

Carlton County
Board of Commissioners
REGULAR SESSION
Tuesday April 14, 2020
8:30 a.m.

Carlton County Transportation Building

Please Check the Carlton County Website
for Possible Remote Access Options

A. Administrative - Routine

1. Roll Call
2. Pledge of Allegiance to the Flag
3. Approve Agenda
4. Approve Minutes of the March 23, 2020, Adjourned Board Meeting
5. Visitors:
 - a.
 - b.
 - c.
 - d.

B. Human Services

1. Financial
2. Personnel
3. Administrative
4. Social Services
5. Public Health Services
 - a. Public Health Grant for Covid 19
6. Income Maintenance

7. Child Support & Collections
8. Commissioner's Comments
9. Human Services Advisory Committee Comments
10. Case Action & Licensing of Foster and Day Care Homes

C. Zoning and Environmental Services

D. Land and Building

1. Approve terms, tracts and conditions of Spring 2020 Timber Auction
2. Sponsorship of Snowmobile Clubs Grant in Aid program
3. Establishment of Contracts between Carlton County and sponsored ATV-Snowmobile Clubs

E. Transportation

1. Multi-Use Hangar Professional Services Agreement

F. Public Safety

1. Approve 2018 Stonegarden Grant Agreement
2. Approve 2020 State of Minnesota Federal Supplemental Boating Safety Patrol Grant
3. Approve out-of-state travel for training/certification
4. Approval to refill position within Sheriff's Office due to retirement

G. Tax Matters

H. Administrative – Other

1. Discussion of Status of Closure of County Buildings and Departmental Operations

2. Accept January 2020 Expenditure Listing
3. Consider a Limited Hiring freeze
4. Recognition of limitations on county authority as relates to state and federally regulated issues
5. Zoning clerk grade change

I. Unorganized Township Matters

J. Commissioners Comments and Meetings Attended

K. Correspondence

Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

B-5a
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 4-14-2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Carlton County PHHS
Title of Item for Consideration: Accept COVID-19 Public Health grant
Presenter: Dave Lee

Type of Action Requested (check all that apply)

- Info only, no action requested at this time
 Award contract or bid
 Approve by resolution
 Accept Grant

Fiscal Impact (check all that apply)

Item included under current budget Yes No NA
Budget adjustment required Yes No NA
Reviewed by Finance Committee Yes No NA

Staffing Impact

Duties of a County employee(s) may be materially affected Yes No NA
Applicable job description(s) may require revision Yes No NA
Item may change the department's authorized staffing level Yes No NA
Reviewed by Human Resources Yes No NA

Other

Reviewed by other Committee, Board or Commission Yes No NA
If yes, what was their recommendation _____

Summary

The MN Department of Health has awarded the Carlton, Cook, Lake, St. Louis Counties Community Health Board a grant to support the Local Public Health response to COVID-19. The amount Carlton County Public Health will receive is \$38,387 and has a retroactive start date of March 3, 2020. This will support the cost of staff time in planning for and responding to COVID-19 and some additional supply purchases as needed for Public Health.

Supporting Attachments

- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

0-2
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting April 14, 2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Greg Bernu, Land
Title of Item for Consideration: Sponsorship of Snowmobile Clubs Grant in Aid program
Presenter: same

Type of Action Requested (check all that apply)

- Info only, no action requested at this time
 Award contract or bid
 Approve by resolution

Fiscal Impact (check all that apply)

- Item included under current budget Yes No NA
Budget adjustment required Yes No NA
Reviewed by Finance Committee Yes No NA

Staffing Impact

- Duties of a County employee(s) may be materially affected Yes No NA
Applicable job description(s) may require revision Yes No NA
Item may change the department's authorized staffing level Yes No NA
Reviewed by Human Resources Yes No NA

Other

- Reviewed by other Committee, Board or Commission Yes No NA
If yes, what was their recommendation _____

Summary

Supporting Attachments

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Summary:

Prior to 2020, annually the County Auditor asked for and was granted by the Board to have Carlton County Auditor's Office to act as the Local Governmental Unit (LGU) Sponsor on behalf of Carlton County Snowmobile Clubs enrolled in the MN DNR Grant-in-Aid Trails program. I am slightly modifying that previous action to change from an annual request to "until further notice from the Carlton County Board." This is upon recommendation from the MN DNR and mirrors action by the Board this past fall in regards to ATV club sponsorship.

Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

0-1
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting April 14, 2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Greg Bernu, Land
Title of Item for Consideration: Approve terms, tracts and conditions of Spring 2020 Timber Auction
Presenter: Same

Type of Action Requested (check all that apply)

- Info only, no action requested at this time
- Award contract or bid
- Approve by resolution
-

Fiscal Impact (check all that apply)

- Item included under current budget Yes No NA
- Budget adjustment required Yes No NA
- Reviewed by Finance Committee Yes No NA

Staffing Impact

- Duties of a County employee(s) may be materially affected Yes No NA
- Applicable job description(s) may require revision Yes No NA
- Item may change the department's authorized staffing level Yes No NA
- Reviewed by Human Resources Yes No NA

Other

- Reviewed by other Committee, Board or Commission Yes No NA
- If yes, what was their recommendation _____

Summary

Supporting Attachments

- _____
- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Summary:

Twice a year the Land Department offers for sale to the highest bidder Tracts of timber on County managed lands without the sale of the land. This Springs Timber Auction will be held on May 14, 2020. The bidding will be by Sealed Bid, with the bids opened in the Auditor's Office at 2 PM as determined by the Auditor's clock.



CARLTON COUNTY

Land Department

1630 County Road 61 • Carlton, MN 55718

218-384-9179

Gregory J. Bernu, *Land Commissioner* • Mark P. Westphal, *Forester*

Carlton County Land Department

May 14th, 2020 Sealed-bid Timber Auction Summary

Timber Auction Tracts

Tract #	Cords (all species)	Appraised value
1	3,190	\$81,670.00
2	505	\$12,461.50
3	610	\$4,500.00
4	970	\$18,625.00
5	310	\$1,100.00
6	2,895	\$56,260.00
7	405	\$9,000.00
8	1,425	\$34,860.00

Timber Auction Species Summary

Species	Cords appraised	Appraised value
Aspen	6,535	\$175,390.00
Balsam Fir	95	\$205.00
Black spruce	5	\$25.00
Tamarack	300	\$1,050.00
Red pine bolts	90	\$2,700.00
Red pine pulp	90	\$211.50
Red oak	315	\$7,875.00
Northern hardwoods	2,880	\$31,020.00
Total	10,310	\$218,476.50

"An Equal Opportunity Employer"

COUNTY TIMBER - NOTICE OF SALE

Pursuant to the order of the County Board of Carlton County, and provisions of Minnesota Statute 282 and as amended, the following timber on tax-forfeited lands will be offered for sale **WITHOUT** the sale of the land on **Thursday, May 14th, 2020, at 2:00 PM** at the Carlton County Auditors Office, 301 Walnut Avenue, PO Box 130, Carlton, Minnesota 55718.

Only those on the Responsible Operator List are qualified to bid on a Timber Sale. To see if you are on the Responsible Operator List, visit the Carlton County website www.co.carlton.mn.us or call the Carlton County Land Department at 218-384-9179. Any person or company may apply to be on the Responsible Operator List. Contact the Carlton County Land Department at 218-384-9179 or visit the Carlton County website www.co.carlton.mn.us for a Contractor Application Form.

Timber will be sold by sealed bid to the highest bidder at not less than the appraised value, and in conformity with the forest practices as outlined in the timber permits and appraisal. Bidding shall be on a dollars per cord, (i.e. **\$15.00, \$28.50, \$35.77**), and the right to accept or reject any or all bids is reserved.

A bid guarantee of \$500 must accompany each bid form. One bid guarantee will cover all bids. The bid guarantee bond will be applied to the down payment of the winning bidder's first awarded tract. All other bid guarantees will be returned to unsuccessful bidders.

Successful bidders have ten (10) business days to secure awarded tracts with fifteen (15%) percent of the appraised value as the down payment on the awarded tract. Failure to do so will result in the forfeiture of the bid guarantee.

Payment or a Letter of Credit securing the entire unpaid balance or a cutting block thereof must be made prior to cutting. A performance bond of 10% may be collected prior to opening of a sale. Payment of the performance bond will be a separate transaction. The performance bond will be refunded upon complete closure of sale and satisfaction of terms and conditions of the timbersale permit.

Permits to cut and remove the timber from the land will be issued to the purchaser. All permits sold at the May 14, 2020 sale will expire May 31st, 2022. The County, for good and sufficient reasons, may extend the permit beyond the expiration date stated. In general, renewals will be granted when overruns are paid up to date, and upon proof of good reason, for one (1) additional year for \$100.00 or 5% of the uncut balance, whichever is greater. A second one (1) additional year may be granted upon payment in full of uncut timber.

Payment of all overruns must be made within 30 days of notification by the Land Department. Ten (10) percent interest will be charged on all overruns exceeding thirty (30) days. Any interest computation for a portion of a month will be deemed to be a whole month. If payment is not made before 90 days, all other timber permits which the defaulting bidder has with Carlton County will be closed until payment is made in full. Overruns not paid within 90 days may be considered as a timber trespass.

***PLEASE NOTE THAT CERTAIN CONDITIONS HAVE BEEN ADDED TO PERMITS TO MEET SITE-LEVEL FOREST MANAGEMENT GUIDELINES.**

Access to all tracts, both legal and physical, is the responsibility of the bidder, and should be thoroughly investigated prior to bidding. Operators will be required to restore any/all roads used to access the permits areas to at least their original condition. Please see attached list of the offered timber tracts. **APPRAISALS AND FURTHER INFORMATION CAN BE FOUND ON THE CARLTON COUNTY WEBSITE www.co.carlton.mn.us.**

Tract #1.

N1/2-SW1/4, N1/2-SE1/4 of Section 6; NE1/4-SW1/4, N1/2-SE1/4 of Section 6, Section 6/1, T46N, R16/17W. Holyoke, and Clear Creek Twp. Public access. Logging Condition: Frozen. Permit Area: 117 acres.

Permit #5119

Species	Volume	Unit	Price/Cd.	Method of Sale	Total
Aspen	2,765	Cords	\$28.00	Consumer Scale	\$77,420.00
Northern Hardwoods	425	Cords	\$10.00	Consumer Scale	\$4,250.00
TOTAL SALE					\$81,670.00
15% Down Payment					\$12,250.50

Tract #2.

SE1/4-SW1/4 of Section 19, NE1/4-NE1/4 of Section 30, W1/2-NE1/4, E1/2-NW1/4 of Section 31, Section Various, T46N, R17W. Clear Creek Twp. Private access. Logging Condition: Dry. Permit Area: 28 acres.

Permit #5121

Species	Volume	Unit	Price/Cd.	Method of Sale	Total
Aspen	315	Cords	\$30.00	Consumer Scale	\$9,450.00
Northern Hardwoods	10	Cords	\$10.00	Estimate	\$100.00
Red Pine Bolts	90	Cords	\$30.00	Consumer Scale	\$2,700.00
Red Pine Pulp	90	Cords	\$2.35	Consumer Scale	\$211.50
TOTAL SALE					\$12,461.50
15% Down Payment					\$1,869.22

Tract #3.

N1/2-NW1/4 of Section 28, NE1/4-NE1/4 of Section 29, Section 28/29, T46N, R18W. Moose Lake Twp. Public access. Logging Condition: Frozen (see additional info.). Permit Area: 26 acres.

Permit #5015

Species	Volume	Unit	Price/Cd.	Method of Sale	Total
Aspen	410	Cords	\$10.00	Consumer Scale	\$4,100.00
Balsam Fir	90	Cords	\$2.00	Estimate	\$180.00
Northern Hardwoods	110	Cords	\$2.00	Estimate	\$220.00
TOTAL SALE					\$4,500.00
15% Down Payment					\$675.00

Tract #4.

NW1/4-SW1/4, S1/2-SW1/4, Section 17, T46N, R21W. Split Rock Twp. Public access. Logging Condition: Frozen. Permit Area: 32 acres.

Permit #5115

Species	Volume	Unit	Price/Cd.	Method of Sale	Total
Aspen	280	Cords	\$25.00	Consumer Scale	\$7,000.00
Northern Hardwoods	375	Cords	\$10.00	Consumer Scale	\$3,750.00
Red Oak	315	Cords	\$25.00	Consumer Scale	\$7,875.00
TOTAL SALE					\$18,625.00
15% Down Payment					\$2,793.75

Tract #5.

E1/2-NE1/4, Section 1, T47N, R21W. Automba Twp. Public access. Logging Condition: Frozen. Permit Area: 24 acres.

Permit #5117

Species	Volume	Unit	Price/Cd.	Method of Sale	Total
Balsam Fir	5	Cords	\$5.00	Estimate	\$25.00
Black Spruce	5	Cords	\$5.00	Estimate	\$25.00
Tamarack	300	Cords	\$3.50	Estimate	\$1,050.00
TOTAL SALE					\$1,100.00
15% Down Payment					\$165.00

Tract #6.

SW1/4-SW1/4 of Section 19, N1/2 of Section 30, Section 19/30, T47N, R21W. Automba Twp. Public access. Logging Condition: Frozen. Permit Area: 101 acres.

Permit #5116

Species	Volume	Unit	Price/Cd.	Method of Sale	Total
Aspen	1,345	Cords	\$28.00	Consumer Scale	\$37,660.00
Northern Hardwoods	1,550	Cords	\$12.00	Consumer Scale	\$18,600.00
TOTAL SALE					\$56,260.00
15% Down Payment					\$8,439.00

Tract #7.

NE1/4-SW1/4, NW1/4-SE1/4, Section 30, T47N, R21W. Automba Twp. Public access. Logging Condition: Dry. Permit Area: 11 acres.

Permit #5120

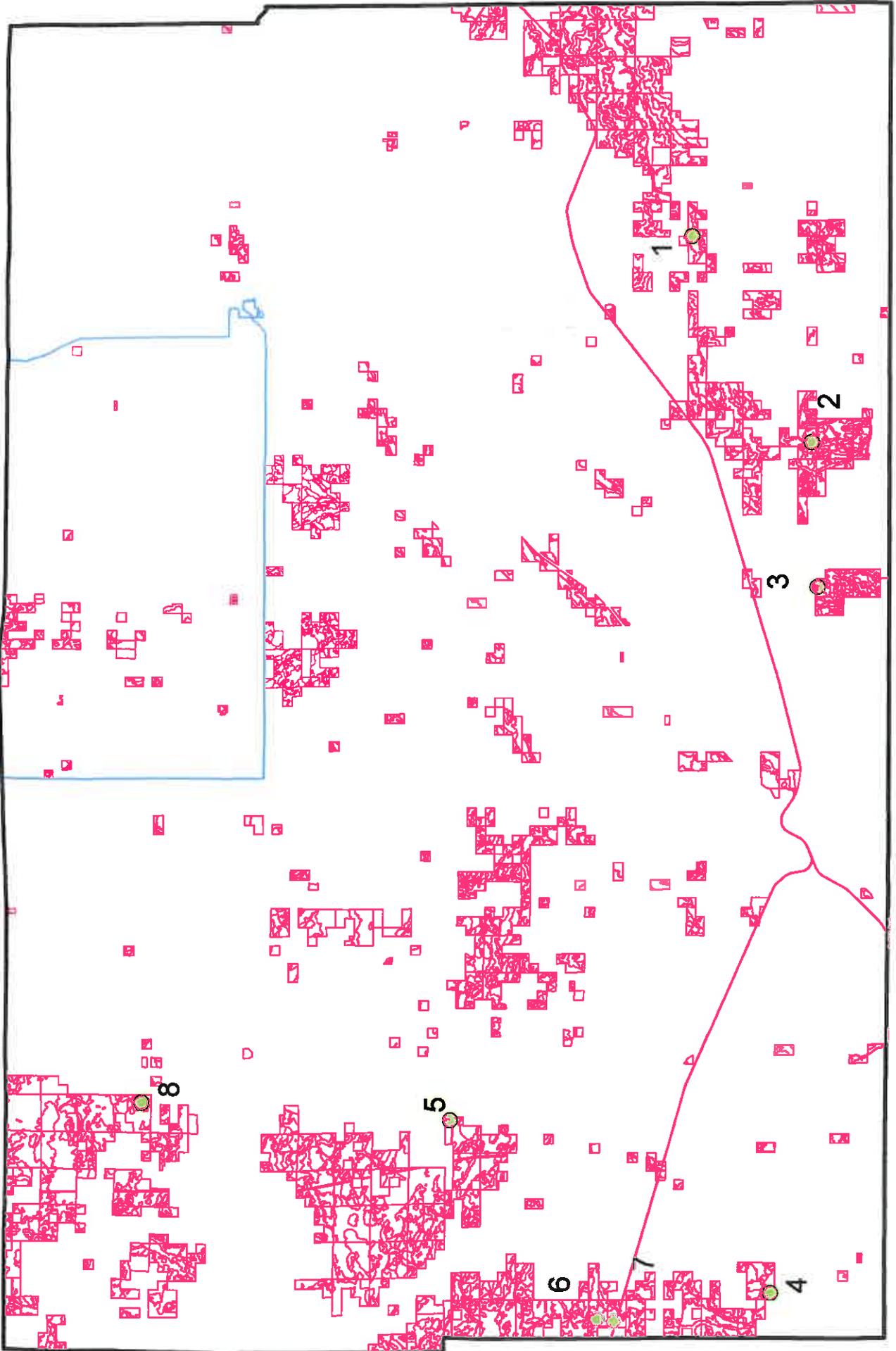
Species	Volume	Unit	Price/Cd.	Method of Sale	Total
Aspen	275	Cords	\$28.00	Consumer Scale	\$7,700.00
Northern Hardwoods	130	Cords	\$10.00	Consumer Scale	\$1,300.00
TOTAL SALE					\$9,000.00
15% Down Payment					\$1,350.00

Tract #8.

SE1/4, Section 19, T49N, R20W. Red Clover Twp. Public access. Logging Condition: Frozen. Permit Area: 35 acres.

Permit #5118

Species	Volume	Unit	Price/Cd.	Method of Sale	Total
Aspen	1,145	Cords	\$28.00	Consumer Scale	\$32,060.00
Northern Hardwoods	280	Cords	\$10.00	Estimate	\$2,800.00
TOTAL SALE					\$34,860.00
15% Down Payment					\$5,229.00



Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

D-3
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting April 14, 2020

Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer

From: Greg Bernu, Land

Title of Item for Consideration: Establishment of Contracts between Carlton County and Sponsored ATV-Snowmobile Clubs

Presenter: same

Type of Action Requested (check all that apply)

- Info only, no action requested at this time
- Award contract or bid
- Approve by resolution
-

Fiscal Impact (check all that apply)

- Item included under current budget Yes No NA
- Budget adjustment required Yes No NA
- Reviewed by Finance Committee Yes No NA

Staffing Impact

- Duties of a County employee(s) may be materially affected Yes No NA
- Applicable job description(s) may require revision Yes No NA
- Item may change the department's authorized staffing level Yes No NA
- Reviewed by Human Resources Yes No NA

Other

- Reviewed by other Committee, Board or Commission Yes No NA
- If yes, what was their recommendation _____

Summary

Supporting Attachments

- _____
- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Summary:

There are currently no Contracts between Carlton County and sponsored Grant-in-Aid ATV or Snowmobile Clubs. I am requesting to develop contracts between the County and the clubs, using formats in the MN DNR GIA manuals and as developed by adjoining Counties. I will then have the contracts vetted by the County Attorney's Office. Upon approval by the Attorney, I will have the contracts signed by each Club President and by the Board Chair and County Auditor.

St. Louis County/Snowmobile Club Contract

This agreement, made this _____ day of _____, 2006, between St. Louis County, hereinafter referred to as the "local unit of government" and BEADA, hereinafter referred to as the "Club."

WHEREAS, St. Louis County, as a local unit of government, is a sponsor of trails within the Minnesota Trails Assistance Program; and

WHEREAS, St. Louis County has entered into a Minnesota Trails Assistance Program Maintenance Grant Agreement with the State of Minnesota, a copy of which is attached to and made a part of this agreement; and

WHEREAS, the Minnesota Trails Assistance Program provides grants to local units of government for the maintenance of recreational trails pursuant to Minn. Stat. § 84.83; and

WHEREAS, St. Louis County has requested and received permission from the State of Minnesota, Department of Natural Resources, to assign specific responsibilities under the Minnesota Trails Assistance Program Maintenance Grant Agreement to the local snowmobile clubs as its agents; and

WHEREAS, BEADA is a non-profit corporation responsible for the Taconite Trail.

NOW, THEREFORE, it is agreed between the parties as follows:

1. That BEADA agrees that it will perform the following obligations of the Minnesota Trails Assistance Program Maintenance Grant Agreement:
 - A. Trail Obligations of the Sponsor. BEADA agrees to maintain the proposed trails in accordance with the guidelines contained within the current Minnesota Trails Assistance Program Manual, 2006, hereinafter referred to as the "Manual" as accepted or amended by the State. The Club shall: Proceed to acquire necessary interests in lands on the trail. Interests in land must be acquired in fee, easement, lease or permit for said trail. The term of said interests shall be no less than 4 months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by the trail, the Club shall obtain from the owner of said parcel a permit, lease, easement or deed for said crossing. The Club shall submit to the County the landowner certification form certifying that the necessary interests in land have been obtained and are on file with the Club.
 - B. Provide adequate maintenance on the trail, which shall include keeping it reasonably safe for public use; provide sanitation and sanitary facilities when needed; and provide other maintenance as may be required. The Club, and not the County, is responsible for maintaining signs and grooming of the trail.

2. **Grooming.** In order to receive maximum disbursement from the Minnesota Trails Assistance Program, the Club agrees to groom the entire trail referred to within the Plan in accordance with the trail grooming guidelines established in the Manual.

3. **Accounting and Audit.** The Club shall maintain books, records, documents, and other evidence relevant to this grant and in such detail that will accurately reflect the benchmarks that have been reached in this program and that have received payment. The Club shall use generally accepted accounting principles and these records shall be retained for six (6) years after this grant terminates. The County, the State, its representatives or the legislative auditor shall have the right to examine this evidence and the Club shall make them available at all reasonable times during the record retention period. Records shall be sufficient, as defined in the manual to reflect significant costs incurred and volunteer donation of time, equipment, and/or materials in performance of this grant.

4. The Club shall comply with the provisions for Workers' Compensation in Minn. Stat. § 176.181, Subd. 1 and § 176.182, and all applicable rules and subsequent amendments thereto.

BEADA

ST. LOUIS COUNTY

By _____

By _____

Its _____

KEITH NELSON
Chair of County Board

Dated: _____

Dated: _____

By _____

DONALD DICKLICH
Auditor

Approved as to form and execution:

Dated: _____

TIMOTHY O. LEE
Assistant County Attorney

Dated: _____

III. APPLICATION PROCESS AND PROGRAM FORMS

Sample COUNTY/ CLUB CONTRACT

This agreement made this _____ day of _____, 20____, between _____ hereinafter referred to as the local unit of government and _____ hereinafter referred to as the club.

WITNESSED:

Whereas the local unit of government desires to establish a public trail in furtherance of its public recreation program, and

Whereas the club agrees to help and assist the local unit of government to acquire, construct and maintain said trail, and is registered as a nonprofit corporation, and

Whereas the State of Minnesota offers financial and technical assistance to the local unit of government for the construction of an approve trail, and whereas the trail in connection with this agreement shall hereinafter be called _____

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES THERETO:

The local unit of government shall apply to the State of Minnesota - Department of Natural Resources - for financial and technical assistance in accordance with the laws, rules, and regulations governing said assistance.

If said assistance is granted, the local unit of government shall contract with the club for the acquisition of the necessary interests in land and the subsequent construction and maintenance of the trail.

The contract shall specifically provide that any "work" in connection with the trail shall be in accordance with the terms and conditions of the agreement between the state and the local unit of government and such terms and conditions be incorporated in said contract by reference.

Further the contract shall provide that the club will certify to the local unit of government upon completion of significant benchmarks of "work" on the trail. The local unit of government agrees to pay the club the appropriate percentage of the total grant amount for their "work" completed by the club on their portion of the trail system as agreed to/with the other clubs in the trail system; the club will "absorb" the remainder. In the event that a performance penalty is assessed on the sponsor, by the state, such penalty will be passed through to the appropriate club and be their obligation until satisfied.

The contract shall specifically provide that the club will be operating as an independent contractor and that the local unit of government and the State of Minnesota shall not be responsible for workman's compensation of other employee benefits.

Not Withstanding the financial assistance provided in the state contract, the local unit of government shall not be liable for such costs as are incurred by the club because state funds are depleted.

Board Chairman/Mayor _____

Auditor/Clerk _____

Club President _____

Club Secretary _____

COUNTY/CLUB TRAIL AGREEMENT

This agreement is made the ____ day of _____, 20____, between Itasca County, hereinafter referred to as the **County**, and _____, hereinafter referred to as the **Club**.

WHEREAS:

1. The **County** desires to establish a public trail in furtherance of its public recreation program, and
2. The **Club** agrees to contract with the County to acquire, construct, and maintain that trail, and
3. The State of Minnesota offers financial and technical assistance to the **County** for the construction and maintenance of an approved trail, and the **County** desires to avail itself of that assistance.
4. The trail that is the subject of this Agreement shall be called _____

NOW THEREFORE, it is agreed between the parties hereto that:

5. The **County** shall apply to the State of Minnesota Department of Natural Resources for financial and technical assistance in accordance with the laws, rules, and regulations governing such assistance.
6. If such assistance is granted, the **County** and the **Club** shall enter into necessary contracts with each other and with others for acquisition of the necessary interests in land and the subsequent construction and maintenance of the trail.
7. The **Club** shall construct the trail, provide adequate maintenance, keep the trails reasonably safe for public use, and provide such other maintenance or modifications as may be required by the State of Minnesota. The **Club** agrees to be solely responsible for the aforementioned obligations, and the parties agree that the **County** shall have no responsibility, duty, or liability for those obligations. Any work in connection with the trail shall be in accordance with the terms and conditions of the Agreement between the State and the **County**, such terms and conditions shall be incorporated by reference into this Agreement and any subsequent contracts between the **County** and the **Club**, or between the parties hereto and others.
8. The **Club** agrees to defend, indemnify, and hold harmless the **County** from any and all claims brought by anyone arising out of the subject trail, including, but not limited to, claims arising out of the creation, construction, operation, maintenance, supervision, inspection, or use of the trail.
9. The **County** agrees to purchase liability insurance naming the **County** and snowmobile clubs named herein as insured, or additional named insured, in an amount at least equal to the maximum liability

limits set for in Minn. Stat.466.04, Subd. 1. It is mutually understood that all other insurance needs are the responsibility of the club. The **County** will provide the signature clubs with a certificate of insurance.

Page 2

10. The **County** expects to receive financial assistance from the State of Minnesota through its Snowmobile Trails Assistance Program (STAP) and agrees to reimburse the club for STAP work which in the discretion of the county is qualified for reimbursement, according to its terms, the appropriate percentage of the total grant amount for STAP work completed by the club on their portion of the trail system as agreed to with the other clubs in the trail system; the **Club** will absorb the remainder.
11. The **Club** agrees to certify to the **County** monthly reports of completed STAP work on the trail.
12. In the event that a performance penalty is assessed on the sponsor by the state, payment or reimbursement of the penalty will be the responsibility of the club and at the option of the county shall be immediately payable, be deducted from future payments to which the club is entitled or payable as otherwise mutually agreed by the parties.
13. The **County** shall not be liable for such costs as are incurred by the **Club** because State funds are depleted or reduced or in any way modified.
14. The **Club** will operate as an independent contractor, and the **County** and the State of Minnesota shall not have any responsibility or liability for worker's compensation, other employee benefits, or claims of negligence or other wrongdoing on the part of the **Club** brought by third-parties.

Dated this ____ day of _____, 20____.

Chair, County Board

Club President

County Auditor

Club Secretary

Original: May 28, 2004

Updated: May 15, 2006

Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

E-1
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 04/14/2020

Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer

From: Carla McCullough

Title of Item for Consideration: Multi-Use Hangar Professional Services Agreement

Presenter: JinYeene Neumann, County Engineer

Type of Action Requested (check all that apply)

Info only, no action requested at this time

Award contract or bid

Approve by resolution

Fiscal Impact (check all that apply)

Item included under current budget Yes No NA

Budget adjustment required Yes No NA

Reviewed by Finance Committee Yes No NA

Staffing Impact

Duties of a County employee(s) may be materially affected Yes No NA

Applicable job description(s) may require revision Yes No NA

Item may change the department's authorized staffing level Yes No NA

Reviewed by Human Resources Yes No NA

Other

Reviewed by other Committee, Board or Commission Yes No NA

If yes, what was their recommendation _____

Summary

Please approve the Professional Services Agreement contingent on EDA funding for the Multi-Use Hangar at the Cloquet Airport. EDA funding is taking longer than anticipated; if we receive funds, we will have a short deadline to request additional funding we can receive from MNDot. We are requesting approval prior to notice of funding so we can immediately contact MNDot once notice of funds is received. If we do not receive the funds, we will not move forward with the project this year.

Supporting Attachments

County Board Resolution

Professional Services Agreement

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Adopted December 8, 2015

Revised November 28, 2016

**PROFESSIONAL SERVICES AGREEMENT
WORK ORDER 2020-01
RS&H Project 214-4681-005**

March 23, 2020

In accordance with this Work Order 2020-1, made and entered into this ___ day of _____ 2020, RS&H, Inc. agrees to perform and complete the following services, in accordance with the terms and conditions of the Master Professional Services Agreement with Carlton County, Minnesota (dated June 12, 2018) (Client), all of which terms and conditions are incorporated herein by reference:

Project Location: Cloquet – Carlton County Airport

Project Description: Design of a Carlton County owned Multi-Use Aircraft Hangar (Approximately 87' x 80') including civil site design, structural hangar coordination, and interior build-out to fit the needs of future tenants.

Client Contact/
Project Coordinator: JinYeene Neumann, PE County Engineer

RS&H Project Manager: Darren Christopher, PE

Scope of Services: RS&H will provide the services shown in Attachment "A" of this Work Order including Design and Bidding Services for the Multi Use Hangar Construction.

Schedule: Detailed in Attachment "A" of this Work Order

Compensation: Design & Bidding Services (Lump Sum): **\$109,994.00**
See Attachment "B"

Deliverables Detailed in Attachment "A" of this Work Order.

Project Meetings: Detailed in Attachment "A" of this Work Order.

Other Considerations: Construction Services are not included in this Work Order. The required FAA Federal Contract Provisions are included in this Work Order as Attachment "E".

"CLIENT"

"CONSULTANT"

CARLTON COUNTY

RS&H, INC.

BY: _____

JinYeene Neumann, P.E.

Typed Name

Title: _____

County Engineer

BY: _____

DocuSigned by:

Patrick T. Frame
308998C2475D4F4...

Patrick T. Frame

Typed Name

Title: _____

Vice President

Attest:

Attest:

BY: _____

Carla McCullough

Typed Name

[Corporate Seal]

BY: _____

DocuSigned by:

Melanie L. Nichols
EFF831E7B43347D...

Melanie L. Nichols

Typed Name

[Corporate Seal]

DocuSigned by:



**ATTACHMENT A - SCOPE OF WORK (Basic Services)
Cloquet – Carlton County Airport
Cloquet, Minnesota
Multi-Use Hangar Construction
(Design & Bidding Services Only)**

I. PROJECT DESCRIPTION

The Cloquet – Carlton County Airport has determined there is a need for additional aircraft hangar and office space for their current FBO tenant which has seen significant growth in the past years. This project consists of the construction of an approximate 87' x 80' (6,960 square foot) aircraft hangar along with interior build-out to allow for the successful operation of the future tenant. The proposed hangar will be owned by the Cloquet – Carlton County Airport and a lease agreement will be entered into between the County and its future tenant. The consultant will coordinate civil, structural, and architectural design with both the owner and tenants needs in consideration. The consultant will utilize the services of a sub consultant to complete the mechanical, plumbing and electrical design along with the building code review. The proposed hangar site has been prepared under a previous project with an expanded bituminous apron and site grading. The project will occur in one phase and will be coordinated with Airport staff and users to minimize the impact to aircraft operations. The proposed project construction limits can be seen in an exhibit in Attachment "C".

The project will be funded with EDA, FAA AIP, MnDOT Aeronautics, and Local funds.

The design tasks for the project is anticipated to include the following elements:

- Civil Site Design (concrete apron, utility coordination, sidewalks, drainage)
- Structural Design (foundation, structural/roof components, hangar door framing)
- Architectural Services (interior build-out design)
- Electrical & Mechanical systems Design
- Code Review (building and fire protection requirements)
- Construction Safety Phasing Plan
- Bid Phase Services

RS&H has coordinated efforts to obtain survey data of the existing hangar site and proposed drainage locations. The consultant has previously gathered geotechnical data and completed environmental documentation has been approved by federal agencies under a separate Work Order. Geotechnical field exploration and environmental documentation is not included in this Work Order. Sub consultant proposals for the mechanical design, electrical design, and code review can be seen in Attachment "D".

The project construction cost is anticipated to be \$1,200,000.00. Funding sources include the Federal Aviation Administration, Economic Development Authority, Mn/DOT Office of Aeronautics, and Carlton County local funds.

This work order will consist of engineering design and bidding services along with hangar funding eligibility assistance. Construction services will be provided through a separate work order.

II. PROJECT TASKS

A. Task 1: Preliminary Design

Task 1.1

The Consultant will coordinate and attend a pre-design meeting with the Airport staff, future tenant(s) and other appropriate agencies and stakeholders to establish the preliminary design goals and methods. The kickoff meeting will be held at the Airport.

Task 1.2

The Consultant will review the Airport files and records to determine relevant information for the Airport to provide, such as the airport master plan, airport layout plan, pavement evaluation reports, aerial photogrammetry, survey data, previous design plan as-builts, specifications, and geotechnical investigation reports.

Task 1.3

The Consultant will develop schematic design documents for function, exterior and interior appearances, and tenant needs which will be defined and presented to Carlton County. Evaluations based on preferences and affordability will be made for the County's direction for further refinement during the design development phases.

Task 1.4

The Consultant will perform, through its subconsultant, a topographic survey of the project area for use in the design of the project. All surveying activities will be coordinated with Airport and FAA personnel prior to surveying. The Consultant will coordinate and review with the surveying subconsultant specific geometric criteria required for topography, profile and cross-sectional survey of existing drainage areas, above and below ground utilities, existing site improvements, and definition of any obvious topographic depressions. All survey data will be provided to the Airport, as required, in acceptable electronic format.

Task 1.5

Along with its sub consultant, the consultant will conduct a preliminary determination of jurisdictional authority requirements for Building Code, Fire Protection and Life Safety. Impacts on project scope and strategies to accommodate requirements will be defined.

Task 1.6

The Consultant, along with its sub consultant, will prepare 30% Plans, a list of anticipated construction specifications and an opinion of probable construction costs. The 30% Design submittal will include site layout, foundation requirements, structural details, building sections, interior construction plans, and preliminary electrical/mechanical requirements. The development of the 30% Design documents will be in coordination with the Airport's authorized representative(s) and the hangar's future tenant(s).

Task 1.7

The Consultant, along with its sub consultant, will conduct an in-house quality control review of the 30% Design Plans, outline Specifications and Opinion of Probable Construction Cost prior to submittal to the Airport.

Task 1.8

The Consultant will submit 30% Documents for review, comment, and approval to proceed to 90% Design.

Task 1.9

The Consultant will coordinate and attend one (1) meeting at the Airport to review the 30% Design submittal. The Consultant will provide written minutes of the meeting and distribute to all attendees within five (5) working days of the meeting. The Airport's authorized representative(s) will provide any additional written comments to the Consultant within one week of the design review meeting.

Task 1.10

Project Management / FAA / EDA Coordination - The Consultant will administer the project in coordination with Airport staff and the FAA/EDA. The Consultant will assign qualified individuals or sub consultants to the project and complete the efforts within a reasonable and agreeable timeframe.

B. Task 2: 90% Design

Task 2.1

The Consultant will review all comments received from the Airport's authorized representative(s) from 30% Design submittal review and incorporate applicable comments into Plans, Specifications, and Opinion of Probable Construction Cost. The Consultant, and its sub consultant, will provide a written report on each comment on how it will be incorporated into the documents, or why it was not applicable.

Task 2.2

The Consultant will develop Civil/Site documents including site utilities, pavements, geometry, grading, site access, and drainage limits. The Construction Safety Phasing Plan (CSPP) will also be submitted during the 90% Civil/Site design per AC 150-5370-2G and ARP SOP 1.00. The development of the 90% Civil/Site Design documents will be in coordination with the Airport's authorized representative(s).

Task 2.3

The Consultant will develop Architectural and Structural documents based on the input and recommendations from Carlton County and its future tenant(s). Architectural documentation includes the hangar layout, functionality features, exterior and interior features, along with sections and details for the project. Structural details include foundation design, floor framing, girders, columns and lateral load systems.

Task 2.4

The Consultant, through its sub consultant, will design mechanical HVAC, Plumbing, Fire Protection, and Electrical documents based on preferences and affordability determined by Carlton County and its proposed tenant(s). Design includes, heating/ventilation, water supply, sanitary system, fire wall ratings and requirements, power systems, lighting and communication systems.

Task 2.5

Along with its sub consultant, the consultant will conduct a 90% determination of jurisdictional authority requirements for Building Code, Fire Protection and Life Safety. Impacts on project scope and strategies to accommodate requirements will be defined.

Task 2.6

The Consultant, along with its sub consultant, will conduct an in-house quality control review of the 90% Design Plans, Specifications and Opinion of Probable Construction Cost prior to submittal to the Airport.

Task 2.7

The Consultant will submit 90% Documents for review, comment, and approval to proceed to 100% Bid Set Design.

Task 2.8

The Consultant will coordinate and attend one (1) meeting at the Airport to review the 90% Design submittal. The Consultant will provide written minutes of the meeting and distribute to all attendees within five (5) working days of the meeting. The Airport's authorized representative(s) and the hangar's future tenant(s) will provide any additional written comments to the Consultant within one week of the design review meeting.

Task 2.9

Project Management / FAA / EDA Coordination - The Consultant will administer the project in coordination with Airport staff and the FAA/EDA. The Consultant will assign qualified individuals or sub consultants to the project, and complete the efforts within a reasonable and agreeable timeframe.

C. Task 3: 100% (Bid Set) Design

Task 3.1

The Consultant, and its sub consultant, will review all comments received from the Airport's authorized representative(s) and FAA from 90% Design submittal review and incorporate applicable comments into Plans, Specifications and Opinion of Probable Construction Cost and provide a written report on each comment on how it will be incorporated into the documents, or why it was not applicable.

Task 3.2

The Consultant will prepare Bid Set Plans and technical specifications in accordance with FAA/EDA/MnDOT/International Building Code (IBC) standards. Specifications will be based on a lump sum total cost construction contract. Front-end specification requirements and format will be provided by Carlton County including, but not limited to, the advertisement to bid, legal requirements, proposal, contract, bond forms, general provisions, labor rates, minority participation requirements, special conditions, insurance requirements, and any other pertinent and or required information.

Task 3.3

The Consultant will develop final Civil/Site documents including site utilities, pavements, geometry, grading, site access, and drainage limits. Turf establishment and apron pavement will be coordinated during the final design.

Task 3.4

The Consultant will develop final Architectural and Structural documents based on the input and recommendations from Carlton County and its future tenant(s). Final Architectural documentation will include interior office, rooms, and common space appearance and details. Bid Set Structural design will include the superstructure bracing system, framing system, and miscellaneous structural elements.

Task 3.5

The Consultant, through its sub consultant, will develop final mechanical HVAC, Plumbing, Fire Protection, and Electrical documents. Final design includes, heating, air conditioning, building automation systems, water supply, sanitary system, kitchen systems, toilet rooms, power systems, lighting, security, and communication systems.

Task 3.6

The Consultant, along with its sub consultant, will conduct an in-house quality control review of the Bid Set Design Plans, specifications and Opinion of Probable Construction Cost and related documentation prior to submittal to the Airport. A Final Building Code compliance document will be submitted to local and state agencies for review at this time.

Task 3.7

The Consultant will provide and distribute to Carlton County, the FAA/EDA , and Mn/DOT Final Documents for bidding purposes. Comments requesting changes to the final Plans and specifications after this submittal to the Airport will be performed under a change order for additional time and cost.

Task 3.8

Project Management / FAA / EDA Coordination - The Consultant will administer the project in coordination with Airport staff and the FAA/EDA. The Consultant will assign qualified individuals or subconsultants to the project, and complete the efforts within a reasonable and agreeable timeframe.

D. Task 4: Bid/Award Services

Task 4.1

The Consultant will prepare for and attend a pre-bid conference at the Airport, receive comments, record the minutes of the conference and distribute to the Airport's authorized representative(s) and prospective contractors.

Task 4.2

The Consultant, and its sub consultant, will review and respond to all bidder questions related to the project design and requirements that are received through the proper channels and by the question cut-off deadline.

Task 4.3

The Consultant will issue all required addenda to revise Plans, Specifications and other contract documents prepared by the Consultant and its sub consultant in order to (1) provide clarifications or (2) correct discrepancies.

Task 4.4

The Consultant will attend the bid opening and collect/copy all bids for formal review.

Task 4.5

The Consultant will develop tabulation of all bids received and provide evaluation of checking for correctness, qualifications of apparent low bidder, DBE participation goals, etc., and make recommendations of award based solely on apparent low bidder. The Consultant cannot and does not guarantee that bids will not vary from the Engineer's Opinion of Probable Cost.

Task 4.6

Project Management / FAA / EDA Coordination - The Consultant will administer the project in coordination with Airport staff and the FAA/EDA. The Consultant will assign qualified individuals or subconsultants to the project and complete the efforts within a reasonable and agreeable timeframe.

III. PRESENTATIONS AND/OR MEETINGS

RS&H will prepare for and attend the following meetings:

- 1) Project Pre-design or Kick-off Meeting
- 2) Project 30% Design Review Meetings
- 3) Project 90% Design Review Meetings
- 4) Pre-Bid Conference at the Airport
- 5) Bid Opening at County Transportation Building

IV. DELIVERABLES/SCHEDULE

The Consultant will provide the following deliverables:

- 1) 3 Sets of 30% Plans, Specifications, Opinion of Probable Cost, and Engineer's Report
- 2) 3 Sets of 90% Plans, Specifications, Opinion of Probable Cost, and Engineer's Report
- 3) 3 Sets of 100% (Bid Set) Plans
 - 1 Set of Electronic Drawings on flash drive
 - 1 Set of Electronic Specifications
 - 1 Electronic Opinion of Probable Cost on flash drive
 - 3 Final Sets of Specifications
 - 1 Final Engineer's Report

Preliminary Schedule:

<u>Design and Bidding</u>	<u>Due Date</u>
1. Approve Work Order and issue NTP for Design	04/15/2020
2. Submit 30% Construction Documents	3 Weeks from NTP
3. Submit 90% Construction Documents & CSPP	7 Weeks from NTP
4. Advertise for bids (allow 3-4 weeks from advertise to opening dates)	9 Weeks from NTP
5. Open bids (hold for 90 calendar days)	12 Weeks from NTP
6. Finalize Grand Requests Mn/DOT, FAA/EDA	12 Weeks from NTP
7. Construction Start	Fall 2020



**Cloquet - Carlton County Airport
Multi-Use Hangar Construction
Fee Proposal**

ATTACHMENT "B"

SUMMARY

DESIGN & BIDDING PHASE SERVICES

Task 1: Preliminary Design (30%)	\$50,289	45.72%
Task 2: 90% Design	\$29,349	26.68%
Task 3: 100% (Bid Documents) Design	\$18,460	16.78%
Task 4: Bid Phase Services	\$11,897	10.82%
TOTAL BASIC SERVICES LUMP SUM FEE	\$109,994	100.00%



**Cloquet - Carlton County Airport
Multi-Use Hangar Construction
Fee Proposal**

DESIGN & BIDDING PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	CH.F. ENGINEER	STRUCTURAL ENGINEER	ARCHITECT	DESIGNER	HUMAN / BUILT-OUT	TOTAL	
FEE TYPE (LUMP SUM)									
Task 1: Preliminary Design (30%)									
Task 1.1 Pre-Design Kickoff Meeting		4			3			7	
Task 1.2 Data Collection & Records Review		4			3			7	
Task 1.3 Aesthetic/Schematic Design		4			3			7	
Task 1.4 Field Investigation		4							
Task 1.5 Preliminary Code Investigation									
Task 1.6 Prepare 30% Preliminary Design Documents									
Plans									
Cover Sheet			1					1	
Sheet Index / Summary of Quantities			1					1	
Geometry & Site Access Plan			2					2	
Grading & Drainage Plan			2					2	
Utility Plan			2					2	
Hangar Floor Plan		1			10			11	
Exterior Elevations		1			8			9	
Foundation Plan		1		8	2			11	
Plumbing Plan		1			2				
Power Supply Plan		1							
Outline Technical Specifications		2	2	2	4			10	
Opinion of Probable Construction Cost		2	2	4	4			12	
Task 1.7 Quality Control Review	4	4	2	2	6			18	
Task 1.8 30% Preliminary Design Submittal		4	2	2	4		8	20	
Task 1.9 30% Design Review Meeting		4	2					6	
Task 1.10 Project Management / FAA Coordination	4	8						12	
TOTAL HOURS	8	45	18	18	49	0	8	138	
RATE	\$90.00	\$62.22	\$36.00	\$52.00	\$45.00	\$40.00	\$25.00	\$54.41	
TOTAL DIRECT LABOR \$	\$720	\$2,800	\$648	\$936	\$2,205	\$0	\$200	\$7,509	
OVERHEAD @ 174.86%								\$13,130	
PROFIT @ 15%								\$3,096	
TOTAL BURDENED LABOR @ 3.16%								\$23,735	
OTHER DIRECT COSTS									
SPECIALTY SUBCONSULTANTS									
Mechanical, Electrical, & Code Review Subconsultant	ARI Inc.							\$24,500	
Survey Subconsultant	Straightline Surveying Inc.							\$1,500	
								\$0	
TOTAL SPECIALTY SUBCONSULTANT COST								\$26,000	
PRINTING									
	\$/sheet	#sheets	#sets						
Plans (24x36)	\$2.00	0	0						\$0
Plans (11x17)	\$1.00	20	3						\$60
Reports/Specifications (8.5x11)	\$0.50	150	3						\$225
TOTAL PRINTING COST								\$285	
POSTAGE/DELIVERY									
	\$/package	#packages							
Drawings	\$30.00	1							\$30
Specifications	\$15.00	1							\$15
Other	\$10.00	1							\$10
TOTAL POSTAGE/DELIVERY COST								\$55	
TRAVEL									
	#people	#days	Airfare @	Car @	Lodging @	Per Diem @			
Pre-Design Kickoff Meeting	0	0	\$0	\$65	\$0	\$50	\$0		
Field Investigation	0	0	\$0	\$65	\$0	\$50	\$0		
Design Review Meeting	0	0	\$0	\$65	\$0	\$50	\$0		
TOTAL TRAVEL COST								\$0	
MILEAGE									
	\$/mile	#miles							
	\$0.57	375							\$214
TOTAL OTHER DIRECT COSTS								\$26,554	
Total Proposed Fee for:	Task 1: Preliminary Design (30%)							\$50,289	



DESIGN & BIDDING PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	CIVIL ENGINEER	STRUCTURAL ENGINEER	ARCHITECT	DESIGNER	ADMIN ASSISTANT	TOTAL
Task 2: 90% Design								
Task 2.1 Incorporate 30% Design Review Comments		8	4	4	4			20
Task 2.2 Prepare 90% Civil/Site Design Documents								
Plans								
Cover Sheet			1					1
Sheet Index / Summary of Quantities			1	1	1			3
Safety & Security Notes and Details			1					1
Contract Layout Plan			1					1
Phasing Plan		1	2					3
Geometry & Paving Plan		1	2					3
Grading and Drainage Plan		2	2					4
Utility Plan		2	2					4
Utility Details			2					2
Task 2.3 Prepare 90% Architectural/Structural Design Documents								
Life Safety Plan		1				2		
First Floor Plan						6		
Second Floor Plan						6		
Roof Plan						2		
Exterior Elevations						2		
Wall Sections				1		4		
Door and Window Schedule						2		
Finish Plan						2		
Structural Notes and Details				4				
Foundation Plan				6				
Sections and Details				4				
Task 2.4 Prepare 90% Mechanical/Electrical Design Documents								
Equipment List		1						
Plumbing Plan		1						
HVAC & Ventilation Plan		1						
Lighting Plan		1						
Power and Data Plan		1						
Technical Specifications		2	4	4	4			14
Up-Front Contract Documents		4						4
Opinion of Probable Construction Cost		2	2	2	2			8
Draft Construction Safety Phasing Plan (CSPP)		2	8					10
Task 2.5 Building/Fire Code Review		2						
Task 2.6 Quality Control Review	6	4	2	2	2			16
Task 2.7 90% Design Submittal		8	4				8	20
Task 2.8 90% Design Review Meeting		4	1	1	1			7
Task 2.9 Project Management / FAA Coordination	2	4	1					7
TOTAL HOURS	8	52	40	29	40	0	8	128
RATE	\$90.00	\$62.22	\$38.00	\$52.00	\$45.00	\$40.00	\$25.00	\$69.56
TOTAL DIRECT LABOR \$	\$720	\$3,235	\$1,440	\$1,508	\$1,800	\$0	\$200	\$8,903
OVERHEAD @ 174.86%								\$15,569
PROFIT @ 15.0%								\$3,671
TOTAL BURDENED LABOR @ 3.16								\$28,143
OTHER DIRECT COSTS								
PRINTING								
Plans (24x36)	\$/sheet	#sheets	#sets					\$0.00
Plans (11x17)	\$2.00	0	0					
Reports/Specifications (8.5x11)	\$1.00	80	3					\$270.00
	\$0.50	400	3					\$600.00
TOTAL PRINTING COST								\$870.00
POSTAGE/DELIVERY								
Drawings	\$/package	#packages						\$90
Specifications	\$30.00	3						\$45
Other	\$15.00	3						\$50
TOTAL POSTAGE/DELIVERY COST								\$165
TRAVEL								
Design Review Meeting	#people	#days	Airfare @	Car @	Logging @	PerDiem @		\$0
	0	0	\$0	\$65	\$0	\$50		\$0
TOTAL TRAVEL COST								\$0
MILEAGE								
	\$/mile	#miles						\$171
	\$0.57	300						
TOTAL OTHER DIRECT COSTS								\$1,206
Total Proposed Fee for:								Task 2: 90% Design
								\$29,349



DESIGN & BIDDING PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	CIVIL ENGINEER	STRUCTURAL ENGINEER	ARCHITECT	DESIGNER	OWNER ASSISTANT	TOTAL
Task 3: 100% (Bid Documents) Design								
Task 3.1 Incorporate 90% Design Review Comments		6	4	4	6			20
Task 3.2 Bid Document Coordination		2						
Task 3.3 Prepare 100% Civil/Site Design Documents								
Plans								
Sheet Index / Summary of Quantities			1					1
Phasing Plan			1					1
Geometry & Paving Plan			1					1
Typical Sections			1					1
Grading and Drainage Plan		1	1					2
Utility Plan		1	1					2
Task 3.4 Prepare 100% Architectural/Structural Design Documents								
Life Safety Plan					1			
First Floor Plan		1			4			
Second Floor Plan		1			4			
Rcof Plan					1			
Exterior Elevations					2			
Wall Sections				1	2			
Door and Window Schedule					2			
Finish Plan					2			
Bathroom Plan					1			
Structural Notes and Details				2				
Foundation Plan				4				
Sections and Details				4				
Task 3.5 Prepare 100% Mechanical/Electrical Design Documents								
Plumbing Plan		1						
HVAC & Ventilation Plan		1						
Lighting Plan		1						
Power and Data Plan		1						
Technical Specifications		1	2	2	2			7
Up-Front Contract Documents		2						2
Opinion of Probable Construction Cost		1	1	1	1			4
Final Construction Safety Phasing Plan (CSPP)		1	1					2
Task 3.6 Quality Control Review	4	4	1	2	4			15
Task 3.7 100% (Bid Set) Design Submittal		2	1	1	1		8	13
Task 3.8 Project Management / FAA Coordination	2	2						4
TOTAL HOURS	6	29	16	21	33	0	8	75
RATE	\$90.00	\$62.22	\$36.00	\$52.00	\$45.00	\$40.00	\$25.00	\$75.97
TOTAL DIRECT LABOR \$	\$540	\$1,804	\$576	\$1,092	\$1,485	\$0	\$200	\$5,697
OVERHEAD @ 174.86%								\$9,962
PROFIT @ 15.0%								\$2,349
TOTAL BURDENED LABOR @ 3.16								\$18,009
OTHER DIRECT COSTS								
PRINTING								
Plans (24x36)	\$/sheet	#sheets	#sets					\$0.00
Plans (11x17)	\$2.00	0	0					\$75.00
Reports/Specifications (8.5x11)	\$1.00	25	3					\$150.00
Reports/Specifications (8.5x11)	\$0.50	100	3					\$225.00
TOTAL PRINTING COST								\$225.00
POSTAGE/DELIVERY								
Drawings	\$/package	#packages						\$30
Specifications	\$30.00	1						\$15
Other	\$15.00	1						\$10
TOTAL POSTAGE/DELIVERY COST								\$55
TRAVEL								
Design Review Meeting	#people	#days	Airfare @	Car @	Lodging @	PerDiem @		\$0
Design Review Meeting	0	0	\$0	\$65	\$0	\$50		\$0
TOTAL TRAVEL COST								\$0
MILEAGE								
Mileage	\$/mile	#miles						\$171
Mileage	\$0.57	300						\$171
TOTAL OTHER DIRECT COSTS								\$451
Total Proposed Fee for:								Task 3: 100% (Bid Documents) Design
								\$18,460



DESIGN & BIDDING PHASE SERVICES

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	CIVIL ENGINEER	STRUCTURAL ENGINEER	ARCHITECT	DESIGNER	ADMIN ASSISTANT	TOTAL
Task 4: Bid Phase Services								
Task 4.1 Pre-Bid Meeting		4	1	1	1			7
Task 4.2 Respond to Bidder Questions		8	2	2	6			18
Task 4.3 Issue Addenda		8	3	3	6			20
Task 4.4 Bid Opening		4						4
Task 4.5 Bid Tabulation & Award Recommendation		4						4
Task 4.6 Project Management / FAA Coordination		4	2	2	4		4	16
TOTAL HOURS	0	32	8	8	17	0	4	69
RATE	\$90.00	\$62.22	\$36.00	\$52.00	\$45.00	\$40.00	\$25.00	\$51.59
TOTAL DIRECT LABOR \$	\$0	\$1,991	\$288	\$416	\$765	\$0	\$100	\$3,560
OVERHEAD @	174.86%							\$6,225
PROFIT @	15.0%							\$1,468
TOTAL BURDENED LABOR @	3.16							\$11,253
OTHER DIRECT COSTS								
PRINTING								
	\$/sheet	#sheets	#sets					
Plans (24x36)	\$2.00	0	0					\$0.00
Plans (11x17)	\$1.00	25	3					\$75.00
Reports/Specifications (8.5x11)	\$0.50	200	3					\$300.00
TOTAL PRINTING COST								\$375.00
POSTAGE/DELIVERY								
	\$/package	#packages						
Drawings	\$30.00	1						\$30
Specifications	\$15.00	1						\$15
Other	\$10.00	1						\$10
TOTAL POSTAGE/DELIVERY COST								\$55
TRAVEL								
	#people	#days	Airfare @	Car @	Lodging @	PerDiem @		
Pre-Bid Meeting	0	1	\$0	\$65	\$0	\$50		\$0
Bid Opening	0	1	\$0	\$65	\$0	\$50		\$0
TOTAL TRAVEL COST								\$0
MILEAGE								
	\$/mile	#miles						
	\$0.57	375						\$214
TOTAL OTHER DIRECT COSTS								\$644
Total Proposed Fee for:	Task 4: Bid Phase Services							\$11,897
TOTAL PROPOSED FEE FOR:	DESIGN & BIDDING PHASE SERVICES							\$109,994



ATTACHMENT C

May 13, 2019

Darren Christopher
Minnesota Aviation Leader
RS&H
4525 Airport Approach Road – Suite A
Duluth, MN 55811

Professional Services Proposal Cloquet County Hangar MEP Plans

Darren,

Thank you for taking the time to meet with and discuss the opportunity for Architectural Resources, Inc. (ARI) to assist in the Hangar MEP Plans at Cloquet Airport.

Proposed Scope of Work

ARI proposes the following scope of work for your consideration.

- Provide MEP plans & specifications
- Attend a 30 percent and 90 percent review meeting
- Assist in bidding process

Proposed Fee

ARI proposes to provide the above scope of work for a lump sum fee of \$ 24,500.00 (twenty four thousand five hundred dollars).

ARI's fee includes all expenses related to completion of design and bidding.

Thank you for this opportunity. Please review this proposal and do not hesitate to call with any questions or if you require additional information.

Respectfully submitted,

ARCHITECTURAL RESOURCES, INC.

A handwritten signature in black ink, appearing to read "Scott Sosalla".

Scott Sosalla, Vice President

SS

ARCHITECTURAL RESOURCES INC

704 East Howard Street | Hibbing, MN 55746
Tel: 218.263.6868 | Fax: 218.722.6803

126 East Superior Street | Duluth, MN 55802
Tel: 218.727.8481 | Fax: 218.727.8483

www.arimn.com

ATTACHMENT D

STRAIGHTLINE SURVEYING

Proposal for Surveying Services

June 12, 2019

RS&H
4525 Airport Approach Road
Suite A
Duluth, MN 55811

RE: Survey Proposal – New Hangar
Cloquet, MN

StraightLine Surveying Inc. is pleased to provide you with this proposal to complete surveying services at the Cloquet Airport in Cloquet, Minnesota. We will perform the following services:

- Topo an additional area for a new hangar
 - The area is determined by the client
- Project Management and office computations
 - Scheduling – work with the client and airport authorities
 - Office computations
- Deliverable Product
 - CAD (.dwg) file of survey
 - Points (.csv or .txt) file of points located
 - Any relevant field notes

Assumptions: Pavement surfaces will be located with total station

StraightLine Surveying will provide these services at a LUMP SUM rate of: \$1,500

500 Folz Blvd
PO Box 510
Moose Lake, MN 55767

OFFICE: 218-485-4811
FAX: 218-485-4811
straightlinesurveying.com

ATTACHMENT D

STRAIGHTLINE SURVEYING

The above estimate is based on hours to complete the proposed scope of services. All expenses for mileage and material are also included in the above estimate. If the scope of work included in this proposal differs from what you believe is necessary, please contact me to discuss the scope desired.

The staff anticipated to work on this project will be directed by a Professional Land Surveyor licensed in the State of Minnesota. If you have any questions about this proposal, or need to discuss scheduling, please do not hesitate to call our office. Please sign one (1) proposal and return it to our office. Keep one (1) copy for your records.

Please feel free to call if you have any questions regarding the scope of services or this proposal in general at 218-485-4811.

Thank you again for the opportunity to provide you with this proposal.

StraightLine Surveying, Inc.

Name: Benjamin H Anderson Date: June 12, 2019
StraightLine Surveying

Attachment E

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", "OFFEROR", AND "APPLICANT" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTION

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

Certification - The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification - The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating

the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
- 1) Perform the services within the time specified in this contract or by Owner approved extension;
 - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
- 1) Defaults on its obligations under this Agreement;
 - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any

other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

P

ROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

F-1
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting April 14, 2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Steve VanKekerix
Title of Item for Consideration: 2018 Operation Stonegarden Grant
Presenter: Kelly Lake

Type of Action Requested (check all that apply)

- Info only, no action requested at this time
 Award contract or bid
 Approve by resolution
 Authorize County Board Chair to sign the grant agreement

Fiscal Impact (check all that apply)

- Item included under current budget Yes No NA
Budget adjustment required Yes No NA
Reviewed by Finance Committee Yes No NA

Staffing Impact

- Duties of a County employee(s) may be materially affected Yes No NA
Applicable job description(s) may require revision Yes No NA
Item may change the department's authorized staffing level Yes No NA
Reviewed by Human Resources Yes No NA

Other

- Reviewed by other Committee, Board or Commission Yes No NA
If yes, what was their recommendation _____

Summary

This grant provides reimbursement for equipment and for overtime, fringes, and mileage for extra law enforcement patrol.

Supporting Attachments

- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

F-2
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting April 14, 2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Steve VanKekerix
Title of Item for Consideration: 2020 State of Minnesota Federal Supplemental Boating Safety Patrol Grant Agreement
Presenter: Kelly Lake

Type of Action Requested (check all that apply)

- Info only, no action requested at this time
 Award contract or bid
 Approve by resolution
 Authorize County Board Chair to sign the grant agreement

Fiscal Impact (check all that apply)

- Item included under current budget Yes No NA
Budget adjustment required Yes No NA
Reviewed by Finance Committee Yes No NA

Staffing Impact

- Duties of a County employee(s) may be materially affected Yes No NA
Applicable job description(s) may require revision Yes No NA
Item may change the department's authorized staffing level Yes No NA
Reviewed by Human Resources Yes No NA

Other

- Reviewed by other Committee, Board or Commission Yes No NA
If yes, what was their recommendation _____

Summary

This is a supplemental grant to provide reimbursement for overtime costs associated with extra boat and water safety patrol.

Supporting Attachments

- Grant Agreement

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated



DEPARTMENT OF NATURAL RESOURCES

2020 STATE OF MINNESOTA FEDERAL SUPPLEMENTAL BOATING SAFETY PATROL GRANT AGREEMENT

ENCUMBRANCE WORKSHEET

Contract #: *173251*

PO #: *3-167322*

State Accounting Information

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2020	Source Type REIMB	Vendor Number 0000197281-001
Total Amount \$4,500	Project ID R29G70CGFFY18	Billing Location R297000221	DUNS 785496373	

Accounting Distribution

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Activity A4CG002
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Grant Begin Date May 8, 2020	Grant End Date September 7, 2020
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Grantee Name and Address:

Carlton County Sheriff's Office
PO Box 530
Carlton, MN 55718

Payment Address: (where DNR sends the check)

Carlton Co. Treasurer
PO Box 160
Carlton, MN 55718

**2020 STATE OF MINNESOTA
FEDERAL SUPPLEMENTAL BOATING SAFETY PATROL
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Carlton County Sheriff's Office, PO Box 530, Carlton, MN 55718 (DUNS 785496373) ("Grantee"). The payment address for this grant agreement is Carlton Co. Treasurer, PO Box 160, Carlton, MN 55718.

Recitals

1. Under the U.S. Coast Guard, Department of Homeland Security (FAIN 3319FAS190127, Effective 10/01/18-01/28/22) – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (CFDA number 97.012) in U.S.C. 13101-13110 and Minnesota Statute § 84.085, Subdivision 1(c) the State is empowered to enter into this grant. This is a non-research grant agreement.
2. This grant will be used to cover the cost of additional boating safety patrol of lakes and rivers in the county.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statute § 16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1 Term of Grant Agreement

- 1.1 **Effective date:** May 8, 2020 or the date the State obtains all required signatures under Minnesota Statutes § 16B.98, Subdivision 5, whichever is later. Reimbursements will only be made for expenditures made according to the terms of this grant agreement.
- 1.2 **Expiration date:** September 7, 2020. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

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

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

3 Time

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

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to ~~Four thousand five hundred dollars (\$4,500).~~
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement: will not exceed ~~Four thousand five hundred dollars (\$4,500).~~

4.2 **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices may be submitted at the end of the grant period or as often as monthly. Each invoice shall be accompanied by log sheets or activity sheets as described in Exhibit A. The final invoice and required narrative report must be submitted to the State not later than October 7, 2020, unless an extension is granted in writing from the State.
- (b) **Federal funds.** Payments under this grant agreement will be made from federal funds obtained by the State through the ~~U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (CFDA number 97.012) in U.S.C. 13101-13110,~~ Exhibit "B" is attached and incorporated into this grant agreement. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

- 4.3 Contracting and Bidding Requirements per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property:
- (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
 - (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
 - (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 Conditions of Payment

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

6 Authorized Representative

The State's Authorized Representative is Rodmen Smith, Director, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5361, rodmen.smith@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Kelly Lake, Carlton County Sheriff's Office, PO Box 530, Carlton, MN 55718, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Agreement Complete

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

8 Liability

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

- 9 **Audits (State and Single)**
Under Minn. Stat. §16B.98, subd. 8 and 2 CFR 201.331, the Grantee books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.
- All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.
- 10 **Government Data Practices and Intellectual Property**
10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute § 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.
- If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.
- 11 **Workers' Compensation**
The Grantee certifies that it is in compliance with Minnesota Statute § 176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.
- 12 **Publicity and Endorsement**
12.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant agreement.
12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.
- 13 **Governing Law, Jurisdiction, and Venue**
Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14 **Termination**
14.1 **Termination by the State.** The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:
a) It does not obtain funding from the Minnesota Legislature
b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15 **Data Disclosure**
Under Minnesota Statute § 270C.65, Subdivision 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could

result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 American Disabilities Act

The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design.

17 Invasive Species Prevention

WORK SITES WITH KNOWN AQUATIC INVASIVE SPECIES INFESTATIONS

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Operational Order 113 is incorporated into this grant agreement by reference and may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/vporder_113.pdf. Duties are listed in Op Order 113 under Sections II and III (p. 5-8).

The grantee shall be responsible for becoming familiar with the location of any known infestations of aquatic pests. The DNR Infested Waters list is found at <https://www.dnr.state.mn.us/invasives/eis/infested.html>. The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

The grantee shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for (ex. zebra mussels) invasive species prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated. The grantee shall use the following inspection and removal procedures for decontamination prior to entering and when leaving the water body:

- a. Prior to leaving the waterbody, drain all water from equipment, boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments and any other areas where water may be trapped or contained. Immediately after leaving the water body, drain water from transom wells onto dry land.
- b. Inspect boat hulls, propellers, trailers and other surfaces, scrape off any attached mussels, remove any aquatic plant material (fragments, stems, leaves, or roots) and dispose of removed mussels and plants in a garbage can prior to transporting any equipment on public roads.
- c. Flush boats (inside and outside) and all other equipment with hot water of 105 - 110 degrees F for a period of 30 minutes or 140 degrees F for a period of 5 minutes; or, instead of flushing equipment, leave the equipment in a location so that it dries completely for a minimum of at least 5 consecutive full days. A car wash can be used for cleaning.
- d. If equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Grant Administrator or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.
- e. Before reuse, aquatic equipment used in invertebrate infested waters shall be dried, rinsed with hot water or power washed to remove invertebrates. Aquatic equipment used in pathogen infested water(s) shall be disinfected, according to Appendix A, immediately after exiting water.

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

- 18.1 The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 18.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

19 Whistleblower Protection Rights

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: 

Date: 2/27/20

SWIFT Contract # 173251

Purchase Order # 3-162322

2. GRANTEE

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

By: _____

Title: County Sheriff

Date: _____

By: _____

Title: Chairperson of County Board

Date: _____

By: _____

Title: County Auditor or Administrator

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Attachments: Exhibits "A" & "B"

Distribution:

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

**2020 FEDERAL BOATING ENFORCEMENT
SUPPLEMENTAL AGREEMENT
(CFDA #97.012)**

1. The purpose of this program is to provide supplementary funding to the County to provide for additional boating safety patrol hours during high-use periods through the payment of straight time, overtime, or the addition of enforcement personnel on a temporary basis. Other activities such as rental boat inspections, training, extended search and rescue operations, aids-to-navigation work, aquatic invasive species (AIS) enforcement or inspections, talks and displays do not qualify for reimbursement under this program. Incidental on-scene accident investigation, assistance to the public and immediate search and rescue operations by personnel assigned to this program are authorized.
2. The program shall begin on Friday, May 8, 2020 or the date the State obtains all required signatures, whichever is later, and end at midnight, Monday, September 7, 2020. Grant return deadline is Wednesday, June 3, 2020 unless an extension is requested by the grantee in writing and the extension is approved in writing from the state.
3. Reimbursable hours and days of operation shall occur during the following days and hours:

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

All other expenses, such as fuel, training, repairs, boats, meals etc. must be paid by the county (use of the regular 2020 state boat and water safety grant funds for these other expenses is an allowable cost). The county will be responsible for any unemployment or worker's compensation costs associated with the program.
6. Each participating county, with the last payment request, will submit a written review of the program. Final payment will not be made without this narrative, which shall include a summary of the county's activities, accomplishments and suggested changes for future funding.
7. **Deadline for the final invoice and narrative is Wednesday, October 7, 2020. Any invoice submitted after that date will not be reimbursed, unless an extension is requested by the grantee in writing and the extension is approved in writing from the State.**
8. Hours from this program will be excluded in determining the regular 2022 county grant allocation.
9. These funds are not designed to take the place of existing funding, but rather to supplement it. A copy of the 2020 county supplemental patrol work plan must be submitted to the State for approval before the grant may be processed.

2020 FEDERAL ASSURANCES NON-CONSTRUCTION PROGRAMS

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

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

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

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

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

Conflict of Interest Disclosure

Conflict of Interest:

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

Actual Conflict of Interest:

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

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

Potential Conflict of Interest:

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

Perceived Conflict of Interest:

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

Organizational Conflict of Interest:

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

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

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

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

I also certify that I have read and understand the description of conflict of interest above and as of this date

(Check one of the two boxes below):

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

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

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

Grantee AR's Printed Name: _____ Date: _____

Grantee AR's Signature: _____

Organization Name: _____

Project Name: 2020 MN DNR Federal Boating Patrol Grant

State AR's Printed Name: _____ Date: _____

State AR's Signature: _____

Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

F-3
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting April 14, 2020

Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer

From: Sheriff Kelly Lake

Title of Item for Consideration: Request approval for out of state travel for training/certification

Presenter: Sheriff Kelly Lake

Type of Action Requested (check all that apply)

Info only, no action requested at this time

Award contract or bid

Approve by resolution

Fiscal Impact (check all that apply)

Item included under current budget Yes No NA

Budget adjustment required Yes No NA

Reviewed by Finance Committee Yes No NA

Staffing Impact

Duties of a County employee(s) may be materially affected Yes No NA

Applicable job description(s) may require revision Yes No NA

Item may change the department's authorized staffing level Yes No NA

Reviewed by Human Resources Yes No NA

Other

Reviewed by other Committee, Board or Commission Yes No NA

If yes, what was their recommendation

Summary

Requesting out of state travel approval for K-9 Deputy Tory Cawcutt. The United States Police Canine Region 18 Patrol Dog 1 Field Trials are being held in Ashland, Wisconsin June 7-9, 2020. This is a required certification for K-9 Roman and Deputy Cawcutt. I am requesting approval for travel expense reimbursement June 6-9th, 2020. The cost of travel, meals, lodging, and \$120.00 registration fee is in my current budget.

Supporting Attachments

copy of registration

Motion By _____ Seconded By _____

TO:

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated



USPCA Region 18

United States Police Canine Association

- Home
- About ▾
- Certification
- Membership ▾
- Events
- Account

2020 Region 18 PDI Field Trials

	Price	Qty
<p>Handler & K-9 show details +</p>	<p>\$120.00 (USD)</p>	<p><input type="text" value="1"/></p>
<p>Register Now</p>		

Region 18 PDI Field Trials

June 7, 2020 - June 9, 2020

8:00 am - 5:00 pm

Region 18 PD1 Trail June 7-9, 2020

Cost \$120.00 paid online via Paypal only.

Host Hotel:

Americinn Ashland
 3009 Lake Shore Dr. East
 Ashland, WI 554806
 715-682-9950

3601 Lake Shore Dr E, Ashland WI 54806 (715)682-8865

Ashland Area Veterinary Clinic

2700 Farm Rd, Ashland WI 54806 (715) 682-4199

← Narcotic Detector Trial (03/20/20 – 03/21/20)

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Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

F-4
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting April 14, 2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Sheriff Kelly Lake
Title of Item for Consideration: Approval to refill position within Sheriff's Office due to retirement
Presenter: Sheriff Kelly Lake

Type of Action Requested (check all that apply)

- Info only, no action requested at this time
- Award contract or bid
- Approve by resolution
-

Fiscal Impact (check all that apply)

- Item included under current budget Yes No NA
- Budget adjustment required Yes No NA
- Reviewed by Finance Committee Yes No NA

Staffing Impact

- Duties of a County employee(s) may be materially affected Yes No NA
- Applicable job description(s) may require revision Yes No NA
- Item may change the department's authorized staffing level Yes No NA
- Reviewed by Human Resources Yes No NA

Other

- Reviewed by other Committee, Board or Commission Yes No NA
- If yes, what was their recommendation _____

Summary

Received resignation/notice of retirement letter from staff in the Sheriff's Office. Position is lead records clerk. The last day of employment is May 29, 2020.
I am seeking approval to fill this position, as well as backfill if the position is ultimately filled internally.

Supporting Attachments

-
-

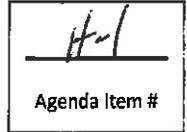
Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet



To: Chairperson, Carlton County Board of Commissioners Meeting Date: April 13, 2020

Via: Kathy Kortuem, Acting County Auditor/Treasurer

From: Dennis Genereau, Jr

Title of Item for Consideration: Discussion of Status of Closure of County Buildings and Departmental Operations

Presenter: Dennis Genereau, Jr.

Type of Action Requested (check all that apply)

Info only, no action requested at this time

Award contract or bid

Approve by resolution

Fiscal Impact (check all that apply)

Item included under current budget Yes No NA

Budget adjustment required Yes No NA

Reviewed by Finance Committee Yes No NA

Staffing Impact

Duties of a County employee(s) may be materially affected Yes No NA

Applicable job description(s) may require revision Yes No NA

Item may change the department's authorized staffing level Yes No NA

Reviewed by Human Resources Yes No NA

Other

Reviewed by other Committee, Board or Commission Yes No NA

If yes, what was their recommendation _____

Summary: Due to the COVID-19 virus, the Board took action on March 23rd to limit access to all county buildings. Governor Tim Walz issued a shelter in place order covering the period of Friday, March 27, at 11:59 through midnight on April 10th. That order has been extend through May 4, 2020. I am asking on behalf of all county departments for direction from the Board as to what county operations should look like between the Board meeting on April 14th and May 4, 2020, in light of the new order.

Supporting Attachments

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

H-2
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 4/14/2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Kathryn Kortuem
Title of Item for Consideration: Accept January 2020 Expenditure Listing
Presenter: Kathryn Kortuem

Type of Action Requested (check all that apply)

- Info only, no action requested at this time
- Award contract or bid
- Approve by resolution
-

Fiscal Impact (check all that apply)

- Item included under current budget Yes No NA
- Budget adjustment required Yes No NA
- Reviewed by Finance Committee Yes No NA

Staffing Impact

- Duties of a County employee(s) may be materially affected Yes No NA
- Applicable job description(s) may require revision Yes No NA
- Item may change the department's authorized staffing level Yes No NA
- Reviewed by Human Resources Yes No NA

Other

- Reviewed by other Committee, Board or Commission Yes No NA
- If yes, what was their recommendation _____

Summary

Expenditure listing for January 2020 = \$8,418,049.68

Supporting Attachments

- _____
- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

CARLTON COUNTY
Expenditures for the Month of January 2020

Board Bills	\$6,036,766.03	Motion made by:
Payroll	2,381,283.65	
Other	0.00	Motion seconded by:
Total	\$8,418,049.68	

Expenditures by Fund

Fund 1 Revenue	\$1,559,267.68
Fund 10 Road and Bridge	2,305,989.98
Fund 11 Public Health & Human Services	2,465,650.74
Fund 30 Cap Outlay Barnum Garage Project	112,823.98
Fund 32 2016 Refi 2010A/B CSC CIP	374,350.00
Fund 40 2012 Refi '03 Hwy Bldg & '06 Road	553,992.50
Fund 70 Current Taxes	0.00
Fund 71 Motor Vehicle	435,965.72
Fund 72 Delinquent Taxes	0.00
Fund 73 State Fund	113,125.63
Fund 74 Forfeited Tax	39,586.57
Fund 75 Economic Development (IRRRB)	102,072.39
Fund 76 Refunding Fund	0.00
Fund 77 HS Agency Fund LCTS	355.25
Fund 78 Schools	189,716.83
Fund 79 Towns and Cities	165,152.41
Fund 80 ISTS Loan Program	0.00
Total	\$8,418,049.68

Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

H-3
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: April 13, 2020

Via: Kathy Kortuem, Acting County Auditor/Treasurer

From: Dennis Genereau, Jr

Title of Item for Consideration: Consideration a Limited Hiring Freeze

Presenter: Dennis Genereau, Jr.

Type of Action Requested (check all that apply)

Info only, no action requested at this time

Award contract or bid

Approve by resolution

Fiscal Impact (check all that apply)

Item included under current budget Yes No NA

Budget adjustment required Yes No NA

Reviewed by Finance Committee Yes No NA

Staffing Impact

Duties of a County employee(s) may be materially affected Yes No NA

Applicable job description(s) may require revision Yes No NA

Item may change the department's authorized staffing level Yes No NA

Reviewed by Human Resources Yes No NA

Other

Reviewed by other Committee, Board or Commission Yes No NA

If yes, what was their recommendation _____

Summary: In light of the unknown and possibly negative financial impacts of the Coronavirus, including the impact that it could have on county services in the future, the Human Resources Office is requesting that the Board give consideration to a limited hiring freeze on a case by case basis. It is proposed that the department head seeking to fill a vacated position will be required to review that request with the two commissioners assigned to the Finance Committee, the HR Director or HR Manager, and the Auditor/Treasurer or her designee, prior to any requests to refill a position are brought to the County Board for approval. It is also requested that consideration be given for applying this process to any "domino effect" vacancies. The department heads will not lose their ability to bring requests to refill a position to the Board; however, it is possible that they will do so without the support or against the recommendation of the team reviewing the request.

Supporting Attachments

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Adopted December 8, 2015

Revised November 28, 2016

Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

H-4
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: April 13, 2020

Via: Kathy Kortuem, Acting County Auditor/Treasurer

From: Dennis Genereau, Jr

Title of Item for Consideration: Discussion of New FFCRAS law and Possible Exclusions

Presenter: Dennis Genereau, Jr.

Type of Action Requested (check all that apply)

Info only, no action requested at this time

Award contract or bid

Approve by resolution

Fiscal Impact (check all that apply)

Item included under current budget Yes No NA

Budget adjustment required Yes No NA

Reviewed by Finance Committee Yes No NA

Staffing Impact

Duties of a County employee(s) may be materially affected Yes No NA

Applicable job description(s) may require revision Yes No NA

Item may change the department's authorized staffing level Yes No NA

Reviewed by Human Resources Yes No NA

Other

Reviewed by other Committee, Board or Commission Yes No NA

If yes, what was their recommendation _____

Summary: Due to the COVID-19 virus, the Federal Government passed the Family's First Coronavirus Response Act (FFCRA), which took effect April 1, 2020. That Act includes language that allows local government units to exclude certain positions. The Human Resources Department is asking that the Board consider excluding the positions included in the Act, while authorizing that department to review any FFCRA requests on a case by case basis.

Supporting Attachments

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet



To: Chairperson, Carlton County Board of Commissioners Meeting Date: April 13, 2020

Via: Kathy Kortuem, Acting County Auditor/Treasurer

From: Dennis Genereau, Jr

Title of Item for Consideration: Request for Authorization of Grade Change to the Position of Account Clerk - Zoning

Presenter: Dennis Genereau, Jr.

Type of Action Requested (check all that apply)

Info only, no action requested at this time

Award contract or bid

Approve by resolution

Fiscal Impact (check all that apply)

Item included under current budget Yes No NA

Budget adjustment required Yes No NA

Reviewed by Finance Committee Yes No NA

Staffing Impact

Duties of a County employee(s) may be materially affected Yes No NA

Applicable job description(s) may require revision Yes No NA

Item may change the department's authorized staffing level Yes No NA

Reviewed by Human Resources Yes No NA

Other

Reviewed by other Committee, Board or Commission Yes No NA

If yes, what was their recommendation The Finance Committee does not oppose the recommendation.

Summary: The Human Resources Department reviewed the job description for the position of Account Clerk – Zoning, in conjunction with Keystone Consultants and determined that duties had changed due to ongoing organizational changes within the department. As such the position's grade moved from a 130 to a 140. It is the recommendation of the HR Office that the position title be amended from Account Clerk – Zoning to Senior Account Clerk – Zoning.

Supporting Attachments

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated