

Tuesday, May 18, 2021 at 9:00 a.m.
County Board Room, Upper Level of the Historic Courthouse

ORIGINAL

8:00 AM

Work Session (Conf. Room A):

(County Administrator Report as time allows)

1. County Coordinator Position Description Review (Holly Wilson – Assistant County Administrator)
2. County Engineer Report (Neal Knopik – County Engineer)

9:00 AM

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

9:01 AM

4. CONSENT AGENDA

- 4.1. Approve 05/04/2021 County Board Meeting Minutes
- 4.2. Review of Auditor's Warrants
- 4.3. April 2021 Jail Housing Report
- 4.4. Approve Abatement Application
- 4.5. Approve Mille Lacs County and Onamia School District Agreement
- 4.6. Consider Approval of Small Cities Development Program Grant Program Policies
- 4.7. Approve Payment to Counsel for Legal Services
- 4.8. Accept Minnesota DNR Reimbursement Grant of \$3,875.00

9:10 AM

5. REGULAR AGENDA

- 5.1. Central MN Jobs & Training Services (CMJTS) Annual Presentation
- 5.2. Consider Resolution No, 05-18-21-01 to Authorize Sponsorship of OHM Trails
- 5.3. Approve Bid for SAP 048-616-014 (CSAH 16 Box Culvert)
- 5.4. Consider Replacing South Fleet Parking Lot and Repair Fence
- 5.5. Approve Liquor, Beer & Wine Licenses
- 5.6. Consider County Coordinator Position Description
- 5.7. Consider Resolution No. 05-18-2021-02 Abandoning County Administrator Plan of Government
- 5.8. Consider Reappointment of County Engineer Pursuant to Minnesota Statute 163.07
- 5.9. Consider Revised County Auditor-Treasurer Position Description
- 5.10. Authorize Advertisement for Bids for the Repair of County Ditch 2

9:30 AM

6. COMMITTEE REPORTS

7. **09:59 AM**

ADJOURN

ORIGINAL

Work Session (Conference Room A):

(County Administrator Report as time allows)

1. Public Health Report (Kay Winterfeldt-Community Health Services Administrator and Supervisor)
 2. Assessor Report (Daryl Moeller-County Assessor)
 3. Auditor-Treasurer Report (Eric Bartusch-County Auditor-Treasurer)
 4. Land Services Report (Chris Berg-Land Services Director/Land Commissioner)
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Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 05/18/2021

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

Title of Item for Consideration: Approve 5/4/2021 County Board Meeting Minutes	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Holly Wilson	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Holly Wilson, Assistant County Administrator	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Approval of the County Board meeting minutes is required.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve the County Board meeting minutes.	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☒ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☐ Yes ☒ No If no, please explain: _____	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☒ No If no, please explain: _____ ☒ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Minutes	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

Chairperson Oslin called the meeting to order at 9:01 a.m., with the following members present: Commissioners Wilhelm, Reynolds, Oslin, Tellinghuisen, and Peterson. The Pledge of Allegiance was recited.

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

- 5.7 Approve CR 101 Closeout – Supplemental Document
- 5.10 Authorize Professional Services Agreement for CSAH 13 with WSB

CONSENT AGENDA

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

- Review of Auditor's Warrants;
- Authorize County Board Work Sessions
- Approve Commissioners' Mileage and Per Diems – April 2021
- Consider Mille Lacs County and Isle School District Transportation Agreement
- Consider CVS Staff time to attend the Mille Lacs Lakes Area OCC
- Emergency Management Performance Grant (EMPG) Agreement
- Execute Contract for Maintenance of Tax-Forfeited Property

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

CONSIDER REAPPOINTMENT OF COUNTY ENGINEER PURSUANT TO MINNESOTA STATUTE 163.07

Cmsr Tellinghuisen requested to table this item pending feedback/discussion. Assistant County Administrator Holly Wilson stated that there would not be a personnel review during the Board meeting, appointment of the County Engineer is required by statute and needs to occur in May of the year of expiration. Cmsr Wilhelm motioned to table Reappointment of County Engineer Pursuant to Minnesota Statute 163.07, Tellinghuisen seconded. A roll call vote was called; Cmsr Wilhelm, Tellinghuisen, and Oslin voted aye. Cmsr Reynolds and Peterson voted nay. Motion carried.

APPROVE REVISIONS TO PERSONNEL POLICY

Human Resources Manager Karly Fetters reviewed the changes to the Personnel Policy. Cmsr Wilhelm motioned to approve Revisions to Personnel Policy, Cmsr Reynolds seconded. A roll call vote was called; Cmsr Wilhelm, Reynolds, Tellinghuisen, Oslin and Peterson voted aye. Motion carried.

APPROVE PURCHASE OF PORTABLE EXERCISE EQUIPMENT ALLOTTED BY SHIP GRANT

Human Resources Manager Karly Fetters reviewed the awarded SHIP Grant. Cmsr Reynolds motioned to approve Purchase of Portable Exercise Equipment Allotted by SHIP Grant, Cmsr Wilhelm seconded. A roll call vote was called; Cmsr Wilhelm, Reynolds, Tellinghuisen, Oslin and Peterson voted aye. Motion carried.

CONSIDER SPECIAL COUNTY BOARD MEETING

Assistant County Administrator Holly Wilson reviewed the statutory requirements of a Special County Board Meeting. Cmsr Tellinghuisen motioned to approve scheduling a Special County Board Meeting on May 11, 2021 at 8:00 a.m., Cmsr Wilhelm seconded. A roll call vote was called; Cmsr Wilhelm, Reynolds, Tellinghuisen, Oslin and Peterson voted aye. Motion carried.

APPROVE PROPOSAL FOR VETTER JOHNSON ARCHITECT SERVICES

Assistant County Administrator Holly Wilson reviewed the Proposal. Cmsr-Wilhelm questioned if this proposal covered more than a plaster job. Facilities Manager Noelan Lange responded that it included HVAC work as well. Cmsr Wilhelm motioned to approve Proposal for Vetter Johnson Architect Services, Cmsr Peterson seconded. A roll call vote was called; Cmsr Wilhelm, Reynolds, Tellinghuisen, Oslin and Peterson voted aye. Motion carried.

CONSIDER AWARD BID FOR SAP 048-614-004 (CSAH 14)

County Engineer Neal Knopik reviewed the bids and amounts. Knopik recommended to the board to award Hillman Construction for the bid amount. Cmsr Wilhelm asked if Hillman Construction has done work for the county previously. Knopik stated that they have. Cmsr Peterson motioned to approve

Award Bid for SAP 048-614-004 (CSAH 14), Cmsr Wilhelm seconded. A roll call vote was called; Cmsr Wilhelm, Reynolds, Tellinghuisen, Oslin and Peterson voted aye. Motion carried.

APPROVE CR 101 CLOSEOUT

County Engineer Neal Knopik reviewed his recommendation to close out this project with 27 days of liquidated damages being assessed, noting that the State follows this recommendation, as well. Cmsr Oslin asked County Attorney Joe Walsh for his opinion on extending contracts and changing parameters. County Attorney Walsh noted that while the Engineer is the party who applies and interprets the contract, the County Board can amend/change the contract. County Attorney Walsh added that, while the changes are usually done by the Engineer at his discretion, this could be done by the County Board, as well. Cmsr Tellinghuisen expressed his concern with adjusting the completion date of the contract, but noted that he does not agree with the number recommended in this agenda item. Instead he proposed 4 days of liquidated damages assessed, totaling \$10,000. Cmsr Peterson motioned to approve the closeout of the CR 101 project in accordance with the County Engineer's recommendation. The motion was not seconded; motion failed. Further discussion took place regarding the actions of the county, contractor, and past discussions. Cmsr Tellinghuisen motioned to approve the close out of the project with 4 days of liquidated damages assessed, totaling \$10,000. Cmsr Wilhelm seconded.

Further discussion took place regarding the project. County Engineer Neal Knopik noted that it is standard practice for a contractor to request an extension of days when needed, and that this is always done in writing. This was not done by the contractor on this project. Cmsr Oslin noted he received a concern regarding a potential conflict of interest regarding his involvement on this project. Cmsr Oslin stated he does not believe there to be a conflict of interest.

A roll call vote was taken for the aforementioned motion on the table. Cmsr Reynolds and Cmsr Peterson voted nay, Cmsr Tellinghuisen, Wilhelm, and Oslin vote aye. Motion carried.

County Attorney Joe Walsh addressed the County Board, advising against unilaterally amending the contract. He recommended the motion framed as a settlement proposal to the contractor, including that they would forgo any further claims and closeout this project. Cmsr Wilhelm motioned to make a settlement proposal to Knife River regarding the closeout of CR 101, that would include payment of 4 days liquidated damages in the amount of \$10,000. Cmsr Tellinghuisen seconded. A roll call vote was called; Cmsr Wilhelm, Reynolds, Tellinghuisen, Peterson, and Oslin voted aye. Motion carried.

CONSIDER UNITRENDS BACKUP ENTERPRISE PLUS LICENSE

Technology Services Manager Michael Virnig reviewed the license. Virnig stated he believes UniTrend is more cost-effective and can back up as many servers as necessary at no additional cost. Cmsr Wilhelm motioned to approve UniTrends Backup Enterprise Plus License, Cmsr Reynolds seconded. A roll call vote was called; Cmsr Wilhelm, Reynolds, Tellinghuisen, Oslin and Peterson voted aye. Motion carried.

AUTHORIZE PROFESSIONAL SERVICES AGREEMENT FOR CSAH 14 WITH WSB

County Engineer Neal Knopik reviewed the request to get outside help sine they are currently short a technician. Knopik stated that it is a State Aid project and the County can get reimbursed on the cost. Knopik stated he sent out bids to 3 companies, and only received two proposals in return. Cmsr Peterson motioned to approve Authorize Professional Services Agreement for CSAH 14 With WSB, Cmsr Wilhelm seconded. A roll call vote was called; Cmsr Wilhelm, Reynolds, Tellinghuisen and Peterson voted aye. Cmsr Oslin voted nay. Motion carried.

CONSIDER CLOSED SESSION MEETING TO DISCUSS TRIBAL LITIGATION

A motion was made by Cmsr Reynolds to close the meeting at 10:16 a.m., in accordance with M.S. 13D.05 Minnesota Statue 13D.05, Subdivision 3 (b). The meeting was closed under 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. Cmsr Tellinghuisen seconded. Motion carried. Cmsr Tellinghuisen motioned to reopen the meeting at 11:24 a.m.; Cmsr Wilhelm seconded. Motion carried.

COMMITTEE REPORTS

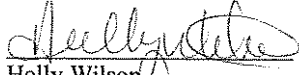
Cmsr Reynolds attended an East Central Regional Library meeting an reviewed with the Board a pilot project that will be funded by a grant. This project will allow a self-serve option fro 7 a.m.-9 p.m. at the

Hinckley library. Residents can apply for this option to be placed on their card. The Hinckley library will try this project for a year. Reynolds also mentioned that National Day of Prayer will be 5/6/2021, and she's been notified that 16 different churches are participating in the event to pray for elected officials on this day.

Cmsr Oslin attended the policy committee for the Snake River Watershed.

Cmsr Wilhelm motioned to adjourn the meeting 11:34 a.m.; Cmsr Tellinghuisen seconded. A roll call vote was called; Cmsr Wilhelm, Reynolds, Oslin Tellinghuisen, and Peterson voted aye. Motion carried.

ATTEST:



Holly Wilson
Assistant County Administrator



David Oslin
County Board Chairperson

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 05/18/2021
(Board meets the 1st and 3rd Tuesday of each month)

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

MLKAREN
5/7/21 9:58AM
1 County Revenue Fund

*** Mille Lacs County ***

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Page 2

Vendor Name		Rpt	Warrant Description		Invoice #	Account/Formula Descripti	
No.	Account/Formula		Amount	Service Dates		Paid On Bhf #	On Behalf of Name
77818	WEX Bank						
12	01-060-000-0000-6563		646.00	FLEET CAR FUEL			Gasoline
18	01-060-000-0000-6563		11.05	USE TAX CREDIT			Gasoline
13	01-110-000-0000-6563		45.34	MAINT GAS			Gasoline
14	01-110-000-0000-6563		57.19	VEHICLE 1408			Gasoline
9	01-201-000-0000-6261		10.00	DELIVERY FEE			Professional Services
3	01-201-000-0000-6563		12,944.82	DEPUTY GAS			Gasoline
10	01-201-000-0000-6563		1,718.78	FINANCE FEE			Gasoline
11	01-201-000-0000-6563		36.25	CREDIT ADJ			Gasoline
4	01-201-000-0000-6565		62.00	DEPUTY MAINT			Repair & Maintenance-Auto
5	01-202-000-0000-6563		586.30	CRT SEC GAS			Gasoline
6	01-205-000-0000-6563		664.58	B&W GAS			Gasoline
8	01-251-000-0000-6563		246.60	HUNT-JAIL GAS			Gasoline
7	01-251-000-0000-6565		27.00	HUNT-JAIL VEH MAINT			Repair & Maintenance-Auto
15	01-617-000-0000-6563		49.26	ER TRUCK 22			Gasoline
77818	WEX Bank		17,010.57				
1 Fund Total:				14 Transactions		1 Vendors	14 Transactions
			17,010.57	County Revenue Fund			

MLKAREN

5/7/21 9:58AM

10 Public Works Department

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name
No. Account/Formula
 77818 WEX Bank
 16 10-340-000-0000-6563
 17 10-340-000-0000-6570
 77818 WEX Bank

Rpt
Acct

Amount

Warrant Description

Service Dates

Invoice #

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

4,535.63 PW GAS Gasoline N
 7,623.06 PW DIESEL Diesel N
 12,158.69 2 Transactions

10 Fund Total:

12,158.69

Public Works Department

1 Vendors

2 Transactions





Mille Lacs County

MLKAREN
5/7/21 9:58AM
11 Community and Veterans

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name		Warrant Description		Invoice #		Account/Formula Descripti		1099	
No.	Account/Formula	Amount	Service Dates	Paid On Bhf #	On Behalf of Name				
1	139 Mn Child Support Payment Center	267.65	MCI# 0015231177		Reimb Collections			N	
2	11-420-640-0000-6835	1,000.00	MCI# 0011433729		Reimb Collections			N	
139	Mn Child Support Payment Center	1,267.65	2 Transactions						
11 Fund Total:		1,267.65	Community and Veterans Servi	1 Vendors	2 Transactions				
Final Total:		30,436.91	3 Vendors	18 Transactions					

MLKAREN
5/7/21

9:58AM

*** Mille Lacs County ***

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



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Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	17,010.57	County Revenue Fund
10	12,158.69	Public Works Department
11	1,267.65	Community and Veterans Servit
All Funds	30,436.91	Total

Approved by,

Eric Bootsch

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.....
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5/7/21

Jellynston 5/12/2021

*** Mille Lacs County ***



MLKAREN

5/5/21 10:49AM

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

1 County Revenue Fund

Vendor		Name		Rpt	Amount	Warrant Description		Invoice #		Account/Formula Descripti	
No.	Account/Formula	Accr				Service Dates		Paid On Bhf #	On Behalf of Name		1099
13028	Milaca City Public Works										
4	01-110-000-0000-6251				93.56	01-1811-00-0				Utility Services	N
5	01-110-000-0000-6251				843.06	01-16261-00-1				Utility Services	N
6	01-110-000-0000-6251				74.06	01-13286-00-5				Utility Services	N
13028	Milaca City Public Works				1,010.68		3 Transactions				
77752	Northview Bank										
13	01-060-000-0000-6838				80.41	REFUND PID# 02-026-0601				Reimb collections-Taxes	N
77752	Northview Bank				80.41		1 Transactions				
15008	Onamia City										
14	01-205-000-0000-6251				36.73	MONTHLY UTILITIES				Utility Services	N
15008	Onamia City				36.73		1 Transactions				
76652	SCI Broadband										
27	01-201-000-0000-6203				136.95	WAKON INTERNET				Phone	N
76652	SCI Broadband				136.95		1 Transactions				
2587	Verizon Wireless										
15	01-201-000-0000-6203				63.03	CELL PHONES				Phone	N
17	01-201-000-0000-6203				1,333.99	CELL PHONES				Phone	N
21	01-201-000-0000-6203				41.68	DV CRT-GREELEY				Phone	N
18	01-202-000-0000-6203				250.08	CELL PHONES				Phone	N
19	01-205-000-0000-6203				41.68	CELL PHONES				Phone	N
16	01-251-000-0000-6203				126.03	CELL PHONES				Phone	N
22	01-251-000-0000-6203				166.72	CELL PHONES				Phone	N
20	01-283-000-0000-6203				41.68	CELL PHONES				Phone	N
2587	Verizon Wireless				2,064.89		8 Transactions				
23072	Waynes Sanitation LLC										
23	01-205-000-0000-6251				44.88	S&R UTILITY				Utility Services	N
23072	Waynes Sanitation LLC				44.88		1 Transactions				
1 Fund Total:					3,374.54	County Revenue Fund		6 Vendors		15 Transactions	

*** Mille Lacs County ***

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

MLKAREN
5/5/21 10:49AM
10 Public Works Department

Page 3

Vendor Name		Rpt		Amount	Warrant Description	Invoice #	Account/Formula Descripti
No.	Account/Formula	Accr					
24	13053	Milaca/City Of					
		10-340-000-0000-6255		48.06	MILACA WATER & SEWER		Water & Sewer
	25	10-340-000-0000-6255		26.56	MILACA TESTING LAB		Water & Sewer
	13053	Milaca/City Of		74.62	2 Transactions		
26	76652	SCI Broadband					
		10-340-000-0000-6203		136.95	WAHKON INTERNET		Phone
	76652	SCI Broadband		136.95	1 Transactions		
10 Fund Total:				211.57	Public Works Department	2 Vendors	3 Transactions

MLKAREN

5/5/21 10:49AM

11 Community and Veterans :

*** Mille Lacs County ***

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 4



Vendor Name		Rpt		Warrant Description		Invoice #		Account/Formula Descripti	
No.	Account/Formula	ACCI	Amount	Service Dates	Paid On Bhf #	On Behalf of Name			
139	Mn Child Support Payment Center								
7	11-420-640-0000-6835		75.00	MCI# 0011586101		Reimb Collections			N
8	11-420-640-0000-6835		6.95	MCI# 0014221034		Reimb Collections			N
9	11-420-640-0000-6835		400.00	MCI# 0014278522		Reimb Collections			N
10	11-420-640-0000-6835		500.00	MCI# 0010477989		Reimb Collections			N
11	11-420-640-0000-6835		50.00	MCI# 0014151894		Reimb Collections			N
12	11-420-640-0000-6835		1,500.00	MCI# 0015707188		Reimb Collections			N
139	Mn Child Support Payment Center		2,531.95	6 Transactions					
11 Fund Total:			2,531.95	Community and Veterans Serv	1 Vendors	6 Transactions			

MLKAREN
5/5/21

10:49AM

*** Mille Lacs County ***

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Page 6

Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	3,374.54	County Revenue Fund
10	211.57	Public Works Department
11	2,531.95	Community and Veterans Servit
77	11,435.52	County Agency Fund
All Funds	17,553.58	Total

Approved by,

[Signature] 5/5/2021

[Signature] 5/10/2021

Requested Meeting Date: 05/18/21

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

Title of Item for Consideration: April 2021 Jail Housing Report-Information Only	
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: Sheriff Don Lorge	Department: Mille Lacs County Sheriff's Office
Who will attend the meeting and be able to respond to questions? Give name and title: Sheriff Don Lorge	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): In April 2021 Mille Lacs county jail boarded prisoners for DOC for \$3,960.00 There was \$00.00 in pay to stay fees and \$1,601.73 in booking fees for a total of \$5,561.73 This months jail population varied between 33 and 50 inmates a day. Year to date out of county boarding fees collected is approximately \$11,080.00	
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: _____	

Requested Meeting Date: 05/18/21

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

Title of Item for Consideration: Approve Abatement Application	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Eric Bartusch	Department: Auditor - Treasurer
Who will attend the meeting and be able to respond to questions? Give name and title: Eric Bartusch, Auditor - Treasurer	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): A clerical error on parcels 09-969-5300, 09-969-4540, 09-969-4550, and 09-969-4560 resulted in the property being taxed as a residential non-homestead instead of a residential homestead. All of the listed parcels are related to a single taxpayer's homestead status. Staff requests to abate the \$388 difference in taxes.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve abatement application (attached)	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☒ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☐ Yes ☐ No If no, please explain: _____	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Application	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

4.4

County Auditor's No.

**APPLICATION FOR REDUCTION IN VALUATION
OF REAL ESTATE AND/OR REFUND OF TAXES PAID
(M.S. 375.192)**

County of Mille Lacs

For Taxes Levied in 2020
and Payable in 2021

Applicant's name: Gerald Williams

Applicant's Mailing Address: 47194 Ringneck Roost
Garrison, MN 56450

Telephone (work): _____

Telephone (home): _____

Parcel ID#: 09-969-5300, 09-969-4540, 09-969-4550, 09-969-4560

Street Address: Same as Mailing

City or Township: Kathio Township

School District No: 480 - Onamia

Legal Description: Port Mille Lacs Golf Acres North

Assessor's Estimated Market Value and Classification:

Land: \$56,400 Structures: \$23,400 Total: \$79,800 Classification: Residential

APPLICANT'S STATEMENT OF FACTS:

I believe an error in assessment occurred for the following reason (s):

Clerical Error – Applied for Relative Homestead for the taxes in 2021, then filed for a regular homestead for taxes in 2022. In the process of changing from Relative Homestead to Owner-Occupied Homestead, the homestead was removed for the 2021 taxes.

Owner's Estimate of Market Value:

Land: \$ _____ Structures: \$ _____ Total: \$ _____

What do you base this value estimate on? Explain:

Date Property Acquired: ____ / ____ / ____

Purchase Price: \$ _____

Type of Instrument Used to convey title:

Costs of additions and improvements since purchase: _____

APPLICANT'S REQUEST

Applicant affirms no proceedings of any kind for correction of the assessment against said property are now pending in any court. Agriculture Homestead for 2020 assessment, taxes payable in 2021.

NA for Clerical Errors
Applicant's Signature

5/04/21
Date

Note: Minnesota Statutes 1988, section 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of this statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000 or both."

4.4

REPORT OF INVESTIGATION

After examining the applicant's claims, I have carefully investigated this application and find the facts to be as follows:
A clerical error was made changing the relative homestead to a residential homestead, to non-homestead.

Randy Moller
Signature of Investigator

5/4/21
Date

The following accurately reflects both existing and proposed amounts.

	EMV LAND	EMV IMPROVEMENTS	TOTAL EMV	TAX CAPACITY	TAX BEFORE OTHER CREDITS	OTHER CREDITS	TOTAL PAYABLE
Residential Non-HSTD	\$56,400	\$23,400	\$79,800	\$798	\$ 1,116	\$	\$ 1,116
Residential HSTD	\$56,400	\$23,400	\$79,800	~~\$513~~ 497	\$ 728	\$	\$ 728
Reduction	\$0	\$0	\$0	\$285	\$	\$	\$ 388

 Tax is Paid Date 1 / 1 /
X Tax is Not Paid as of 5/7/21

Local Tax Rate: 128.621
State Tax Rate:
Referendum Market Value: .10907

CERTIFICATIONS OF APPROVAL

NOTE: For this abatement to be approved, the assessor, county auditor and the county board of commissioners must all favorably recommend its adoption.

ASSESSOR'S RECOMMENDATION (County assessor or city assessor in certain cities)

 X Approved Denied

Randy Moller
Assessor's Signature

COUNTY AUDITOR'S RECOMMENDATION

 X Approved Denied

[Signature]
Auditor's Signature

COUNTY BOARD OF COMMISSIONER'S ACTION (To be completed by county auditor)

 Approved Denied

I certify that at a meeting held _____, 20____ the County board, took the above official action on this abatement. This action was duly adopted and entered upon the minutes of its proceedings as a public record, showing the names of the taxpayers, other concerned persons and the amounts involved.

CERTIFICATION OF FINAL APPROVAL (Completed only for approved abatements)

I further certify that the approval of this abatement has resulted in the following changes:

Reduction of Tax	\$ _____
Reduction of Penalty	\$ _____
Reduction of Interest	\$ _____
Total Reduction/Refund	\$ _____
Total Payable	\$ _____

Signature of County Auditor

Date

Requested Meeting Date: 05/18/21
(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Approve Mille Lacs County and Onamia School District 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.) Mille Lacs County and Onamia School District Agreement	
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 Onamia School District #480 (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 the 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 February 1, 2021 - 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. §123B.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 the District and attending a non-ISD 480 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 laws 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 under this Agreement by the District 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 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 evidences 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 evidences 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

ONAMIA SCHOOL
DISTRICT #480

BY: _____


Dave Oslin
County Board Chairperson

BY: _____

Jason Vold
Superintendent

DATED: 5-18-2021

DATED: _____

ATTESTED TO:

BY: _____

BY: _____

DATED: _____

DATED: _____



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 05/18/21

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

Title of Item for Consideration:	
Consider Approval of Small Cities Development Program Grant Program Policies	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Mike Wimmer	Department: Economic Development
Who will attend the meeting and be able to respond to questions? Give name and title: Mike Wimmer - Economic Development Manager	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Staff is seeking board approval of Small Cities Development Program grant policies as required by the Minnesota Department of Employment & Economic Development (DEED) and the US Department of Housing & Urban Development (HUD). Approval of these plans and policies is required by DEED & HUD in order for Mille Lacs County to receive the funds that were awarded to the County on behalf of the communities of Foreston & Pease. The policies/plans DEED & HUD require Mille Lacs County to approve include the following: Program Income Reuse Plan, Section 3 Plan, Residential Anti-displacement and relocation plan, Prohibition Excessive Force policy, Drug Free Workplace policy.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve the Small Cities Development Program policies and plans and authorize Economic Development Manager and interim County Administrator to sign the required documents from DEED/HUD.	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☒ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☐ Yes ☐ No If no, please explain: _____	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Copy of SCDP Policies & Plans	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

NOTICE TO EMPLOYEES

Drug Free Workplace Policy:

The Mille Lacs County recognizes the value of having a drug free workplace, and, in conjunction with the Drug Free Workplace Act of 1988, adopts the following policy:

1. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace. (For purposes of this section, the term "controlled substance" is defined as a controlled substance which appears in 21 CFR CH. II, Part 1308. Schedule of Controlled Substances.)
2. A violation of this drug free policy constitutes just cause for disciplinary action, up to and including immediate suspension and/or termination.
3. As a condition of employment, employees will abide by the terms and conditions of this drug free policy and will notify their Department Head of any criminal drug statute conviction for which a violation occurs in the workplace within five calendar days after such conviction.
4. The Mille Lacs County will notify the contracting agency within ten calendar days after receiving notice of an above conviction.
5. With 30 calendar days of receiving notice from an employee of a drug related workplace conviction, the of Mille Lacs County may require an employee to satisfactorily participate in drug abuse assistance or an appropriate rehabilitation program.
6. The Mille Lacs County will establish a drug free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug free workplace.
 - c. The availability of drug counseling, rehabilitation, and any assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.

Each situation will be evaluated on a case-by-case basis depending upon the severity and circumstances.

The Mille Lacs County will make a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

Approved by the Mille Lacs County:

County Administrator

Date

Economic Development Manager

Date

PROHIBITION OF EXCESSIVE FORCE POLICY
IN NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS

PART OF RESOLUTION NO. ____

Mille Lacs County prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in nonviolent civil rights demonstrations.

Mille Lacs County also will enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction.

Adopted by the Mille Lacs County this day of

County Administrator

Attest: _____
Economic Development Manager

Mille Lacs County, MN**SMALL CITIES DEVELOPMENT PROGRAM – INCOME REUSE PLAN 2020**

Per the request of DEED, it is prudent that in the event that other opportunities arise to remain flexible related to the reuse of SCDP funding, especially in the event of catastrophic emergencies.

1. Federal Objective**a.) Owner Occupied Housing Rehabilitation-**

Property owners applying for owner-occupied housing rehabilitation loans will be required to have gross income below eighty percent (80%) of the county median income, also known as the Low to Moderate Income (LMI) guidelines determined by the United States Department of Housing and Urban Development (HUD).

b.) Commercial Rehabilitation-

Property owners applying for commercial rehabilitation loans will NOT be required to supply income information in order to be eligible. However, the commercial property must be substandard in order to qualify. Dilapidated and standard buildings will not be eligible for rehabilitation loans.

c.) All other Federal CDBG/SCDP Eligible uses not listed above.

2. The cost of each individual project cannot exceed seventy-five percent (75%) of the current market value, unless economic viability can be shown.
 3. SCDP funds cannot be used to refinance existing mortgages or loans, and cannot be used to pay off existing debt.
 4. All buildings and dwellings on which exterior work is to be done will be photographed, described and referred to the Minnesota Historical Society for determination of historical significance.
 5. No properties that lie within a floodplain will be rehabilitated.
 6. Single wide mobile homes are not eligible to be rehabilitated nor are manufactured homes.
-

Section 3 and Women or Minority-Owned Business Certification Form

Hiring a woman, minority-owned, or Section 3 Business is NOT required of grantees. However HUD assigns yearly goals to DEED for a level of participation from these types of businesses. With that in mind, please answer the following questions that are required for reporting and to ensure the continued integrity of the Small Cities Development Program (SCDP).

Name of Business _____ Owner(s) of Business _____
 Type of Business _____ Address of Business _____
 City _____ County _____ State _____ Zip Code _____ Telephone _____

Please answer the following questions:

1. Is your business owned by a person(s) with an annual income below 80% of area median income (AMI)? (see reverse side for income chart)
 Note: If there is more than one owner, at least 51% ownership must be by a person(s) below that income level.
☐ Yes Go to Question 2.
☐ No Go to Question 3.
2. What is the 80% AMI or less income owners(s) name(s)? _____, Skip questions 4&5, provide signature, and answer additional required questions.
3. Are 30% of full-time employees earning below 80% area median income?
☐ Yes Skip Question 4 and provide signature and answer additional required questions.
☐ No Go to Question 4.
4. Can you provide documented evidence that if your business does sub-contracting, that more than 25% of the dollar value of all contracts will go to those businesses that are at or below 80% of the area median income?
☐ Yes Sign and date this form and answer additional required questions.
☐ No Sign and date form.

If you answered no to all these questions, you are not a Section 3 Business. You do not have to be a Section 3 Business in order to work on HUD projects.

1. Is your business 51% or more minority or woman owned? You do not have to be a Section 3 Business in order to work on HUD projects.
☐ Yes
☐ No

Business Owner Signature _____

Date _____

If you certify that you are a Section 3 Business, complete the following questions

1. Number of New Hires _____
2. Percentage of New Hires with income below 80% of area median income _____
3. Percentage of New Hire hours completed by persons earning income below 80% of area median income _____
4. Percentage of total staff hours completed by Section 3 Employees and Trainees _____
5. Number of Section 3 Trainees _____
6. In any, what trades do the Section 3 new hires/employees work?
 Examples: Professionals, technicians, office/clerical, construction. If construction, please indicate specific trade(s). _____

It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Residential Anti-displacement and Relocation Assistance Plan

Mille Lacs County will replace all occupied and vacant occupy-able low/moderate-income dwelling units demolished or converted to a use other than as low/moderate-income housing in connection with an activity assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR, Part 570.606 and 24 CFR, Part 42.

All replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the City to provide funds for an activity that will directly result in such demolition or conversion the City will make public and submit to the Minnesota Department of Employment and Economic Development the following information in writing:

1. A description of the proposed assisted activity;
2. The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate-income dwelling units as a direct result of the assisted activities;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data are not available at the time of the general submission, the City will identify the general location on an area map and the approximate number of dwelling units by size and provide information identifying the specific location and number of dwelling units by size as soon as it is available;
5. The source of funding and a time schedule for the provision of replacement of dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy;
7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units) is consistent with the housing needs of low and moderate-income households in the jurisdiction.

Mille Lacs County may request the Minnesota Department Employment and Economic Development to recommend that the U.S. Department of Housing and Urban Development approve an exception to required replacement housing if there is an adequate local supply of vacant low/moderate-income dwelling units in standard condition. Exceptions will be reviewed on a case-by-case basis as described in 24 CFR, Part 570.488(c)(1)(B).

Mille Lacs County will provide relocation assistance, as described in 24 CFR, Part 570.488(c)(2), to any lower-income person displaced by the demolition of any dwelling unit or the conversion of a low/moderate-income dwelling unit to another use in connection with an assisted activity.

Consistent with the goals and objectives of activities assisted under the Act, the City will take the following steps to minimize the displacement of persons from their homes:

8. Plan for utility shut-offs at times most convenient to occupants.
9. Establish temporary relocation facilities.

Definitions for the purpose of this plan are as follows:

A "low/moderate-income dwelling unit" is a unit with a market rental, including utility costs, that does not exceed the applicable fair market rent for existing housing and moderate rehabilitation, as established under the Section 8 existing housing program.

A "vacant occupy-able dwelling unit" is a vacant unit that is in standard condition; or in substandard condition, suitable for rehabilitation; or in dilapidated condition and occupied less than three months from the date of the grantee agreement.

An "occupy-able dwelling unit" is a unit that is in standard condition or has been raised to a standard condition from a substandard condition, suitable for rehabilitation.

A "standard condition dwelling unit" is a well-built unit with adequate space for persons living there. There are no major defects in the structure and only minor maintenance is required. Such dwelling will have the following characteristics: reliable roofs; sound walls and foundations; adequate and stable floors, walls and ceilings; surfaces and woodwork that are not seriously damaged nor have paint deterioration; sound windows and doors; adequate heating, plumbing, and electrical systems which don't present safety hazards; adequate insulation for local climatic conditions; and is in compliance with local building and housing codes.

A "substandard condition dwelling unit, suitable for rehabilitation" will show a lot of deferred maintenance with permanent damage to structural items. Conditions contributing to substandard dwelling, include but are not limited to, sagging, cracked, rotting, or leaking roofs, walls, foundations, ceilings, floors, doors, and windows; deteriorated surfaces and woodwork; unreliable heating, plumbing, or electrical systems which present safety hazards or inadequate insulation. The cost of rehabilitating the unit to a standard condition should not exceed the market value of the dwelling.

Resolution of Adoption of Residential Anti-displacement and Relocation Assistance Plan

Be it resolved that the Mille Lacs County hereby adopts the residential anti-displacement and relocation assistance plan.

I certify that the above resolution was adopted by the Mille Lacs County on

(Date)

SIGNED:

(Signature)

(Title)

WITNESSED:

(Signature)

(Title)

Requested Meeting Date: 05/18/21

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

Title of Item for Consideration: Approve Payment to Counsel for Legal Services	
Consent Agenda ☒ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Holly Wilson	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Holly Wilson, Assistant County Administrator	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Authorize payment to Taft (formally known as Briggs and Morgan), Professional Association for legal services relating to the federal lawsuit, Court File No. 17-cv-5155 for County Attorney Joe Walsh in the amount of \$39,098.90 for Law Enforcement Jurisdictional Dispute and \$6,260.50 for Eighth Circuit Appeal.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve payment to Taft, Professional Association for legal services.	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$45,359.40 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: 05/18/21

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

Title of Item for Consideration: Accept Minnesota DNR reimbursement grant of \$3,875.00	
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: Sheriff Don Lorge	Department: Mille Lacs County Sheriff's Office
Who will attend the meeting and be able to respond to questions? Give name and title: Sheriff Don Lorge	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Looking to accept Minnesota DNR reimbursement grant in the amount of \$3,875 for wage reimbursement for boat and water. These funds will need to be utilized by September 2021	
Alternatives/Options/Comments:	
Recommended Action/Motion: Accept reimbursement grant in the amount of \$3,875.00 to offset wages for our boat and water Deputy	
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.) Grant Contract Agreement	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	



**2021 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL PATROL
GRANT CONTRACT AGREEMENT**

ENCUMBRANCE WORKSHEET

Contract #:

PO #:

State Accounting Information

Dept ID R29	PC Bus. Unit R2901	Fiscal Year 2021	Source Type REIMB	Vendor Number 0000197304-001
Total Amount \$3,875	Project ID R29G70CGBLA19	Billing Location R297000221	DUNS 052712841	

Accounting Distribution

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Activity A4CG002
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Grant Begin Date May 14, 2021	Grant End Date September 6, 2021
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Grantee Name and Address:

Mille Lacs County Sheriff's Office
640 Third St. SE
Milaca, MN 56353

Payment Address:
(where DNR sends the check)

Mille Lacs Co. Treasurer
635 - 2nd St. SE
Milaca, MN 56353

2021 STATE OF MINNESOTA FEDERAL BOATING SAFETY SUPPLEMENTAL PATROL GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Mille Lacs County Sheriff's Office, 640 Third St. SE, Milaca, MN 56353 (DUNS 052712841) ("Grantee"). The payment address for this grant contract agreement is Mille Lacs Co. Treasurer, 635 - 2nd St. SE, Milaca, MN 56353.

Recitals

1. Under Minnesota Statute §84.026, §86B.101 and Department of Homeland Security - through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State is empowered to enter into this grant contract agreement. This grant contract agreement is a non-research and non-developmental grant.
2. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of additional boating safety patrol of lakes and rivers in the county.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to Minn. Stat. §16B.98, Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** May 14, 2021. Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.
- 1.2 **Expiration date:** September 6, 2021 or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant contract agreement as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State and Single Audits; 10. Government Data Practices; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction, and Venue; and 17. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, Subd. 4 (a) (1). The Grantee will provide additional boating safety patrol hours during high watercraft use periods through the payment of overtime or the addition of enforcement personnel. The Grantee will submit to the State a written plan to carry out the provisions of this grant contract agreement. Provisions of Chapter 86B, the provisions of Chapter 169A pertaining to motorboats and the Boat and Water Safety Rules, hereinafter referred to as the "Minn. Rules" will be enforced. Refer to Exhibit A which is attached and incorporated into this grant contract agreement for more information on allowable expenses. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract agreement. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

Reporting Requirements: The Grantee is bound to financial and performance requirements as noted in this grant contract agreement and Exhibit A which is attached and incorporated into this grant contract agreement.

3 Time

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

4 Consideration and Payment

- 4.1 **Consideration.** Consideration for all services performed by Grantee pursuant to this grant contract agreement shall be paid by the State as follows:
 - (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant contract agreement up to Three thousand eight hundred seventy-five dollars (\$3,875).
 - (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed Three thousand eight hundred seventy-five dollars (\$3,875).
- 4.2 **Payment**
 - (a) **Invoice.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. The invoice shall be accompanied by log sheets and narrative report as described in Exhibit A. The

invoice, log sheets and required narrative report must be submitted to the State not later than October 6, 2021, unless an extension is requested in writing from the Grantee and approved in writing from the State.

- (b) **Federal funds.** Payments under this grant contract agreement will be made from federal funds obtained by the State through the U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FASI90127), (CFDA number 97.012) in U.S.C. 13101-13110. Exhibit B is attached and incorporated into this grant contract agreement for specific federal requirements that affect this grant contract agreement. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) The grantee must not contract with vendors who are suspended or debarred in MN:

<http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

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

6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, adam.block@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Don Lorge, Mille Lacs County Sheriff's Office, 640 Third St. SE, Milaca, MN 56353, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Agreement Complete

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

8 Liability

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

9 Audits (State and Single)

Under Minn. Stat. §16B.98, subd. 8 and 2 CFR 200.331, the Grantee books, records, documents, and accounting procedures and practices relevant to this grant contract agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

10 Government Data Practices

- 10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data

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

11 American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.

12 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- (e) Any other applicable non-discrimination law(s).

13 Workers' Compensation

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

14 Publicity and Endorsement

14.1 Publicity. Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant contract agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

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

15 Governing Law, Jurisdiction, and Venue

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

16 Termination

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

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

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

- (a) It does not obtain funding from U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FASI90127), (CFDA number 97.012) in U.S.C. 13101-13110 is withdrawn.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here.

Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that

are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

17 Data Disclosure

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

18 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

19 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

19.1 The prospective lower tier participant certifies, by submission of this grant contract agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

19.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant contract agreement.

20 Whistleblower Protection Rights

41 USC §4712. Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

Attachments:

- A. Federal Boat Patrol Grant Contract Agreement
- B. Exhibit A
- C. Exhibit B
- D. Conflict of Interest Disclosure

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Statutes 16A.15 and 16B.98.

Signed: _____

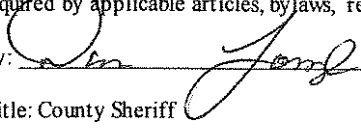
Date: _____

SWIFT Contract # _____

Purchase Order # _____

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.

By: 

Title: County Sheriff

Date: 5-12-21

By: 

Title: Chairperson of County Board

Date: 5-18-2021

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

EXHIBIT A

**2021 FEDERAL BOATING ENFORCEMENT
SUPPLEMENTAL AGREEMENT
(CFDA #97.012)**

1. The purpose of this program is to provide supplementary funding to the County to provide for additional boating safety patrol hours during high-use periods through the payment of straight time, overtime, or the addition of enforcement personnel on a temporary basis. Other activities such as rental boat inspections, training, extended search and rescue operations, aids-to-navigation work, aquatic invasive species (AIS) enforcement or inspections, talks and displays do not qualify for reimbursement under this program. Incidental on-scene accident investigation, assistance to the public and immediate search and rescue operations by personnel assigned to this program are authorized.
2. The program shall begin on Friday, May 14, 2021 or the date the State obtains all required signatures, whichever is later, and end at midnight, Monday, September 6, 2021. The Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.
3. Reimbursable hours and days of operation shall occur during the following days and hours:

The schedule of hours shall be left to the county. Scheduling, however, should be made to coincide with periods of activity or complaints and night patrols are encouraged. *If at all possible, schedules should be canceled or delayed if inclement weather is expected.*
4. Emphasis on this program shall be placed on the following violations:
 - Boating while intoxicated
 - Personal watercraft operation
 - Careless and reckless operation
 - Speed and wake violations
 - Use of navigation lights
 - Other boating equipment and registration violations
5. Allowable costs include overtime patrol hours, additional personnel salary and appropriate fringe benefits associated with patrol. No indirect costs will be paid by the state. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. A copy of the daily logs of each deputy involved - showing hours on duty, water body patrolled, boats stopped, citations or warnings issued and other pertinent information on a daily basis must be submitted with the reimbursement invoice. The deputy and his or her supervisor must sign each log sheet. Reimbursement request must also include a summary of the times and hours worked and total costs for each deputy by date.

All other expenses, such as fuel, training, repairs, boats, meals etc. must be paid by the county (use of the regular 2021 state boat and water safety grant funds for these other expenses is an allowable cost). The county will be responsible for any unemployment or worker's compensation costs associated with the program.
6. Each participating county, with the payment request, will submit a written review of the program. Payment will not be made without this narrative, which shall include a summary of the county's activities, accomplishments and suggested changes for future funding.
7. Deadline for the invoice, log sheets and narrative is Wednesday, October 6, 2021. An invoice submitted after that date will not be reimbursed, unless an extension is requested by the grantee in writing and the extension is approved in writing from the State. Submit invoice info to: Adam.Block@state.mn.us
8. Hours from this program will be excluded in determining the regular 2023 county grant allocation.
9. These funds are not designed to take the place of existing funding, but rather to supplement it. A copy of the 2021 county supplemental patrol work plan must be submitted to the State for approval before the grant may be processed.

Exhibit B

2021 FEDERAL ASSURANCES NON-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-248 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations." *(see below).
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**If the COUNTY (as defined on page 1 of this grant) expends more than \$500,000 in federal assistance per year, it agrees to have a program-specific or single audit made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 – "Audits of States, Local Governments and Non-Profit Organizations." Copies of the audit report are required to be sent to the following: 1) Office of the State Auditor – Single Audit Division, Suite 500, 525 Park Street, St. Paul, MN 55103, 2) Minnesota Department of Natural Resources, Internal Audit Section – Office of Management & Budget Services 500 Lafayette Road, St. Paul, MN 55155 and 3) The Federal Single Audit Clearinghouse located at: Bureau of the Census, Data Preparation Division, 1201 East 10th Street, Jeffersonville, IN 47132.*



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 05/18/21

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

Title of Item for Consideration: Central MN Jobs & Training Services (CMJTS) Annual Presentation	
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: Administrative Services Office
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): CMJTS annual presentation to the County Board.	
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: 05/18/21

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

Title of Item for Consideration:	
Consider Resolution No. 05-18-21-01 to Authorize Sponsorship of OHM Trails	
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: 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 and George O'Neill, Rum Runners Club Representative	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): The Rum Runners Club has developed the needed infrastructure for the club to operate in the Grant in Aid process. They have drafted Bylaws and Articles of Incorporation, obtained Non-Profit designation with the MN Sec. of State, obtained Federal Tax ID Number, and obtained 501(c)(3) designation. The club can apply for grant funds as soon as the County approves the sponsorship resolution.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve Resolution No. 05-18-21-01 to Authorize Sponsorship of Off Highway Motorcycle Trails for a Public Riding Area, Operated by the Rum Runners Club	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☒ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☐ Yes ☐ No If no, please explain: _____	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Resolution 05-18-21-01, Authorize Sponsorship of OHM Trails	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

RESOLUTION NO. 05-18-21-01
AUTHORIZING SPONSORSHIP OF OFF HIGHWAY
MOTORCYCLE TRAILS FOR A PUBLIC RIDING AREA, OPERATED
BY THE RUM RUNNERS CLUB

WHEREAS, the State of Minnesota has made funding available through the Minnesota Trails Assistance Program for the purpose of constructing and maintaining Off Highway Vehicle trails for All Terrain Vehicles (ATVs) and Off Highway Motorcycles (OHMs), and

WHEREAS, the County of Mille Lacs desires to make available to its citizens and visitors, such an area for the aforementioned purposes, in harmony and keeping with its recreational plan,

THEREFORE, BE IT RESOLVED that Mille Lacs County act as the legal sponsor for an application for funding to the State of Minnesota Department of Natural Resources for acquisition, construction, and maintenance of an ATV and OHM riding area, open to the public, and managed by the Rum Runners Club for five years; and

BE IT FURTHER RESOLVED that upon approval of its application by the state, Mille Lacs County may enter into an agreement with the State of Minnesota for the above referenced project and that it will comply with all applicable laws and regulations as stated in the agreement; and

BE IT FURTHER RESOLVED that the County Board Chairperson is authorized to sign such an agreement with the Department of Natural Resources; and

BE IT FURTHER RESOLVED the County of Mille Lacs names the fiscal agent for the County of Mille Lacs for this project as:

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

BE IT FINALLY RESOLVED THAT, notwithstanding the financial assistance provided for in the state contract, Mille Lacs County shall not be liable for such costs as are incurred by the club because state funds are depleted.

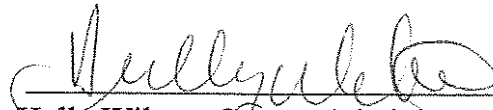
ADOPTED BY Mille Lacs County this 18th day of May.

Mille Lacs County Board of Commissioners



David Oslin, Chairperson

I, Holly Wilson, Administrator in and for the County of Mille Lacs, Minnesota, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of County Commissioners on the 18th day of May.



Holly Wilson, County Administrator



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 05/18/21

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

Title of Item for Consideration: Approve Bid for SAP 048-616-014 (CSAH 16 Box Culvert)	
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 May 10, 2021 for improvements to the CSAH 16 Box Culvert Project located on CSAH 16 near 160th Avenue Northwest. The County Board was informed of this advertisement at the Board Meeting on April 20, 2021. The Engineer's Estimate is \$198,640.00 and the low bidder is Houle Excavating, LLC at \$198,524.00. Seven other bids were received and are as follows: \$208,827.50 - Marvin Tretter, Inc. \$210,252.00 - Landwehr Construction, Inc. \$211,778.00 - Helmin Construction, Inc. \$274,510.00 - J.R. Ferche, Inc. \$295,658.00 - Midwest Contracting, LLC \$306,198.00 - Gladen Construction \$317,984.00 - New Look Contracting, Inc.	
Alternatives/Options/Comments: 	
Recommended Action/Motion: Award project to SAP 048-616-014 to Houle Excavating, LLC in the amount of \$198,524.00.	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$ 198,524.00 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.) MnDOT Plan Approval Letter	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	



State Aid for Local Transportation
395 John Ireland Blvd., MS 500
St. Paul, MN 55155

January 11, 2021

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

In reply refer:
Grant from Minnesota State Transportation Fund
Local Bridge Replacement Program (LBRP)
LBRP SAAS Acct 347
MnDOT Grant Agreement No. 1045859

S.A.P.048-616-014
New BR 48J42
Mille Lacs County

Old BR LT 10
CSAH 16 over Trib. Of Tibbets Brook

Dear Mr. Knopik:

This bridge replacement project was selected for funding from a combination of county state funds and local bridge replacement program funds (LBRP). Funding for this project is approved based on the engineer's estimate submitted to the District State Aid Office consistent with the bridge plan approval by State Aid. Your request for a LBRP grant to pay for costs associated with replacement of the above referenced bridge is approved.

After the construction bid opening, please submit the bid abstract and an excel format low bid electronically to Mohamed Farah Mohamed.M.Farah@state.mn.us with a copy to Marc Briesse (marc.briesse@state.mn.us). The final funding determination for the project will be based on the low bid award. The revised funding to be used for the MnDOT grant agreement will be provided to the county/city by letter from Mohamed Farah Mohamed.M.Farah@state.mn.us, State Aid Finance.

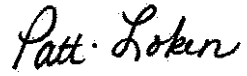
The MnDOT grant agreement is required to be fully executed by the city before the LBRP grant funding can be authorized and requested for reimbursement. Your MnDOT agreement number is 1045859 and should be referenced in the upper righthand corner of the LBRP bond grant agreement. In determining an appropriate project completion date for the agreement, please consider potential impacts due to COVID-19. You may want to consider submitting a draft agreement to Marc Briesse for review prior to obtaining local agency signatures. Then submit one (1) original copy of the grant agreement with local agency signatures to Marc Briesse for approval and final execution.

The template for the grant agreement (Acct 347) and resolution can be found on the state aid website. **The grant agreement must be executed before work begins on the project.** Please work with your District State Aid Engineer on submitting and approving documentation and state aid pay requests for this work.

Based on the Engineer's Estimate for Construction:

LBRP Funds (Acct 347)	\$83,475.00
CSAH Funds	<u>\$114,165.00</u>
TOTAL	\$197,640.00

Sincerely,

A handwritten signature in black ink that reads "Patti Loken". The script is cursive and fluid, with the first name "Patti" and last name "Loken" clearly distinguishable.

Patti Loken
State Aid Programs Engineer

cc: Kelvin Howieson, District 3 State Aid Engineer
Marc Briesse, SA Programs Engineers
File



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 05/18/21

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

Title of Item for Consideration:	
Consider Replacing South Fleet Parking Lot Fence and Repair South CVS Parking Lot Fence	
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: 15 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: Noelan R. Lange	Department: Maintenance
Who will attend the meeting and be able to respond to questions? Give name and title: Noelan R. Lange, Facilities Operations Manager	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): The fence on the the south side of the County Fleet Parking Lot and the fence on the south side of the CVS (Community & Veterans Services) Parking Lot are leaning and heaving from frost due to improper installation. The CVS Parking Lot Fence has damaged panels and posts. The panels and posts are no longer manufactured.	
Alternatives/Options/Comments: The Capital Plan allowed for \$7,000.00 to complete the work, but due to current conditions with material and labor the final cost has gone up. Remaining balance will need to be taken from the Maintenance Department's Repair and Maintenance budget line (01-110-6301).	
Recommended Action/Motion: Approve Quinn Fence a Minnesota Fence Company's estimate to replace fencing with a chain-link/privacy fence along the South property line of the County Fleet Parking Lot. Reuse old fence panels and posts from the County Fleet Parking Lot to repair/level south property line of Community & Veterans Services Parking lot.	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$ 10,380.00 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: Standard Agreement ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Quotes	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled:	

ESTIMATE

Mille Lacs County
635 2nd St NE
Mille Lacs, Minnesota

Quinn Fence a Minnesota Fence Company

3055 Burris Rd #40 Ft.Lauderdale FL 33314
8421 Center Dr #B, Spring Lake Park MN 55432

Phone: (612) 800-1516
Email: quinnfenceco@gmail.com
Web: quinnfence.com

Estimate # 005874
Date 05/03/2021
Business / Tax # 612-800-1516

Description	Total
6' Chain link fence	\$10,380.00

Furnish and install 140 LF of 6 Foot high galvanized chain link fence. Line posts shall be 2-1/2" O.D. Galvanized steel pipe Driven 48" in depth and spaced a maximum of 8' on centers. The fence shall consist of top rails which will be 1-5/8" O.D. Galvanized pipe. The fence has PDS slatting with choices of standard colors.
\$5880

To reset 30 vinyl post with concrete. Jack hammer old concrete off and keep in holes for support.
\$4500

Subtotal	\$10,380.00
Total	\$10,380.00

Quinn Fence Company Minnesota offers 10yr product & workmanship guarantee. 50% down payment required with balance at completion. Homeowner responsible for all property lines. All work to be done as specified. We no longer accept Credit Cards.



Signed on: 05/04/2021

Quinn Fence



Mille Lacs County

Quote

Century Fence Company
14839 Lake Dr NE
Forest Lake, MN 55025

CENTURY FENCE
COMPANY
SINCE 1917 THE MARK OF PERMANENCE

5.4

**Quote To:**

MILLE LACS COUNTY
635 2nd Street SE
MILACA, MN 56353

Project Location:

Fleet Lot Fence Repairs

Quote #: 3325

Quote Date: 4/20/2021

Description**Fleet lot:**

Furnish and install 140 LF of 6 Foot high galvanized chain link fence. Line posts shall be 2-1/2" O.D. Galvanized steel pipe Driven 48" in depth and spaced a maximum of 8' on centers. The fence shall consist of top rails which will be 1-5/8" O.D. Galvanized pipe. The fence has PDS slatting with choices of standard colors.

- 2 - End post: 3" O.D. Galvanized pipe - Driven 60" in depth.

Repair of existing fence

Remove and replace approximately 20 posts to level existing fence. Includes removal of adjacent panels and augering new 12" X 48" concrete footings on only posts that are required to level fence.

****ALL MATERIALS FOR FENCE REPAIRS OF EXISTING FENCE ARE TO BE PROVIDED BY OWNER****

CONCRETE FOOTING REMOVAL FROM EXISTING POSTS IS TO BE DONE BY OWNER PRIOR TO RE-INSTALLATION

Notes:

Excludes Excavation through rock, Excavation through frost, Permit, Private Utility Locate, Survey of property for fence layout

Quote Total: \$12,264.00

Quote Valid For 15 days

Buyer's Signature: _____

Date: _____

Submitted by: _____

*Nathan
Homer*

Acceptance:

This quote when accepted in writing by purchaser and by Century Fence Company becomes a contract between two parties. The conditions on the attached 'Terms and Conditions' are made a part of this contract.

Terms of Payment: Net Cash upon receipt of invoice.

Nathan Homer

Office: 651-464-7373

Cell: 612-670-3520

Email: nhomer@centuryfence.com



OBERG FENCE CO.

P.O. Box 118

Deerwood, MN 56444

Sales@obergfence.com

www.obergfence.com

218-534-3118

218-534-3119 fax

Date: April 8, 2021

Name: Mille Lacs County

Address:

Phone Number:

Fax Number:

E-mail:

Description: Furnish and install 140' of 6' high 9 gauge galvanized chain link privacy link fence (color tbd/98% privacy) and remove heaved section of existing vinyl privacy and put galvanized post and inserts and air drive them to help from heaving concreted posts.

Privacy link to have top/mid rail

If permits or private locates needed, home owner/contractor is responsible. All brushing & removal of brush must be done prior to installation by owner. All electrical to any operated gate openers to be supplied by customer. Layout/staking by customer.

Certificate of insurance is available upon request. All site preparation including grading, clearing, brushing, mowing, debris removal or disposal shall be by others. Signature on proposal indicates agreement with Oberg terms and conditions provided. Signed proposal and P.O. or 1/2 down are necessary to begin the scheduling process, balance is due upon completion. We will furnish material and labor in accordance with the above description for the sum of:

\$ 13,728.00

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner to carry fire, tornado, and all other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Salesman Signature: _____ This proposal may be withdrawn if not accepted in 3 days.

Acceptance of Proposal: Signature: _____ Date: _____
You are authorized to do the work as specified. Payment will be made as outlined above.

This proposal may be withdrawn if not accepted within 7 days. Changes to above description must be executed with a written change order, and will become an extra charge over the above price. We are fully insured; also bonding is available if required at an additional cost.



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 05/18/21

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

Title of Item for Consideration: Approve Liquor, Beer, & Wine Licenses	
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: Eric Bartusch	Department: Auditor - Treasurer
Who will attend the meeting and be able to respond to questions? Give name and title: Eric Bartusch, Auditor - Treasurer	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Liquor, Beer, and Wine Licenses follow the State fiscal year and are in the process of being renewed. A list of licenses that have progressed through the process is attached.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve licenses as presented	
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.) List of Licenses for Board Approval	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

COMMISSIONERS BOARD MEETING		May 18 2021	
<u>LICENSES TO APPROVE</u>		<u>TYPE OF LICENSE</u>	<u>TOWNSHIP</u>
MBJ Inc			
DBA: Johnson's Portside		Off Sale Liquor	Eastside
Rough Cut Grill & Bar LLC			
DBA: Rough Cut Grill & Bar		ON/OFF SALE W/SUNDAY LIQUOR	PAGE
FIDDLESTIX GOLF BY APPELDOORNS LLC			
DBA: FIDDLESTIX GOLF		ON SALE W/SUNDAY	ISLE HARBOR
NITTI'S HUNTERS POINT RESORT INC			
DBA:NITTI'S HUNTERS POINT RESORT INC		ON & OFF SALE W/SUNDAY LIQUOR	EAST SIDE
MILITARY SRVC ASSN/MILLE LACS CHAPTER			
DBA: MILITARY SRVC ASSN/MILLE LACS CHAPTER		ON & OFF SALE W/SUNDAY LIQUOR	EAST SIDE
SHIFLET ENTERPRISE LLC			
DBA: SHOOTERS		ON & OFF SALE W/SUNDAY LIQUOR	PRINCETON TWP

Requested Meeting Date: 05/18/21

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

Title of Item for Consideration:

Consider County Coordinator Position Description

Consent Agenda

☐ Approve/Deny Motion ☐ Information Only

☐ Schedule Public Hearing*

*provide sample notice that will run in paper

Regular Agenda – Estimate Time Needed: 15 minutes

☒ Approve/Deny Motion

☐ Discussion Item

☐ Direction Requested

☐ Hold Public Hearing*

☐ Presentation of Information

*provide copy of hearing notice that was published

Submitted by:

Holly Wilson, Personnel Director 

Department:

ASO

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

Holly Wilson, Personnel Director

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

The County Board reviewed a draft County Coordinator position description at its May 4, 2021 Work Session. At its May 11, 2021 the County Board tabled the recommendation to approve the County Coordinator position description as presented and discussed some changes. Included is the proposed position description based on the May 11, 2021 County Board discussion.

The position will be reviewed by the County's consultant for a change in grade.

Alternatives/Options/Comments:

Revise the position description.

Recommended Action/Motion:

Approve the County Coordinator position description.

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.)

position description

Board action: (for use by Recording Secretary)

☐ Approved ☐ Denied ☐ Tabled: _____

*Position Description***COUNTY COORDINATOR**

Department:	Administrative Services Office
Grade:	V
Reports to:	County Board of Commissioners
FLSA Overtime Status:	Exempt (EA)
Revision Date:	May 18, 2021

OBJECTIVE

The County Coordinator carries out complex executive and administrative work in planning, directing and coordinating the policies and /or directives of the County Board to ensure uniform administration within and among the various departments and related work as apparent or assigned. Work is performed under the general direction of the County Board of Commissioners. Departmental supervision is exercised over all personnel within the Administration department. Provides guidance to appointed and elected department heads within the authority vested in the position by the County Board. All non-elected Department Heads report to the County Board. If required by the County Board, in absence of a Department Head, the Coordinator may act as the head of any department, the appointment of which is made by the County Board, provided the Coordinator has the qualifications required by law. The County Coordinator is responsible for preparing and managing the County budget. The County Coordinator serves as Chief Human Resources Director. This position is appointed pursuant to Minnesota Statute 375.48.

SCOPE

Works under administrative direction of the County Board of Commissioners.

ESSENTIAL FUNCTIONS

This job description indicates the normal type and level of work expected of the incumbent. Incumbent may be asked to perform other duties as apparent or assigned.

1. Carries out the orders and policies of the Board of County Commissioners in the operation of County Government in accordance with federal, state and local laws and the accepted standards and practices of public administration.
2. Provides assistance and management direction to County departments and programs through program review, fiscal control, and administrative overview.
3. Prepares the annual budget. Analyzes data and makes recommendations. Reviews and revises department budget proposals, consolidates department budgets, reviews and/or alters any budget County-wide; prepares the budget message, presents the preliminary and final budget proposals, and administers the approved budget. Prepares reports, analysis, and recommendations regarding the County's current and future financial position. Monitors each department's financial performance against budget and takes appropriate actions to ensure overall budget compliance. Recommends amendments of the budget to the County Board.
4. Provides for overall planning and coordination of county departments. Evaluates, on a continuing basis, the level of service provided by County Departments and recommends changes in policy and

*Position Description*

procedure. Follows through with Department Heads using own initiative to ensure that Board directives and policies are carried out.

5. Responsible for capital building planning and preparing the capital improvement plan as well as project development and implementation.
6. Prepares and recommends policy to the County Board regarding County government operations. Conducts necessary research and analysis regarding issues before the Board, present and future; advises the Board of various options available; makes recommendations to the Board.
7. Responsible for directly overseeing the work of the functions of Emergency Management, Economic Development, Extension, Information Systems, Building Maintenance, Administration and others as assigned.
8. Responsible for communications that maintain relationships key to the function of the County; plans and carries out communications at a level that can impact the morale and performance of staff, and the overall perception by the general public. Directs and manages public relations and acts as liaison between the County Board, County employees, and the public. Fields and responds to complaints, suggestions, and comments from the public on County services.
9. Communicates resolutions, ordinances, policies and regulations of the County Board by maintaining open channels of communications with civic organizations, state and local officials and citizens.
10. Provides leadership and is responsible for effective risk management programs and practices (safety, liability, property, etc.) exist to preserve and protect County assets.
11. Assists the County Board of Commissioners in establishing short and long-range objectives, to include appropriate action plans and programs to achieve them.
12. Coordinates the preparation of the agenda for Board meetings and organizes background information, correspondence and documents to accompany the agendas. Coordinates the recording of official minutes of every meeting of the County Board.
13. Monitors legislative changes and provides information on potential impact; communicates with legislators and county associations regarding implication of all related legislative changes.
14. Develops, implements, and administers the County purchasing policy and procedures.
15. Responsible for the direction and management of public relations; provides public and news media with information regarding county business and acts as liaison between County Board, county employees, and public.
16. Coordinates personnel administration that includes the development of county-wide personnel policies, the development of a County compensation and classification plan, consistent with state and federal laws, contractual agreements with bargaining units, EEO and Affirmative Action requirements.

17. Oversees compliance with the County's personnel policies through advice and communication with Department Heads and employees.
18. Ensures the advertising of vacant positions; assists Department Heads in determining a field of qualified applicants for position vacancies; interviewing and hiring as directed; arranges for the completion of pre-employment testing and background checks; participates in termination or resignation processes, including exit interviews. Assists the County Board in screening, evaluation, interviewing and selection replacement for any Department Head positions.
19. Conducts orientation on insurance benefits and Personnel Policy with new County employees. Serves as a resource to all County employees on personnel, payroll and insurance matters.
20. Supervises the County's compliance with the state's comparable worth legislation.
21. Develops interdepartmental relationships to allow the Coordinator to assist in the representation of departmental interest.
22. Maintains a complete set of job descriptions for all County positions. Assists Department Heads as needed in preparing upgraded position descriptions. Annually, directs the process of job evaluation, reclassification requests and implementation of any changes.
23. Oversees the employee performance evaluation process to include Department Heads and employees and prepares proper documentation of all personnel and payroll actions.
24. Assists Department Heads, Managers, and the County Board in carrying out their respective human resources responsibilities to include: use of progressive discipline and procedures for documentation of misconduct, disciplinary action, suspension or termination consistent with the County's personnel policies.
25. Maintains individual employee service records on all County employees including employee data bases and individual employee human resource record systems. Supervises maintenance of personnel records by Department Heads.
26. Serves as Chief Labor Relations Director. Responsible for overseeing all aspects of contract administration, implementation, interpretation, modification, grievance and appeals processing and negotiations.
27. Reviews, researches and recommends changes in county personnel policies to the County Board. Communicates clarification or changes in the County's personnel policies to all County employees.
28. Administers the County's Compensation and Classification Plan. Under direction of the County Board, creates salary schedules annually for all employee groups.
29. Coordinates compliance with the Family Medical Leave Act (FMLA) and Worker's Compensation claims; maintains records and communicates with employees, Department Heads, payroll and others.
30. Coordinates and completes benefit and open enrollment for all employees.



Position Description

31. Processes MCIT claims.
32. Certifies all salary changes to the Auditor-Treasurer's Office.
33. Reports on the overall well-being of the County.
34. Performs other duties and exercises other responsibilities as may be necessary and appropriate, or as directed by the County Board.

MINIMUM QUALIFICATIONS

The job requires a Bachelor's Degree in public administration or a related field; and five years of progressively responsible experience in related administrative leadership position; OR an equivalent combination of education and experience. Past experience in County government preferred. An MBA or MPA, with six or more years of related experience is preferred. A valid driver's license is required. Must successfully complete a criminal history background check.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of department and County organization and administrative policies, procedures, and practices; laws and regulations relating to county budgeting, fiscal management, purchasing, human resources, and labor management practices.

Skill in reading, writing, and speaking English proficiently; organizing, prioritizing, directing, and coordinating activities of subordinates; dealing with the public, and utilizing public relations skills to communicate, process, and disseminate information, and to explain laws and/or departmental operations and rules; operation of computers and all other job-related equipment; interpreting statutes; and developing and implementing effective County procedures.

Ability to develop and maintain effective working relationships with the County Board, peers, subordinates, other County staff, citizens, community officials, and other members of the public; operate computers and all other job-related equipment; demonstrate effective oral and written English communication skills; understand and carry out oral and written instructions; work independently with little direction, exercise good judgment, make sound decisions, and meet deadlines; coordinate multiple simultaneous activities of subordinates, and supervise in a manner that will stimulate growth and development; develop and implement effective County policies and procedures; train, motivate, evaluate, and discipline staff; calculate short-term and long-term financial projections; plan, organize, and coordinate the many functions and activities of the County government; make sound, independent decisions from broad, comprehensive data.

EQUIPMENT USED

Standard office equipment including computer, calculator, copier, telephone, and other job-related equipment.

WORKING CONDITIONS

Work is performed primarily in an office setting; occasional travel is required. Subject to frequent interruptions; required to sit for long periods of time during meetings; required to work under pressure

**Position Description**

and meet continual deadlines. May involve dealing with and calming individuals who are emotionally charged over an issue. Intermittently drives to off-site meeting locations.

PHYSICAL REQUIREMENTS

Climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, repetitive motions.

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work, and the worker sits most of the time, the job is rated for Light Work.

ADA CONSIDERATIONS

The County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities, and encourages both prospective and current employees to discuss potential accommodations with the employer.

Board approved: 5/18/2021



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 05/18/21

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

Title of Item for Consideration:	
Consider Resolution No. 05-18-2021-02 Abandoning County Administrator Plan of Government	
Consent Agenda ☐ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: 10 minutes ☒ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Holly Wilson, Personnel Director <i>HW</i>	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Holly Wilson, Personnel Director	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): At the April 6, 2021, the County Board approved the Executive recruitment of a County Coordinator. Per M.S 375A.12, the County Board may abandon the County Administrator form of government.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve Resolution No. 05-11-2021-01	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☒ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☐ Yes ☐ No If no, please explain: _____	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Resolution No. 05-18-2021-02, Coordinator position description	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

**Position Description****COUNTY COORDINATOR**

Department:	Administrative Services Office
Grade:	V
Reports to:	County Board of Commissioners
FLSA Overtime Status:	Exempt (EA)
Revision Date:	May 18, 2021

OBJECTIVE

The County Coordinator carries out complex executive and administrative work in planning, directing and coordinating the policies and /or directives of the County Board to ensure uniform administration within and among the various departments and related work as apparent or assigned. Work is performed under the general direction of the County Board of Commissioners. Departmental supervision is exercised over all personnel within the Administration department. Provides guidance to appointed and elected department heads within the authority vested in the position by the County Board. All non-elected Department Heads report to the County Board. If required by the County Board, in absence of a Department Head, the Coordinator may act as the head of any department, the appointment of which is made by the County Board, provided the Coordinator has the qualifications required by law. The County Coordinator is responsible for preparing and managing the County budget. The County Coordinator serves as Chief Human Resources Director. This position is appointed pursuant to Minnesota Statute 375.48.

SCOPE

Works under administrative direction of the County Board of Commissioners.

ESSENTIAL FUNCTIONS

This job description indicates the normal type and level of work expected of the incumbent. Incumbent may be asked to perform other duties as apparent or assigned.

1. Carries out the orders and policies of the Board of County Commissioners in the operation of County Government in accordance with federal, state and local laws and the accepted standards and practices of public administration.
2. Provides assistance and management direction to County departments and programs through program review, fiscal control, and administrative overview.
3. Prepares the annual budget. Analyzes data and makes recommendations. Reviews and revises department budget proposals, consolidates department budgets, reviews and/or alters any budget County-wide; prepares the budget message, presents the preliminary and final budget proposals, and administers the approved budget. Prepares reports, analysis, and recommendations regarding the County's current and future financial position. Monitors each department's financial performance against budget and takes appropriate actions to ensure overall budget compliance. Recommends amendments of the budget to the County Board.
4. Provides for overall planning and coordination of county departments. Evaluates, on a continuing basis, the level of service provided by County Departments and recommends changes in policy and



Position Description

procedure. Follows through with Department Heads using own initiative to ensure that Board directives and policies are carried out.

5. Responsible for capital building planning and preparing the capital improvement plan as well as project development and implementation.
6. Prepares and recommends policy to the County Board regarding County government operations. Conducts necessary research and analysis regarding issues before the Board, present and future; advises the Board of various options available; makes recommendations to the Board.
7. Responsible for directly overseeing the work of the functions of Emergency Management, Economic Development, Extension, Information Systems, Building Maintenance, Administration and others as assigned.
8. Responsible for communications that maintain relationships key to the function of the County; plans and carries out communications at a level that can impact the morale and performance of staff, and the overall perception by the general public. Directs and manages public relations and acts as liaison between the County Board, County employees, and the public. Fields and responds to complaints, suggestions, and comments from the public on County services.
9. Communicates resolutions, ordinances, policies and regulations of the County Board by maintaining open channels of communications with civic organizations, state and local officials and citizens.
10. Provides leadership and is responsible for effective risk management programs and practices (safety, liability, property, etc.) exist to preserve and protect County assets.
11. Assists the County Board of Commissioners in establishing short and long-range objectives, to include appropriate action plans and programs to achieve them.
12. Coordinates the preparation of the agenda for Board meetings and organizes background information, correspondence and documents to accompany the agendas. Coordinates the recording of official minutes of every meeting of the County Board.
13. Monitors legislative changes and provides information on potential impact; communicates with legislators and county associations regarding implication of all related legislative changes.
14. Develops, implements, and administers the County purchasing policy and procedures.
15. Responsible for the direction and management of public relations; provides public and news media with information regarding county business and acts as liaison between County Board, county employees, and public.
16. Coordinates personnel administration that includes the development of county-wide personnel policies, the development of a County compensation and classification plan, consistent with state and federal laws, contractual agreements with bargaining units, EEO and Affirmative Action requirements.

*Position Description*

17. Oversees compliance with the County's personnel policies through advice and communication with Department Heads and employees.
18. Ensures the advertising of vacant positions; assists Department Heads in determining a field of qualified applicants for position vacancies; interviewing and hiring as directed; arranges for the completion of pre-employment testing and background checks; participates in termination or resignation processes, including exit interviews. Assists the County Board in screening, evaluation, interviewing and selection replacement for any Department Head positions.
19. Conducts orientation on insurance benefits and Personnel Policy with new County employees. Serves as a resource to all County employees on personnel, payroll and insurance matters.
20. Supervises the County's compliance with the state's comparable worth legislation.
21. Develops interdepartmental relationships to allow the Coordinator to assist in the representation of departmental interest.
22. Maintains a complete set of job descriptions for all County positions. Assists Department Heads as needed in preparing upgraded position descriptions. Annually, directs the process of job evaluation, reclassification requests and implementation of any changes.
23. Oversees the employee performance evaluation process to include Department Heads and employees and prepares proper documentation of all personnel and payroll actions.
24. Assists Department Heads, Managers, and the County Board in carrying out their respective human resources responsibilities to include: use of progressive discipline and procedures for documentation of misconduct, disciplinary action, suspension or termination consistent with the County's personnel policies.
25. Maintains individual employee service records on all County employees including employee data bases and individual employee human resource record systems. Supervises maintenance of personnel records by Department Heads.
26. Serves as Chief Labor Relations Director. Responsible for overseeing all aspects of contract administration, implementation, interpretation, modification, grievance and appeals processing and negotiations.
27. Reviews, researches and recommends changes in county personnel policies to the County Board. Communicates clarification or changes in the County's personnel policies to all County employees.
28. Administers the County's Compensation and Classification Plan. Under direction of the County Board, creates salary schedules annually for all employee groups.
29. Coordinates compliance with the Family Medical Leave Act (FMLA) and Worker's Compensation claims; maintains records and communicates with employees, Department Heads, payroll and others.
30. Coordinates and completes benefit and open enrollment for all employees.



Position Description

31. Processes MCIT claims.
32. Certifies all salary changes to the Auditor-Treasurer's Office.
33. Reports on the overall well-being of the County.
34. Performs other duties and exercises other responsibilities as may be necessary and appropriate, or as directed by the County Board.

MINIMUM QUALIFICATIONS

The job requires a Bachelor's Degree in public administration or a related field; and five years of progressively responsible experience in related administrative leadership position; OR an equivalent combination of education and experience. Past experience in County government preferred. An MBA or MPA, with six or more years of related experience is preferred. A valid driver's license is required. Must successfully complete a criminal history background check.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of department and County organization and administrative policies, procedures, and practices; laws and regulations relating to county budgeting, fiscal management, purchasing, human resources, and labor management practices.

Skill in reading, writing, and speaking English proficiently; organizing, prioritizing, directing, and coordinating activities of subordinates; dealing with the public, and utilizing public relations skills to communicate, process, and disseminate information, and to explain laws and/or departmental operations and rules; operation of computers and all other job-related equipment; interpreting statutes; and developing and implementing effective County procedures.

Ability to develop and maintain effective working relationships with the County Board, peers, subordinates, other County staff, citizens, community officials, and other members of the public; operate computers and all other job-related equipment; demonstrate effective oral and written English communication skills; understand and carry out oral and written instructions; work independently with little direction, exercise good judgment, make sound decisions, and meet deadlines; coordinate multiple simultaneous activities of subordinates, and supervise in a manner that will stimulate growth and development; develop and implement effective County policies and procedures; train, motivate, evaluate, and discipline staff; calculate short-term and long-term financial projections; plan, organize, and coordinate the many functions and activities of the County government; make sound, independent decisions from broad, comprehensive data.

EQUIPMENT USED

Standard office equipment including computer, calculator, copier, telephone, and other job-related equipment.

WORKING CONDITIONS

Work is performed primarily in an office setting; occasional travel is required. Subject to frequent interruptions; required to sit for long periods of time during meetings; required to work under pressure

**Position Description**

and meet continual deadlines. May involve dealing with and calming individuals who are emotionally charged over an issue. Intermittently drives to off-site meeting locations.

PHYSICAL REQUIREMENTS

Climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, talking, hearing, seeing, repetitive motions.

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work, and the worker sits most of the time, the job is rated for Light Work.

ADA CONSIDERATIONS

The County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities, and encourages both prospective and current employees to discuss potential accommodations with the employer.

Board approved: 5/18/2021

MILLE LACS COUNTY RESOLUTION

No. 05-18-21-02

ABANDONING COUNTY ADMINISTRATOR PLAN OF GOVERNMENT

WHEREAS, the Mille Lacs County Board of Commissioners passed Resolution No. 09-23-08-2 establishing a County Administrator Plan of Government pursuant to Minnesota Statutes, Section 375A.01 on September 23, 2008.

WHEREAS, Resolution 09-23-08-2 was the only step required to rescind the previous County Coordinator Resolution and adopt the County Administrator Plan of Government, and there was no requirement for a referendum pursuant to Minnesota Statutes, Section 375A.06, subd. 5.

WHEREAS, prior to September 23, 2008, Mille Lacs County operated under a County Coordinator plan of government pursuant to Minnesota Statutes, Section 375.49.

WHEREAS, the Mille Lacs County Board of Commissioners has expressed its desire to return to the County Coordinator plan of government and directed a professional search firm to identify candidates for this County Coordinator position.

WHEREAS, the optional County Administrator plan of government may be abandoned by the same procedures required for adoption of the optional plan pursuant to Minnesota Statutes, Section 375A.12, subd. 6.

WHEREAS, "[t]he powers of the county as a body politic and corporate shall only be exercised by the county board or in pursuance of a resolution adopted by the county board." Minnesota Statutes, Section 373.02.

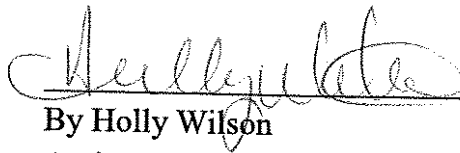
WHEREAS, Assistant County Administrator Holly Wilson has been fulfilling her job duties by acting as the County Administrator in absence of that position with the powers and duties described in Minnesota Statutes, Section 375A.06, subd. 4.

BE IT RESOLVED:

1. Mille Lacs County abandons the County Administrator Plan of Government, effective immediately.
2. The County Coordinator Job Description is attached hereto as **Exhibit A**, with duties prescribed pursuant to Minnesota Statutes, Section 375.49, subd. 1.
3. Holly Wilson is appointed as Interim County Coordinator pursuant to Minnesota Statutes, Section 375.48, effective immediately, with the duties described in paragraph 2 above. This appointment is in addition to Holly Wilson's existing duties as a Mille Lacs County officer or employee, with the exception that she will no longer serve as Assistant County Administrator following the abandonment of the County Administrator Plan of Government.



By David Oslin
Chairperson
Mille Lacs County Board of Commissioners



By Holly Wilson
Assistant Mille Lacs County Administrator

This resolution was adopted on MAY 18th, 2021.

MILLE LACS COUNTY RESOLUTION

No. 05-18-21-02

ABANDONING COUNTY ADMINISTRATOR PLAN OF GOVERNMENT AND APPOINTING TEMPORARY COUNTY COORDINATOR

WHEREAS, the Mille Lacs County Board of Commissioners passed Resolution No. 09-23-08-2 establishing a County Administrator Plan of Government pursuant to Minnesota Statutes, Section 375A.01 on September 23, 2008.

WHEREAS, Resolution 09-23-08-2 was the only step required to rescind the previous County Coordinator Resolution and adopt the County Administrator Plan of Government, and there was no requirement for a referendum pursuant to Minnesota Statutes, Section 375A.06, subd. 5.

WHEREAS, prior to September 23, 2008, Mille Lacs County operated under a County Coordinator plan of government pursuant to Minnesota Statutes, Section 375.49.

WHEREAS, the Mille Lacs County Board of Commissioners has expressed its desire to return to the County Coordinator plan of government and directed a professional search firm to identify candidates for this County Coordinator position.

WHEREAS, the optional County Administrator plan of government may be abandoned by the same procedures required for adoption of the optional plan pursuant to Minnesota Statutes, Section 375A.12, subd. 6.

WHEREAS, "[t]he powers of the county as a body politic and corporate shall only be exercised by the county board or in pursuance of a resolution adopted by the county board." Minnesota Statutes, Section 373.02.

WHEREAS, Assistant County Administrator Holly Wilson has been fulfilling her job duties by acting as the County Administrator in absence of that position with the powers and duties described in Minnesota Statutes, Section 375A.06, subd. 4.

BE IT RESOLVED:

1. Mille Lacs County abandons the County Administrator Plan of Government, effective immediately.
2. The County Coordinator Job Description is attached hereto as **Exhibit A**, with duties prescribed pursuant to Minnesota Statutes, Section 375.49, subd. 1.
3. Holly Wilson is appointed as Interim County Coordinator pursuant to Minnesota Statutes, Section 375.48, effective immediately, with the duties described in paragraph 2 above. This appointment is in addition to Holly Wilson's existing duties as a Mille Lacs County officer or employee, with the exception that she will no longer serve as Assistant County Administrator following the abandonment of the County Administrator Plan of Government.

By David Oslin
Chairperson
Mille Lacs County Board of Commissioners

By Holly Wilson
Assistant Mille Lacs County Administrator

This resolution was adopted on _____, 2021.

Board Agenda Request Form
 Board of County Commissioners

Requested Meeting Date: 05/18/21
(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 <i>(include previous Board or Committee actions and/or minutes, as well as applicable dates):</i> 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. The County Board tabled the appointment at its May 4, 2021 meeting. Resolution No. 05-18-21-03 if approved appoints Neal Knopik to a four-year term expiring July 27, 2025.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Consider Resolution No. 05-18-21-03.	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☒ Yes ☐ No <i>If no, please explain:</i> _____	
Additional Information Attached: ☐ Contract/Agreement <i>Approved by County Attorney's Office:</i> ☐ Yes ☐ No <i>If no, please explain:</i> _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) MN Statute 163.07, Resolution 05-18-21-03	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

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

APPOINTMENT OF COUNTY HIGHWAY ENGINEER

Resolution No. 05-18-21-03

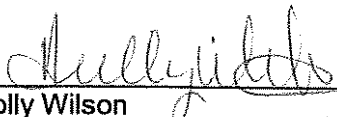
WHEREAS, Minnesota Statute 163.07 provides for each County Board of the State of Minnesota to fill the office of County Highway Engineer by appointment for a term of four years; and

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 18th day of May, 2021.

ATTEST:



Holly Wilson
Mille Lacs Assistant County Administrator



David Oslin
Mille Lacs County Board Chair

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 505 s 2; 1Sp2003 c 19 art 2 s 13; 2008 c 204 s 42; 2009 c 101 art 2 s 109

Official Publication of the State of Minnesota
Revisor of Statutes

Requested Meeting Date: 05/18/21
(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Consider Revised County Auditor-Treasurer Position Description	
Consent Agenda ☐ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: 1 minutes ☒ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Holly Wilson, Personnel Director <i>HW</i>	Department: Administrative Services Office
Who will attend the meeting and be able to respond to questions? Give name and title: Holly Wilson, Personnel Director	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): The County Board approved the reclassification of the Auditor-Treasurer position description on April 20th. After further review of the approved position description by the County's consultant, a grade change from a grade R to a grade S was recommended based on the diverse functions and the financial impact of the job. It is recommended that the grade change be effective as of April 20, 2021.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve revised County Auditor-Treasurer position description with an effective date of April 20, 2021.	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☒ Yes ☐ No If no, please explain: _____	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Position Description	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

**Position Description****COUNTY AUDITOR-TREASURER**

Department:	County Auditor-Treasurer's Office
Grade:	S
Reports to:	County Board
FLSA Overtime Status:	Exempt (E)
Revision Date:	May 18, 2021

OBJECTIVE

Serves as the department head of the County Auditor-Treasurer's Office. Responsible for providing leadership and direction, with management responsibility for administration of the property tax system, the financial accounting system, treasury, investments, collection and disbursement of all County funds, and County payroll administration. Also serves as the chief election official in the County, responsible for administration of federal, state, and local elections, and voter registration.

SCOPE

The County Auditor-Treasurer works under the general direction of the County Board. Provides direct supervision to the staff of the County Auditor-Treasurer's Office.

ESSENTIAL FUNCTIONS

This job description indicates the normal type and level of work expected of the incumbent. Incumbent may be asked to perform other duties as apparent or assigned.

1. Uses independent judgment to provide supervision and leadership to department personnel under the span of control. Makes recommendations on matters of hiring and discipline. Conducts ongoing feedback, coaching, mentoring, and timely formal reviews of performance for staff. Provides training and work direction, ensuring staff knows and follows department and County rules, as well as sound work and safety practices, in order to accomplish the job objectives and avoid injury or loss.
2. Allocates human and fiscal resources, as authorized by the County Board, to ensure department goals are achieved in a cost-effective manner. Analyzes expenditures, expected needs, future cost projections, and sources of funding in order to develop detailed budgets. Reviews year-to-date spending reports, and monitors performance against plan during the entire budget cycle. Works to ensure the most cost-effective alternatives are identified when planning expenditures. Prepares requests for annual funding and presents requests to County Administrator.
3. Responsible for communications that maintain relationships key to the function of the County; plans and carries out communications at a level that can impact the morale and performance of staff.
4. Administers the property tax system. Establishes tax rates for all taxing districts in the County and certifies rates to adjoining counties for overlapping districts. Verifies tax levies for all taxing units within the County; reduces certified levies in accordance with levy limits as necessary. Oversees the maintenance of the property records system including proofing, approving, and signing documents and forms, and keeping accurate records of ownership for proper tax billing.

*Position Description*

5. Calculates and oversees the calculation of taxes due for both proposed and final tax statements annually, as well as various tax settlements and bills. Oversees the preparation and mailing of tax statements and special assessments, and a variety of chargebacks, credits and billings. Oversees the collection of payments and credits to proper accounts.
6. Oversees and performs delinquency functions through forfeiture procedures, including sending notices, preparing and publishing the annual delinquent tax list, collections, filing liens, set up and collection of confession of judgment, and all requirements of the process.
7. Certifies and sets up Tax Increment Financing Districts, calculates TIF taxes, and performs related reporting functions.
8. Administers the collection and disbursement of all County funds and maintains the accuracy and integrity of the County's accounting system, internal auditing, treasury and investment functions, and safeguards the County's assets. Oversees the payment of operating expenses of all general fund offices, as approved by the County Board. Oversees the coding and entering of all purchases and income by general fund offices. Performs treasury, cash management, banking functions, and management of investments; deposits and invests monies collected until paid out, per Minnesota Statute § 385.07. Responsible for safeguarding of all County funds.
9. Oversees County payroll functions.
10. Oversees the preparation of annual 1099's and related reporting.
11. Serves as chief election official for the County and oversees and administers all election activity and procedures for federal, state, local, district, and special elections. Responsibilities include, but are not limited to:
 - 11.1 Oversees voter registration, candidate filing, and campaign expense report filing, and maintains related records; operates electronic statewide voter registration system;
 - 11.2 Designs, proofs, approves, and orders regular, absentee, test, and sample ballots for all precincts;
 - 11.3 Orders, proofs, and approves the programming for the electronic precinct counters and voter assisted machines;
 - 11.4 Conducts public accuracy tests;
 - 11.5 Oversees administration of absentee voting, including transmitting secure electronic absentee ballots and materials to overseas voters; operates County and UOCAVA Absentee Ballot Boards;
 - 11.6 Prepares training curriculum, and conducts training for election judges, municipal clerks, and other election officials;
 - 11.7 Oversees the acquisition and distribution of all necessary election supplies and materials for each of the voting precincts;
 - 11.8 Remains in the office until all election returns are in; tabulates and reports result totals; posts election audits and recounts; conducts County canvassing board meeting; and certifies election results to the Secretary of State.



Position Description

12. Oversees the operations of the County Auditor-Treasurer's Office, and manages a variety of services and activities provided by the office, including, but not limited to: Developing and implementing procedures and policies for the office; completing a variety of required reports and certifications; managing all aspects of passport acceptance within the office; issuing of various licenses, such as liquor, tobacco, gambling, etc.
13. Researches and maintains a current working knowledge of a multitude of state statutes, policies, procedures, accounting principles, GASB pronouncements, etc., to administer the property tax system and financial activities, and to operate proper elections in the County.
14. Participates in redistricting procedures following ten-year census.
15. Maintains numerous County records relating to schools, census maps, municipal annexations, etc.
16. Performs other job-related duties as assigned.

MINIMUM QUALIFICATIONS

Bachelor's degree in Business Administration, Accounting, Finance, or closely related field, and five years of relevant experience; OR an equivalent combination of education and experience. Training in public elections is preferred.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of department and County organization and administrative policies, procedure, and practices; applicable county, state, and federal laws, rules, and regulations; government accounting and finance as related to fiscal and financial obligations of the County; internal accounting controls; financial analysis of revenues and expenditures; the Minnesota property tax system; federal and state election laws, rules, and procedures; current office practices; financial investment activities and banking operations relative to government operations; human resources, leadership, labor law, and payroll practices.

Skill in reading, writing, and speaking English proficiently; in organizing and prioritizing work; public relations skills for dealing with the public, staff, and contractors to resolve problems or to explain departmental operations and procedures; operating computers and all other job-related equipment.

Ability to develop and maintain effective working relationships with County Board, County Coordinator, County department heads, other County staff, other state and federal agency staff, contractors, and members of the public; operate computers, financial spreadsheet and other software, and all other job-related equipment; demonstrate effective oral and written English communication skills; understand and carry out oral and written instructions; use good judgment and make sound, independent decisions; prioritize and delegate work; effectively supervise subordinates; settle disputes; work under pressure; research and accurately interpret and administer a wide variety of state statutes and federal laws; select competent staff, and train them to perform their duties in an effective, efficient manner; and supervise staff in a manner conducive to efficient performance and high morale.

EQUIPMENT

**Position Description**

Standard office equipment including computer, calculator, copier, telephone, and other job-related equipment.

WORKING CONDITIONS

Work is performed primarily in an office setting, with frequent computer use and regular local travel; occasional overnight travel is required. Occasionally required to drive or work in adverse weather conditions. Occasionally required to work late hours. The job involves dealing with and calming individuals who are emotionally charged over an issue. There is extensive attention to detail and deadlines.

PHYSICAL REQUIREMENTS

Climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing, repetitive motions.

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.

Intermittently moves equipment up to 80 pounds (election equipment and supplies).

ADA CONSIDERATIONS

The County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Board approved: 5/18/2020

Requested Meeting Date: 05/18/21
(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration:
Authorize Advertisement for Bids for the Repair of County Ditch 2

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>
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Submitted by: Chris Berg	Department: Land Services
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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):
A public hearing was held January 7, 2020, regarding a repair petition received by the County for County Ditch 2. At the January 21, 2020, County Board Meeting, the Drainage Authority appointed Garrett Monson of Houston Engineering, Inc. as the Engineer to examine County Ditch 2 and make a final repair report. The repair report was issued July 8, 2020, and revised July 20, 2020. A public hearing was held on September 1, 2020, to consider public input on the repair report. The public hearing was tabled until the October 6, 2020, County Board Meeting. The public hearing was again tabled until the October 20, 2020, County Board Meeting. At the October 20, 2020, Commissioner Oslin motioned, and Commissioner Peterson seconded, to approve the findings in the repair report and order directing repair of the drainage system. Bid opening is planned for June 15, 2021, and a recommendation to the Board will be made on July 6, 2021. An informational public meeting will be held between bid opening and a recommendation to the Board.

Alternatives/Options/Comments:

Recommended Action/Motion:
Approve motion to authorize advertisement for bids for the repair of County Ditch 2.

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.)
 Bid advertisement, relevant dates

Board action: (for use by Recording Secretary)
☐ Approved ☐ Denied ☐ Tabled: _____

Advertisement for Bids

Sealed bids for the CD 2 Repair, Mille Lacs County, Mille Lacs County, MN, will be received by through Quest VirtuBid (vBid) until 2:00 p.m. Central Time on Tuesday, June 15, 2021, at which time they will be opened, read aloud, and tabulated. The bid opening can be accessed via the following:

Call-In Number: +1 763-445-9351
Conference ID: 721 278 374#

It is the intent to provide a recommendation of award to the County Board on July 6, 2021 for its selection and award of contract.

The major items of work consist of the following approximate quantities:

Excavation of Existing Channel (P), 21,905 linear feet.
Installation of 649 linear feet of culverts (various sizes)
Seeding & Mulch (P), 12.9 acres

The contract is a unit price contract and is described in detail in Division 0 of the Project Specifications.

No work shall commence sooner than October 2021 or when harvest is completed in the work area, whichever occurs later. All work included in the contract other than warranty work shall be completed by June 15, 2022.

The contract documents are available at www.QuestCDN.com, project #7778948 for a fee of \$30.00. Bids will ONLY be received and accepted via the online electronic bid services through QuestCDN.com. Bids must be accompanied by a bidder's bond equal to at least five percent (5%) of the total amount of the bid.

A non-mandatory, virtual pre-bid meeting will be held on Tuesday, June 8 at 2:00 p.m. The meeting can be accessed as follows:

Phone: +1 763-445-9531 (Conference ID: 721 278 374#)

A bid bond in an amount equal to five (5) percent of the bid price is required for this project.

Mille Lacs County reserves all authority to accept or reject any or all bids and to waive informalities therein.

Questions regarding the project may be directed to Garrett Monson, Houston Engineering, at 763-493-6688. The deadline for questions is Thursday, June 10, 2021.

Repair Project Dates

Date of Advertisement for Bids: 5/18/2021

Pre-Bid Meeting: 6/8/2021

Bid Opening Date: 6/15/2021

Date of Recommendation to Board: 7/6/2021

Work Start Date: 10/15/2021 or after harvest, whichever is later

Mille Lacs County Board Meeting Tuesday, January 7, 2020

HOLD PUBLIC HEARING ON REPAIR OF COUNTY DITCH 2

Environmental Resources Manager Dillon Hayes reviewed the history of the County Ditch 2 petition. Hayes discussed the quotes received and the required public hearing. Hayes stated that five miles of the ditch require repair work. Cmsr Wilhelm motioned to open the public hearing on County Ditch 2 at 9:30 a.m.; Cmsr Oslin seconded. Motion carried.

Al Bekius questioned why sections of County Ditch 2 had been cleaned only 7 years ago, while other sections had not been cleaned for 30 years. Hayes stated that repairs are completed according to the petitions received. Hayes stated that a resident must request a repair by filing a petition; the repair work must then be approved by the County Board prior to the work being completed. Bekius requested information regarding the budget process for ditch repair. Administrator Oman stated that Bekius must reach out to Hayes to submit a data request for that information.

Ron Newman is located near the bottom of the ditch. Newman stated that he had previously spoke on the significant effects the ditch has on his farm. Newman stated he would like to see the repair project moving forward to complete the work requested. Newman stated he would also be interested in viewing the costs associated with the repair. Newman thanked the County Board for the opportunity to speak.

Cmsr Wilhelm motioned to close the public hearing regarding County Ditch 2 at 9:39 a.m.; Cmsr Reynolds seconded. Motion carried.

Hayes stated that the next step would be for the County Board to review the quotes received and appoint an engineer for the project. Hayes noted that the cost of the repair will be included in the engineer's report.

Mille Lacs County Board Meeting Tuesday, September 1, 2020

HOLD PUBLIC HEARING TO CONSIDER PUBLIC INPUT ON COUNTY DITCH 2 REPAIR REPORT

Environmental Resources Manager Dillon Hayes discussed the history of the County Ditch 2 Repair report and introduced Garrett Monson to the County Board via teleconference. Monson provided a thorough explanation of the engineer's report on County Ditch 2, provided an estimated project timeline, and answered the Commissioners' questions. Cmsr Wilhelm motioned to open the public hearing on the County Ditch 2 Repair Report at 9:27 a.m.; Cmsr Oslin seconded. Motion carried. Ron Newman stated that his farm is located in the middle of the ditch project. Newman presented questions regarding a potential double culvert on 75th Street, and the belief that the current culvert is too high. Monson addressed the question and stated that further alterations could be made to the plan and have that location reevaluated. Newman stated that the ditch drains about 2,000 acres. Discussion occurred regarding the proper drainage of the ditch system. Newman requested the ditch improvement so that it would not flood his land located at the bottom of the drainage system. Environmental Resources Manager Hayes reviewed the ditch summary and spoke about ditch restoration versus ditch improvement. Discussion occurred regarding the benefits associated with the historical design to the current ditch design. Cmsr Wilhelm motioned to close the public comment portion of the public hearing at 9:55 a.m.; Cmsr Reynolds seconded. Motion carried. Cmsr Wilhelm requested additional information regarding ditch restoration versus ditch improvement in addition to payment options. Cmsr Wilhelm motioned to table the public hearing until the Tuesday, October 6, 2020 County Board Meeting at or after 9:00 a.m.; Cmsr Oslin seconded. Motion carried.

Mille Lacs County Board Meeting Tuesday, October 6, 2020**RESUME PUBLIC HEARING TO CONSIDER PUBLIC INPUT ON COUNTY DITCH 2 REPAIR REPORT**

Environmental Resources Manager Hayes stated that the previous public hearing would be resumed from the County Ditch 2 Repair Report. Hayes stated that many landowners did not want to see this repair go forward, but would rather see a smaller repair on the downstream section completed. Hayes stated that state statute indicates that if the repair is necessary, it must be completed. Hayes reviewed the feedback received from landowners at the previous meetings. Cmsr Oslin motioned to the open public hearing for discussion regarding the County Ditch 2 Repair Report at 9:09 a.m.; Cmsr Reynolds seconded. Motion carried. Cmsr Wilhelm requested moving forward with the project, receiving bids, and re-evaluating the expenses associated with the project. Discussion occurred among the Commissioners regarding the Couth Ditch 2 culverts and the expenses associated with the project. Cmsr Reynolds motioned to close the public comment portion of the public hearing at 9:14 a.m.; Cmsr Wilhelm seconded. Motion carried. Cmsr Oslin motioned to table the public hearing until the Tuesday, October 20, 2020 County Board Meeting at or after 9:00 a.m.; Cmsr Reynolds seconded. Cmsr Wilhelm abstained. Motion carried.

Mille Lacs County Board Meeting Tuesday, October 20, 2020**RESUME PUBLIC HEARING TO CONSIDER PUBLIC INPUT ON COUNTY DITCH 2 REPAIR REPORT**

Environmental Resources Manager Hayes recommended opening the public hearing for discussion; Hayes noted that the public comment portion of the public hearing did not need to be reopened. Cmsr Wilhelm motioned to resume the public hearing on the County Ditch 2 Repair Report at 9:10 a.m.; Cmsr Reynolds seconded. Motion carried. Discussion occurred among the Commissioners regarding the investment of the repairs and the project's expenses. Cmsr Oslin motioned to approve the findings and order directing repair of the drainage system; Cmsr Peterson seconded. Cmsr Wilhelm abstained. Motion carried.

Work Session 5/18 – Land Services Update

Ditch Committee Parameters Proposal

- Include Rinke Noonan on the meetings.
- No more than two commissioners may be in attendance without providing notice as a public meeting pursuant to the Open Meeting Law.
- Discussions arising out of the ditch committee may not be communicated with other commissioners due to the risk of conducting serial meetings in violation of the Open Meeting Law.
- Committee meets quarterly.
- Agendas will be set and issued prior to meeting.
- Committee Members: Auditor/Treasurer, Drainage Inspector, Commissioner Wilhelm, Commissioner Tellinghuisen.
- Policy Review: Committee reviews existing policy as written, any policy changes must meet Statute.
- Process Review: repair petitions, inspections, assessments.
- Planning: abandonment discussions, future projects, maintenance.
- Ditch Project Updates: review current projects, review projects after completion for pros/cons.
- Committee provides updates and recommendations to Drainage Authority.

Great Northern Trail – tentative flyer to be mailed and survey link to be determined.

Extending the Great Northern Trail to Milaca		Princeton Great Northern Railway Depot 101 10th Ave. So., Princeton MN 55371
Public Engagement Event		Wed. June 16, 2021 4-7pm
Partners and stakeholders have been working together on planning for developing the full length of the Great Northern Trail for recreation. Your input is needed to determine the preferred route from Zimmerman to Milaca. Please provide input online through our survey at: LINK or by attending the public event!		
RSVPs are required to adhere to COVID guidelines. Reserve your time by visiting: www.SUGgnt.com Or by contacting Gina Hugo gina.hugo@co.sherburne.mn.us 763-765-3308		
		
		

Requested Meeting Date: 05/18/21
(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Authorize Closure of County Roads 29 & 31 in Princeton on June 10, 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: 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: 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): The City of Princeton has requested the closure of County State Aid Roads 29 and 31 for the "Rum River Festival Parade" taking place on June 10, 2021.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve closure of CSAH 29 and 31.	
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.) Street Closure Permit submitted May 14th.	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	



Public Works Department
635 2nd Street SE
Milaca, MN 56353
(320) 983-8201
Fax: (320) 983-8383
E-mail: publicworks@millelacs.mn.gov

Street Closing Permit Application (Community or Private Event)
County Policy – May 1, 1990

CSAH 29 & 31 County Road _____

PERMIT # _____

PERMIT FEES AND TERMS

☒ Community Event: No Charge with Insurance Agreement

☐ Private Event: \$500 with County Board Approval and Insurance Agreement

Also subject to the terms and conditions as stated in attached Agreement to Close Road dated May 1, 1990.

The County Public Works Department will furnish and install minimal traffic control devices to re-route traffic if requested.

Name of Applicant: City of Princeton / Chamber of Commerce		Circle One: Community Event or Private Event
Address: 705 2 nd Street North		Name of Event: Rum River Festival Parade
Telephone Number: City 763-389-2040 Chamber 763-389-1764	Fax Number: City 763-389-0993	Date and Time of Event: June 10 th - 9am to 9pm
Detailed Description of Road Closing (starting and end point, etc.): Proposed to be closed, CSAH 29 from 6 th Street South to First Street and CSAH 31 from CSAH 29 to 8 th Ave		

Dated 5/14/21

Signature Shauna Jenkins

FOR OFFICE USE ONLY			
Approval Granted by County Board on:		Resolution Received on:	Certificate of Insurance Received on:
BARRICADES			
Number of Barricades Picked Up	Name of Person Picking up Barricades:	Dated Picked Up:	Date Returned:

AGREEMENT TO CLOSE A COUNTY ROAD

May 1, 1990

Mille Lacs County authorizes the closure of County Road _____ subject to the following conditions:

1. The City and any sponsoring organization assert they have reviewed all possible alternative sites for the event and have determined that closing the county road is the only feasible alternative.
2. The City has passed a resolution requesting the closure and authorizing signing of this Agreement and assures the street will be closed only for the times specified in the resolution.
3. The City agrees to assume all county costs and county liability of whatever nature related to the closing and temporary use of the road by the City and agrees to hold the County harmless for all actions and liability related to the closing of the road including, but not limited to the loss of property access, loss of delay of emergency access, traffic related accidents, carnival related accidents, and general liability.
4. The City agrees to provide and attach to this Agreement ten (10) days prior to the closure a liability insurance certificate from the City or the sponsor with the County named co-insured with no exceptions in an amount of \$1,500,000 for any number of single claims arising out of a single occurrence, \$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case.
5. Unless all liability is assumed by the City in writing and insured against by the certificate described in Item 4, the City shall provide and attach to this Agreement ten (10) days prior to the closure a liability insurance certificate in the amounts described in Item 4 above from any such organization that is present and involved in activities which may subject the organization to liability where the organization, or activities, are located within the road right-of-way.
6. The City shall provide sufficient reflectorized three board barricades with "road closed" signs attached that the road will be completely barricaded from edge to edge in such a way that traffic cannot enter the closed area. Advanced warning signs stating "road closed ahead" with a specified and signed detour shall be provided. The City shall periodically inspect the barricades to assure they remain in place at all times and take extra care at areas of access used for deliveries of material to the site where vendors or others may move barricades. All signs shall meet the MUTCM requirements.
7. The City shall assure that no holes are dug in the street pavement or posts or pins driven into the pavement.
8. The City shall be responsible for removal of all debris on the street right-of-way and the adjacent neighborhood and shall remove it within 24 hours of the end of the event at its expense.
9. The damage to the road, sidewalk, or boulevard shall be repaired by the City at its cost.

This Agreement becomes effective upon the signature of the City and County, and the attachment of the Certificate of Insurance documents. The Agreement terminates upon acceptance of the road by the County Engineer and satisfaction of all sections of the Agreement and settlement of all litigation or actions that arise.

CITY OF

Princeton
Shawna Kentius

Signature

Title

City Clerk

Dated

5-14-21

COUNTY OF MILLE LACS

Paul Osht

Signature

Title

County Board Chairman

Dated

5/18/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Princeton Insurance Agency 104 So Rum River Dr Princeton MN 55371		CONTACT NAME: Kim Sautter PHONE (A/C, No, Ext): (763) 389-3650 FAX (A/C, No): (763) 389-3651 E-MAIL ADDRESS: Kims@PrincetonIns.com	
INSURED Princeton Area Chamber Of Commerce PO Box 563 Princeton MN 55371-0563		INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18988	

COVERAGES**CERTIFICATE NUMBER:** 2021-2022 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			08228602	02/15/2021	02/15/2022	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 2,000,000
			PRODUCTS - COMP/OP AGG \$ 1,000,000				
			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000				
			BODILY INJURY (Per person) \$				
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						BODILY INJURY (Per accident) \$
			PROPERTY DAMAGE (Per accident) \$				
			EACH OCCURRENCE \$				
			AGGREGATE \$				
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08156784	02/15/2021	02/15/2022	☒ PER STATUTE ☐ OTHER
			E.L. EACH ACCIDENT \$ 100,000				
			E.L. DISEASE - EA EMPLOYEE \$ 100,000				
			E.L. DISEASE - POLICY LIMIT \$ 500,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Princeton and Mille Lacs County are named as additional insured in regards to:
Rum River Festival Events 2021

CERTIFICATE HOLDER**CANCELLATION**

City of Princeton 705 Second Street North Princeton MN 55371	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Kim Sautter</i>

RESOLUTION #21-24

**A RESOLUTION REQUESTING THAT THE COUNTY OF MILLE LACS
ALLOW THE CITY OF PRINCETON TO ANNUALLY CLOSE A PORTION
OF RUM RIVER DRIVE (CSAH 29) FOR VARIOUS PRINCETON EVENTS**

WHEREAS, the City of Princeton desires that various sections of County State Aid Highway 29 (Rum River Drive) and various sections of County State Aid Highway 31 (1st Street North) be closed annually at the various times on the days noted below for the following noted community events, and

1. The Rum River Festival Parade held June 8, 2019 from approximately 1:00 PM to 5:00 PM. Proposed to be closed: CSAH 29 from 6th Street South to 1st Street and CSAH 31 from CSAH29 to 8th Ave
2. Princeton Block Party held on July 26th, 2019 from approximately noon to 10:00 PM. Proposed to be closed is CSAH 29 from 2nd Street South to 2nd Street North and CSAH 31 from 6th Ave to 4th Ave.

WHEREAS, the City agrees to the comply with the terms of the County agreement for closing county roads dated May 1, 1990 in all respects, and

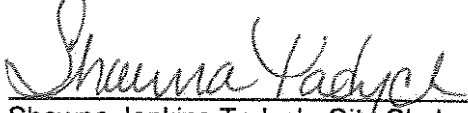
WHEREAS, the City has reviewed all alternate locations for the events and has determined the county road is the only feasible location at which to hold the events, and

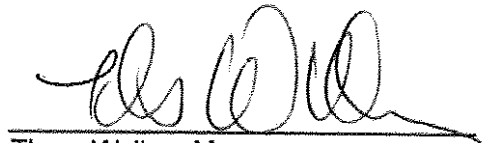
WHEREAS, the City has obtained the necessary insurance certificates from sponsors and any carnival or commercial vendors involved,

NOW THEREFORE, BE IT RESOLVED, that the City of Princeton hereby requests the County allow the city of Princeton to close the CSAH 29 on the time and dates of each year as noted above and, further, hereby authorizes the City Administrator to execute the agreement with the County.

ADOPTED this 13th day of May, 2021

ATTEST:


Shawna Jenkins Tadych, City Clerk


Thom Walker, Mayor