



ORIGINAL

Meeting Agenda
Regular Meeting of the County Board

Tuesday, June 15, 2021 at 9:00 a.m.
County Board Room, Upper Level of the Historic Courthouse

8:00 AM

Work Session (County Board Room):

- Tech Services will train on tablets
- Public Works

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 06/01/2021 County Board Meeting Minutes
- 4.2 Review of Auditor's Warrants
- 4.3 Accept Annual County Boat and Water Safety Grant in the amount of \$9,785.00
- 4.4 Approve CAO Transcription Agreement
- 4.5 Schedule Public hearing Regarding Changes to SSTS Ordinance
- 4.6 County Employee Resignation Summary
- 4.7 Probation Department Office Coordinator Vacancy
- 4.8 Approve Updated Committee Updates
- 4.9 Approve Payment to Counsel for Legal Services
- 4.10 Approve Payment to Counsel for Legal Services

9:10 AM

5. REGULAR AGENDA

- 5.1 Consider Revised Resolution to Approve Variance for Match Portion of the Reduced Conflict Intersection Construction
- 5.2 Consider Reflectorized Pavement Coatings Contract
- 5.3 Consider PWD Resolution No. 2021-6-15-21-12 to Accept 101 Grading, Base, and Bituminous Surfacing Project
- 5.4 Consider Resolution No. 06-15-2021-01 2020 End-of-year Ditch Fund Transfers
- 5.5 Approve Liquor, Beer, & Wine Licenses
- 5.6 Consider Civic Clerk Agenda Management System
- 5.7 Approve Tobacco Licenses
- 5.8 Approve Revising Position Description

9:30 AM

6. COMMITTEE REPORTS

09:59 AM

7. ADJOURN

JANUARY



Meeting Agenda
Regular Meeting of the County Board

Work Session (County Board Room):

1. Land Services update
-
-

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 06/15/2021
(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Approve 6/01/2021 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: Lisa Herges	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Lisa Herges, Interim County Coordinator	
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: <u>Grammatical Changes</u>	

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

Chairperson Oslin noted there are no additions or deletions to the agenda.

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.

CONSENT AGENDA

Chairperson Oslin asked to pull agenda item 4.13 for review. A motion was made by Cmsr Peterson, seconded by Cmsr Wilhelm, to approve the following consent agenda items. A roll call vote was called, Commissioners Wilhelm, Reynolds, Oslin, Tellinghuisen and Peterson voted aye. Motion carried.

- Approve 05/11/2021 County Board Meeting Minutes
- Approve 05/18/2021 County Board Meeting Minutes
- Approve 05/21/2021 County Board Meeting Minutes
- Review of Auditor's Warrants
- Authorize Closure of County Roads 29 & 31 in Princeton on June 10, 2021
- Approve Payment to Counsel for Legal Services
- Schedule County Board Work Sessions
- Accept Donation for K9 Unit
- Approve Property Tax Abatement
- Approve Property Tax Abatement
- Consider Approval of Small Cities Development Program Drug-Free Workplace Policy
- Approve Commissioners' Mileage and Per Diems-May 2021

CONSIDER APPROVAL OF ADDENDUM TO THE 2021 MILLE LACS ACADEMY HOST COUNTY CONTRACT

Community and Veterans Services Director Beth Crook reviewed the contract and changes within the contract. Cmsr Wilhelm motioned to approve the Addendum to the 2021 Mille Lacs Academy Host County Contract, Commissioner Reynolds seconded. Roll call vote was called, Commissioners Wilhelm, Reynolds, Oslin, Tellinghuisen and Peterson voted aye. Motion carried.

APPROVE LIQUOR, BEER, & WINE LICENSES

County Auditor Treasurer Eric Bartusch reviewed the licenses and stated that one license will be pulled due to the passing of the owner. Commissioner Wilhelm motioned to approve the Liquor, Beer and Wine Licenses; Commissioner Tellinghuisen seconded. A roll call vote was called, Commissioners Wilhelm, Reynolds, Oslin, Tellinghuisen and Peterson voted aye. Motion carried.

ACCPET RESIGNATION OF COUNTY AUDITOR-TREASURER

Personnel Director Holly Wilson reviewed the resignation letter of the County Auditor-Treasurer. Commissioner Wilhelm motioned to accept the Resignation of Mille Lacs County Auditor-Treasurer in good standing, Commissioner Reynolds seconded. A roll call vote was called, Commissioners Wilhelm, Reynolds, Oslin, Tellinghuisen and Peterson voted aye. Motion carried.

TRANSFER COUNTY ADMINISTRATOR RESPONSIBILITIES TO COUNTY COORDINATOR

County Auditor-Treasurer Eric Bartusch reviewed the agenda item. Commissioner Reynolds motioned to approve all County Administrator responsibilities noted in contracts and policies to transfer to the County Coordinator, Commissioner Tellinghuisen seconded. A roll call vote was called, Commissioner Peterson voted nay, Commissioners Wilhelm, Reynolds, Oslin and Tellinghuisen voted aye. Motion carried.

APPROVE PURCHASE OF PICNIC TABLES ALLOTTED BY SHIP GRANT

Human Resources Manager Karly Feters reviewed the grant and grant use. Commissioner Peterson motioned to approve the Purchase of Picnic Tables Allotted by SHIP Grant, Commissioner Wilhelm seconded. A roll call vote was called, Commissioners Wilhelm, Reynolds, Oslin, Tellinghuisen and Peterson voted aye. Motion carried.

APPROVE LABOR AGREEMENT WITH LOCAL UNION NO. 70

Mille Lacs County Board Meeting
Tuesday, June 1, 2021

Human Resources Manager Karly Feters reviewed the labor agreement. Personnel Director Holly Wilson discussed that the contract is a one-year contract and discussed the number of county employees that are in the union. Commissioner Wilhelm motioned to approve the Labor Agreement with Local Union No. 70; Commissioner Reynolds seconded. A roll call vote was called, Commissioners Wilhelm, Reynolds, Oslin, Tellinghuisen and Peterson voted aye. Motion carried.

CONSIDER PRINTING POSTCARD AND POSTAGE FROM MINUTEMEN

Community and Veterans Services Director Beth Crook reviewed the request for the postcards. Commissioner Reynolds discussed having vaccine options posted on the Counties Website. Reynolds stated that the website is a better option for residents to receive vaccine information rather than postcards that can easily be lost. Community Health Services Administrator and Supervisor Kay Winterfeldt reviewed the information the county has available on the county website and agreed more information should be posted. Commissioner Wilhelm motioned to table Printing Postcard and Postage from Minutemen; Commissioner Reynolds seconded. A roll call vote was called, Commissioner Oslin voted aye, Commissioners Wilhelm, Reynolds, Tellinghuisen and Peterson voted nay. Motion failed.

Wilhelm motioned to approve Printing Postcard and Postage from Minutemen with improvements discussed, Commissioner Peterson seconded. A roll call vote was called, Commissioners Reynolds and Oslin voted nay, Commissioners Peterson Tellinghuisen and Wilhelm voted aye. Motion carried.

COMMITTEE REPORTS

None.

Cmsr Wilhelm motioned to adjourn the meeting 9:43 a.m.; Cmsr Tellinghuisen seconded. A roll call vote was called; Cmsr Wilhelm, Reynolds, Oslin, Tellinghuisen, and Peterson voted aye. Motion carried.

ATTEST:

Lisa Herges
Interim County Coordinator

David Oslin
County Board Chairperson

**Board Agenda Request Form**
Board of County Commissioners**Requested Meeting Date:** 06/15/2021*(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: Lisa Herges	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Lisa Herges, Interim County Coordinator	
Summary of Issue <i>(include previous Board or Committee actions and/or minutes, as well as applicable dates):</i> The County Board has authorized the County Auditor-Treasurer and the County Administrator to approve claims for payment according to guidelines adopted by the Board. Claims paid in such a manner are summarized and presented to the Board for review.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Review of Auditor's Warrants.	
Financial Impact: <i>Is there a cost associated with this request?</i> ☐ Yes ☐ No <i>What is the total cost, including tax and shipping?</i> \$ _____ <i>Are funds available in the budget?</i> ☐ Yes ☐ No <i>If no, please explain:</i> _____	
Additional Information Attached: ☐ Contract/Agreement <i>Approved by County Attorney's Office:</i> ☐ Yes ☐ No <i>If no, please explain:</i> _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Auditor's Warrants	
Board action: <i>(for use by Recording Secretary)</i> ☐ Approved ☐ Denied ☐ Tabled:	

MLKAREN

6/4/21 10:40AM

1 County Revenue Fund

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 2

Vendor		Warrant Description	Service Dates	Invoice #	Account/Formula	Descripti	1099
No.	Account/Formula	Amount		Paid On Bhf #	On Behalf of Name		
1	292 Herges/Lisa	1,424.47	PAY PERIOD ENDING 5/29/2021		Reimb Collections-P/R & Misc		N
	292 Herges/Lisa	1,424.47	1 Transactions				
4	15008 Onamia City	36.73	MONTHLY UTILITIES		Utility Services		N
	15008 Onamia City	36.73	1 Transactions				
5	2587 Verizon Wireless	1,333.99	CELL PHONES		Phone		N
9	01-201-000-0000-6203	41.68	DV COURT-GREELEY		Phone		N
6	01-202-000-0000-6203	250.08	CELL PHONES		Phone		N
7	01-205-000-0000-6203	41.68	CELL PHONES		Phone		N
10	01-251-000-0000-6203	166.72	CELL PHONES		Phone		N
8	01-283-000-0000-6203	41.68	CELL PHONES		Phone		N
	2587 Verizon Wireless	1,875.83	6 Transactions				
11	23072 Waynes Sanitation LLC	44.88	S&R UTILITIES		Utility Services		N
	01-205-000-0000-6251	44.88	1 Transactions				
	23072 Waynes Sanitation LLC	3,381.91	County Revenue Fund	4 Vendors	9 Transactions		
1 Fund Total:							

MLKAREN

6/4/21

10:40AM

11 Community and Veterans :

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor	Name	No.	Account/Formula	ACCT	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula	Descripti	1099
2	11-420-640-0000-6835	139	Mn Child Support Payment Center			60.00	MCI# 0015510548				Reimb Collections	N
3	11-420-640-0000-6835					445.00	MCI# 0014210924				Reimb Collections	N
139	Mn Child Support Payment Center					505.00		2 Transactions				
11 Fund Total:						505.00	Community and Veterans Servi		1 Vendors		2 Transactions	
Final Total:						3,886.91	5 Vendors	11 Transactions				



*** Mille Lacs County ***

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund	Fund	AMOUNT	Name
	1	3,381.91	County Revenue Fund
	11	505.00	Community and Veterans Servit
All Funds		3,886.91	Total

Approved by,

for Bortusch
.....
WV
.....
6/8/21
.....

A large, stylized handwritten signature, likely of the auditor, written in black ink.

MLKAREN

6/3/21 2:09PM

85 School Districts 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	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name			1099
1	9016 Ind School Dist No 333								
	85-851-000-0000-6805		12,793.00	1ST & 2ND HALF ESTIMATE		Collected For Other Agencies			N
	9016 Ind School Dist No 333		12,793.00	1 Transactions					
2	33334 Ind School Dist No 473								
	85-851-000-0000-6805		312,149.00	1ST & 2ND HALF ESTIMATE		Collected For Other Agencies			N
	33334 Ind School Dist No 473		312,149.00	1 Transactions					
3	54153 Ind School Dist No 477								
	85-851-000-0000-6805		1,358,439.00	1ST & 2ND HALF ESTIMATE		Collected For Other Agencies			N
	54153 Ind School Dist No 477		1,358,439.00	1 Transactions					
4	51055 Ind School Dist No 480								
	85-851-000-0000-6805		587,278.00	1ST & 2ND HALF ESTIMATE		Collected For Other Agencies			N
	51055 Ind School Dist No 480		587,278.00	1 Transactions					
5	9015 Ind School Dist No 912								
	85-851-000-0000-6805		1,858,189.00	1ST & 2ND HALF ESTIMATE		Collected For Other Agencies			N
	9015 Ind School Dist No 912		1,858,189.00	1 Transactions					
85 Fund Total:			4,128,848.00	School Districts Fund	5 Vendors	5 Transactions			
Final Total:			4,128,848.00	5 Vendors	5 Transactions				

MLKAREN
6/3/21

2:09PM

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Page 3

Recap by Fund	Fund	AMOUNT	Name
	85	4,128,848.00	School Districts Fund
All Funds		4,128,848.00	Total

Approved by,

ac Buttsch
.....

6/8/21
.....

[Signature]
.....

6/9/21

3:47PM

3:47PM

1 County Revenue Fund

Mille Lacs County

Audit List for Board Auditor's Vouchers Entries

Page 2

Vendor No.	Vendor Name	Account/Formula	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description
			Accr		Service Dates	Paid On Bhf #	On Behalf of Name
76652	SCI Broadband						
4		01-201-0000-6203		136.95	SHERIFF'S INTERNET-WAHKON	Phone	N
76652	SCI Broadband			136.95	1 Transactions		
1 Fund Total:				136.95	County Revenue Fund	1 Vendors	1 Transactions

*** Mille Lacs County ***



MLKAREN
6/9/21 3:47PM
10 Public Works Department

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

<u>Vendor Name</u>		<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Service Dates</u>	<u>Invoice #</u>	<u>Account/Formula Descripti</u>	<u>1099</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>				<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
1	13053 Milaca/City Of		35.31	WATER & SEWER-MILACA			Water & Sewer	N
2	10-340-000-0000-6255		26.56	MILACA TESTING LAB			Water & Sewer	N
	13053 Milaca/City Of		61.87		2 Transactions			
3	76652 SCI Broadband		136.95	PW INTERNET-WAHKON			Phone	N
	10-340-000-0000-6203		136.95		1 Transactions			
10 Fund Total:			198.82	Public Works Department		2 Vendors	3 Transactions	
Final Total:			335.77	3 Vendors		4 Transactions		

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund	Fund	AMOUNT	Name
	1	136.95	County Revenue Fund
	10	198.82	Public Works Department
All Funds		335.77	Total

Approved by, *Exc. Bookish*

[Signature]

6/9/21

[Signature]

MLKAREN

6/9/21 2:42PM

1 County Revenue Fund

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 2

Vendor Name		Rpt	Warrant Description		Amount	Invoice #		Account/Formula Description	1099
No.	Account/Formula		Accr	Service Dates		Paid On Bhf #	On Behalf of Name		
77807	Enterprise FM Trust								
2	01-201-000-0000-6565			VEHICLE MAINT FEE	2,979.59		Repair & Maintenance-Auto	N	
1	01-201-000-0000-6605			NEW SQUAD LEASE	5,346.97		Vehicles	N	
4	01-202-000-0000-6565			VEHICLE MAINT FEE	10.00		Repair & Maintenance-Auto	N	
3	01-202-000-0000-6605			NEW SQUAD LEASE	921.44		Vehicles	N	
5	01-205-000-0000-6565			VEHICLE MAINT FEE	68.69		Repair & Maintenance-Auto	N	
7	01-251-000-0000-6565			VEHICLE MAINT FEE	10.00		Repair & Maintenance-Auto	N	
6	01-251-000-0000-6605			NEW SQUAD LEASE	664.21		Vehicles	N	
77807	Enterprise FM Trust				10,000.90				
							7 Transactions		
3392	Madden Galanter Hansen Llp								
8	01-035-000-0000-6261			OCT 2020 SERVICES	2,638.36		Professional Services	Y	
9	01-035-000-0000-6261			DEC 2020 SERVICES	2,430.47		Professional Services	Y	
3392	Madden Galanter Hansen Llp				5,068.83				
							2 Transactions		
13028	Milaca City Public Works								
10	01-110-000-0000-6251			01-1811-00-0	100.06		Utility Services	N	
11	01-110-000-0000-6251			01-16261-00-1	912.06		Utility Services	N	
12	01-110-000-0000-6251			01-13286-00-5	87.06		Utility Services	N	
13028	Milaca City Public Works				1,099.18				
							3 Transactions		
46024	Milaca Local Link								
13	01-060-000-0000-6205			HWY LINES	199.95		M-Net Hookup	N	
14	01-281-000-0000-6203			E-911 CIRCUIT	1,231.84		Phone	N	
46024	Milaca Local Link				1,431.79				
							2 Transactions		
2587	Verizon Wireless								
23	01-060-000-0000-6839			CVS AIR CARDS	70.02		reimb collections-inter office	N	
24	01-060-000-0000-6839			PW AIR CARDS	35.01		reimb collections-inter office	N	
22	01-063-000-0000-6203			AIR CARDS	35.01		Phone	N	
17	01-201-000-0000-6203			AIR CARDS	1,505.52		Phone	N	
18	01-202-000-0000-6203			AIR CARDS	105.03		Phone	N	
19	01-202-000-0000-6203			AIR CARDS	35.01		Phone	N	
20	01-251-000-0000-6203			AIR CARDS	35.01		Phone	N	
21	01-283-000-0000-6203			AIR CARDS	35.01		Phone	N	
2587	Verizon Wireless				1,855.62				
							8 Transactions		
1 Fund Total:					19,456.32		County Revenue Fund	5 Vendors	22 Transactions

MLKAREN

6/9/21

2:42PM

11 Community and Veterans :

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor Name No. Account/Formula Rpt Accr Amount Warrant Description Service Dates Invoice # Account/Formula Descripti 1099
Paid On Bhf # On Behalf of Name

15	11-420-640-0000-6835	Mn Child Support Payment Center	110.00	MCI# 0014182560	Reimb Collections	N
16	11-420-640-0000-6835	Mn Child Support Payment Center	801.60	MCI# 0011300217	Reimb Collections	N

2 Transactions

911.60

11 Fund Total:

911.60

Community and Veterans Servi

1 Vendors

2 Transactions

Final Total:

20,367.92

6 Vendors

24 Transactions



MLKAREN
6/9/21

2:42PM

**** Mille Lacs County ****

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund	Fund	AMOUNT	Name
	1	19,456.32	County Revenue Fund
	11	911.60	Community and Veterans Service
All Funds		20,367.92	Total

Approved by,

Loe Gotsch
[Signature]
6/9/21
[Signature]

*** Mille Lacs County ***

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name	Account/Formula	Accr	Rpt	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula	Descripti	1099
Paid On Bhf # On Behalf of Name											
77437	Further	01-003-000-0000-6261			900.50	PARTICIPANT FEES	1 Transactions		Professional Services		N
77437	Further				900.50						
13056	Mille Lacs Cty Auditor Treasurer										
	01-060-000-0000-6841				14.03	FLS-STATE DEED TAX	1 Transactions	09-969-5660	Reimb Collections-Forf Land Sale		N
13056	Mille Lacs Cty Auditor Treasurer				14.03						
2927	Mille Lacs Cty Land Service Office										
	01-060-000-0000-6841				46.00	FLS-RECORDING FEE	1 Transactions	09-969-5660	Reimb Collections-Forf Land Sale		N
2927	Mille Lacs Cty Land Service Office				46.00						
13106	Mille Lacs Drift Skippers Snowmobile Club										
	01-510-000-0000-6850				1,890.16	TRAIL MAINT	1 Transactions		Snowmobile/Atv Trail Payments		N
13106	Mille Lacs Drift Skippers Snowmobile Club				1,890.16						
77821	MN DVS Special Services										
	01-060-000-0000-6243				19.25	2013 FORD FUSION #1			Registration Fees		N
	01-060-000-0000-6243				19.25	2014 FORD FOCUS #32			Registration Fees		N
	01-060-000-0000-6243				19.25	2016 CHEVY EQUINOX #34			Registration Fees		N
	01-060-000-0000-6243				19.25	2014 FORD FOCUS #28			Registration Fees		N
77821	MN DVS Special Services				77.00		4 Transactions				
2743	Neogov										
	01-035-000-0000-6261				250.00	CANDIDATE TEXT MESSAGING	1 Transactions		Professional Services		N
2743	Neogov				250.00						
18091	Rum River Sno Riders										
	01-510-000-0000-6850				1,797.83	TRAIL MAINT	1 Transactions		Snowmobile/Atv Trail Payments		N
18091	Rum River Sno Riders				1,797.83						
2587	Verizon Wireless										
	01-201-000-0000-6203				63.03	CELL PHONES			Phone		N
	01-251-000-0000-6203				126.03	CELL PHONES			Phone		N
2587	Verizon Wireless				189.06		2 Transactions				
77818	WEX Bank										
	01-060-000-0000-6563				673.58	FLEET CAR FUEL			Gasoline		N
	01-110-000-0000-6563				49.90	MAINT GAS			Gasoline		N
	01-110-000-0000-6563				106.75	VEHICLE 1408			Gasoline		N



*** Mille Lacs County ***

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Vendor No.	Account/Formula	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula	Descripti	1099
2	01-201-000-0000-6261	10.00	PAPER DELIVERY SERVICE			Professional Services		N
6	01-201-000-0000-6563	10,627.95	DEPUTY GAS			Gasoline		N
7	01-201-000-0000-6565	51.00	DEPUTY MAINT			Repair & Maintenance-Auto		N
8	01-202-000-0000-6563	546.87	CRT SEC GAS			Gasoline		N
9	01-205-000-0000-6563	633.37	B&W GAS			Gasoline		N
0	01-251-000-0000-6563	97.44	HUNT JAIL GAS			Gasoline		N
1	01-251-000-0000-6565	18.00	HUNT JAIL MAINT			Repair & Maintenance-Auto		N
3	01-617-000-0000-6563	172.44	ER TRUCK #22			Gasoline		N
77818	WEX Bank	12,987.30						
			11 Transactions					

Fund Total:

18,151.88

County Revenue Fund

9 Vendors

23 Transactions

*** Mille Lacs County ***

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Vendor No.	Name Account/Formula	Amount	Rpt Accr	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
77818	WEX Bank						
4	10-340-000-0000-6563	4,205.62		PW GAS		Gasoline	N
5	10-340-000-0000-6570	9,345.51		DIESEL-PW		Diesel	N
77818	WEX Bank	13,551.13		2 Transactions			
0 Fund Total:		13,551.13		Public Works Department	1 Vendors	2 Transactions	



Vendor Name		Rpt		Invoice #		Account/Formula Descripti	
No.	Account/Formula	Accr	Amount	Warrant Description	Service Dates	Paid On Bhf #	On Behalf of Name
139	Mn Child Support Payment Center						
1	11-420-640-0000-6835		801.60	MCI# 0011300217			Reimb Collections N
2	11-420-640-0000-6835		40.00	MCI# 0011095937			Reimb Collections N
3	11-420-640-0000-6835		1,000.00	MCI# 0015008294			Reimb Collections N
4	11-420-640-0000-6835		6.95	MCI# 0014221034			Reimb Collections N
5	11-420-640-0000-6835		20.00	MCI# 0014447119			Reimb Collections N
6	11-420-640-0000-6835		50.00	MCI# 0014151894			Reimb Collections N
139	Mn Child Support Payment Center		1,918.55		6 Transactions		

1 Fund Total:

1,918.55 Community and Veterans Servi 1 Vendors 6 Transactions

ILKAREN

/2/21 2:22PM

Capital Projects Fund

*** Mille Lacs County ***

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 6

Vendor		<u>Name</u>	<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Service Dates</u>	<u>Invoice #</u>	<u>Account/Formula Descripti</u>	<u>1099</u>
3	78347	QUINN FENCE A MN FENCE COMPANY					5,190.00	1ST HALF FENCE REPAIR	1 Transactions		Building Improvements	N
		37-873-000-0000-6626					5,190.00					
	78347	QUINN FENCE A MN FENCE COMPANY										
7 Fund Total:							5,190.00	Capital Projects Fund		1 Vendors	1 Transactions	



INTEGRATED
FINANCIAL SYSTEMS

*** Mille Lacs County ***

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Recap by Fund	Fund	AMOUNT	Name
	1	18,151.88	County Revenue Fund
	10	13,551.13	Public Works Department
	11	1,918.55	Community and Veterans Servi
	37	5,190.00	Capital Projects Fund
	81	904.00	Taxes & Penalties Fund
All Funds		39,715.56	Total

Approved by,

Com Bartsch
G. Bartsch
6/12/2021



Board Agenda Request Form

Board of County Commissioners

Requested Meeting Date: 06/15/21

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

Title of Item for Consideration: Accept annual county boat and water safety grant in the amount of \$9,785.00	
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): Mille Lacs County Sheriff Don Lorge applied for and received the 2021 annual boat and water safety grant in the amount of \$9,785.00 This grant will be used to offset cost in providing boat and water safety for Mille Lacs County for the 2021 year. The Sheriff is asking the Board to accept the annual boat and water safety grant from the Minnesota Department of Natural Resources.	
Alternatives/Options/Comments: 	
Recommended Action/Motion: Accept the annual boat and water safety grant in the amount of \$9,785.00	
Financial Impact: Is there a cost associated with this request? ☐ Yes ☐ No What is the total cost, including tax and shipping? \$ _____ Are funds available in the budget? ☒ Yes ☐ No If no, please explain: _____	
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: _____	



**2021 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT CONTRACT AGREEMENT**

ENCUMBRANCE WORKSHEET

Contract#

PO#

State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2021	Source Type State	Vendor Number 0000197304-001
Total Amount \$9,785	Project ID R29G70CGBLA19	Billing Location R297000221	DUNS 052712841	

Accounting Distribution:

Fund 2100	Fin. Dept. ID R2937714	Appropriation ID R297400	Category 84101501	Account 441302	Activity A4CG002
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Grant Begin Date January 1, 2021	Grant End Date June 30, 2022
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Grantee Name and Address:

Mille Lacs County Sheriff's Office
640 Third Street 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 ANNUAL COUNTY BOAT AND WATER SAFETY 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 Street SE, Milaca, MN 56353, (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 Statutes § 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
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.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** January 1, 2021 or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for 2021 grant expenditures incurred back to effective date. 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:** June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant 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 Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

Reporting Requirements: The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing. Exhibit "B", which is attached and incorporated into this grant further defines reporting requirements.

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.** The State will pay for all services performed by the Grantee under this grant contract agreement 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 up to Nine thousand seven hundred eighty-five dollars (\$9,785).
 - (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 Nine thousand seven hundred eighty-five dollars (\$9,785).
- 4.2 **Payment**
 - (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first in a form prescribed by the State within the dates previously noted in "Term of Grant Contract Agreement" in this contract.

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) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (b) The grantee must not contract with vendors who are suspended or debarred in MN:
<http://www.mnd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

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

6 Authorized Representative

The State's Authorized Representative is 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 Street SE, Milaca, MN 56353. 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," 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's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9 Audits (State and Single)

Under Minn. Stat. §16B.98, subd. 8, 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.

10 Government Data Practices and Intellectual Property

- 10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract 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 Workers' Compensation

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

12 Publicity and Endorsement

- 12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract 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.
- 12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract 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.

14 Termination

- 14.1 **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.
- 14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:
- (a) It does not obtain funding from the Minnesota Legislature.
 - (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 contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

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

16 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.

17 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).

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. State Boat 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 Minnesota Statutes § 16A.15.

Signed: _____

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: [Signature] _____

Title: Sheriff _____

Date: 05-27-2021 _____

By: [Signature] _____

Title: County Board Chairperson _____

Date: 11/15/2021 _____

3. **STATE AGENCY: NATURAL RESOURCES**

By: _____
(With delegated authority)

Distribution:

1. DNR - OMBS
2. Grantee
3. State's Authorized Representative

ALLOWABLE EXPENDITURES & REPORTING REQUIREMENTS

2021 BOAT & WATER SAFETY STATE GRANT PROGRAM

Use these guidelines when completing the proposed Budget --- Exhibit "A" form.

GENERAL - All of the expenditures listed below must be directly related to the boat and water safety program. When personnel or equipment costs are split between general law enforcement duties and boat and water safety work, the percentage paid out of the boat and water safety account may not exceed the percentage of time the individual or piece of equipment is actually used for boat and water safety enforcement. Boat and water safety activities are those activities outlined in: 1) M.S. § Chapter 86B, 2) Minn. Rules - Chapter 6110, 3) search and recovery operations in the waters of the state and 4) the portions of Chapter 169A that are applicable to motorboats.

(SPENDING PLAN, INVOICES, ACCOUNTING and REPORTS) -- Submit one reimbursement invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. The proposed expenditures listed on your spending plan (Exhibit A) must reasonably match both your invoice and annual year-end report. If you need to purchase or pay for something that was not on the original Spending Plan, you will need to first send in a revised plan (Exhibit A) signed by the sheriff or designee, and if approved by the State, proceed from there. The Grantee must satisfactorily submit all annual performance reports and reimbursement requests for each year of participation in this Program by the date(s) requested by the State, unless the Grantee requests an extension in writing and the State approves an extension in writing. Minnesota statutes and rules require that you have a separate account for the state boat & water safety funds.

PERSONNEL - Personnel expenses (including salary, insurance, social security, retirement, worker's compensation, etc.) for persons who are actually engaged in boating and water safety duties. Records or logs of time spent on the program are necessary to support these expenses and should be retained not less than three years. If officer hours are a part of your reimbursement, please send one (1) completed officer log for the time period in which reimbursement is being requested.

SUPPLIES AND EXPENSES - This includes uniforms, fuel, oil, lubricants, repairs, rental/lease costs (docks, buildings, office facilities, equipment, etc.), insurance, travel costs, training expenses and expendable supplies (fuel, rope, paint, printing, etc.). No cell phone charges will be allowed. All expenditures need to be verifiable as allowable expenditures under this grant. Items must be listed on Exhibit A (proposed spending plan) of this grant and be descriptive in nature.

EQUIPMENT - Includes boats, motors, trailers, buoys, depth locators, radios, etc. Equipment that is being used for general duties may be either charged to the boat and water safety account according to percentage of use or by mile/hour of operation. Mileage logs showing dates, odometer readings and assignment are necessary to support all vehicle use and should be retained not less than three years. If you purchase equipment and it is greater than \$5,000, please submit a copy of the purchase invoice. The purchase of snowmobiles and ATVs with boat and water funds is not allowed.

County sheriff's departments are urged to contact Boat and Water Safety at the Minnesota Department of Natural Resources for a determination prior to any questionable proposed expenditure. All expenditures are subject to state audit. Be sure to keep accurate documentation and records of all expenditures.



DEPARTMENT OF NATURAL RESOURCES

Conflict of Interest Disclosure

Conflict of Interest:

A conflict of interest (actual, potential, or perceived) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

Actual Conflict of Interest:

An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily, create a conflict of interest, depending on the nature of the relationship between the two parties. A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Perceived Conflict of Interest:

A perceived conflict of interest is any situation in which a reasonable third party would conclude that conflicting duties or loyalties exist. A disclosed perceived conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties
- A grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties
- A grantee or potential grantee has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative (AR):

I certify that we will maintain an adequate Conflict of Interest Policy and throughout the term of our agreement we will monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

I also certify that I have read and understand the description of conflict of interest above and as of this date (Check one of the two boxes below):

☒ I do not have any conflicts of interest relating to this project.

☐ I have an actual, potential, perceived, or organizational (*circle*) conflict of interest. The nature of the conflict is as follows:

If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State's Authorized Representative.

Grantee AR's Printed Name: Don Lange

Date: 05-27-2021

Grantee AR's Signature: Don Lange

Organization Name: Willow Lake County Sheriff's

Project Name: 2021 MN DNR State Boating Grant

State AR's Printed Name: _____

Date: _____

State AR's Signature: _____



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 06/15/21

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

Title of Item for Consideration: Approve CAO Transcription 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: Joe Walsh, County Attorney	Department: CAO
Who will attend the meeting and be able to respond to questions? Give name and title: Joe Walsh, County Attorney	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): This contract memorializes an already existing relationship for a private contractor to provide transcription services to the Mille Lacs County Attorney's Office as necessary for trial purposes. While some transcriptions are completed by the Sheriff's Office and local police departments, there are a number of transcriptions that we must arrange to have completed including State Patrol audio and video, body cam video, scene audio, and others. Local court rules require transcripts to be completed for all audio/video recordings submitted at trial. This is particularly necessary when a case is appealed.	
Alternatives/Options/Comments: None.	
Recommended Action/Motion: Approve agreement	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$18.50 hourly 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: _____	

TRANSCRIPTION SERVICE AGREEMENT

This Agreement for Transcription Service is between the COUNTY OF MILLE LACS, STATE OF MINNESOTA, 635 2nd Street SE Milaca, MN 56353 ("COUNTY"), on behalf of the Mille Lacs County Attorney's Office, and Dolores O. Mitz, 9610 E Coyote Trail, Hereford, AZ 85615 ("CONTRACTOR").

The parties agree as follows:

1. TERM

CONTRACTOR shall furnish services to COUNTY on an as-needed basis pursuant to Minnesota Statutes section 13.05, subdivision 11 for a period of one year from the date of this Agreement. This Agreement shall continue for successive one-year terms on the anniversary date of full execution of this Agreement in the absence of Notice pursuant to paragraphs 13 & 16 herein.

2. SERVICES TO BE PROVIDED

As directed by COUNTY, and specifically as requested by the Office of the Mille Lacs County Attorney, CONTRACTOR shall access and transcribe Confidential Data.

As used herein, the term "Confidential Data" shall mean audio and video recordings conducted by law enforcement agencies or local social services agencies providing reports to the Mille Lacs County Attorney made available by COUNTY, as set forth herein, exclusively for the performance of Services.

As used herein, the term "Transcription Deliverable(s)" shall mean the transcription of Confidential Data in all formats, written or electronic, including any subset, portion, piece, view, duplication, copy, or sampling thereof.

CONTRACTOR shall safeguard and protect all Confidential Data from unauthorized access.

CONTRACTOR shall only use Confidential Data as directed by COUNTY and as reasonable and necessary to perform Services. Except as required by law or as directed in writing by COUNTY: (i) CONTRACTOR shall not disclose, sell, market, distribute or otherwise make any Confidential Data available to any third-party other than duly authorized CONTRACTOR personnel; (ii) CONTRACTOR shall not use, copy, duplicate or replicate the Confidential Data for any use or

purpose other than the Services; and (iii) CONTRACTOR shall not sell, exploit, or further develop the Confidential Data. CONTRACTOR shall restrict access to Confidential Data to CONTRACTOR personnel that need such access to perform Services. Prior to receiving or acquiring any Confidential Data, CONTRACTOR shall advise any Personnel that may have access to Confidential Data of the obligations imposed by this Agreement. CONTRACTOR shall not permit any individual to access Confidential Data unless and until the individual has executed an agreement sufficient (i) to ensure compliance with the obligations herein; (ii) to protect and safeguard the Confidential Data; and (iii) to ensure protection of COUNTY's rights under this Agreement. CONTRACTOR shall make said agreements available upon request.

Upon expiration or termination of this Agreement for any reason, or as directed in writing by COUNTY, CONTRACTOR will promptly return or destroy all Confidential Data, including but not limited to all duly authorized shared copies of Confidential Data as well as CONTRACTOR's copies, duplicates, subsets, pieces or samplings thereof.

Nothing in this Agreement is intended to nor shall be construed as conveying to CONTRACTOR, either expressly or by implication, any right, title or interest in any Confidential Data including but not limited to any copyright, trade secret or other right, whether intellectual or otherwise.

Where applicable, works of authorship created by CONTRACTOR for COUNTY in performance of this Agreement, including but not limited to Transcription Deliverables, shall be considered "works made for hire" as defined in the U.S. Copyright Act. All right, title and interest in all copyrightable material which CONTRACTOR may conceive or originate either individually or jointly with others, and which arises out of the performance of this Agreement, are the property of COUNTY. CONTRACTOR assigns to COUNTY all right, title, interest and copyrights in and to the copyrightable material. CONTRACTOR shall also, upon request of COUNTY, execute all papers and perform all other acts necessary to assist COUNTY to obtain and register copyrights in those materials.

CONTRACTOR warrants that, when legally required, CONTRACTOR shall obtain the written consent of both the owner and licensor to reproduce, publish, and/or use any material supplied to COUNTY including, but not limited to, software, hardware, documentation, and/or any other item. CONTRACTOR further warrants that any material or item delivered by CONTRACTOR will not violate the United States copyright law or any property right of another.

3. PAYMENT FOR SERVICES

On a monthly basis, CONTRACTOR shall invoice COUNTY the Confidential Data actually transcribed. Payment for services shall be made directly to CONTRACTOR after completion of the services and upon the presentation of a claim as provided by law governing COUNTY's payment of claims and/or invoices. Payment shall be made within forty-five (45) days from receipt of the invoice.

CONTRACTOR shall not provide services under this Agreement without receiving a purchase order supplied by COUNTY. This purchase order will typically be sent via email.

The rate charged for transcription by CONTRACTOR shall \$18.50 per hour.

4. FORENSIC INTERVIEW TRANSCRIPTIONS

Some Confidential Data that may be sent by COUNTY to CONTRACTOR may consist of audio and video recorded forensic interviews of child victims. These interviews are protected from disclosure by Minnesota Statutes sections 13.82, subds. 9 & 17(g), 13.821, 611A.90, & 144.291-98. Forensic interviews are also routinely and specifically protected from disclosure by protective orders. CONTRACTOR agrees that, for each forensic interview she receives as part of Confidential Data, (1) that CONTRACTOR submits to the jurisdiction of the Mille Lacs County District Court regarding enforcement of any protective order related to a forensic interview, (2) that CONTRACTOR will not view, transfer, copy, or otherwise disclose a forensic interview without carefully reviewing copy of the protective order governing its release and strictly abiding by its terms, (3) that CONTRACTOR agrees that she is subject to the Mille Lacs County District Court's contempt powers for any violation of such a protective order. COUNTY agrees that any forensic interviews sent to CONTRACTOR for transcription shall be clearly marked as such and attach a copy of the applicable protective order.

5. INDEPENDENT CONTRACTOR

CONTRACTOR shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting CONTRACTOR as the agent, representative, or employee of COUNTY for any purpose. CONTRACTOR is and shall remain an independent contractor for all services performed under this Agreement. CONTRACTOR shall secure at its own expense all personnel required in performing services under this Agreement. CONTRACTOR's personnel and/or subcontractors engaged to

perform any work or services required by this Agreement will have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law or Minnesota Statutes, chapter 176 (which may be referred to as the "Workers' Compensation Act"), on behalf of any personnel, including, without limitation, claims of discrimination against CONTRACTOR, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

6. NON-DISCRIMINATION

In accordance with COUNTY's policies against discrimination, CONTRACTOR shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable federal or state laws against discrimination shall be subjected to discrimination.

7. INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its present and former officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of CONTRACTOR to perform any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any liability, claims or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of CONTRACTOR personnel, the unlawful disclosure and/or use of protected data, or other noncompliance with the requirements of the provisions set forth herein.

8. DUTY TO NOTIFY

CONTRACTOR shall promptly notify COUNTY of any claim, action, cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the services described in this Agreement.

CONTRACTOR shall also notify COUNTY whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or COUNTY, might become the subject of a claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising out of and/or related to the services described in this Agreement.

9. PRIVATIZATION OF SERVICES

The requirements of MN. Stat. 13.05, Subd. 11 apply to this contract pursuant to the terms of 13.05, subd. 6. COUNTY is contracting with CONTRACTOR to prepare transcriptions for the COUNTY on an as-needed basis pursuant to Minn. Stat. § 13.05, subd. 11. CONTRACTOR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data possessed by CONTRACTOR in performance of providing any function of COUNTY required by this contract as if CONTRACTOR were a government entity. This clause does not create a duty on the part of CONTRACTOR to provide access to private data to the public if the public data is available from COUNTY except as may otherwise be required by the terms of this contract. The civil remedies of Minnesota Statutes 13.08 apply to the release of the data referred to in this clause by either COUNTY OR CONTRACTOR.

CONTRACTOR shall promptly notify COUNTY if CONTRACTOR becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data or privacy laws.

10. RECORDS – AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, COUNTY, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONTRACTOR and involve transactions relating to this Agreement. CONTRACTOR shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

11. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. CONTRACTOR binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.
- B. CONTRACTOR shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of COUNTY. A consent to assign shall be subject to such conditions and provisions as COUNTY may deem necessary, accomplished by execution of a form prepared by COUNTY and signed by CONTRACTOR, the assignee and COUNTY. Permission to assign, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement.
- C. CONTRACTOR shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of COUNTY. Permission to subcontract, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement. Further, CONTRACTOR shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CONTRACTOR and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement. CONTRACTOR shall make contracts between CONTRACTOR and subcontractors available upon request. For clarification and not limitation of Section 15E, none of the following constitutes assent by COUNTY to a contract between CONTRACTOR and a subcontractor, or a waiver or release by COUNTY of CONTRACTOR's full compliance with the requirements of this Section: (1) COUNTY's request or lack of request for contracts between CONTRACTOR and subcontractors; (2) COUNTY's review, extent of review or lack of review of any such contracts; or (3) COUNTY's statements or actions or omissions regarding such contracts.
- D. As required by Minnesota Statutes section 471.425, subd. 4a, CONTRACTOR shall pay any subcontractor within ten (10) days of CONTRACTOR's receipt of payment from COUNTY for undisputed services provided by the subcontractor, and CONTRACTOR shall comply with all other provisions of that statute.

12. MERGER, MODIFICATION AND SEVERABILITY

- A. The entire Agreement between the parties is contained herein and supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. Any alterations, variations or modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties. Except as expressly provided, the substantive legal terms contained in this Agreement including but not limited to Indemnification, Insurance, Merger, Modification and Severability, Default and Cancellation/Termination or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

13. DEFAULT AND CANCELLATION/TERMINATION

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, CONTRACTOR shall be in default. Unless CONTRACTOR's default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for COUNTY to delay payment until CONTRACTOR's compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to CONTRACTOR.
- B. The above remedies shall be in addition to any other right or remedy available to COUNTY under this Agreement, law, statute, rule, and/or equity.
- C. COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such

consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

- D. This Agreement may be canceled/terminated with or without cause by either party upon thirty (30) day written notice.
- E. CONTRACTOR has an affirmative obligation, upon written notice by COUNTY that this Agreement may be suspended or cancelled/terminated, to follow reasonable directions by COUNTY, or absent directions by COUNTY, to exercise a fiduciary obligation to COUNTY, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

14. SURVIVAL OF PROVISIONS

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination.

15. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. CONTRACTOR shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.
- B. If the source or partial source of funds for payment of services under this Agreement is federal, state or other grant monies, CONTRACTOR shall comply with all applicable conditions of the specific referenced or attached grant.
- C. CONTRACTOR certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings.

16. NOTICES

Unless the parties otherwise agree in writing, any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent via electronic mail and U.S. Mail. If receipt is confirmed via electronic mail, that will be sufficient to act as notice under this Agreement.

17. CONFLICT OF INTEREST

CONTRACTOR affirms that to the best of CONTRACTOR's knowledge, CONTRACTOR's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to CONTRACTOR, CONTRACTOR shall immediately notify COUNTY of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise COUNTY whether CONTRACTOR will or will not resign from the other engagement or representation. Unless waived by COUNTY, a conflict or potential conflict may, in COUNTY's discretion, be cause for cancellation or termination of this Agreement.

18. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Mille Lacs, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota.

COUNTY OF MILLE LACS
STATE OF MINNESOTA

By: David Oslin

David Oslin, Board Chair

Date: 10/15/2021

By: Lisa Herges

Lisa Herges, Interim County Coordinator

Date: 6/18/2021

CONTRACTOR

By: Dolores Ortiz

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STATE OF MINNESOTA

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David Oslin, Board Chair

Date: 6/15/2021

By: Lisa Herges
Lisa Herges, Interim County Coordinator

Date: 6/18/2021

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David Oslin, Board Chair

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Lisa Herges, Interim County Coordinator

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STATE OF MINNESOTA

By: David Oslin

David Oslin, Board Chair

Date: 6/15/2022

By: Lisa Herges

Lisa Herges, Interim County Coordinator

Date: 6/18/2022

CONTRACTOR

By: Dolores Ortiz

Printed Name: Dolores O. Mitz

Printed Title: Transcriptionist

Date: Apr. 1, 2021

**Board Agenda Request Form**
Board of County Commissioners**Requested Meeting Date:** 06/15/21*(Board meets the 1st and 3rd Tuesday of each month)*

Title of Item for Consideration: Schedule Public Hearing Regarding Changes to SSTS Ordinance	
Consent Agenda ☐ Approve/Deny Motion ☐ Information Only ☒ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: _____ minutes ☐ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Chris Berg	Department: Land Services
Who will attend the meeting and be able to respond to questions? Give name and title: Chris Berg, Land Services Director/Land Commissioner	
Summary of Issue <i>(include previous Board or Committee actions and/or minutes, as well as applicable dates):</i> Revisions to the SSTS Ordinance are proposed. The Minnesota Pollution Control Agency has reviewed the proposed changes and has commented that the proposed changes are allowed by State Rule.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Schedule Public Hearing regarding proposed changes to the Mille Lacs County Subsurface Sewage Treatment System Ordinance for July 6, 2021 during the regular County Board Meeting.	
Financial Impact: <i>Is there a cost associated with this request?</i> ☐ Yes ☒ No <i>What is the total cost, including tax and shipping?</i> \$ _____ <i>Are funds available in the budget?</i> ☐ Yes ☐ No <i>If no, please explain:</i> _____	
Additional Information Attached: ☐ Contract/Agreement <i>Approved by County Attorney's Office:</i> ☐ Yes ☐ No <i>If no, please explain:</i> _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Notice of Hearing, Ordinance Revisions	
Board action: <i>(for use by Recording Secretary)</i> ☐ Approved ☐ Denied ☐ Tabled: _____	

OFFICIAL COPY

MILLE LACS COUNTY CODE OF ORDINANCES

ORDINANCE NO.: ADMN-07

MILLE LACS COUNTY SUBSURFACE SEWAGE TREATMENT SYSTEM ORDINANCE

ARTICLE ONE: PURPOSE AND AUTHORITY

- 101 **STATUTORY AUTHORIZATION.** This ordinance is adopted pursuant to the authorization and policies contained in Minnesota Statutes §115.55, Minnesota Statutes §145A.01 through §145A.08, Minnesota Statutes §375.51, and Minnesota Administrative Rules Chapters 7080, 7081, and 7082. All statutory references contained herein assume that they may be amended from time to time and such amendments are adopted by reference.
- 102 **PURPOSE.** The purpose of this ordinance is to establish the following:
- (1) Minimum standards for and regulation of SSTS in unsewered, incorporated and unincorporated areas, of Mille Lacs County; and
 - (2) Permit requirements for installation, alteration, repair or expansion of SSTS; and
 - (3) Requirements for all SSTS permitted under the revised Minnesota Administrative Rules, Chapters 7080 -7082, to be operated under an approved management plan; and
 - (4) Standards for upgrade, repair, replacement, or abandonment of SSTS; and
 - (5) Provisions for enforcement of these requirements; and

(6) Penalties for failure to comply with these provisions.

103 INTENT. It is intended by Mille Lacs County that this Ordinance will promote the following:

(1) The protection of lakes, rivers and streams, wetlands, and groundwater in Mille Lacs County essential to the promotion of public health, safety, welfare, socioeconomic growth, and development of the County in perpetuity.

(2) The regulation of proper SSTS construction, reconstruction, repair and maintenance, to prevent the entry and migration of contaminants, thereby protecting the degradation of surface water and groundwater quality.

(3) The establishment of minimum standards for SSTS placement, design, construction, reconstruction, repair and maintenance to prevent contamination and, if contamination is discovered, the identification and control of its consequences and the abatement of its source and migration.

(4) The regulation of privy vaults and other non-water carried sewage collection and storage facilities.

104 EFFECTIVE DATE. The provisions set forth in this ordinance shall become effective on August 4, 2020.

ARTICLE TWO: GENERAL PROVISIONS

201 DEFINITIONS. Unless specifically defined, words or phrases used in this ordinance shall be interpreted to give them the same meaning they have as defined in Minnesota Statutes and give this ordinance it's most reasonable application. For the purpose of this ordinance, the words "must" and "shall" are mandatory and not permissive. All distances, unless otherwise specified, are measured horizontally.

AS-BUILT: Drawings and documentation specifying the final in-place location, elevation, size, and type of all system components, distance(s) and location(s) of all system components in relation to pertinent improvements, property lines, water bodies, and other items as required. These records must identify the results of materials testing and describe conditions during construction. Information provided must be verified by a certified statement.

BEDROOM: For the sole purpose of estimating design flows from dwellings, a room that is designed or used for sleeping.

CERTIFICATE OF COMPLIANCE: A written document issued by the County certifying that a system is in compliance with applicable requirements at the time of inspection.

COUNTY: The Mille Lacs County Board of Commissioners or their designee.

LOT: A parcel of land in a plat recorded in the office of the county recorder or registrar of titles, or a parcel of land created and conveyed using a specific legal description.

LOT LINE ADJUSTMENT: The adjustment or relocation of a lot line between two (2) or more lots, parcels, or tracts, where an additional lot parcel or tract is not created.

MPCA: The Minnesota Pollution Control Agency.

NOTICE OF NONCOMPLIANCE: A written document issued by the County giving notice that the SSTS in question is not in compliance with applicable requirements at the time of inspection.

SALE OR TRANSFER OF PROPERTY: The act by which a party conveys title from one entity to another. The sale and every other method, direct or indirect, of disposing or parting with property, or with an interest therein, or with the possession thereof, absolutely or conditionally, voluntarily, by or without judicial proceedings, as a conveyance, sale, mortgage, gift, or otherwise.

SSTS: Either an individual or a mid-sized subsurface sewage treatment system.

STRUCTURE: Anything constructed or erected on the ground or attached to the ground or on-site utilities, including, but not limited to, buildings, factories, sheds, detached garages, cabins, manufactured homes, recreational vehicles not meeting the exemption criteria specified in the Mille Lacs County Development Ordinance, and other similar items.

- 202 **SCOPE.** This ordinance regulates the siting, design, installation, alteration, operation, maintenance, monitoring, and management of all SSTS within the identified jurisdiction including but not necessarily limited to: individual SSTS, cluster or community SSTS, privy vaults, and other non-water carried SSTS. All sewage within the identified jurisdiction shall be treated and dispersed by an approved SSTS that is sited, designed, installed, operated, and maintained in accordance with the provisions of this ordinance or by a system that has been permitted by the MPCA.
- 203 **JURISDICTION.** The regulations herein governing SSTS shall apply to all areas of the County, except those held in trust by the United States on behalf of the Mille Lacs Band of Ojibwe and cities/townships that have adopted and enforce SSTS regulations on their own behalf.
- 204 **ADMINISTRATION.**

(1) State of Minnesota

Where a single SSTS or group of SSTS under single ownership within one-half mile of each other, have a design flow greater than 10,000 gallons per day, the owner or owners shall make application for and obtain a State Disposal System (SDS) permit from the Minnesota Pollution Control Agency (MPCA). For any SSTS that has a measured daily flow for a consecutive seven-day period which equals or exceeds 10,000 gallons per day, a SDS permit is required.

SSTS serving establishments or facilities licensed or otherwise regulated by the State shall also conform to the requirements of this ordinance.

(2) County

The County shall administer the SSTS program and all provisions of this ordinance. The County shall review, revise and update this ordinance as necessary. The County shall employ or retain under contract qualified and appropriately licensed professionals to administer and operate the SSTS program.

(3) Cities and Townships

Any jurisdiction within the County that regulates SSTS must, at a minimum, comply with the standards and requirements of this ordinance. The standards and ordinance of the jurisdiction may be more restrictive than this ordinance.

- 205 VALIDITY. The validity of any part of this ordinance shall not be affected by the invalidity of any other parts of this ordinance where the part can be given effect irrespective of any invalid part or parts.
- 206 LIABILITY. Any liability or responsibility shall not be imposed upon the County or any of its officials, employees, or other contract agent, its employees, agents or servants thereof for damage resulting from the defective construction, operation, or abandonment of any onsite or cluster treatment system regulated under this rule by reason of standards, requirements, or inspections authorized hereunder.

ARTICLE THREE: GENERAL REQUIREMENTS

- 301 RETROACTIVITY. Permits issued prior to the effective date of this ordinance shall remain valid, under the terms and conditions of issuance, until they expire. Installation of a system permitted under prior standards may commence provided commencement occurs prior to the expiration of the permit.
- 302 UPGRADE, REPAIR, REPLACEMENT, AND ABANDONMENT.

(1) SSTS Capacity Expansions

~~The applicant of a permit to construction the addition of a bedroom to an existing structure has ten (10) months to upgrade, repair, or replace the existing system, provided the existing system is not compliant for the number of bedrooms identified in the permit, and not found to be an imminent threat to public health or safety.~~

Expansion of any existing SSTS shall include any system changes that are necessary to bring the entire system into compliance with the prevailing provisions of this ordinance at the time of the expansion.

(2) Failure to Protect Groundwater

An SSTS that is determined not to be protective of groundwater in accordance with Minnesota Administrative Rules §7080.1500, Subpart 4. B. shall be upgraded, repaired, replaced, or abandoned by the owner in accordance with the provisions of this ordinance within ~~ten (10)~~ **twenty-four (24)** months of receipt of a Notice of Noncompliance.

(3) Imminent Threat to Public Health or Safety

An SSTS that is determined to be an imminent threat to public health or safety in accordance with Minnesota Rules, Chapter 7080.1500, Subp.4A shall be upgraded, repaired, replaced or abandoned by the owner in accordance with the provisions of this Ordinance within 10 months of receipt of a Notice of Noncompliance. The imminent threat to public health or safety must be removed within ten (10) days of notification.

~~The owner of a SSTS that is determined to be an imminent threat to public health or safety in accordance with Minnesota Administrative Rules, §7080.1500, Subpart 4. A. shall, within ten (10) days of receipt of a Notice of Noncompliance, convert the existing septic tank to a water tight holding tank.~~

~~If the septic tank cannot be utilized as a holding tank, it must be replaced within ten (10) days and the new tank shall be utilized as a holding tank until the failing components are upgraded, repaired, replaced, or abandoned. The County may grant an extension of up to thirty days in the event that inclement weather or site conditions prohibit access by trucks and equipment to install the replacement tank.~~

~~Further, the owner shall then upgrade, repair, replace, or abandon the failing system components within the same construction season, or if the receipt of the Notice of Noncompliance occurs within the time period of November 1 to April 15, then such change, repair, or replacement must be completed by June 1 of the calendar year immediately following.~~

(4) Abandonment

Any SSTS, or any component thereof, which is no longer intended to be used, must be abandoned in accordance with Minnesota Administrative Rules Chapter 7080.

- 303 **SSTS IN FLOODPLAINS.** An SSTS shall not be located in a floodway, and wherever possible, the location of a SSTS within any part of a floodplain should be avoided. If no option exists to locate a SSTS outside of a floodplain, location of a SSTS within the flood fringe is allowed if the requirements in Minnesota Administrative Rules §7080.2270 and all relevant local requirements are met.
- 304 **CLASS V INJECTION WELLS.** All owners of new or replacement SSTS that are considered to be Class V injection wells, as defined in the Code of Federal Regulations, Title 40, Part 144, are required by the Federal Government to submit SSTS inventory information to the Environmental Protection Agency as described in CFR40 Part 144. Further, owners are required to identify all Class V injection wells in property transfer disclosures.
- 305 **LICENSURE.** No person shall engage in design, installation, alteration, repair, maintenance, operation, pumping, or inspection of SSTS without an appropriate and valid license and/or certification issued by the MPCA in accordance with Minnesota Administrative Rules Chapter 7083 except as exempt in the same Chapter.

Individuals who obtain a signed site evaluation and design report from a licensed design business may construct their own system to serve a dwelling that is owned by the individual and functions solely as a dwelling or seasonal dwelling for that individual.

Individuals who choose to install their own system as noted above are responsible for fulfillment of all applicable requirements in Minnesota Administrative Rules Chapter 7080, all local requirements, and the installer's responsibilities as defined in Minnesota Administrative Rules §7083.0760, Subpart 2. Furthermore, the execution of an indemnification agreement will be required at the time of application for the necessary construction permit.

- 306 **PROHIBITIONS.** It is unlawful for any person to maintain, occupy, or use any structure intended for human occupancy, or any structure equipped with facilities that would facilitate the discharge of sewage, that does not have a compliant wastewater treatment system in accordance with the provisions of this Ordinance.

It is unlawful for any person to construct, maintain, or use any SSTS regulated under this ordinance that results in the surface discharge of sewage unless a National Pollutant Discharge Elimination System permit has been issued by the MPCA.

Systems prohibited by Minnesota Administrative Rules Chapter 7080 are prohibited by the adoption of these provisions.

ARTICLE FOUR: SSTS STANDARDS

401 STANDARDS ADOPTED BY REFERENCE. The County hereby adopts and incorporates by reference Minnesota Administrative Rules, Chapters 7080 and 7081 in their entirety as now constituted and from time to time amended. This adoption does not supersede the County's right or ability to adopt additional or more restrictive local standards that are in compliance with Minnesota Statute §115.55.

402 LOCAL AMENDMENTS TO ADOPTED STANDARDS. The following provisions are local amendments to those standards found in Minnesota Administrative Rules:

(1) All new and upgraded SSTS for individual dwellings ~~located on parcels of record created prior to June 1, 2015~~ shall be sized for a Classification I dwelling.

(2) Clean outs shall be provided on each lateral with only one sweep in the pipe, and placed within an insulated waterproof container flush with the finished ground surface.

~~(3) With exception of holding tanks, no designs will be accepted during the period between November 1st and April 15th of the subsequent year, unless the County determines that weather and site conditions are appropriate for accurate soil verifications.~~

(4) For uses not defined in Minnesota Administrative Rules, the following holding tank capacities are required:

- a. Detached accessory structures with plumbing and/or bathroom facilities: A minimum of one (1) 500 gallon holding tank

Any use of a holding tank will require the property owner to enter into and comply with the standards of a holding tank agreement supplied by the County.

(5) Compliance inspections for existing systems shall include a site sketch with all setbacks noted, size of tanks and drainfield, and soil borings (unless two borings have already been completed by different inspectors).

- (6) When available, structures used for human occupancy shall be connected to a municipal/public sewer system and may not utilize an SSTS for the treatment and dispersal of sewage. Connection to an available municipal/public system must occur within ten (10) years of that system being available for connection, unless the existing SSTS is found to be noncompliant or an imminent public health threat, in which case it shall be immediately connected to the municipal system. The SSTS must then be abandoned consistent with Minnesota Administrative Rules.
- (7) Type III Systems as described in Minnesota Administrative Rules §7080.2300 deviating from the standards described in Minnesota Administrative Rules §7080.2220 Subpart 2. A. must be designed with thirty-six (36) inches of clean sand meeting the requirements in Minnesota Administrative Rules §7080.2220 Subpart 3. C.
- (8) Holding tanks may be utilized as a compliant wastewater treatment system in accordance with the provisions of this Ordinance, provided that the property owner to enter into and comply with the standards of a holding tank agreement supplied by the County.
- (9) Any activity involving an existing system that requires a permit pursuant to Article 5 of this ordinance shall require that the entire system be brought into compliance with all applicable provisions of this ordinance.
- (10) New lots created after January 23, 1996 shall have a minimum of two (2) soil treatment and dispersal areas that support systems as described in Minnesota Administrative Rules §7080.2200 to §7080.2230 or site conditions described in §7081.0270 Subparts 3 to 7 as applicable, or successor rules.

New lots created after June 1, 2015 unable to meet these provisions must be designed in one of the following manners comply with the following:

- a. ~~Holding tanks as described in Minnesota Administrative Rules §7080.2290 with two (2) times the minimum storage capacity; annual reporting of pumping records shall be required, or~~
- b. Variances from this specific provision may be processed administratively. The Mille Lacs County Land Services Director may process administrative variance requests made on forms provided by the County. In granting a variance, the Land Services Director may impose conditions in the granting of the variance to ensure compliance and to protect adjacent properties and the public interest. A full system designed using the appropriate contour loading rate based on the soil type, structure and depth to saturated soils. In no case will the use of a

~~contour loading rate of twelve (12) be allowed and a minimum of six (6) inches of unsaturated soil is required. To determine the appropriate contour loading rate, refer to the worksheet entitled "Effluent Absorption and Contour Loading Rates for Determining Absorption Area Size and Configuration Using Detailed Soil Descriptions" attached as Appendix A to this ordinance.~~

- ~~i. The County will allow additional perforation spacing (3.5 to 5 feet) per Minnesota Administrative Rules §7080.2050 Subpart 4E Table VI: "Maximum Number of Perforations per Pressure Distribution Lateral" or successor rules; and~~
- ~~ii. The County will allow all four (4) classifications for design flow in accordance with Minnesota Administrative Rules, §7080.1860 Table IV: Design Flow, or successor rules.~~

~~New lots created after June 1, 2015 shall be deed restricted to limit the system design as noted above. Such deed restriction shall be prepared by the County and filed against the property in in the Mille Lacs County Recorder's Office.~~

403 **LOADING RATE.** Minnesota Administrative Rules, §7080.2150 Subpart 3E, Table IX and Table IXa, are both adopted by reference and can be used to size SSTS infiltration areas.

404 **SETBACKS.** On-site sewage treatment systems must be setback from the ordinary high water level in accordance with the following:

Natural Environment Lake:	150 feet
Recreational Development Lake:	75 feet
General Development Lake:	50 feet
Wild River:	150 feet
Remote River:	150 feet
Scenic River:	100 feet
Forested river:	100 feet
Transition River Segments:	100 feet
Recreational River:	75 feet
Agricultural, Urban and Tributary River:	75 feet

- 405 COMPLIANCE CRITERIA, EXISTING SSTS. SSTS built after March 31, 1996 or located in a Shoreland area, Wellhead Protection area, or serving a food, beverage, or lodging establishment as defined under Minnesota Administrative Rule §7080.1100, Subpart 84 shall have a three-foot vertical separation to the periodically saturated soil and/or bedrock. Existing systems that have greater than or equal to 30.6" vertical separation to the bottom of the drainfield may be considered compliant under this ordinance. Additionally, Type IV systems that were permitted with reduced vertical separation shall be deemed compliant provided they meet the permitted reduction. The vertical separation measurement shall be made outside the area of system influence but in an area of similar soil.

All other system compliance criteria shall be as defined in Minnesota Administrative Rules §7080.1500 Subpart 1 through Subpart 6.

- 406 MANAGEMENT PLANS. Management plans are required for all new or replacement SSTS. Existing SSTS that are not operated under a management plan or operating permit must have treatment tanks inspected and provide for the removal of solids every three years if the accumulation meets the limit described in Minnesota Administrative Rules §7080.2450.
- 407 VARIANCES. A property owner may request a variance from the standards specified in this ordinance in accordance with the procedure described in the Mille Lacs County Development Ordinance, Article 12.

The Board of Adjustment shall have the authority only to consider variances to horizontal setbacks from property lines, rights of way, structures, or buildings.

Variances that pertain to the standards and requirements of the State of Minnesota must be approved by the affected State Agency pursuant to the requirements of the State Agency.

ARTICLE FIVE: SSTS PERMITTING

- 501 PERMITS REQUIRED. It is unlawful for any person to construct, install, modify, replace, or operate a SSTS without a permit. A permit shall be obtained from the County prior to the installation, construction, replacement, modification, alteration, repair, rejuvenation, remediation, or capacity expansion of a SSTS. The purpose of this permit is to ensure that the proposed construction activity is sited, designed, and constructed in accordance with the provisions of this ordinance by appropriately certified and/or licensed practitioner(s).
- 502 CONSTRUCTION PERMIT APPLICATION REQUIREMENTS. A permit shall be obtained by the property owner or an agent of the property owner, from the County prior to the installation of a new SSTS, the replacement of an existing SSTS, or for

any repair or replacement of components that will alter the original function of the system.

Permit applications shall be made on forms provided by the County, and signed by the applicant or their designee and the system designer. The application shall include the documents listed below:

- (1) Mille Lacs County Application for SSTs Permit.
- (2) Site Evaluation Report described in Minnesota Administrative Rules §7080.1730.
- (3) Design Report described in Minnesota Administrative Rules §7080.2430.
- (4) Management Plan described in Minnesota Administrative Rules §7082.0600.
- (5) Type II Holding Tank Service Agreement, for systems utilizing a holding tank as described in Minnesota Administrative Rules §7080.2290.
- (6) Type IV and V Operating permit as described in Section 503 of this ordinance.
- (7) Application fee set by the Mille Lacs County Board of Commissioners.

If there is a change in size due to a change in the home design, the changed design forms must be submitted to and approved by the County before installation. A revised set of home plans must also be submitted for the office prior to the issuance of a Certificate of Compliance.

For all systems Minnesota Administrative Rules §7080.1720 Subpart 4 requires three soil observations per site. New construction requires the submittal of three additional soil observations for an alternate site. Percolation tests are required for soil borings completed without the use of a pit. The soil observation locations and soil treatment and dispersal area shall be marked and protected from disturbance, compaction, or other damage by staking, fencing, posting, or other effective method.

~~If the system location changes, soils will have to be verified by the County for the new location. Verification of soils at the new location will require payment of the re-inspection fee payable before or at the time of verification.~~

- 503 APPLICATION REVIEW. The County shall review a permit application and supporting documents within fifteen (15) business days from the date of receipt of the application to determine completeness. Incomplete applications will be denied, and returned to the applicant with a statement of the reasons for denial.

Upon satisfaction that the proposed work will conform to the provisions of this ordinance, the County shall issue a written permit authorizing construction of the SSTS as designed within the timeframe allowed by statute.

If the permit application does not meet the requirements of this ordinance the County shall deny the application. A notice of denial shall be provided to the applicant, with a statement of the reasons for denial.

In the event that for any reason the applicant makes a significant change to the approved application, the applicant must file an amended application detailing the changed conditions for approval prior to initiating or continuing construction, modification, or operation for review.

504 **APPEAL.** The applicant may appeal the decision to deny the Construction Permit in accordance with the procedure described in the Mille Lacs County Development Ordinance, Article 12.

505 **PERMIT VALIDITY.** A construction permit is valid for one (1) year from the date of issuance.

The County may grant a six (6) month extension of the permit if the construction has commenced prior to the original expiration date of the permit and significant progress has been made.

The County may suspend or revoke a permit issued under this section for any false statements, misrepresentations of facts on which the permit was issued, or unauthorized changes to the original system's design, layout, or function. A notice of, and the reasons for, suspension or revocation shall be conveyed in writing to the permit holder. If suspended or revoked, installation or modification of a treatment system may not commence or continue until a valid permit is obtained.

506 **OPERATING PERMIT.** An operating permit shall be required for all Type IV, and V systems and any system installed in accordance with Minnesota Administrative Rules Chapter 7081. Upon issuance of the operating permit, the owner shall comply with the parameters set forth by the permit. Operating permit parameters must meet or exceed Minnesota Administrative Rule §7082.0600 Subpart 2.

When a property is sold or transferred the County shall issue a new operating permit in the new owner's name and the new property owner shall comply with the parameters set forth in the permit.

SSTS with required operating permits located on properties acquired by financial institutions through the foreclosure process shall not be considered noncompliant due

to a lack of monitoring. Upon sale of the foreclosed property, the new owner must comply with the requirements of the existing operating permit.

All operating permits for Type III systems existing at the time of the adoption of this provision shall be considered null and void.

ARTICLE SIX: COMPLIANCE

601 ~~NONCONFORMING SYSTEMS. Mille Lacs County shall require reconstruction of existing nonconforming sewage systems whenever a property is sold or transferred, or when a permit or variance to add a bedroom is required to a property.~~

~~Programs to upgrade nonconforming systems implemented by the County include the following:~~

- ~~(1) A systematic review of existing records to determine which systems in the jurisdiction are nonconforming and requiring reconstruction when necessary.~~
- ~~(2) A systematic on-site inspection program including all properties where adequate record of conformance does not exist, identifying nonconforming or illegal systems and requiring reconstruction when appropriate.~~
- ~~(3) A notification or education program that is oriented toward convincing substantial numbers of property owners to evaluate their sewage systems and voluntarily upgrade the sewage treatment systems, if nonconforming; or~~
- ~~(4) Other programs found to be acceptable to the Commissioner of the Minnesota Department of Natural Resources, when impacting shoreland districts.~~
- ~~(5) A notification or education program for new landowners informing them of the system type, operating permit and management plan requirements, and/or applicable requirements.~~

602 **NEW CONSTRUCTION OR REPLACEMENT.** Compliance inspections must be performed on new or replacement SSTS to determine compliance with Minnesota Administrative Rules and the provisions of this ordinance.

It is the responsibility of the SSTS installer to notify the County, during the hours of operation of County offices, at least 24 hours before any required inspection. The installer shall provide the County with the permit and property identification numbers at this time.

Inspections shall take place during the hours of operation of County offices. The installer shall be present at the time of inspection. Any sewage treatment component covered before approval shall be uncovered at the discretion of the County.

If, for any reason, the installer fails to comply with the provisions of this ordinance, and by doing so necessitates the execution of subsequent inspections, a re-inspection fee will be assessed in an amount set by the Mille Lacs County Board of Commissioners for each subsequent inspection.

The following inspections are required, as applicable:

- (1) Soil Verification ~~prior to permit issuance~~.
- (2) Tank ~~and Soil Treatment System~~ Inspection.
- ~~(3) Soil Treatment System Inspection.~~

~~If the County is not able to provide inspection within twenty-four (24) hours of the requested inspection time the installer may seek approval to cover the system. If approval is granted, date stamped photographs of the entire uncovered system must be provided with the required as-built form.~~

- 603 CERTIFICATES OF COMPLIANCE. The satisfactory completion of construction and necessary inspections as specified by this ordinance shall be documented by issuance of a Certificate of Compliance, certifying that the construction of the system was completed in conformance to the approved design documents. Certificates of Compliance for new systems and/or new system components are valid for five (5) years.

No SSTS shall be placed into operation until a valid Certificate of Compliance has been issued.

A completed as-built, on a form provided by the County, is required before the issuance of a Certificate of Compliance in accordance with Minnesota Administrative Rule §7083.0760. The County reserves the right to refuse any as-built that does not accurately convey the distance(s) and location(s) of all system components, pertinent improvements, property lines water bodies or other items as required. The County reserves the right to refuse future inspections and permits should the as-built not be submitted.

- 604 COMPLIANCE INSPECTIONS REQUIRED. In all areas within the County's jurisdiction, a Compliance Inspection is required:

- (1) Prior to the issuance of a permit or variance to add a bedroom to a structure; or
- (2) For all variances or permits for new construction in the shoreland and wild and scenic river districts; permits issued for re-roofing, siding or window/door replacement are exempt from this provision provided that there is at least one

previous compliance inspection on file with the County since the installation of the SSTS; or

(3) Prior to the sale or transfer of property, unless explicitly exempt below:

- a. The sale or transfer of property in which the affected tract is devoid of structures.
- b. The sale or transfer of property in which the affected tract is connected exclusively to a municipal wastewater treatment system.
- c. The sale or transfer does not require the filing of a Certificate of Real Estate Value, as described in Minnesota Statutes §272.115.

Compliance inspections shall be conducted by a MPCA certified and licensed professional.

Compliance inspection forms are required to be submitted by the MPCA licensed inspector within 15 days of the inspection, on forms provided by the MPCA.

Compliance inspections may be conducted from November 1 to April 15. If the sale or transfer of property necessitating the inspection is to occur during this period, the sellers of the property may sign an agreement, on a form provided by the County, to subject the property to a compliance inspection. This agreement must be signed by the affected parties, notarized, and submitted to the County.

ARTICLE SEVEN: ENFORCEMENT

- 701 CAUSE TO ISSUE A NOTICE OF VIOLATION. Any person, firm, agent, or corporation who violates any of the provisions of this ordinance, or who fails, neglects, or refuses to comply with the provisions of this ordinance, including violations of conditions and safeguards, or who knowingly makes any material false statement or knowing omission in any document required to be submitted under the provisions hereof, shall be guilty of a misdemeanor and upon conviction thereof, shall be punishable as defined by Minnesota Statutes. Each day that a violation exists shall constitute a separate offense.
- 702 NOTICE OF VIOLATION. The County shall issue a Notice of Violation to any person determined to be violating provisions of this ordinance. The notice of violation shall contain:
- (1) A statement documenting the findings of fact determined through observations, inspections, or investigations; and
 - (2) A list of specific violation(s) of this ordinance; and

- (3) Specific requirements for correction or removal of the specified violation(s); and
- (4) A mandatory time schedule for correction, removal and compliance with this ordinance.

The County shall transmit the Notice of Violation by U.S. Mail, and the Notice shall be deemed received three business days after the Notice was placed in the U.S. Mail. Failure of actual receipt of a Notice of Violation that has been served by depositing the same in the U.S. Mail shall not be deemed a defense in an enforcement proceeding under provision 703.

- 703 PROSECUTION. In the event of a violation or threatened violation of this ordinance, the County may, in addition to other remedies, initiate appropriate civil action or proceedings to prevent, prosecute, restrain, correct or abate such violations or threatened violations and it shall be the duty of the County Attorney to commence such civil action. It shall be the duty of the County Attorney and County Sheriff to perform such duties as may be necessary to enforce the provisions of this ordinance.
- 704 STATE NOTIFICATION OF VIOLATION. In accordance with state law, the County shall notify the MPCA of any inspection, installation, design, construction, alteration or repair of an SSTS by a licensed/certified person or any septage removal by a licensed pumper that is performed in violation of the provisions of this ordinance.

ARTICLE EIGHT: DISPUTE RESOLUTION

The County shall be the deciding authority on disputes with or between licensed businesses for SSTS design or compliance purposes. It shall be at the businesses cost to hire a Minnesota licensed professional soil scientist who is a certified SSTS designer or inspector to present information to the County, if deemed necessary, for a final decision. The County will render findings of fact for any final decision rendered.

ARTICLE NINE: INTERPRETATION

In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by Minnesota Statutes.

ARTICLE TEN: SEVERABILITY

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of law, the remainder of this ordinance shall not be affected and shall remain in full force.

ARTICLE ELEVEN: ABROGATION AND GREATER RESTRICTIONS

It is not intended by this ordinance to repeal, abrogate, or impair any other existing County ordinance, easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

ARTICLE TWELVE: REPEALER

This ordinance repeals the Mille Lacs County Code of Ordinances Ordinance No. ADMN-07 Mille Lacs County Subsurface Sewage Treatment System Ordinance adopted June 19, 2018, Document Number 406673, and all amendments thereto.

Passed and approved this 4th day of August, 2020 by the Mille Lacs County Board of Commissioners.

COUNTY OF MILLE LACS
BOARD OF COMMISSIONERS

ATTEST:

Roger Tellinghuisen, Chair

Pat Oman, Administrator

MOVED BY:
SECONDED:
IN FAVOR:
OPPOSED:

Drafted by: Mille Lacs County
Administrative Services Office
635 2nd Street SE
Milaca, MN 56353

Appendix A: Effluent Absorption and Contour Loading Rates for Determining Absorption Area Size and Configuration Using Detailed Soil Descriptions

Table IX. Effluent absorption and contour loading rates for determining absorption area size and configuration using detailed soil descriptions.*

USDA Soil Classification		Structure and Grade	Absorption Loading Rate (gpd/ft²) Effluent Treatment Level		Contour Loading Rate (gpd/ft)†					
					0-3% Slope		4-7% Slope		8-10% Slope	
					Horizon Depth (in.)‡	≥6-12	Horizon Depth (in.)	≥6-12	Horizon Depth (in.)	≥6-12
Texture			C‡	A, A-2, B, B-2‡						
very coarse sand, coarse sand, loamy coarse sand, or loamy coarse sand	≥ 35% coarse fragments	single grain‡	LR**	1.0						
	< 35% coarse fragments	single grain‡	LR	2.0	6	8		8		8
sand, loamy sand	≥ 35% coarse fragments	single grain‡	0.5†	1.0	5		6			8
	< 35% coarse fragments	single grain or weak††	0.8	1.6				7		
fine sand, loamy fine sand, very fine sand, loamy very fine sand		weak to strong non-play††	0.6	1.0	3.5		4.5			5
		massive††	0.4	0.8	3		3.5			4
coarse sandy loam, sandy loam		moderate to strong non-play††	0.6	1.0	4.5		5			6
		massive or weak††	0.5	0.8	4		4.5			5
fine sandy loam, very fine sandy loam, loam		moderate to strong non-play††	0.6	0.8	3.5		4			5.5
		massive or weak††	0.4	0.6	3		3.5			4
silt loam		moderate to strong non-play††	0.5	0.8	3.5		3.5			4.5
		massive or weak††	0.4	0.6	3		3			3.5
sandy clay loam, clay loam, silty clay loam ‡		moderate to strong non-play††	0.4	0.6	3		3			3.5
		moderate to strong non-play††	0.2	0.3	3		3			3.5

- * Only applies to original soil horizons with < 50% coarse fragments (particle sizes having > 2.00 mm nominal diameters, i.e. gravel or coarser). Absorption area surfaces must not be in contact with soil horizons having ≥ 50% coarse fragments.
- † Estimated rates for ISTS. For soil conditions not included in the table e.g. non-original soil, < 6 in., ≥ 50% coarse fragments, firmer consistence, etc., evaluation of soil morphology and contour loading rate by a by a licensed Professional Soil Scientist (PSS) who is also an MPCA-licensed SSTS designer (Designer) is required. Rates projected using hydraulic conductivities measured by a licensed PSS-Designer supersede table estimates.
- ‡ Pressure distribution required.
- ! Unsaturated.
- ! Residential strength septic tank effluent with up to 170 mg BOD₅/L, 60 mg TSS/L, and 25 mg O&G/L.
- * Additionally pretreated septic tank effluent with up to 25 mg CBOD₅/L and 30 mg TSS/L.
- # Non-cemented, loose to very friable consistence.
- ** L.R. = Liner required. Use clean sand for liner, to separate distribution media from soil, and its associated absorption loading rate (1.0 gpd/ft²).
- †† Very friable to friable consistence.
- ‡‡ Very friable to firm consistence.
- ✱ 4:1 slope required for mound down-slope toe.



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 06/15/21

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

Title of Item for Consideration: County Employee Resignation Summary	
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, Personnel Director <i>HW</i>	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Lisa Herges, Interim County Coordinator; Karly Feters, HR Manager	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Administrative Services Office will be providing information regarding resignations at each County Board meeting. Below is a listing of resignations received dating back to May 1, 2021. Brooke Corrigan (Care Coordinator Social Worker) – effective May 10, 2021 after less than 1 year of service Jenn Fronk (Licensing Social Worker) - effective date of June 11, 2021 after 21+ years of service Lauren Voss (Child Protection Case Manager) - effective date of May 21, 2021 after less than 1 year of service Kortney Babineau (Child Protection Case Manager) - effective date of June 25, 2021 after 2 years of service Holly Wilson (Assistant County Administrator/Personnel Director) - effective date of June 18, 2021 after 4.5 years of service Eric Bartusch (Auditor - Treasurer) - effective date of June 25, 2021 after 1.5 years of service Christine Jaques (Office Coordinator for Probation) - effective date of June 15, 2021 after 20+ years of service Reed Pederson (Construction Services Manager) - effective date of July 2, 2021 after 20+ years of service Kay Winterfeldt (Community Health Services Supervisor) - effective date of July 6, 2021 after 8+ years of service	
Alternatives/Options/Comments: 	
Recommended Action/Motion: N/A	
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: 06/15/21

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

Title of Item for Consideration: Probation Department Office Coordinator Vacancy	
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, Personnel Director	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Lisa Herges, Interim County Coordinator	
Summary of Issue <i>(include previous Board or Committee actions and/or minutes, as well as applicable dates):</i> The Administrative Services Office received notification from Christine Jacques of her resignation from the position of Office Coordinator in the Mille Lacs County Probation Department effective June 15, 2021. Administrative Services met and discussed the position vacancy with Deb Anderson, DOC District Supervisor. It is the consensus to leave the position vacant in order to analyze the need for the position as part of the transition to the DOC Probation delivery system.	
Alternatives/Options/Comments: 	
Recommended Action/Motion: N/A	
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:** 06/15/2021*(Board meets the 1st and 3rd Tuesday of each month)*

Title of Item for Consideration: Approve Updated Committee Updates	
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: Lisa Herges	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Lisa Herges, Interim County Coordinator	
Summary of Issue <i>(include previous Board or Committee actions and/or minutes, as well as applicable dates):</i> The County Board reviewed the 2021/2022 Committee Appointments during the 06/04/2021 work session.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve the Updated Committee Updates	
Financial Impact: <i>Is there a cost associated with this request?</i> ☐ Yes ☒ No <i>What is the total cost, including tax and shipping?</i> \$ _____ <i>Are funds available in the budget?</i> ☐ Yes ☐ No <i>If no, please explain:</i>	
Additional Information Attached: ☐ Contract/Agreement <i>Approved by County Attorney's Office:</i> ☐ Yes ☐ No <i>If no, please explain:</i> _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information <i>(such as price quotes, etc.)</i> 2021/2022 Committee Appointments	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	



2021/2022 Committee Appointments

COMMITTEE:	Freq.	Schedule	Current Board Representative:
American Rescue Plan (ARP) Act Cmte *		As needed	Cmsr Reynolds, Mike Wimmer, Mike Virnig, A/T, Coordinator, Paul Prokosch, Julie Peterson
Association of MN Counties (AMC): Environment & Natural Resources Policy Cmte General Gov't Policy Cmte Health & Human Services Policy Cmte Public Safety Committee Transportation & Infrastructure Policy Committee			Environmental Resources Director; Land Services Director Chris Berg Administrator Oman; Cmsr Reynolds Cmsr Reynolds; CVS Director Beth Crook Cmsr Oslin; County Engineer Neal Knopik.
Central MN Council on Aging	12x/yr	Varies	Cmsr Reynolds, ALT: Cmsr Peterson
Central MN Emergency Medical Services (EMS) Region Board	4x/yr	5 th Fri. of month	Cmsr Reynolds, ALT: Cmsr Oslin
Central MN Emergency Services Board	4x/yr	5 th Wed. of month	Cmsr Oslin, ALT: Cmsr Reynolds
Central MN Jobs & Training	4x/yr	2 nd Fri. of month	Cmsr Wilhelm, ALT: Cmsr Reynolds
Community Health Services (CHS) Board	2x/yr	Varies	All Cmsrs
Ditch Inspection Cmte *		As needed	Cmsr Tellinghuisen, ALT: Cmsr Wilhelm
East Central Regional Development Cmsn	6x/yr	4 th Mon. of month	Cmsr Reynolds, ALT: Cmsr Peterson
East Central Regional Juvenile Cntr Bd	3x/yr	1 st Thur. of month	Cmsr Tellinghuisen, ALT: Cmsr Reynolds
East Central Regional Library	12x/yr	2 nd Mon. of month	Cmsr Reynolds, ALT: Oslin
East Central Solid Waste Cmsn	12x/yr	2 nd Mon. of month	Cmsr Peterson, ALT: Cmsr Oslin
Emergency Food & Shelter Prgm	2x/yr	Varies	Cmsr Wilhelm, ALT: Cmsr Oslin
Employee Benefits Cmte *	4x/yr	Varies	Cmsr Reynolds, ALT: Cmsr Peterson
Executive Cmte*		Varies	Cmsrs Oslin and Wilhelm, ALT: Cmsr Peterson
Extension Cmte	4x/yr	1 st Mon. of month	Cmsr Reynolds and Peterson, ALT: Cmsr Tellinghuisen
Housing and Redevelopment Authority (HRA)	1x/yr		All Cmsrs, Chair: Cmsr Wilhelm, Vice Chair: Cmsr Reynolds

Joint Drainage Authority, Including Judicial Ditch 3		As needed	Cmsrs Tellinghuisen and Wilhelm, ALT: Cmsr Reynolds
Labor/Management Cmte *	1x/yr	As needed	Cmsr Peterson, ALT: Cmsr Wilhelm
Lakes & Pines Community Action Council (CAC)	6x/yr	3 rd Mon. of month	Cmsr Reynolds, ALT: Cmsr Oslin
Law Library	1x/yr	Varies	Cmsr Oslin, ALT: Cmsr Reynolds
Mental Health Local Advisory Cmte	6x/yr	Thurs.	Cmsr Reynolds, ALT: Cmsr Tellinghuisen
Mille Lacs Co Ag Society (Fair Board)	11x/yr	Varies	Cmsr Wilhelm, ALT: Cmsr Reynolds
Mille Lacs Co DAC (Developmental Achievement Center) Board	12x/yr	3 rd Mon. of month	Cmsr Peterson, ALT: Cmsr Reynolds
Mille Lacs Co Water Mgmt Plan	4x/yr	2 nd Tues of Month	Cmsr Reynolds, ALT: Cmsr Wilhelm
Mille Lacs Lake Watershed Adv Group	6x/yr	3 rd Mon. of month	Cmsr Oslin, ALT: Cmsr Tellinghuisen
MN Rural Counties Caucus	12x/yr	As needed	Cmsr Tellinghuisen; ALT: Cmsr Oslin
Negotiations *		As needed	Current Board Chairperson, Cmsr Tellinghuisen
Noxious Weed Control Appeals Cmte *		As needed	Cmsr Tellinghuisen, ALT: Cmsr Reynolds
Personnel Committee *		As needed	Board Chair and Vice-Chair
Public Works Equipment Cmte*		As needed	Cmsr Tellinghuisen and Wilhelm, Alt: Cmsr Oslin
Rum River Education Cooperative Cmtes		As needed	County Administrator Oman County Coordinator
Rum River One Watershed One Plan Policy Cmte	12x/yr	4 th Thurs of Month	Cmsr Reynolds, ALT: Cmsr Wilhelm
Snake River Watershed Mgmt Board	12x/yr	4 th Mon. of month	Cmsr Tellinghuisen; ALT: Cmsr Oslin
Snake River Watershed Policy Committee	12x/yr	4 th Mon of month	Cmsr Oslin; Alt : Cmsr Peterson
Soil and Water Conservation District	12x/yr	2 nd Wed. of Month	Cmsr Reynolds (liaison), ALT: County Administrator Pat Oman
Veterans Quarterly Meeting Committee *	4x/yr	2 nd Tues. of month	Cmsr Tellinghuisen, ALT: Cmsr Wilhelm

* Internal cmte

**Board Agenda Request Form**
Board of County Commissioners**Requested Meeting Date:** 06/15/21*(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 <i>(include previous Board or Committee actions and/or minutes, as well as applicable dates):</i> 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 \$21,917.65 for Law Enforcement Jurisdictional Dispute and \$1,752.21 for Eighth Circuit Appeal.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve payment to Taft, Professional Association for legal services.	
Financial Impact: <i>Is there a cost associated with this request?</i> ☒ Yes ☐ No <i>What is the total cost, including tax and shipping?</i> \$23,669.86 <i>Are funds available in the budget?</i> ☒ Yes ☐ No <i>If no, please explain:</i>	
Additional Information Attached: ☐ Contract/Agreement <i>Approved by County Attorney's Office:</i> ☐ Yes ☐ No <i>If no, please explain:</i> _____ ☐ Minutes of Relevant Meeting(s) ☐ Background Information (such as price quotes, etc.)	
Board action: <i>(for use by Recording Secretary)</i> ☐ Approved ☐ Denied ☐ Tabled: _____	



4.10

Board Agenda Request Form
Board of County Commissioners**Requested Meeting Date:** 06/15/21*(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 <i>(include previous Board or Committee actions and/or minutes, as well as applicable dates):</i> Authorize payment to Taft (formally known as Briggs and Morgan), Professional Association for \$3,098.00 for professional services for Suit of Indemnification.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve payment to Taft, Professional Association for legal services.	
Financial Impact: <i>Is there a cost associated with this request?</i> ☒ Yes ☐ No <i>What is the total cost, including tax and shipping?</i> \$3,098.00 <i>Are funds available in the budget?</i> ☒ Yes ☐ No <i>If no, please explain:</i>	
Additional Information Attached: ☐ Contract/Agreement <i>Approved by County Attorney's Office:</i> ☐ Yes ☐ No <i>If no, please explain:</i> _____ ☐ Minutes of Relevant Meeting(s) ☐ Background Information (such as price quotes, etc.)	
Board action: <i>(for use by Recording Secretary)</i> ☐ Approved ☐ Denied ☐ Tabled: _____	

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 6/15/2021

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

Title of Item for Consideration:	
Consider Revised Resolution to Approve Variance for Match Portion of the Reduced Conflict Intersection Construction	
Consent Agenda ☐ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: <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 <i>(include previous Board or Committee actions and/or minutes, as well as applicable dates):</i> This is a revision to the request for variance approved at the 4/6/21 Board Meeting. The County is requesting a formal variance from the State in order to use State Aid Funds to cover the match portion of the Reduced Conflict Intersections which MnDOT constructed last year. The County is obligated to pay the match which is currently estimated to be approximately \$308,047.16, of which the County has already paid \$172,572.47. The use of State Aid Funds were not requested prior to bid opening, and if this variance is approved by the State Variance Committee, the portion already paid would be reimbursed and the remaining balance would come out of our state aid balance and not the Public Works budget.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve the Variance	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? <u>\$308,047.16</u> Are funds available in the budget? ☐ Yes ☒ No <i>If no, please explain:</i> With variance, there will be no cost to County	
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.) County Resolution	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

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

**RESOLUTION PWD 2021-6-15-21-13
APPROVE VARIANCE FOR MILLE LACS COUNTY'S PORTION OF REDUCED
CONFLICT INTERSECTION (RCI) COSTS**

A resolution requesting a variance for State Aid Operation for Project No. S.A.P. 048-070-012 – Reduced Conflict Intersections along TH 169.

WHEREAS, the County of Mille Lacs would like to request State Aid funds to cover the participation costs; and

WHEREAS, this request was made after the improvements were made, which requires the County to ask for a variance to the State Aid office; and

WHEREAS, the variance is based on the expenditures for SAP 048-070-012 in the amount of \$308,047.16.

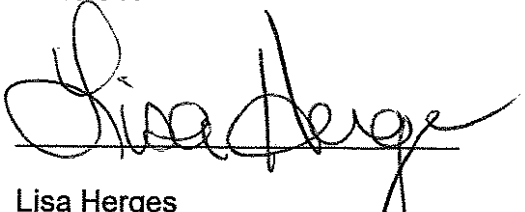
NOW, THEREFORE BE IT RESOLVED, that the County Board of Commissioners do hereby request a variance from the Minnesota Department of Transportation State Aid Operations Rules Chapter 8820.2800 subpart 2a Eligibility of Funds to allow use of State Aid Funds to cover the local match portion in the amount of \$308,047.16.

BE IT FURTHER RESOLVED, that the County of Mille Lacs Board of Commissioners hereby indemnifies, saves and hold harmless the State of Minnesota and its agents and employees of and from claims, demands, actions, or causes of action arising out of or by reason of (project descriptions) in accordance with Minnesota Rules 8820.99XX and further agrees to defend at their sole cost and expense any action or proceeding commenced for the purpose of asserting any claim arising as a result of the granting this variance.

Certification

I hereby certify that the foregoing resolution is a true and correct copy of a resolution adopted by Mille Lacs County on this 15th day of June, 2021.

ATTEST:



Lisa Herges
Mille Lacs County Interim Coordinator



David Oslin
County Board Chairperson

**Board Agenda Request Form**
Board of County Commissioners**Requested Meeting Date:** 06/15/21*(Board meets the 1st and 3rd Tuesday of each month)*

Title of Item for Consideration: Consider Reflectorized Pavement Coatings Contract	
Consent Agenda ☐ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: 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 <i>(include previous Board or Committee actions and/or minutes, as well as applicable dates):</i> The Request for Price Quotes (RFPQ) for the annual 2021 County-Wide Reflectorized Pavement Coatings was discussed at the June 1, 2021 work session. The RFP contract was sent to prospective contractors on May 14, 2021, with the due date of May 28, 2021. The request was sent to four striping companies; two proposals were received with AAA Striping Service of St. Michael being the low bidder. With the Board's approval, a contract will be sent to the contractor and once, fully executed, a Notice to Proceed (NTP) will be sent with an anticipated start date of July 6, 2021. The bids received were: \$95,233.35 - AAA Striping Service \$104,105.00 - Traffic Marking Services	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve the AAA Striping Service Company contract.	
Financial Impact: <i>Is there a cost associated with this request?</i> ☒ Yes ☐ No <i>What is the total cost, including tax and shipping?</i> \$95,233.35 <i>Are funds available in the budget?</i> ☒ Yes ☐ No <i>If no, please explain:</i>	
Additional Information Attached: ☐ Contract/Agreement <i>Approved by County Attorney's Office:</i> ☐ Yes ☐ No <i>If no, please explain:</i> ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Proposal from AAA Striping	
Board action: <i>(for use by Recording Secretary)</i> ☐ Approved ☐ Denied ☐ Tabled: _____	



PUBLIC WORKS DEPARTMENT

REQUEST FOR PRICE QUOTES

2021 COUNTY-WIDE REFLECTORIZED PAVEMENT MARKINGS

PROJECT DESCRIPTION AND INFORMATION

Mille Lacs County is soliciting for price proposals for County-Wide ReflectORIZED Pavement Markings for the 2021 construction season. The scope of work is limited to longitudinal pavement marks such as: centerlines, no passing lines, edges lines, lane lines, transverse lines, and dotted lines. Specifically not included are crosswalks, arrows, parking stalls and messages (i.e. STOP AHEAD).

Prices are to include: royalty, license(s), permits, labor, material, equipment, insurance, fuel and repairs as needed to complete the work. Work shall conform to the details specified herein, and the Minnesota Department of Transportation's Standard Specifications for Construction, 2018 Edition. The selected contractor will be given the notice to proceed on or about July 6, 2021.

PROJECT ADMINISTRATION

The Mille Lacs County Public Works Department will administer the County-Wide ReflectORIZED Pavement Markings contract.

PROJECT LOCATION

The work to be performed is throughout Mille Lacs County as detailed in the maps in this proposal.

PRICE QUOTE DEADLINE

Price quote deadline is May 28, 2021 @ Noon. Please return quote to the County's Engineer's office by e-mail to publicworks@millelacs.mn.gov or by mail or hand delivered to: Mille Lacs County Engineer, 635 2nd Street SE, Milaca, MN 56353 (Upper Level Mille Lacs County Historic Courthouse), or by fax to (320) 983-8383. **The preferred method is by e-mail.**

SCHEDULE OF PRICES

2021 COUNTY-WIDE REFLECTORIZED PAVEMENT MARKINGS

BIDDER MUST FILL IN UNIT IN NUMERALS: MAKE EXTENSION FOR EACH ITEM AND TOTAL. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS, SEE PLANS AND SPECIFICATIONS, INCLUDING SPECIAL PROVISIONS.

Item No.	Item	Unit	Quantity	Unit Price \$\$\$\$.¢¢	Total Amount
2021.501	Mobilization	LS	1	\$ 500.00	\$ 500.00
2563.601	Traffic Control	LS	1	\$ 500.00	\$ 500.00
2582.606	Permanent Pavement Markings, Yellow Paint	Gal	3507	\$ 14.05	\$49,273.35
2582.606	Permanent Pavement Markings, White Paint	Gal	3200	\$ 14.05	\$44,960.00
				TOTAL	\$95,233.35

PROPOSAL AUTHORIZATION

Name of Individual, Partnership, or Corp.:

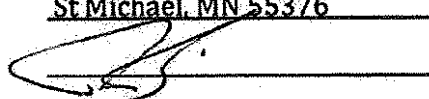
AAA Striping Service Co.

Address:

12220 43rd Street NE

St Michael, MN 55376

Authorized Signature:



Name (please print)

Bruce Shirley

Title

President

Date

May 28, 2021

By signing this proposal the bidder acknowledges that they meet the minimum standards for insurance requirements as detailed, and that they meet the minimum requirements as a Qualified Contractor as defined by State Statute.

Mille Lacs County reserves the right to reject any or all quotes.

**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

STATE PROJECT NUMBER: _____

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- | | |
|-----|---|
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none"> (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees; (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative. |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"> (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period; (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final; (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees; (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27; (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* |

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION.

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. VERIFICATION OF COMPLIANCE.

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer: 	Printed Name: Bruce Shirley
Title: President	Date: May 28, 2021
Company Name: AAA Striping Service Co.	

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

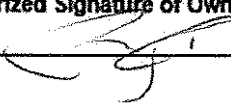
SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

STATE PROJECT NUMBER: _____

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
None	

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:	
All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer:	Printed Name:
	Bruce Shirley
Title:	Date:
President	May 28, 2021
Company Name:	
AAA Striping Service Co.	

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

STATE PROJECT NUMBER: _____

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. ...

ADDITIONAL SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
None	

*Attach additional sheets as needed for submission of all additional subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
By signing this document I certify that I am an owner or officer of the company, and I swear under oath that: All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer:	Printed Name:
	Bruce Shirley
Title:	Date:
President	May 28, 2021
Company Name:	
AAA Striping Service Co.	

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 06/15/21

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

Title of Item for Consideration: Consider PWD Resolution No. 2021-6-15-21-12 to Accept 101 Grading, Base, and Bituminous Surfacing Project	
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): Please approve the resolution to accept 101 Grading, Base, and Bituminous Surfacing Project. The project number is CP 048-101-018 and the contract number 201901. Four days of LD's were assessed to this project in the amount of \$10,000 as directed by the Board. After acceptance, the County will make the final payment to the Contractor.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve PWD Resolution and Accept 101 Road Project.	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$3,433,086.67 Are funds available in the budget? ☒ Yes ☐ No If no, please explain:	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Resolution No. 2021-6-15-21-12 for 101 Road Project, Final Pay Request	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

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

**ACCEPTANCE OF CP 048-101-018 – 101 Grading, Base and
Bituminous Surfacing Project**

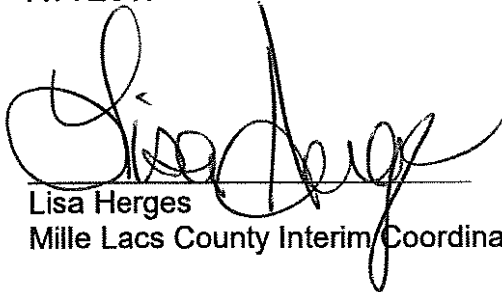
PWD Resolution No. 2021-6-15-21-12

WHEREAS, CA 048-101-018, Contract No. 201901, 101 Grading, Base and Bituminous Surfacing Project by Knife River, 4787 Shadow Wood Drive NE, Sauk Rapids, MN 56379; located on County Road 101; original contract cost was \$3,381,737.55 and the final contract cost is \$3,433,086.67; and the County Board being fully advised,

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

Adopted this 15th day of June, 2021

ATTEST:



Lisa Herges
Mille Lacs County Interim Coordinator



David Oslin
Mille Lacs County Chair

Mille Lacs County

Contract Number: 201901
 Final Pay Request Number: 13

Project Number	Project Description
CP 048-101-018	Grading, Base & Bituminous Surfacing Project

Contractor: KNIFE RIVER 4787 SHADOW WOOD DR NE SAUK RAPIDS, MN 56379	Vendor Number: N/A Up To Date: 05/14/2021
---	--

Contract Amount	Funds Encumbered
Original Contract	\$3,381,737.55
Contract Changes	\$70,834.94
Revised Contract	\$3,452,572.49
	Total
	\$3,381,737.55
	N/A
	\$3,381,737.55

Work Certified To Date	
Base Bid Items	\$3,362,054.10
Contract Changes	\$69,541.17
Material On Hand	\$1,491.40
Total	\$3,433,086.67

Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
CP 048-101-018	(\$8,600.00)	\$3,433,086.67	\$0.00	\$3,269,602.34	\$163,484.33	\$3,433,086.67

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$-8,600.00	\$3,433,086.67	\$0.00	\$3,269,602.34	\$163,484.33	\$3,433,086.67
Percent: Retained: 0%					Percent Complete: 99.44%
Amount Paid this Final Pay Request: \$163,484.33					

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By

County/City/Project Engineer

Date

6-4-2021

Approved By KNIFE RIVER

Contractor

Date

John F. Quide, President
 6-3-21



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 06/15/21

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

Title of Item for Consideration: Consider Resolution No. 06-15-2021-01 2020 End-of-year Ditch Fund Transfers	
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	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Minnesota Statutes Chapter 103E provide for all fees and expenses incurred by a ditch system to be assessed against the properties and entities benefited. These expenses include staff time dedicated to ditch inspection, maintenance, and repair. The attached resolution provides for transferring funds from the ditch system repair funds to account for these expenses on each ditch system.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Adopt Resolution No. 06-15-2021-01 2020 End-of-year Ditch Fund Transfers	
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. 06-15-2021-01	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

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

Resolution No.: 06-15-2021-01

2020 END-OF-YEAR DITCH FUND TRANSFERS

WHEREAS, the Mille Lacs County Board, acting as the Ditch Authority, must approve reimbursement from applicable ditch funds to Environmental Resources for expenses incurred for ditch work.

To Environmental Resources:

County Ditch 1	\$1,942.80
County Ditch 2B	\$2,202.00
County Ditch 3	\$2,233.20
County Ditch 4	\$1,338.00
County Ditch 5	\$792.00
County Ditch 6	\$114.00
County Ditch 7	\$426.00
County Ditch 11	\$27.85
County Ditch 14B	\$817.20

NOW THEREFORE; BE IT RESOLVED that the following payments and transfers shall be effective December 31, 2020:

From Account:	To Account:	Amount
12-651-6803, CD1	01-617-5591	\$1,942.80
12-652-001-6803, CD2B	01-617-5591	\$2,202.00
12-653-6803, CD3	01-617-5591	\$2,233.20
12-654-6803, CD4	01-617-5591	\$1,338.00
12-655-6803, CD5	01-617-5591	\$792.00
12-656-6803, CD6	01-617-5591	\$114.00
12-657-6803, CD7	01-617-5591	\$426.00
12-661-6803, CD11	01-617-5591	\$27.85
12-664-001-6803, CD14B	01-617-5591	\$817.20

Adopted this 15th day of June, 2021.



David Oslin
County Board Chairman

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

The following voted in favor of the Resolution:

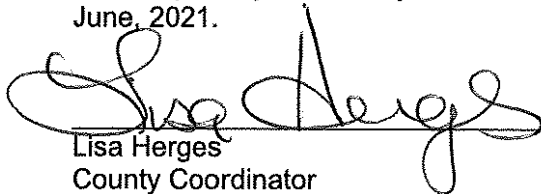
The following voted against the Resolution:

The following were absent:

CERTIFICATION

State of Minnesota
County of Mille Lacs

I do hereby certify that the foregoing resolution is a true and correct copy of a resolution presented to and adopted by the County of Mille Lacs at a duly authorized meeting thereof held on the 15th day of June, 2021.


Lisa Herges
County Coordinator



Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 06/15/21

(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 <i>(include previous Board or Committee actions and/or minutes, as well as applicable dates):</i> 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 <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.) List of Licenses for Board Approval	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

COMMISSIONERS BOARD MEETING	June 15 2021	
<u>LICENSES TO APPROVE</u>	<u>TYPE OF LICENSE</u>	<u>TOWNSHIP</u>
J & D Ventures DBA: Old Log Liquor	OFF SALE	PRINCETON TWP
POCKET INC DBA: PRINCETON LANES	ON-SALE W/SUNDAY LIQUOR	PRINCETON TWP
NORTHWOOD HILLS GOLF COURSE LLC DBA: NORTHWOOD HILLS GOLD	ON SALE W/SUNDAY LIQUOR	KATHIO
VETERANS CLUB INC DBA: VETERANS CLUB	ON SALE W/SUNDAY LIQUOR	SOUTH HARBOR
ROCKY REEF RESORT INC DBA: ROCKY REEF RESORT	ON SALE W/SUNDAY LIQUOR	KATHIO
NORTHERN LIGHTS BALLROOM/BANQUET CENTER DBA: NORTHERN LIGHTS BALLROOM/BANQUET CENTER	ON SALE W/SUNDAY LIQUOR	MILO
PORLAND CORPORATION DBA: TROPHY'S	OFF SALE	SOUTH HARBOR
APPELDOORN'S SUNSET BAY RESORT INC DBA: APPELDOORN'S SUNSET BAY RESORT BUILDING 25	ON SALE W/SUNDAY LIQUOR	EASTSIDE
MAGNUSON INCORPORATION DBA: MOONSHINE BAR & GRILL	ON SALE W/SUNDAY LIQUOR	PRINCETON TWP
MILACA GOLF CLUB DBA: MILACA GOLF CLUB	ON SALE W/SUNDAY LIQUOR	MILACA TWP
CHICO'S PLACE OF ONAMIA INC DBA: CHICO'S PLACE	ON/OFF SALE W/SUNDAY LIQUOR	DAILEY
RICHARD JAMES ROBERTSON DBA: WHITE CAP INN	ON/OFF SALE W/SUNDAY LIQUOR	EASTSIDE
APPELDOORN'S SUNSET BAY RESORT INC DBA: APPELDOORN'S SUNSET BAY RESORT BUILDING 17	ON SALE W/SUNDAY LIQUOR	EASTSIDE
IZATY'S ACQUISITION CORP DBA: IZATYS GOLF & YACHT CLUB	ON/OFF SALE W/SUNDAY LIQUOR	SOUTH HARBOR

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 06/15/21

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

Title of Item for Consideration: Consider Civic Clerk Agenda Management System	
Consent Agenda ☐ Approve/Deny Motion ☐ Information Only ☐ Schedule Public Hearing* <i>*provide sample notice that will run in paper</i>	Regular Agenda – Estimate Time Needed: 5 minutes ☒ Approve/Deny Motion ☐ Discussion Item ☐ Direction Requested ☐ Hold Public Hearing* ☐ Presentation of Information <i>*provide copy of hearing notice that was published</i>
Submitted by: Michael Virnig	Department: Technology Services
Who will attend the meeting and be able to respond to questions? Give name and title: Michael Virnig, Technology Services Manager	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Mille Lacs County's current method of creating Board meeting agenda packets and meeting minutes is cumbersome and time consuming. The proposal for Board consideration is for Civic Clerk Agenda Management System. This system will save staff time in creating agendas and completing meeting minutes. Civic Clerk is a module of Civic Plus, the County's current web site host, this will make integration consistent. Another benefit to Civic Clerk as it ensures that agenda's, agenda documents and minutes are ADA compliant in the web site. Initial purchase to come out of ARP funds.	
Alternatives/Options/Comments: 	
Recommended Action/Motion: Approve Civic Clerk Agenda Management System.	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$7,328 Are funds available in the budget? ☒ Yes ☐ No If no, please explain:	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☒ Background Information (such as price quotes, etc.) Quotes	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

5.6

Order Form
Prepared for
Mille Lacs County MN

Granicus Proposal for Mille Lacs County MN

ORDER DETAILS

Prepared By: Brian Szymanski
Phone: 612-296-6308
Email: brian.szymanski@granicus.com
Order #: Q-143393
Prepared On: 06/03/2021
Expires On: 08/02/2021

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Peak - Setup & Configuration	Up Front	1 Each	\$0.00
Peak Online Group Training	Upon Delivery	8 Hours	\$0.00
Open Platform - Setup and Configuration	Up Front	1 Hours	\$0.00
Send Agenda (Peak) Set up and Config	Up Front	1 Each	\$0.00
govDelivery for Integrations Set Up and Config	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Peak Agenda Management	Annual	1 Each	\$7,500.00
iLegislate	Annual	1 Each	\$0.00
Open Platform Suite	Annual	1 Each	\$0.00
Send Agenda (Peak)	Annual	1 Each	\$0.00
govDelivery for Integrations	Annual	1 Each	\$0.00
SUBTOTAL:			\$7,500.00

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Peak Agenda Management	\$8,025.00	\$8,586.75
iLegislate	\$0.00	\$0.00
Open Platform Suite	\$0.00	\$0.00
Send Agenda (Peak)	\$0.00	\$0.00
govDelivery for Integrations	\$0.00	\$0.00
SUBTOTAL:	\$8,025.00	\$8,586.75

5

PRODUCT DESCRIPTIONS

Solution	Description
Peak Agenda Management	Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes: • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to up to one (1) Peak Agenda Management site
iLegislate	iLegislate® enables government officials to review meeting agendas, supporting documents, and archived videos on any tablet or desktop that supports iOS, Android, Windows, or OS X. iLegislate seamlessly connects all agenda data to a tablet or desktop, automatically updating it with the latest information when online, and is available for review when offline. Elected members and staff can review agendas and PDF attachments, and bookmark items of interest, while offline (currently tablet only). Changes are automatically backed up to the Granicus cloud when an internet connection is established. iLegislate includes: • Automated updates through desktop application • Ability to download agendas • Annotations • Cloud stored data • Ability to utilize on iOS, Android, Windows, and Mac OSX • eComment integration (if jurisdiction also has eComment) • Upload of upcoming agendas • Convenient access to meeting agendas and supporting documents • Review agendas and attachments offline and on-the-go • Review indexed, archived meeting videos • Public opinion placed at elected officials' fingertips
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.

Solution	Description
Send Agenda (Peak)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Peak - Setup & Configuration	Setup and Configuration for Peak Agenda Management includes implementation of: • Up to one (1) meeting body's Standard Agenda, Cover Page and Minutes report template • Up to one (1) public view page portal
Peak Online Group Training	Peak Agenda Management - Online Group Training is for Group training of Peak Agenda Management, which allows clients to have up to six (6) users participate in online Group sessions with a Granicus trainer and other client users, to learn how to use the system.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
govDelivery for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Recieve a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network. Note: govDelivery intergrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
 - o Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
 - o Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

- **Data obtained through the Granicus Advanced Network.**

- Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
- Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
- Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

TERMS & CONDITIONS

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Mille Lacs County MN to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	☐ - No ☐ - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-143393 dated 06/03/2021 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Mille Lacs County MN	
Signature:	
Name:	
Title:	
Date:	

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-17280-1

Date:

6/3/2021 11:07 AM

Expires On:

8/31/2021

Product:

CivicClerk

Client:

Mille Lacs County, MN - CivicClerk

Bill To:

Mille Lacs County, MN - CivicClerk

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Karen Bond	x	karen.bond@civicplus.com		Net 30

CivicClerk - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk Annual Fee	CivicClerk Annual Fee - Agenda and Minutes Management	Renewable
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	CivicClerk Premium Implementation Package	Premium Implementation Package – Up to # of Boards	
1.00	CivicClerk Premium Configuration	CivicClerk Premium Configuration	One-time
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	One-time
2.00	CivicClerk Consulting (1h, virtual)	1 hour Virtual Consulting	One-time
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time

List Price - Year 1 Total	USD 8,200.00
Total Investment - Year 1	USD 7,328.00
Annual Recurring Services - Year 2	USD 4,578.00

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicClerk Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal

Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. The Total Investment - Year 1 will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.

4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service.

5. Client shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Client shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

6. The parties agree to cooperate in a timely manner to complete the Project Development Division of Work, as set forth on Addendum 1 hereto.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

By:

Name:

Title:

Date:

CivicPlus

By:

Name:

Title:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization		URL
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact		E-Mail
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #	Sales Tax Exempt #	
Billing Terms	Account Rep	
Info Required on Invoice (PO or Job #)		
Are you utilizing any external funding for your project (ex. FEMA, CARES):		
Y [] or N []		
Please list all external sources: _____		
Contract Contact		Email
Phone	Ext.	Fax
Project Contact		Email
Phone	Ext.	Fax

Addendum 1 to Exhibit A.1 - Project Development Division of Work

Phase 1 – Introduction and Initial Configuration

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
- Complete the implementation questionnaire - Provide Word versions of your agendas and item reports	- Create a production site request and assign a PL request in JIRA - Reach out to Client to explain the Implementation plan - Schedule and conduct a kick-off call with Client, if requested - Once supplied Word versions of the agendas and item reports, configure the templates in the system - Input questionnaire data

Phase 2 – Initial Review

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
- Be prepared to schedule a call for system review - Provide feedback on any needed changes	- Schedule and conduct a first look call with Client. - Provide any template changes needed to CivicPlus.

Phase 3 – Final Configuration and Review

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
- Provide a list of users - Provide any additional feedback and changes	- Enter user list with appropriate security settings - Make necessary changes to templates and configuration

Phase 4 – Training

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
- Schedule a presentation for administrator training - Schedule a presentation for end user training	Schedule and conduct administrator and end user trainings

Phase 5 (As Needed) – Additional Services

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
- Provide Word versions of your most recent minutes - Provide a list of your Board/Council members - Schedule a 30 minute call for minutes training - Schedule a 30 minute call for BoardView training	- Once supplied Word versions of the minutes, configure the templates in the system - Schedule and conduct minutes training - Schedule and conduct BoardView training

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 06/15/21

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

Title of Item for Consideration: Approve Tobacco 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): Tobacco Licenses are in the renewal process to be effective 8/1/21 through 7/31/22. A list of those that have completed the renewal process is attached.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve tobacco licenses effective 8/1/21 through 7/31/22 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 Tobacco Licenses	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

TOBACCO LICENSE FOR APPROVAL

June 15, 2021

CITY OF BOCK

Alkire Inc; DBA Bock Garage (New License)

CITY OF WAHKON

Aadhira LLC; DBA Lake Stop
Wahkon Inn Bar & Restaurant

CITY OF FORESTON

D & L Express, Inc.

Board Agenda Request Form
Board of County Commissioners

Requested Meeting Date: 06/15/21
(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Approve Revising 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: 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: Lisa Herges - Interim County Coordinator	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Karly Fetters, HR Manager	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Following discussion at a work session and a meeting with the Chair and Vice-Chair, we recommend revising the position of Assistant County Administrator / Personnel Director to that of HR Coordinator. We further recommend reclassifying Karly Fetters, HR Manager, into the position of HR Coordinator, and eliminating the resulting vacant HR Manager position. This change is in recognition of the County Coordinator's responsibility as Chief Human Resources Director. The revised position description will need to be sent to our consultant for evaluation once approved.	
Alternatives/Options/Comments: 	
Recommended Action/Motion: Motion to approve the HR Coordinator position description, to reclassify Karly Fetters into the position, and to eliminate the resulting HR Manager vacancy.	
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.) Redline version of position description	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

AGREEMENT

between

MILLE LACS COUNTY

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 70**

January 1, 2021 through December 31, 2021

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THIS AGREEMENT is made and entered into between the County of Mille Lacs, Minnesota, hereinafter referred to as the EMPLOYER, and the International Union of Operating Engineers, Local Union No. 70, hereinafter referred to as the UNION. The parties hereto agree as follows:

ARTICLE 1 – PURPOSE

Section 1. The UNION and the EMPLOYER agree that the purpose for entering into this agreement is to:

- A. Provide for a means to peacefully resolve disputes concerning the application or interpretation of this AGREEMENT.
- B. Specify the full and complete understanding of the parties; and
- C. Place in written form, the complete agreement upon the terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2 – RECOGNITION

Section 1. The EMPLOYER recognizes the UNION as the exclusive representative for the employees of the Mille Lacs County Facility Operations and Building Maintenance Department, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential and all other employees.

Section 2. Disputes which may occur over the inclusion or exclusion of new, modified or other job classifications within the described units shall be referred to the Bureau of Mediation Services for determination.

ARTICLE 3 – DEFINITIONS

Section 1. UNION: The International Union of Operating Engineers, Local No. 70.

Section 2. UNION MEMBER: A member of the I.U.O.E. Local No. 70.

Section 3. EMPLOYEE: A person employed by the EMPLOYER and assigned to a job classification within an appropriate bargaining unit covered by this Agreement.

Section 4. PROBATIONARY EMPLOYEE: Employee who has not completed the probationary period.

Section 5. REGULAR EMPLOYEE: Employee who has completed the probationary period.

Section 6. EMPLOYER: The County of Mille Lacs or a designated representative.

Section 7. UNION OFFICER: An elected or appointed representative of I.U.O.E. Local No. 70.

ARTICLE 4 – UNION RIGHTS

Section 1. Dues Deduction. The EMPLOYER agrees to deduct monthly from the wages of an employee who authorizes such a deduction in writing, an amount equal to monthly UNION dues.

Section 2. Remittance of Dues. The EMPLOYER shall remit to the UNION monthly, the deductions made under Section 1, together with a statement of employees from whom such deductions have been made.

Section 3. Indemnification. The UNION agrees to defend, indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of Section 1 of this Article.

Section 4. Stewards. The UNION may designate to a maximum of one (1) employee within the bargaining unit as Steward and shall notify the EMPLOYER in writing of the employee so designated and of any changes in such positions.

- A. A Steward shall have those duties and responsibilities as established by Article 16 (Grievance Procedure).

Section 5. Use of Employer's Facilities. Under no circumstances will the EMPLOYER'S human resources, supplies, equipment, or facilities be used in support of UNION affairs or business, except as hereinafter provided by this Section.

- A. The EMPLOYER shall provide reasonable space designated for employee bulletin boards for the posting of official UNION notices and announcements.

ARTICLE 5 – EMPLOYER RIGHTS

Section 1. The EMPLOYER retains the full and unrestricted right to operate and manage all human resources, facilities and equipment, to establish functions and programs, to set and amend budgets, to determine the utilization of technology, to establish and modify the organizational structure, to select, direct and determine the number of personnel, to establish work schedules and to perform any inherent managerial function not specifically limited by this AGREEMENT.

Section 2. Any term and condition of employment not specifically established or maintained by this AGREEMENT shall remain within the discretion of the EMPLOYER to modify, establish or eliminate.

Section 3. Nothing in this AGREEMENT shall be construed as restricting or prohibiting the EMPLOYER'S right to subcontract, however, the EMPLOYER agrees to notify the UNION thirty (30) days prior to final action regarding subcontracting work which would reduce the work or number of hours worked by the employees employed at the date of this AGREEMENT.

Section 4. Upon request of the UNION, the EMPLOYER shall meet and confer regarding the subcontracting.

ARTICLE 6 – HOURS OF WORK

Section 1. The EMPLOYER shall be the sole authority in determining work schedules. It is understood, however, that employees and the UNION shall be notified in writing forty eight (48) before the effective date of such changes. The notification shall not be required in cases of temporary schedule changes to meet emergency needs.

Section 2. The normal work day for Maintenance Workers covered by this AGREEMENT shall consist of a scheduled shift of eight (8) consecutive hours, in a twenty-four (24) hour period, exclusive of one thirty (30) minute generally duty-free lunch and a normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday except in the case of an emergency situation or unless previously approved.

Section 3. Any employee covered by this AGREEMENT required to respond to a pager during his/her duty-free lunch shall have the option of leaving the job thirty (30) minutes early for that shift or work the entire shift and receive thirty (30) minutes overtime for that shift.

ARTICLE 7 – OVERTIME, CALL-BACK, ON-CALL AND PREMIUMS

Section 1. Overtime. The EMPLOYER shall have the right to schedule overtime work. Employees scheduled overtime shall be compensated for such hours worked in accordance with this Article.

- A. All hours compensated in excess of forty (40) hours per week, shall be compensated at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate. Hours shall include actual hours worked, mandatory training, vacation, sick time and holiday pay as referenced in Article 14, Section 1.

Section 2. Call-Back. An employee who is called to duty by the EMPLOYER during scheduled off-duty time shall receive a minimum of two (2) hour's pay at one and one-half (1-1/2) times the employee's base rate or actual time worked, whichever is greater. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

ARTICLE 8 – PROBATIONARY PERIOD

Section 1. Original Employment. All original hires or rehires, following separation from employment, shall serve a six (6) continuous month probationary period.

- A. Employees may be terminated during the probationary period at the sole discretion of the EMPLOYER without such termination being subject to the Grievance Procedure of this AGREEMENT.
- B. During the probationary period, employees shall earn sick leave and vacation as established by this AGREEMENT. However, employees may not use vacation leave during their probationary period.

ARTICLE 9 – SENIORITY

Section 1. Bargaining unit seniority shall be defined as length of employment with the EMPLOYER in the bargaining unit.

Classification seniority shall be defined as length of employment with the EMPLOYER in the classification.

Section 2. Break in Seniority. Seniority shall not be earned by an employee under the following conditions:

- A. During the period of a suspension.
- B. During a period of an unpaid leave of absence.
- C. During a period of lay-off as provided by this AGREEMENT.

Section 3. In the event it is necessary for the EMPLOYER to temporarily or permanently reduce the work force, employees shall be laid off in the effected classification in inverse order of their classification seniority provided the senior employee is qualified to perform the duties involved.

Section 4. The recall period shall be 12 months. Employees shall be recalled from layoff in order of their seniority, provided:

- A. No new employees shall be hired to a job classification within the bargaining unit for which an employee is on layoff until all qualified employees in a recall status have been offered an opportunity to return to work.

Section 5. The EMPLOYER shall maintain a seniority list of employees covered by this AGREEMENT at least once every twelve (12) months, a copy of which shall be made available and sent to the UNION upon request.

ARTICLE 10 – HEALTH AND MEDICAL INSURANCE

Section 1. Full-time and permanent part-time employees working at least thirty (30) hours per week shall be eligible for Employer contribution toward hospital and medical insurance coverage.

Section 2. For each insurance-eligible employee who selects single medical coverage, effective January 1, 2021, the Employer will contribute 100% of the single premium for the PEIP Value Option plan toward single medical coverage. For each eligible employee who selects family coverage, the Employer will contribute up to \$930 per month toward the family premium.

Any additional costs for such coverage shall be paid by the employee through payroll deduction. In no case shall the Employer contribution exceed that of the premium amount for the coverage (single or family) selected by the employee.

For employees electing the PEIP Value Option plan, the Employer will contribute \$1,200 for single coverage and \$1,500 for family coverage toward the employee's VEBA plan to be made monthly over the course of a full year of enrollment.

For employees electing the PEIP HSA Compatible plan, the Employer will contribute \$1,600 for single coverage and \$2,500 for family coverage toward the employee's HSA or VEBA plan to be made monthly over the course of a full year of enrollment.

Section 3. The Employer shall provide a 125 Plan for health and dental insurance for employees.

Section 4. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations, or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

Section 5. The Employer shall establish a term life insurance program subject to the limitations, benefits and conditions established by the contract between the Employer and the insurance carrier for a minimum of \$15,000.00.

Subd. 1. The term life insurance program shall provide a death benefit for all full-time and permanent part-time employees working a minimum of thirty (30) hours per week.

Subd. 2. The Employer shall pay the full cost of the monthly premium cost for the term life insurance program for full-time and permanent part-time employees working a minimum of thirty hours per week.

Section 6. The Employer shall establish a dental insurance program subject to the limitations, benefits and conditions established by the contract between the Employer and the insurance carrier.

Subd. 1. The Employer shall pay the full cost of the monthly premium cost of dental insurance for full-time and permanent part-time employees working a minimum of thirty hours per week.

Subd. 2. In the event an employee elects dependent coverage, the employee contribution toward the monthly premium for dependent coverage shall be paid by the employee through payroll deduction.

ARTICLE 11 – VACATION

Section 1. Probationary and permanent full-time employees earn vacation benefits at the following rate:

<u>Year of Employment</u>	<u>Vacation Hours Earned Per Pay Period</u>
Beginning Employment	3.385 (11 days per year)
Beginning Fifth Year	4 (13 days per year)
Beginning Tenth Year	5.231 (17 days per year)
Beginning Fifteenth Year	5.846 (19 days per year)
Beginning Twentieth Year	6.462 (21 days per year)
Beginning Twenty-Fifth Year	7.077 (23 days per year)

Section 2. In all cases, vacations shall be subject to the needs and service obligations of the Employer. In establishing the vacation schedule, an employee shall select a vacation period by seniority. Two (2) employees in the same job class may be scheduled for a similar vacation only with the approval of the Supervisor and mutual agreement between the employees and the Supervisor.

Section 3. Part-time employees shall earn prorated vacation benefits based on their normal work week.

Section 4. Newly hired probationary employees may accumulate vacation days at the rate outlined above, but may not use any of these days for vacation until they have attained permanent status.

Section 5. Employees eligible for vacation shall be allowed to carry over up to 240 hours of vacation from pay period to pay period.

ARTICLE 12 – SICK LEAVE AND LEAVES WITHOUT PAY

Section 1. Employees unable to report for their normal work day because of illness or injury shall notify the Supervisor of their absence, reasons for absence, and the expected duration of absence. Employees failing to give such notice may be subject to disciplinary action. Such notice shall be given on or before the beginning of the work day.

Section 2. Full-time employees shall earn sick leave at the rate of one (1) day (8 hours) for each completed month of service. Part-time employees shall earn prorated sick leave based on their normal work week.

Section 3. Employees shall not accrue more than five hundred twenty (520) hours of sick time.

Section 4. Sick leave benefits may be used under the following circumstances:

- A. Absence necessitated by the inability to perform the duties of the position by the reason of illness or injury.
- B. Absence for maintenance health or dental care.
- C. Absence due to contagious diseases, which could endanger the health of other employees or members of the public.
- D. Absence due to illness in the employee's immediate family. "Immediate family" shall be limited to grandparents, grandchildren, spouse, children/step-children, parent/step-parent, sibling, or spouse's parent.
- E. Use of sick leave may also be authorized in cases of death of the spouse, children, brothers, sisters, parents, grandparents or grandchildren of either the employee or his/her spouse and wards of the employee. Use of sick leave for this purpose shall receive prior approval from the Employer.
- F. Absence due to an approved Family Medical Leave.

Section 5. The Employer may require a doctor's certificate for absences due to illness which exceed three (3) days or in those cases where there appears to be an abuse of sick leave.

Section 6. Sick leave shall not accumulate to an Employee while in a non-pay status, except Employees on military leave.

Section 7. Sick Leave During Vacation Leave. When sickness occurs within a period of vacation leave, the period of illness may, on presentation of a report

from a registered practicing physician, be charged as sick leave and the charge against vacation leave reduced accordingly.

Section 8. An employee hired prior to January 1, 2013 who has sick leave accumulation in excess of eight hundred (800) hours as of the end of the last pay period in December shall have one-half of the hours accumulated in excess of eight hundred (800) hours added to the employee's vacation accrual, and the other one-half paid to the employee at the employee's regular rate of pay as of the last pay period in December.

ARTICLE 14 – HOLIDAYS

Section 1.

Subd. 1. The following shall be observed as holidays for regular full-time employees:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	State Veterans Day
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24th (4 hours in afternoon, if on a Mon-Thurs)
Christmas Day	December 25th

Subd. 2. In addition to the eleven (11) listed days, each employee covered by this AGREEMENT shall be granted with pay, two (2) floating holidays to be taken at the employee's discretion. The employee must have successfully completed their probationary period to be eligible for this holiday. The employee must request approval from the Supervisor at least 24 hours in advance to use the floating holiday. As similar to other holidays, a floating holiday does not carry over from one calendar year to the next. It must be used within the calendar year it is earned, or

the time will be lost.

Section 2. Full-time employees shall be paid 8 hours of holiday pay at straight time for the day of observance of each of the above listed holidays. To be eligible to receive compensation for an observed holiday, employees shall not have been absent without paid leave (paid leave being approved vacation, sick leave, or other approved paid leave) on the work day before and after the holiday.

Section 3. Part-time employees shall be paid a pro-rated holiday pay and pro-rated floating holidays based on an average of the number of hours the employee works per week. Part-time employees who are not scheduled to work on the day the holiday is observed shall receive a different day off, also pro-rated based on an average of the number of hours the employee works per week, with pay, scheduled by mutual agreement between the department head and employee.

Section 4. Holidays which occur on a Saturday will be observed on the previous Friday, and holidays which occur on Sunday will be observed on the following Monday.

Section 5. Regular full-time employees who work on a holiday shall be paid at the rate of one and one-half (1-1/2) times their regular straight time hourly rate for all such hours worked, in addition to the pay for the holiday.

If a holiday falls during an employee's vacation, that holiday will be charged as a holiday and not as vacation.

ARTICLE 15 – DISCIPLINARY PROCEDURES

Section 1. The EMPLOYER shall have the right to impose disciplinary action on employees for just cause.

Section 2. Disciplinary action by the EMPLOYER includes the following:

- A. Oral reprimand;
- B. Written reprimand;
- C. Suspension;

- D. Demotion, or
- E. Discharge.

Section 3. Employees who are suspended, demoted or discharged shall have the right to appeal such disciplinary actions through the grievance procedure as established by Article 16 (Grievance Procedure).

Section 4. Any disciplinary action more severe than an oral reprimand shall be in writing, a copy of which shall be sent to the employee and a copy to the UNION.

Section 5. The appeal of a discharge may be initiated by the UNION at Step 3 of the Grievance Procedure.

Section 6. Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.

Section 7. Employees may examine their own personnel file at reasonable times under the direct supervision of a representative of the EMPLOYER.

ARTICLE 16 – GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms of this AGREEMENT.

Section 2. Union Representative. The EMPLOYER will recognize Stewards designated by the UNION in accordance with Article 4 (Union Rights), as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article.

Section 3. Processing a Grievance. It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances, as hereinafter provided, is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours, only when consistent with employee duties and responsibilities. The aggrieved employee and a UNION Steward shall be allowed a reasonable amount of time

without loss of pay, when a grievance is investigated and presented to the EMPLOYER during normal working hours, provided that the employee and the Union Steward have notified and received the approval of their Supervisor, who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

Section 4. Procedure. Grievances, as defined by Section 1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within ten (10) calendar days after such alleged violation has occurred, present such grievance to the Supervisor. The Supervisor will discuss the alleged grievance with the employee and give an answer to such Step 1 grievance within ten (10) days following the discussion. A grievance not resolved in Step 1 and appealed by the UNION to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated and the remedy requested. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days following Step 1 answer shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by a UNION Steward and discussed with the Supervisor. The Supervisor shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days following the Step 2 discussion. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) days following the Step 2 answer shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by a UNION Business Representative and discussed with the EMPLOYER. The EMPLOYER shall give the UNION the EMPLOYER'S Step 3 answer in writing within ten (10) calendar days following the Step 3 discussion. Any grievance not appealed in writing to Step 4, if mediation is elected, or Step 5, if mediation is not elected, by the UNION within ten (10) calendar days following the Step 3 answer shall be considered waived.

Step 4. Either party may petition the Bureau of Mediation Services for the purpose of mediating the grievance. Any grievance not appealed in

writing to Step 5 by the UNION within ten (10) calendar days following mediation shall be considered waived.

Step 5. A grievance unresolved in Step 3 or 4 and appealed to Step 5 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) calendar days following the Step 3 response or within ten (10) calendar days following mediation if elected shall be considered waived. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances", as established by the Public Employment Relations Board.

Section 5. Arbitrator's Authority.

- A. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this AGREEMENT. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted.
- B. The Arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying, or varying in any way the application of laws, rules or regulations having the force and effect of law. The Arbitrator's decision shall be submitted in writing within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on the EMPLOYER, the UNION and the employees and shall be based solely on the Arbitrator's interpretation or application of the express terms of this AGREEMENT and the evidence and testimony presented.
- C. The fees and expenses for the Arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause

such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 6. Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

Section 7. If, as a result of the Employer response in Step 4, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of Article 16 or a procedure such as: Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 5 of Article 16, the grievance is not subject to the arbitration procedure as provided in Step 5 of Article 16. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 5 of Article 16 or another appeal procedure and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5 of Article 16.

ARTICLE 18 – WAGES

Section 1. Employees shall be paid in accordance with the wages set forth in Appendix A.

Subd. 1. 2.5% general increase effective January 1, 2021 for all members employed by the County as of the date of execution of this contract or thereafter.

Subd. 2. Step movement shall be granted on the 13th payroll.

Subd. 3. Employees who have separated from employment during the

contract duration are not eligible to receive retroactive pay increases.

Subd. 4. New employees shall normally be placed at the minimum of their classification. The Employer, however, reserves the right to place a new employee at a higher rate.

ARTICLE 19 – WAIVER

Section 1. This Agreement shall represent the complete Agreement between the Union and the Employer. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

Section 2. The parties mutually acknowledge that during the negotiations, which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this AGREEMENT was negotiated or executed.

ARTICLE 20 – SAVINGS CLAUSE

Section 1. The EMPLOYER and the UNION agree that it is their intention that this AGREEMENT not be in conflict with Federal or State law, rules or regulations properly promulgated thereunder.

Section 2. Any provision(s) of this AGREEMENT held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided, shall be void. All other

provisions of this AGREEMENT shall continue in full force and effect. The parties, on written notice, shall meet and renegotiate the voided provision(s).

ARTICLE 21 – MISCELLANEOUS

Section 1. The Employer will pay up to \$250.00 (two hundred fifty dollars) per year toward safety shoes (steel-toed or comparable work boots) and work clothes for Building Maintenance Workers upon presentation of the receipt. The employee is responsible for any amount over \$250.00. Employees who separate from employment during the probation period shall reimburse the County for the cost of the expended safety shoe allowance.

The Employer will pay up to \$150.00 (one hundred fifty dollars) per year toward safety shoes (steel-toed or comparable work boots) and work clothes for Custodians upon presentation of the receipt. The employee is responsible for any amount over \$150.00. Employees who separate from employment during the probation period shall reimburse the County for the cost of the expended safety shoe allowance.

Effective upon the ratification of the collective bargaining agreement, the Employer will provide a winter safety jacket to each Building Maintenance Worker. This provision shall sunset and expire effective December 31, 2021.

Section 2. Employees shall be subject to drug and alcohol testing consistent with the Minnesota Drug and Alcohol Testing in the Workplace Act. (policy forthcoming)

ARTICLE 22 – DURATION

Section 1. This AGREEMENT shall become effective January 1, 2021 and shall continue in effect through December 31, 2021 and shall continue in effect from year to year thereafter unless changed or terminated in the manner herein provided.

Section 2. Either party desiring to change the AGREEMENT must notify the other in writing at least sixty (60) calendar days prior to the expiration date specified in Section A of this Article.

IN WITNESS WHEREOF, the parties hereto have caused these present to be duly executed.

For: Mille Lacs County

For: International Union of
Operating Engineers, Local 70

David Monsour

David Monsour, Business Manager

Michael Dowdle

Michael Dowdle, President

Linda Powers

Linda Powers, Recording Secretary

Dan Wietman

Dan Wietman, Business Representative

Steward

Steward

Steward

5/27/21

Date:

Date:

DW/jcb/opei#12
Contracts/Mille Lacs

ATTACHMENT A – WAGE SCHEDULE



2021 Uniform Payscale LOCAL NO. 70
2.5% general adjustment

Grade	MIN	1	2	3	4	5	6	7	8	9	10	11
A	\$ 11.96	\$ 12.48	\$ 12.83	\$ 13.17	\$ 13.52	\$ 13.87	\$ 14.22	\$ 14.57	\$ 14.92	\$ 15.27	\$ 15.62	\$ 15.97
B	\$ 12.77	\$ 13.32	\$ 13.69	\$ 14.06	\$ 14.44	\$ 14.81	\$ 15.18	\$ 15.56	\$ 15.93	\$ 16.30	\$ 16.67	\$ 17.05
C	\$ 13.63	\$ 14.22	\$ 14.62	\$ 15.01	\$ 15.41	\$ 15.81	\$ 16.21	\$ 16.61	\$ 17.00	\$ 17.40	\$ 17.80	\$ 18.20
D	\$ 14.55	\$ 15.18	\$ 15.60	\$ 16.03	\$ 16.45	\$ 16.88	\$ 17.30	\$ 17.73	\$ 18.15	\$ 18.58	\$ 19.00	\$ 19.43
E	\$ 15.54	\$ 16.20	\$ 16.66	\$ 17.11	\$ 17.56	\$ 18.02	\$ 18.47	\$ 18.92	\$ 19.38	\$ 19.83	\$ 20.28	\$ 20.74
F	\$ 16.58	\$ 17.30	\$ 17.78	\$ 18.26	\$ 18.75	\$ 19.23	\$ 19.72	\$ 20.20	\$ 20.69	\$ 21.17	\$ 21.65	\$ 22.14
G	\$ 17.70	\$ 18.46	\$ 18.98	\$ 19.50	\$ 20.01	\$ 20.53	\$ 21.05	\$ 21.56	\$ 22.08	\$ 22.60	\$ 23.12	\$ 23.63
H	\$ 18.90	\$ 19.71	\$ 20.26	\$ 20.81	\$ 21.36	\$ 21.92	\$ 22.47	\$ 23.02	\$ 23.57	\$ 24.12	\$ 24.68	\$ 25.23
I	\$ 20.17	\$ 21.04	\$ 21.63	\$ 22.22	\$ 22.81	\$ 23.40	\$ 23.98	\$ 24.57	\$ 25.16	\$ 25.75	\$ 26.34	\$ 26.93
J	\$ 21.49	\$ 22.41	\$ 23.03	\$ 23.66	\$ 24.29	\$ 24.92	\$ 25.54	\$ 26.17	\$ 26.80	\$ 27.43	\$ 28.05	\$ 28.68
K	\$ 22.88	\$ 23.86	\$ 24.53	\$ 25.20	\$ 25.87	\$ 26.54	\$ 27.20	\$ 27.87	\$ 28.54	\$ 29.21	\$ 29.88	\$ 30.54
L	\$ 24.37	\$ 25.41	\$ 26.13	\$ 26.84	\$ 27.55	\$ 28.26	\$ 28.97	\$ 29.68	\$ 30.40	\$ 31.11	\$ 31.82	\$ 32.53
M	\$ 25.95	\$ 27.07	\$ 27.82	\$ 28.58	\$ 29.34	\$ 30.10	\$ 30.86	\$ 31.61	\$ 32.37	\$ 33.13	\$ 33.89	\$ 34.64
N	\$ 27.64	\$ 28.83	\$ 29.63	\$ 30.44	\$ 31.25	\$ 32.05	\$ 32.86	\$ 33.67	\$ 34.48	\$ 35.28	\$ 36.09	\$ 36.90
O	\$ 29.44	\$ 30.70	\$ 31.56	\$ 32.42	\$ 33.28	\$ 34.14	\$ 35.00	\$ 35.86	\$ 36.72	\$ 37.58	\$ 38.44	\$ 39.29
P	\$ 31.35	\$ 32.69	\$ 33.61	\$ 34.53	\$ 35.44	\$ 36.36	\$ 37.27	\$ 38.19	\$ 39.10	\$ 40.02	\$ 40.93	\$ 41.85
Q	\$ 33.39	\$ 34.82	\$ 35.79	\$ 36.77	\$ 37.74	\$ 38.72	\$ 39.69	\$ 40.67	\$ 41.64	\$ 42.62	\$ 43.59	\$ 44.57
R	\$ 35.56	\$ 37.08	\$ 38.12	\$ 39.16	\$ 40.20	\$ 41.24	\$ 42.27	\$ 43.31	\$ 44.35	\$ 45.39	\$ 46.43	\$ 47.47
S	\$ 37.87	\$ 39.49	\$ 40.60	\$ 41.71	\$ 42.81	\$ 43.92	\$ 45.02	\$ 46.13	\$ 47.23	\$ 48.34	\$ 49.45	\$ 50.55
T	\$ 40.33	\$ 42.06	\$ 43.24	\$ 44.42	\$ 45.59	\$ 46.77	\$ 47.95	\$ 49.13	\$ 50.30	\$ 51.48	\$ 52.66	\$ 53.84
U	\$ 42.95	\$ 44.79	\$ 46.05	\$ 47.30	\$ 48.56	\$ 49.81	\$ 51.07	\$ 52.32	\$ 53.57	\$ 54.83	\$ 56.08	\$ 57.34
V	\$ 45.74	\$ 47.71	\$ 49.04	\$ 50.38	\$ 51.71	\$ 53.05	\$ 54.38	\$ 55.72	\$ 57.06	\$ 58.39	\$ 59.73	\$ 61.06
W	\$ 48.72	\$ 50.81	\$ 52.23	\$ 53.65	\$ 55.07	\$ 56.50	\$ 57.92	\$ 59.34	\$ 60.77	\$ 62.19	\$ 63.61	\$ 65.03
X	\$ 51.88	\$ 54.11	\$ 55.62	\$ 57.14	\$ 58.65	\$ 60.17	\$ 61.68	\$ 63.20	\$ 64.71	\$ 66.23	\$ 67.74	\$ 69.26
Y	\$ 55.26	\$ 57.63	\$ 59.24	\$ 60.85	\$ 62.47	\$ 64.08	\$ 65.69	\$ 67.31	\$ 68.92	\$ 70.53	\$ 72.15	\$ 73.76

**Position Description**

~~ASSISTANT COUNTY ADMINISTRATOR/PERSONNEL DIRECTOR~~ H.R. COORDINATOR

Department:	Administrative Services Office
Grade:	U
Reports to:	County Coordinator Administrator
FLSA Overtime Status:	Exempt
Revision Date:	July, 2020 May, 2021

OBJECTIVE

~~The Assistant County Administrator/Personnel Director~~ H.R. Coordinator provides leadership, guidance, and support to staff, management, and elected officials in a wide variety of human resource areas. Performs professional and complex work in the areas of employee benefits, training and development, employee, and labor relations, union contract administration, county policy administration, job classification/evaluation, and compensation. ~~develops and administers Mille Laes County personnel programs, including the areas of recruitment, selection, labor relations, position classification, and compensation. Assigned to function as Acting County Administrator in the absence of the County Administrator. This position is responsible for reviewing, analyzing, and coordinating changes in web content on Mille Laes County's external and internal web sites.~~

SCOPE

Works under direction of the County ~~Coordinator~~ Administrator. Provides supervision to office staff. ~~In the absence of the County Administrator, this position is responsible for the management of the affairs of the County for which the County Administrator has authority.~~

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. Provides direct supervision over other department heads as assigned by the County Administrator.~~
- ~~2.1.~~ Manages and directs personnel programs and services, such as recruitment and selection, classification and compensation, employee relations, records administration, employee benefits, and employee evaluation. Implements and participates in all recruitment and selection processes, in consultation with appropriate department heads. Develops employee relations programs. Coordinates staff development, training, education, and orientation programs.
- ~~3.2.~~ Analyzes and interprets rules and employment laws; and, develops and recommends new or revised policies as necessary. Implements approved policies. Ensures compliance with the Fair Labor Standards Act, Family Medical Leave Act, Americans with Disabilities Act, Minnesota Public Employment Labor Relations Act, Minnesota Veterans Preference Act, and other related laws and regulations. Advises department heads to ensure the appropriate and consistent interpretation/application of personnel policies and employment law for the County.

- 4.3 Participates in labor contract negotiations, grievances, arbitrations, court, and/or administrative proceedings as needed. ~~Designated negotiator in absence of the County Administrator. Investigates accusations of policy or bargaining contract violations.~~
- 5.4 Manages the County's insurance programs, including the areas of workers' compensation, tort, and auto liability, and required reports to meet state and federal OSHA 300 log requirements.
- 6. ~~Develops and maintains a strategic plan for the County's web presence based on management priorities, policy directions, and goals; responsible for content on the County website, ensuring that it complies with the MN Government Data Practices Act.~~
- 7.5 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.
- 8.6 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.
- 9.7 Responsible for development and implementation of County-wide policies relating to data management, including records retention, document storage, scanning, and forms standardization.
- 10.8 Provides budgeting information to County ~~Coordinator~~ Administrator concerning employee-related cost projections and other requested budgetary data.
- 11.9. _____ Performs other job-related duties as assigned.

MINIMUM QUALIFICATIONS

The job requires a ~~bachelor's~~ master's degree in business or public administration, with a human resource focus; and three or more years of experience in government operations or human resource management, including budgeting experience; OR an equivalent combination of education and experience sufficient to perform the essential functions of the position. A valid driver's license is required. ~~Knowledge of web technology is preferred.~~ Must successfully complete a criminal history background check.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of laws and regulations related to personnel, including the Data Practices Act, Minnesota Veterans Preference Act, Fair Labor Standards Act, Minnesota Public Employment Labor Relations Act, ADA, FMLA, COBRA, and other employment laws; Equal Employment Opportunities requirements and the principles of Affirmative Action; employment testing, classification, and compensation; administrative practices; the operation of the County Board and its committees; personnel policies, labor contracts; procedures and practices of collective bargaining; rules and procedures of the Minnesota Bureau of Mediation Services; the political and organizational structure of Mille Lacs County government; the rules, regulations, and laws affecting the Mille Lacs County Administrative Services Office; the principles, practices, and procedures used in records management operations, including electronic



Position Description

systems; Occupational Safety and Health Act, including the Employee Right-to-Know Law, and related occupational, safety, and health regulations; the Minnesota Workers' Compensation Law and its administration.

Skill in analyzing personnel problems and developing solutions.

Ability to communicate effectively, both orally and in writing; present arguments logically, both orally and in writing; analyze information and formulate decisions or recommendations based on that analysis; develop and maintain effective working relationships with the Mille Lacs County Coordinator/Administrator, Mille Lacs County Commissioners, department heads, human resource officers from other jurisdictions, co-workers, and the general public; use discretion in the handling of confidential information; maintain records and prepare reports; make decisions or recommendations in the absence of specific or concrete guidelines; operate all job-related equipment; demonstrate effective oral English communication skills; understand and carry out oral and written instructions.

EQUIPMENT USED

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

WORKING CONDITIONS

Work is performed in and around an office setting; frequent movement is required, including standing and sitting, walking indoors and outdoors to various departments, and climbing and descending stairs. Subject to frequent interruptions; requires significant use of a keyboard. ~~Regular local travel is required, which may include driving in inclement weather.~~ The job requires dealing with and calming individuals who may be emotionally charged over an issue. There is frequent attention to detail and continual deadlines; required to work under pressure.

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: 2/20/18

Tuesday, June 15, 2021
Board Room, Upper Level of the Historic Courthouse

ORIGINAL

ADD ONS:

- 5.9 Approve Rum River Longbeards' Request for Gambling Permit
 - 5.10 Consider Agreement Between Minnesota Department of Revenue and Mille Lacs County for Collection of a Local Transit Sales and use Tax
 - 5.11 Consider entering into a Retainer Agreement for Legal Services
 - 5.12 Consider Assigning Interim County Auditor-Treasurer Duties to the County Coordinator
 - 5.13 Authorize Closure of County Road 1 in Bock on July, 4, 2021
 - 5.14 Consider Closed Session for CD4 Settlement Discussion
-
-



ADD ON

S. 9

Board Agenda Request Form
Board of County Commissioners**Requested Meeting Date:** 06/15/21(Board meets the 1st and 3rd Tuesday of each month)**Title of Item for Consideration:****Approve Rum River Longbeards' Request for Gambling Permit****Consent Agenda**☐ Approve/Deny Motion ☐ Information Only☐ Schedule Public Hearing*

*provide sample notice that will run in paper

Regular Agenda – Estimate Time Needed: 5 minutes☒ Approve/Deny Motion ☐ Discussion Item☐ Direction Requested ☐ Hold Public Hearing*☐ Presentation of Information

*provide copy of hearing notice that was published

Submitted by:

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):

Rum River Longbeards submitted an Application for Exempt Permit to conduct a raffle event on August 14, 2021 at Northern Lights Ballroom & Banquet Center located at 10376 112th Ave, Milaca, MN 56353. County Board approval is required.

Alternatives/Options/Comments:**Recommended Action/Motion:**

Adopt Resolution (attached) to approve the Application for Application for Exempt Permit for Rum River Longbeards to conduct a raffle event on August 14, 2021 at Northern Lights Ballroom & Banquet Center located at 10376 112th Ave, Milaca, MN 56353

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/AgreementApproved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____☐ Minutes of Relevant Meeting(s)☒ Background Information (such as price quotes, etc.)

Gambling Application

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

Board of County Commissioners
Mille Lacs County, Minnesota

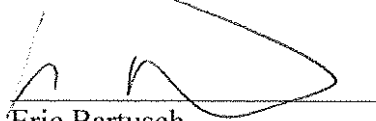
Resolution No. 06-15-2021-02

Approval of Charitable Gambling

BE IT RESOLVED, the Mille Lacs County Board of Commissioners hereby approves granting an Exempt Permit for Rum River Longbeards to conduct a raffle event on August 14, 2021 at Northern Lights Ballroom & Banquet Center located at 10376 112th Ave, Milaca, MN 56353

Adopted this 15th day of June, 2021

Attest:

A handwritten signature in black ink, appearing to read 'Eric Bartusch', written over a horizontal line.

Eric Bartusch
Board Clerk

A handwritten signature in black ink, appearing to read 'David Oslin', written over a horizontal line.

David Oslin
County Board Chairperson

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

11/17
Page 1 of 2

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Rum River Longbeards

Previous Gambling Permit Number: 30826

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 18972 115th St NE

City: Foreston State: MN Zip: 56330 County: Benton

Name of Chief Executive Officer (CEO): David Totzke

CEO Daytime Phone: 320-362-0568

CEO Email: ih100tractor@jetup.net

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal

☐ Religious

☐ Veterans

☒ Other Nonprofit Organization

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

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

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Northern Lights Ballroom & Banquet Ctr

Physical Address (do not use P.O. box): 10376 112th Ave

Check one:

☐ City: Milaca Zip: 56353 County: Mille Lacs

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 8-14-21

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

☐ Bingo

☐ Paddlewheels

☐ Pull-Tabs

☐ Tipboards

☒ Raffle

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

5.9

11/17
Page 2 of 2**LG220 Application for Exempt Permit****LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)****CITY APPROVAL
for a gambling premises
located within city limits**☐

The application is acknowledged with no waiting period.

☐

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

☐

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

**COUNTY APPROVAL
for a gambling premises
located in a township**☐

The application is acknowledged with no waiting period.

☐

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

☐

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: David Totzke
(Signature must be CEO's signature; designee may not sign)Date: 6-4-21Print Name: David Totzke**REQUIREMENTS****Complete a separate application for:**

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

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS**Mail application with:**

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

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

Questions?

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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

An equal opportunity employer



ADD ON

5.10**Board Agenda Request Form**
Board of County Commissioners**Requested Meeting Date:** 06/15/2021*(Board meets the 1st and 3rd Tuesday of each month)***Title of Item for Consideration:**

Consider Agreement Between Minnesota Department of Revenue and Mille Lacs County for Collection of a Local Transit Sales and Use Tax

Consent Agenda

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

provide sample notice that will run in paper*Regular Agenda – Estimate Time Needed:** 5 minutes

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

provide copy of hearing notice that was published*Submitted by:**

Lisa Herges

Department:

ASO

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

Lisa Herges, Interim County Coordinator

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

This is an agreement between the Minnesota Department of Revenue and Mille Lacs County regarding the Mille Lacs County Resolution Number 08-02-16-01 adopted August 2, 20016 and Resolution Number 12-15-20-01 adopted December 15, 2020. This authorized the use of Mille Lacs County transit sales tax and Mille Lacs County transit use tax.

Alternatives/Options/Comments:**Recommended Action/Motion:**

Approve Agreement Between Minnesota Department of Revenue and Mille Lacs County for Collection of a Local Transit Sales and Use Tax

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.)

Agreement Between Minnesota Department of Revenue and Mille Lacs County for Collection of a Local Transit Sales and Use Tax

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



Agreement Between Minnesota Department of Revenue and Mille Lacs County for Collection of a Local Transit Sales and Use Tax

Introduction

This agreement concerns administration of local taxes identified below:

- Mille Lacs County transit sales tax
- Mille Lacs County transit use tax

Laws of Minnesota 2013 and Minnesota Statute 297A.993 authorize the above taxes. The taxes are imposed by Mille Lacs County Resolution Number 8 – 2 – 16 – 01 adopted August 2, 2016 and Mille Lacs County Resolution Number 12 – 15 – 20 – 01 adopted December 15, 2020.

Administration, collection and enforcement

The Department of Revenue (department) will administer, collect, and enforce the Mille Lacs County taxes identified in the introduction, as authorized under:

- Minnesota Statutes, section(s) 297A.99, and
- any other governing laws or statutes identified in the introduction

The administration, collection, and enforcement process will follow:

- Minnesota Statutes, Chapters 297A, 289A, and 270C
- Minnesota rules Chapter 8130, and
- Administrative procedures

Local tax administration also includes processing refunds, litigation, and authority to enter into settlement agreements on behalf of Mille Lacs County. If the local tax revenues collected are not sufficient to cover actions taken, Mille Lacs County must provide the department with sufficient funding to process all adjustments.

Mille Lacs County agrees to update the resolution listed above as needed to remain consistent with current language and definitions used in the governing Minnesota Statutes. Mille Lacs County further agrees to take corrective action within 90 days if notified by the department of required resolution language changes. The department will not enforce or engage in compliance activities for local taxes administered by the department if any portion of Mille Lacs County's Resolution is not consistent with the governing Minnesota statutes. Local special taxes imposed before 2010 are not subject to this limitation.

Registration of vendors

The department is responsible for notifying vendors that are registered for state sales and use tax of their obligations to collect and remit Mille Lacs County taxes covered by this agreement. The department is also responsible for informing newly registered businesses of their obligations to collect and remit Mille Lacs County sales and use taxes covered by this agreement.

Accounts registered for state sales and use tax who have a ZIP Code in the Mille Lacs County tax jurisdiction will be registered for the Mille Lacs County taxes by the department. We will mail an informational notice of registration to these businesses.

Outreach and education

The department will register and notify all vendors that are currently registered for state sales and use tax and the general public about the Mille Lacs County taxes by posting a notice on the department's website (www.revenue.state.mn.us). Other notifications will be made at the time of registration, through the department's website.

Mille Lacs County acknowledges that there is no cost-effective way to identify specific vendors located outside the Mille Lacs County taxing jurisdiction who are required to be registered for Mille Lacs County taxes. Identification of these vendors will be voluntary by vendor response to general notifications by the department and through other contacts that the vendor has with the department or the Streamlined Sales Tax Governing Board's (SSTGB) central registration system.

Publicity

If Mille Lacs County maintains an official website, it will display (on its main web page) a link to a notice that residents and businesses may reference for more information about the local taxes. Mille Lacs County will briefly describe the taxes and provide a link to the department's website (www.revenue.state.mn.us). Also state in the description that local use taxes on purchases of goods and services made outside of the political subdivision that are used in the political subdivision, are subject to local use taxes.

Local governments that bill residents and businesses for utilities must include a notice of the local taxes at least once per year. The notice must include a brief description of both the local sales and use taxes, and reference the department's website link.

Returns and remittance

Vendors will collect and remit Mille Lacs County taxes covered by this agreement as part of their Minnesota sales and use tax returns, which include simplified electronic returns (SER's) authorized by the SSTGB. Revenues collected by the department are deposited in the State Treasury and credited to a special account. The department will draw from this account to recover department costs as provided in this agreement, and to transmit collections to Mille Lacs County. Mille Lacs County will accrue no interest on this amount.

Transmittal of tax

The department will transmit the taxes reported on returns monthly through the automatic clearinghouse system. For each month of collection, two transmittals are made. The first will be transmitted approximately five business days after month end. The second transmittal will be sent approximately 40 days after month end. The second transmission will reflect any adjustments made for refunds issued by the department for tax reported in error.

The department retains, from the second monthly payment, a fee for administering, collecting, and enforcing the Mille Lacs County taxes as provided in this agreement. The department sends an email each month to the contact person showing the breakdown of the month's collections and administrative fees deducted.

Reports

Upon request, the department will provide Mille Lacs County with a report showing information about taxpayers and the amount of taxes remitted. This report can be requested once per year at no additional cost. Mille Lacs County must submit a written request via email or US mail. The department will consider requests for more frequent reports for an additional administrative fee.

Disclosure

Mille Lacs County understands that any local sales and use tax account information given to it by the department is subject to the classification and disclosure provisions in Minnesota Statutes, chapters 13 and 270B. Pursuant to Minnesota Statutes, section 270B.12, subdivision 2, such information can only be used to the extent necessary to administer the local sales or use tax.

The department will provide disclosure training materials to Mille Lacs County's designated representative. Mille Lacs County must train any employees with a business need to access not public Minnesota sales and use tax information provided by the department. All employees who have a business reason to access not public tax information must complete the required training annually. New employees and other users who did not previously have a business reason to access not public tax information must complete the training before they may be granted access it.

Mille Lacs County must update its disclosure authorization form by December 31 of each year, providing a list of all personnel who are trained and authorized to view not public Minnesota sales and use tax information. If an authorized employee or official no longer needs access to tax information due to a change of duties, separation from employment, or any other reason, it is Mille Lacs County's obligation to instruct the department's local tax liaison to terminate access rights for that individual by the start of the next calendar quarter.

Failure to conduct the required disclosure trainings or update the user access list as described above will result in the department suspending Mille Lacs County's access to not public Minnesota sales and use tax information until such training is completed.

Inspection of records and audit information

The department will allow Mille Lacs County to inspect and audit all data, records, and other information relating to its local sales or use tax, the cost of collecting the tax, and the performance by the department under this agreement. Mille Lacs County will submit any requests to inspect the sales or use tax data to the department in writing, as prescribed by the department.

Reimbursement of costs

The department will review its own direct and indirect costs for administering, collecting, and enforcing local taxes as needed and adjust costs accordingly. If changes are required, the department will notify Mille Lacs County of the estimated cost for administering, collecting, and enforcing the local taxes by January 1 of the year prior to the beginning of the State's fiscal year when the change will be implemented. All local jurisdictions share in the cost of local tax administration. The calculations are

based on the share of total revenues and total tax lines reported on Minnesota sales and use tax returns for each local area. The department weights each jurisdiction's percentage of revenue by one third and their percentage of tax lines by two thirds to compute their monthly percentage of total administrative costs.

Example:

Assume monthly totals for all Local Sales Taxes:

Total Tax revenues	\$20,000,000.00
Total Tax lines on returns	90,000.00
Total Administrative costs	\$200,000.00

If Local Tax A has revenues of \$1,600,000.00 (8% of the total) and 9,000 tax lines (10% of the total) their share of monthly expenses would be 9.34% or \$18,680.00, which represents approximately 1.17% of their monthly revenues. The following is how the 9.34% was calculated:

$$\begin{aligned}
 8\% \times 1/3 &= 2.67\% \\
 10\% \times 2/3 &= \underline{6.67\%} \\
 &9.34\%
 \end{aligned}$$

Termination of a local tax

The department will provide a report to Mille Lacs County after the last month that the tax is in effect. The report will indicate the total amount of Mille Lacs County taxes, corresponding adjustments made, prior month corrections, and administrative fees retained. In addition, when a tax ends, the department retains 20 percent of gross receipts from the last month of collections, to be used as a fund to make adjustments or refunds. The portion of this fund not used for refunds or adjustments will be transmitted to Mille Lacs County at the close of the period of limitations. The account remains open for a period equal to the statute of limitations provided in Minnesota Statutes, section 289A.40, for sales and use tax returns. The account will be reconciled, and Mille Lacs County will be notified of the final settlement.

Responsibilities

When the boundary limits for Mille Lacs County change, it is the responsibility of Mille Lacs County to notify and provide the department with the updated boundary information. The department will only update the rate calculator and ZIP Code guide upon receiving this information. Minnesota Statute requires that the department notify vendors of their tax obligations when boundaries change. Vendors not notified will be relieved of liability until notification occurs. The department will not engage in compliance activities for vendors in the new boundary area who have not been formally notified of the change.

If Mille Lacs County updates or amends the county resolution relating to the Mille Lacs County tax covered by this agreement, Mille Lacs County must provide a draft of the changes to the department for review before it is made final. The department will review the changes to ensure compliance with governing statutes. Mille Lacs County will then provide the department with a signed copy of the revised or amended Resolution.

Mille Lacs County must provide the department with current contact information annually and advise when any changes occur. This includes, but is not limited to, the contact person, phone number, address, and email.

Effective date

This agreement is effective the day following imposition of the tax and supersedes any previous agreement.

Modifications

Modifications to this agreement must be in writing and signed by the Commissioner of Revenue and an authorized representative of Mille Lacs County.

Minnesota Department of Revenue

Signature: _____

Robert Doty
Commissioner of Revenue

Date: _____

Mille Lacs County Representative

Signature: _____

Print Name: Lisa Helges

Print Title: County Coordinator

Date: 6/18/2021

Signature: _____

Print Name: David Oslin

Print Title: County Board Chairperson

Date: 6/15/2021



ADD ON

5.11

Board Agenda Request Form
Board of County Commissioners**Requested Meeting Date:** 06/15/2021(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Consider entering into a Retainer Agreement 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: 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: Lisa Herges	Department: ASO
Who will attend the meeting and be able to respond to questions? Give name and title: Lisa Herges, Interim County Coordinator	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Consider entering into a retainer agreement for legal services with Rupp, Anderson, Squires & Waldspurger, P.A., Attorneys at law for the provision of professional legal services relating to land use and zoning issues for the remainder of the year.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Authorize entering into a retainer agreement for legal services	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$5,000 Are funds available in the budget? ☒ Yes ☐ No If no, please explain:	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☐ Background Information (such as price quotes, etc.)	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	



ADD ON

S.12

Board Agenda Request Form
Board of County Commissioners**Requested Meeting Date:** 06/15/2021(Board meets the 1st and 3rd Tuesday of each month)**Title of Item for Consideration:**
Consider Assigning Interim County Auditor-Treasurer duties to the County Coordinator**Consent Agenda**

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

*provide sample notice that will run in paper

Regular Agenda – Estimate Time Needed: 5 minutes

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

*provide copy of hearing notice that was published

Submitted by:

Lisa Herges

Department:

ASO

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

Lisa Herges, Interim County Coordinator

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

Consider assigning the Interim County Auditor-Treasurer duties to the County Coordinator effective June 26, 2021 until such time when the position of the Auditor-Treasurer is no longer vacant.

Alternatives/Options/Comments:**Recommended Action/Motion:**

Assign Interim Auditor-Treasurer duties to the County Coordinator

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: _____



ADD ON

5.13

Board Agenda Request Form
Board of County Commissioners**Requested Meeting Date:** 06/15/21(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Authorize Closure of County Road 1 in Bock on July 4, 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: <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 Knopik, County Engineer	Department: Public Works
Who will attend the meeting and be able to respond to questions? Give name and title: Neal Knopik County Engineer	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): The City of Bock requested the closure of County Road 1 for the 4th of July Parade event taking place on July 4, 2021. This was submitted by the city of Bock this morning.	
Alternatives/Options/Comments:	
Recommended Action/Motion: Approve the closure of County Road 1 in Bock.	
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 June 15th, 2021	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	

E-mail: publicworks@co.mille-lacs.mn.us

CSAH 1 County Road 1

PERMIT # 06-15-21-001

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 Boock		Circle One: <u>Community Event</u> or Private Event
Address: P.O. Box 88 Boock MN		Name of Event: 4th of July Parade
Telephone Number: 3205563379	Fax Number:	Date and Time of Event: 4th of July 8 Am till 1 am on July 5th
Detailed Description of Road Closing (starting and end point, etc.): Close Road from Hwy 23 to Ivy Road for parade. Road Barrard -- 8 (Laura Bekies) Dennis Girard		

Dated _____

Signature _____

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:



CERTIFICATE OF LIABILITY INSURANCE

5.13

DATE (MM/DD/YYYY)
09/08/2020

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 56371		CONTACT NAME: Kim Seutter PHONE (A/C, No, Ext): (763) 389-3650 FAX (A/C, No): (763) 389-3651 E-MAIL ADDRESS: Kims@PrincetonIns.com	
INSURED City of Bock PO Box 88 Bock MN 56313		INSURER(S) AFFORDING COVERAGE INSURER A: League of MN Cities Ins Trust INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** Master 2020 - 2021**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 BUBB INSD 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 ☐ PRO-JECT ☐ LOC ☐ OTHER:		CMC 1004372-4	10/04/2020	10/04/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOPO AGG \$ 3,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WC 1001454-5	02/22/2021	02/22/2022

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

Mille Lacs County is named as Additional Insured for road closures with regard to Santa Days, Putting around Milleca, the 4th of July Parade, Kick Cancer to the Curb on County Rd 1, Bock, MN.

CERTIFICATE HOLDER**CANCELLATION**

Mille Lacs County 635 2nd St SE Milleca MN 56363	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 Seutter</i>
--	---

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RESOLUTION # 2021-3

A RESOLUTION REQUESTING THAT THE COUNTY OF MILLE LACS ALLOW
THE CITY OF BOCK TO ANNUALLY CLOSE A PROTION OF WALL AVE
(CR 1) FOR VARIOUS BOCK EVENTS

WHERE AS, the City of Bock desires various sections of County Road 1 (Wall Ave.) be closed annually at various times on the as noted below for the following noted community events, and

1. The 4th of July Parade held on the 4th of July from approximately 8am to 1am on 5th of July for the usages of a parade route and other city actives.

WHERE AS, The City agrees to comply with the terms of the County agreement for closing county roads date May 1, 1990 in all respects, and

WHERE AS, 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

WHERE AS, The City has obtained the necessary insurance certificates from sponsor and any carnival or commercial vendors involved,

NOW THEREFORE, BE IT RESOLVED, The City of Bock here by requests the County all the City of Bock to close CR 1 on the time and dates of each year as noted and above and, herby authorizes the City Clerk to execute the agreement with the county.

ADOPTED this 14th day of June 2021

ATTEST


Adam Booth, Mayor

Laura - Acting mayor:
Bekius


Patricia Buss, City Clerk/Treasurer

AGREEMENT TO CLOSE A COUNTY ROAD

May 1, 1990

Mille Lacs County authorizes the closure of County Road 1 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 Bock

Signature Patricia Beers

Title Clerk

Dated 6/14/2021

COUNTY OF MILLE LACS

Signature David Oslin

Title County Board Chairperson

Dated 6/15/2021



5.14

ADD ON

Board Agenda Request Form
Board of County Commissioners**Requested Meeting Date:** 06/15/21(Board meets the 1st and 3rd Tuesday of each month)

Title of Item for Consideration: Consider Closed Session for CD4 Settlement Discussion	
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: Joe Walsh	Department: Mille Lacs County Attorney's Office
Who will attend the meeting and be able to respond to questions? Give name and title: Joe Walsh, Mille Lacs County Attorney	
Summary of Issue (include previous Board or Committee actions and/or minutes, as well as applicable dates): Mille Lacs County made an initial offer of settlement that was rejected by the contractor Reliable Tree Service. As your County Attorney, I need to discuss with the Board the settlement negotiation strategy regarding this dispute. This discussion would lose all value if it were publicly known. Pursuant to Minn. Stat. sec. 13D.05, subd. 3(b), the meeting will be closed under the attorney/client privilege to discuss settlement negotiation strategy arising out of the landowner dispute regarding County Ditch 4. As County Attorney, I have weighed the interests of the open meeting law against the need for absolute attorney-client confidentiality and determined that, for the purposes of discussing settlement strategy only, the need for absolute confidentiality requires a closed meeting. See Prior Lake American v. Wes Mader, et al., 642 N.W.2d 729 (Minn. 2002)	
Alternatives/Options/Comments: The alternative is to make a public offer without discussing settlement negotiation strategy.	
Recommended Action/Motion: Approve closed meeting to discuss settlement negotiation strategy.	
Financial Impact: Is there a cost associated with this request? ☒ Yes ☐ No What is the total cost, including tax and shipping? \$TBD Are funds available in the budget? ☐ Yes ☒ No If no, please explain:	
Additional Information Attached: ☐ Contract/Agreement Approved by County Attorney's Office: ☐ Yes ☐ No If no, please explain: _____ ☐ Minutes of Relevant Meeting(s) ☐ Background Information (such as price quotes, etc.)	
Board action: (for use by Recording Secretary) ☐ Approved ☐ Denied ☐ Tabled: _____	