AGENDA

8:30 am I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
A. Roll Call
B. Approval of Minutes – Regular Meeting – January 9, 2018
C. Approval of Minutes – Special Meeting – January 11, 2018
D. Approval of Minutes – Work Session – January 16, 2018
E. Approval of Agenda
F. Presentation of Flag (Steve Tuma)

8:35 am II. COMMUNITY HEALTH BOARD: Deb Purfeerst
A. Agent of Board Appointment

8:45 am III. ENVIRONMENTAL SERVICES: Julie Runkel
A. Recycling Carts - Authorizing Purchase
B. Adoption of Resolution #18-004/Amending Zoning of Property - Bauer - Section 33, Cannon City Township
C. FY 2016-2017 and FY 2018-2019 Natural Resources Block Grant Agreements

8:50 am IV. SOCIAL SERVICES: Mark Shaw
A. Adoption of Resolution #18-009/Supporting State Capital Investment to Meet People's Behavioral Health Needs
B. Social Services Department Contract with Workforce Development, Inc.

8:55 am V. HUMAN RESOURCE: Carol Kritzer
A. Adoption of Resolution #18-008/Establishing Minimum Salary to Pay Elected Officials for Term Beginning 2019

9:00 am VI. SHERIFF'S OFFICE: Troy Dunn
A. 2017/2018 Violent Crime Enforcement Teams Grant Agreement Amendment

9:05 am VII. ADMINISTRATION: Sara Folsted
A. Consent Agenda
   1. Payment of Bills
   2. Extra Time/Over Time Report (1/05/2018)
   3. Personnel Appointments

9:10 am VIII. ADJOURN (The Board may meet as a group for lunch)

SPECIAL NEEDS: If you require special services to attend or participate in a public meeting, please call the County’s Administration Office at 507.332.6101 or e-mail slangevin@co.rice.mn.us. TDD users can call 507.332.6248. Please call 24 hours before the meeting, if possible.
I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE
   A. Roll Call - The meeting was called to order by Commissioner Steve Bauer, Chairperson. Members present were: Gillen, Docken, Malecha, Miller and Bauer.

   B. Motion by Miller, seconded by Gillen, to approve the minutes of December 26, 2017.
   RESULT: Approved [Unanimous]
   AYES: Gillen, Malecha, Miller, Bauer, Docken

   C. Motion by Malecha, seconded by Docken, to approve the minutes of January 2, 2018.
   RESULT: Approved [Unanimous]
   AYES: Gillen, Malecha, Miller, Bauer

   D. Motion by Docken, seconded by Miller, to approve the agenda as presented.
   RESULT: Adopted [Unanimous]
   AYES: Gillen, Malecha, Miller, Bauer, Docken

   E. Retirement Recognition (Laurie Markman)
   Laurie Markman was presented with a retirement gift. No formal action was taken.

II. COMMUNITY HEALTH BOARD: Julie Runkel
   Motion by Gillen, seconded by Docken, to move into Community Health Board.
   RESULT: Adopted [Unanimous]
   AYES: Gillen, Malecha, Miller, Bauer, Docken

   A. Motion by Docken, seconded by Gillen, to adopt Resolution #18-007 - Resolution to Abate Public Health Nuisance.
   RESULT: Adopted [Unanimous]
   AYES: Gillen, Malecha, Miller, Bauer, Docken

   Motion by Docken, seconded by Gillen, to move out of Community Health Board.
   RESULT: Adopted [Unanimous]
   AYES: Gillen, Malecha, Miller, Bauer, Docken

III. COMMUNITY CORRECTIONS: Christine Curtis
   A. Motion by Gillen, seconded by Malecha, to approve the Community Corrections Comprehensive Plan; and to authorize the Board Chairperson’s signature on the Grant Application Agreement for 2018-2019.
   RESULT: Approved [Unanimous]
   AYES: Gillen, Malecha, Miller, Bauer, Docken
IV. HIGHWAY: Dennis Luebbe

A. Motion by Gillen, seconded by Docken, to award Contract #18-01 to Kielmeyer Construction Inc. for crushing and stockpiling bituminous millings in the amount of $2.58 per ton.

RESULT: Approved [Unanimous]
AYES: Gillen, Malecha, Miller, Bauer, Docken

B. Motion by Gillen, seconded by Malecha, to adopt Resolution #18-005 - Resolution Approving MN-DOT Agreement #1030066.

RESULT: Adopted [Unanimous]
AYES: Gillen, Malecha, Miller, Bauer, Docken

V. ADMINISTRATION: Sara Folsted

A. Consent Agenda

Motion by Malecha, seconded by Miller, to approve the Consent Agenda as presented:

RESULT: Approved [Unanimous]
AYES: Gillen, Malecha, Miller, Bauer, Docken

1. Payment of Bills

Bills totaled $635,473.90. Claims over $2,000 as listed: Ancom Communications $3,152.30, AMC $26,841, Blahnik Prchal & Stoll $4,500, J. Scott Braden $22,166, Cannon River Drug $5,866, Clifton Larson Allen $14,000, CIT $39,965.99, Stephen R Ecker $2,331.32, Essex Capital $7,250, Faribault Area Senior Citizens $5,751, City of Faribault $53,399.75, Hope Center $9,000, inData $3,816, Journal Communications $6,580.25, City of Lonsdale $5,312.50, Maco $2,130, Metro Sales $9,509.57, MnCCC Mi33 $30,414.83, Minnesota County Attorney Association $6,190, MN Homecare Association $3,267.75, City of Northfield $48,059.75, Northfield Senior Citizens $4,300, Prairie’s Edge Humane Society $5,000, Rice County Agricultural Society $5,000, Rice County Historical Society $9,821.50, Rice County SWCD $52,976.75, Securus Technologies $5,450, Southern Minnesota Initiative Foundation $2,550, Summit Food Services $10,956.66, Verizon Wireless $2,597.81, Ronald W & Jacquelyn C Donner $6,500, Krohnberg Garage $4,473.52, Nuss Truck Group $10,490.54, Jonathon E & Guynel Reid $3,000, Rice County Court Administration $10,500, Rice County Court Administration $3,000, Rice County Court Administration $11,000, AmeriCare Mobility Van $4,497.94, Next Chapter Technology $93,334, Hakanson Anderson $7,650, Inver Grove Heights Recyclery $7,302.26, Terracon Consultants $2,797. Additional Social Service bills totaled $129,544.10. Claims over $2,000 as listed: Alternative Resolutions $14,030.71, Mark A or Rebecca Bushaw $2,525.88, DHS-Swift $22,592.34, Gerard Treatment Programs $3,341.23, Kindred Family Focus $3,053.81, Laura Baker Services $7,861.60, Jared or Emily Matthew $2,317.56, David & Carol Musel $2,270.75, Martin & Sheila Pforr $5,004.64, Jennifer or Aaron Rothmeyner $4,227.85, Rachel Schirmer $2,752.18, IvyJo Strube $2,397.17, Yolanda Taylor $3,159.83, Eric Torres $2,382.97, Village Ranch $2,609.89.

2. Extra Time/Over Time Report (12/22/2017)

3. Personnel Appointments

Christina Albers, Temp. FT Case Aide, Social Services @ $17.94/hr., eff. 12/28/2017
SuAnn Fillipi, Reg. FT Social Worker (Chemical Dependency), Social Services @ $28.37/hr., eff. 01/17/2018
Kelly Koktavy, Reg. FT Financial Eligibility Worker, Social Services @ $19.67/hr., eff. 01/08/2018
Laurie Rosas, Reg. PT Social Worker (Guardian), Social Services @ $27.59/hr., eff. 01/02/2018

VI. ADJOURNMENT
Motion by Malecha, seconded by Gillen, to adjourn the meeting.

RESULT: Approved [Unanimous]
AYES: Gillen, Malecha, Miller, Bauer, Docken

Approved by the Rice County Board of Commissioners this 23rd day of January, 2018.

RICE COUNTY BOARD OF COMMISSIONERS

___________________________
Steve Bauer, Chairperson

ATTEST:

___________________________
Sara Folsted, County Administrator
I. CALL TO ORDER
   A. Roll Call - The meeting was called to order by Commissioner Steve Bauer, Chairperson. Members present were: Gillen, Docken, Malecha, Miller and Bauer.

II. COMMISSIONER’S REQUEST
   Chief Financial Officer Interviews
   Interviews were conducted for the position of Chief Financial Officer (CFO). The following candidates were interviewed: Paula O'Connell and Catherine Piepho.

   Motion by Malecha, seconded by Miller, to proceed with an offer to Catherine Piepho for the position of Chief Financial Officer.

   RESULT: Approved [Unanimous]
   AYES: Gillen, Malecha, Miller, Bauer, Docken

III. ADJOURNMENT

   Approved by the Rice County Board of Commissioners this 23rd day of January, 2018.

   RICE COUNTY BOARD OF COMMISSIONERS

   ____________________________
   Steve Bauer, Chairperson

   ATTEST:

   ____________________________
   Sara Folsted, County Administrator
I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order. Members present: Gillen, Docken, Malecha, Miller and Bauer. Steve Bauer chaired the meeting. No members of the public spoke.

II. ENVIRONMENTAL SERVICES: Julie Runkel

Comprehensive Plan Update - Steering Committee Meeting

Environmental Services Director Julie Runkel, along with Anna Aguilar (Administrative Coordinator), and Nicole Bonde-Jones (Planner) provided an overview of what had been conducted to date for the 2040 Rice County Comprehensive Plan. Discussion included the Public Forum and Survey Summaries, Fundamental Inventory Guide (FIG) updates and Comprehensive Plan webpage. Staff reviewed the draft version of the vision statement from a previous visioning work session for the Commissioners to provide input on. The direction given to staff was to revise the vision statement to include encouraging managed growth while preserving the small town feel. Lastly discussed was a draft schedule proposing future meeting dates with the Steering Committee; one meeting to be held one hour prior to the BOA/PC meetings on the first Thursday of the month and the other at the second Committee of the Whole meeting each month.

III. ADJOURNMENT

Motion by Miller, seconded by Gillen, carried 5-0, to adjourn the meeting.
AGENDA DATE: January 23, 2018

REQUEST BY: Shelley Langevin, Administration

STATE ITEM OF BUSINESS:
Presentation of Flag (Steve Tuma)

BACKGROUND:
(Background)

COUNTY BOARD ACTION REQUESTED:

Reviewed with additional material provided: ✓ Approved
County Administrator
AGENDA DATE: January 23, 2018

REQUEST BY: Deb Purfeerst, Public Health/Nursing

STATE ITEM OF BUSINESS: Agent of Board Appointment

BACKGROUND:
A Community Health Services "Agent of the Board" designation is updated periodically as recommended by the Minnesota Department of Health. This CHS Administrator has been designated as "Agent of the Board" since 2012, with form last updated March 2016. This is for the purpose of an updated CHB signature and acknowledgement of that appointment and authorization. There are no changes from the last authorization form other than date.

COUNTY BOARD ACTION REQUESTED:
to approve the appointment of Debra Purfeerst, Rice County CHS Administrator, as Agent of the Board.

Reviewed with additional material provided: ✓ Approved
County Administrator
RICE COUNTY COMMUNITY HEALTH BOARD
AGENT OF THE BOARD APPOINTMENT

The Rice County Community Health Board, hereafter referred to as the Board, by virtue of its authority under Minnesota Statutes 145A, appoints and authorizes Rice County Community Health Services Administrator, Debra Purfeerst as Agent of the Board.

This authorizes the following person to act on the Board’s behalf effective January 23, 2018 onward, and binds the Board for the following purpose(s):

A. To serve as the Board’s agent according to Minnesota Statute 145A.04, Subd. 2, in communicating with the Commissioner of Health between Board meetings, including receiving information from the Commissioner and disseminating that information to the Board, as well as providing information to the Commissioner on the Board’s behalf.

   Name: Debra Purfeerst

B. To sign and submit to the Commissioner the required written components of the Local Public Health Grant including identification of local priorities, progress reports and budgets according to Minnesota Statute 145A.10, Subd.5a:

   Name: Debra Purfeerst

C. To submit grant applications, after review and approval by the Rice County Community Health Board, for funding opportunities administered by the Department of Health and other entities.

   Name: Debra Purfeerst

This appointment authorizes the above referenced person to act on behalf of and bind the Board only to the extent and for the purposes indicated above.

Community Health Board Meeting Date and Signature: January 23, 2018

___________________________  _______________________
Rice County Community Health Board Chairperson (printed name)  

___________________________  _______________________
Rice County Community Health Board Chairperson (signature)  

Rice County does not discriminate on the basis of race, color, national origin, sex, religion, age and handicapped status in employment or the provision of services.
AGENDA DATE: January 23, 2018

REQUEST BY: Julie Runkel, Environmental Services

STATE ITEM OF BUSINESS:
Recycling Carts - Authorizing Purchase

BACKGROUND:
At this time we are requesting Board approval to purchase more 65-gallon recycling carts for residential single-sort recycling. We are currently out of the 65-gallon size and with limited amounts of the smaller carts on hand we are need of additional carts for haulers to provide to residences. We obtained quotes from several companies. The low quote of $29,912 for 648 carts is from Rehrig Pacific which is the same vendor that provided the carts in the past. This would be from the waste management enterprise fund and 2018 budgeted recycling expenditures.

COUNTY BOARD ACTION REQUESTED:
to authorize purchase of 648 (65-gallon) recycling carts from Rehrig Pacific in the amount of $29,912.00.

Reviewed with additional material provided: ✓ Approved
County Administrator
**Proposal #**: 20171206

**Date**: December 6, 2017

**Bill-to:**

**RICE COUNTY**
3800 EAST 145TH STREET
DUNDAS, MN 55019

**Ship-to:**

**SAME**

**Billing Contact:**

**Name**: ANNA AGUILAR
**Phone**: 507-332-6171
**E-mail**: aaguilar@co.rice.mn.us

**Shipping Contact:**

**SAME**

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<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
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<td>648</td>
<td>$44.00</td>
<td>$28,512.00</td>
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**Is Product Taxable?** No
**Is Freight taxable?** No
**Tax Rate:** Exempt
**Terms:** Net 30 Days

**ADDITIONAL INFORMATION:**

**Contract Options:** None
**Ship From:** DeSoto, KS facility
**Warranty:** 10 year unprorated warranty
**Quote Valid:** 30 Days

**Taxes:** All applicable taxes shall be paid by the Buyer unless a proper exemption is provided and validated.

**PRESENTED BY:**

**Accepted By:**

Anna Aguilar

**Tara Stotts**
12/6/2017

Tara Stotts
Customer Service Specialist-Environmental
Direct: 770-339-2670 Email: tstotts@rehrig.com

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To initiate order, please call or send signed proposal via fax or email to Presented By representative.
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<th>Busch Systems</th>
<th>Recycle Away</th>
<th>Rehrig Pacific</th>
<th>Toter (1st quote)</th>
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*Shipping cost does not include inside delivery or other special services and assumes the use of a 53’ delivery truck.

*10 yr uprated warranty

*12 yr cart body warranty
RICE COUNTY, MINNESOTA

Request For County Board Action

AGENDA DATE: January 23, 2018

REQUEST BY: Julie Runkel, Environmental Services

STATE ITEM OF BUSINESS:
Adoption of Resolution #18-004/Amending Zoning of Property - Bauer - Section 33, Cannon City Township

BACKGROUND:
Michael Bauer, on behalf of property owners Orville & Marion Bauer, has applied for a rezoning of property from Urban Reserve to Agricultural. The Planning Commission heard this item at a Public Hearing on November 20, 2017 and January 4, 2018, and recommend adoption of zoning map amendment to rezone property from UR, Urban Reserve to A, Agricultural. The Board authorized publishing the notice of intent to act on December 23, 2017. The staff report, application, and aerial photos are attached for your reference.

COUNTY BOARD ACTION REQUESTED:
to adopt Resolution #18-004 - Amendment to the Rice County Zoning Map Rezoning Property Located in Section 33 of Cannon City Township.

Reviewed with additional material provided: ✔ Approved
County Administrator
RESOLUTION #18-004

AMENDMENT TO THE RICE COUNTY ZONING MAP
REZONING PROPERTY LOCATED IN
SECTION 33 OF CANNON CITY TOWNSHIP

WHEREAS, the Rice County Zoning Ordinance (RCZO) and Map defines property zoning
designations for allowable land uses in zoning districts throughout Rice County; and

WHEREAS, changes to RCZO Map from the Urban Reserve (UR) to Agricultural (A) District would permit certain uses of the land according to Table 508-1 Permitted and Conditional Uses; and

WHEREAS, authority to approve amendments to RCZO Map are authorized according § 503.04 of the Ordinance; and

WHEREAS, the enabling authority for such zoning map amendment is found at Minn. Stat. §§ 394.24 and 394.25; and

WHEREAS, on December 23, 2017, the Notice of Intent to adopt amendments to the Rice County Zoning Ordinance Map to rezone property from the Urban Reserve (UR) to Agricultural (A) Zoning District was published in the official newspaper of Rice County; and

WHEREAS, on November 20, 2017, and January 4, 2018, the Rice County Planning Commission held public hearings on the proposed amendments and voted to recommend that the Rice County Board of Commissioners adopt the proposed amendments.

NOW, THEREFORE, BE IT RESOLVED, that the Rice County Board of Commissioners hereby adopts an amendment to the Rice County Zoning Ordinance Map rezoning land from Urban Reserve (UR) to Agricultural (A) Zoning District for property described as “Exhibit A” in the attached document.

BE IT FURTHER RESOLVED, that a printed copy of the ordinance map amendment be made available for inspection at the County Auditor/Treasurers Office.

BE IT FURTHER RESOLVED, that this Ordinance map amendment shall be effective upon adoption and publication pursuant to law.

BE IT FURTHER RESOLVED, that the official publication of the zoning map amendment be published in the minutes of the proceedings of January 23, 2018.

Dated this 23rd day of January, 2018.

RICE COUNTY BOARD OF COMMISSIONERS
Steve Bauer, Chairperson

ATTEST:

Sara Folsted, County Administrator
RICE COUNTY
ENVIRONMENTAL SERVICES DEPARTMENT
MEMORANDUM

TO: Planning Commission
FROM: Trent Mccorkell, Rice County Zoning Administrator
HEARING DATE: January 4, 2018
SUBJECT: Rezone hearing

SUMMARY OF THE PROPOSED ZONING MAP AMENDMENT
The proposed zoning map amendment is to change zoning from the UR, Urban Reserve Zoning District to the A, Agricultural Zoning District for 100-acres in the NE ¼ section of Section 33 Cannon City Township.

BACKGROUND
On November 30, 2017 the Rice County Planning Commission (PC) held a hearing on the requested zoning map amendment which was applied for by Michael Bauer. At that time the commission recommended approval of the request. On December 12th the Rice County Board of Commissioners concurred with the PC recommendation and set the item for a January 4th adoption hearing to be held at 7:30pm by the Planning Commission.

Location
The subject property about ½ east of the City of Faribault, south of 197th St. E.

Property size
The proposed rezoning is for a 100-acre parcel.

Roads and Access
The site is accessed by a driveway off of a shared roadway from 197th St E (County Road 25).

Existing Site Land Uses
The current parcel contains a farmstead in the NW corner and approximately one-half to two-thirds former cropland (currently planted into grassland) with the remaining land wooded. Falls Creek divides the parcel near the center.

APPLICABLE ZONING ORDINANCE SECTIONS
503.04, 508, 509, 510
NOTICE OF INTENTION TO ENACT

The Rice County Planning Commission shall conduct a public hearing on a proposed amendment to the Rice County Zoning Map, changing the zoning classification from UR, Urban Reserve to A, Agricultural District for the property described as being 100-acres in the NE1/4 of Section 33, Cannon City Township, T110N, R20W, Rice County, Minnesota. The authority for the proposed ordinance is Minn. Stat. §§394.25 and 375.51.

A public hearing is scheduled for January 4, 2018, at 7:30 p.m. in the Commissioner’s Board Room at the Government Services Building, 320 3rd Street NW, Faribault, MN.

By Order of the Rice County Board of Commissioners
Packet Pg. 21

Attachment: zoning map  (2855 : Rezone of Property - Bauer)
Rezoning of Property Application
Permit #

Property Information

Parcel Information:

<table>
<thead>
<tr>
<th>Parcel ID Number</th>
<th>Site Address</th>
<th>City</th>
<th>Zoned as</th>
<th>Owner Information</th>
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<tbody>
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<td>11.33.1.02.001</td>
<td>3505 167TH ST E</td>
<td>FARIBAULT</td>
<td>URBAN RESERVE</td>
<td>ORVILLE A &amp; MARION M BAUER TRUST</td>
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Are you the landowner? No
Will you be using an Authorized Agent? Yes

Landowner Information

<table>
<thead>
<tr>
<th>Name:</th>
<th>Orville A. Bauer &amp; Marion M Bauer Revocable Trust</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone #1:</td>
<td>Phone #2:</td>
</tr>
<tr>
<td>(657) 330 - 0808</td>
<td>( ) -</td>
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<tr>
<td>Email Address:</td>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>27 Brand Ave.</td>
</tr>
<tr>
<td>Faribault MN 55021</td>
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Applicant Information

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<tr>
<th>Name:</th>
<th>Michael Arthur Bauer</th>
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<tbody>
<tr>
<td>Phone #1:</td>
<td>Phone #2:</td>
</tr>
<tr>
<td>(612) 360 - 3209</td>
<td>( ) -</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:mike.b@bauerd.com">mike.b@bauerd.com</a></td>
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<tr>
<td>Mailing Address:</td>
<td>2376 Copeland Rd.</td>
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<tr>
<td>Maple Plain MN 55359</td>
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Authorized Agent

<table>
<thead>
<tr>
<th>Name:</th>
<th>Michael Arthur Bauer</th>
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<tbody>
<tr>
<td>Phone #1:</td>
<td>Phone #2:</td>
</tr>
<tr>
<td>(612) 360 - 3209</td>
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<tr>
<td>Email Address:</td>
<td><a href="mailto:mikko.b@bauerd.com">mikko.b@bauerd.com</a></td>
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<tr>
<td>Mailing Address:</td>
<td>2376 Copeland Rd.</td>
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<tr>
<td>Maple Plain MN 55359</td>
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Authorized Agent Form:

File 1: Authorized_Agent_Form_11.6.17.pdf
File 2: Authorized_Agent_Form_11.6.17.pdf
Detailed Narrative

Detailed Narrative:
1. The names and addresses of the petitioner or petitioners, and their signatures to the petition as verified by the Zoning Administrator, Mike Bauer.
2. A specific description of the area proposed to be rezoned or amended and the names and addresses of all owners of property lying within five hundred (500) feet of such area, and a description of the property owned by each.
3. The present district classification of the area and the proposed district classification.
4. Proposed use of the land including a statement of the type of use, extent of the use, and area to be covered by the use.
5. Reason for requested change.
6. Statement on compatibility with the Rice County Comprehensive Land Use Plan.
7. A legal description of the property(ies) to be rezoned or amended.
8. Map, plat plan, or survey drawing, drawn to scale, of property to be rezoned or amended showing:
   a. Location.
   b. Dimensions.
   c. Zoning of adjacent properties.
   d. Existing uses and buildings on adjacent properties within five hundred (500) feet in incorporated areas, and within one-half (1/2) mile in unincorporated area.

Supplemental Information:

File 1: BauerFarm_Narrative_Change_to_Ag_District.docx
File 2: BauerFarm_Narrative_Change_to_Ag_District.pdf
File 3: BauerFarm_Narrative_Change_to_Ag_District.docx

Site Plan

Please attach a site plan:

File 1: BauerFarm_Narrative_Change_to_Ag_District.pdf

Septic Information

Is your septic system less than 5 years old or had a valid compliance inspection in the past 3 years?

No

Terms

Terms and Conditions

Landowner or Applicant or Representative must attend the scheduled public hearings.

By checking the box above, I hereby certify that all data contained herein, as well as supporting data, are true and correct.
Authorized Agent Form

I (we) hereby authorize (print agent name) Michael A. Bauer to act as my authorized agent and to represent me in all actions required in obtaining the below listed approvals from Rice County Environmental Services for my property located at:

Site Address: 3505 E. 197th St., Faribault, MN 55021

Parcel Identification number: 11.33.1.00.001 11.34.2.25.001

Type of application agent is authorized to represent property in: (Check all applicable)

☐ Building/Land use/structure permit
☐ Conditional Use Permit
☐ Variance
☐ Land Subdivision (Waiver of Plat, Plat)
☐ Environmental Review
☒ Other: Rezoning of Property Application

Agent contact information:

Name: Michael A. Bauer Address: 2376 Copeland Rd, Maple Plain, MN 55359
Phone Number(s): (612) 360-3209
Email: Mike.B@bauerdb.com

Landowner information:

Name: Orville A. & Marion M. Bauer Trust Address: 27 Brand Ave, Faribault, MN 55021
Phone Number(s): 507-330-0896
Email: None

I (we) hereby certify that I am the owner of the above property, have authorized the above listed person to act in my behalf and that all information on this form is true and correct:

Orville A. Bauer  Date: 10-14-17
Landowner Signature  Marion M. Bauer  Date: 10-14-17
Landowner Signature
Bauer Farm Change to Ag District: 11/6/17

1. The names and addresses of the petitioner or petitioners, and their signatures to the petition as verified by the Zoning Administrator

   - Mike Bauer at 2376 Copeland Rd, Maple Plain MN, 55359

2. A specific description of the area proposed to be rezoned or amended and the names and addresses of all owners of property lying within five hundred (500) feet of such area, and a description of the property owned by each

   - The current property is being used as Ag but lies in the Urban Reserve district. We choose to have it removed from the URD and into the Ag District.
   - The adjacent property owners are mix of both AG Urban Reserve District. Please see the attached list of property owners

3. The present district classification of the area and the proposed district classification

   - The current property is being used as Ag but lies in the Urban Reserve district. We choose to have it removed from the URD and into the Ag District.

4. Proposed use of the land including a statement of the type of use, extent of the use, and area to be covered by the use

   - We propose to use it as AG and put a shooting preserve/ or private game farm on it.

5. Reason for requested change

   - Urban Reserve District does not allow put a shooting preserve/ or private game farm on it.

6. Statement on compatibility with the Rice County Comprehensive Land Use Plan.

   - The property owned by our family is currently 1/3 in the Ag District and 2/3 in the Urban Reserve District. It is very isolated by trees and creek and would have a very remote chance of ever be used for urban use because of the severe topographical changes within the property.
7. A legal description of the property(ies) to be rezoned or amended
   - See the attached Description of Property

8. Map, plat plan, or survey drawing, drawn to scale, of property to be rezoned or amended showing:
   a. Location: The entire property in Property ID 11.33.1.00.001
   b. Dimensions
   c. Zoning of adjacent properties
   d. Existing uses and buildings on adjacent properties within five hundred (500) feet in incorporated areas, and within one-half (1/2) mile in unincorporated area
Summary

Parcel ID: 11.33.10.00.001
Property Address: 5505 197TH ST E
Sec/Twp/Reg: FARIBAULT
Brief Tax Description: NE 4 NE 4 & SW 4 NE 4 & NW 4 NE 4 & NE 4 SW 4 NE 4
Area: 100.00 Acres
Use Code: 2A0A-Agricultural Homestead - HGA; 2AREM-Agricultural Homestead - Remainder; 2B-Rural Vacant Land/Non-Productive - Homestead
Tax Authority Group: CANNON CTY-SD556-HSP

Owners

Primary Owner: Orville A & Marion M Bauer Trust
3505 197TH St E
Faribault MN 55021

Fee Owner

Land

Lot Area: 100.20 Acres; 4,384,712 SF

Agricultural Land

<table>
<thead>
<tr>
<th>Description</th>
<th>Soil Type</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Above Normal Till</td>
<td>AN SITE</td>
<td>1.00</td>
</tr>
<tr>
<td>Tillable 76</td>
<td>0.76 CER</td>
<td>60.30</td>
</tr>
<tr>
<td>Pasture</td>
<td>PASTURE</td>
<td>2.00</td>
</tr>
<tr>
<td>Woods</td>
<td>WOODS</td>
<td>34.50</td>
</tr>
<tr>
<td>Ditch (Int)</td>
<td>DITCH</td>
<td>3.00</td>
</tr>
</tbody>
</table>

Total Acres: 100.20
Tax CER/Acre: 93.939

Residential Dwellings

Occupancy: Single Family / Owner Occupied
Style: 1 1/2 Story Frame
Architectural Style: N/A
Year Built: 1873
Exterior Material: Wood Lap
Total Gross Living Area: 1,448 SF
Attic Type: None
Number of Rooms: 7 above; 0 below
Number of BedRooms: 3 above; 0 below
Basement Area Type: Full
Basement Area: 832
Basement Finished Area: 832
Plumbing: 1 Full Bath
Central Air: No
Heat: Yes
Fireplaces: Yes

Porches: 15 Frame Enclosed (158 SF)

Decks: 1 Story Frame (364 SF); 1 Story Frame (288 SF)

Garages: 672 SF (24' W x 28' L); Det Frame (Built 1873)

Agricultural Buildings

<table>
<thead>
<tr>
<th>Plot #</th>
<th>Type</th>
<th>Description</th>
<th>Width</th>
<th>Length</th>
<th>Year Built</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Steel Utility Building</td>
<td>32</td>
<td>40</td>
<td>1979</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Barn-Free</td>
<td>32</td>
<td>45</td>
<td>1905</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Steel Utility Building</td>
<td>26</td>
<td>56</td>
<td>1974</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Steel Utility Building</td>
<td>32</td>
<td>48</td>
<td>1976</td>
<td></td>
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<tr>
<td>5</td>
<td>Steel Utility Building</td>
<td>24</td>
<td>48</td>
<td>1986</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Coniferant - Pre-Cut</td>
<td>14</td>
<td>44</td>
<td>1987</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Shed</td>
<td>12</td>
<td>16</td>
<td>1987</td>
<td></td>
</tr>
</tbody>
</table>

Yard Extras

#1 - (1) Driveway Gravel, Long Good, Built 2016

Sales

<table>
<thead>
<tr>
<th>Date</th>
<th>Seller/Builders</th>
<th>Buyer/Builders</th>
<th>Recording</th>
<th>NUTC</th>
<th>Type</th>
<th>Multi Parcel</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/1/2017</td>
<td>ORVILLE A &amp; MARION M BAUER TRUST</td>
<td>ORVILLE A AND MARION M BAUER REVOCABLE TRUST</td>
<td>622041</td>
<td>RELATIVE SALE-RELATED BUSINESS</td>
<td>Deed</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>4/3/2007</td>
<td>STEVE O &amp; SUSAN BAUER, MICHAEL A &amp; LORI BAUER</td>
<td>ORVILLE ARTHUR &amp; MARION MARCELLA BAUER</td>
<td>589569</td>
<td>RELATIVE SALE-RELATED BUSINESS</td>
<td>Deed</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

Packet Pg. 28
The parcels are the base parcels in Rice County.

Disclaimer: The information in this web site represents current data from a working file which is updated continuously. Information is believed reliable, but its accuracy cannot be guaranteed.
These proposals appear to have no significant impact on MnDOT roadways and are acceptable to MnDOT.

Variance – Vandenheuvel – Section 16, Webster Township

Variance – Keogh – Section 32, Morristown Township

Bauer Rezone – Section 33, Cannon City Township

CUP – Bauer – Section 33 & 34, Cannon City Township

Thanks,

Tracy Schnell, Transportation Planner
Minnesota Department of Transportation, District 6
2900 48th Street NW, Rochester, MN  55901
Office: (507) 286-7599
Email: tracy.schnell@state.mn.us
> Dear Mr. McCorkell, I am writing on behalf of Brock and Bridget Lund, who reside at 4086 – 197th St. E., just to the north of the private hunting club proposed by Michael Bauer. Please share these email comments with the Planning Commission's members and enter into the official record of the Commission's 1/4/2017 meeting on the Bauer applications.

>> The Lunds (and some neighbors) oppose the pending rezoning to Agricultural as improvident "spot zoning," especially given that the burden is on the Applicant to present a compelling reason to reverse a properly-enacted, protective zoning designation upon which many neighbors have relied in making investments to their residential properties. Contrary to the Applicant’s position, my experience of 38 years in land use regulation (I am recently retired) tells me that the proposed hunting club will inevitably decrease residential property values in the vicinity. I believe that knowledgeable realtors would express the same opinion. Frankly, the rezoning issue should be revisited, because adjoining owners did not have meaningful notice of the adverse consequences it would bring.

>> The Lunds and their neighbors also strongly oppose the CUP for a private hunting club (extended season, no licenses, no bag limits) on the Bauer farm as "wrong place, wrong time," and as likely to produce sustained and unreasonable levels of noise. Should the Planning Commission move forward with the CUP, the conditions should include those set forth below (as well as those suggested by Staff). The conditions below reflect safety concerns, and the fact that the proposed Club’s grounds are smaller than typical and sit within a zone formerly protected against such a use.

> Conditions:

>> 1. Access road must meet County standards, including adequate width, carrying capacity and turnarounds for emergency vehicles, secure gate, etc.

>> 2. No sporting clays, skeet shooting, target practice of other gun range activities are permitted under this CUP.

>> 3. Hunting is restricted to pheasants. No more than (30) mature pheasants may be confined on the CUP premises in coops, cages or enclosures at one time.

>> 4. The Club shall maintain liability insurance with scope and limits of coverage determined by County from time to time. Coverage must extend to claims for death, personal injury and property damage made by owners, occupants or invitees of neighboring properties.

>> 5. Firearms use is restricted to traditional shotguns; no rifles or pistols, or automatic or semi-automatic weapons; no sawed-off shotguns.

>> 6. Private, unlicensed hunts may take place only during the period (a) commencing two weeks before the beginning of State pheasant season and (2) concluding one month after the close of the State season; and only between the hours of 9:00 AM to sunset, but no later than 6:00 PM.

>> 7. No alcoholic beverages may be served on the CUP premises.

>> 8. Hunting activities are restricted to members of the Club, their immediate family members and guests. A Club member must be present for the entirety of any hunt that includes guests or non-adult family members. No more than 3 guests in a hunt per member present.

>> 9. Membership in the Club shall be limited to (20) adults, unless a greater number is approved in writing by the County. The Club shall, upon request, promptly make available to the County a current list of Club members, including addresses and contact information.
>> 10. Applicant, for the Club and its members, any operator of the Club, and any owners or lessees of the CUP property, hereby waives the benefit of Minn. Stat. Sec's 87A.06, -.07 and -.08, Subd. 2, and similar statutes or rules, acknowledging that property owners in the vicinity of the Club shall retain all rights and remedies with regard to common law nuisances.
>>
>> The County Attorney can explain the gist of Condition #10. If questions, feel free to call me at 651.324.5601.
>>
>> Respectfully Submitted, Joseph M. Finley
>>
>> Sent from my iPad
AGENDA DATE: January 23, 2018

REQUEST BY: Julie Runkel, Environmental Services

STATE ITEM OF BUSINESS:
FY 2016-2017 and FY 2018-2019 Natural Resources Block Grant Agreements

BACKGROUND:

COUNTY BOARD ACTION REQUESTED:
to approve the FY2016-2017 and FY2018-2019 Natural Resources Block Grant Agreements, along with committing to providing the annual cash match of $13,781,00 for the Local Water Management portion.

Reviewed with additional material provided: ✓ Approved
County Administrator
This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Rice County, 320 NW Third St Faribault  Minnesota 55021.

This grant is for the following Grant Programs:

<table>
<thead>
<tr>
<th>Program</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>P19-8202</td>
<td>2019 - Shoreland-NRBG (Rice County)</td>
<td>$4,189</td>
</tr>
<tr>
<td>P18-7435</td>
<td>2018 - Septic Treatment Systems - NRBG (Rice County)</td>
<td>$18,600</td>
</tr>
<tr>
<td>P18-1314</td>
<td>2018 - Septic Treatment Systems Incentive - NRBG (Rice County)</td>
<td>$3,000</td>
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<tr>
<td>P18-3323</td>
<td>2018 - Local Water Management - NRBG (Rice County)</td>
<td>$10,457</td>
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<tr>
<td>P19-6270</td>
<td>2019 - Local Water Management - NRBG (Rice County)</td>
<td>$10,457</td>
</tr>
<tr>
<td>P18-2350</td>
<td>2018 - Wetland Conservation Act - NRBG (Rice County)</td>
<td>$24,238</td>
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<tr>
<td>P19-4372</td>
<td>2019 - Wetland Conservation Act - NRBG (Rice County)</td>
<td>$24,238</td>
</tr>
<tr>
<td>P18-4298</td>
<td>2018 - Shoreland-NRBG (Rice County)</td>
<td>$4,189</td>
</tr>
</tbody>
</table>

Total Grant Awarded: $99,368

Recitals

1. This Grant Agreement is for the FY 2018 and 2019 LWM, WCA, DNR Shoreland, and FY 2018 MPCA SSTS Program Grants.
2. The Laws of Minnesota 2017, 1st Special Session, in S.F. 844 2nd Engrossment, Article 1, Section 4, appropriated FY 2018 and 2019 Natural Resources Block Grant (NRBG) LWM, WCA, and DNR Shoreland funds to BWSR.
3. The MPCA transferred to BWSR funds for their 2018 SSTS Grant Programs to be allocated with this Agreement.
4. Minnesota Statutes 103B.101, subd. 9 (1), and 103B.3369, subd. 5 authorize the Board to award grants.
5. The Board has adopted the Fiscal Years 2018 and 2019 Natural Resources Block Grant Authorization Resolution #17-50 to authorize and allocate these grants.
6. The Grantee has met the criteria established by statute, the Board, the DNR, and the MPCA, and is eligible to receive NRBG grant funds.
7. The Grantee has agreed to appropriate and expend the required local match.
8. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.
9. As a condition of the grant, the Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Wayne Zellmer, BWSR Grants Coordinator, 520 Lafayette Road North, Saint Paul, MN 55155, 651-297-7361, or his successor, and has the responsibility to monitor the Grantee’s performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee’s Authorized Representative is

| TITLE | ADDRESS | CITY | TELEPHONE NUMBER |

If the Grantee’s Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.
1. Term of Grant Agreement

1.1. Effective date: The date the State obtains all required signatures under Minnesota Statute 168.98, Subd.5. The State will notify the Grantee when this grant agreement has been executed. The Grantee must not begin work under this grant agreement until it is executed.

1.2. Expiration date: December 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.


2. Grantee’s Duties

2.1. The Grantee is responsible for the specific duties for the NRBG, as follows:

2.2. Match: The Grantee’s participation in the NRBG is conditioned upon Grantee expenditures to match the NRBG as required by the Board.

2.3. Reporting: All data and information provided in a Grantee’s report shall be considered public.

2.3.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.

2.3.2. The Grantee will submit a final progress report to the Board by February 1, 2021. Information provided must conform to the requirements and formats set by the Board.

2.3.3. A late or incomplete annual progress or final report will result in the withholding of any future NRBG allocations.

2.4. Compliance: The Grantee will comply with Minnesota Statutes Section 103B.3361 through 103B.3369 (LWP), Minnesota Rules Chapter 8420 (WCA); Minnesota Statutes Section 103F.201 and Minnesota Rules Chapter 6120 (Shoreland) and have a DNR approved shoreland ordinance; Minnesota Rules Chapter 7082.0040 through 7082.0700 (SSTS); and amendments thereto, for Comprehensive Water Planning, Wetland Conservation Act, Shoreland Management, and Subsurface Sewage Treatment Systems.

2.5. Wetland Conservation Act Funds Transfer: As required by the Board, the Grantee's participation in the NRBG is conditioned upon a transfer of funds to the Soil and Water Conservation District (SWCD) for Wetland Conservation Act activities, or such greater amount as agreed upon by the county and SWCD. This transfer must occur within 120 days of receipt of NRBG funds by the Grantee. This amount is listed on the BWSR website.

3. Time. The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. Terms of Payment

4.1. All FY 2018 Grant funds will be distributed in one installment promptly after the execution of the Grant Agreement. FY 2019 Grant fund will be distributed in September of 2018. FY 2019 grant funds may not be spent before they are received.

4.2. Any grant funds remaining unspent after the end of the expiration date stated above will be returned to the Board within one month of that date.

4.3. The Board must consult with the state agency responsible for administering the grant program before granting an amendment to the Grant Agreement, or a component thereof.

4.4. The obligation of the State under this Grant Agreement will not exceed the amount stated above.

4.5. This grant is an advance payment. Advance payments allow the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. Conditions of Payment

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

5.2. The Minnesota Department of Administration’s Office of Grants Management Policy on Grant Closeout Evaluation (Policy 08-13), requires the Board to consider a grant applicant’s past performance before awarding subsequent grants.
to them. The Board must consider a grant applicant’s performance on prior grants before making a new grant award of over $5,000. The Board may withhold payment on this and grants from other programs if the Grantee is not in compliance with all Board reporting requirements.

5.3. All Grantees must follow the Grants Administration manual policy, procedure, and guidance. Minnesota Statutes §103C.401 (2014) establishes BWSR’s obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds, withhold payment on this and grants from other programs, or an additional penalty. Penalties can be assessed at a rate up to 150% of the grant agreement.

5.4. For the LWM, WCA, and DNR Shoreland Programs, Grantees have the flexibility of determining the amount of grant and required match to expend on each of these three Programs locally. This is to provide needed spending flexibility for yearly fluctuations in workload and program activity in counties and SWCDs.

6. Assignment, Amendments, and Waiver

6.1. Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

6.2. Amendments. Any amendment to this Grant 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 Agreement, or their successors in office.

6.3. Waiver. If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. 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 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 Agreement.

8. State Audits

8.1. Under Minnesota Statutes 16B.98, subd. 8, the Grantee’s books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

8.2. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to the NRBG, and match and grant expenditures, may be examined at any time by the Board or Board’s designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant and match funds.

8.3. The Grantee or designated local unit of government implementing this Grant Agreement will provide for an audit that meets the standards of the Office of State Auditor. The audit must cover the duration of the Agreement Period and be performed within one year after the end of the Agreement Period or when routinely audited, whichever occurs first. Copies of the audit report must be provided to the Board if requested.

9. Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minnesota Statute 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. Workers’ Compensation. The Grantee certifies that it is in compliance with Minnesota Statute 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.
11. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. **Termination.** The State may cancel this Grant Agreement at any time, 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.

13. **Data Disclosure.** Under Minnesota Statute 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.

14. **Prevailing Wage.** It is the responsibility of the Grantee or contractor to pay prevailing wages on construction projects to which state prevailing wage laws apply (Minnesota Statute 177.42 – 177.44). All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality.

15. **Intellectual Property Rights.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State’s request. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

**IN WITNESS WHEREOF,** the parties have caused this Grant Agreement to be duly executed intending to be bound thereby for FY 2018 and FY 2019 Natural Resources Block Grants.

---

**Approved:**

- **Rice County**

  | BY: | (print) |
  | TITLE: | |
  | DATED: | |

- **Board of Water and Soil Resources**

  | BY: | (print) |
  | TITLE: | |
  | DATED: | |
AGENDA DATE: January 23, 2018

REQUEST BY: Mark Shaw, Social Services

STATE ITEM OF BUSINESS:
Adoption of Resolution #18-009/Supporting State Capital Investment to Meet People's Behavioral Health Needs

BACKGROUND:
The Association of Minnesota Counties has identified "mental health bonding" as one of the top legislative priorities for Minnesota counties in 2018. This priority recommends the use of bonding for mental health infrastructure to help strengthen the mental health continuum of care through regional triage centers for crisis intervention, and the creation of new housing options. These proposals could help Rice County by reducing the number of people in mental health crisis brought to the jail as a last resort. The housing funds would create additional opportunities for moving individuals out of the Anoka Metro Regional Treatment Center in a more timely manner, reducing the cost share pressure on the Rice County budget.

COUNTY BOARD ACTION REQUESTED:
to adopt Resolution #18-009 - Supporting State Capital Investment to Meet People's Behavioral Health Needs.

Reviewed with additional material provided: ✓ Approved
County Administrator
RESOLUTION #18-009

Affirming Rice County’s Support for State Capital Investments for Regional Behavioral Health Crisis Program Facilities and Permanent Supportive Housing for People with Behavioral Health Needs.

WHEREAS, Minnesota’s mental health continuum of care is underdeveloped, creating harmful and expensive gaps in an individual’s treatment; and

WHEREAS, Minnesota’s mental health system does not have the capacity to consistently respond to the needs of individuals in crisis with appropriate treatment options; and

WHEREAS, individuals experiencing a mental health crisis are often diverted to jails and other facilities ill-equipped for their care while awaiting inpatient treatment; and

WHEREAS, individuals ready for discharge from inpatient treatment can be detained at inpatient facilities because there is a scarcity of supportive housing units to transition to; and

WHEREAS, the gaps in Minnesota’s mental health system are not only damaging to individuals and their families, but also result in an inefficient use of taxpayer dollars; and

WHEREAS, Minnesota has an opportunity to improve its mental health continuum of care through investments in new permanent supportive housing and regional behavioral health crisis program facilities;

NOW THEREFORE BE IT RESOLVED, that the Rice County Board of Commissioners hereby supports state capital investments for regional behavioral health crisis facilities and permanent supportive housing for people with behavioral health needs.

Dated this 23rd day of January, 2018.

RICE COUNTY BOARD OF COMMISSIONERS

__________________________________________
Steve Bauer, Chairperson

ATTEST:

__________________________________________
Sara Folsted, County Administrator
AGENDA DATE: January 23, 2018

REQUEST BY: Mark Shaw, Social Services

STATE ITEM OF BUSINESS: Social Services Department Contract with Workforce Development, Inc.

BACKGROUND: Workforce Development, Inc. (WDI), successfully responded to the Rice County Request for Proposal for Minnesota Family Investment Program (MFIP) and Diversionary Work Program (DWP) employment services. WDI has a long history of serving the needs of job seekers and employers in southeast Minnesota and brings a highly trained workforce to meet the employment services needs of Rice County MFIP and DWP participants. The term of this contract is February 1, 2018 through December 31, 2019 at a cost of $273,145 per year.

COUNTY BOARD ACTION REQUESTED: to approve the Social Services Department Contract with Workforce Development, Inc.

Reviewed with additional material provided: ☑ Approved

County Administrator
AGREEMENT

MINNESOTA FAMILY INVESTMENT PROGRAM EMPLOYMENT SERVICES

This is an Agreement between the County of Rice (hereinafter referred to as the “COUNTY”), and Workforce Development, Inc., 2070 College View Road, East, Rochester MN. 55904 (hereinafter referred to as the Provider), collectively known as the “parties.”

WHEREAS, COUNTY, on behalf of its Department of Social Services, solicited proposals for Minnesota Family Investment Program (MFIP) and Diversionary Work Program (DWP) employment services, which included activities that support the County’s value statement on MFIP/DWP;

WHEREAS, the MFIP/DWP program emphasizes connecting MFIP/DWP participants to the labor force by establishing paid work, education or training activities that lead to self-sufficiency. Activities such as unsubsidized employment, on-the-job training, unpaid work, education, training and community service may serve as some means to improve a participant’s employability and ability to compete in the work force;

WHEREAS, COUNTY chose PROVIDER to provide MFIP/DWP employment services on behalf of COUNTY that will result in positive outcomes for public assistance recipients, leading to economic stability;

WHEREAS, PROVIDER is an agency duly qualified and willing to provide services pursuant to this Agreement;

WHEREAS, COUNTY wishes to enter into an Agreement with the PROVIDER for the services of the PROVIDER.

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

I. TERM

a. This Agreement shall be effective and begin upon the last date of the signature of all authorized parties to this Agreement and shall automatically terminate on December 31, 2019 without any action by any party.

II. SERVICES PROVIDED.

a. PROVIDER shall provide the following services:

(1) MFIP/DWP Employment Services, which include but are not limited to:

(a) Assessment;
(b) Participation in MFIP/DWP work and training requirements as defined in the MFIP/DWP manual;

(c) Development of employment plans including incremental steps-to-employment goal setting;

(d) Job search including access to resource rooms, additional resources, trainings and tool building (resumes, online applications, establishing an on-line presence, social media strategies, etc.);

(e) Structured job search as defined by the agency;

(f) Document collection and recording by the agency;

(g) Job skills training directly related to employment;

(h) Job placement and agency connection with employers;

(i) Links to education, English as a second language training, and pre-employment skills training;

(j) Referrals to, and working closely with, other service providers involved with a participant, including social services, crisis counseling, health care, mental health, child care resources, housing, domestic violence advocacy services, fathers programs, and transportation services;

(k) Sanction outreach to those individuals who are not complying with the employment plan and who have had their benefits sanctioned.

(2) Career planning and coaching (compatible with MFIP/DWP job search, education and training activities) including:

(a) Engagement of all (MFIP/DWP) participants into those processes, supports, and specific activities that are aimed at identifying, seeking, and achieving jobs and career goals;

(b) Assessment (strength, interest, values, etc.);

(c) Assisting and exploring educational and vocational choices, connecting participants to Career Pathway programs through Rice County and other providers;

(d) Setting goals;
(e) Expanding skills;
(f) Planning and taking action for acquisition of stackable credentials;
(g) Strategic use of labor market information;
(h) Applying resources to assist the participant;
(i) Strengthening self-marketing capacity.

(3) “Pipeline” services, systematically administered, that assist employed participants to incrementally and progressively increase work, training and education hours (e.g., increasing step-by-step to 87 hours, then to 130 hours, then off MFIP).

(4) Development of distinct education pathways for:
   (a) Participants without GED or high school diploma;
   (b) Participants with a GED or high school diploma but no post-secondary education (within TANF/MFIP education activity rules);
   (c) Participants with some post-secondary education, a post-secondary education certificate, bachelor’s degree, or master’s degree (within TANF/MFIP education activity rules);

(5) Retention services for employed participants still on MFIP and for the 90 days that follow a participant’s exit from MFIP, focusing on:
   (a) Retaining employment;
   (b) Increasing work hours and increasing salary;
   (c) Job counseling and coaching in support of advancement strategy development;
   (d) Retention services including staff assistance with participants with problems that occur during the first three months of employment;
   (e) Retention support, which may include help with transportation, funds for work clothing, crisis counseling, job support group, or office hours that accommodate working participants.

(6) Workshops for skill enhancement.

(7) Community work experience for skill enhancement.
(8) Workshops and other services designed to increase financial literacy.

(9) Culturally informed services - providing services that accommodate all cultures and ethnic groups in the MFIP/DWP population.

(10) Racial disparities reduction strategies - especially in job retention and length of time on MFIP.

(11) Support services including transportation, clothing, child-care applications and any specific additional supports to employed participants.

(12) Partnership with Human Services Representatives (HSR), child care workers, medical providers, employers, other service providers, and community resources.

(13) Motivational interviewing used as a tool throughout delivery of all services.

III. EXPECTED OUTCOMES

a. The PROVIDER agrees that it will meet the following expected outcomes:

(1) Measure Self-Support Index. Goal: 62% are off MFIP or working at least 30 hours per week 3 years later.

(2) Measure WPR. Goal: 50% of participants meet federal and DHS statutory TANF requirements.

(3) Measure Unsubsidized Employment. Goal: 40% of participants will exit MFIP due to earned income.

(4) Measure and reduce Racial Disparities. Goal: Agencies will work with target populations (African-American and Native American) to reduce disparities in employment.

(5) Measure clients to be served. Each agency will be responsible for a specific number of clients to be served based on capacity set by Rice County.

(6) At least 20% of participants will be enrolled in education, training, career pathways, job credentialing or an employment related education service.

(7) Measure short-term job retention. Number of participants starting employment who are still employed six (6) months after job start date.

(8) Measure long-term job retention. Number of participants starting employment who are still be employed twelve (12) months after job start date.

IV. PAYMENT.
a. COUNTY shall pay to PROVIDER the sum of $273,145.00 for the year 2018 and the year 2019 for a total amount of $546,290.

b. PROVIDER shall submit invoices to the COUNTY, attention Mark Shaw, each month. Within 30 days of receipt of the invoice, COUNTY shall pay the invoice, unless COUNTY disputes any charge. If a dispute arises regarding any monthly invoice, the resolution procedures referenced within the Agreement shall be followed.

c. While COUNTY shall pay monthly invoices, the yearly amount to be paid for 2018 shall not exceed $273,145 and for 2019 shall not exceed $273,145.

V. RECORDS, REPORTS, AUDIT AND MONITORING PROCEDURES

a. Records

(1) PROVIDER shall maintain the following records:

   (a) Financial records through an accounting system which sufficiently and properly reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this Agreement as determined by COUNTY. All financial transactions must have original supporting documentation.

   (b) Performance, program and service delivery records, as required by COUNTY and by the State of Minnesota. Such records may include, but not be limited to: individual Eligible Recipient case files and program plans; demographic information; enrollment, attendance, and/or utilization information; and information about the type and amount of services provided, such as output and outcome information. Performance records shall be consistent with the performance measures contained in Exhibit A of this Agreement.

   (c) An Accounting Policy and Procedure Manual as part of a sound financial accounting system.

(2) PROVIDER shall maintain all program and financial records during the term of the Agreement and for six (6) years after its termination, cancellation or expiration for audit purposes. However, if COUNTY furnishes written notice during this period requesting retention of records to allow completion of an audit by COUNTY or its ultimate sources of funds, PROVIDER shall retain records for the period requested.

b. Reports and Information Requirements

(1) PROVIDER shall submit the following reports:
(a) Annual agency-wide and program-specific Line Item Revenue and Expense Statements.

(b) Performance, program, and service reports as required by COUNTY or the State of Minnesota. Such reports may include: performance information; enrollment, attendance, and/or utilization information; and demographic information. PROVIDER’s actual performance achievement will be a factor to be considered in contracting decisions by COUNTY.

(2) COUNTY may duplicate, use, and disclose in any manner consistent with applicable law, and have others do so, all data delivered under this Agreement.

c. Financial Statements/Audit Requirements

(1) Independent Audits

(a) COUNTY requires PROVIDER, if a nonprofit organization, to hire a Certified Public Accountant annually for the purpose of an Independent External Audit of PROVIDER’s financial statements if the total revenue threshold of $750,000 is met.

(b) Any time an independent audit is performed, PROVIDER shall provide to COUNTY a full set of audited financial statements containing all disclosures required by Generally Accepted Accounting Principles (GAAP) and a copy of the Management Letter (Report on Internal Controls) from the independent auditor within thirty (30) days of completion, but not later than 180 days after the end of PROVIDER’s accounting year.

(c) Providers who meet the threshold of federal expenditures as set forth by the Federal Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance), must submit a copy of their independent financial statement audit report(s) and a “Single Audit”, within thirty (30) days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period, whichever occurs first.

(2) Financial Statement Review or Compilation

(a) If PROVIDER does not have an independent audit performed as required by the provisions herein above and has total receipts arising out of all COUNTY contracts for the preceding calendar year at or exceeding $200,000, COUNTY requires PROVIDER to hire an external accountant to perform a
compilation or review of the financial statements. Compilation or reviews must include Statement of Financial Position, Revenue and Expense Statement, Statement of Cash Flows, and all other disclosures required by GAAP. A copy of the compilation or review must be submitted within thirty (30) days of completion, but not later than 180 days after the end of PROVIDER’s accounting year.

(3) Minimal Financial Reporting

(a) If PROVIDER does not have an independent audit performed as required by the provisions herein or an external review or compilation as required by the provisions herein above, COUNTY requires an unaudited financial report containing an agency wide Balance Sheet and Revenue and Expense Statement to be prepared by PROVIDER’s internal accountant. These statements must be submitted within ninety (90) days of the end of the PROVIDER’s accounting year.

In no instance shall a Balance Sheet and Revenue and Expense Statement prepared as part of PROVIDER’s income tax return or IRS Form 990 meet COUNTY’s financial reporting requirements.

d. Audit and Monitoring Procedures

(1) COUNTY, the State of Minnesota, the U.S. Department of Health and Human Services, and the State Auditor or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to audit, examine, copy, excerpt, and transcribe any program and fiscal books, documents, papers, records, etc., and accounting procedures and practices of PROVIDER which are relevant to this Agreement. Such access must be consistent with the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and with Minnesota Statutes, section 16C.05, subdivision 5, now in force or as hereafter enacted. Such materials shall be maintained and such access and rights shall be in force and effect during the period of this Agreement and for six (6) years after its expiration, cancellation, or termination.

(2) The Contract Manager or other personnel of COUNTY may conduct periodic site visits to determine compliance with this Agreement and evaluate the quality of services purchased under this Agreement. Such visits may be made with or without prior notice at any time within the hours of operation of PROVIDER.
(3) COUNTY reserves the right to evaluate, and to authorize independent evaluations of the Contracted Services.

VI. COMPLIANCE

a. When required, PROVIDER shall remain licensed by the State of Minnesota during the term of this Agreement. COUNTY will only pay for Contracted Services provided pursuant to such licensing provisions when required.

b. PROVIDER shall notify the Contract Manager upon receipt of notice of conditional license or license revocation even if notices are under appeal. This is in addition to any other notification requirements.

c. When licensing is required, loss of the same shall be cause for cancellation/termination of this Agreement effective as of receipt of notice of cancellation/termination, other provisions for cancellation/termination of this Agreement notwithstanding.

d. PROVIDER shall comply with all applicable federal, state, and local statutes, regulations, rules, and ordinances, currently in force or later enacted.

e. PROVIDER certifies that their organization and their staff and their principals are not suspended or debarred, and therefore are not excluded from receiving government funds under Federal OMB Uniform Grant Guidance Compliance Supplement. PROVIDER shall immediately notify COUNTY, in writing, if it, its organization, staff and/or principals are notified of suspension, debarment, or other proceedings that would affect their ability to receive funds from the State of Minnesota or the federal government.

f. PROVIDER certifies it will comply with the Single Audit Act and OMB Uniform Grant Guidance, now in force or as subsequently amended, as applicable. All sub-recipients expending $750,000 or more of federal funds in a fiscal year shall complete financial and compliance audits made in accordance with the Single Audit Act and/or OMB Uniform Grant Guidance, as applicable. Failure to comply with these requirements may result in forfeiture of federal funds.

g. If the source or partial source of funds for payment for Contracted Services under this Agreement is federal, state, or other grant monies, PROVIDER shall comply with all applicable conditions of such grant or funding source. Copies of grants are available upon request.

h. PROVIDER shall comply with applicable State of Minnesota Rules governing social services now in force or as hereafter enacted.

i. PROVIDER shall also comply with the following:

(1) Individual social service plan - The amount, frequency, and duration of Contracted Services will be provided in accordance with the Eligible
Recipient's individual social service plan and services shall be directed toward Eligible Recipient's achievement of goals and outcomes.

(2) Monitoring and evaluation - COUNTY will monitor and evaluate Eligible Recipient's achievement of goals and outcomes identified in individual social service plans.

(3) Client fees - In cases where PROVIDER is not prohibited by this Agreement from charging program fees to clients, fees may not be charged to person or families whose adjusted gross income is below the federal poverty level.

(4) Discharge and termination procedures - PROVIDER shall establish written procedures for discharge or termination of services to an individual client. Such procedures shall be in accordance with applicable laws and regulations, and shall be deemed to be part of this Agreement. Exceptions to this requirement are for services which are limited and transitory in nature.

(5) Staffing information - Proof of applicable licensure or certification and documentation of staffing, including job descriptions and professional qualifications of personnel shall be submitted to COUNTY.

VIII. DATA

a. PROVIDER, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent possible, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and/or the Health Information Technology for Economic and Clinical Health Act (HITECH), adopted as part of the American Recovery and Reinvestment Act of 2009. For clarification and not limitation, COUNTY hereby notifies PROVIDER that the requirements of Minnesota Statutes, section 13.05, subd. 11, apply to this Agreement. PROVIDER shall promptly notify COUNTY if PROVIDER becomes aware of any potential data privacy or confidentiality claims or facts giving rise to such claims.

b. Classification of data as trade secret data will be determined pursuant to applicable law and, accordingly, merely labeling data as “trade secret” does not necessarily make the data protected as such under any applicable law.

c. In accordance with Minnesota Statutes, section 13.46, subdivision 10 now in force or as hereafter enacted, PROVIDER shall specify a Responsible Authority who shall allow the Responsible Authorities in other components of the welfare system access to data classified as non-public when access is necessary for the
administration and management of programs or as authorized or required by state or federal law. PROVIDER shall notify COUNTY of the name of the Responsible Authority which shall be maintained in COUNTY files.

d. Providers who have met the criteria to have access to Rice County Social Services (“DEPARTMENT”) owned or managed data systems, including state systems, must comply with DEPARTMENT data practices policies. PROVIDER must meet DEPARTMENT technical operating and security system requirements, ensure a data privacy coordinator is identified for the organization, and ensure all staff accessing DEPARTMENT owned or managed systems complete data practices training as required by COUNTY and sign a Confidentiality and System Usage Agreement on an annual basis. PROVIDER must report within twenty-four (24) hours any suspected or confirmed breaches in client privacy or system security to DEPARTMENT data practices and privacy official. PROVIDER must notify COUNTY Identity and Access Management immediately when the individual accessing DEPARTMENT’s data system leaves the organization or moves to a different position in the organization.

VIII. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

a. In accordance with COUNTY’s policies against discrimination, PROVIDER shall not exclude any person from full employment rights nor prohibit participation in or receiving 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.

b. PROVIDER shall deliver all services in a manner which is respectful and culturally appropriate to the Eligible Recipients. Culturally appropriate is defined as services that are delivered to reflect the unique individual needs of the Eligible Recipients such as language, racial/ethnic background and social/religious background. PROVIDER shall make reasonable efforts to have staff delivering services reflect the diversity of the Eligible Recipients receiving those services and to secure ongoing input from individuals who reflect the non-represented culture.

c. Pursuant to Section 504 of the Rehabilitation Act of 1973 and 45 CFR part 84 now in force or as hereinafter enacted and where applicable, no qualified handicapped person:

(1) Shall be denied access to or opportunity to participate in or receive benefits from any service offered by PROVIDER under the provisions of this Agreement, nor
(2) Shall be subject to discrimination in employment under any program or activity related in the services furnished by PROVIDER.

d. Pursuant to the Americans with Disabilities Act, now in force or as hereafter enacted and where applicable, no qualified individual with a disability shall be discriminated against by the denial of full and equal enjoyment of the services and facilities, privileges, advantages, or accommodations furnished by PROVIDER as a private entity operating a service as a public accommodation.

e. PROVIDER guarantees that no funds received under this Agreement shall be used to provide religious training and/or services to any individual receiving Contracted Services.

f. PROVIDER shall comply with all applicable statutes, regulations, and licensing requirements in the employment of personnel including but not limited to state and federal labor laws. To the extent that any of the provisions of the applicable statutes, regulations, or licensing requirements are inconsistent with any of the provisions of this clause, said statute, regulation, or requirement shall prevail if it has a reasonable bearing upon the applicant's fitness to be employed in any phase of the program.

g. If PROVIDER fails to demonstrate good faith efforts to correct any Affirmative Action deficiencies and/or fails to submit requested reports or information required by COUNTY and/or has engaged in discriminatory practices, COUNTY may consider this a violation of this Agreement and may exercise any remedies available to it in law or in equity, including, but not limited to, cancellation/termination of this Agreement.

IX. FAIR HEARING AND GRIEVANCE PROCEDURE

a. PROVIDER will establish a system through which Eligible Recipients may present grievances about the operation of the service program, and PROVIDER will advise Eligible Recipients of this right.

X. CONTRACT MANAGEMENT AND DISPUTES

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by negotiation and agreement shall be decided by COUNTY's attorney, who shall reduce his/her decision to writing and furnish a copy thereof to PROVIDER. The decision of the attorney shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, PROVIDER furnishes to the attorney a written appeal addressed to COUNTY ADMINISTRATOR. The decision of COUNTY ADMINISTRATOR or the duly authorized representative for the determination of such appeals, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by
substantial evidence. In connection with any appeal proceeding under this clause, PROVIDER shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the Contract Manager's decision.

b. This disputes clause does not preclude consideration of questions of law.

c. Jurisdiction and Venue.

(1) 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 Rice, State of Minnesota. Litigation, however, in the federal courts involving the contracted parties will be in the appropriate federal court within the state of Minnesota.

XI. INDEMNIFICATION

a. PROVIDER 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 attorneys’ fees, resulting directly or indirectly from any act or omission of PROVIDER, 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 PROVIDER to perform any obligation under this Agreement. Acts or omissions include, but are not limited to, the following:

(1) Any applicant or Eligible Recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by PROVIDER, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by PROVIDER or any official, officer, agent, employee, or volunteer thereof.

(2) Any applicant or Eligible Recipient causing injury to, or damage to, the property of another person during any time when PROVIDER or any official, officer, agent, employee, or volunteer thereof has undertaken or is furnishing the care and services called for 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 PROVIDER
personnel, the unlawful disclosure and/or use of protected data, or other
noncompliance with the requirements of the provisions set forth herein.

b. Duty to Notify.

(1) PROVIDER shall promptly notify COUNTY of any claim, action, cause
of action or litigation brought against PROVIDER, its present and former
officials, officers, agents, employees, volunteers, and subcontractors
which arises out of the services described in this Agreement. PROVIDER
shall also notify COUNTY whenever PROVIDER has a reasonable basis
for believing that PROVIDER and/or its present and former officials,
officers, agents, employees, volunteers, 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 or related to the services described in this Agreement.

XII. INSURANCE

a. With respect to the services provided pursuant to this Agreement, PROVIDER
shall at all times during the term of this Agreement, and beyond such term when
so required, have and keep in force the following minimum insurance coverages
or PROVIDER’s actual insurance limits for primary coverage and excess liability
or umbrella policy limits, whichever is greater:

Limits
(1) Commercial General Liability on an occurrence basis with contractual
liability coverage:

<table>
<thead>
<tr>
<th>Type of Liability</th>
<th>Limit</th>
</tr>
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<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products - Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>Each Occurrence - Combined Bodily Injury and</td>
<td></td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,500,000</td>
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</tbody>
</table>

(2) Automobile Liability - Combined single limit
each occurrence, or the equivalent, for bodily
injury or property damage covering owned,
non-owned, and hired automobiles. $2,000,000

(3) Workers’ Compensation and Employer’s Liability:

(a) Worker’s Compensation - Statutory
If PROVIDER is based outside the State of Minnesota, coverage must comply with Minnesota laws. In accordance with Minnesota law, if PROVIDER is a sole proprietor, it is exempted from the above Workers’ Compensation requirements. In the event that PROVIDER should hire employees or subcontract this work, PROVIDER shall obtain the required insurance.

(b) Employer’s Liability.

Bodily injury by:

- Each Accident $500,000
- Disease - Policy Limit $500,000
- Disease - Each Employee $500,000

(4) The following insurance is required in cases where money has been advanced to PROVIDER or where money belonging to Eligible Recipients is in the custody and control of PROVIDER.

- Employee Dishonesty $50,000

(5) The following insurance is required in cases where PROVIDER’s staff or volunteers are performing licensed professional services under this Agreement.

- Professional Liability: Per Claim $1,500,000
  Aggregate $2,000,000

The professional liability insurance must be maintained continuously for a period of two years after the expiration, cancellation or termination of this Agreement.

b. An umbrella or excess liability policy is an acceptable method to provide the required commercial general insurance coverage.

c. The above establishes minimum insurance requirements. It is the sole responsibility of PROVIDER to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon written request, PROVIDER shall promptly submit copies of insurance policies to COUNTY.

d. PROVIDER shall not commence work until it has obtained required insurance and filed with COUNTY a properly executed Certificate of Insurance establishing compliance. The certificate(s) shall name COUNTY as the certificate holder, and as an additional insured for the commercial general liability coverage required herein. A self-insured retention (SIR) applicable to the commercial liability coverage is not acceptable, unless expressly agreed to in writing by COUNTY.
the certificate form contains a certificate holder notification provision, the
certificate shall state that the insurer will endeavor to mail COUNTY thirty (30)
days' prior written notice in the event of cancellation/termination of any described
policies. If PROVIDER receives notice of cancellation/termination from an
insurer, PROVIDER will fax or email a copy of the notice to COUNTY within
two (2) business days.

e. PROVIDER shall furnish to COUNTY updated certificates during the term of this
Agreement as insurance policies expire. If PROVIDER fails to furnish proof of
insurance coverages, COUNTY may withhold payments and/or pursue any other
right or remedy allowed under the Agreement, law, equity, and/or statute. COUNTY
does not waive any rights or assume any obligations by not strictly
enforcing the requirements set forth in this clause.

f. If PROVIDER is unable to obtain a required insurance coverage, or if coverage is
not renewed or is cancelled/terminated during the term of this Agreement,
PROVIDER must immediately provide written notice to COUNTY as required by
the provisions herein, Notices, of this Agreement. PROVIDER shall make
immediate good faith efforts to obtain or replace the coverage in the open market.
If such efforts are unsuccessful, PROVIDER shall immediately apply to the
Minnesota Joint Underwriting Association for the insurance coverage. Failure to
maintain required insurance shall be considered an event of default pursuant to
this Agreement.

g. PROVIDER waives all rights against COUNTY, its present and former officials,
officers, agents, employees, and volunteers for recovery of damages to the extent
the damages are covered by insurance of PROVIDER.

h. PROVIDER shall require that each independent contractor rendering licensed
professional services to recipients under this Agreement furnish proof to
PROVIDER of Professional Liability and Commercial General Liability
insurance coverages in the amounts of $2,000,000 (or other amounts as required
herein), and provide updated certificates of insurance as insurance coverages
expire.

XIII. INDEPENDENT CONTRACTOR

a. PROVIDER shall select the means, method, and manner of performing the
services herein. Nothing is intended or should be construed in any manner as
creating or establishing the relationship of partners between the parties hereto or
as constituting PROVIDER as the agent, representative, or employee of
COUNTY for any purpose or in any manner whatsoever. PROVIDER is to be and
shall remain an independent contractor with respect to all services performed
under this Agreement. PROVIDER will secure at its own expense all personnel
required in performing services under this Agreement. Any personnel of
PROVIDER or other persons while engaged in the performance of any work or
services required by PROVIDER shall 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 the Workers' Compensation Act of the State of Minnesota on behalf of any personnel, including, without limitation, claims of discrimination against PROVIDER, its officers, agents, contractors, or employees. Such personnel or other persons shall neither require 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.

XIV. 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 hereof. All items are referenced or that are attached are incorporated and made 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 or ministerial adjustment to this Agreement signed by the parties, except as otherwise provided in this Agreement.

c. If any provision of this agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

XV. PROVIDER OBLIGATIONS

a. PROVIDER shall make every reasonable effort to maintain sufficient trained staff, facilities, equipment, etc. to deliver the required quality and quantity of Contracted Services. PROVIDER shall immediately notify COUNTY in writing whenever it is, or will be, unable to provide the required quality or quantity of Contracted Services. Upon such notification, COUNTY and PROVIDER shall determine whether such inability will require a modification, cancellation or termination of this Agreement.

b. When requested, PROVIDER will provide COUNTY with any proper documentation that is necessary for COUNTY to complete forms and reports in compliance with regulations of state and federal agencies or other funding sources.

c. PROVIDER will comply with all of the provisions of:
(1) The Maltreatment of Minors Reporting Act, Minnesota Statutes, section 626.556, and all applicable Minnesota Rules, as promulgated by the Minnesota Department of Human Services implementing such Act now in force or as hereafter enacted.

(2) The Vulnerable Adults Reporting Act, Minnesota Statutes, section 626.557, and all applicable Minnesota Rules, as promulgated by the Minnesota Department of Human Services implementing such Act now in force or as hereafter enacted.

d. PROVIDER affirms that to the best of PROVIDER’s knowledge, PROVIDER’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, PROVIDER 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 PROVIDER 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.

e. PROVIDER shall notify COUNTY Administration, or their designees, prior to publication, release or occurrence of any Outreach (as defined below). The parties shall coordinate to produce collaborative and mutually acceptable Outreach. For clarification and not limitation, all Outreach shall be approved by COUNTY, by and through the Public Relations Officer or his/her designee(s), prior to publication or release. As used herein, the term “Outreach” shall mean all media, social media, news releases, external facing communications, advertising, marketing, promotions, client-lists, civic/community events or opportunities and/or other forms of outreach created by, or on behalf of, PROVIDER (i) that reference or otherwise use the term “Rice County”, or any derivative thereof; or (ii) that directly or indirectly relate to, reference or concern COUNTY, this Agreement, the services performed hereunder or COUNTY personnel, including but not limited to COUNTY employees and elected officials.

f. If any Minnesota laws, including but not limited to Minnesota Rules, part 9525.1870 now in force or as hereafter enacted requires, the Commissioner of the Minnesota Department of Human Services is named as a third-party beneficiary in this Agreement.

g. PROVIDER shall inform COUNTY, in writing, of key staff, licensure, and Board of Directors membership changes within five (5) days after occurrence.

XVI. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS
a. PROVIDER binds itself, its partners, successors, assigns and legal representatives to COUNTY for all covenants, agreements and obligations herein.

b. PROVIDER 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 PROVIDER, the assignee, and COUNTY as determined by COUNTY. Permission to assign, however, shall under no circumstances relieve PROVIDER of its liabilities and obligations under the Agreement.

c. PROVIDER shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written authorization of COUNTY. Permission to subcontract, however, shall under no circumstances relieve PROVIDER of its liabilities and obligations under the Agreement. Further, PROVIDER 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 PROVIDER and each subcontractor shall require that the subcontractor’s services be performed in accordance with this Agreement. PROVIDER shall make contracts between PROVIDER and subcontractors available upon request. For clarification and not limitation of the provisions in this Agreement, none of the following constitutes assent by COUNTY to a contract between PROVIDER and a subcontractor or a waiver or release by COUNTY of PROVIDER’s full compliance with the requirements of this Clause: (1) COUNTY’s request or lack of request for contracts between PROVIDER 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, subdivision 4a, PROVIDER shall pay any subcontractor within ten (10) days of PROVIDER’s receipt of payment from COUNTY for undisputed services provided by the subcontractor and PROVIDER shall comply with all other provisions of that statute.

e. PROVIDER shall notify COUNTY in writing if another person/entity acquires, directly or indirectly, more than fifty percent (50%) of the voting power of the shares entitled to vote for directors of PROVIDER (if PROVIDER is a corporation or partnership) or upon sale of fifty percent (50%) or more of assets of PROVIDER. Notice shall be given within ten (10) days of such acquisition and shall specify the name and business address of the acquiring person/entity. COUNTY reserves the right to require the acquiring person/entity to promptly become a signatory to this Agreement by amendment or other document so as to help assure the full performance of this Agreement.
XVII. NOTICES

a. PROVIDER shall provide contact information, including a current email address, for their executive director to the Contract Manager and further shall notify the Contract Manager within five (5) days of a change in any contact information during the term of this Agreement.

b. 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 certified mail or be hand-delivered. Notices to COUNTY shall be sent to the County Administrator with a copy to the DEPARTMENT's Contract Management Services. Notice to PROVIDER shall be sent to the address stated in the opening paragraph of this Agreement.

XVIII. DEFAULT AND CANCELLATION/TERMINATION

a. If PROVIDER fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of this Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless PROVIDER’s default is excused in writing by COUNTY, COUNTY may upon written notice immediately cancel/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 PROVIDER’s compliance. In the event of a decision to withhold payment, COUNTY shall furnish prior written notice to PROVIDER.

b. If COUNTY has reason to believe that the safety or well-being of Eligible Recipients receiving service hereunder may be endangered by actions of PROVIDER, its agents, and/or employees, COUNTY may require the immediate cessation of services to Eligible Recipients, as well as their removal from the facility, and may discontinue referrals to PROVIDER. This action may be taken forthwith and may continue for such period which is reasonably necessary for determination by COUNTY that the safety and well-being of Eligible Recipients has been assured. Resumption of services by PROVIDER may be authorized upon such assurance, at the sole discretion of COUNTY. If it is determined that the safety or well-being of Eligible Recipients will remain in jeopardy by the further provision of services, COUNTY may cancel/terminate this Agreement pursuant to the provisions herein of this Agreement. No payments shall be made for the period during which services are suspended unless otherwise determined by

c. Notwithstanding any provision of this Agreement to the contrary, PROVIDER shall remain liable to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER. Upon notice to PROVIDER of the claimed breach and the amount of the claimed damage, COUNTY may withhold any payments to PROVIDER for the purpose of set-off until such time as the exact amount of damages due COUNTY from PROVIDER is determined.
Following notice from COUNTY of the claimed breach and damage, PROVIDER and COUNTY shall attempt to resolve the dispute in good faith.

d. 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.

e. 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.

f. If COUNTY does not obtain funding from the Minnesota Legislature, or other funding source, COUNTY may immediately cancel/terminate this Agreement by written notice to PROVIDER. COUNTY is not obligated to pay for any services that are provided after notice and effective date of cancellation/termination. However, PROVIDER will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. COUNTY will not be assessed any penalty if the Agreement is cancelled/terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

g. If during the term of this Agreement reimbursement to COUNTY from state, federal, or other funding sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of Contracted Services, or if COUNTY's final budget as approved by the County Board changes the amount budgeted for this particular program or this service area for any portion of the term of this Agreement, COUNTY may cancel/terminate or amend this Agreement; provided that any cancellation/termination of this Agreement shall not relieve the parties of any obligations or liabilities already accrued prior to the effective date of such cancellation/termination.

h. This Agreement may be cancelled/terminated by either party at any time, with or without cause, upon thirty (30) days' written notice.

i. After receipt of a notice of cancellation/termination, and except as otherwise directed, PROVIDER shall:

1. Discontinue provision of Contracted Services under this Agreement on the date in the notice of cancellation/termination.

2. Cancel all orders and subcontracts to the extent that they relate to the performance of Contracted Services cancelled/terminated by the notice of cancellation/termination.

3. Settle all outstanding claims and liabilities for orders and subcontracts existing at the time of the notice of cancellation/termination, provided,
however, that the claims and liabilities for orders and subcontracts have been approved in writing by COUNTY.

        (4) Notify in writing all clients and any other counties of financial responsibility of the cancellation/termination of this Agreement.

XIX. SURVIVAL OF PROVISIONS

   a. Provisions that by their nature are intended to survive the term, cancellation, or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: RECORDS, REPORTS, AUDIT AND MONITORING PROCEDURES; DATA; CONTRACTS MANAGEMENT AND DISPUTES; INDEMNIFICATION; INSURANCE; INDEPENDENT CONTRACTOR; AND DEFAULT AND CANCELLATION/TERMINATION.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the proper officers thereunto duly authorized. By signing this Agreement, the parties acknowledge that they have read, understand, and agreed to abide by all its conditions as stipulated.

COUNTY OF RICE, MINNESOTA

Dated: ____________________

By: _________________________
County Board Chair

Dated: ____________________

Attest: _________________________
Sara Folsted
County Administrator

Dated: ____________________

Approved as to form and execution:

By: _________________________
Terence Swihart
Assistant Rice County Attorney

Dated: ____________________
WORKFORCE DEVELOPMENT, Inc.

By: ___________________________
Authorized Agent
AGENDA DATE: January 23, 2018

REQUEST BY: Carol Kritzer, Human Resources

STATE ITEM OF BUSINESS:
Adoption of Resolution #18-008/Establishing Minimum Salary to Pay Elected Officials for Term Beginning 2019

BACKGROUND:
(Background)

COUNTY BOARD ACTION REQUESTED:
to adopt Resolution #18-008 - Establishing Minimum Salary to Pay Elected Officials for Term Beginning 2019.

Reviewed with additional material provided: ✓ Approved
County Administrator
RESOLUTION #18-008

ESTABLISHING MINIMUM SALARY TO PAY ELECTED OFFICIALS FOR TERM BEGINNING 2019

WHEREAS, the Laws of the State of Minnesota require that the County Board at the January meeting prior to the first date of which applicants may file for the offices of County Attorney—MN Statute 388.18, Subd. 2; and County Sheriff—MN Statute 387.20, Subd. 2; shall set the resolution minimum salary to pay for the term next following; and

WHEREAS, the 2010 official population of the County is 64,142.

NOW THEREFORE BE IT RESOLVED, that the Rice County Board of Commissioners hereby resolves that the minimum salaries for the term commencing in 2019 shall be as follows:

<table>
<thead>
<tr>
<th>Official</th>
<th>Salary</th>
</tr>
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<tbody>
<tr>
<td>Attorney</td>
<td>$100,100</td>
</tr>
<tr>
<td>Sheriff</td>
<td>$93,163</td>
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</table>

Dated this 23rd day of January, 2018.

RICE COUNTY BOARD OF COMMISSIONERS

______________________________
Steve Bauer, Chairperson

ATTEST:

______________________________
Sara Folsted, County Administrator
AGENDA DATE: January 23, 2018

REQUEST BY: Troy Dunn, Sheriff's Office

STATE ITEM OF BUSINESS:
2017/2018 Violent Crime Enforcement Teams Grant Agreement Amendment

BACKGROUND:

COUNTY BOARD ACTION REQUESTED:
to approve the Grant Agreement Amendment for the Violent Crime Enforcement Teams 2017/2018 Grant; and to authorize the Board Chairperson's signature on the agreement.

Reviewed with additional material provided: ✓ Approved
County Administrator
### Grant Agreement Amendment

**Minnesota Department of Public Safety ("State")**
Commissioner of Public Safety
Office of Justice Programs
445 Minnesota Street, Suite 2300
St. Paul, MN 55101-2139

**Grant Program:**
Violent Crime Enforcement Teams 2017

**Grant Agreement No.:** A-VCET-2017-RICESD-00008

**Grant Amendment No.:** 1

**Grantee:**
Rice County Sheriff's Department
118 NW 3rd Street
Faribault, Minnesota 55021

**Grant Agreement Term:**
Effective Date: 1/1/2017
Expiration Date: 12/31/2017

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<tr>
<th>Grant Matching Requirement:</th>
<th>Grantee Agreement Amount:</th>
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<tr>
<td>Original Agreement Amount</td>
<td>$90,000.00</td>
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<tr>
<td>Previous Amendment(s) Total</td>
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<td>Current Amendment Amount</td>
<td>$0.00</td>
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<tr>
<td>Total Agreement Amount</td>
<td>$180,000.00</td>
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</table>

*In this Amendment deleted agreement terms will be struck out and added agreement terms will be underlined.*

**Revision 1.** Exhibit A of the Original Grant Agreement is replaced by Revised Exhibit A which is attached and incorporated into this Grant Agreement. Any references to Exhibit A in the Original Grant Agreement now refer to Revised Exhibit A.

**Revision 2.** Special Conditions of the Original Grant Agreement is amended as follows:

1. **Time limitations on funding use:**

   $74,700.00 is available from January 1, 2017 through December 31, 2017 until June 30, 2018.
   $15,300.00 $96,080.00 is available from July 1, 2017 through December 31, 2017 December 31, 2018.
   $220,000.00 is available from July 1, 2018 through December 31, 2018.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
The Original Grant Agreement and all previous amendments are incorporated into this amendment by reference.

1. ENCUMBRANCE VERIFICATION
   Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 164.15 and 164C.05.

   Signed: ____________________________
   Date: ____________________________
   Grant Agreement No. A-VCET-2017-RICESD-0000R/3-44655

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

   By: ____________________________
   Title: Chairperson
   Date: ____________________________

   By: ____________________________
   Title: Rice County Sheriff
   Date: ____________________________

3. STATE AGENCY
   By: ____________________________
   Title: ____________________________
   Date: ____________________________
   (with delegated authority)

   Distribution: DPS/FAS
   Grantee
   State’s Authorized Representative
<table>
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<tr>
<th>Violent Crime Enforcement Teams: Cannon River Drug &amp; Violent Offender Task Force</th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Budget Category</strong></td>
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<tr>
<td>Personnel</td>
<td>Award</td>
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<tr>
<td>Command/Agents overtime &amp; Administrative Assistant Salary</td>
<td>$120,000.00</td>
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<td><strong>Total</strong></td>
<td>$120,000.00</td>
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<tr>
<td>fringe and benefits</td>
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<tr>
<td>Benefits including health, FICA, Medicare, PERA &amp; Workers Comp</td>
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<td><strong>Total</strong></td>
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<tr>
<td>office expenses</td>
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<td>Office supplies and furniture</td>
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<td><strong>Total</strong></td>
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<tr>
<td>equipment purchase (over $5000)</td>
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<tr>
<td>Surveillance and CI Equipment</td>
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<td><strong>Total</strong></td>
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<tr>
<td>program expenses</td>
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<tr>
<td>Intelligence Equipment</td>
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<td><strong>Total</strong></td>
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<tr>
<td>other expenses</td>
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<td>cell phones/air cards for agents</td>
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<td><strong>Total</strong></td>
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<td>Training</td>
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<td><strong>Total</strong></td>
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<td>travel</td>
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<tr>
<td>Motor Fuels and Vehicle Lease</td>
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<td><strong>Total</strong></td>
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<tr>
<td>confidential funds</td>
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<tr>
<td>Funds for purchases and services related to specific investigations</td>
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<td><strong>Total</strong></td>
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<tr>
<td><strong>Total</strong></td>
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AGENDA DATE: January 23, 2018

REQUEST BY: Shelley Langevin, Administration

STATE ITEM OF BUSINESS:
Payment of Bills

BACKGROUND:
(Background or Memo Information)

COUNTY BOARD ACTION REQUESTED:

Reviewed with additional material provided: ✓ Approved
County Administrator
AGENDA DATE: January 23, 2018

REQUEST BY: Shelley Langevin, Administration

STATE ITEM OF BUSINESS:
Extra Time/Over Time Report (1/05/2018)

BACKGROUND:
(Background or Memo Information)

COUNTY BOARD ACTION REQUESTED:

Reviewed with additional material provided: ✔️ Approved
County Administrator
### Hours and Earnings Report Over Standard

**Pay Date: 01/05/2018**
**Home Department: 000005**

<table>
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<tr>
<th>Payroll Name</th>
<th>Over-time Hours</th>
<th>Overtime Earnings</th>
<th>Double Time Hours</th>
<th>Double Time Earnings</th>
<th>Extra Hours</th>
<th>Extra Earnings</th>
<th>Extra Hrs over Standard</th>
<th>Extra Hrs over Standard - Earnings</th>
<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
<th>Nurses Visits Earnings</th>
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<th>On Call Earnings</th>
<th>Term Sick Leave Pay</th>
<th>Term Vacation Pay</th>
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**Pay Date: 01/05/2018**
**Home Department: 000019**

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<th>Extra Hrs over Standard</th>
<th>Extra Hrs over Standard - Earnings</th>
<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
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**Pay Date: 01/05/2018**
**Home Department: 000063**

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<th>Extra Earnings</th>
<th>Extra Hrs over Standard</th>
<th>Extra Hrs over Standard - Earnings</th>
<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
<th>Nurses Visits Earnings</th>
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<th>On Call Earnings</th>
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### Pay Date: 01/05/2018
#### Home Department: 000110

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<th>Extra Hours</th>
<th>Extra Earnings</th>
<th>Extra Hrs over Standard</th>
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**Totals for Home Department 000110**

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**Pay Date: 01/05/2018**

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### Pay Date: 01/05/2018

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**Pay Date: 01/05/2018**

**Home Department: 000310**

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**Totals for Home Department 000310**

<p>| | | | | | | | | | | | | | | | | | | |</p>
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<thead>
<tr>
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**Pay Date: 01/05/2018**

**Home Department: 000330**

<table>
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<th>Payroll Name</th>
<th>Overtime Hours</th>
<th>Overtime Earnings</th>
<th>Double Time Hours</th>
<th>Double Time Earnings</th>
<th>Extra Hours</th>
<th>Extra Earnings</th>
<th>Extra Hrs over Standard</th>
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<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
<th>Nurses Visits Earnings</th>
<th>Crisis Line Earnings</th>
<th>On Call Earnings</th>
<th>Term Sick Leave Pay</th>
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<td>Maland, Michele</td>
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**Totals for Home Department 000330**

|                     |                |                   |                   |                    |            |                |                          |                                    |          |           |          |              |                        |                      |                    |                     |                      |                  |
|---------------------|----------------|-------------------|-------------------|--------------------|-------------|----------------|--------------------------------|                                    |          |           |          |              |                        |                      |                    |                     |                      |                  |
| **Total**           | 2.50           | $87.35            | 0.00              | 0.00               | 0.00        | 0.00          | 0.00                   | 0.00                                | 0.00     | 0.00      | 0.00     | 0.00          | 0.00                  | 0.00                 | 0.00               | 0.00                | 0.00                 | 0.00               |
## Hours and Earnings Report Over Standard

**Date: 01/05/2018**

### Pay Date: 01/05/2018

#### Home Department: 000433

<table>
<thead>
<tr>
<th>Payroll Name</th>
<th>Overtime Hours</th>
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<th>Double Time Hours</th>
<th>Double Time Earnings</th>
<th>Extra Hours</th>
<th>Extra Earnings</th>
<th>Extra Hrs over Standard</th>
<th>Extra Hrs over Standard Earnings</th>
<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
<th>Nurses Visits Earnings</th>
<th>Crisis Line Earnings</th>
<th>On Call Earnings</th>
<th>Term Sick Leave Pay</th>
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</table>

**Totals for Home Department 000433**

| Total | 1.00 | $37.74 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | $341.00 | $235.40 | 0.00 | 0.00 |

#### Pay Date: 01/05/2018

#### Home Department: 000451

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<th>Overtime Hours</th>
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<th>Double Time Earnings</th>
<th>Extra Hours</th>
<th>Extra Earnings</th>
<th>Extra Hrs over Standard</th>
<th>Extra Hrs over Standard Earnings</th>
<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
<th>Nurses Visits Earnings</th>
<th>Crisis Line Earnings</th>
<th>On Call Earnings</th>
<th>Term Sick Leave Pay</th>
<th>Term Vacation Pay</th>
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</tbody>
</table>

**Totals for Home Department 000451**

| Total | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | $250.00 | $250.00 | 0.00 | 0.00 |

#### Pay Date: 01/05/2018

#### Home Department: 000703

<table>
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<th>Extra Hrs over Standard Earnings</th>
<th>Comp Hrs</th>
<th>Comp Paid</th>
<th>Per Diem</th>
<th>Misc Earnings</th>
<th>Beeper On-Call Earnings</th>
<th>Nurses Visits Earnings</th>
<th>Crisis Line Earnings</th>
<th>On Call Earnings</th>
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**Totals for Home Department 000703**

| Total | 1.00 | $36.96 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | $250.00 | $250.00 | 0.00 | 0.00 |

Grand Totals

| Total | 267.00 | $11,868.64 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | $0.00 | 0.00 | $341.00 | $637.66 | 0.00 | 0.00 |
AGENDA DATE: January 23, 2018

REQUEST BY: Shelley Langevin, Administration

STATE ITEM OF BUSINESS:
Personnel Appointments

BACKGROUND:
(Background or Memo Information)

COUNTY BOARD ACTION REQUESTED:

Reviewed with additional material provided: ☑ Approved
County Administrator
HISTORY:
01/23/18  Board of Commissioners
R I C E  C O U N T Y  
P E R S O N N E L  A P P O I N T M E N T

Requires Board Approval

Employee Name: Paula O’Connell

Effective Date: 02-26-2018

Employee Number: 002285

Position: Chief Financial Officer

Salary Schedule: Nonunion

Department: Auditor/Treasurer

Unit / Grade / Step: NU / Grade 21 / Step D

Home Cost Code: 

Wage Rate: $56.72

REASON FOR CHANGE

New Hire

Temporary Assignment

Promotion

Transfer

Reclassification

X

CHANGE(S)

CURRENT / CHANGE FROM

Auditor/Treasurer

Regular, Full-time (40 hours per week)

Exempt Status

Chief Financial Officer

Chief Financial Officer

Unit/Grade/Step, Wage

NU / 21 / D, $56.72

Rice County Start Date

02-26-2018

Review Date

February 26

Supervisor

Sara FOLSTED

Department Head

EXPLANATION / COMMENTS

Vacation will accrue at tier two, sixteen (17) days per year rate. Ten (10) days will be placed in the vacation bank on 02-26-2018.

Subsequent vacation accrual will be consistent with the intervals (not years of service) set out in the Rice County Vacation Leave Accrual Policy

DEPARTMENT ACKNOWLEDGEMENT

By signing, the Employee, Supervisor, and Department Head acknowledge that the Personnel Appointment, Employee Job Description, and Probationary Period has been acknowledged.

PROBATIONARY PERIOD

None

6 Month (3 & 6 month Reviews)

☑ 1 Year (3, 6, 9, & 12 month Reviews) 05/26/2018, 08/26/2018, 11/26/2018, 02/26/2019

Attachment: Personnel Appointments 01-23-2018 (2839 : Personnel Appointments)