

ORIGINAL

Tuesday, April 6, 2021 at 9:00 a.m.

Board Room, Upper Level of the Historic Courthouse

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 3/16/2021 County Board Meeting Minutes
- 4.2. Review of Auditor's Warrants
- 4.3. Approve Payment to Counsel for Legal Services
- 4.4. Consider Mortgage Satisfaction Request
- 4.5. Consider Camp Registration Fees
- 4.6. Consider Small Cities Development Program Grant Administration Contract with Lakes & Pines CAC
- 4.7. Consider Appointing County Extension Committee Members
- 4.8. Consider Payment Due on County Ditch 4 Tree Removal Contract
- 4.9. Consider Payment for Tree Removal and Demolition at ORV Park
- 4.10. Consider Full System Septic Designs/Permit Applications to be Submitted Prior to April 15, 2021
- 4.11. Consider County Ag Inspector 2020 Report and 2021 Plan of Work
- 4.12. Consider Renewal of Lumen Viper System Maintenance Contract
- 4.13. Consider Renewal of Corporate Mechanical's HVAC Preventative Maintenance and Boiler Preventative Maintenance Agreement for 2021
- 4.14. Information Only: Advertisement of Bid - SAP 048-614-004 (CSAH 14) Grading, Base and Bituminous Surfacing Project
- 4.15. Information Only: Letter of Support and Memorandum of Understanding with Children's Dental Services

9:10 AM

5. REGULAR AGENDA

- 5.1. Approve Executive Recruitment Process to Fill the County Administrator Vacancy
- 5.2. Authorize Staff to Solicit Quotes for the Maintenance of Tax-Forfeited Property
- 5.3. Consider Extending Mille Lacs and Crow Wing County Plowing Agreement
- 5.4. Consider Resolution PWD 2021-4-6-21-11, Approve Variance for Match Portion of the Reduced Conflict Intersection Construction

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)

ORDINARY

-
2. Public Works Report – (Knife River)
 3. Soil and Water Conservation District (SWCD) Report – (Susan Shaw, SWCD Director)
 4. Mille Lacs County Commissioners Open Discussion

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 04/06/2021

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

Title of Item for Consideration: Approve 3/16/2021 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: Holly Wilson	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Holly Wilson, Assistant 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: _____	

Vice Chairperson Reynolds called the meeting to order at 9:01 a.m., with the following members present: Commissioners Wilhelm, Reynolds, Tellinghuisen, and Peterson. Commissioner Oslin attended via teleconference from 1960 Big Bass Cove, Lake Havasu City, AZ 86404. The Pledge of Allegiance was recited.

Assistant County Administrator Holly Wilson introduced one (1) supplemental documents and one (1) add-on agenda request items to the County Board:

- 6.7 Authorize County Board Chair to Sign a Letter to Attorney General Ellison
- Work Session No. 4 – Public Works Report

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

CONSENT AGENDA

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

- Approve 3/2/2021 County Board Meeting Minutes;
- Review of Auditor's Warrants;
- Consider PWD Resolution No. 2021-3-16-21-10, Accept 2020 CSAH Mill and Overlay Projects;
- Consider PWD Resolution No. 2021-3-16-21-9, Spring Load Restrictions;
- Consider Kennel License for Jay and Susan Kenady;
- Consider Resolution 03-26-2021-01, Establishing Findings of Fact; Denial of Conditional Use Permit by Stephan Davy;
- Information Only: Building Inspection Program Customer Service Survey;
- Information Only: February 2021 Jail Housing Report

Cmsr Wilhelm requested the removal of consent agenda item 4.3, Consider Extending Mille Lacs and Crow Wing County Plowing Agreement. Cmsr Oslin requested the removal of item 4.9, Information Only: Department of Labor and Industry (DOLI) Annual Report for Building Inspection Program for discussion. A roll call vote was called; Cmsrs Wilhelm, Reynolds, Oslin Tellinghuisen, and Peterson voted aye. Motion carried.

CONSIDER EXTENDING MILLE LACS AND CROW WING COUNTY PLOWING AGREEMENT

Discussion occurred among the Commissioners concerning similar plowing agreements with surrounding counties. County Engineer Neal Knopik stated that he would review the fees associated with the plowing agreement. Cmsr Wilhelm presented a variety of questions concerning other agreements with surrounding counties. Cmsr Wilhelm motioned to table the Mille Lacs and Crow Wing County Plowing Agreement until the regular County Board Meeting on Tuesday, April 6, 2021; Cmsr Tellinghuisen seconded. A roll call vote was called; Cmsrs Wilhelm, Reynolds, Oslin Tellinghuisen, voted aye. Cmsr Peterson voted nay. Motion carried.

INFORMATION ONLY: DEPARTMENT OF LABOR AND INDUSTRY (DOLI) ANNUAL REPORT FOR BUILDING INSPECTION PROGRAM

Discussion occurred among the Commissioners concerning the DOLI annual report. Assistant County Administrator Wilson stated that she would be able to find the differences concerning the amounts the County retains and the outside contractor's fees.

MILLE LACS COUNTY SHERIFF'S OFFICE DRONE PUBLIC HEARING

County Sheriff Don Lorge introduced the request to hold the unmanned aerial vehicle (UAS) drone public hearing. Lorge reviewed the strict regulations from the State concerning drone usage and discussed drone policy. Lorge stated that the drone was purchased with CARES Act funds. Cmsr Wilhelm motioned to open the Mille Lacs County Sheriff's Office Drone Public Hearing at 9:26 a.m.; Cmsr Peterson seconded. A roll call vote was called; Cmsrs Wilhelm, Reynolds, Oslin, Tellinghuisen, and Peterson voted aye. Motion carried.

Cmsr Wilhelm motioned to close the public hearing at 9:27 a.m.; Cmsr Tellinghuisen seconded. A roll call vote was called; Cmsrs Wilhelm, Reynolds, Oslin, Tellinghuisen, and Peterson voted aye. Motion carried.

The Chairperson recessed the meeting at 9:28 a.m.; the meeting reconvened at 9:33 a.m.

CONSIDER THE JAIL PLUMBING AND FLOOR REPAIR

Facilities Operations Manager Noelan Lange introduced the request for the jail plumbing and floor repair project. Lange recommended accepting the quote received from Beckers Flooring for the floor repair and accepting the quote from St. Cloud Refrigeration for the plumbing repair. Cmsr Peterson motioned to approve the quotes received from St. Cloud Refrigeration and Beckers Flooring for the Jail Plumbing and Floor Repair; Cmsr Wilhelm seconded. A roll call vote was called; Cmsrs Wilhelm, Reynolds, Oslin, Tellinghuisen, and Peterson voted aye. Motion carried.

CONSIDER 2021 QUALITY POWER SOLUTIONS MAINTENANCE AGREEMENT AND BATTERY REPLACEMENT PROPOSAL

Facilities Operations Manager Lange presented the 2021 Quality Power Solutions Maintenance Agreement and battery replacement proposal. Cmsr Wilhelm motioned to approve the 2021 Quality Power Solutions Maintenance Agreement and the HCH Battery Replacement; Cmsr Tellinghuisen seconded. A roll call vote was called; Cmsrs Wilhelm, Reynolds, Oslin, Tellinghuisen, and Peterson voted aye. Motion carried.

CONSIDER RESOLUTION NO. 03-16-2021-02, PLANNING BOUNDARY ESTABLISHMENT FOR 1WIP PROGRAMS FOR THE MISSISSIPPI RIVER SARTEL AND MISSISSIPPI RIVER ST. CLOUD WATERSHEDS

Environmental Resources Director Chris Berg discussed the proposition to split the watershed into two separate watershed segments. Cmsr Peterson expressed his concern regarding the watershed split and the County's association. SWCD Director Susan Shaw explained the split and the Mille Lacs SWCD's support of the proposed split. Cmsr Oslin motioned to deny the adoption of Resolution No. 03-16-2021-02; Cmsr Peterson seconded. A roll call vote was called; Cmsrs Wilhelm, Reynolds, Oslin, Tellinghuisen, and Peterson voted aye. Motion carried.

CONSIDER RESOLUTION NO. 03-16-2021-03, SUPPORT MISSISSIPPI RIVER ST. CLOUD MAJOR WATERSHED ONE WATERSHED, ONE PLAN PROJECT

Environmental Resources Director Berg stated that this resolution would be a follow-up if the watershed is indeed split. This resolution would be an invitation to respond to the grant application process. SWCD Director Susan Shaw explained the differences between the initial resolution and this secondary resolution. Cmsr Peterson motioned to deny the adoption of Resolution No. 03-16-2021-03; Cmsr Oslin seconded. A roll call vote was called; Cmsrs Wilhelm, Reynolds, Oslin, Tellinghuisen, and Peterson voted aye. Motion carried.

CONSIDER HIGHWAY 169 LETTER OF SUPPORT

Assistant County Administrator Wilson stated that the proposed letter of support would support intersection improvements to assist with traffic congestion on Highway 169. Discussion occurred among the Commissioners concerning the Highway 169 corridor. Cmsr Peterson motioned to approve the Highway 169 Letter of Support; Cmsr Peterson seconded. A roll call vote was called; Cmsrs Wilhelm, Reynolds, Oslin, Tellinghuisen, and Peterson voted aye. Motion carried.

APPROVE AGREEMENT FOR EXECUTIVE RECRUITMENT SERVICES

Assistant County Administrator Wilson discussed the executive recruitment services proposals. Three responses were received from four (4) organizations. Wilson stated that the consultant would speak with the County Board to determine if a County Administrator or a County Coordinator would be preferred; once verified, the organization would then proceed with hiring an individual for the proposed position. Wilson recommended going with DDA Human Resources, Inc. proposal. Wilson noted that the County is looking to have a qualified applicant hired by August 15, 2021. Cmsr Peterson motioned to approve the Baker Tilly Agreement for Executive Recruitment Services; Cmsr Tellinghuisen seconded. A roll call vote was called; Cmsrs Wilhelm, Reynolds, Tellinghuisen, and Peterson voted aye. Cmsr Oslin voted nay. Motion carried.

AUTHORIZE COUNTY BOARD CHAIR TO SIGN A LETTER TO ATTORNEY GENERAL ELLISON

Assistant County Administrator Wilson presented the proposed letter to Attorney General Ellison's office thanking the Attorney General for the previous meeting and requesting a follow-up meeting.

Cmsr Peterson motioned to authorize the County Board Chair to Sign a Letter to Attorney General Ellison; Cmsr Tellinghuisen seconded. A roll call vote was called; Cmsrs Wilhelm, Reynolds, Oslin Tellinghuisen, and Peterson voted aye. Motion carried.

COMMITTEE REPORTS

No committee reports.

Cmsr Wilhelm motioned to adjourn the meeting 10:10 a.m.; Cmsr Tellinghuisen seconded. A roll call vote was called; Cmsrs Wilhelm, Reynolds, Oslin Tellinghuisen, and Peterson voted aye. Motion carried.

ATTEST:

Holly Wilson
Assistant County Administrator

David Oslin
County Board Chairperson

DRAFT

Requested Meeting Date: 04/06/2021
(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: Holly Wilson	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Holly Wilson, Assistant County Administrator	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): 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 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.) Auditor's Warrants	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled:	

MLKAREN

3/11/21

8:49AM

81 Taxes & Penalties Fund

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 2

Vendor Name		Rpt		Amount	Warrant Description		Invoice #		Account/Formula Descripti	
No.	Account/Formula	Accr			Service Dates		Paid On Bhf #	On Behalf of Name		
1	2027 Bradbury Township			340.62	2020 GRAVEL TAX	1 Transactions			Gravel Tax	N
	81-831-000-0000-5011			340.62						
2	4015 Dailey Township			62.50	2020 GRAVEL TAX	1 Transactions			Gravel Tax	N
	81-831-000-0000-5011			62.50						
3	5005 East Side Township			407.12	2020 GRAVEL TAX	1 Transactions			Gravel Tax	N
	81-831-000-0000-5011			407.12						
4	7013 Greenbush Township			1,140.81	2020 GRAVEL TAX	1 Transactions			Gravel Tax	N
	81-831-000-0000-5011			1,140.81						
5	8017 Hayland Township			9,634.03	2020 GRAVEL TAX	1 Transactions			Gravel Tax	N
	81-831-000-0000-5011			9,634.03						
6	9021 Isle Harbor Township			13,260.38	2020 GRAVEL TAX	1 Transactions			Gravel Tax	N
	81-831-000-0000-5011			13,260.38						
7	13046 Milaca Township			6,245.96	2020 GRAVEL TAX	1 Transactions			Gravel Tax	N
	81-831-000-0000-5011			6,245.96						
8	46336 Milo Township			1,309.19	2020 GRAVEL TAX	1 Transactions			Gravel Tax	N
	81-831-000-0000-5011			1,309.19						
9	15009 Onamia Township			32.58	2020 GRAVEL TAX	1 Transactions			Gravel Tax	N
	81-831-000-0000-5011			32.58						
10	16022 Page Township			4,114.65	2020 GRAVEL TAX	1 Transactions			Gravel Tax	N
	81-831-000-0000-5011			4,114.65						

**** Mille Lacs County ****



MLKAREN
3/11/21 8:49AM
81 Taxes & Penalties Fund

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name		Rpt		Invoice #		Account/Formula Descripti	
No.	Account/Formula	Acct	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
11	81- 831- 000- 0000- 5011		48.61	2020 GRAVEL TAX		Gravel Tax	N
16016	Princeton Township		48.61	1 Transactions			
81 Fund Total:			36,596.45	Taxes & Penalties Fund	11 Vendors	11 Transactions	
Final Total:			36,596.45	11 Vendors	11 Transactions		

MLKAREN
3/11/21

8:49AM

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Page 4

Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
81	36,596.45	Taxes & Penalties Fund
All Funds	36,596.45	Total

Approved by,

Michelle 3/12/21
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3/11/21

en Bartsch

h w

*** Mille Lacs County ***



MLKAREN
3/11/21 2:42PM
1 County Revenue Fund

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		
1	3417 Allstar Childcare Center 01- 703- 000- 0000- 6849			10,000.00 10,000.00	PANDEMIC RELIEF GRANT 1 Transactions			Federal COVID Stimulus Expense	G
7	78295 American Legion Post 178 01- 703- 000- 0000- 6849			10,000.00 10,000.00	PANDEMIC RELIEF GRANT 1 Transactions			Federal COVID Stimulus Expense	G
3	78297 E.A.T. Inc. 01- 703- 000- 0000- 6849			10,000.00 10,000.00	PANDEMIC RELIEF GRANT 1 Transactions			Federal COVID Stimulus Expense	G
4	78208 KISS LLC (dba BROOKVIEW WINERY 01- 703- 000- 0000- 6849			8,167.21 8,167.21	PANDEMIC RELIEF GRANT 1 Transactions			Federal COVID Stimulus Expense	G
5	78245 MADRE LOCA INC 01- 703- 000- 0000- 6849			10,000.00 10,000.00	PANDEMIC RELIEF GRANT 1 Transactions			Federal COVID Stimulus Expense	G
6	78293 Magnuson Inc. 01- 703- 000- 0000- 6849			10,000.00 10,000.00	PANDEMIC RELIEF GRANT 1 Transactions			Federal COVID Stimulus Expense	G
16	78298 Marcia Grant Travel 01- 703- 000- 0000- 6849			10,000.00 10,000.00	PANDEMIC RELIEF GRANT 1 Transactions			Federal COVID Stimulus Expense	G
8	78292 Milaca Pizza Central Inc. 01- 703- 000- 0000- 6849			10,000.00 10,000.00	PANDEMIC RELIEF GRANT 1 Transactions			Federal COVID Stimulus Expense	G
17	78299 Naomi's Pet Grooming LLC 01- 703- 000- 0000- 6849			10,000.00 10,000.00	PANDEMIC RELIEF GRANT 1 Transactions			Federal COVID Stimulus Expense	G
9	2094 Northern Lights Ballroom and Banquet 01- 703- 000- 0000- 6849			5,000.00 5,000.00	PANDEMIC RELIEF GRANT 1 Transactions			Federal COVID Stimulus Expense	G

**** Mille Lacs County ****



MLKAREN
3/11/21 2:42PM
1 County Revenue Fund

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name	No.	Account/Formula	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
						Paid On Bhf #	On Behalf of Name	
10	78289	Pizza Pub of Princeton Inc	10,000.00	PANDEMIC RELIEF GRANT	1 Transactions		Federal COVID Stimulus Expense	G
	78289	Pizza Pub of Princeton Inc	10,000.00					
11	78290	Princeton Fitness, LLC	10,000.00	PANDEMIC RELIEF GRANT	1 Transactions		Federal COVID Stimulus Expense	G
	78290	Princeton Fitness, LLC	10,000.00					
18	78296	Princeton VFW Post 806	10,000.00	PANDEMIC RELIEF GRANT	1 Transactions		Federal COVID Stimulus Expense	G
	78296	Princeton VFW Post 806	10,000.00					
19	78294	Radiance Salon & Spa	8,000.00	PANDEMIC RELIEF GRANT	1 Transactions		Federal COVID Stimulus Expense	G
	78294	Radiance Salon & Spa	8,000.00					
12	76958	South Shore Hospitality	10,000.00	PANDEMIC RELIEF GRANT	1 Transactions		Federal COVID Stimulus Expense	N
	76958	South Shore Hospitality	10,000.00					
14	77068	Thompson's Lake Country Drug Inc	8,167.21	PANDEMIC RELIEF GRANT	1 Transactions		Federal COVID Stimulus Expense	G
	77068	Thompson's Lake Country Drug Inc	8,167.21					
2	78287	Travis James Norby	8,145.00	PANDEMIC RELIEF GRANT	1 Transactions		Federal COVID Stimulus Expense	G
	78287	Travis James Norby	8,145.00					
13	78291	Tuyen V Le	10,000.00	PANDEMIC RELIEF GRANT	1 Transactions		Federal COVID Stimulus Expense	G
	78291	Tuyen V Le	10,000.00					
15	78288	Wahkon Inn Bar & Restaurant LLC	10,000.00	PANDEMIC RELIEF GRANT	1 Transactions		Federal COVID Stimulus Expense	G
	78288	Wahkon Inn Bar & Restaurant LLC	10,000.00					
1 Fund Total:			177,479.42			County Revenue Fund	19 Vendors	19 Transactions
Final Total:			177,479.42				19 Vendors	19 Transactions

MLKAREN
3/11/21

2:42PM

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Page 4

Recap by Fund			
<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
1	177,479.42	County Revenue Fund	
All Funds	177,479.42	Total	

Approved by,

Eric Bortusch
.....
[Signature]
.....
3/11/2020
.....

[Signature]
3/12/21

**** Mille Lacs County ****



MLKAREN
3/10/21 2:35PM
1 County Revenue Fund

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name		Rpt		Amount	Warrant Description	Service Dates	Invoice #	
No.	Account/Formula	Accr					Paid On Bhf #	On Behalf of Name
3	13028	Milaca City Public Works						
4		01- 110- 000- 0000- 6251		87.06	01- 1811- 00- 0		Utility Services	N
5		01- 110- 000- 0000- 6251		739.56	01- 16261- 00- 1		Utility Services	N
		01- 110- 000- 0000- 6251		67.56	01- 13286- 00- 5		Utility Services	N
	13028	Milaca City Public Works		894.18		3 Transactions		
1	46024	Milaca Local Link						
2		01- 060- 000- 0000- 6205		199.95	HWY LINES		M- Net Hookup	N
		01- 281- 000- 0000- 6203		1,231.78	E- 911 CIRCUIT		Phone	N
	46024	Milaca Local Link		1,431.73		2 Transactions		
7	15008	Onamia City						
		01- 205- 000- 0000- 6251		36.73	FEB UTILITIES		Utility Services	N
	15008	Onamia City		36.73		1 Transactions		
8	77454	Rengel Print Co						
		01- 060- 000- 0000- 6261		7,911.82	QTRLY NEWSLETTER- JAN 21		Professional Services	N
	77454	Rengel Print Co		7,911.82		1 Transactions		
18	2587	Verizon Wireless						
15		01- 041- 000- 0000- 6203		35.01	AIR CARDS		Phone	N
16		01- 060- 000- 0000- 6839		70.02	CVS AIR CARDS		reimb collections- inter office	N
14		01- 060- 000- 0000- 6839		35.01	PW AIR CARDS		reimb collections- inter office	N
19		01- 063- 000- 0000- 6203		35.01	AIR CARDS		Phone	N
9		01- 071- 000- 0000- 6301		601.04	AIR CARDS		Repair & Maintenance - Bldg & Equi	N
20		01- 201- 000- 0000- 6203		1,480.67	AIR CARDS		Phone	N
22		01- 201- 000- 0000- 6203		60.09	CELL PHONES		Phone	N
26		01- 201- 000- 0000- 6203		1,335.89	CELL PHONES		Phone	N
10		01- 201- 000- 0000- 6203		41.50	DV COURT- GREELEY		Phone	N
11		01- 202- 000- 0000- 6203		140.04	AIR CARDS		Phone	N
23		01- 202- 000- 0000- 6203		35.01	DVS OFFICER AIR CARD		Phone	N
24		01- 202- 000- 0000- 6203		249.00	CELL PHONES		Phone	N
12		01- 205- 000- 0000- 6203		41.50	CELL PHONES		Phone	N
21		01- 251- 000- 0000- 6203		35.01	AIR CARDS		Phone	N
27		01- 251- 000- 0000- 6203		120.16	CELL PHONES		Phone	N
13		01- 251- 000- 0000- 6203		166.00	CELL PHONES		Phone	N
25		01- 283- 000- 0000- 6203		35.01	AIR CARDS		Phone	N
17		01- 283- 000- 0000- 6203		41.50	CELL PHONES		Phone	N
		01- 617- 000- 0000- 6203		70.02	AIR CARDS		Phone	N

MLKAREN

3/10/21 2:35PM

1 County Revenue Fund

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name
No. Account/Formula
2587 Verizon Wireless

Rpt
Accr

Amount
4,627.49

Warrant Description
Service Dates

19 Transactions

Invoice # Account/Formula Descripti 1099
Paid On Bhf # On Behalf of Name

1 Fund Total:

14,901.95

County Revenue Fund

5 Vendors

26 Transactions



**** Mille Lacs County ****



MLKAREN
3/10/21 2:35PM
11 Community and Veterans :

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor		<u>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</u>	<u>Descripti</u>	<u>1099</u>
										<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>		
6	139	Mn Child Support Payment Center		11-420-640-0000-6835			56.32	MCI# 0010137269	1 Transactions		Reimb Collections		N
	139	Mn Child Support Payment Center					56.32						
11 Fund Total:							56.32	Community and Veterans Servi	1 Vendors	1 Transactions			
Final Total:							14,958.27	6 Vendors	27 Transactions				

MLKAREN
3/10/21

2:35PM

**** 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	14,901.95	County Revenue Fund
11	56.32	Community and Veterans Service
All Funds	14,958.27	Total

Approved by,

[Signature]
3/10/21
Gr. Bertish
[Signature]
3/12/21

Requested Meeting Date: 04/06/21

(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*

**provide sample notice that will run in paper*

Regular Agenda – Estimate Time Needed: _____ minutes

☐ Approve/Deny Motion

☐ Discussion Item

☐ Direction Requested

☐ Hold Public Hearing*

☐ Presentation of Information

**provide copy of hearing notice that was published*

Submitted by:

Holly Wilson

Department:

ASO

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

Holly Wilson, Assistant County Administrator

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

Authorize payment to Nolan, Thompson & Leighton, PLC for legal services relating to the Mille Lacs County Cooperative Agreement matters and federal lawsuit, Court File No. 17-cv-5155 for Mille Lacs County in the amount of \$30,155.00 for fees from May 1-May 31,2020 and in the amount of \$44,850.00 for fees from June 1-June 30, 2020.

Alternatives/Options/Comments:

Recommended Action/Motion:

Approve payment to Nolan, Thompson & Leighton, PLC for legal services for Mille Lacs County

Financial Impact:

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

What is the total cost, including tax and shipping? \$75,005

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:

Requested Meeting Date: 04/06/21

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

Title of Item for Consideration:

Consider Mortgage Satisfaction Request

Consent Agenda

☒ Approve/Deny Motion ☐ Information Only

☐ Schedule Public Hearing*

**provide sample notice that will run in paper*

Regular Agenda – Estimate Time Needed: _____ 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 approval of a Mortgage Satisfaction request by Tutt's Bait & Tackle in Garrison. Tutt's received a Lake Mille Lacs Area Economic Relief Loan through Mille Lacs County. The business has been sold and the business has repaid the entirety of their Lake Mille Lacs Area Economic Relief Loan to the Minnesota Department of Employment & Economic Development.

Alternatives/Options/Comments:

Recommended Action/Motion:

Authorize Board Chair and Interim County Administrator to sign Mortgage Satisfaction document.

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.)

Copy of Mortgage Satisfaction document and Mortgage Satisfaction request.

Board action: (for use by Recording Secretary)

☐ Approved

☐ Denied

☐ Tabled: _____

OFFICE OF COUNTY RECORDER⁴⁴
CROW WING COUNTY, MINNESOTA
DOCUMENT A- 899563

RECORDED ON:

January 29, 2018 2:54 PM

GARY GRIFFIN

CROW WING COUNTY RECORDER

BY: JD

DATE January 29, 2018 REC# 774226
REGISTRATION TAX HEREON OF \$ 230.00
Gary Griffin BY JD
CROW WING COUNTY AUDITOR/TREASURER

RETURN TO PAT OMAN, MILLE LACS COUNTY ADMINISTRATOR
ADMINISTRATIVE SERVICES - 2ND FLOOR
635 2ND ST SE
MILACA, MN 56353, MN

FEE: \$46.00

PAGES: 4

(Top 3 inches reserved for recording data)

MORTGAGE

by Individual(s)

MORTGAGE REGISTRY TAX DUE: \$230.00

DATE: December 26, 2017

☐ CHECK IF APPLICABLE: NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ENFORCEMENT OF THIS MORTGAGE IN MINNESOTA IS LIMITED TO A DEBT AMOUNT OF \$[...] UNDER CHAPTER 287 OF MINNESOTA STATUTES.

THIS MORTGAGE ("Mortgage") is given by Orrin F. Tutt and Joan M. Tutt, husband and wife, and Kurt R. King and Sarah D. King, husband and wife, as mortgagor ("Borrower"), to Mille Lacs County, as mortgagee ("Lender"). In consideration of the receipt of One Hundred Thousand Dollars (\$100,000.00) (the "Indebtedness") from Lender, Borrower hereby mortgages, with power of sale, the real property in Crow Wing County, Minnesota, legally described as follows:

a South 213.1 feet of the West 1004 feet of Government Lot 1, Section 13, Township 44, Range 28, of Lot 4 of the Auditor's Subdivision of said Government Lot 1, according to the plat of Auditor's Subdivision of Section 13, Township 44, Range 28, subject to all easements held by the State of Minnesota, for highway and other purposes, and subject to all reservations and restrictions of record, except the South 96 feet of the West 1004 feet.

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto (the "Property"), subject to the following exceptions:

- (a) Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record, if any;
- (b) Reservations of minerals or mineral rights by the State of Minnesota, if any;
- (c) Utility and drainage easements which do not interfere with present improvements;
- (d) Applicable laws, ordinances, and regulations;
- (e) The lien of real estate taxes and installments of special assessments not yet due and payable; and
- (f) The following liens or encumbrances, if any: **[insert encumbrances]**

Borrower covenants with Lender as follows:

1. **Repayment of Indebtedness.** If Borrower (a) pays the Indebtedness to Lender according to the terms of the promissory note or other instrument of even date herewith that evidences the Indebtedness and all renewals, extensions, and modifications thereto (the "Note"), final payment of which is due on January 1, 2038; (b) pays interest on the Indebtedness as provided in the Note; (c) repays to Lender, at the times and with interest as specified, all sums advanced in protecting the lien of this Mortgage, if any; and (d) keeps and performs all the covenants and agreements contained herein, then Borrower's obligations under this Mortgage will be satisfied, and Lender will deliver an executed satisfaction of this Mortgage to Borrower. It is Borrower's responsibility to record any satisfaction of this Mortgage at Borrower's expense.

2. **Statutory Covenants.** Borrower makes and includes in this Mortgage the following covenants and provisions set forth in Minn. Stat. 507.15, and the relevant statutory covenant equivalents contained therein are hereby incorporated by reference:

- (a) To warrant the title to the Property;
- (b) To pay the Indebtedness as herein provided;
- (c) To pay all taxes;
- (d) That the Property shall be kept in repair and no waste shall be committed;
- (e) To pay principal and interest on prior mortgages (if any).

3. **Additional Covenants and Agreements of Borrower.** Borrower makes the following additional covenants and agreements with Lender:

(a) Borrower shall keep all buildings, improvements, and fixtures now or later located on all or any part of the Property (collectively, the "Improvements") insured against loss by fire, lightning, and such other perils as are included in a standard all-risk endorsement, and against loss or damage by all other risks and hazards covered by a standard extended coverage insurance policy, including, without limitation, vandalism, malicious mischief, burglary, theft, and if applicable, steam boiler explosion. Such insurance shall be in an amount no less than the full replacement cost of the Improvements, without deduction for physical depreciation. If any of the Improvements are located in a federally designated flood prone area, and if flood insurance is available for that area, Borrower shall procure and maintain flood insurance in amounts reasonably satisfactory to Lender. Borrower shall procure and maintain liability insurance against claims for bodily injury, death, and property damage occurring on or about the Property in amounts reasonably satisfactory to Lender and naming Lender as an additional insured, all for the protection of the Lender.

(b) Each insurance policy required pursuant to Paragraph 3(a) must contain provisions in favor of Lender affording all right and privileges customarily provided under the so-called standard mortgagee clause. Each policy must be issued by an insurance company or companies licensed to do business in Minnesota and acceptable to Lender. Each policy must provide for not less than ten (10) days written notice to Lender before cancellation, non-renewal, termination, or change in coverage. Borrower will deliver to Lender a duplicate original or certificate of such insurance policies and of all renewals and modifications of such policies.

(c) If the Property is damaged by fire or other casualty, Borrower must promptly give notice of such damage to Lender and the insurance company. In such event, the insurance proceeds paid on account of such damage will be applied to payment of the amounts owed by Borrower pursuant to the Note, even if such amounts are not otherwise then due, unless Borrower is permitted to make an election as described in the next paragraph. Such amounts first will be applied to unpaid accrued interest and next to the principal to be paid as provided in the Note in the inverse order of their maturity. Such payment(s) will not postpone the due date of the installments to be paid pursuant to the Note or change the amount of such installments. The balance of insurance proceeds, if any, will be the property of Borrower.

(d) Notwithstanding the provisions of Paragraph 3(c), and unless otherwise agreed by Borrower and Lender in writing, if (i) Borrower is not in default under this Mortgage (or after Borrower has cured any such default); (ii) the mortgagees under any prior mortgages do not require otherwise; and (iii) such damage does not exceed ten percent (10%) of the then assessed market value of the Improvements, then Borrower may elect to have that portion of such insurance proceeds necessary to repair, replace, or restore the damaged Property (the "Repairs") deposited in escrow with a bank or title insurance company qualified to do business in Minnesota, or such other party as may be mutually agreeable to Lender and Borrower. The election may only be made by written notice to Lender within sixty (60) days after the damage occurs; and the election will only be permitted if the plans, specifications,

and contracts for the Repairs are approved by Lender, which approval shall not be unreasonably withheld, conditioned, or delayed. If such a permitted election is made by Borrower, Lender and Borrower shall jointly deposit the insurance proceeds into escrow when paid. If such insurance proceeds are insufficient for the Repairs, Borrower shall, before the commencement of the Repairs, deposit into such escrow sufficient additional money to insure the full payment for the Repairs. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the Repairs, Borrower shall at all times be responsible to pay the full cost of the Repairs. All escrowed funds shall be disbursed in accordance with sound, generally accepted, construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Borrower into such escrow before the commencement of the Repairs. Borrower shall complete the Repairs as soon as reasonably possible and in a good and workmanlike manner, and in any event the Repairs shall be completed by Borrower within one (1) year after the damage occurs. If, following the completion of and payment for the Repairs, there remains any undisbursed escrow funds, such funds shall be applied to payment of the amounts owed by Borrower under the Note in accordance with Paragraph 3(c).

(e) If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof must be applied to payment of the amounts due by Borrower to Lender under the Note as set forth in Paragraph 3(c), even if such amounts are not then due to be paid.

(f) Borrower will diligently complete all Improvements, if any, that may now or hereafter be under construction on the Property.

(g) Borrower will pay all dues, fees, or assessments, if any, which are due and payable by Borrower to any homeowners or similar association as a result of the Property's inclusion therein.

(h) Borrower will pay any other expenses and attorneys' fees incurred by Lender pursuant to the Note or as reasonably required for the protection of the lien of this Mortgage.

4. Payment by Lender. If Borrower fails to pay any amounts to be paid hereunder to Lender or any third parties, or to insure the Improvements, and deliver the policies as required herein, Lender may make such payments or secure such insurance. The sums so paid shall be additional indebtedness, bear interest from the date of such payment at the same rate set forth in the Note, be an additional lien upon the Property, and be immediately due and payable upon written demand. This Mortgage secures the repayment of such advances.

5. Default. In case of default (i) in the payment of sums to be paid under the Note or this Mortgage, when the same becomes due, (ii) in any of the covenants set forth in this Mortgage, (iii) under the terms of the Note, or (iv) under any addendum attached to this Mortgage, Lender may declare the unpaid balance of the Note and the interest accrued thereon, together with all sums advanced hereunder, immediately due and payable without notice, and Borrower hereby authorizes and empowers Lender to foreclose this Mortgage by judicial proceedings or to sell the Property at public auction and convey the same in fee simple in accordance with Minn. Stat. Ch. 580, and out of the monies arising from such sale, to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorneys' fees permitted by law, which costs, charges, and fees Borrower agrees to pay.

6. Residential Mortgages. Notwithstanding the provisions of Paragraph 5, if the indebtedness is a "conventional loan" as defined in Minn. Stat. 47.20, subd. 2(3), Borrower and Lender further covenant and agree as follows:

(a) Lender shall furnish to Borrower a conformed copy of the Note and this Mortgage at the time of execution or within a reasonable time after recordation hereof.

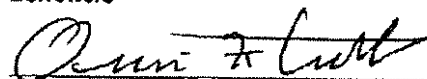
(b) Upon default by Borrower of any covenant or agreement under the terms of this Mortgage, Lender shall give notice to Borrower prior to foreclosure as provided in Paragraph 6(c) and such notice shall specify: (i) the nature of the default; (ii) the action required to cure the default; (iii) a date, not less than thirty (30) days from the date the notice is mailed to Borrower, by which the default must be cured; (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property; (v) that Borrower has the right to reinstate this Mortgage after acceleration; and (vi) that Borrower has the right to bring a court action to assert the non-existence of the default or any other defense of Borrower to acceleration and sale.

(c) In addition to any notice required under applicable law to be given in another manner, (i) any notice to Borrower provided for in this Mortgage shall be addressed to Borrower and given by mailing the notice via certified mail to the Property address (or to such other address as Borrower may designate by written notice to Lender as provided herein), and (ii) any notice to Lender shall be given by mailing the notice via certified mail to the following address (or to such other address as Lender may designate by written notice to Borrower as provided herein): Mille Lacs County Administrative Services Offices, 635 2nd St SE, Milaca, MN 56353.

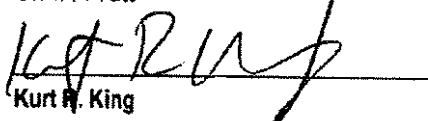
7. **Governing Law; Severability.** This Mortgage shall be governed by the laws of Minnesota. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision.

8. **Additional Terms.** Check this box ☐ if Minnesota Uniform Conveyancing Blank 20.2.1 or any other addendum (either one or more) containing additional terms and conditions is attached to this Mortgage. If the foregoing box is not checked, then this Mortgage shall not contain any such additional terms and conditions. The number of additional attached pages is [insert number of pages in addendum]. Terms of this Mortgage will run with the Property and bind the parties hereto and their successors in interest.

Borrowers



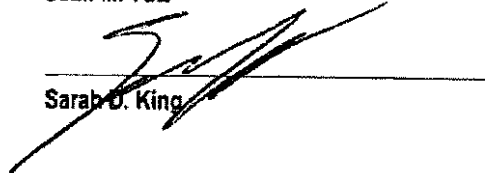
Orrin F. Tutt



Kurt R. King



Joan M. Tutt

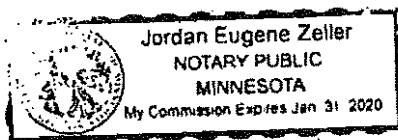


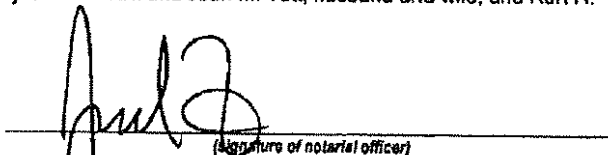
Sarah D. King

State of Minnesota, County of Karabec

This instrument was acknowledged before me on December 26, 2017, by Orrin F. Tutt and Joan M. Tutt, husband and wife, and Kurt R. Tutt and Sarah D. Tutt, husband and wife.

(Stamp)





(Signature of notarial officer)

Title (and Rank): Notary Public

My commission expires: 1/31/2020

(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Daniel W. Blake
Attorney At Law
PO Box 140
Pine City, MN 55063

Note: Failure to record or file this mortgage may give other parties priority over this mortgage.

ATLAS ABSTRACT & TITLE, INC.
204 South 8th Street, Brainerd MN 56401
(218) 828-3910 (p)
info@atlasabstract.com

3/5/2021

TO: Michael Wimmer

FROM: Amy Moody

MILLE LACS COUNTY

PAGES:

FAX:

FAX: 218-828-3911

PHONE:

PHONE: 218-828-3910

EMAIL: Michael.wimmer@millelacs.mn.gov

CC:

RE: Satisfaction Request – Tutt, Orin and Joan

COMMENTS:

Loan No: 9067496741

Borrower: Orin F. Tutt and Joan M. Tutt

Property Address: 27358 MN 18, Garrison, MN 56450

Good Morning,

Please prepare a satisfaction of mortgage for number 13 on the attached information.
Please fax/email a copy of the satisfaction of mortgage before mailing the original to the county for recording.

Thank you

Amy Moody

- ☐ Urgent
- ☐ Please review
- ☐ Please comment
- ☐ For your records

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If an Owner's Policy of Title Insurance is not ordered at the closing, Company's "Notice of Availability of Owner's Title Insurance" form must be signed by the mortgagors.
6. Company's "Affidavit of Purchaser" executed by Buyers.
7. Company's "Affidavit of Seller" executed by Sellers.
8. Well Disclosure Certificate; or else a deed which contains the following statement: "The Seller certifies that the Seller does not know of any well on the described property".
9. Warranty Deed from Orrin F. Tutt and Joan M. Tutt, husband and wife, to Sarah D. King. (Parcel A)
10. Warranty Deed from Sarah D. King, and spouse if any, to Jason R. Bahr and Carla Bahr, husband and wife, as joint tenants. (Parcel A & B)
11. Mortgage Deed in the amount of \$292,500.00, naming Jason R. Bahr and Carla Bahr, husband and wife, as mortgagor and naming proposed insured as mortgagee. (Parcel A & B)
12. Mortgage Deed in the amount of \$202,500.00, naming Jason R. Bahr and Carla Bahr, husband and wife, as mortgagor and naming proposed insured as mortgagee. (Parcel A & B)
13. *open*
1/26 Reg
14.1 Satisfaction of Mortgage dated December 26, 2017, filed January 29, 2018 as Document No. 899563 executed by Orrin F. Tutt and Joan M. Tutt, husband and wife, Kurt R. King and Sarah D. King, husband and wife to Mille Lacs County to secure \$100,000.00. (Parcel A)
14. Subject to the terms and conditions of the Contract for Deed dated November 29, 2017, filed December 5, 2017 as Document No. 897474 executed by Orrin F. Tutt and Joan M. Tutt, husband and wife to Kurt R. King and Sarah D. King, husband and wife, as joint tenants. (Parcel A)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Atlas Abstract & Title Inc.

204 S. 8th St, Brainerd, MN 56401 • Phone: (218)828-3910 Fax: (218)828-3911
www.atlasabstract.com • Info@atlasabstract.com

MORTGAGE PAYOFF TRANSMITTAL

Dec. 4
~~October~~, 2020

Mille Lacs County
 ATTN: Mike Wimmer, 635 2nd Street SE
 Mille Lacs, MN 56353

Attention: Mortgage Loan Pay-off Department

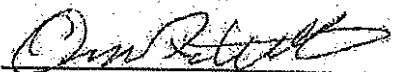
RE: Loan No.:
 Borrower: **Orrin F. Tutt and Joan M. Tutt**
 Address: **27358 MN 18, Garrison, MN 56450**

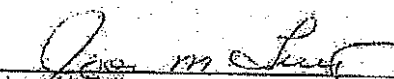
Enclosed is a check in the amount of \$100,000.00 representing payment in full of your mortgage on the above property, including interest to.

Please forward a Satisfaction of Mortgage to our office or directly to the county for recording. The property is located in Crow Wing County and the original recording information is as follows:

Mortgage dated December 26, 2017 filed January 29, 2018, as Doc. No. 899563, executed by Orrin F. Tutt and Joan M. Tutt, husband and wife, Kurt R. King and Sarah D. King, husband and wife to Mille Lacs County to secure \$100,000.00.

The undersigned borrower(s) hereby instruct you to close out the above referenced account. Please file satisfaction as directed above and forward all other repayment instruments, overages and escrow balances to our forwarding address listed below.


 Orrin F. Tutt


 Joan M. Tutt

Forwarding Address:

Phone No.: (218) 851-3317

Sincerely,
 Atlas Abstract & Title, Inc.

Jodi Dambow
 Closing Agent
 File No.: I-48448

Enclosure: (1 check)

PO BOX 75
 GARRISON, MN 56450

Mortgage Payoff Transmittal

I-48448

(Top 3 inches reserved for recording data)

**MORTGAGE SATISFACTION
by Business Entity**

Minnesota Uniform Conveyancing Blanks
Form 20.5.2 (2011)

DATE: March 17, 2021
(month/day/year)

THAT CERTAIN MORTGAGE owned by the undersigned, a Minnesota body politic under the laws
of Minnesota, dated December 26, 2017, executed by Orrin F. Tutt and Joan M. Tutt, husband and wife; and Kurt R. King and Sarah D. King, husband and wife
(month/day/year)
(insert name of mortgagor)

as mortgagor, to Mille Lacs County

as mortgagee, and recorded on January 29, 2018, as Document Number 899563 (or in Book)
(month/day/year)

of Page , in the Office of the ☒ County Recorder ☐ Registrar of Titles of Crow Wing
(check the applicable boxes)

County, Minnesota, is with the indebtedness thereby secured, fully paid and satisfied.

Mille Lacs County

(name)

By: David Oslin

(signature) David Oslin

Its: Chairperson, Board of Commissioners

(type of authority)

By: Holly Wilson

(signature) Holly Wilson

Its: Interim County Administrator

(type of authority)

State of Minnesota, County of Mille LacsThis instrument was acknowledged before me on April 16, 2021, by David Oslin
(month/day/year) (name of authorized signer)as County Board Chairperson
(type of authority)and by Holly Wilson
(name of authorized signer)as Interim County Administrator of Mille Lacs County
(type of authority) (name of party on behalf of whom the instrument was executed)[Signature]
(signature of notarial officer)Title (and Rank): Notary PublicMy commission expires: 1/31/22
(month/day/year)THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)Mille Lacs County Economic Development
Historic Courthouse
635 2nd Street Southeast
Milaca, MN 56353

Requested Meeting Date: 04/06/21
(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration:

Consider Camp Registration Fees

Consent Agenda

- ☒ Approve/Deny Motion ☐ Information Only
☐ Schedule Public Hearing*
**provide sample notice that will run in paper*

Regular Agenda – Estimate Time Needed: _____ minutes

- ☐ Approve/Deny Motion ☐ Discussion Item
☐ Direction Requested ☐ Hold Public Hearing*
☐ Presentation of Information
**provide copy of hearing notice that was published*

Submitted by:

Suzanne Lehwica

Department:

CVS

Who will attend the meeting and be able to respond to questions? Give name and title:
Suzanne Lehwica, Assistant Director MLCCVS

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

Approve up to \$4,000 to support children at risk in attending and participating in various camps. These camps will assist children at risk by providing them educational opportunities they would not otherwise have. Children will learn skills including but not limited to; physical education skills, social skills, leadership and friendship skills, budgeting and cooking skills. MN DHS has approved utilization of funds like PSOP, respite care funds and mental health funds for camps for children at risk.

Alternatives/Options/Comments:

MLCCVS will access all other available funds before utilizing approved Camp funds.

Recommended Action/Motion:

Recommend approval.

Financial Impact:

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

What is the total cost, including tax and shipping? \$4,000

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: _____

Requested Meeting Date: 04/06/21

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

Title of Item for Consideration: Consider Small Cities Development Program Grant Administration Contract with Lakes & Pines CAC	
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: 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 Mille Lacs County Board of Commissioners approval of the Small Cities Development Program Grant Administration contract with Lakes & Pines CAC. This agreement authorizes Lakes & Pines CAC to provide technical and administrative assistance to Mille Lacs County in carrying out Small Cities Development Program in the cities of Pease & Foreston. Program administration funds are included from the Minnesota Department of Employment & Economic Development in the Small Cities Development Program grant award.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve Small Cities Development Program Contract Agreement with Lakes & Pines CAC	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$58,650.00 Are funds available in the budget? ☒ Yes ☐ No If no, please explain: \$58,650.00 - DEED	
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.) Agreement	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

**CONTRACT AGREEMENT FOR ADMINISTRATION OF THE
SMALL CITIES DEVELOPMENT PROGRAM
BY AND BETWEEN MILLE LACS COUNTY, MINNESOTA AND
LAKES AND PINES C.A.C., INC. OF MORA, MINNESOTA**

I. Identity of Parties:

The parties to this contract shall be the County of Mille Lacs, located within the state of Minnesota hereinafter referred to as "County" and Lakes and Pines Community Action Council, Inc. of Mora, Minnesota hereinafter referred to as "Lakes and Pines".

II. Duration:

The County agrees to contract with Lakes and Pines for services described in Section III below for a minimum of thirty (30) months commencing on June 29, 2020 through December 31, 2023, unless the contract is extended by mutual agreement between the County and Lakes and Pines.

III. Duties and Responsibilities:

This contract agreement provides for technical and administrative assistance to the County in carrying out the rehabilitation activities under the Small Cities Development Program grant awarded to the County by the Department of Employment and Economic Development.

This technical and administrative assistance to be provided to the County by Lakes and Pines shall include the following:

1. Maintenance of all records.
2. Compliance with all environmental, labor standards and civil rights requirements.
3. Preparation of correspondence and reports to the Department of Employment and Economic Development of the State of Minnesota.
4. Completion of all the Small Cities Development Program grant conditions and submitting required documentation of those conditions to the Department of Employment and Economic Development.
5. Preparation of all contracts for services of rehabilitation.
6. Preparation of all documents and forms needed to make rehabilitation loans and grants.
7. Distribution of public information about the County of Mille Lacs Small Cities Development Program to citizens.
8. Determination of the eligibility of properties and property owners for rehabilitation loans and grants.

9. Submission of progress reports to the County and the Department of Employment and Economic Development on the County of Mille Lacs Small Cities Development Program activities, as requested.
10. Processing participant applications by obtaining supplemental data.
11. Conducting property inspections with special attention to:
 - a. Health and safety factors
 - b. Energy conservation
 - c. Preservation of basic structure
12. Preparation of inspection write-ups on needed and eligible rehabilitation work.
13. Duplication of write-ups and other necessary papers for property owners and contactors.
14. Providing property owners with a listing of contractors that have licenses and insurance on file with Lakes and Pines.
15. Reviewing bids for completeness, accuracy and fair costs. Identifying acceptable bid(s).
16. Conducting initial, interim and final inspections during the rehabilitation process.
17. Obtaining appropriate signatures on required completion papers that will be delivered or mailed to person(s) authorized to make final payment.
18. Allowing appropriate annual audits and performing the close-out of the County of Mille Lacs Small Cities Development Program as required by the Minnesota Department of Employment and Economic Development.

IV. Compensation:

Certain funds are available for administration purposes. An operating budget and fiscal procedures document have been prepared and are acceptable to both the County and Lakes and Pines, and shall become a part of this contract. Lakes and Pines agrees to perform all services for a cost not to exceed \$58,650.00 the amount designated by the Department of Employment and Economic Development for program administration, and \$16,000.00 in-kind services from the County.

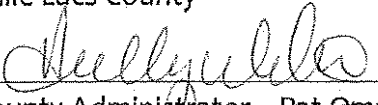
V. General Terms:

1. Services specified in Section III of this contract may be subcontracted by Lakes and Pines with the prior approval of the County.
2. The contract shall be subject to modification at any time provided there is mutual agreement in writing between Lakes and Pines and the County on the proposed modifications.

3. The contract shall be subject to termination provided that the respective party (Lakes and Pines or the County) be given 60 days written notice.
4. Compliance with Regulations. Lakes and Pines and the County ensure that the applicable state and federal acts or regulations listed in the Grant Agreement with the State of Minnesota are complied with.
5. The County shall not be responsible for the activities of employees of Lakes & Pines, its agents, assigns, or contractors performing the work on the Small Cities Development Program project.
6. Lakes & Pines shall defend, indemnify and hold harmless the County, its members, officers, and employees from all liability and claims for damages arising from bodily injury, death, property damage, sickness, disease, or loss and expenses resulting from or alleged to result from Lakes & Pines' operation under this contract.
7. Lakes & Pines shall not be responsible for the activities of employees of the County, its agents, assigns, or contractors performing the work on the Small Cities Development Program project.
8. The County shall defend, indemnify and hold harmless Lakes & Pines, its members, officers, and employees from all liability and claims for damages arising from bodily injury, death, property damage, sickness, disease, or loss and expenses resulting from or alleged to result from the City's operation under this contract.

IN WITNESS, WHEREOF, Lakes and Pines has caused this contract to be duly executed in its behalf and the County has caused the same to be duly executed on its behalf;

Mille Lacs County


County Administrator -- ~~Pat Oman~~
Holly Wilson

4/6/2021
Date

Michael Wimmer – Economic Development
Manager

Date

Lakes and Pines Community Action Council, Inc.

Board Chair – Brad Larson

Date

Executive Director- Robert Benes

Date

Board Agenda Request Form

Board of County Commissioners

Requested Meeting Date: 04/06/21

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

Title of Item for Consideration:

Consider Appointing County Extension Committee Members

Consent Agenda

☒ Approve/Deny Motion ☐ Information Only

☐ Schedule Public Hearing*

*provide sample notice that will run in paper

Regular Agenda – Estimate Time Needed: _____ minutes

☐ Approve/Deny Motion

☐ Discussion Item

☐ Direction Requested

☐ Hold Public Hearing*

☐ Presentation of Information

*provide copy of hearing notice that was published

Submitted by:

Susanne Hinrichs, U of M Extension Regional Director

Department:

Mille Lacs County Extension Office

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

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

Minnesota State Statute 38:33-38 directs counties to maintain a County Extension Committee to serve as an advisory committee to the County Extension Office. Three vacancies exist on the committee for which the following appointments are requested.

Two appointments from District 4 recommended by Commissioner Tellinghuisen. Maggie Kuchenbaker, of Borgholm Township, to complete a vacancy 4.2021 to 12.2022 and Linda Evans, of Bogus Brook Township, for a 3-year term ending 12.2023.

One appointment from District 5 recommended by Commissioner Oslin. Bruce Montplaisir, of Kathio Township, for a 3-year term ending 12.2023.

Alternatives/Options/Comments:

Recommended Action/Motion:

Approve appointments to the County Extension Committee.

Financial Impact:

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

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

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: _____

Requested Meeting Date: 04/06/21

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

Title of Item for Consideration:

Consider Payment Due on County Ditch 4 Tree Removal Contract

Consent Agenda

- ☒ Approve/Deny Motion ☐ Information Only
☐ Schedule Public Hearing*
**provide sample notice that will run in paper*

Regular Agenda – Estimate Time Needed: _____ minutes

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

**provide copy of hearing notice that was published*

Submitted by:

Chris Berg

Department:

Environmental Resources

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

Chris Berg, Environmental Resources Director/Land Commissioner

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

Reliable Tree Service was awarded the contract for tree and brush removal along County Ditch 4 for a total sum of \$750,000.00. To date, \$498,795.57 has been paid for their services.

The contractor has completed the tree removal meeting the terms of the contract, and the work was inspected and found to be acceptable. \$251,204.43 is due to be paid to fulfill the terms of the contract.

Alternatives/Options/Comments:

Recommended Action/Motion:

Approve motion to pay balance due of \$251,204.43 on contract for tree removal on County Ditch 4.

Financial Impact:

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

What is the total cost, including tax and shipping? \$251,204.43

Are funds available in the budget? ☐ Yes ☒ No If no, please explain: Funds were bonded and costs assessed to beneficiaries

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.)

Invoice from Reliable Tree Service

+

Board action: (for use by Recording Secretary)

☐ Approved ☐ Denied ☐ Tabled: _____



PO Box 32 - Cambridge, MN 55008

Phone: 763-691-1979 - Fax: 763-691-1979 - lynnreliabletree@aol.com

INVOICE

Bill To:

Mille Lacs County
635 - 2nd Street SE
Milaca, MN 56353

Invoice #: 21033

Date: 3/4/2021

Due Date: 4/3/2021

Terms: Net 30

Project Title: County Ditch #4

Location: Mille Lacs County, MN

Description of Services	Qty.	Unit Price	Total
CD4 Corridor Tree Removal, Lump Sum *Final Draw		251,204.43	251,204.43

NOTE: Quantities approved as per Dilan Christiansen. We previously billed out \$498,795.57 total.

Customer is responsible for any applicable sales tax.

Subtotal: \$251,204.43

Sales Tax: (6.875%) \$0.00

Total: \$251,204.43

Payments/Credits: \$0.00

Balance Due: \$251,204.43

Thank you for your business!

Requested Meeting Date: 04/06/21

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

Title of Item for Consideration: Consider Payment for Tree Removal and Demolition at ORV Park	
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: Chris Berg	Department: Environmental Resources
Who will attend the meeting and be able to respond to questions? Give name and title: Chris Berg, Environmental Resources Director/Land Commissioner	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Rum River Ranch Enterprises, Inc. was awarded the contract for tree removal and demolition of structures to make way for the access and parking area at the ORV Park for a total sum of \$2,500.00. The contractor has completed the tree removal and demolition meeting the terms of the contract, and the work was inspected and found to be acceptable. \$2,500.00 is due to be paid to fulfill the terms of the contract.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve motion to pay balance due of \$2,500.00 for tree removal and demolition at the ORV Park	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$2,500.00 Are funds available in the budget? ☐ Yes ☒ No If no, please explain: Funds will be reimbursed by grant dollars	
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.) Invoice from Rum River Enterprises, Inc.	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

Rum River Ranch Enterprises, Inc.

R & R Septic/R & R Firewood/Just Poor Farmers
 11603-290th Street
 Onamia, MN 56359
 320-339-1890/rstraka@hotmail.com

CUSTOMER'S ORDER NO.	PHONE	DATE 7/29/20
NAME MILLE LACS COUNTY ENVIRONMENTAL		
ADDRESS RESOURCES ATTN: DILAN CHRISTIANSEN		
635 2ND ST SE MILACA MN		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT	RON
QTY.	DESCRIPTION					PRICE	AMOUNT
1	DEMO DISPOSAL (LUMP SUM)						500.00
1	TREE REMOVAL (LUMP SUM) LOCATION: MILLE LACS COUNTY/MN 4WDA ORV AREA, 30204 U.S. HIGHWAY 169 ONAMIA MN 						2000.00
RECEIVED BY						TAX TOTAL	2500.00

All claims and returned goods MUST be accompanied by this bill.

9322

Thank You

Requested Meeting Date: 04/06/21

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

Title of Item for Consideration:

Consider Full System Septic Designs/Permit Applications to be Submitted Prior to April 15, 2021

Consent Agenda

- ☒ Approve/Deny Motion ☐ Information Only
☐ Schedule Public Hearing*
**provide sample notice that will run in paper*

Regular Agenda – Estimate Time Needed: _____ minutes

- ☐ Approve/Deny Motion ☐ Discussion Item
☐ Direction Requested ☐ Hold Public Hearing*
☐ Presentation of Information
**provide copy of hearing notice that was published*

Submitted by:

Chris Berg

Department:

Environmental Resources

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

Chris Berg, Environmental Resources Director/Land Commissioner

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

Mille Lacs County Ordinance No.: ADMN-07, Mille Lacs County Subsurface Sewage Treatment System Ordinance, Article 4, 402 (3) states "With the exception of holding tanks, no designs will be accepted during the period between November 1st and April 15th of the subsequent year, unless the County determines that weather and site conditions are appropriate for accurate soil verifications."
Staff and the Mille Lacs County Board of Commissioners have determined that many areas of the County have site conditions appropriate for accurate soil verifications.
All soil verifications for designs, and during County inspections, must still comply with MN Rules Chapter 7080.1720. Specifically, all soil observations must be evaluated under adequate light conditions with the soil in a moist unfrozen state.

Alternatives/Options/Comments:

Recommended Action/Motion:

Approve motion to allow full system septic designs/permit applications to be submitted prior to April 15, 2021.

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.)

Board action: (for use by Recording Secretary)

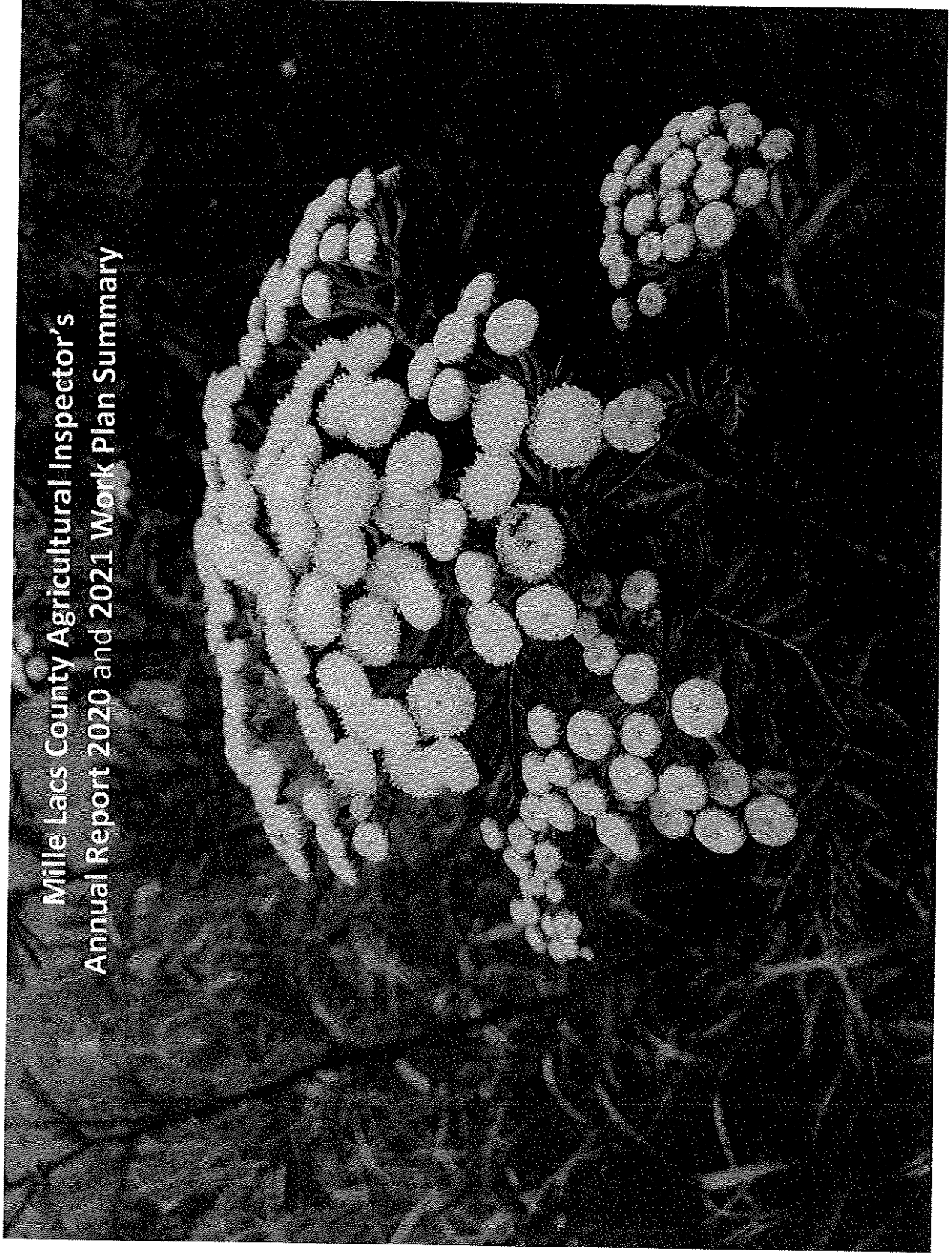
☐ Approved ☐ Denied ☐ Tabled: _____

Requested Meeting Date: 04/06/21

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

Title of Item for Consideration: Consider County Ag Inspector 2020 Report and 2021 Plan of Work	
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: Susan Shaw, SWCD District Administrator	Department: Mille Lacs Soil & Water Conservation District
Who will attend the meeting and be able to respond to questions? Give name and title: Susan Shaw - SWCD District Administrator and Lynn Gallice - SWCD Co Ag Inspector	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): A County Ag Inspector (CAI) shall be responsible for enforcement of the MN Noxious Weed Law MN 18.81 subd. 1a. and must specify additional responsibilities subd. 1b. Additional duties fulfilled by the SWCD acting in the role of CAI are seed samplings, pesticide applicator test administration, publishing required notices, submitting required reports, attending training, and acting as the primary contact for plant biological control. The work plan designates 300 hours to accomplish these activities. This is the Co Ag Inspector Work Plan summarizing the 300 hours of work planned.	
Alternatives/Options/Comments: The County has the option to recommend additional duties for invasive plant management, feed and fertilizer sampling, plant and insect pest management, or duties if requested by the MN Commissioner of Agriculture.	
Recommended Action/Motion: Approve the 2021 plan of work.	
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.) Co Ag Inspector 2020 report and 2021 plan of work	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

Mille Lacs County Agricultural Inspector's Annual Report 2020 and 2021 Work Plan Summary



*** MN Statute 18.81 DUTIES OF INSPECTORS AND COUNTY-DESIGNATED EMPLOYEES.**

Subdivision 1. [Repealed, 2009 c 94 art 1 s 107]

Subd. 1a. **Duties; county agricultural inspectors and county-designated employees.** The county agricultural inspector or county-designated employee shall be responsible for:

- (1) the enforcement provisions under sections 18.78(*control or eradication of noxious weeds*), 18.82(*transportation of noxious weed propagating parts in infested material*), 18.83(*control; eradication; notices; expenses*), 18.84(*liabilities; appeals*), 18.86 (*unlawful acts*) and 18.87(*penalty*); and
- (2) providing a point of contact within the county for noxious weed issues.

Subd. 1b. **County agricultural inspectors.** In addition to the mandatory duties specified in subdivision 1a, the county board must specify the responsibilities of the county agricultural inspector in the annual work plan. The responsibilities may include:

- (1) to see that sections 18.76 to 18.91 (*noxious weed law*) and rules adopted under those sections are carried out within the inspector's jurisdiction;
- (2) to see that sections 21.80 to 21.92 (*seed law*) and rules adopted under those sections are carried out within the inspector's jurisdiction;
- (3) to see that sections 21.71 to 21.78 (*screenings act*) and rules adopted under those sections are carried out within the inspector's jurisdiction;
- (4) to participate in the control programs for invasive plant species, feed, fertilizer, pesticide, and plant and insect pests when requested, in writing, to do so by the commissioner;
- (5) to participate in other agricultural programs under the control of the commissioner when requested, in writing, by the commissioner to do so;
- (6) to administer the distribution of funds allocated by the county board to the county agricultural inspector for noxious weed control and eradication within the county;
- (7) to submit reports and attend meetings that the commissioner requires;
- (8) to publish a general weed notice of the legal duty to control noxious weeds in one or more legal newspapers of general circulation throughout the county; and
- (9) to be the primary contact in the county for all plant biological control agents.

Mille Lacs County CAI Position

2020 Report

*M.S 18.81 Subd. 1b.	RESPONSIBILITIES	ACTIVITIES/GOALS	MLC ROLE	SWC D ROLE	PLAN HRS	ACTU AL HRS
Admin	(7.8) Publish Notices, Submit Reports & Attend Meetings	May 15 general notice in legal paper Annual survey of weed managers & weed control report to MDA EDDsMap weed location data reporting to MDA Attended remote District 2 meetings. Annual Conference was to be hosted by Dist.2. Planning was done by staff but the Conference was cancelled due to COVID-19.	X	LG	8	
	(6) Administer grant funds	Coordinated application goals with MLC and/or other jurisdictions interested in grant funding. Track time and expenses. Coordinate outcomes reporting to MDA.	X	CF/LG CF/LG	2 48	
	(2) Seed (21.80-21.92)	The CAI's objective is to coordinate with MDA to inspect a sufficient number of seed retail facilities, sample a sufficient number of seed lots, review as many seed advertisements as possible, and take appropriate enforcement action, whenever possible, in order to provide effective and uniform administration of the seed law and rules. Seed sampling was not done in 2020 due to COVID-19	X	SS/M K	10	48
Seed/Pesticide Testing	(3) Screenings (21.71-21.78)	N/A		CF	8	
	(4) Control programs when requested in writing by Cmsr of Ag (listed below)	N/A N/A N/A No Applicator License testing was done due to COVID-19. Anyone requesting testing was referred to other locations that continued to offer testing during COVID-19. Stearns County offered on-line testing with immediate results and Kanabec County offered in-person testing.				
	(5) Other programs requested in writing	N/A		MK	16	
Management	(1) Noxious Weed (18.76-18.91)	Coordinate an annual mgmt plan with MLC Define goals and purpose for a written IRVM plan update that will guide the type of written document update if needed. i.e. public info vs. land manager guidance. Winter: Review gps data on noxious weeds on Co & Twp roads and compare with past 15 years knowledge and data. Winter: Identify any questions weed managers would like answered county-wide that can be tracked this weed season.	X	SS	10	5
	Noxious weed mgmt. effectiveness assessment		X	SS	8	
				MK	8	

4.11

*M.S 18.81 Subd. 1b.	RESPONSIBILITIES	ACTIVITIES/GOALS	MLC ROLE	SWC D ROLE	PLAN HRS	ACTU AL HRS
Management	Local Land Mgr Weed Meeting	Spring: Host the annual local weed manager meeting (spring) using a format designed to encourage open discussion amongst all stakeholders. The annual local weed manager meeting was not held due to COVID-19. Staff produced 10 e-newsletters during the season to keep land managers informed and up-to date on weed control timelines. While no Palmer amaranth has been identified in Mille Lacs County to date, early detection is crucial to successful eradication. Widespread local awareness is necessary for early detection and eradication. Multiple stakeholder participation will have the greatest sustainable impact on awareness. County newsletter, website, social media can also be utilized to share information with citizens.	X	MK/S S	24	
	Palmer amaranth <u>surveillance</u> Palmer amaranth <u>outreach</u>			CF MK	20 20	
Control	(1)	Noxious Weed Control Coordination: A CAI's objective is to see that all lands within the county are inspected for noxious weeds annually and obtain as high a level of voluntary compliance as possible. Cooperation from local governments in the inspection and enforcement of the noxious weed law is necessary in order to maximize the level of voluntary compliance. If voluntary compliance is not achieved, established enforcement procedures are to be used to obtain uniform compliance with the law in the county.		SS LG CF	76	
	(9)	Noxious weed enforcement Primary Contact for Plant Bio Control	X X X X X	CF/LG LG	22 20	
TOTAL HRS					300	187

Fewer hours were spent in 2020 than initially planned due to the public health emergency. Group trainings were canceled, pesticide license testing was done remotely by the state and seed sampling was canceled etc.

4.11

The following jurisdictions in Mille Lacs County were surveyed to understand the level of effort and funding spent on noxious or invasive weed management.



Japanese Knotweed was treated with herbicide at a home in Wahkon. Japanese Knotweed is highly invasive and difficult to control. It was planted as an ornamental shrub and has been spotted in a few yards in the Wahkon area.

City Data

# of cities reporting:	5 of 8
# of landowner contacts:	2
# of official violations:	0
# of times control hired:	0
Cost of mowing for weed control	\$700
Cost of spraying for weed control	0

Township Data

# of Townships reporting	11 of 17
# of landowner contacts	2
# of official violations	0
# of times control hired	2
Cost of mowing for weed control	\$14,906
Cost of spraying for weed control	\$7,131

WMA Data

# of WMAs reporting	2
Cost of mowing for weed control	\$1,150
Cost of spraying for weed control	\$300

State Parks

# of State Parks reporting	0
Cost of mowing for weed control	0
Cost of spraying for weed control	0

MN DOT DATA

# of Ag Inspector contacts to MN DOT	1
Cost of all weed control in MLC	\$35,605

Mille Lacs County/CAI Data

# of landowner contacts	9
Cost of mowing for weed control	\$11,418
Cost of herbicide applications	0
# of Utility permits reviewed for weeds	93
# of leafy spurge beetles released	0

Notes: No official violation notices were served, all landowners complied after friendly request.

4.11

Mille Lacs County CAI Position

2021 Work Plan

INSTRUCTIONS: Submit the completed report to the Board of County Commissioners and to the area field representative of MN Association of County Ag Inspectors by June 1.

*M.S 18.81 Subd. 1b.	RESPONSIBILITIES	ACTIVITIES/GOALS	MLC ROLE	SWCD ROLE	PLAN HRS	%
Admin	(7,8) Publish Notices, Submit Reports & Attend Meetings	May 15 general notice in legal paper Annual survey of weed managers & weed control report to MDA EDDsMap weed location data reporting to MDA MN Association annual training is tentatively planned for July 19-21, depending on COVID-19 status. District 2 meetings will be remote until further notice.	X	LG	12	20%
	(6) Administer grant funds	Coordinate application goals with MLC and/or other jurisdictions interested in grant funding. Track time and expenses. Coordinate outcomes reporting to MDA.	X	SS	24	
	(2) Seed (21.80-21.92)	Staff will reach out to Mille Lacs County and the townships to let them know if they have any projects that involve purchasing and planting grasses that we can work with them to sample these mixes to ensure the seed matches the label requirements.		CF	8	5%
Seed/Pesticide Testing	(3) Screenings (21.71-21.78)	N/A				
	(4) Control programs when requested in writing by Cmsr of Ag (listed below)	N/A				
	Invasive plant species, Feed, Fertilizer, Plant & Insect pests Pesticide	Monitor applicator license tests for local commercial/non-commercial businesses. Testing will not be possible until all COVID restrictions are lifted. On-line testing with immediate test results is available in Sterns County.		LG	6	
(5) Other programs requested in writing		N/A				
(1) Noxious Weed (18.76-18.91)	Annual mgmt planning	Coordinate an annual mgmt plan with MLC	X	SS/LG	16	26%
Management	Local Land Migr Weed Meeting	<u>Spring:</u> Plans to host the annual local weed manager meeting were canceled due to covid-19. The goal was to use a format designed to encourage open discussion amongst all stakeholders. Invite specialist speakers to review weeds of concern, mgmt methods and roles. Invite volunteer presenters from MLC and/or Townships who have active weed management plans and goals pertinent to the agenda focus.	X	LG/SS	0	
	Noxious weed mgmt. outreach and timed, targeted control updates	Regular email updates will be provided to area weed managers about the emergence, development, and recommendations for the timing of successful control for each targeted noxious weed of local concern as well as ID info, photos and control info on other noxious weeds of concern in Mille Lacs County. The assistant CAI will encourage all weed managers and County mowing staff to meet on site to discuss specific weed issues.		LG	44	
		<u>Winter:</u> Identify any questions weed managers would like answered county-wide that can be tracked this weed season.		LG	5	

4.11

*M.S.18.81 Subd. 1b.	RESPONSIBILITIES	ACTIVITIES/GOALS	MLC ROLE	SWCD ROLE	PLAN HRS	%
	Palmer amaranth <u>surveillance & outreach</u>	While no Palmer amaranth has been identified in Mille Lacs County to date, early detection is crucial to successful eradication. Early detection will have the greatest chance of success with multiple stakeholders participating in early detection. The CAI will identify who in the community is most likely to come across and recognize palmer amaranth when it arrives. The CAI will provide identification of palmer amaranth. County newsletter, website, social media can also be utilized to share information with citizens.		LG	10	
		Provide roadside noxious weed management recommendations to all weed managers. (The SWCD prefers non-chemical vegetation management but provides management options for both chemical or non-chemical management.) Activities include scouting County and Township roads for noxious weeds and working with land managers to achieve control. Review weed location & management information when providing MLC utility permits	X	CF	35	
(1)	Noxious Weed Control Coordination: A CAI's objective is to see that all lands within the county are inspected for noxious weeds annually and obtain as high a level of voluntary compliance as possible. Cooperation from local governments in the inspection and enforcement of the noxious weed law is necessary in order to maximize the level of voluntary compliance. If voluntary compliance is not achieved, established enforcement procedures are to be used to obtain uniform compliance with the law in the county.	Spring: Leafy spurge is perennial, spreads by root and seed, flowers May & June but mowed stems may flower later. It is most heavily established in the southern six townships. Patches are small and scattered intermittently to the north. Biological control is used whenever possible. Summer: Wild Parsnip, Tansy, Spotted knapweed and Thistle Wild Parsnip reproduces only by seed and can be controlled by carefully timing mowing prior to flowering, typically prior to July 1. Tansy is perennial and spreads by root and seed. Spotted knapweed spreads by seed which develops at ground level if mowed but is a candidate for biological control. Canada thistle is perennial, spreads by root and seed, and is endemic throughout the county. It appears with soil disturbance and is prevalent in years with favorable growing conditions. Summer: Respond to complaints about noxious weeds. Work through local weed managers to enforce control. Summer: Monitor status of existing releaser sites, identify future needs. Work with MDA to receive bio-control for release on appropriate sites.	X X X			
(9)	Noxious weed enforcement Primary Contact for Plant Bio Control			LG	25	
				LG	10	
TOTAL ESTIMATED HRS						300

Signatures: Susan Shaw, SWCD District Administrator

Deaf Adin
Chairperson, Board of Commissioners (or Authorized Representative)

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 04/06/21

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

Title of Item for Consideration: Consider Renewal of Lumen Viper System Maintenance Contract	
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: Andy Beckstrom	Department: Sheriff's Office
Who will attend the meeting and be able to respond to questions? Give name and title: Andy Beckstrom, PSAP Manager	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Renewal of maintenance service contract with Lumen for the Viper phone system used in dispatch.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve contract.	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$24,655.58 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.) Copy of contract	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

This Master Service Agreement ("Agreement") is between CENTURYLINK COMMUNICATIONS, LLC ("CenturyLink") and MILLE LACS COUNTY ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from CenturyLink.

1. **Term.** The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Term").

1. **Service.** CenturyLink will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). The following Service Attachments, if any, are initially attached and incorporated into the Agreement. At CenturyLink's discretion, additional Service Attachments may be added by Amendment or by Customer placing an Order.

- **Sales/Installation/Maintenance Service Schedule**

2. **Order(s).** Customer may submit requests for Service in a form designated by CenturyLink ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice. CenturyLink will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by CenturyLink's continuation of Service. For moves, adds or changes agreed to by CenturyLink, Customer will pay CenturyLink's then current charges unless otherwise specifically stated in a Service Attachment.

3. **Billing and Payment.**

3.1 **Commencement of Billing.** Unless otherwise set forth in a Service Attachment, CenturyLink will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies CenturyLink within three days after delivery of the Connection Notice that Service is not functioning properly, CenturyLink will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer for the Service, and Customer will pay such charges.

3.2 **Payment of Invoices and Disputes.** Unless otherwise set forth in a Service Attachment, invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to CenturyLink must be made via an ACH transfer or any CenturyLink approved payment portal (e.g., CenturyLink Control Center) in the currency stated on the invoice. CenturyLink may charge administrative fees where Customer's payment and invoice preferences deviate from CenturyLink's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). CenturyLink may charge Customer reasonable attorneys' fees and any third-party collection costs CenturyLink incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after CenturyLink provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

3.3 **Taxes and Fees.** Excluding taxes based on CenturyLink's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), whether imposed on CenturyLink or a CenturyLink affiliate, along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). Some Taxes and Fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to CenturyLink, then, notwithstanding anything to the contrary in this Agreement, the gross amount payable by Customer will be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by CenturyLink will not be less than CenturyLink would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present CenturyLink with an exemption certificate eliminating CenturyLink's liability to pay certain Taxes and Fees. The exemption will apply prospectively.

3.4 **Non-Appropriations.** Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring any termination charges by giving CenturyLink not less than 30 days' prior written

notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

3.5 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after CenturyLink's notice requesting renegotiation, CenturyLink may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If CenturyLink does so, Customer may terminate the affected Service on notice to CenturyLink delivered within 30 days of the cost increase taking effect.

3.6 Cancellation and Termination Charges. Unless otherwise set forth in a Service Attachment:

(a) Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink a cancellation charge equal to the sum of: (1) for "off-net" Service, third party termination charges for the cancelled Service; (2) for "on-net" Service, one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer's default, Customer will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

4. Default. If (a) Customer fails to make any payment when due and such failure continues for five business days after CenturyLink's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 6.1 (Damages Limitations) and 6.3 (Service Levels), pursue any remedies it may have at law or in equity.

5. Liabilities and Service Levels. The remedies and limitations of liability for any claims arising between the parties are set forth below and, as may be applicable, in the Tariff, regulation, or statute.

5.1 Damages Limitations. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or Service Attachment. UNLESS OTHERWISE SET FORTH IN A SERVICE ATTACHMENT. CUSTOMER'S EXCLUSIVE REMEDIES FOR CLAIMS WILL BE LIMITED TO THE TOTAL MRCs OR USAGE CHARGES PAID BY CUSTOMER TO CENTURYLINK FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. CENTURYLINK'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM ERRORS, INTERRUPTIONS, DEFECTS, FAILURES, OR MALFUNCTIONS OF ANY SERVICE OR ANY PART THEREOF CAUSED BY THE NEGLIGENCE OF CENTURYLINK WILL NOT EXCEED THE GREATER OF \$50.00 OR AN AMOUNT EQUIVALENT TO THE PRO RATA CHARGES FOR THE SERVICE AFFECTED DURING THE TIME THE SERVICE WAS FULLY OR PARTIALLY INOPERATIVE. FURTHER CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. IN ADDITION, CENTURYLINK WILL NOT BE LIABLE FOR ANY DAMAGE THAT RESULTS FROM INFORMATION PROVIDED TO CUSTOMER BY ANY OTHER DATA PROVIDER(S).

5.2 Disclaimer of Warranties. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR NON-INFRINGEMENT, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT, CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE. IF CENTURYLINK INTEGRATES ANY RECORDS PROVIDED TO CENTURYLINK BY ANY OTHER DATA PROVIDER, FOR INCLUSION IN THE CUSTOMER'S 9-1-1 DATA, CENTURYLINK MAKES NO REPRESENTATION OR WARRANTY AND ASSUMES NO LIABILITY REGARDING THE ACCURACY OF THE DATA PROVIDED BY ANY OTHER DATA PROVIDER. IN ADDITION TO ANY OTHER DISCLAIMERS OF WARRANTY STATED IN THE AGREEMENT, CENTURYLINK MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE PERFORMANCE OF THE SERVICES WILL RENDER CUSTOMER'S SYSTEMS INVULNERABLE TO SECURITY BREACHES, OR THAT THE SERVICES WILL BE PROVIDED ERROR-FREE.

5.3 Service Levels.

(a) Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If CenturyLink does not meet a Service Level, CenturyLink will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request. CenturyLink's maintenance log and trouble ticketing systems are used to calculate Service Level events. Scheduled maintenance under Section 7 and force majeure events are considered Excused Outages.

(b) Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at <http://www.level3.com>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

5.4 Right of Termination for Installation Delay. Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This Section will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

6. Customer Premises; Title to Equipment. If access to non-CenturyLink facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of CenturyLink network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to CenturyLink-provided equipment (including software) remains with CenturyLink. Customer will not create or permit to be created any encumbrances on CenturyLink-provided equipment.

7. Scheduled Maintenance and Local Access. Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third-party local access services are required for the Services, Customer will: (1) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (2) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide CenturyLink a written disconnection firm order commitment from the relevant third-party provider. CenturyLink may re-provision any local access circuits from one off-net provider to another or to the CenturyLink owned and operated network (on-net), and such changes will be treated as scheduled maintenance.

8. General Terms.

8.1 Force Majeure. Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

8.2 Assignment and Resale. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy hereunder.

8.3 Affiliates. CenturyLink may use a CenturyLink affiliate or a third party to provide Service to Customer, but CenturyLink will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

8.4 Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via the following website / link: <http://www1.level3.com/disco/disco.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: billing@centurylink.com. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical

**CENTURYLINK MASTER SERVICE AGREEMENT
PUBLIC SAFETY VERSION**

4.12

address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in CenturyLink's records, Attn. General Counsel.

8.5 Acceptable Use Policy and Data Protection. Customer must comply with the CenturyLink Acceptable Use Policy ("AUP"), which is available at <http://www.centurylink.com/legal>, for Services purchased under this Agreement and acknowledge the CenturyLink Privacy Policy, which is available at <http://www.centurylink.com/aboutus/legal/privacy-policy.html>. CenturyLink may reasonably modify these policies to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers.

8.6 Confidentiality. Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained herein. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.

8.7 Intellectual Property Ownership; Use of Name and Marks. Nothing in the Agreement or the performance thereof will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent.

8.8 Governing Law; Amendment. This Agreement will be governed and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with CenturyLink's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. CenturyLink is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder will constitute a waiver of such right(s).

8.9 Critical 9-1-1 Circuits. The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). CenturyLink policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with CenturyLink regarding compliance with these rules and policies and will notify CenturyLink of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

8.10 International Services. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

8.11 Relationship and Counterparts. The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

CENTURYLINK COMMUNICATIONS, LLC

Authorized Signature

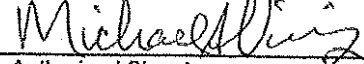
Name Typed or Printed

Manager – Offer Management

Title

Date

MILLE LACS COUNTY



Authorized Signature

Michael Virnig

Name Typed or Printed

Technology Services Manager

Title

11/6/2019

Date

Customer's Address for Notices:

Customer's Facsimile Number (if applicable):

Person Designated for Notices:

**CENTURYLINK MASTER SERVICE AGREEMENT
PUBLIC SAFETY VERSION
SALES/INSTALLATION/MAINTENANCE SERVICE SCHEDULE**

4.12

1. Products and Services Description.

8.12 Product Sales. CenturyLink will provide and Customer will purchase the hardware and/or software ("Products") specified in Addendum 1. Customer will purchase Products to provide public safety emergency communications services.

8.13 Installation. CenturyLink will install Products specified in Addendum 1 under the Installation Terms and Conditions described in Addendum 2. Products delivered to Customer will be available at site on the estimated installation dates identified in Addendum 2.

8.14 Maintenance Services.

(a) Onsite Maintenance. CenturyLink will provide onsite maintenance services for the Products in Addendum 1 under the CenturyLink Centurion On-Site Maintenance Terms and Conditions in Addendum 3.

(b) Vendor-provided Remote Maintenance. CenturyLink will charge Customer for any vendor-provided supplemental remote maintenance included as part of this Service Schedule. Supplemental maintenance provided by vendors will be under vendor's terms and conditions. Supplemental maintenance terms and conditions for the following vendors are at the websites below, or any successor websites designated by the vendors:

- Cisco terms and conditions are available at "Cisco Smart Net Total Care" under technical support services at <http://www.cisco.com/c/en/us/about/legal/service-descriptions.html>
- West (formerly Intrado) terms and conditions are available at <https://www.west.com/legal-privacy/terms/#call-handling>

9. Service Term. The term of the Services will commence on upon execution of this Service Schedule and will continue until expiration of the last ordered Maintenance Term ("Service Term").

10. Billing and Payment. CenturyLink's prices for Products and installation appear in Addendum 1 and prices for maintenance services appear in Addendum 4. All charges are due within 30 days of the invoice date and in accordance with the Payment Summary on Addendum 4.

11. Customer Responsibilities. Customer will (a) ensure that its personnel are available to receive delivery of Products at site, at a date and time to be determined between CenturyLink and Customer; (b) grant reasonable right of entry to CenturyLink's representatives to deliver the Products or perform all services contemplated under or by virtue of this Service Schedule, or both, and will make available a reasonable amount of appropriate, secure space for storage of Products or parts as necessary; and (c) ensure proper site preparation and meet and maintain proper environmental conditions, including air conditioning, cleanliness, temperature requirements, and electrical requirements as indicated by the manufacturers of Products in Addendum 1. Customer agrees to follow the National Emergency Numbering Association ("NENA") recommendations and guidelines for site preparation as set forth in the NENA Technical Information Document 04-502, which can be found at www.nena.org.

12. Title, Invoicing and Security Interest. Ownership and all risk of loss of Product will transfer to Customer upon delivery, except damage caused by CenturyLink, its agents or subcontractors. Until Customer pays CenturyLink in full for any Product, Customer (a) grants to CenturyLink a continuing security interest in such Product, including additions, replacements and proceeds; (b) authorizes CenturyLink to file a financing statement with or without Customer's signature, and (c) will not transfer the Product or change its name or organizational status except upon at least 30 days prior written notice to CenturyLink.

13. Health and Safety Compliance. CenturyLink and Customer will adhere to all applicable health and safety laws, rules and regulations including the Occupational Safety and Health Administration's (OSHA) rules and regulations. Customer agrees to certify that there is no asbestos on any premises in any areas where CenturyLink will be working. In the event Customer will not certify an asbestos free environment or asbestos is discovered in the CenturyLink work area, there may be additional costs to perform under this Service Schedule in compliance with OSHA's rules and regulations. Customer understands and agrees this Service Schedule does not include the prices attributable to working in an asbestos environment including, but not limited to, asbestos sampling, testing, cleanup, or rerouting or delays caused by any of the above. Customer understands and agrees that prices attributable to any of the above will be in addition to the price agreed to herein and Customer agrees to pay the additional amounts. Customer's non-compliance with this provision will be considered as Customer's default under this Service Schedule.

14. Customer Acceptance. CENTURYLINK AND CUSTOMER MUST REVIEW AND SIGN THE CUSTOMER ACCEPTANCE FORM. THE CUSTOMER ACCEPTANCE FORM OUTLINES CENTURYLINK'S ACCEPTANCE POLICY AND IS INCORPORATED BY REFERENCE INTO THIS SERVICE SCHEDULE. IF THERE IS A CONFLICT BETWEEN THE TERMS OF THE CUSTOMER ACCEPTANCE FORM AND THE TERMS OF THIS SERVICE SCHEDULE, THE TERMS OF THIS SERVICE SCHEDULE WILL CONTROL. CUSTOMER MUST NOTIFY CENTURYLINK IN WRITING AND SPECIFY ANY PORTIONS OF THE PRODUCTS LISTED IN ADDENDUM 1 THAT ARE UNACCEPTABLE. IF CUSTOMER DOES NOT NOTIFY CENTURYLINK WITHIN 10 BUSINESS DAYS FROM THE INSTALLATION DATE OR DELIVERY DATE, WHICHEVER IS APPLICABLE, PRODUCTS WILL BE DEEMED ACCEPTED. ANY PRODUCT INSTALLED BY CENTURYLINK IS CONSIDERED ACCEPTABLE AND BILLABLE IF IT IS INSTALLED AND OPERATES MATERIALLY IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. CENTURYLINK RESERVES THE RIGHT TO CORRECT ANY PORTION OF A PRODUCT THAT HAS BEEN REJECTED BY CUSTOMER. ANY PORTION OF A

PRODUCT THAT HAS NOT BEEN REJECTED BY CUSTOMER AND IS FUNCTIONALLY DIVISIBLE WILL BE DEEMED ACCEPTED AND MAY BE INVOICED SEPARATELY. MOVES AND CHANGES ARE CONSIDERED ACCEPTED WHEN THE DESCRIBED WORK IS MATERIALLY COMPLETED. ANY PORTION OF A PRODUCT THAT IS FOUND TO BE UNACCEPTABLE AFTER THE 10-DAY ACCEPTANCE PERIOD MAY BE REPORTED TO THE CENTURYLINK E911 CALL CENTER AT 1-800-357-0911.

15. Adds; Changes. Any changes to a Product order or installation request, including an increase in quantity, must be by written amendment or by submitting a 911 CPE purchase order ("Purchase Order") to CenturyLink. The amendment or Purchase Order will be signed by authorized representatives of both parties and made a part of this Service Schedule.

16. Right to Subcontract. It is specifically agreed that CenturyLink may subcontract all or any portion of the work without the prior written consent of Customer. CenturyLink will remain responsible for the work of any subcontractor.

17. HIPAA. To the extent the Services involve the ongoing storage of or routine access to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA"), or CenturyLink is otherwise acting as a Business Associate (pursuant to HIPAA), CenturyLink will agree to the terms in its then-current Business Associate Agreement upon Customer's request.

18. Liabilities. OPERATION OF PUBLIC SAFETY SYSTEMS, CUSTOMER PREMISES SERVICES AND PRODUCTS IS THE SOLE RESPONSIBILITY OF CUSTOMER. CENTURYLINK'S SOLE UNDERTAKING IS LIMITED TO PROVIDING THE PRODUCTS SOLD AND INSTALLATION AND MAINTENANCE OF THE PRODUCTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS SERVICE SCHEDULE. THE PROVISION OF PRODUCTS SOLD AND SERVICES PERFORMED BY CENTURYLINK TO CUSTOMER WILL NOT BE INTERPRETED, CONSTRUED, OR REGARDED, EITHER EXPRESSLY OR IMPLIED, AS BEING FOR THE BENEFIT OF, OR CREATING ANY CENTURYLINK OBLIGATION TOWARD ANY THIRD PARTY OR LEGAL ENTITY OTHER THAN CUSTOMER. CENTURYLINK'S OBLIGATIONS EXTEND SOLELY TO CUSTOMER. CENTURYLINK'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE OR EXPENSE FROM ANY CAUSE WHATSOEVER WILL IN NO EVENT EXCEED THE HIGHER OF THE REPAIR OR REPLACEMENT COST OF THE ITEM WHICH DIRECTLY GIVES RISE TO THE CLAIM. ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CenturyLink is not responsible for any Product or Service defects or damages resulting from mishandling, abuse, misuse, accident, electrical power surges or current fluctuations, Force Majeure Events, improper storage, or operation, including use in conjunction with equipment electrically or mechanically incompatible with or of inferior quality to the supplied equipment or failure to maintain the environmental conditions specified by the manufacturer or licensor.

19. Software License. One or more of the Products may be or may contain software. In some cases the Products manufacturer (CenturyLink's vendor) has embedded such software into the hardware as an integral part of the Products. All software remains the property and full ownership of the creator, developer, manufacturer, or copywriter, whichever the case may be. If required by creator, developer, manufacturer or copywriter, a license must be agreed to by the end-user (CenturyLink's Customer), to use such software and may contain specific terms and conditions for such use. These specific terms and conditions for use are governed entirely by said creator, developer, manufacturer, or copywriter and will be adhered to by both parties. Upon the requirement of creator, developer, manufacturer or copywriter to execute a software license agreement by end-user, such license must be executed by CenturyLink's Customer as required, and will become a part of this Service Schedule by reference.

20. Other Terms.

20.1 Cancellation and Termination Charges. This Section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

Cancellation and Termination Charges. Either party may terminate Service: (a) as set forth within this Service Schedule with 60 days' prior written notice to the other party, or (b) for Cause. If Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Service Term, then Customer will pay the termination charges, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Addendum).

20.2 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

20.3 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: this Service Schedule and its Addendums, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

4.12

See CenturyLink Quote No. 55850128 for detailed Product pricing and any related charges as referenced in Section 3 below.

[illegible]

3. **CenturyLink Quote.** CenturyLink may provide Customer with Product pricing and any related charges via a CenturyLink issued quote (see CenturyLink Quote No. 55850128), which is incorporated into the Agreement by this reference.

CENTURYLINK MASTER SERVICE AGREEMENT
PUBLIC SAFETY VERSION
SALES/INSTALLATION/MAINTENANCE SERVICE SCHEDULE

4.12

ADDENDUM 2
INSTALLATION TERMS AND CONDITIONS

1. **CenturyLink's Responsibilities.** CenturyLink will ensure that the Products set forth in Addendum 1 have been installed according to the manufacturer's specifications.

2. **Time and Materials Charges.** Additional time and materials charges are applicable under the following circumstances:

2.1 Any modifications to building's electrical system required to install listed Products that are not properly performed or provided by Customer;

2.2 Drilling of access holes and provisioning of suitable conduit (if required) from equipment room to dispatch center for cable access that are not properly performed or provided by Customer; or

2.3 Customer requests that CenturyLink connect the Products to voice recorder equipment which was not purchased under this Agreement.

3. **Target Dates.**

3.1 Installation begin date: (estimated) 4/1/2020 ~~4/1/2019~~

3.2 Installation complete date: (estimated) 4/1/2019

Customer MAU
(Initials)

CenturyLink _____
(Initials)

ADDENDUM 3
CENTURION™ ON-SITE MAINTENANCE SERVICE TERMS AND CONDITIONS

1. General; Definitions. Capitalized terms not defined herein are defined in the Agreement.

"Best Effort Network" means any private or public network that cannot sustain Quality of Service (QoS) for time sensitive traffic from one end point to another.

"Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

"Center" means the CenturyLink Customer Service Center.

"Covered Hours" means (a) for standard maintenance, 8:00 am to 5:00 pm Local Time, Monday through Friday, excluding CenturyLink-observed holidays; or (b) for premium maintenance, 24 hours per day, 7 days per week, including CenturyLink observed holidays.

"Covered Product" means CPE hardware and software manufactured by a CenturyLink approved vendor and is part of CenturyLink's standard portfolio for which CenturyLink will provide maintenance coverage as described herein.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"End of Life" or "EOL" means equipment or software that is no longer available or supported by the manufacturer or producer.

"End of Sale" or "EOS" means new equipment or software that is no longer available for purchase from the manufacturer or producer but support and replacement equipment is available from the manufacturer or producer.

"Engagement" means when the Center confirms with Customer entitlement to support and technician assignment.

"Field Replaceable Unit" means a circuit board, part, or assembly that can be quickly and easily removed and replaced by a technician without having to send the entire product or system to a repair facility.

"Lease" means a separate agreement with a CenturyLink preferred leasing vendor to finance Service.

"Local Time" means the time zone in which Covered Product is located.

"Maintenance Release" means an incremental release of Software that provides maintenance fixes or corrective content and may provide additional Software features.

"MD" means that the Covered Product or Software has been designated by the vendor as no longer supportable by manufacturing, design, and related processes. Covered Product designated as MD is no longer available for sale. Software designated as MD may no longer be available for upgrades or expansion, depending on the current state of the software.

"Non-Standard Products" means hardware or software purchased from CenturyLink that is not part of CenturyLink standard product portfolio and is no longer available for new sale or limited support through the manufacturer.

"Response" means the period of time between (a) when CenturyLink and Customer determine remote diagnostic efforts are inadequate to resolve reported problem, a Field Replaceable Unit is identified for replacement or a Maintenance Release is needed; and (b) when CenturyLink technician arrives at the site of the Covered Product.

"Service" means CenturyLink maintenance of the Covered Product, which may include embedded software, in accordance with the manufacturer's specifications.

"System Integrity" means: (a) CenturyLink is the Customer's channel partner of record for Covered Product; and (b) all system hardware is covered by this Service or other CenturyLink maintenance services.

"Zip-to-Zone Guide" means the matrix used by CenturyLink to determine Service and Service Level Objective availability. Availability information will be provided to Customer upon request.

2. Service and Scope. CenturyLink will provide maintenance on the Products listed in Addendum 1 (the "Covered Products.")

3. Term of Centurion On-Site Maintenance Service. CenturyLink will provide Centurion On-Site maintenance service for 12 months (the "Maintenance Term") beginning upon Customer Acceptance of Products. The Maintenance Term may be renewed for annual terms by written amendment. The rates and charges may be revised at the time of renewal and any renewal will specify any change in compensation or charges payable to CenturyLink. If Customer requests additional maintenance service after the expiration of the Maintenance Term ("Post Term Maintenance"), each Post Term Maintenance request will be subject to CenturyLink's approval, the terms of this Schedule will apply, and charges will be on a time and material basis at CenturyLink's then-current time and material rates until a new Schedule is in place. If Customer orders EOL/EOS under this Schedule, the EOL/EOS Term is limited to one-year at a time. All EOL/EOS maintenance and all renewal amendments must be approved by CenturyLink.

4. System Integrity. To receive Service from CenturyLink, Customer agrees to maintain System Integrity. CenturyLink reserves the right to deny Service if Customer fails to maintain System Integrity including but not limited to adding hardware and software not provided by CenturyLink. CenturyLink may request Customer to provide documentation demonstrating System Integrity.

5. **Service Warranty.** CenturyLink warrants that Service will be: (a) provided in a professional manner in accordance with CenturyLink's standard procedures, (b) performed by appropriately knowledgeable and skilled personnel, and (c) conform to the standards generally observed in the industry for similar services.
6. **CenturyLink Responsibilities.** CenturyLink will perform the following tasks:
- Accept trouble reports 24 hours per day, 7 days per week, including CenturyLink observed holidays
 - Perform trouble isolation during Covered Hours
 - If CenturyLink and Customer determine an on-site Response is required, CenturyLink will complete Response during Covered Hours (a) for standard maintenance, the next business day provided such determination was made before 3:00 PM; or (b) for premium maintenance, within four hours
 - CenturyLink will make a reasonable effort to arrive at Customer's site with all required replacement parts
7. **Customer Responsibilities.** Customer will perform the following tasks:
- Provide information to assist CenturyLink in determining Service entitlement
 - Provide serial numbers and specific location of the Covered Product
 - Assist CenturyLink in accessing the Covered Product remotely either by modem or Internet
 - Provide 30-day notice to CenturyLink of any changes to the Covered Product
 - Provide five-day notice to CenturyLink of any changes to the personnel authorized to contact CenturyLink
 - Perform due diligence to protect the Covered Product from abuse and misuse
 - Comply with all manufacturer environmental requirements
8. **Trouble Reports.** Customer will report problems with the Covered Product to Center and CenturyLink will follow then-current methods and procedures to resolve the trouble report. CenturyLink will work each reported problem based on priority as defined in this section.
- 8.1 **Priority 1 (High) – Service Outage:** A service outage is the most critical event and is assigned to problems that severely affect service, capacity, billing, and maintenance capabilities. Customer's staff must be available as required by CenturyLink to aid in problem diagnosis and provide remote or on-site access to the Covered Product. Examples of priority one events are:
- Total network element outage
 - Any loss of safety or emergency capability (e.g., emergency calls such as 911 in North America)
 - Total loss of the ability of the system to provide any required critical major alarms
- 8.2 **Priority 2 (Medium) – Service Affecting Impairment:** These are issues that affect system operation, maintenance or administration and require immediate attention. Their priority is lower than a service outage because, while impacted by the service issue, Customer is not inhibited from conducting business. Examples of priority two events are:
- A reduction in capacity or traffic handling capability such that expected loads cannot be handled
 - Failure resulting in dynamic routing, switching capability or transport loss
 - System restarts, whether or not the system has recovered or not, and where root cause has not been defined
- 8.3 **Priority 3 (Low) – Service Affecting Intermittent Impairment:** These are issues that intermittently affect system operation, maintenance or administration. Due to their transient nature, resolution of these issues may be protracted. Examples of priority three events are:
- Traffic impacting system restarts
 - Disruption of billing or accounting capability
- 8.4 **Priority Level 4 – Customer Inquiry:** These are issues that require CenturyLink technical assistance such as software application issues that do not impact service or follow-up to all other reported problems.
9. **Preventative Maintenance Option.** Manufacturer of the Covered Product may provide guidance on methods and procedures that must be completed to protect warranties and extend the useful life of the Covered Product. CenturyLink will provide preventative maintenance information and or guidelines per manufacturer requirements.
10. **Service Level Objective (SLO).** CenturyLink will make commercially reasonable efforts to (a) complete Engagement within one hour after Customer initiation of a trouble report; or (b) complete Response during Covered Hours (i) for standard maintenance, the next business day provided need for Response was determined before 3:00 PM; or (ii) for premium maintenance, within four hours after determination by Customer and the Center that such Response is required.
11. **Remote Access Device.** As part of the Service, CenturyLink may install a Remote Access Device ("RAD") at Customer location to allow CenturyLink to remotely diagnose and resolve problems on Covered Product. When connected to the Internet, the RAD initiates contact with the CenturyLink management platform. After authentication, a secure tunnel between the CenturyLink management platform and RAD is established. The RAD cannot accept incoming requests and is coded to only contact the CenturyLink management platform. Customer must return the RAD to CenturyLink within 30 days of termination of the Service. If the RAD is not returned to CenturyLink, Customer will be charged \$500, unless otherwise agreed to by CenturyLink and Customer.

**CENTURYLINK MASTER SERVICE AGREEMENT
PUBLIC SAFETY VERSION
SALES/INSTALLATION/MAINTENANCE SERVICE SCHEDULE**

4.12

- 12. Problem Isolation Billing; Service Exclusions.** In the event CenturyLink spends time (a) isolating problems to equipment, software, or LAN/WAN elements that are not part of the Covered Product, or (b) associated with Service exclusions, Customer will pay CenturyLink for such effort at then-current time and material rates. Service exclusions include:
- CPE hardware not listed on Addendum 1
 - CPE software not listed on Addendum 1 unless embedded in the Covered Product
 - Products missing serial numbers or other identification required by the manufacturer
 - Problems caused by integration with non-CenturyLink provided hardware or software
 - Problems associated with Operating Systems not provided by CenturyLink
 - Product failure due to manufacturer excluded causes such as accident, abuse or misuse
 - Product failure due to non-compliance of electrical or environmental requirements
 - Product usage not in accordance to manufacturer specification
 - Failure of Customer to follow proper operating procedures
 - Servicing not authorized by CenturyLink
 - Upgrades of software
- 13. MD, EOS and EOL Products.** CenturyLink will make an annual review of Customer's Covered Product to identify MD, EOS and EOL equipment and software. This Detailed Description excludes MD, EOS and EOL equipment or software from Service. Acceptance of a PO for Service does not bind CenturyLink to the maintenance of MD, EOS or EOL equipment or software under this Detailed Description.
- 14. Non-Standard Products.** CenturyLink may purchase Non-Standard Products on behalf of Customer for the purchasing convenience of Customer. CenturyLink will review Customer's Covered Product to identify Non-Standard Products. Acceptance of a PO for Service does not bind CenturyLink to maintenance of Non-Standard Products. Service for Non-Standard Products is provided at the discretion of CenturyLink and is subject to change without notice. If CenturyLink discontinues support of Non-Standard Products, CenturyLink will either: (a) reimburse customer for Service charges associated with Non-Standard Products if Customer received no benefit, or (b) charge Customer at then-current time and material rates for support of Non-Standard Products. Support of Non-Standard Products is further defined in the Detailed Description for Non-Standard Part Support Service.
- 15. Non-Disclosed Pre-Existing Issues.** Customer must disclose pre-existing issues that have a material impact to the Covered Product and would cause CenturyLink to incur an immediate cost to resolve. CenturyLink reserves the right to charge Customer for corrective action associated with such non-disclosed pre-existing issues within the first 90 days of the coverage period.
- 16. Voice over Internet Protocol (VoIP) Quality Exclusion.** CenturyLink may perform tasks to maintain QoS for VoIP, on behalf of Customer. Nevertheless, CenturyLink makes no warranty on the quality of voice/video transmissions over private or public IP network in this Agreement. Further, CenturyLink does not recommend VoIP deployments over a Best Effort Network. Customer acknowledges that quality issues relative to voice/video transmission may occur on a Best Effort Network. Issues, such as jitter, echo, and dropped calls may occur with varied degrees of frequency depending on network use and latency. Trouble reports that have been isolated and diagnosed as intermittent QoS issues will be billable to Customer at then-current time and material rates.
- 17. Termination.** If, prior to the conclusion of the Maintenance Term, Service is terminated either by Customer for any reason other than Cause or by CenturyLink for Cause, Customer will pay all unpaid billed charges for Service. If Customer is progress billed, Customer will also pay the unpaid balance for Service remaining in the Maintenance Term.
- 18. Lease Option.** Customer may pay for Service pursuant to a Lease. CenturyLink will provide the Service to Customer and receive payment for the Service from the CenturyLink preferred leasing vendor. If Customer fails to execute such Lease or comply with Lease, including without limitation, any requirements for Acceptance of Service, which results in the CenturyLink preferred leasing vendor's refusal to pay CenturyLink in full for Service, Customer agrees to pay CenturyLink in full for Service.

Customer MM
(Initials)

CenturyLink _____
(Initials)

CENTURYLINK MASTER SERVICE AGREEMENT
PUBLIC SAFETY VERSION
SALES/INSTALLATION/MAINTENANCE SERVICE SCHEDULE

4.12

ADDENDUM 4
PAYMENT SUMMARY

1. PRODUCTS.

1.1 Product and Installation Pricing Summary.

Description	Charges
Product (Includes Shipping of \$1,225.00)	\$55,196.77
Installation	\$33,882.03
Total for Product and Installation	\$89,078.80

1.2 Product Payment Schedule. CenturyLink will invoice Customer for Products under one of the following options:

A. Option A. CenturyLink will invoice Customer as follows:

Description	Percentage of Total Payment Due	Amount Due
Contract Signing	20%	\$17,815.76
Equipment Delivery	50%	\$44,539.40
Date of Acceptance	30%	\$26,723.64

2. MAINTENANCE.

2.1 Term. The Maintenance Term for CenturyLink Centurion maintenance service is shown below.

Description	Maintenance Term
Maintenance	3 Years

2.2 Maintenance Payment Schedule. Customer will pay the following maintenance charges in accordance with the following payment schedule.

Description	Charges	Billing Schedule
Term Maintenance	\$17,509.02	100% Billed upon Acceptance

3. SOFTWARE AND HARDWARE SUPPORT.

3.1 Customer will pay the following software upgrade program charges and vendor-provided supplemental remote maintenance in accordance with the following billing schedule.

Term	Charges*	Billing Schedule
Software Subscription Service -- 3 Years	\$7,682.94	100% Billed upon Acceptance

*Any labor required and provided by a vendor or CenturyLink will be billed on a time & material basis at then-current rates and charges.

Customer mal
(Initials)

CenturyLink _____
(Initials)

7. Charges/Orders. Items described in this Catalog Number and Description column below reflect the Lumen Services ordered and identified above the table. Despite anything to the contrary, NECs are NOT waived unless this Order or an Order Addendum expressly states NECs are waived or the NECs appear in the waiver column in the above table(s). If a cancellation charge requires Customer to pay the amount of any waived or discounted NEC, the NEC will be the amount stated in this Order or Order Addendum or shown in the "Waived NEC" column in the above table(s) despite anything to the contrary. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

8. METS Equipment. BY SIGNING THIS ORDER FOR METS EQUIPMENT, AS APPLICABLE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY SERVICES" CONTAINED IN THE APPLICABLE SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURION MASTER SERVICE AGREEMENT OR MASTER SERVICE AGREEMENT, PUBLIC SAFETY VERSION, OR IN THE "ACCESS TO EMERGENCY SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE SCHEDULE. I HAVE NOT LOCATED THE "ACCESS TO EMERGENCY SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE SCHEDULE. I HAVE NOT LOCATED THE "ACCESS TO EMERGENCY SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/ncsl/PW1020/911advisory.pdf>.

Requested Meeting Date: 04/06/21

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

Title of Item for Consideration:

Consider Renewal of Corporate Mechanical's HVAC Preventative Maintenance and Boiler Preventative Maintenance Agreement for 2021

Consent Agenda

☒ Approve/Deny Motion ☐ Information Only
☐ Schedule Public Hearing*
**provide sample notice that will run in paper*

Regular Agenda – Estimate Time Needed: _____ minutes

☐ Approve/Deny Motion ☐ Discussion Item
☐ Direction Requested ☐ Hold Public Hearing*
☐ Presentation of Information
**provide copy of hearing notice that was published*

Submitted by:

Noelan R. Lange

Department:

ASO

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

Noelan Lange, Facilities Operations Manager

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

Renewal provides a contract for preventative maintenance to be performed on Mille Lacs County HVAC, Boilers, and a set labor rate for the 2021 season.

Alternatives/Options/Comments:

None.

Recommended Action/Motion:

Approve renewal.

Financial Impact:

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

What is the total cost, including tax and shipping? \$13,968.00

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.)

Quotes from Vendors

Board action: (for use by Recording Secretary)

☐ Approved ☐ Denied ☐ Tabled: _____

CORPORATE MECHANICAL

HVAC Commercial/Industrial Installation ♦ Scheduled Maintenance ♦ 24 hr Service
Energy Management ♦ Design Build Engineering

February 12, 2020

Mille Lacs County
Attn: Noelan Lange
635 2nd Street SE, Milaca, MN 56353

Subject: 2020 Annual Hot Water Boilers Preventative Maintenance Agreement Renewal

Thank you for the opportunity to propose this Boiler Preventative Maintenance renewal. This service agreement will provide annual site visits to perform preventive maintenance and all required cleaning, adjustments, and technical inspections at the Huber Jail, Justice Center, Historical Courthouse, Community and Veterans Services, and the Wahkon Garage locations. We are confident that by using Corporate Mechanical, Inc. your equipment will receive the care and attention it needs. Our service program will continue to increase the life span of your equipment and reduce down time.

The Total Cost for the Contract Maintenance Agreement is \$2,978.00 per year. This agreement coverage will begin March 1, 2020, or upon acceptance and signature of this agreement. Purchaser agrees to pay Corporate Mechanical in advance the annual amount of \$2,978.00. Prices quoted in this proposal are guaranteed for thirty (30) days from the proposal date above.

Annual Preventive Maintenance Cost Total

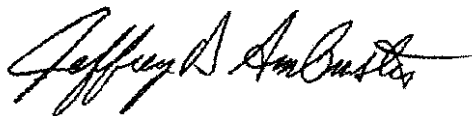
\$2,978.00

The above pricing includes labor for annual technical inspections (Fall) of all hot water boilers and circulating pumps listed for the (5) buildings. Any additional repair work or emergency service calls will be billed at the preferred customer rates.

We believe there are three things a customer looks for in their contractor partners: competitive pricing, quality workmanship and completion of work within the scheduled time frame. We guarantee your satisfaction with Corporate Mechanical, Inc. and look forward to earning your business again this year.

If you have any questions please feel free to call me.

Sincerely,



Jeff Armbruster
Direct: (763) 412-3861 / Cell: (612) 490-4792
jarmbruster@corporatemechanical.com

5114 Hillsboro Ave N ♦ New Hope, MN 55428
Phone: (763) 533-3070 ♦ Fax: (763) 533-3464
www.CorporateMechanical.com

CORPORATE MECHANICAL

Preventative Maintenance / Technical Service Agreement

Mille Lacs County Buildings
635 Second St. SE, Milaca, MN 56353

PREVENTATIVE MAINTENANCE PROGRAM:

Each Boiler preventative maintenance call will be scheduled and maintenance work reports will detail work performed. Maintenance labor includes tools and instruments required maintaining the systems to optimum efficiencies and comfort. When identifying a potential mechanical problem. Corporate Mechanical, Inc. will provide the services checked below in accordance with the tasks indicated on the service checklist:

- | | |
|---|---|
| ☐ General Services | ☒ Heating – Hot Water Boilers |
| ☐ Air Conditioning | ☒ Hot Water Circulating Pumps |
| ☐ Chillers | ☐ Controls |
| ☐ Air Filter Service | ☐ Other Services |

LABOR RATES

Labor to complete scheduled maintenance will be performed during normal business hours (7:00am – 4:00pm). Emergency service or any additional repairs will be billed at the preferred labor rate of \$129.50/hr. Overtime rates will apply for after-hours emergency service. Labor rates can be adjusted by contractor upon 30 day written notice and will become part of this agreement.

MAINTENANCE SCHEDULE

Corporate Mechanical, Inc. will provide maintenance services indicated on the maintenance checklist as required on an annual basis.

www.corporatemechanical.com

5114 Hillsboro Ave N. New Hope, MN 55428 •Phone: 763.533.3070 •Fax 763.533.3464

TERMS AND CONDITIONS

1. Access - Purchaser agrees to furnish safe, free and timely access to all equipment and systems covered by this agreement
2. Excluded - This agreement does not include the maintenance, repair or replacement of recording or portable instruments, electrical disconnect switches, casing or cabinets, insulation, gas lines, domestic water lines or nonmoving parts such as ductwork, boiler shell, tubes refractory material. In addition, Corporate Mechanical, Inc shall not be required to furnish any equipment or service or to make any special tests that are commended or required by insurance companies, government authorities or equipment vendors.
3. Limitation of liability - Corporate Mechanical, Inc. shall not be liable for:
 - a. Damage or loss resulting from freezing, corrosion, electrolysis, drain stoppage or plumbing failure of any utility service, low voltage conditions, lightning, single phasing or other electrical abnormalities.
 - b. Damage or loss resulting from improper operation or misuse of equipment by Purchaser's employees, agents or tenants.
 - c. Damages, loss or delays resulting from fire, explosion, flooding, the elements, strikes, labor troubles, civil commotion or any other delay caused by occurrences beyond its control.
 - d. Injuries to persons or damage to property except those directly caused by negligent acts or omissions of Corporate Mechanical, Inc. employees.
 - e. Expenses incurred in removing, replacing or refinishing part of the building structure necessary for performance of this agreement.
 - f. Lost profits or other consequential damages, even if Corporate Mechanical, Inc has been advised of the possibility of such damages.
4. Exclusion of Warranties – Purchaser understands that:
 - a. Services to be performed under this Agreement are not a guaranty against obsolescence or of normal wear.
 - b. Inspections shall not constitute an approval or guaranty of equipment condition or system design and performance.
 - c. Corporate Mechanical, Inc. has made no warranties, express or implied, and representations, promises or statements with respect to the equipment, its performance or fitness

5. Events of Default – The occurrence of any of the following without the prior written consent of Corporate Mechanical, Inc. shall constitute an event of default:
 - a. Failure by Purchaser to make any payment due to Corporate Mechanical, Inc. within thirty (30) days after the same becomes due and payable.
 - b. Making of any alterations, additions, adjustments or repairs to equipment by any party other than Corporate Mechanical, Inc.
6. Remedies – Upon the occurrence of an event of default or at any time thereafter, Corporate Mechanical, Inc. may:
 - a. Refuse to furnish service to Purchaser
 - b. Terminate this agreement by notice to Purchaser
 - c. Exercise and enforce all other rights and remedies available to Corporate Mechanical, Inc.
7. Duration and Termination – Upon execution of this Agreement, it shall become effective and remain in force from year to year unless cancelled. Except as otherwise provided in this Agreement, either party may cancel this Agreement, either party may cancel this Agreement by giving the other party written notice not less than 30 days prior to the anniversary date.
8. Notices - All notices and demands shall be in writing and shall be deemed given when personally delivered or mailed to the address indicated on the first page hereof or such other address as either party may designate by notice to the other.
9. Miscellaneous - This Agreement contains the entire understanding of the Purchaser and Corporate Mechanical, Inc. and supersedes all prior negotiations, agreements and proposals concerning similar services. A modification, amendment, release or waiver of any provision of this Agreement shall be effective only if made in writing and signed by the party to be bound thereby. The term “This Agreement” includes any future amendment made in accordance herewith. No delay or failure by Corporate Mechanical, Inc. in the exercise of any right or remedy shall constitute a waiver thereof. The laws of the State of Minnesota shall govern this Agreement.

Mille Lacs County Boiler Equipment Preventive Maintenance Schedule of Work

General Services

- ☒ Check amperages and voltages
- ☒ Inspect manual shut-off and throttling valves
- ☒ Lubricate moving parts as scheduled
- ☒ Inspect motors and starters
- ☒ Tighten electrical connections
- ☒ Visually inspect system piping and insulation
- ☒ Check and calibrate safety controls

Heating System – General

- ☒ Check for fuel leaks
- ☒ Check venting system
- ☒ Clean and check pilot
- ☒ Clean and inspect burner ports
- ☒ Clean and check power vent or combustion fan motor

Heating System

- ☐ Clean and inspect heat exchangers as scheduled
- ☐ Test temperature rise through unit
- ☐ Check pilot auto re-light sequence
- ☐ Check for evidence of flame roll-out

Heating System – Gas and Oil burners

- ☒ Check flame safeguard system
- ☒ Check draft controls
- ☐ Check/replace oil nozzle
- ☐ Check and adjust oil pump pressure
- ☐ Check oil tanks for water and sludge
- ☐ Recommend fuel oil treatment as required
- ☒ Check for adequate combustion air to burner from outside
- ☒ Run flue gas analysis test for optimum efficiency when required

Direct Fired Make-up Heaters

- ☐ Clean and check burner profile plates
- ☐ Check flame safeguard system
- ☐ Check air inlet screen
- ☐ Check and adjust burner and damper linkages
- ☐ Check for cracked or corroded ignition and flame rod insulators

Air Handling Systems, Supply and Exhaust

- ☐ Inspect fan pulleys and drives
- ☐ Adjust belt tension
- ☐ Replace belts as required
- ☐ Inspect vibration isolation mounts
- ☐ Inspect and clean condensate drains
- ☐ Change filters as scheduled
- ☐ Drain and winterize chilled water coils
- ☐ Inspect airside transfer surfaces

Air Conditioning/Refrigeration Systems

- ☐ Spring start-up
- ☐ Fall shut down
- ☐ Check refrigerant charge
- ☐ Check compressor oil level (semi-hermetic only)
- ☐ Check oil as scheduled (semi-hermetic only)
- ☐ Clean air-cooled condensers as scheduled
- ☐ Inspect air-cooled condensers
- ☐ Check expansion valve
- ☐ Check compressor un-loader operation
- ☐ Check operation and setting of pressure controls
- ☐ Off season service of absorption/centrifugal chillers
- ☐ Inspect and service cooling towers
- ☐ Check operation of heat pump reversing valve
- ☐ Check operation of condenser fan motor
- ☐ Megohm test compressor motors

Heating Systems – Boilers

- ☒ Test low water cut-off and other safety controls
- ☒ Check and test relief valve
- ☒ Inspect combustion fire box and note refractory condition
- ☐ Drain and flush the boiler (steam only)
- ☐ Clean mud legs (steam only)
- ☒ Inspect all surfaces for scale and corrosion
- ☐ Review and not blow-down schedule
- ☐ Chemically clean water pumps and drain receiver
- ☐ Check feed water pumps and drain receiver (steam only)
- ☒ Drain expansion tanks as needed (water only)
- ☒ Note water level and record any loss of water (water only)
- ☐ Prepare boiler for inspection by insuring company or state inspections
- ☒ Service hot water circulating pumps
- ☐ Check for leaking steam traps

Temperature Control System

- ☐ Review time schedules and optimum start settings
- ☐ Review trend log data and look for energy savings
- ☐ Review graphic displays and sequences with owner
- ☐ Check operation of individual air distribution boxes
- ☐ Service pneumatic air compressor
- ☐ Verify network communications
- ☐ Check operation of thermostats as required

Other Services

- ☐ Service humidifiers
- ☒ Combustion analysis for gas and LP-Air burners
- ☐ Service domestic water heaters
- ☒ Provide combustion efficiency reports
- ☐ Alerton Building Automation Maintenance, Back-up and owner training

Corporate Mechanical, Inc.

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Mille Lacs County HW Boiler Equipment

4.13

Huber Jail						
Equipment	Size	QTY	Make	Model	Serial Number	Location
Boiler-1	1,420,000 BTUH	1	DeDietrich	GT408	21194/1	Boiler Rm
Boiler-2	1,420,000 BTUH	1	DeDietrich	GT408	21194/2	Boiler Rm
Burner-1	1738 MBTH	1	Webster	JB1G-07-RM78401-M15-EM	U53264A-02-0698	Boiler Rm
Burner-2	1738 MBTH	1	Webster	JB1G-07-RM78401-M15-EM	U53264A-01-0698	Boiler Rm
HW Pump-1	7.5 HP	1	B&G	23C 9.250 BF	2110457	Boiler Rm
HW Pump-2	7.5 HP	1	B&G	23C 9.250 BF	2110458	Boiler Rm
Justice Center / HCH						
Equipment	Size	QTY	Make	Model	Serial Number	Location
Boiler-1	Benchmark 3.0	1	Aerco	Gas / LP-air	G-08-1679	Boiler Rm
Boiler-2	Benchmark 3.0	1	Aerco	Gas / LP-air	G-08-1678	Boiler Rm
HW Pump	7.5 HP	2	B&G	1510 BF 9.5 2BC	C084488-01 C90	Boiler Rm
HW Pump	7.5 HP	2	Taco	F12509E2FAJ2LOA		Boiler Rm
HW Pumps	1.5 HP	2	Taco			Boiler Rm
Community & Verteran Services (CVS)						
Equipment	Size	QTY	Make	Model	Serial Number	Location
Boiler-1	826,000 BTUH	1	DeDietrich	GT307A	984311	Boiler Rm
Boiler-2	909,000 BTUH	1	Aerco	MLX909H	909-09-0068	Boiler Rm
Burner-1	945 MBTH	1	Webster	JB1G-02-RM7895A-A.10-UL	U53263A-01-0698	Boiler Rm
HW Pump	7.5 HP	2	B&G	90 Series	C136379-02H11	Boiler Rm
HW Pump	2 HP	2	Taco	1919C1E1 7.86 12/12		Boiler Rm
Whakon Garage						
Equipment	Size	QTY	Make	Model	Serial Number	Location
Boiler-1		1	Lochinvar			Mezzanine
Boiler-2		1	Lochinvar			Mezzanine
In-line pumps		2	B&G			Mezzanine

Updated: 12/14/2016

CORPORATE MECHANICAL

HVAC Commercial/Industrial Installation ♦ Scheduled Maintenance ♦ 24 hr Service
Energy Management ♦ Design Build Engineering

January 13, 2020

Mille Lacs County
Attn: Noelan Lange
635 2nd Street SE, Milaca, MN 56353

Subject: 2020 HVAC Preventative Maintenance Agreement Renewal

Thank you for the opportunity to provide this Preventative Maintenance renewal. This service agreement will provide semi-annual site visits to perform preventive maintenance and all required cleaning, adjustments, and technical inspections at the Sheriff's Department, Huber Jail, Justice Center, Historical Courthouse, Milaca County Garage, Princeton County Garage, Community and Veterans Services, and the Wahkon Garage locations. We are confident that by using Corporate Mechanical, Inc. your equipment will receive the care and attention it needs. Our service program will continue to increase the life span of your equipment and reduce down time.

The Total Cost for the 2020 Maintenance Agreement is \$10,880.00 per year. This agreement coverage will begin March 1, 2020, or upon acceptance and signature of this agreement. Purchaser agrees to pay Corporate Mechanical in advance the semi-annual amounts of \$5,440.00. Prices quoted in this proposal are guaranteed for thirty (30) days from the proposal date above.

Annual Preventive Maintenance Cost Total

\$10,880.00

The above pricing includes labor for semi-annual technical inspections (April, October) of all HVAC equipment listed for the eight buildings, and annual high pressure condenser coil cleaning (June) for air cooled condensers. Annual maintenance, training, and database back-up of your Alerton Building Automation System are included; also any basic lubrication and cleaning materials required to perform maintenance are included. Air filters, belts, refrigerant, and repair parts are not included in the above pricing. Any additional repair work or emergency service calls will be billed at the preferred customer rates.

We believe there are three things a customer looks for in their contractor partners: competitive pricing, quality workmanship and completion of work within the scheduled time frame. We guarantee your satisfaction with Corporate Mechanical, Inc. and look forward to earning your business again this year.

If you have any questions please feel free to call me.

Sincerely,



Jeff Armbruster
Direct: (763) 412-3861 / Cell: (612) 490-4792
jarmbruster@corporatemechanical.com

5114 Hillsboro Ave N ♦ New Hope, MN 55428
Phone: (763) 533-3070 ♦ Fax: (763) 533-3464
www.CorporateMechanical.com

CORPORATE MECHANICAL

Preventative Maintenance / Technical Service Agreement

Mille Lacs County Buildings
635 Second St. SE, Milaca, MN 56353

PREVENTATIVE MAINTENANCE PROGRAM:

Each HVAC preventative maintenance call will be scheduled and maintenance work reports will detail work performed. Maintenance labor includes tools and instruments required maintaining the systems to optimum efficiencies and comfort. When identifying a potential mechanical problem. Corporate Mechanical, Inc. will provide the services checked below in accordance with the tasks indicated on the service checklist:

- | | |
|---|--|
| ☒ General Services | ☒ Heating - General |
| ☒ Air Conditioning | ☒ Forced Air Heat |
| ☐ Chillers | ☒ Controls |
| ☐ Air Filter Service | ☐ Other Services |

LABOR RATES

Labor to complete scheduled maintenance will be performed during normal business hours (7:00am – 4:00pm). Emergency service or any additional repairs will be billed at the preferred labor rate of \$129.50/hr. Overtime rates will apply for after-hours emergency service. Labor rates can be adjusted by contractor upon 30 day written notice and will become part of this agreement.

MAINTENANCE SCHEDULE

Corporate Mechanical, Inc. will provide maintenance services indicated on the maintenance checklist as required on a semi-annual basis. The condenser coils will be cleaned annually with a high pressure washer. Alerton BAS will be maintained annually with ongoing remote technical support.

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EQUIPMENT TO BE SERVICED UNDER THIS AGREEMENT:

Quantity	Equipment	Service Location
1	See Attached List of Equipment	Sheriff Dept., Huber Jail, Justice Center, HCH, Milaca County Garage, CVS, Wahkon Garage, Princeton Garage

PROVISIONS

Services will be provided in accordance with Manufacturer's HVAC Maintenance Schedule and Scope.

High pressure condenser coil cleaning will be provided once per year for rooftop coils.

On-site maintenance and back-up of Alerton BAS will be performed annually and remote support will be provided throughout the contract period.

Effective date: March 1st 2020

PURCHASERS ACCEPTANCE

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

SELLERS ACCEPTANCE

Corporate Mechanical
5114 Hillsboro Ave North
New Hope, MN 55428

(Purchaser's Signature)

(Date)



(Seller's Signature)

January 13, 2020

(Date)

Attachments: **Schedule of Work**
 HVAC Equipment List



TERMS AND CONDITIONS

1. Access - Purchaser agrees to furnish safe, free and timely access to all equipment and systems covered by this agreement
2. Excluded - This agreement does not include the maintenance, repair or replacement of recording or portable instruments, electrical disconnect switches, casing or cabinets, insulation, gas lines, domestic water lines or nonmoving parts such as ductwork, boiler shell, tubes refractory material. In addition, Corporate Mechanical, Inc shall not be required to furnish any equipment or service or to make any special tests that are commended or required by insurance companies, government authorities or equipment vendors.
3. Limitation of liability - Corporate Mechanical, Inc. shall not be liable for:
 - a. Damage or loss resulting from freezing, corrosion, electrolysis, drain stoppage or plumbing failure of any utility service, low voltage conditions, lightning, single phasing or other electrical abnormalities.
 - b. Damage or loss resulting from improper operation or misuse of equipment by Purchaser's employees, agents or tenants.
 - c. Damages, loss or delays resulting from fire, explosion, flooding, the elements, strikes, labor troubles, civil commotion or any other delay caused by occurrences beyond its control.
 - d. Injuries to persons or damage to property except those directly caused by negligent acts or omissions of Corporate Mechanical, Inc. employees.
 - e. Expenses incurred in removing, replacing or refinishing part of the building structure necessary for performance of this agreement.
 - f. Lost profits or other consequential damages, even if Corporate Mechanical, Inc has been advised of the possibility of such damages.
4. Exclusion of Warranties – Purchaser understands that:
 - a. Services to be performed under this Agreement are not a guaranty against obsolescence or of normal wear.
 - b. Inspections shall not constitute an approval or guaranty of equipment condition or system design and performance.
 - c. Corporate Mechanical, Inc. has made no warranties, express or implied, and representations, promises or statements with respect to the equipment, its performance or fitness

5. Events of Default – The occurrence of any of the following without the prior written consent of Corporate Mechanical, Inc. shall constitute an event of default:
 - a. Failure by Purchaser to make any payment due to Corporate Mechanical, Inc. within thirty (30) days after the same becomes due and payable.
 - b. Making of any alterations, additions, adjustments or repairs to equipment by any party other than Corporate Mechanical, Inc.
6. Remedies – Upon the occurrence of an event of default or at any time thereafter, Corporate Mechanical, Inc. may:
 - a. Refuse to furnish service to Purchaser
 - b. Terminate this agreement by notice to Purchaser
 - c. Exercise and enforce all other rights and remedies available to Corporate Mechanical, Inc.
7. Duration and Termination – Upon execution of this Agreement, it shall become effective and remain in force from year to year unless cancelled. Except as otherwise provided in this Agreement, either party may cancel this Agreement, either party may cancel this Agreement by giving the other party written notice not less than 30 days prior to the anniversary date.
8. Notices - All notices and demands shall be in writing and shall be deemed given when personally delivered or mailed to the address indicated on the first page hereof or such other address as either party may designate by notice to the other.
9. Miscellaneous - This Agreement contains the entire understanding of the Purchaser and Corporate Mechanical, Inc. and supersedes all prior negotiations, agreements and proposals concerning similar services. A modification, amendment, release or waiver of any provision of this Agreement shall be effective only if made in writing and signed by the party to be bound thereby. The term "This Agreement" includes any future amendment made in accordance herewith. No delay or failure by Corporate Mechanical, Inc. in the exercise of any right or remedy shall constitute a waiver thereof. The laws of the State of Minnesota shall govern this Agreement.

Mille Lacs County HVAC Equipment

4.13

Sheriff Department								
RTU/AHU	Filters	QTY	Belt	QTY	Make	Model	Serial Number	Location
RTU-1	20x30x2	2	Direct Drive		Trane	TSC120F3RJA07D	135010705L	Lower Roof (East)
RTU-2	20x25x2	4	Direct Drive		Trane	TSC120F3RJA07D	135010221L	Middle Roof (West)
AHU-3 with split A/C condenser	16x20x2	3	BX42	2	Trane			Lower Roof (Center)
	20x20x2	3						
AHU-8	20x20x2	2	AX55	1	Trane			Basement Boiler Room
	20x25x2	2						
EF-2			4L-200	1				Roof
EF-3			3L-180	1				Roof
EF-4			4L-240	1				Roof
EF-5			4L-210	1				Roof
EF-6			4L-270	1				Roof
EF-7			4L-200	1				Roof
EF-7			3L-210	1				Roof
EF-18			4L-240	1				Roof
Huber Jail								
RTU/AHU	Filters	QTY	Belt	QTY	Make	Model	Serial Number	Location
4	16x20x2	3	A60	1	Trane	THC102F3ROA5DOB	143910240L	High Roof (Booking)
	20x20x2	3						
5	16x25x1	3	AX44	1	Trane	THC072F3ROA07DIB	143713174L	Lower Roof (Kitchen)
6	20x25x1	2	Direct Drive		Trane	THC036EROA1FD2B	143712809L	Lower Roof (Gym)
7	20x20x2	4	BX64	1	Trane	THD180F3ROA03DIB	143810473D	Lower Roof (Huber)
	20x25x2	4						
9	20x25x2	9			Aaon	RN-018-8-0-EB09-389	201204-BNGN 22212 Part# 121402	High Roof (Jail)
	20x20x2	3						
	20x25x4	6						
10	16x25x2	2	AX40	1	Carrier	48HJE006-541 HQ	1906G50441	High Roof
Control Room	18x20x2	1			Liebert			Control Rm
Data Room	16x25x4	1			Liebert			Next to Control Rm
Uni-vent	10x24x1	2						LL Control Rm
EF-1?			4L-220	1				High Roof
EF-2?			4L-230	1				High Roof
EF-3?			3L-210	1				High Roof
EF-10			4L-230	1				Lower Roof
EF-11			4L-260	1				Lower Roof
EF-12			4L-260	1				Lower Roof
EF-13			4L-270	1				Lower Roof
EF-14			4L-270	1				Lower Roof
EF-15?			4L-200	1				Lower Roof
EF-16?			4L-210	1				Lower Roof
Justice Center								
RTU/AHU	Filters	QTY	Belt	QTY	Make	Model	Serial Number	Location
RTU-1	24x24x12	8	A81	2	McQuay	RPS 062 DLW	FBOU090602276 00	Roof (East)
	12x24x12	4	B87	3		Part# X9847469-00		
	24x24x2	8						
	12x24x2	4						
RTU-2	24x24x12	8	A81	2	McQuay	RPS 062 DLW	FBOU090602304 00	Roof (West)
	12x24x12	4	B87	3		Part# X9847469-010		
	24x24x2	8						
	12x24x2	4						
Data Room	16x25x4	1			Liebert			Computer Room
EF-11			3L-190	1				Roof
EF-12			3L-180	1				Roof
EF-13			3L-190	1				Roof
EF-14			3L-200	1				Roof
Historical Courthouse (HCH)								
RTU/AHU	Filters	QTY	Belt	QTY	Make	Model	Serial Number	Location
RTU-1	12x24x4	24	Direct Drive		Aaon	RN-070-3-0-EA09-EJK	201111-BNWW02363 Part# 117393	Roof
Data Room	16x25x4	1			Liebert			Data Room
Exhaust Fan			4L-220	1				Roof
County Garage Milaca Building								
RTU/AHU	Filters	QTY	Belt	QTY	Make	Model	Serial Number	Location
Furnace 1	16x25x1	1	Direct Drive					Above Ceiling (office)
Furnace 2	20x25x1	1	Direct Drive					Above Mech Storage
CoRayVac		5						
Community & Veteran Services (CVS)								
RTU/AHU	Filters	QTY	Belt	QTY	Make	Model	Serial Number	Location
East RTU	20x25x2	6	Direct Drive		Aaon	RN-025-9-0-EA09-EJL	201109-BNWR02255 Part# 116035	Roof
	20x25x4	6						
West RTU	20x25x2	6	Direct Drive		Aaon	RN-025-8-0-EA09-EJL	201109-BNWR02254 Part# 116035	Roof
	20x25x4	6						
Data Room	20x20x4	1			Liebert			Lobby Ceiling
Exhaust Fan 1			Direct Drive					Roof
Exhaust Fan 2			4L230	1				Roof
Wahkon Garage								
RTU/AHU	Filters	QTY	Belt	QTY	Make	Model	Serial Number	Location
1 AHU	16x20x2	2						Mezzanine
1MUA	Washable		B48	2	Titan			Garage Roof
Exhaust Fans			4L230	3				Roof
Boilers		2			Lochinvar			Mezzanine
In-floor heat pumps		7			B&G			Mezzanine
LP Unit Heater		1						Radio Tower Bldg
County Garage Princeton Building								
RTU/AHU	Filters	QTY	Belt	QTY	Make	Model	Serial Number	Location
Gas Unit Heater		1	Direct Drive					Garage Ceiling

CORPORATE MECHANICAL

HVAC Commercial/Industrial Installation ♦ Scheduled Maintenance ♦ 24 hr Service
Energy Management ♦ Design Build Engineering

February 23, 2021

Mille Lacs County
Attn: Noelan Lange
635 2nd Street SE, Milaca, MN 56353

Subject: 2021 Annual Hot Water Boilers Preventative Maintenance Agreement Renewal

Thank you for the opportunity to propose this Boiler Preventative Maintenance renewal. This service agreement will provide annual site visits to perform preventive maintenance and all required cleaning, adjustments, and technical inspections at the Huber Jail, Justice Center, Historical Courthouse, Community and Veterans Services, and the Wahkon Garage locations. We are confident that by using Corporate Mechanical, Inc. your equipment will receive the care and attention it needs. Our service program will continue to increase the life span of your equipment and reduce down time.

The Total Cost for the Contract Maintenance Agreement is \$2,978.00 per year. This agreement coverage will begin March 1, 2021, or upon acceptance and signature of this agreement. Purchaser agrees to pay Corporate Mechanical in advance the annual amount of \$2,978.00. Prices quoted in this proposal are guaranteed for thirty (30) days from the proposal date above.

Annual Preventive Maintenance Cost Total

\$2,978.00

The above pricing includes labor for annual technical inspections (Fall) of all hot water boilers and circulating pumps listed for the (5) buildings. Any additional repair work or emergency service calls will be billed at the preferred customer rates.

We believe there are three things a customer looks for in their contractor partners: competitive pricing, quality workmanship and completion of work within the scheduled time frame. We guarantee your satisfaction with Corporate Mechanical, Inc. and look forward to earning your business again this year.

If you have any questions, please feel free to call me.

Sincerely,



Jeff Armbruster
Direct: (763) 412-3861 / Cell: (612) 490-4792
jarmbruster@corporatemechanical.com

5114 Hillsboro Ave N ♦ New Hope, MN 55428
Phone: (763) 533-3070 ♦ Fax: (763) 533-3464
www.CorporateMechanical.com

CORPORATE MECHANICAL

Preventative Maintenance / Technical Service Agreement

Mille Lacs County Buildings
635 Second St. SE, Milaca, MN 56353

PREVENTATIVE MAINTENANCE PROGRAM:

Each Boiler preventative maintenance call will be scheduled and maintenance work reports will detail work performed. Maintenance labor includes tools and instruments required maintaining the systems to optimum efficiencies and comfort. When identifying a potential mechanical problem. Corporate Mechanical, Inc. will provide the services checked below in accordance with the tasks indicated on the service checklist:

- | | |
|---|---|
| ☐ General Services | ☒ Heating – Hot Water Boilers |
| ☐ Air Conditioning | ☒ Hot Water Circulating Pumps |
| ☐ Chillers | ☐ Controls |
| ☐ Air Filter Service | ☐ Other Services |

LABOR RATES

Labor to complete scheduled maintenance will be performed during normal business hours (7:00am – 4:00pm). Emergency service or any additional repairs will be billed at the preferred labor rate of \$130.00/hr. Overtime rates will apply for after-hours emergency service. Labor rates can be adjusted by contractor upon 30 day written notice and will become part of this agreement.

MAINTENANCE SCHEDULE

Corporate Mechanical, Inc. will provide maintenance services indicated on the maintenance checklist as required on an annual basis.

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EQUIPMENT TO BE SERVICED UNDER THIS AGREEMENT:

Quantity	Equipment	Service Location
1	See Attached List of Hot Water Boiler Equipment	Huber Jail, Justice Center, HCH, CVS, Wahkon Garage

PROVISIONS

Services will be provided in accordance with Manufacturer's HVAC Maintenance Schedule and Scope.

Combustion analysis report for each boiler will be provided after tune-up.

Effective date: March 1st 2021

PURCHASERS ACCEPTANCE

Mille Lacs County
635 2nd Street SE
Milaca, MN 56353.



(Purchaser's Signature)

4-6-2021

(Date)

SELLERS ACCEPTANCE

Corporate Mechanical
5114 Hillsboro Ave North
New Hope, MN 55428

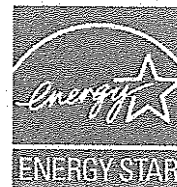


(Seller's Signature)

February 23, 2021

(Date)

Attachments:



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TERMS AND CONDITIONS

1. Access - Purchaser agrees to furnish safe, free and timely access to all equipment and systems covered by this agreement
2. Excluded - This agreement does not include the maintenance, repair or replacement of recording or portable instruments, electrical disconnect switches, casing or cabinets, insulation, gas lines, domestic water lines or nonmoving parts such as ductwork, boiler shell, tubes refractory material. In addition, Corporate Mechanical, Inc shall not be required to furnish any equipment or service or to make any special tests that are commended or required by insurance companies, government authorities or equipment vendors.
3. Limitation of liability - Corporate Mechanical, Inc. shall not be liable for:
 - a. Damage or loss resulting from freezing, corrosion, electrolysis, drain stoppage or plumbing failure of any utility service, low voltage conditions, lightning, single phasing or other electrical abnormalities.
 - b. Damage or loss resulting from improper operation or misuse of equipment by Purchaser's employees, agents or tenants.
 - c. Damages, loss or delays resulting from fire, explosion, flooding, the elements, strikes, labor troubles, civil commotion or any other delay caused by occurrences beyond its control.
 - d. Injuries to persons or damage to property except those directly caused by negligent acts or omissions of Corporate Mechanical, Inc. employees.
 - e. Expenses incurred in removing, replacing or refinishing part of the building structure necessary for performance of this agreement.
 - f. Lost profits or other consequential damages, even if Corporate Mechanical, Inc has been advised of the possibility of such damages.
4. Exclusion of Warranties – Purchaser understands that:
 - a. Services to be performed under this Agreement are not a guaranty against obsolescence or of normal wear.
 - b. Inspections shall not constitute an approval or guaranty of equipment condition or system design and performance.
 - c. Corporate Mechanical, Inc. has made no warranties, express or implied, and representations, promises or statements with respect to the equipment, its performance or fitness

5. Events of Default – The occurrence of any of the following without the prior written consent of Corporate Mechanical, Inc. shall constitute an event of default:
 - a. Failure by Purchaser to make any payment due to Corporate Mechanical, Inc. within thirty (30) days after the same becomes due and payable.
 - b. Making of any alterations, additions, adjustments or repairs to equipment by any party other than Corporate Mechanical, Inc.
6. Remedies – Upon the occurrence of an event of default or at any time thereafter, Corporate Mechanical, Inc. may:
 - a. Refuse to furnish service to Purchaser
 - b. Terminate this agreement by notice to Purchaser
 - c. Exercise and enforce all other rights and remedies available to Corporate Mechanical, Inc.
7. Duration and Termination – Upon execution of this Agreement, it shall become effective and remain in force from year to year unless cancelled. Except as otherwise provided in this Agreement, either party may cancel this Agreement, either party may cancel this Agreement by giving the other party written notice not less than 30 days prior to the anniversary date.
8. Notices - All notices and demands shall be in writing and shall be deemed given when personally delivered or mailed to the address indicated on the first page hereof or such other address as either party may designate by notice to the other.
9. Miscellaneous - This Agreement contains the entire understanding of the Purchaser and Corporate Mechanical, Inc. and supersedes all prior negotiations, agreements and proposals concerning similar services. A modification, amendment, release or waiver of any provision of this Agreement shall be effective only if made in writing and signed by the party to be bound thereby. The term “This Agreement” includes any future amendment made in accordance herewith. No delay or failure by Corporate Mechanical, Inc. in the exercise of any right or remedy shall constitute a waiver thereof. The laws of the State of Minnesota shall govern this Agreement.

Mille Lacs County Boiler Equipment Preventive Maintenance Schedule of Work

General Services

- ☒ Check amperages and voltages
- ☒ Inspect manual shut-off and throttling valves
- ☒ Lubricate moving parts as scheduled
- ☒ Inspect motors and starters
- ☒ Tighten electrical connections
- ☒ Visually inspect system piping and insulation
- ☒ Check and calibrate safety controls

Heating System – General

- ☒ Check for fuel leaks
- ☒ Check venting system
- ☒ Clean and check pilot
- ☒ Clean and inspect burner ports
- ☒ Clean and check power vent or combustion fan motor

Heating System

- ☐ Clean and inspect heat exchangers as scheduled
- ☐ Test temperature rise through unit
- ☐ Check pilot auto re-light sequence
- ☐ Check for evidence of flame roll-out

Heating System – Gas and Oil burners

- ☒ Check flame safeguard system
- ☒ Check draft controls
- ☐ Check/replace oil nozzle
- ☐ Check and adjust oil pump pressure
- ☐ Check oil tanks for water and sludge
- ☐ Recommend fuel oil treatment as required
- ☒ Check for adequate combustion air to burner from outside
- ☒ Run flue gas analysis test for optimum efficiency when required

Direct Fired Make-up Heaters

- ☐ Clean and check burner profile plates
- ☐ Check flame safeguard system
- ☐ Check air inlet screen
- ☐ Check and adjust burner and damper linkages
- ☐ Check for cracked or corroded ignition and flame rod insulators

Air Handling Systems, Supply and Exhaust

- ☐ Inspect fan pulleys and drives
- ☐ Adjust belt tension
- ☐ Replace belts as required
- ☐ Inspect vibration isolation mounts
- ☐ Inspect and clean condensate drains
- ☐ Change filters as scheduled
- ☐ Drain and winterize chilled water coils
- ☐ Inspect airside transfer surfaces

Air Conditioning/Refrigeration Systems

- ☐ Spring start-up
- ☐ Fall shut down
- ☐ Check refrigerant charge
- ☐ Check compressor oil level (semi-hermetic only)
- ☐ Check oil as scheduled (semi-hermetic only)
- ☐ Clean air-cooled condensers as scheduled
- ☐ Inspect air-cooled condensers
- ☐ Check expansion valve
- ☐ Check compressor un-loader operation
- ☐ Check operation and setting of pressure controls
- ☐ Off season service of absorption/centrifugal chillers
- ☐ Inspect and service cooling towers
- ☐ Check operation of heat pump reversing valve
- ☐ Check operation of condenser fan motor
- ☐ Megohm test compressor motors

Heating Systems – Boilers

- ☒ Test low water cut-off and other safety controls
- ☒ Check and test relief valve
- ☒ Inspect combustion fire box and note refractory condition
- ☐ Drain and flush the boiler (steam only)
- ☐ Clean mud legs (steam only)
- ☒ Inspect all surfaces for scale and corrosion
- ☐ Review and not blow-down schedule
- ☐ Chemically clean water pumps and drain receiver
- ☐ Check feed water pumps and drain receiver (steam only)
- ☒ Drain expansion tanks as needed (water only)
- ☒ Note water level and record any loss of water (water only)
- ☐ Prepare boiler for inspection by insuring company or state inspections
- ☒ Service hot water circulating pumps
- ☐ Check for leaking steam traps

Temperature Control System

- ☐ Review time schedules and optimum start settings
- ☐ Review trend log data and look for energy savings
- ☐ Review graphic displays and sequences with owner
- ☐ Check operation of individual air distribution boxes
- ☐ Service pneumatic air compressor
- ☐ Verify network communications
- ☐ Check operation of thermostats as required

Other Services

- ☐ Service humidifiers
- ☒ Combustion analysis for gas and LP-Air burners
- ☐ Service domestic water heaters
- ☒ Provide combustion efficiency reports
- ☐ Alerton Building Automation Maintenance, Back-up and owner training

Corporate Mechanical, Inc.

5114 Hillsboro Ave N • New Hope, MN 55428 • Phone: 763/533-3070 • Fax: 763/533-3464 • www.corporatemechanical.com

Mille Lacs County HW Boiler Equipment

4.13

Huber Jail						
Equipment	Size	QTY	Make	Model	Serial Number	Location
Boiler-1	1,420,000 BTUH	1	DeDietrich	GT408	21194/1	Boiler Rm
Boiler-2	1,420,000 BTUH	1	DeDietrich	GT408	21194/2	Boiler Rm
Burner-1	1738 MBTH	1	Webster	JB1G-07-RM78401-M15-EM	U53264A-02-0698	Boiler Rm
Burner-2	1738 MBTH	1	Webster	JB1G-07-RM78401-M15-EM	U53264A-01-0698	Boiler Rm
HW Pump-1	7.5 HP	1	B&G	23C 9.250 BF	2110457	Boiler Rm
HW Pump-2	7.5 HP	1	B&G	23C 9.250 BF	2110458	Boiler Rm
Justice Center / HCH						
Equipment	Size	QTY	Make	Model	Serial Number	Location
Boiler-1	Benchmark 3.0	1	Aerco	Gas / LP-air	G-08-1679	Boiler Rm
Boiler-2	Benchmark 3.0	1	Aerco	Gas / LP-air	G-08-1678	Boiler Rm
HW Pump	7.5 HP	2	B&G	1510 BF 9.5 2BC	C084488-01 C90	Boiler Rm
HW Pump	7.5 HP	2	Taco	F12509E2FAJ2LOA		Boiler Rm
HW Pumps	1.5 HP	2	Taco			Boiler Rm
Community & Verteran Services (CVS)						
Equipment	Size	QTY	Make	Model	Serial Number	Location
Boiler-1	826,000 BTUH	1	DeDietrich	GT307A	984311	Boiler Rm
Boiler-2	909,000 BTUH	1	Aerco	MLX909H	909-09-0068	Boiler Rm
Burner-1	945 MBTH	1	Webster	JB1G-02-RM7895A-A.10-UL	U53263A-01-0698	Boiler Rm
HW Pump	7.5 HP	2	B&G	90 Series	C136379-02H11	Boiler Rm
HW Pump	2 HP	2	Taco	1919C1E1 7.86 12/12		Boiler Rm
Whakon Garage						
Equipment	Size	QTY	Make	Model	Serial Number	Location
Boiler-1		1	Lochinvar			Mezzanine
Boiler-2		1	Lochinvar			Mezzanine
In-line pumps		2	B&G			Mezzanine

Updated: 12/14/2016

CORPORATE MECHANICAL

HVAC Commercial/Industrial Installation ♦ Scheduled Maintenance ♦ 24 hr Service
Energy Management ♦ Design Build Engineering

February 8, 2021

Mille Lacs County
Attn: Noelan Lange
635 2nd Street SE, Milaca, MN 56353

Subject: 2021 HVAC Preventative Maintenance Agreement Renewal

Thank you for the opportunity to provide this Preventative Maintenance renewal. This service agreement will provide semi-annual site visits to perform preventive maintenance and all required cleaning, adjustments, and technical inspections at the Sheriff's Department, Huber Jail, Justice Center, Historical Courthouse, Milaca County Garage, Princeton County Garage, Community and Veterans Services, and the Wahkon Garage locations. We are confident that by using Corporate Mechanical, Inc. your equipment will receive the care and attention it needs. Our service program will continue to increase the life span of your equipment and reduce down time.

The Total Cost for the 2021 Maintenance Agreement is \$10,990.00 per year. This agreement coverage will begin March 1, 2021, or upon acceptance and signature of this agreement. Purchaser agrees to pay Corporate Mechanical in advance the semi-annual amounts of \$5,495.00. Prices quoted in this proposal are guaranteed for thirty (30) days from the proposal date above.

Annual Preventive Maintenance Cost Total

\$10,990.00

The above pricing includes labor for semi-annual technical inspections (April, October) of all HVAC equipment listed for the eight buildings, and annual high pressure condenser coil cleaning (June) for air cooled condensers. Annual maintenance, training, and database back-up of your Alerton Building Automation System are included; also any basic lubrication and cleaning materials required to perform maintenance are included. Air filters, belts, refrigerant, and repair parts are not included in the above pricing. Any additional repair work or emergency service calls will be billed at the preferred customer rates.

We believe there are three things a customer looks for in their contractor partners: competitive pricing, quality workmanship and completion of work within the scheduled time frame. We guarantee your satisfaction with Corporate Mechanical, Inc. and look forward to earning your business again this year.

If you have any questions, please feel free to call me.

Sincerely,



Jeff Armbruster
Direct: (763) 412-3861 / Cell: (612) 490-4792
jarmbruster@corporatemechanical.com

5114 Hillsboro Ave N ♦ New Hope, MN 55428
Phone: (763) 533-3070 ♦ Fax: (763) 533-3464
www.CorporateMechanical.com

CORPORATE MECHANICAL

Preventative Maintenance / Technical Service Agreement

Mille Lacs County Buildings
635 Second St. SE, Milaca, MN 56353

PREVENTATIVE MAINTENANCE PROGRAM:

Each HVAC preventative maintenance call will be scheduled and maintenance work reports will detail work performed. Maintenance labor includes tools and instruments required maintaining the systems to optimum efficiencies and comfort. When identifying a potential mechanical problem. Corporate Mechanical, Inc. will provide the services checked below in accordance with the tasks indicated on the service checklist:

- | | |
|---|--|
| ☒ General Services | ☒ Heating - General |
| ☒ Air Conditioning | ☒ Forced Air Heat |
| ☐ Chillers | ☒ Controls |
| ☐ Air Filter Service | ☐ Other Services |

LABOR RATES

Labor to complete scheduled maintenance will be performed during normal business hours (7:00am – 4:00pm). Emergency service or any additional repairs will be billed at the preferred labor rate of \$130.00/hr. Overtime rates will apply for after-hours emergency service. Labor rates can be adjusted by contractor upon 30 day written notice and will become part of this agreement.

MAINTENANCE SCHEDULE

Corporate Mechanical, Inc. will provide maintenance services indicated on the maintenance checklist as required on a semi-annual basis. The condenser coils will be cleaned annually with a high pressure washer. Alerton BAS will be maintained annually with ongoing remote technical support.

www.corporatemechanical.com

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EQUIPMENT TO BE SERVICED UNDER THIS AGREEMENT:

Quantity	Equipment	Service Location
1	See Attached List of Equipment	Sheriff Dept., Huber Jail, Justice Center, HCH, Milaca County Garage, CVS, Wahkon Garage, Princeton Garage

PROVISIONS

Services will be provided in accordance with Manufacturer's HVAC Maintenance Schedule and Scope.

High pressure condenser coil cleaning will be provided once per year for rooftop coils.

On-site maintenance and back-up of Alerton BAS will be performed annually and remote support will be provided throughout the contract period.

Effective date: March 1st 2021

PURCHASERS ACCEPTANCE

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

SELLERS ACCEPTANCE

Corporate Mechanical
5114 Hillsboro Ave North
New Hope, MN 55428

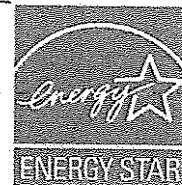

(Purchaser's Signature)

4-6-2021
(Date)


(Seller's Signature)

February 8, 2021
(Date)

Attachments: Schedule of Work
HVAC Equipment List



TERMS AND CONDITIONS

1. Access - Purchaser agrees to furnish safe, free and timely access to all equipment and systems covered by this agreement
2. Excluded - This agreement does not include the maintenance, repair or replacement of recording or portable instruments, electrical disconnect switches, casing or cabinets, insulation, gas lines, domestic water lines or nonmoving parts such as ductwork, boiler shell, tubes refractory material. In addition, Corporate Mechanical, Inc shall not be required to furnish any equipment or service or to make any special tests that are commended or required by insurance companies, government authorities or equipment vendors.
3. Limitation of liability - Corporate Mechanical, Inc. shall not be liable for:
 - a. Damage or loss resulting from freezing, corrosion, electrolysis, drain stoppage or plumbing failure of any utility service, low voltage conditions, lightning, single phasing or other electrical abnormalities.
 - b. Damage or loss resulting from improper operation or misuse of equipment by Purchaser's employees, agents or tenants.
 - c. Damages, loss or delays resulting from fire, explosion, flooding, the elements, strikes, labor troubles, civil commotion or any other delay caused by occurrences beyond its control.
 - d. Injuries to persons or damage to property except those directly caused by negligent acts or omissions of Corporate Mechanical, Inc. employees.
 - e. Expenses incurred in removing, replacing or refinishing part of the building structure necessary for performance of this agreement.
 - f. Lost profits or other consequential damages, even if Corporate Mechanical, Inc has been advised of the possibility of such damages.
4. Exclusion of Warranties – Purchaser understands that:
 - a. Services to be performed under this Agreement are not a guaranty against obsolescence or of normal wear.
 - b. Inspections shall not constitute an approval or guaranty of equipment condition or system design and performance.
 - c. Corporate Mechanical, Inc. has made no warranties, express or implied, and representations, promises or statements with respect to the equipment, its performance or fitness

5. Events of Default – The occurrence of any of the following without the prior written consent of Corporate Mechanical, Inc. shall constitute an event of default:
 - a. Failure by Purchaser to make any payment due to Corporate Mechanical, Inc. within thirty (30) days after the same becomes due and payable.
 - b. Making of any alterations, additions, adjustments or repairs to equipment by any party other than Corporate Mechanical, Inc.
6. Remedies – Upon the occurrence of an event of default or at any time thereafter, Corporate Mechanical, Inc. may:
 - a. Refuse to furnish service to Purchaser
 - b. Terminate this agreement by notice to Purchaser
 - c. Exercise and enforce all other rights and remedies available to Corporate Mechanical, Inc.
7. Duration and Termination – Upon execution of this Agreement, it shall become effective and remain in force from year to year unless cancelled. Except as otherwise provided in this Agreement, either party may cancel this Agreement, either party may cancel this Agreement by giving the other party written notice not less than 30 days prior to the anniversary date.
8. Notices - All notices and demands shall be in writing and shall be deemed given when personally delivered or mailed to the address indicated on the first page hereof or such other address as either party may designate by notice to the other.
9. Miscellaneous - This Agreement contains the entire understanding of the Purchaser and Corporate Mechanical, Inc. and supersedes all prior negotiations, agreements and proposals concerning similar services. A modification, amendment, release or waiver of any provision of this Agreement shall be effective only if made in writing and signed by the party to be bound thereby. The term "This Agreement" includes any future amendment made in accordance herewith. No delay or failure by Corporate Mechanical, Inc. in the exercise of any right or remedy shall constitute a waiver thereof. The laws of the State of Minnesota shall govern this Agreement.

Mille Lacs County HVAC Equipment

4.13

Sheriff Department								
RTU/AHU	Filters	QTY	Belt	QTY	Make	Model	Serial Number	Location
RTU-1	20x30x2	2	Direct Drive		Trane	TSC120F3RJA07D	135010705L	Lower Roof (East)
RTU-2	20x25x2	4	Direct Drive		Trane	TSC120F3RJA07D	135010221L	Middle Roof (West)
AHU-3 with split A/C condenser	16x20x2	3	BX42	2	Trane			Lower Roof (Center)
	20x20x2	3						
AHU-8	20x20x2	2	AX55	1	Trane			Basement Boiler Room
	20x25x2	2						
EF-2			4L-200	1				Roof
EF-3			3L-180	1				Roof
EF-4			4L-240	1				Roof
EF-5			4L-210	1				Roof
EF-6			4L-270	1				Roof
EF-7			4L-200	1				Roof
EF-7			3L-210	1				Roof
EF-18			4L-240	1				Roof
Huber Jail								
RTU/AHU	Filters	QTY	Belt	QTY	Make	Model	Serial Number	Location
4	16x20x2	3	A60	1	Trane	THC102F3ROA5DOB	143910240L	High Roof (Booking)
	20x20x2	3						
5	16x25x1	3	AX44	1	Trane	THC072F3ROA07DIB	143713174L	Lower Roof (Kitchen)
6	20x25x1	2	Direct Drive		Trane	THC036EROA1FD2B	143712909L	Lower Roof (Gym)
7	20x20x2	4	BX64	1	Trane	THD180F3ROA03DIB	143810473D	Lower Roof (Huber)
	20x25x2	4						
9	20x25x2	9			Aeon	RN-018-8-0-EB09-389	201204-BNGN 22212 Part# 121402	High Roof (Jail)
	20x20x2	3						
	20x25x4	6						
10	16x25x2	2	AX40	1	Carrier	48HJE006-541 HO	1906G50441	High Roof
Control Room	18x20x2	1			Liebert			Control Rm
Data Room	16x25x4	1			Liebert			Next to Control Rm
Uni-vent	10x24x1	2						LL Control Rm
EF-17			4L-220	1				High Roof
EF-27			4L-230	1				High Roof
EF-37			3L-210	1				High Roof
EF-10			4L-230	1				Lower Roof
EF-11			4L-260	1				Lower Roof
EF-12			4L-260	1				Lower Roof
EF-13			4L-270	1				Lower Roof
EF-14			4L-270	1				Lower Roof
EF-157			4L-200	1				Lower Roof
EF-167			4L-210	1				Lower Roof
Justice Center								
RTU/AHU	Filters	QTY	Belt	QTY	Make	Model	Serial Number	Location
RTU-1	24x24x12	8	A81	2	McQuay	RPS 062 DLW	FBOU090602276 00	Roof (East)
	12x24x12	4	B87	3		Part# X9847469-00		
	24x24x2	8						
	12x24x2	4						
RTU-2	24x24x12	8	A81	2	McQuay	RPS 062 DLW	FBOU090602304 00	Roof (West)
	12x24x12	4	B87	3		Part# X9847469-010		
	24x24x2	8						
	12x24x2	4						
Data Room	16x25x4	1			Liebert			Computer Room
EF-11			3L-190	1				Roof
EF-12			3L-180	1				Roof
EF-13			3L-190	1				Roof
EF-14			3L-200	1				Roof
Historical Courthouse (HCH)								
RTU/AHU	Filters	QTY	Belt	QTY	Make	Model	Serial Number	Location
RTU-1	12x24x4	24	Direct Drive		Aeon	RN-070-3-0-EA09-EJK	201111-BNWWY02363 Part# 117393	Roof
Data Room	16x25x4	1			Liebert			Data Room
Exhaust Fan			4L-220	1				Roof
County Garage Milaca Building								
RTU/AHU	Filters	QTY	Belt	QTY	Make	Model	Serial Number	Location
Furnace 1	16x25x1	1	Direct Drive					Above Ceiling (office)
Furnace 2	20x25x1	1	Direct Drive					Above Mech Storage
CoRayVac		5						
Community & Veteran Services (CVS)								
RTU/AHU	Filters	QTY	Belt	QTY	Make	Model	Serial Number	Location
East RTU	20x25x2	6	Direct Drive		Aeon	RN-025-9-0-EA09-EJL	201109-BNWR02255 Part# 116035	Roof
	20x25x4	6						
West RTU	20x25x2	6	Direct Drive		Aeon	RN-025-8-0-EA09-EJL	201109-BNWR02254 Part# 116035	Roof
	20x25x4	6						
Data Room	20x20x4	1			Liebert			Lobby Ceiling
Exhaust Fan 1			Direct Drive					Roof
Exhaust Fan 2			4L230	1				Roof
Wahkon Garage								
RTU/AHU	Filters	QTY	Belt	QTY	Make	Model	Serial Number	Location
1 AHU	16x20x2	2						Mezzanine
1MUA	Washable		B48	2	Titan			Garage Roof
Exhaust Fans			4L230	3				Roof
Boilers		2			Lochinvar			Mezzanine
In-floor heat pumps		7			B&G			Mezzanine
LP Unit Heater		1						Radio Tower Bldg
County Garage Princeton Building								
RTU/AHU	Filters	QTY	Belt	QTY	Make	Model	Serial Number	Location
Gas Unit Heater		1	Direct Drive					Garage Ceiling

Email completed form, contract, and all attachments in Word format to Brittany.Mueller@millelacs.mn.gov

Summarized purpose for contract: Review the Renewal of Corporate Mechanical's HVAC Preventative Maintenance Agreement for 2021

Any specific concerns related to this contract? ☐ Yes or ☒ No

If so, what are they? _____

Make sure all attachments and/or exhibits are attached to contract.

☐ New Contract or ☒ Renewal (if so, is original contract attached? ☒ Yes or ☐ No)

Year or complete date of most recent County Board approval: 2020

Any concerns about previous contract? None

By what date must the contract be approved by the County Board? 3 / 16 / 21

Department Head / Supervisor submitting for review: Noelan R. Lange

Vendor (or attorney) contact information: Name: Jeff Armbruster of Corporate Mechanical, 5114 Hillsboro Ave N, New Hope, MN 55428

Telephone: Direct: (763) 412-3861 / Cell: (612) 490-4792

E-mail: jarmbruster@corporatemechanical.com

For use by County Attorney Staff

Date Received: _____

File Number: _____

Assigned Attorney: _____

Requested Meeting Date: 04/06/21

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

Title of Item for Consideration:

Information Only: Advertisement of Bid - SAP 048-614-004 (CSAH 14) Grading, Base and Bituminous Surfacing Project

Consent Agenda

☐ Approve/Deny Motion ☒ Information Only
☐ Schedule Public Hearing*
*provide sample notice that will run in paper

Regular Agenda – Estimate Time Needed: _____ minutes

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

*provide copy of hearing notice that was published

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):

Per the authority granted to the County Engineer by the Mille Lacs Board of Commissioners during the February 18, 2014 Board of Commissioners meeting, the following project is currently being advertised by the County Public Works Department:

CSAH 14 Grading, Base and Bituminous Surfacing Project

The advertisement of this project was discussed at the last Board meetin. The purpose of this agenda item is to formally inform the Board that the project did in fact advertise on March 24th, will bid on April 26th at 9:30 am after the required minimum 31 day advertisement period, and is scheduled to be presented to the Board for award during the May 4th Board of Commissioners meeting. A copy of the project advertisement is attached and it is also posted on the Mille Lacs County Public Works website.

Alternatives/Options/Comments:

Recommended Action/Motion:

No action necessary at this time.

Financial Impact:

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

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

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.)

CSAH 14 Advertisement

Board action: (for use by Recording Secretary)

☐ Approved ☐ Denied ☐ Tabled: _____

GRADING, BASE & BITUMINOUS SURFACING PROJECT

**BIDS CLOSE APRIL 26, 2021
Mille Lacs County, Minnesota**

Sealed bids will be received electronically until 9:30 A.M., April 26th 2021 at the office of the County Engineer located at 635 2nd Street SE, Milaca, MN, at which time bids will be opened and read in the Administrative Services Office (Upper Level) at the Historic Courthouse for the following project:

SAP 048-614-004 (CSAH 14) (2.389 Miles) located in Foreston, MN. Approximate major quantities include: 26,037 CY Excavation - Common, 11,455 CY Granular Borrow, 37,593 CY Granular Embankment, 4226 CY Excavation - Subgrade, 19,955 Tons Aggregate Base, 20,720 SY Shoulder Base Aggregate, 25,425 SY Full Depth Reclamation, 8,135 Tons Bituminous Wearing Course Mixture, 1,768 LF Pipe Culverts, 105,420 LB Hydraulic Mulch Matrix, Traffic Control, Erosion Control, and Pavement Markings.

Prospective bidders must obtain bidding documents from the County Engineer through the Mille Lacs County website via E-Gram. Bids shall be submitted electronically through bidVAULT. Bids will only be accepted from those who are a documented plan holder.

Copies of the bidding documents are available for viewing at the County Engineer's office. There is no cost for the bidding documents. However, there is a cost to submit a bid electronically through bidVAULT. Bidding documents shall be obtained from the Mille Lacs County website at <http://www.millelacs.mn.gov/>, and go to the Department Tab / Public Works / Projects for Bid/E-Gram.

Bids must be accompanied by a certified check or bidders' bond payable to the County Auditor/Treasurer of Mille Lacs County for at least 5% of the proposal. The County reserves the right to waive any bid for non-conformity with the bidding process, or all bids at its discretion. Alternately, the County may waive minor non-conformities at their discretion.

Dated at Milaca, Minnesota this March 24, 2021.

Neal R. Knopik, PE
County Engineer

POSTED ON THE MILLE LACS COUNTY WEBSITE: March 24, 2021 to April 26, 2021

Requested Meeting Date: 04/06/21

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

Title of Item for Consideration:	
Information Only: Letter of Support and Memorandum of Understanding with Children's Dental 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: Beth Crook, Director	Department: CVS
Who will attend the meeting and be able to respond to questions? Give name and title: Beth Crook, CVS Director	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Please find attached a Letter of Support and Memorandum of Understanding between Mille Lacs County Public Health and Children's Dental Services. Due to the short time limit of this very important service to the children of Mille Lacs County, Interim County Administrator Holly Wilson, authorized CVS Director Beth Crook to sign these documents and return to Children's Dental Service in order to apply for funding to provide this service.	
Alternatives/Options/Comments: N/A	
Recommended Action/Motion: Informational 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: _____	
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: _____	



Community and Veterans Services
Beth Crook, Director
525 2nd Street SE
Milaca, MN 56353

Phone: 320-983-8208, Toll Free: 888-270-8208, Fax: 320-983-8306

March 29, 2021

RE: Letter of Support for HRSA 21-082

Dear Grant Review Committee Members:

I serve Mille Lacs County Public Health, a rural community located in East Central Minnesota. Mille Lacs County ranks near the very bottom of Minnesota counties in terms of health, at 82nd out of 87 counties. Our entire county is a federally designated Dental Professional Shortage Area (DPSA). We are home to the Mille Lacs Band of Ojibwe, located in Onamia, Minnesota; 6.4% of our population is Native American, which is more than 6 times Minnesota's average. Unfortunately health outcomes for Native Americans have the worst health outcomes of any community in Minnesota, and are significantly underfunded.

We want to improve the health of our most vulnerable and low-income families. Dental disease is the most common, chronic childhood illness, resulting in pain and missed school time. At the same time, access to dental care has decreased as a result of the Covid-19 pandemic. To ensure that our low-income residents have increased access to primary dental services we will partner with Children's Dental Services (CDS) to expand dental care in our region via a telehealth network.

Please support this critically needed proposal to improve access to dental care for vulnerable children and families across Mille Lacs County.

Sincerely,

Beth Crook
Community & Veteran Service Director
Mille Lacs County



Community and Veterans Services
Beth Crook, Director
 525 2nd Street SE
 Milaca, MN 56353

Phone: 320-983-8208, Toll Free: 888-270-8208, Fax: 320-983-8306

Please allow this to serve as a Cover Page for Memorandum of Agreement Between Mille Lacs County and Children's Dental Services

**Memorandum of Agreement Between
 Children's Dental Services (CDS) And Mille Lacs County Public Health
 Regarding Provision of Dental Services via Telehealth Network**

This Memorandum of Agreement is designed to formalize relationship between Children's Dental Services (CDS), hereinafter referred to as CDS and Mille Lacs County Public Health, hereinafter referred to as MLPH, regarding a collaboration to provide dental services via a telehealth network.

Terms of Agreement

1. Roles and responsibilities of CDS: CDS will serve as a Network Destination site under this agreement, through which it will provide the following clinical care by dental providers licensed in Minnesota as required:

- Telehealth dental services including x-rays, exams and service supervision
- Comprehensive community-based dental center services integrated with other primary community health services including sealants, fluoride, extractions, cleanings, and fillings. No general anesthesia will be used by CDS at MLPH.

Resources provided by CDS:

- Dental equipment and supplies (pharmaceuticals, laboratory and medical) for use in care.
- Proper maintenance and disposal of hazardous waste.
- Appropriate staffing for the dental care (with training and licensing as required by law).
- Supervision of dental staff.
- All billing responsibilities.
- Dental malpractice insurance for all appropriate staff.
- All dental equipment installed is the property and responsibility of CDS. It remains property of CDS should the agreement end, and all repairs and maintenance of the dental equipment are the responsibility of CDS.
- Consent for care form available in English, Hmong, Karen, Somali and Spanish.

Planning and Implementation provided by CDS:

Past Activities:

- Being selected by and participating in a teledentistry pilot project by MDH
- Past planning and implementation work has involved obtaining and integrating digital teledentistry equipment connecting CDS dental services between 17 different community health, educational and social service rural sites and CDS' headquarters facility in Minneapolis.
- HRSA School Based Dental Clinic grantee

Current Activities:

- Arranging planning meeting between network partners
- Obtaining and integrating telehealth equipment

2. Roles and Responsibilities of MLPH: MLPH will serve as a Network Partner Rural Originating site under this agreement, through which it will provide participation in telehealth network via:

- Dissemination of consent forms to patients
- Referrals of patients for telehealth services.

Resources provided by MLPH:

- Space as renovated and presently defined including reception area, examination rooms, shared bathrooms, conference rooms, offices, and storage. When possible and at the discretion of each location, CDS will have access to conference rooms.
- All utilities.
- Access to the internet and phones at each site.
- Printing and inclusion of CDS parental consent form and other brochures.

Planning and Implementation provided by MLPH:

Past Activities:

- Provision of comprehensive health services to underserved.
- Integration of services with various community providers and stakeholders including educational, behavioral health, counselling and nutrition services.

Current Activities:

- Arranging planning meetings between health and educational partners
- Collaborating on and support of integration of telehealth equipment

3. CDS agrees that it has complete operational responsibility over the provision of dental care. This responsibility includes securing funding, and adjusting staffing levels or hours of operation according to facility hours.

"The mission of Mille Lacs County Community and Veterans Services is to promote the health, safety, and well-being of all county residents, by providing services, resources, and assistance necessary for residents to improve their lives."

4. CDS will protect the confidentiality of any and all information received from patients who seek services at the children's dental clinic unless disclosure is necessary for the health and safety of the patient and/or other persons. CDS agrees to maintain all data obtained from MLPH as required under the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13 (the "Act").
5. CDS will comply with records retention and audit requirements, pursuant to Minn. Stat. 3100.9600.
6. CDS shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities.
7. CDS will provide MLPH a Certificate of Liability Insurance and will retain \$2,000,000 coverage for commercial liability, \$4,000,000 coverage for dental malpractice liability (with \$2,000,000 per occurrence) and \$500,000 for workers compensation liability.
8. CDS and MLPH staff will work cooperatively. This includes collaboration whenever possible between clinic staff and nurse/social worker/health staff in addressing patient needs.
9. This agreement will commence no later than September 1, 2021 and shall remain effective until such time as either or both parties agree, in writing, to any changes and/or termination giving at least thirty (30) days notice.
10. This Agreement constitutes the entire understanding and Agreement between CDS and MLPH with regard to all matters herein. This Agreement supersedes in the entirety any and all previous agreements, whether written or oral, between the parties.
11. This Agreement may be amended only in writing signed by all the parties hereto.
12. All notices and other communications required or desired to be given shall be given personally, or sent by telefax, registered or certified mail, postage prepaid, return receipt requested to the persons and the addresses set forth at the end of the contract. Notices will be deemed received (a) on the date delivered, if delivered personally; (b) when sent by telefax (if confirmation notice is sent by registered or certified mail on the same day; or (c) three (3) business days after posting, if sent by registered or certified mail:
13. The laws of the State of Minnesota shall govern this Agreement.
14. Nothing herein shall create or be deemed to create any relationship of agency, joint venture or partnership between MLPH and CDS. Neither party shall have the power to bind or obligate the other in any manner except as expressly provided in this Agreement.
15. Neither party shall be liable to the other or be deemed to be in breach of the Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather.
16. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permissible by law.
17. Any waiver, expressed or implied, by either party of any rights, terms or conditions of the Agreement shall not operate to waive such rights, terms or conditions or any other rights, terms, or conditions beyond the specific instance of waiver.

"To enhance the lives of Mille Lacs County residents by providing services and resources to promote the health and well-being of the community."

The Parties hereby cause this instrument to be executed by their duly authorized officers:

Sarah Wovcha
Executive Director
Children's Dental Services
636 Broadway Street NE
Minneapolis, MN 55413
(612) 636-1577

Beth Crook, Director
 Community & Veteran Services
 Mille Lacs County Public Health
 525 2nd Street Southeast
 Milaca, MN 56353
 (320) 983-8208

Requested Meeting Date: 04/06/21

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

Title of Item for Consideration:

Approve Executive Recruitment Process to Fill the County Administrator Vacancy

Consent Agenda

☐ Approve/Deny Motion ☐ Information Only

☐ Schedule Public Hearing*

*provide sample notice that will run in paper

Regular Agenda – Estimate Time Needed: 15 minutes

☒ Approve/Deny Motion

☒ Discussion Item

☐ Direction Requested

☐ Hold Public Hearing*

☐ Presentation of Information

*provide copy of hearing notice that was published

Submitted by:

Holly Wilson, Assistant County Administrator

Department:

ASO

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

Holly Wilson, Assistant County Administrator

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

At its March 16, 2021, the Mille Lacs County Board of Commissioners approved an agreement with BakerTilly for Executive Recruitment Services. As part of the recruitment process, BakerTilly will facilitate discussion with the County Board to determine the type of recruitment needed to fill the vacancy as either a County Administrator or County Coordinator.

Alternatives/Options/Comments:

Approve Executive Recruitment for a County Coordinator.
Table for further discussion.

Recommended Action/Motion:

Approve Executive Recruitment for a 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.)

Board action: (for use by Recording Secretary)

☐ Approved

☐ Denied

☐ Tabled:

Requested Meeting Date: 04/06/21

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

Title of Item for Consideration:

Authorize Staff to Solicit Quotes for the Maintenance of Tax-Forfeited Property

Consent Agenda

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

**provide sample notice that will run in paper*

Regular Agenda – Estimate Time Needed: _____ minutes

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

**provide copy of hearing notice that was published*

Submitted by:

Chris Berg

Department:

Environmental Resources

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

Chris Berg, Environmental Resources Director/Land Commissioner

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

Pursuant to MN Statute 282.04 the Land Commissioner may provide for the maintenance of tax-forfeited lands if it is determined by the County Board that such maintenance is necessary for the operation, use, preservation, and safety of the building or structure. Two (2) parcels were identified that require maintenance by mowing to preserve the properties in saleable condition, and in some instances, prevent damage to the structures.

Both parcels were previously approved for mowing in 2020.

Alternatives/Options/Comments:

The contracts for mowing services includes a clause to end services if the parcel is sold before the end of the mowing season.

Recommended Action/Motion:

Approve motion to authorize the Land Commissioner to maintain the identified parcels and solicit quotes for mowing 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: TFL Sale Fund

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.)

List of parcels to be maintained



Board action: (for use by Recording Secretary)

☐ Approved ☐ Denied ☐ Tabled: _____

PIN/Address		Forfeit date	Acres
14-240-0080	35647 125th Ave, Onamia, MN 56359	10/31/2018	0.23
19-004-2700	198 Fredrick St, Foreston, MN	10/31/2014	0.16

Requested Meeting Date: 04/06/21

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

Title of Item for Consideration: Consider Extending Mille Lacs and Crow Wing County Plowing 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
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): Mille Lacs County has had an agreement in place since 1982 outlining the snow plowing responsibilities of Crow Wing County within Mille Lacs County. The agreement included in this agenda item is an extension of the latest agreement which has since expired. This agreement has been review by the Attorney's Office and discussed at the March 16th Board meeting.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve extending the Cross-Jurisdictional Road Maintenance Agreement between Crow Wing County and Mille Lacs County.	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$T&M Are funds available in the budget? ☒ Yes ☐ No If no, please explain: In our maintenance 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.) Both the 2015 agreement and the new 2020 agreement.	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

**CROSS-JURISDICTIONAL ROAD MAINTENANCE AGREEMENT
BETWEEN CROW WING COUNTY AND MILLE LACS COUNTY**

This Agreement is made and entered into this first day of May 2020 by and between the County of Crow Wing, a political subdivision of the State of Minnesota, 326 Laurel Street, Brainerd, Minnesota 56401, hereinafter referred to as "Crow Wing," and the County of Mille Lacs, a political subdivision of the State of Minnesota, 635 2nd Street SE, Milaca, Minnesota 56353, as represented by its Department of Public Works, 565 8th Street NE, Milaca, Minnesota 56353, hereinafter collectively referred to as "Mille Lacs."

WHEREAS, since 1982, at the request of Mille Lacs, Crow Wing has performed routine snowplowing operations on 1.1 miles of Mille Lacs County State Aid Highway ("CSAH") 25 (460th Street) in Mille Lacs County from east of the Mille Lacs/Crow Wing county line to State Highway 169 (See Attachments A, B, and C); and

WHEREAS, Crow Wing currently invoices Mille Lacs for its snowplowing operations on a monthly basis at a time-and-material rate; and

WHEREAS, it is in the best interest of both Crow Wing and Mille Lacs to collaborate in a manner that improves efficiency and the level of snowplowing operations provided to their residents; and

WHEREAS, Crow Wing and Mille Lacs wish to mutually agree on the cross-jurisdictional maintenance of Mille Lacs CSAH 25 (460th Street).

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, Crow Wing and Mille Lacs agree to the following:

1. SNOWPLOWING

Crow Wing shall perform snowplowing operations on that portion of Mille Lacs CSAH 25 (460th Street) described in Attachments A and B by plowing as needed and depositing the snow into the road ditch. As and when necessary, Crow Wing shall apply adequate salt/sand as determined to be necessary to improve traction. The level of snowplowing operations provided shall be the same as those performed on similar roads of equal function near Mille Lacs CSAH 25 (460th Street).

The road shall be inspected periodically. Both parties reserve the right to inform the other party if a concern or problem is discovered that could lead to damage or jeopardize safety. The other party shall then be given time to correct or mitigate the concern or problem. Crow Wing reserves the right to refuse or suspend snowplowing operations if a concern or problem is discovered that could lead to damage or jeopardize safety.

2. COSTS

Crow Wing shall invoice Mille Lacs on a monthly basis at a time-and-material rate for the snowplowing operations it performs on Mille Lacs CSAH 25 (460th Street).

If damages occur to Mille Lacs CSAH 25 (460th Street) as a result of Crow Wing's snowplowing operations, then Crow Wing shall be responsible for repairing those damages at no cost to Mille Lacs.

3. EXCLUSIONS

Maintenance does not include engineered construction or road reconstruction.

4. TERM

This Agreement shall remain in effect until May 1, 2024. At that time the terms of this Agreement shall be reviewed and, if necessary, modified to suit the current conditions.

5. TERMINATION

Either party may terminate this Agreement by providing a 30-day written notice to the other party. Upon termination, Crow Wing shall invoice Mille Lacs for the costs of snowplowing operations performed from January 1st of that year to the date of termination. Payment shall be due 60 days from the date of the invoice.

6. NOTICE/AUTHORIZED REPRESENTATIVE

The authorized representative for Crow Wing is the Crow Wing County Engineer or their designee. The authorized representative for Mille Lacs County is the Mille Lacs County Engineer or their designee. Such representatives shall have the final authority for acceptance of any services performed under this Agreement. For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the Crow Wing County Engineer, 16589 County Road 142, Brainerd, Minnesota 56401, on behalf of Crow Wing County, and to the Mille Lacs County Engineer, 565 8th Street NE, Milaca, Minnesota 56353, on behalf of Mille Lacs County.

7. INDEMNIFICATION/INSURANCE

To the extent allowed by law, Crow Wing and Mille Lacs mutually agree to indemnify and hold each other harmless from any claims, losses, costs, expenses or damages resulting from the acts or omissions of their respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

Each party shall obtain and keep in full force and effect at its own cost and expense for the duration of this Agreement insurance coverage with limits no lower than those set forth in Minnesota Statutes § 466.04 or as may be amended. Adequate or otherwise required insurance coverage obtained through the Minnesota Counties Intergovernmental Trust satisfies the insurance requirements of this section.

8. AUDIT CLAUSE

Pursuant to Minnesota Statutes § 16C.05, subd. 5, or as may be amended, Crow Wing agrees that the books, records, documents, and accounting procedures and practices relevant to this

Agreement are subject to examination by Mille Lacs and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years.

9. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all previous oral and written agreements and all previous negotiations, representations, and understandings, oral or written, between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties to the subject matter hereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

10. PURPOSE

The purpose of this Agreement is to establish a clear set of responsibilities and expectations with respect to the future snowplowing operations performed by the parties on Mille Lacs CSAH 25 (460th Street). This Agreement updates and formalizes the long-standing agreement between Crow Wing and Mille Lacs.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF CROW WING

By: _____
Tim Bray, P.E.
Crow Wing County Engineer

Date: _____

COUNTY OF MILLE LACS

By: David Oslin
David Oslin
Mille Lacs County Board Chairperson

Date: 4-6-2021

By: Holly Wilson
Holly Wilson
Mille Lacs Assistant County Administrator

Date: 4/16/2021

APPROVED AS TO FORM AND EXECUTION:

By: _____
Rockwell J. Wells
Assistant. Crow Wing County Attorney

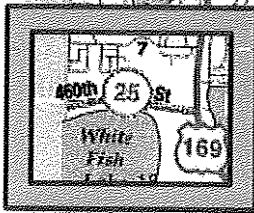
By: _____
Joe Walsh
Mille Lacs County Attorney

Date: _____

Date: _____

Mileage Chart

Road	Total Road Mileage	Mille Lacs County	Crow Wing County
Mille Lacs CSAH 25	1.1 miles	1.1 miles	0 miles



DEPARTMENT OF HIGHWAYS
MILLE LACS COUNTY

665 - 8th STREET N.E.
P.O. BOX 95
MILACA, MINNESOTA 56353

RICHARD E. LARSON
COUNTY HIGHWAY ENGINEER
1-612-983-2561, Ext. 290

cab

January 4, 1982

Duane A. Blanck
Crow Wing County Highway Engineer
Box 308
Brainerd, Minnesota 56401

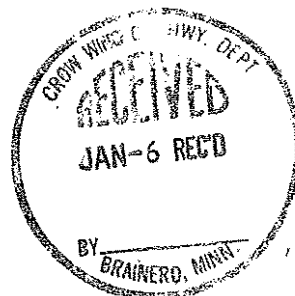
Dear Duane:

Please plow the Pine Center Road (Crow Wing C.S.A.H. No. 2, Mille Lacs C.S.A.H. No. 25) to T.H. 169 in order to provide better service to the motorists using the road. It appears your crew is in the area much quicker than ours and the unplowed section of road has caused some problems. As I discussed with Bob on January 4, 1982 you can bill us for this work.

Thanks,


Richard Larson
Mille Lacs County Highway Engineer

RCL:tnw



AN EQUAL OPPORTUNITY EMPLOYER



Public Works Department
565 NE Eighth Street
Milaca, MN 56353

Bruce D. Cochran, PE
County Engineer

Jay Munson
Assistant Engineer

Michael Maurer
Maintenance Supervisor

Trudy Wedell
Office Manager

December 9, 2015

Jory Danielson
Maintenance Supervisor
Crow Wing County Highway Department
16589 County Road 142
Brainerd, MN 56401

RE: Cross-Jurisdictional Maintenance Agreement

Dear Mr. Danielson:

Attached are two original copies of the cross-jurisdictional maintenance agreement, where Crow Wing County provides snow removal services for Mille Lacs County.

Please forward these to the Crow Wing County Board for approval and signature.

Retain one fully executed copy for your purposes, return the other to the Mille Lacs County Public Works Department.

Feel free to contact me if you have questions.

Sincerely,

Bruce D. Cochran, PE
County Engineer

BDC/mp

Enclosures: (2) Cross-Jurisdictional Maintenance Agreements

CROSS-JURISTICTIONAL MAINTENANCE AGREEMENT
BETWEEN CROW WING COUNTY AND MILLE LACS COUNTY

This Agreement is made and entered into this day of December 15, 2015, by and between the County of Crow Wing, a political subdivision of the State of Minnesota, 326 Laurel Street, Brainerd, Minnesota, 56401, hereinafter referred to as "Crow Wing", and the Mille Lacs County Board of Commissioners, 635 2nd Street SE, Milaca, MN 56353, a political subdivision of the State of Minnesota, as represented by its Department of Public Works, 565 8th Street NE, Milaca, MN 56353, hereinafter collectively referred to as "Mille Lacs"

WHEREAS, in 1982 Crow Wing agreed to perform routine snowplowing operations to 1.1 miles of Mille Lacs CSAH 25/460th Street in Mille Lacs east of the Mille Lacs/Crow Wing county line to State Highway 169; and,

WHEREAS, for the snowplowing operations performed, Crow Wing currently invoices Mille Lacs on a monthly basis at a time and material rate; and,

WHEREAS, it is in the best interest of both entities to collaborate in a manner that improves efficiency and level of snowplowing services provided to the residents of Crow Wing and Mille Lacs Counties.

WHEREAS, Crow Wing and Mille Lacs wish to mutually agree on the maintenance of Mille Lacs CSAH 25/460th Street: and,

NOW THEREFORE Crow Wing and Mille Lacs agree to the following:

1. SNOWPLOWING

Snowplowing on the portion of CSAH 25/460th Street described in Attachment A and depicted in Appendix B shall be performed by Crow Wing by plowing as needed and depositing the snow into the road ditch. Adequate salt/sand application shall be placed by Crow Wing after the road is plowed when determined to be necessary to improve traction.

The road shall be inspected periodically and if any concerns or inherent problems are discovered that could lead to damage either entity reserves the right to inform the other entity of the concern, giving either entity time to correct or mitigate the concern or problem. Crow Wing reserves the right to refuse or suspend operations if the concern or problem could lead to damage or jeopardizes safety.

The level of service provided by Crow Wing to Mille Lacs roads shall be the same as to similar roads of equal function in close proximity to those listed in this agreement.

2. COSTS

Crow Wing shall invoice Mille Lacs monthly for snowplowing operations, at a time and material rate.

3. EXCLUSIONS

Maintenance does not include engineered construction or road reconstruction. Mille Lacs will not be responsible for repair of damage caused by Crow Wing.

4. TERM

This Agreement shall remain in effect until May 1, 2020. At that time the terms of this agreement will be reviewed and, if necessary, modified to suit the current conditions.

5. TERMINATION

Either entity may terminate this agreement by providing a 30 day written notice to the other party. Upon termination, Crow Wing will invoice Mille Lacs for snowplowing from the prior January 1st until the day of termination. Payment of said invoice will be due 60 days from invoice date.

6. NOTICE/AUTHORIZED REPRESENTATIVE

The authorized representative for Crow Wing is the Crow Wing County Engineer or their designee. The authorized representative for Mille Lacs County is the Mille Lacs County Engineer or their designee. Such representatives shall have the final authority for acceptance of any services. For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the Crow Wing County Engineer, 16589 County Road 142, Brainerd, Minnesota, 56401, on behalf of Crow Wing County, and the Mille Lacs County Engineer, 565 8th Street NE, Milaca, MN 56353, on behalf of Mille Lacs County.

7. INDEMNIFICATION/INSURANCE

Crow Wing and Mille Lacs mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement where such claims are not based on negligence. Each party agrees that in order to protect itself including their commissioners, officers, employees, and agents and indemnify the other under this indemnity agreement provision, to, at all times during the term of this agreement, have and keep in force the insurance coverage(s) at limits no lower than the limits set forth in MN. Stat. § 466.04 or as may be amended. Adequate, or otherwise required, insurance coverage obtained through the Minnesota Counties Intergovernmental Trust satisfies the insurance requirements of this section.

8. AUDIT CLAUSE

Pursuant to MN. Stat. § 16C.05, Subd. 5 (or as amended), Crow Wing agrees that the books, records, documents, and accounting procedures and practices that are relevant to the contract or transaction, are subject to examination by Mille Lacs County and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years.

9. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral and previous written agreements and all negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties to the subject matter hereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties. This constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

10. PURPOSE

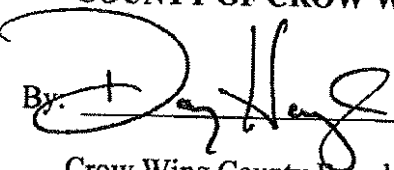
The purpose of this Agreement is to establish a clear set of responsibilities and expectations with respect to the future road snowplowing operations of Mille Lacs CSAH 25/460th Street. This agreement updates and formalizes the long standing agreement between Crow Wing and Mille Lacs.

11. BACKGROUND

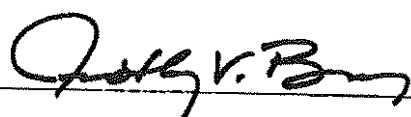
Prior to this agreement there was a letter written by Mille Lacs Engineer Richard Larson to Crow Wing Engineer Duane Blanck (*See Attachment C*) asking Crow Wing to perform snowplowing on Mille Lacs CSAH 25/460th Street. Both parties have proceeded with the understanding that Crow Wing performs snowplowing operations only on Mille Lacs CSAH 25/460th Street from the Mille Lacs/Crow Wing county line east to State Highway 169 (*See Attachments A & B*).

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF CROW WING

By: 
Crow Wing County Board Chairperson

Date: 2/23/14

By: 
Timothy Bray, P.E.
Crow Wing County Engineer

Date: 2/1/16

ATTEST:

APPROVED:

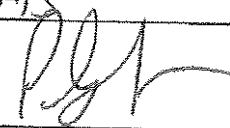
By: 
John Sausen
Asst. Crow Wing County Attorney

Date: 2/4/16

COUNTY OF MILLE LACS

By: 
Mille Lacs County Board Chairperson

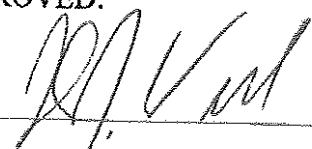
Date: 12-8-15

By: 
Pat Oman
Mille Lacs County Administrator

Date: 12/9/2015

ATTEST:

APPROVED:

By: 
Joe Walsh
Mille Lacs County Attorney

Date: 12/11/15

Mileage Chart

Road	Total Road Mileage	Mille Lacs County	Crow Wing County
Mille Lacs CSAH 25	1.1 miles	1.1 miles	0 miles

Requested Meeting Date: 04/06/21

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

Title of Item for Consideration: Consider Resolution PWD 2021-4-6-21-11, Approve Variance for Match Portion of the Reduced Conflict Intersection Construction	
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): The County is requesting a formal variance from the State in order to use State Aid Funds to cover the match portion of the Reduced Conflict Intersections which MnDOT constructed last year. The County is obligated to pay the match which is currently estimated to be approximately \$83,000 with an exact amount calculated once the construction closeout is complete. For some reason, use of State Aid Funds were not requested prior to bid opening, and if this variance is approved by the State Variance Committee, it would save the Public Works Budget the full cost of the match.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve the Variance	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$83,000 Are funds available in the budget? ☐ Yes ☒ No If no, please explain: With variance, there will be no cost to County	
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 Resolution and Cover Letter	
Board action: (for use by Recording Secretary) ☐ 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

March 4, 2021

Mao Yang
Minnesota Department of Transportation
395 Joh Ireland Boulevard
St. Paul, MN 55155-1800

Subject: Variance for Reduced Conflict Intersections Along 169 in Mille Lacs County

Dear Mao,

Mille Lacs County is requesting a variance for the match portion of the Reduced Conflict Intersections constructed along State Highway 169 at the intersections of CSAH 11, 12 and 13 last summer.

I was hired to be the Mille Lacs County Engineer on July 27th, so I was not involved in this project until after it had started construction. Apparently, the previous County Engineer did not request the use of State Aid Funds for the County's match portion of the project which is why Mille Lacs County is requesting this variance. Per our State Aid Engineer, Mille Lacs County's portion is approximately \$83,000 so we are requesting this variance to cover the full match portion.

Thank you for your consideration. If you have any questions as you review our request, please call me at 320-983-8264 or email me at the address listed below.

Thank you,

Neal R. Knopik, PE
Mille Lacs County Engineer
Neal.Knopik@millelacs.mn.gov

CC: Holly Wilson – Assistant County Administrator

Board of County Commissioners
Mille Lacs County, Minnesota

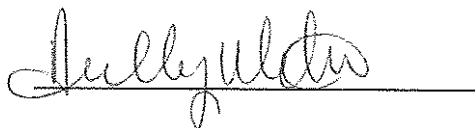
**RESOLUTION PWD 2021-4-6-21-11 APPROVE VARIANCE FOR
MILLE LACS COUNTY'S PORTION OF REDUCTED CONFLICT
INTERSECTION (RCI) COSTS**

Be it resolved that Mille Lacs County agrees to use available State Aid Funds to fund the match portion of the three Reduced Conflict Intersections constructed along State Highway 169 in 2020. The intersections improved were CSAH 11, 12 and 13. Since the three county roads improved as part of this project were County State Aid Roads, the County has the option to use state aid funds rather than those from Public Works budget. The amount covered by this potential variance will be approximately \$83,000 with a final cost for the County's participation portion given when the project closeout by MnDOT is complete.

Certification

I hereby certify that the foregoing resolution is a true and correct copy of a resolution adopted by Mille Lacs County on this 6th day of April, 2021.

ATTEST:



Holly Wilson
Mille Lacs County Assistant Administrator



David Oslin
County Board Chairperson

There's Water Below – But How Much and Just Where?

By: Adele Olson, Intern with the Mille Lacs Soil and Water Conservation District

Currently the county and the community are missing a County Geological Atlas (CGA) which includes an underground map of where water is available and where water can be at risk. The Geological Atlas is a very large project to complete and there are a lot of details and information that goes into creating it. In order to develop the most accurate atlas possible, the goal is to match 4,115 paper well records with the actual location of the wells on the landscape.

The Mille Lacs Soil & Water Conservation District (SWCD) would like help from the community in locating well information for the project. Please visit SWCD website geological atlas under projects to learn how you can help.

Why does having a County Geological Atlas matter?

It matters because every Minnesotan uses water, and every Minnesotan influences water, so we all have a role and an interest in how that resource is distributed, how it is used, and how we affect its quality and availability.

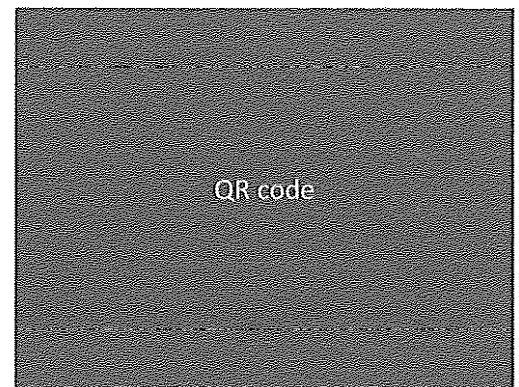
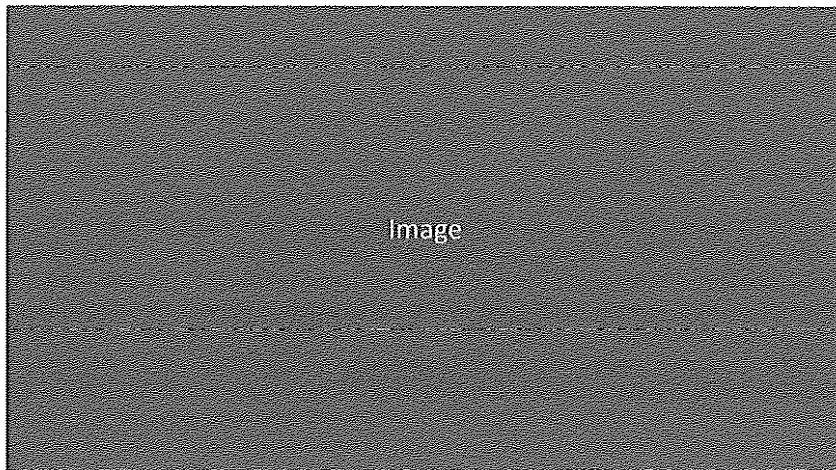
Benefits of having a County Geological Atlas:

The benefits of having a County Geologic Atlas are vast. It provides information for private citizens, business & industry, consultants, federal agencies, researchers, well contractors, agriculture, county commission/planning staff, soil and water conservation districts, cities and townships, and school educators.

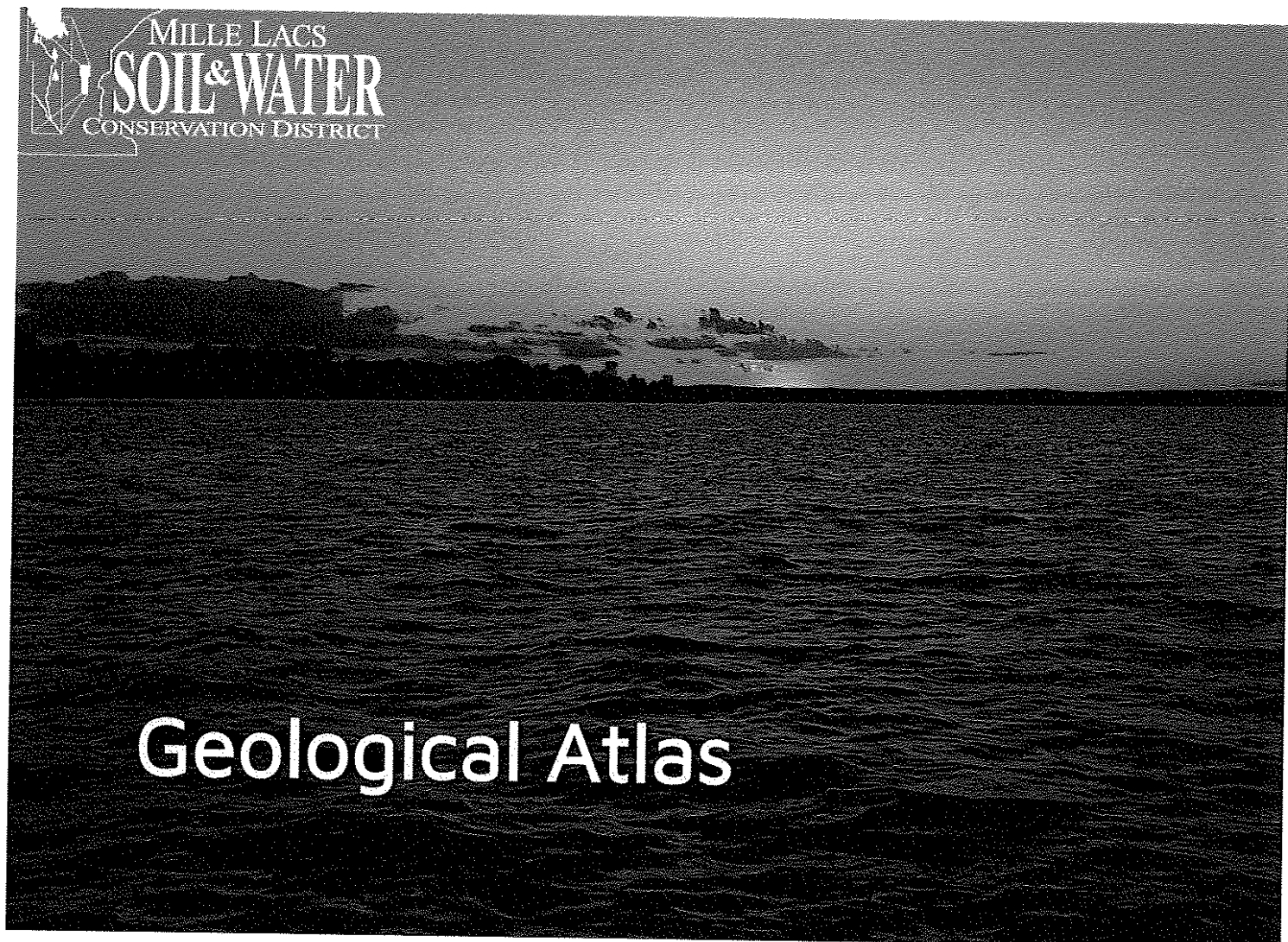
Having a County Geologic Atlas also benefits fish, wildlife, and the natural environment. By mapping regional geology and groundwater patterns, the county will have a better idea of how to manage its many resources.

What is the County Geological Atlas?

A County Geologic Atlas is a map of the above and below ground geology, aquifer, and water properties. (underground aquifers are where we get water for our wells) A geologic atlas provides information essential to sustainable management of groundwater resources. It defines aquifer properties and boundaries, as well as the connection of aquifers to the land surface and to lakes, streams, and wetlands. The map provides a broad range of information on county geology, mineral resources, and natural history. There are two parts to the atlas the first is the geology and the second is the surface water and ground water map.



Scan this QR code to learn more about the County Geological Atlas



Geological Atlas

The Geological Atlas is a very large project for a county to complete and there is a lot of details and information that goes into it. Currently, the county and the community is missing the County Geological Atlas which includes an underground map of where water is available and where water can be at risk. In order to complete the atlas, we have to match 4,115 paper well records to the existing well location. That is

where the community can help. The SWCD is asking for help to locate the well or wells at your home (like a treasure hunt)!

W. 8. 3

Below is a voluntary survey to help match our paper well records to your well in your yard. Participation is greatly appreciated. Continue below the survey link to learn more about the County Geological Atlas.



What is the County Geological Atlas?

County Geologic Atlases (or CGAs) involve mapping the subsurface of Minnesota at the 1:100,000 scale as well as aquifer and water properties mapping. They provide information essential to sustainable management of groundwater resources, for applications such as monitoring, water allocation, permitting, remediation, and well construction. It defines aquifer properties and boundaries, as well as the connection of aquifers to the land surface and to surface water resources. They provide a broad range of information on county geology, mineral resources (including construction materials), and natural history. Part A of the Atlas (geologic materials mapping) is completed by the Minnesota Geological Survey. Part B of the Atlas (aquifer delineation, ground water mapping, and pollution susceptibility) is completed by the MN Department of Natural Resources. Atlases have been completed for 40+ counties and are under way in 20 counties.

How are Atlases Constructed?

Atlases begin with compilation of a database of subsurface information. The most abundant data source is the construction records of water wells using the County Well Index information. With the cooperation of the county, Soil Water Conservation District, and the community accurate locations of the wells are located and plotted digitally on a map. Geologists visit the project area to describe and sample landforms and exposures of rock or sediment. An initial assessment of the geologic data is then completed to focus additional data gathering including shallow and deep drilling programs. Analysis of the complete data set is then completed, and maps and associated databases are prepared for use in geographic information systems (GIS) and distribution on the web. Most of the products are also printed for the benefit of users who prefer this format.

Why does having a County Geological Atlas matter?

It matters because every Minnesotan uses water, and every Minnesotan influences water, so we all have a role and an interest in how that resource is distributed, how it is used, and how we affect its quality and availability.

What is the County well index?

The county well index is a database that contains information about more than 536,000 wells drilled across Minnesota. The water well industry became regulated in 1974 requiring drillers to submit well records to the state. These paper and digital records contain descriptions of the sediment and rock penetrated by the well, and the water level of the aquifer that supplies water to the well in addition to well construction information. These records provide the majority of data housed in the County Well Index. Mille Lacs County has roughly 6500 wells in the database.

Benefits of having a County Geological Atlas:

The benefits of having a CGA are vast. It provides information for private citizens, business & industry, consultants, federal agencies, researchers, well contractors, agriculture, county commission/planning staff, SWCDs, cities and townships, and school educators.

Having a CGA also benefits fish, wildlife, and the natural environment.

By mapping regional geology and groundwater patterns, the county will have a better idea of how to manage its many resources.

Facts about a County Geological Atlas and the county well index:

- Each Geologic Atlas typically requires more than 7,000 person-hours of work.
- The atlases provide very practical information such as what aquifers are available to a homeowner who needs to drill a well.
- Records of wells data are submitted as required by law, beginning in 1974 and make up the vast majority of data in the County Well Index.
- As of 2019 only 65% of wells in the database have accurate locations.

For more information visit:

The Minnesota Geological survey for Part

A: <https://cse.umn.edu/mgs/county-geologic-atlas>

The Department of Natural Resources for Part

B: https://www.dnr.state.mn.us/waters/groundwater_section/mapping/status.html

ADD ON

ORIGINAL

Tuesday, April 6, 2021
Board Room, Upper Level of the Historic Courthouse

ADD ONS:

- 5.2 Authorize Staff to Solicit Quotes for Maintenance of Tax-Forfeited Property – Supplemental Document
 - 5.5 Approve Revisions to Personnel Policy
 - 5.6 Approve Westlaw Renewal Agreement
 - 5.7 Consider Resolution No. 04-06-2021-01, Charitable Gambling Permit for Ducks Unlimited
 - 5.8 Consider Resolution No. 04-06-2021-02, Repurchase Application
 - 5.9 Consider Authorizing Environmental Resources Director to Administer Low Income SSTS Grant Program
 - 5.10 Consider Quote from Electronics and Appliance Recycling Vendor for 2021 Spring Cleanup Event
-
-

12/20/20

12/20/20

b. The Contractor agrees to use only qualified personnel to provide any services purchased under this Agreement. If licensing or certification is a necessary prerequisite for provision of services, the Contractor ensures that personnel and services are properly licensed and/or certified in accordance with provisions of Federal and State laws and/or Rules and/or other relevant authorities.

c. The County's Authorized Representative for the purpose of administration of this contract is: Chris Berg, 635 2nd Street SE, Milaca, MN 56353, or his Designee. Such Representative shall have final authority for acceptance of the Contractor's services; and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to procedures herein. The Contractor's current authorized Representative for the purpose of administration of this contract is: **Contractor Name TBD, address.**

3. Payment for Purchased Services:

a. Certification of expenditures: The Contractor shall provide monthly invoices to the County by the 10th day of each month including a tabulation of actual work completed the previous month. Payment will be processed and transmitted to the Contractor on or around the 24th day of the month.

b. False Claims Act: The provisions of the Minnesota "False Claims Against the State" Act (Minnesota Statutes Chapter 15C) apply to the Contractor's actions under this Contract. The Contractor certifies or affirms the truthfulness and accuracy of any statement it made in connection with the Award of this Contract, and certifies or affirms that it will not make or use a false or fraudulent claim, statement, or record in connection with the performance of this Contract. For the purpose of this section, claim is defined in MN Statute section § 15C.01 subd. 2 (including a claim presented against the state or a political subdivision).

c. Payment: The County shall make payments to the Contractor at **TBD address.**

4. Audit and Record Disclosures:

a. Pursuant to MN. Stat. § 16C.05, Subd. 5 (or as amended), a contract or any pass through disbursement of public funds to a vendor of goods or services or a grantee made by or under the supervision of the commissioner or any county or unit of local government must include, expressed or implied, an audit clause that provides that the books, records, documents, and accounting procedures and practices of the vendor or other party, that are relevant to the contract or transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years.

5. Safeguard of Client Information:

a. The use or disclosure by any party of information obtained by Contractor, or Contractor's Agent, in violation of any rule of confidentiality provided for in Laws of Minnesota, including MN. Stat. Chapter § 13, for any purpose not directly connected with the Contractor's responsibility with respect to the purchased services hereunder is prohibited except on written consent of the County. Contractor's Designated Contact Person is the responsible authority in charge of all data collected, used or disseminated by the Contractor in connection with the performance of this contract.

6. Bonding, Indemnity, Insurance:

a. Each party shall be liable for its own acts to the extent provided by law. The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions including attorney's fees, which the County, its officials, agents or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent act or omission of the Contractor, its officials, agents or employees, in the execution, performance or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

b. Insurance: Insurance coverage(s) required by this Agreement shall at no time fall below limits set forth in MN Statute § 466.04. The Contractor further agrees, in order to protect itself as well as the County and its Commissioners, officers, employees, and agents under the indemnity Agreement provision set forth above, to at all times during and after the term of this Agreement have and keep in force general liability and Worker's Compensation Insurance, a copy of which is to be submitted to and maintained on file with the County's Authorized Representative.

c. All rights and remedies provided to County under this section shall be cumulative and in addition to any other rights or remedies available to County under this Contract, at law or in equity. The County may exercise all such rights and remedies separately or in conjunction with one another with such frequency and in such a manner as the County, in its sole discretion, deems necessary. Failure by County to exercise any or all rights or remedies available to it shall not be deemed a waiver of such rights or remedies. Waivers shall be made, if at all, in writing to be effective.

d. The Contractor shall name County as an additional insured on all insurance policies required herein, except Workers' Compensation/Employer's Liability insurance policies.

7. Conditions of the Parties' Obligations:

a. This Agreement will end no later than September 30, 2021, or upon sale of the property (ies) listed in Item 1 a., whichever is earlier.

b. This Agreement may be canceled by the County, with or without cause, upon 7 days' notice, in writing, delivered electronically, by mail, or in person. The County reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the County and/or the Contractor is deemed by the County to be in Default. In the event that the County exercises its right of suspension or termination under this Paragraph, it shall submit written notice to the Contractor, specifying the extent of such suspension or termination under this Paragraph, the reasons therefore, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

c. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.

d. No claim for services furnished by the Contractor not specifically provided in the Agreement, will be allowed by the County, nor shall the Contractor do any work or furnish any material not covered by the Agreement, unless this is approved in writing by the County. Such approval shall be considered to be a modification of the Agreement.

8. Subcontracting:

The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this Agreement without written approval of the County. All subcontracts shall be subject to the requirements of this Agreement and this Agreement shall be incorporated into all subcontracts. The Contractor shall be responsible for the performance of any subcontractor.

9. Entire Agreement:

It is understood and agreed that the entire agreement of the parties is contained herein and includes any attached Exhibits and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and the County relating to the subject matter hereof.

10. Contractor Debarment, Suspension and Responsibility Certification

Federal Regulation 45 CFR 92.35 prohibits the State/County from using Federal money to purchase goods or services from vendors who have been suspended or debarred by the federal government. Minnesota Statute Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Department. Vendors may be suspended or debarred when it is

determined through a duly authorized hearing process that they have abused the public trust in a serious manner.

By signing this contract, the Contractor certifies that it and its principals* and employees:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

b. Have not within a three-year period preceding this contract:

- 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
- 2) violated any federal or state antitrust statutes; or
- 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:

- 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
- 2) violating any federal or state antitrust statutes; or
- 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.

e. Shall immediately give written notice to the Contracting Officer of the County and Contractor, should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing; a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

* "Principals" for the purposes of this certification means officers; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar

positions).

11. Independent Contractor

It is agreed that nothing within this contract is intended, or should be construed in any manner, as creating or establishing the relationship of co-partners between the parties or as constituting the Contractor as the agent, representative, or employee of the County or the County Department administering this Agreement for any purpose or in any manner whatsoever. The Contractor is to be, and shall remain, an Independent Contractor with respect to all services performed under this Agreement.

The Contractor will secure, at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the contractor under this Agreement shall have no contractual relationship with the County or the County Department administering this Agreement and shall not be considered employees of the County or of the County Department administering this Agreement. All necessary personnel safety equipment is to be provided by the contractor and used appropriately to include items such as ear protection, eye protection, and proper clothing that is necessary to accomplish the work.

12. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Contractor. The County may withhold any payment to the Contractor for purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

13. Force Majeure

Neither the County nor its Department shall be liable to the Contractor or any other party for any loss or damage resulting from a delay nor failure to perform due to unforeseen acts or events outside the County's reasonable control. Such acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

14. Default by Contractor

Unless cured by Contractor or excused, in writing by the County, each of the following shall constitute default on the part of the Contractor: (1) A written admission by the Contractor that it is bankrupt; the filing by the contractor of a voluntary petition under the Federal Bankruptcy Act; or the filing of an involuntary petition under the Federal Bankruptcy Act against the Contractor unless dismissed within ninety (90) calendar days; (2) The making of any arrangement with or for the benefit of the Contractor's creditors involving an assignment to a trustee, receiver, of similar fiduciary; (3) The making of material

misrepresentations either in the documents attached to this Contract or in any other material provision or condition relied upon in the making of this Contract; (4) The disregarding by Contractor of laws, ordinances, rules, regulations or orders of any public authority; and, (5) Contractor's failure to perform any other provision of this contract. Mille Lacs County has the sole discretion to determine if Contractor is in default. If such a determination is made, this contract can be immediately terminated.

16. Cumulative Rights

All remedies available to the County under the terms of this Agreement or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

17. Waiver

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by an authorized representative of the County and the Contractor. The acceptance by the County of any non-conforming services under the terms of this Agreement or the foregoing by the Agreement of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement.

18. Damages

Duty to Mitigate: Contractor shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to a remedy under the terms of this Agreement. Breach: Notwithstanding any other provision of this Agreement to the contrary, upon breach of this contract by the Contractor, the County may withhold final payment due the Contractor until such time as the exact amount of damages due, if any, is determined.

19. Severability

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the County determines the part or parts that are void, invalid or otherwise unenforceable to substantially impair the value of the entire Agreement.

20. Amendments

Any amendment(s) or change(s) made to the terms of this Agreement must be in writing and will not be effective until it has been either (1) executed or approved by the same parties, or their successors in office, who executed and approved the original Agreement, or (2) executed and approved by persons designated by the parties to this Agreement.

21. Venue and Jurisdiction

The law of the State of Minnesota will govern this Agreement. Proper venue and jurisdiction for all lawsuits, claims, disputes, and other matters in question between the parties to this Agreement or any breach thereof shall be in the courts of the County of Mille Lacs in the State of Minnesota.

IN WITNESS THEREOF, the County and the Contractor have executed this Agreement as of the day and year written:

Chairperson, Mille Lacs County Commissioners Date

Contractor Name, Business Name Date

Requested Meeting Date: 04/06/21
(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Approve Revisions to 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: 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): Staff is requesting to update the Adoption, Voluntary Resignation, Outstanding Service Award Program, Respectful Workplace, and Firearms Prohibition sections of the Personnel Policy in accordance with legal guidance and to make sure they thorough and complete.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve revision to the Adoption, Voluntary Resignation, Outstanding Service Award Program, Respectful Workplace, and Firearms Prohibition sections 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: _____	

The County Board retains the full and unrestricted right to operate and manage all staff, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by current collective bargaining agreements, these Policies, and County Board action.

B. ADOPTION

These Policies were prepared for and recommended by the Personnel Director, and approved by the County Board at a regular board meeting on December 18, 2012, in accordance with M.S. 375.56 to 375.71. These Policies are effective January 1, 2013 and specifically supersede and revoke any earlier policies or regulations. Revisions to these Policies ~~were adopted by the Board on May 21, 2013, May 20, 2014, and December 16, 2014.~~ are detailed under the "Revisions" section on p. ii of this document.

C. ADMINISTRATION

These Policies shall be administered by the Personnel Director, who is accountable to the County Administrator. The Director shall develop and provide the necessary forms, procedures, and instruction for the implementation of these Policies.

Copies of these Policies shall be available on the County website and made available to all County employees and interested union representatives. A copy of these Policies is provided to each new employee as a part of the new employee orientation process. Printed copies of these Policies shall be available for public review upon request to the Administrative Services Office.

C1. DEPARTMENTAL RULES

In accordance with these Policies, each department head may establish procedures for the express administration of personnel matters unique to that department. Such rules shall be filed with the Personnel Director.

C2. INDEMNIFICATION

In accordance with M.S., Chapter 466, the County declares its intent to defend, save harmless, and indemnify any of its officers and employees against tort claim or demand, arising out of an alleged act or omission occurring in the performance of a duty, except that of malfeasance in office or willful or wanton neglect of duty. The Administrative Services Office shall coordinate all claims.

D. APPLICATION

These Personnel Policies shall apply to all employees paid by Mille Lacs County except when they are in conflict with Minnesota Statutes or collective bargaining agreements. The following individuals are not covered under the Dispute Resolution and Personnel Board of Appeals sections:

received by the Administrative Services Office, resignations shall be considered formally accepted by the County, and may not be rescinded.

Exempt employees are expected to provide a four (4) week notice of their intent to resign, exclusive of time off prior to the intended resignation date. All other employees are expected to provide a two (2) week notice, exclusive of any time off prior to the intended resignation date. The supervisor or department head may determine that it is in the best interest of the County to allow a shorter notice period.

An employee who does not submit a resignation in compliance with the provisions of these Policies may be considered as having not resigned in good standing. An employee who does not resign in good standing shall: 1) be deprived of the opportunity to be considered for reinstatement; 2) have the fact recorded in the employee's record; and 3) forfeit available ~~severance pay~~ vacation, sick leave, and years of service pay as referenced in Section T of this policy and union contracts, if applicable.

Payment for vacation and/or severance may be withheld if the employee is in any way indebted to the County or in possession of County equipment or property.

No regular employee shall be required to retire from County employment solely for age, except in those positions where a bona fide occupation qualification (BFOQ) exists.

P3. INVOLUNTARY TERMINATION

In cases where corrective and/or disciplinary action has failed to: 1) improve unacceptable performance; 2) obtain compliance with policies or practices; or 3) correct inappropriate conduct, an employee may be discharged for cause consistent with the Employee Discipline and Discharge section. Under no circumstances shall an employee be discharged without having the Personnel Director or designee review the action. If immediate removal from the work site is necessary, the employee shall be suspended with pay pending a review of the circumstances.

An employee who is absent from work for a period of three (3) days or more without notifying their immediate supervisor of the reasons for their absence and receiving permission to remain away from work shall be considered as having resigned without notice and not in good standing. This rule shall also apply to an employee who fails to return within three (3) days of the expiration of an authorized leave. If the failure to contact the supervisor was caused by unavoidable circumstances, the supervisor may waive this provision.

P4. LAYOFF

The County may determine that work force adjustments are needed, in terms of numbers and skills of employees needed to meet the service requirements of the organization. If it becomes necessary to reduce the number of employees for a period of more than one week, the County shall:

- Implement a layoff, by classification, in inverse order of classification seniority. In the event multiple employees have the same classification seniority, ties will be broken

CC. EMPLOYEE RECOGNITION

The County believes that a program to recognize County employees who make significant contributions and demonstrate their commitment during the performance of their duties result in higher morale and productivity among all employees and permits the County to fulfill its statutory responsibilities in an efficient and cost-effective manner, thereby serving a public purpose.

CC1. LENGTH OF SERVICE

To recognize the contribution of employees who have completed five (5) or more years of continuous service with the County, the County Board will provide nominal awards which may include, but are not limited to, such items as certificates, pins, mugs, shirts, caps, merchandise coupons, and engraved name plates for placement on the Years of Service plaques in the Historic Courthouse rotunda. Taxes associated with recognition awards will be paid by the County unless prohibited by federal or state laws, rules, or regulations. Awards are given to employees who have completed five (5) calendar years of service and subsequent five (5) calendar year intervals of service at the annual Employee Recognition Awards ceremony. Meals for employees being recognized at the ceremony will be paid for by the County as part of the employee's recognition award.

CC2. EXIT FROM COUNTY SERVICE

Employees who leave County employment after significant lengths of service and in good standing will be eligible to receive a token reminder of the County's appreciation of their work and service. The following will be presented by the County Administrator or designee: 10 years - County Mug and Certificate of Appreciation from the County Board; 15 years - County Mug and framed Certificate of Appreciation from the County Board; 25 years or more - County Mug and 8" x 10" Plaque, OR County Mug, framed Certificate of Appreciation, and personalized Mille Lacs County promotional item. In addition, for employees with ten (10) or more years of service, the County will pay up to \$40 towards the cost of a cake for farewell or retirement parties hosted by the department.

CC3. OUTSTANDING SERVICE AWARD PROGRAM

The purpose of the Outstanding Service Award program is to recognize, on a quarterly basis, those employees who provide outstanding service and contributions to the County and its citizens.

County employees can recognize their co-workers' accomplishments at any time during the year by completing a form and submitting it to the Administrative Services Office. Forms must be completed in their entirety in order to be accepted. When recognizing an employee for the Outstanding Service Award, the nominator should consider the following criteria:

- Sustained excellent job performs;
- Contributions to the County resulting in, for example, more efficiency, better service, cost savings, or successful crisis management;
- Length of service (must be at least one year to qualify for this program);
- Significant contributions to a major project or operations;

- Special service to the department or County; and
- Any other performance criteria deemed exceptional.

Each employee who has been recommended for recognition will be honored at the first Board meeting of the month following the end of the quarter. Each "Outstanding Service Award" recipient will receive a framed certificate and gift from the County. An article featuring a summary of each of the honorees will be included in the following employee newsletter.

DD. EXPENSE REIMBURSEMENT, TRAVEL, AND COUNTY VEHICLES

This policy has been established to define the guidelines as set by the County Board in the areas of expense reimbursement, transportation, and travel. This policy is set by the County Board and interpreted by the County Administrator. Unique circumstances that arise will be decided upon by the County Administrator and those decisions will be final. This policy conforms to M.S. 471.38, 471.96(1) and 471.97 governing expenses incurred by employees in the conduct of County business. It also conforms to M.S. 471.661 governing out-of-state travel for elected officials. It is designed to provide the basis for determining whether there is authority for County expenditure, the expenditure serves a public purpose, and the expenditure is necessary and directly related to the betterment of the County. This policy applies to all County employees. In the event that this policy conflicts with a current collective bargaining agreement, the latter prevails. Should there be any conflict between this policy and state or federal law, the latter prevails.

DD1. REIMBURSEMENT OF CLAIMS

- A. Whenever possible, employees are to make travel and accommodation arrangements in advance and request that the County be billed. All authorized travel expenses which are not billed directly to the County are paid by the employee, subject to reimbursement upon submittal of an approved claim form. Personal expenses charged to a hotel room shall be paid by the employee prior to checkout. If hotel rules prohibit such payment, then the employee must reimburse the County for those charges.
- B. All claims for reimbursement must be submitted by employees within 90 days of incurring the expense, except end of the year claims. Claims for reimbursement submitted after the 90-day limit will not be paid.
- C. No expenses shall be considered for payment if they are turned in to the Auditor-Treasurer's Office later than February 15th of the year following the year in which they were incurred.
- D. The employee shall submit an Employee Expense Reimbursement Form and itemized receipts to verify expenses. Itemized receipts are required for all expenses, unless otherwise noted.
- E. The employee's department head/other designee shall approve and sign all Employee Expense Reimbursement Forms before they are submitted to the appropriate accounting department for payment. The Administrative Services Office will review all claims. Travel related claims are added to an employee's paycheck; all other claims are paid by warrant.

termination and the effective date to the Personnel Director.

After review of the recommended discharge between the Personnel Director and the department head, the employee shall be notified of the intended action in writing. The notification shall contain the cause(s) and effective date. If applicable, an eligible employee shall be informed of their right to request a hearing before the Personnel Board of Appeals.

005. DISCHARGE OF A VETERAN

A veteran who is an employee of Mille Lacs County covered by these Policies and who is being considered for termination of employment by discharge shall receive a notice of intent to discharge, prior to any action, which shall include written notice of the right to request a hearing before the Personnel Board of Appeals, in accordance with the Mille Lacs County Personnel Board of Appeals Procedural Rules and M.S. 197.46. Such requests must be in writing to the Personnel Director. A veteran notified of the intent to discharge may be suspended with pay, benefits and employment status pending a final determination.

PP. RESPECTFUL WORKPLACE

PP1. POLICY

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 by or toward any employee. Any employee found to have acted in violation of this policy shall be subject to disciplinary action, up to and including termination from employment.

The County shall provide a reporting process and investigative practices for reported violation of this policy.

PP2. PROCEDURE

Maintaining Mille Lacs County as a respectful environment is the responsibility of all employees. Management will promptly address any form of inappropriate behavior.

1. Behavior which violates this policy includes, but is not limited to:
 - a. Violent behavior which includes the use of physical force, harassment or intimidation, or abuse of power or authority when the impact is to control by causing pain, fear or hurt.
 - b. Discriminatory behavior which includes inappropriate remarks about or conduct related to an employee's race, color, creed, religion, national origin, disability, sex, marital status, age, sexual orientation, or status with regard to public assistance.
 - c. Offensive behavior includes patterns of actions that have a negative impact on the work environment such as: excessive rudeness, inappropriate joking, vulgar obscenities, name calling, disrespectful language, or the intentional filing of an unfounded complaint under this policy.
 - d. Complaints about others: employees must not disparage, complain about, or gossip about other County employees or members of the public to other County employees

or any third parties (unless the situation is something that is impacting the employees ability to perform the functions of their job, in which case the employee should address this matter with their supervisor in a timely fashion). For purposes of this directive, the word "timely" means as soon as you become aware of the concern.

- e. Complaints about the workplace: employees must not disparage, excessively complain, or gossip about the County to County employees or members of the public while working. If an employee has a concern, reservation, or disagreement with a County policy or procedure, the employee must address this matter with their supervisor or Administrative Services Office in a timely fashion.
2. Responding to behavior which violates this policy is most effectively handled immediately by the person(s) observing the behavior. An employee who believes that they have been treated in violation of this policy by any person in relation to employment with the County should deal with the situation in one or more of the following ways.
 - a. The person who is the target or observer of the behavior should politely but firmly request that the person cease the behavior. This may include describing how this behavior is disrespectful (e.g., causing feelings of intimidation, offense, or discomfort).
 - b. The person who is the target or observer of the behavior may write a statement describing the incident(s) of inappropriate behavior, a summary of the conversation with the person violating this policy, and a description of that person's reaction to the conversation following the incident. This statement may be kept by the author or provided to a supervisor or the Personnel Director.
 - c. If an employee fears that adverse employment consequences could result from direct conversation with the offender, the employee may go to their supervisor, department head, or Personnel Director. In the event of a complaint against the Personnel Director, it should be reported to the County Administrator. The report of such an incident shall include the details of the situation, including the resolution sought. An investigation will follow such a report.
 - d. In the case of violent behavior, all employees are required to report the incident immediately to their supervisor, department head, or the proper legal authorities.
3. Management's responsibilities include investigating all complaints and making necessary efforts to re-establish or provide an environment free of disrespectful behavior to protect the rights of all employees.

Supervisors and department heads shall deal swiftly and vigorously with persons treating others disrespectfully. An employee who engages in disrespectful workplace behavior is subject to standard disciplinary procedures.

The cooperation of all employees is required to reestablish a respectful environment. Employees need to be aware of the sensitivity of those individuals with whom they work.

A supervisor or manager who becomes aware of disrespectful workplace behavior and fails to take actions against it is subject to disciplinary procedures.

The County assumes the initiative for maintaining a safe workplace. The County retains the authority to act appropriately in performance evaluation and disciplinary procedures. The intention of these procedures is not to conflict with any other County policy or procedure.

Each department head is charged with the development, maintenance and communication of procedures for addressing workplace violence relevant to the functions of that division. These include procedures for prevention, incident response and actions following an incident.

Each employee is responsible for participating in training, asking questions and adhering to these procedures.

If an employee is threatened or assaulted, the first thing the employee should do is end the encounter and move to a secure place. If defense is necessary, it should be reasonable and proportionate to the situation with a minimum of contact with, or injury to, the individual. The County supports acts of self-defense when an employee is doing so to protect themselves. Once in a secure setting, the employee should obtain medical help if needed and report the incident to law enforcement and their supervisor. Calling 911 may be appropriate for either law enforcement or medical support.

If an employee sees or overhears a violent incident in progress, they should either intervene or call for help, whichever they feel most comfortable doing. Again, calling 911 may be appropriate for obtaining either law enforcement or medical support.

If a violent incident occurs, the employee involved needs to report it to their supervisor; follow up will vary depending on the incident.

RR. FIREARMS PROHIBITION

~~All County employees are prohibited from carrying or possessing firearms while acting in the course and scope of employment for the County, with the exception of Sheriff's Office staff designated to carry firearms and County Attorneys with valid permits to carry AND the express permission of the County Attorney. The possession or carrying of a firearm by an employee, other than Sheriff's Office employees designated to do so, is prohibited while working on County property or while working in any location on behalf of the County.~~

All County employees are prohibited from carrying firearms while acting in the course and scope of employment for the County. Employees may not possess, carry, or store firearms in any County facility or in any County vehicle. Sheriff's Office staff authorized to carry firearms are an exception to this policy. The Mille Lacs County Sheriff may also make exemptions for special circumstances on a case-by-case basis.

Mille Lacs County employees may store firearms in their personal vehicles in a County-owned parking area if the employee has the appropriate permit in compliance with Minnesota State Statute 624.714. The firearm must be securely stored in the employee's vehicle in accordance with Minnesota State Law.

If the employee chooses to use their personal vehicle containing a properly secured firearm while acting in the course and scope of County employment, the firearm must remain securely stored within the vehicle.

This policy shall not preclude the possession of firearms as evidence in a criminal or civil case by County staff.

SS. RETALIATION

The County is committed to maintaining a culture that promotes the prevention, detection, and resolution of instances of conduct that do not conform to laws, regulations, policies and procedures, or to the Code of Conduct section.

Board members, directors, managers, and employees are not permitted to engage in retaliation, retribution, or any form of harassment against an employee who, in good faith, reports a compliance concern. Anyone who is involved in any act of retaliation or retribution against an employee who has reported suspected misconduct in good faith will be subject to disciplinary action.

Requested Meeting Date: 04/06/21

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

Title of Item for Consideration:

Approve Westlaw Renewal Agreement

Consent Agenda

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

*provide sample notice that will run in paper

Regular Agenda – Estimate Time Needed: 3 minutes

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

*provide copy of hearing notice that was published

Submitted by:

Joe Walsh

Department:

Mille Lacs County Attorney's Office

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

Joe Walsh, Mille Lacs County Attorney

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

Westlaw, provided by Thomson Reuters, is the company we use for online legal research. Online, current tools for legal research are necessary for us to complete all of our core tasks including criminal prosecution and providing legal advice to county officers. Westlaw has a competitive advantage in the State of Minnesota because it includes access to Minnesota-specific secondary materials such as the Practice Series and Jury Instruction Guides. This is a renewal that includes the new service of Westlaw Edge, which incorporates artificial intelligence to assist in ensuring that legal research is accurate and current. Our current rate was set to increase 2% on March 1, but signing this contract allows us to keep our current rate until August 1, 2021. After that, the rate will increase in the amount of \$290 per month resulting in increased cost in 2021 in the amount of approximately \$1,450, less the cost savings from March 1-August 1, 2021. If this increase causes a budget shortfall in the "Supplies" category at the end of 2021, that can be covered by using previously budgeted forfeiture funds. I am not requesting a budget increase in 2021. Both the Board Chair and the Assistant County Administrator need to sign the second page of the attached Order Form.

Alternatives/Options/Comments:

There is no viable alternative to Westlaw. Our previous plan through Westlaw is no longer offered. We could opt for a plan that does not include Westlaw Edge at a roughly 2% increase to our current rate. If we do not sign a renewal contract, our price will increase 2% retroactive to 3/1/21 per our previous agreement. The attached Order Form expires on 4/16/21.

Recommended Action/Motion:

Approve contract with Westlaw Edge.

Financial Impact:

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

What is the total cost, including tax and shipping? \$+ < \$1,200 in 2021

Are funds available in the budget? ☒ Yes ☐ No If no, please explain: Will pay out of office supplies budget and/or forfeiture funds

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.)

General terms and conditions incorporated by reference; information regarding Westlaw Edge

Board action: (for use by Recording Secretary)

☐ Approved ☐ Denied ☐ Tabled: _____



THOMSON REUTERS

Order Form

Order ID: Q-01068188

Contact your representative jeff.picha@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000081054
 MILLE LACS COUNTY ATTORNEY
 COURTHOUSE
 225 6TH AVE SE
 MILACA MN 56353-1337 US

"Customer"

Shipping Address

Account #: 1000081054
 MILLE LACS COUNTY ATTORNEY
 COURTHOUSE
 225 6TH AVE SE
 MILACA MN 56353-1337 US

Billing Address

Account #: 1000081054
 MILLE LACS COUNTY ATTORNEY
 COURTHOUSE
 225 6TH AVE SE
 MILACA, MN 56353-1337 US

This Order Form is a legal document between West Publishing Corporation and Customer. West Publishing Corporation also means "West", "we" or "our" and Customer means "Subscriber", "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products

See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$2,220.34	36

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$1,930.34	3

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form. You are also responsible for all Excluded Charges as defined below.

Post Minimum Terms

At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Thomson Reuters General Terms and Conditions, apply to all products ordered including ebooks, and is located at apps.state.legislators.thomsonreuters.com/state/ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at apps.state.legislators.thomsonreuters.com/state/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-FST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Additional Order Form Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-01068188

 Signature of Authorized Representative for order	COUNTY BOARD CHAIR Title
David Oslin Printed Name	Holly Wilson Assist. City Admin 4-6-2021 Date

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This Order Form will expire and will not be accepted after 4/16/2021.



THOMSON REUTERS

Attachment

Order ID: Q-01068188

Contact your representative jeff.picha@thomsonreuters.com with any questions. Thank you.

Payment Method:

Payment Method: Bill to Account
Account Number: 1000081054

Payment, Shipping, and Contact Information

Order Confirmation Contact (#28)

Contact Name: Walsh, Joe
Email: joe.walsh@co.mille-lacs.mn.us

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name Joe Walsh
Email joe.walsh@co.mille-lacs.mn.us

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1000081054	MILLE LACS COUNTY ATTORNEY	225 6TH AVE SE MILACA MN 56353-1337 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
8	Attorneys	42510228	Gvt - Westlaw Edge™ National Primary
8	Attorneys	42077868	Gvt - State Analytical
8	Attorneys	41985648	Gvt - Related Documents For Government (Westlaw PRO™)
8	Attorneys	41933475	Gvt Litigation For Government (Westlaw PRO™)
8	Attorneys	41988413	Gvt - West LegalEdcenter For Government (Westlaw PRO™)

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Joe	Walsh	joe.walsh@co.mille-lacs.mn.us	EML PSWD CONTACT

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
41940125	Government Plan 676-700 (Westlaw PRO™)

Charges During Minimum Term										
Material #	Product Name	Year 1 Charges	% incr Yr 1-2	Year 2 Charges	% incr Yr 2-3	Year 3 Charges	% incr Yr 3-4	Year 4 Charges	% incr Yr 4-5	Year 5 Charges
40757482	West Proflex	\$2220.33	2.00%	\$2264.75	2.00%	\$2310.04	N/A	N/A	N/A	N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.



These terms govern your use of the Thomson Reuters products and services in your order form (in any format). "We," "our" and "Thomson Reuters" means the Thomson Reuters entity identified in the order form and, where applicable, its affiliates; "you" and "your" means the client, customer or subscriber identified in the order form. Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to and incorporates documents which may apply to the products or services you selected. The order form, applicable incorporated documents and these terms constitute the complete agreement (the "Agreement") and supersede any prior and contemporaneous discussions, agreements or representations and warranties regarding your order. Other terms and conditions you incorporate in any purchase order or otherwise are not part of the Agreement and do not apply. If you are permitted to provide an affiliate with access to any part of the products or services, you will ensure that such affiliate complies with all provisions of the Agreement applicable to you.

1. OUR PRODUCTS & SERVICES

- (a) **Limited License.** Together with our licensors, we own and retain ownership of all rights of whatever nature in and to our products, services, and data (whether tangible or intangible). You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the Agreement and each of us shall at all times act in accordance with applicable laws, including export controls and economic sanctions that apply to us in connection with the Agreement.
- (b) **Changes to Service.** Our products and services change from time to time, but we will not change the fundamental nature of our products or services.
- (c) **Passwords.** Your access to certain products and services is password protected. You are responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.
- (d) **Unauthorized Technology.** Unless previously authorized by Thomson Reuters, you must not (i) run or install any computer software or hardware on our products, services or network; use any technology to automatically download, mine, scrape or index our data; or (ii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.
- (e) **Usage Information.** We may collect information related to you or your use of our products, services and data. We may use this information to (i) test, develop and improve our products and services, and create and own derivative works based on such information, provided such information is not identifiable to you or any other person and (ii) to protect and enforce our rights under the Agreement, and we may pass this information to our third party providers for the same purposes.
- (f) **Third Party Providers.** Our products and services may include data and software from third parties. Some third party providers require Thomson Reuters to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services click the following URL: www.thomsonreuters.com/thirdpartyterms. You agree to comply with all applicable third party terms.
- (g) **Third Party Supplemental Software.** You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.
- (h) **Limitations.** Unless otherwise expressly permitted in the Agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers' property to create any derivative works or competitive products; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded. If you are in the business of providing audit, tax, accounting, or legal services to your clients, this Section 1(h) does not preclude you from using our products and services to benefit your clients in the ordinary course of your business. Except as expressly set forth in this Agreement we retain all rights and you are granted no rights in or to our products, services and data.
- (i) **Services.** We will provide the services using reasonable skill and care. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.
- (j) **Security.** Each of us will use and will require any third party data processors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's data. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's data and will use reasonable efforts to remedy identified security vulnerabilities.
- (k) **Your Responsibilities.** You are responsible for and/or will take all necessary steps to ensure or regarding (i) proper use of our products and services in accordance with all usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our product, services or data; (iv) your combination of our products, services, data

or other property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

2. INFORMATION SERVICES

- (a) **License.** In the ordinary course of your business and for your internal business purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data. Neither such extracts nor downloaded, printed or stored data may reach such quantity as to have independent commercial value and using such data as a substitute for any service (or a substantial part of it) provided by Thomson Reuters, our affiliates or our third party providers is prohibited. Where data is permitted to be used or distributed, Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source. Copyright notices must be retained on transmitted or printed items. Access to certain data may be restricted depending on the scope of your license.
- (b) **Further Distribution.** You may also distribute our data: (i) to authorized users; (ii) to government and regulatory authorities, if specifically requested; and (iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Thomson Reuters. Laws applicable in your jurisdiction may allow additional uses.

3. INSTALLED SOFTWARE

- (a) **License.** You may install and use our software and documentation only for your own internal business purposes. Software licenses include updates (bug fixes, patches, maintenance releases), and do not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.
- (b) **Delivery.** We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with the Agreement.

4. SOFTWARE AS A SERVICE (SaaS)

- (a) **License.** You may use our SaaS only for your own internal business purposes.
- (b) **Delivery.** We deliver our SaaS by providing you with online access to it. When you access our SaaS, you are accepting it for use in accordance with the Agreement.
- (c) **Content.** Our SaaS is designed to protect the content you upload. You grant Thomson Reuters permission to use, store and process your content in accordance with applicable law. Access and use of your content by Thomson Reuters, our employees and contractors will be directed by you and limited to the extent necessary to deliver the SaaS, including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws and in such instances, we will use our reasonable efforts to provide notice to you. If your content is lost or damaged, we will assist you in restoring the content to the SaaS from any available backup copy.

5. CHARGES

- (a) **Payment and Taxes.** You must pay our charges within 30 days of the date of invoice in the currency stated on your order form. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.
- (b) **Changes.** During the term, we can increase, or adjust the basis for calculating, the charges on a periodic basis as set out in your order form. Except as otherwise specifically stated in the order form, we may increase, or adjust the basis for calculating, the charges for our products and services with effect from the start of each renewal term by giving you at least 90 days written notice.

(c) **Excess Use.** You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our products, services or data.

6. PRIVACY

Each of us will at all times process, protect and disclose personally identifiable information received as a result of this Agreement ("PII") in accordance with applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized or unlawful destruction, loss, alteration, disclosure or access to PII. You acknowledge and agree to the transfer and processing of PII in the geographical regions necessary for Thomson Reuters to fulfill our obligations. When applicable to your location, additional terms will apply to the Agreement, including our General Data Protection Regulation (2016/679) (GDPR) terms located at www.thomson.com/privacy.

7. CONFIDENTIALITY

Confidential information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. This section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

8. WARRANTIES AND DISCLAIMERS

ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW INCLUDING, WITHOUT LIMITATION, WARRANTIES OR OTHER TERMS AS TO SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. IN ENTERING THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.

(a) **EXCLUSION OF WARRANTIES.** UNLESS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE PRODUCTS OR SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED AND WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE.

(b) **INFORMATION.** OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, CONDITION OR ANY OTHER TERM OF ANY KIND.

(c) **SOFTWARE.** WE WARRANT THAT OUR SOFTWARE PRODUCTS WILL SUBSTANTIALLY CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF DURING THIS WARRANTY PERIOD WE ARE UNABLE TO CORRECT, WITHIN A REASONABLE TIME PERIOD AND MANNER, A SOFTWARE ERROR YOU REPORT TO US, YOU MAY TERMINATE THE ORDER FORM FOR THE AFFECTED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE PERIOD AND THE LICENSES WILL IMMEDIATELY TERMINATE. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES.

(d) **DISCLAIMER.** YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES.

(e) **NO ADVICE.** WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL, COMPLIANCE OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE PRODUCTS OR SERVICES OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU

OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING FINANCIAL, TAX AND ACCOUNTING, LEGAL COMPLIANCE, OR ANY OTHER PROFESSIONAL ADVICE. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS.

9. LIABILITY

(a) **LIMITATION.** EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID). IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

(b) **Unlimited Liability.** Section 9(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 9(a) does not limit your indemnification obligations in Section 9(d) or your obligation to pay the charges on the order form and all amounts for use of the products and services that exceed the usage permissions and restrictions granted to you. Nothing in this Agreement limits liability that cannot be limited under law.

(c) **Third Party Intellectual Property.** If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers infringes their intellectual property rights and your use of such products, services or data has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our products, services or data with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our products, services or data other than by Thomson Reuters or our subcontractors; (iii) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (iv) your breach of this Agreement. Our obligation in this Section 9(c) is conditioned on you (A) promptly notifying Thomson Reuters in writing of the claim; (B) supplying information we reasonably request; and (C) allowing Thomson Reuters to control the defense and settlement.

(d) **Your Obligations.** You are responsible for any loss, damage or cost we and our affiliates incur arising out of or in connection with a third party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our affiliates' use of the information data, software, or other materials provided to us by you or on your behalf, which we are required to host, use or modify in the provision of our products, services or data infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under clause 9(c) (Third Party Intellectual Property)); (ii) your or your sub-contractors' use of our products, services or data, including communications and networks, in breach of the Agreement; (iii) our or our affiliates' compliance with any instruction given by you to us in the course of the provision of our products, services or data; or (iv) an assertion by any person accessing or receiving the benefit of any part of our products, services or data through you.

(e) We will not be responsible if our product or service fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product or service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

10. FORMAL TERMINATION

(a) **Term.** The term and any renewal terms for the products and services are described in your order form. If not otherwise stated in the order form, the Agreement will automatically renew annually unless either of us gives the other at least 60 days written notice before the end of the then current term.

(b) **Suspension.** We may on notice terminate, suspend or limit your use of any portion or all of our products, services or other property if (i) requested to do so by a third party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third party provider; or a violation of third party

rights or applicable laws. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

(c) **Termination.** We may, upon reasonable notice, terminate all or part of the Agreement in relation to a product or service which is being discontinued. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any failure to fully pay any amount when due under this Agreement is a material breach for this purpose.

(d) **Effect of Termination.** Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

(e) **Amendments.** We may amend these General Terms and Conditions from time to time by giving you at least 30 days prior written notice. You may request good faith negotiations regarding the amended terms and conditions. If the parties cannot reach mutual agreement on the amended terms and conditions within 30 days, you may terminate the agreement immediately upon written notice.

11. FORCE MAJEURE

We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

12. THIRD PARTY RIGHTS

Our affiliates and third-party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

13. GENERAL

(a) **Assignment.** You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our

prior written consent. We may assign or otherwise transfer the Agreement (including any of our rights or remedies) in whole or in part to an affiliate or any entity that succeeds to all or substantially all of the assets or business associated with one or more products or services, and will notify you of any such assignment or transfer. We may subcontract any of the services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 13(a) is void.

(b) **Feedback.** You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.

(c) **Agreement Compliance.** We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.

(d) **Governing Law.** If not otherwise stated in the order form, the Agreement will be governed by the laws of the State of New York and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement.

(e) **Precedence.** The descending order of precedence is: third party license terms contained in Section 1(f) of these terms; the applicable order form; and the remaining provisions of the Agreement.

(f) **Trials.** All trials of our products and services are subject to the terms of these General Terms & Conditions, unless we notify you otherwise. Access to our products and services for trials may only be used for your evaluation purposes.

(g) **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters may provide telephone and/or online access to its helpdesk, or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on <http://thomsonreuters.com/support-and-training> or as otherwise provided by Thomson Reuters.

(h) **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.

(i) **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between us regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each of us acknowledges that in entering into the Agreement neither of us have relied on any representations made by the other that are not expressed in the Agreement.



LEGAL

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EFFICIENCY

Quick Check



Quotation from the uploaded document

Differences

...it is undisputed that Ranger never sent him another fax anyway. Under these circumstances, Nelson suffered no injury. Confronted with a plaintiff with no injury-in-fact, this Court must dismiss the case for lack of Article III jurisdiction. *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560 (1992).



"[T]he requirement of injury in fact is, and has always been, a hard floor of Article III jurisdiction that cannot, and should not, be removed by statute."

Summers v. Earth Island Inst., 555 U.S. 488, 497 (2009) Ranger is also entitled to dismissal for another reason discussed in Ranger's Response (Dkt. 132 at 14-15) entoped. As explained in *Chapman v. First Index, Inc.*, 796 F.3d 133 (7th Cir. 2015), tendering a plaintiff all of the relief to...

Summers v. Earth Island Institute

Supreme Court of the United States · March 03, 2009 · 555 U.S. 488 · 129 S.Ct. 1141

...with regard to the Burnt Ridge Project, for example, despite the possibility that Earth Island's allegedly guaranteed right to comment would not be successful in persuading the Forest Service to avoid impairment of Earth Island's concrete interests. See *ibid.* Unlike redressability, however,



the requirement of injury in fact is a hard floor of Article III jurisdiction that cannot be removed by statute.

"[I]t would exceed [Article III's] limitations if, at the behest of Congress and in the absence of any showing of concrete injury, we were to entertain citizen suits to vindicate the public's nonconcrete interest in the proper administration of the laws. ... [T]he party bringing suit must show that...

Feedback

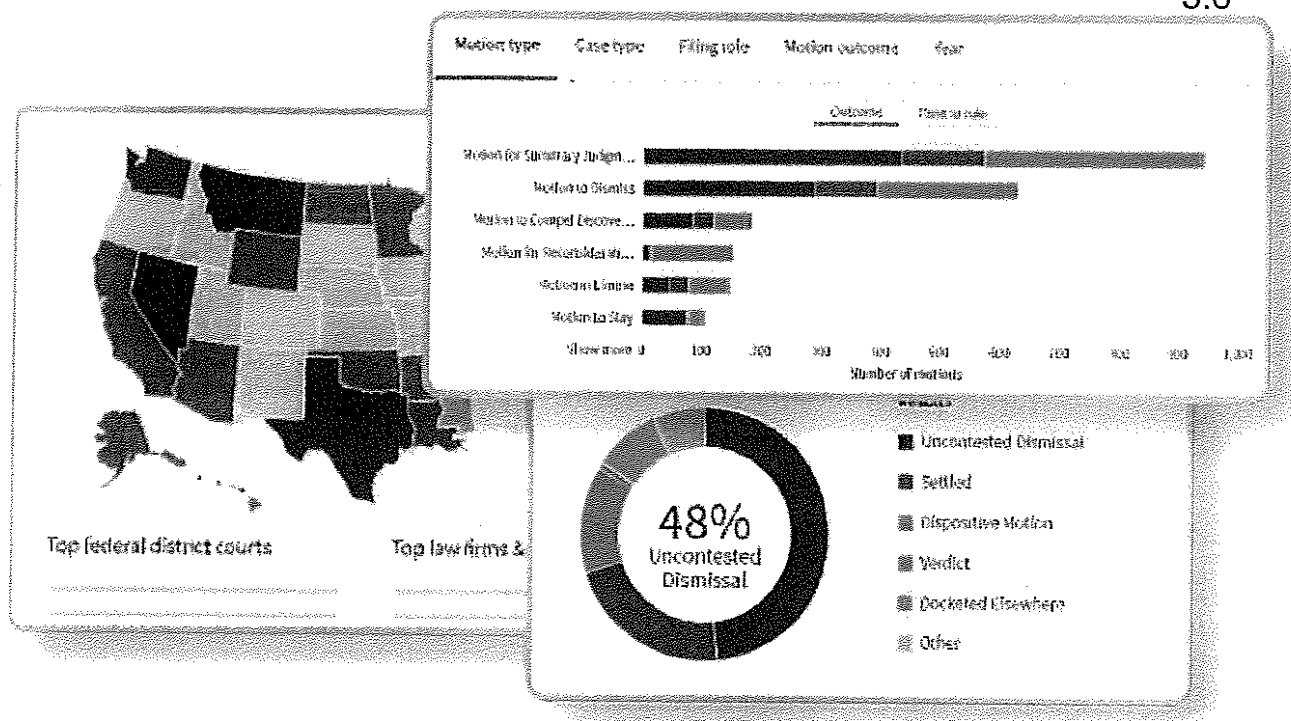
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KeyCite Overruling Risk

1. **Celebrezze v. Dayton Newspapers, Inc.**
 Court of Appeals of Ohio, Eighth District, Cuyahoga County. - July 05, 1988 - 41 Ohio App.3d 343 - 535 N.E.2

State Supreme Court judge seeking reelection brought libel and invasion of privacy action against newspaper which published political cartoon. The Court of Common Pleas, Cuyahoga County, entered judgment in favor of newspaper, and judge appealed. The Court of Appeals, Grey, J., held that (1) judge

... Appellee, Dr. ... cartoonist who ... Both Hustle ... could not be re ...

... **Celebrezze** ...

... **Celebrezze** ...

Overruling Risk Warning v. Weinfield, Ohio, June 6, 2007

Original Image

 Overruling Risk Warning v. Weinfield, Ohio, June 6, 2007

CELEBREZZE, Appellant,
v.
DAYTON NEWSPAPERS, INC. et al., Appellees

No. 51125.
 July 5, 1988.

Synopsis

State Supreme Court judge seeking reelection brought libel and invasion of privacy action against newspaper which published political cartoon. The Court of Common Pleas, Cuyahoga County, entered judgment in favor of newspaper, and judge appealed. The Court of Appeals, Grey, J., held that (1) judge

Feedback

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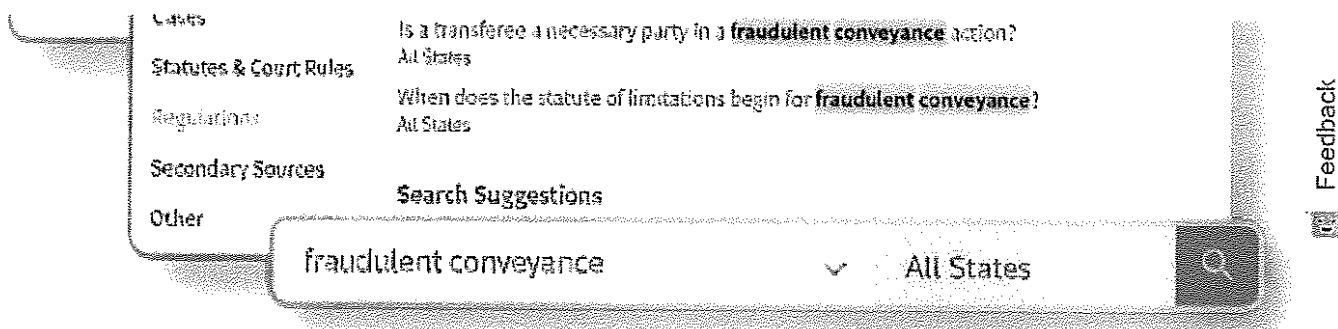
Are punitive damages available on a fraudulent transfer claim?

All States.

Punitive damages were not available under the Uniform Fraudulent Transfers Act; in enacting the Act, the legislature could have provided an exception to the compensatory damages requirement for punitive damages, if it intended that result, but it did not do so.

C & A Investments v. Kelly [Helpful?](#) [Yes](#) [No](#)

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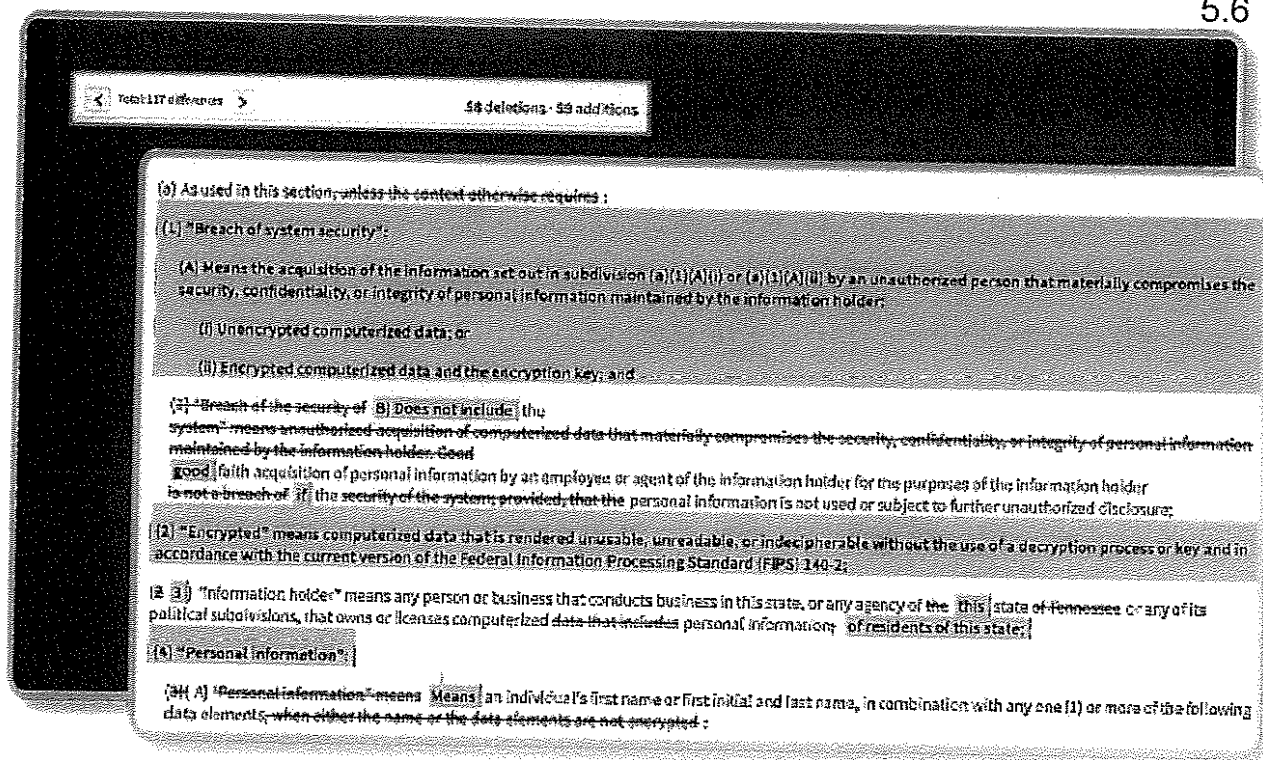
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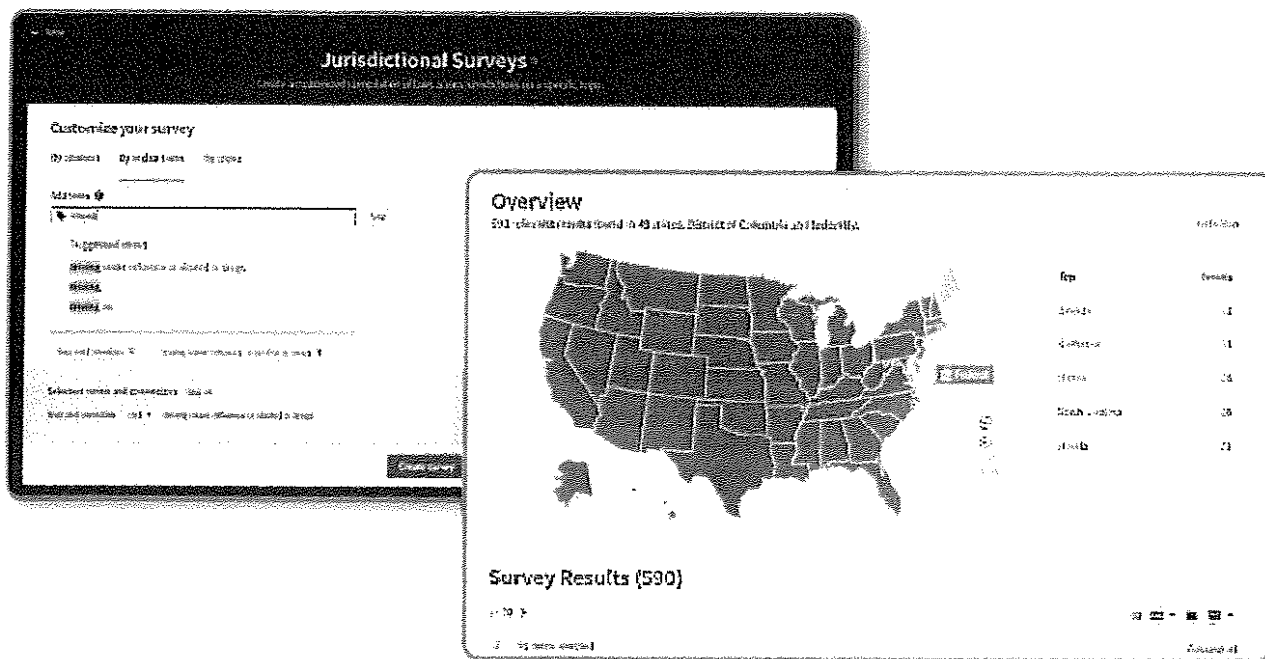
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ADD ON

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 04/06/21

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

Title of Item for Consideration:

Consider Resolution No. 04-06-2021-01, Charitable Gambling Permit for Ducks Unlimited

Consent Agenda

☐ Approve/Deny Motion ☐ Information Only

☐ Schedule Public Hearing*

**provide sample notice that will run in paper*

Regular Agenda – Estimate Time Needed: 2 minutes

☒ Approve/Deny Motion ☐ Discussion Item

☐ Direction Requested ☐ Hold Public Hearing*

☐ Presentation of Information

**provide copy of hearing notice that was published*

Submitted by:

Eric Bartusch

Department:

Auditor - Treasurer

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

Eric Bartusch, Auditor - Treasurer

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

Ducks Unlimited submitted an Application for Exempt Permit to conduct a raffle event on May 1, 2021 at Nitti's Hunter Point Resort, 5439 479th St, Isle, MN 56342. County Board approval is required.

Alternatives/Options/Comments:

Recommended Action/Motion:

Adopt Resolution (attached) to approve the Application for Exempt Permit for Ducks Unlimited to conduct a raffle event on May 1, 2021 at Nitti's Hunter Point Resort, 5439 479th St, Isle, MN 56342.

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.)

Application, Resolution

Board action: (for use by Recording Secretary)

☐ Approved ☐ Denied ☐ Tabled: _____

Board of County Commissioners
Mille Lacs County, Minnesota

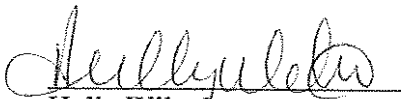
Resolution No. : 04-06-2021-01

Approval of Charitable Gambling

BE IT RESOLVED, the Mille Lacs County Board of Commissioners hereby approves granting an Exempt Permit for Ducks Unlimited to conduct a raffle event on May 1, 2021 at Nitti's Hunter Point Resort, 5439 479th St, Isle, MN 56342.

Adopted this 6th day of April, 2021

Attest:


Holly Wilson
County Administrator


David Oslin
County Board Chairperson

LG220 Application for Exempt Permit

Page 1 of 2

An exempt permit may be issued to a nonprofit **Application Fee (non-refundable)** organization that:

- conducts lawful gambling on five or fewer days, and is postmarked or received 30 days or more before the event, the
- awards less than \$50,000 in prizes during a calendar application fee is **\$100**; otherwise the fee is **\$150**. 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. 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: Hunters Point Ducks Unlimited Previous Gambling Permit Number: 93606
 Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 47-3506934
 Mailing Address: 5439 479th St
 City: Isle State: MN Zip: 56342 County: Mille Lacs
 Name of Chief Executive Officer (CEO): Justin Baldwin
 CEO Daytime Phone: 320-676-3227 CEO Email: justin@hunterspointresort.com
 (permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO): _____

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 Hunter Point Resort

Physical Address (do not use P.O. box): 5439 479th

Check one:
City: Isle Zip: 56342 County: Mille Lacs
Township: Eastside Zip: 56342 County: Mille Lacs

Date(s) of activity (for raffles, indicate the date of the drawing): May 1, 2021

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.

11/17

LG220 Application for Exempt Permit

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: _____

Signature of County Personnel: _____

Title: _____ Date: _____

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: 3-31-2021
 (Signature must be CEO's signature; designee may not sign)

Print Name: Justin Baldwin**REQUIREMENTS****MAIL APPLICATION AND ATTACHMENTS**

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 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

Requested Meeting Date: 04/06/21
(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Consider Resolution No. 04-06-2021-02, Repurchase Application	
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: <u>5</u> 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: Eric Bartusch, Auditor - Treasurer	
Summary of Issue <i>(include previous Board or Committee actions and/or minutes, as well as applicable dates):</i> Parcel 15-024-0100, located in Page Township, forfeited to the State on October 1, 2020 for taxes delinquent and unpaid in years 2016-2020. The parcel owners at time of forfeit have requested to repurchase the property to restore their ownership in the parcel and return the property to the tax rolls. County Board approval is required.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve the repurchase application for parcel 15-024-0100	
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 <i>Approved by County Attorney's Office:</i> ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Repurchase Application, Repurchase Resolution	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

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

Resolution No.: 04-06-2021-02

RESOLUTION FOR THE REPURCHASE OF TAX-FORFEITED PARCEL 15-024-0100

WHEREAS, on October 1, 2020 parcel 15-024-0100 described as West Half of the Southwest Quarter of the Southwest Quarter, Except part of Parcel # 20 to Hwy 169, and except the South 400 Feet of Section 24 Township 39 Range 27, forfeited for non-payment of taxes; and

WHEREAS, the parcel is located in Page Township on 11.88 acres and is/was the homestead of the applicant; with an estimated value of 131,000; and

WHEREAS, the previous owner, Brian Desalvo and Rachael Cooper, has submitted an application to repurchase along with payment in full for the total of all delinquent taxes, penalty, interest and costs.

WHEREAS, Minnesota Statute 282.241 allows the board of county commissioners to approve the repurchase of tax-forfeited property only after adoption of a resolution determining that, by allowing the repurchase, undue hardship or injustice resulting from the forfeiture will be corrected, or that permitting the repurchase will promote the use of the lands that will best serve the public interest.

THEREFORE; BE IT RESOLVED by the Mille Lacs County Board of Commissioners that permitting the repurchase of parcel 15-024-0100 corrects undue hardship by returning a taxpayers homestead and will best serve the public interest by returning the property to the tax rolls, and that the application to repurchase parcel 15-024-0100 is hereby approved.

Adopted this 6th day of April, 2021.



County Board Chair

The foregoing resolution was introduced by County Board Member Wilhelm and duly seconded by County Board Member Reynolds.

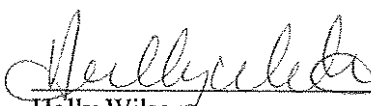
The following voted in favor of the Resolution: Craig Wilhelm, Reynolds, Ostin, Tellinghuisen, and Peterson.

The following voted against the Resolution: n/a

The following were absent: n/a

**CERTIFICATION
State of Minnesota
County of Mille Lacs**

I do hereby certify that the foregoing resolution is a true and correct copy of a resolution presented to and adopted by the County of Mille Lacs at a duly authorized meeting thereof held on the day of 2021.



Holly Wilson
Interim County Administrator

APPLICATION FOR REPURCHASE OF FORFEITED LANDS

To the board of County Commissioners and the County Auditor - Eric Bartusch, of Mille Lacs County, Minnesota.

The undersigned Brian Desalvo and Racheal Cooper hereby make application to repurchase from the State of Minnesota, pursuant to Minnesota Statutes, section 282.241; the following described land situated in Mille Lacs County, Minnesota, more particularly described as:

PID 15-024-0100

West Half of the Southwest Quarter of the Southwest Quarter, Except part of parcel # 20 to Hwy 169 and except the South 400 Feet in Section 24 Township 39 Range 27

Applicant states and shows that at the time of the forfeiture to the State of the said land for taxes hereinafter set out He/She/They was (a) the owner, or (b) the heirs of the owner, or (c) the representative of the owner, or (d) a person to whom the right to pay taxes is given by statute to-wit: (designating under what claim of right is exercised)

That the said land forfeited to the State on the 1st day of October, 2020, that such taxes became delinquent January 1, 2017 and remained delinquent and unpaid for the subsequent years of 2016 through 2020.

That the aggregate of all delinquent taxes and assessments, with penalties, costs and interest, exclusive of taxes and assessments to be reinstated as provided by Minnesota Statutes, Section 282.251 is the sum of: Nine thousand one hundred sixty 53/100 ____ (\$ 9,160.53) Dollars.

That permission to repurchase said land is hereby requested for the reasons stated as follows:

return to their owner snip and to tax rolls.

Dated March 31st 2021

Applicant

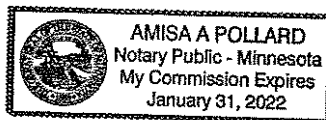
[Signature]

STATE OF MINNESOTA
County of Mille Lacs

Racheal Cooper and Brian DeSalvo being duly sworn, deposes and says: that he/she/they is the applicant and petitioner in the foregoing petition; that he/she/they have read said petition and knows the contents thereof; that the same is true of his/her/their own knowledge save as to the matters therein stated on information and belief and as to those matters he/she/they believe to be true.

Subscribed and sworn to before me this 31st day of March 2021

[Signature]
3-31-2021



RESOLUTION OF COUNTY BOARD

Resolved by the Board of County Commissioners of Mille Lacs County, Minnesota, that the foregoing application is hereby **Approved / Denied** for the reasons stated as follows:

Adopted this _____ day of _____ 20____

Attest:

County Auditor

[Signature]

Chairman County Board

Requested Meeting Date: 04/06/21

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

Title of Item for Consideration:

Consider Authorizing Environmental Resources Director to Administer Low Income SSTS Grant Program

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:

Chris Berg

Department:

Environmental Resources

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

Chris Berg, Environmental Resources Director/Land Commissioner

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

Mille Lacs County has received funds for low-income grants to upgrade non-compliant subsurface sewage treatment systems (SSTS). This funding is provided by the Minnesota Pollution Control Agency (MPCA) through the Clean Water, Land and Legacy Amendment. \$31,319.00 was disbursed to Mille Lacs County in 2020 to be spent in 2021. The money must be spent on noncompliant septic systems and results reported to the State. Eligibility and funding allocation will be granted based upon existing program requirements published on the Mille Lacs County website.

Alternatives/Options/Comments:

No changes are being made to the way this program has operated in years past.

Recommended Action/Motion:

Approve motion to allow Environmental Resources Director to administer low income SSTS grant program, including awarding grant money to eligible applicants up to \$31,319.00.

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: Funds were received as a State grant

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.)

SSTS Low Income Grant Program Fact Sheet, SSTs Low Income Grant Application

Board action: (for use by Recording Secretary)

☐ Approved ☐ Denied ☐ Tabled:

Application for SSTS Grant



INSTRUCTIONS

Before you apply for an SSTS grant, all property taxes must be current. Please complete this application in full. Incomplete or incorrect applications will be returned to the applicant. The application and required submittal documents may be submitted in person or mailed to:

Mille Lacs County Environmental Resources
635 2nd Street SE
Milaca, MN 56353

APPLICANT INFORMATION

Name: _____ Contact Phone: _____

Mailing Address: _____

E-mail Address: _____

Are you purchasing the property on a Contract for Deed? ☐ Y ☐ N

If yes, please have the Contract Holder sign here: _____

Are you an agent acting on behalf of the landowner? ☐ Y ☐ N

If yes, please have the landowner sign here: _____

PROPERTY INFORMATION

Property Owner: _____

Property Address: _____ Dwelling Type: _____

Parcel ID Number: _____ # Bedrooms: _____ Flow: _____

Is the property located within 1,000 feet of a lake or 300 feet of a river? ☐ Y ☐ N

APPLICATION SUBMITTAL REQUIREMENTS

- ☐ SSTS Notice of Noncompliance (if not already on-file).
- ☐ Copy of the two (2) most-recent tax return documents (e.g. IRS Form 1040) for the household.
- ☐ Two (2) itemized bids from licensed contractors.
- ☐ Copy of photo ID for the applicant and co-applicant, if applicable.

Application for SSTS Grant



TERMS AND CONDITIONS

I (we) hereby certify that by signing this document the information stated within is true and correct to the best of my (our) knowledge. I (we) realize that giving false information will result in disqualification from the grant application process, as well as being subject to potential civil and criminal penalties under the laws of the State of Minnesota. I (we) realize that initiating construction before the grant is approved, or failure to install the system within one (1) year of grant approval will result in disqualification for grant funding.

Mille Lacs County is asking that you provide information on this application form to determine if you are eligible to participate in the program. Your social security number is considered private data. In accordance with the Minnesota Government Data Practices Act, the County is required to inform you of your rights regarding private data collected from you.

We will use your private data only when it is required for the administration and management of the program. Persons or agencies with whom this information may be shared include:

- Mille Lacs County staff and other persons involved in program administration, including authorized personnel from the MPCA or other agencies providing funding assistance for your grant.
- Auditors who perform required audits of this program.
- Those persons who you authorize to see it.
- Law enforcement personnel in the case of suspected fraud or other enforcement authorities as required.

The County cannot release private data to anyone else or use the private data in anyway unless you give the County permission by completing a consent form. Please note, however, that data must be released if required by court order, and in addition, your private data may be released if Congress or the Minnesota Legislature passes a new law that authorizes or requires such release of data.

Supplying the information on the application is voluntary. However, a refusal to supply the information requested will mean you will not be considered for the program.

Signature of Applicant/Owner

Date

Signature of Co-Applicant (if applicable)

Date

DESCRIPTION

Mille Lacs County has \$40,000 available for low-income grants to upgrade non-compliant subsurface sewage treatment systems (SSTS). This funding is provided by the Minnesota Pollution Control Agency (MPCA) through the Clean Water, Land and Legacy Amendment. The goal of this funding is to protect groundwater and surface water from impacts resulting from the improper design and/or operation of SSTS. More information on the Clean Water, Land and Legacy Amendment is available here: <https://www.legacy.mn.gov/about-funds>

ELIGIBILITY REQUIREMENTS

This program is limited to low-income (according to USDA Adjusted Income Limits) households that have an SSTS that has been issued a Notice of Noncompliance. Additional eligibility requirements include:

- The SSTS will serve an existing homesteaded single-family dwellings.
- The SSTS flow value is equal to or less than 750 gallons per day (GPD).
- The cost to replace the SSTS does not exceed the value of the dwelling that the SSTS is intended to serve.
- There are no open violations, excluding violations related to noncompliant SSTS.
- Property taxes are current.
- The value of the property is equal to or less than \$175,000.

HOW THE FUNDING IS ALLOCATED

Funding is allocated on a first-come, first-served, basis. Households that meet the low-income standards may be funded up to 50% of the SSTS replacement cost. Households that meet the very low income standards may be funded up to 75% of the SSTS replacement cost. Funding will not be allocated for replacement SSTS that are intended to serve recreational vehicles, SSTS that consist of only a holding tank, or SSTS that are not being installed by a MPCA-licensed SSTS business.

If approved, notice of the award amount and approval to proceed will be mailed to the applicant and contractor. The award amount will be based on the low bid. This award amount will not be adjusted in the case that the total project cost exceeds the low bid; any additional expenses exceeding the award amount will be the responsibility of the applicant.

Upon receipt of the approval notice the applicant will be required to submit the necessary permits, including application fees. Notice will be provided to the applicant and contractor once the permits have been approved; at this time work may begin. Work that begins before grant approval or permit issuance will not be funded.

Upon completion of the system and issuance of a Certificate of Compliance the funds will be released in a joint check to the homeowner and contractor; the homeowner must sign the check and turn it over to the contractor. The homeowner may also be required to submit a lien waiver to the county, verifying that payment has been made to the contractor.

HOW TO APPLY

Applicants must complete and submit the Mille Lacs County Application for SSTS Grant form, including all required attachments:

- SSTS Notice of Noncompliance (if not already on-file).
- A copy of the two (2) most-recent tax return documents (e.g. IRS Form 1040) for the household.
- Two (2) itemized bids from MPCA-licensed SSTS businesses.
- A copy of a photo ID for the applicant and co-applicant, if applicable.

ADD ON

Board Agenda Request Form
 Board of County Commissioners

Requested Meeting Date: 04/05/21
 (Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration:

Consider Quote from Electronics and Appliance Recycling Vendor for 2021 Spring Cleanup Event

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:

Dilan Christiansen

Department:

Environmental Resources

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

Dilan Christiansen Environmental Resources Tech

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

The 2021 Spring Cleanup events are scheduled for June 3 at the Milaca Public Works Facility, and June 10 at the Wahkon Public Works Facility. Staff evaluated two (2) vendors to provide for electronics and appliance collection, Dynamic Recycling and The Retrofit Companies. Dynamic Recycling will not be available for the event dates. Retrofit Companies was used last year and their pricing has not substantially changed. It is estimated that residential disposal fees will cover the expenses associated with the events. The solid waste fund will cover any additional costs.

Alternatives/Options/Comments:

Recommended Action/Motion:

Approve motion to accept the quote from The Retrofit Companies to provide electronics and recycling collection services for the 2021 Spring Cleanup Events.

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:

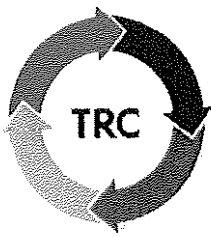
☐ Minutes of Relevant Meeting(s)

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

The Retrofit Companies Quote and Collection Fee Pricing

Board action: (for use by Recording Secretary)

☐ Approved ☐ Denied ☐ Tabled:

**The Retrofit Companies, Inc.**

DBA Retrofit Environmental
2960 Yorkton Blvd.
Little Canada, MN 55117
1-800-274-1309

Order Number: 0105520
Order Date: 4/5/2021
Salesperson: Adam Lundahl
Customer Number: MILCOUN

Proposal for:

Mille Lacs County
635 2nd St SE
Milaca, MN 56353-1305

Ship To:

Mille Lacs County
635 2nd St SE
Milaca, MN 56353-1305

Confirm To: Karen Mathison

Terms: Net 15

Item Number	Description	Unit	Ordered	Price	Amount
R1303-RESIDENT	Televisions/Monitors	LB	5,000.00	0.23	1,150.00
I					
R1302-RESIDENT	Electronics For Recycling	LB	1,000.00	0.12	120.00
I					
/SHIP-JOB	Event Fee	EACH	1.00	600.00	600.00
R1600	Appliances- standard	EA	10.00	15.00	150.00
R1601	Ammonia Appliances	EA	1.00	200.00	200.00
R1601	Appliances - Industrial	EA	1.00	125.00	125.00

Does not include Tax

Prices Valid for 30 Days

DO NOT PAY FROM ESTIMATE

Estimate Total:

\$2,345.00

We appreciate your business, and please note that:

Disposal pricing includes all labeling, markings, profiling, manifests and/or shipping documents. All disposal pricing listed above is pending profile approval at the end facility. Quantities listed are estimates only. The final invoice will reflect actual quantities shipped and disposal methodology as determined by the end facility. If the waste received at the disposal facility differs from the profile, discrepancy or rejection fees may apply.

Approval and Acceptance:

The undersigned agrees and certifies that he/she is authorized to act on behalf of Customer and guarantees by his/her signature to compensate The Retrofit Companies, Inc. in full for all actual services performed, which are due and payable 15 days from invoice date unless otherwise agreed upon. All past due accounts shall accrue interest at the rate of 1.5% per month. No verbal quotations are valid or enforceable.

SIGNATURE: _____



Spring Cleanup 2021 Hazardous and Appliance Collection

Milaca

Thursday, June 3rd from 3 P.M. to 7 P.M.
Mille Lacs County Public Works Garage
565 8th Street NE, Milaca, MN 56353

Wahkon

Thursday, June 10th from 3 P.M. to 7 P.M.
Mille Lacs County Public Works North Maintenance Facility
6813 Highway 27, Wahkon, MN 56386

In light of the ongoing COVID-19 pandemic we ask that you please take the following steps to protect yourself and our staff:

- Maintain social distance.
- If possible, place household hazardous waste in your trunk or truck bed.
- Stay in your vehicle; staff will unload.

Household Hazardous Materials: Household hazardous waste materials accepted at no charge include: agricultural pesticides, household cleaners, paints, stains, automotive chemicals, lawn and garden chemicals, fluorescent bulbs, rechargeable batteries, alkaline batteries, and related materials. **Hazardous materials utilized or generated by businesses are not accepted.** Must show driver's license or tax statement indicating residency or land ownership in Mille Lacs County to participate.

Electronics: \$20 per television or monitor; \$2 per small electronic device, such as: keyboards, mice, computers, DVD/VCR/Blue-ray players, routers, game consoles, speakers, etc.

Appliances: \$15 per appliance such as: clothes washers and dryers, refrigerators, stoves, freezers, dish washers, microwaves, blenders, coffee makers, bread makers, handheld mixers, toasters, etc.

Please contact Mille Lacs County Environmental Resources at (320) 983-8325 for additional information or visit:

<http://www.millelacs.mn.gov/172/Household-Hazardous-Waste>