



Kanabec County Board of Commissioners

Regular Meeting Agenda

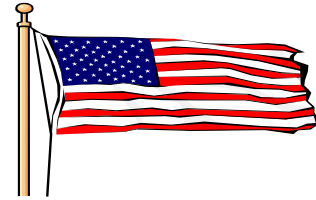
The Meeting of April 20, 2021

- Due to COVID-19 safety protocol, this meeting will be in-person and via WebEx (video/phone conference)
- The public may join the meeting via WebEx or in-person at the meeting room.
- If attending the meeting in-person, the total number of persons (including commissioners) will be limited and social distancing/safety protocol will be in effect.

To be held via WebEx telephone call or video meeting:

Telephone call-in number for public access: 1-408-418-9388

Access Code: 187 137 5913



Video Meeting link:

<https://kanabecounty.webex.com/kanabecounty/j.php?MTID=mc88f311404b544f0f6f0e84c0347a649>

Meeting number: 187 137 5913

Password: geSdWXXg759

To be held at: Kanabec County Courthouse
Basement Training Rooms 3 & 4
18 North Vine Street
Mora, MN 55051

Please use the Maple Ave Entrance. Stairs and an elevator to the basement level are accessible through the entrance lobby.

Scheduled Appointments: Times are approximate and time allotted to each subject will vary. Appointment times may be changed at the discretion of the board.

The audience is invited to join the board in pledging allegiance:

I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands: one nation under God, indivisible with Liberty and Justice for all

- 9:00am a. Pledge of Allegiance
b. Agenda approval
- 9:05am Recess county board to a time immediately following the FSB.
Family Services Board
- 9:30am Dan Voce, Mora Public Schools Superintendent – Mora Public Schools Update
- 9:50am Heidi Steinmetz, EDA
a. Blandin Foundation: Community Broadband Resources: Accelerate!
b. Promotional video opportunity with the City of Mora and Mora Public Schools
- 10:05am Employee Service Recognition
▪ Todd Eustice- 35 Years
▪ Luke Athey- 25 Years
- 10:15am Sheriff Brian Smith –
a. Amendment to the State of MN JPA Human Trafficking Investigators Task Force
b. PSAP Administrator/EM Director vacancy update
c. Request to fill a part-time dispatcher vacancy

10:30am Public Comment

Telephone call-in number for public access: 1-408-418-9388
Access Code: 187 137 5913

10:45am Tim Marion, DNR Area Wildlife Manager- Proposed Land Acquisition – Kroschel Township

11:05am Chad Gramentz, Public Works

Other business to be conducted as time is available:

1. Minutes
2. Paid Bills
3. Regular Bills
4. Ogilvie American Legion Ditch Clean-up
5. Fingerprinting Services- Vendor Change
6. Consider Rescinding Resolution #13-5/5/20
7. Policy Review: Policy Against Offensive Conduct, Harassment and Violence (P-104)
8. Commissioner Reports
9. Future Agenda Items
10. Discuss any other matters that may come before the County Board

ADJOURN

Kanabec County Family Services

905 East Forest Avenue, Suite 150
Mora, MN 55051
Phone: 320-679-6350
Fax: 320-679-6351

Kanabec County Family Services Board

Agenda

April 20, 2021

9:05 a.m.

- 1. Agenda Approval** **Pg. 1**
- 2. Cheryl Jenkins, Fiscal Supervisor Presentation**
-See attached Expenditure/Revenue Spreadsheet **Pg. 2-3**
- 3. Director's Report** **Pg. 4**
 - Staffing new Office Support Specialist
 - High Cost Children's Placements
 - Ongoing Number of Children in Placement
- 4. Welfare Fund Report**
-See attached report **Pg. 5**
- 5. Financial Report**
-See attached report **Pg. 6-7**
- 6. Abstract Approval**
-See attached abstract and board vendor paid list **Pg. 8-12**
- 7. Other Business**
- 8. Adjourn**

Department			Net Cost to Agency	
Attorney				
Child Support	\$42,651.00	66% reimbursement	\$28,149.66	\$14,501.34
Social Services General	\$18,591.30			\$18,591.30
Social Services Mental Health	\$18,591.30			\$18,591.30
Total	\$79,833.60			\$51,683.94
Information Systems				
Income Maintenance/Child Support	\$7,800.00	31% allowable = \$2418 x 66% reimbursement	\$1,595.88	\$6,204.12
Social Services	\$12,200.00			\$12,200.00
Total	\$20,000.00			\$18,404.12
Rent (A/T)				
Income Maintenance/Child Support	\$23,728.06	31% allowable=\$7355 x 66% reimbursement	\$4,854.76	\$18,873.30
Social Services	\$35,715.98			\$35,715.98
Total	\$59,444.04			\$54,589.28
Timber Trails				
Total	\$37,800.00			\$37,800.00
Public Health				
MN Choices	\$40,000.00	Agency received federal & state reimbursement 100% of Family Services expense Reimburses \$40,000 to Public Health	\$40,000.00	\$0.00
Mary Heins	\$92,910.81	Reimbursement by Regional Grant	\$92,910.81	\$0.00
	\$132,910.81			\$0.00
Revenue Generated to General Fund				
Income Maint/Child Support	\$104,479.00	Four quarters of reporting indirect cost reimbursement		
Social Services	\$35,255.00	Four quarters of reporting indirect cost reimbursement		
Total	\$139,734.00			

Equipment purchased for Admin, Child Support and Income Maintenance units are reimbursed between 50% and 66%

Social Service and Income Maintenance staff costs are reimbursed based upon results from Time Studies in each area.

2020 Social Service

Expenditures	\$3,897,317.00
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Revenues	\$2,749,898.00
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2020 Child Support

Expenditures	\$361,121.00
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Revenues	\$338,364.00
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2020 Income Maintenance

Expenditures	\$1,511,095.00
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Revenues	\$913,495.00
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Family Service Director's Report

April, 2021

Staffing

The new Office Support Specialist, Jodi Brodal began her employment with Family Services on April 12, 2021.

High Cost Children's Placements

The agency currently has three high intensity child placements that may cost up to \$462,444 annually. This amount will have a negative effect on the budgeted amount of \$525,000 for child placements. We will receive an increase in revenue in these areas of up to \$88,000. There is a processing lag in reimbursement so increased revenue may not show up in the budget for an extended period of time. This area will likely go over budget in 2021 as other child placements may occur. It is not possible to give you an exact or even estimated total on the cost; the agency cannot predict or control these placements.

2020 placement costs \$393,401 budgeted \$525,000.

2019 placement costs \$494,776 budgeted \$525,000.

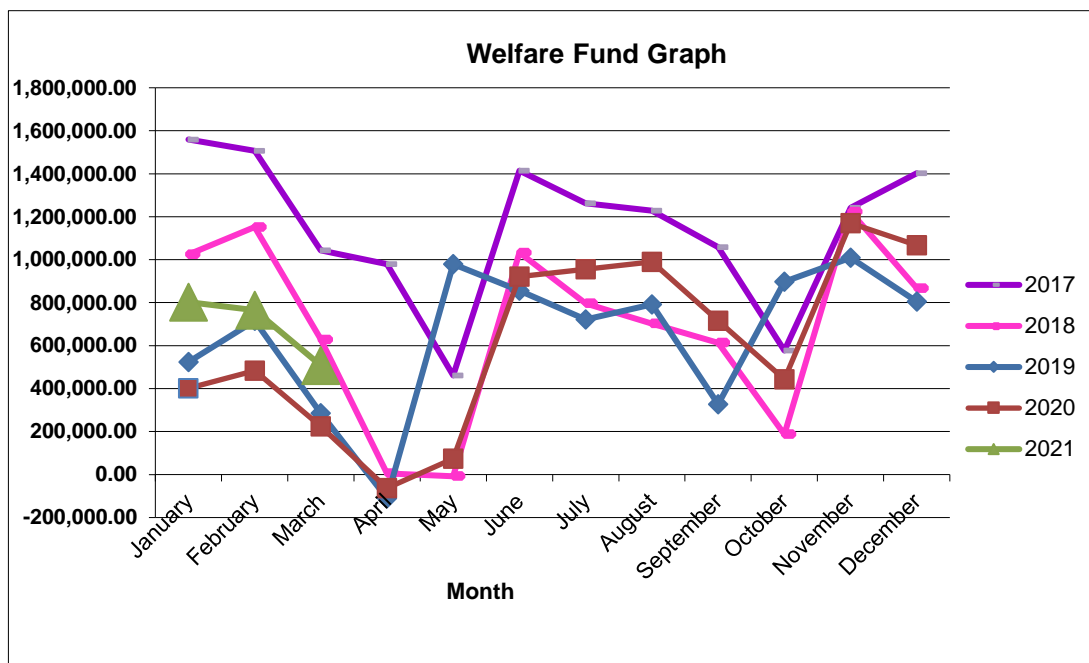
2018 placement costs \$756,418 budgeted \$450,000.

The agency will continue to monitor information and make adjustments as we are able to offset these overages to the best of our ability.

Ongoing Update on Number of Children in Placement

Last month we had 21 children in our care in out of home placements. We have 19 children in care this month compared to 11 last year for the same month.

	2017	2018	2019	2020	2021
January	1,559,203.05	1,024,705.97	523,556.70	401,131.39	802,602.99
February	1,507,019.98	1,151,821.98	715,738.74	483,781.08	764,375.81
March	1,044,116.93	629,190.77	285,341.21	225,078.17	507,711.89
April	979,174.37	5,607.36	-109,902.43	-63,141.11	
May	461,452.14	-7,853.46	979,247.26	73,382.15	
June	1,413,892.29	1,032,778.15	855,820.47	920,867.09	
July	1,262,151.35	796,820.09	721,467.48	955,700.06	
August	1,228,621.03	703,093.77	791,435.79	990,235.56	
September	1,058,187.52	613,301.63	326,963.03	716,408.79	
October	577,905.27	187,807.92	897,606.65	443,084.51	
November	1,241,274.27	1,222,983.64	1,008,939.34	1,170,024.75	
December	1,402,699.93	867,114.62	804,618.63	1,067,709.00	
Totals	13,735,698.13	8,227,372.44	7,800,832.87	7,384,261.44	2,074,690.69
Averages	1,144,641.51	685,614.37	650,069.41	615,355.12	691,563.56
6 month Avg.	1,128,473.23	731,853.61	758,505.15	890,527.11	792,584.83
Rolling 12 month Avg	1,144,641.51	685,614.37	650,069.41	615,355.12	695,746.79



Kanabec County Family Services - Board Financial Report							Through March 2021	
	Total year to date/			8.33%	16.67%	25.00%	33.33%	
Department	Budget	% of budget	Total	January	February	March	April	
Income Main. Service								
Exp	689,139.00	28.39%	195,621.98	51,854.59	63,387.07	80,380.32		
Rev	385,501.00	19.95%	76,890.43	10,047.98	56,794.47	10,047.98		
Tax	295,906.00	1.60%	4,747.06	4,747.06				
State Shared Rev			0.00					
Recoveries								
Exp	19,100.00	27.12%	5,180.06	3,262.28	0.00	1,917.78		
Rev	19,100.00	22.14%	4,229.18	1,941.31	818.09	1,469.78		
Tax	24,847.00	1.63%	405.92	405.92				
State Shared Rev			0.00					
Burials								
Exp	25,000.00	10.65%	2,663.01	0.00	863.01	1,800.00		
Rev			0.00					
Tax			0.00					
Child Support								
Exp	359,777.00	25.11%	90,322.85	26,967.91	23,235.11	40,119.83		
Rev	412,000.00	24.52%	101,016.69	29,456.92	55,770.28	15,789.49		
Tax								
MA Services								
Exp	483,900.00	26.70%	129,217.97	37,587.78	21,091.85	70,538.34		
Rev	418,000.00	39.06%	163,275.93	59,053.49	31,205.13	73,017.31		
Tax	64,151.00	1.62%	1,037.36	1,037.36				
State Shared Rev			0.00					
Child Care								
Exp	230,950.00	23.84%	55,054.71	31,466.06	8,840.21	14,748.44		
Rev	229,768.00	34.37%	78,972.00	858.00	745.00	77,369.00		
Tax	1,129.00	1.66%	18.79	18.79				
State Shared Rev			0.00					
Fraud								
Exp	75,704.00	23.45%	17,749.84	5,930.22	5,953.80	5,865.82		
Rev			0.00		0.00	0.00		
Tax	73,863.00	1.60%	1,180.19	1,180.19				
State Shared Rev			0.00					
Adult Services								
Exp	3,500.00	68.00%	2,380.00	33.30	0.00	2,346.70		
Rev	8,817.00	0.57%	50.01	16.67	0.00	33.34		
Tax								
Dev. Disability								
Exp	91,389.00	15.77%	14,407.88	4,988.66	4,527.59	4,891.63		
Rev	73,941.00	14.34%	10,606.00	0.00	10,606.00	0.00		
Tax	16,941.00	2.15%	364.58	364.58				
State Shared Rev			0.00					

Mental Health								
Exp	1,216,129.00	25.61%	311,454.64	93,026.89	117,059.81	101,367.94		
Rev	693,784.00	18.09%	125,531.19	15,137.98	49,929.36	60,463.85		
Tax	509,364.00	1.72%	8,753.69	8,753.69				
State Shared Rev			0.00					
Chemical Dependency								
Exp	117,000.00	3.09%	3,620.00	1,620.00	0.00	2,000.00		
Rev	51,000.00	19.84%	10,116.71	747.25	9,369.46	0.00		
Tax	64,376.00		0.00	0.00				
Child Services								
Exp	567,262.00	23.96%	135,909.73	34,279.23	31,007.16	70,623.34		
Rev	341,681.00	17.96%	61,357.84	9,327.07	41,967.49	10,063.28		
Tax	220,009.00	2.25%	4,950.02	4,950.02				
State Shared Rev			0.00					
Social Services								
Exp	1,278,208.00	22.12%	282,726.19	95,243.93	94,909.96	92,572.30		
Rev	1,061,420.00	20.85%	221,278.65	50,849.88	115,773.01	54,655.76		
Tax	211,426.00	1.54%	3,254.91	3,254.91				
State Shared Rev			0.00					
Income Main. Admin								
Exp	88,074.00	22.14%	19,497.32	6,530.06	6,527.64	6,439.62		
Rev	52,372.00	21.36%	11,187.18	1,235.14	8,716.90	1,235.14		
Tax	34,786.00	1.47%	511.19	511.19				
State Shared Rev			0.00					
Social Services Admin.								
Exp	301,984.00	23.27%	70,274.27	22,485.54	23,816.23	23,972.50		
Rev	65,000.00	22.85%	14,854.00	0.00	14,854.00	0.00		
Tax	231,078.00	1.65%	3,803.66	3,803.66				
State Shared Rev			0.00					
FS Admin								
Exp	672,578.00	25.21%	169,526.47	69,803.74	54,781.56	44,941.17		
Rev	148,488.00	19.30%	28,658.39	3,716.88	21,224.63	3,716.88		
Tax	510,946.00	1.67%	8,558.24	8,558.24				
State Shared Rev			0.00					
Agency Totals								
Exp	6,219,694.00	24.21%	1,505,606.92	485,080.19	456,001.00	564,525.73	0.00	
Rev	3,960,872.00	22.92%	908,024.20	182,388.57	417,773.82	307,861.81	0.00	
Tax	2,258,822.00	1.66%	37,585.61	37,585.61	0.00	0.00	0.00	
State Shared Rev			0.00	0.00	0.00	0.00	0.00	
Total Revenue	6,219,694.00	15.20%	945,609.81	219,974.18	417,773.82	307,861.81	0.00	

Board Approval Report

SSIS pymt. batch #: 109095662

Paid Cnty Vendor	Total Payments		Total Amount
Bartel/Phyllis, 000010615	1		80.00
Svc Description	Svc Code	Payments	Amount
Child Respite Care	489	1	80.00
Bliss/Jenny, 000010784	2		6,890.00
Svc Description	Svc Code	Payments	Amount
Adult Outpatient Psychotherapy	452	2	6,890.00
Central Minnesota Jobs & Training, 000015800	1		6,802.63
Svc Description	Svc Code	Payments	Amount
Statewide MFIP Employment Services	237	1	6,802.63
Central Mn Mental Health Center, 000011298	4		3,000.00
Svc Description	Svc Code	Payments	Amount
Detoxification	371	4	3,000.00
Community Living Options, 000011478	2		1,187.06
Svc Description	Svc Code	Payments	Amount
Semi-Independent Living Services (SILS)	534	2	1,187.06
Family Pathways, 000012298	17		1,820.00
Svc Description	Svc Code	Payments	Amount
Family-Based Counseling Services	162	17	1,820.00
Gottlieb/Derek & Sharee, 000012431	2		1,505.00
Svc Description	Svc Code	Payments	Amount
Child Family Foster Care	181	2	1,505.00
Ignaszewski/Karissa, 000012959	2		12,060.00
Svc Description	Svc Code	Payments	Amount
Adult Outpatient Psychotherapy	452	2	12,060.00
MN DHS-SOS, 000011816	6		9,137.25
Svc Description	Svc Code	Payments	Amount
State-Operated Inpatient	472	6	9,137.25
Nexus-Gerard Family Healing , LLC, 000012394	2		15,588.88
Svc Description	Svc Code	Payments	Amount
Children's Residential Treatment	483	2	15,588.88
North Homes Inc., 000015171	2		14,734.58
Svc Description	Svc Code	Payments	Amount
Children's Residential Treatment	483	2	14,734.58
Northwestern Minnesota Juvenile Center, 000015203	1		8,215.00
Svc Description	Svc Code	Payments	Amount
Correctional Facilities	185	1	8,215.00
Options Residential, 000015334	1		1,315.64
Svc Description	Svc Code	Payments	Amount
Child Family Foster Care	181	1	1,315.64
PHASE, Inc., 000015579	3		1,302.60
Svc Description	Svc Code	Payments	Amount
Day Training and Habilitation	566	2	822.60
Transportation	516	1	480.00
Pinehaven Youth & Fam SVCS Inc, 000015643	6		6,670.80
Svc Description	Svc Code	Payments	Amount
Child Family Foster Care	181	6	6,670.80

Board Approval Report

Paid Cnty Vendor				Total Payments	Total Amount
Richardson MD/Paul T, 000016136				2	5,090.00
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	2	5,090.00		
RSI, 000016246				2	426.38
Svc Description	Svc Code	Payments	Amount		
Semi-Independent Living Services (SILS)	534	2	426.38		
Tsa - 2 Inc., 000017101				1	188.20
Svc Description	Svc Code	Payments	Amount		
Family-Based Counseling Services	162	1	188.20		
Volunteers Of America, 000017460				4	3,667.85
Svc Description	Svc Code	Payments	Amount		
Semi-Independent Living Services (SILS)	534	4	3,667.85		
Report Totals:				61	99,681.87

I hereby certify that the above amounts have been approved and allowed by the county Welfare Board for payment to the claimant as in each instance stated that said county Welfare Board authorizes and instructs the county Auditor and county Treasurer of said county to pay the same.

Signature

Title

Date

Vendor Name	Amount
Akkerman Ingebrand Funeral Home (GA Burial)	\$ 1,800.00
Health Insurance Reimbursement	\$ 148.50
Jen Anderson	\$ 356.12
Health Insurance Reimbursement	\$ 802.94
Health Insurance Reimbursement	\$ 663.90
Health Insurance Reimbursement	\$ 582.04
Medical Mileage	\$ 92.96
Health Insurance Reimbursement	\$ 148.50
Medical Mileage	\$ 74.36
Health Insurance Reimbursement	\$ 148.50
Health Insurance Reimbursement	\$ 148.50
Medical Mileage	\$ 78.83
Health Insurance Reimbursement	\$ 148.50
Health Insurance Reimbursement	\$ 148.50
DHS	\$ 13,299.91
Health Insurance Reimbursement	\$ 552.32
Medical Mileage	\$ 139.92
Health Insurance Reimbursement	\$ 148.50
Health Insurance Reimbursement	\$ 148.50
Medical Mileage	\$ 29.48
Health Insurance Reimbursement	\$ 148.50
Health Insurance Reimbursement	\$ 234.88
Health Insurance Reimbursement	\$ 173.00
Health Insurance Reimbursement	\$ 148.50
Katie Heacock	\$ 34.16
Medical Mileage	\$ 90.61
Health Insurance Reimbursement	\$ 231.46
Health Insurance Reimbursement	\$ 148.50
Linda Hosley	\$ 217.84
Innovative Office Solutions	\$ 393.91
ITSavvy	\$ 188.90
Health Insurance Reimbursement	\$ 163.42
Health Insurance Reimbursement	\$ 148.50
Health Insurance Reimbursement	\$ 792.84
Kanabec County Aud Treas	\$ 13,775.68
Kanabec County Comm Health	\$ 13,939.82

Kanabec Publications	\$	440.00
Health Insurance Reimbursement	\$	148.50
Health Insurance Reimbursement	\$	148.50
Medical Mileage	\$	55.44
Health Insurance Reimbursement	\$	410.52
Lakes Medi Van	\$	215.80
Metro Sales Inc	\$	292.00
Health Insurance Reimbursement	\$	148.50
Kelly Mitchell	\$	112.56
MSSA	\$	165.00
Health Insurance Reimbursement	\$	187.16
Health Insurance Reimbursement	\$	148.50
Health Insurance Reimbursement	\$	357.56
Health Insurance Reimbursement	\$	148.50
Health Insurance Reimbursement	\$	148.50
Health Insurance Reimbursement	\$	148.50
Health Insurance Reimbursement	\$	148.50
Peterson Grimsno Funeral Chapel	\$	1,800.00
Premier Biotech Labs LLC	\$	44.90
Procentive .Com LLC	\$	295.00
Medical Mileage	\$	96.71
Health Insurance Reimbursement	\$	571.48
Health Insurance Reimbursement	\$	148.50
Health Insurance Reimbursement	\$	148.50
Health Insurance Reimbursement	\$	820.47
Health Insurance Reimbursement	\$	660.00
Health Insurance Reimbursement	\$	918.46
Seven Co Process Servers	\$	65.00
SHI Internatioanal Corp	\$	959.00
Health Insurance Reimbursement	\$	148.50
Health Insurance Reimbursement	\$	135.92
Health Insurance Reimbursement	\$	148.50
Kristen Struss	\$	331.19
Medical Mileage	\$	6,318.00
Health Insurance Reimbursement	\$	148.50
Teen Focus Recovery Center	\$	221.06

Health Insurance Reimbursement	\$	306.28	
Health Insurance Reimbursement	\$	530.12	
Timber Trails	\$	16,935.90	
Health Insurance Reimbursement	\$	148.50	
Medical Mileage	\$	29.70	
Health Insurance Reimbursement	\$	337.48	
Health Insurance Reimbursement	\$	148.50	
Health Insurance Reimbursement	\$	458.48	
Health Insurance Reimbursement	\$	319.94	
Health Insurance Reimbursement	\$	319.94	
Health Insurance Reimbursement	\$	1,128.00	
Sharon Wright	\$	245.84	
Mueller Memorial Inc (County Burail)	\$	1,800.00	
TOTAL IFS DOLLARS	\$	90,752.21	86 Total IFS Vendors
TOTA SSIS DOLLARS	\$	99,681.87	19 Total SSIS Vendors
GRAND TOTAL	\$	190,434.08	105 Total Vendors

9:30am Appointment

April 20, 2021

REQUEST FOR BOARD ACTION

a. Subject: Mora Public Schools Update	b. Origination: Mora Public Schools
c. Estimated time: 15 Minutes	d. Presenter(s): Superintendent Dan Voce

e. Board action requested:

Superintendent Voce will provide an update on Mora Public Schools' building process and the school year.

f. Background:

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

9:50am Appointment

Item a.

April 20, 2021

REQUEST FOR BOARD ACTION

a. Subject: Community Broadband Resources (CBR): <i>Accelerate!</i> Update & Request Room Team	b. Origination: EDA
c. Estimated time: 5 minutes	d. Presenter: Heidi Steinmetz

e. Board action requested:

Kanabec County's CBR: *Accelerate!* team requests that a County Commissioner participate in the CBR: *Accelerate!* program

f. Background:

On February 16th, the County Board recommended that the EDA apply for the Blandin Foundation's Community Broadband Resources (CBR): *Accelerate!* program. On March 10th, the EDA authorized staff to apply and an application was submitted on March 12th. The Blandin Foundation immediately welcomed the Kanabec County EDA into the program, along with Aitkin County, Pine County and Mille Lacs Corporate Ventures.

Upon entry into the program, the Blandin Foundation required that eight volunteers represent Kanabec County's CBR: *Accelerate!* team. While there are seven committed volunteers on Kanabec County's team, the Blandin Foundation accepted Kanabec County into the program with the understanding that more volunteers would join the team at a later date. Attached is a PDF of Kanabec County's team roster.

Attached is the weekly schedule and homework for the program. Knowing that the required time commitment of team members is immense, the Kanabec County team is requesting the support of a County Commissioner for the program through his attendance during the weekly informational meetings for the program, which occur every Friday morning **online** from 9:00am to 10:00am through the end of May.

Supporting Documents: Yes Attached: ☒

Date Received in County Coordinator's Office:

Coordinators Comments:

Community Broadband Resources: *Accelerate!*

Weekly Schedule & Homework

March – May 28 Zoom meeting link: <https://blandinfoundation-org.zoom.us/j/98971564760?pwd=cDRaRG9LakpaeUhQb25OZU40QTRoZz09>

June 18 Zoom meeting link: <https://blandinfoundation-org.zoom.us/j/94709140561?pwd=eEtLU0JmRjJjSHB2ZUtERHI3TE5xZz09>

Program Timeline	Meetings (Friday Cohort Check-ins: 9 - 10am)	Community Activity
Week 1 March 15	Orientation Meeting 3/17, 1-3pm Introductions, Broadband 101, full group and community break-out room discussions	Attend orientation meeting
Week 2	Friday Cohort Check-in 3/26 Focus on webinar content, ad hoc discussion	<ul style="list-style-type: none"> - Watch Community Broadband Survey webinar - Create survey plan
Week 3	Friday Cohort Check-in 4/2 Focus on webinar content, ad hoc discussion	<ul style="list-style-type: none"> - Watch Broadband Mapping webinar - Launch Survey w/ Speed Test
Week 4	Friday Cohort Check-in 4/9 Focus on webinar content, ad hoc discussion	<ul style="list-style-type: none"> - Watch Setting the Vision webinar - Map analysis - Conduct Provider interviews
Week 5	Friday Cohort Check-in 4/16 Focus on webinar content, ad hoc discussion	<ul style="list-style-type: none"> - Watch Communicating to Achieve your Broadband Vision webinar - Interview existing and prospective providers
Week 6	Friday Cohort Check-in 4/23 Focus on webinar content, ad hoc discussion	<ul style="list-style-type: none"> - Watch Ownership and Partnership Models webinar - Finalize community communications plan

Program Timeline	Meetings (Friday Cohort Check-ins: 9 - 10am)	Community Activity
Week 7	Friday Cohort Check-in 4/30 Ad hoc discussion	<ul style="list-style-type: none"> - Complete: <ul style="list-style-type: none"> ▪ Survey ▪ map review ▪ provider interviews ▪ community communications
Week 8	Friday Cohort Check-in 5/7 Ad hoc discussion	<ul style="list-style-type: none"> - Complete: <ul style="list-style-type: none"> ▪ Survey ▪ map review ▪ provider interviews ▪ community communications
Week 9	Friday Cohort Check-in 5/14 Focus on webinar content, ad hoc discussion	<ul style="list-style-type: none"> - Watch Feasibility Studies webinar - Complete: <ul style="list-style-type: none"> ▪ Survey ▪ map review ▪ provider interviews ▪ community communications
Week 10	Friday Cohort Check-in 5/21 Focus on webinar content, ad hoc discussion	<ul style="list-style-type: none"> - Watch Federal and State Programs webinar - Complete: <ul style="list-style-type: none"> ▪ Survey ▪ map review ▪ provider interviews ▪ community communications

Program Timeline	Meetings (Friday Cohort Check-ins: 9 - 10am)	Community Activity
Week 11	Friday Cohort Check-in 5/28 Focus on webinar content, ad hoc discussion	<ul style="list-style-type: none"> - Watch Local Broadband Finance Options webinar - Complete: <ul style="list-style-type: none"> ▪ Survey ▪ map review ▪ provider interviews ▪ community communications
Week 12	No cohort meeting Planning session in each community on June 3 or 4	“What does it all mean?” individual community meeting
Week 13	No cohort meeting Planning session in each community on June 7, 8, or 9	“What do we plan to do?” individual community meeting
Week 14	Friday Cohort Check-in 6/18 Community Presentations!	
Week 15		Community Presentations in Home Community



Community Broadband Resources (CBR): *Accelerate!*

Team Roster

3/12/2021

Team Leader

Heidi Steinmetz, EDA Director
heidi.steinmetz@co.kanabec.mn.us
320-209-5031 (office)
320-515-1674 (mobile)

Team Member	Organization/Title	Email	Phone
Kathy Belsheim	Ogilvie Public Schools ISD 333 Superintendent	kbelsheim@ogilvie.k12.mn.us	320-272-5075
Reno Gunderson	Ogilvie Public Schools ISD 333 School Board Member, Clerk	rgunderson@ogilvie.k12.mn.us	218-256-4929
Sandy Juettner	Juettner Marketing/Whited Township Owner/Resident	sandy@juettnermarketing.com	320-496-3356
Katie Kerr	Northern Kanabec County Resident	kkerr@css.edu	218-464-3569
Shane Knutson	Mora Public Schools ISD 332 Technology Director	sknutson@moraschools.org	763-228-3993
Sheila Peterson	Welia Health Revenue Cycle Manager	speterson@welia.org	320-225-3505
Michelle Thomas	ECRDC Economic Resiliency Coordinator	michelle.thomas@ecrdc.org	612-390-0370

9:50am Appointment

Item b.

April 20, 2021

REQUEST FOR BOARD ACTION

a. Subject: Mora Promotional Video	b. Origination: EDA
c. Estimated time: 5 minutes	d. Presenter: Heidi Steinmetz

e. Board action requested:

Staff is requesting the County Board's feedback on this project.

f. Background:

Recently, the Mora School District approached Kanabec County regarding its interest in partnering on a promotional video project with the School District and the City of Mora. The quoted cost is \$11,500 for three promotional videos. That cost would be shared between the three parties. It would take two days of filming/recording. The focus of the videos would be on the Mora area, Mora School District and the other highlights of Kanabec County that relate to Mora. The School District wants to focus on Mora at this time and do not want to include Ogilvie, Quamba, Grasston, etc.

The EDA discussed this project at its April 14th meeting. The EDA expressed interest but requested more details about cost, etc. The EDA also discussed the idea of prorating Kanabec County's contribution towards the project.

Supporting Documents: None ☒ Attached:

Date Received in County Coordinator's Office:

Coordinators Comments:

10:05am Appointment

April 20, 2021

REQUEST FOR BOARD ACTION

a. Subject: Employee Service Recognition	b. Origination: Coordinator's Office
c. Estimated time: 10 minutes	d. Presenter(s):

e. Board action requested:

- Recognition of 35 Years of Employee Service – Todd Eustice, Probation Director
- Recognition of 25 Years of Employee Service – Luke Athey, Probation Agent

f. Background:

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

10:15am Appointment

Item a.

April 20, 2021

REQUEST FOR BOARD ACTION

a. Subject: Human Trafficking Agreement Amendment	b. Origination: BCA & Sheriff's Office
c. Estimated time: 5 minutes	d. Presenter(s): Sheriff Smith

e. Board action requested:

Resolution #_____ - 4/20/21

Human Trafficking Agreement Amendment

WHEREAS in 2020 Kanabec County entered into a joint powers agreement with the BCA to become part of a Human Trafficking Investigators Task Force, and

WHEREAS this JPA has been updated to add specifics related to the Line 3 Pipeline project to allow funding to be received from the MNPUC, and

WHEREAS this has been a successful Task Force and the Sheriff's Office desires to continue being part of it and receiving revenue for service;

THEREFORE BE IT RESOLVED that Kanabec County Board of Commissioners approves the amendment as presented;

BE IT FURTHER RESOLVED that the Board Chair, Sheriff, and Coordinator are hereby authorized to sign said amend on behalf of Kanabec County.

f. Background:

Supporting Documents: None **Attached:** ☒

Date received in County Coordinators Office:

Coordinators Comments: The amendment document has been reviewed and approved by the County Attorney.



STATE OF MINNESOTA HUMAN TRAFFICKING INVESTIGATORS TASK FORCE JOINT POWERS AGREEMENT

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the County of Kanabec on behalf of its Sheriff's Office, 18 N Vine, Suite 143, Mora, MN 55051-1348 ("Governmental Unit").

Recitals

Under Minnesota Statutes § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate and prosecute human trafficking and sexual exploitation of children. The Governmental Unit wants to participate in the Minnesota Human Trafficking Investigators Task Force ("MNHITF") as an affiliate member.

Agreement

1. Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five (5) years from the Effective Date unless terminated earlier pursuant to clause 12.

2. Purpose

The Governmental Unit and BCA enter into this Agreement to make the Governmental Unit part of the Minnesota Human Trafficking Investigators Task Force that will use a three-pronged approach to combat human trafficking and the sexual exploitation of children: **prevention, education, and enforcement**. The BCA will provide a Senior Special Agent who will serve as the Commander of the task force.

3. Standards

The Governmental Unit will adhere to the MNHITF Standards identified below.

- 3.1 Investigate human trafficking crimes committed by organized groups or individuals related to child sexual exploitation, sex trafficking with a focus on minors being trafficked, and labor trafficking.
- 3.2 Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures. Investigators will follow proper legal procedures in securing evidence, including electronic devices.
- 3.3 Investigators will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.
- 3.4 Investigators will use, as appropriate, a broad array of investigative technologies and techniques.
- 3.5 Investigators will interview and prepare reports of victim rescues and be able to direct those victims to appropriate public and private resources to help ensure their safety and integration back into society.
- 3.6 Affiliate Task Force members must be willing to respond and/or work jointly on human trafficking crimes within their jurisdiction and complete their assigned duties for the duration of the term of this Agreement.

- 3.7 Investigators must be licensed peace officers.
- 3.8 Affiliate members will investigate cases involving cross-jurisdictional, high impact and/or organized groups involving human trafficking. The assignment may require investigators to travel to neighboring jurisdictions as investigations expand or as assigned by the task force commander.
- 3.9 Affiliate members will be asked to participate in pro-active operations deterring sexual exploitation of children and rescuing victims of human trafficking primarily focused on minors with the goal of identifying their traffickers.
- 3.10 Affiliate Task Force members will prepare an operational briefing sheet for each active operation, to be approved by the task force commander.
- 3.11 Affiliate Task Force members will prepare investigative reports to be submitted to the task force commander. Affiliate members must submit statistics to the task force commander on a quarterly basis.
- 3.12 Affiliate members are assigned to their home agencies and may request assistance and resources on a case-by-case basis as approved by the task force commander.
- 3.13 Affiliate Task Force members will utilize the MNHITF deconfliction system to share and receive information to promote deconfliction with other agencies.

4. Responsibilities of the Governmental Unit and the BCA

- 4.1 The Governmental Unit will:
 - 4.1.1 Conduct investigations in accordance with provisions of the MNHITF Standards, identified in clause 3 above, and conclude such investigations in a timely manner.
 - 4.1.2 Maintain accurate records of prevention, education, and enforcement activities, to be collected and forwarded quarterly to the BCA for statistical reporting purposes.
 - 4.1.3 Assign, on a part-time basis, one or more employees of the Governmental Unit as members to the MNHITF. All employees of the Governmental Unit assigned as members, and while performing MNHITF assignments, shall continue to be employed and directly supervised by the same Governmental Unit currently employing that member. All services, duties, acts or omissions performed by the MNHITF member will be within the course and duty of the member's employment and therefore covered by the Workers Compensation and other compensation programs of the Governmental Unit including fringe benefits.
 - 4.1.4 Make a reasonable good faith attempt to be represented at all scheduled MNHITF meetings in order to share information and resources among the MNHITF members.
 - 4.1.5 Participate fully in any audits required by the Minnesota Human Trafficking Task Force.
 - 4.1.6 Maintain an electronic deconfliction system for use by MNHITF Affiliate members.
- 4.2 The BCA will:
 - 4.2.1 Provide a Senior Special Agent who will serve as the Commander of the Task Force.
 - 4.2.2 Review and approve or decline reimbursement requests under clause 5.1 within three (3) business days of the reimbursement request.
- 4.3 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a member as an employee of the Governmental Unit.

5. Payment

- 5.1 Governmental Unit must first submit a written request for funds and receive written pre-approval for the funds from BCA.
- 5.2 Governmental Unit must supply original receipts to be reimbursed on pre-approved requests. Approved reimbursement will be paid directly by the BCA to the Governmental Unit within thirty (30) calendar days of the invoice date with payment made to the Governmental Unit Authorized Representative's address listed below.

6. Authorized Representatives

The BCA's Authorized Representative is the following person or his successor:

Name: Jeffrey Hansen, Deputy Superintendent
 Address: Department of Public Safety; Bureau of Criminal Apprehension
 1430 Maryland Street East
 Saint Paul, MN 55106
 Telephone: 651.793.7000
 E-mail Address: jeff.hansen@state.mn.us

The Governmental Unit's Authorized Representative is the person below or his successor:

Name: Brian Smith, Sheriff
 Address: 18 N Vine, Suite 143
 Mora, MN 55051-1348
 Telephone: 320-679-8400
 E-mail Address: Brian.smith@co.kanabec.mn.us

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA in writing/email.

7. Assignment, Amendments, Waiver, and Agreement Complete

- 7.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- 7.2 **Amendments.** Any amendment to this 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 Agreement, or their successors in office.
- 7.3 **Waiver.** If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 7.4 **Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law.

9. Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

10. Government Data Practices

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

11. Venue

The venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. Expiration and Termination

12.1 Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

12.2 Upon expiration or earlier termination of this Agreement, the Governmental Unit shall provide the MNHITF Commander all investigative equipment that was acquired under this Agreement.

13. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT PO Number: _____

3. DEPARTMENT OF PUBLIC SAFETY;

BUREAU OF CRIMINAL APPREHENSION

By: _____

(with delegated authority)

Title: _____

Date: _____

2. GOVERNMENTAL UNIT

Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.

By: [Signature]

Title: Kanabec County Sheriff

Date: 1-30-20

By: [Signature]

Title: Board Chair

Date: 2/4/2020

By: [Signature]

Title: Coordinator

Date: 2/4/2020

4. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____



**State of Minnesota
Joint Powers Agreement
Human Trafficking Investigators Task Force
Amendment 1**

SWIFT Contract Number: 171607

Agreement Start Date:	<u>3/6/2020</u>	Total Agreement Amount:	<u>\$0.00</u>
Original Agreement Expiration Date:	<u>3/5/2025</u>	Original Agreement:	<u>\$0.00</u>
Current Agreement Expiration Date:	<u>3/5/2025</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Agreement Expiration Date:	<u>NA</u>	This Amendment:	<u>\$0.00</u>

This Amendment is by and between the **State of Minnesota**, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the County of Kanabec acting on behalf of its Sheriff's Office ("Governmental Unit").

Recitals

1. The BCA has a Joint Powers Agreement with the Governmental Unit identified as SWIFT Contract Number 171607 ("Original Agreement") providing for the Governmental Unit's coordination with the Minnesota Human Trafficking Investigators Task Force ("MNHITF") in human trafficking investigations and prosecution.
2. The BCA and the Governmental Unit wish to include human trafficking investigations directly associated with and corresponding to the Line 3 pipeline replacement project under construction by Enbridge, Incorporated.
3. The BCA and the Governmental Unit are willing to amend the Original Agreement as stated below.

Agreement Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike-through~~ for deletions and underlining for insertions.

REVISION 1. Clause 14, "Special Provisions for Line 3 Pipeline Replacement Project" is added to the Original Agreement as follows:

14. Special Provisions for Line 3 Pipeline Replacement Project

14.1 The Governmental Unit:

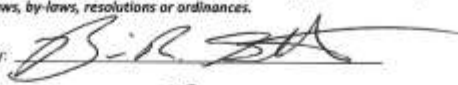
- 14.1.1 Acknowledges the Minnesota Public Utilities Commission ("PUC") has issued a permit to Enbridge, Incorporated ("Enbridge") for the Line 3 pipeline replacement project ("Project") and as a requirement for issuance of the permit, Enbridge created a Public Safety Escrow Account whereby Enbridge will make funding available to public safety service providers involved in human trafficking enforcement activities having a nexus to the Project.
- 14.1.2 Wishes to participate in human trafficking investigations and operations related to the Project and receive reimbursement for funds expended by the Governmental Unit.
- 14.1.3 Enters into this Amendment with the purpose of receiving funding reimbursement for human trafficking investigations and operations related to the Project.

14.2 Project Reimbursement Requests and Payments. The following reimbursement and payment provisions supplement and are independent of Clause 5, Payment, and become effective upon execution of this Amendment.

- 14.2.1 Governmental Unit will submit in advance a written request explaining any fund reimbursement and must receive written pre-approval from the MNHITF Commander or his/her designee for the reimbursement before proceeding.

- 14.2.2** The Governmental Unit will only be reimbursed for the following pre-approved expenses: 1) overtime salary including fringe benefits; 2) equipment and supplies; 3) training and training-related expenses. All reimbursable expenses must directly correspond to human trafficking services pursuant to this Agreement.
- 14.2.3** Governmental Unit will submit all pre-approved reimbursement requests to the MNHITF Commander or his/her designee, such requests made using the Minnesota Human Trafficking Investigators Task Force Outside Agency Reimbursement form which will be provided to the Governmental Unit by the BCA.
- 14.2.4** Governmental Unit shall supply original receipt(s) or other expenditure documents acceptable to the BCA in order to be reimbursed for pre-approved reimbursement requests.
- 14.2.5** Reimbursement requests properly pre-approved and submitted by the Governmental Unit will be reviewed by the MNHITF Commander or his/her designee. Upon approval by BCA, the reimbursement request will be forwarded to the Department of Public Safety's designated Line 3 public safety liaison for additional review and approval. Upon approval by the liaison, the reimbursement request will be forwarded to the Public Utilities Commission's Executive Secretary for processing and payment by Enbridge. Reimbursement to the Governmental Unit will be made directly by Enbridge to the Governmental Unit using its Public Safety Escrow Account until all Escrow Account funds have been expended.
- 14.2.6** Reimbursements to the Governmental Unit will be paid to:
Kanabec County Sheriff's Office
18 N Vine, Suite 143
Mora, MN 55051-1348

The Original Agreement and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. GOVERNMENTAL UNIT
 <i>Governmental Unit certifies that the appropriate person(s) has(have) executed this Amendment on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.</i></p> <p>By: <u></u>
 Title: <u>Sheriff</u>
 Date: <u>3-3-2021</u></p> <p>By: _____
 Title: _____
 Date: _____</p> <p>By: _____
 Title: _____
 Date: _____</p> | <p>2. DEPT. OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION
 <i>Individual certifies the applicable provisions of Minn. Stat. 16C.08, subdivisions 2 and 3, are reaffirmed.</i></p> <p>By: _____
 (with delegated authority)</p> <p>Title: _____
 Date: _____</p> <p>3. COMMISSIONER OF ADMINISTRATION
 <i>As delegated to the Office of State Procurement</i></p> <p>By: _____
 Date: _____</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

10:15am Appointment

Item b.

April 20, 2021

REQUEST FOR BOARD ACTION

a. Subject: PSAP Administrator/EM Director Vacancy	b. Origination: Sheriff's Office
c. Estimated time: 5 minutes	d. Presenter(s): Sheriff Smith

e. Board action requested:

Information only.

f. Background:

Seven candidates were interviewed by a 4-person interview committee on 4/8 and 4/9.

Kelly Schmitt was selected for the position and accepted.

Ms. Schmitt will begin training on the new position on 4/26/21 with Jeff Anderson.

Supporting Documents: None ☒ **Attached:**

Date received in County Coordinators Office:

Coordinators Comments:

10:15am Appointment

Item c.

April 20, 2021

REQUEST FOR BOARD ACTION

a. Subject: Request to Fill Part Time Dispatcher Vacancy	b. Originating Department/Organization/Person: Sheriff's Office
c. Estimated time: 5 Minutes	d. Presenter(s): Brian Smith

e. Board action requested:

Approve the following resolution:

Resolution #__ – 4/20/21

WHEREAS there is a vacancy in the position of a Part-Time Dispatcher, and

WHEREAS the board desires to refill this vacant position;

BE IT RESOLVED that the County Board authorizes the County Sheriff and the County Personnel Director to hire a Part Time Dispatcher to fill the position at Step A, Range 9 of the pay plan which is \$20.26 per hour or the rate set by internal promotion, and

BE IT FURTHER RESOLVED that the hours of work for this position be limited to those budgeted.

f. Background:

Supporting Documents: None ☒ Attached:

Date Received in County Coordinator's Office:	4/13/21
------------------------------------------------------	---------

Coordinators Comments:

10:45am Appointment

April 20, 2021

REQUEST FOR BOARD ACTION

a. Subject: DNR Possible Land Acquisition – Kroschel Township (Huddle Family)	b. Origination: DNR
c. Estimated time: 20 minutes	d. Presenter(s): Tim Marion, Area Wildlife Manager

e. Board action requested:

f. Background:

Sharptailed Grouse Society is working on a possible addition to the Kroschel Wildlife Management Area in Kanabec County. We are working with a willing seller (Huddle Family) that wants to sell part of property id# R11.01315.00 (documents attached). In the parcel split the family would retain 20 acres and the residence that has all the road frontage ¼ mile on 340th Av and sell 60 acres that shares boundary on 2 sides (east & west) with the WMA.

The PILT on the 60 acres would be approximately \$506. It is difficult to determine what the difference in tax base would be by splitting this parcel. The residence and the road frontage staying in private ownership should retain a good portion of the tax base.

This project is using Conservation Partners Legacy funding and with that County Board Approval is required. If approved this parcel will become part of the Kroschel WMA and in State Ownership.

Supporting Documents: None **Attached:** ☒

Date received in County Coordinators Office:

Coordinators Comments:

Kanabec County
Board of County Commissioners
Resolution: 04-20-2021
Proposed State Land Acquisition

In accordance with Minnesota Statutes 97A.145, Subd. 2, the Commissioner of the Department of Natural Resources on April 20, 2021, provided the Kanabec County Board with a description of lands to be acquired by the State of Minnesota for water, forestry, wildlife, and natural plant community conservation purposes.

Lands to be acquired are described as follows: **Marlin Huddle Parcel (60 acres), Kanabec County, Kroschel Township, Section 32 Township 42N Range 22W (legal description below).**

The Southwest Quarter of the Northeast Quarter.

AND.

That part of the Northwest Quarter of the Northeast Quarter lying south of the north 20 acres.

IT IS HEREBY RESOLVED, by the Kanabec County Board Commissioners on April 20, 2021 that the State's proposed acquisition of the attached described property be (approved) (disapproved).

If applicable, reasons for disapproval:

This resolution was presented by Commissioner _____,
seconded by Commissioner _____ and upon vote was duly adopted.
I, _____, County Coordinator of the county of Kanabec, State of
Minnesota, certify that the foregoing resolution is a true and correct excerpt of the minutes of the Board
of Commissioners, County of Kanabec, State of Minnesota held at Mora, Minnesota, on the 20 day of
April 2021.

(Signature) _____

DENISE M. SNYDER
KANABEC COUNTY AUDITOR-TREASURER
18 N. VINE ST., STE 261A
MORA, MN 55051-1388
320-679-6430
www.kanabecounty.org

BILL: 5538

Property ID#: R11.01315.00

Taxpayer:



TAXPAYER ID: 5330
MARLIN D HUDDLE
6714 7TH ST N
OAKDALE MN 55128-6230



0.23
\$ 624

Description:
Sect-32 Twp-942 Range-422 88.00 AC
W1/2 OF NE1/4 TODD.DOC#252678

Property Address:
2755 346 AVE HINCKLEY MN

2020 Property Tax Statement

Step 1	VALUES AND CLASSIFICATION		
	Taxes Payable Year:	2019	2020
	Estimated Market Value:	127,900	124,900
	Improvements Excluded:		
	Homestead Exclusion:		
	Taxable Market Value:	127,800	124,900
	New Improvements/		
	Expired Exclusions:		
	Property Classification:	RVL NHSTD SEASONAL	SEASONAL RVL NHSTD
	Sent in March 2019		
Step 2	PROPOSED TAX		
	Proposed Tax:	\$	1,608.00
Sent in November 2019			
Step 3	PROPERTY TAX STATEMENT		
	First-half Taxes:		\$796.00
	Second-half Taxes:		\$796.00
	Total Taxes Due in 2020:		\$1,592.00

\$\$\$

You may be eligible for one or even two refunds to reduce your property tax.
Read the back of this statement to find out how to apply.

REFUNDS?

Taxes Payable Year:		2019	2020
1.	Use this amount on Form M1PR to see if you are eligible for a property tax refund. File by August 15. If this box is checked, you owe delinquent taxes and are not eligible.		\$ 0.00
2.	Use these amounts on Form M1PR to see if you are eligible for a special refund.	\$ 0.00	0.00
Property Tax and Credits			
3.	Property taxes before credits.	\$ 1,724.20	\$ 1,639.11
4.	Credits that reduce your property tax		
	A. Agricultural and rural land Credits	42.20	47.11
	B. Other Credits	0.00	0.00
		1,682.00	1,592.00
Property Tax by Jurisdiction			
5.	County KANABEC COUNTY	\$ 1,191.84	\$ 1,154.35
7.	City or Town KROSCHER	193.99	156.10
8.	State General Tax	50.10	48.79
9.	School District 2165	38.51	35.42
	A. Voter approved levies	204.85	186.83
10.	Special Taxing Districts		
	A. REGIONAL DEVELOPMENT	2.71	2.51
	B.	0.00	0.00
	C.	0.00	0.00
	D.	0.00	0.00
11.	Non-school voter approved referenda levies	0.00	0.00
12.	Total property tax before special assessments	\$ 1,682.00	\$ 1,592.00
Special Assessments on Your Property			
13.	Special assessments	0.00	0.00
14. YOUR TOTAL PROPERTY TAX AND SPECIAL ASSESSMENTS			
		\$ 1,682.00	\$ 1,592.00
	FIRST HALF DUE MAY 15	\$ 796.00	
	SECOND HALF DUE OCTOBER 15	\$ 796.00	

PAYABLE 2020 2nd HALF PAYMENT STUB

TO AVOID PENALTY PAY ON OR BEFORE: OCTOBER 15

Property ID#: R11.01315.00

ID# 5330

TAX BILL# 5538

MARLIN D HUDDLE
6714 7TH ST N
OAKDALE MN 55128-6230

SECOND 1/2 TAX AMOUNT DUE: \$ 796.00

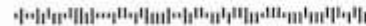
PENALTY:

PLEASE READ THE BACK OF THIS STATEMENT FOR IMPORTANT INFORMATION

☐ If your address has changed please check this box and show the change on the back of this stub.

TOTAL:
MAKE CHECKS PAYABLE & MAIL TO:

KANABEC COUNTY AUDITOR-TREASURER
18 N. VINE ST., STE 261A
MORA MN 55051-1388



No Receipt sent. Your cancelled check is proof of payment. Do not send postdated checks.
\$30 fee for returned payments.

SEASONAL

RE TAX

PAYABLE 2020 1st HALF PAYMENT STUB

TO AVOID PENALTY PAY ON OR BEFORE: MAY 15

Property ID#: R11.01315.00

ID# 5330

TAX BILL# 5538

MARLIN D HUDDLE
6714 7TH ST N
OAKDALE MN 55128-6230

FULL TAX AMOUNT: \$ 1,592.00
FIRST 1/2 TAX AMOUNT DUE: \$ 796.00

PENALTY:

PLEASE READ THE BACK OF THIS STATEMENT FOR IMPORTANT INFORMATION

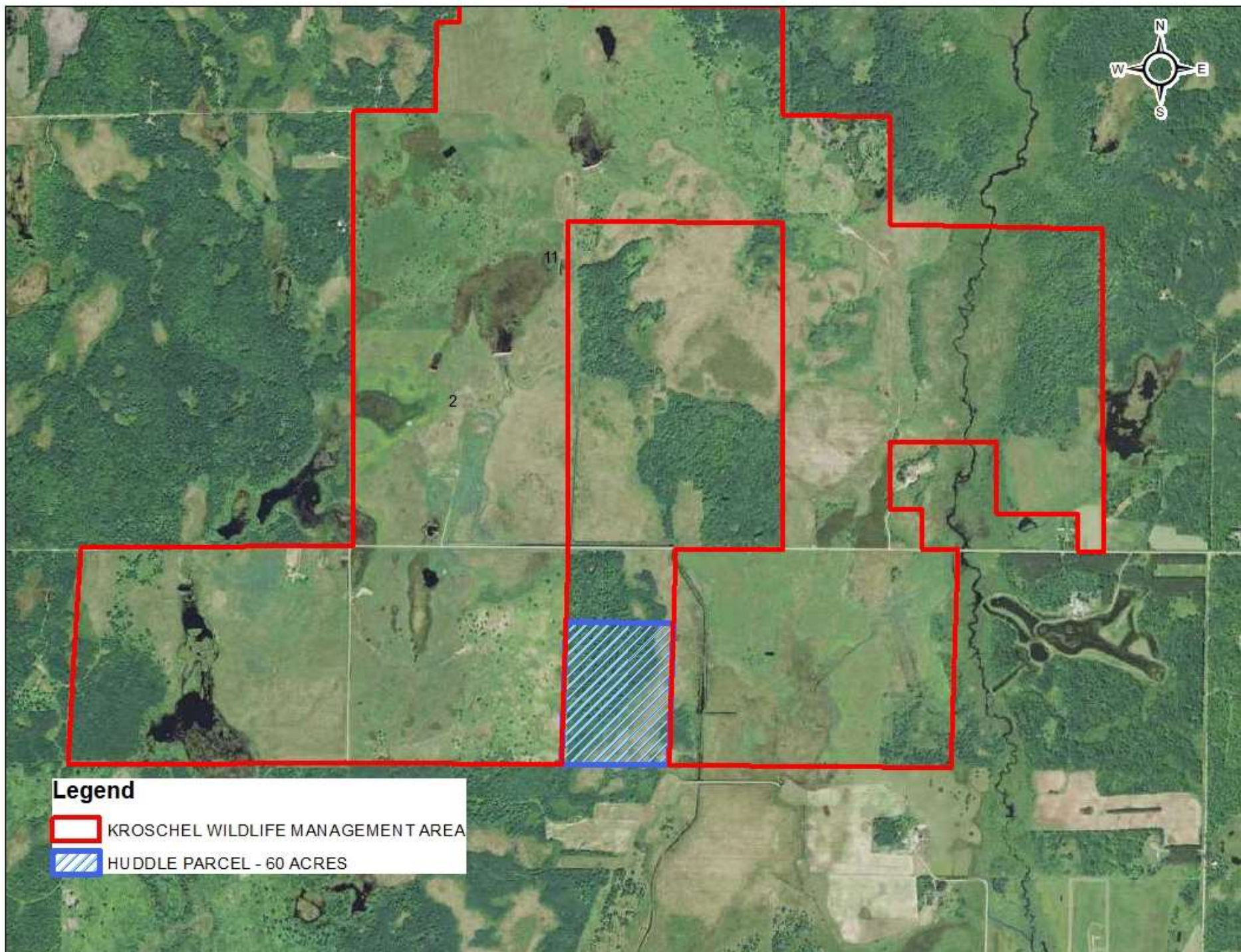
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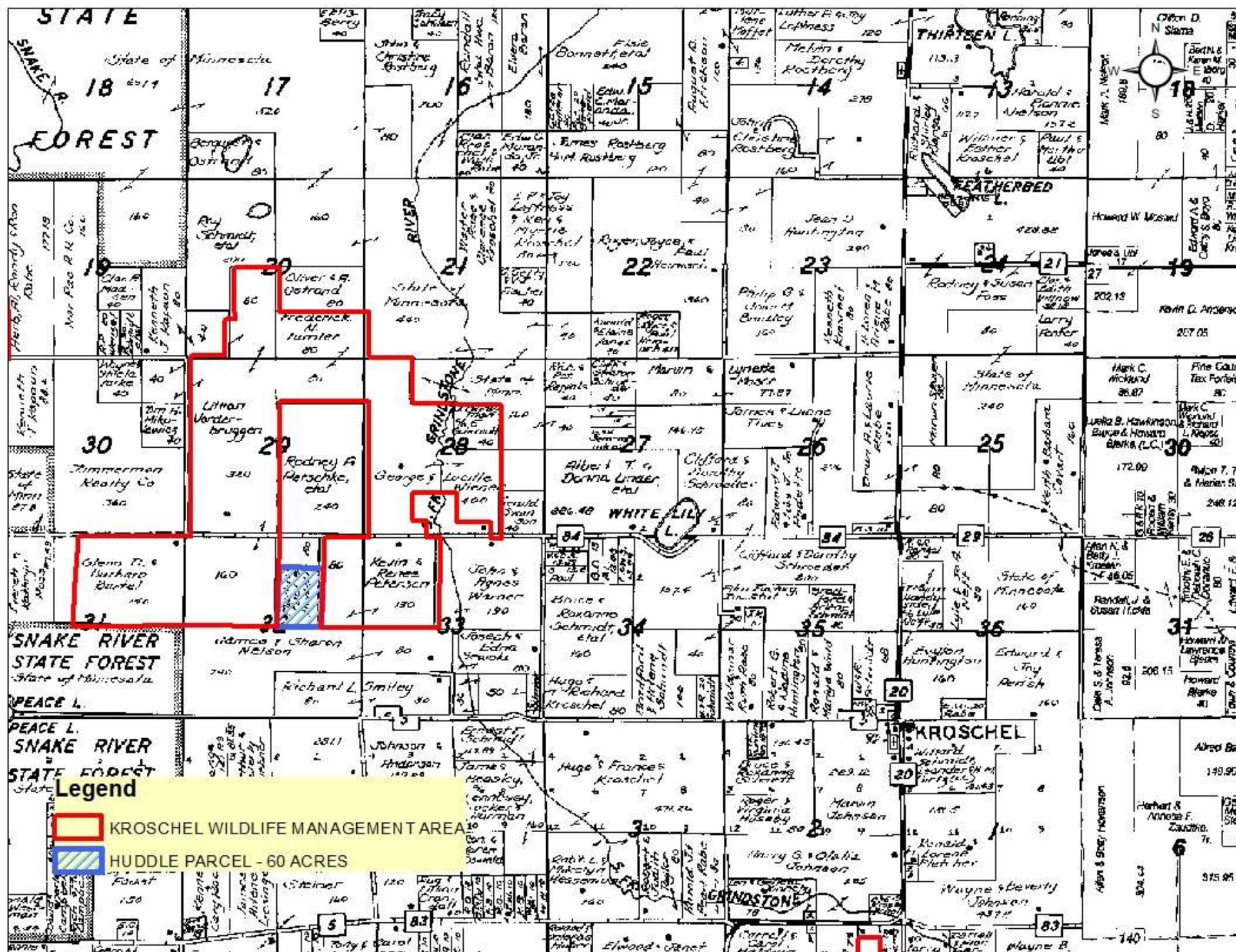
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April 20, 2021
Appointment Agenda of
Chad T. Gramentz, PE
Public Works Director

- | | |
|-----------------------------------------------|--------------------------|
| 1. Replace Cooler Refrigeration System - Jail | Resolution #1 (04-20-21) |
| 2. MnDOT Cooperative Construction Agreement | Resolution #2 (04-20-21) |
| 3. County Road 81 | Resolution #3 (04-20-21) |
| 4. Score Report | |
| 5. Intersection Policy | |

Resolution #1 (4-20-21)
County Jail Refrigeration Unit

WHEREAS the refrigeration unit for the jail kitchen cooler is beyond repair and needs replacement, and

WHEREAS the following quotes were received:

Metropolitan Mechanical Contractors, Inc.	\$8,682.46
RJ Mechanical	\$11,160.56

WHEREAS the low quote of \$8,682.46 was provided by Metropolitan Mechanical Contractors, Inc., and

THEREFORE BE IT RESOLVED to accept the quote of \$8,682.46 by Metropolitan Mechanical Contractors, Inc. for replacement of the jail cooler refrigeration unit.

Resolution #2 (4-20-21)
Cooperative Construction Agreement with MnDOT
For CSAH 10

BE IT RESOLVED that the County of Kanabec enter into MnDOT agreement No. 1035980 with the State of Minnesota, Department of Transportation for the following purposes:

To provide payment by the State of Minnesota to the County of Kanabec for the State's share of the costs of the highway and drainage improvements, and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 23 in the general area of the intersection of Rutheford St. (CSAH 10) and Trunk Highway No. 23 under State Project No. 3306-31, and

BE IT FURTHER RESOLVED that the Public Works Director and Board Chair are hereby authorized to execute the Agreement and any amendments to the Agreement.

Resolution #3 (4-6-21)
County Road 81 Load Posting

WHEREAS the Kanabec County Board of Commissioners wishes to protect the structural integrity of County Road No. 81 and prevent any further subgrade deterioration, and

WHEREAS State Statute No. 169.87 states that road authorities with respect to highways under their jurisdiction, may prohibit the operation of vehicles upon any such highway or impose restrictions as to the weight of vehicles to be operated upon any such highway, whenever any such highway, by reason of deterioration, rain, snow, or other climatic conditions, will be seriously damaged or destroyed unless the use of vehicles thereon is prohibited or the permissible weights thereof reduced, and

THEREFORE BE IT RESOLVED to designate a weight restriction of 7 tons per axle until the end of the 2022 spring load restrictions at which time the condition of the roadway shall be reassessed.



901 N Industrial Park Road
PO Box 373
Mora, MN 55051
Phone: (320) 679-0602
Fax: (320) 679-0356

Proposal Kanabec County

Proposal Submitted To: Kanabec County Attn: Dave 18 North Vine Street Mora, MN 55051	Property Description: Kanabec County Attn: Dave 18 North Vine Street Mora, MN 55051	Date: 1/8/2021
---------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------	-----------------------

Work proposed:

We propose to Repair the walk in cooler by replacing the condensor, and evaporator coil.

Equipment List: Walk in cooler Kanabec County Jail	Total Cost: \$11,160.56
	Notes: Includes labor and material

Material List:
Condensor- 208-230 VAC 3PH
Evap Coil- 115 VAC 1PH

We hereby propose to furnish labor and materials, complete in accordance with the above specifications, for the amount specified above. With payment to be made as follows: **NET 30 DAYS, billed upon completion of work performed.**

All materials is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control unless otherwise specifically set out above, owner agrees to procure and maintain his own fire and extended coverage, vandalism and malicious mischief insurance in an amount equal to present value of the premises plus the completed value of the contemplated improvements. Owner and contractor each hereby releases the other from all liability for loss or damage to his property or property in which he may have an interest, where such loss is caused by fire or any of the extended coverage hazards and arises out of or is connected with the premises above described.

Authorized Signature _____

Print _____

Authorized Signature _____

Jeff Dexter, Service Manager

Note: This proposal may be withdrawn if not accepted within 30 days.

INDUSTRIAL * COMMERCIAL * PLUMBING * HEATING * AIR CONDITIONING * INSTALLATION * SERVICE

1/8/2021



Service Proposal Quote

KANABEC County
18 N Vine Street STE 181
Mora, MN 55051
Attn: Dave Mulvaney

Quote number: 21-0411-SP-01
Quote date: 04/09/2021
Prepared by: Trent Kremers

We thank you for the opportunity to propose the following:

Replace cooler system in jail kitchen

- Demo existing unit
- Install new evaporator
- Install new condensing unit
- Replace all piping
- Install refrigerant
- Hook up wiring for direct replacement
- Startup and check operation

Please contact me to proceed with the above project

Total: \$8682.46

This quote is valid for 30 days from the above date. Signature below represents acceptance of this quote and the terms and conditions contained herein. Please return signed quote to: trent.kremers@metromech.us or fax .

Signed: _____ Date: _____

Name printed: _____



Terms and Conditions

1. In case of failure to perform its obligations under this Agreement, Provider's liability is limited to repair or replacement, at its option, and such repair or replacement shall be Customer's sole remedy.
2. Customer shall permit Provider free, safe and timely access to areas and equipment, and allow Provider to start and stop the equipment as necessary to perform required services. Customer agrees to keep areas adjacent to equipment covered under this Agreement free of potential obstructions to the Provider and, if necessary, to remove materials, fixtures, walls or partitions at the specific request of Provider. All planned work under this Agreement will be performed during Provider's normal working hours.
3. The Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal startup indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Provider may either remove the unacceptable system(s), component(s), or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly, or terminate this Agreement.
4. The Agreement price is subject to adjustment by Provider on each commencement anniversary to reflect increases in labor, material, and other costs.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Customer will promptly pay invoices within thirty (30) days of receipt. Provider may apply a finance charge and late fee if the Customer is more than five (5) days delinquent with any payment owed Provider. Should a payment become sixty (60) days or more delinquent, Provider may stop all work under this Agreement without notice and/or terminate this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
7. Provider excludes from this Agreement, and Customer agrees to hold Provider harmless from responsibility for: (a) services required as a result of negligence, abuse, accident, alteration, misuse, vandalism, malicious mischief, freezing weather or improper equipment operation by the Customer or a third party, (b) repair or replacement of structural or non-moving parts and components, including, but not limited to, equipment cabinets, casings, boiler refractory, boiler tubes, chimneys, breechings, burners, coils, piping, heat exchanges, pressure vessels, refrigeration evaporators and condensers, fan housings, ductwork, insulation, electrical circuit panels and electrical power wiring, (c) repair or replacement of water, steam, gas, plumbing, electrical and air lines, (d) disposal or reclamation of refrigerants and waste oil, (e) identification, abatement, encapsulation, removal or disposal of any hazardous materials, including those containing asbestos, (f) services required to improve or correct the design of equipment covered by this Agreement, (g) services required or recommended by an insurer, government agency, union, consultant, equipment vendor, manufacturer or other third party, (h) alterations or replacement of equipment covered by this Agreement for any reason, including, but not limited to, general obsolescence and failure of a major component or desire of the Customer to upgrade technology, (i) the requirement to move, replace or alter any part of the building structure and (j) safety testing, water/air balancing, indoor air quality, removal and reinstallation of valve bodies and dampers, electric power failure, low voltage, burned out main and branch fuses, low water pressure, water treatment provided by others, water condition and causes beyond the control of Provider.
8. Services provided under this Agreement involving extra work (materials or labor) will become an extra charge (fixed price amount to be negotiated or on a time and material basis at Provider's Preferred Customer Rates then in effect) over the sum stated in this Agreement. If a trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Provider may charge Customer at the rate then in effect for such services.
9. Customer shall permit only Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Provider's personnel perform such work, Provider may, at its option, cancel this Agreement, eliminate the involved item of equipment from inclusion on this Agreement, or charge Customer for the related service work.
10. In the event Provider must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Provider all court costs and attorneys' fees incurred by Provider.
11. Any legal action relating to this Agreement, or the breach thereof, initiated by Customer shall commence within one (1) year from the date of this work.
12. Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delays of carriers, strikes, including those by Provider's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
13. Customer shall make available to Provider's personnel all pertinent Material Safety Data Sheets pursuant to OSHA's Hazard Communication Standard Regulations.
14. Customer warrants, to the best of its knowledge, that no hazardous materials, including those containing asbestos, are present at its facilities which will affect the ability of the Provider to perform services in a safe manner. Provider may suspend its work in the event real or suspected hazardous materials are encountered and agrees to resume services, unless the Agreement has expired or been terminated, at such time as the Customer has assessed the situation, implemented and completed the necessary corrective action in full compliance with applicable laws and regulations, and furnishes the Provider with a certification in writing specifying the corrective action. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.



15. To the fullest extent permitted by law, Customer shall indemnify, hold harmless and upon request, defend Provider, its officers, directors, agents and employees from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an act, error or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts, errors or omissions Customer may be liable, regardless of whether it is caused in part by the negligence of Provider.
16. **IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL PROVIDER BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, OR COST OF CAPITAL.**

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Date: July 28, 2017

Krista Okerman
City Clerk
33861 Cottage Avenue
Jenkins, MN 56474

RE: Coop. Const. Agree. No. 1026449
City of Jenkins
S.P. 1810-109 (T.H. 371=019)
S.A.P. 018-594-001
S.A.P. 018-593-001
State cost for frontage road construction by the City on T.H. 371

Dear Ms. Okerman:

Transmitted herewith for the City's use and retention, is a fully executed copy of the subject agreement between the City and this department.

We are in receipt of a certified copy of the low bid and an abstract of all bids received by the City for the proposed City contract construction designated by the State as State Project No. 1810-109 (T.H. 371=019).

Enclosed is a Revised SCHEDULE "I" construction cost estimate form, prepared using the low bid unit prices contained in the proposal of Mathiowetz Construction Co., according to Article 7.1 of the agreement.

The State's estimated cost share as recomputed using contract unit prices, decreased from the preliminary estimate of \$200,883.09 to the revised estimate of \$167,064.12. The State's total encumbrance of funds for participation in said City contract is the sum of \$187,152.43, which includes a \$20,088.31 contingency amount.

Please take special note of the terms and conditions set forth in *Article 3.7 "Plan Changes"* and *Article 7.4 "Construction Costs Exceeding Encumbered Amount"* of the agreement as they apply to the City performing State cost participation construction for which the State has not previously requisitioned or encumbered sufficient funds.

The agreement provides for the State to advance to the City the State's total estimated construction cost share, which does not include the 8 percent construction engineering cost share or the contingency amount, as shown in the Revised SCHEDULE "I". Upon receipt from the City of a written request in the amount of **\$154,689.00**, which includes certification that the City has awarded the contract, the State will process the payment.

Enclosed herewith is a payment processing package to be used by the City in initiating and processing final payment by the State to the City.

If you have questions or need further information, feel free to call me.

Sincerely,



Maryanne Kelly-Sonhek
Municipal Agreements Engineer

Enclosures

SAMPLE

cc: Dan Anderson *
Jamie Hukriede *
Brett Stark *
April Lucas*
File

MKS:(mjb)

* Electronic Copy

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF JENKINS
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>1810-109</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>371=019</u>	<u>\$220,971.40</u>
State Aid Number (S.A.P.):	<u>018-594-001</u>	
State Aid Number (S.A.P.):	<u>018-593-001</u>	
Lighting System Feed Point No.	<u>"City"</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Jenkins acting through its City Council ("City").

Recitals

1. The City will perform grading, bituminous pavement, concrete curb and gutter & storm sewer construction and other associated construction upon, along and adjacent to Trunk Highway No. 371 located on Frontage Road from 570 feet north of County State Aid Highway (C.S.A.H.) No. 16 to Rosewood Street according to City-prepared plans, specifications and special provisions designated by the City and by the State as State Aid Project's No. 018-594-001, 018-593-001 and State Project No. 1810-109 (T.H. 371=019)("Project"); and
2. The Frontage Road project will provide an alternative route access to the commercial district and alleviate congestion; and
3. The City requests the State participate in the costs of the Frontage Road and lighting system construction; and
4. The State is willing to participate in the costs of said construction and associated construction engineering; and
5. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. *Effective date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 10. Liability; Worker Compensation Claims; Insurance; 12. State Audits; 13. Government Data Practices; 14. Governing Law; Jurisdiction; Venue; and 16. Force Majeure.
- 1.4. *Plans, Specifications, Special Provisions.*** State-approved City plans, specifications and special provisions designated by the City and by the State as State Aid Project's No. 018-594-001, 018-593-001 and State Project No. 1810-109 (T.H. 371=019) are on file in the office of the City's Engineer and incorporated into this Agreement by reference. ("Project Plans")
- 1.5. *Exhibits.*** Preliminary Schedule "I" is attached and incorporated into this Agreement.

2. Right-of-Way Use

- 2.1. *Limited Right to Occupy.*** The State grants to the City (and its contractors and consultants) the right to occupy trunk highway right-of-way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.
- 2.2. *State Access; Suspension of Work; Remedial Measures.*** The State's District Engineer or assigned representative retains the right to enter and inspect the trunk highway right-of-way (including the construction being performed on such right-of-way) at any time and without notice to the City or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may direct the City (and its contractor) to take such remedial measures as the State deems necessary. The State may require the City (and its contractors and consultants) to suspend their operations until suitable remedial action plans are approved and implemented. The State will have no liability to the City (or its contractors or consultants) for exercising its rights under this provision.
- 2.3. *Traffic Control; Worker Safety.*** While the City (and its contractors and consultants) are occupying the State right-of-way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City, contractor, and consultant personnel occupying the State's right-of-way must be provided with required reflective clothing and hats.
- 2.4. *State Ownership of Improvements.*** The State will retain ownership of its trunk highway right-of-way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State. The City will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's consultants and contractors.

3. Contract Award and Construction

- 3.1. *Bids and Award.*** The City will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by the State in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.
- 3.2. *Bid Documents furnished by the City.*** The City will, within 7 days of opening bids for the construction contract, submit to the State's District Engineer a copy of the low bid and an abstract of all bids together with the City's request for concurrence by the State in the award of the construction contract. The City will not award the construction contract until the State advises the City in writing of its concurrence.
- 3.3. *Rejection of Bids.*** The City may reject and the State may require the City to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the

other party's written approval of such request, the City will repeat the bidding process in a reasonable period of time, without cost or expense to the State.

3.4. *Direction, Supervision and Inspection of Construction*

- A. The contract construction will be under the direction of the City and under the supervision of a registered professional engineer; however, the State participation construction covered under this Agreement will be open to inspection by the State District Engineer's authorized representatives. The City will give the District Engineer at Brainerd five days notice of its intention to start the contract construction.
- B. Responsibility for the control of materials for the contract construction will be on the City and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction".

3.5. *Contaminated Soils and Groundwater within the State's Cost Participation Limits.*

- A. **24 Hour Notification.** The City will notify the State District Engineer's authorized representative a minimum of 24 hours prior to the contractor beginning the excavation and removal of any contaminated soils that have been identified within the Project limits.
- B. **Immediate Notification.** The City will notify the State District Engineer's authorized representative immediately upon the contractor encountering contaminated soils and/or groundwater in areas that are within the Project limits. The City will confer with the State as to the handling, disposal, and any other issues related to contaminated materials found on State Right-of-Way or import of materials onto State Right-of-Way.
- C. **Environmental Consultant.** The City will provide for an Environmental Consultant to be on site to observe and document the excavation, handling and disposal of contaminated soils that have been identified within the Project limits. If the contractor encounters contaminated materials in areas not previously identified and upon notification by the City to MnDOT, the City hired Environmental Consultant will be provided to collect and analyze soil and/or groundwater samples to determine contaminant levels, work with the landfill for disposal of the soil waste, and provide oversight of any soil and groundwater handling and disposal. The City will not allow the contractor to excavate any contaminated soil unless the Environmental Consultant is present.

3.6. *Completion of Construction.* The City will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

3.7. *Plan Changes.* The State will not participate in the cost of any contract construction that is in addition to the State participation construction covered under this Agreement unless the following conditions have been met:

- A. The necessary State funds have been encumbered.
- B. All changes in the Project Plans and all addenda, change orders and supplemental agreements entered into by the City and its contractor for State participation construction are approved in writing by the State District Engineer's authorized representative.

3.8. *Compliance with Laws, Ordinances, Regulations.* The City will comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's trunk highway right-of-way, the City will not require the contractor to follow local ordinances or to obtain local permits.

4. Right-of-Way; Easements; Permits

- 4.1. The City will obtain all rights-of-way, easements, construction permits and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the City will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits and other permits and sanctions required for State participation construction covered under this Agreement.
- 4.2. The City will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.
- 4.3. The City will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings and depiction of utilities affected by the contract construction.
- 4.4. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City of Jenkins to be constructed upon and within the trunk highway right-of-way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right Of Way" (Form TP2525).

5. Maintenance by the City

Upon completion of the Project, the City will provide the following without cost or expense to the State:

- 5.1. **Roadways.** Maintenance and ownership of the Frontage Road and all the facilities from 570 feet north of C.S.A.H. No. 16 to Rosewood Street; to T.H. 371. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing and seal coating and any other maintenance activities according to accepted City maintenance practices.
- 5.2. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 5.3. **Lighting.** Maintenance and ownership of any lighting facilities construction. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.

6. Basis of State Cost

- 6.1. **SCHEDULE "I".** The Preliminary SCHEDULE "I" includes all anticipated State participation construction items and the construction engineering cost share covered under this Agreement.
- 6.2. **State Participation Construction.** The State will participate in the following at the percentages indicated. The construction includes the State's proportionate share of item costs for mobilization and traffic control.
 - A. 95 Percent will be the State's rate of cost participation in all of the grading, bituminous pavement, concrete curb and gutter and storm sewer construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 2 and No. 3 of the Preliminary SCHEDULE "I".

B. 50 Percent will be the State's rate of cost participation for the lighting system construction. The construction includes, but is not limited to, the item tabulated on Sheet No. 4 of the Preliminary SCHEDULE "I".

- 6.3. **Construction Engineering Costs.** The State will pay a construction engineering charge equal to 8 percent of the total State participation construction covered under this Agreement.
- 6.4. **Addenda, Change Orders and Supplemental Agreements.** The State will share in the costs of construction contract addenda, change orders and supplemental agreements that are necessary to complete the State participation construction covered under this Agreement and are approved in writing by the State District Engineer's authorized representative.
- 6.5. **Liquidated Damages.** All liquidated damages assessed the City's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

7. State Cost and Payment by the State

- 7.1. **State Cost.** \$220,971.40 is the State's estimated share of the costs of the contract construction plus the 8 percent construction engineering cost share and a \$20,088.31 contingency amount as shown in the Preliminary SCHEDULE "I". The Preliminary SCHEDULE "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon review of the construction contract bid documents described in Article 3.2, the State will decide whether to concur in the City's award of the construction contract and, if so, prepare a Revised SCHEDULE "I" based on construction contract unit prices, which will replace and supersede the Preliminary SCHEDULE "I" as part of this agreement. The contingency amount is provided to cover overruns of the plans estimated quantities of State participation construction and State approved additional construction including construction engineering costs.
- 7.2. **Conditions of Payment.** The State will pay the City the State's total estimated construction cost share, which does not include the 8 percent construction engineering cost share or the contingency amount, as shown in the Revised SCHEDULE "I", after the following conditions have been met:
- A. Encumbrance by the State of the State's total estimated construction cost share, the 8 percent construction engineering cost share, and the contingency amount, as shown in the Revised SCHEDULE "I".
 - B. Approval by the State's Land Management Director at St. Paul of certified documentation, submitted by the City, for all right-of-way and easement acquisitions required for the contract construction.
 - C. Execution of this Agreement and transmittal to the City, including a letter advising of the State's concurrence in the award of the construction contract.
 - D. The State's receipt of a written request from the City for the advancement of funds. The request will include certification by the City that all necessary parties have executed the construction contract.

7.3. Limitations of State Payment; No State Payment to Contractor

The State's participation in the contract construction is limited to the State participation construction shown in Article 6.2, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the City. The City's contractor is not intended to be and will not be deemed to be a third party beneficiary of this Agreement. The City's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the City by the City's contractor.

7.4. Construction Costs Exceeding Encumbered Amount

Whenever it appears the cost of the State participation construction covered under this Agreement is about to exceed the current amount of encumbered State funds, the City will notify the State District Engineer's

authorized representative in writing prior to performance of the additional State participation construction. Notification will include an estimate in the amount of additional funds necessary to complete the State participation construction including construction engineering costs and the reason(s) why the current amount encumbered will be exceeded. The State will, upon its approval of the additional State participation construction, encumber the necessary additional funds. That action will have the effect of amending this Agreement so as to include the State's share of the costs of the additional construction.

Should the City cause the performance of additional contract construction which would otherwise qualify for State participation construction covered under this Agreement, but for which the State has not previously encumbered funds, that additional contract construction is done at the City's own risk. The City will notify the State District Engineer's authorized representative in writing of the additional State participation construction. Notification will include an estimate in the amount of additional funds necessary to cover the additional State participation construction including construction engineering costs and the reason(s) why the current amount encumbered was exceeded. If the State District Engineer's authorized representative approves the additional State participation construction, the City's claim for compensation along with a request for encumbrance of the necessary additional funds will be submitted to the State's Budget Section for review of compliance with Minnesota Statutes § 16A.15, subdivision 3, but no guarantee is made that the claim will be approved by the State's Budget Section. If the claim for compensation and the request for encumbrance of the necessary additional funds are approved by the State's Budget Section, that action will have the effect of amending this Agreement so as to include the State's share of the costs of the additional construction.

7.5. *Records Keeping and Invoicing by the City*

The State will provide the City with a Payment Processing Package containing a Modified SCHEDULE "I" form, instructions, and samples of documents for processing final payment of the State participation construction covered under this Agreement.

The City will keep records and accounts that enable it to provide the State with the following prior to final payment:

- A. A copy of the Modified SCHEDULE "I" which includes final quantities of State participation construction.
- B. Copies of the City contractor's invoice(s) covering all contract construction.
- C. Copies of the endorsed and canceled City warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate City official that final construction contract payment has been made.
- D. Copies of all construction contract change orders and supplemental agreements.
- E. A certification form, attached to a copy of the Final Schedule "I", both provided by the State. The certification form will be signed by the City's Engineer in charge of the contract construction attesting to the following:
 - i. Satisfactory performance and completion of all contract construction according to the Project Plans.
 - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current "Standard Specifications for Construction".
 - iii. Full payment by the City to its contractor for all contract construction.
- F. When requested, copies certified by the City's Engineer, of material sampling reports and material testing results for the materials furnished for the contract construction.
- G. A copy of the "as built" plan sent to the District Engineer.

H. A formal invoice (original and signed) in the amount due the City as shown in the Final SCHEDULE "I".

7.6. *Final Payment by the State*

Upon completion of all contract construction, the State will prepare a Final SCHEDULE "I" according to the procedures detailed in the Payment Processing Package and submit a copy to the City. The Final SCHEDULE "I" will be based on final quantities, and include all State participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the State participation construction exceeds the amount of funds advanced by the State, the State will pay the difference to the City without interest. If the final cost of the State participation construction is less than the amount of funds advanced by the State, the City will refund the difference to the State without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

8. **Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

8.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: maryanne.kellysonnek@state.mn.us

8.2. The City's Authorized Representative will be:

Name/Title: Krista Okerman, City Clerk (or successor)
 Address: 33861 Cottage Avenue, Jenkins, MN 56474
 Telephone: (218) 568-4637
 E-Mail: cityhall@ci.jenkins.mn.us

9. **Assignment; Amendments; Waiver; Contract Complete**

- 9.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 9.2. **Amendments.** Any amendment to this 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 Agreement, or their successors in office.
- 9.3. **Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 9.4. **Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

10. **Liability; Worker Compensation Claims; Insurance**

- 10.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any

claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).

10.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

10.3. The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

11. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

12. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

13. Government Data Practices

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

14. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination; Suspension

15.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

15.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

15.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

16. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: Sam BuhlDate: 6.29.17SWIFT Purchase Order: 3000357762**CITY OF JENKINS**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: Jack FuhhTitle: MAYORDate: 6/20/17By: Krista L. OtkermanTitle: City Clerk-TreasurerDate: 6/19/17**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: Calvin P. Pothos ADE
80 (District Engineer)Date: 6/27/17Approved: Tom SkBy: Tom Sk
(State Design Engineer)Date: 6/30/17**COMMISSIONER OF ADMINISTRATION**By: [Signature]
(With delegated authority)Date: July 5, 2017

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"

Agreement No. 1026449

City of Jenkins

S.P. 1810-109 (T.H. 371=019)

S.A.P. 018-594-001

S.A.P. 018-593-001

State Funds

Preliminary: May 12, 2017

Grading, bituminous pavement, concrete curb and gutter & storm sewer construction performed under City contract with _____

located on Frontage Road from 570 feet north of County State Aid Highway No. 16 to Rosewood Street

STATE COST PARTICIPATION

From Sheet No. 3 - Frontage Road Construction	178,502.86
From Sheet No. 4 - Lighting System	7,500.00
(1) Subtotal	\$186,002.86
Construction Engineering (8%)	14,880.23
Subtotal	\$200,883.09
(2) Contingency Amount (10%)	20,088.31
Encumbered Amount	\$220,971.40

(1) Amount of advance payment as described in Article 7 of the Agreement (Estimated amount)

(2) For the State's use only as described in Article 7.1 of the Agreement.

(1) 95% STATE, 5% CITY
(P) = PLAN QUANTITY

1026449

ITEM NUMBER	WORK ITEM - FRONTAGE ROAD CONSTRUCTION S.P. 1810-109	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.47	24,750.00	11,632.50
2101.501	CLEARING	ACRE	1.70	2,500.00	4,250.00
2101.502	CLEARING	TREE	6.00	300.00	1,800.00
2101.506	GRUBBING	ACRE	1.70	2,500.00	4,250.00
2101.507	GRUBBING	TREE	6.00	300.00	1,800.00
2104.501	REMOVE FENCE	LIN. FT.	680.00	5.00	3,400.00
2104.505	REMOVE BITUMINOUS PAVEMENT	SQ. YD.	732.00	3.00	2,196.00
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN. FT.	89.00	4.00	356.00
2104.602	RELOCATE COMMERCIAL SIGN	EACH	1.00	450.00	450.00
2104.602	RELOCATE STREET LIGHT	EACH	2.00	800.00	1,600.00
2105.501	COMMON EXCAVATION	CU. YD.	3,711.00	10.00	37,110.00
2118.501	AGGREGATE SURFACING CLASS 1	TON	127.00	12.50	1,587.50
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	10.00	100.00	1,000.00
2211.501	AGGREGATE BASE CLASS 5	TON	56.00	12.00	672.00
2211.503	AGGREGATE BASE (CV) CLASS 5	CU. YD.	788.00	24.00	18,912.00
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	1,058.00	55.00	58,190.00
2501.515	12" RC PIPE APRON	EACH	1.00	400.00	400.00
2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN. FT.	47.00	40.00	1,880.00
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN. FT.	3.40	170.00	578.00
2506.516	CASTING ASSEMBLY	EACH	1.00	650.00	650.00
2515.502	ARTICULATED BLOCK MAT CLASED CELL, TYPE A	SQ. YD.	7.10	110.00	781.00
2531.501	CONCRETE CURB AND GUTTER DESIGN SPECIAL	LIN. FT.	404.00	22.00	8,888.00
2540.602	MAIL BOX SUPPORT	EACH	1.00	120.00	120.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.47	2,200.00	1,034.00
2564.531	SIGN PANELS TYPE C	SQ. FT.	22.50	60.00	1,350.00
2573.502	SILT FENCE, TYPE MS	LIN. FT.	1,440.00	2.50	3,600.00
2573.530	STORM DRAIN INLET PROTECTION	EACH	2.00	80.00	160.00
2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	0.20	700.00	140.00
2574.508	FERTILIZER TYPE 1	POUND	322.00	1.50	483.00
2574.578	SOIL BED PREPARATION	ACRE	1.60	800.00	1,280.00
2575.501	SEEDING	ACRE	3.20	1,100.00	3,520.00
2575.502	SEED MIXTURE 22-111	POUND	160.00	4.00	640.00

(P) = PLAN QUANTITY

S.P. 1810-109				
WORK ITEM - FRONTAGE ROAD CONSTRUCTION				
ITEM NUMBER	UNIT	QUANTITY	UNIT PRICE	COST (1)
2575.502	POUND	643.00	2.75	1,768.25
2575.511	TON	3.00	170.00	510.00
2575.519	ACRE	1.60	200.00	320.00
2575.523	SQ. YD.	658.00	3.50	2,303.00
2575.560	POUND	5,742.00	1.00	5,742.00
2582.502	LIN. FT.	2,956.00	0.50	1,478.00
2582.502	LIN. FT.	44.00	8.00	352.00
2582.502	LIN. FT.	170.00	0.35	59.50
2582.502	LIN. FT.	655.00	1.00	655.00
TOTAL:				\$187,897.75
(1)		95% STATE:	\$178,502.86	
		5% CITY:	\$9,394.89	

[illegible]

CITY OF JENKINS
RESOLUTION NO. 17-06-148

IT IS RESOLVED that the City of Jenkins enter into MnDOT Agreement No. 1026449 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City of the State's share of the costs of the frontage road and lighting system construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 371 located on Frontage Road from 570 feet north of County State Aid Highway No. 16 to Rosewood Street within the corporate City limits under State Aid Project's No. 018-594-001, 018-593-001 and State Project No. 1810-109 (T.H. 371=019).

IT IS FURTHER RESOLVED that the Mayor and the City Clerk are authorized to execute the Agreement and any amendments to the Agreement.

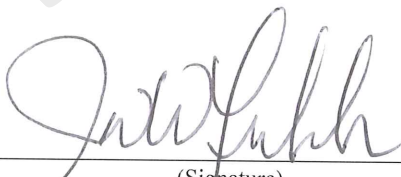
CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Jenkins at an authorized meeting held on the 12th day of June, 2017, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this
19th day of June, 2017

Notary Public

My Commission Expires



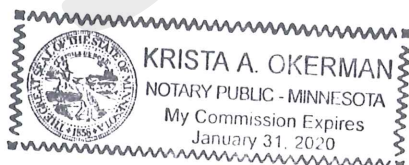
(Signature)

Jon W. Lubke

(Type or Print Name)

Krista A. Okerman

(Title)



REVISED SCHEDULE "I"

Agreement No. 1026449

City of Jenkins

Preliminary: May 12, 2017
Revised: July 25, 2017

S.P. 1810-109 (T.H. 371=019)

S.A.P. 018-594-001

S.A.P. 018-593-001

State Funds

Grading, bituminous pavement, concrete curb and gutter & storm sewer construction performed under City contract with Mathiowetz Construction Co.

located on Frontage Road from 570 feet north of County State Aid Highway No. 16 to Rosewood Street

STATE COST PARTICIPATION

From Sheet No. 3 - Frontage Road Construction	151,654.00
From Sheet No. 4 - Lighting System	3,035.00
(1) Subtotal	\$154,689.00
Construction Engineering (8%)	12,375.12
Subtotal	\$167,064.12
(2) Contingency Amount (10%)	20,088.31
Encumbered Amount	\$187,152.43

(1) Amount of advance payment as described in Article 7 of the Agreement.

(2) For the State's use only as described in Article 7.1 of the Agreement.

(1) 95% STATE, 5% CITY
(P) = PLAN QUANTITY

1026449

ITEM NUMBER	WORK ITEM - FRONTAGE ROAD CONSTRUCTION	S.P. 1810-109	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION		LUMP SUM	0.47	27,860.00	13,094.20
2101.501	CLEARING		ACRE	1.70	2,000.00	3,400.00
2101.502	CLEARING		TREE	6.00	75.00	450.00
2101.506	GRUBBING		ACRE	1.70	3,500.00	5,950.00
2101.507	GRUBBING		TREE	6.00	100.00	600.00
2104.501	REMOVE FENCE		LIN. FT.	680.00	1.00	680.00
2104.505	REMOVE BITUMINOUS PAVEMENT		SQ. YD.	732.00	1.00	732.00
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)		LIN. FT.	89.00	3.00	267.00
2104.602	RELOCATE COMMERCIAL SIGN		EACH	1.00	500.00	500.00
2104.602	RELOCATE STREET LIGHT		EACH	2.00	422.00	844.00
2105.501	COMMON EXCAVATION	(P)	CU. YD.	3,711.00	6.65	24,678.15
2118.501	AGGREGATE SURFACING CLASS 1		TON	127.00	15.00	1,905.00
2123.610	STREET SWEEPER (WITH PICKUP BROOM)		HOUR	10.00	145.00	1,450.00
2211.501	AGGREGATE BASE CLASS 5		TON	56.00	12.00	672.00
2211.503	AGGREGATE BASE (CV) CLASS 5	(P)	CU. YD.	788.00	18.50	14,578.00
2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)		TON	1,058.00	50.00	52,900.00
2501.515	12" RC PIPE APRON		EACH	1.00	625.00	625.00
2503.541	12" RC PIPE SEWER DESIGN 3006 CLASS V		LIN. FT.	47.00	36.50	1,715.50
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48		LIN. FT.	3.40	491.00	1,669.40
2506.516	CASTING ASSEMBLY		EACH	1.00	825.00	825.00
2515.502	ARTICULATED BLOCK MAT CLASED CELL, TYPE A		SQ. YD.	7.10	262.00	1,860.20
2531.501	CONCRETE CURB AND GUTTER DESIGN SPECIAL		LIN. FT.	404.00	22.00	8,888.00
2540.602	MAIL BOX SUPPORT		EACH	1.00	150.00	150.00
2563.601	TRAFFIC CONTROL		LUMP SUM	0.47	1,300.00	611.00
2564.531	SIGN PANELS TYPE C		SQ. FT.	22.50	42.50	956.25
2564.602	SIGN TYPE SPECIAL		EACH	2.00	175.00	350.00
2573.502	SILT FENCE, TYPE MS		LIN. FT.	1,440.00	2.00	2,880.00
2573.530	STORM DRAIN INLET PROTECTION		EACH	2.00	200.00	400.00
2573.535	STABILIZED CONSTRUCTION EXIT		LUMP SUM	0.20	2,500.00	500.00
2574.508	FERTILIZER TYPE 1		POUND	322.00	0.60	193.20
2574.578	SOIL BED PREPARATION		ACRE	1.60	400.00	640.00
2575.501	SEEDING		ACRE	3.20	25.00	80.00
2575.502	SEED MIXTURE 22-111		POUND	160.00	0.95	152.00

[illegible]

[illegible]

SCORE FUND ANALYSIS

April 16, 2021

SCORE	Current	Scenario A	Scenario B	Scenario C	Scenario D	Remarks
2020 Remaining Balance	\$ 113,061.82	\$ 113,061.82	\$ 113,061.82	\$ 113,061.82	\$ 113,061.82	
Annual Alloment	\$ 69,692.00	\$ 69,692.00	\$ 69,692.00	\$ 69,692.00	\$ 69,692.00	set by MPCA
County Match	\$ 17,178.00	\$ 17,178.00	\$ 17,178.00	\$ 17,178.00	\$ 17,178.00	Required local match set by MPCA comes from Surcharge Fund
MDA Waste Pesticide Reimbursement	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	Approximate based on amount of pesticide collected at HHW day
ECSWC HHW Funding	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	Approximate based on total amount collected at HHW day
Total Annual Revenue	\$ 88,145.00	\$ 88,145.00	\$ 88,145.00	\$ 88,145.00	\$ 88,145.00	
2021 Beginning Fund Balance	\$ 201,206.82	\$ 201,206.82	\$ 201,206.82	\$ 201,206.82	\$ 201,206.82	
Recycle Incentive						
Arthur	\$ 4,800.00	\$ 6,000.00	\$ 6,000.00	\$ 4,800.00	\$ 4,800.00	Recycling Center Incentive
Quality	\$ 4,800.00	\$ 6,000.00	\$ 6,000.00	\$ 4,800.00	\$ 4,800.00	Recycling Center Incentive
Recycle Hauling Contracts	\$ 85,400.00	\$ 85,400.00	\$ 55,457.00	\$ 57,857.00	\$ 49,042.50	Waste Management & Quality Disposal recycle hauling
Administration	\$ 10,888.00	\$ 10,888.00	\$ 10,888.00	\$ 10,888.00	\$ 10,888.00	Goes to Environmental Services for Administration
Kanabec Cty Hwy	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	ECSWC fees for recyclables in right-of-way and Adopt-a-highway
HHW						
Violia Environmental	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	Approximate Hazardous Waste Collection Vendor Fee
Event Advertising	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	Approximate Local publications
Recycling Promotions	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	County Fair handouts and information
Total Annual Expenditures	\$ 115,688.00	\$ 118,088.00	\$ 88,145.00	\$ 88,145.00	\$ 79,330.50	
Estimated 2021 End Balance	\$ 85,518.82	\$ 83,118.82	\$ 113,061.82	\$ 113,061.82	\$ 121,876.32	
Annual Surplus/Shortfall	\$ (27,543.00)	\$ (29,943.00)	\$ -	\$ -	\$ 8,814.50	
Fund Balance Years Remaining	3.10	2.78				

Agenda Item #1

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of the County Coordinator

UNAPPROVED MINUTES

April 6, 2021

The Kanabec County Board of Commissioners held a Regular Board Meeting in person and via telephone/video conference call at 9:00am on Tuesday, April 6, 2021 pursuant to adjournment with the following Board Members present on-site: Gene Anderson, Rickey Mattson, Craig Smith, Dennis McNally, and Les Nielsen. Staff present on-site: County Coordinator Kris McNally and Recording Secretary Kelsey Schiferli. Staff participating via telephone/video included: County Attorney Barbara McFadden.

The meeting was held in meeting rooms 3 & 4 in the basement of the courthouse to allow for social distancing due to COVID-19. The meeting was also held via WebEx for anyone wishing to attend virtually.

The Chairperson led the assembly in the Pledge of Allegiance.

Action #1 – It was moved by Dennis McNally, seconded by Les Nielsen and carried unanimously to approve the agenda as presented.

Action #2 – It was moved by Dennis McNally, seconded by Les Nielsen and carried unanimously to approve the March 16, 2021 minutes as presented.

Action #CH3 It was moved by Les Nielsen, seconded by Rickey Mattson and carried unanimously to recess the meeting at 9:06am to a time immediately following the Community Health Board.

The Kanabec County Community Health Board met at 9:06am on Tuesday, April 6, 2021 pursuant to adjournment with the following Board Members present: Gene Anderson, Rickey Mattson, Dennis McNally, Craig Smith, and Les Nielsen. Community Health Director Kathy Burski presented the Community Health Board Agenda.

Action #CH4 – It was moved by Dennis McNally, seconded by Rickey Mattson and carried unanimously to approve the Community Health Board Agenda as presented.

Community Health Director Kathy Burski presented the Director's Report. Information only, no action was taken.

Action #CH5 – Rickey Mattson introduced the following resolution and moved its adoption:

Resolution #CH5 – 4/6/21

Revised Contract Year 2020 Public Transit Participation Grant Program (5311 – Operating)

WHEREAS, Kanabec County has an Agreement with the State of Minnesota identified as MNDOT Contract Number 1035592 to provide public transit service in Kanabec County under MN Stat, Section 174.24, and

WHEREAS, the State of Minnesota has submitted Amendment # 2 to update Exhibit 1A to revise the Financial Assistance and Payment Schedule reflected in Exhibit 1B, and

WHEREAS, The State and Kanabec County, dba Timber Trails Public Transit are willing to amend the Original Contract with revisions to Article 2, Section 2.2.1 “Local Share of Operating Costs” which will be reduced to 0%; Article 3, Section 3.2.2 “State Funding and Payment Schedule” which states payments will be made based on recipient’s compliance of Clause 2.5.2 of the Grant Agreement. State will fund recipient on a quarterly basis; and Article 3, Section 3.2.4 “Payment of Federal Share of Operating Costs” which states that payments will be made based on recipients’ compliance with Clauses 2.5.2 and 2.6 of the Grant Agreement. The State will pay the recipient the federal share of operating costs based on the percentage of the operating deficit provided in Exhibit 1B, Financial Assistance and Payment Schedule.

THEREFORE BE IT RESOLVED that Kanabec County Board authorizes the Transit Director and/or Director/CHS Administrator to execute the aforementioned Amendment.

The motion for the adoption of the foregoing Resolution was duly seconded by Les Nielsen and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF: Gene Anderson, Rickey Mattson, Craig Smith, Les Nielsen
OPPOSED: Dennis McNally
ABSTAIN:

whereupon the resolution was declared duly passed and adopted.

Action #CH6 – It was moved by Dennis McNally, seconded by Rickey Mattson and carried unanimously to approve the following resolution:

Resolution #CH6 – 4/6/21

SCHA Delegation Agreement Amendment Resolution

WHEREAS, County of Kanabec through its Health and Human Service agencies is contracted with South Country Health Alliance to provide services to its members, and

WHEREAS, South Country Health Alliance is making changes to the Delegation Agreement dated January 1, 2020 updating its Business Associate Agreement in order to stay current with the Health Insurance Portability and Accountability Act (HIPAA), and updating the rate of pay for certain services.

THEREFORE BE IT RESOLVED that the Kanabec County Community Health Board approves the Amendment and Exhibits to the South Country Health Alliance Delegation Agreement dated January 1, 2020 effective April 1, 2021.

Action #CH7 – It was moved by Rickey Mattson, seconded by Les Nielsen and carried unanimously to approve the following resolution:

Resolution #CH7 – 4/6/21

U Care County Participation Agreement Amendment Resolution

WHEREAS, County of Kanabec through its Community Health agency is contracted with U Care to provide services to its members, and

WHEREAS, U Care is making changes to the County Participation Agreement updating its reimbursement rates for Public Health Nurse Home Visits.

THEREFORE BE IT RESOLVED that the Kanabec County Community Health Board approves the Amendment to the U Care County Participation Agreement effective April 1, 2021 and approves the Community Health Director signing the updated Agreement.

Action #CH8 – It was moved by Les Nielsen, seconded by Dennis McNally and carried unanimously to approve payment of 60 claims totaling \$27,021.37 on Community Health Funds.

Action #CH9 – It was moved by Les Nielsen, seconded by Rickey Mattson and carried unanimously to adjourn Community Health Board at 9:42am and to meet again on May 5, 2021 at 9:05am.

The Board of Commissioners reconvened.

County Sheriff Brian Smith met with the County Board to discuss matters concerning his department.

Action #10 – It was moved by Les Nielsen, seconded by Rickey Mattson and carried unanimously to approve the following resolution:

Resolution #10 – 4/6/21

WHEREAS there is a vacancy in the position of a Part Time Deputy, and

WHEREAS the board desires to refill this vacant position;

BE IT RESOLVED that the County Board authorizes the County Sheriff and the County Personnel Director to hire a Part Time Deputy to fill the position at Step A, Range 13 of the pay plan which is \$26.32 per hour or the rate set by internal promotion, and

BE IT FURTHER RESOLVED that the hours of work for this position be limited to those budgeted.

Action #11 – It was moved by Rickey Mattson, seconded by Dennis McNally and carried unanimously to approve the following resolution:

Resolution #11 – 4/6/21

WHEREAS there is a vacancy in the position of a Full Time Jail/Office Assistant, and

WHEREAS the board desires to refill this vacant position;

BE IT RESOLVED that the County Board authorizes the County Sheriff and the County Personnel Director to hire a Full Time Jail/Office Assistant to fill the position at Step A, Range 7 of the pay plan which is \$18.04 per hour or the rate set by internal promotion, and

BE IT FURTHER RESOLVED that the hours of work for this position be limited to those budgeted.

HR Specialist Kim Christenson and Deputy Auditor Finance Marie Sward met with the County Board to discuss options for a new payroll system.

Action #12 – It was moved by Les Nielsen, seconded by Dennis McNally and carried unanimously to switch to Paycom for the County payroll system.

HR Specialist Kim Christenson led a discussion regarding the County Vehicle Pool.

Action #13 – It was moved by Dennis McNally, seconded by Les Nielsen and carried unanimously to approve the following resolution:

Resolution #13- 4/6/21

WHEREAS the PH/FS/County-wide vehicle pool currently has 2 leased vehicles; and

WHEREAS PH/FS/County-wide transportation demands have decreased; and

WHEREAS the leasing company confirmed that the current market is good for early lease terminations;

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners hereby approves the early termination of the lease of vehicle #167 - 2017 Ford Fusion if the

vehicle can be sold by the lessor to result in no fees to the County.

BE IT FURTHER RESOLVED that the Board of Commissioners agrees to revisit vehicle pool leasing if needs arise that may result in the need to add another vehicle back to the pool.

Extension Educator Laura Krist met with the County Board to discuss hiring a Summer Assistant.

Action #14 – Rickey Mattson introduced the following resolution and moved its adoption:

Resolution #14 - 4/6/21

WHEREAS the county has employed a 4-H Summer Assistant in past years, and

WHEREAS the board did budget for this position in 2021, and

WHEREAS the board desires to fill this position;

BE IT RESOLVED that the County Board authorizes the County Personnel Director to hire a 4-H Summer Assistant to refill the vacant position at \$10.08 per hour, or \$10.38 per hour if the person has prior experience as a Kanabec County 4-H Summer Assistant, and

BE IT FURTHER RESOLVED that the hours of work for this position be limited to those budgeted.

10:15am - Chairperson Gene Anderson handed the gavel over to Vice Chairperson Dennis McNally.

The motion for the adoption of the foregoing Resolution was duly seconded by Gene Anderson and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF: Gene Anderson, Rickey Mattson

OPPOSED: Dennis McNally, Craig Smith, Les Nielsen

ABSTAIN:

whereupon the resolution failed.

Rickey Mattson led a discussion regarding the availability of Extension Staff in the office and the advertisement of office hours to the public. Information only, no action was taken.

10:19am – Vice Chairperson Dennis McNally handed the gavel back to Chairperson Gene Anderson.

Action #15 – It was moved by Dennis McNally, seconded by Les Nielsen and carried

unanimously to approve the following paid claims:

<u>Vendor</u>	<u>Amount</u>
Kanabec County Auditor-Treas	7,521.05
Kanabec County Auditor HRA	48,018.00
AT&T Mobility	931.01
Quality Disposal	199.35
VISA	1,493.68
Minnesota Energy Resources Corp	894.16
Verizon Wireless	1,365.51
Chamberlain Oil	441.04
East Central Energy	1,595.80
Mora Municipal Utilities	13,216.02
Dearborn National Life Insurance Co	771.71
Life Insurance Company of North America	945.90
MNPEIP	168,689.18
Sun Life Financial	4,136.69
The Hartford Priority Accounts	2,249.81
VSP Insurance Company	328.16
CW Technology	1,327.40
Spire Credit Union	2,980.44
18 Claims Totaling:	<u><u>\$257,104.91</u></u>

Action #16 – It was moved by Dennis McNally, seconded by Rickey Mattson and carried unanimously to approve the following claims on the funds indicated:

Revenue Fund

<u>Vendor</u>	<u>Amount</u>
1st Choice Document Destruction	290.00
1st Choice Document Destruction	85.00
1st Choice Document Destruction	94.50
1st Choice Document Destruction	25.00
1st Choice Document Destruction	10.00
1st Choice Document Destruction	15.00
1st Choice Document Destruction	5.00
1st Choice Document Destruction	15.00
1st Choice Document Destruction	20.00
1st Choice Document Destruction	50.00
A & E Cleaning Services	475.00
A & E Cleaning Services	2,510.00

Ace Hardware	105.30
Ace Hardware	10.50
Ace Hardware	15.17
Advanced Correctional Healthcare	16,955.41
Advanced Correctional Healthcare	970.94
Advanced Correctional Healthcare	3,258.11
All American Title Co	60.00
Aspen Mills	1,344.01
Aspen Mills	212.45
Aspen Mills	2,602.73
Aspen Mills	10,020.47
Auto Value	33.96
Braham Motor Service Inc	73.90
Braham Motor Service Inc	621.23
Carda, Eugene	107.40
Creative Forms & Concepts Inc	302.61
Curtis, Michael	1,512.88
East Central Exterminating	240.00
Election Systems & Software Inc	884.39
Emergency Automotive Technologies	480.83
Galls	85.00
Government Forms and Supplies	128.37
Grainger	495.10
Grand View Lodge	333.98
Granite City Jobbing Co	1,339.44
Hoefert, Robert	1,490.72
Horizon Towing	263.44
Horizon Towing	322.12
Ingebrand Funeral Home	400.00
Ingebrand Funeral Home	725.00
Innovative Office Solutions, LLC	89.91
IT SAVVY	1,087.78
Kanabec County Community Health	120.80
Kanabec County Court Administration	185.00
Kanabec County Records Dept	46.00
Kanabec Publications	2,401.88
KnowBe4 Inc.	1,388.82
Kroschel Land Surveyors, Inc.	2,600.00
Manthie, Wendy	1,838.76
Marco	3,186.68
Marco	223.13
Mattson, Jean	75.00
Mattson, Jean	160.00

McKesson Medical Surgical	5,532.97
Minnesota Department of Public Safety	31.16
Minnesota Fraud Investigators Association	175.00
Minnesota Sheriffs' Association	140.00
Minnesota Sheriffs' Association	150.00
Mora Bakery	36.48
Mora Municipal Utilities	246.63
Nelson, Ronette	623.84
North Central Bus & Equipment	697.76
Novus Glass	325.00
O'Brien, Pat	90.12
O'Reilly Auto Parts	6.20
Oslin Lumber	216.53
Park Forest Estates	6,984.00
PD's Embroidery	103.00
Peterson, Ronald	115.56
Peterson-Johnson Funeral Home	400.00
Pine County Sheriff's Office	825.00
Quadient Leasing USA, Inc	2,086.20
Ramsey County	4,467.00
Regents of the University of MN	18,814.00
Reliance Telephone, Inc	1,550.00
Revize LLC	1,900.00
RJ Mechanical	718.72
Rupp, Anderson, Squires & Waldspurger, PA	168.99
Salmela, Terry	75.00
Salmela, Terry	160.00
Sawatzky, Fred	97.88
SHI International	396.00
St. Cloud State University	445.00
State of Minnesota - Dept of Transportation	300.00
Stellar Services	373.18
Stellar Services	529.44
Streicher's	1,014.00
Summit Food Service Management	11,486.09
Summit Food Service Management	7,676.11
Taipale, Michelle & Daniel	46.00
Tinker & Larson Inc	252.40
Tinker & Larson Inc	322.55
Town Link	237.00
Van Alst, Lillian	170.24
Visser, Maurice	1,304.28
Watch Guard	24.00

98 Claims Totaling: \$ 133,707.05

Road & Bridge Fund

<u>Vendor</u>	<u>Amount</u>
A&E Cleaning Services	950.00
Allen Precision Equipment	68.71
Auto Value	2,934.79
Crawford's Equipment	346.81
Currie, Michael	23.76
Dultmeier Sales	385.07
Frontier Precision	524.00
Grainger	207.98
Granite City Jobbing	157.63
IT Savvy LLC	89.30
Johnson Hardware	99.99
Kanabec County Highway Department	140.60
Kanabec Publications	676.93
Kwik Trip	24.83
Marco	3,398.29
Mei Total Elevator Solutions	510.28
Mille Lacs County	706.97
MPH Industries	2,191.77
North Central International	267.01
Novus Glass	62.00
Nuss Truck Equipment	212.94
Premier Outdoor Services	7,550.00
Trueman Welters	101,829.54
UMN	180.00
USIC Locating	30.00
Wahlstrom, Greg	595.00
Wiarcom	675.30
Ziegler	431.09

28 Claims Totaling: \$ 125,270.59

Action #17 – It was moved by Rickey Mattson, seconded by Les Nielsen and carried unanimously to approve a consent agenda including all of the following actions:

Resolution #17a – 4/6/21

SCORE CLAIMS

WHEREAS the board has been presented with claims for recycling efforts to be paid from SCORE Funds, and

WHEREAS these claims have been reviewed, tabulated and approved by the Kanabec County Solid Waste Officer, and

WHEREAS SCORE Funds appear adequate for the purpose;

BE IT RESOLVED to approve payment of the following claims on SCORE Funds:

Waste Management	\$801.84
Quality Disposal	\$3,467.40
Arthur Township	\$400.00
Total	\$4,669.24

Resolution #17b – 4/6/21

WHEREAS the Kanabec County Board of Commissioners has been presented with a request for lawful gambling within Kanabec County, and

WHEREAS the application was complete, included all necessary documentation, appears in accordance with County Policies and the applicant and facility owners are in good standing with the County;

BE IT RESOLVED to approve the Application for Exempt Permit for the Knife Lake Sportsman's Club for a raffle event to be held at MN DNR Highway 65 Boat Launch, Near 2743 MN 65, Mora, MN 55051 on May 8, 2021.

County Coordinator Kris McNally led a discussion regarding the Resolution Authorizing Action to Seek USDA Loan Reclassification (Hospital Bonds).

Action #18 – It was moved by Les Nielsen, seconded by Rickey Mattson and carried unanimously to approve the following resolution:

Resolution #18 – 4/6/21

RESOLUTION AUTHORIZING ACTION TO SEEK USDA LOAN RECLASSIFICATION

WHEREAS, the County of Kanabec, Minnesota ("County") is has entered into a Master Transaction Agreement with Welia Health ("Welia"), a Minnesota nonprofit corporation, through which the County will lease the County's principal health care related real estate, buildings and fixtures, including its hospital, assign all of the health care system's personal property, contracts

and supplies, and transfer certain satellite clinic property, to Welia; and

WHEREAS, the County currently has outstanding loans held and/or guaranteed by the United States Department of Agriculture ("USDA") as follows: (i) Gross Revenue Hospital Bonds, Series 2019, in the original aggregate principal amount of \$56,600,000, to the United States of America, acting through the United States Department of Agriculture – Rural Development (the "USDA"); and (ii) Gross Revenue Hospital Note (USDA Guaranteed), Series 2019, in the original principal amount of \$4,900,000, to First Citizens Bank (hereinafter, collectively referred to as the "Loans"); and

WHEREAS, the County's plan to lease its health care facilities to Welia would cause the USDA, pursuant to 7 C.F.R. § 1951.224, to require the County to reclassify the Loans to non-program loans; and

WHEREAS, the County desires to complete the lease and transfer outlined in the Master Transaction Agreement and transfer its hospital and related health care operations to Welia.

THEREFORE, BE IT RESOLVED, that Randy Ulseth, Chief Executive Officer of Kanabec County Hospital d/b/a Welia Health, be authorized and directed to execute and deliver to the USDA in the name and on behalf of the County, directly or by or through such attorneys as Mr. Ulseth may designate or appoint, such documents as may be necessary to reclassify the Loans to non-program loans.

RESOLVED FURTHER, that the Kanabec County Board of Commissioners hereby ratifies, confirms and approves all actions taken by Mr. Ulseth, Mr. Ulseth's designated or appointed attorneys and other representatives of the County prior to the date hereof in furtherance of the foregoing resolution.

10:30am – The Chairperson called for Public Comment. Those that responded included the following:

Charlie Strickland	Comments regarding the structure of the Kanabec County Health and Human Services Advisory Board.
Wendy Stafford	Comments regarding clarification on the Kanabec County Dog Ordinance.

10:36am – The Chairperson closed public comment.

County Coordinator Kris McNally led a discussion regarding policy reviews.

The Board expressed consensus to approve Policy A-121 Bulletin Boards as is with a revision date of 4/6/21.

The Board held a discussion regarding Policy A-103 Building Use. Kris McNally will

follow up with Sheriff Smith regarding the use of the jail training room for all after-hours meetings for county business only and will bring information back to the board.

Public Works Director Chad Gramentz met with the County Board to discuss matters concerning his department.

Action #19 – It was moved by Les Nielsen, seconded by Rickey Mattson and carried unanimously to approve the following resolution:

Resolution #19 – 4/6/21
Equipment Rental and Service Bids

WHEREAS bids were received and opened on March 23, 2021 for equipment rental rates and services, and

WHEREAS long term equipment rental quotes were received and presented before the board, and

WHEREAS Kanabec County may require various equipment and services throughout the year;

THEREFORE BE IT RESOLVED to accept all bids and quotes as submitted, and

BE IT FURTHER RESOLVED that the Public Works Director is directed to utilize the bids as necessary based on the availability of the lowest responsible bid.

Action #20 – It was moved by Rickey Mattson, seconded by Dennis McNally and carried unanimously to approve the following resolution:

Resolution #20 – 4/6/21
Microsurfacing Bids
CSAH 16 & CSAH 17

WHEREAS the following bids were received on March 30, 2021:

Microsurfacing:

Asphalt Surface Technologies Corp. \$416,079.38

WHEREAS the lowest responsible bid was \$416,079.38 submitted by Asphalt Surface Technologies Corp., and

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners accepts the bid of \$416,079.38 submitted by Asphalt Surface Technologies Corp. for microsurfacing, and

BE IT FURTHER RESOLVED that the Chairperson and County Coordinator are authorized to sign contracts for this project.

Action #21 – It was moved by Les Nielsen, seconded by Dennis McNally and carried unanimously to approve the following resolution:

Resolution #21 – 4/6/21

Aggregate Surfacing Bids

WHEREAS the following bids were received on March 30, 2021:

Aggregate Surfacing:

DLL Excavating, Inc.	\$764,917.12
Bjorklund Companies.	\$973,346.43
Central Specialties Incorporated	\$1,234,519.00
J.R. Ferche, Inc.	\$1,247,293.79
Knife River Corporation	\$1,337,109.15
Mark Sand & Gravel Co.	\$1,800,236.90

WHEREAS the lowest responsible bid was \$764,917.12 submitted by DLL Excavating, Inc., and

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners accepts the bid of \$764,917.12 submitted by DLL Excavating, Inc. for aggregate surfacing, and

BE IT FURTHER RESOLVED that the Chairperson and County Coordinator are authorized to sign contracts for this project.

Action #22 – It was moved by Craig Smith, seconded by Rickey Mattson and carried unanimously to approve the following resolution:

Resolution #22 – 4/6/21

Federal Funding Grant Agreement

CSAH 3

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of Kanabec County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Board Chairperson and the Coordinator are hereby authorized and directed for and on behalf of Kanabec County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in “Minnesota Department of Transportation MnDOT Contract Number 1046517,” a copy of which said agreement was before the County Board and which is made a part hereof by reference.

Action #23 – It was moved by Les Nielsen, seconded by Rickey Mattson and carried unanimously to approve the following resolution:

Resolution #23 – 4/6/21
Purchase Sign Truck

WHEREAS a quote for a 2021 Chevrolet Silverado 6500 Regular Cab Work Truck chassis at State Contract pricing was received from North Country GM for \$54,510.64, and

WHEREAS a quote for a custom sign truck box at State Contract pricing was received from Aspen Equipment for \$108,945.00, and

WHEREAS said quotes were presented before the Board, and

THEREFORE BE IT RESOLVED to accept the quote of \$54,510.64 by North Country GM and approve the purchase a 2021 Chevrolet Silverado 6500 Regular Cab Work Truck, and

BE IT FURTHER RESOLVED to accept the quote of \$108,945.00 by Aspen Equipment and approve the purchase of a custom sign truck box.

Public Works Director Chad Gramentz presented the 2021 Maintenance Schedule. Information only, no action was taken.

Public Works Director Chad Gramentz led a discussion regarding year round road restrictions on County Road 81. Information only, no action was taken.

Court Operations Supervisor Heather Mickelson, Court Administrator Tracy Gullerud (via WebEx), and Temporary Court Operations Analyst LuAnn Blegen met with the County Board to present a Memorandum of Understanding between the State of Minnesota, Tenth Judicial District and the County of Kanabec for a Court Construction Project and Related Reimbursement.

Action #24 – Craig Smith introduced a motion to approve the Memorandum of Understanding as presented, contingent upon approval from the City of Mora Building Inspector, and not to exceed \$21,212.50.

The motion was duly seconded by Rickey Mattson and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF: Gene Anderson, Rickey Mattson, Craig Smith

OPPOSED: Dennis McNally, Les Nielsen

ABSTAIN:

whereupon the motion was declared duly passed and adopted.

Deputy Auditor Property & Tax Roberta Anderson met with the County Board to discuss tax forfeit land sale results and to set minimum bids for tax forfeit informal sales.

Action #25 – It was moved by Craig Smith, seconded by Dennis McNally and carried unanimously to set minimum bid price for several parcels that qualify to be sold by an informal sale by sealed bid to the adjoining land owners at 50% of the current assessed value.

Future Agenda Items: Stop sign at county roads 5 & 19 and County Road 81 road-restrictions

Action #26 – It was moved by Les Nielsen, seconded by Dennis McNally and carried unanimously to close the meeting at 12:25pm pursuant to the Open Meeting Law, MN Statute §13D.03 to consider strategy for labor negotiations, including negotiation strategies or developments and discussion and review of labor negotiation proposals, conducted pursuant to sections §179A.01 to §179A.25. Those present during the closed portion of the meeting include Commissioners Gene Anderson, Rickey Mattson, Dennis McNally, Craig Smith, and Les Nielsen; as well as County Coordinator & Personnel Director Kristine McNally.

Action #27 – It was moved by Dennis McNally, seconded by Les Nielsen and carried unanimously to re-open the meeting at 12:45pm.

The Board held a discussion regarding the sale of land to the DNR and possible limitations that could be implemented and enforced. Information only, no action was taken.

The Board held a discussion on resuming meetings in the official Boardroom. Information only, no decision was made.

Action #28 – It was moved by Craig Smith, seconded by Dennis McNally and carried unanimously to recess the meeting at 12:52pm to a time following the Drainage Authority Meeting on Wednesday, April 14, 2021 at 6:30pm. The County Board will meet again in regular session on Tuesday, April 20, 2021 at 9:00am.

Signed _____

Chairperson of the Kanabec County Board of Commissioners,
Kanabec County, Minnesota

Attest: _____
Board Clerk

DRAFT

Agenda Item #2

Paid Bills

<u>Vendor</u>	<u>Amount</u>	<u>Purpose</u>	<u>Dept</u>
A and E Cleaning Services	575.00	Cleaning TTPT Offices	Transit
Chamberlain Oil	436.44	Shop Supplies	Highway
City of Mora	1,913.93	Reimburse 2010 City Squad	Sheriff
Consolidated Communications	1,149.46	Monthly Service	Various
E C Riders	8,510.76	2021 BM#2 Snake River Trail	Unallocated
East Central Energy	181.59	Intersection Lighting	Highway
Further	636.60	Admin Fees	HR
Kanabec County Aud-Treas	9,344.98	Leased Vehicles	Various
Kwik Trip	9,663.72	Gas Credit Cards	Various
Midcontinent Communications	439.89	Utilities	Various
Minnesota Department of Finance	8,079.50	State Fees & Surcharges	Recorder
Minnesota Department of Finance	2,873.88	1Q21 Torrens/Real Est Assur	State Revenue Fund
Minnesota Department of Health	1,020.00	1Q21 Well Cert Fees	State Revenue Fund
Minnesota Energy Resources Corp	6,337.98	Gas Utilities	Various
Minnesota Management & Budget	2,773.70	Unused SBRA Grant Funds	EDA
Office of MN.IT Services	1,300.00	WAN	IS
Paycom Payroll LLC	9,500.00	Payroll Conversion Fee	HR
Quality Disposal	394.21	Solid Waste Fees	Building Maintenance
The Public Group	3,202.31	2021 TFLS Buyers Fees	Forfeited Tax Sale
Verizon Wireless	3,767.02	Monthly Service	Various
VISA	2,598.46	See Below	
21 Claims Totaling:	<u>\$74,699.43</u>		
	133.24	Amazon/Canister Vacuum	Building Maintenance
	41.98	Amazon/Cable Cord Org	Building Maintenance
	36.26	Amazon/Stainless Pipe Reamer	Building Maintenance

	57.25	Amazon/WaterSentry Filter	Building Maintenance
	31.12	Hoffman Ace Hardware/Paint	Building Maintenance
	80.57	USA Clean/paper Filter & Latch	Building Maintenance
	256.92	SupplyHouse/TwoWay Globe Valve	Building Maintenance
	135.93	Amazon/Card Reader	Building Maintenance
	83.89	Amazon/Ceiling Occup Sensor	Building Maintenance
	396.31	Amazon/Door Access Panel	Building Maintenance
	163.00	Paypal/McMillan Elec Co	Building Maintenance
	5.00	Amazon/Replacement Vacuum Filter	Building Maintenance
	22.98	Amazon/Dewalt Filter Replace	Building Maintenance
	100.10	Imperial Supplies/Absorb Sock	Building Maintenance
	57.25	Amazon/Water Sentry Filter	Building Maintenance
	439.19	Keylessaccesslocks/Interface	Building Maintenance
	74.99	Amazon/Replacement Filter	Jail
	115.14	Amazon.ScaleStick Replace Cart	Jail
	367.34	Webstaurant Store/Emerg Light	Jail
19 Claims Totaling:	<u>\$2,598.46</u>		

Agenda Item #3a

Regular Bills - Revenue Fund

Bills to be approved: 4/20/21

Department Name	Vendor	Amount	Purpose
ASSESSOR	Marco, Inc.	<u>159.00</u>	Lease Agreement
		159.00	
BUILDINGS MAINTENANCE	East Central Exterminating	125.00	Service for March
BUILDINGS MAINTENANCE	FBG Service Corporation	6,410.24	March Cleaning Services
BUILDINGS MAINTENANCE	Grainger	25.02	Batteries
BUILDINGS MAINTENANCE	Granite City Jobbing Co Inc	432.62	Cleaning & Paper Supplies
BUILDINGS MAINTENANCE	Mid-American Research Chemical	<u>213.96</u>	Urinal Screens
		7,206.84	
COMPUTER EXPENSES	MCIS	7,931.00	MCIS Property Tax Quarterly Support
COMPUTER EXPENSES	MNCCC Lockbox	<u>12,920.50</u>	Tax & Cama User Group 2nd Qtr Support & Fees
		20,851.50	
COUNTY ATTORNEY	BCA Business Shared Services	120.00	CJDN Access Fee Jan-Mar 2021
COUNTY ATTORNEY	RELX Inc. DBA LexisNexis	<u>187.58</u>	March Charges
		307.58	
COUNTY COORDINATOR	Marco Technologies, LLC	116.64	Staple Cartridge
COUNTY COORDINATOR	Office Depot	<u>72.49</u>	Office Supplies
		189.13	
COUNTY CORONER	Methven Funeral and Cremation Services	<u>400.00</u>	Removal and Transport
		400.00	
COUNTY DEBT SERVICE	Northland Trust Services Inc	<u>75,487.50</u>	2015A Jail Ref Bonds Int
		75,487.50	

COUNTY RECORDER	Kanabec Publications, Inc.	<u>124.25</u> 124.25	Death Certificate Folders
COURT ADMINISTRATOR	Thomason, Swanson & Zahn	<u>306.00</u> 306.00	Court Appt Attorney Fees
ELECTIONS	SWIFT	<u>65.17</u> 65.17	PVC Mailing T2021 VRA
ENVIRONMENTAL SERVICES	Kanabec County Highway Department	82.85	Postage - February & March 2021
ENVIRONMENTAL SERVICES	Kanabec Publications	<u>66.32</u> 149.17	Public Notice Board of Adjustment
HUMAN RESOURCES	American DataBank	45.95	Background Study for New Employee
HUMAN RESOURCES	ECM Publishers	388.00	PSAP Admin Employment Ad (2), RN/PH Nurse Employment Ad
HUMAN RESOURCES	Kanabec Publications	<u>60.00</u> 493.95	RN/PH Nurse Employment Ad
INFORMATION SYSTEMS	CW Technology	<u>9,000.00</u> 9,000.00	Labor Invoice
LAW LIBRARY	Mathew Bender, LexisNexis	<u>238.10</u> 238.10	Law Library Invoice
PROBATION & JUVENILE PLACEMENT	Anoka County Corrections	840.00	East Central RJC Juvenile Detention - 3 days @ \$280/day
PROBATION & JUVENILE PLACEMENT	MACPO, Jackson County Probation	410.00	MACPO Agent Membership and Training
PROBATION & JUVENILE PLACEMENT	Minnesota Monitoring, Inc.	8.00	REAM GRANT March 2021
PROBATION & JUVENILE PLACEMENT	RS Eden	<u>6.80</u> 1,264.80	Drug Testing March
PUBLIC TRANSPORTATION	American DataBank	54.00	Driver's License Check on Bus Drivers
PUBLIC TRANSPORTATION	American DataBank	31.50	Driver's License Check on Volunteer Drivers
PUBLIC TRANSPORTATION	Auto Value Mora	24.98	Bus Parts

PUBLIC TRANSPORTATION	Curtis, Michael	986.81	Volunteer Driver
PUBLIC TRANSPORTATION	Glen's Tire	985.33	Bus Tires & Tire Repairs and Van Oil Changes
PUBLIC TRANSPORTATION	Hoefert, Robert	1,015.84	Volunteer Driver
PUBLIC TRANSPORTATION	Industrial Health Services Network Inc	45.90	Drug Screen
PUBLIC TRANSPORTATION	Kanabec County Highway Department	747.72	Bus Repairs, Fuel, Oil
PUBLIC TRANSPORTATION	Kanabec Publications	613.00	Advertising
PUBLIC TRANSPORTATION	Made of Mora/P-D's Embroidery	525.00	Common Carrier Clothing
PUBLIC TRANSPORTATION	Manthie, Wendy	939.12	Volunteer Driver
PUBLIC TRANSPORTATION	Marco	134.68	Printer Contracts
PUBLIC TRANSPORTATION	Nelson, Ronette	510.72	Volunteer Driver
PUBLIC TRANSPORTATION	Premium Waters Inc	23.96	Bottled Water Supplies
PUBLIC TRANSPORTATION	Quality Disposal Systems	24.15	March Service
PUBLIC TRANSPORTATION	UAC	450.00	Advertising
PUBLIC TRANSPORTATION	Van Alst, Lillian	77.28	Volunteer Driver
PUBLIC TRANSPORTATION	Visser, Maurice	883.62	Volunteer Driver
		8,073.61	
SANITATION	East Central Solid Waste Commission	194.87	Kanabec County Highway Dept Mixed Solid Waste & Recycle
		194.87	
SHERIFF	AT&T Mobility	886.11	Monthly Service
SHERIFF	Coborn's Inc.	1,317.85	2 - \$500 Gift Cards, 1 - \$300 Gift Card, plus fees
SHERIFF	Emergency Automotive Technologies	924.81	Ram Truck 166 LED Hideaway
SHERIFF	Horizon Towing	261.07	Towing Services (2)
SHERIFF	Owens Auto Parts	18.48	166 Lens Tint
SHERIFF	State of Minnesota - BCA	1,625.00	Permit to Carry
SHERIFF	Stevens, Joel	49.49	Thriftbooks: Reimbursement for Inmate Books
SHERIFF	Watch Guard	24.00	New Squads, Squad Cameras
		5,106.81	
SHERIFF - CITY OF MORA	AT&T Mobility	44.90	Monthly Service
SHERIFF - CITY OF MORA	Tinker & Larson Inc	51.35	Oil Change
		96.25	

SHERIFF - JAIL/DISPATCH	Advanced Correctional Healthcare	129.87	August 20 Pool/Cap
SHERIFF - JAIL/DISPATCH	Advanced Correctional Healthcare	16,955.41	May 21 On-Site Medical Services
SHERIFF - JAIL/DISPATCH	Advanced Correctional Healthcare	970.94	May 21 On-Site Mental Health Services
SHERIFF - JAIL/DISPATCH	Advanced Correctional Healthcare	(945.54)	March 21 Reconciliation ADP
SHERIFF - JAIL/DISPATCH	FBG Service Corporation	584.80	March Cleaning Services
SHERIFF - JAIL/DISPATCH	Quality Disposal Systems	199.35	March Service
SHERIFF - JAIL/DISPATCH	RJ Mechanical	1,406.70	Charged Cooler in Jail
SHERIFF - JAIL/DISPATCH	State of Minnesota Public Safety BCA	270.00	CJDN Access Fees
SHERIFF - JAIL/DISPATCH	Stellar Services	526.49	Canteen
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	7,678.32	Inmate Meals
		27,776.34	
TAX & PENALTY	Centerpoint Energy Resources	26.00	2018 Tax Court Abatement P 04.80005.00
TAX & PENALTY	Centerpoint Energy Resources	84.00	2018 Tax Court Abatement P 06.80005.00
TAX & PENALTY	Centerpoint Energy Resources	212.00	2018 Tax Court Abatement P 21.80010.00
		322.00	
UNALLOCATED	Centerpoint Energy Resources	3.05	int 2018-2021 P 04.80005.00
UNALLOCATED	Centerpoint Energy Resources	9.87	int 2018-2021 P 06.80005.00
UNALLOCATED	Centerpoint Energy Resources	24.91	int 2018-2021 P 21.80010.00
UNALLOCATED	Granite City Jobbing Co Inc	680.65	Copy Paper 20 Cases
UNALLOCATED	Kanabec Publications	585.21	County Board Minutes (3)
		1,303.69	
75 Claims Totaling:		<u>\$ 159,116.56</u>	

Agenda Item #3b
Regular Bills - Road & Bridge
Bills to be approved: 4/20/21

Vendor	Amount	Purpose
A & E Cleaning	1,150.00	Office Cleaning
Ace Hardware	1,175.61	Shop Supplies
Aramark	565.60	Uniforms, Towels and Coveralls
Avenu	6,224.08	Newroads accounting software
Beaudry Oil & Propane	14,430.00	Diesel Fuel
Cargill	42,213.57	Road Salt
Central McGowan	350.31	Welding Supplies
Central Pension Fund	316.60	Training Center use fee
Federated Co-op	27.98	Repair Parts
Gopher State	6.75	Locates
Grainger	57.12	Shop Supplies
Johnson Hardware	273.08	Shop Supplies
Kanabec County Highway Department	108.30	Petty Cash, Postage
Kanabec County Coordinator Department	405.64	Postage
Kwik Trip	34.37	Fuel
Marco	296.29	Printer Fee
MN Energy	449.36	Natural Gas
Northpost	2,032.56	Repair Parts
Nuss Truck	127.33	Repair Parts
Office Depot	195.98	Office Supplies
Olson Power & Equipment	2,317.09	Repair Parts
Pomp's Tire Service	4,473.00	Tire Order
Power Plan	1,339.04	Repair Parts
Quality Disposal	164.25	Garbage Pickup
Safety-Kleen Systems	407.85	Parts Washer cleanout
Westling, Mark	250.00	Repair Parts
Ziegler Inc	913.65	Repair Parts
27 Claims Totaling:	<u><u>\$ 80,305.41</u></u>	

Agenda Item #4

April 20, 2021

REQUEST FOR BOARD ACTION

a. Subject: Ogilvie American Legion Ditch Clean-up	b. Origination: Ogilvie American Legion
c. Estimated time: 10 minutes	d. Presenter(s): Commissioner Denny McNally

e. Board action requested:

f. Background:

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

Agenda Item #5

April 20, 2021

REQUEST FOR BOARD ACTION

a. Subject: New Vendor for DHS Photograph and Fingerprinting	b. Origination: Coordinator's Office
c. Estimated time: 5 minutes	d. Presenter(s): Kris McNally

e. Board action requested: approve the following resolution:

Resolution #__ – 4/20/21 IDEMIA Vendor Change Resolution

WHEREAS, Kanabec County Family Services, Community Health and Timber Trails Public Transit are required to complete Net Study 2.0 background checks on staff, and

WHEREAS, a part of the background study process is a photograph and fingerprinting, and

WHEREAS, this is a service provided to other members of the community as needed on a fee for service basis, and

WHEREAS, the Kanabec County Board of Commissioners approved a Service Agreement with 3M Cogent (Resolution #HS7 – 2/22/17) to acquire the photo and fingerprinting equipment to provide Net Study 2.0 Background Studies, and

WHEREAS, in 2021 the Minnesota Department of Human Services awarded IDEMIA Identity and Security USA the contract for fingerprinting enrollment services for the State of Minnesota;

THEREFORE BE IT RESOLVED, the Kanabec County Board of Commissioners approves a vendor change to IDEMIA to acquire the photo and fingerprinting equipment to provide Net Study 2.0 Background Studies.

f. Background: Under the Governor's Executive Order 20-12, the human services commissioner temporarily modified certain background study processes and waived fingerprinting requirements due to COVID-19 and the peacetime emergency. A date has not been set to return to fingerprint based background studies; however, IDEMIA will be prepared to provide fingerprinting and photo services in August 2021.

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:



April 5, 2021

Kanabec County
18 N Vine St
Mora, MN 55051

RECEIVED APR 12 2021

Dear Fingerprinting Point of Contact,

The Minnesota Department of Human Services has awarded IDEMIA Identity and Security USA the contract for fingerprinting enrollment services for the State of Minnesota. This award opens up exciting opportunities for IDEMIA and local businesses currently supporting Minnesota State fingerprinting services. We look forward to the opportunity to partner with you to meet the needs of citizens who depend on professional, convenient, and reliable biometric enrollment services.

Who is IDEMIA?

IDEMIA provides a nationwide network of conveniently located IdentoGO Centers to deliver professional enrollment services, with fast, accurate results and consistent, high quality customer service. With over 25 years of experience, IDEMIA offers a true nationwide network of partners, with over 1,800 enrollment centers across the country serving over 7 million fingerprint applicants annually.

As the industry leader, you can expect some significant enhancements from IDEMIA. Minnesota will utilize our nationally recognized technology known as Universal Enrollment Platform (UEP). This truly modern solution delivers a high-level of convenience and program sophistication to both our customers and partners, at no cost to you.

What can you expect from IDEMIA if you join our nationwide network?

- A Diversified Customer Base
- Upselling Opportunities (FBI Criminal History Reporting, Passport Photos, and More!)
- Increase Networking Opportunities With our Existing State and Federal Contracts
- Optimize Facility Square Footage
- Signage and Branding
- On-site Training and Online Training Modules
- Dedicated Relationship Manager, Partner Support Group, Local Operations Team
- Easily Accessible Technical Support and Customer Service

Tim Bollinger, Supervisor, Partnerships, will contact you in the coming weeks to discuss next steps in transitioning your location to our network. Tim can be contacted at 615-778-5799 or tim.bollinger@us.idemia.com. In the interim, please complete the enclosed forms and return via email to partnerships@us.idemia.com.

We look forward to offering your organization exciting new tools to improve the efficiency and value of the fingerprinting services you provide.

Sincerely,

Debbie Wenger
Senior Manager, Partner Acquisition

Enc: Exhibit A (W9) and Exhibit B (ACH)

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
OR								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Kelsey Schiferli

From: Helen Pieper
Sent: Wednesday, March 31, 2021 4:48 PM
To: Kathryn Burski; Kim Christenson; Kris McNally; Kelsey Schiferli
Subject: FW: New fingerprint and photo vendor

You may already know this – but I thought I'd pass it on.....

Great things never came from comfort zones!

Helen Pieper, Transit Director
Kanabec County – Timber Trails Public Transit
300 Industrial Road
Mora, MN 55051
Office/Direct (320) 364-1351 or Cell (320) 515-0416

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent for delivering the message to the intended recipient, you are hereby notified that dissemination, distribution or copying of this communication is strictly prohibited. If you received this communication in error, please notify us immediately by replying to this message and delete the original message and its contents. Thank You.-

From: Minnesota Department of Human Services: NETStudy 2.0 [mailto:dhs.netstudy2@public.govdelivery.com]
Sent: Wednesday, March 31, 2021 4:44 PM
To: Helen Pieper <helen.pieper@co.kanabec.mn.us>
Subject: New fingerprint and photo vendor



March 31, 2021

The Department of Human Services has selected IDEMIA Identity & Security USA LLC (IDEMIA) as the vendor to provide statewide fingerprint and photo services for background studies submitted to DHS. IDEMIA was selected through a competitive bid process with cost, quality and reliability of service locations considered in proposal evaluations. Fingerprint and photo services will transition from the current vendor to IDEMIA by August 2021.

Under the Governor's Executive Order 20-12, the human services commissioner temporarily modified certain background studies processes and [waived fingerprinting requirements](#) due to COVID-19 and the peacetime emergency. A date has not been set to return to fingerprint-based background studies; however, IDEMIA will be prepared to provide fingerprinting and photo services in August 2021.

More information, including [answers to frequently asked questions](#) about the transition to IDEMIA from the current service vendor, Thales (formerly Gemalto Cogent and 3M Cogent), is on [the background studies webpage](#). Updated information about the return to fingerprint-based background studies will be posted to this page, which has information about [emergency background studies](#).

Having trouble viewing this email? [View it as a Web page.](#)

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This email was sent to helen.pispen@co.kanabec.mn.us using GovDelivery Communications Cloud on behalf of: Minnesota Department of Human Services - 540 Cedar St. - Saint Paul, MN 55101

GOVDELIVERY



SERVICE AGREEMENT TERMS & CONDITIONS

This AGREEMENT is made and entered into this 22 day of February, 2017, by and between 3M Cogent, Inc. ("3M Cogent"), with its principal place of business located at 639 North

Rosemead Blvd, Pasadena, CA 91107 and Kanabec County
("Contractor"), whose principal place of business is located at

18 N. Vine St. Mora, MN 55051, the "Parties."

WITNESSETH

WHEREAS: Contractor is defined as a person or business which provides fingerprinting services under terms specified in this service agreement.

WHEREAS: The Repository is defined as the authority, either law enforcement or other, legally entitled to receive electronic fingerprint submissions from the Contractor by way of 3M Cogent.

WHEREAS: 3M Cogent has requested that Contractor provide the services specified in attached Exhibit A, Scope of Work, and Contractor agrees to provide such services;

WHEREAS: 3M Cogent has requested that Contractor comply with personnel and security access requirements set forth by the Cogent Systems Privacy Statement in attached Exhibit B;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1. PAYMENT.

3M Cogent will deliver Livescan equipment to Contractor, configured to support fingerprint submission transaction(s) to the Repository, for a total payment by the Contractor of NO CHARGE. The Livescan equipment will remain the property of 3M Cogent.

3M Cogent agrees to pay Contractor a payment per successfully submitted transaction, as defined by Exhibit C. Payment shall be made to the Contractor upon verification that the transaction submissions meet the requirements defined in Exhibit A Scope of Work. Payment for all transactions for any specific month will be paid within 30 days of the last calendar day of that month.

ARTICLE 2. EQUIPMENT, MAINTAINENCE AND FACILITIES.

3M Cogent will provide Contractor with Livescan equipment that will consist of a Livescan fingerprint scanner and 3M Cogent Livescan software seat license for NO CHARGE and conditions stated in ARTICLE 1. This equipment shall include a fingerprint scanner, laptop computer, camera and all required computer cabling; facility cabling not included.

Contractor's internet connection and cabling is provided by Contractor. Contractor shall provide the facility in which the equipment will be housed and the personnel to facilitate the transaction. The Contractor shall provide the appropriate internet connection, electrical power, and any other network equipment required for communication.

ARTICLE 3. EQUIPMENT OWNERSHIP AND PROMOTION.

Contractor understands that Contractor has no ownership of the Livescan equipment and software seat license.

The Contractor understands and agrees that all equipment provided by Cogent to the Contractor under this Agreement shall remain the sole property of Cogent. This property shall only be used in conjunction with the collection and submission of data to 3M Cogent and shall not be used for any other purpose without 3M Cogent's express written permission. The Contractor consents to the use of the Contractor's name and place of business in conjunction with the promotion, use, and scheduling of the background check service if Contractor provides fingerprinting services that would be available to the general public.

ARTICLE 4. INDEPENDENT CONTRACTOR.

The relationship between the parties under this Agreement shall be one of independent contractors. Neither Contractor nor any of its employees shall be employees or agents of 3M Cogent and are not entitled to participate in any 3M Cogent pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Contract.

Contractor employees or agents rendering services under this Agreement shall not be employees of Cogent for federal or state tax purposes, or for any other purpose. Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income the fees and compensation it receives from 3M Cogent pursuant to this agreement and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the payments made by 3M Cogent to Contractor shall be subject to withholding by 3M Cogent for the payment of social security, unemployment, or disability insurance, any other state or federal tax obligation of Contractor.

Contractor agrees to defend, indemnify and hold 3M Cogent harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists between 3M Cogent and Contractor by reason of this Contract.

3M Cogent assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Contract.

ARTICLE 5. FINGERPRINTING REQUIREMENTS.

Contractor shall provide to the 3M Cogent the names of all employees assigned to perform work under this Contract if requested. Compliance with standard Livescan operations, as defined by 3M Cogent in its Livescan training curriculum, is a condition of this Contract, and 3M Cogent reserves the right to suspend or terminate this Agreement at any time for noncompliance.

It is the responsibility of the Contractor to comply with personnel and security access requirements set forth by the 3M Cogent Privacy Statement as it relates to the collection of personal information.

It is 3M Cogent's policy to ensure that all Contractors are clear of any criminal record and Contractor or their employee's may be background checked, at 3M Cogent's expense, prior to becoming an Applicant Livescan Operator.

ARTICLE 6. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Contract, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Contract.

ARTICLE 7. TERMINATION.

Either Party may terminate this Agreement without cause upon giving the other Party thirty days written notice. Notice shall be deemed given when received by the Party, or no later than three days after the day of mailing, whichever is sooner. During the thirty day period the Contractor is required to facilitate and submit fingerprints for any remaining applicant scheduled for processing at the Contractor's facility. All transactions successfully submitted by the Contractor during this period, as well as any payments due the Contractor from 3M Cogent Systems, shall be paid by 3M Cogent. In the event of termination by either party, 3M Cogent will provide labels for the return of the Livescan equipment to 3M Cogent. Contractor is required and responsible to securely package the livescan devices and to return within five business days from receipt of the return labels. Failure to return the livescan device securely within the required timeframe will result in a chargeable fee equivalent to the value of the device.

ARTICLE 8. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this shall be assigned without the prior written consent of 3M Cogent, which shall not be unreasonably withheld. In the event of an assignment to which 3M Cogent has consented, the assignee or his/her or its legal representative, shall agree to perform, and be bound by all covenants and obligations contained in this Agreement.

ARTICLE 9. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument dated subsequent hereto, signed by the party to be charged.

ARTICLE 10. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable 3M Cogent policies, regulations, statutes or other laws regarding conflict of interest together with all provisions of the Contract relating to conflicts of interest. Contractor shall not hire any officer or employee of 3M Cogent to perform any service covered by this Contract.

ARTICLE 11. NONDISCRIMINATION.

It is the policy of the 3M Cogent that in connection with all services performed under contract, there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with all applicable federal and state laws.

ARTICLE 12. SEVERABILITY.

Should any term or provision of this Agreement be determined to be illegal or in conflict with any state or federal law, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 13. VENUE.

If any dispute shall arise concerning the interpretation or application of the terms of this Agreement, venue shall be proper in any federal or state court.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above shown.

3M COGENT

By: _____

Name: _____

Title: _____

CONTRACTOR:

By:  _____

Name: LES NIELSON

Title: BOARD CHAIR

Minnesota Fingerprint Site

STATEMENT OF WORK

Contractor will facilitate the Study Subjects background check transaction in the following ways:

1. Contractor will provide the internet connection required for operation of the Livescan, which includes the availability of internet ports required for incoming and outgoing communications with the Livescan
2. Contractor will review the Study Subject State accepted form of photo ID (same as used for completion of I9 form) before processing the Study Subject transaction. Positive ID for the Study Subject must be determined before moving forward. If positive ID cannot be established the Study Subject transaction must not be completed. Contractor will be provided a list of valid forms of State accepted ID's
3. Contractor will type/enter into the Livescan the unique identifier associated with the Study Subject registration in order to "pull down" the correct demographic information.
4. Contractor will ask the Study Subject to review their demographic information for correctness before proceeding with the collection of the Study Subject fingerprints.
5. Contractor will facilitate the collection of the Study Subject fingerprints and photo capture via the "hands-on" fingerprinting method. Study Subjects shall not fingerprint themselves. Contractor will collect Study Subject fingerprints, including one each of a Left and Right hand four finger "flats" scan. One each of Left and Right thumb "flats" scan and eight "roll" scans of the remaining fingers along with a facial image capture (photo).
6. Contractor will maintain a fingerprint rejection rate of less than (<) 3%. Rejection rates are available to every Contractor via 3M Cogent's online Site Administration web page.
7. Contractor will accept payment if the Study Subject had selected to pay for the transaction via (money order or cashiers check), to be noted and placed in a pre-addressed stamped envelope provided by 3M Cogent. Payments collected on 3M Cogent's behalf may be batched in a single envelope and mailed at the Contractor's discretion provided they are mailed not less than every week.
8. No additional fees may be established by the Contractor for the service of Study Subject fingerprinting unless specifically provided for by addendum to this agreement.
9. Contractor employees associated with the collection of Study Subject fingerprints are subject to a fingerprint/photo image based criminal background check, paid for by 3M Cogent.
10. Contractor will establish regular business hours for fingerprinting. Fingerprinting will be offered on a walk-in basis. At a minimum fingerprinting will occur at the Contractor's primary place of business during the Contractor's regular business hours Monday – Friday with evening and weekend hours available. These hours may be shortened or fewer days made available ONLY by advance agreement with 3M Cogent and no less than four available days per week. Contractor may offer extended or weekend hours at their discretion but these offerings must be communicated to 3M Cogent for posting on the 3M Cogent web page.

EXHIBIT B

3M Cogent Privacy Statement as it Relates to the Collection of Personal Information

Cogent Systems is committed to protecting the privacy of all applicants who utilize its Applicant Fingerprint Collection Services. This statement outlines our commitment to providing comprehensive privacy and security that ensures the protection of all data collected throughout the entire process including personal data, financial data (credit/debit card) details as well as the collection of applicant fingerprint data. The security is effective whether the collection of data takes place over the Cogent secured applicant services websites, over the telephone (call center) or at the any of the Cogent fingerprints enrollment centers.

Collection of Personal Information

In order to submit a fingerprint-based background check through the FBI, applicants are asked to provide demographic data about themselves including critical data elements such as name, date of birth, home address, Social Security Number, and address as well as other distinguishing characteristics such as weight, height, sex and race. In some cases, applicants may be asked to provide personal information, such as their e-mail address, home or work telephone number.

Depending on the payment type chosen, applicants may be asked for details concerning their credit/debit card. Data collected will include name of card holder, card number, expiration date, verification code, and billing address. Cogent is in compliance with the Payment Card Industry Data Security Standard (PCI -DSS) when processing, transmitting, or storing the applicant's credit/debit card data.

Use of Personal Information

Cogent collects and uses applicant's personal information to generate a complete FBI-compliant fingerprint-based background check record that can be electronically transmitted to state and/or federal authorities. Delivering a complete record is impossible without the collection of applicant's personal information. The collection of the required personal data and fingerprint images is done for the sole purpose of carrying out the fingerprint-based background check transaction requested by applicants. Applicant's personal information data is removed from the fingerprint capture station as the transaction is electronically transmitted to the Applicant Processing Secured Server, which is owned and operated by Cogent and is located at Cogent's offices in Pasadena, CA.

Sharing of Personal Information

Cogent will not disclose applicant's personal information to any entity outside of the designated recipients or authorized recipient of the background check results. The designated recipients may be the Federal Bureau of Investigation and/or the authorized State law enforcement entity. The authorized recipient of background check results is determined by state and federal law.

Cogent Fingerprint collection locations and their employee have access to personal Applicant information, including fingerprint images and demographic information, which are considered under the law to be confidential. Cogent's Fingerprint collection locations and their employees, Applicant Livescan Operators or ALO's, will not disclose any applicant's personal information. An ALO is responsible for understanding and complying with the written duties and responsibilities related to the protection, use and handling of confidential Applicant information. Cogent employees or sub-contractors are required to sign Cogent's Applicant Livescan Operator Non-Disclosure Form.

In the event that applicant's choose to pay for their transactions via a credit or a debit card, the applicant's credit card/debit card information will be submitted for payment approval by the applicant's bank or financial institution for the processing and approval of payment.

Cogent does not and will not share applicant's personal information with third parties for marketing or any other purposes.

Security of Personal Information

Cogent is committed to protecting the security of applicant's personal information. We utilize several security technologies to help protect applicants' personal information from unauthorized access, use, or disclosure. The first layer of protection is the deletion of an applicant's data from the fingerprint capture station as soon as the transmission is completed successfully. Other layers of security include the encryption of fingerprint-capture system drives, ensuring limited and authorized access only to the system. We also encrypt the transmission of personal information over the Internet and utilize the Secure Socket Layer (SSL) protocol for Web transmission.

To ensure the security of captured and transmitted data, Cogent utilizes 3DES encryption for the transaction between the fingerprint capture station and the secured central server which is located at Cogent's office. Cogent utilizes a custom secure package to ensure the integrity of the data being supplied and submitted electronically. Additionally, Cogent utilizes industry-standard encryption program to ensure that all data is securely transmitted between all systems.

Cogent retains applicant's data for a period of 30 days to ensure that applicant's transactions have been successfully processed by the FBI systems and also ensure that the payment for the transaction has cleared. At the end of the 30-day period, applicant's personal data is completely wiped out of the systems. It should be noted that another primary reason for temporarily retaining applicant's data is to allow for processing applicant's transaction for a second time, at no additional charge, in the event that a transaction is rejected by either the FBI or the State Repository.

EXHIBIT C
3M Cogent Fingerprint Collection Fees

3M Cogent Fee Collected from Applicant	3M Cogent Fee Paid to Contractor
< \$13.00	\$3.25
\$13.01 to \$15.99	\$3.50
\$16.00 to \$19.99	\$4.00

Resolution Kanabec County Board # HS - 2/22/17

3M Cogent Service Agreement resolution

WHEREAS, Kanabec County Family Services, Community Health and Timber Trails Public Transit are required to complete Net Study 2.0 background checks on staff, and

WHEREAS, a part of the background study process is a photograph and fingerprinting, which are unavailable here in Kanabec County at this time, and

WHEREAS, the County has the opportunity to acquire the photo and fingerprinting equipment and provide both services through a Service Agreement with 3M Cogent.

THEREFORE BE IT RESOLVED, the Kanabec County Board of Commissioners approves a Service Agreement with 3M Cogent to acquire the photo and fingerprinting equipment to provide Net Study 2.0 Background Studies.

Agenda Item #6

April 20, 2021

REQUEST FOR BOARD ACTION

a. Subject: Consider rescinding Resolution #13-5/5/20	b. Origination: Board of Commissioners
c. Estimated time: 10 Minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Resolution # _____ -4/20/21

WHEREAS, Resolution #13-5/5/20 was originally intended to be temporary in response to the COVID-19 pandemic; and

WHEREAS the County has not experienced drastic revenue reduction as a result of the pandemic; and

WHEREAS the Commissioners desire to take strategic steps to resume normal operations;

BE IT RESOLVED that Resolution #13-5/5/20 is rescinded effective immediately.

f. Background:

During the Regular Meeting on 5/5/2020, in response to the COVID-19 pandemic, the Board held a discussion regarding temporary restrictions of spending budgeting funds and hiring.

Action #13 – Gene Anderson introduced the following resolution and moved its adoption:

Resolution #13 – 5/5/20

BE IT RESOLVED that Board approval is required in advance of the purchase of any item costing \$1,000 or more, whether previously budgeted for or not, with the exclusion of regular maintenance items.

BE IT FURTHER RESOLVED that no employment positions shall be advertised without prior board approval, and that no vacant positions shall be filled without prior board approval from this day forward.

The motion was duly seconded by Craig Smith and upon a roll call vote being taken thereon, the following voted:

Dennis McNally, in favor
Craig Smith, in favor
Les Nielsen, in favor
Gene Anderson, in favor
Kathi Ellis, in favor

Whereupon the motion was passed.

Supporting Documents: None ☒ **Attached:**

Date received in County Coordinators Office:

Coordinators Comments:

Agenda Item # 7

April 20, 2021

REQUEST FOR BOARD ACTION

a. Subject: Policy Review P-104 Policy Against Offensive Conduct, Harassment and Violence	b. Origination: Coordinator's Office
c. Estimated time: 15 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Resolution # _____ - 4/20/21

WHEREAS, the Kanabec County Board of Commissioners has authority to establish and revise county personnel policies; and

WHEREAS, these policy recommendations have been reviewed in consultation with the County Attorney and labor attorney; and

WHEREAS, the County Human Resources Department recommends the adoption of new and updated policies to promote positive, productive, safe, and effective workplace culture and practices, and to support continued compliance with applicable law and regulations, and effective delivery of public services;

THEREFORE BE IT RESOLVED, Kanabec County shall adopt the following personnel policies effective 5/1/21:

- DISCRIMINATION AND HARASSMENT
- RESPECTFUL WORKPLACE

BE IT FURTHER RESOLVED that existing Policy P-104 Policy Against Offensive Conduct, Harassment and Violence is hereby rescinded on 5/1/21.

f. Background:

Per Board directive, the County Policy Against Offensive Conduct, Harassment and Violence (P-104) was scheduled for review.

Upon consultation with the labor attorney, it is recommended that the existing policy be rescinded and two policies be adopted. The two policies for recommended for adoption are (1) DISCRIMINATION AND HARASSMENT and (2) RESPECTFUL WORKPLACE.

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinator's Comments:

Upon successful adoption of these recommended policies, staff training will be conducted.

DISCRIMINATION AND HARASSMENT POLICY

I. Policy

It is the policy of Kanabec County to maintain a working environment that is free from offensive conduct, harassment, or discrimination of any type based on race, color, creed, sex, familial status, membership or activity in a local commission, national origin, gender, religion, disability, age, marital status, status with regard to public assistance, sexual orientation, or lawful participation in the Minnesota Medical Cannabis Patient Registry.

It shall be a violation of this policy for any County employee, agent, officer, commissioner or other elected or appointed official to engage in any type of discriminatory, offensive, or harassing verbal or physical conduct of a sexual nature or regarding race, color, creed, sex, familial status, membership or activity in a local commission, national origin, gender, religion, disability, age, marital status, status with regard to public assistance, sexual orientation, or lawful participation in the Minnesota Medical Cannabis Patient Registry towards any County employee, agent, officer, commissioner or other elected or appointed official, independent contractor, vendor, customer, member of the public, or any other individual with whom contact is made in an official County capacity, or to retaliate or threaten to retaliate against any individual opposing such discrimination or harassment. The County will investigate all complaints, either formal or informal, verbal or written, of such offensive, harassing, or discriminatory conduct and take disciplinary or other appropriate action against any employee or other individual under the control of the County who is found to have engaged in such conduct.

The County will also take appropriate action with respect to any instance in which an employee or individual under the County's control is subjected to offensive, discriminatory, or harassing conduct by a member of the public, independent contractor, vendor, customer, or any other individual with whom contact is made in an official County capacity.

II. Application of Policy

A. Discrimination arises when, except when based on a bona fide occupational qualification or non-discriminatory reason, an employer or any employee, because of an individual's race, color, creed, sex, familial status, membership or activity in a local commission, national origin, gender, religion, disability, age, status with regard to public assistance, marital status, sexual orientation, or lawful participation in the Minnesota Medical Cannabis Patient Registry:

1. refuses to hire or maintains a system of employment which unreasonably excludes the person seeking employment;
2. discharges the employee;

3. disfavors the employee with respect to hiring, tenure, compensation, terms, upgrading, conditions, facilities, or privileges of employment;
 4. segregates or separates the employee from other similarly situated employees; or
 5. harasses the employee.
- B. Harassment consists of physical or verbal conduct, including, but not limited to electronic communications, relating to an individual's race, color, creed, religion, national origin, sex, gender, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation, age, or lawful participation in the Minnesota Medical Cannabis Patient Registry when:
1. the conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
 2. the conduct has the purpose or effect of substantially interfering with an individual's employment;
 3. the conduct otherwise adversely affects an individual's employment;
 4. submission to conduct of a derogatory, harassing, or biased nature based on an individual's protected classification is made a term or condition, either explicitly or implicitly, of obtaining employment; or
 5. submission to or rejection of conduct by an individual that is of a derogatory, harassing, or biased nature based on the individual's protected classification is used as a factor in decisions affecting that individual's employment.
- C. Sexual harassment includes unwelcome physical or verbal conduct relating to an individual's gender or directed at an individual because of gender; unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual or gender-biased nature when:
1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment;
 2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or

3. That conduct or communication has the purpose or effect of substantially interfering with an individual's employment, or creating an intimidating, hostile, or offensive employment environment.

Examples of sexual/gender harassment may include but are not limited to:

- Unwelcome verbal harassment or abuse;
- Unwelcome pressure for sexual activity;
- Unwelcome sexually motivated or inappropriate patting, pinching or physical contact;
- Unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment;
- Unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises or preferential treatment with regard to an individual's employment;
- Any sexually motivated unwelcome touching;
- Distribution or display of written materials, pictures, or other graphics of a sexual or gender-biased nature; or
- Other unwelcome behavior or words directed at an individual because of the individual's gender.

D. Harassment and discrimination may occur:

1. Between a supervisor and an employee;
2. Between coworkers;
3. Between any County employee, agent, officer, commissioner or other elected or appointed official and a member of the public, any other County employee, agent, officer, commissioner or other elected or appointed official, independent contractor, vendor, customer, or any other individual with whom contact is made in an official County capacity.

III. Reporting and Addressing Policy Violations

A. Reporting Procedures.

Any employee who believes they have been subject to conduct in violation of this policy and any employee who has knowledge, direct or indirect, of a perceived violation of this policy must immediately report the alleged conduct to a supervisor, department head, or the County Coordinator. Any supervisor or department head who receives such a report must immediately inform the County Coordinator, without first screening or investigating the report.

When making a report, the reporting party shall clearly describe the conduct and shall identify the complaint as one of harassment or discrimination under this policy. The County encourages the reporting party to make reports in writing, but oral reports will be considered a complaint as well.

B. Special Reporting Procedures.

If the County Coordinator is accused of harassing or discriminatory conduct, the reporting employee should make a report to the County Attorney, who will confer with the County Board Chair and County Board regarding appropriate investigation and action.

If a County Commissioner or any other elected or appointed member of another County committee, authority, board, or commission is accused of harassing or discriminatory conduct involving County personnel, the reporting employee should make a report to the County Coordinator, who will refer it to the County Attorney for the necessary investigation. The County Attorney will report the investigation findings to the County Board, which will take the action it deems appropriate.

If a County Commissioner or other elected or appointed official, volunteer, contractor, or other non-employee is the victim of harassing or discriminatory conduct, the County Attorney will be consulted as to the appropriate course of action.

C. Investigation.

Upon receipt of a report or complaint alleging harassment, discrimination, or retaliation under this policy, the County Coordinator will promptly undertake or authorize an investigation, unless the matter can be resolved informally. The County, in its sole discretion, will determine whether the investigation should be handled internally or referred to an outside investigator. In the event that the County Coordinator is the subject of the complaint, the investigation may be authorized by the County Attorney in consultation with the County Board. The following basic investigation guidelines shall apply:

- The individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. Typically, the investigator will obtain a

detailed description of the alleged harassment or discrimination, including date, time, and place of such behavior along with:

- Corroborating evidence.
- A list of potential witnesses, if any.
- Identification of the offender.
- During the investigation, the alleged offender will be informed of the allegations and given the opportunity to answer questions and respond to the allegations. The County will follow any applicable policies or laws in the investigatory process.
- The County may take immediate steps, at its discretion, to protect the reporting employee or other individuals under its control pending completion of an investigation of alleged violation of this policy.
- The investigator will make a written report upon completion of the investigation, including a determination of whether the allegations have been substantiated and, if so, whether the facts establish a violation of this policy.
- The County will notify the reporting or impacted employee upon completion of the investigation.

D. Action.

The County will take appropriate action based on the results of the investigation. If the County determines based on the investigation that an employee has violated this policy, the County may impose. The County may also take any other action appropriate to resolve the complaint and prevent the conduct from recurring.

IV. Confidentiality

A person reporting or witnessing a violation of this policy cannot be guaranteed anonymity. The person's name and statements may have to be provided to the alleged offender, other witnesses, and/or others who have a need to know the information or as otherwise required by law. All complaints and investigative materials will be contained in a file separate from the involved employees' personnel files, except that any documentation of wrongdoing and/or disciplinary action may be placed in the offending employee's personnel file.

The County will only disclose information about the allegations, findings, conclusions, and any remedial action as allowed or required by the Minnesota Government Data Practices Act and any other applicable laws.

V. Retaliation

Retaliation against any person who reports alleged violations of this policy or against any participant in an investigation, proceeding, or hearing relating to the report of alleged violations is prohibited. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. Consistent with the terms of applicable statutes and County policies, the County may discipline any employee who engages in retaliation, up to and including immediate discharge.

RESPECTFUL WORKPLACE POLICY

I. Policy

It is the County's policy to maintain a respectful work environment free from violence, discrimination, and other offensive and degrading remarks or conduct. Maintaining a respectful work environment is a shared responsibility. This policy is applicable to all County employees, agents, officers, volunteers, commissioners, and elected or appointed officials.

The intent of this policy is to provide general guidelines about conduct that is and is not appropriate in the workplace and other County-sponsored events. The County acknowledges this policy cannot possibly predict all situations that might arise.

II. Types of Disrespectful Workplace Behavior

The following behaviors are considered disrespectful and are prohibited:

- Violent behavior, which includes the use of physical force, harassment, bullying, or intimidation.
- Discriminatory behavior, as described in the Discrimination and Harassment Policy.
- Harassment, including sexual harassment, as described in the Discrimination and Harassment Policy.
- Offensive behavior, which may include such actions as rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, or disparaging language. It is not possible to anticipate in this policy every example of offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, taking into account the sensibilities of employees and the possibility of public reaction. The standard for how employees treat one another and the public will be the same throughout the County. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the County Coordinator.
- Intentional or repeated failure to use the name and pronouns corresponding to an employee's gender identity.

III. Employee Reporting of Disrespectful Workplace Behavior

Employees should use the following procedures for addressing disrespectful workplace behavior:

- Employees who are comfortable doing so should first address disrespectful behavior directly with the individual engaging in such behavior by professionally and firmly informing the individual about the conduct the employee believes is disrespectful and asking the individual to stop such behavior.
- If the employee is not comfortable addressing the offender directly or if doing so does not stop the disrespectful conduct, the employee should report their concerns to the employee's supervisor or department head, who will document the issue and determine how best it should be addressed.
- Employees should promptly report any disrespectful workplace behavior they have experienced or observed to allow for appropriate and timely corrective action.
- Employees should contact their supervisor, department head, or Human Resources to request assistance if they do not feel comfortable with an active situation involving disrespectful workplace behavior or if the employee sees or overhears such behavior and reasonably believes intervention is necessary. If there is a concern about the possibility of violence, an employee should use their discretion to call 911 and then to notify a supervisor as soon as feasible.
- Any employee who observes sexual harassment or discriminatory behavior, or receives a report about such conduct, must report it promptly to a supervisor or the department head.
- If an employee believes that inadequate action has been taken on the employee's report of disrespectful workplace behavior after a reasonable length of time following the employee's report to the supervisor or department head, the employee should report the behavior to the County Coordinator.

IV. Response to Allegations of Disrespectful Workplace Behavior

Supervisors will take all complaints of disrespectful workplace behavior seriously and act in accordance with these provisions.

Supervisors must promptly report all allegations of harassing or discriminatory behavior to the department head and Human Resources, who will determine how to address the allegations. A supervisor must complete this report even if the complainant requests otherwise.

Upon receiving a complaint of disrespectful workplace behavior other than harassing and discriminatory behavior, supervisors will use the following guidelines to address such

reports, though the exact process followed will depend on the particular circumstances of the complaint:

- Upon receiving a report of disrespectful workplace behavior, the supervisor will ask the reporting employee what type of resolution the employee is seeking, though the County cannot guarantee any particular outcome or action.
- The supervisor must notify the department head about the allegations, unless the allegations are against the department head, in which case the supervisor will notify Human Resources.
- If the nature of the allegations and the wishes of the reporting employee warrant a simple intervention, the supervisor may choose to handle the matter informally. The supervisor may conduct a coaching session with the subject of the report, explaining the impact of the employee's actions and directing that the conduct must not reoccur. This approach is particularly appropriate when there is some ambiguity about whether the conduct was disrespectful.
- If a formal investigation is warranted, the County, in its sole discretion, will determine whether the investigation should be handled internally or referred to an outside investigator.
- During any investigation, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. Typically, the investigator will obtain a detailed description of the alleged disrespectful workplace behavior, including date, time, and place of such behavior along with:
 - Corroborating evidence.
 - A list of potential witnesses, if any.
 - Identification of the offender.
- During the investigation, the alleged offender will be informed of the allegations and given the opportunity to answer questions and respond to the allegations. The County will follow any applicable policies or laws in the investigatory process.
- The County may take immediate steps, at its discretion, to protect the reporting employee or other individuals under its control pending completion of an investigation of alleged violation of this policy.
- The County will take appropriate action based on the results of the investigation. If the County determines based on the investigation that an employee has violated this policy, the County may impose any level of discipline it deems appropriate up

to and including immediate discharge. The County may also take any other action appropriate to resolve the complaint and prevent the conduct from recurring.

- The County will notify the reporting or impacted employee upon completion of the investigation.

V. Special Reporting Procedures

When the supervisor is the employee accused of disrespectful workplace behavior, the reporting employee should make a report to the department head or the County Coordinator, who will determine how to proceed with processing the complaint in light of the guidelines above.

If the County Coordinator is accused of disrespectful workplace behavior, the reporting employee should make a report to the County Attorney, who will confer with the County Board Chair and County Board regarding appropriate investigation and action.

If a County commissioner or other appointed or elected official is accused of disrespectful workplace behavior involving County personnel, the reporting employee should make a report to the County Coordinator, who will refer it to the County Attorney for the necessary investigation. The County Attorney will update the County Board, which will take the action it deems appropriate.

If a County commissioner or other elected or appointed official, volunteer, contractor, or other non-employee is the victim of disrespectful workplace behavior, the County Attorney will be consulted as to the appropriate course of action.

VI. Confidentiality

A person reporting or witnessing a violation of this policy cannot be guaranteed anonymity. The person's name and statements may have to be provided to the alleged offender, other witnesses, and/or others who have a need to know the information or as otherwise required by law. All complaints and investigative materials will be contained in a file separate from the involved employees' personnel files, except that any documentation of wrongdoing and/or disciplinary action may be placed in the offending employee's personnel file.

The County will only disclose information about the allegations, findings, conclusions, and any remedial action as allowed or required by the Minnesota Government Data Practices Act and any other applicable laws.

VII. Retaliation

Retaliation against any person who reports alleged violations of this policy or against any participant in an investigation, proceeding, or hearing relating to the report of alleged violations is prohibited. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. Consistent with the terms of applicable statutes and

County policies, the County may discipline any employee who engages in retaliation, up to and including immediate discharge.

Policy: P-104
Approved: 10-11-95
Effective: 10-11-95
Supersedes (Eff): n/a

KANABEC COUNTY POLICY AGAINST OFFENSIVE CONDUCT, HARASSMENT AND VIOLENCE

I. GENERAL STATEMENT OF POLICY

It is the policy of Kanabec County (hereinafter “County”) to maintain an environment that is free from offensive conduct, harassment and violence including that which is based on race, national origin, gender, religion, disability, age, marital status, status with regard to public assistance or sexual orientation. The County prohibits any form of discrimination, harassment or violence based upon religion, race, gender, marital status, age, national origin, status with regard to public assistance, sexual orientation or disability.

It shall be a violation of this policy for any employee, agent, officer, commissioner or other elected official of the County to engage in offensive or harassing verbal or physical conduct of a sexual nature or regarding race, national origin, gender, religion, disability, age, status with regard to public assistance, marital status or sexual orientation towards any County employee, officer, agent, or member of the public seeking public services or public accommodations.

It shall be a violation of this policy for any County employee, agent, officer, commissioner or other elected official to inflict, threaten to inflict, or attempt to inflict sexual violence based on religion, race, gender, marital status, status with regard to public assistance, sexual orientation, age, national origin or disability, upon any employee, agent, officer, or member of the public seeking services or accommodation from the County.

The County will act to investigate all complaints, either formal or informal, verbal or written, of offensive, harassing or violent conduct of a sexual nature or based upon religion, national origin, race, gender, sexual orientation, marital status, status with regard to public assistance, age, or disability, and to discipline or take appropriate action against any employee, agent, officer, commissioner or other elected official who is found to have violated this policy.

II. OFFENSIVE CONDUCT, HARASSMENT AND VIOLENCE DEFINED

A. Sexual Gender Based Offensive Conduct or Harassment: Definition.

Sexual/Gender based offensive conduct and/or harassment includes unwelcome

physical or verbal conduct relating to an individual's gender or directed at an individual because of gender; unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual or gender biased nature when:

1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, public services or public accommodations;
2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, public services or public accommodations; or
3. That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or use of public services or public accommodations or creating an intimidating, hostile or offensive employment, public service or public accommodation environment.

Examples of sexual/gender harassment may include but are not limited to:

- i. unwelcome verbal remarks, jokes or innuendos of a sexual nature or based upon gender;
- ii. unwelcome pressure for sexual activity;
- iii. unwelcome, sexually motivated or inappropriate patting, pinching, or other physical contact;
- iv. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or access to public services or public accommodations;
- v. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises or preferential treatment with regard to an individual's employment or access to public services or public accommodations;
- vi. any sexually motivated unwelcome touching;
- vii. distribution or display of written materials, pictures or other graphics of a sexual or gender biased nature;
- viii. other unwelcome behavior or words directed at an individual because of gender.

B. Sexual Violence: Definition.

Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts including the genital area, groin, inner thigh, buttocks or breasts, as well as the clothing covering these areas.

Sexual violence may include, but is not limited to:

1. touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
2. coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
3. coercing, forcing or attempting to coerce or force a sexual act on another; or
4. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

C. Race/National Origin Based Offensive Conduct/Harassment and Bias: Definition.

Racial/national origin harassment and/or bias occurs when:

1. submission to conduct or communications of a derogatory, harassing or biased nature based on race/national origin is made a term or condition, either explicitly or implicitly, of obtaining, or retaining employment, or of obtaining or retaining access to public services or public accommodations;
2. submission to or rejection of conduct or communications of a derogatory, harassing or biased nature based on race/national origin by an individual is used as a factor in decisions affecting that individuals employment or access to public services or public accommodations; or
3. the conduct or communication of a derogatory, harassing or biased nature based on race/national origin has the purpose or effect of substantially interfering with an individuals employment or use or public services/accommodations or creating an intimidating, hostile or offensive employment or public service/accommodation environment.

D. Racial/National Origin Violence: Definition.

Racial/National Origin violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race or national origin.

E. Religion Based Offensive Conduct/Harassment and Religious Bias: Definition.

Religious harassment/bias occurs when:

1. submission to conduct or communications of a religiously derogatory, harassing

or biased nature is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining or retaining public services/accommodations;

2. submission to or rejection of conduct or communications of a religiously derogatory, harassing or biased nature by an individual is used as a factor in decisions affecting that individuals employment or access to public services/accommodations; or
3. the conduct or communication of a religiously derogatory, harassing or biased nature has the purpose or effect of substantially interfering with an individuals employment or use of public services/accommodations or of creating an intimidating, hostile or offensive employment or public service/accommodation environment.

F. Religious Violence: Definition.

Religious violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, religion.

G. Disability Based Offensive Conduct/Harassment and Disability Bias: Definition.

Disability based harassment and/or bias occurs when:

1. submission to conduct or communications of a derogatory, harassing or biased nature which is based on an individuals disability is make a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining or retaining public services/accommodations;
2. submission to or rejection of conduct or communications of a derogatory, harassing or biased nature based on a individuals disability, by an individual is used as a factor in decisions affecting that individuals employment or access to public services/accommodations; or
3. the conduct or communication of a derogatory, harassing or biased nature based on an individuals disability has the purpose or effect of substantially interfering with an individuals employment or use of public services/accommodations or of creating an intimidating, hostile or offensive employment or public service/accommodation environment.

H. Age Based Offensive Conduct/Harassment and Age Bias: Definition.

Age based harassment and/or bias occurs when:

1. submission to conduct or communications of a derogatory, harassing or biased nature which is based on an individual's age is made a term of condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining

or retaining public services/accommodations;

2. submission to or rejection of conduct or communications of a derogatory, harassing or biased nature based on an individual's age, by an individual is used as a factor in decisions affecting that individual's employment or access to public services/accommodations; or
3. the conduct or communication of a derogatory, harassing or biased nature based on an individual's age has the purpose or effect of substantially interfering with an individual's employment or use of public services/accommodations or of creating an intimidating, hostile or offensive employment or public service/accommodation environment.

I. Marital Status Based Offensive Conduct/Harassment and Marital Status Bias: Definition.

"Marital status" means whether a person is single, married, remarried, divorced, separated or a surviving spouse, and in employment cases includes protection against discrimination on the basis of the identity, situation, actions or beliefs of a spouse or former spouse.

Marital status based harassment and/or bias occurs when:

1. submission to conduct or communications of a derogatory, harassing or biased nature which is based on an individual's marital status is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining or retaining public services/accommodations;
2. submission to or rejection of conduct or communications of a derogatory, harassing or biased nature based on an individual's marital status, by an individual is used as a factor in decisions affecting that individual's employment or access to public services/accommodations; or
3. the conduct or communication of a derogatory, harassing or biased nature based on an individual's marital status has the purpose or effect of substantially interfering with an individual's employment or use of public services/accommodations or of creating an intimidating, hostile or offensive employment or public service/accommodation environment.

J. Status With Regard to Public Assistance Based Offensive Conduct/Harassment and Bias: Definition.

"Status with regards to public assistance" means the condition of being a recipient of federal, state or local assistance, including medical assistance, housing subsidies, AFDC or general assistance.

Public assistance status based harassment and/or bias occurs when:

1. submission to conduct or communications of a derogatory, harassing or biased nature which is based on an individual's status with regard to public assistance, as defined above, which is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining or retaining public services/accommodations;
2. submission to or rejection of conduct or communications of a derogatory, harassing or biased nature based on an individual's status with regard to public assistance, by an individual is used as a factor in decisions affecting that individual's employment or access to public services/accommodations; or
3. the conduct or communication of a derogatory, harassing or biased nature based on an individual's status with regard to public assistance has the purpose or effect of substantially interfering with an individual's employment or use of public services/accommodations or of creating an intimidating, hostile or offensive employment or public service/accommodation environment.

K. Sexual Orientation Based Offensive Conduct/Harassment and Bias: Definition.

“Sexual Orientation” means having or being perceived as having an emotional, physical or sexual attachment to another person without regard to the sex of that person or being perceived as having an orientation for such an attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. “Sexual orientation” does not include physical or sexual attachment to children by an adult.

Sexual orientation based offensive conduct/harassment and/or bias occurs when:

1. submission to conduct or communications of a derogatory, harassing or biased nature which is based on an individual's sexual orientation, as defined above, is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining or retaining public services/accommodations;
2. submission to or rejection of conduct or communications of a derogatory, harassing or biased nature based on an individual's sexual orientation, by an individual is used as a factor in decisions affecting that individual's employment or access to public services/accommodations; or
3. the conduct or communication of a derogatory, harassing or biased nature based on an individual's sexual orientation has the purpose or effect of substantially interfering with an individual's employment or use of public services/accommodations or of creating an intimidating hostile or offensive employment or public service/accommodation environment. See also Section II A, Sexual Harassment.

L. Sexual Orientation Based Violence: Definition.

Sexual orientation violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, that individuals actual or perceived sexual orientation.

M. Assault: Definition. Assault is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;
2. the intentional infliction of or attempt to inflict bodily harm upon another; or
3. the threat to do bodily harm to another with present ability to carry out the threat.

N. Applicability: Offensive conduct, harassment or bias may occur:

1. Between a supervisor and an employee;
2. Between co-employees;
3. Between an employee or supervisor and a member of the public seeking to obtain or use public services/accommodations;
4. Between a commissioner or other elected official and an employee or member of the public receiving or seeking public services/accommodations.
5. Between an agent of the county and an employee, Supervisor, elected official or member of the public.

III. REPORTING PROCEDURES

Any person who believes he or she had been the victim of offensive conduct of a sexual nature, sexual harassment or harassment or bias based on race, national origin, gender, religion, disability, age, marital status, status with regard to public assistance or sexual orientation by an employee, agent, official, commissioner or other elected official of the County, or any person with knowledge or belief of conduct which may constitute such harassment or bias toward an employee, official or member of the public seeking or receiving public services or accommodations, shall report the alleged conduct immediately to their immediate supervisor, their department head, the County Coordinator, or Board-designated alternate.

The County encourages the reporting party or complainant to submit a written report, but oral report shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to the County Coordinator, or Board-designated alternate.

A. In Each County Department

1. The department head of each department is the person responsible for receiving oral or written reports of all types of offensive conduct, harassment and bias described in Section II, at the department level, though nothing in the section restricts an employee from reporting to their immediate supervisor, County Coordinator, or Board-designated alternate.
2. Any supervisory employee, whether or not the person is a department head, who receives a formal or informal, oral or written report of harassment, bias or violence as defined in this policy, shall inform the department head immediately without screening or investigating the report, unless the department head is involved in the alleged harassment, bias or violence. In the event that the department head is involved the report shall be made directly to the County Coordinator or Alternate as described below. Failure of a supervisory employee to forward such a report to the appropriate party shall be grounds for discipline.
3. Upon receipt of a report, the department head must notify the County Coordinator immediately, without screening or investigating the report. The department head may request, but may not insist upon, a written complaint by the complainant. A written statement of the facts alleged will be forwarded as soon as practical by the department-head to the County Coordinator. If the report was given verbally, the department head shall personally reduce it to written form within one working day and forward it to the County Coordinator.
 - a. If a department head is not a party to the complaint, and believes immediate action must take place to prevent harm or preserve evidence, the department head may begin an immediate investigation. Nothing in this section relieves the department head of responsibility to notify the County Coordinator or Board-designated alternate at the first opportunity.
 - b. Failure to forward any harassment or violence report or complaint as provided herein will result in disciplinary action against the department head.
4. If the complaint involves the department head, the complaint shall be made or filed with their immediate supervisor or directly with the County Coordinator or Board-designated alternate by the reporting party or complainant.

B. County-Wide.

1. The County Board hereby designates the County Coordinator to receive reports of sexual harassment and of offensive conduct, harassment and violence based on race, national origin gender, religion, disability, age, marital status, status with regard to public assistance or sexual orientation.

2. If the complaint involves the County Coordinator the complaint shall be filed directly with the Board-designated alternate.
 3. The County shall conspicuously post the address and telephone number of the persons designated to receive reports as described herein.
- C. Submission of a good faith complaint or report of offensive or harassing conduct of a sexual nature or offensive conduct, harassment, bias or violence based on race, national origin, gender, religion, disability, age, marital status, status with regard to public assistance or sexual orientation shall not affect the reporter's future employment or access to public services or public accommodations.
 - D. The County will process complaints made under this policy as discreetly as possible, consistent with the County's legal obligations and the necessity to investigate allegations of discriminatory harassment and violence and take disciplinary action when the conduct has occurred.

IV. INVESTIGATION

- A. By authority of the County Board, the County Coordinator, or Board-designated alternate, (or department head pursuant to III.A.3.) upon receipt of a report or complaint of offensive or harassing conduct of a sexual nature or offensive conduct, harassment, bias or violence based on race, national origin, gender, religion, disability, age, marital status, status with regard to public assistance or sexual orientation, shall undertake or authorize an investigation. The investigation may be conducted by County officials or by a third party designated by the County.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the County should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and the surrounding circumstances.
- D. In addition, the County may take immediate steps, at its discretion, to protect the complainant and other employees or members of the public pending completion of the investigation.

- E. The County Coordinator shall make a written report including determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy. If the complaint involves the Coordinator and is being handled by the Board-designated alternate, the final report will be submitted to the County Board of Commissioners.

V. COUNTY ACTION

- A. The County will take such action as appropriate based on the results of the investigation. In the event that the investigation establishes that a violation of this policy has occurred, disciplinary action may be taken.
- B. Consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes § 13.01 et. seq., the results of the County's investigation will be made available to the complainant.

VII. REPRISAL

The County will discipline or take appropriate action against any employee, officer, commissioner, agent or other elected official who retaliates against any person who reports alleged harassment, bias or violence under this policy or any person who testifies, assists or participates in a proceeding or hearing relating to such harassment, bias or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VII. DISCIPLINE

Any County action taken against an individual pursuant to this policy shall be consistent with the requirements of:

- A. Applicable Collective Bargaining Agreements;
- B. County Policies;
- C. State and Federal Law.

The County will take such disciplinary action it deems necessary and appropriate, including warning, suspension immediate discharge or other appropriate action to end discriminatory harassment and violence and prevent its recurrence.

VIII. DISSEMINATION OF POLICY

- A. This policy shall be conspicuously posted in each county building in areas accessible to employees and members of the public.
- B. This policy shall be distributed to all employees upon its adoption and to all new employees upon hire.