

# Kanabec County Board of Commissioners

# **Regular Meeting Agenda**

The Meeting of June 7, 2022

- 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) may be limited and social distancing/safety protocol may 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: 2487 585 1422

#### Video Meeting link:

https://kanabeccounty.webex.com/kanabeccounty/j.php?MTID=m9557ebc4b92b1c50a87ca7564a130243

Meeting number: 2487 585 1422

Password: xpAhy3JNa76 (97249356 from video systems)

**To be held at:** Kanabec County Courthouse

**Board Meeting Room #164** 

18 North Vine Street Mora, MN 55051

Please use the Maple Ave parking lot and entrance.

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

9:00am a. Pledge of Allegiance

b. Agenda approval

9:05am Recess county board to a time immediately following the CHB.

**Community Health Board** 

9:30am Chuck Hurd, Family Services Director- Request to Enter into Mediation with DHS

9:45am Tim Jacobs, Auditor Tax and Property- Tax Forfeit Land Sale

10:05am Denise Snyder, Auditor/Treasurer-

- a. Tax Forfeit Property Clean Up Discussion
- b. Approve 2022-2023 Liquor & Tobacco License Renewals
- c. Approve New Liquor & Tobacco Licenses for Crows Nest
- d. Approve New Tobacco License for Dollar General
- e. Approve Purchase of Replacement Printer for A/T Office



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 10:25am Kim Christenson, HR Specialist-

- a. Request to Send Job Description to be Scored
- b. Results for Sheriff's Office Systems Analyst Scoring

#### 10:30am Public Comment

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

Access Code: 2487 585 1422

10:45am Lisa Blowers, I.S. Director-

- a. Help America Vote Act (HAVA)- 2022 Election Security Grant Expenditure Request
- b. Department Update

10:55am Chad Gramentz, Public Works

## Other business to be conducted as time is available:

- 1. Minutes
- 2. Paid Bills
- 3. Regular Bills
  - a. Revenue Fund
  - b. Road & Bridge
- 4. SCORE Claims
- 5. Consider Approval of Collective Bargaining Agreement- Local 49
- 6. Consider 2023 Budget Calendar and Set Preliminary Goals
- 7. Request for Approval of Memorandum of Understanding Between the State of Minnesota, 10<sup>th</sup> Judicial District and Kanabec County for Courtroom Technology Upgrade
- 8. Request Approval for Animal Control Agreement
- 9. Consider Proposed Revisions to Gambling Policy A-107
- 10. Future Agenda Items
- 11. Closed Session- Union Negotiation Strategy–(This portion of the meeting may be closed pursuant to Minnesota Statute §13D.03)
- 12. Discuss any other matters that may come before the County Board

**ADJOURN** 

# Kanabec County Community Health Board AGENDA

Tuesday, June 7, 2022 9:05 a.m.

1.	Call meeting to order	
2.	Agenda Approval	page 1
3.	Lori Swanson, Statewide Health Improvement Partnership, Coordina -See attached talking points	tor Presentation page 2-3
4.	Director's Report - Staffing –HHA ongoing - Opioid Settlement Fund - RPC grant - Coronavirus Update/Response Activities	page 4
5.	Timber Trails Public Transit  - Head Start Vehicle Lease  - Action requested  - See attached Agreement and resolution  - 2023 Operating Grant  - Action requested  - See attached resolution	page 5-9 page 10
6.	Financial Reports  - see attached  - Trial Balance  - April 2022 Financial Report	page 11-12 page 13
7.	Abstract Approval - Action Requested - See attached Abstract and Vendor List	page 14-22

8.

9.

**Other Business** 

Adjourn





### Statewide Health Improvement Partnership (SHIP)/Partners in Healthy Living

## **Why Prevention Matters:**

- ➤ Ninety percent of the nation's health care costs are for people with chronic conditions, and the majority of those costs are preventable
- ➤ U.S. Centers for Disease Control and Prevention (CDC) shows Minnesota's adult obesity rate in 2020 was 30.7%
- Cost of obesity in Minnesota: \$3.2 billion per year (CDC)
- ➤ Cost of smoking in Minnesota: \$3.3 billion per year (BCBS)

#### SHIP's Goals:

- ➤ Help Minnesotans live longer, healthier lives by preventing risk factors that lead to chronic disease and death. (i.e. cancer, heart disease, type 2 diabetes, stroke)
- > Build the capacity of communities to create health by:
  - o Supporting healthy eating MN Eats
  - o Supporting regular physical activity MN Moves
  - o Reducing commercial tobacco use MN Tobacco-Free Living
  - Supporting community well-being, including mental, physical, social, and emotional health – MN Well-being

### PiHL's Goals (11/01/2021-10/31/2022):

- ➤ Create opportunities for more community members to access community gardens and educate them on the advantages of growing their own food.
- ➤ Encourage SNAP/EBT acceptance and a voucher produce program at Farmers Markets to increase access to fresh, local fruits and vegetables.
- ➤ Increase physical activity, healthy eating opportunities, and smoke-free environments in the community through a comprehensive health in all approach.
- ➤ Increase awareness and education on the current youth tobacco use rates and the harmful effects of tobacco products, along with policy options to address the current youth tobacco use issues.
- > Update tobacco point of sale ordinances to reflect the State Tobacco 21 law.
- Conduct tobacco audits at all tobacco retailers (Price, Promotion, Placement, Product)
- ➤ All workplaces will have received education on tobacco free grounds including model policy language.
- Work with healthcare systems to implement a tobacco intervention program
- Community Health Needs Assessment will be completed within the healthcare systems to identify gaps and barriers within the community regarding healthy food access and food insecurity issues.

- ➤ Work with school partners to implement farm to school and school based agriculture, smarter lunchrooms, healthy celebrations, fundraiser restrictions, and staff role modeling.
- > Provide educational resources specific to the new Physical Education Standards to all school partners, and assist them in working through implementation of the new guidelines.
- > School partners will discuss ways to increase opportunities for students to be physically active through movement breaks and active classroom initiatives, and look into expanding options for activity breaks during the winter months.
- ➤ Provide tobacco cessation resources, as well as support the school in choosing a tobacco education curriculum to implement in either 6th, 7th or 8th grade.
- ➤ Increasing opportunities to address the well-being of students by including social emotional learning practices in the school system, along with incorporating mindfulness activities for students.
- ➤ Develop asset based narratives around health and well-being.
- > Provide opportunities for community members to share family and community strengths that contribute to well-being.
- > Increase capacity for school and workplace well-being. Investigate evidence-based tools to address mental health and well-being.

## **Additional Components:**

- ➤ 2022 East Central Regional Community Health Survey
- > Settings: worksite, schools, healthcare, community, early childhood education/child care
- ➤ Policy, Systems, and Environmental Changes
- ➤ Mini-grant funding
- > Communications/Community Engagement
- ➤ Health Equity
- > Reach (number of people we are reaching)
- > 2022-2026 Grant Application

#### **Partners:**

Kanabec	Pine	Isanti	Mille Lacs
Mora Farmers Market	Pine City Community Garden	Cambridge Farmers Market	Mille Lacs County Farmers
			Market
Kanabec County	Pine County	Isanti County	Mille Lacs County
City of Mora	Pine City Elementary	Allina Health – CMC	Onamia Drug Free Coalition
Ogilvie Elementary	Pine City High School	Woodland Campus	City of Isle
Ogilvie High School	Hinckley Elementary	Grace Pointe Crossing	Fairview Northland
Mora Elementary	Hinckley High School	Cambridge-Isanti School	Princeton South Elementary
		District	
Mora High School	Empower Area Learning Center	East Central Energy	Princeton North Elementary
Welia Health	Willow River Elementary	Anoka- Ramsey Cambridge	Princeton Middle School
	School	Campus	
Recovering Hope	Willow River High School	Freedom Center	Princeton High School
Lakes and Pines, CAC	East Central Elementary	Woodcraft Industries, Inc.	Princeton Family Center
Ogilvie School District	East Central High School	Advanced Telemetry	Princeton School District
		Systems, Inc.	
Mora School District	Essentia Health	Coborns - Isanti	
	Culligan		
	City of Pine City		
	East Central School District		

# Kanabec County Community Health/Timber Trails Director's Report June 2022

### **Community Health Report**

Staffing: HHA

#### **Opioid Settlement Fund:**

There is a webinar scheduled for Monday, June 6. If new information is gleaned from that webinar, it will be brought to the Board of Commissioners meeting.

Public Health is facilitating the gathering of local data regarding opioid use/abuse, effect on community, resources available, gaps in services etc. and will then prepare a presentation to be given to the community.

- 1. Schedule a meeting (open to the public) for municipalities to attend.
- 2. Attend the October Township Association Meeting.
- 3. Other meetings TBD.

## **Regional Prevention Coordination Grant (RPC):**

The Regional Prevention Coordination grant is funded through the MN Department of Human Services. The grant year runs from July – June and funding is received on a reimbursement basis. The total grant amount for the current fiscal year is being underspent due to a couple of factors: 1. COVID-19 caused the cancellation of travel, face-to-face trainings and meetings, regional and state conferences; 2. Program supply costs were down due to inability to meet face-to-face and everything being held virtually. Kanabec County has approximately \$23,000 available in its contracted amount to spend on DHS approved costs. In an effort to maximize resources, the Regional Prevention Coordinators have proposed the use of funds for state-wide prevention initiatives that will benefit prevention professionals and work in each of region.

Funding will be used to sponsor quality Keynote Speakers at the Annual Prevention Program Sharing Conference as well as to contract with the Minnesota Prevention Resource Center to provide technical and logistical support to regions. Region 4 would fund at least three keynote speakers for Program Sharing 2022 (up to \$15,000), and up to \$5,000 toward the technical and logistical support which will be completely reimbursed by the RPC Grant. This would allow The Minnesota Prevention Resource Center, hosted by the Association for Nonsmokers-MN, to offer free admission to the conference allowing participants from the region and across the state to offset travel expenses and expand accessibility to the conference. The regional Prevention Coordinators also play a critical role in the planning, promotion and facilitation of this annual event that is well attended by Region 4 Prevention Professionals.

Other regional Prevention Coordinators will fund additional initiatives across the state, including: 2 Trainings with Dr. Jason Kilmer on Marijuana prevention, Expanded Ripple Effects Mapping initiatives through June of 2025, Strengths Finders Trainings and related materials as well as Coalition and Community Engagement and Leadership Trainings, at similar amounts.

### Coronavirus information and response activities:

Due to the constantly changing nature of the data, a report will be provided on the day of the Board meeting.

#### MOTOR VEHICLE USER AGREEMENT

This User Agreement is entered into this <u>First</u> day of <u>June</u>, 2022 by and between <u>Lakes and Pines CAC</u>, <u>Inc.</u> and <u>Kanabec County</u> (<u>Timber Trails</u>) here after known as <u>Transit Provider</u>.

In consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

- MOTOR VEHICLE User Agreement. <u>Lakes and Pines CAC</u>, <u>Inc</u> hereby provides to the <u>Kanabec</u> <u>County (Timber Trails)</u> the following described motor vehicle with all accessories incorporated there or affixed thereto:
   (ID# HS1) 2017 Chevrolet/Express G3500 VIN: 1GB3BSBG9H1123109
- 2. TERM. The term of this User Agreement shall be for a period of one year commencing June 1, 2022 and ending August 31, 2023, subject however, to any prior termination as hereinafter provided.
- 3. RENT. The TRANSIT PROVIDER agrees to pay ONE DOLLAR (\$1.00) per year for the vehicle, the said rental amount being due upon effective date of this User Agreement. Rent is payable at the office of <u>Lakes and Pines CAC</u>, <u>Inc</u> located at <u>1700 Maple Ave. E Mora, MN 55051-1227</u>.
- 4. MAINTENANCE AND REPAIRS. The TRANSIT PROVIDER shall pay for and furnish all maintenance and repairs to keep vehicles in good working order and condition. At the expiration or termination of this lease, the vehicles and all safety equipment in the vehicles will be returned to <u>Lakes and Pines CAC</u>, <u>Inc</u> in good condition, reasonable wear and tear accepted.
- 5. REGISTRATION, LICENSE, TAXES, INSPECTION, FEES, EXPENSES. After initial acceptance, <a href="Kanabec County">Kanabec County (Timber Trails)</a> shall pay all expenses incurred in the use and operation of the vehicles, including but not limited to, license, registration, and title fees, gasoline, oil, anti-freeze, repairs, maintenance, tires, storage, fines, inspections, assessments, sales or use taxes, if any, and all other taxes as may be imposed by law from time to time arising from TRANSIT PROVIDERS'S use and operation of the vehicle. The TRANSIT PROVIDER shall permit <a href="Lakes and Pines CAC">Lakes and Pines CAC</a>, Inc and/or its designees to inspect the vehicle at reasonable times, places, and intervals. Each motor vehicle listed in Section 1, shall bear Minnesota Transit vehicle license plates.
- 6. USE AND OPERATION. The TRANSIT PROVIDER acknowledges receipt of Motor Vehicle, and that the same is in condition satisfactory to TRANSIT PROVIDER'S purposes. Vehicles shall not be altered, marked or additional equipment installed without the prior written consent of <u>Lakes and Pines CAC</u>, <u>Inc</u> in which case the TRANSIT PROVIDER will bear the expense thereof as well as the restoration expenses. The TRANSIT PROVIDER shall keep vehicles free of all taxes, liens, and encumbrances. The TRANSIT PROVIDER shall not use or permit the use of vehicles in violation of any Federal, State, County or City laws, ordinances, rules or regulations, or contrary to the provisions of the insurance policy coverage. The TRANSIT PROVIDER, by acceptance of this User Agreement, agrees to abide by the terms herof and to indemnify <u>Lakes and Pines CAC</u>, <u>Inc</u> for any losses occurring as a result of such use in violation of said terms, law, rules and ordinances.

7. INDEMNIFICATION AND INSURANCE. Each party agrees to defend, indemnify, and hold-harmless the other party and its employees, officials, and agents from and against all claims, actions, damages, losses, and expenses, including reasonable attorney fees, arising out of or resulting from its own negligence or performance or failure to perform its obligations under this agreement. The TRANSIT PROVIDER'S indemnification obligations shall apply to the TRANSIT PROVIDER'S subcontractor(s), or anyone directly or indirectly employed or hired by the TRANSIT PROVIDER, or anyone whose acts the TRANSIT PROVIDER may be liable. This indemnity obligation shall survive the completion of termination of this agreement. The TRANSIT PROVIDER'S liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws.

The TRANSIT PROVIDER agrees that it will at all times cover the vehicle(s) in the User Agreement:

Liability \$1,000,000.00

Uninsured/Underinsured Motorist\$25,000/\$50,000.00Comprehensive – Full Coverage\$1,000.00 DeductibleCollision\$1,000.00 Deductible

Umbrella \$1,500,000.00

The TRANSIT PROVIDER shall provide and pay for any other insurance or bond that may be required by any governmental authority as a condition to, or in connection with, the TRANSIT PROVIDER'S use of the vehicles.

In the event vehicles are involved in an accident, damaged, stolen or destroyed by fire, the TRANSIT PROVIDER shall promptly notify <u>Lakes and Pines CAC</u>, <u>Inc</u> in writing, within 24 hours and will also comply with all terms and conditions entered in the insurance policies. The TRANSIT PROVIDER agrees to cooperate with <u>Lakes and Pines CAC</u>, <u>Inc</u> and the insurance companies in defending against any claims or actions resulting from the TRANSIT PROVIDER'S operation or use of the vehicles.

Vehicles shall not be used by any person or entity, in any manner or for any purpose that would cause any insurance herein specified to be suspended, canceled, or rendered inapplicable.

8. DAMAGE TO VEHICLES. Should vehicles or any part thereof be so damaged as to preclude usage for the purpose intended and should the TRANSIT PROVIDER be indemnified therefor pursuant to any insurance coverage required pursuant to paragraph 7 hereof in an amount not less than the full amount of the insurance coverage provided by TRANSIT PROVIDER, the User Agreement shall terminate. However, should the TRANSIT PROVIDER be indemnified in an amount less than the full amount of the insurance coverage provided by TRANSIT PROVIDER, the TRANSIT PROVIDER will repair the vehicle or the damaged part thereof and the proceeds of the insurance recovery shall be applied to such repair.

- 9. TITLE. The TRANSIT PROVIDER acknowledges that this is an agreement to use only and that the TRANSIT PROVIDER does not in any way acquire title to vehicles, under this agreement. Without the prior written consent of <u>Lakes and Pines CAC</u>, <u>Inc</u>, the TRANSIT PROVIDER agrees not to do any act to encumber, convert, pledge, sell, assign, re-hire, lease, lend, conceal, abandon, give up possession of, or destroy vehicles.
- 10. ASSIGNMENT. Without the prior written consent of <u>Lakes and Pines CAC</u>, <u>Inc</u> or any assignee of <u>Lakes and Pines CAC</u>, <u>Inc</u>, the TRANSIT PROVIDER agrees not to sublet, mortgage, pledge, sell, assign or otherwise transfer or dispose of this User Agreement.
- 11. ENTIRE AGREEMENT. This User Agreement contains the whole agreement of the parties. None of the covenants, provisions, terms or conditions of this User Agreement shall be in any manner modified, waived, abandoned or amended except by a written instrument duly signed by the parties or their assignee and delivered to <u>Lakes and Pines CAC</u>, <u>Inc</u> and the TRANSIT PROVIDER or their assignee.
- 12. BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto except as may be modified in paragraph 11 or 18 hereof.
- 13. DATA PRACTICES. All data collected, created, received, maintained, disseminated or used for any purposes in the course of the TRANSIT PROVIDER'S performance of this Agreement is governed by the Minnesota Government Data Practices Act, MN Stat. Chapter 13 and any other applicable state statutes and rules adopted to implement the ACT as well as other state and federal laws on data privacy. The TRANSIT PROVIDER agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended.
- 14. CANCELLATION. This CONTRACT may be canceled by the TRANSIT PROVIDER or <u>Lakes and Pines CAC</u>, <u>Inc</u> at any time, with or without cause, upon thirty (30) days' written notice to the other party. In the event of such cancellation the TRANSIT PROVIDER shall be entitled to payment for services satisfactorily performed.
- 15. FARES FOR HEADSTART BUS RIDES. TRANSIT PROVIDER will bill <u>Lakes and Pines CAC</u>, <u>Inc</u> the rate of \$25 per hour for all hours involved in providing Headstart trips including pre and post trip inspections, fueling and maintenance travel.

akes and Pines CAC, Inc
y:
Robert Benes, Executive Director
rate:
<del></del>
RANSIT PROVIDER – Kanabec County Timber Trails
y:
Kathryn Burski, Kanabec County Community Health Director

IN WITNESS WHEREOF, the parties have duly executed this User Agreement on the day and year

first written above.

# Kanabec County Resolution Number

Renewed vehicle lease agreement with Lakes and Pines CAC, Inc.

WHEREAS, Kanabec County has an Agreement with the State of Minnesota identified as MNDOT Contract Number 1048093 to provide public transit service in Kanabec County under MN Stat, Section 174.24, and

WHEREAS, that service includes providing transportation for Head Start trips, and

WHEREAS, Kanabec County leases a bus from Lakes and Pines CAC, Inc. to provide that service.

THEREFORE BE IT RESOLVED that Kanabec County Board authorizes the renewed vehicle lease of: (ID# HS1) 2017 Chevrolet/Express G3500 VIN: 1GB3BSBG9H1123109

#### CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the Kanabec County Board of Commissioners at a duly authorized meeting thereof held on June 7, 2022.

Dated: June 7, 2022	Kris McNally
	County Coordinator

# Kanabec County Resolution Number

Year <u>2023</u> Public Transit Operating Grant; service known as: Timber Trails Public Transit

Resolved that the *Kanabec County* enters into an Agreement with the State of Minnesota to *provide* public transit service in Kanabec County.

Further resolved that the *Kanabec County* agrees to provide a local share of <u>up to</u> 15 or 20 percent of the total operating cost and <u>up to</u> 20 percent of the total capital costs.

Further resolved that the *Kanabec County* agrees to provide 100 percent of the local share necessary for expenses that exceed funds available from the State.

Further resolved that the *Kanabec County* authorizes the *Kanabec County Community Health Director* or the *Transit Director* to execute the Agreement and any amendments.

## **CERTIFICATION**

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the *Kanabec County Board of Commissioners* at a duly authorized meeting held on *June 7*, 2022

(Format for resolution supplied by Mn/DOT)

Sheila 5/31/22 12:40PM

\*\*\*\* Kanabec County \*\*\*\*

INTEGRATED FINANCIAL SYSTEMS

Page 1

TRIAL BALANCE REPORT

As of Date: 04/2022

Report Basis: 2 1 - Cash

2 - Modified Accrual

3 - Full Accrual

Save Report: N

Comment:

FUND Range From 15 Thru 15

INTEGRATED FINANCIAL SYSTEMS

Sheila 5/31/22 12:40PM

15 Community Health Fund

## TRIAL BALANCE REPORT As of 04/2022

Report Basis: Modified Accrual

Acco	<u>ount</u>		<u>Beginning</u> <u>Balance</u>	<u>Actual</u> <u>This-Month</u>	<u>Actual</u> <u>Year-To-Date</u>	<u>Current</u> <u>Balance</u>
		Assets				
	1001	Cash	396,065.81	68,487.91	142,319.15	538,384.96
	1003	Audit Adjustments To Cash	6,027.85	0.00	6,027.85-	0.00
	1110	Taxes Receivable - Prior & Delinquent	11,059.89	0.00	11,059.89-	0.00
	1261	Due From Other Funds (Acc)	18,802.59	0.00	18,802.59-	0.00
		Total Assets	431,956.14	68,487.91	106,428.82	538,384.96
		Liabilities and Balance Liabilities				
	2020	Accounts Payable	523.17 -	0.00	0.00	523.17-
	2030	Salaries Payable	73,951.74 -	0.00	73,951.74	0.00
	2091	Due To Other Funds (Acc)	1,735.08 -	0.00	1,735.08	0.00
	2100	Due To Other Governments	5,120.57 -	0.00	5,120.57	0.00
	2230	Deferred Inflows	11,059.89 -	0.00	11,059.89	0.00
		Total Liabilities	92,390.45 -	0.00	91,867.28	523.17-
		Fund Balance				
	2881	Assigned Fund Balance	339,565.69 -	0.00	0.00	339,565.69-
	2910	Revenue Control	0.00	294,667.86-	1,049,659.71-	1,049,659.71-
	2925	Expenditure Control	0.00	226,179.95	851,363.61	851,363.61
		Total Fund Balance	339,565.69 -	68,487.91 -	198,296.10-	537,861.79-
		Total Liabilities and Balance	431,956.14 -	68,487.91 -	106,428.82-	538,384.96-
	488	Kanabec Pine Community Health (fka 59)				
		Assets				
		Total Assets	0.00	0.00	0.00	0.00
		Liabilities and Balance Liabilities				
		Total Liabilities	0.00	0.00	0.00	0.00
		Total Liabilities and Balance	0.00	0.00	0.00	0.00
15	Commi	unity Health Fund	0.00	0.00	0.00	0.00

 $\begin{tabular}{ll} \textbf{Kanabec County Community Health - Board Financial Report} \\ 15-484 \end{tabular}$ 

Through	April	2022
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	Т	otal year to dat	e/	8.33%	16.67%	25.00%	33.33%		
Department	Budget	% of budget	Total	January	February	March	April		
								outstanding p	ayments/payments not yet posted
Pilt-Housing Author	ority							Workforce De	ev.
Rev	0		0.00	0.00	0.00	0.00	0.00	CTC	
Exp	0		0.00	0.00	0.00	0.00	0.00	DFC	
Cares Act COVID-	-19 Grant							FAP	724.84
Rev	0		0.00	0.00	0.00	0.00	0.00	LCTS	
Exp	0		0.00	0.00	0.00	0.00	0.00	LPHG	12,689.20
Local Public Healtl	h Infrastructure							MCH	
Rev	486,597.00	10.55%	51,349.27	9,036.31	119.00	42,193.96	0.00	MIECHV	145,811.97
Exp	378,817.00	35.26%	133,561.79	46,574.53	43,376.18	20,468.59	23,142.49	PHEP	
Prevent Infectious	Disease							RPC	6,490.98
Rev	28,087.00	5.19%	1,456.90	115.00	1,229.24	69.85	42.81	SHIP	22,082.84
Exp	28,088.00	21.37%	6,001.30	1,815.11	1,698.51	1,366.78	1,120.90	TANF	
Environmental Hea	alth							WIC	11,334.00
Rev	25.00	168.00%	42.00	9.00	33.00	0.00	0.00	Covid State	
Exp	5,883.00	11.03%	648.66	0.00	0.00	0.00	648.66	CMCOA	
Healthy Communit	ies-Adult Health							MN Choice	
Rev	271,960.00	39.08%	106,274.85	12,237.80	57,328.99	10,702.83	26,005.23	Admin asst	
Exp	275,208.00		66,928.12	16,932.81	16,416.14	16,867.57	16,711.60	mental hith	
Healthy Communit	ties-Health Improven	nent						Suicide Prev	11,645.63
Rev	548,531.00		213,166.89	104,307.34	34,621.23	41,582.70	32,655.62	Covid Federa	•
Exp	528,486.00	24.75%	130,821.70	29,424.26	33,759.78	31,746.75	35,890.91	Home care	40,688.54 estimate only see note below
Healthy Communit	=								284,530.28
Rev	714,440.00	36.11%	257,978.00	29,428.62	106,229.38	17,889.64	104,430.36		
Exp	596,634.00	25.51%	152,211.37	35,253.12	36,664.38	37,729.13	42,564.74		
Emergency Prepare									tor - We get reimbursed twice a year. Not
Rev	131,761.00		127,535.58	18,313.04	61,593.51	0.00	47,629.03	included abov	ve.
Exp	118,620.00	43.66%	51,784.06	16,629.66	14,637.00	10,291.71	10,225.69		
Assure Access-Cas	=	25.040/	100 554 00	25 250 04	17.04664	20, 122, 20	20 007 20		
Rev	357,900.00		132,556.09	25,379.86	47,946.64	28,422.30	30,807.29		his is the billed amount and we are paid a
Exp Assure Access-Hoi	351,493.00	33.42%	117,467.58	27,679.69	30,469.31	29,996.06	29,322.52		f that and that percentage varies by
Rev	me Care 528,000.00	34.16%	190 260 29	35,303.31	46,764.65	45,203.80	53,097.52		lso, VA may pay up to two years after the
Exp	784,072.00		180,369.28 261,512.13	35,303.31 82,971.35	61,555.70	45,203.80 50,432.64	53,097.52 66,552.44	date of service	e.
Agency Totals	704,072.00	33.33/0	201,312.13	02,771.33	01,333.70	30,432.04	00,332.44		
Rev	3,067,301.00	34.91%	1,070,728.86	234,130.28	355,865.64	186,065.08	294,667.86		
Exp	3,067,301.00		920,936.71	257,280.53	238,577.00	198,899.23	294,007.80		
Exb	3,007,301.00	30.02%	720,730.71	431,400.33	430,377.00	170,077.43	440,179.93		

# Board Meeting 06/07/22

# **Abstract Totals for Commissioner Vouchers**

Board Meeting 06/07/22	Amount	Vendors	Transactions
Abstract #1	69,792.84	48	90
Abstract #2			
Totals	69,792.84	48	90

# **Abstract Totals for Auditor Vouchers**

Board Meeting 06/07/22	Amount	Vendors	Transactions
Abstract #1			
Abstract #2			
Abstract #3			
Abstract #4			
Abstract #5			
Totals			

Sheila

6/3/22 7:45AM

### Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Page 1

Print List in Order By: 1

1 - Fund (Page Break by Fund)2 - Department (Totals by Dept)

3 - Vendor Number 4 - Vendor Name

Explode Dist. Formulas Y

Paid on Behalf Of Name

on Audit List?: Ν

Type of Audit List: D D - Detailed Audit List

S - Condensed Audit List

Save Report Options?: N

INTEGRATED FINANCIAL SYSTEMS

Sheila 6/3/22 7:45AM 15 Community Health Fund

## Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	Vendor <u>No.</u>		<u>Rpt</u> <u>Accr</u>	<u>Amount</u>	Warrant Description Service	<u>Dates</u>	Invoice # Paid On Bhf	Account/Formula Descripti # On Behalf of Name	1099
	434	Ability Network Inc							
3		15-484-487-8453-6211		224.82	May billing svc/eligibility		22M-0073355	Services & Charges	Ν
2		15-484-493-8452-6211		190.75	May billing svc/eligibility		22M-0073355	Services & Charges	Ν
1		15-484-496-8447-6211		265.70	May billing svc/eligibility		22M-0073355	Services & Charges	Ν
	434	Ability Network Inc		681.27		3 Transactions			
	104	Ace Hardware							
29		15-484-450-0000-6411		15.99	AAA batteries		306003	Supplies	Ν
	104	Ace Hardware		15.99		1 Transactions			
	281	Association for Nonsmokers-M	linnesota						
90		15-484-485-8480-6285		15,000.00	3 honorariums pgm shari	ng		Contracted Work	Ν
	281	Association for Nonsmokers-M	linnesota	15,000.00		1 Transactions			
	185	Bergstadt/Jennifer							
44		15-484-496-8449-6331		316.49	April/May HHA mileage			Mileage & Meals	Ν
	185	Bergstadt/Jennifer		316.49		1 Transactions			
	1396	Biever/Laurie							
45		15-484-496-8449-6331		229.91	May HHA mileage			Mileage & Meals	Ν
	1396	Biever/Laurie		229.91		1 Transactions			
	1402	BOB Total Country							
31		15-484-485-8468-6240		400.00	comm hith survey adverti	<del>-</del>	10255	Advertising	N
	1402	BOB Total Country		400.00		1 Transactions			
	1275	Bromwich/Amanda							
46		15-484-496-8449-6331		274.37	May HHA mileage			Mileage & Meals	N
	1275	Bromwich/Amanda		274.37		1 Transactions			
		Campbell/Mindy							
48		15-484-496-8448-6331		0.59	April HM mileage			Mileage & Meals	N
47		15-484-496-8449-6331		363.87	April/May HHA mileage			Mileage & Meals	N
	1312	Campbell/Mindy		364.46		2 Transactions			
	1932	Central Minnesota Council On A	Aging						
35		15-484-450-0000-6245		50.00	annual CMCOA membersl	•		Registration & Membership Dues	N
	1932	Central Minnesota Council On A	Aging	50.00		1 Transactions			
	298	Childrens Dental Services							1

INTEGRATED FINANCIAL SYSTEMS

Sheila 6/3/22 7:45AM 15 Community Health Fund

# Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

\	/endor <u>Name</u> <u>Rpt</u> <u>No. Account/Formula</u> <u>Accr</u>	<u>Amount</u>	Service Dates	ice # Account/Formula Descript Paid On Bhf # On Behalf of Name	
4	15-484-485-8475-6285	557.76	transport equip/staff 2/25/22	Contracted Work	Υ
87	15-484-485-8475-6285	557.76	transport equip/staff 3/25/22	Contracted Work	Υ
	298 Childrens Dental Services	1,115.52	2 Transactions		
	270 City Of Mans				
5	278 City Of Mora 15-484-485-8444-6411	100.00	sponsor Music in the Park	Supplies	N
5	278 City Of Mora	100.00	1 Transactions	зиррпез	IN
	270 Oily Of Word	100.00	1 Transactions		
	3646 Felland/Becky				
49	15-484-496-8447-6331	305.96	April/May home care mileage	Mileage & Meals	N
	3646 Felland/Becky	305.96	1 Transactions		
	3501 Fratzke/Michelle				
50	15-484-496-8447-6331	173.16	April home care mileage	Mileage & Meals	N
51	15-484-496-8447-6331	33.35	April home care mileage	Mileage & Meals	N
	3501 Fratzke/Michelle	206.51	2 Transactions		
	1298 Gajewski/Farrah				
78	1298 Gajewski/Farrah 15-484-477-8458-6331	8.13	nuisance mileage	Mileage & Meals	N
78 77	15-484-496-8447-6331	22.00	May home care mileage	Mileage & Meals	N
, ,	1298 Gajewski/Farrah	30.13	2 Transactions	Wineage & Wears	IN
	1270 Sajowski, Fairai	30.13	2 Transactions		
	4184 Health Dimension Rehabilitation Inc				
6	15-484-496-8447-6211	9,446.29	April PT services	Services & Charges	N
7	15-484-496-8447-6211	8.01 -	attempted visit credit	Services & Charges	N
	4184 Health Dimension Rehabilitation Inc	9,438.28	2 Transactions		
	324 Healthcare First				
8	15-484-496-8447-6211	104.74	May HHCAHPS fee 5285	154 Services & Charges	N
	324 Healthcare First	104.74	1 Transactions		
	1951 Hemo Cue, Inc				
33	15-484-487-8456-6432	84.00	cuvettes 00000	3395 Medical Supplies	N
34	15-484-487-8456-6432	30.00	shipping and handling 00003		N
54	1951 Hemo Cue, Inc	114.00	2 Transactions	Wedlear Supplies	14
	Home edg, me	114.00	2 11411346110113		
	988 Holiday Inn Express				
9	15-484-485-8468-6331	1,162.80	lodging Annual Conference	Mileage & Meals	N
10	15-484-485-8468-6331	117.76	tax on lodging Annual Conf	Mileage & Meals	N

INTEGRATED FINANCIAL SYSTEMS

Sheila 6/3/22 7:45AM 15 Community Health Fund

# Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

,		Name Account/Formula Holiday Inn Express	Rpt Accr	Amount 1,280.56	Warrant Description Service		Invoice # Paid On Bhf	Account/Formula Descript  # On Behalf of Name	i <u>1099</u>
52	234	15-484-496-8447-6331		268.52	March/April home care n	nileage		Mileage & Meals	N
53	234	15-484-496-8447-6331 Holland/Jeff		397.80 666.32	May home care mileage	2 Transactions		Mileage & Meals	N
0.0	4151		LC	007.04	de la esta de la constitución de		00 2770452	Office Counties	N.
88	4151	15-484-450-0000-6412 Innovative Office Solutions, L	LC	337.26 337.26	admin office supplies	1 Transactions	SO-3770452	Office Supplies	N
11	1320	5		2.050.00	O manufil in the Comment State	<b>.</b>	21210	Combinated Comitions	N
11	1320	15-484-490-8486-6285 Insight Formation Inc.		3,950.00 3,950.00	8 month pgm Comm Stra	1 Transactions	21210	Contracted Services	N
27	3095			2.005.02	Appli bittor out (outing livi			Creat Advis Book than	N
36		15-484-485-8468-6880		2,905.03	April tabassa atratagu	ng		Grant Admin- Pass thru	N
37 38		15-484-485-8468-6880 15-484-485-8468-6880		127.25 1,293.51	April tobacco strategy  April well-being strategy			Grant Admin- Pass thru Grant Admin- Pass thru	N N
30	3095	Isanti County Public Health		4,325.79	April well-being strategy	3 Transactions		Grant Admin- Fass thiu	IV
	1061	Kanabec County Ag Society							
12	1061	15-484-487-8451-6803 Kanabec County Ag Society		240.00 240.00	booth for Kanabec Co. Fa	ir 1 Transactions		Miscellaneous Expenditures	G
	132	Kanabec Publications							
32		15-484-485-8468-6240		200.00	survey advertising		857252	Advertising	N
13		15-484-496-8447-6411		98.00	250 svc agmt forms		858048	Supplies	N
14		15-484-496-8447-6411		98.00	250 svc plan forms		858048	Supplies	N
43	132	15-484-496-8447-6240 Kanabec Publications		340.00 736.00	In Memoriam survey/ad	4 Transactions	859000	Advertising	N
	1308	Lejonvarn/Kirsten							
54		15-484-487-8450-6331		1.76	May TANF mileage			Mileage & Meals	N
55		15-484-487-8453-6331		84.24	April/May MIECHV milea	ge		Mileage & Meals	N
56		15-484-487-8457-6331		3.51	April/May MCH mileage			Mileage & Meals	N
57		15-484-487-8461-6331		0.58	May DPC mileage			Mileage & Meals	N
58		15-484-490-8489-6331		14.04	April/May COVID mileage	е		Mileage & Meals	N
	1308	Lejonvarn/Kirsten		104.13		5 Transactions			

INTEGRATED FINANCIAL SYSTEMS

Sheila 6/3/22 7:45AM 15 Community Health Fund

# Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

		r <u>Name</u> Account/Formul <u>a</u>	<u>Rpt</u> Accr	<u>Amount</u>	Warrant Description Service	l e Dates	Invoice # Paid On E	Account/Formula Descript  Bhf # On Behalf of Name	ti <u>1099</u>
	377	Marco Inc							
15		15-484-450-0000-6341		787.11	MX5070v copier agmt			Rental & Service Contracts Copie	r N
	377	Marco Inc		787.11		1 Transactions			
	1205	Marketing Systems Group							
26		15-484-485-8468-6211		243.00	ABS address-based samp	ole		Services & Charges	N
27		15-484-485-8468-6211		444.60	ABS premier name/phon	e append		Services & Charges	N
28		15-484-485-8468-6211		150.00	additional set up cost			Services & Charges	N
	1205	Marketing Systems Group		837.60		3 Transactions			
	1143	McKesson Medical-Surgical G	Sovt Solution						
40		15-484-481-8481-6432		59.70	PHNC supplies			Medical Supplies	N
16		15-484-496-8447-6432		65.14	home care supplies		19323417	Medical Supplies	N
39		15-484-496-8447-6432		52.80	home care supplies		19389578	Medical Supplies	N
41		15-484-487-8456-6432		29.21	WIC supplies		19391755	Medical Supplies	N
42		15-484-496-8447-6432		114.04	home care supplies		19421169	Medical Supplies	N
86		15-484-496-8447-6432		54.61	home care supplies		19433295	Medical Supplies	N
	1143	McKesson Medical-Surgical G	Sovt Solution	375.50		6 Transactions			
	198	Mille Lacs Co. Community & V	Veterans Ser						
17		15-484-485-8468-6880		1,880.60	April hithy eat/active liv	ing		Grant Admin- Pass thru	N
18		15-484-485-8468-6880		1,196.67	April tobacco strategy			Grant Admin- Pass thru	N
19		15-484-485-8468-6880		570.35	April well-being strategy	1		Grant Admin- Pass thru	N
	198	Mille Lacs Co. Community & Y	Veterans Ser	3,647.62		3 Transactions			
	8040	Miller, Patti							
84		15-484-485-8444-6331		364.16	Assoc. of Suicidology			Mileage & Meals	N
85		15-484-485-8444-6331		81.32	suicide prevention milea	ge		Mileage & Meals	N
	8040	Miller, Patti		445.48		2 Transactions			
	1354	Miner/Brian							
59		15-484-485-8480-6331		340.60	April RPC mileage			Mileage & Meals	N
	1354	Miner/Brian		340.60		1 Transactions			
	1311	Nelson/Erika							
60		15-484-493-8452-6331		90.10	April/May CM mileage			Mileage & Meals	N
	1311	Nelson/Erika		90.10		1 Transactions			
	52								
83		15-484-469-8440-6331		18.72	May DPC mileage			Mileage & Meals	N ]
			0	100 miabt 201	0 2021 Integrated Fin	amaial Cuatama	_		

INTEGRATED FINANCIAL SYSTEMS

Sheila 6/3/22 7:45AM 15 Community Health Fund

# Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

\	Vendor Name	<u>Rpt</u>	Warrant Description	<u>Invoice #</u> Paid On B	Account/Formula Descr	
70	No. Account/Formula Acc 15-484-487-8450-6331		<u>Service Dates</u> May TANF mileag	Paid On E	<u>Bhf #</u> <u>On Behalf of Name</u> Mileage & Meals	_
79 80	15-484-487-8450-6331	32.18 49.14	April/May HP mileage		Mileage & Meals	N N
81	15-484-487-8451-6331	99.45	April/May MIECHV mileage		Mileage & Meals	N
82	15-484-487-8457-6331	14.04	April/May MCH mileage		Mileage & Meals	N
82	52 Olson/Autumn	213.53	5 Transactio	une.	Milleage & Mears	IN
	32 OISOH/Autumin	213.33	3 Transactio	1115		
	3333 Petersen/Renee					
61	15-484-450-0000-6411	24.46	Admin supplies		Supplies	N
62	15-484-487-8453-6411	8.54	MIECHV supplies		Supplies	N
	3333 Petersen/Renee	33.00	2 Transactio	ns		
	1051 Phelan/Francis J.					
76	15-484-496-8447-6283	2,725.00	prepare 2021 cost report	11217	Auditor Services	Υ
	1051 Phelan/Francis J.	2,725.00	1 Transactio	ins		
	632 Pine County Health & Human Service	ces				
20	15-484-485-8468-6880	2,186.07	April hithy eat/active living		Grant Admin- Pass thru	N
21	15-484-485-8468-6880	866.82	April tobacco strategy		Grant Admin- Pass thru	N
22	15-484-485-8468-6880	2,689.70	April well-being strategy		Grant Admin- Pass thru	N
	632 Pine County Health & Human Service	ces 5,742.59	3 Transactio	ins		
	1227 Pivec/Michelle					
89	15-484-485-8468-6411	24.00	food items for vendor trng		Supplies	N
	1227 Pivec/Michelle	24.00	1 Transactio	ons		
	567 Q Media Properties, LLC					
30	15-484-485-8468-6240	650.00	ad comm hith survey	7617	Advertising	N
	567 Q Media Properties, LLC	650.00	1 Transactio		3	
	2712 Raudabaugh/Carey					
63	15-484-493-8452-6331	160.29	Jan-May CM mileage		Mileage & Meals	N
	2712 Raudabaugh/Carey	160.29	1 Transactio	ins		
	1030 Ringler/Jennie					
64	15-484-496-8449-6331	57.92	April HHA mileage		Mileage & Meals	N
	1030 Ringler/Jennie	57.92	1 Transactio	ins	3	
	<u> </u>					
	1322 Rinlger/Jezzalyn					
65	15-484-496-8449-6331	28.08	April/May HHA mileage		Mileage & Meals	N

INTEGRATED FINANCIAL SYSTEMS

6/3/22 7:45AM 15 Community Health Fund

Sheila

# Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

		Name Account/Formula Rinlger/Jezzalyn	Rpt Accr	<u>Amount</u> 28.08	Warrant Description Service		Invoice # Paid On E	· · · · · · · · · · · · · · · · · · ·	mula Descripti alf of Name	<u>1099</u>
66	16326 16326	Sarkisyan/Amber 15-484-496-8449-6331 Sarkisyan/Amber		216.45 216.45	April/May HHA mileage	1 Transactions		Mileage & Meals		N
	3991	Sitecal Inc								
23		15-484-490-8489-6411		1,438.00	temp mapping refrig/free	ezer	21165	Progam Supplies		Ν
24		15-484-490-8489-6411		300.00	2 trips travel		21165	Progam Supplies	S	Ν
25		15-484-490-8489-6411		16.95	report shipping UPS		21165	Progam Supplies	S	Ν
	3991	Sitecal Inc		1,754.95		3 Transactions				
	1315	Sundsvold/Miranda								
69		15-484-493-8452-6331		8.19	February CM mileage			Mileage & Meals		N
70		15-484-493-8452-6331		57.92	March CM mileage			Mileage & Meals		N
71		15-484-493-8452-6331		36.86	April CM mileage			Mileage & Meals		N
	1315	Sundsvold/Miranda		102.97	, ,	3 Transactions		J		
	1202	Company Countries Data Callantia	on Consistin							
74		Survey Systems Data Collection 15-484-485-8468-6211	on specialis	10,043.13	Partner in HIhty living su	Irvov	22-13425	Services & Char	706	N
74 75		15-484-490-8489-6411		717.37	survey design/letters/ov	-	22-13425	Progam Supplies		N
75	1303	Survey Systems Data Collection	on Specialis	10,760.50	survey design/letters/ove	2 Transactions	22-13425	Progam supplies	5	IN
	1893	Tamarac Medical,Inc								
73		15-484-487-8451-6432		2.36	shipping charges blood le	ead	112921	Medical Supplies	S	Ν
	1893	Tamarac Medical,Inc		2.36		1 Transactions				
	1268	Tomczak/Kristi								
68		15-484-496-8448-6331		36.87	April/May HM mileage			Mileage & Meals		Ν
67		15-484-496-8449-6331		323.49	April/May HHA mileage			Mileage & Meals		Ν
	1268	Tomczak/Kristi		360.36	, ,	2 Transactions		Ü		
	1214	Waschenbecker/Diana								
72	1214	15-484-487-8457-6331		49.14	May MCH mileage			Mileage & Meals		N
12	1214	Waschenbecker/Diana		49.14	aj morrimougo	1 Transactions		innouge a modis		
						2 223.2110				
15 F	und Tota	ıl:		69,792.84	Commur	nity Health Fund	48 '	Vendors	90 Transactions	
	Final	Total:		69,792.84	48 Vendors	90 -	Transactions			21
										7.

Sheila 6/3/22

7:45AM

# \* Kanabec County \*\*\*\*



# Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>		
	15	69,792.84	Community Health Fund		
	All Funds	69,792.84	Total	Approved by,	

# 9:30am Appointment

**June 7, 2022** 

# REQUEST FOR BOARD ACTION

a. Subject: Request to Enter into Mediation with DHS	b. Origination: Family Services Department					
c. Estimated time: 10-15 minutes	d. Presenter(s): Chuck Hurd, Family Services Director					

## e. Board action requested:

Authorize entry into mediation with DHS

## f. Background:

DHS has selected multiple plans for Kanabec County. The Board of Commissioners instructed submission of one plan. This is the next step in the process. I would request direction on filling the mediation request.

d) In the event that a county board or a single entity representing a group of county boards and the commissioner cannot reach agreement regarding: (i) the selection of participating health plans in that county; (ii) contract requirements; or (iii) implementation and enforcement of county requirements including provisions regarding local public health goals, the commissioner shall resolve all disputes after taking into account the recommendations of a three-person mediation panel. The panel shall be composed of one designee of the president of the association of Minnesota counties, one designee of the commissioner of human services, and one person selected jointly by the designee of the commissioner of human services and the designee of the Association of Minnesota Counties. Within a reasonable period of time before the hearing, the panelists must be provided all documents and information relevant to the mediation. The parties to the mediation must be given 30 days' notice of a hearing before the mediation panel.

Supporting Documents: None Attached: ☑

**Date received in County Coordinators Office:** 

**Coordinators Comments:** 



June 1, 2022

Chuck Hurd, Director for Family Services Kanabec County Family Service Dept 905 East Forest Ave. Suite 150 Mora, MN 55051

Dear Mr. Hurd:

Thank you for your county's collaboration with the Department of Human Services (DHS) for the 2023 Request for Proposal (RFP) issued October 25, 2021 to provide prepaid health care services to eligible individuals through the Minnesota Senior Health Options (MSHO) and Minnesota Senior Care Plus (MSC+) programs. The effort and time spent on evaluating the Responders' proposals is greatly appreciated.

DHS is inviting the following Responders to enter into 2023 MSHO and MSC+ contract negotiations in Kanabec County.

County	Responders				
Kanabec	2 plans named				

Names of Responders that have been invited to enter contract negotiations are <u>nonpublic</u> limited to you and county staff necessary for negotiations, until an agreement is reached between DHS and the Responders, unless permitted by Minnesota Statutes, section 13.599 or other law,

Negotiations for the Responders will be incorporated into the regular 2023 contract negotiations process, which we anticipate will lead to the award of a contract with and Please be advised that this notification letter does not obligate DHS to execute a contract with the Responders.

The county has the right to request mediation regarding health plan selection pursuant to Minnesota Statutes, §256B.69, subd. 3a (d), which provides:

In the event that a county board or a single entity representing a group of county boards and the commissioner cannot reach agreement regarding: (i) the selection of participating health plans in that county; (ii) contract requirements; or (iii) implementation and enforcement of county requirements including provisions regarding local public health goals, the commissioner shall resolve all disputes after taking into account the recommendations of a three-person mediation panel. The panel shall be composed of one designee of the president of the association of Minnesota counties, one designee of the commissioner of human services, and one person selected jointly by the designee of the commissioner of human services and the

An Equal Opportunity Employer

designee of the Association of Minnesota Counties. Within a reasonable period of time before the hearing, the panelists must be provided all documents and information relevant to the mediation. The parties to the mediation must be given 30 days' notice of a hearing before the mediation panel.

Requests for mediation must be in writing and sent by e-mail to the Mediation mailbox at: <u>DHS.CountyMediation@state.mn.us</u></u>. Requests must be received no later than June 10, 2022. Requests for mediation must include: (1) the name and contact information for the county staff person designated to receive all information regarding the mediation, including scheduling and mediation preparation materials; (2) a signed copy of the enclosed confidentiality agreement, which is to be signed by the individual designated by the county to receive all mediation information and materials.

If you have any issues accessing the attached document, please send an email to the Mediation inbox at: <a href="mailto:DHS.CountyMediation@state.mn.us">DHS.CountyMediation@state.mn.us</a>. If you have any other questions, please contact the Procurement mailbox at: <a href="mailto:SNP\_RFPs@state.mn.us">SNP\_RFPs@state.mn.us</a> and members of my staff will respond.

Sincerely,

Cynthia M. MacDonald, J.D.

Cinthiall lack mild

Assistant Commissioner and Minnesota Medicaid Director | Health Care Administration

Cc:

Julie Marquardt PJ Weiner Gretchen Ulbee Chris Gibson

Attachment: County Confidentiality Agreement

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June 1, 2022

Chuck Hurd, Director for Family Services Kanabec County Family Service Dept 905 East Forest Ave. Suite 150 Mora, MN 55051

Dear Mr. Hurd:

Thank you for your county's collaboration with the Department of Human Services (DHS) for the 2023 Request for Proposal (RFP) issued October 25, 2021 to provide prepaid health care services to eligible individuals through the Special Needs BasicCare and Integrated Special Needs BasicCare (SNBC) programs. The effort and time spent on evaluating the Responders' proposals is greatly appreciated.

DHS is inviting the following Responders to enter into 2023 SNBC contract negotiations in Kanabec County.

County	Responders					
Kanabec	3 plans named					

Names of Responders that have been invited to enter contract negotiations are <u>nonpublic</u> limited to you and county staff necessary for negotiations, until an agreement is reached between DHS and the Responders, unless permitted by Minnesota Statutes, section 13.599 or other law.

Negotiations for the Responders will be incorporated into the regular 2023 contract negotiations process, which we anticipate will lead to the award of a contract with ' ' 1 and '. Please be advised that this notification letter does not obligate DHS to execute a contract with the Responders.

The county has the right to request mediation regarding health plan selection pursuant to Minnesota Statutes, §256B.69, subd. 3a (d), which provides:

In the event that a county board or a single entity representing a group of county boards and the commissioner cannot reach agreement regarding: (i) the selection of participating health plans in that county; (ii) contract requirements; or (iii) implementation and enforcement of county requirements including provisions regarding local public health goals, the commissioner shall resolve all disputes after taking into account the recommendations of a three-person mediation panel. The panel shall be composed of one designee of the president of the association of Minnesota counties, one designee of the commissioner of human services, and one person selected jointly by the designee of the commissioner of human services and the designee of the Association of Minnesota Counties. Within a reasonable period of time before

An Equal Opportunity Employer

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the hearing, the panelists must be provided all documents and information relevant to the mediation. The parties to the mediation must be given 30 days' notice of a hearing before the mediation panel.

Requests for mediation must be in writing and sent by e-mail to the Mediation mailbox at: <a href="mailto:DHS.CountyMediation@state.mn.us">DHS.CountyMediation@state.mn.us</a>. Requests must be received no later than June 10, 2022. Requests for mediation must include: (1) the name and contact information for the county staff person designated to receive all information regarding the mediation, including scheduling and mediation preparation materials; (2) a signed copy of the enclosed confidentiality agreement, which is to be signed by the individual designated by the county to receive all mediation information and materials.

If you have any issues accessing the attached document, please send an email to the Mediation inbox at: <a href="mailto:DHS.CountyMediation@state.mn.us">DHS.CountyMediation@state.mn.us</a>. If you have any other questions, please contact the Procurement mailbox at: <a href="mailto:SNP\_RFPs@state.mn.us">SNP\_RFPs@state.mn.us</a> and members of my staff will respond.

Sincerely,

Cynthia M. MacDonald, J.D.

Cynthiall lack mild

Assistant Commissioner and Minnesota Medicaid Director | Health Care Administration

Cc: Julie Marquardt PJ Weiner Gretchen Ulbee Chris Gibson

Attachment: County Confidentiality Agreement

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# 9:45am Appointment

June 7, 2022

# REQUEST FOR BOARD ACTION

a. Subject: Tax Forfeit Land Sale	b. Origination: County Auditor's Office
c. Estimated time: 30 minutes +/-	d. Presenter(s): Tim Jacobs

e. Board action requested:

Determine minimum bids for parcels on the TFLS, start date and duration of sale

**Resolution #\_\_\_ - 6/7/22** 

**WHEREAS**, the Kanabec County Auditor Treasurer's Office conducted a sale of tax forfeited properties in the fall of 2021; and

WHEREAS, several parcels remain unsold at this time; and

WHEREAS, the Kanabec County Board of Commissioners believes it is in the best interest of the County for these parcels is to go back on the tax rolls;

**THEREFORE BE IT RESOLVED** that the Auditor Treasurer's Office is hereby directed to initiate the process to sell the remaining parcels;

**BE IT FURTHER RESOLVED** that the date of the sale shall be \_\_\_\_\_\_to\_\_\_\_ with parcel minimum bids hereby determined on 6/7/22 after review and discussion by the Board of Commissioners.

f. I	Ba	ck	gı	ro	un	d:
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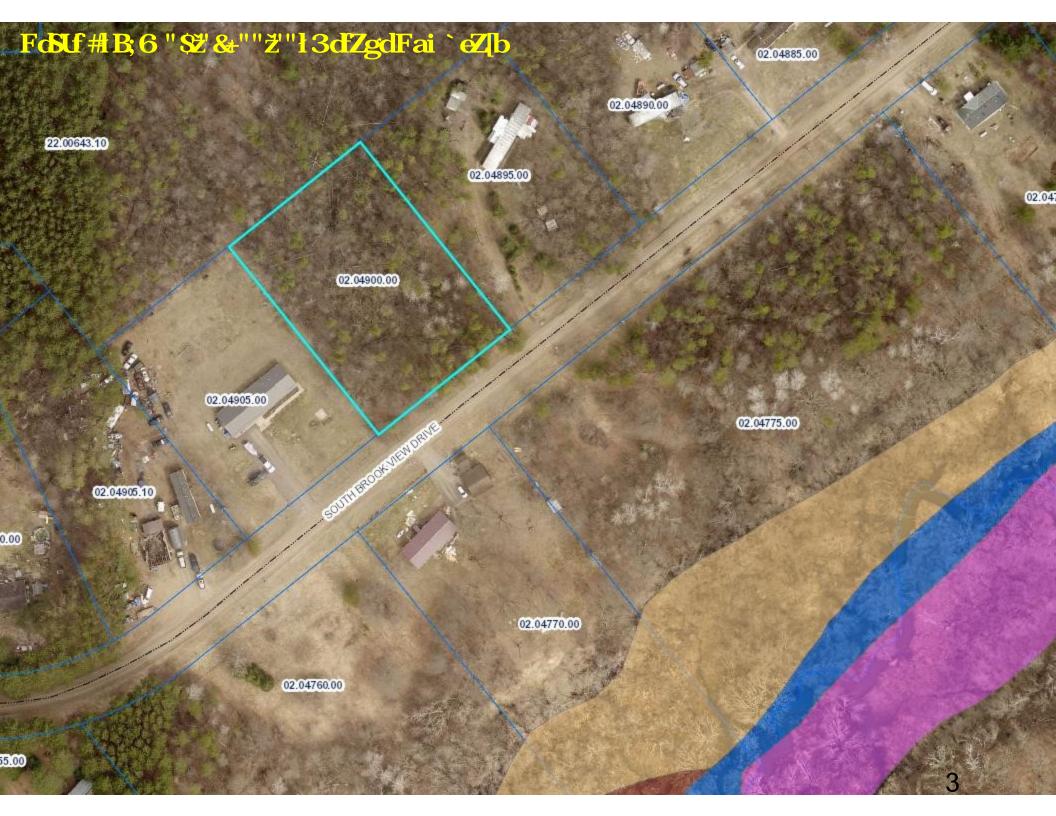
Supporting Documents: None Attached: ☑

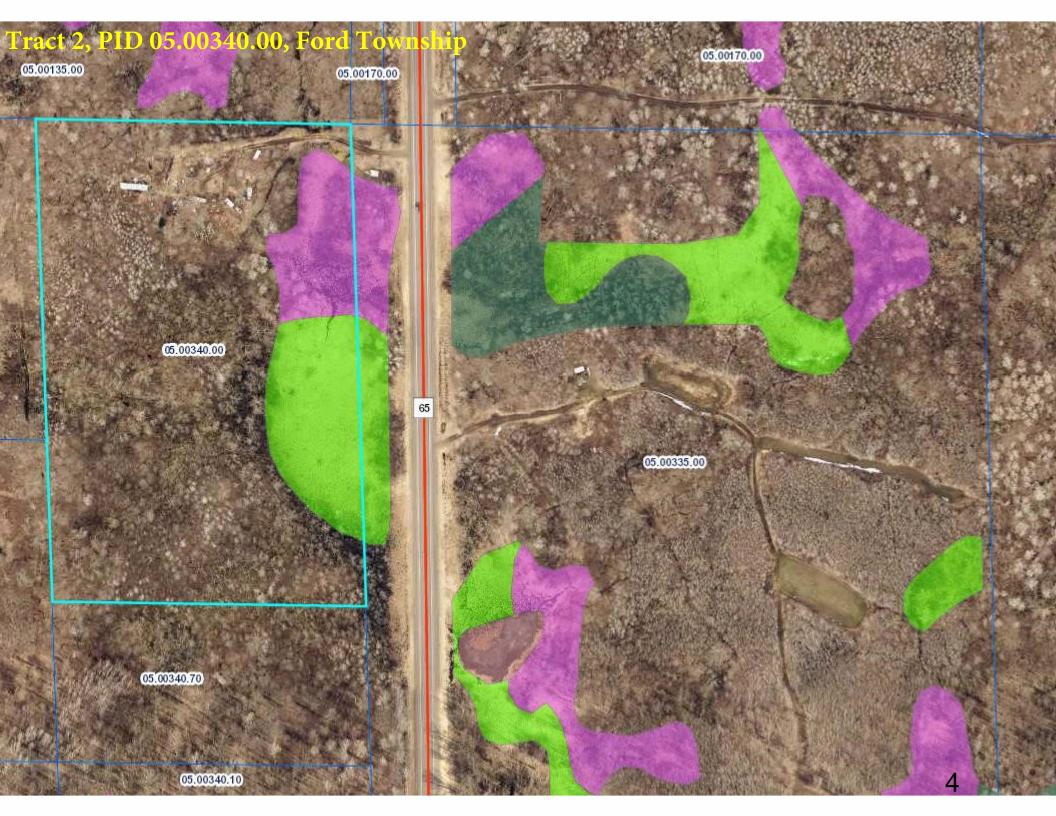
**Date received in County Coordinators Office:** 6/2/22

Coordinators Comments:

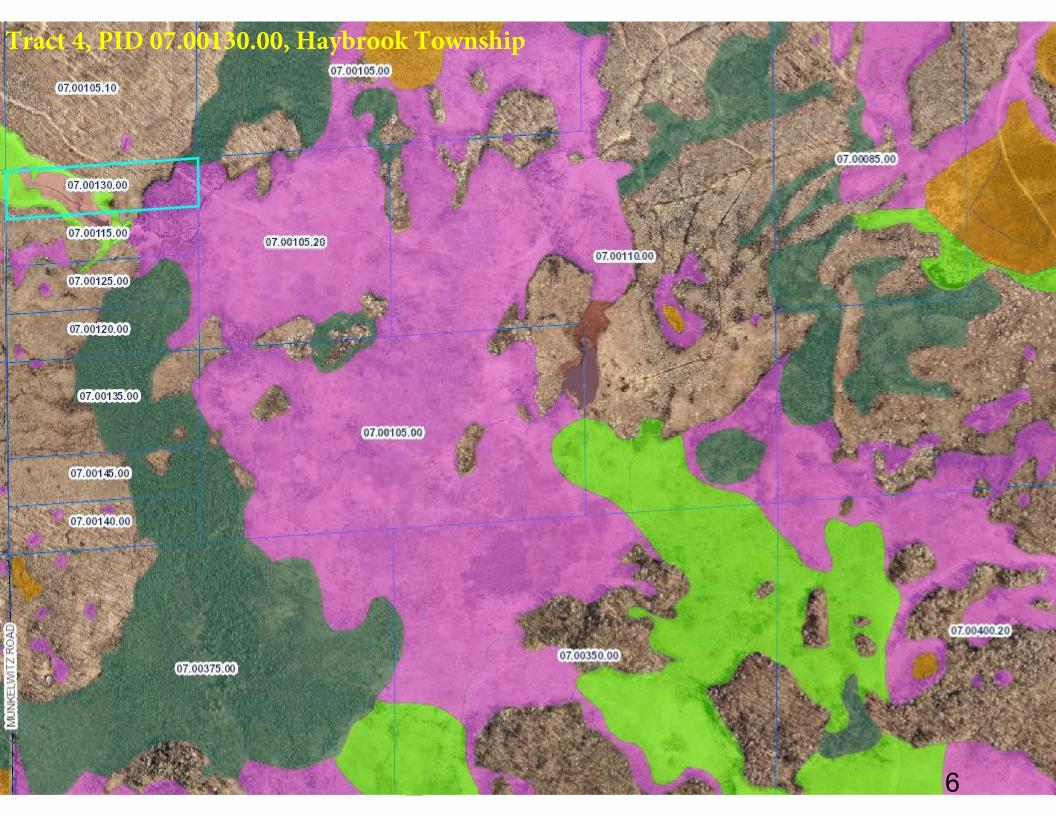
# 2022 TAX FORFEIT PROPERTY SALE INFORMATION

	PARCEL NUMBER	CITY/TOWNSHIP	ADDRESS	SECTION	APPROX ACRES	LAND LOCKED	OFFERED	2022 ASSESSED VALUE	SPECIAL ASSESSMENTS AFTER FORFEITURE/REASON
1	02.04900.00	Arthur Township	xxxx Brook View Dr. S	24	1.00	NO .	\$15,000	\$15,000	NONE
2	05.00340.00	Ford Township	3797 Hwy 65, Isle	8	15.00	NO	\$53,100	\$53,100	NONE
3	07.00105.20	Haybrook Township	N/A	4	40	YES	\$21,000	\$21,000	NONE
4	07.00130.00	Haybrook Township	N/A	4	10	YĖS	\$7,000	\$7,000	NONE
5	12.02285.00	Peace Township	xxxx Hwy 65, Mora	6	0.16	NO	\$1,900	\$1,900	NONE
6	15.01250.20	Whited Township	xxxx Sherwood St.	25	9.93	NO	\$22,200	\$22,200	NONE
7	23.00350.00	City of Ogilvie	209 Hill Ave N, Ogilvie	35	0.16	NO	\$40,000	\$21,400	Yes/demo & clean up \$39,253.00 11/16
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				1					

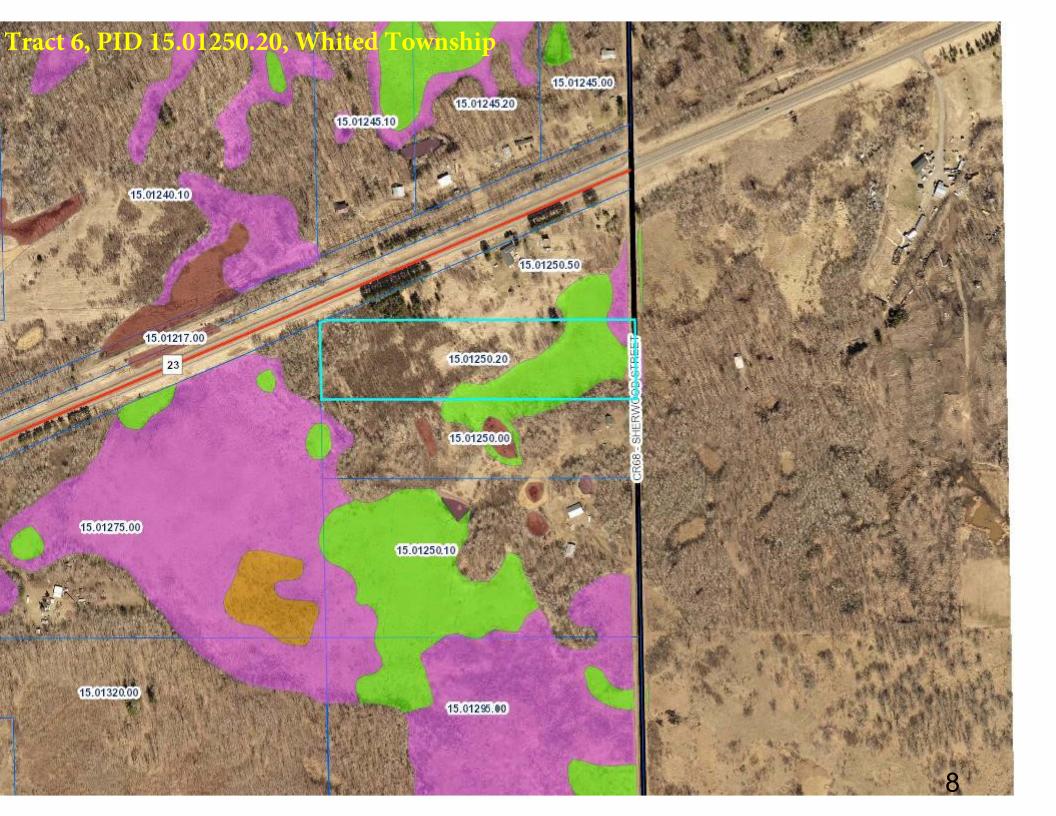














## 10:05am Appointment

June 7, 2022

# REQUEST FOR BOARD ACTION

<ul> <li>a. Subject:</li> <li>a. Tax Forfeit Property Clean Up Discussion</li> <li>b. Approve 2022-2023 Liquor &amp; Tobacco License Renewals</li> </ul>	<b>b. Origination</b> : Auditor Treasurer's Office
c. Approve New Liquor & Tobacco Licenses for Crows Nest	
d. Approve New Tobacco License for Dollar General	
e. Approve Purchase of Replacement Printer for A/T Office	
c. Estimated time: 20 minutes	d. Presenter(s): Denise Snyder, Auditor/Treasurer

### e. Board action requested:

Discuss concerns about tax forfeit property clean up expenses

f. Background:

Supporting Documents: None Attached: ☑

**Date received in County Coordinators Office:** 6/3/22

**Coordinators Comments:** 

### b. Approve 2022-2023 Liquor & Tobacco License Renewals

### **Resolution #** - 6/7/22

Liquor & Tobacco Licenses

**WHEREAS** the Kanabec County Auditor/Treasurer has recommended the following applications for liquor and tobacco licenses, and

**WHEREAS** the applications were complete, included all necessary documentation, appear in accordance with County Policies and the facility owners are in good standing with the County;

**BE IT RESOLVED** to approve the following license applications:

### LIQUOR/BEER/ TOBACCO LICENSE RENEWALS 2022-2023

KANABEC COUNTY	BOARD - JUNE 7	, 2022	
Establishment	LIQUOR	BEER	TOBACCO
Braham Moose Lodge 1544	Club/Sun	-	-
Captain Dans' Crow's Nest	On/Off/Sun	-	Yes
Mauer Fish Lake Restaurant & Bar	On/Off/Sun	-	-
McBees Bar & Grill	On/Off/Sun	-	
Northwoods Steakhouse	On/Off/Sun	-	-
Ogilvie Raceway	Wine/SB/On/Sun	On	-
Fire Pit Bar & Grill	On/Sun	-	-
Springbrook Golf Course	On/Sun	-	-
Eagles Cove Resort	On/Sun	-	-

c. Approve New Liquor & Tobacco Licenses for Crows Nest

### **Resolution #** - 6/7/22

**WHEREAS** the Kanabec County Auditor/Treasurer has received applications for On & Off-Sale, Sunday Liquor and Tobacco licenses from The Crows Nest LLC located at 2743 MN-65, Mora;

**WHEREAS** the applications are complete, included all necessary documentation, appears in accordance with County Policies and licensing requirements and the application is in good standing with the County;

**WHEREAS** the establishment located at this address presently operates with these licenses;

**BE IT RESOLVED** to approve the On & Off-Sale, Sunday Liquor and Tobacco Licenses for The Crows Nest LLC located at 2743 MN-65, Mora, and will become effective the

date of closing.

d. Approve New Tobacco License for Dollar General

### **Resolution #\_\_\_ - 6/7/22**

**WHEREAS** the Kanabec County Auditor/Treasurer has received an application for a Tobacco license from DG Retail LLC dba Dollar General Store #23260 located at 2657 Highway 65, Mora;

**WHEREAS** the application is complete, included all necessary documentation, appears in accordance with County Policies and licensing requirements and the application is in good standing with the County;

**BE IT RESOLVED** to approve the Tobacco License for DG Retail LLC dba Dollar General Store #23260 located at 2657 Highway 65, Mora, and will become effective July 1, 2022.

### e. Approve Purchase of Replacement Printer for A/T Office



### taking technology further

MANAGED SERVICES CLOUD SERVICES BUSINESS IT SERVICES CARRIER SERVICES COPIERS & PRINTERS



marconet.com









### KANABEC COUNTY COORDINATOR

#### RECOMMENDED PRINT SOLUTION

ІТЕМ	DESCRIPTION	QUANTITY
BP-70C31	SHARP 70C31 31 PPM A3 COLOR MFP	1

### Specifications

- . 31 Black and White Pages Per Minute
- 31 Color Pages Per Minute
- 100 Sheet Bypass Tray
- (2) 550 Sheet Paper Tray
- Reduction Enlargement Capabilities
- 300 Sheet Dual Pass Document Feeder
- Automatic Duplexing
- Network Printing and Scanning
- Fax Board
- Scan to E-Mail/Network Folder



### MANAGED ACCOUNT PROGRAM (MAP)

Marco's Managed Account Program <u>includes</u> the <u>equipment</u>, <u>service</u>, and <u>supplies</u> (except staples, paper and network troubleshooting services). The result is a system with the capabilities and features you need—without the administrative headaches. You may also upgrade or downgrade your equipment at any time as your needs change.

- Black and White Prints included per Month: 3,750
- Black and White Print Overage: \$0.0085 / Print
- Color Prints included per Month: 167
- Color Print Overages: \$0.063 /Print

### DELIVERY, INSTALLATION, INITIAL SUPPLIES AND INITIAL TRAINING



MARCONET.COM | 2

### PURCHASE PLAN/MARCO SATISFACTION COMMITMENT

Purchase Payment with Discount Applied	\$5,894.05
DELIVERY, INSTALLATION, INITIAL SUPPLIES AND INITIAL TRAINING Delivery, Installation, Initial Supplies & Initial Training	Included
SERVICE AND SUPPLIES	
The service and supply contract includes all parts, labor, mileage, drums, toner, and de staples.	veloper—except paper and
Black and White Prints included per Month: 3,750 Black and White Print Overage: \$0.0085/Print Color Prints included per Month: 167 Color Prints included per Month: \$0.063/Print	\$42.40
The above pricing does <u>not</u> include applicable sales ta Prices quoted are subject to change and should be verified before pla	
Accepted by: Date:	
By signing this proposal, you are authorizing Marco Technologies LLC to order, install a listed equipment.	and invoice the above

# 10:25am Appointment Item a.

June 7, 2022

## REQUEST FOR BOARD ACTION

a. Subject: Request to Score a Job Description	b. Originating Department: Road & Bridge Department	
c. Estimated time: 5 Minutes	d. Presenter(s): Kim Christenson, HR Specialist	

### e. Board action requested:

Approve the following resolution:

### **Resolution #\_\_\_ - 6/7/22**

**WHEREAS** policy #P-106 states that job descriptions taken off the review cycle due to non-filled vacancies must be reviewed by the Board prior to reinstatement; and

**WHEREAS** the position of Senior Engineering Technician, Civil has been vacant and the job description last reviewed in 2012; and

**WHEREAS** the position of Senior Engineering Technician, Civil was not included in the compensation study and subsequent wage adjustment conducted in 2016; and

**WHEREAS** the job description for the Senior Engineering Technician, Civil has been reviewed and by the Public Works Director for possible reinstatement; and

WHEREAS the Public Works Director has submitted said job description; and

WHEREAS the Board has examined and evaluated the information;

**BE IT RESOLVED** to approve sending the updated job descriptions to the pay consultant for review and scoring.

### f. Background:

Date Received in County Coordinator's Office: 6/2/22

Coordinators Comments:

### **Kanabec County Position Description**

### Senior Engineering Technician, Civil

Exemption Status: Non-Exempt Date: 07/25/2012

Department: Public Works Board Approval: 08/08/12

	Job Specifications	
	FACTOR	LEVEL
	Education:	Associates degree or Diploma from a technical college program with emphasis on civil engineering technology or similar curriculum
	Experience:	12 years
Education & experience qualifications are a job-related combination substantially equivalent to the levels shown at right.	Required MnDOT Certifications:	Aggregate Production Grading and Base 1&2 Bituminous Street Bituminous Plant 1 Concrete Field 1&2 Concrete Plant 1 Bridge Construction Bridge Inspection Team Leader Valid driver's license
	Supervision given to:	None
	Supervision received from:	Public Works Director

### **Job Summary**

The primary purpose and responsibility of a Senior Engineering Technician is to act as the lead technician for project design, surveys, and construction inspection. Design responsibilities include ensuring plans and specifications are in accordance with the latest standards/versions, identifying best-value design options, and coordinating design efforts with other technical staff. Knowledge of latest CADD design software is required. Survey responsibilities include acting as crew chief for route, construction and bridge surveys, work with the latest surveying instruments and technology to maximize efficiency, and check all survey work to verify accuracy. Construction inspection responsibilities include acting as chief inspector for all Public Works construction projects, ensuring all required materials testing is completed, communicate with contractors, and keep thorough and accurate notes of construction activities. Basic knowledge of Microsoft Office software is also required.

### Some Examples of Essential Duties

### 45% Design and Drafting

- 1. Acts as lead designer for large and complex Public Works projects.
- 2. Develops design for new construction projects including required specifications, technical calculations, new grade lines, drainage, dimensions and amount of materials, and other contract considerations.
- 3. Plans and coordinates the preparations of plans, preliminary design, detail design, specifications, cost estimates, and other design matter for a variety of public works projects.
- 4. Operates various computer software to draft cross sections, topography, existing roadway or structures, and proposed improvements, including but not limited to: CADD (Microstation and Autocad Civil 3D) civil

- software (geopack, Intergraph, eagle point, CAHD, Field Works), GIS software (ArcGIS, ArcReader), spreadsheets including word processing (Microsoft Word and Excel).
- 5. Computer file management maintains files to assure system operations for file retrieval and organization.
- 6. Manage prototype drawings development, storage in CADD directory and document prototype drawings using drawing status, layer/level list, text style, etc.
- 7. Manage a user drawing file develop hard disk directories and sub directories, develop standard layer/level names, colors, line types, line weights according to state CADD data standards for construction plans.
- 8. CADD maintenance upgrades handle acquisition and installation of CADD software upgrades.
- 9. Manuals and standards use state manuals and standards to assure consistency and uniformity. Check drawing for consistency, presentation, format, clarity, and conformance to state standards.

### 20% Surveying

- 10. Leads in the surveying process by reading maps, taking shots, maintaining field notes, measuring quantities, recording elevations, laying out curves, and staking for construction.
- 11. Acts as crew chief.
- 12. Relays to survey crew what information is needed for complete and accurate survey.
- 13. Leads in solving complex survey problems from preliminary surveys to final construction staking.
- 14. Surveys, designs, and construction stakes miscellaneous public works projects parking lots, landscapes, storm drains, etc.
- 15. Downloads data collector data from survey file into computer software.
- 16. Checks all survey work.

### **15% Construction Inspection**

- 17. Ensures all required materials testing is completed in accordance with the schedule of materials control for all Public Works projects.
- 18. Inspects construction including grading, bituminous overlays, base and sub cuts, drainage, curb and gutter and culvert placement to insure compliance with contract plans and specifications.
- 19. Performs tests on compaction, bituminous proportionality, aggregate, and concrete air entrainment and slump.
- 20. Measures and records quantities of materials used.
- 21. Acts as a liaison between construction companies and the public.
- 22. Coordinates construction with utility companies.
- 23. Ensures proper procedures and thickness of material being used.
- 24. Checks the weight of hauling vehicles.
- 25. Inspects the new construction on county bridges to ensure all contract plans and specifications are being carried out.
- 26. Maintains a daily log on construction activities.
- 27. Prepares detailed reports on construction projects for the county and governmental agencies.

### 20% Miscellaneous

- 28. Assists in the development of a five year plan.
- 29. Participates in the road rating process.
- 30. Draws informational maps.
- 31. Maintains records of historical construction.
- 32. Prepares partial estimates for contractors.
- 33. Monitors the condition of county highways and bridges.
- 34. Prepares a variety of miscellaneous reports and records.
- 35. Prepares engineer's estimates for construction projects.
- 36. Leads in yearly inventory and inspection of bridges.
- 37. Performs related duties as assigned.

- 38. In charge of county fiber optic line maps and locates as needed.
- 39. Trains and assists survey crew to understand and fully use total stations, GPS and data collectors for surveys and construction stake out.
- 40. Complies with all county safety policies.

### **Physical Demand Analysis Summary**

In a typical 8 hour work day, this person sits 4 hours, stands 2 hours and walks 2 hours. Some special physical demands include:

- 1. Up to 10% of the time requires lifting and carrying up to 24 pounds.
- 2. Up to 70% of the time requires seeing with a full field of vision and distinguishing colors.
- 3. Up to 50% of the time requires seeing with near and far acuity, and with depth perception.
- 4. Up to 30% of the time requires verbal and written communication, and hearing normal conversation.
- 5. Up to 10% of the time requires hearing high pitched or low pitched sounds.
- 6. Up to 30% of the time requires bending/stooping.
- 7. Up to 10% of the time requires reaching above shoulder level, crouching, kneeling and pushing/pulling.
- 8. Up to 50% of the time requires working outside.
- 9. Up to 30% of the time requires being around moving machinery, exposure to marked changes in temperature & humidity and exposure to dust, fumes, odors, mist, toxic gases, poor ventilation, and adhesives.
- 10. Up to 10% of the time requires driving automotive equipment.
- 11. Up to 10% of the time requires use of the hands at the following heights: knees, mid thigh, waist, chest and shoulder

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment of the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

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

# 10:25am Appointment Item b

June 7, 2022

# REQUEST FOR BOARD ACTION

<ul><li>a. Subject: Sheriff's Office Systems</li><li>Specialist</li></ul>	b. Origination: Sheriff
c. Estimated time: 5 mins	d. Presenter(s): Kim Christenson

### e. Board action requested:

1. Approve the ranking of the Sheriff's Office Systems Specialist.

### **Resolution** #\_\_\_ - 06/07/22

Sheriff's Office Systems Specialist Evaluation

**WHEREAS** the board did by Resolution #17-08/17/21 refer the position of Sheriff's Office Systems Specialist to the pay plan consultant for review, and

**WHEREAS** the board has been presented with the results of that study;

**BE IT RESOLVED** to accept the following ranking for the "Sheriff's Office Systems Specialist" position, which results in Pay Range 11:

Category	Rank	Points
Qualifications	q45	91
Decisions	d24	52
Problem Solving	p15	74
Relationships	r13	48
Effort A	ea9	5
Effort B	eb11	12
Hazards	h17	13
Environment	n5	8
TOTAL POINT	303	

2. Approve hiring a Sheriff's Office Systems Specialist:

**Resolution #\_\_\_ - 06/17/22** 

WHEREAS there is a new position of an Sheriff's Office Systems Specialist, and

**WHEREAS** the board desires to fill this position;

**BE IT RESOLVED** that the County Board authorizes the Sheriff and the County Personnel Director to hire an Sheriff's Office Systems Specialist to fill the position at Step A, Range 11 of the pay plan which is \$23.56 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.

**BE IT FURTHER RESOLVED** to authorize the Sheriff and the County Personnel Director to refill any subsequent vacancies that may occur within the department due to internal promotion.

### f. Background:

The job description for this position was approved in August 2021, it was also approved to be sent to the Pay Consultant for pointing.

The score was received back from the pay consultant in August 2021. The approval for the ranking was never taken to the board for final approval.

We are now asking for final approval of the position ranking and also asking for approval to post the position.

Supporting Documents: None Attached: ☑

Date Received in County Coordinator's Office: N/A

**Coordinators Comments:** 

From: Wendie Lindberg [mailto:Wendie.Lindberg@mranet.org]

Sent: Thursday, August 19, 2021 4:05 PM

To: Kris McNally <Kris.McNally@co.kanabec.mn.us>; Kim Christenson <kim.christenson@co.kanabec.mn.us>

Subject: RE: New position eval

OK - thanks. Here is the revised rating, which places the job in Grade 11.

Title	Qualific	ations	Decis	ions	Prob Solv		Relatio	nships	Effort	A	Effort	В	Haza	rds	Enviro	nment	Total Points	
Sheriff's Office Systems Specialist	q45	91	d24	52	p15	74	r13	48	ea9	5	eb11	12	h17	13	n5	8	303	4

### Wendie Lindberg

Compensation Director Main: 763-253-9100 | Direct: 763-253-9721

## 10:45am Appointment

June 7, 2022

# REQUEST FOR BOARD ACTION

<ul><li>a. Subject: Information Systems (I.S.)</li><li>Request and Update</li></ul>	b. Origination: Board of Commissioners
c. Estimated time: 10 minutes	d. Presenter(s): Lisa Blowers, I.S. Director

- e. Board action requested:
  - a. Consider Approval of Help America Vote Act (HAVA)- 2022 Election Security Grant Expenditure Request
  - b. Department Update, information only

f. Background	ŀ
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Supporting Documents: None Attached: ☑

**Date received in County Coordinators Office:** 

**Coordinators Comments:** 

### **RESOLUTION # \_\_\_-6/3/22**

**WHEREAS**, the I.S. Director and Elections Administrator applied for and were awarded \$23,599.84 under a Help America Vote Act (HAVA)- 2022 Election Security Grant; and

**WHEREAS**, the said grant requires expenditures to be related to enhancement of election security; and

**WHEREAS**, the I.S. Director and Elections Administrator have prioritized spending said grant funds on a new firewall and anti-virus software; and

**WHEREAS**, a firewall and anti-virus software are allowable expenditures under HAVA grant guidelines;

**THEREFORE BE IT RESOLVED** that the Kanabec County Board of Commissioners hereby approves the use of the Help America Vote Act (HAVA)- 2022 Election Security Grant funds for the recommended firewall and anti-virus software.

### June 7, 2022 10:55am Appointment Agenda of Chad T. Gramentz, PE Public Works Director

1. C	Construction Bids	Resolution #1 (06-07-22)
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2. MnDOT Cooperative Construction Agreement Resolution #2 (06-07-22)

3. Public Ditch/Environmental Legal Services Resolution #3 (06-07-22)

4. Department Updates

# Resolution #1 (6-7-22) 2022 Bituminous Paving SAP 033-620-011, SAP 033-630-003, SAP 033-617-010, SAP 033-605-022, KCP 22-04, Arthur 22-01

WHEREAS the following bids were received on June 1, 2022 for bituminous reconditioning:

Knife River Corporation \$3,368,110.97 Duininck Inc. \$4,344,385.93

WHEREAS the low bid of \$3,368,110.97 was submitted by Knife River Corporation, and

WHEREAS a detailed bid abstract was presented before the Board and included herein, and

THEREFORE BE IT RESOLVED to accept the bid of \$3,368,110.97 by Knife River Corporation for bituminous reconditioning, and

BE IT FURTHER RESOLVED to authorize the Board Chair and County Coordinator to sign the contract.

# Resolution #2 (6-7-22) MnDOT Master Partnership Agreement

WHEREAS The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government, and

WHEREAS MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads, and

WHEREAS the parties wish to able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write "work orders" against a master contract would provide the greatest speed and flexibility in responding to identified needs.

THEREFORE BE IT RESOLVED That the County of Kanabec enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the Board, and

BE IT FURTHER RESOLVED That the Public Works Director is authorized to execute such contract, and any amendments thereto, and

BE IT FURTHER RESOLVED That the Public Works Director is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the Public Works Director may execute such work order contracts on behalf of the County of Kanabec without further approval by this Board.

# Resolution #3 (6-7-22) Public Ditch, Environmental Legal Services

WHEREAS a proposal for environmental and public ditch legal services was submitted by John Kolb of Rinkee Noonan, Attorneys at Law, and

WHEREAS said proposal was presented before the Board and is included herein, and

THEREFORE BE IT RESOLVED to accept the proposal for environmental and public ditch legal services by Rinke Noonan.

				Γ	Engineer l	Estimate	Knife River (	Corporation	Duining	k, Inc.
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
SECTION A	- SAP 033-61	7-010				\$985,651.10		\$1,116,740.84		\$1,328,941.72
1	2021.501	MOBILIZATION	L.S.	1	\$15,000.00	\$15,000.00	\$40,000.00	\$40,000.00	\$58,000.00	\$58,000.00
2	2051.501	MAINTENANCE & RESTORATION OF HAUL ROADS	L.S.	1	\$2,500.00	\$2,500.00	\$0.01	\$0.01	\$1.00	\$1.00
3	2104.502	REMOVE SIGN	EACH	107	\$32.00	\$3,424.00	\$35.00	\$3,745.00	\$50.00	\$5,350.00
4	2104.503	SAWING BITUMINOUS PAVEMENT	L.F.	350	\$5.00	\$1,750.00	\$2.00	\$700.00	\$1.95	\$682.50
5	2108.504	GEOTEXTILE FABRIC TYPE 5	SQ. YD.	750	\$1.33	\$997.50	\$2.00	\$1,500.00	\$4.80	\$3,600.00
6	2123.51	DOZER	HOUR	8	\$130.00	\$1,040.00	\$245.00	\$1,960.00	\$190.00	\$1,520.00
7	2123.51	MOTOR GRADER	HOUR	8	\$125.00	\$1,000.00	\$280.00	\$2,240.00	\$215.00	\$1,720.00
8	2123.51	2.0 CU. YD. SHOVEL	HOUR	8	\$195.00	\$1,560.00	\$245.00	\$1,960.00	\$260.00	\$2,080.00
9	2123.51	DISK HARROW	HOUR	8	\$150.00	\$1,200.00	\$0.95	\$7.60	\$185.00	\$1,480.00
10	2123.51	TAMPING ROLLER	HOUR	8	\$125.00	\$1,000.00	\$0.95	\$7.60	\$185.00	\$1,480.00
11	2211.507	AGGREGATE BASE (LV) CLASS 5	CU. YD.	500	\$18.00	\$9,000.00	\$16.00	\$8,000.00	\$26.90	\$13,450.00
12	2215.504	FULL DEPTH RECLAMATION	SQ. YD.	30,092	\$1.50	\$45,138.00	\$1.90	\$57,174.80	\$1.45	\$43,633.40
13	2221.507	SHOULDER BASE AGGREGATE (LV), CLASS 1	CU. YD.	900	\$20.00	\$18,000.00	\$38.00	\$34,200.00	\$35.60	\$32,040.00
14	2231.509	BITUMINOUS PATCHING MIXTURE	TON	300	\$85.00	\$25,500.00	\$71.00	\$21,300.00	\$114.00	\$34,200.00
15	2232.504	MILL BITUMINOUS SURFACE (2")	SQ. YD.	57,442	\$1.35	\$77,546.70	\$2.60	\$149,349.20	\$1.60	\$91,907.20
16	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	3,445	\$1.50	\$5,167.50	\$0.01	\$34.45	\$3.00	\$10,335.00
17	2357.606	BITUMINOUS MATERIAL FOR SHOULDER TACK	GAL	1,885	\$2.00	\$3,770.00	\$3.70	\$6,974.50	\$3.50	\$6,597.50
18	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	3,296	\$65.00	\$214,240.00	\$62.00	\$204,352.00	\$75.64	\$249,309.44
19	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	3,388	\$75.00	\$254,100.00	\$69.00	\$233,772.00	\$88.65	\$300,346.20
20	2360.509	TYPE SP 12.5 NONWEARING COURSE MIXTURE (2,C)	TON	3,388	\$75.00	\$254,100.00	\$68.00	\$230,384.00	\$89.60	\$303,564.80
21	2506.602	REPAIR CATCH BASIN	EACH	26	\$500.00	\$13,000.00	\$2,170.00	\$56,420.00	\$4,150.00	\$107,900.00
22	2540.602	MAILBOX SUPPORT	EACH	27	\$84.00	\$2,268.00	\$145.00	\$3,915.00	\$225.00	\$6,075.00
23	2563.601	TRAFFIC CONTROL	L.S.	1	\$3,500.00	\$3,500.00	\$9,000.00	\$9,000.00	\$1,800.00	\$1,800.00
24	2564.518	SIGN PANELS TYPE C	SQ. FT.	327	\$50.00	\$16,350.00	\$105.00	\$34,335.00	\$110.00	\$35,970.00
25	2564.518	SIGN PANELS TYPE D	SQ. FT.	98	\$50.00	\$4,900.00	\$105.00	\$10,290.00	\$110.00	\$10,780.00
26	2582.503	4" SOLID LINE PAINT	L.F.	28,154	\$0.15	\$4,223.10	\$0.08	\$2,252.32	\$0.08	\$2,252.32
27	2582.503	4" SOLID LINE PAINT	L.F.	35,842	\$0.15	\$5,376.30	\$0.08	\$2,867.36	\$0.08	\$2,867.36
SECTION B	-SAP 033-605	5-022				\$113,917.85		\$119,768.12		\$180,322.70
28	2021.501	MOBILIZATION	L.S.	1	\$15,000.00	\$15,000.00	\$9,000.00	\$9,000.00	\$48,900.00	\$48,900.00
29	2051.501	MAINTENANCE & RESTORATION OF HAUL ROADS	L.S.	1	\$2,500.00	\$2,500.00	\$0.01	\$0.01	\$1.00	\$1.00
30	2104.502	REMOVE SIGN	EACH	15	\$32.00	\$480.00	\$35.00	\$525.00	\$50.00	\$750.00
31	2104.503	SAWING BITUMINOUS PAVEMENT	L.F.	150	\$5.00	\$750.00	\$2.00	\$300.00	\$1.95	\$292.50
32	2108.504	GEOTEXTILE FABRIC TYPE 5	SQ. YD.	250	\$1.33	\$332.50	\$2.00	\$500.00	\$0.00	\$0.00
33	2123.51	DOZER	HOUR	2	\$130.00	\$260.00	\$245.00	\$490.00	\$190.00	\$380.00
34	2123.51	MOTOR GRADER	HOUR	2	\$125.00	\$250.00	\$280.00	\$560.00	\$215.00	\$430.00
35	2123.51	2.0 CU. YD. SHOVEL	HOUR	2	\$195.00	\$390.00	\$245.00	\$490.00	\$260.00	\$520.00
36	2123.51	DISK HARROW	HOUR	2	\$150.00	\$300.00	\$0.95	\$1.90	\$185.00	\$370.00
37	2123.51	TAMPING ROLLER	HOUR	2	\$125.00	\$250.00	\$0.95	\$1.90	\$185.00	\$370.00
38	2211.507	AGGREGATE BASE (LV) CLASS 5	CU. YD.	150	\$18.00	\$2,700.00	\$16.00	\$2,400.00	\$43.80	\$6,570.00
39	2221.507	SHOULDER BASE AGGREGATE (LV), CLASS 1	CU. YD.	128	\$20.00	\$2,560.00	\$38.00	\$4,864.00	\$35.60	\$4,556.80
40	2231.509	BITUMINOUS PATCHING MIXTURE	TON	50	\$85.00	\$4,250.00	\$71.00	\$3,550.00	\$135.00	\$6,750.00

				Engineer Estimate		Knife River Corporation		Duininck, Inc.	
Line Item I	tem Code Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
41	2232.504 MILL BITUMINOUS SURFACE (2")	SQ. YD.	8,371	\$1.35	\$11,300.85	\$2.60	\$21,764.60	\$1.70	\$14,230.70
42	2357.506 BITUMINOUS MATERIAL FOR TACK COAT	GAL	586	\$1.50	\$879.00	\$0.01	\$5.86	\$3.00	\$1,758.00
43	2360.509 TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	963	\$65.00	\$62,595.00	\$62.00	\$59,706.00	\$82.20	\$79,158.60
44	2506.602 REPAIR CATCH BASIN	EACH	1	\$500.00	\$500.00	\$2,170.00	\$2,170.00	\$4,150.00	\$4,150.00
45	2563.601 TRAFFIC CONTROL	L.S.	1	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00	\$1,800.00	\$1,800.00
46	2564.518 SIGN PANELS TYPE C	SQ. FT.	52	\$50.00	\$2,600.00	\$105.00	\$5,460.00	\$110.00	\$5,720.00
47	2564.518 SIGN PANELS TYPE D	SQ. FT.	27	\$50.00	\$1,362.50	\$105.00	\$2,861.25	\$110.00	\$2,997.50
48	2582.503 4" SOLID LINE PAINT	L.F.	2,416	\$0.15	\$362.40	\$0.08	\$193.28	\$0.08	\$193.28
49	2582.503 4" SOLID LINE PAINT	L.F.	5,304	\$0.15	\$795.60	\$0.08	\$424.32	\$0.08	\$424.32
	SAP 033-620-011				\$666,059.50		\$684,885.90		\$894,294.55
50	2021.501 MOBILIZATION	L.S.	1	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00	\$46,000.00	\$46,000.00
51	2051.501 MAINTENANCE & RESTORATION OF HAUL ROADS	L.S.	1	\$5,000.00	\$5,000.00	\$0.01	\$0.01	\$1.00	\$1.00
52	2104.502 REMOVE SIGN	EACH	27	\$32.00	\$864.00	\$35.00	\$945.00	\$50.00	\$1,350.00
53	2104.503 SAWING BITUMINOUS PAVEMENT	L.F.	100	\$5.00	\$500.00	\$2.00	\$200.00	\$1.95	\$195.00
54	2108.504 GEOTEXTILE FABRIC TYPE 5	SQ. YD.	750	\$1.33	\$997.50	\$2.00	\$1,500.00	\$4.80	\$3,600.00
55	2123.51 DOZER	HOUR	8	\$130.00	\$1,040.00	\$245.00	\$1,960.00	\$190.00	\$1,520.00
56	2123.51 MOTOR GRADER	HOUR	8	\$125.00	\$1,000.00	\$280.00	\$2,240.00	\$215.00	\$1,720.00
57	2123.51 2.0 CU. YD.SHOVEL	HOUR	8	\$195.00	\$1,560.00	\$240.00	\$1,920.00	\$260.00	\$2,080.00
58	2123.51 DISK HARROW	HOUR	8	\$150.00	\$1,200.00	\$0.95	\$7.60	\$185.00	\$1,480.00
59	2123.51 TAMPERING ROLLER	HOUR	8	\$125.00	\$1,000.00	\$0.95	\$7.60	\$185.00	\$1,480.00
60	2211.507 AGGREGATE BASE (LV) CLASS 5	CU. YD.	200	\$18.00	\$3,600.00	\$16.00	\$3,200.00	\$54.45	\$10,890.00
61	2215.504 FULL DEPTH RECLAMATION	SQ. YD.	30,000	\$1.50	\$45,000.00	\$1.90	\$57,000.00	\$1.50	\$45,000.00
62	2221.507 SHOULDER BASE AGGREGATE (LV) CLASS 1	CU. YD.	1,249	\$20.00	\$24,980.00	\$34.00	\$42,466.00	\$46.75	\$58,390.75
63	2231.509 BITUMINOUS PATCHING MIXTURE	TON	300	\$85.00	\$25,500.00	\$73.00	\$21,900.00	\$120.00	\$36,000.00
64	2357.506 BITUMINOUS MATERIAL FOR TACK COAT	GAL	1,429	\$1.50	\$2,143.50	\$0.01	\$14.29	\$3.00	\$4,287.00
65	2360.509 TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	3,364	\$75.00	\$252,300.00	\$73.00	\$245,572.00	\$98.10	\$330,008.40
66	2360.509 TYPE SP 12.5 NONWEARING COURSE MIXTURE (2,C)	TON	3,364	\$75.00	\$252,300.00	\$73.00	\$245,572.00	\$99.00	\$333,036.00
67	2540.602 MAILBOX SUPPORT	EACH	4	\$125.00	\$500.00	\$145.00	\$580.00	\$225.00	\$900.00
68	2563.601 TRAFFIC CONTROL	L.S.	1	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00
69	2564.518 SIGN PANELS TYPE C	SQ. FT.	33	\$50.00	\$1,650.00	\$105.00	\$3,465.00	\$110.00	\$3,630.00
70	2564.518 SIGN PANELS TYPE D	SQ. FT.	78	\$50.00	\$3,900.00	\$105.00	\$8,190.00	\$110.00	\$8,580.00
71	2582.503 4" SOLID LINE PAINT	L.F.	21,372	\$0.15	\$3,205.80	\$0.08	\$1,709.76	\$0.08	\$1,709.76
72	2582.503 4" SOLID LINE PAINT	L.F.	5,458	\$0.15	\$818.70	\$0.08	\$436.64	\$0.08	\$436.64
	SAP 033-630-003				\$425,720.45		\$437,356.38		\$600,518.44
73	2021.501 MOBILIZATION	L.S.	1	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00	\$43,400.00	\$43,400.00
74	2051.501 MAINTENANCE & RESTORATION OF HAUL ROADS	L.S.	1	\$5,000.00	\$5,000.00	\$0.01	\$0.01	\$1.00	\$1.00
75	2104.502 REMOVE SIGN	EACH	13	\$32.00	\$416.00	\$35.00	\$455.00	\$50.00	\$650.00
76	2104.503 SAWING BITUMINOUS PAVEMENT	L.F.	100	\$5.00	\$500.00	\$2.00	\$200.00	\$1.95	\$195.00
77	2108.504 GEOTEXTILE FABRIC TYPE 5	SQ. YD.	750	\$1.33	\$997.50	\$2.00	\$1,500.00	\$4.80	\$3,600.00
78	2123.51 DOZER	HOUR	8	\$130.00	\$1,040.00	\$245.00	\$1,960.00	\$190.00	\$1,520.00
79	2123.51 MOTOR GRADER	HOUR	8	\$125.00	\$1,000.00	\$280.00	\$2,240.00	\$215.00	\$1,720.00

				Engineer	Estimate	Knife River C	Corporation	Duining	k, Inc.
Line Item	Item Code Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
80	2123.51 2.0 CU. YD.SHOVEL	HOUR	8	\$195.00	\$1,560.00	\$245.00	\$1,960.00	\$260.00	\$2,080.00
81	2123.51 DISK HARROW	HOUR	8	\$150.00	\$1,200.00	\$0.95	\$7.60	\$185.00	\$1,480.00
82	2123.51 TAMPERING ROLLER	HOUR	8	\$125.00	\$1,000.00	\$0.95	\$7.60	\$185.00	\$1,480.00
83	2211.507 AGGREGATE BASE (LV) CLASS 5	CU. YD.	200	\$18.00	\$3,600.00	\$16.00	\$3,200.00	\$41.90	\$8,380.00
84	2215.504 FULL DEPTH RECLAMATION	SQ. YD.	17,541	\$1.50	\$26,311.50	\$1.90	\$33,327.90	\$1.50	\$26,311.50
85	2221.507 SHOULDER BASE AGGREGATE (LV) CLASS 1	CU. YD.	816	\$20.00	\$16,320.00	\$34.00	\$27,744.00	\$47.60	\$38,841.60
86	2231.509 BITUMINOUS PATCHING MIXTURE	TON	300	\$85.00	\$25,500.00	\$73.00	\$21,900.00	\$130.00	\$39,000.00
87	2357.506 BITUMINOUS MATERIAL FOR TACK COAT	GAL	843	\$1.50	\$1,264.50	\$0.01	\$8.43	\$3.00	\$2,529.00
88	2360.509 TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	1,985	\$75.00	\$148,875.00	\$73.00	\$144,905.00	\$105.35	\$209,119.75
89	2360.509 TYPE SP 12.5 NONWEARING COURSE MIXTURE (2,C)	TON	1,985	\$75.00	\$148,875.00	\$73.00	\$144,905.00	\$106.35	\$211,104.75
90	2563.601 TRAFFIC CONTROL	L.S.	1	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$1,800.00	\$1,800.00
91	2564.518 SIGN PANELS TYPE C	SQ. FT.	16	\$50.00	\$800.00	\$105.00	\$1,680.00	\$110.00	\$1,760.00
92	2564.518 SIGN PANELS TYPE D	SQ. FT.	38	\$50.00	\$1,900.00	\$105.00	\$3,990.00	\$110.00	\$4,180.00
93	2582.503 4" SOLID LINE PAINT	L.F.	12,214	\$0.15	\$1,832.10	\$0.08	\$977.12	\$0.08	\$977.12
94	2582.503 4" SOLID LINE PAINT	L.F.	4,859	\$0.15	\$728.85	\$0.08	\$388.72	\$0.08	\$388.72
SECTION E-	KCP 22-04				\$1,247,203.35		\$857,067.73		\$1,124,088.52
95	2021.501 MOBILIZATION	L.S.	1	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$45,000.00	\$45,000.00
96	2051.501 MAINTENANCE & RESTORATION OF HAUL ROADS	L.S.	1	\$5,000.00	\$5,000.00	\$0.01	\$0.01	\$1.00	\$1.00
97	2104.502 REMOVE SIGN	EACH	134	\$32.00	\$4,288.00	\$35.00	\$4,690.00	\$50.00	\$6,700.00
98	2104.503 SAWING BITUMINOUS PAVEMENT	L.F.	220	\$5.00	\$1,100.00	\$2.00	\$440.00	\$1.95	\$429.00
99	2108.504 GEOTEXTILE FABRIC TYPE 5	SQ. YD.	750	\$1.33	\$997.50	\$2.00	\$1,500.00	\$4.80	\$3,600.00
100	2123.51 DOZER	HOUR	8	\$130.00	\$1,040.00	\$245.00	\$1,960.00	\$190.00	\$1,520.00
101	2123.51 MOTOR GRADER	HOUR	8	\$125.00	\$1,000.00	\$280.00	\$2,240.00	\$215.00	\$1,720.00
102	2123.51 2.0 CU. YD.SHOVEL	HOUR	8	\$195.00	\$1,560.00	\$245.00	\$1,960.00	\$260.00	\$2,080.00
103	2123.51 DISK HARROW	HOUR	8	\$150.00	\$1,200.00	\$0.95	\$7.60	\$185.00	\$1,480.00
104	2123.51 TAMPERING ROLLER	HOUR	8	\$125.00	\$1,000.00	\$0.95	\$7.60	\$185.00	\$1,480.00
105	2211.507 AGGREGATE BASE (LV) CLASS 5	CU. YD.	200	\$18.00	\$3,600.00	\$16.00	\$3,200.00	\$38.00	\$7,600.00
106	2221.507 SHOULDER BASE AGGREGATE (LV) CLASS 1	CU. YD.	1,320	\$20.00	\$26,400.00	\$32.00	\$42,240.00	\$43.00	\$56,760.00
107	2231.509 BITUMINOUS PATCHING MIXTURE	TON	300	\$85.00	\$25,500.00	\$71.00	\$21,300.00	\$125.00	\$37,500.00
108	2357.506 BITUMINOUS MATERIAL FOR TACK COAT	GAL	3,900	\$1.50	\$5,850.00	\$0.01	\$39.00	\$3.00	\$11,700.00
109	2357.506 BITUMINOUS MATERIAL FOR SHOULDER TACK	GAL	4,960	\$75.00	\$372,000.00	\$3.70	\$18,352.00	\$3.50	\$17,360.00
110	2360.509 3/4" SP 4.5 NONWEARING COURSE, TIGHT BLADE LEVEL	ING TON	1,089	\$65.00	\$70,785.00	\$71.00	\$77,319.00	\$114.00	\$124,146.00
111	2360.509 TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	8,975	\$65.00	\$583,375.00	\$62.00	\$556,450.00	\$82.00	\$735,950.00
112	2540.602 MAILBOX SUPPORT	EACH	45	\$1,250.00	\$56,250.00	\$145.00	\$6,525.00	\$225.00	\$10,125.00
113	2563.601 TRAFFIC CONTROL	L.S.	1	\$7,000.00	\$7,000.00	\$25,000.00	\$25,000.00	\$3,000.00	\$3,000.00
114	2564.518 SIGN PANELS TYPE C	SQ. FT.	312	\$50.00	\$15,600.00	\$105.00	\$32,760.00	\$110.00	\$34,320.00
115	2564.518 SIGN PANELS TYPE D	SQ. FT.	52	\$50.00	\$2,600.00	\$105.00	\$5,460.00	\$110.00	\$5,720.00
116	2564.518 SIGN PANELS TYPE SPECIAL	SQ. FT.	56	\$50.00	\$2,800.00	\$105.00	\$5,880.00	\$110.00	\$6,160.00
117	2582.503 4" SOLID LINE PAINT	L.F.	62,100	\$0.15	\$9,315.00	\$0.08	\$4,968.00	\$0.08	\$4,968.00
118	2582.503 4" SOLID LINE PAINT	L.F.	59,619	\$0.15	\$8,942.85	\$0.08	\$4,769.52	\$0.08	\$4,769.52
SECTION F	- Arthur Township Project 22-01				\$172,570.00		\$152,292.00		\$216,220.00

					Engineer Estimate		Knife River Corporation		Duininck, Inc.	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
119	2021.501	MOBILIZATION	L.S.	1	\$15,000.00	\$15,000.00	\$5,500.00	\$5,500.00	\$2,500.00	\$2,500.00
120	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	1,350	\$75.00	\$101,250.00	\$68.00	\$91,800.00	\$102.00	\$137,700.00
121	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	828	\$65.00	\$53,820.00	\$64.00	\$52,992.00	\$90.00	\$74,520.00
122	2563.601	TRAFFIC CONTROL	L.S.	1	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00

Grand Total: \$3,611,122.25 \$3,368,110.97 \$4,344,385.93

-6.7% 27.0%

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS

OF THE STATE OF MINNESOTA.

SIGNATURE:\_\_\_

DATE: 6/1/22



# STATE OF MINNESOTA MASTER PARTNERSHIP CONTRACT

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the "State" and the Kanabec County, acting through its County Board, in this contract referred to as the "Other Party."

#### **Recitals**

- 1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
- 2. Minn. Stat. § 161.20, subd. 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.
- 3. Each party to this contract is a "road authority" as defined by Minn. Stat. §160.02, subd. 25.
- 4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
- 5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
- 6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a "Work Order" contracts.
- 7. After the execution of this MPC, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
- 8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

### **Contract**

### 1. Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms

- 1.1. **Effective Date**: This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State's Authorized Representative.
- 1.2. **Expiration Date**. This Contract will expire on June 30, 2027.
- 1.3. **Exhibits**. Exhibit A is attached and incorporated into this agreement.
- 1.4. Work Order Contracts. A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.5. **Survival of Terms**. The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. Sample Work Order. A sample work order contract is available upon request from the State.
- 1.7. Definition of "Providing Party" and "Requesting Party". For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. "Requesting Party" is defined as the party requesting the other party to perform work under a work order contract. "Providing Party" is defined as the party performing the scope of work under a work order contract.

#### 2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A Table of Technical Services is attached.
  - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. Payment Basis. Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

### 3. Services Requiring a Work Order Contract

- 3.1. **Work Order Contracts**: A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services**. A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services "means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task." Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance**. A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration**. A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. Emergency Services. A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

### 4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts**. The terms in this section 4.1 will apply to ALL work order contracts.
  - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
  - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will

furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance**. The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
  - 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
  - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
  - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration**. The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
  - 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
  - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
  - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
  - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
  - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
  - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
  - 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
  - a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
  - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
  - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
  - d. All improvements constructed on the State's right-of-way will become the property of the State.

### 5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

### 6. Time

6.1. In the performance of project work under a work order contract, time is of the essence.

### 7. Consideration and Payment

- 7.1. **Consideration**. The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation**. The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed \$250,000.00.
- 7.3. **Travel Expenses**. It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

### 7.4. Payment

7.4.1. **Generally**. The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.

### 7.4.2. Payment by the Other Party.

- a. The Other Party will make payment to the order of the Commissioner of Transportation.
- b. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.
- c. Remit payment to the address below:

**MnDOT** 

Attn: Cash Accounting

RE: MnDOT Contract Number 1050318W[XX] and Invoice Number: 00000[#####]

(see note above)

Mail Stop 215

395 John Ireland Blvd

St. Paul, MN 55155

### 7.4.3. Payment by the State.

- a. Generally. The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
- b. Retainage for Professional and Technical Services. For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

### 8. Conditions of Payment

8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

### 9. State's Authorized Representative and Project Manager

- 9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 9.2. The State's Project Manager will be identified in each work order contract.

### 10. Other Party's Authorized Representative and Project Manager

- 10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.
- 10.2. The Other Party's Project Manager will be identified in each work order contract.

### 11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment**. Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments**. Any amendment to this master contract or any work order contract 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 contract, or their successors in office.
- 11.3. **Waiver**. If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete**. This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

#### 12. Liability

12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

### 13. State Audits

13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

### 14. Government Data Practices and Intellectual Property

14.1. **Government Data Practices**. The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.

### 14.2. Intellectual Property Rights

14.2.1. Intellectual Property Rights. The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

### 14.2.2. Obligations with Respect to Intellectual Property.

- a. **Notification**. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation**. The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

### 15. Affirmative Action

- 15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:
- 15.2. Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

15.3. **Minn. Stat. § 363A.36**. Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

### 15.4. Minn. R. Parts 5000.3400-5000.3600.

- 15.4.1. **General**. Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.4.2. **Disabled Workers**. The Contractor must comply with the following affirmative action requirements for disabled workers:
  - a. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - b. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
  - e. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.4.3. **Consequences**. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.4.4. **Certification**. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

### 16. Workers' Compensation

16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

### 17. Publicity

- 17.1. **Publicity**. Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. **Data Practices Act**. Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

### 18. Governing Law, Jurisdiction, and Venue

18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

### 19. Prompt Payment; Payment to Subcontractors

19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

### 20. Minn. Stat. § 181.59.

20.1. The Other Party will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

### 21. Termination; Suspension

- 21.1. **Termination by the State for Convenience**. The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Other Party for Convenience**. The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.3. **Termination for Insufficient Funding**. The State may immediately terminate or suspend this MPC and any work order contract 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 or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

#### 22. Data Disclosure

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

### 23. Defense of Claims and Lawsuits

23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

#### 24. Additional Provisions

24.1. NONE

[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

### **OTHER PARTY**

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

Ву:		
Title: _		
Title: _		
Date:		

### **COMMISSIONER OF TRANSPORTATION**

### Exhibit A – Table of Technical Services Master Partnership Contract Program FY 2023-2027

Source		
Code	Title	Description
		Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing,
		plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with
1735	Bituminous Plant Inspection	bituminous plant inspection.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
		Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median
2819	Bridge Curb, Walk And Railing	barriers on bridges. Includes related traffic control.
		Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck
2820	Bridge Deck	or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2000		All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device
2827	Bridge Expansion, Relief Joints	bolts and replacing seal glands. Includes related traffic control.
2055	Bridge In an estima Direct Comment	
2855	Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance.  All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin
2828	Bridge Inspection-Federal Fund	with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.
		All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments.
2824	Bridge Inspection-Non-Federal	Includes related inspection reports and deck condition surveys.
	Bridge Management System	
1421	Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
2847	Bridge Poured/ Relief Joint Seal	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance).
		All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and
2829	Bridge Superstructure	box girders. Includes related traffic control.
		Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump
2316	Brush & Tree Removal	removal/grinding. Includes related traffic control.
		All expenses of business/office managers for general management and administration of support functions. includes
0032	Business Unit Management	administering central facilities maintenance and facilities capital budgets.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.

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Source		
Code	Title	Description
		Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing,
1722	Congrete Plant Increations	plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with
1733	Concrete Plant Inspections	stationary concrete plants or mobile concrete paving plant inspection.  Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete,
		reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in
		multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished
		by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection
		(materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the
1734	Construction Materials Inspections	field and offices).
1802	Construction Surveying	Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying
		All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic
2106	Crack Sealing	control.
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
		All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review,
		measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay
		quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and
		transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related
		activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all
		miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the
		construction project Includes all work associated with evaluation of implementation of intelligent compaction devices to
1800	Field Inspection	determine if construction contract terms have been met.
		All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys
1040	Final Design Surveys	base map or DTM.
0601	Gon Training Propagation Polivery	Use for time, materials, and travel expenses when developing or delivering training. includes course preparation, designing
0601	Gen Training Preparation - Delivery	materials, and managing training records.  Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector
2210	Guardrail-Install/Repair/Maintenance	replacement. includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
		All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing,
		maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting
		structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems
1071	Lighting Maintenance 9, Litilities	and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public
1871	Lighting Maintenance & Utilities	inquiries/complaints, review utility billings, provide data, and conduct field reviews.

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Source		
Code	Title	Description
		Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic
1875	Locate One Call	management system, signal systems, or roadway lighting systems.
		Performing construction phase and research physical and chemical laboratory testing, and related technical services in the
		districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and
		related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling
1732	Material Testing & Inspection	weight deflectometer (FWD) testing.
		Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for
2660	Misc Revenue	gravel sold to contractors and others.
		Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work
		on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering
2822	Miscellaneous Bridge Maintenance	materials, and picking up equipment. Includes related traffic control.
	On Call Electronic Communications Infrastructure	
3049	Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
		Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead
2142	Overhead Sign Panel Maintenance	sign structures. Includes related cable locates and traffic control. Does not include structural work.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
		For tasks related to the operation of the pavement management system, including development and maintenance/technical
1520	Pavement Management System	support. Includes tasks to meet needs external to MnDOT.
		Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using
2406	Plowing & Material Application	mobile equipment. Includes changing cutting edges during event and related traffic control.
		Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications
		systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment -
3005	Radio - Mobile Equipment	Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
		Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios
3027	Radio Programming	used as fixed base radios as part of the Inter-OP System (Use 3009).
		Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications
		systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment -
2002	Builty /Floring to before the of	Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of
3002	Radio/Electronic Infrastructure	Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3007	Radio/Electronic System Engineering	Use for design of microwave, radio and miscellaneous electronic systems.
2000	Dadia/Elastuania Costana Huana da O Installatian	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic
3009	Radio/Electronic System Upgrade & Installation	systems. Use for all work performed to correct or repair deficiencies found in a new installation.
		Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and
1710	Dogard Compling	checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split
1716	Record Sampling	sample.

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Source		
Code	Title	Description
2222	Cian / Dolin action / Markor Bonsin	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and
2222	Sign/Delineation/Marker Repair	repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.  All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals
		for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil
		classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct sheer, permeability
1182	Soils/Foundation Field/Laboratory Tests	and triaxial tests.
1102	Solis/1 outlation Field/ Edboratory Tests	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction
1879	State Furnished Materials	project with federal participation.
10,5	State Furnished Materials	project man reactal paracipation
		Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies
		to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical
		services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop
		drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural
		metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical
1738	State Project - Specific Materials Inspection	services in the field and offices).
		Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks
		related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and
1434	Structural Metals Inspection-Non DOT	engineering, and technical services in the field and offices) for local agency projects.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
		Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other
0152	Support Services	MnDOT systems, attending staff meetings and other indirect support activities.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
2025	To a do this sale	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing,
3025	Tower/Building Maintenance	landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
		Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic
1076	Traffic Counting	monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities,
1876	Trainic Counting	collecting field data, processing data, and developing new techniques for collection.
		Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information,
		managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera
		maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables,
		monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber
		optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use
1501	Traffic Management System (TMS)	when providing traffic operations technical assistance external to MnDOT. Use with
		1 0

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Source		
Code	Title	Description
		For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into
1513	Traffic Management System (TMS) Integration	existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
		Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters,
		cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance
1500	Traffic Mgt System Maintenance	activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).
		Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal
2863	Traffic Signal Inspection	systems/structures. Includes labor, equipment, materials, and traffic control.
		Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic
		signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public
1870	Traffic Signal Maintenance	inquiries.
		All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and
2834	Waterway Maintenance	channel protection repair that is not part of slope protection. Includes related traffic control.

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May 31, 2022 Direct Dial: 320-656-3503 Jkolb@RinkeNoonan.com

Kanabec County Board of Commissioners c/o Denise Snyder, Auditor/Treasurer 18 N. Vine St. Mora, MN 55051 Kanabec County Attorney Attn: Barbara McFadden 18 N. Vine St. Mora, MN 55051

# SENT VIA U.S. MAIL & EMAIL TO: denise.snyder@co.kanabec.mn.us

SENT VIA U.S. MAIL & EMAIL TO: barbara.mcfadden@co.kanabec.mn.us

Re: Legal Services Engagement, 2022; One Watershed One Plan and Drainage Matters Our File No. 25745-###

Dear Board of Commissioners and Ms. McFadden:

Thank you for placing your continued confidence in Rinke Noonan Law Firm to provide legal counsel to Kanabec County in its capacity as the public drainage authority under Minnesota Statutes, chapter 103E. Our current services to the County have been engaged on a case-by-case basis as specific issues or proceedings related to public drainage systems arise.

Recently, we were contacted by your Public Works Director, Chad Gramentz, regarding the County's involvement in Watershed Management Planning for the Snake River watershed under the State's One Watershed One Plan planning process. Chad communicated several questions and concerns raised by you and others involved in the planning process related to the planning process, complications related to planning partners and the consequences of either participating or failing to participate in the development, adoption or implementation of a Comprehensive Watershed Management Plan for the watershed. Further, Chad inquired regarding the continued necessity or viability of the Snake River Watershed Management Board (a Joint Powers Organization comprised of members from local governing bodies within the watershed).

Our firm, and specifically, John Kolb, has participated in and advised clients regarding the planning, development, adoption and implementation of One Watershed One Plan – Comprehensive Watershed Management Plans – including the development of agreements and organizational structures for the implementation of such plans and the associated Watershed Based Implementation Funds from the State of Minnesota.

On Chad's request, we are providing our proposal to assist and advise the Board regarding the One Watershed One Plan process. Though already a client of the firm related to specific public drainage

Suite 300 US Bank Plaza 1015 W. St. Germain St. P.O. Box 1497 St. Cloud, MN 56302 320.251.6700

www.rinkenoonan.com

[4705905] Kanabec LSA Letter 2022 - 1W1P

proceedings, the County has no formal, on-going legal services agreement with the firm. This letter contains our terms of service.

Should the County desire to formalize its agreement with Rinke Noonan, our representation will be limited to the matters described herein. To the extent the County desires to engage our firm to represent it regarding other matters, the County will be required to sign a separate engagement agreement describing the scope of that representation prior to our initiation of services.

**Identification of Parties:** This Legal Services Agreement ("Agreement") is made between Rinke Noonan, Ltd. (hereinafter "Rinke Noonan", "We/we", "Our/our," or "Us/us") and Kanabec County (hereinafter referred to also as the "County" or "Drainage Authority").

**Scope of Representation:** We will provide legal services to the County for the purpose of advising it on matters related to its duties, authorities, and responsibilities as the public drainage authority for Kanabec County pursuant to Minnesota Statutes, chapter 103E, and watershed/county water management planning and implementation pursuant to Minnesota Statutes, chapter 103B.

**Legal Fees and Billing Statements:** As work progresses on any given matter, we will submit a billing statement to you every thirty days. Expenses will be separately stated on the billing statement and our fees will be charged as indicated below. Our billing statements are due and payable upon presentation, and are overdue if not paid by the due date set forth on the statement.

Unless notified otherwise, all billing statements will be addressed as follows:

Kanabec County c/o Denise Snyder, Auditor/Treasurer 18 N. Vine St. Mora, MN 55051

The County is responsible for payment of all legal fees, expenses, and disbursements. Please see the "Expenses" provision and "Late Payment and Failure to Pay" provisions of this Agreement for further information.

All work performed for the County, as described in the Scope of Representation above, will be billed according to the discounted hourly rates for government clients described below. Under this proposal, we may also open a general inquiries file for simple inquires and verbal and written opinions general in nature for the County Board and its staff which are not related directly to a specific matter or proceeding.

**Hourly Rate:** In order to meet the unique needs of our public-sector, government clients, Rinke Noonan provides a reasonable discount in billing rates when compared to representation of our private clients. Our rates for our government clients for 2022 are as follows:

Senior Attorneys (7+ Years Experience): \$360/hour
Associate Attorneys (4-7 Years Experience): \$285/hour
Associate Attorneys (0-3 Years Experience): \$260/hour
Paralegals & Legal Technicians: \$100-\$205/hour
Clerical Staff: No Charge

Our representation of the County will be ongoing unless terminated as described herein. From time to time, it is necessary to adjust our hourly rates to compensate for increased experience factors or for inflationary cost increases in our economy. We will, of course, notify the County of such adjustments which are reviewed on a yearly basis.

I will serve as the primary attorney for the County on its public drainage and other matters described herein. In conjunction, the County may from time to time frequently work with the following public drainage authority attorneys:

**Kale Van Bruggen, Senior Attorney**320-656-3522; kvanbruggen@rinkenoonan.com
320-656-3508; jvonkorff@rinkenoonan.com

**Zachary Burmeister, Associate Attorney (4-7 yrs.)**320-656-3516; zburmeister@rinkenoonan.com

Kurt Deter, Senior Attorney
320-656-3505; kdeter@rinkenoonan.com

In the event of an emergency, the County Board or its staff should not hesitate to contact me or any of the individuals listed above. In addition, the Drainage Authority may contact paralegals Julie Fincher or Kathleen Bundy at 320-251-6700.

Other individuals may assist with County matters from time to time, or even assume a specific matter as the lead attorney. The use of associate attorneys, paralegals, legal technicians, law clerks, and other staff results in a direct savings to the County since they may more economically perform tasks which do not require the attention of a senior or lead attorney. If you have any questions or concerns regarding delegation of responsibilities and work between attorneys, please contact me to discuss these issues.

It is our policy to describe services performed in a detailed manner so that the County Board and its staff may be able to understand fully our services and charges. If there are any questions relating to the services or the charges, we will be pleased to discuss them with the County Board or its staff at the earliest possible time after receipt of the billing statement, since the matters will be freshest in our memory at that time. Accordingly, the County agrees to notify us in writing or by email within 30 days of receiving our billing statement if it disputes any entry for legal services or charges on any billing statement. In the absence of any written or emailed objections thereto within 30 days of the County's receipt of a billing statement, the County will be deemed to have accepted and acknowledged the billing statement as correct through the period covered by the billing statement.

**Expenses:** In the course of rendering legal services to the County, it may be necessary for us to incur expenses and administrative fees for items such as filing and recording fees, deposition transcripts, computerized legal research, overnight or special delivery service, and travel. The actual expenses incurred will vary depending on the services that we provide. We do not, however, charge for photocopying or mileage. Expense items incurred on the County's behalf will be itemized separately and listed on our billing statements.

Late Payment and Failure to Pay: If the Drainage Authority fails to pay our statements in full on or before the due date set forth on the statement, we reserve the right to assess a monthly service charge equal to 8% per annum, or at the highest rate allowed by law, whichever is lower, of all legal fees, expenses, and disbursements that are past due. This monthly service charge will be billed to the County at the end of each month in which a late payment occurs. (See the enclosed disclosures). The service charge may be waived by the Firm if County meeting and warrant approval processes prevent prompt payment.

Conflict of Interest Waiver: Rinke Noonan has over 28 attorneys in the firm and represents numerous business and individual clients having interactions with various governmental entities. Therefore, we want to ensure that by representing the County, we are not conflicting the firm out of representing other clients who may be adverse to the County on matters factually and legally unrelated to our public drainage or watershed planning representation. By our office representing the County on Statutes, chapters 103E and 103B matters, the County agrees that our representation should not prohibit our office from representing clients on other unrelated matters that may be adverse to the County. These matters may include, but are not limited to, requests for economic development assistance, land use applications, criminal defense matters where the County is prosecuting, condemnation actions, construction disputes, or other matters unrelated to Statutes, chapters 103E and 103B. If there is a civil or criminal matter that may be contentious or would involve litigation against the County, we will contact the County and its County Attorney prior to undertaking the representation so that an informed decision can be made specific to that representation.

**Termination:** The County may terminate this representation at any time with or without cause by notifying us in writing of the County's desire to do so. Upon receipt of the notice to terminate representation, we will cease all legal work on the County's behalf immediately. The County will be responsible for paying all legal fees, expenses, and disbursements incurred on its behalf until written notice of termination is received.

**Review of this Agreement:** This Agreement is being provided to the County Board of Commissioners and to the Kanabec County Attorney. In addition to the County Attorney's review of this Agreement, we are requesting the Board and the County Attorney sign the original Agreement herein. Minnesota Statutes, sections 103E.071 and 388.09, subdivision 1, permits the County to employ an attorney to assist the county attorney, to appear for the county or any county officer in any action in which the county or officer in an official capacity is a party, to advise the board or its members in relation to the action, or in any other matter affecting the interests of the county.

If you have any questions or concerns about the terms of this Agreement, please contact us immediately. On behalf Rinke Noonan Law Firm, we appreciate the opportunity to represent the Drainage Authority and to work with it and its staff.

Drainage Authority and to work wi	ith it and its staff.
Sincerely,	
/s/ John C. Kolb John C. Kolb JCK/cmt	
Enclosure	
• • •	County Board and County Attorney confirm that they have lits provisions, and agree to abide by it.
as described in this proposal. The G	or legal services between the Kanabec County and Rinke Noonan County agrees to pay Rinke Noonan on demand any sum which according to the above-described terms.
	KANABEC COUNTY BOARD OF COMMISSIONERS
Dated:, 20	ByChairperson
	Chairperson
	KANABEC COUNTY ATTORNEY
Dated:, 20	By Barbara McFadden
	Daroura Mor addon
cc. Chad Gramentz (via email)	(w/encl.)

## This Initial Disclosure Statement is being provided to you in accordance with Regulation Z - Truth in Lending (12 CFR Section 226).

You will be billed monthly for charges for services we have performed for you and expenses we have paid or incurred on your behalf. FINANCE CHARGES will begin to accrue one month after the Closing Date if the statement is not paid in full prior to such time. The Closing Date is the last day of the month and the end of our billing cycle. FINANCE CHARGES will be calculated at a periodic rate equal to .666 percent which corresponds to an ANNUAL PERCENTAGE RATE equal to eight percent (8%). If you pay all charges which appear on your monthly statement within one month of the Closing Date, no FINANCE CHARGE will be made to your account.

## EXPLANATION OF METHOD USED TO DETERMINE THE BALANCE ON WHICH THE FINANCE CHARGE MAY BE COMPUTED

We figure the FINANCE CHARGE on your account by applying the periodic rate to the amount you owe at the end of each cycle (including charges for new services and deducting payments and credits made during the billing cycle). If you fail to pay your bill, we may also be able to place an attorney's lien upon real or personal property that you may own or acquire an interest in pursuant to Minnesota Statutes Section 481.13.

#### YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

#### NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

Your name and file number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

#### YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within thirty (30) days unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we have made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.

#### PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota County of Kanabec Office of the County Coordinator

## UNAPPROVED MINUTES

#### May 17, 2022

The Kanabec County Board of Commissioners held a Regular Board Meeting in person and via telephone/video conference call at 9:00am on Tuesday, May 17, 2022 pursuant to adjournment with the following Board Members present on-site: Rick Mattson, Dennis McNally, Craig Smith, and Les Nielsen. Staff present on-site: County Coordinator Kris McNally and Recording Secretary Kelsey Schiferli. Staff present via WebEx: County Attorney Barbara McFadden.

The meeting was held in the County Board Room and via WebEx for anyone wishing to attend virtually.

The Chairperson led the assembly in the Pledge of Allegiance.

<u>Action #1</u> – It was moved by Craig Smith, seconded by Dennis McNally and carried unanimously to approve the agenda as presented.

<u>Action #2</u> – It was moved by Rick Mattson, seconded by Craig Smith and carried unanimously to approve the May 3, 2022 minutes with the following changes: Add "The Board of Commissioners reconvened" after the adjournment of the drainage authority board.

<u>Action #3</u> – It was moved by Dennis McNally, seconded by Rick Mattson and carried unanimously to approve the following paid claims:

Vendor	<b>Amount</b>
CW Technology	1,496.40
Minnesota Department of Finance	6,342.50
Mora Municipal Utilities	11,920.73
Quadient Finance USA, Inc.	1,758.18
Spire Credit Union	8,152.55
Verizon Wireless Aircards	1,216.66

& Claims Totalings	\$34 820 02
Quality Disposal	416.61
Midcontinent Communications	472.16
Kwik Trip Inc	14,660.12
Card Services (Coborn's)	94.36
Verizon Wireless Cell Phones	3,838.64

8 Claims Totaling: <u>\$34,820.02</u>

 $\underline{Action~\#4}$  – It was moved by Craig Smith, seconded by Dennis McNally and carried unanimously to approve the following claims on the funds indicated:

#### **Revenue Fund**

Vendor	Amount
Adam's Pest Control, Inc.	250.00
Adam's Pest Control, Inc.	125.00
Adam's Pest Control, Inc.	125.00
Advanced Correctional Healthcare	135.20
Advanced Correctional Healthcare	18,464.14
American DataBank	75.90
American Solutions for Business	4,214.79
American Solutions for Business	3,064.73
Aspen Mills	1,163.54
Aspen Mills	625.65
Aspen Mills	165.53
Aspen Mills	1,487.96
Aspen Mills	103.51
AT&T Mobility	931.54
AT&T Mobility	194.54
Christenson, Kim	131.04
Clifton Larson Allen LLP	8,722.50
Clifton Larson Allen LLP	150.00
Crider, Grant	195.00
Curtis, Michael	613.08
Daniels Sharpsmart, Inc.	231.04
Department of Transportation, State of MN	4,198.17
East Central Regional Juvenile Center	4,335.00
Election Systems & Software Inc	4,069.63
Election Systems & Software Inc	(325.25)

Environmental Systems Research Institute	5,702.00
FBG Service Corporation	7,372.00
FBG Service Corporation	672.00
Glen's Tire	952.15
Glen's Tire	66.35
Glen's Tire	79.76
Grainger	151.17
Grainte City Jobbing Co	67.28
Granite City Jobbing Co	349.27
Granite Electronics	99.00
Harvey, RandiAnn	34.00
Harvey, RandiAnn	110.50
Hoefert, Robert	811.98
Hohn's Auto Body & Glass	429.65
Horizon Towing	200.00
HR Green Fiber and Broadband, Inc.	36,882.48
IAEMD	55.00
Intoximeters, Inc.	125.00
Johnsons Hardware	14.16
Kanabec County A/T	2,628.60
Kanabec County A/T	2,628.60
Kanabec Publications	90.54
Kanabec Publications	275.00
Kanabec Publications	526.00
Kanabec Publications	123.60
Kanabec Publications	284.35
Koenings, Katie	26.32
MACATFO	30.00
Manthie, Wendy	1,061.19
Marco	134.68
Marco	3,216.80
Marco	159.00
McKinnis & Doom PA	310.50
Michael K. Pepin Law Offices	2,099.50
Michael Keller, Ph.D., L.P.	650.00
Michael Keller, Ph.D., L.P.	1,300.00
Minnesota Monitoring, Inc.	88.00
Minnesota Monitoring, Inc.	165.00

Minnesota Pollution Control Agency	37,898.64
Motorola Solutions	8,460.00
Nelson, Jerry	269.10
Novus Glass	60.00
Office Depot	75.19
Office Depot	74.78
Office Depot DBA: ODP Business Solutions LLC	152.00
Oslin Lumber	20.00
Quality Disposal Systems	26.34
Ramsey County	1,617.00
RELX Inc. DBA LexisNexis	189.08
RELX Inc. DBA LexisNexis	225.00
River Valley Forensic Services, P.A.	250.00
River Valley Forensic Services, P.A.	1,500.00
RS Eden	54.40
RS Eden	114.82
Sea Change Print Innovations	854.20
Stellar Services	157.03
Stellar Services	102.30
Stellar Services	120.76
Stenstrom Collision & Detail	200.00
Summit Food Service Management	3,952.05
Summit Food Service Management	3,903.92
Summit Food Service Management	3,983.00
Sunshine Printing	343.05
Tinker & Larson Inc	1,104.20
Tinker & Larson Inc	764.20
Van Alst, Lillian	733.59
Welia Health	306.00
92 Claims Totaling:	\$ 190,929.32

## Road & Bridge

Vendor	Amount
Ace Hardware	75.66
Aramark	406.78
Auto Value	3,839.62
Campbell, Gary	400.00

Capitalone Trade Credit	148.22
Central McGowan	284.79
Central Pension Fund	168.55
Gopher State One-Call	10.80
Grainger	392.56
Granite City Jobbing	710.93
IT Savvy	44.83
Johnson Hardware	201.91
Kanabec County Highway Dept	69.60
Kanabec Publications	13.28
Kwik Trip	141.61
Little Falls Machine	475.00
Marco	312.38
MN Dept of Transportation	1,571.51
MN Petroleum Marketers	460.00
North Central International	5,884.34
Northern States Supply	248.00
Owens Auto Parts	530.99
Quality Disposal	172.10
Vault Health	296.90
Wiacom	675.30
Widseth	12,898.75
Ziegler	460.41
27 Claims Totaling:	\$ 30,894.82

<u>Action #FS5</u> – It was moved by Craig Smith, seconded by Rick Mattson and carried unanimously to recess the meeting at 9:06am to a time immediately following the Family Services Board.

The Kanabec County Family Services Board met at 9:06am on Tuesday, May 17, 2022 pursuant to adjournment with the following Board Members Present: Rick Mattson, Dennis McNally, Craig Smith and Les Nielsen. Family Services Director Chuck Hurd presented the Family Services Board Agenda.

<u>Action #FS6</u> – It was moved by Dennis McNally, seconded by Craig Smith and carried unanimously to approve the Family Services Board Agenda as presented.

CSO/Financial Assistant Supervisor Tim Dahlberg gave a presentation regarding Cash Assistance and SNAP Timeliness. Information only, no action was taken.

Family Services Director Chuck Hurd gave the Director's Report.

<u>Action #FS7</u> – It was moved by Craig Smith, seconded by Dennis McNally and carried unanimously to approve the following resolution:

#### Resolution #FS7 - 5/17/22

MSHO and MN Senior Care Plus RFP Resolution

WHEREAS, the Minnesota Department of Human Services (DHS) has published a Request for Proposals (RFP's) to provide health care services to recipients of Minnesota Senior Health Options and Minnesota Senior Care Plus in several Greater Minnesota counties including Kanabec County, and

**WHEREAS, DHS** has requested County evaluations and recommendations regarding the RFP proposals from each respective county; and

**WHEREAS,** Blue Plus, Medica, U-Care, United Healthcare, and South Country Health Alliance submitted proposals to provide managed health care services in Kanabec County; and

**WHEREAS,** representatives of Kanabec County Human Services have reviewed and evaluated the proposals; and

**WHEREAS,** South Country Health Alliance has submitted a proposal suited to meet Kanabec County's needs.

**NOW, THEREFORE, BE IT RESOLVED,** that the Kanabec County Family Services Board supports the recommendation of Kanabec County Family Services approving South Country Health Alliance as Managed Care Organization(s) (MCOs) providing managed health care services for seniors in Kanabec County beginning January 1, 2023.

<u>Action #FS8</u> – It was moved by Rick Mattson, seconded by Craig Smith and carried unanimously to approve the following resolution:

#### **Resolution #FS8 - 5/17/22**

Special Needs Basic Care (SNBC) RFP Resolution

WHEREAS, the Minnesota Department of Human Services (DHS) has published a Request for Proposals (RFP's) to provide health care services to recipients of Minnesota Special Needs Basic Care (SNBC) in several Greater Minnesota counties including Kanabec County, and

**WHEREAS,** DHS has requested County evaluations and recommendations regarding the RFP proposals from each respective county; and

**WHEREAS,** Medica, U-Care, United Healthcare and South Country Health Alliance submitted proposals to provide managed health care services in Kanabec County; and

**WHEREAS,** representatives of Kanabec County Human Services have reviewed and evaluated the proposals; and

**WHEREAS,** South Country Health Alliance has submitted a proposal suited to meet Kanabec County's needs.

**NOW, THEREFORE, BE IT RESOLVED,** that the Kanabec County Family Services Board supports the recommendation of Kanabec County Family Services approving South Country Health Alliance as the Special Needs Basic Care provider for health care services for disabled persons in Kanabec County beginning January 1, 2023.

<u>Action #FS9</u> – It was moved by Craig Smith, seconded by Dennis McNally and carried unanimously to approve the payment of 111 claims totaling \$138,783.64 on Welfare Funds.

<u>Action #FS10</u> – It was moved by Dennis McNally, seconded by Rick Mattson and carried unanimously to adjourn Family Services Board at 9:29am and to meet again on June 21, 2022 at 9:05am.

The Board of Commissioners reconvened.

South Country Health Alliance CEO Leota Lind and CFO Scot Schufman met with the County Board to present the 2022 South Country Health Alliance Annual Update. Information only, no action was taken.

County Assessor Tina Von Eschen met with the County Board to give a brief educational refresher on the County Board of Appeals and Equalization materials, process and responsibilities. Information only, no action was taken.

Kanabec Soil and Water Conservation District Board Supervisor Joh Sanford and District Manager Deanna Pomije met with the County Board to request reconsideration for funding of the Ann River/Fish Lake Erosion Control Project. Discussion was held regarding different options

for repair and keeping the area open for fishing. Soil & Water representatives will obtain quotes for repair and bring them back to the board for further consideration of funding.

**10:32am** – The Chairperson called for public comment. Those that responded included:

Charlie Strickland Jr.	Suggestion for the Board to consider appointing a citizen at large
	to the Opioid Settlement Committee.

**10:34am** – The Chairperson closed public comment.

**10:35am** – The Board took a five minute break.

**10:41am** – The Board reconvened.

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

<u>Action #11</u> – It was moved by Dennis McNally, seconded by Craig Smith and carried unanimously to approve the following resolution:

#### Resolution #11 – 5/17/22 Sign Inventory Quotes

**WHEREAS** the following quotes were received for signs and supplies inventory:

Newman Signs	\$17,906.14
MR Signs	\$18,925.60

**BE IT RESOLVED** to accept the low quote of \$17,906.14 submitted by Newman Signs.

Public Works Director Chad Gramentz gave an update regarding the demolition of the Old Jail. County Court Administrator Heather Mickelson will check into the availability of COVID Funding that could potentially be used to construct a parking lot in place of the old jail after its demolition. Information only, no action was taken.

<u>Action #12</u> – It was moved by Rick Mattson, seconded by Craig Smith and carried unanimously to direct Public Works Director Chad Gramentz to obtain quotes for the demolition of the Old Jail Building and bring them back to the County Board for approval.

Public Works Director Chad Gramentz led a discussion regarding the scheduling of a meeting of the Public Works Committee. The Committee will tentatively meet on May 26<sup>th</sup> at 10am.

Public Works Director Chad Gramentz gave an update regarding driver's license operations. The state background check for the new temporary driver's licensing employee is still in process. The City of Mora is still considering taking over the driver's licensing operations and is gathering additional information to present to the Board. Information only, no action was taken.

Deputy Auditor Property & Tax Tim Jacobs met with the County Board to discuss tax forfeit land sales and currently unsold parcels. Tim Jacobs was directed to prepare additional information and present to the Board at a future meeting for consideration of moving forward with a tax forfeit land sale.

County Coordinator Kris McNally led a discussion regarding the creation of a Restricted-Assigned fund for Opioid Settlement Funds.

 $\underline{Action~\#13}$  – It was moved by Rick Mattson, seconded by Dennis McNally and carried unanimously to approve the following resolution:

#### **Resolution** #13 - 5/17/22

Opioid Settlement – Restricted- Assigned Fund

**WHEREAS** Kanabec County is eligible to receive funds from the National Settlement Agreements- Minnesota Opioids State Subdivision MOA, and

**WHEREAS** creation of a restricted, assigned revenue fund is a requirement of said MOU; and

**WHEREAS** this fund is designated for receipt and expenditure of Opioid Settlement Funds; and

**WHEREAS** said MOU specifies no commingling of funds with any other money or funds of the local government; and

**WHEREAS** said MOU also allows for 10% of the settlement funds may be used for administration of the fund;

**THEREFORE BE IT RESOLVED** to approve the creation of the Opioid Settlement Fund as a restricted-assigned revenue fund for the receipt and expenditures of Opioid Settlement

Funds;

**BE IT FURTHER RESOLVED** that 10% of these funds may be used toward the administration of the fund.

County Coordinator Kris McNally led a discussion regarding the consideration to appoint a Commissioner or designee to the internal Opioid Settlement Committee.

<u>Action #14</u> – It was moved by Craig Smith, seconded by Rick Mattson and carried unanimously to appoint Commissioner Craig Smith to the internal Opioid Settlement Committee and to recommend that the committee considers appointing a citizen at large.

The Commissioner gave reports regarding the boards and committees in which they participate. Information only, no action was taken.

Future agenda items: Tax Forfeit Land Sale

<u>Action #15</u> – It was moved by Craig Smith, seconded by Rick Mattson and carried unanimously to adjourn the meeting at 11:19am and to meet again on Tuesday, June 7, 2022 at 9:00am.

	Signed
	Chairperson of the Kanabec County Board of Commissioners, Kanabec County, Minnesota
Attest:	
	Board Clerk

# Agenda Item #2 Paid Bills

<u>Vendor</u>	<u>Amount</u>	<u>Purpose</u>	<u>Dept</u>
Consolidated Communications	1,110.77	Monthly Service	Various
CW Technology	2,654.00	Rental & Service Contracts	IS
DM Stamps & Specialties Inc.	147.12	Stamps	Auditor
Kanabec County AT ACH_VISA	12,585.64	See Below	
Kanabec County Auditor - Treas	7,819.36	Vehicle Leases, Maintenance & Expenses	Various
Minnesota Energy Resources Corp	10,522.30	Gas Utilities	Various
East Central Energy	1,174.85	Intersection Lighting	Highway
Ann Lake Twp	583.74	2021 Tax Forfeited Fund Settlement	Forfeited Tax Sale
Arthur Twp	1,493.00	2021 Tax Forfeited Fund Settlement	Forfeited Tax Sale
Braham Public Schools	11,623.65	2021 Tax Forfeited Fund Settlement	Forfeited Tax Sale
Brunswick Twp	21,416.50	2021 Tax Forfeited Fund Settlement	Forfeited Tax Sale
City of Grasston	2,925.83	2021 Tax Forfeited Fund Settlement	Forfeited Tax Sale
City of Mora	20,446.08	2021 Tax Forfeited Fund Settlement	Forfeited Tax Sale
City of Ogilvie - Clerk	23.00	2021 Tax Forfeited Fund Settlement	Forfeited Tax Sale
City of Quamba	48,372.29	2021 Tax Forfeited Fund Settlement	Forfeited Tax Sale
Ford Twp	6,393.00	2021 Tax Forfeited Fund Settlement	Forfeited Tax Sale
Grass Lake Twp	3,186.00	2021 Tax Forfeited Fund Settlement	Forfeited Tax Sale
Haybrook Twp	21,288.67	2021 Tax Forfeited Fund Settlement	Forfeited Tax Sale
Hillman Twp	4,681.43	2021 Tax Forfeited Fund Settlement	Forfeited Tax Sale
Hinckley-Finlayson Schools	52,911.95	2021 Tax Forfeited Fund Settlement	Forfeited Tax Sale
Isle Public Schools	42,589.34	2021 Tax Forfeited Fund Settlement	Forfeited Tax Sale
Kanabec Twp	4,046.00	2021 Tax Forfeited Fund Settlement	Forfeited Tax Sale
Knife Lake Twp	2,701.89	2021 Tax Forfeited Fund Settlement	Forfeited Tax Sale

Kroschel Twp	14,439.98	2021 Tax Forfeited Fund Settlement	Forfeited Tax Sale
Mora Public Schools	232,921.20	2021 Tax Forfeited Fund Settlement	Forfeited Tax Sale
Ogilvie Public Schools	16,791.48	2021 Tax Forfeited Fund Settlement	Forfeited Tax Sale
Peace Twp	24,659.28	2021 Tax Forfeited Fund Settlement	Forfeited Tax Sale
Pomroy Twp	16,639.00	2021 Tax Forfeited Fund Settlement	Forfeited Tax Sale
Southfork Twp	3,743.00	2021 Tax Forfeited Fund Settlement	Forfeited Tax Sale
Whited Twp	31,519.20	2021 Tax Forfeited Fund Settlement	Forfeited Tax Sale
Braham Public Schools	78,878.71	50% May 2022 Settlement	Taxes & Penalties
East Central School District	28,494.85	50% May 2022 Settlement	Taxes & Penalties
Hinckley-Finlayson Schools	26,963.38	50% May 2022 Settlement	Taxes & Penalties
Isle Public Schools	24,252.34	50% May 2022 Settlement	Taxes & Penalties
Kanabec County	173,810.49	50% May 2022 Settlement	Taxes & Penalties
Milaca Public Schools	7,983.27	50% May 2022 Settlement	Taxes & Penalties
Mora Public Schools	1,527,725.06	50% May 2022 Settlement	Taxes & Penalties
Ogilvie Public Schools	234,747.99	50% May 2022 Settlement	Taxes & Penalties
Pine City Public Schools ISD 578	187.20	50% May 2022 Settlement	Taxes & Penalties
Further	612.45	05.22 Admin Fees	HR
Kanabec County Auditor HRA	11,201.95	Retirement & HRA Payments	Various
MNPEIP	10,606.43	05.22 Health Reserves	HR
Office of MN.IT Services	1,338.65	Monthly Service	IS
Solem, Shawn	190.00	Refund Correctional Fee Error	Probation
Verizon Wireless Aircards	994.47	Monthly Service	Various
East Central Energy	216.04	Intersection Lighting	Highway
Dearborn National Life Insurance Co	701.93	06.22 STD Ins Premiums	<b>Employee Benefits</b>
Health Partners	6,534.64	06.22 Dental Ins Premiums	<b>Employee Benefits</b>
Life Insurance Company of North America	684.63	06.22 Accident, Group Hospital, Critical Illnes	SEmployee Benefits
MNPEIP	139,944.95	06.22 Health Ins Premiums	<b>Employee Benefits</b>
The Hartford Priority Accounts	6,214.31	06.22 Life Ins & Long Term Disability Premiu	n Employee Benefits
VSP Insurance Company	528.42	06.22 Vision Ins Premiums	<b>Employee Benefits</b>
E C Riders	1,734.21	2022 BM#4 Snake River Trail	Unallocated
Mora Municipal Utilities	12,405.25	Gas Utilities	Various
Quadient Finance USA, Inc.	4,999.92	Courthouse & PSB Postage	Unallocated

East Central Energy	86.88	Intersection Lighting	Highway
Minnesota Pollution Control Agency	2,850.00	Storm Water Penalty/Hazardous Waste	Highway
Commissioner of Revenue	50.00	1Q22 State Deed Fees	Forfeited Tax Sale
Card Services (Coborns)	22.88	Wellness Supplies	Employee Wellness
Ann Lake Twp	43,270.15	May 2022 Settlement	Taxes & Penalties
Arthur Twp	153,577.70	May 2022 Settlement	Taxes & Penalties
Braham Public Schools	78,878.71	May 2022 Settlement	Taxes & Penalties
Brunswick Twp	81,868.49	May 2022 Settlement	Taxes & Penalties
City of Braham	20,118.59	May 2022 Settlement	Taxes & Penalties
City of Grasston	9,913.02	May 2022 Settlement	Taxes & Penalties
City of Isle	500.00	May 2022 Settlement	Taxes & Penalties
City of Mora	833,263.36	May 2022 Settlement	Taxes & Penalties
City of Ogilvie	75,622.85	May 2022 Settlement	Taxes & Penalties
City of Quamba	37,843.90	May 2022 Settlement	Taxes & Penalties
Comfort Twp	85,535.14	May 2022 Settlement	Taxes & Penalties
Comm of Finance-Treas Div	467.09	May 2022 Settlement	Taxes & Penalties
East Cent. Reg Dev Commission	14,454.88	May 2022 Settlement	Taxes & Penalties
East Central School District	28,494.84	May 2022 Settlement	Taxes & Penalties
Fort Twp	51,916.36	May 2022 Settlement	Taxes & Penalties
Grass Lake Twp	66,642.08	May 2022 Settlement	Taxes & Penalties
Haybrook Twp	42,926.64	May 2022 Settlement	Taxes & Penalties
Hillman Twp	38,515.10	May 2022 Settlement	Taxes & Penalties
Hinckley-Finlayson Schools	26,963.37	May 2022 Settlement	Taxes & Penalties
Isle Public Schools	24,252.33	May 2022 Settlement	Taxes & Penalties
Kanabec County	173,810.48	May 2022 Settlement	Taxes & Penalties
Kanabec Twp	50,678.06	May 2022 Settlement	Taxes & Penalties
Knife Lake Improvement District	23,309.71	May 2022 Settlement	Taxes & Penalties
Knife Lake Twp	66,501.45	May 2022 Settlement	Taxes & Penalties
Kroschel Twp	30,574.99	May 2022 Settlement	Taxes & Penalties
Milaca Public Schools	7,983.26	May 2022 Settlement	Taxes & Penalties
MN Commissioner of Revenue	68.70	May 2022 Settlement	Taxes & Penalties
Mora Public Schools	1,527,725.06	May 2022 Settlement	Taxes & Penalties

Ogilvie Public Schools	234,747.98	May 2022 Settlement	Taxes & Penalties
Peace Twp	78,373.78	May 2022 Settlement	Taxes & Penalties
Pine City Public Schools ISD 578	187.19	May 2022 Settlement	Taxes & Penalties
Pomroy Twp	62,635.57	May 2022 Settlement	Taxes & Penalties
Southfork Twp	30,490.64	May 2022 Settlement	Taxes & Penalties
St Paul Port Authority	1,917.39	May 2022 Settlement	Taxes & Penalties
Whited Twp	44,519.96	May 2022 Settlement	Taxes & Penalties
94 Claims Totaling:	\$6,974,919.67		
Kanabec County AT ACH_VISA	10,749.57	Amazon - Office Chairs	ARPA
	19.99	Amazon - Office Chair Casters	ARPA
	159.98	Amazon - Office Chair	ARPA
	53.98	Amazon - Fly Traps	<b>Building Maintenance</b>
	55.80	Battery Guy - Exit Light Battery	<b>Building Maintenance</b>
	101.60	Battery Guy - Exit Light Battery	<b>Building Maintenance</b>
	228.00	Amazon - Industrial Floor Fam	<b>Building Maintenance</b>
	148.80	Home Depot - Bottle Station Filter	<b>Building Maintenance</b>
	43.98	Amazon - Picture Frames	<b>Building Maintenance</b>
	124.99	Amazon - Stand Up Desk	<b>Building Maintenance</b>
	19.00	Amazon - Thermal Photocontrol	<b>Building Maintenance</b>
	126.00	Amazon - OSC Motor	Bldg Mtnc - Jail
	342.03	Summit Parts - Lint Screen	Bldg Mtnc - Jail
	411.92	SupplyHouse - Voltage Monitor	Bldg Mtnc - Jail
14 Claims Totaling:	\$12,585.64		

# Agenda Item #3a Regular Bills - Revenue Fund

Bills to be approved: 6/7/22

Department Name 911 EMERGENCY TELEPHONE SYSTER	Vendor M Granite Electronics		Purpose  Headset Repair, Spare Volume Control Box
ASSESSOR	Ace Hardware	1,073.26 15.98 15.98	_Bug Repellant (2)
AUDITOR AUDITOR	Office Depot RT Vision	126.91 250.00 <b>376.91</b>	Office Supplies _Split Timecard Support with HR
BUILDINGS MAINTENANCE BUILDINGS MAINTENANCE BUILDINGS MAINTENANCE BUILDINGS MAINTENANCE BUILDINGS MAINTENANCE	Ace Hardware  Adam's Pest Control  Auto Value  Colors by Craig  Mahler & Associates Architecture, Inc.	125.00 19.98 350.00 843.45	Screws, Caulk, Washers, Eyehook, Spray Paint, Spray Foam, Signs, Saw Blades Prevention Plus, PSB Belts Set Gold 5" Plastic Molded Veterans Services Installed Letters Old Jail Demo Project
COUNTY ATTORNEY COUNTY ATTORNEY	Cundy, Steve Jamie Ward LLC		Mileage to Ramsey County Medical Examiner's Office Transcript of CHIPS Adjudicated Order

COUNTY ATTORNEY	McFadden, Barbara	147.42	Mileage to MCAA County Board Meeting in St Paul on 4/22 & 5/20
COUNTY ATTORNEY	McFadden, Barbara	125.19	Mileage to MN Fraud Investigator Conference in Nisswa
COUNTY ATTORNEY	ODP Business Solutions, LLC	70.18	Kleenex, CD & DVD Discs
COUNTY ATTORNEY	St Cloud Stamp & Sign	42.75	_Notary Stamp
		573.78	
COUNTY COORDINATOR	Marco	477.00	Printer Lease
COUNTY COORDINATOR	Rupp, Anderson, Squires & Waldspurger, PA	112.21	Coordinator's Dept and COVID Policy
		589.21	
COUNTY CORONER	Hamilton Funeral Homes	430.00	Removal & Transport, Body Bag
COUNTY CORONER	Hamilton Funeral Homes	345.00	Removal & Transport, Body Bag
COUNTY CORONER	Ramsey County	1,572.00	Post Mortem Exam/Toxicology
		2,347.00	
COUNTY RECORDER	Holcomb, Lisa	104.13	Mileage to Recorders District V Meeting in Milaca &
COUNTY RECORDER	Minnesota County Recorder Association	50.00	Recorders Conference Planning Maple Grove MCRA Summer Conference Registration
COUNTY RECORDER	Office Depot		Mailing Envelopes, Stick Notes, Pen
COUNTY RECORDER	SHI	2,349.00	•
COONTINECONDER	-	2,555.95	_ Gervers
		2,333.33	
COURT ADMINISTRATOR	McKinnis & Doom PA	119.00	Court Appointed Attorney Fees
COURT ADMINISTRATOR	Mora Psychological Services, PLLC	1,350.00	_Court Ordered Psych Eval
		1,469.00	
ELECTIONS	Snyder, Denise	68.45	_Mileage to OmniBallot Training in St Cloud
		68.45	_

ENVIRONMENTAL SERVICES ENVIRONMENTAL SERVICES	Kanabec County Agricultural Society Quill	210.98	County Fair Booth Printer Ink (2)
ENVIRONMENTAL SERVICES	Rupp, Anderson, Squires & Waldspurger, PA	1,698.56	_Environmental Service/Land Use Quarterly Retainer
FORFEIT TAX SALE	City of Mora	762.50 <b>762.50</b>	_12.02185.00 Fire Call
HIGHWAY	Wheeler	1,291.64 1,291.64	_Maintenance Supplies
HUMAN RESOURCES	Association of MN Counties	400.00	2022 MCHRMA Spring Training, KM & KC
HUMAN RESOURCES	RT Vision	250.00 <b>650.00</b>	_Timecard Basic Support and Maintenance for 2022
INFORMATION SYSTEMS	Marco	3,216.80 <b>3,216.80</b>	_Phone Lease
PROBATION & JUVENILE PLACEMENT	Schumacher, Sarah	97.12 <b>97.12</b>	_Mileage to Training in Nisswa
		97.12	
PUBLIC TRANSPORTATION	A&E Cleaning Services	500.00	Cleaning Timber Trails Offices
PUBLIC TRANSPORTATION	Adam's Pest Control	125.00	Prevention Rodents, Timber Trails
PUBLIC TRANSPORTATION	Auto Value	114.98	Bus Parts
PUBLIC TRANSPORTATION	CHAMP Software, Inc.	5,133.00	Software Implementation & 1st Year Subscription
PUBLIC TRANSPORTATION	Curtis, Michael	•	Volunteer Driver
PUBLIC TRANSPORTATION	Hoefert, Robert	•	Volunteer Driver
PUBLIC TRANSPORTATION	Kanabec County Highway Dept	•	Repairs, Fuel and Oil for Van and Buses
PUBLIC TRANSPORTATION	Nelson, Jerry	256.82	Volunteer Driver

PUBLIC TRANSPORTATION	Premium Waters, Inc.	38.43	Bottled Water Supplies
PUBLIC TRANSPORTATION	Van Alst, Lillian	721.89	_Volunteer Driver
		10,698.84	_
SANITATION	East Central Solid Waste Commission	89.71	Kanabec County Highway Dept., Mixed Solid Waste
		89.71	_
SHERIFF	Aspen Mills	1,101.15	Vest & Carrier
SHERIFF	Cambridge Medical Center	3,904.90	Victim Exams, ER, Pharmacy
SHERIFF	Coborn's Inc.	611.90	BADGES Gift Cards (\$300 x 2) + Fees
SHERIFF	Novus Glass	275.00	Squad Windshield
SHERIFF	O'Reilly Auto Parts	13.48	Squad Headlight
SHERIFF	SHI	1,030.08	Docking Station & Mount
SHERIFF	SHI	13,105.73	Laptops (4), Docking Stations and Mounts (2)
SHERIFF	Streicher's	60.97	Flashlight Batteries
SHERIFF	Welia Health	306.00	Pre-Employment Physical
		20,409.21	
SHERIFF - BOAT & WATER	Ace Hardware	52.30	_10x Anchor Shackles
		52.30	
SHERIFF - CITY OF MORA	Novus Glass	50.00	Repair Jail Van
		50.00	_
SHERIFF - JAIL/DISPATCH	Advanced Correctional Healthcare	18,464.14	July 22 On Site Medical & MH Services
SHERIFF - JAIL/DISPATCH	Aspen Mills	1,293.70	Initial Issue Uniform
SHERIFF - JAIL/DISPATCH	Aspen Mills	90.85	Uniform Belts
SHERIFF - JAIL/DISPATCH	Aspen Mills	127.90	Cargo Pants
SHERIFF - JAIL/DISPATCH	Coborn's Inc.	45.08	Cleaning Supplies, Dispatch

SHERIFF - JAIL/DISPATCH	Eric Hanson Consulting	3,300.00	Building Control Services
SHERIFF - JAIL/DISPATCH	Michael Keller, Ph.D., L.P.	650.00	Psych Eval - New Employee
SHERIFF - JAIL/DISPATCH	Mid-Americal Research Chemical	336.89	Weed Killer & Power Sponges
SHERIFF - JAIL/DISPATCH	Reliance Telephone, Inc	1,000.00	200 - \$5 Phone Cards
SHERIFF - JAIL/DISPATCH	Stellar Services	13.26	Canteen
SHERIFF - JAIL/DISPATCH	Stellar Services	88.16	Canteen
SHERIFF - JAIL/DISPATCH	Stellar Services	89.39	Canteen
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	7,774.81	Inmate Meals 5/7/22 - 5/20/22
		33,274.18	
STATE FISCAL RECOVERY ARP	Henry Schein		At-Home COVID Tests, 25 tests/box x 2
STATE FISCAL RECOVERY ARP	Kanabec Publications		RFP for Peer Support Services 5/19
STATE FISCAL RECOVERY ARP	Kanabec Publications	97.80	_RFP for Peer Support Services 5/26
		718.18	
UNALLOCATED	Clifton Larson Allen LLP	682.50	FY2021 Audit Services Hwy & Hosp
		682.50	<del>-</del>
VETERAN SERVICES	BlueStar Graphics	120.00	Decals for Packet Folders
VETERAN SERVICES	Marco Technologies		Printer Supplies
	a. oc reee.eg.ee	1,085.29	
		,	
WELFARE	St Mary's Church	100.00	Venue Rent for Family Services MFWCAA Training
		100.00	
	79 Claima Tatalina	94 746 47	_
	78 Claims Totaling:	84,746.47	=

## Agenda Item #3b Regular Bills - Road & Bridge Bills to be approved: 6/7/22

Vendor	Amount	Purpose
A & E Cleaning	1,000.00	Office Cleaning
Ace Hardware	416.86	Shop supplies
Andy's Towing LLC	608.62	Tow
Auto Value	4,216.02	Repair parts
Beaudry Oil & Propane	29,965.95	Diesel fuel
Boyer Trucks	815.26	Repair parts
Campbell, Gary	650.00	Beaver removal
Central McGowan	101.50	Welding supplies
Crawford's Equipment	500.80	Repair parts
Granite City Jobbing	206.33	Paper products
Granite Ledge Electrical	184.75	Street light repair
J. R. Oil	175.00	Used oil pickup
Kanabec County Highway Dept	149.15	Petty Cash, Postage
Kanabec Publications	542.33	Bid ad - KCP 22-04 and SAPs and dust control
Knife River Corp	5,881.51	Class 5 gravel
Mora Municipal Utilities	1,096.09	Water and Electrical
North Central International	2,387.32	Repair parts
Northern States Supply	112.87	Shop supplies
Nuss Truck	4,352.19	Repair parts
Oslin Lumber	786.23	Maintenance supplies
Wheeler	1,291.64	Maintenance supplies
Widseth Smith Nolting	6,251.00	Engineering
Ziegler	114.90	Repair parts

23 Claims Totaling: 61,806.32

June 7, 2022

## REQUEST FOR BOARD ACTION

a. Subject: SCORE Claims - April	b. Originating Department: County Coordinator
c. Estimated time: 2 minutes	d. Presenter(s): None

#### f. Board action requested:

**Resolution** #\_\_\_ - 6/7/22

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	-
Quality Disposal	\$4,503.00
Arthur Township	\$500.00
Total	\$5,003.00

#### g. Background:

Provider	Billed	Paid Amount			
QUALITY DISPOSAL (April)	\$4,003.00	\$4,003.00			
WASTE MANAGEMENT (April)	-	-			
Sub-Total	\$4,003.00				
Recycling Center Incentive Payments:					
Quality Disposal (April)	\$500.00				
Arthur Township (April)	\$500.00	\$500.00			
TOTAL PAYMENTS =	\$5,003.00				

**Date received in County Coordinators Office**: Various dates in May

January 1, 2022 SCORE Fund balance = \$120,350.31

Revenue: 01-391-392-0000-5332 =

Expenditure: 01-391-392-0000-6211 = \$17,229.76 Current SCORE Funds balance is = \$103,120.55

**June 7, 2022** 

## REQUEST FOR BOARD ACTION

a. Subject: Resolution to Approve Collective Bargaining Agreement with Local 49	b. Origination: Negotiation Committees		
c. Estimated time: 10 minutes	d. Presenter(s): Kris McNally, Coordinator		

#### e. Board action requested:

**Approve the following resolution:** 

**Resolution #\_\_\_\_ - 5/17/22** 

**WHEREAS** the negotiating committee has presented the Board with a proposed 2022 bargaining unit agreement between Kanabec County and the International Union of Operating Engineers, Local 49, and

**WHEREAS** the Union has indicated acceptance by signature of the Union Business Agent and Stewards;

**BE IT RESOLVED** to approve a 2022 bargaining unit agreement (1 year) between Kanabec County and the International Union of Operating Engineers, Local 49.

f. Background:

**Supporting Documents: None:** ✓ Attached:

**Date received in County Coordinators Office:** 

**Coordinators Comments:** 

June 7, 2022

## REQUEST FOR BOARD ACTION

<ul><li>a. Subject: Approve Budget Calendar and Set Preliminary 2023 Budget Goals</li></ul>	b. Origination: Coordinator's Office
c. Estimated time: 10 minutes	d. Presenter(s): Kris McNally, County Coordinator

#### e. Board action requested:

- a. Consider approval of the proposed budget calendar
- b. Provide initial guidance to department heads for 2023 budget goals

|--|

Supporting Documents: None Attached: ☑

**Date received in County Coordinators Office:** 

**Coordinators Comments:** 



# 2023 Budget Preparation Schedule

June 2022						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

June	
06/07/22 (Tue)	Board of Commissioners sets iniital budget goals for 2023
6/20-6/30	Coordinator's Office distributes budget worksheets and wage data to Department Heads

July 2022						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

July	
07/04/22 (Mon)	July 4th Holiday
7/5-7/27	Department Heads prepare their 2023 preliminary budgets
07/28/22 (Thu)	Budget drafts due to Coordinator's Office

	August 2022						
Su	M	Tu	W	Th	F	Sa	
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	31				

August	
08/09/22 (Tue)	Board Budget Work Session
08/23/22 (Tue)	Board Budget Work Session
08/30/22 (Tue)	Board Budget Work Session

	Sep	oter	nbe	er 2	022	
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

September	
09/05/22 (Mon)	Labor Day Holiday
09/13/22 (Tue)	Board Budget Work Session (if needed)
09/20/22 (Tue)	Board certifies the maximum levy and proposed budget
	Must be certified with the County Auditor/Treasurer by Sept 30th. Between Sept 20th and Dec 8th the Board works on corrections, considers changes and re-examines priorities

ı	October 2022						
ı	Su	M	Tu	W	Th	F	Sa
ı							1
ı	2	3	4	5	6	7	8
ı	9	10	11	12	13	14	15
ı	16	17	18	19	20	21	22
ı	23	24	25	26	27	28	29
	30	31					

October	
10/11/22 (Tue)	Board Budget Work Session (if needed) to discuss any proposed revisions/refinements
10/25/22 (Tue)	Board Budget Work Session (if needed) to discuss any proposed revisions/refinements

November 2022							
Su M Tu W Th F Sa							
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	

November	
11/08/22 (Tue)	Board Budget Work Session (if needed) to discuss any proposed revisions/refinements
11/11/22 (Fri)	Veteran's Day Holiday



## 2023 Budget Preparation Schedule

20	21	22	23	24	25	26
27	28	29	30			

11/22/22 (Tue)	Board Budget Work Session (if needed) to discuss any
	proposed revisions/refinements

11/24-11/25 Thanksgiving and Day After Thanksgiving Holidays

	De	cen	nbe	r 20	)22	F Sa 2 3 9 10 16 17	
Su	M	Tu	W	Th	F	Sa	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	

December 12/08/22 (Thu)	Truth in Taxation Meeting 6:00p.m.  Final budget approval on Dec 8th or a continued meeting thereof
12/13/22 (Tue)	Board Budget Work Session (if needed) to discuss any proposed revisions/refinements
12/20/22 (Tue)	Final budget approval or a continued meeting thereof
12/27/22 (Tue)	Final budget and levy must be certified with the Department of Revenue by Dec 27, 2022

OTES:				

**June 7, 2022** 

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Request for Approval of MOU between Courts and Kanabec County	b. Origination: Courts/I.S./Coordinator's Office	
c. Estimated time: 5-10 minutes	d. Presenter(s): Kris McNally, Coordinator	

#### e. Board action requested:

Approve the following request:

**Resolution #** - 6/7/22

WHEREAS, the sound systems in the courtrooms in the Kanabec County Courthouse are failing; and

**WHEREAS**, the Kanabec County Board of Commissioners approved the use of ARPA funding via Resolution #17-12/7/21 for a sound system upgrade in the courtrooms; and

**WHEREAS**, the State of Minnesota, 10<sup>th</sup> Judicial District agreed to collaborate on and fund a simultaneous upgrade in the video system in the courtrooms; and

**WHEREAS**, a Memorandum of Understanding has been developed to define each parties' responsibilities in the project;

**BE IT RESOLVED,** that the Kanabec County Board of Commissioners hereby approves the Memorandum of Understanding between the State of Minnesota, 10<sup>th</sup> Judicial District and the County of Kanabec for the courtroom technology upgrade;

**BE IT FURTHER RESOLVED** that the County Coordinator is authorized to sign said Memorandum of Understanding.

#### f. Background:

A collaborative effort between the Courts, Building Maintenance, and I.S. has resulted in a proposal from Blum (Tierney) within the budget parameters for each entity for a substantial technology upgrade in the courtrooms in the Kanabec County Courthouse.

Supporting Documents: None Attached: ☑

**Date received in County Coordinators Office:** 

**Coordinators Comments:** 



## **Proposal Summary**

Check the Quotes Intended for Purchase

\$81,352.08

Non Contract		\$0.00		
Proposal Total	-	\$81,352.08		
Courtroom NVX (County) R6	-			
State Contract		\$102,605.02		
Non Contract		\$0.00		
Proposal Total	-	\$102,605.02		
Courtroom NVX (State) R6	-			
State Contract		\$133,256.95		
Non Contract		\$0.00		
Proposal Total	-	\$133,256.95		
Project Total	:	\$317,214.05		
The undersigned authorizes Bluum Technology to proceed in accordance with the proposal including options elected and agrees as a representative of the client to be responsible for payment. By signing below, the client has read, understands and agrees to the scope of services, client responsibilities, terms & conditions and privacy policy.				
Clients Name & Email Address (Please Print):			_	
Authorized Signature: Date:			_	

Services for Both Courtrooms R6 -

State Contract

## MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF MINNESOTA, TENTH JUDICIAL DISTRICT AND THE COUNTY OF KANABEC

**THIS MEMORANDUM OF UNDERSTANDING** (MOU) is entered into by and between Kanabec County, Minnesota hereinafter referred to as "County" and the State of Minnesota, Tenth Judicial District, hereinafter referred to as "State."

**WHEREAS**, the sound systems in the courtrooms in Kanabec County have become increasingly unreliable, requiring increased servicing and maintenance calls.

**WHEREAS**, when the sound systems malfunction, court proceedings have the potential to be delayed and postponed.

**WHEREAS**, a result of the COVID-19 Pandemic event, judicial branch proceedings have increasingly become remote and hybrid – a mix of in-person and remote – in nature, which rely heavily on high functioning sound and video systems.

**WHEREAS**, even after the COVID-19 Pandemic mitigation efforts are no longer necessary, the judicial branch intends to continue hearing matters in a remote and hybrid fashion.

**WHEREAS**, having a high-quality sound system with integrated video and evidence presentation displays in the courtrooms will better serve the public and greatly enhance the administration of justice.

**WHEREAS**, the County and State have received a quote from Bluum Technology (also known as Tierney Corporation), attached hereto as Appendix A, to replace the sound system and add an integrated video and evidence presentation displays in Courtrooms A and B in the Kanabec County Courthouse.

**WHEREAS**, the County has agreed to replace the sound systems in Courtrooms A and B and the State has agreed to add integrated video and evidence presentation displays in Courtrooms A and B.

**NOW THEREFORE**, in consideration of the mutual benefits that each party shall derive here from, the parties do hereby agree as follows:

1.) The County shall enter into a contract with Bluum Technology (also known as Tierney Corporation) for the sound system replacement as set forth in the attached Appendix A. The County shall be 100% responsible for "Courtroom NVX (County) R6" and 35% of the "Services for Both Courtrooms R6" on Page 21 of Appendix A.

- 2.) The State shall enter into a contract with Bluum Technology (also known as Tierney Corporation) for the integrated video and evidence presentation displays as set forth in the attached Appendix A. The State shall be 100% responsible for "Courtroom NVX (State) R6" and 65% of the "Services for Both Courtrooms R6" on Page 21 of Appendix A.
- 3.) The County shall maintain responsibility, including ownership, operation, maintenance and entry or incorporation into subsequent maintenance agreement, if applicable, for the sound system.
- 4.) The State shall maintain responsibility, including ownership, operation, maintenance and entry or incorporation into subsequent maintenance agreement, if applicable, for the integrated video and evidence presentation displays.
- 5.) This MOU is the present expression of the understanding of the parties. There are no representations or stipulations either oral or written not contained herein.

IN WITNESS WHEREOF, the parties have signed this agreement of the dates written below.

COUNTY OF KANABEC	STATE OF MINNESOTA TENTH JUDICIAL DISTRICT		
	Paul Patterson		
County Administrator	District Administrator		
Kanabec County	Tenth Judicial District		
	Heather Mickelson Court Administrator Kanabec County		
	Kanabec County		
	Legal Counsel Division		
	State Court Administration Office		

## Agenda Item #8

**June 7, 2022** 

## REQUEST FOR BOARD ACTION

a. Subject: Animal Control Agreement	b. Origination: Sheriff's Office/Coordinator's Office	
c. Estimated time: 5-10 minutes	d. Presenter(s): Kris McNally, Coordinator	

e. Board action requested:

#### Resolution #\_\_\_\_ - 6/7/22 Animal Control Agreement

**WHEREAS,** Minnesota Statutes Chapter 347 allow counties to create and enforce dog control ordinances; and

**WHEREAS**, Kanabec County Ordinance #34 Dog Control was made effective in Kanabec County July 1, 2018; and

**WHEREAS,** Kanabec County Ordinance #34 designates the Kanabec County Sheriff's Office as Animal Control Officers; and

**WHEREAS**, the Kanabec County Sheriff's Office does not have the facilities nor the equipment to provide for the impoundment and reclamation of dogs as required by Ordinance #34; and

**WHEREAS,** Gratitude Farms provides animal control services to other municipalities in compliance with Minnesota Statutes Chapter 347;

**BE IT RESOLVED,** the Kanabec County Board of Commissioners hereby approves the service agreement with Gratitude Farms and grants Sheriff Smith authority to sign said agreement.

f. Background:

Supporting Documents: None Attached: ☑

**Date received in County Coordinators Office:** 

**Coordinators Comments:** 

### **Gratitude Farms Animal Control**

#### Kanabec County Contract Proposal

#### To Whom it May Concern:

Firm History/Qualifications: I have been a breeder of the Cane Corso for over 22 years, worked with rescues for over 25 years and studied under Master Dog Trainer Doctor Daryl Cooper for 3 years. I work very closely with several rescues and am always the go to person when it comes to more difficult cases. I reached a CAL 1 and CAL 2 with a Cane Corso in 2014 and still work closely with Doctor Cooper on tougher dog aggressive cases.

I began doing Animal Control for the City of East Bethel in 2009 officially, non-officially in 2008 I was being asked several times a month by the East Bethel Maintenance workers to let dogs out of the kennel that was added to the Maintenance garage to house Animal Control dogs on the weekends. At that time I only did Animal Control for the City of East Bethel and the dogs were housed in my garage. Since then I added five more Cities and a facility in our pole building to house more dogs.

Additional services that I offer to the County: Officers and Dispatch can call me for raccoons, owls, goats, sheep, horses, eagles, cats, hawks, pigs and I was even called out this summer by one of your East Bethel Deputies to catch a 4 foot snake in a resident's garage.

#### References:

City of Ham Lake, Denise Webber, 763.434.9555

City of Bethel, Ginger Berg, 763.434.4366

Township of Linwood, 651.462.2812

City of North Branch, Chief Dan Meyer, 651.277.5237

City of Cambridge, Chief Todd Schuster, 763.689.9567

Right now my contract reads as:

#### Exhibit A

#### **Schedule of Additional Fees**

Animal Owner Charges if Animal is claimed:
\$100.00 Administrative handling fee per animal
\$25.00 daily board fee, statutory veterinarian services at cost
City Charges is Animal is unclaimed:

\$500 a month all inclusive

Please call with any questions.

I am willing to do the Animal Control for the County of Kanabec for the straight \$500 a month without any additional charges to the County. Meaning if a dog is not claimed, Gratitude Farms would waive any additional fees.

Tammy Gimpl
763.331.2275

Accepted by: \_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_

## Agenda Item #7

**June 7, 2022** 

## REQUEST FOR BOARD ACTION

a. Subject: Gambling Policy A-107 with revisions	b. Origination: Board of Commissioners	
c. Estimated time: 10 minutes	d. Presenter(s): Kris McNally, Coordinator	

#### e. Board action requested:

Resolution # \_\_\_\_\_ - 6/7/22 Policy A-107 Revision

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

WHEREAS the Kanabec County Gambling Policy (A-107) requires a content revision; and

WHEREAS, the recommended revision will bring additional definition and clarity to the policy;

**THEREFORE BE IT RESOLVED** that the recommended revisions to existing Policy A-107 are approved and effective immediately.

#### f. Background:

Proposed revisions provide clarification of:

- Application requirements for both exempt/excluded and perpetual/premise permits.
- Annual reporting requirements for ALL perpetual/premise permits.
- The requirement for organizations with perpetual/premise permits approved after 2/2/21 to donate a minimum of 75% of net proceeds to organizations within Kanabec County.

Supporting Documents: None Attached: ☑

#### **Date received in County Coordinators Office:**

#### **Coordinators Comments:**

The previous policy revisions did not specifically address expectations for establishments granted approval for pull tab (perpetual/premise permits) licenses prior to the Board's issuance of the requirement for 75% of the net proceeds to go toward contributions in Kanabec County.

Policy: A-107

Approved: June 7, 2022

Effective: June 7, 2022

Supersedes (eff): February 4, 2020

February 2, 2021

#### **GAMBLING**

#### I. POLICY STATEMENT

The Kanabec County Board of Commissioners has the responsibility to review for requests for lawful gambling in Kanabec County. It is the intent of the board to approve such requests when, in the opinion of the Kanabec County Board of Commissioners, the best interests of the county are being served.

#### II. POLICY GUIDELINES

- A. In the event of any question about application of this policy, decisions of the county board shall be final. Decisions of the board on individual cases will not necessarily limit the board's actions on future cases.
- B. It is the intent of the Kanabec County Board of Commissioners to limit the issuance of gambling permits in Kanabec County to non-profit organizations with a vested interest in the county. Non-profit organizations applying for new gambling permits must provide the following:

#### 1. Exempt/Excluded Permit Applications:

- a. Appropriate MN Lawful Gambling Application Form
- Proof of registered address as a non-profit organization and active status/good standing for the current calendar year from the MN Secretary of State

#### 2. Perpetual/Premises Permit Applications:

- a. Appropriate MN Lawful Gambling Application Form
- Proof of registered address as a non-profit organization and active status/good standing for the current calendar year from the MN Secretary of State
- c. Township Certification of Gambling Approval (page 3)
- d. A written guarantee that the organization will annually submit a completed Gambling report, and that a minimum of 75% of the net proceeds will go to contributions within Kanabec County.

- 3. ALL organizations with perpetual/premise permits are required to submit an annual Gambling Report (page 4). This annual report must also include a separate list of organizations that received contributions, along with the dollar amount that was distributed to each. Failure to meet this requirement may result in denial of future permit applications.
- 4. Organizations with perpetual/premise permits approved after February 2, 2021 are required to donate a minimum of 75% of their net proceeds to organizations within Kanabec County. Failure to meet this requirement may result in denial of future permit applications.

# Township Certification of Gambling Approval for Perpetual/Premise Permit Applications

State of Minnesota	
County of Kanabec Certification of the Minutes of the Town Boa	rd of Supervisors
Township of	<u> </u>
Minutes of the meeting held:(date	, 20
The minutes of the above named Town Boa	rd Meeting indicate that the request of
(party requested gambling approval)	to conduct lawful gambling
(party requested gambling approval)	
described as(type of gambling, i.e., pull-tabs, raf	fle, bingo, etc)
to be conducted at	
(name and add	ress of facility)
was approved by the Town Board.	
I, the undersigned certify that the information aboriginal records of the above named Town Board being in my custody, and is a true reflection of the	ove has been carefully compared with the d, Kanabec County, Minnesota, those records
In Witness Whereof, I have hereunto plac	ed my hand and signature:
(signature)	(printed name)
Cortified this day of	20

Contact Person:

## Kanabec County Annual Gambling Report for Perpetual/Premise Permits

As per County Policy A-107 Section II, ALL organizations with a perpetual/premise permit are required to submit an annual Gambling Report to the County Coordinator's Office.

Kanabec County Coordinator
18 N Vine St, Ste 181

Mora, MN 55051

Email: <a href="mailto:coordinator@co.kanabec.mn.us">coordinator@co.kanabec.mn.us</a>
Fax: 320-679-6441

Please complete the following report including a separate list of organizations that received contributions, along with the dollar amount that was distributed to each.

Organization Name:

Address:			
Phone:	En	 nail:	
	Location A	Location B	Location C
Gross Receipts			
Prizes Paid			
Taxes Paid			
Pre Expense Income			
Total Expenses			
Site Profit			
Total Profit			

Please provide a separate list of organizations that received contributions along with the dollar amount that was distributed to each.

Policy: A-107

Approved: February 2, 2021

Effective: February 2, 2021 Supersedes (eff): February 4, 2020

### GAMBLING

#### I. POLICY STATEMENT

The Kanabec County Board of Commissioners has the responsibility to review for requests for lawful gambling in Kanabec County. It is the intent of the board to approve such requests when, in the opinion of the Kanabec County Board of Commissioners, the best interests of the county are being served.

#### II. POLICY GUIDELINES

- A. In the event of any question about application of this policy, decisions of the county board shall be final. Decisions of the board on individual cases will not necessarily limit the board's actions on future cases.
- B. It is the intent of the Kanabec County Board of Commissioners to limit the issuance of gambling permits in Kanabec County to non-profit organizations with a vested interest in the county. It is the policy of Kanabec County that, prior to the approval and issuance of any gambling permit in Kanabec County, the non-profit organization must first provide the county with the following:
  - 1. Proof of a registered address as a non-profit organization, and
  - 2. Proof of active status and good standing for the current calendar year from the Minnesota Secretary of State.
- C. Non-profit organizations applying for a perpetual/premise permit are also required to provide the following:
  - 1. Evidence of Township approval of the gambling permit application by completion of the form depicted on page two of this policy.
  - 2. A written guarantee that a minimum of 75% of the net proceeds will go to contributions within Kanabee County, and
  - 3. A written guarantee that the organization will annually submit a completed Gambling Report depicted on page three of this policy.
- D. Failure by perpetual/premise permit holders to provide the annual Gambling Report and/or failure to contribute 75% of the net proceeds in Kanabec County may result in denial of future permit applications.

# Township Certification of Gambling Approval for Perpetual/Premise Permit Applications

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#### Kanabec County Gambling Report

As per County Policy A-107 Section B, organizations with a perpetual/premise permit are required to provide documentation that a minimum of 75% of the net proceeds go toward contributions within Kanabec County. Please complete the following report providing proof of these requirements and submit to the Kanabec County Coordinator annually.

Organization Name:

Contact Person:			_
Address:			
Phone:	Em	ail:	
			,
	Location A	Location B	Location C
Gross Receipts			
Prizes Paid			
Taxes Paid			
Pre Expense Income			
Total Expenses			
Site Profit			
Site I fort			
Total Profit	<del>x .75 =</del>		=

Please provide a separate list of organizations within Kanabec County along with the dollar amount that was distributed to each.