

Tuesday, May 4, 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. Review of Auditor's Warrants
 - 4.2. Authorize County Board Work Sessions
 - 4.3. Approve Commissioners' Mileage and Per Diems- April 2021
 - 4.4. Consider Mille Lacs County and Isle School District Transportation Agreement
 - 4.5. Consider CVS Staff time to attend the Mille Lacs Lakes Area OCC
 - 4.6. Emergency Management Performance Grant (EMPG) Agreement
 - 4.7. Execute Contract for Maintenance of Tax-Forfeited Property

9:10 AM

5. REGULAR AGENDA
 - 5.1. Consider Reappointment of County Engineer Pursuant to Minnesota Statute 163.07
 - 5.2. Approve Revisions to Personnel Policy
 - 5.3. Approve Purchase of Portable Exercise Equipment Allotted by SHIP Grant
 - 5.4. Consider Special County Board Meeting
 - 5.5. Approve Proposal for Vetter Johnson Architect Services
 - 5.6. Consider Award Bid for SAP 048-614-004 (CSAH 14)
 - 5.7. Approve CR 101 Closeout
 - 5.8. Consider UniTrends Backup Enterprise Plus License
 - 5.9. Consider Closed Session Meeting to Discuss Tribal Litigation

9:30 AM

6. COMMITTEE REPORTS

9:59 AM

7. ADJOURN

Work Session (Conference Room A):

(County Administrator Report as time allows)

1. Public Health Update – (Kay Winterfeldt, CVS Supervisor)
2. Jail Discussion – (Brad Hunt & Dustin Nauman, Jail Administrator & Asst. Jail Admin)
3. Sheriff's Office Vehicle Discussion – (Kyle Burton, Chief Deputy)
4. Review County Coordinator Position Description (Holly Wilson, Assistant County Administrator)
5. Environmental Resources Report – (Chris Berg, Environmental Resources Director)
6. Mille Lacs County Commissioners Open Discussion

ORIGINAL

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 05/04/2021

(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: _____	



**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

MLKAREN
4/14/21 2:53PM
1 County Revenue Fund

Vendor Name		Accr	Rpt	Warrant Description		Invoice #	Account/Formula Descripti	
No.	Account/Formula	Amount	Service Dates	Paid On Bhf #	On Behalf of Name			
15008	Onamia City	36.73	1 Transactions					
76652	SCI Broadband							
2	01- 201- 000- 0000- 6203	136.95		SHERIFF'S INTERNET- WAHKON	Phone			N
76652	SCI Broadband	136.95	1 Transactions					
2587	Verizon Wireless							
79	01- 041- 000- 0000- 6203	35.01		AIR CARDS	Phone			N
76	01- 060- 000- 0000- 6839	70.02		CVS AIR CARDS	reimb collections- inter office			N
77	01- 060- 000- 0000- 6839	35.01		PW AIR CARDS	reimb collections- inter office			N
75	01- 063- 000- 0000- 6203	35.01		AIR CARDS	Phone			N
62	01- 201- 000- 0000- 6203	63.00		CELL PHONE- SHERIFF	Phone			N
64	01- 201- 000- 0000- 6203	1,335.89		CELL PHONES	Phone			N
68	01- 201- 000- 0000- 6203	41.50		GREELEY DV COURT	Phone			N
70	01- 201- 000- 0000- 6203	1,303.16		AIR CARDS	Phone			N
65	01- 202- 000- 0000- 6203	249.00		CELL PHONES	Phone			N
71	01- 202- 000- 0000- 6203	140.04		AIR CARDS	Phone			N
72	01- 202- 000- 0000- 6203	35.01		DVS OFFICER AIR CARD	Phone			N
66	01- 205- 000- 0000- 6203	41.50		CELL PHONES	Phone			N
63	01- 251- 000- 0000- 6203	126.00		CELL PHONES CRT SECURITY	Phone			N
69	01- 251- 000- 0000- 6203	166.00		CELL PHONES	Phone			N
73	01- 251- 000- 0000- 6203	35.01		AIR CARDS	Phone			N
67	01- 283- 000- 0000- 6203	41.50		CELL PHONES	Phone			N
74	01- 283- 000- 0000- 6203	35.01		AIR CARDS	Phone			N
78	01- 617- 000- 0000- 6203	70.02		AIR CARDS	Phone			N
2587	Verizon Wireless	3,857.69	18 Transactions					
23072	Waynes Sanitation LLC							
61	01- 205- 000- 0000- 6251	44.88		S&R DISPOSAL	Utility Services			N
23072	Waynes Sanitation LLC	44.88	1 Transactions					
77818	WEX Bank							
80	01- 201- 000- 0000- 6563	10,911.62		DEPUTY GAS	Gasoline			N
81	01- 201- 000- 0000- 6565	86.00		DEPUTY MAINT	Repair & Maintenance- Auto			N
82	01- 202- 000- 0000- 6563	457.03		CRT SECURITY GAS	Gasoline			N
83	01- 205- 000- 0000- 6563	634.74		B&W GAS	Gasoline			N
85	01- 251- 000- 0000- 6563	230.68		HUNT GAS	Gasoline			N
84	01- 251- 000- 0000- 6565	36.00		HUNT VEH MAINT	Repair & Maintenance- Auto			N
77818	WEX Bank	12,356.07	6 Transactions					

MILKAREN

4/14/21 2:53PM

1 County Revenue Fund

**** Mille Lacs County ****

Audit List for Board Auditor's Vouchers Entries

Page 5

Vendor Name

[illegible]

Rpt

Accr

Warrant Description

Service Dates

Invoice #

Account/Formula Descripti 1099

<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>

I Fund Total:

38,284.46

County Revenue Fund

15 Vendors

75 Transactions



**** Mille Lacs County ****



MLKAREN
4/14/21 2:53PM
10 Public Works Department

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 6

Vendor Name		Rpt	Acct	Amount	Warrant Description	Invoice #	Account/Formula Descripti	
No.	Account/Formula						Paid On Bhf #	On Behalf of Name
3	13053 Milaca/City Of							
	10-340-000-0000-6255			119.56	WATER & SEWER- MILACA			Water & Sewer N
	10-340-000-0000-6255			26.56	WATER & SEWER TESTING LAB			Water & Sewer N
4	13053 Milaca/City Of			146.12	2 Transactions			
1	76652 SCI Broadband							
	10-340-000-0000-6203			136.95	PW INTERNET- WAHKON			Phone N
	76652 SCI Broadband			136.95	1 Transactions			
10 Fund Total:				283.07	Public Works Department		2 Vendors	3 Transactions

**** Mille Lacs County ****



MLKAREN

4/14/21 2:53PM

77 County Agency Fund

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name		Account/Formula		Rpt	Warrant Description		Invoice #	Account/Formula Description	
No.	Account/Formula	Acct	Amount		Service Dates		Paid On Bhf #	On Behalf of Name	
7	77-915-000-0000-6805		70.20		T KILLGRIFF 2020 PREMIUMS			Vision Ins. 2020	N
6	77-916-000-0000-6805		763.01		MARCH 2021 PREMIUMS			Vision Ins. 2021	N
77366	Blue Cross Blue Shield of Minnesota		833.21			2 Transactions			
77948	THE LINCOLN NATIONAL LIFE INSURANC								
41	77-908-000-0000-6805		5,073.41		MARCH 2021 PREMIUMS			2021 Life Ins	N
46	77-908-000-0000-6805		5,104.95		FEB LIFE INS PREMIUMS			2021 Life Ins	N
43	77-911-000-0000-6805		2,315.60		MARCH STD PREMIUMS			STD 2021	N
45	77-911-000-0000-6805		2,315.60		FEB STD PREMIUMS			STD 2021	N
42	77-913-000-0000-6805		3,226.50		MARCH LTD PREMIUMS			LTD 2021	N
44	77-913-000-0000-6805		3,181.32		FEB LTD PREMIUMS			LTD 2021	N
77948	THE LINCOLN NATIONAL LIFE INSURANC		21,217.38			6 Transactions			

77 Fund Total:

County Agency Fund 2 Vendors 8 Transactions

Final Total:

19 Vendors 86 Transactions

MLKAREN
4/14/21

2:53PM

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	38,284.46	County Revenue Fund
10	283.07	Public Works Department
77	22,050.59	County Agency Fund
All Funds	60,618.12	Total

Approved by,

Eric Berksch
.....
[Signature]
.....
4/15/21
.....
[Signature]
4/16/21

MLKAREN

4/21/21 3:12PM

1 County Revenue Fund

*** Mille Lacs County ***

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 2



Vendor Name		Rpt		Invoice #		Account/Formula Descripti	
No.	Account/Formula	Accr	Amount	Warrant Description	Service Dates	Paid On Bhf #	On Behalf of Name
13183	Mn Commissioner Of Revenue						
1	01-060-000-0000-6845		0.69	Receipt Nbr 115487 02/02/2021			Wall Map Orders N
2	01-107-000-0000-6261		1.37	Receipt Nbr 115585 02/10/2021			Professional Services N
3	01-107-000-0000-6261		1.37	Receipt Nbr 115590 02/10/2021			Professional Services N
4	01-107-000-0000-6261		1.37	Receipt Nbr 115606 02/11/2021			Professional Services N
5	01-107-000-0000-6261		1.37	Receipt Nbr 115648 02/17/2021			Professional Services N
6	01-107-000-0000-6261		1.37	Receipt Nbr 115761 02/25/2021			Professional Services N
7	01-107-000-0000-6261		1.37	Receipt Nbr 115829 03/02/2021			Professional Services N
8	01-107-000-0000-6261		2.75	Receipt Nbr 115833 03/03/2021			Professional Services N
9	01-107-000-0000-6261		1.37	Receipt Nbr 115839 03/04/2021			Professional Services N
10	01-107-000-0000-6261		1.37	Receipt Nbr 115842 03/04/2021			Professional Services N
11	01-107-000-0000-6261		1.37	Receipt Nbr 115843 03/04/2021			Professional Services N
12	01-107-000-0000-6261		1.37	Receipt Nbr 115849 03/04/2021			Professional Services N
13	01-107-000-0000-6261		1.37	Receipt Nbr 115912 03/10/2021			Professional Services N
14	01-107-000-0000-6261		1.37	Receipt Nbr 115919 03/10/2021			Professional Services N
15	01-107-000-0000-6261		1.37	Receipt Nbr 115927 03/11/2021			Professional Services N
16	01-107-000-0000-6261		1.37	Receipt Nbr 115964 03/12/2021			Professional Services N
17	01-107-000-0000-6261		1.37	Receipt Nbr 115978 03/15/2021			Professional Services N
18	01-107-000-0000-6261		1.37	Receipt Nbr 116015 03/18/2021			Professional Services N
19	01-107-000-0000-6261		1.37	Receipt Nbr 116044 03/19/2021			Professional Services N
20	01-107-000-0000-6261		1.37	Receipt Nbr 116076 03/23/2021			Professional Services N
21	01-107-000-0000-6261		1.37	Receipt Nbr 116090 03/23/2021			Professional Services N
22	01-603-000-0000-5833		0.69	Receipt Nbr 115609 02/12/2021			Income From Sale Of Publications-I N
13183	Mn Commissioner Of Revenue		30.16	22 Transactions			

1 Fund Total:

County Revenue Fund

1 Vendors

22 Transactions

MLKAREN

4/21/21

3:12PM

10 Public Works Department

*** Mille Lacs County ***

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 3

Vendor		<u>Name</u>	<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Rpt</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>	
13183	Mn Commissioner Of Revenue											
23	10-310-000-0000-5117						Receipt Nbr 115949	03/12/2021			Permits	N
24	10-330-000-0000-5831						Receipt Nbr 115763	02/25/2021			Culvert & mailbox post Sales	N
25	10-330-000-0000-5831						Receipt Nbr 115941	03/12/2021			Culvert & mailbox post Sales	N
26	10-330-000-0000-5831						Receipt Nbr 116030	03/18/2021			Culvert & mailbox post Sales	N
27	10-330-000-0000-5831						Receipt Nbr 116035	03/18/2021			Culvert & mailbox post Sales	N
28	10-330-000-0000-5831						Receipt Nbr 116128	03/26/2021			Culvert & mailbox post Sales	N
29	10-330-000-0000-5831						Receipt Nbr 116129	03/26/2021			Culvert & mailbox post Sales	N
13183	Mn Commissioner Of Revenue							7 Transactions				
10 Fund Total:												
							Public Works Department			1 Vendors	7 Transactions	



MLKAREN

4/21/21 3:12PM

11 Community and Veterans :

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Page 4

Vendor Name		Rpt		Invoice #		Account/Formula Descripti	
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
13183	Mn Commissioner Of Revenue						
30	11-481-604-0000-5837		0.34	Receipt Nbr 18568 01/12/2021		Sale Of Merchandise	N
31	11-481-604-0000-5837		2.40	Receipt Nbr 18606 01/14/2021		Sale Of Merchandise	N
32	11-481-604-0000-5837		0.34	Receipt Nbr 18610 01/19/2021		Sale Of Merchandise	N
33	11-481-604-0000-5837		2.40	Receipt Nbr 18729 02/04/2021		Sale Of Merchandise	N
34	11-481-604-0000-5837		2.40	Receipt Nbr 18731 02/08/2021		Sale Of Merchandise	N
35	11-481-604-0000-5837		4.81	Receipt Nbr 18764 02/09/2021		Sale Of Merchandise	N
36	11-481-604-0000-5837		2.40	Receipt Nbr 18765 02/09/2021		Sale Of Merchandise	N
37	11-481-604-0000-5837		2.40	Receipt Nbr 18776 02/12/2021		Sale Of Merchandise	N
38	11-481-604-0000-5837		2.40	Receipt Nbr 18786 02/17/2021		Sale Of Merchandise	N
39	11-481-604-0000-5837		2.40	Receipt Nbr 18846 02/22/2021		Sale Of Merchandise	N
40	11-481-604-0000-5837		2.40	Receipt Nbr 18853 02/23/2021		Sale Of Merchandise	N
41	11-481-604-0000-5837		2.40	Receipt Nbr 18977 03/16/2021		Sale Of Merchandise	N
42	11-481-604-0000-5837		2.40	Receipt Nbr 19014 03/23/2021		Sale Of Merchandise	N
43	11-481-604-0000-5837		2.40	Receipt Nbr 19022 03/25/2021		Sale Of Merchandise	N
44	11-481-604-0000-5837		2.40	Receipt Nbr 19034 03/30/2021		Sale Of Merchandise	N
13183	Mn Commissioner Of Revenue		34.29	15 Transactions			

11 Fund Total:

34.29

Community and Veterans Service

1 Vendors

15 Transactions

Final Total:

295.00

3 Vendors

44 Transactions

MLKAREN
4/21/21

3:12PM

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	30.16	County Revenue Fund
10	230.55	Public Works Department
11	34.29	Community and Veterans Servit
All Funds	295.00	Total

Approved by,

Eric Bortusch

.....

.....

.....

4/21/21

Heidly Weller

4/21/21

MLKRS
4/9/21

2:45PM

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Print List in Order By: 1
1 - Fund (Page Break by Fund)
2 - Department (Totals by Dept)
3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas Y

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N



**INTEGRATED
FINANCIAL SYSTEMS**

11 County Revenue Fund

Page 2

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

199.95	HWY LINES
1,231.84	E-911 CIRCUIT
1,431.79	

2 Transactions

2 Transactions

*** Mille Lacs County ***



MLKRS
4/9/21 2:45PM
11 Community and Veterans

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name		Rpt		Invoice #		Account/Formula Descripti	
No.	Account/Formula	Acct	Amount	Warrant Description	Service Dates	Paid On Bhf #	On Behalf of Name
139	Mn Child Support Payment Center						
1	11-420-640-0000-6835		200.00	MCI # 0014523537			Reimb Collections N
2	11-420-640-0000-6835		267.65	MCI # 0015231177			Reimb Collections N
3	11-420-640-0000-6835		530.00	MCI # 0001369527			Reimb Collections N
4	11-420-640-0000-6835		75.00	MCI # 0011586101			Reimb Collections N
5	11-420-640-0000-6835		20.00	MCI # 0012455333			Reimb Collections N
139	Mn Child Support Payment Center		1,092.65		5 Transactions		

11 Fund Total: 1,092.65 Community and Veterans Servi 1 Vendors 5 Transactions

**** Mille Lacs County ****



MLKRIS
4/9/21 2:45PM
35 Debt Service Fund

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 4

Vendor No.	Vendor Name	Account/Formula	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula	Descripti	1099
13056	Mille Lacs Cty Auditor Treasurer	35- 869- 000- 0000- 5964	5,411.97	COR TAX PMT REC AS BOND INT	1 Transactions				N
13056	Mille Lacs Cty Auditor Treasurer		5,411.97						
35 Fund Total:			5,411.97	Debt Service Fund		1 Vendors		1 Transactions	
Final Total:			7,936.41	3 Vendors	8 Transactions				

Mille Lacs County

Audit List for Board Auditor's Vouchers Entries



INTEGRATED
FINANCIAL SYSTEMS

4/13/2021
for Book 456
Deedgulate
4/16/21

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 05/04/21

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

Title of Item for Consideration: Authorize County Board Work Sessions	
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, 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): Beginning Tuesday, May 18, 2021 through Tuesday, August 17, 2021, the Mille Lacs County Board of Commissioners will have work sessions beginning at 8:00AM prior to its regularly scheduled County Board meetings. County board work sessions will continue after the regular County Board meetings adjourn. This has been approved by the County Board of Commissioners in previous years.	
Alternatives/Options/Comments: 	
Recommended Action/Motion: Authorize work sessions.	
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: _____	



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 5/4/2021

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

Title of Item for Consideration: Approve Commissioners' Mileage and Per Diems - April 2021	
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): Per Board instruction, claims submitted by Commissioners for mileage and per diems will be presented each month on the agenda for formal Board approval.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve April Claims for the Commissioners' Mileage and Per Diems in the amount of \$346.36	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$346.36 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.) Breakdown per Commissioner	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

APR 2021 Commissioners Mileage and Per Diems

In August 2009 Mileage and Per Diem changed to be paid through Payroll

	code 192	code 195	YEAR TO DATE TOTALS	
	Per Diem	Mileage	TOTALS	Per Diem Mileage
Phil Peterson			0.00	0.00
Roger Tellinghuisen			0.00	29.12
Genny Reynolds	315.00	31.36	346.36	94.92
David Oslin			0.00	107.52
Tim Wilhelm			0.00	0.00
TOTALS	315.00	31.36	346.36	231.56

Requested Meeting Date: 05/04/21

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

Title of Item for Consideration: Consider Mille Lacs County and Isle School District Transportation 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: Beth Crook	Department: CVS
Who will attend the meeting and be able to respond to questions? Give name and title: Beth Crook, Director MLCCVS	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): This contract formalizes the responsibility in both coordinating and determining financial responsibility to provide transportation to the home school district for children placed into foster care. Financial responsibility varies based on individual school/transportation plan and location of foster care home to the home school.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Recommend approval of this contract	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☒ Yes ☐ No If no, please explain: _____	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☒ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☐ Background Information (such as price quotes, etc.)	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

AGREEMENT FOR THE TRANSPORTATION OF CHILDREN AND YOUTH IN FOSTER CARE PLACEMENT

This Agreement is entered into by and between Isle Public School District #0473 (hereinafter referred to as the District) and Mille Lacs County (hereinafter referred to as the County).

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth.

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the 'Every Student Succeeds Act' (ESSA), youth placed in a foster care placement shall remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the 'Every Student Succeeds Act' (ESSA), the District shall collaborate with child welfare agency to develop and implement procedures for how transportation for youth in foster care is provided, arranged and funded.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. AUTHORITY:

The Elementary and Secondary Education Act (BSBA), the 'Every Student Succeeds Act' (ESSA), Fostering Connections to Success and Increasing Adoptions Act of 2008 (Public Law 110-351, (42 USC Section 204(a)(1)(B))), Disabilities in Education Act (IDEA), Title VI and the Equal Educational Opportunities Act (EEOA), Title IV of the Social Security Act (Section 475(1)(0) (42 USC 675(1))), Minnesota Statute 260C.212, Minnesota Statute 123B.92, FERPA, FOIA, and Minnesota Data Practices Act.

2. TERM:

This Agreement shall be in effect from July 1, 2019 - June 30, 2022.

3. DEFINITIONS:

"Foster Care" is defined as 24-hour substitute care for children placed away from their parents or guardians, and homeless children, for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placement in foster family homes, emergency shelters, relative foster homes, group homes, child care institutions, preadoptive homes, and residential facilities, regardless of whether the foster care facility is licensed or whether payments are made by the state or local agency for the care of the child or youth.

"School of Origin" is defined as the school in which a child is enrolled at the time of placement in foster care. If a child's foster care placement changes, the school of origin would then be considered the school in which the child is enrolled at the time of the placement change.

4. EDUCATIONAL PLACEMENT DECISIONS:

The County is responsible for determining appropriate education placement and the presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless contrary to the child's best interests.

If the County is considering moving a child to a new educational placement, the County will notify the

District Transition Education Services Liaison responsible for students in foster care. The County will identify a point of contact from the agency to work directly with the District Transition Education Services Liaison. The District Transition Education Services Liaison will arrange a consultation between the County and the child's school of origin. The school of origin will provide information about the child's current educational placement. The County shall take into consideration this information and other best interest factors in making the educational placement decision. The District Transition Education Services Liaison may participate in the consultation.

5. SERVICES:

The District acknowledges and agrees to provide transportation as required by law, including but not limited to Minn. Stat. §1238.88; 123B.92, subd. 1; and 124D.03, subd. 8. In addition, in accordance with the Every Student Succeeds Act, 20 U.S.C. § 1003, and the best interests of a child requirements of §260C.212, subd. 1(c)(8), the District and the County agree to the following in order to address school transportation costs during foster care placements of children:

- a. Students who can be transported to school on an existing route: When feasible, students placed in foster care will be transported to school on an existing bus route. District will cover the associated costs.
- b. Students who have an IEP indicating the need for specialized transportation: If students are residing and attending school within the District, the District will assume costs required for transporting the student to school. District will cover the associated costs.
- c. Students who are unable to be transported on an existing route: If a route does not exist or is not a feasible option for the student placed in foster care, the County, after consulting with the District, will determine the best possible means of transportation. If the means of transportation results in added cost to the District, the District and the County will share the transportation costs.
- d. Students residing in a foster care placement outside of District boundaries, but attending a District School: If students are residing in a foster care placement outside of District boundaries, but are attending school within the District, the County, after consulting with the District, will determine the best possible means of transportation. If the means of transportation results in added cost to the District, the District and the County will share the transportation costs.
- e. Students placed in foster care within District and attending a non-ISO 912 Area Schools: The District will bear no financial responsibility for this student. The County and the School District where the student attends are expected to make arrangements for transportation and the associated costs.

6. PAYMENT FOR SERVICES:

- a. The District and the County agree to equally split the additional cost of the student's transportation described in Section 5(c) and 5(d) if the means of transportation results in added cost.
- b. The County will identify a point of contact from the agency to work directly with the District Foster Liaison to ensure transportation agreements are timely. All transportation requests are to be requested by the County point of contact to be honored.
- c. The Parties will exchange itemized invoices on a quarterly basis. The invoices will detail each trip provided, the total time for each trip and the associated charge. Payment shall be made within 35 days of receipt of the invoice, unless there is a dispute. In that circumstance, all undisputed amounts shall be paid within 35 days of receipt of invoice and disputed amounts will be addressed and paid following a determination pursuant to Section 7, the dispute resolution process.
- d. Whenever there is a planned change in educational placement, the County point of contact will notify the District Foster Liaison to assure appropriate transportation services and address changes in billings for such services.

7. DISPUTE RESOLUTION:

It is the responsibility of the County and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care. The County and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

- a. The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
- b. Upon receipt of the explanation, the decision shall be reviewed by the District and the County. Input will be reviewed from all parties and a decision by the County will be communicated within three business days. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a 'Decision Making Team' meeting.
- c. County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and the County.
- d. If disagreement on school transportation remains, guidance from the Minnesota Department of Education will be requested.
- e. Should the parties fail to reach an agreement, 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.

8. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, District its' staff, agents, employees, and its' subcontractors are independent providers and not employees of the County. No statement contained in this Agreement shall be construed so as to find the District its' staff, agents, employees, and its' subcontractors shall be entitled to any of the rights, privileges, or benefits of the County.

9. INDEMNIFICATION:

Each party, shall be liable for its own acts and the acts of its agents, representatives, officers, employees, subcontractors, and volunteers, to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its agents, representatives, officers, employees, subcontractors, and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the others, its agents, representatives, officers, employees, subcontractors, and volunteers may hereinafter sustain, incur or be required to pay, to the extent arising out of or by reason of any act or omission of the Party, its agents, representatives, officers, employees, subcontractors, and volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

10. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with cause, upon a thirty-(30) days written notice to the other party. Termination of this contract shall not discharge any liability, responsibility or right of either party that arises from the performance of, or failure to perform, the terms of this contract.

11. STANDARDS:

The District and the County shall comply with all applicable Minnesota State statutes and regulations as well

as local ordinances and rules now in effect or hereafter adopted.

12. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or the County because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

13. INSURANCE AND LICENSURE:

All student transportation provided by the District under this Agreement shall be covered under the District's Liability Insurance Policy. The District shall ensure that all contractors, subcontractors and drivers are licensed and insured in accordance with Minnesota law and District policies; and that they obtain and maintain workers' compensation insurance, automobile insurance, general liability insurance for bodily injury, personal injury and property damage in the performance of duties arising from this agreement.

The District shall provide the County copies of insurance certificates on an annual basis or upon material change in coverage.

The District shall maintain commercially reasonable limits of insurance, but no less than those liability amounts set forth in Minn. Stat. §466.

Copies of District's insurance policies shall be submitted to the County upon request.

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, limits, or exceptions on liability.

Additional Insured. The County shall be named as an additional insured on all the District's insurance policies except Workers' Compensation and Employer's Liability policies.

Waiver of Subrogation. Notwithstanding anything to the contrary contained in this Agreement, the District expressly waives any and all rights of subrogation, reimbursement, indemnity, exoneration, contribution of any other claim against the County its officials, agents, and employees.

All insurance policies shall be primary and non-contributory.

14. SUBCONTRACTING:

The District shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the County and subject to such conditions and provisions set forth herein and as the County may deem necessary. The District shall be responsible for the performance of all subcontractors. The County has the right to approve of and to refuse the use of subcontractors by the District.

Pursuant to Minn. Stat. §514.011, 514.02, and 337.10, should the District retain the services of a subcontractor, the District shall pay any subcontractor within ten days of any receipt of payment to the District for undisputed services provided by the subcontractor. The District shall pay interest in the amount of 1.5% per month to the subcontractor on any undisputed amount not paid on time to the subcontractor.

15. AMENDMENTS:

This agreement may be supplemented, amended or revised only by a written and signed agreement of both parties.

16. ASSIGNMENT:

Neither party to this agreement shall assign the agreement, nor any interest arising herein, without prior written consent of the other.

17. RECORDS AUDITING AND RETENTION:

District's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and the legislative or State Auditor. Such evidence(s) are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. District agrees to maintain such evidence(s) for a period of seven (7) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

18. WAIVER:

Any waiver by either party of any provision of this agreement shall not imply a subsequent waiver of that or any other provision.

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 part or parts which are void, invalid or otherwise, unenforceable shall substantially impair the value of the entire agreement with respect to either party.

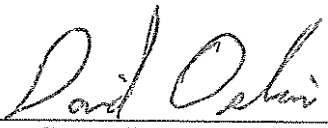
20. FINAL AGREEMENT:

This agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiation, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written which are not contained within this agreement.

21. EXECUTION:

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

MILLE LACS COUNTY

BY: 
County Board Chairperson

DATED: 5/4/2021

ISLE PUBLIC SCHOOLS
DISTRICT #473

BY: _____
Superintendent

DATED: _____

ATTESTED TO:

BY: _____

DATED: _____

ATTESTED TO:

BY: _____

DATED: _____

Requested Meeting Date: 05/04/21
(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Consider CVS Staff time to attend the Mille Lacs Lakes Area OCC	
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	Department: CVS
Who will attend the meeting and be able to respond to questions? Give name and title: Beth Sumner, Financial Assistance Supervisor	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Requesting support from the MLC Board for use of staff time to organize and attend the annual OCC event to be held on June 7 in Onamia to provide citizens of MLC with available resources. This year's OCC event will be set up as a drive thru delivery method in partnership with Ruby's Pantry. We are planning to provide 150 households with a bag filled with the valuable resources from participating vendors as well as all of the needed items and ingredients to prepare a healthy and delicious meal. All planning and coordination of this event will follow all social distancing requirements as well as all safety recommendations from the CDC to protect the volunteers as well as the participants of the OCC Drive Thru event.	
Alternatives/Options/Comments:	
Recommended Action/Motion:	
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: _____	



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 05/04/21

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

Title of Item for Consideration: Emergency Management Performance Grant (EMPG) 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: Julie Peterson	Department: Emergency Management
Who will attend the meeting and be able to respond to questions? Give name and title: Julie Peterson, Emergency Manager	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): This grant is received on an annual basis. The grant and a matching requirement are used to help fund the Emergency Manager position. The EMPG Grant Agreement requires signatures from the Mille Lacs County Board Chair and Interim County Administrator to accept the EMPG Grant on behalf of the County.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Signature from Mille Lacs County Board Chair and Mille Lacs County Interim Administrator to accept the EMPG Grant.	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$20,174.00 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.)	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

	Grant Contract Agreement	Page 1 of 2
---	--------------------------	-------------

Minnesota Department of Public Safety ("State") Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, Minnesota 55101-2190	Grant Program: 2020 Emergency Management Performance Grant Grant Contract Agreement No.: A-EMPG-2020-MILLACCO-050
Grantee: Mille Lacs County 635 2nd Street SE Milaca, MN 56353-1305	Grant Contract Agreement Term: Effective Date: 01/01/2020 Expiration Date: 05/31/2021
Grantee's Authorized Representative: Mille Lacs County Emergency Management Office ATTN: Julie Peterson – Emergency Management Director 635 2nd Street SE Milaca, MN 56353-1305 Phone: 320-983-8475 E-mail: julie.peterson@millelacs.mn.gov	Grant Contract Agreement Amount: Original Agreement \$ 20,174.00 Matching Requirement \$ 20,174.00
State's Authorized Representative: Kyle Temme Homeland Security and Emergency Management 445 Minnesota St., Suite 223 St. Paul, Minnesota 55101-2190 Phone: 651-201-7420 E-mail: kyle.temme@state.mn.us	Federal Funding: CFDA 97.042 FAIN: EMC-2020-EP-00006 State Funding: None Special Conditions: Period of performance for eligible activities is 1/1/2020 to 12/31/2020 in accordance with the federal DPS/HSEM FFY-2020 EMPG FEMA Work Plan.

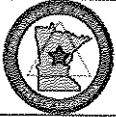
Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subd. 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2020 Emergency Management Performance Grant Application ("Application") which is incorporated by reference into this grant contract agreement and on file with the State at Homeland Security and Emergency Management Division, 445 Minnesota Street, Suite 223, St. Paul, Minnesota 55101-2190. The Grantee shall also comply with all requirements referenced in the 2020 Emergency Management Performance Grant Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

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



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

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

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

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-EMPG-2020-MILLACCO-050 / PO# 3000072718

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

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

Signed: David Oslin

Print Name: DAVID OSLIN

Title: County Board Chairman

Date: 5/4/2021

Signed: Holly Wilson

Print Name: Holly Wilson

Title: Interim County Administrator

Date: 5/4/2021

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

2020 (EMPG) Emergency Management Performance Grant

Organization:
Mille Lacs County

Budget Summary (Report)

EXHIBIT A
A-EMPG-2020-MILLACCO-050

Budget		
Budget Category	Award	Match
Organization		
Salary and Fringe Benefits	\$20,174.00	\$20,174.00
Total	\$20,174.00	\$20,174.00
Total	\$20,174.00	\$20,174.00
Allocation	\$20,174.00	\$20,174.00
Balance	\$0.00	\$0.00



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 05/04/21

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

Title of Item for Consideration: Execute Contract for Maintenance of Tax-Forfeited Property	
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: Land Services
Who will attend the meeting and be able to respond to questions? Give name and title: Chris Berg, Land Services Director/Land Commissioner	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): On April 20, 2021, the Board accepted the low quotes from contractor R&R Septic for the mowing of tax-forfeited properties in the 2021 growing season. It is recommended that the contract be executed before the work begins.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Authorize the Board Chair to execute the contract with R&R Septic.	
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.) Contract	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

PURCHASE OF MOWING SERVICES AGREEMENT

The Mille Lacs County Board of Commissioners, hereafter referred to as the "County", and: **R&R Septic**, hereafter referred to as "Contractor"; hereby enter into this Agreement for the period from: (1) the date this Agreement is executed by the parties until September 30, 2021; or, (2) until such time the Agreement is terminated under the terms of this Agreement whichever date occurs first.

WITNESSETH

WHEREAS, The Contractor is an organization representing itself as a qualified contractor who has provided the County with quotes for mowing grass on tax-forfeited parcels; and,

WHEREAS, The County wishes to purchase in its discretion such mowing services from the Contractor; and,

WHEREAS, The Contractor represents that it is duly qualified and willing to perform such services.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and Contractor agree as follows:

1. Contractor's Duties:

a. The Contractor agrees to provide mowing services, including rough mowing and trimming around all permanent structures, utilities, posts, stakes and other obstructions or objects on the lot on a bi-weekly basis for the properties referenced below:

- PID# 14-240-0080, 35647 125th Avenue, Onamia
- PID# 19-004-2700, 198 Fredrick Street, Foreston

b. The Contractor shall obtain and/or maintain the insurance (as shown by, but not limited to, any Certificate of Liability Insurance), licenses (as shown by, but not limited to, a relevant license issued by the State of Minnesota Department of Health) and permits required by State and Federal laws and regulations and any required by this Agreement. The Contractor shall pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. If requested by the County, the Contractor shall provide the County with evidence of compliance with the insurance, permit, license, notice, and tax requirements.

2. Compensation and Delivery of Purchased Services:

a. The Contractor shall be compensated for providing services required by this Agreement as set forth below:

- PID# 14-240-0080, 35647 125th Avenue, Onamia: \$40.00 per mowing
- PID# 19-004-2700, 198 Fredrick Street, Foreston: \$40.00 per mowing

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: **R&R Septic, 11603 290th Street, Onamia, MN 56359.**

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 **R&R Septic, 11603 290th Street, Onamia, MN 56359.**

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.S 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:

Paul Oslin 5-4-2021
Chairperson, Mille Lacs County Commissioners Date

RON STRAKA R&R SEPTIC 4/16/21
Contractor Name, Business Name Date



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 05/04/21

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

Title of Item for Consideration: Consider Reappointment of County Engineer Pursuant to Minnesota Statute 163.07	
Consent Agenda ☐ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: 2 minutes ☒ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Holly Wilson, 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): Per MN Statute 163.07, the County Board shall reappoint a County Highway Engineer to a term of four years. The County Board may appoint a new County engineer for a term of only one year. All reappointments following will be for a four-year term and shall be made in May of the year in which the term expires. Resolution No. 2020-07-21-20-01 if approved appoints Neal Knopik to a four-year term expiring July 27, 2025.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Consider Resolution No. 05-04-2021-01.	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☒ Yes ☐ No If no, please explain: _____	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) MN Statute 163.07, Resolution 05-04-2021-01	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

Office of the Revisor of Statutes

2019 Minnesota Statutes

Authenticate PDF

This is an historical version of this statute chapter. Also view [the most recent published version](#).

163.07 MS 1957 [Repealed, 1959 c 500 art 6 s 13]

163.07 COUNTY HIGHWAY ENGINEER.

Subdivision 1. Appointment. The county board of each county shall appoint and employ, as hereinafter provided, a county highway engineer who may have charge of the highway work of the county and the forces employed thereon, and who shall make and prepare all surveys, estimates, plans, and specifications which are required of the engineer. The county highway engineer may be removed by the county board during the term of office for which appointed only for incompetency or misconduct shown after a hearing upon due notice and upon stated charges. The burden of proving incompetency or misconduct shall rest upon the party alleging the same.

Subd. 2. Qualifications, salary, and term. The county highway engineer shall be a registered highway or civil engineer, registered under the laws of the state of Minnesota. The county board may appoint a new county engineer for a term of only one year. All reappointments shall be for a term of four years, and shall be made in May of the year in which the term expires. The county highway engineer shall be a citizen and resident of this state. The county highway engineer's salary shall be fixed by the county board and shall be payable the same as other county officers are paid. The salary shall not be reduced during the county highway engineer's term of office.

Subd. 2a. Short-term reappointment pending retirement. Notwithstanding the provisions of subdivision 2 as to the term of office of the county highway engineer, the county board of any county may reappoint a county highway engineer for a term of office less than four years when such county highway engineer to be reappointed will reach the age of mandatory retirement within the normal four-year term provided for in subdivision 2.

Subd. 3. [Repealed, 2014 c 227 art 1 s 23]

Subd. 4. Civil service classification. The commissioner of management and budget shall allocate a state civil service classification to any city or county highway engineer, or an engineer of any other governmental agency as may be from time to time requested by the commissioner of transportation. The allocation shall be made on the same basis and subject to the same provisions of law as pertain to engineering and similar positions in the state classified service. The commissioner of management and budget shall give consideration to the education, professional attainments and experience of the city, county highway engineer, or engineer of any other governmental agency for purposes of transfer to the state service. All city, county highway engineers, or engineers of any other governmental agency who have not less than two years service prior to the transfer may be transferred to the state classification so allocated without examination, but subject to a six months probationary period, in the state classified service. The commissioner of management and budget shall establish procedure for the transfer.

Subd. 5. Promotional examination. The commissioner of transportation may certify any city or county highway engineer that the commissioner may deem qualified to the commissioner of management and budget as eligible to take any specific promotional examination held for civil engineer or civil engineering aid as classified by the state civil service commission. The service rating of such engineer shall include past service with the state and as city or county highway engineer, if the engineer had prior service with the state Transportation Department as a supervisory engineer.

Subd. 6. Duties; bond. The county highway engineer shall devote the entire time to official duties and, before entering upon the duties of office, give bond to the state in the penal sum of \$25,000, to be approved and filed in the same manner as are the bonds of the other county officers. All premiums for the bond shall be paid by the county. The state, the several governmental subdivisions thereof, or any person damaged by any wrongful act or omission of the county highway engineer in the performance of official duties may maintain an action on the bond for the recovery of the damages so sustained.

Subd. 7. Report. The county highway engineer shall prepare and submit to the county board annually a full and complete report covering all county highway work, and shall prepare and submit such other reports relating to the county highway system as the county board directs.

Subd. 8. [Repealed, 1969 c 304 s 2]

Subd. 9. Contract for engineer services with other county. In lieu of appointing and employing a county highway engineer in accordance with the provisions of this section, a county may contract for the services of a county highway engineer with a county that appoints and employs such an engineer upon such terms as are mutually agreed upon. An engineer acting as a county highway engineer under contract for a county shall exercise every duty and responsibility imposed by law upon a county highway engineer. A copy of each contract executed between counties under this subdivision shall be filed in the office of the commissioner of transportation.

This subdivision shall not apply to any county containing a city of the first class.

History: 1959 c 500 art 4 s 7; 1967 c 763 s 1, 2; 1969 c 437 s 1; 1971 c 389 s 1; 1973 c 15 s 1; 1973 c 123 art 5 s 7; 1973 c 507 s 45; 1976 c 166 s 7; 1980 c 617 s 47; 1986 c 444; 1992 c 503 s 2; 1992 c 19 art 2 s 15; 2008 c 204 s 42; 2009 c 101 art 2 s 109

Official Publication of the State of Minnesota
Revisor of Statutes

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

APPOINTMENT OF COUNTY HIGHWAY ENGINEER

Resolution No. 05-04-2021-01

WHEREAS, Minnesota Statute 163.07 provides for each County Board of the State of Minnesota to fill the office of County Highway Engineer by appointment for a term of four years; and

WHEREAS, on July 27, 2020, the Mille Lacs County Board of Commissioners appointed Neal Knopik to a one-year term as County Engineer expiring July 27, 2021.

NOW THEREFORE, BE IT RESOLVED, that the Mille Lacs County Board of Commissioners hereby appoints Neal Knopik to a four year term as the Mille Lacs County Highway Engineer, effective through July 27, 2025.

Adopted this 4th day of May, 2021.

ATTEST:

Holly Wilson
Mille Lacs Assistant County Administrator

David Oslin
Mille Lacs County Board Chair

Requested Meeting Date: 05/04/21

(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 revisions to 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.	
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:

the County Board except in the proper discharge of official duties or on the employee's own behalf or as the duly authorized agent (e.g., steward, local officer) of the employee's exclusive representative.

N7. REPORTING ETHICAL VIOLATIONS

Any employee who is aware of or suspects illegal activity, fraud or any other violation of the County's Code of Ethics either by an employee or an individual, vendor, or organization operating under a County, state or federal contract or grant, must report his or her concerns within two working days to the County Administrator. Reports must contain the name of the individual reporting the alleged violation, which will be maintained as confidential except as necessary to investigate the claim.

O. OUTSIDE EMPLOYMENT

Employees shall not engage in any employment, private enterprise, participate in any professional activity, or perform any act or service during or outside their employment with the County, which would negatively affect the employee's ability to perform the duties of their position with the County. County employees shall obtain approval for outside employment, contract work or self-employment that could reasonably be viewed as being in conflict with the employee's County employment to ensure no conflicts exist. An employee's failure to disclose non-County compensated employment that is found to be in conflict with his/her County position may be grounds for disciplinary action, including suspension or termination.

Employees of the County may not act in the capacity of independent contractor for the County, in accordance with the Fair Labor Standards Act (FLSA). In addition, employees of the County may only serve on a committee or sub-committee of the County if such appointment does not present a conflict and is approved by the County Board.

Employees participating in non-compensated activities or volunteer activities are encouraged to continue in such participation. Non-compensated or volunteer activities for organizations that have a financial relationship with the County are subject to the same conflict of interest rules as compensated employment. The employee participating in the volunteer activity with such an organization shall discuss the activity with their supervisor or department head. If the employee and supervisor or department head do not agree on the potential for conflict, the County Administrator will make a determination as to actual or apparent conflict of interest.

P. TERMINATION

P1. OVERVIEW

An employee may end their County employment by either voluntary or involuntary means. The employee shall provide adequate notice of a voluntary resignation. The County shall provide the employee with adequate notice in the case of an involuntary termination. 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.

P2. VOLUNTARY RESIGNATION

Employees who wish to resign in good standing shall provide written notice to their immediate supervisor, who shall then forward such notice to the Administrative Services Office. Once 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 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

specifically lists an employee's actual gross salary and salary range as personnel data, Minnesota law also requires wage disclosure protection rights and remedies to be included in employer personnel handbooks. To that end, and in accordance with Minnesota Statutes 181.172, employers may not:

- Require nondisclosure by an employee of his or her wages as a condition of employment;
- Require an employee to sign a waiver or other document which purports to deny an employee the right to disclose the employee's wages;
- Take any adverse employment action against an employee for disclosing the employee's own wages or discussing another employee's wages which have not been disclosed voluntarily;
- Retaliate against an employee for asserting rights or remedies under Minnesota Statutes 181.172, Subd. 3.

The County cannot retaliate against an employee for disclosing his/her own wages. An employee's remedies under the Wage Disclosure Protection law are to bring a civil action against the County and/or file a complaint with the Minnesota Department of Labor and Industry.

T. SEVERANCE COMPENSATION

The County provides compensation to employees in a consistent manner when they sever employment with the County in good standing. The amount and method of payment varies based on the most recent hire date for the employee, the employee's number of years of continuous employment with the County, the employee's leave balances, and overtime status with regard to the FLSA. Severance payments may be withheld if the employee is indebted to the County or in possession of County equipment or property. In the event severance compensation is due an employee as the result of death prior to separation, the employee's spouse or estate shall receive the severance compensation on the employee's behalf.

Severance pay will be paid out to permanent employees who leave the County in good standing under the following conditions: exempt employees must give a four (4) week notice; all other employees must give a two (2) week notice; no vacation time may be taken during the notice period unless approved prior to notice of resignation or, if due to an emergency situation, approved by the County Administrator. The termination date shall be the last day the employee worked for the County.

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 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.

These provisions do not apply to elected officials. For severance pay related to elected officials, refer to the Parity Plan for Elected Officials in Section U of this policy.

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.

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 Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 05/04/21

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

Title of Item for Consideration: Approve Purchase of Portable Exercise Equipment Allotted by SHIP Grant	
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 - Wellness Coordinator	Department: ASO
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): Assistant County Administrator Wilson approved the Wellness Committee to submit a grant application that would award portable workout equipment for Mille Lacs County employees to improve our active living in the workplace goal. Mille Lacs County's grant application was approved by the Statewide Health Improvement Program (SHIP). The grant funds will be used to purchase 14 ellipticals that can be used seated or standing, along with 14 adjustable mini stair steppers. Equipment will be available on a "check-out system" basis, and employees will be required to disinfect equipment prior to use. The county's required 10% in-kind match will be satisfied with the wages for the time of the Facilities Operations Manager and Building Maintenance Worker for the assembly of these items.	
Alternatives/Options/Comments: 	
Recommended Action/Motion: Approve Purchase of Portable Exercise Equipment Allotted by SHIP Grant	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$309.52 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.) SHIP Mini-Grant Application and Approval	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	



04/20/2021

Mille Lacs County Attorney's Office
225 6th Ave SE
Milaca, MN 56353

Attn: Mellissa Griswold

RE: Portable Exercise Equipment

Thank you for your grant application submission for the Partners in Healthy Living mini-grant. Your project has been approved. Your mini-grant is awarded for the amount of **\$2915.50**.

As a reminder, the financial transaction will be on a reimbursement basis only. A cost reimbursement payment is a type of grant payment in which the grantee incurs the expenses before requesting repayment from Partners in Healthy Living. This means the cost must be paid by the grantee before it can be reimbursed.

Attached you will find a final report form and W-9 form that must be submitted along with all supporting documents upon project completion and emailed to partnersinhealthyliving@gmail.com or by mail to Kanabec County Community Health, Attn.: Partners in Healthy Living, 905 Forest Avenue East, Suite 127, Mora, MN 55051.

In Health,

Lori Swanson - Kanabec County Community Health
Hailey Freedlund - Pine County Public Health
Alisha Fussy - Mille Lacs County Community Health
Michelle Pivec - Isanti County Public Health

lori.swanson@co.kanabec.mn.us
hailey.freedlund@co.pine.mn.us
alisha.fussy@millelacs.mn.gov
michelle.pivec@co.isanti.mn.us

Partners in Healthy Living

Isanti, Kanabec, Mille Lacs, Pine

January 2021

Subject: Partners in Healthy Living Funding Opportunity

Partners in Healthy Living, serving Isanti, Kanabec, Mille Lacs and Pine Counties, is pleased to announce mini-grant funding for 2021. Partners in Healthy Living is funded through the Statewide Health Improvement Program as part of the State of Minnesota's Health Care Reform Initiative. Partners in Healthy Living is working with communities, schools, healthcare, and worksites to promote policy, system and environmental changes with a focus to improve nutrition, increase physical activity, and decrease tobacco use and exposure.

Mini-grants shall not exceed **\$2,999.99** per partner site. If the initial application does not exceed the \$2999.99 maximum, the applicant is able to submit subsequent applications up to the maximum amount. Grant applications will be accepted on a monthly basis starting February 2021 through August 1, 2021. If awarded, the financial transaction will be on a reimbursement basis only. A cost reimbursement payment is a type of grant payment in which the grantee incurs the expenses before requesting repayment from Partners in Healthy Living. This means the cost must be paid by the grantee before it can be reimbursed.

If approved for funding, grantee will be required to submit a project report and supporting documentation by **September 30, 2021**. Please submit your application to Partners in Healthy Living at partnersinhealthyliving@gmail.com or via mail to Kanabec County Community Health, c/o: Partners in Healthy Living, 905 Forest Avenue East, Suite 127 Mora, MN 55051.

Sincerely,

Partners in Healthy Living Staff

Lori Swanson - Kanabec County (320) 679-6316

Michelle Pivec - Isanti County (763) 689-8265

Alisha Fussy - Mille Lacs County (320) 983-8299

Hailey Freedlund - Pine County (320) 591-1595



Public Health
Prevent. Promote. Protect.

Partners in Healthy Living Mini-Grant Application Guidelines

Please use the following information to help guide you in completing the Partners in Healthy Living mini-grant application. Each numbered detail below corresponds to the application questions on the following pages. Closely review the allowable and unallowable expense documents.

- 1) Select the appropriate strategy that you are applying for to receive mini-grant funds. If you are unsure of which strategy best describes your project or if your project covers more than one of the listed settings, any of the listed Partners in Healthy Living Staff can help you determine which to choose.
- 2) Briefly describe your project and how it will positively affect health.
- 3) Identify if this project is a policy, systems or environmental change (PSE) and by checking one of the boxes on the application.

DEFINITIONS:

Policy: A policy change can be a law, ordinance, resolution, mandate, regulation, or rule that is either formal or informal which positively affects health. (e.g. passing a policy in a school that does not take away physical activity opportunities as a disciplinary measure.)

Systems: A systems change impacts all elements of an organization or institution which positively affects health. (e.g. implementing an evidence-based program into a clinic or hospital.)

Environment: An environmental change involves a physical or material change to the economic, social, or physical environment which positively affects health. (e.g. implement a healthy snack station in a workplace setting.)

- 4) Briefly describe how your project aims to address PSE.
- 5) In some detail, please describe how you will use the requested funds for your project. In addition, provide a detailed list of expenses including total dollar amount requesting.
- 6) Briefly describe how you plan to make your project sustainable in the future. This may include describing who will be in charge of the project after the funds are depleted, how funds will be allocated in the future to support the project goals, how the project could be used to support other initiatives in your community, or describing other ways you plan to make your project sustainable.
- 7) Select whether you anticipate your project will impact low-income individuals, those aged 60 or older, and minority racial or ethnic groups. In this case, “impact” means whether individuals of these groups will be reached and positively affected by the efforts of your project. Also include your expected number of individuals this project will reach.
- 8) Describe how you will provide the required minimum 10% in-kind contribution. Provide a detailed itemized list that includes the dollar amount. Also include any amount above and beyond the minimum required 10%.

For example: If you are requesting a grant in the amount of \$1,000, you would need to provide the equivalent of a minimum of \$100 towards the project. This can either be contributed in a monetary amount or contributed by having a designated individual overseeing the project whose work amounts to 10% of the requested amount. In this example, if the individual in charge of overseeing the project makes \$10/hour, that individual would need to allocate at least 10 hours of work (not paid out of the requested funds) towards the project to meet the \$100 in-kind (10% of the \$1,000 grant request).

- 9) **Applicant Signature:** The applicant is the individual who is submitting the application. Signature, title and date are required.
- 10) **Authorized Signature:** To ensure administrative knowledge and organizational approval of the intended project, an authorized signature is required. The authorized signature should be an administrative leader in your organization.
- 11) Please provide all payee information, including payee and address. If necessary, include a name in care of (c/o.) If awarded, the financial transaction will be on a reimbursement basis only. A cost reimbursement payment is a type of grant payment in which the Grantee incurs the expenses before requesting repayment from Partners in Healthy Living. This means the cost must be paid by the Grantee before it can be reimbursed. Receipts and a detailed invoice will be required.

A project report and supporting documentation will be required if funded. If this application is approved for funding it is agreed and understood that the project report form is completed and returned to Partners in Healthy Living. Partners in Healthy Living reserve the right not to honor invoices that include unallowable expenses or project reports that are submitted after September 30, 2021. Supporting documents include:

- a. A brief narrative describing the original project and its final outcome.
- b. A list of all expenses, including in-kind (funding from other sources). Please attach all receipts and invoices to the final report form.
- c. A copy of your organizations W9 federal form.
- d. Copies of a written success story with photo that outlines how the funds supported the efforts of your project. Submissions of the success story with photo must be one or more:
 - The local media
 - Newsletter
 - Local social media
 - Or to Partners in Healthy Living
- e. Awarded Grantee also agrees to display recipient sticker cling that will be provided with the reimbursement award.

If you have any questions, contact one of the Partners in Healthy Living Staff. Their contact information can be found on the first page of this application.

Partners in Healthy Living Mini-Grant Application

Applicant Organization/Business Name: Mille Lacs County Attorney's Office
Address: 225 6th Ave., S.E., Milaca, MN 56353 **County:** Mille Lacs
Phone: 320-983-8305 **E-mail Address:** mellissa.griswold@millelacs.mn
Organization/Business Webpage Address (if applicable): _____
Project Title: Portable exercise equipment
Project Start Date: 4/15/21 **Project End Date (must be no later than 9/30/21):** 8/30/21

1) Select one of the following strategies that you are applying to receive funds for.

- | <u>Community:</u> | <u>Schools:</u> | <u>Health Care:</u> | <u>Workplace Wellness:</u> |
|--|---|---|--|
| ☐ Tobacco-Free Living Point of Sale | ☐ Schools – Active Living | ☐ Community Evidence Based Program | ☒ Active Living |
| ☐ Healthy Eating In Communities | ☐ Schools – Healthy Eating | ☐ Clinic-Community Linkages | ☐ Healthy Eating |
| ☐ Active Living In Communities | ☐ Schools – Tobacco | ☐ Well-Being | ☐ Tobacco-Free Living |
| ☐ Well-Being | ☐ Well-Being | | ☐ Breastfeeding Support |
| | | | ☐ Lifestyle and Stress Management |
| | | | ☐ Well-Being |

2) Describe your project and how it will positively affect health.

Portable workout equipment will grow our active living at the work place. As of now, we have outdoor active living equipment and one indoor walking area that requires a buddy system to help keep our work community active and healthy. On the days where the weather restricts our outdoor activities and if we do not have a buddy to walk with in the basement or being able to walk in the basement during the allowed times; this is when having portable workout equipment will help those who want to do something active during those bad weather days. All in all, portable workout equipment is an alternative resource within our community when we are restricted/confined to the indoors.

3) Identify if this project is a policy, systems or environmental change. Check all that apply.

☐ Policy Change

☐ Systems Change

☒ Environmental Change

4) Briefly describe how your project aims to address the policy, systems, or environmental change.

We are trying to cultivate an environment change with active alternatives. With these indoor options we are no longer limited to outdoor type activities and will have the ability to work and be active at the same time, especially on the days the weather does not permit us to cultivate activity or when we are unable to walk in the basement due to having lack of time or not having a buddy to walk with.

5) In some detail, describe how you will use the requested funds for your project. In addition, provide a detailed list of expenses including total dollar amount requesting.

Inmotion Elliptical Seated or Standing: $114.00 \times 14 = 1,596.00$

Adjustable Mini Stair Stepper: $79.99 \times 14 = 1,119.86$

Taxes: 199.64

Total: \$2,915.50

We are requesting \$2,915.50 for this project.

6) Briefly describe how you plan to make your project sustainable in the future.

Equipment will be available on a "check-out system" basis. Employees will be required to disinfect equipment prior to use. Facilities Operations will provide any routine maintenance required.

7) Will your project impact the following target populations?

Low-income individuals? ☒ Yes ☐ No

Individuals aged 60 or older? ☒ Yes ☐ No

Minority racial or ethnic groups? ☒ Yes ☐ No

How many total individuals do you expect to reach with this project? 28

8) Describe how you will provide the required minimum 10% in-kind contribution. Provide a detailed itemized list that includes the dollar amount. Also include any amount above and beyond the minimum required 10%.

Shipping:

Employee salary for assembling equipment: Employee 1: \$32.42/hour x 5 hours = \$162.10, Employee 2: \$24.57/hour x 6 hours = \$147.42. \$309.52 total for in-kind contribution.

- 9) Applicant Signature: Mellissa Griswold Title: Legal Secretary Date: 3/31/21
- 10) Authorized Signature: Karly Fetters Title: HR Manager Date: 4/1/21

Awarded applicants will be issued a check by mail after a detailed invoice including receipts is submitted. Partners in Healthy Living reserves the right not to honor invoices that include unallowable expenses or invoices that are submitted after September 30, 2021. Please indicate who the check should be made payable and mailed to.

- 11) Payee: Mille Lacs County Address: 635 2nd Street SE Milaca, MN 56353
- Name in care of (c/o): Karly Fetters

Requested Meeting Date: 05/04/21

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

Title of Item for Consideration: Consider Special County Board Meeting	
Consent Agenda ☐ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: 1 minutes ☒ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Holly Wilson, 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): Mille Lacs County staff is requesting a Special County Board meeting to begin on Tuesday, May 11, 2021 at 9:00 a.m. The agenda will be posted on the County website 3 days prior to the Special County Board meeting.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Authorize Special County Board Meeting for May 11, 2021 starting at 9:00 a.m.	
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: _____	



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 05/04/21

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

Title of Item for Consideration: Approve Proposal for Vetter Johnson Architect 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: 2 minutes ☒ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Holly Wilson, Assistant County Administrator <i>HW</i>	Department: Administrative Services
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): Administrative Services is requesting assistance from Vetter Johnson Architects with a plaster repair project at the Historic Courthouse. Vetter Johnson will coordinate with MN State Historical Society and the MN State Historic Preservation Office. Vetter Johnson Architects has submitted a proposal for an amount not to exceed \$3,500.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve the proposal from Vetter Johnson Architects for an amount not to exceed \$3,500.	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$3,500 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.) Proposal Letter	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	



VETTER JOHNSON ARCHITECTS

April 20, 2021

Ms. Holly Wilson
Assistant County Administrator
225 6th Ave. SE
Milaca, MN 56353

Dear Ms. Wilson:

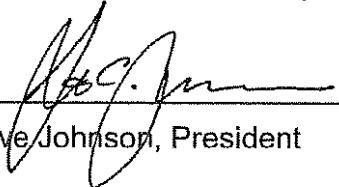
Vetter Johnson Architects has been assisting the County as they study plaster replacement in the historic courthouse. Because the building remains on the historic registration list, and the county accepted grant money from the MN historical society in 2008, it is required that any modification to the courthouse is to be coordinated with and approved by the MN State Historical Society and the MN State Historic Preservation Office (SHPO).

In a project update meeting on 3/7/21, Vetter Johnson Architects was asked by the county to assist in preparation of the required submittals and to help with coordination efforts between the county and these two agencies.

For this work, compensation is to be on an hourly basis at a rate of \$125/hr. The amount of time required is unknown but we will provide a not to exceed amount of \$3,500 plus reimbursable expenses for travel and printing costs.

If this proposal meets with your approval, please sign both copies and return one copy to VJA.

Vetter Johnson Architects, Inc. by:


Steve Johnson, President

County of Mille Lacs by:





Board Agenda Request Form

Board of County Commissioners

Requested Meeting Date: 05/04/21

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

Title of Item for Consideration: Consider Award Bid for SAP 048-614-004 (CSAH 14)	
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: Neal R. Knopik, County Engineer	Department: Public Works
Who will attend the meeting and be able to respond to questions? Give name and title: Neal R. Knopik, County Engineer	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Bids were received at 9:30 AM on April 26, 2021 for improvements to CSAH 14 from the City of Foreston to the county line. The County Board was informed of this advertisement on April 6, 2021. The Engineer's Estimate is \$2,314,425.00 and the low bidder is Helmin Construction at \$2,060,139.17. Five other bids were received and are as follows: OMG Midwest Inc. dba Minnesota Paving and Materials - \$2,195,047.10 Wm D. Scepaniak Inc. - \$2,205,641.60 Gladen Construction Inc. - \$2,493,858.60 Knife River - \$2,654,130.94 Midwest Contracting, LLC. - \$2,968,083.05	
Alternatives/Options/Comments: 	
Recommended Action/Motion: Award project to SAP 048-614-004 to Helmin Construction in the amount of \$2,060,139.17.	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$ <u>2,060,139.17</u> 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.) Abstract. MnDOT Plan Approval Letter	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	



District 3 – State Aid
7694 Industrial Park Road
Baxter, MN 56425
Office Tel: (218) 828-5707
Fax: (218) 828-5814

Memo

To: Neal Knopik
Mille Lacs County Engineer

From: Kelvin Howieson
District 3 State Aid Engineer

Date: February 16, 2021

Subject: SAP 048-614-004 Plan Approval

This plan has been approved and you are now authorized to advance the status of this project.

KH/bs

cc: John Jordahl, Mille Lacs Co.

Requested Meeting Date: 05/04/21

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

Title of Item for Consideration:	
Permit the County Engineer to Close Out County Road 101 Per Contract Guidelines	
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: Neal R. Knopik, County Engineer	Department: Public Works
Who will attend the meeting and be able to respond to questions? Give name and title: Neal R. Knopik, County Engineer	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): During the 4/6/2021 and the 4/20/2021 Board of Commissioners Worksessions, the Board heard from both the Contractor for the project and the County Engineer regarding the County Road 101 construction project. All documents provided by both the Contractor and the County Engineer were thoroughly reviewed at each session. The Contractor recommended that all of the liquidated damage days be removed, and the County Engineer recommended that the County close out the projects with 27 days of liquidated damages being assessed.	
Alternatives/Options/Comments: Adjust contract completion date. Table for future discussion.	
Recommended Action/Motion: Approve the closeout of CR101 with the recommended 27 days of liquidated damages	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$67,000 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.) 101 Closeout Notes Presented at the Last Board Meeting	
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

County Engineer Informational Notes 101 Closeout 4-20-2021

Per recommendations of the MnDOT State Contract Department and our County Attorney, Knife River has been directed to follow the claims procedures outlined in Section 1517 of the MnDOT Standard Specifications for Construction. They have not yet fulfilled that request nor have they provided the required closeout documents also outlined in Specification Section 1516.

If Knife River had a legitimate claim, they would have met the requirements of the claim process spelled out by the State's Standard Specification 1517 for Construction which govern this contract and requested this move on to the next step. I've directed them in writing to do so which they have not done yet. Since last September, I've responded logically and factually to all of the letters sent by Knife River, but they have refused to respond and follow the process outlined by the contract. I have a log of those correspondences. Most of our correspondences are in the packet they submitted to you last meeting.

Per construction standard practice whenever there is a significant change to the scope that involves extra time or work, that information is submitted as a change order for the Engineer to review as outlined in Section 1402. There were three change orders submitted and approved for this project but no days were requested. Per the standards, they need to be more or less than 25% of the bid line item to be negotiated. Just for comparison:

- LOST Roads (106, 112, 151) Project (WSB did CM) had 10 change orders equaling \$363,632
- 2020 Resurfacing Projects had 5 change orders equaling \$139,643
- 2/32 Project (SEH was CM) has had 5 change orders (so far) equaling \$75,840
- 101 had 3 change orders equaling \$50,229

Pay Requests: All but retention has been paid out as of last July (contrary to the documents they provided, PR#12 was paid out.). The original contract was \$3,381,737.55 and the final contract, with change orders was \$3,441,686.67 or 1.7% over the original bid. Line Item 8 for Granular Borrow was only over by 9%.

Per Section 1803 - the contractor is required to submit an initial project schedule and subsequently update that schedule should there be a reason they could not meet that timeline, they submitted one, and a second in June but none after that. The former County Engineer informed them in writing on July 2, 2019 that they were behind schedule and needed to let the County know how they were going to make up the time lost, they did not respond.

On February 2, 2021, the Board approved the acceptance of the 2019 Lost Road Projects 106, 112, 151 which was assessed 38 days of liquidated damages (which had the same funding source, was done the same summer and is currently at the same number of LD's as this project currently is at) for a contract deduction of \$114,000. If we do not stick to the contract on this project, Midwest Paving and Materials

would likely come back and request their LD's be refunded as well. They have already been inquiring about the status of this project.

Original	54 days for \$135,000
Currently	38 days for \$95,000
I recommend	27 days for \$67,000

Like you, I want to do what is right and in the best interest of the citizens of Mille Lacs County both from a financial perspective and legal perspective.



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 05/04/21

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

Title of Item for Consideration: Consider UniTrends Backup Enterprise Plus License	
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: Michael Virnig	Department: Technology Services
Who will attend the meeting and be able to respond to questions? Give name and title: Michael Virnig, Technology Services Manager	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Mille Lacs County's current backup and disaster recovery system, Quest's Rapid Recovery license, is up for renewal. This system does not currently have enough server capacity (32 servers) to backup all of the County's virtual server including the new Munis servers. To meet this demand, a request was made to Quest which provided a quote with a significant cost increase, and outside the 2021 budget, to reach the level needed. Due to this, MLC Tech Services reviewed Rapid Recovery against two similar programs, UniTrends and VEEAM. Through this review and working to stay within the monies budgeted for Quest in 2021, I have chosen UniTrends to succeed Rapid Recovery. UniTrends provides a better backup and disaster recovery system with unlimited virtual servers covered while staying within the budget. This is a request to purchase Unitrends backup enterprise plus licensing to 2024, including installation.	
Alternatives/Options/Comments: 	
Recommended Action/Motion: Approve UniTrends Backup Enterprise Plus License.	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$5,000 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.) Quotes	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	



Quote
#Q-166982

Partner:

Unitrends Inc.
, MA
US

Customer:

County of Mille Lacs
Michael Vimig
635 2nd St SE
Milaca, MN 56353
US
3209838480
michael.vimig@millelacs.mn.gov

Prepared By: Michael Langley

Date: 4/9/2021 11:32:59 AM

Quote Valid Until: 5/7/2021 12:00:00 AM

Payment Terms: Net 30

Assets Covered:

Introduction:

One Time								Start Date:
SKU	Term	Quantity	Effective Date	Unit MSRP	Ext. MSRP	Unit End User Price	Ext. End User Price	Full Term End User Price
SURECARE-HW	One Time	1	N/A	1,995.00	1,995.00	1,395.28	1,395.28	1,395.28
Description: SureCare installation service; per appliance for up to 10 clients								
Per Period Sub Total:								USD 1,395.28

Up Front								Start Date: 05-May-2021
SKU	Term	Quantity	Effective Date	Unit MSRP	Ext. MSRP	Unit End User Price	Ext. End User Price	Full Term End User Price
BU-HELIX-SUB-U	3 Years	8	05-05-2021 - 05-04-2024	510.00	4,080.00	0.00	0.00	0.00
Description: Helix add-on resilience service for Unitrends Backup Software with support for unlimited agents. Sold per Socket or Server license. Quantity must be equal to total number of Unitrends Backup licenses in the environment.								
BU-ENPBPL-SKT-U	3 Years	8	05-05-2021 - 05-04-2024	1,099.00	8,792.00	450.59	3,604.72	3,604.72
Description: Unitrends Backup Enterprise Plus Edition for VMware and Hyper-V (per socket license with support) - Upfront Subscription								
Per Period Sub Total:								USD 3,604.72

Total Quote Amount: USD 5,000.00

**Applicable Taxes will be applied upon invoicing*



Quotation

Customer COUNTY OF MILLE LACS
MN
Attn. Michael Virnig

Date 2/17/2021

Quote # Q-968261

Effective From 2/17/2021 **Through** 3/19/2021

Sales Rep Daniel Marino

Phone # (999) 999-9999 **Email** daniel.marino@quest.com

Bill To	Ship To	End User
COUNTY OF MILLE LACS MN Michael Virnig 635 2nd St SE MILACA, Minnesota 56353 United States	COUNTY OF MILLE LACS MN Michael Virnig 635 2nd St SE MILACA Minnesota 56353 United States	COUNTY OF MILLE LACS MN Michael Virnig 635 2nd St SE MILACA 56353 United States michael.virnig@millelacs.mn.gov

Line	Part Number	Type	Required By	Qty	Unit Price	Discount (%)	Net Price	Extended Net Price	Maintenance Duration
------	-------------	------	-------------	-----	------------	--------------	-----------	--------------------	----------------------



Pricing Proposal
 Quotation #: 20298952
 Created On: Apr-06-2021
 Valid Until: Apr-30-2021

County of Mille Lacs

Inside Account Executive - SLE

Michael Virnig

635 2nd St. SE
 Milaca
 MN
 56353
 Phone: 320-983-8218
 Fax:
 Email: michael.virnig@co.mille-lacs.mn.us

Christopher Szamreta

290 Davidson Ave,
 Somerset, NJ 08873
 Phone: 732-652-7679
 Fax: 732-564-8078
 Email: Christopher_Szamreta@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Veeam Backup Essentials Universal License - Upfront Billing License (3 years) + Production Support - 5 instances - public sector - includes Enterprise Plus Edition features Veeam Software - Part#: P-ESSVUL-01-SU3YP-00	10	\$909.65	\$9,096.50
Subtotal			\$9,096.50
Total			\$9,096.50

Additional Comments

Veeam has a no returns policy.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 05/04/21

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

Title of Item for Consideration: Consider Closed Session Meeting to Discuss Tribal Litigation	
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: 30 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, Assistant County Administrator	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Randy Thompson, Legal Counsel; Doug Kelly, Legal Counsel; Scott Knudson, Legal Counsel.	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Pursuant to Minnesota Statute 13D.05, Subdivision 3 (b) the meeting will be closed under the attorney / client privilege to discuss legal issues, legal advice, and litigation strategy arising from the federal lawsuit filed by the Mille Lacs Band of Ojibwe, Sara Rice, and Derrick Naumann versus Mille Lacs County in the United States District Court for the District of Minnesota, Court File No. 17-cv-5155. Pursuant to Minnesota Statute 13D.05, Subdivision 3 (b) the meeting will be closed under the attorney / client privilege to discuss legal issues, legal advice, and litigation strategy arising from the state lawsuit for indemnification under Minn. Stat. Section 3.736 for legal costs filed by Joseph Walsh, County Attorney, and Don Lorge, Sheriff v. State of Minnesota in the Ramsey County District Court, Court File No. 62-CV-19-8709, currently on appeal to the Minnesota Court of Appeals, Case No. A20-1083.	
Alternatives/Options/Comments: 	
Recommended Action/Motion: Authorize County Board into Closed Session.	
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: N/A	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: N/A ☐ Minutes of Relevant Meeting(s) ☐ Background Information (such as price quotes, etc.)	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

Kristie Kaiser

From: Chris Berg
Sent: Thursday, April 29, 2021 8:17 AM
To: Kristie Kaiser; Justice Voss; Holly Wilson
Subject: Work Session
Attachments: Potential ATV OHM Daily Pit Area_07.16.2019.pdf; Potential ATV OHM Dirty Eight Trails_07.16.2019.pdf

Please provide email below and attachments to the board for Tuesday's work session. If it's too late, let me know and I'll print copies and bring them.

Thank you!

Chris

-----Original Message-----

From: George O'Neill <george.oneill@gmail.com>
Sent: Wednesday, April 28, 2021 6:01 PM
To: Chris Berg <Chris.Berg@millelacs.mn.gov>
Subject: Re: Rum Runners Club

parcel ID: 09-129-0200

This is the land near the Casino and is public land.

I found out that it is not part of phase 2 like the other 2 locations I mentioned and will have to go through the entire 7 step GIA process.

If it's a one year resolution it would probably be better to leave it out for now. If it's a 5 year resolution we could include it.

I've attached maps from the DNR of the sections they are calling the Daily Pit and Dirty Eight areas. Both sections are public land in the Rum River State Forest. Our plan is to start in the Daily Pit area 1st. We are hoping to be able to start flagging and cutting trail this summer or fall. We are a new club and still learning the ropes of GIA and trail building in MN but look forward to working with everyone needed to make this happen. Let me know if you need more information than the maps from the DNR, I can try to correlate the maps with parcel #'s.

We can apply for a grant as soon as we have a resolution from the county to be a sponsor.

We got a response from Dillon Hayes with the DNR this week and we are still waiting on final approval to move forward. As soon as we obtain that go ahead we anticipate setting up some meetings, scheduling official onsite visits and review the landscape to discuss trail planning and layout. We expect that will happen soon but do not have an ETA. It's public land and we've taken an initial look and reviewed some topo maps. There are some proposed trails from the DNR that mostly follow old logging or homestead roads that often follow ridge lines. We plan to use that as a starting place. In addition to much of that we'd most likely build trails on the sides of the ridges as it's better for water runoff and erosion control.

To date we've mostly been taking care of the needed infrastructure for the club to operate in the GIA process.
 We have drafted our Bylaws and Articles of Incorporation.
 Obtained our Non-Profit designation with the MN Sec. of State.
 Obtained our Federal Tax ID Number.
 Obtained our 501(c)(3) designation.

Potential ATV (CI 1)/OHM Trails Daily Pit Area

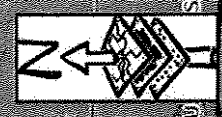
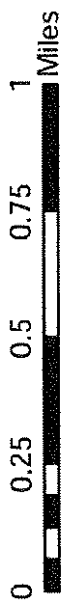
Trail Width:
ATV/OHM: Approx. 55"
OHM: Approx. 18-24"

Trail Length:
ATV/OHM: Approx. 2.3 miles
OHM: Approx. 5.9 miles

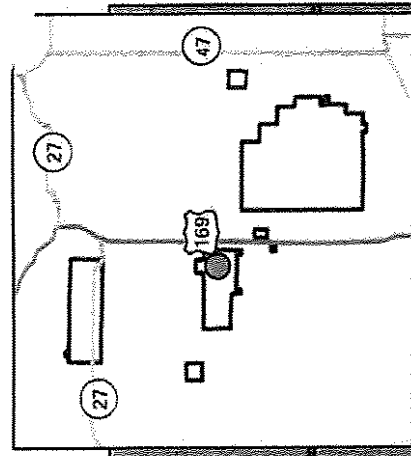
Wetland Crossing:
OHM: Approx 508 LF
(0.02 acres)

Legend

Potential OHV Trail	Municipal Road	DNR Ecological and Water Resources
Potential OHM Trail	County Highway	DNR Fisheries
Potential ATV/OHM Trail	Concave 10 foot intervals	DNR Forestry
Minnesota Snowmobile Trails	Rivers and Streams	DNR Parks and Trails
System Forest Road	Wetland	DNR Wildlife
Maintenance Forest Road	Lake or Pond	
County Boundary	State Forest Boundaries	



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, AeroGRID, IGN, SIA, USGS, NOAA, and the GIS User Community



WS5

Potential ATV (CI 1)/OHM Trails Dirty Eight Area

Trail Width:
ATV/OHM: Approx. 55"

Trail Length:
ATV/OHM: Approx. 2.8 miles

Wetland Crossing:
None

Legend

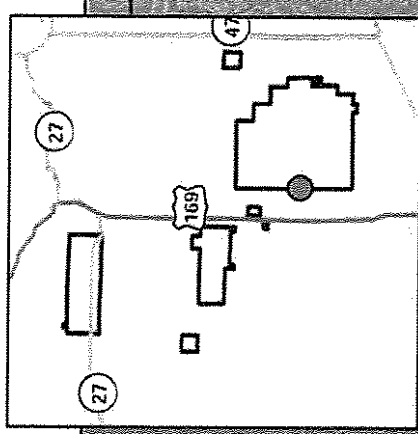
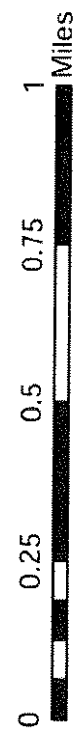
- Potential ORV Trail
- Potential OHM Trail
- Potential ATV/OHM Trail
- Minnesota Snowmobile Trails
- System Forest Road
- Minimum Maintenance Forest Road
- County Highway
- Municipal Road

County

- DNR-Ecological and Water Resources
- DNR-Fisheries
- DNR-Forestry
- DNR-Parks and Trails
- DNR-Wildlife

Contour-10 foot intervals

- Rivers and Streams
- Wetland
- Lake or Pond
- State Forest Boundaries



Globe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, GE, SwissTopo, and the GIS User Community

Requested Meeting Date: 05/04/21

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

Title of Item for Consideration: Authorize Professional Services Agreement for CSAH 14 with WSB	
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>10</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: 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): We requested proposals from 3 engineering firms for professional services (construction oversight) for the CSAH 14 Reconstruction Project since we are down to one technician that he will be busy with material testing, blue topping and updating the record drawings. We would like to use WSB for daily inspection, daily logs and inspection for this project. The amount will depend on the length of the contract so we don't have an exact contract amount yet. The costs for these services are reimbursable by State Aid since this is a CSAH project.	
Alternatives/Options/Comments:	
Recommended Action/Motion:	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? <u>\$TBD about 60k</u> 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: _____	

NO 001



Memorandum

To: Reed Pederson
Construction Services Manager
Mille Lacs County Public Works

From: Ron Bray, PE
WSB
4140 Thielman Lane, Suite 204
St. Cloud, MN 56301

Date: 3/29/2021

Re: Construction Inspection Services
SAP 048-614-004 CSAH 14
Foreston to the West County Line

Reed,

Thank you for the opportunity to provide a quote for inspection services on the above-mentioned project. WSB is prepared to provide Mille Lacs County with qualified and experienced personnel to perform the following tasks as indicated in your proposed scope of services:

- Full time construction inspection, or as agreed for coverage (I would propose that we do an estimate of hours for contract purposes as a not to exceed).
- MnDot Certified as required
- Specified density testing of embankment material in accordance with the Schedule of Materials Control.
- Completing required paperwork, including but not limited to, daily diaries, weekly diaries, change in construction status, change orders, pay requests, etc.
- Review the contractors schedule and notify the County of all delays and recovery schedules.
- Perform labor compliance interviews and monitor certified payrolls.
- Document pay items.
- Use RT Vision software for construction documentation along with providing Pay Vouchers for review by County Staff.
- Conduct weekly on-site meetings, or as required, with the contractor and county personnel.
- Work with local residents, the City and the County regarding issues that arise during construction.

WSB proposes to assign Shannon Gwost and Chris Anderson to this project. I have attached their resumes for reference on their background, experience, and certifications. They would both bill out at a rate of \$112/hour for inspection. They both have extensive experience on MnDot and State Aid projects, see attached Resumes.

The necessary density testing on site would be performed by our inspection staff at the following rates:

- Sand Cone Density: \$30/Each
- DCP: \$25/Each
- Nuclear Moisture/Density Testing (If allowed): \$17/Each

Lab testing required for density/gradation would be at the following rates:

- Standard Proctor: \$150/Each
- Moisture Content: \$20/Each
- Sieve Analysis (Gradation): \$150/Each

Attached is a copy of the estimated minimum testing according to the MnDot Materials Control.

We anticipate one inspector to cover the operation. If requested, there may be some days we could provide a less experienced inspector to assist or cover some operations to save on the budget. I will stay involved in monitoring performance and budget, along with Schedule. This will be at no cost to the County or as per agreement.

Mileage and the cost of any paper copies will be included in the hourly rate.

By using our in-field inspection personnel for testing, we save the cost of trips to and from for field testing. There will be no charge for field trips unless there are special circumstances that are agreed upon with the County. Materials will be delivered to WSB testing facility, or to MnDot as required with no anticipated additional cost.