

ORIGINAL

Tuesday, February 2, 2021 at 9:00 a.m.

Board Room, Upper Level of the Historic Courthouse

Cmsr Tim Wilhelm: 15025 Williston Lane, Minnetonka, MN 55346

9:00 AM

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. APPROVE THE AGENDA (ADDITIONS AND DELETIONS)

9:01 AM

4. CONSENT AGENDA

- 4.1. Approve 1/19/2021 County Board Meeting Minutes
- 4.2. Review of Auditor's Warrants
- 4.3. Approve Payment to Counsel for Legal Services
- 4.4. Approve Payment to Counsel for Legal Services
- 4.5. Consider Mass Dispensing Site Agreement - Milaca School
- 4.6. Consider Mass Dispensing Site Agreement - Onamia School
- 4.7. Consider Cleaning Services Agreements with Development Achievement Center (DAC)
- 4.8. Consider Audit Engagement Letter with the Office of the Minnesota State Auditor
- 4.9. Consider Resolution No. 02-02-2021-01, Approval of Charitable Gambling
- 4.10. Consider Resolution No. 2021-2-2-21-2, 2019 LOST Road Projects 106, 112, and 151
- 4.11. Consider Great Northern Trail Memo of Understanding Agreement
- 4.12. Information Only: County Engineer's Informational Notes

9:10 AM

5. REGULAR AGENDA

- 5.1. Consider 2021 Legal Services Agreement
- 5.2. Consider Letter to Minnesota Governor and Attorney General
- 5.3. Consider Joint Powers Agreement for the Implementation of Rum River Comprehensive Water Management Plan
- 5.4. Consider Mille Lacs County Pandemic Economic Relief Grant Applications
- 5.5. Consider Small Cities Development Program Contract with DEED

9:30 AM

6. COMMITTEE REPORTS

9:59 AM

7. ADJOURN

Work Session (Conference Room A):

(County Administrator Report as time allows)

1. COVID-19 Public Health Report – (Kay Winterfeldt, Community Health Services Supervisor)
2. Mille Lacs County Stakeholder Presentations
3. Land Services Report – (Michele McPherson, Land Services Director)
4. Facility Operations Report – (Noelan Lange, Facilities Operations Manager)
5. Environmental Resources Report – (Dilan Christiansen, Environmental Resources Technician)
6. Mille Lacs County 2021 State Legislative Platform – (Pat Oman, County Administrator)
7. Meeting with DNR Regional Director Grant Wilson – (Grant Wilson, DNR Director)
8. County Policy Review – (Pat Oman, County Administrator)

9. Mille Lacs County Commissioners Open Discussion

Requested Meeting Date: 02/02/2021

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Approve 1/19/2021 County Board Meeting Minutes	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Pat Oman	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Pat Oman, County Administrator	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Approval of the County Board meeting minutes is required.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve the County Board meeting minutes.	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☐ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☐ Yes ☐ No If no, please explain: _____	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☒ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Minutes	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

Chairman Oslin called the meeting to order at 9:02 a.m., with the following members present: Commissioners Wilhelm, Reynolds, Oslin, and Peterson. Cmsr Tellinghuisen was present at 9:27 a.m. The Pledge of Allegiance was recited.

County Administrator Pat Oman introduced three (3) supplemental documents in association with agenda item 5.3, Mille Lacs County Stakeholder Presentations and the following County Board Work Session.

- 5.3 Mille Lacs County Stakeholder Presentations – AMC Federal Legislative Platform 2021
- 5.3 Mille Lacs County Stakeholder Presentations – AMC Annual Report 2020
- Work Session – Minnesota Legislative Weekly Report

Cmsr Reynolds motioned to accept the agenda as amended; Cmsr Peterson seconded. A roll call vote was called; Cmsrs Wilhelm, Reynolds, Oslin, and Peterson voted aye. Cmsr Tellinghuisen was absent. Motion carried.

CONSENT AGENDA

A motion was made by Cmsr Reynolds seconded by Cmsr Peterson, to approve the following consent agenda items:

- Approve 12/29/2020 County Board Meeting Minutes;
- Approve 1/5/2021 County Board Meeting Minutes;
- Review of Auditor's Warrants;
- Approve Payment to Counsel for Legal Services;
- Approve Payment to Counsel for Legal Services;
- Consider 2021 Computer Purchase;
- Consider Tri-Cap Purchase of Service Agreement for Transportation Services;
- Consider CVSO Advertisement Contract with 98.1 WWJO-FM/Townsquare Ignite;
- Consider Appointment of Mille Lacs County Chief Deputy;
- Consider Donation to Mille Lacs County Sheriff's Office Chaplain Program;
- Consider Resolution No. 01-14-2021-01, Amending Jail Food Service Contract;

Resolution No. 01-19-2021-01

AMENDMENT TO THE FOOD SERVICE MANAGEMENT AGREEMENT

This Amendment is made and entered into by and between Mille Lacs County Jail ("Client"), and Summit Food Service, LLC ("Company") (collectively "the Parties").

WHEREAS, The Parties have entered into a certain Food Service Management Agreement (the "Agreement"), effective January 1, 2012

WHEREAS, The Parties have agreed to extend with pricing adjustment the partnership; and

WHEREAS, The Parties now desire to amend said Agreement upon the terms and conditions stated herein.

NOW, THEREFORE, the parties, intending to be legally bound hereby, mutually agree as follows:

1. Term. This Agreement shall be extended for an additional year beginning January 1, 2021.

2. Price. Company shall charge and Client shall pay:

Population	Current Price	CPH%	New Price
50-59	\$3.06	3.8%	\$3.176
60-69	\$2.74	3.8%	\$2.844
70-79	\$2.48	3.8%	\$2.574
80-89	\$2.30	3.8%	\$2.387
90-99	\$2.16	3.8%	\$2.242
100-109	\$2.02	3.8%	\$2.096
110-119	\$1.92	3.8%	\$1.992
120-129	\$1.86	3.8%	\$1.93
130-139	\$1.78	3.8%	\$1.847
140-149	\$1.74	3.8%	\$1.806

This Amendment is effective as of January 1, 2021. All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Agreement.

- Consider Grant through Hero K9 to Fund Purchase of Equipment for New K9 Squad;
- Consider Reappointing Julie Mohler to University of Minnesota Extension Committee;
- Approve Amended JPA for Joint Ditch 1;
- Information Only: December 2020 Jail Housing Report.

Cmsr Reynolds requested that agenda item 4.9, Consider Appointment of Mille Lacs County Chief Deputy, be pulled for discussion. Administrator Oman discussed a grammatical revision to agenda item 4.15, Information Only: December 2020 Jail Housing Report. A roll call vote was called; Cmsrs Wilhelm, Reynolds, Oslin, and Peterson voted aye. Cmsr Tellinghuisen was absent. Motion carried.

CONSIDER APPOINTMENT OF MILLE LACS COUNTY CHIEF DEPUTY

Sheriff Don Lorge stated that Deputy Kyle Burton was unavailable to attend the meeting due to a previously scheduled training. Lorge discussed the retirement of the current Chief Deputy Kent Larson. Cmsr Reynolds motioned to approve the Appointment of Kyle Burton as the Mille Lacs County Chief Deputy; Cmsr Peterson seconded. A roll call vote was called; Cmsrs Wilhelm, Reynolds, Oslin, and Peterson voted aye. Cmsr Tellinghuisen was absent. Motion carried.

OPEN SEALED PUBLISHING BIDS

Land Specialist Nancy Eibes presented the singular sealed publishing bid received from APG. Eibes discussed the expenses and deadlines for the proposed official newspaper. Eibes stated that the Union-Times would be the official newspaper for commissioner proceedings, financial statements, and second-printing financial statements. The Mille Lacs Messenger would be used for the publication of the delinquent tax list. Cmsr Peterson motioned to approve the bid received from APG and designate the Union-Times as the Official County Newspaper for 2021; Cmsr Reynolds seconded. A roll call vote was called; Cmsrs Reynolds, Oslin, Peterson, and Wilhelm voted aye. Cmsr Tellinghuisen was absent. Motion carried.

AUTHORIZE FILLING THE LEAD CHILD PROTECTION SOCIAL WORKER VACANCY AS A CHILD PROTECTION SOCIAL WORKER

Personnel Director Holly Wilson discussed the differences between the Lead Child Protection Social Worker and the Child Protection Social Worker position descriptions. Wilson stated that approving the Child Protection Social Worker position would prove to be a cost-savings to the County. Cmsr Reynolds motioned to approve the filling the Lead Child Protection Social Worker vacancy with a Child Protection Social Worker position; Cmsr Peterson seconded. A roll call vote was called; Cmsrs Wilhelm, Reynolds, Oslin, and Peterson voted aye. Cmsr Tellinghuisen was absent. Motion carried.

MILLE LACS COUNTY STAKEHOLDER PRESENTATIONS

Association of Minnesota Counties (AMC) Executive Director Julie Ring presented the previous year's accomplishments, the use of CARES Act funds, and the great success that AMC has advocated for local government aid. Discussion occurred among the Commissioners; questions associated with the tribal lawsuit and the governor's executive orders ensued. Ring discussed the 2021 NACO spring conference. Discussion occurred regarding the NACO legislative spring conference becoming virtual for 2021. The Commissioners thanked Ms. Ring for the presentation. Cmsr Tellinghuisen was present at 9:27 a.m.

Development Achievement Center (DAC) Executive Director Rod Peltoma thanked the Commissioners for the previous years' support. Peltoma stated that the DAC was closed for two (2) months in 2020 and is currently providing services. Peltoma discussed modified schedules due to COVID-19 mitigation guidelines, vocational work for individuals, and the fulfillment of contracts. Administrator Oman reviewed the \$100,000 funding that was distributed to the DAC; Peltoma discussed how the organization used the funds during the pandemic. The Commissioners thanked Mr. Peltoma for the presentation.

Lakes and Pines Community Action Council Executive Director Bob Benes provided a supplemental document for the County Board. Benes stated that Lakes and Pines did not close for a single day in 2020; services were continuously provided. Benes reviewed the COVID-19 Housing Assistance Programs (CHAPS), the CARES Act program, and the COVID-19 housing applications received in the area. Benes discussed various program models implemented to assist with the COVID-19 pandemic and the program outreach. The Commissioners thanked Mr. Benes for the presentation.

Central Minnesota Council on Aging Executive Director Lori Vrolson thanked the Commissioners for the opportunity to speak. Vrolson discussed services distributed to Mille Lacs County. Vrolson discussed in-depth the increased demand for meal services (delivered and grocery shopping assistance); a 48% increase in Mille Lacs County for elderly adults that need meals. Vrolson discussed challenges associated with acquiring volunteers following the COVID-19 pandemic. The Commissioners thanked Ms. Vrolson for the presentation.

East Central Regional Library (ECRL) Director Carla Lydon provided supplemental documentation concerning the 2020 Mille Lacs County Library Service and the 2020 Mille Lacs County Library Service Highlights. Lydon reviewed alternative options available to County residents to utilize area libraries. Lydon thanked the Commissioners for the CARES funding received from Mille Lacs County. Lydon discussed library content pick-ups, Wi-Fi usage, and the increase in phone call questions. The Commissioners thanked Ms. Lydon for the presentation.

East Central Solid Waste Commission Executive (ECSWC) Director Janelle Troupe discussed composting garbage versus landfills and the previous years' bond payments to assist counties. Troupe stated that ECSWC is completely debt free and the buildings are put into good use. Troupe discussed the return on investment is associated with the ECSWC and the garbage disposal plan. The Commissioners thanked Ms. Troupe for the presentation.

The Chairman recessed the meeting at 10:27 a.m.; the Chairman reconvened the meeting at 10:30 a.m.

East Central Regional Development Commission (ECRDC) Executive Director Bob Voss discussed the CARES Act grants and U.S. Economic Development Administration (EDA) grants received in 2020; Voss discussed creating a revolving loan fund for small businesses with flexible terms and the Mille Lacs Scenic Byway project. Voss introduced Economic Resiliency Coordinator Michelle Thomas. Thomas provided a brief biography and discussed her work at ECRDC. The Commissioners thanked Mr. Voss and Ms. Thomas for the presentation.

Central Minnesota Housing Partnership (CMHP) Executive Director Deana Hemmesch discussed CMHP's goal to create new housing and preserve existing housing opportunities in the region. Hemmesch discussed the program's assistance in Mille Lacs County; the addition of a 16-unit apartment with 1-4 bedroom options. Hemmesch discussed the low-income salary requirements and the rent expenses associated with these units. The Commissioners thanked Ms. Hemmesch for the presentation.

COMMITTEE REPORTS

Cmsr Reynolds discussed the 2021 federal mileage reimbursement. Cmsr Tellinghuisen presented questions concerning legal fees from April 2020 that were approved in the 1/19/21 consent agenda.

Cmsr Reynolds motioned to adjourn the meeting 11:03 a.m.; Cmsr Tellinghuisen seconded. A roll call vote was called; Cmsrs Reynolds, Oslin, Tellinghuisen, Peterson, and Wilhelm voted aye. Motion carried.

ATTEST:


Holly Wilson
County Administrator


David Oslin
County Board Chairperson

Requested Meeting Date: 02/02/2021
(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Review of Auditor's Warrants	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Pat Oman	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Pat Oman, County Administrator	
Summary of Issue <i>(include previous Board or Committee actions and/or minutes, as well as applicable dates):</i> The County Board has authorized the County Auditor-Treasurer and the County Administrator to approve claims for payment according to guidelines adopted by the Board. Claims paid in such a manner are summarized and presented to the Board for review.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Review of Auditor's Warrants.	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☐ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☐ Yes ☐ No <i>If no, please explain:</i> _____	
Additional Information Attached: ☐ Contract/Agreement <i>Approved by County Attorney's Office:</i> ☐ Yes ☐ No <i>If no, please explain:</i> _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Auditor's Warrants	
Board action: <i>(for use by Recording Secretary)</i> ☐ Approved ☐ Denied ☐ Tabled: _____	

**** Mille Lacs County ****



MLKAREN
1/25/21 10:20AM
1 County Revenue Fund

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name		Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
No.		No.		No.		No.		No.		No.
1	1141	Dove Fredland & Van Valkenburg			850.80	% FORF DISTR ICR# 20000252	1 Transactions		Distribution % Of Forfeiture Proceed	Y
	1141	Dove Fredland & Van Valkenburg			850.80					
2	5003	East Central Energy			3,050.20	ACCT# 206732200			Utility Services	N
3		01- 110- 000- 0000- 6251			602.69	ACCT# 48902			Utility Services	N
4		01- 110- 000- 0000- 6251			3,191.34	ACCT# 982454200			Utility Services	N
5		01- 110- 000- 0000- 6251			193.55	ACCT# 207104500			Utility Services	N
	5003	East Central Energy			7,037.78		4 Transactions			
7	5004	East Central Regional Library			144,765.50	1ST HALF APPROPRIATION	1 Transactions		Annual County Contribution	N
	5004	East Central Regional Library			144,765.50					
10	13021	Mille Lacs Energy Coop			274.00	ACCT# 64- 55- 072- 01			Utility Services	N
11		01- 205- 000- 0000- 6251			59.00	ACCT# 64- 59- 204- 02			Utility Services	N
	13021	Mille Lacs Energy Coop			333.00		2 Transactions			
8	13052	Mille Lacs Soil & Water			21,250.00	1ST QTR 2021 PAYMENT			Annual County Contribution	N
9		01- 609- 000- 0000- 6875			5,687.50	CAPACITY FUNDING MATCH			Annual County Contribution	N
	13052	Mille Lacs Soil & Water			26,937.50		2 Transactions			
15	13282	Mn Dept Of Finance			17.48	% FORF ICR# 17004881	1 Transactions		Distribution % Of Forfeiture Proceed	N
	13282	Mn Dept Of Finance			17.48					
16	422	Naumann/Dustin			49.54	MSRS REIMBURSEMENT	1 Transactions		Reimb Collections- P/R & Misc	N
	422	Naumann/Dustin			49.54					
17	14113	Ncpers Life			80.00	FEB 2021 DEPEND PREMIUMS	1 Transactions		Reimb Collections- P/R & Misc	N
	14113	Ncpers Life			80.00					
1 Fund Total:					180,071.60	County Revenue Fund		8 Vendors	13 Transactions	

*** Mille Lacs County ***



MLKAREN
1/25/21 10:20AM
11 Community and Veterans :

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name		Rpt		Amount	Warrant Description	Service Dates	Invoice #		Account/Formula Descripti	1099
No.	Account/Formula	Accr					Paid On Bhf #	On Behalf of Name		
12	11- 420- 640- 0000- 6835			56.00	MCI# 0014971666				Reimb Collections	N
13	11- 420- 640- 0000- 6835			495.00	MCI# 0014161699				Reimb Collections	N
14	11- 420- 640- 0000- 6835			60.00	MCI# 0015510548				Reimb Collections	N
139	Mn Child Support Payment Center			621.00		3 Transactions				
11 Fund Total:				621.00	Community and Veterans Servi	1 Vendors			3 Transactions	

**** Mille Lacs County ****

MLKAREN
1/25/21 10:20AM
37 Capital Projects Fund

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 4



<u>Vendor Name</u>		<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Service Dates</u>	<u>Invoice #</u>	<u>Account/Formula Descripti</u>	<u>1099</u>
5003 East Central Energy		5003	37- 873- 000- 0000- 6603			235.22	WAHKON TOWER	1 Transactions		Equip,Furniture,Fixtures	N
5003 East Central Energy		5003	37- 873- 000- 0000- 6603			235.22					
37 Fund Total:						235.22	Capital Projects Fund	1 Vendors		1 Transactions	
Final Total:						180,927.82	10 Vendors	17 Transactions			

MLKAREN
1/25/21

10:20AM

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Page 5

Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	180,071.60	County Revenue Fund
11	621.00	Community and Veterans Servi
37	235.22	Capital Projects Fund
All Funds	180,927.82	Total

Approved by,

ERIC BERGSCH
6/27/21

**** Mille Lacs County ****



MLKAREN 1/8/21 2:01PM
83 Towns & Cities Fund

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name		Rpt		Amount	Warrant Description		Invoice #		Account/Formula Description
No.	Account/Formula	Accr			Service Dates		Paid On Bhf #		
18	2025 Bock City			183.31	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies N
	2025 Bock City			183.31					
1	2019 Bogus Brook Township			5,043.72	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies N
	2019 Bogus Brook Township			5,043.72					
2	2026 Borgholm Township			5,394.55	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies N
	2026 Borgholm Township			5,394.55					
3	2027 Bradbury Township			1,616.22	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies N
	2027 Bradbury Township			1,616.22					
4	4015 Dailey Township			923.48	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies N
	4015 Dailey Township			923.48					
5	5005 East Side Township			6,507.83	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies N
	5005 East Side Township			6,507.83					
19	6009 Foreston City			3,813.61	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies N
	6009 Foreston City			3,813.61					
26	7134 Garrison,Kathio,W Mille Lacs Lk San Dist			4,754.41	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies N
	7134 Garrison,Kathio,W Mille Lacs Lk San Dist			4,754.41					
6	7013 Greenbush Township			4,336.91	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies N
	7013 Greenbush Township			4,336.91					
7	8017 Hayland Township			1,896.37	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies N
	8017 Hayland Township			1,896.37					

**** Mille Lacs County ****



MLKAREN
1/8/21 2:01PM
83 Towns & Cities Fund

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

	Vendor Name	No.	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Paid On Bhf #	Account/Formula Descripti	1099
20	83-833-000-0000-6805	9020	Isle City			5,868.88	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies	N
	83-833-000-0000-6805	9020	Isle City			5,868.88						
8	83-833-000-0000-6805	9021	Isle Harbor Township			3,090.50	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies	N
	83-833-000-0000-6805	9021	Isle Harbor Township			3,090.50						
9	83-833-000-0000-6805	11006	Kathio Township			4,177.68	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies	N
	83-833-000-0000-6805	11006	Kathio Township			4,177.68						
10	83-833-000-0000-6805	12010	Lewis Township			581.82	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies	N
	83-833-000-0000-6805	12010	Lewis Township			581.82						
11	83-833-000-0000-6805	13046	Milaca Township			1,819.83	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies	N
	83-833-000-0000-6805	13046	Milaca Township			1,819.83						
21	83-833-000-0000-6805	13053	Milaca/City Of			27,370.97	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies	N
	83-833-000-0000-6805	13053	Milaca/City Of			27,370.97						
12	83-833-000-0000-6805	46336	Milo Township			5,247.22	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies	N
	83-833-000-0000-6805	46336	Milo Township			5,247.22						
13	83-833-000-0000-6805	13054	Mudgett Township			85.64	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies	N
	83-833-000-0000-6805	13054	Mudgett Township			85.64						
22	83-833-000-0000-6805	15008	Onamia City			44,820.71	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies	N
	83-833-000-0000-6805	15008	Onamia City			44,820.71						
14	83-833-000-0000-6805	15009	Onamia Township			4,653.34	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies	N
	83-833-000-0000-6805	15009	Onamia Township			4,653.34						

**** Mille Lacs County ****



Page 4

MLKAREN
1/8/21 2:01PM
83 Towns & Cities Fund

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Vendor Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula	Descripti	On Behalf of Name
15	16022	Page Township									
		83- 833- 000- 0000- 6805			3,394.79	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies	N
	16022	Page Township			3,394.79						
23	16026	Pease/City Of									
		83- 833- 000- 0000- 6805			309.53	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies	N
	16026	Pease/City Of			309.53						
24	1476	Princeton City									
		83- 833- 000- 0000- 6805			28,763.17	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies	N
	1476	Princeton City			28,763.17						
16	16016	Princeton Township									
		83- 833- 000- 0000- 6805			6,424.38	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies	N
	16016	Princeton Township			6,424.38						
17	19022	South Harbor Township									
		83- 833- 000- 0000- 6805			7,030.38	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies	N
	19022	South Harbor Township			7,030.38						
25	23014	Wahkon City									
		83- 833- 000- 0000- 6805			4,944.37	FINAL 2020 SETTLEMENT	1 Transactions			Collected For Other Agencies	N
	23014	Wahkon City			4,944.37						
83 Fund Total:					183,053.62	Towns & Cities Fund	26 Vendors			26 Transactions	

**** Mille Lacs County ****



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

MLKAREN
1/8/21 2:01PM
85 School Districts Fund

<u>Vendor Name</u>		<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Service Dates</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
<u>No.</u>	<u>Account/Formula</u>						<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
27	9016 Ind School Dist No 333 85-851-000-0000-6805			228.41	FINAL 2020 SETTLEMENT	1 Transactions		Collected For Other Agencies	N
	9016 Ind School Dist No 333			228.41					
28	33334 Ind School Dist No 473 85-851-000-0000-6805			18,424.31	FINAL 2020 SETTLEMENT	1 Transactions		Collected For Other Agencies	N
	33334 Ind School Dist No 473			18,424.31					
29	54153 Ind School Dist No 477 85-851-000-0000-6805			53,729.90	FINAL 2020 SETTLEMENT	1 Transactions		Collected For Other Agencies	N
	54153 Ind School Dist No 477			53,729.90					
30	51055 Ind School Dist No 480 85-851-000-0000-6805			49,584.51	FINAL 2020 SETTLEMENT	1 Transactions		Collected For Other Agencies	N
	51055 Ind School Dist No 480			49,584.51					
31	9015 Ind School Dist No 912 85-851-000-0000-6805			79,666.40	FINAL 2020 SETTLEMENT	1 Transactions		Collected For Other Agencies	N
	9015 Ind School Dist No 912			79,666.40					
85 Fund Total:				201,633.53	School Districts Fund		5 Vendors	5 Transactions	

**** Mille Lacs County ****



MLKAREN

1/8/21 2:01PM

87 Region 7E Fund

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name	No.	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	Paid On Bhf #	On Behalf of Name
5011 East Central Reg Devel Comm	32	87-837-000-0000-6805			1,060.29	FINAL 2020 SETTLEMENT	1 Transactions				
5011 East Central Reg Devel Comm					1,060.29						
87 Fund Total:					1,060.29	Region 7E Fund	1 Vendors		1 Transactions		
Final Total:					385,747.44	32 Vendors	32 Transactions				

**** Mille Lacs County ****



MLKAREN
1/8/21 2:01PM

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Recap by Fund	Fund	AMOUNT	Name
	83	183,053.62	Towns & Cities Fund
	85	201,633.53	School Districts Fund
	87	1,060.29	Region 7E Fund
All Funds		385,747.44	Total

Approved by:

Eric Borkusdy

[Signature]

1/8/20

[Signature] 1/14/2021

**** Mille Lacs County ****



MLKAREN
1/15/21 2:15PM
1 County Revenue Fund

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name		Account/Formula		Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula	Descripti	1099
No.	Account/Formula								Paid On	Bhf #	On Behalf of Name	
23121	Frontier											
3	01-035-000-0000-6203					95.53	PHONE SERVICE				Phone	N
5	01-041-000-0000-6203					71.65	PHONE SERVICE				Phone	N
2	01-060-000-0000-6839					59.70	SWCD				reimb collections-inter office	N
4	01-060-000-0000-6839					525.44	CRT ADMIN				reimb collections-inter office	N
16	01-060-000-0000-6839					191.07	PW				reimb collections-inter office	N
17	01-060-000-0000-6839					1,182.23	CVS				reimb collections-inter office	N
7	01-063-000-0000-6203					35.83	PHONE SERVICE				Phone	N
8	01-091-000-0000-6203					226.89	PHONE SERVICE				Phone	N
6	01-100-000-0000-6203					71.65	PHONE SERVICE				Phone	N
10	01-107-000-0000-6203					47.77	PHONE SERVICE				Phone	N
9	01-110-000-0000-6203					35.83	PHONE SERVICE				Phone	N
11	01-201-000-0000-6203					382.14	PHONE SERVICE				Phone	N
12	01-202-000-0000-6203					35.83	PHONE SERVICE				Phone	N
21	01-205-000-0000-6203					71.65	PHONE SERVICE				Phone	N
13	01-251-000-0000-6203					262.72	PHONE SERVICE				Phone	N
14	01-255-000-0000-6203					155.24	PHONE SERVICE				Phone	N
18	01-280-000-0000-6203					11.94	PHONE SERVICE				Phone	N
15	01-603-000-0000-6203					23.88	PHONE SERVICE				Phone	N
19	01-617-000-0000-6203					47.77	PHONE SERVICE				Phone	N
20	01-701-000-0000-6203					11.94	PHONE SERVICE				Phone	N
23121	Frontier					3,546.70						
												20 Transactions
46024	Milaca Local Link											
32	01-060-000-0000-6205					199.95	HWY LINES				M- Net Hookup	N
33	01-281-000-0000-6203					1,231.78	E- 911 CIRCUIT				Phone	N
46024	Milaca Local Link					1,431.73						
												2 Transactions
13106	Mille Lacs Drift Skippers Snowmobile Club											
29	01-510-000-0000-6850					19,635.00	TRAIL MAINT				Snowmobile/Atv Trail Payments	N
13106	Mille Lacs Drift Skippers Snowmobile Club					19,635.00						
												1 Transactions
76652	SCI Broadband											
36	01-201-000-0000-6203					128.13	SHERIFFS INTERNET WAHKON				Phone	N
76652	SCI Broadband					128.13						
												1 Transactions
2587	Verizon Wireless											
60	01-060-000-0000-6839					70.02	CVS AIR CARDS				reimb collections-inter office	N
61	01-060-000-0000-6839					35.01	PW AIR CARDS				reimb collections-inter office	N
59	01-063-000-0000-6203					35.01	AIR CARDS				Phone	N

**** Mille Lacs County ****



MLKAREN
1/15/21 2:15PM
1 County Revenue Fund

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name		Rpt	Warrant Description		Invoice #	Account/Formula Descripti	
No.	Account/Formula		Amount	Service Dates		Paid On Bhf #	On Behalf of Name
53	01-071-000-0000-6301		601.14	POLL PADS			Repair & Maintenance - Bldg & Equi N
63	01-071-000-0000-6301		35.01	ELECTIONS-AIR CARD			Repair & Maintenance - Bldg & Equi N
47	01-201-000-0000-6203		285.57	CELL PHONES			Phone N
51	01-201-000-0000-6203		9.29	CELL PHONES			Phone N
54	01-201-000-0000-6203		1,480.67	AIR CARDS			Phone N
48	01-202-000-0000-6203		55.74	CELL PHONES			Phone N
55	01-202-000-0000-6203		140.04	AIR CARDS			Phone N
56	01-202-000-0000-6203		35.01	DVS AIR CARD			Phone N
49	01-205-000-0000-6203		9.29	CELL PHONES			Phone N
52	01-251-000-0000-6203		37.16	CELL PHONES			Phone N
57	01-251-000-0000-6203		35.01	AIR CARDS			Phone N
50	01-283-000-0000-6203		9.29	CELL PHONES			Phone N
58	01-283-000-0000-6203		35.01	AIR CARDS			Phone N
62	01-617-000-0000-6203		70.02	AIR CARDS			Phone N
2587	Verizon Wireless		2,978.29				
				17 Transactions			
1 Fund Total:			27,719.85	County Revenue Fund	5 Vendors		41 Transactions

*** Mille Lacs County ***



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

MLKAREN
1/15/21 2:15PM
10 Public Works Department

Vendor Name		Rpt		Warrant Description	Invoice #	Account/Formula	Descripti	1099	
No.	Account/Formula	Accr	Amount						
30	13053	Milaca/City Of							
		10- 340- 000- 0000- 6255		48.06			Water & Sewer	N	
	31	10- 340- 000- 0000- 6255		26.56			Water & Sewer	N	
	13053	Milaca/City Of		74.62			2 Transactions		
35	76652	SCI Broadband							
		10- 340- 000- 0000- 6203		128.12			Phone	N	
	76652	SCI Broadband		128.12			1 Transactions		
10 Fund Total:				202.74			Public Works Department	2 Vendors	3 Transactions

**** Mille Lacs County ****



MLKAREN

1/15/21 2:15PM

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

11 Community and Veterans :

Vendor Name		Rpt		Amount	Warrant Description		Invoice #		Account/Formula Descripti	
No.	Account/Formula	Accr			Service Dates		Paid On	Bhf #	On Behalf of Name	
139	Mn Child Support Payment Center									
25	11-420-640-0000-6835			200.00	MCI# 0014178955				Reimb Collections	N
26	11-420-640-0000-6835			115.00	MCI# 0014014739				Reimb Collections	N
27	11-420-640-0000-6835			120.00	MCI# 0012449507				Reimb Collections	N
28	11-420-640-0000-6835			100.00	MCI# 0014466550				Reimb Collections	N
139	Mn Child Support Payment Center			535.00		4 Transactions				
11 Fund Total:				535.00	Community and Veterans Servi	1 Vendors			4 Transactions	

**** Mille Lacs County ****



Page 6

MLKAREN

1/15/21 2:15PM

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

35 Debt Service Fund

Vendor Name		Rpt		Warrant Description		Invoice #		Account/Formula Descripti	
No.	Account/Formula	Accr		Service Dates		Paid On Bhf #	On Behalf of Name		
21107	US Bank								
37	35-867-000-0000-6701			BONDS- JC PRINCIPAL			Debt Service- Principal		N
38	35-867-000-0000-6702			BONDS- JC INTEREST			Debt Service- Interest		N
39	35-869-000-0000-6701			BONDS- 2010B PRINCIPAL			Debt Service- Principal		N
40	35-869-000-0000-6702			BONDS- 2010B INTEREST			Debt Service- Interest		N
41	35-874-000-0000-6701			BONDS- 2018A PRINCIPAL			Debt Service- Principal		N
42	35-874-000-0000-6702			BONDS- 2018A INTEREST			Debt Service- Interest		N
43	35-875-000-0000-6701			BONDS- 2019A PRINCIPAL			Debt Service- Principal		N
44	35-875-000-0000-6702			BONDS- 2019A INTEREST			Debt Service- Interest		N
45	35-876-000-0000-6701			BONDS- 2019B PRINCIPAL			Debt Service- Principal		N
46	35-876-000-0000-6702			BONDS- 2019B INTEREST			Debt Service- Interest		N
21107	US Bank			10 Transactions					
				1,247,013.75					
35 Fund Total:				1,247,013.75			1 Vendors		10 Transactions

**** Mille Lacs County ****



MLKAREN 1/15/21 2:15PM
77 County Agency Fund

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor		Account/Formula	No.	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
Name							Paid On Bhf #	On Behalf of Name	
77366	Blue Cross Blue Shield of Minnesota	77-916-000-0000-6805	844.14		FEBRUARY PREMIUMS	1 Transactions		Vision Ins. 2021	N
77366	Blue Cross Blue Shield of Minnesota		844.14						
77340	MN PEIP								
77-906-000-0000-6805			220,747.40		FEB 2021 PREMIUMS	1 Transactions		2021 Medical Insurance	N
77340	MN PEIP		220,747.40						
77948	THE LINCOLN NATIONAL LIFE INSURANC								
77-907-000-0000-6805			4,726.48		DEC 2020 PREMIUMS			2020 Life Ins	N
77-912-000-0000-6805			1,898.35		DEC 2020 PREMIUMS			STD 2020	N
77-914-000-0000-6805			2,614.30		DEC 2020 PREMIUMS			LTD 2020	N
77948	THE LINCOLN NATIONAL LIFE INSURANC		9,239.13			3 Transactions			
77 Fund Total:			230,830.67		County Agency Fund	3 Vendors		5 Transactions	
Final Total:			1,506,302.01		12 Vendors	63 Transactions			

MLKAREN
1/15/21

2:15PM

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	27,719.85	County Revenue Fund
10	202.74	Public Works Department
11	535.00	Community and Veterans Servi
35	1,247,013.75	Debt Service Fund
77	230,830.67	County Agency Fund
All Funds	1,506,302.01	Total

Approved by,

January 16, 2021

[Signature]

Eric Bartsch

[Signature] 1/22/2021

**** Mille Lacs County ****



MLKAREN

1/20/21 3:23PM

1 County Revenue Fund

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor	Name	No.	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula	Descripti	1099
1	13183	Mn Commissioner Of Revenue	01-107-000-0000-6261	O		1.11	Receipt Nbr 114237	10/02/2020				N
	13183	Mn Commissioner Of Revenue				1.11		1 Transactions			On Behalf of Name	
1	Fund Total:					1.11	County Revenue Fund		1 Vendors		1 Transactions	

*** Mille Lacs County ***



MLKAREN

1/20/21 3:23PM

10 Public Works Department

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name		Warrant Description		Invoice #	Account/Formula	Descripti
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
13183	Mn Commissioner Of Revenue					
2	10- 330- 000- 0000- 5831	O	74.53	Receipt Nbr 114720 11/18/2020		Culvert & mailbox post Sales
3	10- 330- 000- 0000- 5831	O	4.20	Receipt Nbr 114969 12/10/2020		Culvert & mailbox post Sales
13183	Mn Commissioner Of Revenue		78.73	2 Transactions		
10 Fund Total:			78.73	Public Works Department	1 Vendors	2 Transactions

**** Mille Lacs County ****



MLKAREN

1/20/21 3:23PM

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

11 Community and Veterans :

Vendor Name		Account/Formula		Rpt		Amount	Warrant Description		Service Dates		Invoice #		Account/Formula Description	
No.	Account/Formula	Accr									Paid On Bnf #	On Behalf of Name		
13183	Mn Commissioner Of Revenue													
4	11-481-604-0000-5837					2.40	Receipt Nbr 18022	10/02/2020					Sale Of Merchandise	N
5	11-481-604-0000-5837					2.40	Receipt Nbr 18039	10/06/2020					Sale Of Merchandise	N
6	11-481-604-0000-5837					4.81	Receipt Nbr 18040	10/06/2020					Sale Of Merchandise	N
7	11-481-604-0000-5837					0.34	Receipt Nbr 18067	10/08/2020					Sale Of Merchandise	N
8	11-481-604-0000-5837					4.81	Receipt Nbr 18070	10/13/2020					Sale Of Merchandise	N
9	11-481-604-0000-5837					2.40	Receipt Nbr 18141	10/15/2020					Sale Of Merchandise	N
10	11-481-604-0000-5837					2.40	Receipt Nbr 18168	10/27/2020					Sale Of Merchandise	N
11	11-481-604-0000-5837					2.40	Receipt Nbr 18211	11/09/2020					Sale Of Merchandise	N
12	11-481-604-0000-5837					2.40	Receipt Nbr 18212	11/09/2020					Sale Of Merchandise	N
13	11-481-604-0000-5837					2.40	Receipt Nbr 18278	11/19/2020					Sale Of Merchandise	N
14	11-481-604-0000-5837					2.40	Receipt Nbr 18346	12/02/2020					Sale Of Merchandise	N
15	11-481-604-0000-5837					2.40	Receipt Nbr 18352	12/02/2020					Sale Of Merchandise	N
16	11-481-604-0000-5837					2.40	Receipt Nbr 18371	12/07/2020					Sale Of Merchandise	N
17	11-481-604-0000-5837					2.40	Receipt Nbr 18374	12/07/2020					Sale Of Merchandise	N
18	11-481-604-0000-5837					2.40	Receipt Nbr 18420	12/10/2020					Sale Of Merchandise	N
19	11-481-604-0000-5837					2.40	Receipt Nbr 18422	12/14/2020					Sale Of Merchandise	N
20	11-481-604-0000-5837					2.40	Receipt Nbr 18423	12/14/2020					Sale Of Merchandise	N
21	11-481-604-0000-5837					2.40	Receipt Nbr 18504	12/21/2020					Sale Of Merchandise	N
22	11-481-604-0000-5837					2.40	Receipt Nbr 18523	12/29/2020					Sale Of Merchandise	N
23	11-481-604-0000-5837					2.40	Receipt Nbr 18524	12/29/2020					Sale Of Merchandise	N
24	11-481-604-0000-5837					2.40	Receipt Nbr 18536	12/30/2020					Sale Of Merchandise	N
13183	Mn Commissioner Of Revenue					53.16	21 Transactions							

11 Fund Total:

Community and Veterans Servi 1 Vendors 21 Transactions

Final Total:

133.00 3 Vendors 24 Transactions

**** Mille Lacs County ****



MLKAREN
1/20/21 3:23PM

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Recap by Fund	Fund	AMOUNT	Name
	1	1.11	County Revenue Fund
	10	78.73	Public Works Department
	11	53.16	Community and Veterans Service
All Funds		133.00	Total
			Approved by,
			
			ERIC BARTSCH
			1/22/2021

Requested Meeting Date: 02/02/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Approve Payment to Counsel for Legal Services	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Pat Oman	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Pat Oman, County Administrator	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Authorize payment to Taft (formally known as Briggs and Morgan), Professional Association for \$17,881.50 for professional services for Suit of Indemnification.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve payment to Taft, Professional Association for legal services.	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$17,881.50 Are funds available in the budget? ☒ Yes ☐ No If no, please explain:	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☐ Background Information (such as price quotes, etc.)	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 02/02/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Approve Payment to Counsel for Legal Services	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Pat Oman	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Pat Oman, County Administrator	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Authorize payment to Taft (formally known as Briggs and Morgan), Professional Association for legal services relating to the federal lawsuit, Court File No. 17-cv-5155 for County Attorney Joe Walsh in the amount of \$78,434.47 for Law Enforcement Jurisdictional Dispute.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve payment to Taft, Professional Association for legal services.	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$78,434.47 Are funds available in the budget? ☒ Yes ☐ No If no, please explain:	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☐ Background Information (such as price quotes, etc.)	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 02/02/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Consider Mass Dispensing Site Agreement - Milaca School	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Kay Winterfeldt	Department: CVS Community Health Services
Who will attend the meeting and be able to respond to questions? Give name and title: Kay Winterfeldt, Community Health Services Administrator and Supervisor/Beth Crook CVS Director	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Current Mass Dispensing Site Agreement expired December 31, 2020. This agreement with the Milaca School is needed in the event a large Public Health dispensing event site is needed in central Mille Lacs County. Please note: this agreement went through board in 12/2020 but the termination dates were incorrect. We have corrected the dates and are resubmitting the agreements.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Requesting to be Board approved and signed.	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$reimbursements for Are funds available in the budget? ☒ Yes ☐ No If no, please explain: LPHG, COVID funds, or possible other grant funding	
Additional Information Attached: ☒ Contract/Agreement Approved by County Attorney's Office: ☒ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☐ Background Information (such as price quotes, etc.)	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

Mass Dispensing Site Agreement

This Agreement is made and entered into between the governing board of the Milaca School District, #912 ("School District"), located in Mille Lacs County, State of Minnesota, Mille Lacs County ("County") and the Mille Lacs County Community and Veterans Services, Community Health Unit ("Community Health Unit").

The Mille Lacs County Board of Commissioners, as the Mille Lacs County Community Health Board, has delegated its responsibility to the Mille Lacs County Community and Veterans Services, Community Health Unit, to prevent and control communicable diseases in Mille Lacs County. The School District is authorized to permit the County to use schools, along with the grounds and equipment of its sites, for public health and disease prevention, including mass dispensing of vaccines, medication, and other disease prevention and control.

The Parties to this Agreement mutually desire to reach an understanding that will result in making the facilities of the Milaca Elementary/High School available to the Community Health Unit for the purposes described in this Agreement.

NOW, THEREFORE, it is mutually agreed between the Parties as follows:

1. The School District agrees that it will permit the Community Health Unit to use physical facilities at the Milaca Elementary/High School for the purposes described in this Agreement, except when School District use of the facilities must take priority, as determined by the School District. When the School District has granted a request for the use of its facilities, it will make reasonable efforts to make its facilities available within 24 hours of the County's request, or sooner as the situation dictates, and for the time period requested by the County. Use of School District facilities pursuant to this provision may include:

- a. Office equipment, including telephones, computers, copy machines, fax machines, or other equipment as needed;
- b. Tables, chairs, desks, cots, and wheelchairs;
- c. Refrigerators, freezers and other kitchen facilities.

2. The County and the Community Health Unit agree that they will exercise reasonable care in the conduct of their activities and their use of School District facilities and equipment. They further agree to replace or reimburse the School District for any supplies used by the County and/or the Community Health Unit or any loss or damage to School District property as a result of the activities pursuant to this Agreement caused by the County, the Community Health Unit, their employees, agents or independent contractors.

3. Except when based on the negligent or willful conduct of the School District, its employees, agents, independent contractors or representatives, the County indemnifies and holds the School District harmless from and against any and all claims, demands, liabilities and expenses, including attorney's fees, arising from the Community Health Unit's use of School District facilities pursuant to this Agreement, or from any act permitted, or any omission to act in or about School District

facilities, by County or Community Health Unit employees, agents, or independent contractors or from any breach of this Agreement by the County or the Community Health Unit. In the event any action or proceeding is brought against the School District by reason of any such claims, the County shall defend the School District, at County and Community Health Unit expense.

The County's indemnification obligations herein are be subject to (i) receiving prompt written notice of the existence of any potential claim, suit or action; (ii) being able to at its option, control the defense of such claim, suit or action; (iii) receiving full cooperation of the indemnified School District in the defense thereof in regards to any action or omission taken by the County or the Community Health Unit pursuant this agreement.

Nothing in this provision is intended to modify the limitations on liability under Chapter 466 and other applicable law.

This provision shall survive any termination of this Agreement.

4. The County and the Community Health Unit shall keep in force, at the expense of the County and the Community Health Unit, liability insurance having a limit of at least \$1,000,000 per occurrence. The County and the Community Health Unit shall deliver to the School District Certificates of Insurance and copies of policies of insurance showing the foregoing coverage as a condition of this Agreement within thirty (30) days of execution of this Agreement and within five (5) days of a request by the School District. The Certificates of Insurance shall provide that the School District will be notified, in writing, thirty (30) days prior to any cancellation of, material change in, or any failure to renew such insurance.

5. The Parties agree that they must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided in accordance with this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated in accordance with this Agreement.

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IN WITNESS WHEREOF, the Parties have entered into this Agreement upon full execution by all Parties.

Independent School District #912:

By _____
Superintendent of Schools

Date: _____

County of Mille Lacs

By *David Osheim*
County Commissioner

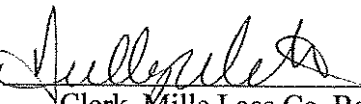
Date: 2-2-2021

Mille Lacs County Community and Veterans Services

By _____
Beth Crook, CVS Director

Date: _____

ATTEST:

By 
Clerk, Mille Lacs Co. Board

Date: 2/2/2021

APPROVED AS TO FORM:

By _____
Assistant County Attorney

Date: _____

Date: Approved by Mille Lacs County
Community and Veterans Services on _____

Date: Approved by County
Commissioners on 2/2/2021

Date: Approved by School Board
on _____

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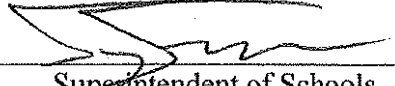
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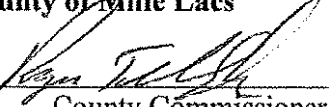
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Independent School District #912:

By 
Superintendent of Schools

Date: 8/15/16

County of Mille Lacs

By 
County Commissioner

Date: 8-19-16

**Mille Lacs County Community and
Veterans Services**

By Beth Crook
Beth Crook, CVS Director

Date: 7/21/2016

ATTEST:

By Roger Taylor
Clerk, Mille Lacs Co. Board

Date: 7-19-16

APPROVED AS TO FORM:

By [Signature]
Assistant County Attorney

Date: 7/22/16

Date: Approved by Mille Lacs County
Community and Veterans Services on _____

Date: Approved by County
Commissioners on _____

Date: Approved by School Board
on August 15, 2016

4.5

10/10/10

Mass Dispensing Site Agreement

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Independent School District #912:

By 
Superintendent of Schools

Date: 8/15/16

County of Mille Lacs

By 
County Commissioner

Date: 8-19-16



Requested Meeting Date: 02/02/21

Title of Item for Consideration:

Consent Agenda

☐ Schedule Public Hearing*

Regular Agenda – Estimate Time Needed: _____ minutes

☐ Discussion Item

☐ Hold Public Hearing*

**provide copy of hearing notice that was published*

Department:

CVS Community Health Services

Kay Winterfeldt, Community Health Services Administrator and Supervisor/Beth Crook CVS Director

Current Mass Dispensing Site Agreement expired December 31, 2020.

Please note: this agreement went through board in 12/2020 but the termination dates were incorrect. We have corrected the dates and are resubmitting the agreements.

Recommended Action/Motion:

Financial Impact:

What is the total cost, including tax and shipping? \$reimbursements for

Are funds available in the budget? ☒ Yes ☐ No If no, please explain: LPHG, COVID funds, or possible other grant funding

☒ Contract/Agreement

Approved by County Attorney's Office: ☒ Yes ☐ No If no, please explain:

☐ Minutes of Relevant Meeting(s)

☐ *Background Information (such as price quotes, etc.)*

☐ Approved ☐ Denied ☐ Tabled:

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Independent School District #480:

By _____
Superintendent of Schools

Date: _____

County of Mille Lacs

By *David Osler*
County Commissioner

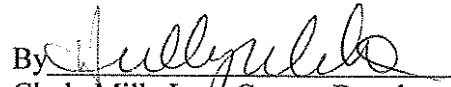
Date: 2-2-2021

**Mille Lacs County Community and
Veterans Services**

By _____
[Insert Title]

Date: _____

ATTEST:

By 
Clerk, Mille Lacs County Board

Date: 2/2/2021

APPROVED AS TO FORM:

By _____
Assistant County Attorney

Date: _____

Date: Approved by Mille Lacs County
Community and Veterans Services on _____

Date: Approved by County
Commissioners on 2/2/2021

Date: Approved by School Board
on _____

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Independent School District #480:

By _____
Superintendent of Schools

Date: _____

County of Mille Lacs

By 
County Commissioner

Date: 7/5/2016

**Mille Lacs County Community and
Veterans Services**

By Beth Crook, CVB Director
[Insert Title]

Date: 7/6/2016

ATTEST:

By [Signature]
Clerk, Mille Lacs County Board

Date: 7/5/2016

APPROVED AS TO FORM:

By [Signature]
Assistant County Attorney

Date: 7/8/16

Date: Approved by Mille Lacs County
Community and Veterans Services on
7-5-2016

Date: Approved by County
Commissioners on 7/5/2016

Date: Approved by School Board
on _____

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Independent School District #480:

By 77 VAV
Superintendent of Schools

Date: 11-20-16

County of Mille Lacs

By [Signature]
County Commissioner

Date: 7/5/16

Requested Meeting Date: 02/02/2021

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Consider Cleaning Services Agreements with Development Achievement Center (DAC)	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Pat Oman	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Pat Oman, County Administrator	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): The enclosed contract is for the 2021 cleaning services agreement with the Mille Lacs County Area Developmental Achievement Center Inc. for custodial cleaning at the Historic Courthouse (which includes the Highway building in Milaca). This is comparable to the 2020 contract.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve and authorize County Administrator to sign contract	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$14.72/hr Are funds available in the budget? ☒ Yes ☐ No If no, please explain:	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) 2021 Cleaning contract for Historic Courthouse and Highway Department.	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled:	



Not.

CONTRACT BETWEEN
MILLE LACS COUNTY
AND
MILLE LACS COUNTY AREA
DEVELOPMENTAL ACHIEVEMENT CENTER, INC.

Mille Lacs County agrees to the Cleaning Services Agreement as stated in Appendix A for cleaning services delivered by the clients of Mille Lacs County Area Developmental Achievement Center, Inc., hereinafter referred to as the DAC.

A period of this agreement shall be from January 1, 2021, through December 31, 2021. The amount of \$14.72 per hour will be paid to the DAC by Mille Lacs County for each hour of client service. This amount will be billed at the end of each month of service. Payment terms are net thirty days.

Mille Lacs County Area DAC is responsible for payment of client wages, FICA, and workers' compensation.

The DAC will provide clients who have the skills to accomplish the tasks needed. Clients will be supervised by DAC staff to ensure the job is done to Mille Lacs County's satisfaction.

Mille Lacs County will provide all necessary equipment, supplies and products.

Service will not be provided when clients are not at the DAC. For the term of this contract these dates are: January 1st, & 18th, February 15th, April 2nd, May 31st, June 4th, July 5th, September 6th, November 25th and 26th, and December 18th, 23rd, 24th, 27th, & 31st.

In the event of a weather related closure, you will be notified, and services will be made up whenever possible.

This agreement may be reviewed as often as necessary by either party for determining time required and quality of performance. This contract can be terminated with two (2) weeks written notice by either party.

SIGNED THIS DATE:

A handwritten signature in black ink, appearing to read "Heidi", written over a horizontal line.

County Administrator
Mille Lacs County

2/2/2021
date

A handwritten signature in black ink, appearing to read "Rodney G. Peltoma", written over a horizontal line.

Rodney G. Peltoma, Director
Mille Lacs County Area Developmental Achievement Center, Inc.

1/7/2021
date

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 02/02/2021

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Consider Audit Engagement Letter with the Office of the Minnesota State Auditor	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: 5 minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Pat Oman	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Pat Oman, County Administrator	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): The enclosed audit engagement letter from the office of the Minnesota State Auditor outlines audit services that will be provided to Mille Lacs County for the year ending in December 31, 2020.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Authorize signatures of the Board Chair, County Auditor-Treasurer, and County Administrator	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☐ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☐ Yes ☐ No If no, please explain: _____	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) audit engagement letter	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

Julie Blaha
State Auditor



Suite 500
525 Park Street
Saint Paul, MN
55103

January 14, 2021

Mr. Pat Oman, County Administrator
Mille Lacs County Courthouse
635 – 2nd Street Southeast
Milaca, Minnesota 56353

Members of the Board of Commissioners
County Auditor-Treasurer
Mille Lacs County

We are pleased to confirm our understanding of the services we are to provide pursuant to Minnesota Laws for Mille Lacs County, Minnesota, for the year ended December 31, 2020. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Mille Lacs County as of and for the year ended December 31, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Mille Lacs County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Mille Lacs County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by accounting principles generally accepted in the United States of America (GAAP) and will be subjected to certain limited procedures, but will not be audited:

- Management's discussion and analysis
- Budgetary presentations for the general and major special revenue funds and related notes
- GASB-required supplementary other postemployment benefits and pension information and related notes

We have also been engaged to report on supplementary information other than RSI that accompanies Mille Lacs County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting

and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the basic financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Combining and individual fund statements
- Ditch schedule
- Schedule of intergovernmental revenue
- Schedule of expenditures of federal awards and related notes

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (a) the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance; and (b) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; and the legal provisions of the *Minnesota Legal Compliance Audit*

Guides, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions and to report in conformity with the provisions of the *Minnesota Legal Compliance Audit Guides*. We will issue written reports upon completion of our single audit. Our reports will be addressed to the governing body of Mille Lacs County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements, notes, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. In order to meet your responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, you agree to have information completed and available for audit by the dates identified in a schedule of completion document provided to auditors. If you are unable to prepare the information needed for the financial statements, schedule of expenditures of federal awards, or related notes, or if the completion schedule varies significantly, we will, based on our staffing availability, provide the additional nonaudit services necessary to assist in the preparation of your draft financial statements, schedule of expenditures of federal awards, and related notes, in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on management's chart of accounts and other information determined and approved by management. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. Any such services will be performed in accordance with applicable professional standards. The County understands this will result in additional costs and agrees to pay for these services.

You will be required to acknowledge in the written management representation letter our assistance, if any, with preparation of the financial statements, schedule of expenditures of federal awards, and related notes, and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes and any other nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

We will prepare the trial balances for use during the audit. Our preparation of the trial balances will be limited to formatting information into working trial balances based on management's chart of accounts. We will also provide clerical assistance consisting of typing, formatting, and printing and/or binding the financial report.

Management is responsible for (a) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported.

Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (a) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (b) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (c) additional information that we may request for the purpose of the audit, and (d) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified

including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings, if applicable, should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written management representation letter that (a) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (b) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (c) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written management representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing us with report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those financial audits, attestation engagements, performance audits,

or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditor's report, you understand that you must obtain our prior consent to reproduce or use our report in bond offering official statements or other documents.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (a) errors, (b) fraudulent financial reporting, (c) misappropriation of assets, or (d) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Mille Lacs County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of

Mille Lacs County
January 14, 2021
Page 8

those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Mille Lacs County's major programs. The purpose of these procedures will be to express an opinion on Mille Lacs County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Audit Administration and Other

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. Additional copies of the reporting package may be required. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide your governing body, management, related organization representatives, and, if applicable, nonfederal grantor entities with copies of our reports. Management is responsible for all other distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of the Minnesota Office of the State Auditor. We may be requested to make certain audit documentation and appropriate individuals available to a cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. If requested, access to such audit documentation will be provided under our supervision. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained, pursuant to our record retention plan, for a period of ten years after the date the auditor's report is issued. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact those

contesting the audit finding for guidance prior to destroying the audit documentation. We will be available throughout the year to answer questions, provide assistance, or assist you in implementing any of our recommendations.

Our fees are based on standard hourly rates plus travel and any out-of-pocket expenses. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Due to restrictions related to the COVID-19 pandemic auditing procedures are planned to be conducted remotely, to the extent possible. Periodic progress billings will be sent to you. The condition of your records and the assistance you are able to provide us affects both the timeliness and cost of the audit.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract when requested by you. Our 2018 peer review report can be found on our website at www.auditor.state.mn.us.

We appreciate the opportunity to be of service to Mille Lacs County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please contact me at (651) 284-4136 or Randall.Vogt@osa.state.mn.us or Amy Ames, Audit Manager, at (651) 282-2392 or Amy.Ames@osa.state.mn.us. If you agree with the terms of our engagement as described in this letter, please sign where provided below and return it to us.

Sincerely,



Randall R. Vogt, CPA, Audit Director

Approved: This letter correctly sets forth the understanding of Mille Lacs County.



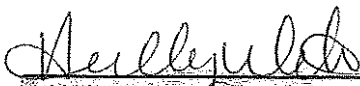
Chair, Board of Commissioners

2-2-2021

Date

County Auditor-Treasurer

Date



County Administrator

2/2/2021

Date

Board Agenda Request Form

Board of County Commissioners

Requested Meeting Date: 02/02/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Consider Resolution No. 02-02-2021-01, Approval of Charitable Gambling	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Eric Bartusch	Department: Auditor - Treasurer
Who will attend the meeting and be able to respond to questions? Give name and title: Pat Oman, County Administrator	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Defending the Blue Line dba United Heroes League submitted an Application for Exempt Permit to conduct a raffle event on February 13, 2021 at Nitti's Hunters Point Resort located at 5436 479th St. Isle, MN 56342. County Board approval is required.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Adopt Resolution No. 02-02-2021-01.	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☒ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☐ Yes ☐ No If no, please explain: _____	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Resolution No. 02-02-2021-01; Gambling Application	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

Board of County Commissioners
Mille Lacs County, Minnesota

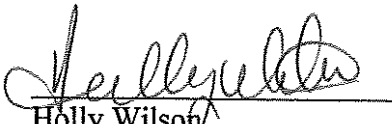
Resolution No. : 02-02-2021-01

Approval of Charitable Gambling

BE IT RESOLVED, the Mille Lacs County Board of Commissioners hereby approves granting an Exempt Permit for Defending the Blue Line dba United Heroes League to conduct a raffle event on February 13, 2021 at Nitti's Hunters Point Resort located at 5436 479th St. Isle, MN 56342.

Adopted this 2nd day of February, 2021

Attest:



Holly Wilson
Assistant County Administrator



David Oslin
County Board Chairperson

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit11/17
Page 1 of 2

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Defending the Blue Line DBA United Heroes League Previous Gambling Permit Number: 93 112
 Minnesota Tax ID Number, if any: 1180618 Federal Employer ID Number (FEIN), if any: 27-0711063
 Mailing Address: 15211 Ravenna Trail
 City: Hastings State: MN Zip: 55033 County: Dakota County
 Name of Chief Executive Officer (CEO): Shane Hudella
 CEO Daytime Phone: 651-319-0737 CEO Email: ShaneH@UnitedHeroesLeague.org
 Email permit to (if other than the CEO): MollyC@UnitedHeroesLeague.org (permit will be emailed to this email address unless otherwise indicated below)

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☒ Veterans ☐ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☐ **A current calendar year Certificate of Good Standing**
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103
 Secretary of State website, phone numbers:
www.sos.state.mn.us
 651-296-2803, or toll free 1-877-551-6767
- ☒ **IRS income tax exemption (501(c)) letter in your organization's name**
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Nitti's Hunters Point Resort

Physical Address (do not use P.O. box): 5436 479th St. Isle, MN 56342

Check one:

☒ City: Isle Zip: 56342 County: Miller Lake
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 2/13/21

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

11/17
Page 2 of 2

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

COUNTY APPROVAL for a gambling premises located in a township

- ☒ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: Miller Lakes County

Signature of County Personnel: [Signature]

Title: Asst County Admin Date: 2/2/2021

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: [Signature] Date: 1/20/01
(Signature must be CEO's signature; designee may not sign)

Print Name: SHANE Hudella

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- a copy of your proof of nonprofit status; and
- application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: 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 the

application. 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. 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. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & 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.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer



Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

4.9

In reply refer to: 0248359979
Feb. 05, 2014 LTR 4168C 0
27-0711063 000000 00

00031807
BODC: TE

DEFENDING THE BLUE LINE
% SHANE HUDELLA
15211 RAVENNA TRAIL
HASTINGS MN 55033



042802

Employer Identification Number: 27-0711063
Person to Contact: Ms. Sene
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Jan. 27, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in November 2009.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

Requested Meeting Date: 02/02/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Consider Resolution No. 2021-2-2-21-2, 2019 LOST Road Projects 106, 112, and 151	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Neal Knopik, County Engineer	Department: Public Works
Who will attend the meeting and be able to respond to questions? Give name and title: Neal Knopik, County Engineer	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Please approve the resolution to accept the 2019 LOST Roads Projects which included work on County Roads 106, 112 and 151.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Adopt Resolution No. 2021-2-2-21-2, 2019 LOST Road Projects 106, 112, and 151.	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$6,549,790.76 Are funds available in the budget? ☒ Yes ☐ No If no, please explain:	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Resolution No. 2021-2-2-21-2, 2019 LOST Road Projects 106, 112, and 151	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

**Board of County Commissioners
Mille Lacs County, Minnesota**

ACCEPTANCE OF CP 048-106-019, CP 048-112-019 AND CP 048-151-019

2019 LOST ROADS PROJECTS 106, 112 and 151

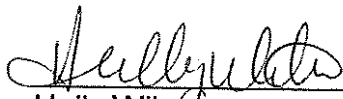
PWD Resolution No. 2021-2-2-21-2

WHEREAS, CP 048-106-019, CP 048-112-019, CP 048-151-019, Contract No. 201806, 2019 LOST Roads, by OMG Midwest Inc. dba Minnesota Paving and Materials, 14475 Quiram Drive, Rogers, MN 55374; located on County Road 106 from 156' west of 170th Avenue/CR68 to 145th Avenue/CSAH 18, County Road 112 from TH 23 to 160th Street/CSAH9 and County Road 151 from 190th Street/CSAH 11 to 210th Street/CSAH 16; original contract cost was \$6,549,790.76 and the final contract cost is \$6,459,108.99; and the County Board being fully advised,

NOW THEREFORE, BE IT RESOLVED, that we do hereby accept said completed project for Mille Lacs County and authorize final payment.

Adopted this 2nd day of February, 2021

ATTEST:



Holly Wilson
Mille Lacs County Assistant Administrator



Dave Oslin
Mille Lacs County Board Chair

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 02/02/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Consider Great Northern Trail Memo of Understanding Agreement	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Neal Knopik, County Engineer	Department: Public Works/Environmental Resources
Who will attend the meeting and be able to respond to questions? Give name and title: Neal Knopik, County Engineer	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): In Dillon's absence, the Great Northern Trail Partners have contacted the County Engineer and are requesting that Mille Lacs County sign the attached Memo of Understanding (MOU) agreement. The next step will be to obtain proposals from firms to facilitate a Master Planning Process that results in a Master Plan for the Great Northern Trail. They have requested a financial commitment from Mille Lacs County in the amount of \$1,000 to help this project move forward.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve the Great Northern Trail Partners MOU agreement.	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$1,000 Are funds available in the budget? ☐ Yes ☐ No If no, please explain: From Environmental Resources Budget	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Great Northern Trail MOU, map and draft RFP.	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

Great Northern Trail Partners MOU

Sherburne and Mille Lacs Counties, Cities of Elk River, Zimmerman and Princeton (collectively known as "Parties") hereby enter into this Memorandum of Understanding:

Partners agree to work together on management and development of the Great Northern Trail (GNT) as a Committee in order to enhance recreational opportunities for residents of the eastern Sherburne County and Mille Lacs County region. Through this initiative; partners will seek to define roles and responsibilities of each governing entity to include funding strategies for acquisition and development, define the trail corridor to include local connections, assess current trail conditions and develop a strategy for trail gaps, determine responsibilities for operations and maintenance, define allowable trail uses and seek regional designation from the Greater Minnesota Regional Parks and Trails Commission. The Parties understand that any decision-making lies with the Boards or Councils (collectively referred to as "Boards") of the respective parties that have ownership of trail corridor. The Committee will:

1. Include the Parties as well as townships bisected by the GNT as stakeholders on the committee. Townships will be able to participate in discussions and provide feedback to the Parties;
2. The committee will meet quarterly for first year, then move to as needed with regular communication through emails;
3. The committee will develop a Master Plan for GNT system for consideration of adoption by the Parties;
4. The committee will recommend to the Parties' respective boards a cost sharing model per project or a cost allocation of professional services that benefit the entire trail.
5. The committee will provide a framework to pursue Regional Designation through the Greater Minnesota Parks and Trails Commission for consideration by the Parties' Board;
6. The committee will recommend to each Party permitting procedures and conditions for special events;
7. The committee will recommend to each Party guidelines for Trail Closure (such as hunting season, etc.);
8. The committee will recommend maintenance standards to the Parties; and,
9. The committee will make recommendations on the acquisition of easements and fee title interest in real property for each Party's Board consideration.

Each party agrees to designate a person(s) to work with the committee.

This memorandum of understanding will last for one year from the date of the last signature of a Party to this agreement.

The parties have executed this Memorandum of Understanding to be effective as of the date of the last signature.

Sherburne County

By: _____

Name: _____

Title: _____

Date: _____

Mille Lacs County

By: Holly Wilson

Name: Holly Wilson

Title: Assistant County Administrator

Date: 2/2/2021

City of Elk River

By: _____

Name: _____

Title: _____

Date: _____

City of Zimmerman

By: _____

Name: _____

Title: _____

Date: _____

City of Princeton

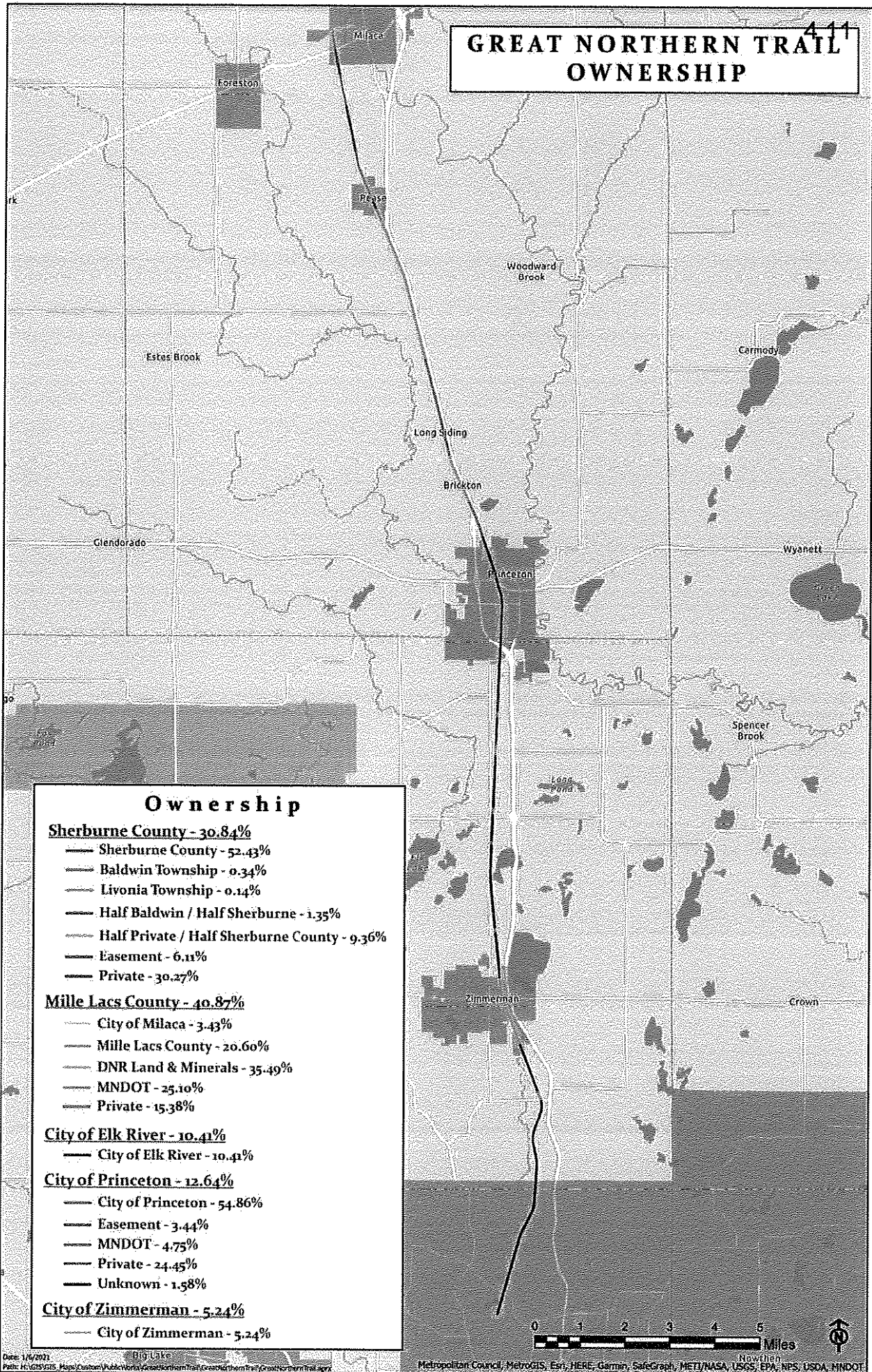
By: _____

Name: _____

Title: _____

Date: _____

GREAT NORTHERN TRAIL⁴¹¹ OWNERSHIP





REQUEST FOR PROPOSAL - *DRAFT*

Trail Master Plan

December 20, 2020

The Sherburne County Parks and Recreation Department (SCPR), on behalf of the Great Northern Trail Partnership Committee (GNTPC) seeks proposals from qualified and experienced firms to facilitate a Master Planning Process that results in a Master Plan that will be used to pursue designation as a Regional Trail through the Greater MN Parks & Trails Commission (GMPTC) and meets the strategic master plan requirements of the GMPTC

https://www.gmrptcommission.org/uploads/5/1/2/9/51294637/gmrpt_strategic_plan_master_plan_requirements_2015_update.pdf

Project Site	The Great Northern Trail
Address/Directions:	On historic railroad grade between Elk River and Milaca
Counties:	Sherburne & Mille Lacs
Total Trail Miles:	32

Project Site Background:

Sherburne County Parks and Recreation Department is partnering with Mille Lacs County, the City of Elk River, the City of Zimmerman and the City of Princeton on development of the Great Northern Trail. The southmost 9 miles of the trail are paved from Elk River to Zimmerman, as well as a 2 miles segment through the City of Princeton. As partners we will be seeking sources of funding to develop and enhance recreational opportunities for trail users and intend to submit an application for Regional Designation through the Greater MN Parks & Trails Commission. A Master Plan is a pre-requisite for applying through the Commission.

Project Scope:

The selected firm shall provide services for this project that include master plan requirements specified in the Greater MN Parks & Trails Commission Protocol as listed below:

1. Introduction & Overview
2. A clear definition of implementing agency and regional partners that support the project
3. A site description with regional context
4. A description of site information, including landforms, natural resources, cultural resources and boundaries
5. Vision statement that relates to the demographics driving the demand, information on recreational trends, public health values and opportunities for economic development and tourism
6. A regional significance statement that defines the classification of the park potential of the land and how it meets the criteria for the classification

7. Collaborate with GNTPC to develop and implement public outreach that include online surveys, graphics and content for the partners to use on individual social media to gain public input and recommendations for additional public engagement options considering COVID guidelines
8. Facilitate 2 public engagement events; one in Sherburne County and one in Mille Lacs County. Locations should be as centrally located as possible to secure locations that are able to accommodate social distancing and adherence to COVID Safety Guidelines. The GNTPC will assist in selecting locations.
9. Findings of public engagement processes summarized with areas of conflict and resolution options defined
10. A development master plan that describes proposed features, trail alignment options where ownership gaps exist, amenities, how accessibility will be addressed and interpretive potential; all to be supported with site maps, aerial imagery, site photos, precedent images/graphics and written text
11. An ecological and land resources plan that describes natural resources within the corridor; how water, land and plant communities will be protected and enhanced; include available supporting maps that document natural, cultural and historic features such as the MN Land Cover Classification System, the Minnesota County Biological Survey and the Natural Heritage Information System.
12. Completion of Regional Designation Application through the GMPTC Platform on behalf of the GNTPC

Other Project Related Items

1. Work shall be performed by or under the direct supervision of a Landscape Architect and/or Professional Engineer licensed to practice in the State of Minnesota.
2. Respondents shall demonstrate extensive experience completing master planning for large nature-based recreational areas, preference will be given to those with experience master planning for Regionally Designated Parks.
3. Respondents are encouraged to propose additional tasks or activities that may likely enhance the results of the project. Additional tasks should be separate from the required items and identified as optional services with additional fee rates.
4. All printed and electronic data and documents related to the planning process must be submitted in a format approved by GNTPC and shall become property of GNTPC at the completion of the project.

Proposal Content

1. Letter of interest that includes an overview of the firm and sub-consultants that lists the team's qualifications, specifies the project manager, the primary contact and the project principal representing the contractual authority of the firm.
2. A project organizational chart that illustrates team composition with key staff members and their roles defined.
3. Resumes of the project manager, principal and key staff.
4. List of estimated project hours for each staff member and current hourly rates.
5. Statement of project understanding, proposed approach and coordination methods.
6. Three project descriptions for recent projects similar in scope (regional or local park master plans) that highlight the follow types of experience:
 - a. Planning and design of regional parks

- b. Facilitation of public input for park master planning
- c. Planning and designing around natural and cultural resources of protect resources and enhance user experience
- d. Master planning with GMPTC Master Planning Portal

For each project description, provide references (name, email and phone numbers).

- 7. Schedule that outlines key tasks, milestones and critical sequence based on upon the GNTPC's proposed timeline.
- 8. Proposal Submission:

Proposals may be submitted electronically via email to:

Gina Hugo, Parks Coordinator - gina.hugo@co.sherburne.mn.us

Late proposals will not be accepted. All proposals shall become public information after selection and remain the property of the GNTPC.

Important Dates

Solicit Request for Proposal	December 20, 2020
Deadline for questions	January 7, 2021
Clarifications send to all firms	January 14, 2021
Quotes Due	January 28, 2021
Awarding of contract to Service Provider	February 25, 2021

Questions:

Submit questions to:

Gina Hugo, Parks Coordinator – gina.hugo@co.sherburne.mn.us

Evaluation and Selection

GNTPC will evaluate quotes based on the following:

1. Respondent's demonstrated experience and knowledge in completing Master Planning for Regional Designation through GMPTC
2. Respondent's understanding of the goals and objectives of the project
3. Key staff assigned to project and related experience
4. Ability to complete Master Plan and Regional Designation Application before August 1, 2021
5. References
6. Cost

The GNTPC may decide to conduct virtual interviews or simply select the proposal that is determined to be the most advantageous to the GNTPC. A contract will be negotiated with the selected firm. The GNTPC reserves the right to reject any or all proposals.

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 02/02/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Information Only: County Engineer's Informational Notes	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Neal Knopik, County Engineer	Department: Public Works
Who will attend the meeting and be able to respond to questions? Give name and title: Neal Knopik, County Engineer	
Summary of Issue <i>(include previous Board or Committee actions and/or minutes, as well as applicable dates):</i> The County Engineer provides information in the attached document summarizing recent Public Works accomplishments.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Information only.	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☐ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☐ Yes ☐ No If no, please explain: Will use grant funds if approved	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) County Engineer's Notes Summarizing Recent Accomplishments	
Board action: <i>(for use by Recording Secretary)</i> ☐ Approved ☐ Denied ☐ Tabled: _____	



Public Works Department
 635 2nd Street SE
 Milaca, MN 56353
 (320) 983-8201

Neal Knopik, PE
 County Engineer

Reed Pederson
 Construction Services Manager

Kevin Schultz
 Highway Maintenance Superintendent

County Engineer Informational Notes 2-2-2021

Transportation Alternatives Grant – \$156,000 grant application submitted on 1-7-21 for ramp improvements along CASH 36. Should hear back on April 15th if our application was successful. Thank you for approving it.

Wahkon Transportation Alternatives Grant - worked with Karrie from Wahkon and other counties to be sure we were correctly sponsoring the project and not accepting additional financial burden by sponsoring it. Thank you for approving that as well.

CSAH 5 Bridge Project – Discovered from MnDOT that the bridge bond portion wasn't closed out and the reimbursement was about to expire, so we put together a reimbursement request package for and received \$121,000 a couple weeks ago.

Reduced Conflict Intersections Variance – Submitting a variance package to the MnDOT Variance committee in order to use state aid funding to pay for County's approximately \$83,000 match for the project otherwise we would have to pay for that out of our Public Works budget.

CSAH 14 – Plan on submitting the design to MnDOT for review last week. ROW acquisition nearly complete as well. Are reviewing old specifications I wrote in the past for relevant verbiage to use on this one.

CSAH 16 Box Culvert Project – Received word this week that the bridge bond for this was approved.

101 Closeout - Per recommendations of the MnDOT State Contract Department and our County Attorney, Knife River has been directed to follow the claims procedures outlined in Section 1517 of the MnDOT Standard Specifications for Construction. They are working on that claim package now but are also requesting to meet with the Board.

Working closing out several other projects now as well.

Snow Event - Crews were out last week to clean up after the storm.

Soo Line Trails – Stop and stop ahead signs installed. Looking into agreements for other improvements and maintenance responsibilities.

County Ditch 4 – Got word the contractor was remobilizing a couple weeks ago.

Working on sponsoring projects for Borgholm and Princeton Townships. Will fill you in when they give me more information.

Requested Meeting Date: 02/02/2021

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration:

Consider 2021 Legal Services Agreement

Consent Agenda

- ☐ Approve/Deny Motion ☐ Information Only
☐ Schedule Public Hearing*

*provide sample notice that will run in paper

Regular Agenda – Estimate Time Needed: 5 minutes

- ☒ Approve/Deny Motion ☐ Discussion Item
☐ Direction Requested ☐ Hold Public Hearing*
☐ Presentation of Information

*provide copy of hearing notice that was published

Submitted by:

Pat Oman

Department:

ASO

Who will attend the meeting and be able to respond to questions? Give name and title:

Pat Oman, County Administrator

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):

Consider 2021 Legal Services Agreement with Rinke Noonan. Rinke Noonan is proposing two billing options.

Proposal option one: monthly retainer + hourly services. This will include a \$200 monthly retainer arrangement which covers simple inquiries and verbal and written opinions general in nature for the Drainage Authority Board and its staff. Work performed outside the scope of the flat monthly retainer fee will be billed within individual matter files according to the discounted hourly rates for government clients.

Proposal option two: hourly services only. All work performed for the Drainage Authority will be billed according to the discounted hourly rates for government clients.

Alternatives/Options/Comments:

Recommended Action/Motion:

Approve 2021 Legal Services Agreement with Rinke Noonan proposal option one: monthly retainer + hourly services.

Financial Impact:

Is there a cost associated with this request? ☒ Yes ☐ No

What is the total cost, including tax and shipping? \$

Are funds available in the budget? ☒ Yes ☐ No If no, please explain:

Additional Information Attached:

☒ Contract/Agreement

Approved by County Attorney's Office: ☒ Yes ☐ No If no, please explain:

☐ Minutes of Relevant Meeting(s)

☒ Background Information (such as price quotes, etc.)

2021 Legal Services Agreement

Board action: (for use by Recording Secretary)

☐ Approved ☐ Denied ☐ Tabled:



November 30, 2020

Mille Lacs County
c/o Mr. Eric Bartusch, Auditor/Treasurer
Historic Courthouse
635 Second Street SE
Milaca, MN 56353

Mr. Joe Walsh
Mille Lacs County Attorney
Mille Lacs County Justice Center
225 Sixth Avenue SE
Milaca, MN 56353

SENT VIA U.S. MAIL & EMAIL TO:
paul.prokosch@co.mille-lacs.mn.us

SENT VIA U.S. MAIL & EMAIL TO:
joe.walsh@co.mille-lacs.mn.us

**Re: 2021 Legal Services Agreement
Our File No. 13610-0006**

Dear Mr. Bartusch and Mr. Walsh:

Thank you for placing your confidence in Rinke Noonan to provide legal counsel to Mille Lacs County ("Drainage Authority") in its capacity as the public drainage authority under Minnesota Statutes, chapter 103E. We are writing to provide the terms of our proposed public drainage authority representation for 2021.

Should the Drainage Authority renew its agreement with Rinke Noonan, our representation will be limited to the matters described herein. To the extent the Drainage Authority desires to engage our firm to represent it regarding other matters, the Drainage Authority will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services.

Identification of Parties: This Legal Services Agreement ("Agreement") is made between Rinke Noonan, Ltd. (hereinafter "Rinke Noonan", "We/we", "Our/our," or "Us/us") and Mille Lacs County (hereinafter referred to also as "Drainage Authority").

Scope of Representation: We have been engaged to represent the Drainage Authority for the purpose of advising it on matters related to its duties, authorities, and responsibilities as the public drainage authority for Mille Lacs County pursuant to Minnesota Statutes, chapter 103E.

Suite 300 US Bank Plaza
1015 W. St. Germain St.
P.O. Box 1497
St. Cloud, MN 56302
320.251.6700

www.rinkenoonan.com

[4036890] MN Public Drainage Authority LSA Letter 2021 (Counties)
11/25/2020 12:18 PM

Mille Lacs County
November 30, 2020
Page 2

Legal Fees and Billing Statements: Depending on the billing option you choose below, we will either submit a billing statement to you every thirty days or as work on a matter is completed. Expenses will be separately stated on the billing statement and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statement.

Unless notified otherwise, all billing statements will be addressed as follows:

Mille Lacs County
c/o Mr. Eric Bartusch, Auditor/Treasurer
Historic Courthouse
635 Second Street SE
Milaca, MN 56353

The Drainage Authority is responsible for payment of all legal fees, expenses, and disbursements. Please see the “Expenses” provision and “Late Payment and Failure to Pay” provisions of this Agreement for further information.

The Drainage Authority may choose between the two following billing options:

1. **PROPOSAL OPTION ONE – MONTHLY RETAINER + HOURLY SERVICES:**
We can offer a monthly retainer arrangement of \$200 per month, which covers simple inquiries and verbal and written opinions general in nature for the Drainage Authority Board and its staff. This allows the cost of such advice to be defrayed over the course of the month. Due to the nature and brevity of these inquiries and responses, billing statement entries for the retainer file will not be as detailed as statements for hourly service files regarding specific matters and proceedings. Work performed outside the scope of the flat monthly retainer fee will be billed within individual matter files according to the discounted hourly rates for government clients described below.
2. **PROPOSAL OPTION TWO – HOURLY SERVICES ONLY:** All work performed for the Drainage Authority as described in the Scope of Representation above will be billed according to the discounted hourly rates for government clients described below. Under this proposal, we may also open a general inquiries file for simple inquiries and verbal and written opinions general in nature for the Drainage Authority Board and its staff which are not related directly to a specific matter or proceeding.

Hourly Rate: In order to meet the unique needs of our public-sector, government clients, Rinke Noonan provides a reasonable discount in billing rates when compared to representation of our private clients. Our normal hourly rates for attorneys range from \$205 to \$395 per hour for private clients. Currently, our rates for our governmental clients for 2021 are as follows:

Mille Lacs County
November 30, 2020
Page 3

Senior Attorneys (7+ Years Experience):	\$325/hour
Associate Attorneys (4-7 Years Experience):	\$250/hour
Associate Attorneys (0-3 Years Experience):	\$200/hour
Paralegals & Legal Technicians:	\$95-\$185/hour
Clerical Staff:	No Charge

From time to time, it is necessary to adjust our hourly rates to compensate for increased experience factors or for inflationary cost increases in our economy. We will, of course, notify the Drainage Authority of such adjustments which are reviewed on a yearly basis.

I will serve as the primary attorney for the Drainage Authority on its public drainage matters described herein. In conjunction, the Drainage Authority may from time to time frequently work with the following public drainage authority attorneys:

Kale Van Bruggen, Senior Attorney
320-656-3522; kvanbruggen@rinkenoonan.com

John Kolb, Senior Attorney
320-656-3503; jkolb@rinkenoonan.com

Zachary Burmeister, Associate Attorney (4-7 yrs.)
320-656-3516; zburmeister@rinkenoonan.com

Gerald Von Korff, Senior Attorney
320-656-3508; jvonkorff@rinkenoonan.com

In the event of an emergency, the Drainage Authority and its staff should not hesitate to contact me or any of the individuals listed above. In addition, the Drainage Authority may contact paralegals Julie Fincher or Kathleen Bundy at 320-251-6700.

Other individuals may assist with Drainage Authority matters from time to time, or even assume a specific matter as the lead attorney. The use of associate attorneys, paralegals, legal technicians, law clerks, and other staff results in a direct savings to the Drainage Authority since they may more economically perform tasks which do not require the attention of a senior or lead attorney. If you have any questions or concerns regarding delegation of responsibilities and work between attorneys, please contact me to discuss these issues.

Except for the flat monthly retainer billing statements described in Proposal One above, it is our policy to describe services performed in a detailed manner so that the Drainage Authority and its staff may be able to understand fully our services and charges. If there are any questions relating to the services or the charges, we will be pleased to discuss them with the Drainage Authority or its staff at the earliest possible time after receipt of the billing statement, since the matters will be freshest in our memory at that time. Accordingly, the Drainage Authority agrees to notify us in writing or by email within 30 days of receiving our billing statement if it disputes any entry for legal services or charges on any billing statement. In the absence of any written or emailed objections thereto within 30 days of the Drainage Authority's receipt of a billing statement, the Drainage Authority will be deemed to have accepted and acknowledged the billing statement as correct through the period covered by the billing statement.

Mille Lacs County
November 30, 2020
Page 4

Expenses: In the course of rendering legal services to the Drainage Authority, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, overnight or special delivery service, and travel. The actual expenses incurred will vary depending on the services that we provide. We do not, however, charge for photocopying or mileage. Expense items incurred on the Drainage Authority's behalf will be itemized separately and listed on our billing statements.

Late Payment and Failure to Pay: If the Drainage Authority fails to pay our statements in full on or before the due date set forth on the statement, we reserve the right to assess a monthly service charge equal to 8% per annum, or at the highest rate allowed by law, whichever is lower, of all legal fees, expenses, and disbursements that are past due. This monthly service charge will be billed to the Drainage Authority at the end of each month in which a late payment occurs. (See the enclosed disclosures).

Conflict of Interest Waiver: Rinke Noonan has over 28 attorneys in the firm and represents numerous business and individual clients having interactions with various governmental entities. Therefore, we want to ensure that by representing the Drainage Authority, we are not conflicting the firm out of representing other clients who may be adverse to the Drainage Authority on matters factually and legally unrelated to our public drainage representation. By our office representing the Drainage Authority on Statutes, chapter 103E matters, the Drainage Authority agrees that our representation of the Drainage Authority should not prohibit our office from representing clients on other unrelated matters that may be adverse to the Drainage Authority. These matters may include, but are not limited to, requests for economic development assistance, land use applications, criminal defense matters where the County is prosecuting, construction disputes, or other matters unrelated to Statutes, chapter 103E. If there is a civil or criminal matter that may be contentious or would involve litigation against the Drainage Authority, we will contact the Drainage Authority prior to undertaking the representation so that an informed decision can be made specific to that representation.

Review of this Agreement: This Agreement is being provided to the Drainage Authority Board of Commissioners and to the Mille Lacs County Attorney. In addition to the County Attorney's review of this Agreement, we are requesting the Board and the County Attorney sign the original Agreement herein. Minnesota Statutes, sections 103E.071 and 388.09, subdivision 1 permits the County to employ an attorney to assist the county attorney, to appear for the county or any county officer in any action in which the county or officer in an official capacity is a party, to advise the board or its members in relation to the action, or in any other matter affecting the interests of the county.

Mille Lacs County
November 30, 2020
Page 5

If you have any questions or concerns about the terms of this Agreement, please contact us immediately. On behalf of Rinke Noonan Law Firm, we appreciate the opportunity to represent the Drainage Authority and to work with it and its staff.

Sincerely,

/s/ Kurt A. Deter

Kurt A. Deter
KAD/cmt

Enclosure

By signing this Agreement, the Drainage Authority and County Attorney confirm that they have read this Agreement, understand its provisions, and agree to abide by it.

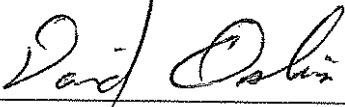
Mille Lacs County hereby approves:

X **PROPOSAL OPTION ONE**

 PROPOSAL OPTION TWO

as the Agreement for legal services between the Drainage Authority and Rinke Noonan as described in this proposal. The Drainage Authority agrees to pay Rinke Noonan on demand any sum which may become due to Rinke Noonan according to the above-described terms.

MILLE LACS COUNTY BOARD OF COMMISSIONERS

Dated: 2-2, 2021. By 
Chairperson

MILLE LACS COUNTY ATTORNEY

Dated: _____, 20____. By _____
Joe Walsh

[13610-0006/4036890/1]

**This Initial Disclosure Statement is being provided to you in accordance with
Regulation Z - Truth in Lending (12 CFR Section 226).**

You will be billed monthly for charges for services we have performed for you and expenses we have paid or incurred on your behalf. FINANCE CHARGES will begin to accrue one month after the Closing Date if the statement is not paid in full prior to such time. The Closing Date is the last day of the month and the end of our billing cycle. FINANCE CHARGES will be calculated at a periodic rate equal to .666 percent which corresponds to an ANNUAL PERCENTAGE RATE equal to eight percent (8%). If you pay all charges which appear on your monthly statement within one month of the Closing Date, no FINANCE CHARGE will be made to your account.

**EXPLANATION OF METHOD USED TO DETERMINE THE BALANCE
ON WHICH THE FINANCE CHARGE MAY BE COMPUTED**

We figure the FINANCE CHARGE on your account by applying the periodic rate to the amount you owe at the end of each cycle (including charges for new services and deducting payments and credits made during the billing cycle). If you fail to pay your bill, we may also be able to place an attorney's lien upon real or personal property that you may own or acquire an interest in pursuant to Minnesota Statutes Section 481.13.

YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

Your name and file number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within thirty (30) days unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we have made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 02/02/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Consider Letter to Minnesota Governor and Attorney General	
Consent Agenda ☐ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: 10 minutes ☒ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Pat Oman, County Administrator	Department: Mille Lacs County Administrative Services Office
Who will attend the meeting and be able to respond to questions? Give name and title: Pat Oman, County Administrator; Joe Walsh, County Attorney.	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): At its January 19th, 2021 County Board meeting discussed the placement of signs by the Department of Transportation recognizing tribal boundaries. The County Board of Commissioners directed the County Attorney and County Administrator to develop a letter to the Governor and Attorney General that would be reviewed by the County Board at its February 2nd, 2021 regular County Board meeting.	
Alternatives/Options/Comments: Revise Letter, Authorize County Board Chair to Sign.	
Recommended Action/Motion: Authorize Board Chair to sign.	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☒ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☐ Yes ☐ No If no, please explain: _____	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Letter	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	



52
Administrative Services Office
635 2nd Street SE
Milaca, MN 56353

Phone: (320) 983-8218
Fax: (320) 983-8382

Office of Governor Tim Walz &
Lt. Governor Peggy Flanagan
130 State Capitol
75 Rev Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155

Office of Minnesota Attorney General Keith Ellison
445 Minnesota Street, Suite 1400
St. Paul, MN 55101-2131

Dear Governor Walz & Attorney General Ellison:

Many Mille Lacs County residents independently informed us about the new Department of Transportation Road signs that were installed to mark the boundary of the 1855 reservation. We are very disappointed that these road signs were installed without any collaboration with, or communication to, Mille Lacs County.

We understand that these road signs are a direct result of your decision to change the State's long-held opinion on the current boundary of the Mille Lacs Band's reservation in February 2020. In doing so, the State relied on a Federal opinion that was deliberately withheld from Mille Lacs County for a period of months in 2015 to 2016 on orders from Washington, D.C. This information came from an Assistant United States Attorney familiar with those orders. The pattern of our own State and Federal government refusing to provide us information or collaborate with us regarding something that significantly impacts Mille Lacs County residents is concerning.

At the time you changed the State's position, the enclosed guidance was given to the Department of Transportation regarding the "Clarification on the Mille Lacs Reservation Boundary." That news release states: "MnDOT does not anticipate any major changes at this time and looks forward to working collaboratively with Mille Lacs County and the Mille Lacs Band of Ojibwe." The placement of these signs is a significant change that was not done collaboratively with Mille Lacs County. Mille Lacs County would like a more collaborative relationship in the future to ensure that the voices of our citizens are heard before state policy is developed.

Much of our time the last few weeks has been taken up responding to constituent concerns regarding these signs. In response, Mille Lacs County has provided to a number of citizens a recently published Minnesota House Research publication entitled "American Indians, Indian Tribes, and State Government" to help our constituents answer their questions. Many residents of northern Mille Lacs County are concerned about the changing legal and regulatory environment that may take place if the 1855 reservation boundary is re-established. As this 157-page document describes, these issues are very complex. Some answers are not entirely clear and dependent on future developments, both legal and administrative at the State or Federal level. The consequences of other actions, such as the possibility of retrocession pursuant to 25 U.S.C. § 1323, would also be significantly different depending on the boundary of the reservation.



5.2

Administrative Services Office
635 2nd Street SE
Milaca, MN 56353

Phone: (320) 983-8218
Fax: (320) 983-8382

There is ample evidence that the re-establishment of the 1855 treaty boundary could significantly impact Minnesota citizens living and owning property within that area. Environmental regulation is one area that has already changed since the State's position on the boundary changed in February 2020. On a case-by-case basis, some businesses in the county have been notified that the Federal government has assumed environmental regulation from the Minnesota Pollution Control Agency regarding issues such as the regulation of underground storage tanks and the granting of stormwater permits.

As the House Research publication states, "State jurisdiction is preempted by the operation of federal law if it interferes or is incompatible with federal and tribal interests reflected in federal law, unless the State interests at stake are sufficient to justify the assertion of State authority." *Id.* at 68 (citing *New Mexico v. Mescalero Apache Tribe*, 462 U.S. 324, 334 (1983)). The State has not shown any recent interest in defending any interest of a non-Band member in northern Mille Lacs County. Where a tribe may pass an environmental regulation that is more stringent than federal law, tribal law will apply. *Id.* at 68. Tribes are eligible to administer these environmental regulations against any resident of their reservation and even get financial assistance from the Federal government for doing so. *Id.* In conclusion, the document says: "State regulatory environmental statutes do not apply on Indian lands. The distinction between these two categories is not, however, a settled area of law." *Id.*

Another concern that many residents of northern Mille Lacs County have is provision of law enforcement services and the potential of being criminally prosecuted in tribal court. We understand that this is not something the Mille Lacs Band can currently do, and that they say they have no plans to do so. However, it does not go unnoticed that just days ago ten former United States Attorneys, including Thomas Heffelfinger, drafted an *Amici Curiae* brief in a current Ninth Circuit case on appeal to the Supreme Court addressing the authority of tribal law enforcement, co-authored by former Chief Justice of the Minnesota Supreme Court, Eric Magnuson. In doing so, the brief sets forth in detail the perceived shortcomings the current "Maze of Injustice" resulting from "widely varying potential sources of substantive criminal law and byzantine rules for their application."¹ *U.S. v. Cooley*, No. 19-1414, *Amici Curiae* brief dated January 15, 2021 at 18-25. Importantly, this brief cites with approval the findings of the Indian Law and Order Commission. *Id.* at 9 (citing ILOC, A Roadmap for Making Native America Safer, Report to the President and Congress of the United States (November 2013), available at <https://www.aisc.ucla.edu/iloc/report/>).

The ILOC Roadmap requests that all tribes be allowed to "opt-out" of all state or federal criminal jurisdiction within their reservation and "be restored to their inherent authority to prosecute and punish offenders." ILOC Roadmap, Ch. 1 at 23 (noting that all "work-arounds" like cooperative agreements should be rejected). This would apply to "all persons within the exterior boundaries of the Tribe's lands as defined in the Federal Indian Country Act." *Id.* The only concession required would be a promise to "afford all individuals charged with a crime with civil rights protections equivalent to those guaranteed by the U.S. Constitution," appellate review by a new Article III Federal Court, and Federal habeas corpus remedies. *Id.* at 23-25. If this policy position is adopted as law, the re-establishment of the 1855 reservation boundary would be a monumental change for the residents of northern Mille Lacs County.

¹ With clear state criminal authority pursuant to Public Law 280, these issues are quite different in Mille Lacs County, absent any retrocession that may be requested by the Mille Lacs Band.



Administrative Services Office

635 2nd Street SE

Milaca, MN 56353

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In hearing from our constituents, a common theme is that neither of your offices have taken their concerns into account. They do not feel as if they are being heard. They feel that they are being intentionally marginalized. We respectfully request that you provide an opportunity to personally listen to their concerns, some of which are listed above, and respond to them in a town hall forum. If you are willing to do so, this should be scheduled in advance to give people as much time as possible to make arrangements to attend and prepare any questions they have. Given the seriousness of the COVID-19 pandemic, we acknowledge that this may need to be a remote meeting, at your preference.

We look forward to hearing from you.

A handwritten signature in cursive script that reads "Dave Oslin".

Dave Oslin

Mille Lacs County Board Chairperson

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 02/02/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration:

Consider Joint Powers Agreement for the Implementation of Rum River Comprehensive Water Management Plan

Consent Agenda

- ☐ Approve/Deny Motion ☐ Information Only
☐ Schedule Public Hearing*

*provide sample notice that will run in paper

Regular Agenda – Estimate Time Needed: 20 minutes

- ☒ Approve/Deny Motion ☐ Discussion Item
☐ Direction Requested ☐ Hold Public Hearing*
☐ Presentation of Information

*provide copy of hearing notice that was published

Submitted by:

Pat Oman, County Administrator

Department:

Mille Lacs County Administrative Services Office

Who will attend the meeting and be able to respond to questions? Give name and title:

Pat Oman, County Administrator; Joe Walsh, County Attorney; Susan Shaw, SWCD; Jason Weinerman, BWSR.

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):

The Rum River "One Watershed, One Plan" Policy Committee is meeting on January 28th, 2021 to review the Joint Powers Agreement for the Implementation of the Rum River Comprehensive Water Management Plan. The County Attorney's office and Commissioner Reynolds have participated in the Policy Committee.

Jason Weinerman, BWSR Board Conservationist will be streaming in via Webex to present options for Mille Lacs County.

Alternatives/Options/Comments:

Authorize an Alternative Approach.

Recommended Action/Motion:

Approve Agreement.

Financial Impact:

Is there a cost associated with this request? ☐ Yes ☐ No

What is the total cost, including tax and shipping? \$

Are funds available in the budget? ☐ Yes ☐ No If no, please explain:

Additional Information Attached:

☒ Contract/Agreement

Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: COA has participated in Policy Committee

☐ Minutes of Relevant Meeting(s)

☒ Background Information (such as price quotes, etc.)

Upcoming Meetings and Goals, Agenda, Minutes, Joint Powers Agreement, Annual Work Plan, Rum River Post BWSR Plan Approval Options

Board action: (for use by Recording Secretary)

☐ Approved ☐ Denied ☐ Tabled:

Rum River "One Watershed, One Plan"		
Policy Committee Meeting #12 January 28, 2020 5:00-7:00 PM Zoom Virtual Meeting: https://us02web.zoom.us/j/81915461952?pwd=Y0ZBaW9jMWIWL1dRL20vVkJWVThtUT09 Call in: 1 312 626 6799 Meeting ID: 819 1546 1952 Passcode: 258709		Coming together to identify shared goals. Planning together to leverage unique capacity. Working together to achieve results. Vision Statement - Clean, abundant water for consumption, recreation, and habitat - Collaborative partnership among communities, working together towards a common goal - Community members and decision makers understand the challenges and opportunities facing the watershed - Innovative strategies to meet our goals
		Note taker: Harmony Maslowski, Mille Lacs SWCD
Invited:	Aitkin County- Laurie Westerlund Aitkin SWCD- Bob Janzen Anoka CD- Colleen Werdien Benton County- Ed Popp Benton SWCD- Wade Bastian Crow Wing County- Bill Brekken Crow Wing SWCD- Diane Jacobson Isanti County- Greg Anderson & Terry Turnquist Isanti SWCD- Al Koczur Kanabec County- Dennis McNally Kanabec SWCD- Kim Johnson Lower Rum River WMO- Todd Hass Mille Lacs County- Genny Reynolds Mille Lacs SWCD- Jake Janski Morrison SWCD- Dale Scholl Sherburne County- Lisa Fobbe Sherburne SWCD- Kerry Saxton Upper Rum River WMO- Matt Downing Copied: Steering Committee, Policy committee Alternates; Jason Weinerman- BWSR; Barb Peichel- BWSR; Francine Larson- Sherburne SWCD; Gerry Maciej-Benton SWCD; Greg Williams- LRRWMO; Nancy Riddle- Sherburne County; Dan Weber- Sherburne County; Consultants-Julie Blackburn, ISG; Jen Kader, Freshwater; Kathleen Heaney-Sherburne County Attorney	
Pre-work:	• December 16 meeting minutes- DRAFT • Grant Budget • Progress Report • DRAFT JPE • Mock Work Plan	

Agenda Items			
Topic	Purpose	Lead	Time
1. Approve agenda	INFO/DECIDE	Chair	5 min.
2. Approve, December 16 2020 minutes Pg 3-5	DECIDE	Chair	2.5 min.
3. Project Updates Budget (Cibulka) Progress report (Determan) Outreach (Shaw) Pg 4-8	INFO	Planning Team	10 min.
4. Draft Joint Powers Agreement & Mock Work Plan: recommend to governing bodies for content approval Pg 9-21	DECIDE	Cibulka/Schurbon	60 min.
5. TAC Liaison Report	INFO	Chamberline	5 min.
6. Groundwater Summaries	INFO/DECIDE	Kader	30 min.
7. Advisory Committee Liaison Sign-up February 8: Kerry Saxton March 8: April 12:	DECIDE	Chair	1 min.
8. Next Meeting Date- February 25	INFO	Chair	1 min.
9. Adjourn	DECIDE	Chair	

Rum River "One Watershed, One Plan"

Policy Committee Outcomes
Meeting # 11

Coming together to identify shared goals.
Planning together to leverage unique capacity.
Working together to achieve results.

December 16, 2020
5:00-7:00 PM

Vision Statement

- Clean, abundant water for consumption, recreation and habitat
- Collaborative partnership among communities working towards a common goal
- Community members and decision makers understand the challenges and opportunities facing the watershed
- Innovative strategies to meet our goals

Zoom Meeting

Note taker: Harmony Maslowski, Mille Lacs SWCD

Voting Members Present:

Ed Popp – Benton County
Wade Bastian – Benton SWCD
Jim Chamberlin – Crow Wing SWCD
Greg Anderson – Isanti County
Al Koczur – Isanti SWCD
Todd Haas – Lower Rum River WMO
Genny Reynolds – Mille Lacs County
Jake Janski – Mille Lacs SWCD
Dale Scholl – Morrison SWCD
Lisa Fobbe – Sherburne County
Kerry Saxton – Sherburne SWCD

Alternates Present:

Jerry Schaubach – Isanti SWCD

Partners and Staff Present:

Dan Cibulka – Sherburne SWCD
Sam Seybold – Aitkin SWCD
Jamie Schurbon – Anoka SWCD
Gerry Maciej – Benton SWCD
Barb Peichel – BWSR
Tiffany Determan – Isanti SWCD
Deanna Pomije – Kanabec SWCD
Jen Kader – Freshwater
Jason Weinerman, BWSR
Nancy Sommer – Anoka Co. Attorney

Voting Members Absent:

Laurie Westerlund, Aitkin Co.
Bob Janzen, Aitkin SWCD
Bill Brekken, Crow Wing County
Kevin Bolholm – Kanabec SWCD,
Steve Laitinen – Anoka SWCD
Matt Downing – URRWMO
Dennis McNally – Kanabec Co.

Chair Fobbe called the meeting to order at 5:01 pm

1. Approve agenda

Motion by Jake Janski to approve the agenda as presented; second by Al Koczur. Affirmative by roll call: Popp, Bastian, Chamberlin, Anderson, Koczur, Haas, Reynolds, Janski, Scholl, Fobbe, Saxton. Opposed: none. **The Motion Carried.**

2. Approve Minutes

Motion by Kerry Saxton to approve the October 22, 2020 outcomes as presented; second by Todd Haas. Affirmative by roll call: Popp, Bastian, Chamberlin, Anderson, Koczur, Haas, Reynolds, Janski, Scholl, Fobbe, Saxton. Opposed: none. **The Motion Carried.**

3. Project Updates:

- a) Budget: Cibulka presented the updated budget as 73% expended.
- b) Organizational Arrangement: Cibulka reported the draft agreement has been in stages of review to ensure it is meeting all necessary requirements. A new draft will be reviewed by attorneys on December 21st and will be likely shared at the next Policy Committee meeting in January.
- c) Progress Briefing: Determan highlighted the work that has been done in the Winter of 2020 including prioritizing resources and issues, determining organizational agreements, and the shaping of implementation table and actions. Everything is currently on track as planned and Jen Kader is to provide further detail in agenda items 5 and 6.

4. Advisory committee liaison report:

- Saxton reported as liaison for the November 9th TAC meeting noting the staff is working hard with the complexity of specific issues and that it is difficult work.
 - Reynolds reported as liaison for the December 14th TAC meeting noting it is much more technical discussion with a lot of material to go over but found it worth sitting in on to get a grasp of what is talked about at this meeting.
- Reynolds and Saxton both encouraged others to attend.

5. Draft Priority Surface Water:

Kader presented the priority locations for surface water. Kader shared the process for how resources were targeted and what was used for setting prioritization criteria. This included the Technical Advisory Committee selecting candidate resources for restoration and protection and ultimately agreeing on prioritization of lakes and streams.

Kader also discussed the TAC recommendations around Surface Water Quantity being initially addressed (with set expectations that actions don't exacerbate conditions) as a co-benefit of other actions while initial 10- year focus would be on gathering data and targeting for this item.

Kader shared an abbreviated draft document from ISG on Surface Water Restoration and Surface Water Protection that included the issue statements, goals, tables and gradient maps (illustrating Tier I, II, III) for priority restoration lakes, priority restoration streams, priority protection lakes, and priority protection streams.

Discussion followed around the change to a tiered approach for prioritization and if funding be used for data gathering, what are the impairments on streams and a request they be added to the tier tables.

Kader also gave a preview of the implementation table, discussed the different levels of detail and ISG's approach to constructing it.

6. Review Concepts Behind Surface Water Strategies:

Kader presented a walk through for each of the Surface Water Strategies in the plan format. This includes the surface water issue and goal language, relevant maps, and tables. Kader provided some of the initial action items to address the surface water issues that includes technical assistance, study and data, implementation, and policy.

Discussion followed on the cleaning of county ditches. Multiple concerns were raised about this issue already having many involved and being a slow process. Having another committee to overview would delay it further and would not be supported by some present. Further discussion was around this item being an opportunity for water quantity/quality benefits with the possibility for a pilot study or focus project in a county where it may work best, instead of a broad scope item. Other discussion topics included conducting shoreland inventory and conducting multipurpose drainage studies.

7. Upcoming Work and Actions:

Kader presented an overview of upcoming work describing that over the next year (from December 2020 to November 2021) working items will be the implementation table (action, budget, timing, roles), details on other plan content requirements, defining roles of committees going forward, drafting of plan, reviewing of plan, finalizing and submitting the plan. Kader provided a month-by-month breakdown with highlighted items being:

December – to wrap up Surface Water and complete Groundwater

January – Complete Natural Resources

February – Budget discussions

March – Decision on other plan content requirements

April – Final plan drafting

May – no Technical Advisory meeting while drafting

June – Also no meeting, but review the draft plan

July – Discuss and address plan, then plan goes to Policy Committee for 60-day review

August and September – Review month

October – Discuss responses, final draft, Policy Committee Public Hearing

November – Revise based on public comment, PC to approve plan for BWSR submission

8. Chair Fobbe requested a policy committee member to attend the TAC meetings:

January 11, 2021 TAC liaison: Jim Chamberlin, Grow Wing SWCD

February 8, 2021: Kerry Saxton, Sherburne SWCD as a possibility

9. **Next Meeting Date:** January 28, 2021 from 5-7 pm.

10. Chair Fobbe adjourned the meeting at 6:36 pm.

		Executed Grant 4/24/2019				Must be used by 6/31/2022			
FY2019 Rum River 1W1P									
		Grant Amount	Total Expenses Incurred	Available Balance	Match Required	Match	Balance		
A Administration									
1	Administration	\$ 34,389.00	\$ 24,409.90	\$ 9,979.10					
	Subtotal	\$ 34,389.00	\$ 24,409.90	\$ 9,979.10					
B Plan Development									
1	Consultant	\$ 164,800.00	\$ 144,784.25	\$ 20,015.75					
2	LGU	\$ 37,178.20	\$ 29,083.60	\$ 8,094.60					
	Subtotal	\$ 201,978.20	\$ 173,867.85	\$ 28,110.35					
C Contingency									
1	Contingency	\$ 23,637.00	\$ -	\$ 23,637.00					
	Subtotal	\$ 23,637.00	\$ -	\$ 23,637.00					
	Total Grant	\$ 260,004.20	\$ 198,277.75	\$ 61,726.45					

Goals and Progress Report

Dec 2020- January 2021

December Goals: Wrap up Surface Water and complete Groundwater	
December 14 Technical Advisory Committee	Prioritize Groundwater locations, review groundwater strategies.
December 16 Policy Committee	Review Surface water priority locations and strategies.
December 21 Planning Team	Recap on ditch management strategy concerns, discuss Implementation table layouts, timeline for plan review by Policy Committee, timeline for 3 rd Implementation advisory committee meeting.
Accomplishments: near complete Surface Water Strategies.	

January Goals: Complete Natural Resources	
January 6 Outreach Subcommittee	Discuss plans for drafting Outreach plan to be included in plan
January 11 Technical Advisory Committee	Set Natural resource priority locations (habitat restoration and protection, connectivity, invasive species and upland habitat).
January 13 Groundwater Subcommittee	Review and finalize groundwater strategies
January 19 Planning Team	Review portions of Executive Summary, discuss implementation table layout, surface water strategy questions, ditch management strategy vetting meeting planning, Policy Committee meeting planning. We also decided to move from 1 planning team meeting a month to 2.
January 21 Natural Resource Subcommittee	Revise & add strategies and actions to Natural resource section.
January 28 Outreach Subcommittee	Discuss plans for drafting Outreach plan to be included in plan
January 28 Policy Committee	Review JPE and groundwater strategies.
Accomplishments: Near complete Groundwater strategies, &....	

Upcoming Meetings and Goals

February	
Goals: budget discussions	
February 1 Planning Team	
February 3 Planning Team	Plan and set date for ditch management strategy subcommittee meeting
February 8 Technical Advisory	
February 15 Planning Team	
February 26 Policy Committee	

March – Decision on other plan content requirements
April – Final plan drafting (sections of the plan will be brought to Policy Committee as they are complete)
May – no Technical Advisory meeting while drafting
June – no Technical Advisory meeting, but review the draft plan
July – Discuss and address plan, then plan goes to Policy Committee for 60-day review
August and September – Review month
October – Discuss responses, final draft, Policy Committee Public Hearing
November – Revise based on public comment, PC to approve plan for BWSR submission

**JOINT POWERS AGREEMENT FOR THE IMPLEMENTATION OF THE RUM RIVER
COMPREHENSIVE WATER MANAGEMENT PLAN
Draft of December 22, 2020**

Pursuant to Minnesota Statutes Section 471.59, this Joint Powers Agreement is entered into between the political subdivisions and local governmental units of the State of Minnesota identified as follows:

The Counties of Aitkin, Benton, Crow Wing, Isanti, Kanabec, Mille Lacs, Morrison, and Sherburne each by and through its respective Board of Commissioners (collectively referred to as the Counties);

The Aitkin, Anoka, Benton, Crow Wing, Isanti, Kanabec, Mille Lacs, Morrison, and Sherburne Soil and Water Conservation Districts, each by and through its respective Board of Supervisors (collectively referred to as the SWCDs); and

Lower Rum River and Upper Rum River Watershed Management Organizations.

Together, the above identified Counties, SWCD's, and Watershed Management Organizations collectively formed the Rum River Watershed Implementation Partnership and, for purposes of this Agreement, said political subdivisions and local units of government and those added in accordance with the terms of this Agreement are herein collectively referred to as "Parties" and individually, as "Party."

Recitals

WHEREAS, pursuant to Minnesota Statutes Section 103B.305, subd. 5 and 103B.3363, each of the Parties to this agreement is a local unit of government having the responsibility and authority to separately or cooperatively, by joint agreement pursuant to Minnesota Statute Section 471.59, to prepare, develop, adopt, implement, and administer a comprehensive local water management plan, as a substitute thereof, and carry out implementation actions, programs, and projects toward achievement of goals and objectives of such plans.

WHEREAS, pursuant to Minnesota Statute Sections 103B.101 and 103B.801, the Minnesota Board of Water and Soil Resources (BWSR) is authorized, amongst other things, to coordinate the water and resource planning and implementation activities of counties, **SWCDs** and watershed management organizations and to administer and oversee the Minnesota Comprehensive Watershed Management Planning Program, known as the One Watershed, One Plan program; and

WHEREAS, each of the Parties exercises water management authority and responsibility within the Rum River Watershed Management Area, a geographical area consisting of those portions of Aitkin, Anoka, Benton, Crow Wing, Isanti, Kanabec, Mille Lacs, Morrison, and Sherburne counties that drain into the Rum River watershed as depicted on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Parties had previously entered into the Rum River Watershed Memorandum of Agreement ("MOA") with the last date of signature being March 28, 2019 to develop the One Watershed, One Plan ("Plan") for the Rum River Watershed. Under the terms of the MOA, the Plan will be completed, be submitted to the Minnesota Board of Soil and Water Conservation ("BWSR") for approval and will then be considered for adoption by the Parties to this Agreement. Those governmental entities that approve the Plan shall be eligible to be a part of this Agreement. The terms of the MOA also require that the structure for administration of the Plan be determined. The MOA will expire coterminous with the One Watershed, One Plan grant from BWSR dated _____. This Agreement shall not be construed as to modify or supplant the terms or provisions of the MOA.; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statute Chapters 103B, 103C, and 103D, and with public drainage systems pursuant to Minnesota Statute Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities; and

WHEREAS, this Agreement and the Rum River Comprehensive Watershed Management Plan does not replace or supplant local land use, planning/zoning authority of the respective Parties and the Parties intend that this Agreement shall not be construed in that manner.

TERMS AND CONDITIONS

NOW THEREFORE, pursuant to Minnesota Statutes Section 471.59 and other relevant state law and in consideration of the mutual promise and benefits that the parties shall derive herefrom, all Parties hereby agree:

1. Purpose: This Agreement has the following purpose:

- a. This Agreement establishes the terms and conditions, governing structure and processes by which the Parties will institute the implementation of the Plan. The Plan provides a framework for consistency and cooperation for those entities who operate within the Rum River Watershed, to allow for the implementation of projects with the watershed that provide the highest return on investment for improving water quality/quantity issues within the watershed and to allow the funding from the Minnesota Board of Water and Soil Resources ("BWSR") to be passed through to the Parties for administration consistent with State statutes and guidelines and the Plan. Consistent with its terms and conditions, this Agreement authorizes the Parties to cooperatively exercise their common and similar power of local water planning and management notwithstanding the territorial limits within which they may otherwise exercise separately and to take action that will promote the goals listed in Minnesota Statute Section 103B.801 and fulfill responsibilities under Minnesota Statute Chapter 103B;.

b. This Agreement establishes a joint powers entity (hereinafter, the "Entity"). The name of the Entity is "Rum River 1W1P".

c. All recitals set forth above are hereby incorporated into this Agreement.

2. Eligibility and Procedure to Become A Party

a. Qualifying Party: A county, SWCD, watershed district, or watershed management organization located and authorized to carry out water planning and resource management responsibilities within the Rum River Management Area is eligible to become a Party to this Agreement. To become a member, the county, SWCD, watershed district or watershed management organization shall have first adopted the Plan.

b. Initial Parties: A county, SWCD, watershed district, or watershed management organization may be an Initial Party by qualifying under section 2(a), by adopting the Plan and by its governing board agreeing to become a Party and be bound by the terms of this Agreement within 60 days of State approval of the Plan. Such local unit of government shall also give notice of plan adoption in accordance with provisions of Minnesota Statutes Chapters 103B and 103D. Any qualifying county, SWCD, watershed district, or water management organization that desires to become a Party after expiration of the 60 day period for joining as an Initial Party, will be eligible to become a Party as an Additional Party pursuant to Section 2.c., below.

Adding Additional Parties: A qualifying local unit of government that desires to become a Party to this Agreement at any time later than 60-days following State approval of the Plan, may become a Party upon the adoption of the Plan by the Party's governing board and by submitting to the Entity evidence its governing board agrees to the terms and conditions of this Agreement and to be bound by the same.

Upon receipt of such evidence, the Governing Board shall issue a signature page to the local government unit and instructions to execute and return the same to the Entity along with the name and contact data of the representatives appointed by the local government unit to serve on the Governing Board.

3. Powers and Formation of the Governing Board

a. Board: A governing board shall be formed to oversee the implementation of the Plan. ("Board"). The Board shall consist of one individual selected by each Party to the Agreement. Each member of the board shall have one vote. The Party shall determine its representative and an alternate to serve in the absence of the representative. Members of the Board are not

deemed employees of the Board nor be entitled to any compensation ~~from the Entity~~

- b. Board Term and Vacancy: The term of a Board representative shall be for a period of two years with the ability of the Party to appoint a representative to successive terms. If the Party fails to appoint a representative, the incumbent shall serve until such appointment occurs. If a representative resigns or is no longer able to serve, the alternate shall serve until a representative is appointed.
- c. Officers: The Board shall elect from its members a Chair and a Vice Chair at the first meeting of each new calendar year. The duties of the Chair include presiding at all meetings, acting as the administrative leader of the Entity and to carry out such functions as the Board assigns to the Chair. The Vice Chair shall act as the Chair in the Chair's absence. The Board may elect or appoint such other officers as it deems necessary to conduct the affairs of the Entity.
- d. Open Meeting Law: The Board meeting shall comply with the Minnesota Open Meeting law as set forth in Minnesota Statute Chapter 13D.
- e. Operations: The Board shall meet twice a year or more often as deemed necessary by the Board. The Board may adopt bylaws consistent with this Agreement and applicable law and may amend the same on a vote of simple majority. The Board may act if there is a quorum. A quorum is a simple majority of the Board.
- f. Yearly Budget and Yearly plan: The Board shall approve of the yearly budget for the organization and the yearly implementation plan ~~by super majority of 75 % of the quorum~~
- g. Fiscal Agent: The Board, with a Party's consent, shall identify a Party to act as fiscal agent. The fiscal agent shall be responsible for: 1) retention of all data collected, created, received, maintained or disseminated for any purpose of the activities undertaken pursuant to this Agreement and retain the same for a minimum of six years after the termination of the Agreement or as required by any funding source, whichever is longer in duration; 2) to ensure a full accounting using generally accepted auditing practices of all financial obligations of the Entity; 3) to allow, as required by Minnesota Statute 16C.05, access and the right to examine, audit, excerpt or transcribe any documents pertinent to the accounting practices and procedures and fiscal transactions relating to this Agreement for the purposes of auditing by any Party, the State Auditor or others as the Board directs; 4) to provide to the Board reports on the fiscal transactions that have occurred for their approval; and 5) to ensure that any reporting requirement from funding sources is abided by.

- h. Committees: The Board may establish committees for the purposes of implementation of the Plan. At minimum, the Board shall appoint an **Implementation Planning Committee**. It is the duty of the Implementation Planning Committee to draft a yearly implementation plan consistent with the Plan and a yearly budget for consideration by the Board. The Implementation Planning Committee will solicit from each Party projects that are consistent with the Plan and further the goals of the Plan for consideration of the Implementation Planning Committee as a whole. The Implementation Planning Committee shall have one representative from each Party who is appointed by the Party's governing board **and is a staff member from the Party**. Each person appointed shall have one vote. The yearly implementation plan shall identify the projects for funding, the timeline for the completion of the project and who is proposed to oversee the project. The yearly project plan shall be evaluated in accord with the goals of Plan, the guidelines set forth in statute and by BWSR. The Implementation Planning Committee may have ex officio members to assist the Committee in its efforts. The ex officio members shall not have a vote on the Committee.
- i. Powers: The Board shall have the following powers:
- i. The Board may apply for and accept gifts, grants or money, other personal property or assistance that is available through the United States government, the State of Minnesota or any person, association or agency in the furtherance of the goals and objectives of the Plan;
 - ii. The Board may make such agreements or contracts as necessary to implement the terms of the Plan including the contracting for a project coordinator, administrative, legal or expert services. If a coordinator is contracted for, the payment for the coordinator shall be funded by grant funds or gifts;
 - iii. The Board may contract with a Party to implement a Project set forth in the yearly Implementation plan;
 - iv. The Board shall procure insurance coverage and any necessary surety bonds for the Entity with such costs being paid for by the Entity;
 - v. The Board shall direct development of a yearly budget and yearly project plan to be implemented and shall provide notice to all the Parties' governing boards of the proposed budget and yearly plan and seek feedback on the same;
 - vi. The Board may adopt bylaws for the operation of the Entity so long as the bylaws are consistent with state law and this Agreement;

- vii. The Board shall pay for services performed consistent with the purpose of the Agreement and the Plan. The Board may develop a process to expedite the payment of invoices provided that all payments shall be subject to ratification by the Board at the next meeting. The Board shall account for disbursement of funds in a manner consistent with generally accepted accounting practices.
- viii. The Board shall hold such incidental powers as are necessary to effectuate this Agreement.
- j. Reservation of Powers: Any powers not specifically enumerated shall be reserved to the Parties. Specifically, and without limitation, the following powers are reserved: the ability to hire staff; the ability to own real property, the ability to own personal property unless such monies are purchased with grant monies or are a gift; the ability to levy, the ability to incur debt or bond.
- k. Funding of Operations: The funding of the Entity and the implementation of the plan shall be limited to grant revenues, gifts, or monies from any person, entity or association. The Parties shall only be responsible for agreed upon contributions of in-kind services and staff time, unless the Party's governing board, in its sole discretion, affirmatively elects to do otherwise.

4. Term and Termination

- a. Effective Date: This Agreement is effective upon signature of all Initial Parties and will remain in effect unless terminated consistent with terms of this Agreement or as otherwise provided under the law.
- b. Termination: This Agreement terminates: 1) by motion or resolution adopted by the governing bodies of all then-existing Parties; 2) by resolution or motion by the Board upon ongoing failure to obtain adequate funding for Plan implementation; 3) by order of a Court of competent jurisdiction; or 4) if only three Parties remain party to this Agreement. The Parties acknowledge their respective and applicable obligations, if any, under MN Statutes Section 471.59, subd. 5 after the agreement has been terminated or the purpose of the Agreement has been completed.
- c. Asset Disbursement: Upon termination, any assets remaining shall be disbursed as follows: 1) assets that have been purchased with pass through funding wherein the agreement requires tracing of the asset and specific disposal requirement shall be disposed of in accord with the funding agreement; 2) remaining assets shall be liquidated and any monies shall first be applied to any debt or obligation remaining; 3) after satisfaction of any debt or obligation there remains any assets, it shall be divided evenly to the then remaining Parties to the Agreement at the time of termination.

- d. Withdrawal: A Party may withdraw from this Agreement by motion or resolution of its governing body of intent to withdraw. Any motion made on or before June 30th shall be effective for the following January 1st. The withdrawal shall not relieve any Party of an obligation in effect for the then existing terms of a grant agreement. Notice shall be done by certified US Mail delivered to the fiscal agent and the then current Board Chair.
- e. Duties on Withdrawal: Notwithstanding the Notice to Withdraw, the Party shall continue to discharge its responsibilities under the then current BWSR grant. The withdrawing Party shall not be entitled under this Agreement to any disbursement or property or funds.

5. General Provisions

- a. Compliance with Laws/Standards: The Parties agree to abide by all federal, state, and local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement.
- b. Timeliness: The Parties agree to perform obligations under this Agreement in a timely manner and inform each other about delays that may occur.
- c. Applicability: The Entity 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 Entity shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statute Chapter 466.
- d. Indemnification and Hold Harmless: The Entity shall fully defend, indemnify, and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Governing Board and/or employees and/or the agents of the Entity. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant on limitations on liability provided under Minnesota Statutes, section 466.04 or any other statutes regarding the limitation of liability for political subdivisions of the State of Minnesota.

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 the statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

5.3

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.

- e. Amendments: Any proposed amendments to this Agreement may be initiated by the Board and, if approved by the Board by a supermajority of 75 percent, the Board may send the same to the Parties' governing bodies for consideration. No amendment to this Agreement is effective until all Parties' governing boards have approved the amendment.

6. Miscellaneous

- a. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any counterpart signature transmitted by facsimile or by sending a scanned copy by electronic mail or similar electronic transmission shall be deemed an original signature. This executed Agreement including all counterparts shall be filed with each party to this agreement with a notification of the Agreement's effective date.
- b. Savings Clause: In the event any provision of this Agreement is determined by a court of law to be null and void, the remaining provisions of this Agreement shall continue in full force and effect.

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Mock Bi-Annual Work Plan

Rum River 1W1P Implementation

January 20, 2020

Background

The purpose of this mock work plan is to explore how annual plans may be developed under the draft joint powers agreement draft of December 2020. It is for discussion and does not represent a final process for annual work plan development.

Parts of 1W1P Annual Work Plans

1. **Entity operating budget** – Every year. Insurance and any other basic required expenses.
2. **WBIF Work Plan** - Every other year. Used by the 1W1P Board to request State Watershed Based Implementation Funding (WBIF).
3. **Implementation Tracking** – A reporting of all work to implement the Plan with WBIF and other funding.

A table for each of these parts is on the following pages.

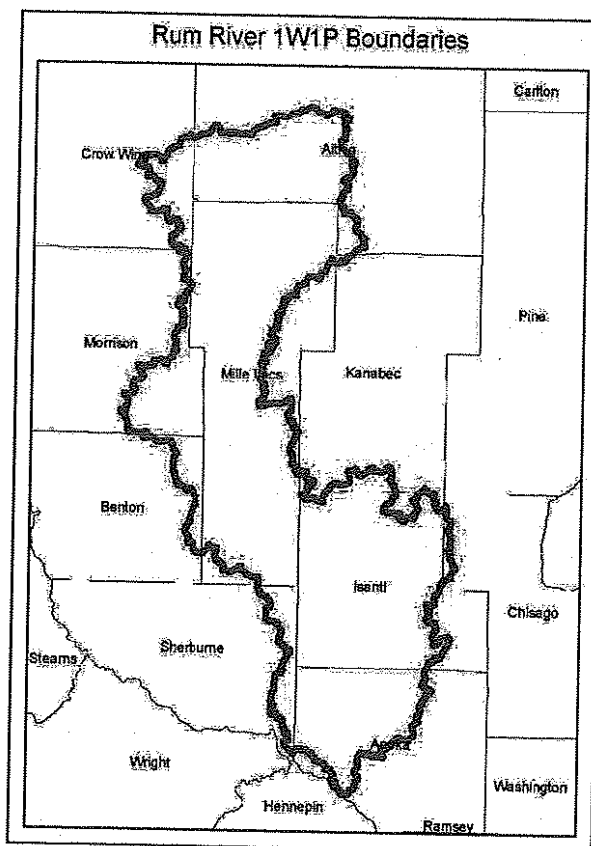
Process for Developing Annual Work Plans

The flow chart on the following page describes the process for developing and approving the Annual Work Plans. The flow chart does not include program selection criteria for WBIF funding. Our 1W1P will have a schedule of programs for WBIF, prioritization of waterbodies, and criteria for selecting programs and projects. These tools in the Plan will help us select programs when planned activities exceed available funding.

It's important to understand that our WBIF request and work plan will mostly fund programs, not projects. For this purpose, a program is defined as a set of similar activities that would normally be part of the same grant request. A project is an individual action completed at a particular site. For example, the 1W1P board might select a program to install feedlot practices near the West Branch of the Rum River. The party that is selected to lead that program would be responsible for doing landowner outreach, selecting the most cost effective project sites, designing, and installing. There may be cases when a project is so large (perhaps over \$75,000) that it is considered a program itself.

Our 1W1P will include criteria for selecting programs and projects for funding. Some example/possible program and project selection criteria for in are:

1. Project priorities in the 1W1P.
2. Priority of the benefitting waterbody.
3. Cost vs benefit. For example, cost per pound of phosphorus reduction.
4. The project results in delisting a waterbody or keeping it off the impaired waters list.
5. Readiness.
6. Other funding being leveraged.
7. Urgency. Will an opportunity be lost if we don't act now?
8. Multiple benefits (multiple resources, public education, etc)



Annual Work Plan Development and Approval Flow Chart (per the draft JPA)**1. Implementation Planning Committee (staff)
Develops Draft Annual Plan**

One staff from each party to the JPA is a member of the Implementation Planning Committee. The committee solicits programs for possible funding from each Party to the JPA. Programs are selected based on scheduling, prioritization, and criteria in the Plan. The committee votes (1 vote per Party) to forward the draft work plan to the Policy Committee. Annual work plans have three parts: (1) Entity operating budget - every year; (2) WBIF work plan - every other year; (3) Implementation tracking - every year.

2. 1W1P Board 1st Review

Board directs any changes to the draft annual plan.

3. Seek Feedback from Governing boards of the Parties

The annual plan is sent to the governing boards (county, WMO and SWCD boards). The Implementation Planning Committee compiles the feedback and recommends any changes.

4. 1W1P Board 2nd Review

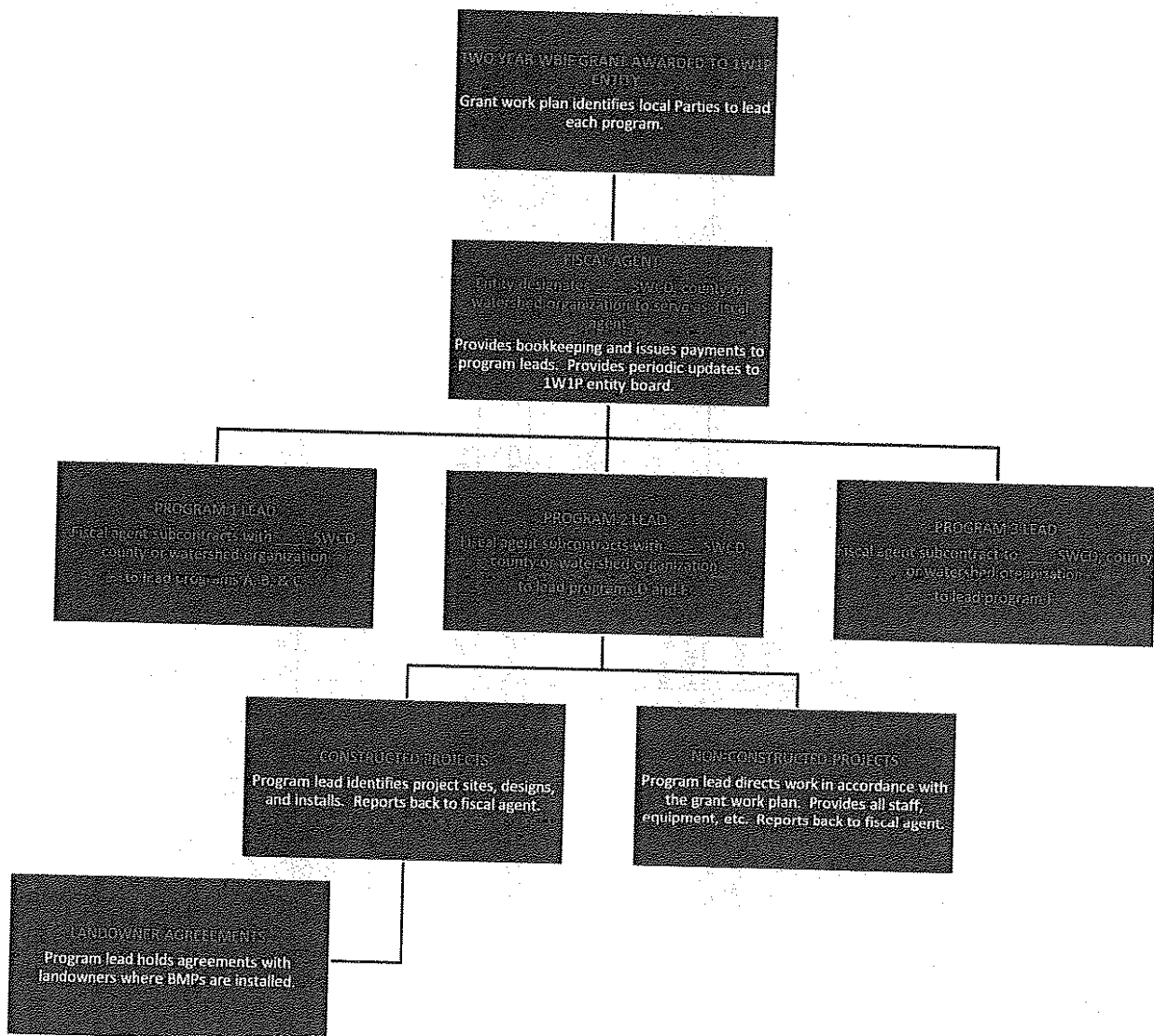
Consider feedback from the governing boards and any Implementation Planning Committee recommendations to address feedback. Edit.

5. 1W1P Board Approval

Annual Work Plan is approved by 75% of a quorum of the 1W1P Board.

WBIF Contracting

Current State policy is that the WBIF grant will go to one recipient. That will likely be the 1W1P entity, but could be any Party as determined by the 1W1P Board. It is likely that the grant recipient would then have subcontracts with each program lead to complete the work. The flow chart below describes a likely scenario. The exact process will be directed by the 1W1P board and may evolve as we learn the most efficient processes.



Mock Operating Budget, year XXXX

#	Description	Cost	Funding Source
1	Insurance	\$X,XXX	WBIF grant
2	Fiscal agent and entity coordinator	\$XX,XXX	WBIF grant

Mock Watershed Based Implementation Funding (WBIF) Work Plan

This table is the entity's request for WBIF and excludes projects not funded with that grant. Years XXXX-XXXX. Grants are issued every other year. Each grant expires after three years. The projects are fictitious, but similar to those being discussed for plan inclusion.

#	Implementation Action	Description and outputs	Priority Waterbody	Lead	1W1P Plan Reference	WBIF Grant Funds	Match/Other Funds	Match/Other Fund Source	Notes
1	Grant Admin	Grant subcontracts to each project lead, coordinate the partnership, grant bookkeeping		Entity's fiscal agent TBD		\$XX,XXX	\$0		
2	Entity insurance	Liability insurance		Entity's fiscal agent TBD		\$X,XXX	\$0		If/when WBIF grant is not available willing parties will need to fund insurance
3	Feedlot BMPs	Install feedlot BMPs achieving ## lbs of phosphorus reduction.	West Branch Rum River	Mille Lacs Co	Surface water action #1	\$XXX,XXX	\$X,XXX	NRCS	Project timeline accelerated due to willing landowners
4	Forest stewardship incentives promo	Secure ## SFIA contracts covering ## acres in the Round Lake watershed.	Round Lake	Aitkin SWCD	Nat Resources action #3	\$XXX,XXX	\$XX,XXX	SFIA	
5	Culvert Inventory	Document public culvert locations and elevations in a GIS shapefile. Isanti County portions of Rum River watershed only.	Rum River	Isanti County	Surface water action #6				
6	Subwatershed assessment studies	Subwatershed assessment to identify and rank by cost effectiveness water quality BMPs.	Lewis Lake	Kanabec SWCD	Surface water action #7	\$XX,XXX	\$X,XXX	Isanti Co	
7	Urban BMPs in completed subwatershed assessment studies	Install most cost effective projects in subwatershed assessment studies completed for Fannie and Skogman Lakes and the City of Waukon.	Fannie, Skogman and Mille Lacs Lakes	Isanti SWCD	Surface water action #8	\$XXX,XXX	\$X,XXX	City of	
8	Agricultural BMPs	Promote and install ag BMPs in the Green Lake subwatershed. Practices to include WASCOBs, filter strips, ...	Green Lake	Isanti SWCD	Surface water action #9	\$XXX,XXX	\$X,XXX	NRCS	
9	Outreach program	Implement the following tasks in the 1W1P outreach and education plan: _____	All 1W1P priority waters	Mille Lacs SWCD	Outreach plan	\$XXX,XXX	\$X,XXX	NRCS	
TOTAL						\$X,XXX,XXX	10% grant match req'd overall	Rum 1W1P Mock Annual Work Plan Page 4 of 5	

5.3

Mock Implementation Tracking

This table includes State-required reporting of all planned tasks with ANY funding source. It includes projects funded by WBIF or other sources. This is a fictitious partial implementation table from the 1W1P. "Planned" and "accomplished" columns have been added to track implementation progress.

#	Issue	Strategy	Implementation Action	2022			2023			2024			All Years Total		Funding
				Planned	Accomplished	Planned	Planned	Accomplished	Planned	Planned	Accomplished	Planned	Planned	Accomplished	
1	SW1	Agricultural BMPs	Feedlot BMPs	2 feedlots	2 feedlots, 5 lbs TP	2 feedlots	2 feedlots		2 feedlots	10 feedlots	2 feedlots	10 feedlots	2 feedlots		WBIF
2			Implement X acres of cover crops	100 acres	25 acres - W Branch Rum R subwatershed	100 acres	XX acres			700 acres	25 acres				WBIF
3			Develop nutrient mgmt plans for 10 operations	1 plan	3 plans - Green and Little Stanchfield Lakes subwatersheds	1 plan	1 plan			10 plans	3 plans				NRCS
4			Install X WASCOBs	2	2 - Green Lake, 10 lbs TP	2	5			10	2				NRCS
5	SW1	Prevent wetland loss and degradation	Identify, rank and prioritize wetland for protection efforts	Blue and Green Lake subwatersheds	Blue and Green Lake subwatersheds	Sandy Lake subwatershed				5 subwatersheds	2 subwatersheds				WBIF
6			Protect X acres of high quality, at risk wetlands through easements		Secured easement funding to begin in 2023	50 acres	50 acres			500 acres	0 acres				Isantl SWCD
7			Conduct biennial workshop with elected officials on wetland protection zoning			1 workshop in each county				75 workshops	0				WBIF
9		Install urban BMPs	Subwatershed assessment studies	1	Lewis Lake study	1	1			5 studies	1 study				WBIF
	SW1		BMPs in completed subwatershed assessment studies	10 lbs phosphorus reduction	12 lbs phosphorus - Green Lake	10 lbs phosphorus reduction	20 lbs phosphorus reduction			100 lbs phosphorus	12 lbs phosphorus				CWF grant to Kanabec SWCD
															CWF grant to Anoka SWCD

Etc.....the actual table will be much larger listing all actions for surface water, ground water, natural resources, and outreach.

Rum River Post BWSR Plan Approval Options

Option One

All parties adopt the Rum River Comprehensive Watershed Management Plan and sign the Joint Powers Agreement becoming part of the Rum River Joint Powers Entity

- The Rum River Comprehensive Watershed Management Plan replaces the local county water plans and SWCD comprehensive plans.
- A new **Joint Powers Entity** is formed to implement the watershed management plan. All signatories have membership and voting rights on the entity's policy committee.
- There will be 'dedicated' funding provided to the watershed collaborative through the Watershed Based Implementation Funding and the partnership can apply for competitive Clean Water Fund grants as a formal collaborative entity.

- All local government partners maintain their statutory authorities and responsibilities.
- All local government partners will continue to receive their existing state funding for traditional programs.
 - County: Natural Resources Block Grant (NRBG)
 - SWCD: Conservation Delivery, State Cost Share, Local Capacity
- Local government partners remain eligible to apply independently for competitive grants through the Clean Water Fund and other grant opportunities.

Option Two

All parties adopt the Rum River Comprehensive Watershed Management Plan but One or More Parties do not Sign the Joint Powers Agreement

- The Rum River Comprehensive Watershed Management Plan replaces the local county water plans and SWCD comprehensive plans.
- The remaining members of the partnership need to determine if the partnership can move forward to successfully implement the plan.
- If the remaining partners choose to proceed, a new **Joint Powers Entity** is formed to implement the watershed management plan. All signatories have membership and voting rights on the entity's policy committee. Non-signatory members will have no voting rights and will not be able to influence work plan development of watershed-based implementation.
- There will be 'dedicated' funding provided to the watershed collaborative through the Watershed Based Implementation Funding and the partnership can apply for competitive Clean Water Fund grants as a formal collaborative entity.
- Non-signatories will have to work through members of the partnership to receive Watershed Based Implementation Funding.

- All local government partners maintain their statutory authorities and responsibilities.
- All local government partners will continue to receive their existing state funding for traditional programs.
 - County: Natural Resources Block Grant (NRBG)
 - SWCD: Conservation Delivery, State Cost Share, Local Capacity
- Local government partners remain eligible to apply independently for competitive grants through the Clean Water Fund and other grant opportunities.

Option Three

A party chooses not to adopt the Rum River Comprehensive Watershed Management Plan with 120 days of BWSR Approval

• The Rum River Comprehensive Watershed Management Plan replaces the local county water plans and SWCD comprehensive plans for those partners who adopt the plan. • The partners who do not adopt the plan will continue to operate with their current water management plan. These partners will have to update their local water management plans prior to expiration to remain eligible for competitive and base grant funding. • The remaining members of the partnership need to determine if the partnership can move forward to successfully implement the plan. • If the remaining partners choose to proceed, a new Joint Powers Entity is formed to implement the watershed management plan. All signatories have membership and voting rights on the entity's policy committee. Non-signatory members will have no voting rights and will not be able to influence work plan development of watershed-based implementation. • There will be 'dedicated' funding provided to the watershed collaborative through the Watershed Based Implementation Funding and the partnership can apply for competitive Clean Water Fund grants as a formal collaborative entity. • Non-signatories will have to work through members of the partnership to receive Watershed Based Implementation Funding.	• All local government partners maintain their statutory authorities and responsibilities. • All local government partners will continue to receive their existing state funding for traditional programs. • County: Natural Resources Block Grant (NRBG) • SWCD: Conservation Delivery, State Cost Share, Local Capacity • Local government partners remain eligible to apply independently for competitive grants through the Clean Water Fund and other grant opportunities. • Local government partners will have to continue to abide by existing statute and rule provisions regarding expiration dates. For those partners that allow their local water management plans to expire, eligibility for competitive and other grant programs will expire.
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Requested Meeting Date: 02/02/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration:

Consider Mille Lacs County Pandemic Economic Relief Grant Applications

Consent Agenda

- ☐ Approve/Deny Motion ☐ Information Only
☐ Schedule Public Hearing*

**provide sample notice that will run in paper*

Regular Agenda – Estimate Time Needed: 5 minutes

- ☒ Approve/Deny Motion ☐ Discussion Item
☐ Direction Requested ☐ Hold Public Hearing*
☐ Presentation of Information

**provide copy of hearing notice that was published*

Submitted by:

Mike Wimmer

Department:

Economic Development

Who will attend the meeting and be able to respond to questions? Give name and title:

Mike Wimmer - Economic Development Manager

Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates):

Staff is requesting board approval of the first group of Mille Lacs County Pandemic Economic Relief Grant applications. Staff will be presenting supplemental information including a detailed list of the businesses staff is recommending for grant approval at the County Board of Commissioners meeting. If approved, grant funds will only be released on the contingency that the selected businesses can provide additional documentation, as outlined in the County's Pandemic Economic Relief Grant program guidelines.

Alternatives/Options/Comments:

Recommended Action/Motion:

Approve Mille Lacs County Pandemic Economic Relief Business Grant applications.

Financial Impact:

Is there a cost associated with this request? ☒ Yes ☐ No

What is the total cost, including tax and shipping? \$

Are funds available in the budget? ☒ Yes ☐ No If no, please explain:

Additional Information Attached:

☐ Contract/Agreement

Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain:

☐ Minutes of Relevant Meeting(s)

☒ Background Information (such as price quotes, etc.)

Supplemental information will be handed out at the County Board of Commissioners meeting.



Board action: (for use by Recording Secretary)

☐ Approved ☐ Denied ☐ Tabled:

5.4

ADD ON

[illegible]

Requested Meeting Date: 02/02/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Consider Small Cities Development Program Contract with DEED	
Consent Agenda ☐ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: 2 minutes ☒ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Mike Wimmer	Department: Economic Development
Who will attend the meeting and be able to respond to questions? Give name and title: Mike Wimmer - Economic Development Manager	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Staff is requesting board approval for the Mille Lacs County Board of Commissioners Chair and the Mille Lacs County Administrator to sign the Small Cities Development Program (SCDP) contract provided by the Minnesota Department of Employment & Economic Development (DEED). If approved and signed, this allows DEED to release SCDP funds to be released.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve Small Cities Development Program Contract.	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☒ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☐ Yes ☐ No If no, please explain: _____	
Additional Information Attached: ☒ Contract/Agreement Approved by County Attorney's Office: ☒ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Small Cities Development Program Grant Contract	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

STATE OF MINNESOTA
DUNS NO. 804832640
GRANT CONTRACT NO. CDAP-19-0054-O-FY20

This grant contract is between the State of Minnesota, acting through the Department of Employment and Economic Development, Business and Community Development Division, (STATE) and the County of Mille Lacs, 635 2nd St SE, Milaca, MN 56353, Federal Tax ID # 41-6005845 ("GRANTEE").

Recitals

1. Under Minn. Stat. 116J.401 the State is empowered to enter into this grant.
2. The State is in need of units of local government to administer projects in accordance with the Small Cities Development Program (SCDP), Minnesota Rules chapter 4300.
3. The funds are intended to provide grant funds for eligible SCDP activities.
4. The Grantee represents that it is duly qualified and agrees to perform all activities and duties described in this grant contract to the satisfaction of the State.

Grant Contract

1 Terms of Grant Contract

1.1 Effective date: June 23, 2020, or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. Per Minn. Stat. §16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. Per 24 CFR 570.489 the Grantee may receive reimbursement for approved expenses that occurred prior to the execution of this grant contract.

1.2 Expiration date: September 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; 15. Data Disclosure; 18. Assessments; and 30. Program Income.

2 Grantee's Duties

2.1 Duties, Deliverables, and Completion Dates. The Grantee, who is not a state employee, will: Comply with required grants management policies and procedures set forth.

The Grantee has made application to the State for the purpose of administering a SCDP project in the manner described in Grantee's "APPLICATION," which is incorporated into this agreement by reference.

The Grantee, who is not a state employee, is awarded funds to provide financial assistance to address the need for decent, safe, affordable housing, economic development and public facility needs, and provide a suitable living environment by expanding economic opportunities, principally benefiting low to moderate income households. The activities may include: Housing Rehabilitation – (This includes owner-occupied and single family, duplex and multi-family rental units), Commercial Rehabilitation, and Public Facility Improvements: (i.e., construction or improvements to water and wastewater systems, etc.)

Specific grantee activity will be detailed and set forth in Clause 4.1(a)

2.2 Provisions for Contracts and Sub-grants.

(a) Contract Provisions. The Grantee must include in any contract and sub-grant, in addition to provisions that

define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws.

(b) Ineligible Use of Grant Funds. (Not applicable to SCDP) The dollars awarded under this grant agreement are grant funds and shall only be used by Grantee or awarded by Grantee to third parties as grant funds and cannot take the form of a loan under any circumstance. Grantee shall not use, treat, or convert the grant funds into an interest bearing loan, a non-interest bearing loan, a deferred loan, a forgivable deferred loan or any other type of loan. Further, Grantee shall include in any contract or sub-grant awarding the grant funds to a third party all the provisions and requirements of this grant agreement, including the requirement that these dollars are grant funds only and cannot be used, treated or converted into any type of loan.

(c) Job Listing Agreements. Minn. Stat. § 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state workforce center if it receives \$200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at www.minnesotaworks.net as soon as it occurs.

(d) Payment of Contractors and Subcontractors. The Grantee must ensure that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

3 Time

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

4 Compensation and Payment

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

(a) Compensation

Fed. Obj.	Activity Code	Activity Title	Unit Goal	Number of households/ persons served	Number of LMI households /persons served	SCDP Funds	Other Funds	Total
LMH	14B	Rental Rehab - Single Family	7	7	7	\$140,000.00	\$62,000.00	\$202,000.00
	21A	Administration				\$51,000.00		\$51,000.00
SBA	14E	Commercial Rehab	5			\$200,000.00	\$98,000.00	\$298,000.00
		Totals				\$391,000.00	\$160,000.00	\$551,000.00

(b) Travel Expense (does not apply to SCDP)

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$391,000.00.

(i) **Pre-award Costs.** Grantee may incur administrative costs prior to the fully executed grant agreement. This would include work on the environmental clearance, producing rehabilitation policies and procedures, and costs associated with attending SCDP implementation training

(ii) **Eligible Costs.** Eligible costs include the costs identified in the Section 4(a) of this Contract that are incurred during the contract period and are also eligible for the CDBG program.

4.2 Payment

(a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed, and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Payment requests will be processed on a bi-weekly calendar basis with the calendar being provided by the State. The total amount of grant funds requested must be two thousand dollars (\$2,000) or more in each payment request. The final payment request, and payment requests made in the two week periods prior to June 30 and September 30 of each year, may be under \$2,000.

The State has authority to withhold payment of administrative funds if adequate progress on contractual goals is not being met.

(b) **Federal Funds.** Payments under this grant contract will be made from federal funds obtained by the State through CFDA number 14.228, Title 1 of the Housing and Urban Development Act of 1974. Federal Award number B-20-DC-27-0001. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

Funds made available pursuant to this agreement shall be used only for expenses incurred in performing and accomplishing such purposes and activities during the grant period described above. Notwithstanding all other provisions of this agreement, it is understood that any reduction or termination of Housing and Urban Development funds provided to the State may result in a reduction to the Grantee.

Where provisions of the Grantee's Application are inconsistent with other provisions of this agreement, the other provisions of this agreement shall take precedence over the provisions of the Application.

(c) **Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements. Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

(a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

(b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).

(c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon

quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

(d) 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.

(e) 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.

5 Conditions of Payment

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

6 Authorized Representative

The State's Authorized Representative is Matti Gurney, Grants Specialist, 1st National Bank Building, Suite E200, 332 Minnesota Street, St. Paul, MN 55101-1351, (651) 259-7455, Matti.Gurney@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 contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is The Honorable Pat Oman, ^{County Administrator} ~~Mayer of County~~ of Mille Lacs, 635 2nd St SE, Milaca, MN 56353, Pat.Oman@millelacs.mn.gov, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

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

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

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

7.4 Grant Contract Complete. This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

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

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, and the General Accounting Office of the U.S. Department of Housing and Urban Development 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.

Accounting methods must be in accordance with generally accepted accounting principles.

The Grantee shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156). When a Grantee expends over \$750,000 in federal funds during their fiscal year, an A-133 audit is required to be submitted for that year.

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

10.2 Intellectual Property Rights.

- a) The STATE owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Contract. 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 Contract. "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 Contract. The documents will be the exclusive property of the STATE and all such documents must be immediately returned to the STATE by the GRANTEE upon completion or cancellation of this Contract. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The GRANTEE assigns all right, title, and interest it may have in the works and the documents to the STATE. The GRANTEE must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE's ownership interest in the works and documents.
- b) Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the GRANTEE including its employees and subcontractors, in the performance of this Contract, the GRANTEE will immediately give the STATE's Authorized Representative written notice thereof, and must promptly furnish the STATE's Authorized Representative with complete information and/or disclosure thereon.
- c) 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 contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the grantee's website when practicable.

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

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

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

14.3 Termination for Insufficient Funding. The State may immediately terminate this grant contract if:

- (a) Funding for Grant No. **CDAP-19-0054-O-FY20** is withdrawn by Department of Employment and Economic Development.
- (b) It does not obtain funding from the Minnesota Legislature [State Grant Funds Only]
- (c) 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 contract 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.

14.4 In the event of cancellation. In the event of any cancellation under this provision, the GRANTEE shall cooperate fully with the STATE and help facilitate any transition for the provision of services by a different vendor. Failure to cooperate with or withholding any information or records requested by the STATE or a different vendor that impairs in any way the transition of the provision of services shall constitute a material breach of this grant contract, subjecting GRANTEE to liability for all damages incurred by the STATE resulting from such breach.

15 Data Disclosure

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

16 Conflicts of Interest-Application Submittal

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per Minn.Stat. §16B.98 and Department of Administration, Office of Grants Management, Policy Number 08-01 Conflict of Interest Policy for State Grant-Making. When a conflict of interest concerning State grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

In cases where a perceived, potential, or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the GRANTEE throughout the life of the grant agreement, they must immediately notify the STATE for appropriate action steps to be taken, as defined above.

The GRANTEE must complete a Conflict of Interest Disclosure agreement and attach it to their proposal.

17 Uniform Relocation Assistance and Real Property Acquisition Policies Act

Permanent easements of land required for any public facilities improvement made using SCDP funds, or in conjunction with SCDP activities, must be acquired in conformance with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (49 CFR 24). Budget modification, if necessary to achieve compliance, must be approved in writing by the State.

Unless otherwise approved in writing by State, use of SCDP funds to purchase real property is limited to the value established by appraisal(s) conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Reuse of real property that is acquired with SCDP funds must be approved by the State.

18 Assessments

Grantee will not assess the SCDP funds share of any public facilities project.

19 Debarment and Suspension Certification

(If applicable) The Grantee agrees to follow the President's Executive Order 12549 and the implementing regulation "Non-procurement Debarment and Suspension: Notice and Final Rule and Interim Final Rule," found at 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions;" unless excluded by law or regulation. Evidence that contractors are not debarred will be maintained over the life of the grant.

Eligible Contractors: All Grantees are required to verify that all contractors, subcontractors and sub-recipients are not listed on the Federal publication that lists debarred, suspended and ineligible contractors. Evidence of this determination must be readily available to the State throughout the life of the project.

20 Conflict of Interest Screening

The Grantee must comply with the Conflict of Interest provisions of Minn. Stat. § 471.87 – 471.88 and Subpart K of 24 CFR, Part 570.611 of the Code of Federal Regulations. Grantee will screen for conflicts of interest in any activity

that involves individual assistance and exceptions for participation for individual assistance must be approved by DEED.

21 Federal Environmental Standards

Unless the State indicates otherwise and prior to release of funds, the Grantee is required to conduct an environmental review on project activities to comply with the National Environmental Policy Act of 1969 (NEPA), as amended. Disbursement of funds from the State will not occur until State has issued an environmental clearance to the Grantee.

Grantee must maintain environmental review documentation and records and make them available to the public.

22 Drug-free Workplace/Drug-Free Workplace Awareness Program

The Grantee agrees to provide a drug free workplace by notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying actions that will be taken against employees for violation of such prohibition. The Grantee must have an Awareness Program, or establish a drug free workplace awareness program to inform employees about the dangers of drug abuse, the availability of drug counseling and penalties for violations of the drug free workplace policy. Prior to release of funds, Grantee will provide evidence of a drug-free workplace to the State. If applicable, all secondary communities involved with this project will adhere to this condition.

23 Prohibition of Excessive Force Policy

The Grantee agrees to adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations (P.L. 101-144, Section 519). Prior to release of funds, Grantee will provide evidence of a Prohibition of Excessive Force Policy to the State. If applicable, all secondary communities involved with this project will adhere to this condition.

24 Residential Anti-displacement and Relocation Assistance Plan

The Grantee agrees to adopt, make public and follow a "residential anti-displacement and relocation assistance plan" in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended. This plan must include steps to minimize displacement of residents caused by project activities. Prior to release of funds, Grantee will provide evidence of a Residential Anti-displacement and Relocation Assistance Plan to the State. If applicable, all secondary communities involved with this project will adhere to this condition.

25 Fair Housing

Grantee agrees to abide by and promote all Fair Housing Regulations during the grant period, including conducting at least one unique activity to affirmatively further fair housing each year that the grant remains open. Activities must be reported via the State's Annual Report each year.

26 Policies and Procedures

Where applicable and prior to release of funds, Grantee must approve and maintain policies and procedures which are consistent with the Application and consistent with current SCDP guidance and policy. All policies and procedures must adhere to federal and/or state requirements.

27 Federal Labor Standards

When applicable, Grantee must comply with all federal Davis Bacon and Related Act requirements (DBRA). Grantee must follow DEED's "12 Step Instructions" that are available on the SCDP portion of the DEED website in order to comply with DBRA. Grantee must submit the DEED "Notice of Contract Award" to DEED staff within 14 days of each contract award where DBRA applies and before using grant funds to pay contractors or subcontractors. For projects involving a public facility or rental rehabilitation of eight or more units, copies of the first payroll for each contractor and/or subcontractor working on the project will be provided to DEED staff for review before any cash disbursements for the activity are issued by the State.

28 Use of Out of State Contractors

The Grantee must comply with Minnesota Statutes, Section 290.9705 by either:

A. Depositing with the State, eight percent of every payment made to non-Minnesota construction contractors, where the contract exceeds \$50,000; or

B. Receiving an exemption from this requirement from the Minnesota Department of Revenue.

29 Reporting

Grantee shall submit reports annually during the grant period to the State by October 15, or the date designated by the State. All other reports must be in accordance with the reporting requirements set forth in Minnesota Rule 4300.3200. Grantee shall use the reporting forms provided by the State.

30 Program Income

Program Income is defined as any income equal to or exceeding \$35,000 in a federal fiscal year (October 1-September 30) received by the Grantee from repayments on deferred or installment loans made from SCDP grants. Any income received from these SCDP loans that total less than \$35,000 in a federal fiscal year, is not Program Income, but must be reused for an SCDP approved purpose. Total Program Income expenditures for the year must be reported on the expenditures section of the annual report. Program Income must all be used before SCDP will provide a payment request form, if applicable.

Grantee agrees to have a "SCDP Income Reuse Plan" on file that states how Program Income and other funds generated from the grant will be reused. This plan should prescribe that funds will be reused for an approved SCDP purpose and be consistent with the Grantee's Application. If the funds received by the Grantee cannot be utilized by the Grantee within a reasonable amount of time, the State may ask for the funds.

Annual Post Closeout Program Income Reporting: Following grant closeout, the Grantee must report Program Income to the state by October 15 of each year. Reporting must include Program Income:

- Funds received during the federal fiscal year,
- Expended during the federal fiscal year, and the funds
- Balance at the end of the federal fiscal year.

This reporting will be completed online using the "Post Closeout Online Reporting" and if applicable the "Post Closeout Program Income Expenditure Reporting Form" located on the DEED/SCDP website. These forms can be found on this webpage: <http://mn.gov/deed/government/financial-assistance/community-funding/>.

Grantees should track Program Income (\$35,000 or more received in a fiscal year) and other income from SCDP loans (under \$35,000 in a year) with separate accounts. These funds do not include Minnesota Investment Funds.

Refer to SCDP A-Z Guide for additional information.

31 Procurement

The Grantee must maintain documentation that shows that professional services were procured in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Services obtained from an HRA, RDC, or nonprofit organization do not have to be procured by competitive negotiation, but contracts for these services must only be on a cost reimbursement basis, accounted for in accordance with "The Common Rule."

All construction contracts will require competitive bidding, unless waived by the State.

32 Equal Employment & Section 3

Grantee must include Executive Order 11246 (Standard Federal Equal Employment Opportunity Construction Contract Specifications) as well as the Section 3 Clause §135.38, notice regarding economic opportunities for low and very low income persons in all Grantee bidding and contract documents for which the construction costs exceed \$100,000. All Grantees must have a Section 3 and Women or Minority-Owned Business plan documenting how they will promote the use of Section 3 and women or minority-owned contractors and collect the SCDP Section 3 and

Women or Minority-Owned Business Certification form(s) from all contractors used on the project.

33 Public Hearing

The Grantee will hold a second public hearing (first was held for submission of Application) that includes a citizen participation opportunity midway through the implementation period to solicit public feedback on grant progress and results. The public hearing must be publicly advertised and minutes from the hearing and evidence that the hearing was publicly advertised will be provided to the State, if requested. Documentation that the second public hearing was held will be made on the final report to DEED.

34 Record Retention

The Grantee will maintain all grant related records and files for six years after grant closeout. If applicable, the Grantee will maintain files for all individual, SCDP deferred or installment loans until they have expired.

35 Bid Specifications

For projects that involve construction of public facilities, new housing construction, conversion for new housing, or rehabilitation of 8 housing units or more under 1 site: Grantee will provide State with bid specifications (not maps or architectural drawings) for review and approval.

36 Rental Development Agreement

When applicable and prior to release of funds, the Grantee will provide the State with a development agreement between the Grantee and developer and, if applicable, the management company who will manage the building(s). The agreement(s) will include provisions to ensure that rents and utility costs charged for housing units meet current DEED standards and incomes of tenants are within the current HUD section 8 limits. If applicable, the agreement would also ensure against the economic displacement (rents and utilities raised to above 30% of a household's gross, monthly income) of any current housing tenants.

37 National Objectives

All activities outlined in the Grantee Application and table contained in 4.1 shall meet a National Objective as outlined by the CDBG program. In the event that any facility used for multi-family rental housing no longer meets the Benefit to Low and Moderate Income People National Objective, the SCDP construction funds used to construct or renovate the facility will be returned to the State within a reasonable time frame. This provision will expire five years after the closeout date associated with the final Grant Adjustment Notice, unless a different time period is contained in the Application.

38 Lead Based Paint

For activities that involve the renovation of housing, the Grantee will follow the DEED lead policy.

39 Monitoring

The State shall monitor grantee performance as outlined in its Action Plan to HUD. The Grantee will make all books, records, documents, and accounting procedures and practices accessible for any monitoring. Monitoring will be based on forms provided by the State. The monitor may be in person or a request for information at any time during the grant and any time after grant closeout as needed.

The grantee will monitor the activities of the sub-recipient according to 2 CFR §200.303 and 2 CFR §200.331 as necessary to ensure that the sub-award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Sub-award; and that sub-award performance goals are achieved. Pass-through entity monitoring of the sub-recipient must include:

(a) Reviewing financial and programmatic reports required by the pass-through entity.

- (b) Following-up and ensuring that the sub-recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the sub-recipient from the pass through entity detected through audits, on-site reviews, and other means.
- (c) Issuing a management decision for audit findings pertaining to the Federal award provided to the sub-recipient 2 CFR §200.332 from the pass-through entity as required by 2 CFR §200.521 Management decision.

The State and Grantee acknowledge their assent to this agreement and agree to be bound by its terms through their signatures entered below.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Robin Culbertson

Date: 07/21/20

SWIFT Contract/PO No(s). 180600 PR 56641 PO 3-409820

2. GRANTEE

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

By: David Ostlin

Title: _____

Date: 2-2-2021

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

Title: _____

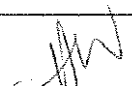
Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative



ADD ON _____

Board Agenda Request Form
Board of County Commissioners**Requested Meeting Date:** 02/02/21*(Board meets the 1st and 3rd Tuesday of each month)*

Title of Item for Consideration: Accept Resignation of County Administrator	
Consent Agenda ☐ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: 1 minutes ☒ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Holly Wilson, Personnel Director 	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Holly Wilson, Personnel Director	
Summary of Issue <i>(include previous Board or Committee actions and/or minutes, as well as applicable dates):</i> The Mille Lacs County Board Chairman and the Administrative Services Office has received notification from Pat Oman of his resignation from the position of Mille Lacs County Administrator effective January 31, 2021.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Accept the resignation of Mille Lacs County Administrator, Pat Oman, in good standing.	
Financial Impact: <i>Is there a cost associated with this request?</i> ☐ Yes ☒ No <i>What is the total cost, including tax and shipping?</i> \$ _____ <i>Are funds available in the budget?</i> ☐ Yes ☐ No <i>If no, please explain:</i> _____	
Additional Information Attached: ☐ Contract/Agreement <i>Approved by County Attorney's Office:</i> ☐ Yes ☐ No <i>If no, please explain:</i> _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Resignation letter	
Board action: <i>(for use by Recording Secretary)</i> ☐ Approved ☐ Denied ☐ Tabled: _____	

1/31/2021

To: Mille Lacs County Board of Commissioners

Please accept my resignation as County Administrator for Mille Lacs County effective Sunday, January 31, 2021. I would appreciate the County Board Commissioners approve my resignation as leaving in good standing and that I receive my accrued vacation totaling 240 hours. Thank you for the employment opportunity.

Sincerely,

A handwritten signature in black ink, appearing to be 'Pat Oman', with a long horizontal flourish extending to the right.

Pat Oman

Requested Meeting Date: 02/02/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration:	
Approve Revision to Promotion, Demotion, and Transfer Section of Personnel Policy	
Consent Agenda ☐ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: 1 minutes ☒ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Karly Fetters	Department: Administrative Services Office
Who will attend the meeting and be able to respond to questions? Give name and title: Karly Fetters, HR Manager	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Staff is requesting to update the "promotions" section of the Personnel Policy to make sure that it is up-to-date and accurate.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve revision to the Promotion, Demotion, and Transfer section of the Personnel Policy	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☐ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☐ Yes ☐ No If no, please explain: _____	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Proposed Personnel Policy verbiage	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

A regular employee who accepts a transfer, promotion or demotion and does not successfully complete the trial period following that transfer, promotion or demotion may, upon the acceptance of the department head, be eligible for reemployment in the first available position in the classification previously held.

Newly hired employees transferred or promoted while serving a probationary period must complete a full probationary period in the new position before being granted regular status. Demoted employees may have the trial period waived upon the agreement of the department head and Personnel Director.

K3. BENEFITS DURING PROBATION

A probationary employee is eligible for the accumulation and usage of sick leave and for all County paid insurance benefits, after the employee has met the eligibility and/or waiting period requirements for these benefits. Vacation accumulates during the probationary period, but shall not be available for use or payment until regular status is first granted to the employee upon passing probation. Probationary employees are not eligible for floating holiday(s).

L. PROMOTION, DEMOTION, AND TRANSFER

L1. PURPOSE

In order to offer current employees the opportunity to continue to use their accumulated knowledge and skills to serve the citizens of the County, they may apply for promotions, demotions or transfers to other County positions. Regular employees promoted, demoted, or transferred shall retain and may use all accrued benefits, including accumulated sick leave and vacation, and shall continue to earn benefits based upon their continuous years of service during their trial period. When an employee is promoted or demoted, their classification date shall become the date of placement in their new position, and any earned compensatory time will be paid out prior to the status change taking effect.

L2. PROMOTIONS

When an employee is promoted, the employee shall be placed within the new salary range on the lowest step that provides an increase of 5%. Upon request from the department head, the Personnel Director may request from the County Administrator approval of a new salary rate of up to 10% over the employee's previous salary, not to exceed the maximum of the new grade; requests for such increases shall be based on factors such as internal equity, the employee's performance prior to promotion, and the employee's length of continuous service with Mille Lacs County. These provisions are not applicable to elected positions and the Chief Deputy appointment.

L3. TRANSFERS

When an employee transfers, their classification date shall not change.

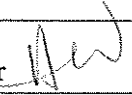
L4. VOLUNTARY DEMOTION

An employee may apply to demote to a position in a lower salary range. When a voluntary

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Requested Meeting Date: 02/02/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Consider Resolution No. 02-02-2021-02 to Establish Chief Deputy Sheriff Wage	
Consent Agenda ☐ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: 2 minutes ☒ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Holly Wilson, Personnel Director 	Department: Administrative Services Office
Who will attend the meeting and be able to respond to questions? Give name and title: Holly Wilson, Personnel Director	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): On January 19, 2021, the County Board confirmed the appointment of Kyle Burton as Chief Deputy Sheriff effective January 22, 2021. Chief Deputy Burton's wage needs to be established. Staff recommends a Step 3, Grade S of the Uniform payscale.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Adopt Resolution No. 02-02-2021-02	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☒ Yes ☐ No If no, please explain: _____	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Resolution 02-02-2021-02	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

**Board of County Commissioners
Mille Lacs County, Minnesota**

Resolution No.: 02-02-2021-02

**RESOLUTION
ESTABLISH WAGE FOR CHIEF DEPUTY SHERIFF KYLE BURTON**

WHEREAS there will be a vacancy in the position of Chief Deputy Sheriff effective January 21, 2021; and

WHEREAS the County Board and the County Sheriff desire to fill this vacant position; and

WHEREAS, the County Board confirmed the appointment of Kyle Burton as Chief Deputy Sheriff effective January 22, 2021.

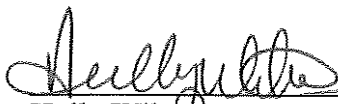
BE IT FURTHER RESOLVED to set Chief Deputy Burton's wage at Step 3, Grade S of the Non-Union pay scale; and

BE IT FURTHER RESOLVED to approve a reinstatement agreement for Chief Deputy Burton as follows:

Chief Deputy Burton will serve as an employee of the Sheriff and serve in that position at the sole discretion of the Sheriff under MN Statute 387.145, Chief Deputy; Appointment: "Notwithstanding the provision of any law to the contrary, the sheriff of any county may appoint a chief deputy or first assistant with the approval of the county board."

Adopted this 2nd day of February, 2021.

ATTEST:



Holly Wilson
Assistant County Administrator



Dave Oslin
County Board Chairman

Requested Meeting Date: 02/02/21

(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Review Updated Mille Lacs County Preparedness Plan	
Consent Agenda ☐ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: 5 minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☒ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Karly Fetters	Department: Administrative Services Office
Who will attend the meeting and be able to respond to questions? Give name and title: Karly Fetters, HR Manager	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): The Mille Lacs County Preparedness Plan was put into place to help Mille Lacs County employees and residents to understand current expectations at Mille Lacs County facilities. This plan is continuously updated to provide guidance in accordance with CDC and MDH guidelines. Mille Lacs County has revised this plan to include clarification for employees and supervisors regarding the removed required of temperature taking, and prohibiting social gatherings/shared food.	
Alternatives/Options/Comments: None	
Recommended Action/Motion: Review Updated Mille Lacs County Preparedness Plan.	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☒ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☐ Yes ☐ No If no, please explain: it	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: N/A ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Updated Mille Lacs County Preparedness Plan	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

COVID-19 Preparedness Plan for Mille Lacs County

5.9

Mille Lacs County is committed to providing a safe and healthy workplace for all workers. To ensure that, Mille Lacs County has developed the following Preparedness Plan in response to the COVID-19 pandemic. The County Administrator, staff, and County Board are all responsible for implementing this plan. The goal is to mitigate the potential for transmission of COVID-19 in workplaces, and requires full cooperation among workers and the County Board. Only through this cooperative effort can Mille Lacs County establish and maintain the safety and health of workers and workplaces.

Mille Lacs County is serious about safety and health and keeping employees working at Mille Lacs County. Worker involvement is essential in developing and implementing a successful COVID-19 Preparedness Plan. This Preparedness Plan follows Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines and federal OSHA standards related to COVID-19 and addresses:

- hygiene and respiratory etiquette;
- engineering and administrative controls for social distancing;
- housekeeping – cleaning, disinfecting and decontamination;
- prompt identification and isolation of sick persons;
- communications and training that will be provided to the board and staff; and
- management and supervision necessary to ensure effective implementation of the plan.

Employees Exhibiting Symptoms of COVID-19

Employees are encouraged to self-monitor for symptoms of COVID-19. The following policies and procedures are to be used to assess employees' health status before entering the workplace and by employees who report they are sick or experiencing COVID-19 symptoms at work.

An employee who is sick should stay home. If an employee is displaying COVID-19 symptoms, supervisors should speak privately with the employee, while practicing social distancing. An employee may be isolated in the workplace until sent home. A supervisor may require an employee to leave the workplace, as a safety consideration for the health of others and the public.

Supervisors should consult with a member of the Administrative Services Office prior to sending an employee home for these reasons and must notify the Assistant County Administrator/Personnel Director or HR Manager if an employee is sent home. If an employee is experiencing symptoms while at home the employee should report symptoms to their supervisor/member of management. The supervisor/member of management will report the information to the Assistant County Administrator/Personnel Director or HR Manager. Employees should refrain from discussing a coworker's condition due to data privacy laws. If an employee has concerns, they should speak privately with their supervisor or contact the Assistant County Administrator/Personnel Director. A supervisor shall request a doctor's note if needed for use of FFCRA or sick leave benefits.

If any employee is confirmed to have COVID-19, the employee should email holly.wilson@millelacs.mn.gov as soon as possible. If an employee becomes aware of a confirmed COVID-19 case, and were in contact with the The guidelines in this plan are based on CDC guidelines for critical workers within government facilities. All Mille

Lacs County employees are considered critical.

Revised 1/21/2021

COVID-19 Preparedness Plan for Mille Lacs County

5.9

positive case within a 6-foot distance for longer than a cumulative 15 minutes, the employee should notify their supervisor. As recommended by the CDC, if an employee is confirmed to have COVID-19, MDH or a trained designee will conduct a contact investigation and employees will be notified if they had possible exposure to COVID-19 in the workplace. To protect privacy as required by state and federal law, Mille Lacs County will not identify by name an individual who has contracted COVID-19. Employees exposed to a coworker with confirmed COVID-19 should refer to CDC guidance for how to conduct a risk assessment of their potential exposure. Mille Lacs County will work closely with medical health providers and rely on advice from federal and local authorities to manage transmission risk and containment.

Mille Lacs County has implemented leave policies that promote employees staying at home when they are sick, when household members are sick, or when required by a health care provider to isolate or quarantine themselves or a member of their household. Employees may utilize accrued vacation, sick, comp time, and floating holidays as applicable in their collective bargaining agreement and other County policies if FFCRA time has been exhausted. Employees with insufficient available paid leave hour balances may request to accrue a negative sick leave balance not to exceed 80 hours if the required paperwork is completed and approved.

Screening and policies for employees exhibiting signs and symptoms of COVID-19

Mille Lacs County guidance and guidelines for entering county facilities will be followed. ~~Thermometers will be available for employees to take their temperatures, after which employees should sign and date the daily log.~~

Workers have been informed of and encouraged to self-monitor for signs and symptoms of COVID-19. The following policies and procedures are being implemented to assess workers' health status prior to entering the workplace and for workers to report when they are sick or experiencing symptoms. People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. Symptoms may appear 2-14 days after exposure to the virus. People with these symptoms or combinations of symptoms may have COVID-19: Fever, Cough, Shortness of breath/difficulty breathing, or New loss of taste/smell. Or at least two of these symptoms: Chills, Repeated shaking with chills, Muscle pain, New or Severe Headache, Sore throat, Nausea, Vomiting, Diarrhea, Excessive Fatigue.

Staff will be required to report any onset of symptoms to their supervisor immediately. If symptoms occur at work, the worker must leave the workplace immediately after reporting symptoms and should seek a diagnosis. In the event of an exposure in the workplace, supervisors should notify Facilities Operations so the work area can be properly disinfected by designated staff. If symptoms occur at home staff should report this to their supervisor and follow MLC guidelines prior to returning to work. If an employee begins to show symptoms or tests positive for COVID-19, the employee will need to isolate for 10 days from the day the symptoms start or the test results come back.

The guidelines in this plan are based on CDC guidelines for critical workers within government facilities. All Mille Lacs County employees are considered critical.

Revised 1/21/2021

COVID-19 Preparedness Plan for Mille Lacs County

59

Return to work guidelines:

People with COVID-19 who have stayed home (home isolated) due to symptoms may return to the workplace in accordance with the following guidance:

1. **If you are experiencing symptoms and will not be seeking a medical diagnosis/COVID-19 test**, you may return to the workplace after 10 days (on the 11th day).
2. **If you are experiencing symptoms and receive a positive test for COVID-19**, you may return to the workplace after 10 days (on the 11th day).
3. **If you are experiencing symptoms and receive a negative test for COVID-19, and you have not had an exposure to someone with a confirmed positive COVID-19 test**, you may return to the workplace.
4. **If you have an exposure to someone with a confirmed positive COVID-19 test and you are not experiencing symptoms**, you may return to the workplace but must wear a mask **at all times** while in the workplace.

In all of the scenarios above, employees will be expected to follow the protocols regarding social distancing, self-monitoring/pre-screening, and sanitation practices detailed in this Preparedness Plan.

In all cases, **follow the guidance of your healthcare provider and public health department**. The decision to stop home isolation should be made in consultation with your healthcare provider and state and local health departments. Local decisions depend on local circumstances.

Mille Lacs County has leave policies that promote workers staying at home when they are sick, when household members are sick, or when required by a health care provider to isolate or quarantine themselves or a member of their household. Workers with underlying medical conditions or who have household members with underlying health conditions should speak with their supervisor.

Handwashing

Handwashing guidelines have been posted in all county restroom locations. Basic infection prevention measures are being implemented. Workers are instructed to wash their hands for at least 20 seconds with soap and water frequently throughout the day, but especially at the beginning and end of their shift, prior to any mealtimes and after using the toilet. Hand sanitizer will be placed in areas for easy access by workers and visitors.

Respiratory etiquette: Cover your cough or sneeze

MDH guidance for respiratory etiquette have been posted throughout county facilities. Workers and visitors are being instructed to cover their mouth and nose with their sleeve or a tissue when coughing or sneezing and to avoid touching their face, in particular their mouth, nose and eyes, with their hands. They should dispose of tissues in the trash and wash or sanitize their hands immediately afterward. A poster that includes information on proper etiquette will be displayed for all to see.

The guidelines in this plan are based on CDC guidelines for critical workers within government facilities. All Mille Lacs County employees are considered critical.

Revised 1/21/2021

COVID-19 Preparedness Plan for Mille Lacs County

5.9

Social distancing

Social distancing is being implemented in the workplace through the following engineering and administrative controls: staff are encouraged to use telework, flexible work hours to work from home, staggered shifts and additional shifts to reduce the number of employees in the workplace at one time; maintain social distancing requirements of at least six feet; signage posted with instructions for employees and visitors. The County Administrator will quickly alert and communicate with all staff any safety concerns. Mille Lacs County meeting room occupancy limits are as follows:

- Board Room - Wellness Capacity: 20 Seated People
- Conference Room A - Wellness Capacity: 6 Seated People
- Conference Room C - Wellness Capacity: 4 Seated People
- Conference Room D - Wellness Capacity: 12 Seated People
- Historic Courthouse Breakroom - Wellness Capacity: 10 Seated People
- Wellness Room – Wellness Capacity: 1 Seated Person

A shield will be placed at front counters and front counter area workstations to separate visitors and workers. A physical barrier or signage will be created to remind visitors not to enter the work area without permission. Waiting area will be structured to create 6 feet of separation and guests will be asked to wait in a designated area until service can be provided with adequate social distancing.

The maximum occupancy for a vehicle is one person; if more than one person needs to ride in a vehicle, cloth face masks are required.

Limit social gatherings of people:

- Limit the interaction of workers with other workers, customers, clients, and visitors across floors, buildings, campuses, and worksites, to the extent possible. Use alternative means of interaction and communication (e.g., walkie-talkies, phones, headphones), to the extent possible to allow workers to communicate from a distance.
- Prohibit communal serving or sharing of food.

Emergency Executive Order 20-81: Requiring Minnesotans to Wear a Face Covering in Certain Settings to Prevent the Spread of COVID-19

Mille Lacs County is a public entity. Therefore, members of the public and employees must wear a face covering in accordance with [Emergency Executive Order 20-81](#). If you are an employee who is exempt from this requirement under Paragraph 8 of this Executive Order, please contact Holly Wilson in the Administrative Services Office. Employees should not attempt to determine if members of the public who are not wearing a face covering in accordance with this order are exempt under Paragraph 8 of the Executive Order. Employees should review Paragraph 9 of this Executive Order to determine situations where face coverings may temporarily be removed, and contact their supervisor with any questions.

The guidelines in this plan are based on CDC guidelines for critical workers within government facilities. All Mille Lacs County employees are considered critical.

Revised 1/21/2021

COVID-19 Preparedness Plan for Mille Lacs County

5.9

Housekeeping

Stringent housekeeping practices are being implemented by Mille Lacs County, including routine cleaning and disinfecting of work surfaces, equipment, and areas in the work environment, including restrooms, break rooms, lunch rooms and meeting rooms. Frequent cleaning and disinfecting will be conducted in high-touch areas, such as phones, keyboards, controls, door handles, elevator panels, railings, copy machines, etc. Routine cleaning is conducted by maintenance staff by disinfecting surfaces such as all railings, hard surfaces, and door handles. Maintenance staff are taking additional measures to limit the spread of germs such as wearing gloves while cleaning.

Communications and training

This Preparedness Plan was communicated to all workers through posting in campus breakrooms and on the county employee website. Additional communication will be ongoing and provided to all workers. This Preparedness Plan has been certified by the Mille Lacs County Administrator and will be updated as necessary.

Certified by:

Pat Oman, County Administrator

Appendix A – Guidance for developing a COVID-19 Preparedness Plan

General

www.cdc.gov/coronavirus/2019-nCoV

www.health.state.mn.us/diseases/coronavirus

www.osha.gov

www.dli.mn.gov

<https://www.cdc.gov/coronavirus/2019-ncov/community/critical-workers/implementing-safety-practices.html>

Handwashing

www.cdc.gov/handwashing/when-how-handwashing.html

The guidelines in this plan are based on CDC guidelines for critical workers within government facilities. All Mille Lacs County employees are considered critical.

Revised 1/21/2021

COVID-19 Preparedness Plan for Mille Lacs County

5.9

www.cdc.gov/handwashing

<https://youtu.be/d914EnpU4Fo>

Respiratory etiquette: Cover your cough or sneeze

www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html

www.health.state.mn.us/diseases/coronavirus/prevention.html

www.cdc.gov/healthywater/hygiene/etiquette/coughing_sneezing.html

Social distancing

www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html

www.health.state.mn.us/diseases/coronavirus/businesses.html

[http://dli.mn.gov/sites/default/files/pdf/COVID_19_preparedness_plan_requirements_guidelines_businesses.p
df](http://dli.mn.gov/sites/default/files/pdf/COVID_19_preparedness_plan_requirements_guidelines_businesses.pdf)

Housekeeping

www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html

www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html

www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2

www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html

Employees exhibiting signs and symptoms of COVID-19

www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html

www.health.state.mn.us/diseases/coronavirus/basics.html

Training

www.health.state.mn.us/diseases/coronavirus/about.pdf

www.cdc.gov/coronavirus/2019-ncov/community/guidance-small-business.html

www.osha.gov/Publications/OSHA3990.pdf

The guidelines in this plan are based on CDC guidelines for critical workers within government facilities. All Mille Lacs County employees are considered critical.

Revised 1/21/2021

In 2020, you applied for and received a building permit from the Mille Lacs County Land Services Office. Mille Lacs County would appreciate receiving feedback from you regarding your experience.

	Strongly Agree (1)	Agree (2)	Neutral (3)	Disagree (4)	Strongly Disagree (5)	Not Applicable
Permit Application Process						
The permit application was easy to understand and fill out.						
The information provided to me was complete.						
The information provided to me was easy to understand.						
The staff person who assisted me was courteous.						
The staff person who assisted me accurately answered my questions.						
I understood the length of time it would take to receive my permit.						
I felt that the amount of time to receive my permit was reasonable.						
Inspection Process						
The Building Code requirements were clearly explained to me.						
I understood that it was my responsibility to call for inspections.						
I understood who I needed to call to schedule an inspection.						
Inspections were completed when scheduled.						
The inspector was courteous.						
The inspector clearly explained what was required if my inspection failed.						

I was required to provide additional information after I submitted my application. Yes No (check one)

I received a list of inspections that were required for my project. Yes No (check one)

Comments:

I am a: contractor homeowner (check one)



W.S. 4
Administrative Services Office
635 2nd Street SE
Milaca, MN 56353

ADD ON

Phone: (320) 983-8218
Fax: (320) 983-8382

Rep. Paul Marquardt
597 State Office Building
St. Paul, MN 55155

Rep. Greg Davids
283 State Office Building
St. Paul, MN 55155

Sen. Carla Nelson
3235 Minnesota Senate Bldg.
St. Paul, MN 55155

Sen. Ann Rest
2217 Minnesota Senate Bldg.
St. Paul, MN 55155

January 29, 2021

To: Senate Committee Chairs, Representative Committee Chairs

Thank you for considering a special legislative sales tax for constructing a public works building. Attached is the signed County Board resolution.

Regional significance for a public works building is as follows:

- Mille Lacs County currently has shared responsibility agreements with four neighboring counties;
- Mille Lacs County maintains a portion of the Soo Line Trail which benefits regional users as it run through several counties;
- Mille Lacs County maintains a Minnesota Department of Transportation (MnDOT) area GPS repeater which benefits adjacent counties and anyone on the north end of the county;
- Mille Lacs County has a mutual aid agreement with MnDOT to assist with snowplowing should there be a situation in which DOT crews become shorthanded;
- The most recent relationship with DOT is to assist potential Covid-19 outbreak for either agency crews.

The estimated total cost for the public works building project is \$ 10,000,000, expected revenue for a ½ of 1 % special legislative sales is approximately \$ 1,500,000 year. The estimated time to raise the projected revenue in order to pay off the bond debt service is 8 years depending on the bond debt service amortization schedule.

Sincerely,

Pat Oman
County Administrator

W.S.d

MILLE LACS COUNTY, MINNESOTA

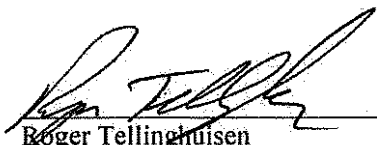
RESOLUTION NO. 12-29-2020-02

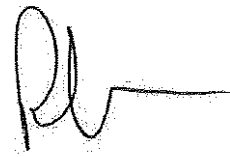
**A RESOLUTION APPROVING A LOCAL SALES TAX AND
AUTHORIZING ACTIONS TO BE TAKEN BY THE COUNTY IN
CONNECTION WITH SUCH TAXES**

BE IT RESOLVED By the Board of Commissioners (the "Board") of Mille Lacs County, Minnesota (the "County"), as follows:

1. The County has several proposed projects and improvements the capital and operating costs of which cannot be adequately funded with existing resources. The County desires to submit a proposal to the Minnesota Legislature to allow the County to propose a 0.5% local sales tax to be imposed on the gross receipts from retail sales in the County. The proceeds of the sales taxes would be used to pay the capital costs of constructing the projects described below.
2. Minnesota Statutes, Section 297A.99 provides, in part, that a political subdivision may impose a local sales tax if permitted by special law and if approved by the voters of the political subdivision, and that before a governing body requests legislative approval of a special law for a local sales tax, the governing body must adopt a resolution indicating approval of the tax. The resolution must also provide the following: the proposed tax rate; how the revenues will be used; documentation of the regional significance of each project, including the share of the economic benefit to or use of each project by persons residing, or businesses located, outside the jurisdiction; the total revenue that will be raised before the tax expires; and the estimated length of time the tax will be in effect.
3. The Board hereby approves a local sales tax in the amount of 0.5%, if approved by the voters of the County.
4. The revenues derived from imposition of the sales tax will be used to pay the capital costs of constructing a public works building.
5. The public works building has regional significance due to the fact that the County completes plowing and road maintenance in all seven counties that are adjacent to the County through mutual aid agreements or similar agreements. In addition, the County is a party to various mutual aid agreements with the State of Minnesota to conduct road maintenance and plowing on state roads located outside the County.
6. The total revenue that will be raised before the sales tax expires is estimated to be \$10,000,000 for the length of time the sales tax will be in effect. The sales tax will be in effect until the capital and operating costs of the projects referenced above are paid or ___ years after imposition of the sales, whichever is earlier.
7. The Administrator of the County is hereby authorized to take all actions which the Administrator determines to be necessary or appropriate, and in accordance with applicable laws of the State of Minnesota, to prepare and submit to the Minnesota Legislature for enactment a special law authorizing the local sales tax referred to in this resolution.

Approved by the Board of Commissioners of Mille Lacs County, Minnesota this 29th day of December, 2020.



Roger Tellinghuisen
County Board Chairman

Pat Oman
County Administrator

ML240-9 (JAE)
695292v.1

W. 54

UNIVERSITY OF MINNESOTA

University of Minnesota Extension

Center for Community Vitality

405 Coffey Hall
1420 Eckles Avenue
St. Paul, MN 55108-6068
612-624-2811
612-624-7165
www.extension.umn.edu

February 9, 2016

To: Pat Oman
Mille Lacs County Administrator

From: Liz Templin
Extension Professor, Community Economics

Bruce Schwartau
Retail Trade Program Manager and
Community Economics Program Leader

Re: Estimate of Local Option Sales Tax paid by Residents of Mille Lacs County,
MN

Per your January 19th request, this memo outlines our estimate of the total tax that might be raised by a Local Option Sales Tax (LOST) dedicated to designated highway projects and the percentage of that tax likely to be paid by permanent county residents as compared with visitors.

Bruce Schwartau has completed similar estimates for other communities considering a LOST. This is in addition to over 200 retail analysis reports he has completed in the last decade.

In preparing this analysis, we used 2013 sales tax data, the most current available from the Minnesota Department of Revenue.

Total Tax Collected

There are two sources of LOST revenue: 1) the taxable sales made by businesses in the county and 2) the taxable items delivered to Mille Lacs County addresses. This analysis estimates the LOST revenue made by businesses in the county because sales data are available.

In 2013, there were over \$159.5 million in taxable sales made in Mille Lacs County businesses. This includes over \$128 million in retail and service sales and nearly \$31 million in other businesses (detailed in the non-retail sales section below).

A simple calculation of 0.5 percent suggests that about \$797,500 in local sales tax would have been collected in 2013. The trend in Mille Lacs County through 2013 had been an increase each year of \$10 million in taxable sales. That means a \$50,000 increase in the tax collected each year IF the trend continues. Therefore, estimated revenues for full year 2016 would be nearly \$950,000. We suggest, however, using a range of \$900,000 to \$950,000 for planning purposes until a pattern is established.

Businesses and residents that order taxable items to be delivered to a Mille Lacs County address will be charged the LOST even though it wasn't purchased from a Mille Lacs County business. If a business purchases supplies in another county and brings it to Mille Lacs County themselves, they need to submit a use tax unless the county where the purchase was made had a LOST (the Minnesota Department of Revenue Fact Sheet 164 lists locations with local sales tax). Until you have a LOST history, a reasonable estimate is \$1 million total taxable sales, resulting in about \$5,000 in LOST revenue.

Retail and Service Sales Methodology

Using the 2013 actual sales made by the 530 Mille Lacs County retail and service businesses reported to the Minnesota Department of Revenue, we made the following adjustments:

- **Potential sales:** This estimated the total retail and service sales based on the year round population of the county. This was calculated by multiplying the county population by the Minnesota average per capita sales and adjusting for county income.
- **Adjusted Potential sales:** This narrowed expected sales to ones made in the county by residents. Adjustments were made for the percent of rural per capital sales compared to the state average. (For example, there are more clothing sales in Twin Cities than rural counties, suggesting that residents travel to metro areas for some clothing shopping or metro residents spend more per capita on clothing.)
- **Variance:** Spending by visitors was estimated by subtracting adjusted potential sales from actual sales.

The resulting estimated retail and service sales to non-residents of \$38.4 million, calculated by totaling the variance in all retail categories except accommodation. Because accommodation businesses almost exclusively host visitors, we added 100% of their sales as coming from non-residents (accommodations sales account for 7.6% of retail and service sales in Mille Lacs County).

Seasonal residents of Mille Lacs County occupy 14% of your housing. Sales to these residents are already calculated in the numbers we are providing. Where actual sales were less than the adjusted potential sales, we estimated and added 3% of the actual sales coming from seasonal residents.

Non-Retail and Service Sales Methodology

We estimate 90% of the taxable sales in crop production, construction, manufacturing and wholesale trade are made to non-residents. These categories generated nearly \$30.8 million in total taxable sales in 2013, with an estimated \$27.7 million coming from non-residents.

The other non-retail or services taxable sales are in categories like truck transportation, real estate, and health care. We estimated 25% of sales in those categories are to non-residents. Total taxable sales in those categories in 2013 totaled nearly \$4.7 million for an estimated \$1.2 million in non-resident sales.

Best Estimate of LOST Collection from Residents and Non-Residents

Taking the factors listed above along with the experience of community economics team members, a reasonable estimate for the sales tax collection from people and businesses that are not in Mille Lacs County on a permanent basis is 42 percent or \$335,000.

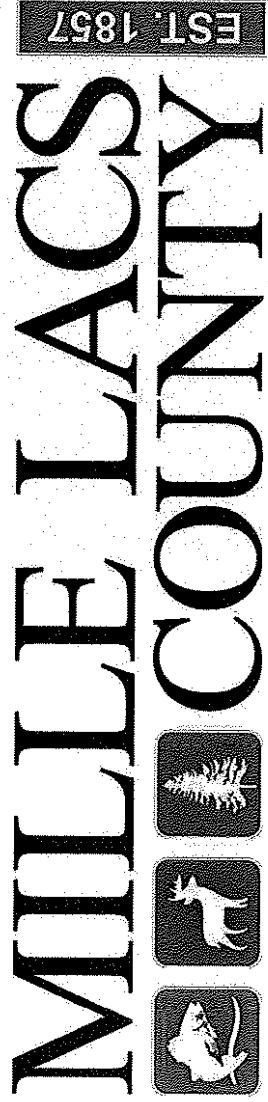
Therefore approximately \$462,500 of a local sales tax would have been collected from residents in 2013. Using the 2013 county population number of 25,817 residents, this calculates to \$18 per year-round resident. To account for a reasonable margin of error of 10%, we estimate the upper amount at \$20 per year-round resident in 2013.

Impact on Mille Lacs County Sales

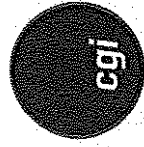
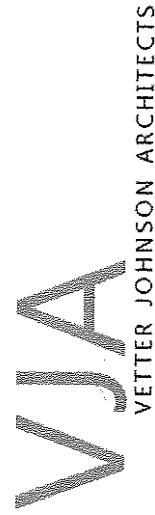
Records available from the Minnesota Department of Revenue website shows the tax collected from 23 Minnesota jurisdictions that have enacted some type of local sales or use tax within the last ten years. Most of these jurisdictions show continued sales growth.

Conclusion

Based on the above calculations, a conservative estimate of LOST revenue in 2017 would be \$900,000 - \$950,000. Our analysis suggests 58% would be paid by residents, and 42% by visitors.



Public Works Study 12-15-2020

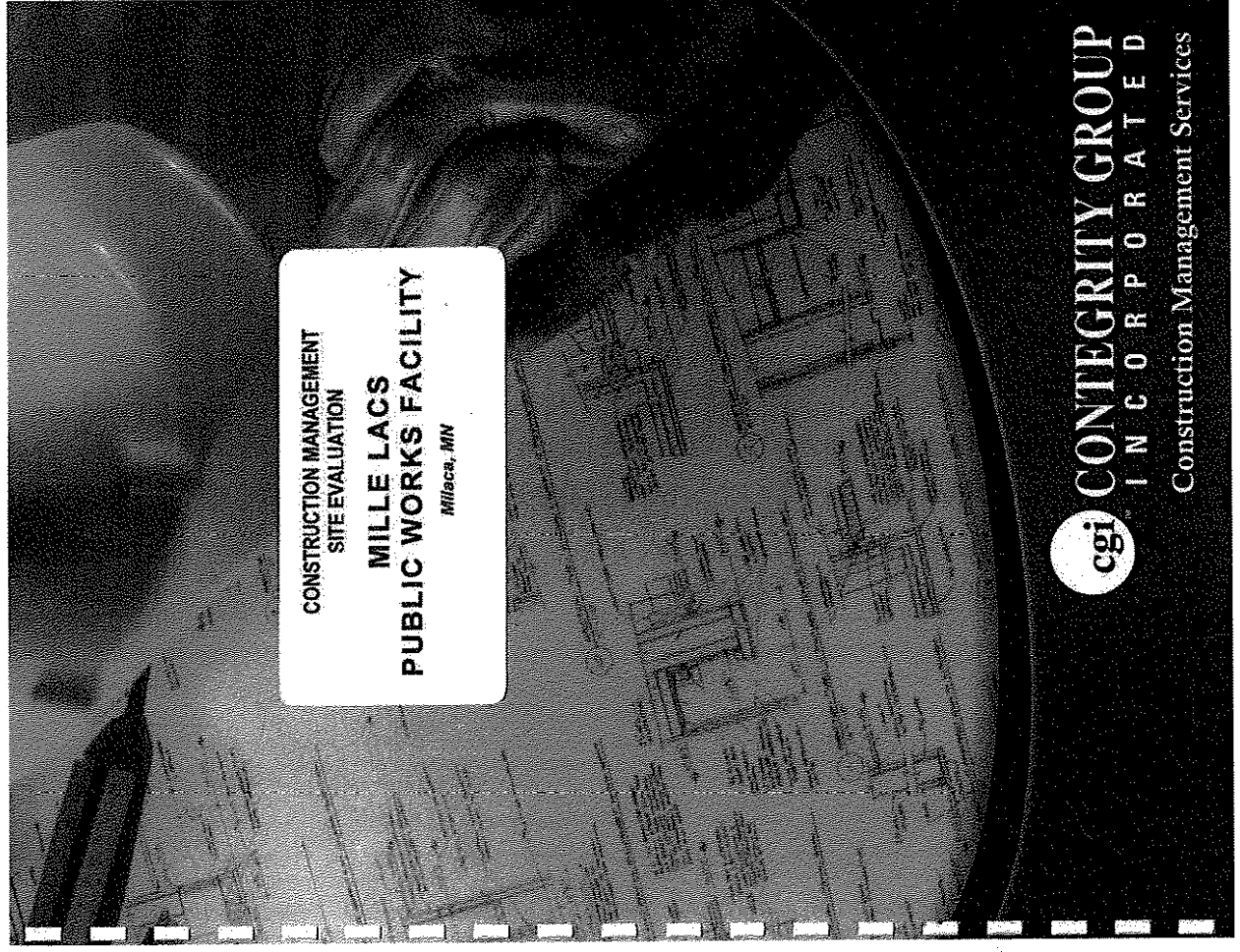


Milaca - Public Works

2014 Facility - CGI

Looked at:

- Existing Facility Deficiencies
- New Facility Adjacent
- Addition to Existing Facility



Milaca - Public Works

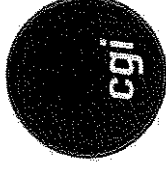
2014 Facility - CGI

Looked at:

- Existing Facility Deficiencies
- New Facility Adjacent
- Addition to Existing Facility

MILLE LACS COUNTY PUBLIC WORKS FACILITY

July 15, 2014



Current Milaca Facility

- **Main Building**
Constructed in 1974
Main Shop approximately 14,500 SF
Office approximately 1,640 SF
- **Salt / Cold Storage Building**
Approximately 6,600 SF
- **STS / Testing Building**
Approximately 1960 SF

Deficiencies Noted:

- Space is needed for current inventory of equipment.
- Site Drainage needs to be improved
- Exterior envelope of building is showing signs of wear, numerous patches, loose fasteners, rust and corrosion.
- Current structure showing signs of corrosion due to salt and water intrusion.
- HVAC systems are showing age and not functioning up to standards.
- CO/ NO gas detection systems and vehicle exhaust system not functioning to standards.
- Building insulation sagging in numerous areas and creating condensation within wall cavities.
- General electrical systems need to be upgraded along with energy efficient lighting.
- Salt / Sand Storage area showing signs of salt corrosion and structural strain due to front end loader.
- Equipment exposed due to elements due to space shortage.
- Current building is not ADA accessible

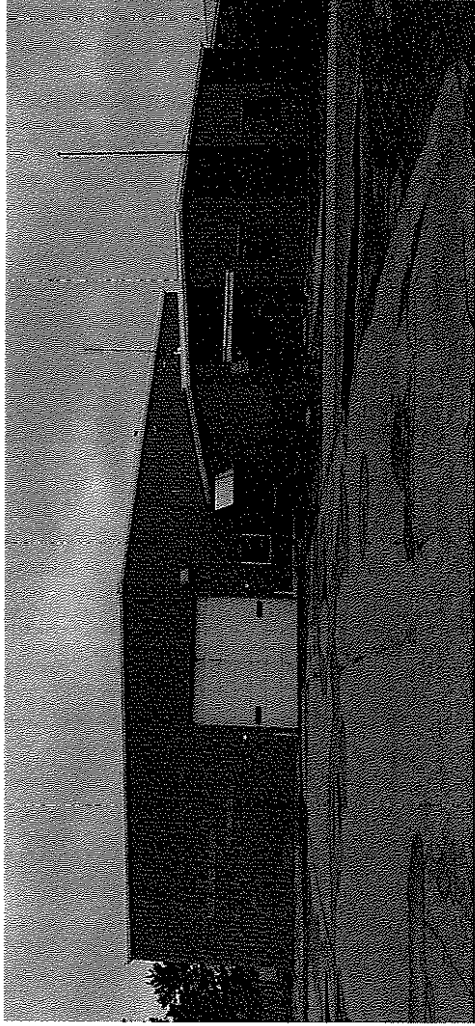
W.S. 4

Milaca - Public Works

2019 Facility - VJA / CGI

- Programmed Space Needs with Staff.
- Toured other MN Public Works Facilities.
- Looked at:
 - Remodeling existing building.
 - Turning existing facility into cold storage & adding new on site.
 - Phasing new construction while keeping existing.
 - New construction on site.
 - New construction on alternative site.
- Presented a recommendation to the Board of Commissioners for the construction of a new facility.
- Provided cost estimates for Milaca site & Alternative Site.





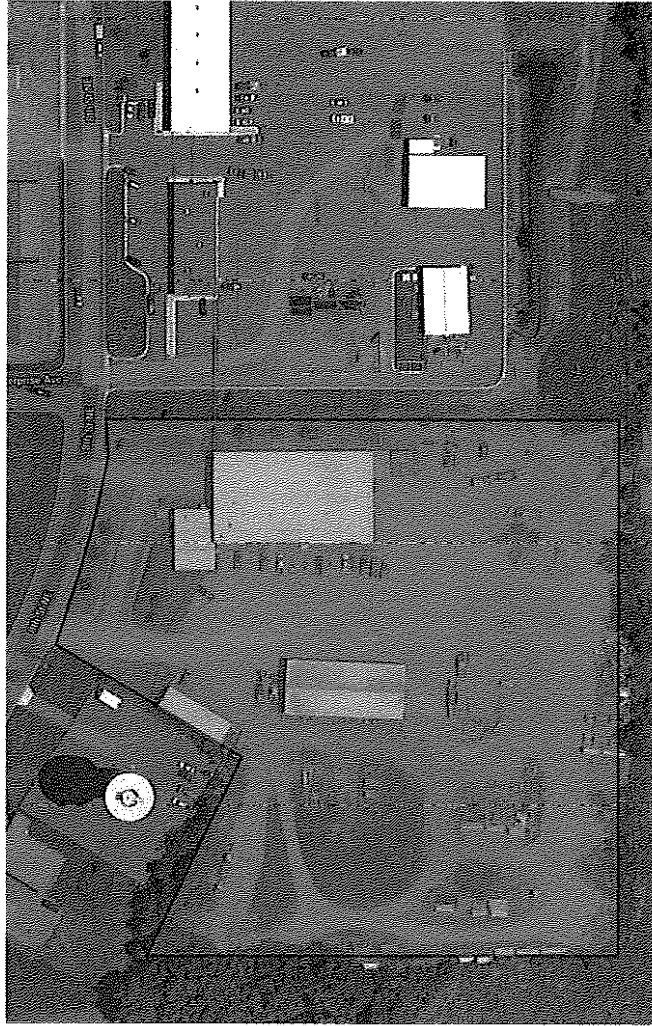
Milaca - Public Works

Location: Adjacent to Industrial Park & Wetlands
Built: 1974 [47 Years Old]



Princeton - County Garage

Location: Adjacent to Residential
Built: 1948 [72 Years Old]



Milaca - Public Works

Building Deferred Maintenance / Space Needs

Exterior Shell

- Rusty metal cladding / peeling off in places
- Rusty doors / jambs
- Windows in poor condition
- Rusty purlin bracing between primary structure
- Wet insulation / falling down wall
- Thermal bridging



Milaca - Public Works

Building Deferred Maintenance / Space Needs

Exterior Shell

- Rusty metal cladding / peeling off in places
- Rusty doors / jambs
- Windows in poor condition
- Rusty purlin bracing between primary structure
- Wet insulation / falling down wall
- Thermal bridging



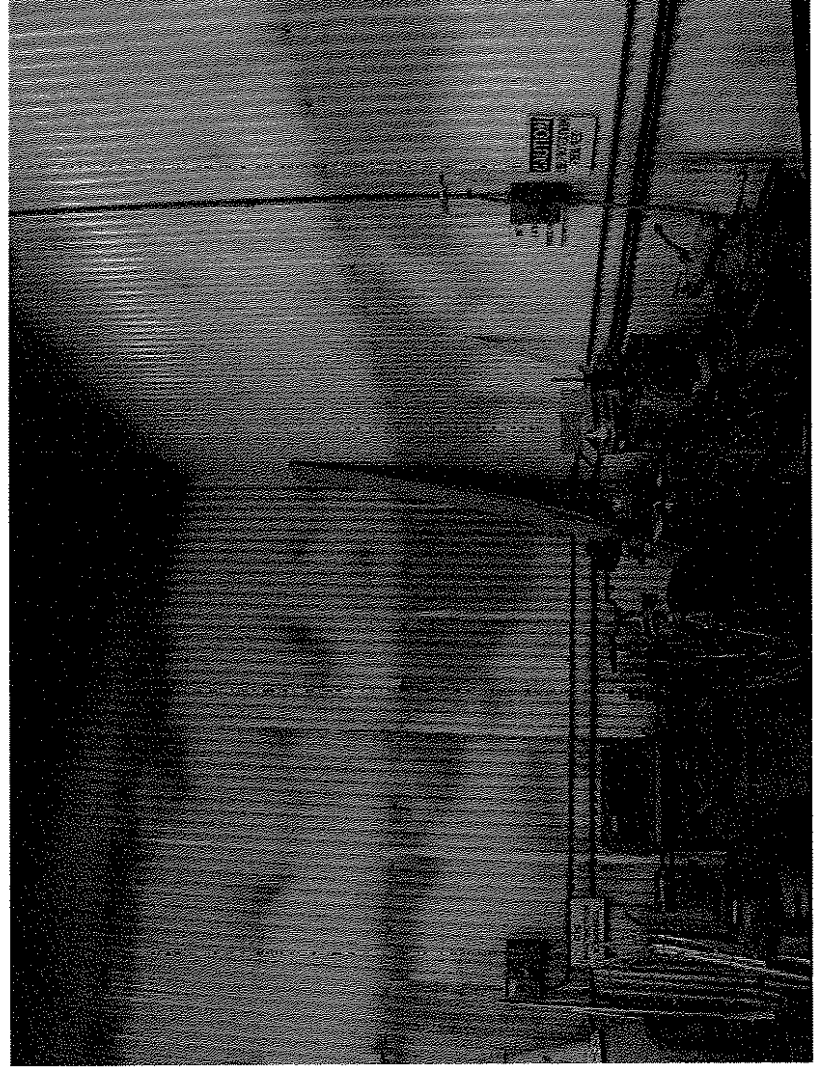
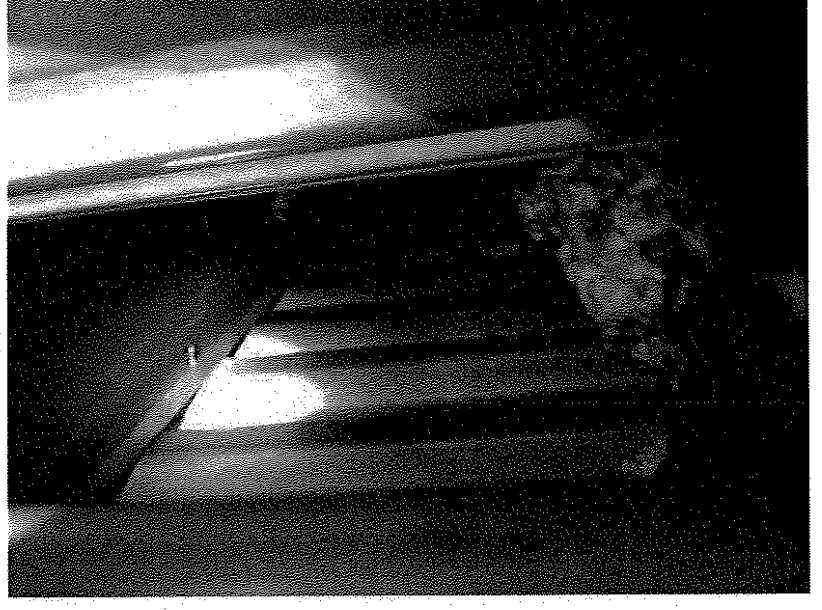
w-54

Milaca - Public Works

Building Deferred Maintenance / Space Needs

Exterior Shell

- Rusted metal cladding / peeling off in places
- Rusted doors / jambs
- Windows in poor condition
- Rusted purlin bracing between primary structure
- Wet insulation / falling down wall
- Thermal bridging

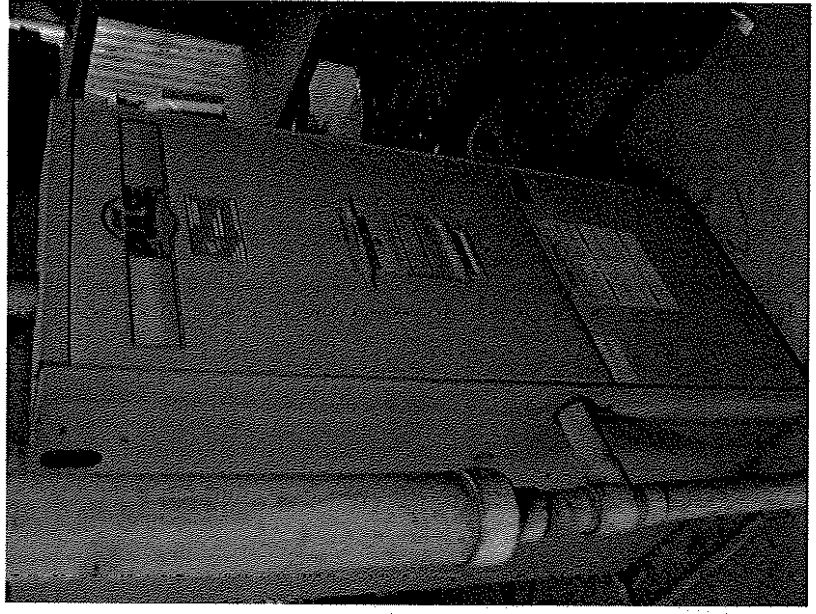
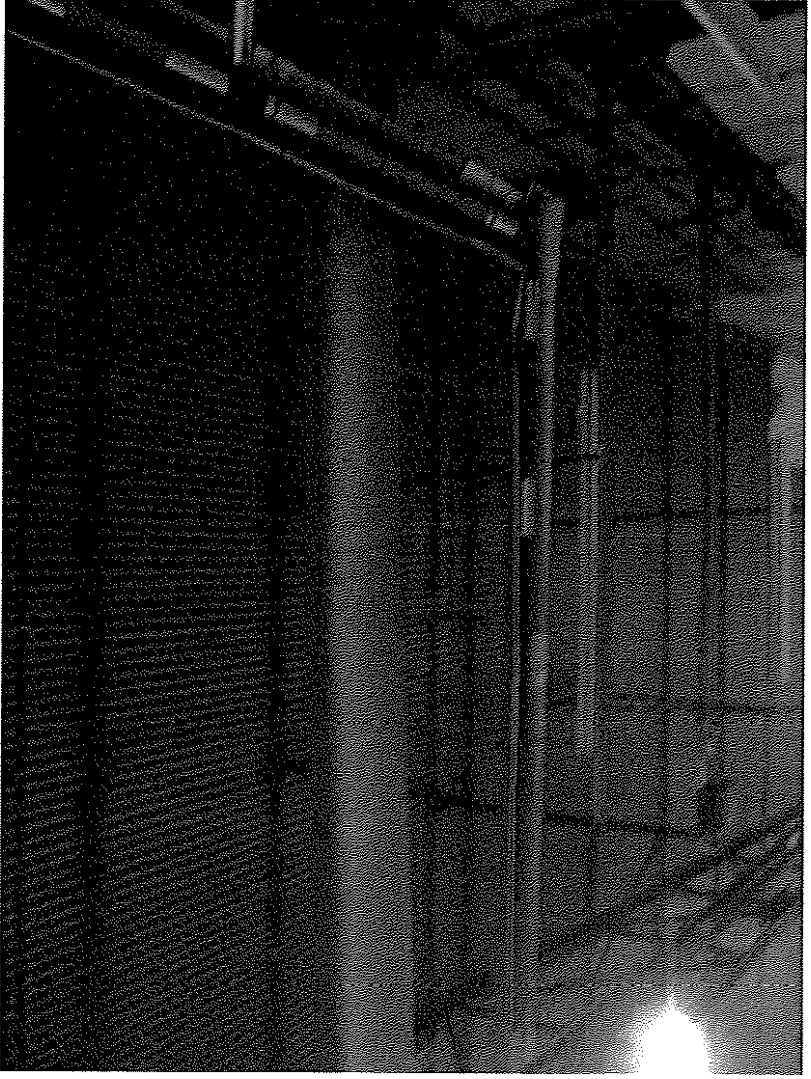
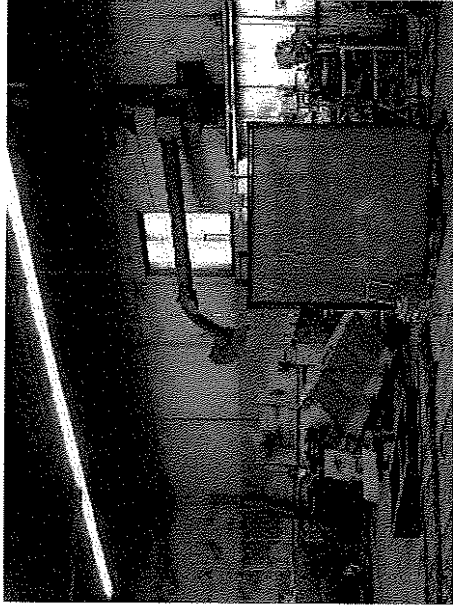


Milaca - Public Works

Building Deferred Maintenance / Space Needs

Heating / Ventilation System

- 60+ Years Old [Purchased used when building built]
- Infrared - Heat sink - Leaves with Trucks
- No Redundancy / Backup - 1 point failure [Exhaust Fan]
- Office space furnace +/- 25 years old
- Absence CO or NO2 detection / no makeup air system



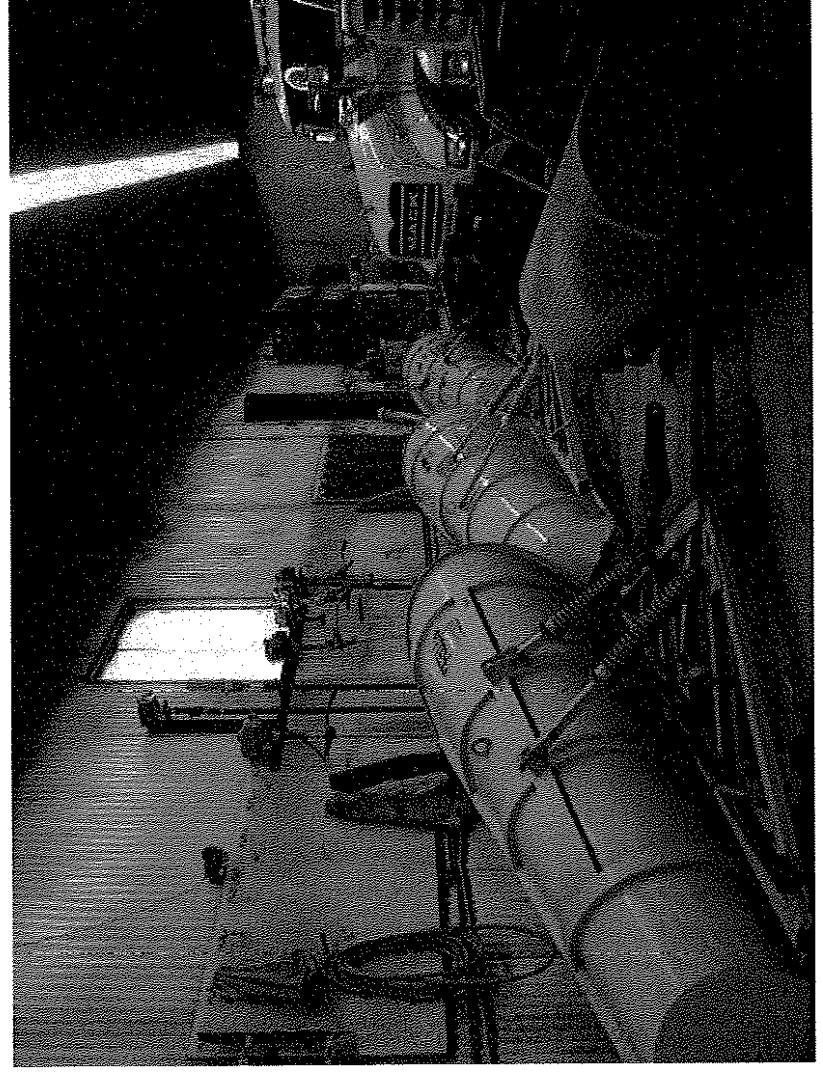
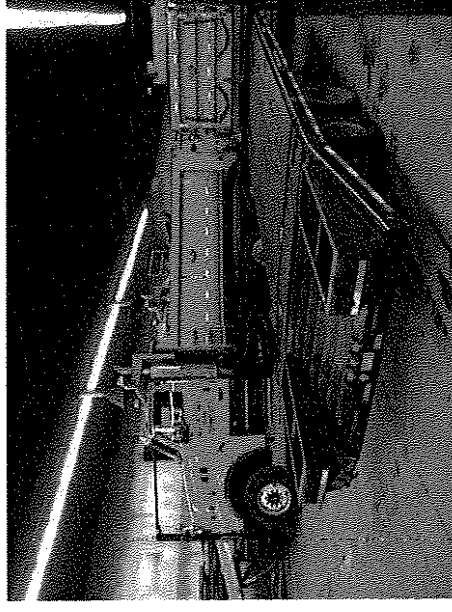
W-54

Milaca - Public Works

Building Deferred Maintenance / Space Needs

Vehicle Storage

- Parks 8 large vehicles [6 large vehicles stored outdoors]
- Very tight circulation space [No margin for error]
- Time consuming to shuffle vehicles or send out to roads
- Requires opening both doors for large periods of time [Heat loss]



Milaca - Public Works

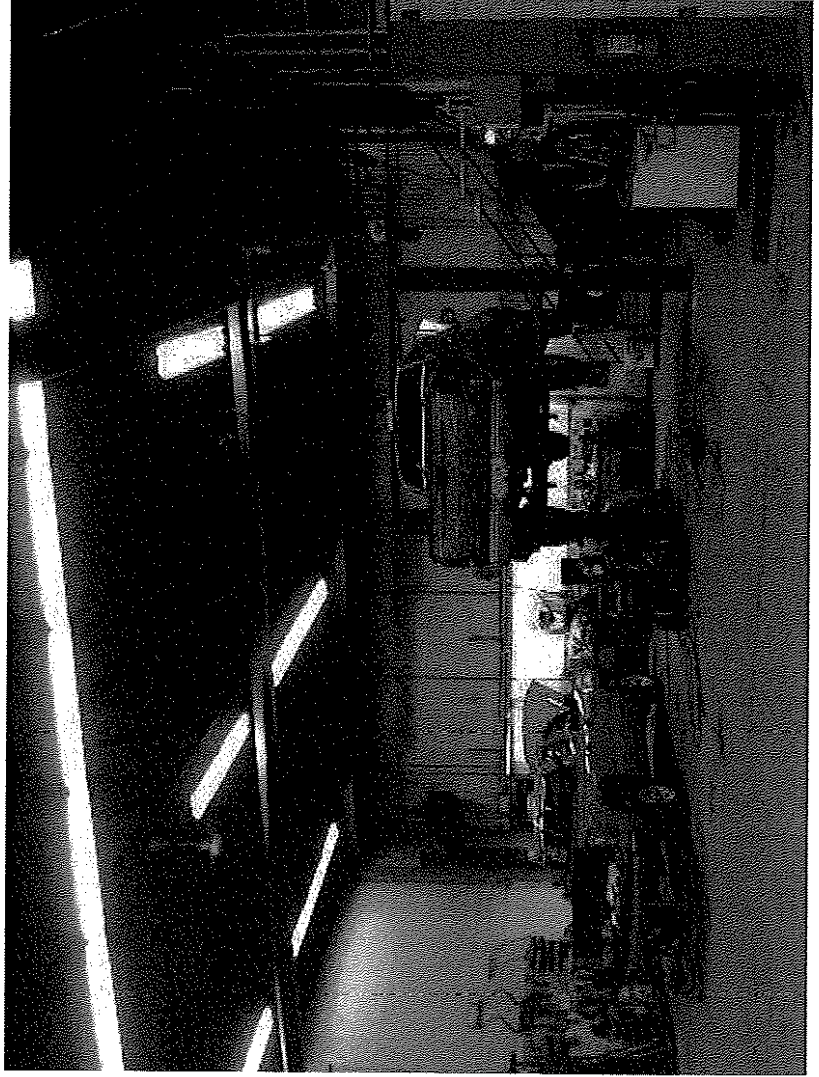
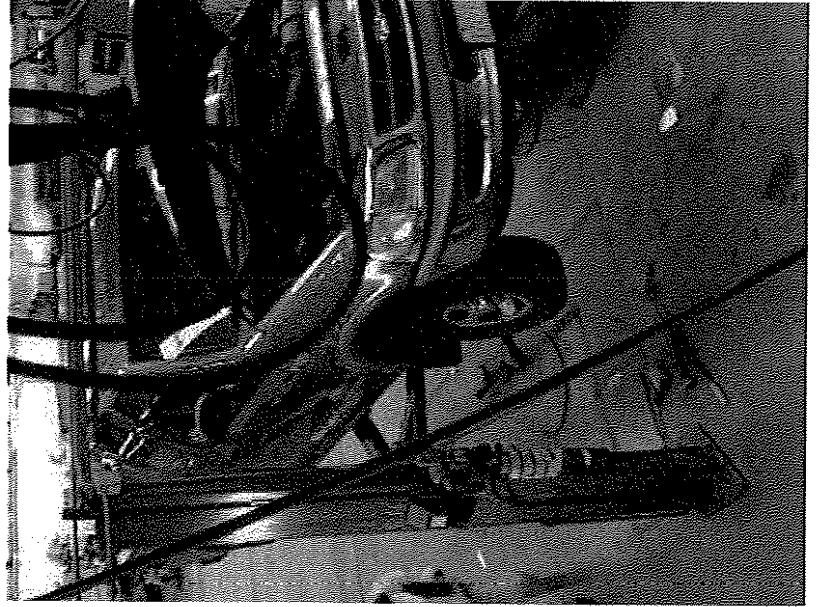
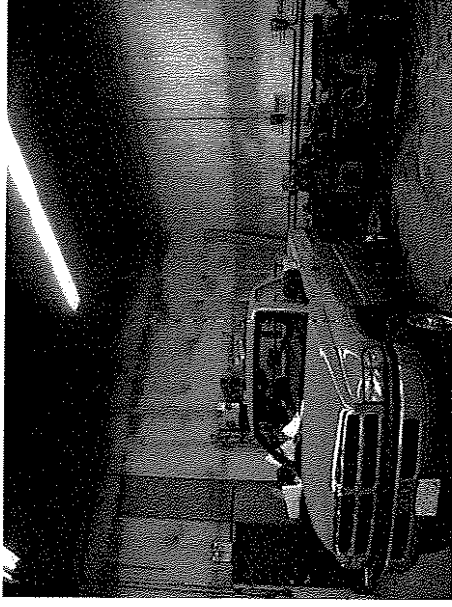
Building Deferred Maintenance / Space Needs

Vehicle Maintenance

- Poor ventilation
- 1 Service Lift [Short service space]
- Absence of curbing for oil spillage
- Absence of explosion proof electrical

Washing Vehicles

- Poor Drainage
- No Moisture Control [2 small exhaust fans]

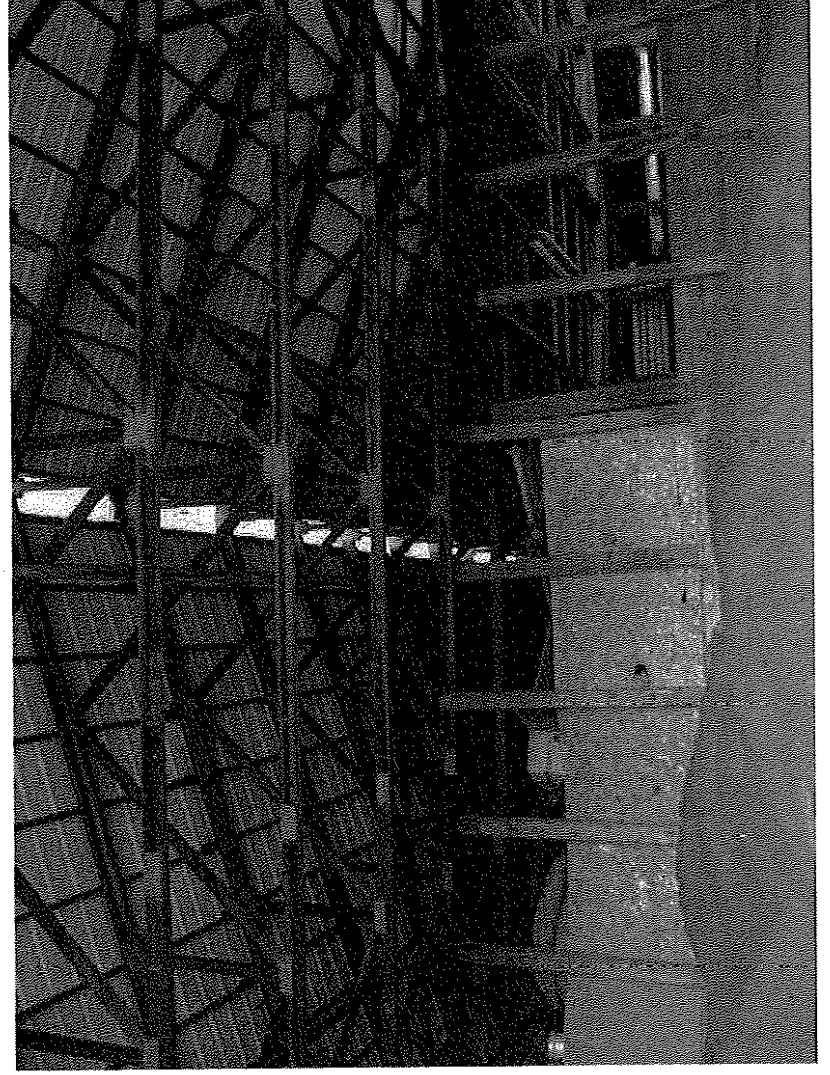


Milaca - Public Works

Building Deferred Maintenance / Space Needs

Salt Storage / Cold Storage

- Deteriorating Structure
- Lack of adequate storage
- Lack of space / salt / sand mix
- Absense of water retention

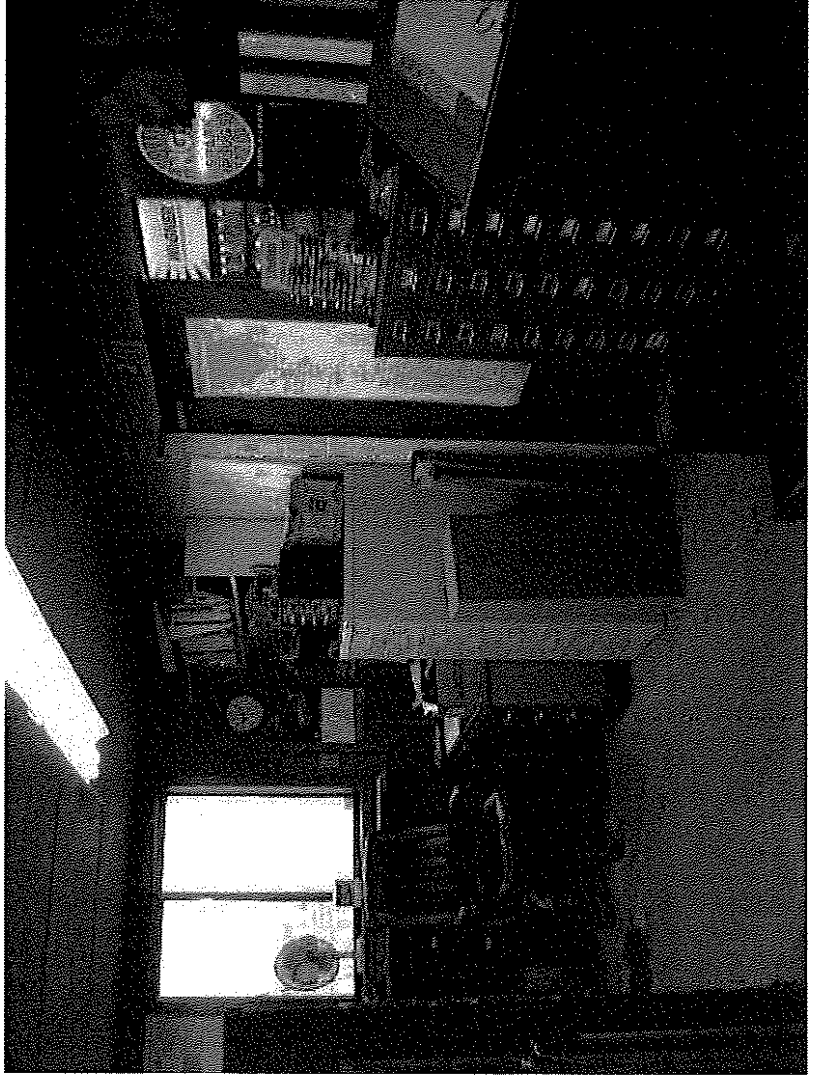


Milaca - Public Works

Building Deferred Maintenance / Space Needs

Office Space

- Mostly abandoned due to moisture & rodent issues
- Absence of accessible toilets
- Absence of Locker/Changing Area



W.S.4

Princeton - County Garage

Site Constraints

Residential neighborhood
No expansion
Access to Highway 169



Location: Adjacent to Residential
Built: 1948 [72 Years Old]



Access HWY 169 - North



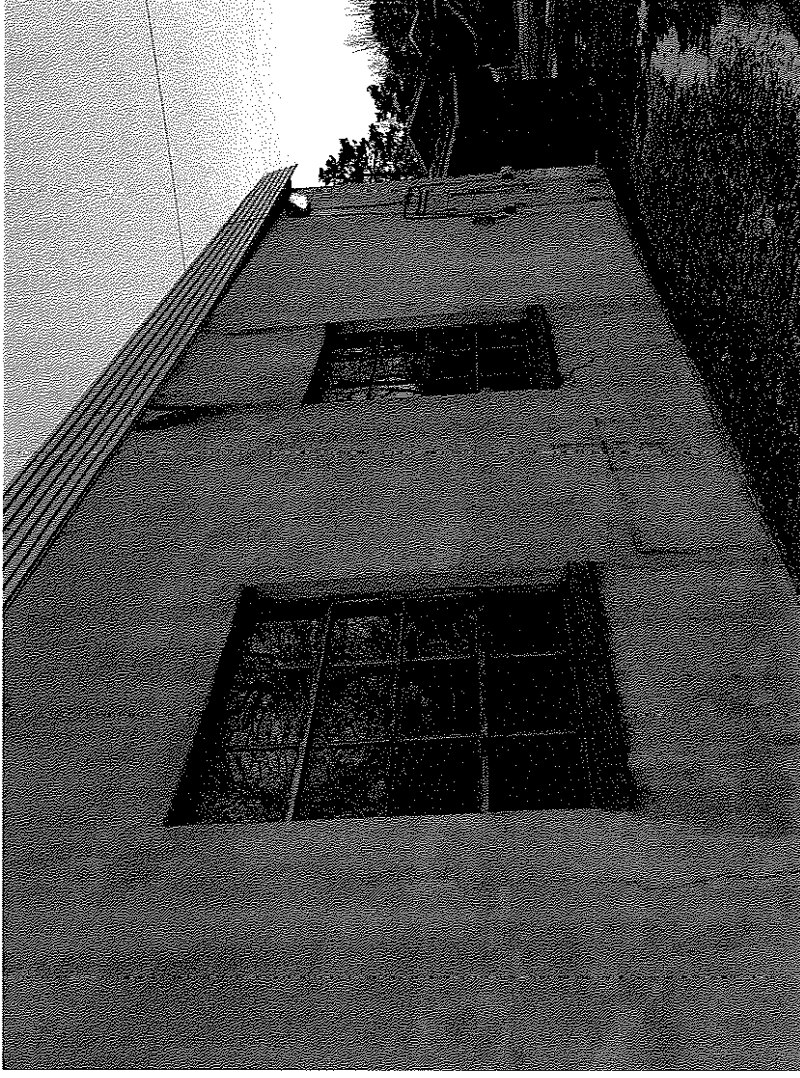
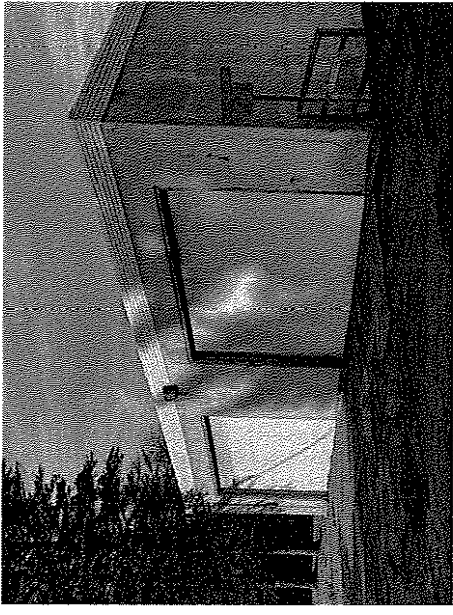
Access HWY 169 - South

Princeton - Public Works

Building Deferred Maintenance / Space Needs

Exterior Shell

- Moisture in walls / stucco cracking
- Rusted doors / jambs
- Windows single pane & in poor condition / duct tape
- Roof 20+ years old
- Patched up chimney
- Flashing / metal in poor condition



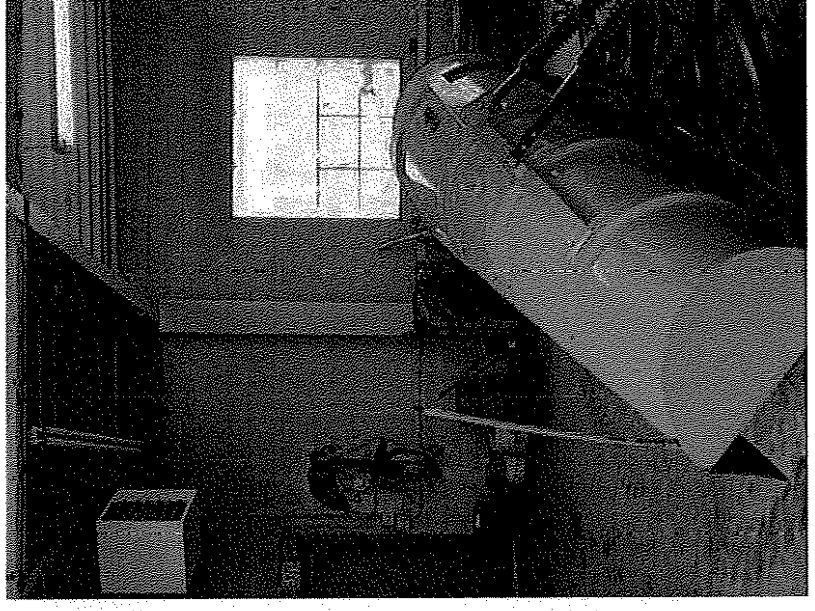
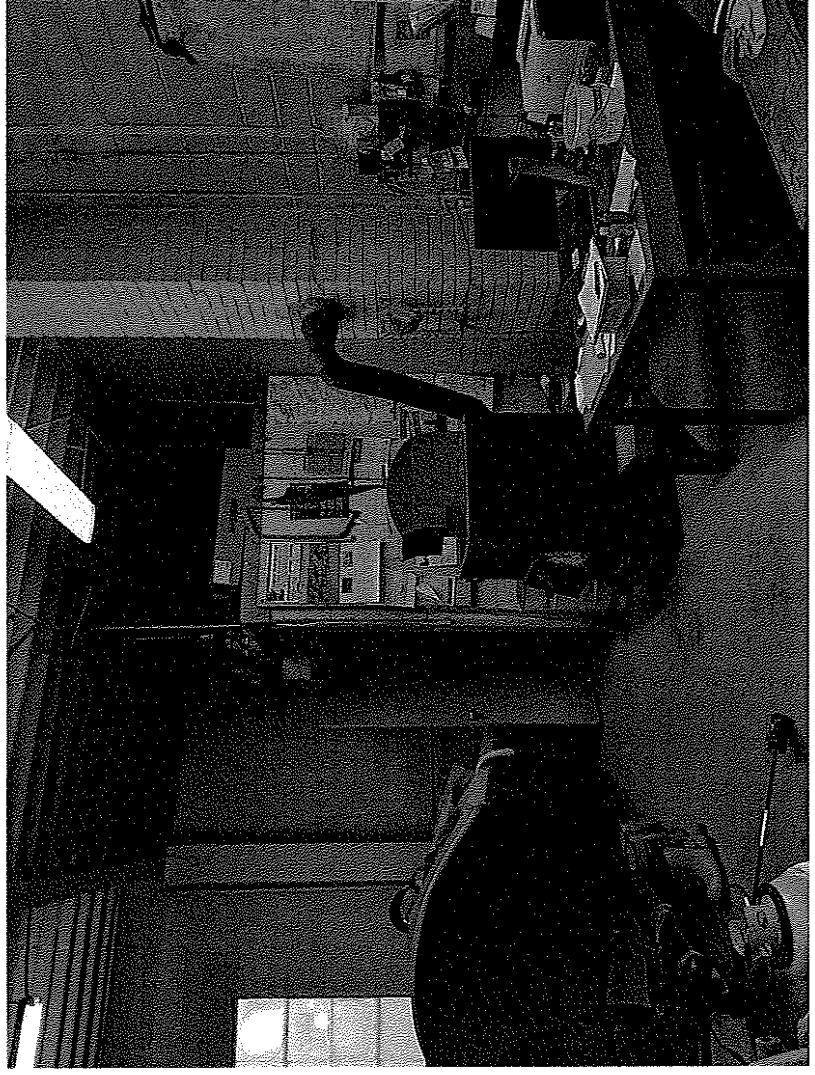
W.S.4

Princeton - Public Works

Building Deferred Maintenance / Space Needs

Heating / Ventilation System

- Primary heat - wood burning stove
- Secondary heat - small natural gas [Needs 200,000BTU]
- Absence CO or NO2 detection / no makeup air system
- No ventilation / make up air
- Absence CO or NO2 detection / no makeup air system



Princeton - Public Works

Building Deferred Maintenance / Space Needs

Vehicle Storage

- Parks 2 large vehicles
- Very tight [No margin for error]
- Absence of accessible toilets
- Absence of Locker/Changing Area

Salt Storage / Cold Storage

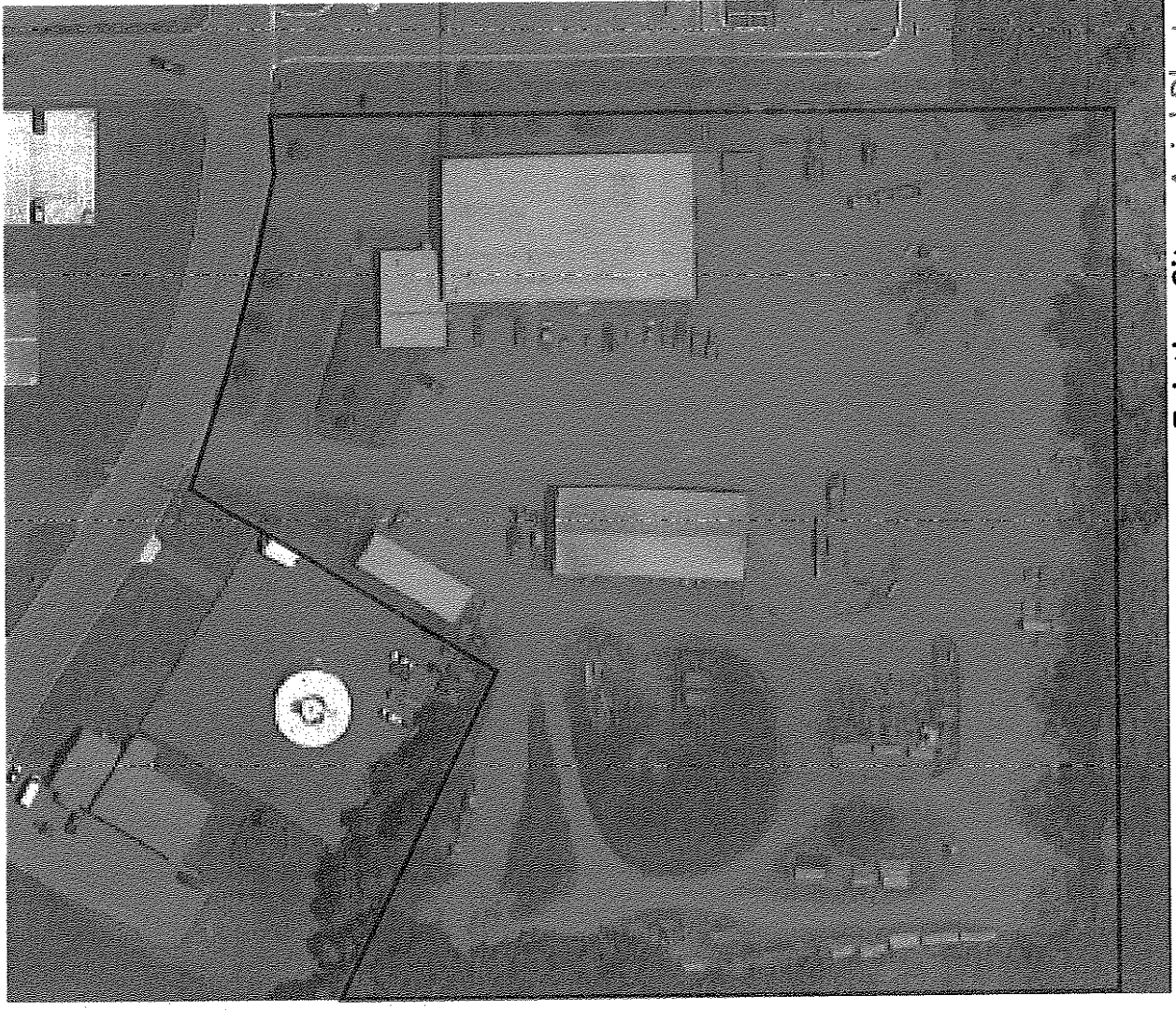
- No overhead protection
- Lack of space / salt / sand mix
- Absence of water retention



Milaca - Public Works

Site Constraints

Irregular Shape
Adjacent to Wetlands
Site/Equipment Security
Topography
Access to Highway 169

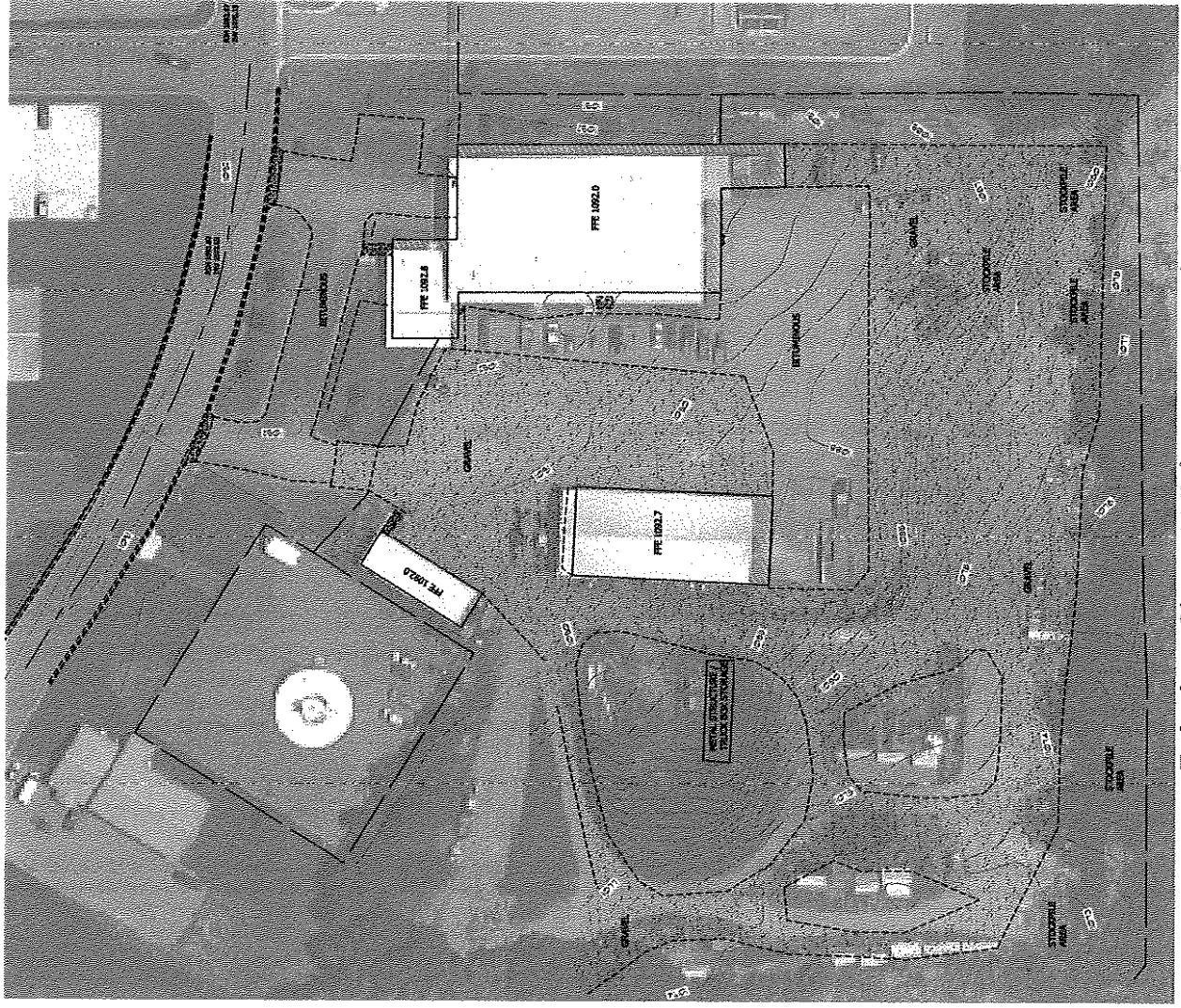


Existing Site - Aerial Photo

Milaca - Public Works

Site Constraints

Irregular Shape
Adjacent to Wetlands
Site/Equipment Security
Topography
Access to Highway 169



Existing Site - With Topographic Information

W.S.4

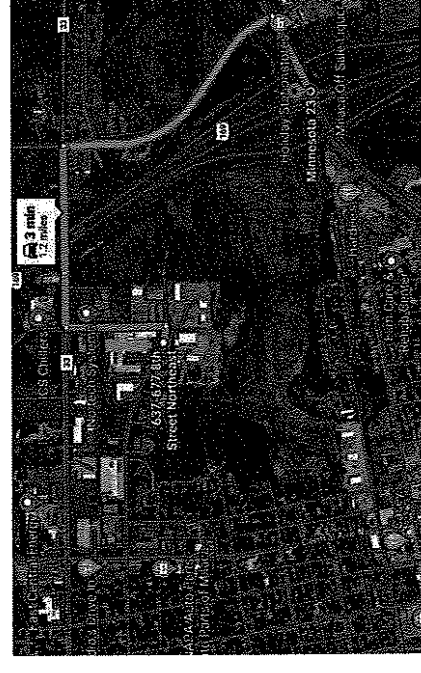
Milaca - Public Works

Site Constraints

- Irregular Shape
- Adjacent to Wetlands
- Site/Equipment Security
- Topography
- Access to Highway 169



Access HWY 169 - North



Access HWY 169 - South

Milaca - Public Works

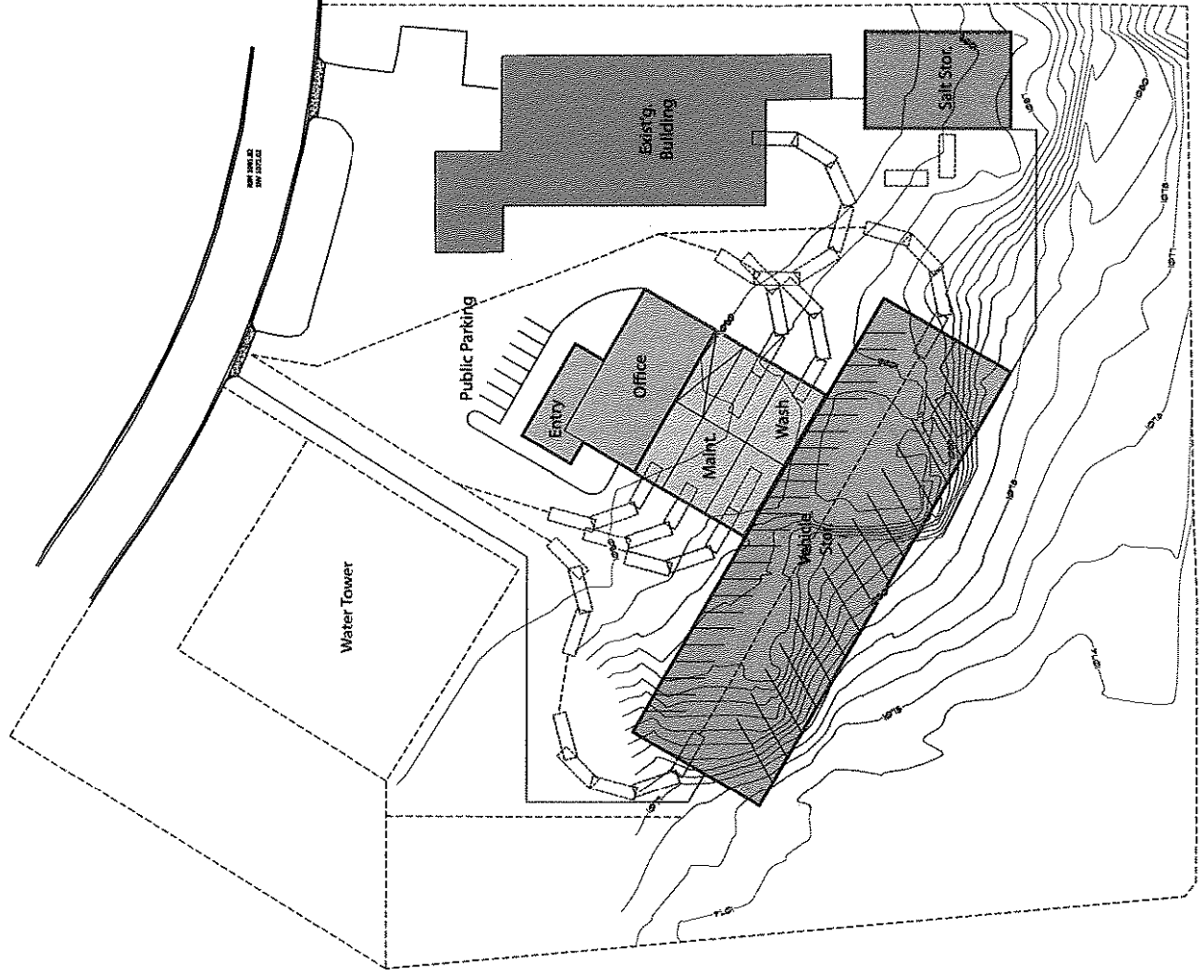
Fit Plans - Existing Site

Pro:

- Uses existing building during construction for phasing purposes.

Con:

- Requires a large amount of fill.
- Required to cross vehicle maintenance to access vehicle storage.
- Difficult to secure entire site.
- Building setback far from street.
- Excessive pavement required.



Fit Plan - Concept 1

Milaca - Public Works

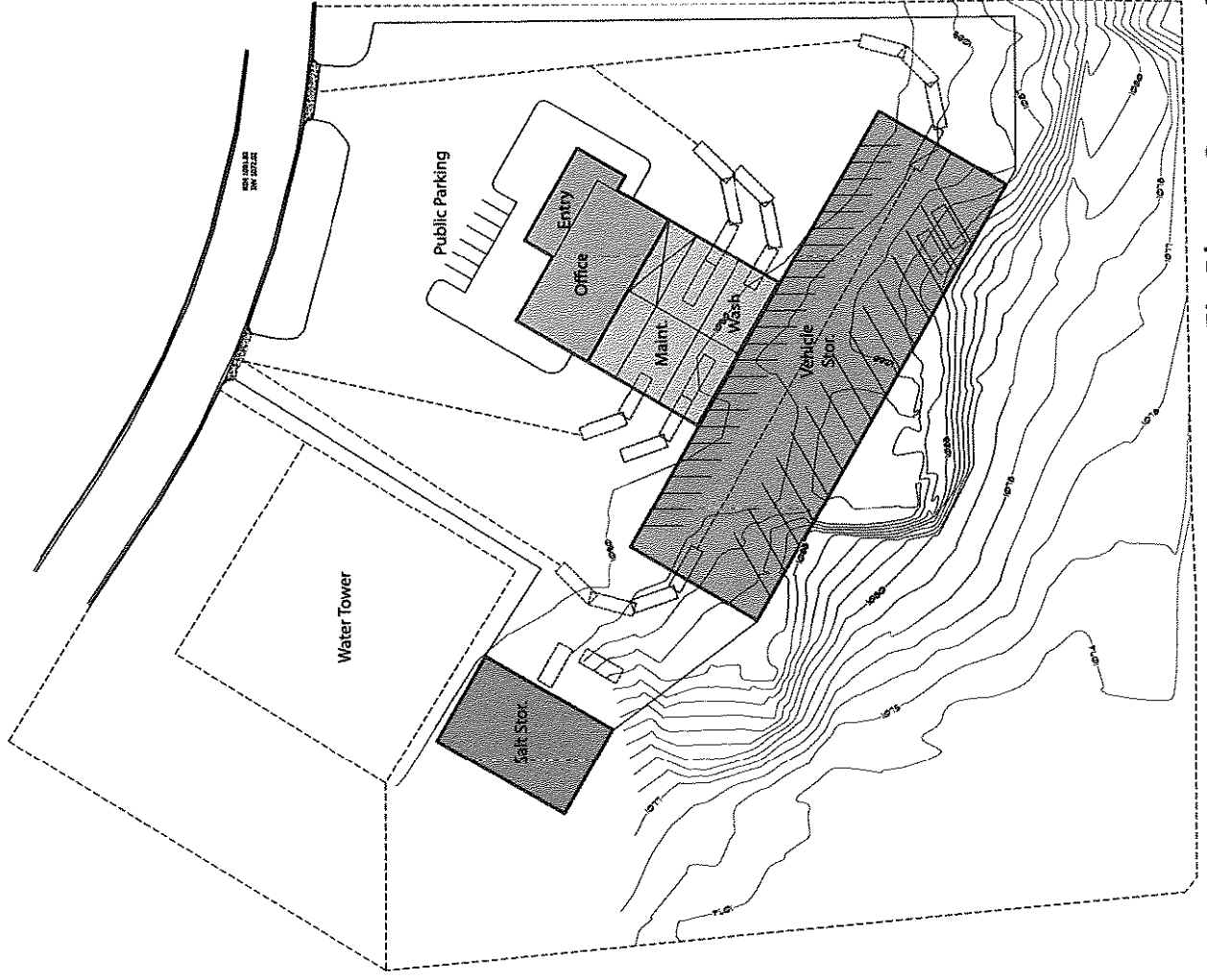
Fit Plans - Existing Site

Pro:

- Reduced amount of fill.

Con:

- Required to cross vehicle maintenance to access vehicle storage.
- Difficult to secure entire site.
- Building setback far from street.
- Excessive pavement required.
- Tight Turning Radiuses



Fit Plan - Concept 2

Milaca - Public Works

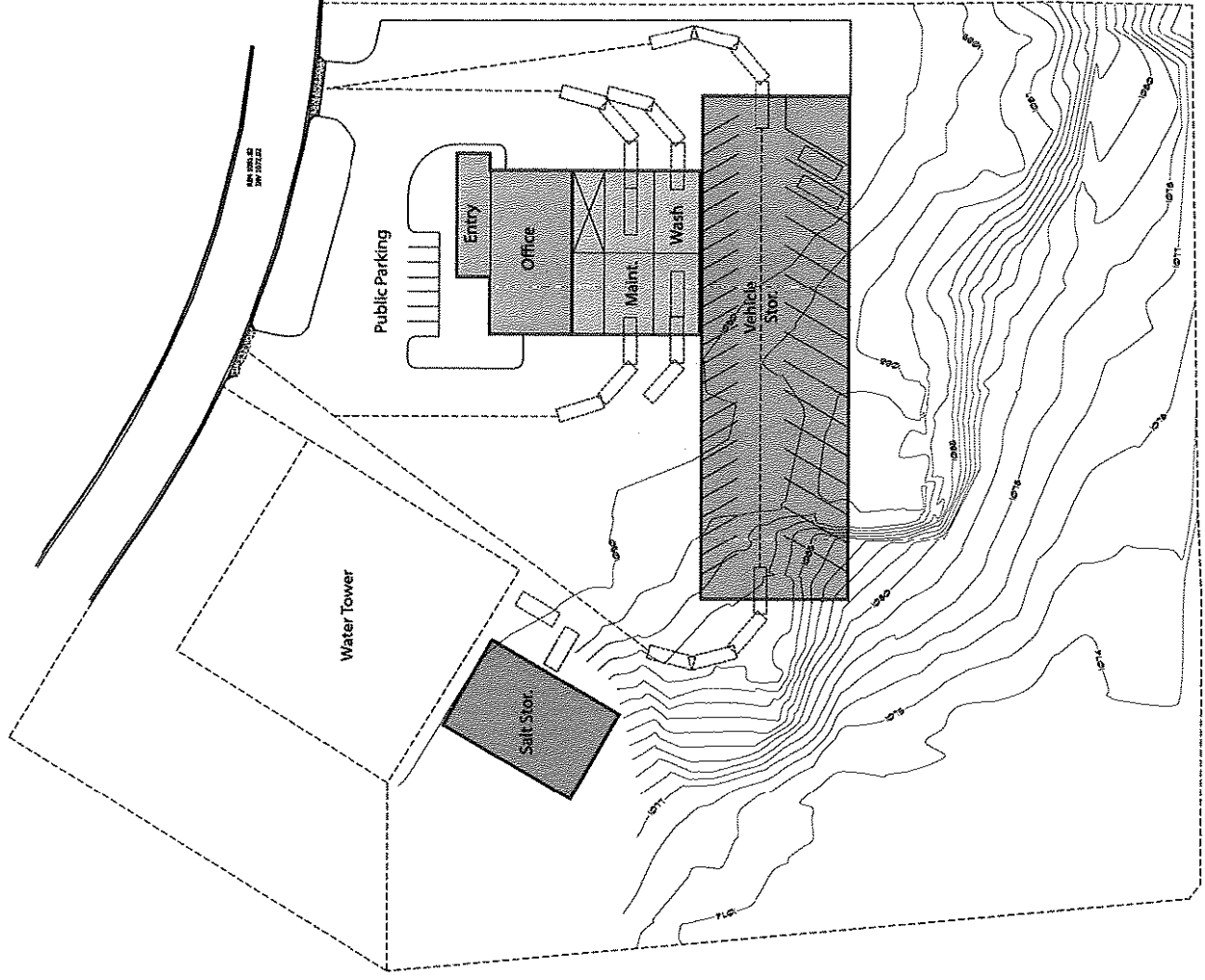
Fit Plans - Existing Site

Pro:

- Building is close to street.
- Reduced amount of fill.

Con:

- Required to cross vehicle maintenance to access vehicle storage.
- Difficult to secure entire site.
- Excessive pavement required.
- Tight Turning Radiuses



Fit Plan - Concept 3

W.S. 4

Milaca - Public Works

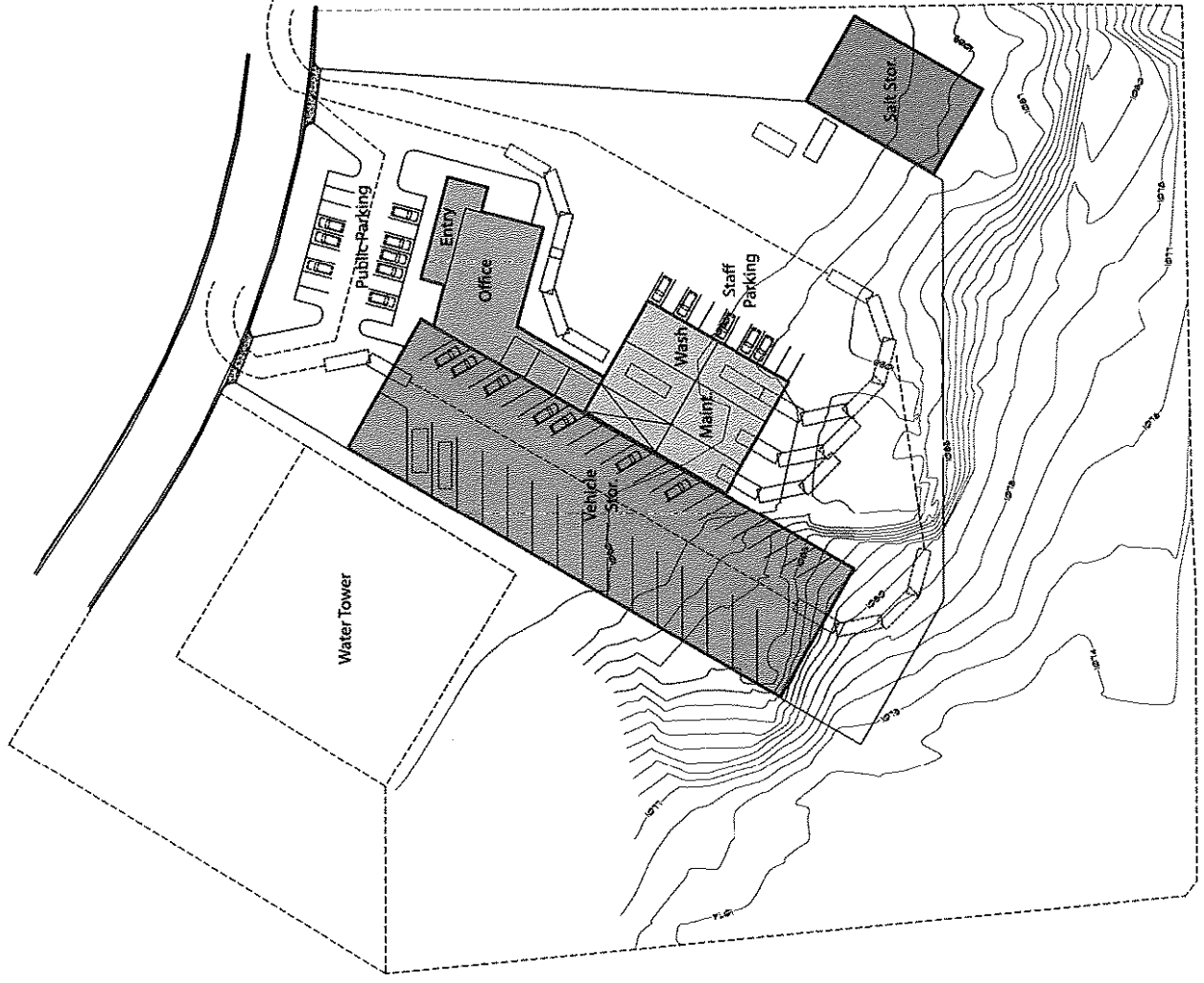
Fit Plans - Existing Site

Pro:

- Building is close to street.
- Ability to secure entire site.
- Ability to access Vehicle Storage or Maintenance from Office area.
- Good turning radiuses.
- Space to Salt Storage.

Con:

- Requires a large amount of fill.



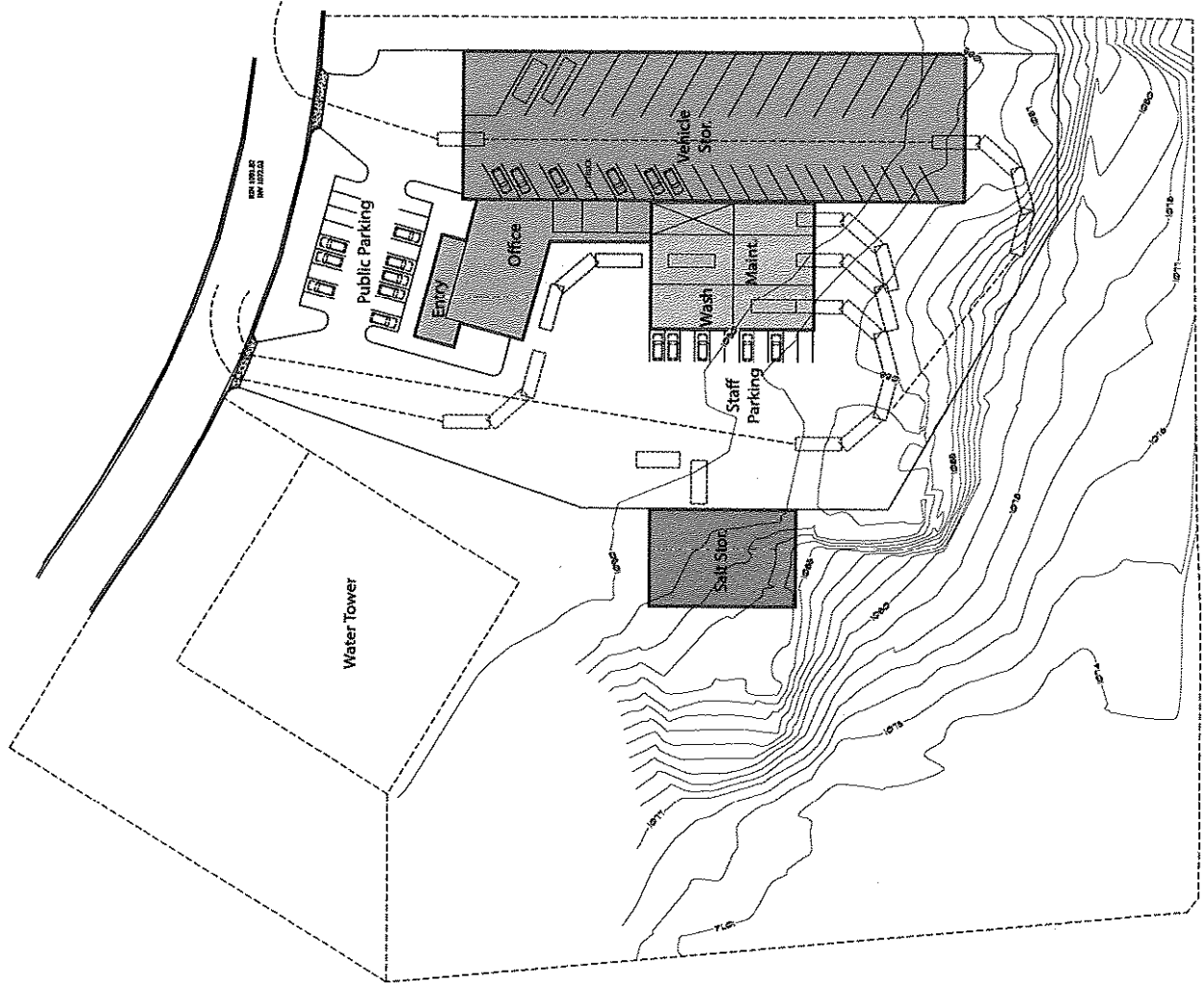
Fit Plan - Concept 4

Milaca - Public Works

Fit Plans - Existing Site

Pro:

- Building is close to street.
- Ability to secure entire site.
- Ability to access Vehicle Storage or Maintenance from Office area.
- Good turning radiuses.
- Space to Salt Storage.
- Minimal Fill.
- Access to southwest portion of site.



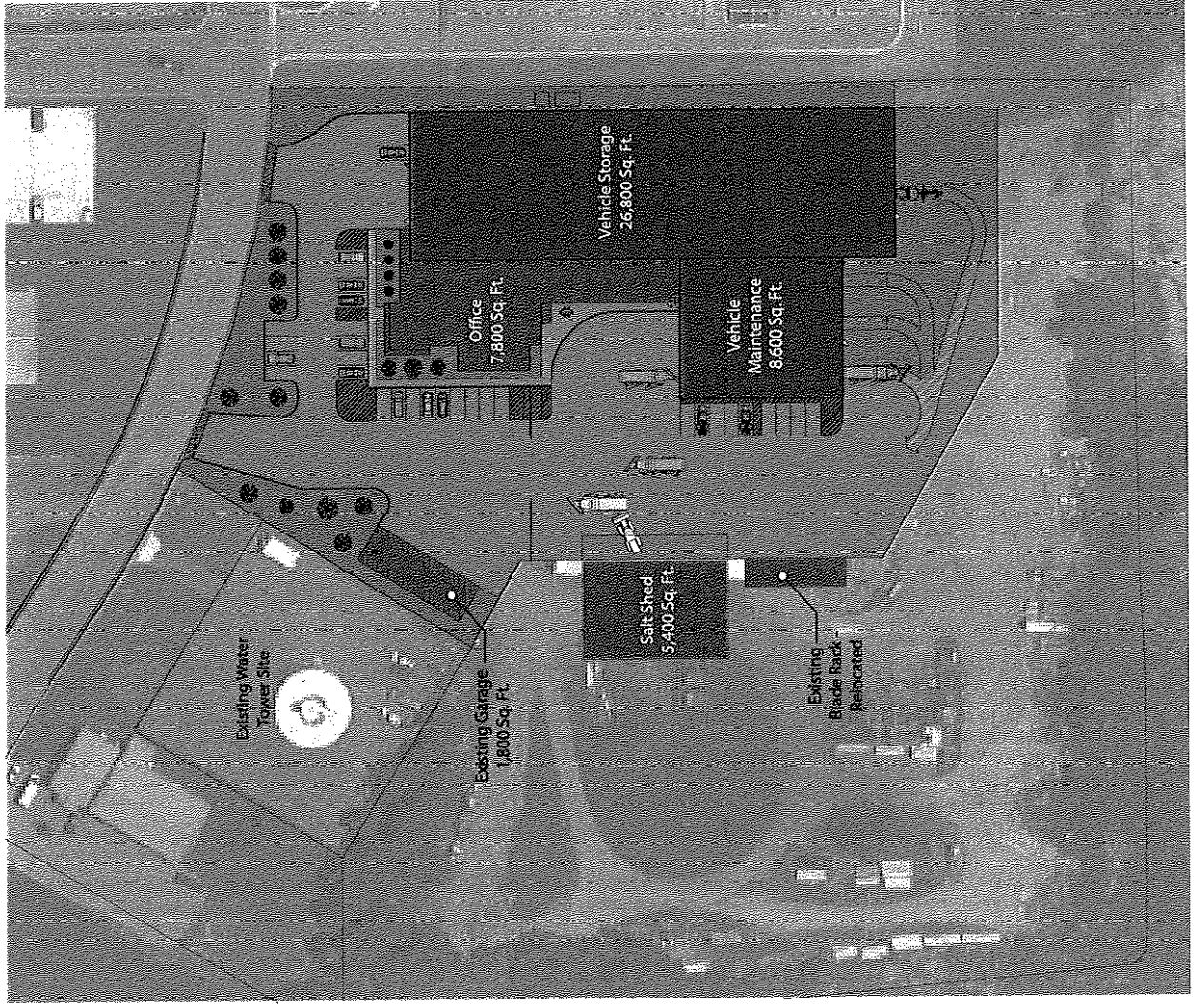
Fit Plan - Concept 5

W.S 4

Milaca - Public Works

Site Plan

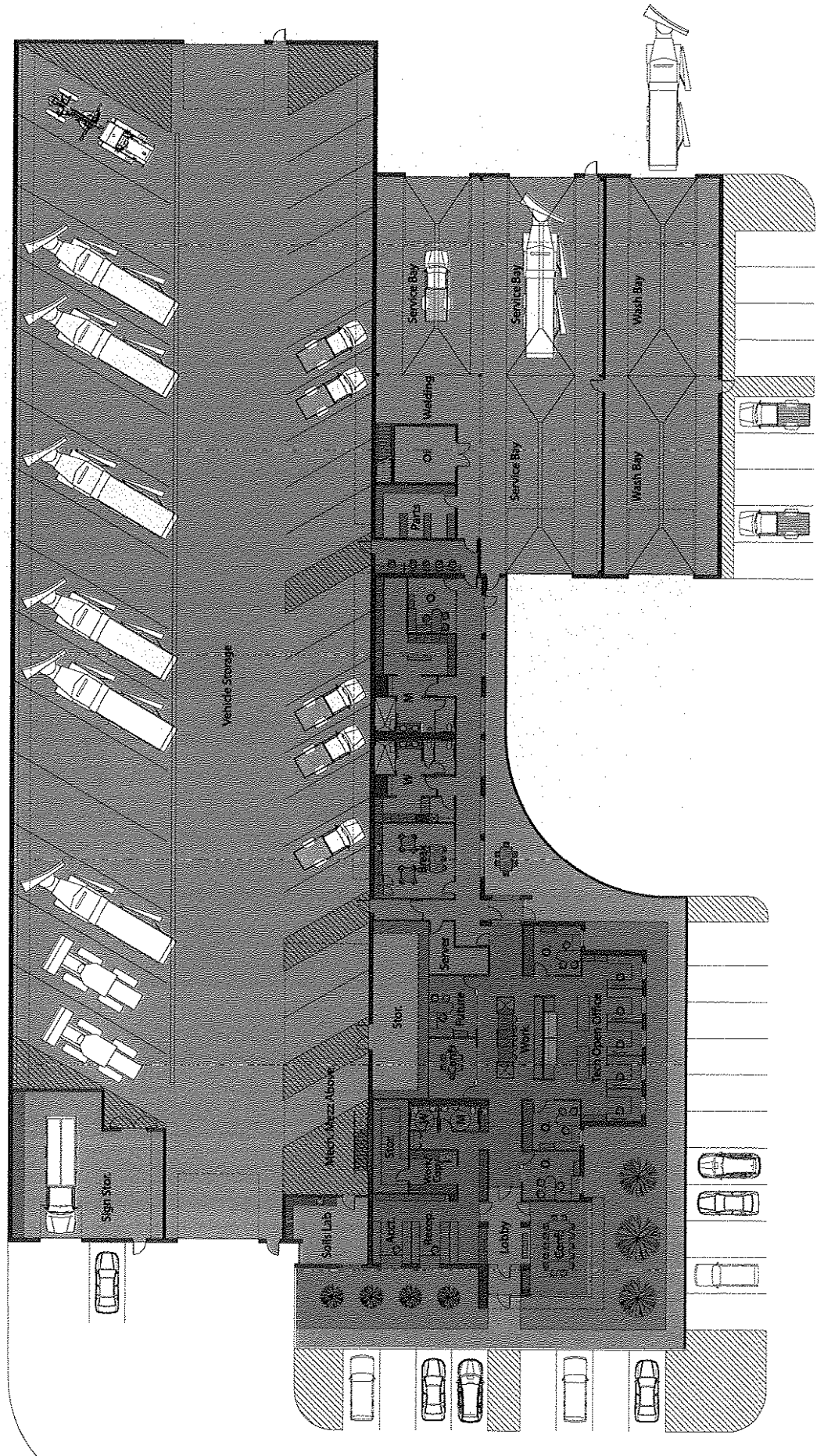
- Building tight to street w/ public parking.
- Ability to secure entire site.
- Ability to access Vehicle Storage or Maintenance from Office area.
- Good turning radiuses.
- Space to Salt Storage.
- Minimal Fill.
- Access to southwest portion of site.



Milaca - Public Works

Floor Plan

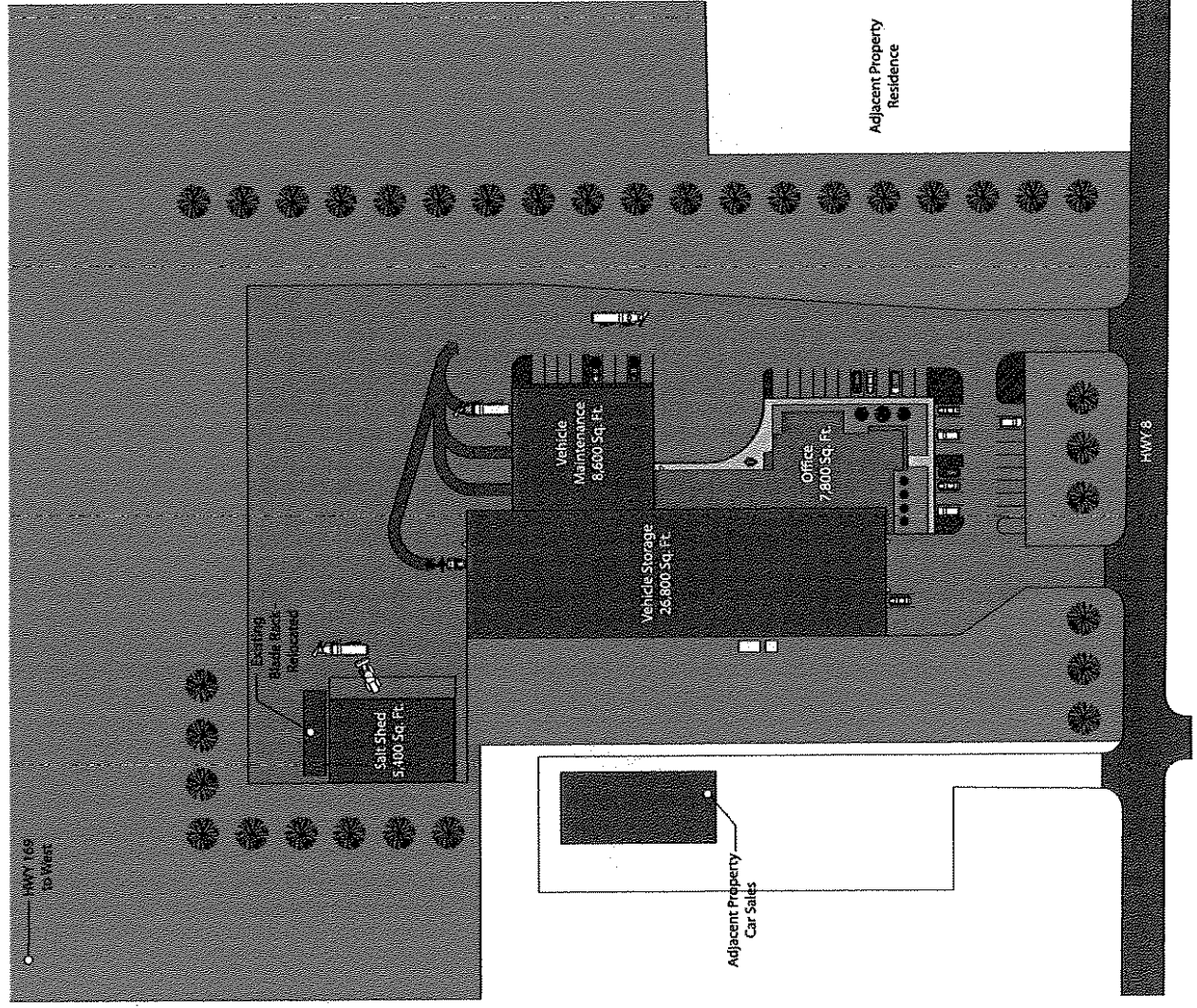
- Entry / Public Conference Room
- Office Space
- Locker Rooms
- Vehicle Storage - 14 Large Trucks
- 3 Service Bays
- 2 Wash Bays
- Accessible Spaces
- Seperate Mechanical Zones
- Positively Pressurized Office
- Moisture & air control
- Building Automation
- CO & NO2 Detection
- Infloor Heating



Pease - Public Works

Site Plan

- Public parking off highway.
- Ability to secure entire site.
- Ability to access Vehicle Storage or Maintenance from Office area.
- Good turning radiuses.
- Space to Salt Storage.
- Direct access to HWY 169.
- Large site / expansion space to north.



W.S.4

MILLE LACS COUNTY
PUBLIC WORKS BUILDING (Existing Site)
Concept Estimate
6-18-19



contegrittygroup
| Construction Management

DIVISIONS OF WORK	SD TOTALS	Cost/SF 43,263
Division 02 - Existing Conditions	193,165.65	4.47
Division 03 - Concrete	1,733,937.75	40.08
Division 04 - Masonry	61,660.00	1.43
Division 05 - Metals	651,230.53	15.05
Division 06 - Woods, Plastics and Composites	128,283.00	2.97
Division 07 - Thermal & Moisture Protection	800,239.79	18.50
Division 08 - Openings	235,608.00	5.45
Division 09 - Finishes	312,200.50	7.22
Division 10 - Specialties	40,885.00	0.94
Division 11 - Equipment	125,000.00	2.89
Division 12 - Furnishings	0.00	0.00
Division 13 - Special Construction	0.00	0.00
Division 14 - Conveying Equipment	0.00	0.00
Division 21 - Fire Suppression	116,810.10	2.70
Division 22 - Mech/Plumbing	587,835.00	13.59
Division 23 - Heating, Ventilating & Air Conditioning	683,736.00	15.80
Division 24 - Test and Balancing	21,631.50	0.50
Division 25 - Temperature Controls	194,683.50	4.50
Division 26 - Electrical	887,069.00	20.50
Division 27 - Communication	129,789.00	3.00
Division 28 - Electronic Safety and Security	40,000.00	0.92
Division 31 - Earthwork	274,549.00	6.35
Division 32 - Exterior Improvements	309,661.09	7.16
Division 33 - Utilities	61,282.45	1.42
Sub Total Construction	7,586,986.86	175.42
General Requirements	531,229.08	
Design & Bid Contingency - 3%	227,669.61	
Construction Contingency - 3%	227,669.61	
Salt Storage Building Hoop Design	350,000.00	
Sub Total	8,923,555.15	206.31
SAC/WAC Fee	TBD	
Building Permit	45,000.00	
Construction Management Fee	214,213.32	
Architect/Engineering Fee	780,705.32	
CONSTRUCTION COST TOTAL	9,963,473.89	230.35
OWNER ITEMS		
Hazardous Material Removal (asbestos)	TBD	
PFE (Furniture, Fixture, & Equipment)	TBD	
BASE PROJECT TOTAL	9,963,473.89	230.35
* ESTIMATE DOES NOT INCLUDE ANY LEED CERTIFICATIONS.		
* BASE PROJECT TOTAL DOES NOT INCLUDE COSTS FOR INCIDENTALS TO ONGOING GOVERNMENT OPERATIONS THAT NEED TO BE ACCOUNTED FOR DURING PHASING AND DISRUPTION OF PROJECT.		
* ESTIMATE DOES NOT INCLUDE MINNESOTA STATE PREVAILING WAGES.		
* ESTIMATE IS BASED OFF OF THE COMPETITIVE BID MARKET.		

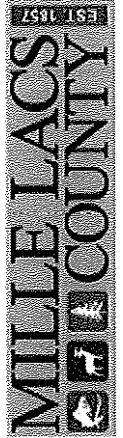
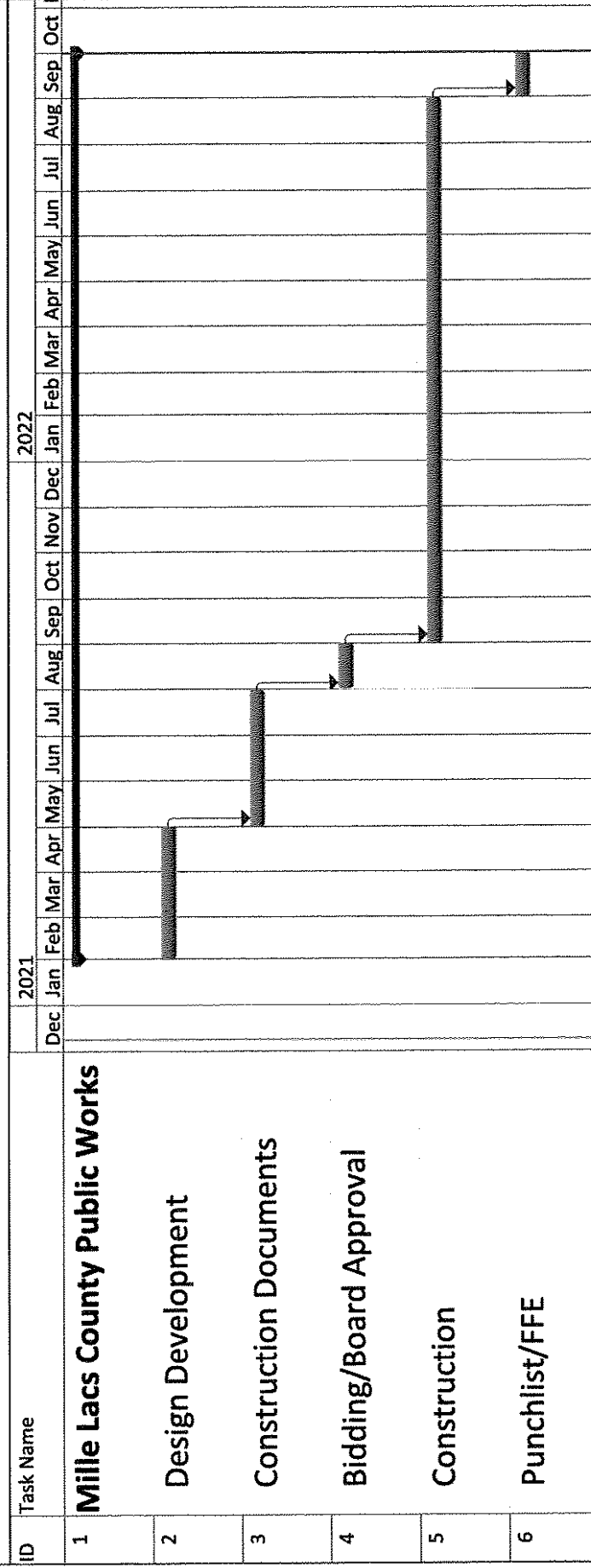
MILLE LACS COUNTY
PUBLIC WORKS BUILDING (New Site)
Concept Estimate
7-2-19



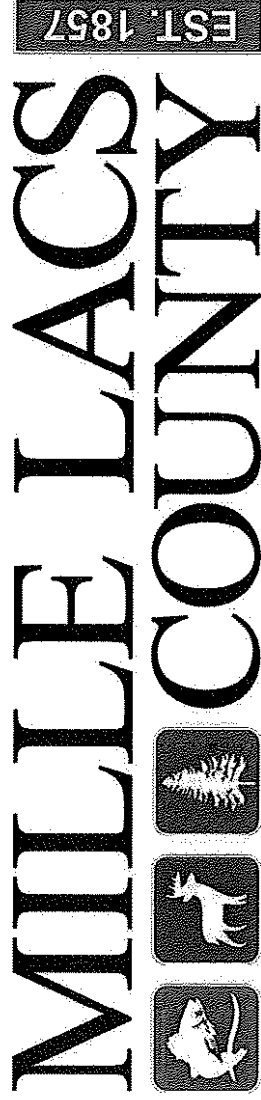
contegrittygroup
| Construction Management

DIVISIONS OF WORK	SD TOTALS	Cost/SF 43,263
Division 02 - Existing Conditions	0.00	0.00
Division 03 - Concrete	1,733,937.75	40.08
Division 04 - Masonry	61,660.00	1.43
Division 05 - Metals	651,230.53	15.05
Division 06 - Woods, Plastics and Composites	128,283.00	2.97
Division 07 - Thermal & Moisture Protection	800,239.79	18.50
Division 08 - Openings	235,608.00	5.45
Division 09 - Finishes	312,200.50	7.22
Division 10 - Specialties	40,885.00	0.94
Division 11 - Equipment	125,000.00	2.89
Division 12 - Furnishings	0.00	0.00
Division 13 - Special Construction	0.00	0.00
Division 14 - Conveying Equipment	0.00	0.00
Division 21 - Fire Suppression	161,810.10	3.74
Division 22 - Mech/Plumbing	587,835.00	13.59
Division 23 - Heating, Ventilating & Air Conditioning	683,736.00	15.80
Division 24 - Test and Balancing	21,631.50	0.50
Division 25 - Temperature Controls	194,683.50	4.50
Division 26 - Electrical	887,069.00	20.50
Division 27 - Communication	129,789.00	3.00
Division 28 - Electronic Safety and Security	40,000.00	0.92
Division 31 - Earthwork	459,663.00	10.62
Division 32 - Exterior Improvements	455,365.24	10.53
Division 33 - Utilities	260,350.45	6.02
Sub Total Construction	7,970,677.36	184.24
General Requirements	557,947.42	
Design & Bid Contingency - 3%	239,120.32	
Construction Contingency - 3%	239,120.32	
Salt Storage Building Hoop Design	350,000.00	
Sub Total	9,356,865.42	216.28
SAC/WAC Fee	TBD	
Building Permit	45,000.00	
Construction Management Fee	224,584.77	
Architect/Engineering Fee	818,246.57	
CONSTRUCTION COST TOTAL	10,444,676.75	241.42
OWNER ITEMS		
Land Costs	TBD	
Electric Utility To Site	TBD	
PFE (Furniture, Fixture, & Equipment)	TBD	
BASE PROJECT TOTAL	10,444,676.75	241.42
* ESTIMATE DOES NOT INCLUDE ANY LEED CERTIFICATIONS.		
* BASE PROJECT TOTAL DOES NOT INCLUDE COSTS FOR INCIDENTALS TO ONGOING GOVERNMENT OPERATIONS THAT NEED TO BE ACCOUNTED FOR DURING PHASING AND DISRUPTION OF PROJECT.		
* ESTIMATE DOES NOT INCLUDE MINNESOTA STATE PREVAILING WAGES.		
* ESTIMATE IS BASED OFF OF THE COMPETITIVE BID MARKET.		

MILLE LACS COUNTY PUBLIC WORKS - CONCEPT SCHEDULE 12-15-2020



Construction Management



W-S 4

WLS. 6



Minnesota Department of Natural Resources
1200 Warner Road
St. Paul, MN 55106

December 8, 2020

Pat Oman
Mille Lacs County Administrator
635 2nd Street SE
Milaca, MN 56353

Dear Mr. Oman:

I am writing to introduce myself as the new Regional Director for the Minnesota Department of Natural Resources Central Region, which includes Mille Lacs County. I am committed to continuing a collaborative relationship between DNR and the County that builds upon our common interests, and am available as a resource and connection point for you and the County.

I know Mille Lacs County and its people greatly value the role natural resources play in health and welfare, economic prosperity, and overall quality of life. DNR's mission is to work with Minnesotans to conserve and manage those natural resources, to provide outdoor recreation opportunities, and to support commercial uses of natural resources in ways that create a sustainable quality of life. DNR believes the best way to address natural resource opportunities and challenges is to work in partnership with our stakeholders, including elected county officials and staff.

To that end, I would like to work with you to arrange a phone or video meeting to introduce myself and other DNR Central Region staff, and hear from you, and possibly other appropriate County staff, about common interest areas and issues of concern. We had originally hoped to conduct such meetings in person, but concerns around the COVID-19 pandemic have necessitated stepping back from that approach for the time being.

Please look forward to further contact from our staff, who will reach out to find a meeting time. In the meantime, I am enclosing a fact sheet with an overview of DNR's work in Mille Lacs County, as well as a list of key DNR contacts for the area. Please feel free to reach out to any of them if they can be of service, or contact me directly anytime.

Sincerely,

A handwritten signature in black ink, appearing to read 'Grant L. Wilson'.

Grant L. Wilson
Regional Director
Minnesota Department of Natural Resources

Minnesota Department of Natural Resources
1200 Warner Road
St. Paul, MN 55106

Payment in Lieu of Taxes (PILT)

- Under state law, Payments in Lieu of Taxes (PILT) are made to local governments for state-owned natural resources land located within a county.
- These PILT payments help counties pay for local services like law enforcement, fire safety, and schools, just as property taxes do.
- The state of Minnesota distributes PILT payments from its main operating general fund. Counties receive PILT payments based on requirements in Minnesota statute. Counties distribute PILT payments to Townships and school districts.
- The DNR calculates PILT amounts to each local government and the Department of Revenue is responsible for distributing PILT payments to counties for disbursing funds to the townships and school districts that receive them.
- In Fiscal Year 2018, the state paid nearly \$36 million in PILT to counties, townships and some school districts related to about 8.5 million acres of state owned land.

State lands PILT eligibility and payment determination

Under current law, PILT payments are reserved for natural resources lands. County population, revenue-sharing payments, and the amount of state-owned land within its boundaries help determine PILT payments. The highest rate (1.5% of the lands appraised value) is paid for Lake Vermilion-Soudan Underground Mine State Park. County's pay rates are set forth in statute. They are based on the following land classification.

Land classification	Land description	PILT payment rate
DNR-administered lands	All lands held by the state in fee title, and administered by the commissioner of natural resources, that were not on tax rolls when acquired.	\$2.00 per acre
County-administered, tax forfeit lands	Tax-forfeited lands, other than platted lots within a city, administered by counties.	\$2.00 per acre
Land Utilization Project (LUP) lands	Lands owned by the United States, leased by the state, and managed by the DNR for wildlife, forestry, and other conservation purposes.	\$5.133 per acre
Camp Ripley Game Refuge	Land administered by the Department of Military Affairs where hunting or trapping of some or all wild animals is prohibited.	\$2.5665 per acre
Wildlife management lands	Lands acquired from a private landowner for wildlife management purposes, and designated as a Wildlife Management Area (WMA).	Greater of \$5.133 per acre or 0.75% of the appraised value of all wildlife management land within the county.

Land classification	Land description	PILT payment rate
Acquired natural resources land	Land, besides wildlife management land, privately owned at the time of acquisition and consolidated conservation lands designated as state parks, state recreation areas, scientific and natural areas or wildlife management areas.	Greater of \$5.133 per acre or 0.75% of the appraised value of all acquired natural resources land within the county.
Transportation wetland acres	Land acquired by the state from private owners, and administered by the Department of Transportation, for the purpose of replacing wetland losses caused by transportation projects	Greater of \$5.133 per acre or three-fourths of one-percent of the appraised value of all transportation wetland within the county.
Vermilion/Sudan State Parks	These parks have their own PILT statute.	These parks have a special PILT rate of 1.5% of the appraised value of the land within the parks.

PILT distribution

There are three general PILT distribution systems:

- PILT payments for wildlife management lands and military game refuge lands are distributed among counties, townships, and school districts as if they were property taxes on the land
- PILT payments for Lake Vermilion- Soudan Underground State Park are distributed 1/3 each to the county, township and school district
- All other PILT payments are distributed among counties and townships per a formula set forth in Minnesota Statute 477A.14

How does PILT compare with property tax revenue?

Example: The DNR proposes to purchase 110 acres to use as a Wildlife Management Area

This is just one example of PILT payments. PILT payments can be higher or lower depending on the county assessed value, and the DNR's appraised value.

- The acquisition consists of 110 acres (70 acres in Stearns County and 40 acres in Kandiyohi County)
- The anticipated purchase price is \$285,670. The price paid per acre is \$2,597 (\$285,670/110)
- PILT is calculated for Stearns and Kandiyohi counties by multiplying .0075 times the value

Stearns County PILT:

70 acres proposed for purchase x \$2,597 per acre = \$180,665 for the value of Stearns County lands acquired

Estimated annual PILT Payment = \$180,665 x .0075 (PILT rate) = \$1,355

2015 Property Tax Payment = \$645

Stearns County is estimated to receive \$710 more from PILT than from property taxes.

Contact

Katherine Giel, DNR Division of Lands and Minerals 651-259-5377, katherine.giel@state.mn.us

Mille Lacs County Natural Resources

Natural resources play an important role in the identity and economy of Mille Lacs County. Its very name acknowledges that, derived from a French phrase meaning "region of the thousand lakes," Mille Lacs Lake is a popular tourist attraction, drawing anglers from around the midwest for its quality walleye and bass fishing. The lake also is the headwaters of the Rum River, a popular

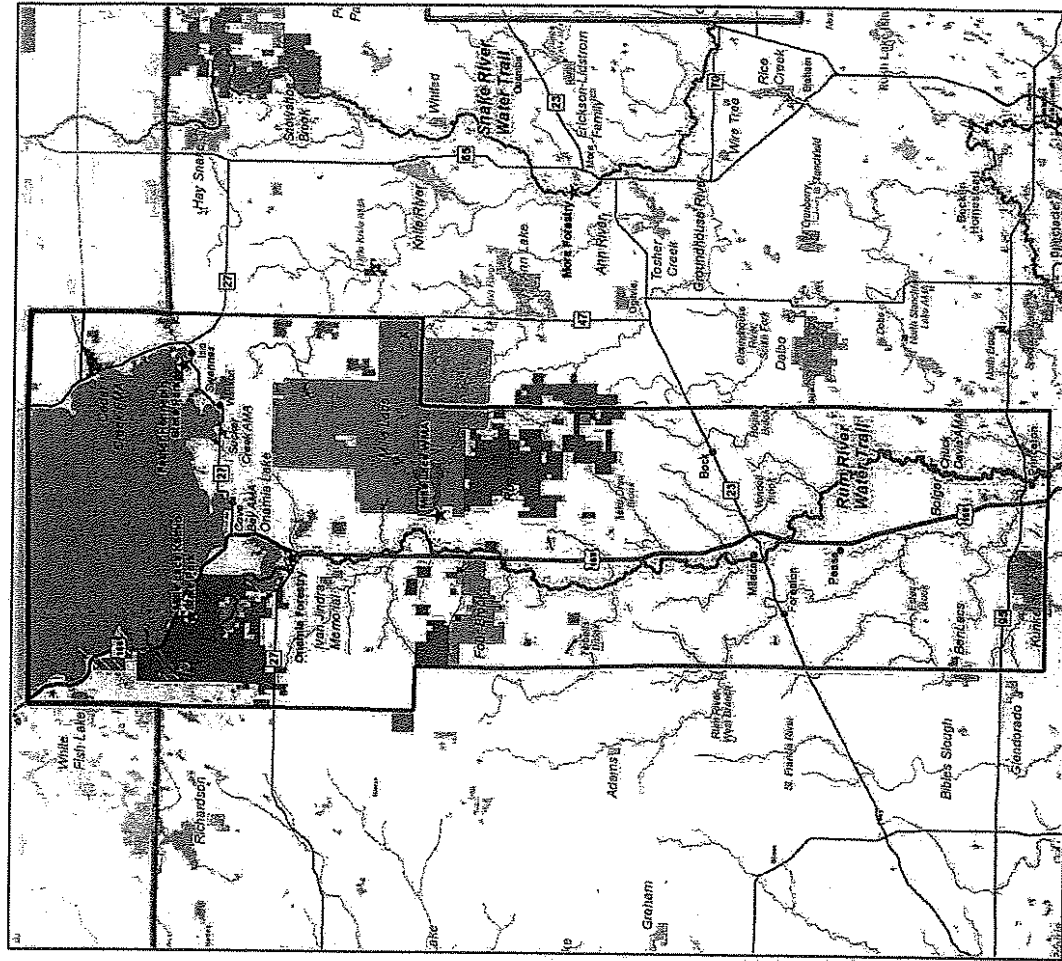


Mille Lacs County total land area: 435,722 acres
 DNR-managed lands: 68,556 acres
 DNR lands as a percentage of county: 15.7 %
 Payment-in-lieu of taxes (PILT): \$ 302,144 (2020)

- Wildlife Management Areas (WMAs): 9
- WMA acreage: 37,559 acres
- Largest WMA: Mille Lacs WMA, 31,114 acres
- State Parks: 2
- Mille Lacs Kathio, Father Hennepin state parks
- State Park acreage: 10,126 acres
- State Water Trails: 1, Rum River
- State Water Trail mileage: 69.8 miles
- Public Water Accesses: 13
- Public fishing sites managed by DNR: 2
- Aquatic Management Areas (AMAs): 7
- AMA acreage: 250.5 acres
- State Forests: 1, Rum River State Forest
- State Forest acreage: 16,755 acres

DNR Area Contacts

Area Hydrologist: Mark Anderson, 320-232-1078, Mark.Anderson@state.mn.us
 Area Wildlife Manager: Tim Marion, 763-284-7231, Tim.Marion@state.mn.us
 Area Fisheries Supervisor: Eric Altana, 320-232-1069, Eric.Altana@state.mn.us
 Parks & Trails Area Supervisor: Tim Edgeton, 320-223-7861, Tim.Edgeton@state.mn.us
 Conservation Officer: Nathan Benkofske, 651-408-4386, Nathan.Benkofske@state.mn.us
 Forestry District Supervisor: John Korzenowski, 320-232-1077, John.Korzenowski@state.mn.us



MILLE LACS COUNTY OVERVIEW

0 2.5 5 10 Miles

DNR Land Management Units

- Wildlife and Fish Management Area
- Wildlife Management Area
- State Park
- State Forest
- Other Forest Land

★ DNR Waters

- State Water Trail
- Public Water Watercourse
- Designated Trout Stream
- Native American Reservations
- 222 Mille Lacs

DEPARTMENT OF NATURAL RESOURCES

MINNESOTA

W.S.6

mn DEPARTMENT OF NATURAL RESOURCES

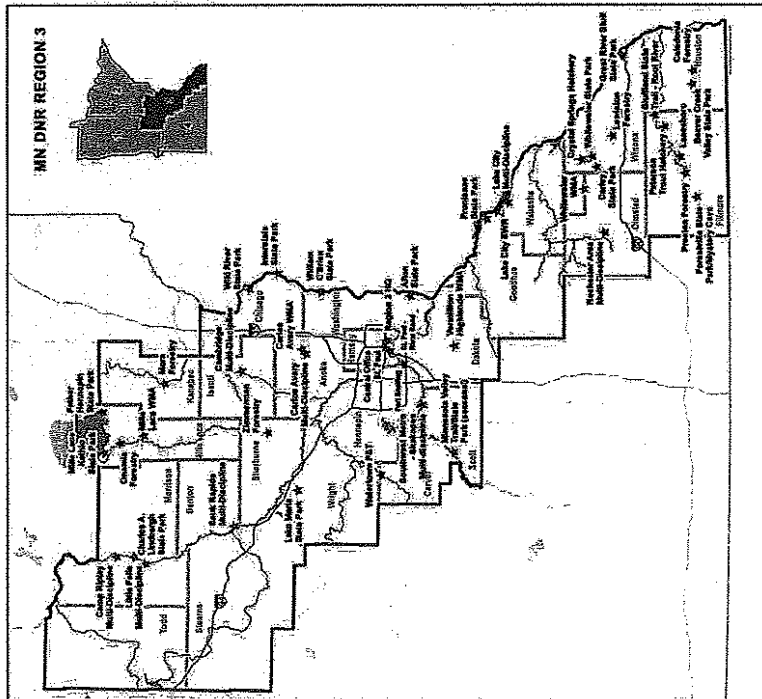
The Minnesota Department of Natural Resources (DNR) works with Minnesotans to:

- Conserve and manage the state's natural resources;
- Provide outdoor recreation opportunities;
- Provide for commercial uses of natural resources in a way that creates a sustainable quality of life.

- To accomplish its mission, the DNR is organized into seven divisions that focus on discrete but overlapping areas of responsibility:
- The division of Fish & Wildlife manages the state's populations of fish and game and the habitat they need, establishes rules for hunting and angling, and provides places where the public can pursue those activities.
 - The Parks & Trails division manages state parks, trails, recreation areas, waysides, water accesses, fishing piers, water trails and state forest campgrounds.
 - The division of Enforcement helps protect Minnesota's fish and game and other natural resources by enforcing laws meant to protect them. It works to make sure people enjoy the outdoors safely and responsibly.
 - The Ecological & Water Resources division works to maintain healthy natural systems of lands and waters to support a diversity of plants and animals.
 - The division of Forestry manages state forests and works with private landowners to provide a sustainable supply of timber and other forest products, as well as being the lead agency in suppressing wildfires.
 - The division of Lands & Minerals manages the state's mineral resources, and it provides important real estate services that help DNR protect and manage the lands it owns and manages on behalf of the public.
 - The Operations Services division handles a range of support services critical to the DNR's conservation mission, including fleet, facilities, human resources, planning and budget services, communications and outreach, and IT.
- DNR manages a variety of state lands for the many benefits they provide to the public:
- State forests offer the public a variety of outdoor recreational opportunities; they generate raw material such as timber and pulp for the forest products industry, all while protecting water quality, preserving wildlife habitat and providing other environmental benefits.
 - State parks preserve and interpret natural features of regional or statewide significance, and they provide recreational opportunities such as camping, hiking, wildlife watching, fishing and canoeing.
 - Wildlife Management Areas (WMAs) protect critical habitat for wildlife and they provide public hunting and wildlife watching opportunities.
 - Aquatic Management Areas protect lakes, rivers and streams for water quality and for fishing and other recreational activities.
 - Scientific and Natural Areas (SNAs) protect natural features of exceptional scientific or educational value, and they're home to many rare species of plants and animals.
 - State trails provide opportunities for hiking, bicycling, cross-country skiing, and riding horses, snowmobiles and OHVs.
 - State water access sites provide public access to lakes and rivers.
- Minnesota's public lands support billions of dollars in private sector economic activity. The state also pays \$36 million annually to local governments to offset property taxes not collected on state and tax-forfeited lands.

W. 8. 6

DNR At A Glance



The DNR divides the state into four administrative regions, each with a regional director appointed by the DNR commissioner. Each of DNR's divisions also has a regional manager. These managers may be able to help with larger issues, but please consult with local DNR staff first.

DNR Central Region Managers

Regional Director: Grant Wilson, 651-259-5635, Grant.Wilson@state.mn.us
Ecological & Water Resources: Dan Lais, 651-259-5766, Dan.Lais@state.mn.us
Enforcement: Capt. Jason Peterson, 651-259-5838, Jason.R.Peterson@state.mn.us
Fisheries: Brian Netbonne, 651-259-5789, Brian.Netbonne@state.mn.us
Forestry: Joel Lemberg, 651-259-5829, Joel.Lemberg@state.mn.us
Lands & Minerals: Martha Vickery, 651-259-5792, Martha.Vickery@state.mn.us
Operations Services: Samantha Minkler, 651-259-5065, Samantha.Minkler@state.mn.us
Parks & Trails: Kelli Bruns, 651-259-5747, Kelli.Bruns@state.mn.us
Wildlife: Jami Markle, 651-259-5768, Jami.Markle@state.mn.us



**COUNTY BOARD
MEETING AGENDA
PROCEDURES
and
RULES OF BUSINESS**

Meeting Agenda Procedures

1. Items to be placed on a County Board meeting agenda must be submitted in hard copy (including all attachments) to the Administrative Services Office (ASO) by noon on the Tuesday preceding the Board meeting. Resolutions must be emailed, in .DOC format, to the ASO.
2. Agenda Responsibility
 - A. Agenda items from elected officials shall be placed on the agenda as received, unless further information is requested by the Board Chair.
 - B. Agenda items must be submitted by the department head, or designee with approval of the department head.
 - C. Agenda items shall include the name and department of the individual submitting the item, as well as any individual(s) who will be present at the meeting to present the item.
3. Agenda Options
 - A. The Consent Agenda may include those items not requiring discussion by the Board, such as:
 - Contracts which have been reviewed by either the County Attorney or County Administrator. (Excludes new service contracts which require either county funds or services.)
 - Budgeted purchases
 - Reports and informational items
 - Licenses and permits not requiring a public hearing
 - Policy revisions and updates
 - Previously tabled or discussed items as directed
 - Minutes
 - Auditor warrants
 - Actions pursuant to existing policies (i.e. fund transfers or donation resolutions)
 - General housekeeping items as approved by the County Administrator or Board Chair
 - Items as approved by the Board
 - B. The Regular Agenda is for all other items, including any non-budgeted purchases, which require Board action.
4. Agenda Categories
 - A. Informational Only. Items that are only for the Board's information will be submitted to the Board under the Informational Items category of the consent agenda.
 - B. Discussion. These items shall be reviewed by the Administrator prior to placement on the Agenda; no action shall be taken by the Board on Discussion Items.
 - C. Public Hearing
 - 1) Matters requiring a public hearing shall include a copy of the published notice of the public hearing, as well as any applicable background information.
 - 2) Action on matters requiring a public hearing should be requested at a subsequent Board meeting and/or at the direction of the County Board.

D. Action Requested. These items must specifically state the requested action, and provide adequate background information.

- 1) Direction Requested: These items must first be reviewed by the Administrator for placement on the agenda, and will require additional background information.
- 2) Approve/Deny Motion Requests: These items must clearly state the action requested; background information will be requested by the ASO as necessary. When indicating the motion being requested, please be specific and use action verbs to clearly identify the action you are seeking from the Board. The statement should contain all the specific information needed, such as legal descriptions, dates, dollar amounts, etc., so that the Board can read it as their motion. If you need assistance in preparing resolutions or motions in advance, please contact the ASO for assistance.

5. Background Information

- A. Background information should sufficiently explain the action requested, including options, financials, other action taken, consequence of action/non-action, and your recommendation. Information provided should be sufficient so that the Board can make a decision based on the information you submit.
- B. The information you submit with your agenda item shall not include any information that is private or confidential in nature. Please contact the ASO regarding any such information.
- C. No handouts are to go to the Board during the Board meeting. The Board requires time to review the information you submit.
- D. For ease of copying, please do not provide attachments larger than 8 ½" x 11" or color copies unless absolutely necessary.

6. Attachments must accompany the agenda form in the following circumstances:

- A. For purchase requests, quotes must be submitted, per the county's purchasing policy. In addition, a summary sheet should be provided outlining the purchase costs.
- B. Anything the Board needs to sign or approve must be attached or the agenda request will be returned. All contracts, grants, etc., must follow county policy.

7. All agenda items shall be reviewed by the ASO prior to placement on the agenda:

- A. Changes will be made as needed for clarity, understanding, provision of additional information, etc.
- B. Placement on the agenda may change as needed.
- C. The Board Chair and the County Administrator reserve the right to not place items on the agenda.

8. Add-on agenda items will only be accepted if the item has a deadline, unless approved by the County Administrator or Board Chair.

9. Finalizing of Agenda

- A. Board agendas will be finalized by noon on the Thursday prior to the Board meeting.
- B. Complete agenda packets will be mailed to County Commissioners on the Thursday prior to the meeting.
- C. The complete finalized agenda shall be posted on the county's website by noon on the Friday preceding the meeting.

RULES OF BUSINESS

Presiding Officer, Roll Call

The Chair, or the Vice Chair in the Chair's absence, shall take the chair at the time appointed for the meeting and call the meeting to order.

Quorum

A majority of the members of the County Board shall constitute a quorum for the transaction of business.

Minutes

The County Administrator, or designee, shall prepare written copies of the minutes, which shall be submitted to the Board for formal approval. One or more copies of the minutes shall be available in the Administrative Services Office for examination by members of the public.

Order of Business

The Chair shall be responsible for preserving order and decorum. Upon the presence of a quorum at a County Board meeting, the Chair shall inquire of the County Board whether they wish to approve, disapprove, or amend the agenda as prepared.

Recognition by Chair

Every County Board member or member of the public shall respectfully address the Chair by the title of "Chair" followed by the Chair's surname, and shall not speak further until recognized by the Chair. Once a member of the audience has been recognized by the Chair as requesting to address the County Board, the Chair shall require the individual to identify themselves by stating their name and address.

Designation by Chair

When two or more members request to speak, the Chair shall designate who is first to speak, but in all cases the member who shall first address the Chair shall speak first.

Voting, Excuse, Failure

When a question is put by the Chair, every member present shall vote; unless the County Board, for special reason, shall excuse a member prior to the calling of the roll, or a legal conflict of interest prohibits a member from voting. The Chair will conduct a roll call vote at the request of any member of the Board.

Calling Vote

The ayes and nays shall be called upon the passage of ordinances. Unless a member requests, or is designated by Statute, other items will be by voice vote. When a vote is called for and a County Board member is silent, the County Board member will be recorded as voting in the affirmative on the question. A member may demand a roll call vote at any time prior to the assumption of other business.

Public Hearing Procedure

Prior to any public hearing, the Chair or presiding officer shall establish the following rules as part of their introduction to the hearing:

1. The presenter of the issue/item/proposal will present the entire issue/item/proposal and any proposed amendments prior to taking any testimony by the citizens or the County Board.
2. The County Board shall have the opportunity to discuss the issue/item/proposal and ask any questions they may have of the presenter immediately after the presentation of the issue/item/proposal.
3. The County Board will discuss the issue/item/proposal and select the appropriate action for the issue/item/proposal.

Ordinances Procedure

Every proposed ordinance shall be considered at two separate regular sessions of the County Board. Amendments may be offered at either meeting when the ordinance is under consideration. Amendment to any section may be made and acted upon at any time up to the final passage. If amendments are made, the sections of the ordinance amended shall be read as amended before the question of its passage is taken. Approval of the second reading of the ordinance shall constitute final adoption of said ordinance. When a proposed ordinance fails to pass, a motion to reconsider the same may be made, but such motion must be made at the session at which the same failed to pass, and action thereupon shall be postponed to the next regular session.

Absent Member

Board members who will be absent for a meeting shall notify the County Administrator of their expected absence as soon as is practicable.

Journal

It shall be the duty of the County Administrator to keep the journal of the proceedings of the County Board and perform such duties as may be required by Minnesota Statutes. The approved minutes will be the official record of the County Board meetings.

Robert's Rules of Order

The rules of parliamentary practice, embraced in Robert's Rules of Order, shall govern the County Board in all cases in which they are applicable, and in which they are consistent with the Standing Rules of the County Board.

Conduct

Any Board meeting attendee may be asked to cease their comments, sit down, or leave the premises for not following the county's Respectful Workplace Policy, which states: "It is the policy of Mille Lacs County to maintain a respectful work and public service environment free from violence, discrimination, harassment, and other offensive or degrading behavior or conduct. Mille Lacs County will not tolerate such behavior." The Chair shall enforce the conduct policy. Any member of the County Board or the County Administrator can ask for the enforcement of this policy, or a recess in the meeting, when it becomes apparent that the policies are not being followed.

Some general behaviors for which the policy may be enforced include, but are not limited to:

- Being in attendance under the influence of intoxicant or non-prescription illegal drugs, or using such substances while on county property.
- Conduct which violates the common decency or morality of individuals.
- Commission of a felony or gross misdemeanor.
- Violating safety rules and regulations.
- Making derogatory or false accusations so as to discredit other individuals.
- The use of profanity or abusive language towards any individual.
- Harassment or discrimination.
- Speaking without being recognized by the Chair.

Notice of Agenda

Regular County Board meeting agendas shall be posted on the county's website, www.co.millelacs.mn.us, by noon on Friday preceding the meeting, to provide the public with timely and accurate notice.



CONFLICT OF INTEREST POLICY

Approved 12/20/16

Elected officials, employees, or agents of Mille Lacs County shall not participate in making a decision for the selection, award, or administration of a contract, or the purchase of goods or services for the county, where there is potential for, or perception of, a conflict of interest (Statute 471.87). A conflict of interest occurs when the employee, spouse, partner, children, parent, sibling, or an organization which employs any of these, has a financial or other interest in or a tangible personal benefit from transactions either directly or indirectly. (Statute 382.18)

Per Statute 471.88, sub. 1, a county may, in some cases and by unanimous vote, contract for goods or services with an interested officer of the governmental unit, as listed in the statute. The procedures to do so are found in statute 471.89, and include the adoption of a resolution in advance of its performance and an affidavit from the contractor.

The county recognizes that, as one of the largest employers in the county, many of its employees' family members own, manage, or work for another employer in the county. In some instances, due to the size of our market area and to comply with the county's policy to make purchases in an economical, efficient, best value, and non-discriminatory way, it may be necessary or desirable to do business with a company that could be viewed as a conflict of interest. It is not always possible for the decision making department to know all county employees and their family's business involvements; however, to minimize the potential risk, the following policies have been set in place.

- No employee shall be hired to work for the county outside of their normal employment activities, including acting as an independent contractor for services to the county.
- No employee involved in making a decision for the purchase of goods for services shall do business with a company in which they would, directly or indirectly, benefit financially.
- In matters where bids are received and contracts granted, and such contracts are for goods or services from a company which will financially benefit any of the decision makers, the contract must be approved by a unanimous vote of the County Board. If a Board member is directly involved with a company submitting a bid, he/she should refrain from voting on the issue (all other members present, except the involved Commissioner, must vote and the vote must be unanimous). A public officer acting where a conflict of interest is in place, who does not disclose the fact and does not follow statutory requirements, may be guilty of a gross misdemeanor. See appropriate statutes.
- All claims paid to businesses where a known or potential conflict of interest exists, will be noted to the County Board or County Administrator when payment information is requested or reported.
- If the county is doing business with a company in which an employee or their family member is an employee with no managerial powers, and receives the same salary regardless of the county's business, there is no conflict of interest. If the transaction results in financial benefit to the employee or their family member, however, it is definitely a conflict of interest. Conflict of interest occurs when an individual is on both sides of a transaction.

- If the county is doing business with a company or person who is a family member of an employee in the department purchasing the goods or services, a quote should be obtained from other providers to document why this vendor was chosen.
- Nothing in state statutes or these procedures shall prevent an employee from receiving reimbursement from the county for providing licensed, approved family foster care.
- If an elected official or employee purchases or contracts for goods or services contrary to this policy, the purchase shall be void. The department head shall be personally liable for the cost of the order or contract. If the order or contract has already been paid from county funds, the amount may be recovered by appropriate action.
- Any questionable purchasing situations should be taken to the County Administrator, who will either grant approval or make the determination that the purchase requires prior approval from the County Board. If the transaction has already occurred, it should be reported as soon as it becomes known that a conflict may have occurred.