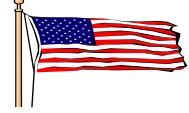


# Kanabec County Board of Commissioners

## Regular Meeting Agenda July 21, 2020



- The Meeting Will be In-Person and Via WebEx (video / phone conference)
- The public may join the meeting via WebEx or in person at the meeting room.
- If joining the meeting in person, the total number of persons (including commissioners) will be limited and social distancing/safety protocol will be in effect.

### To be held via WebEx telephone call or video meeting:

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

Access Code: 146 496 4494

Video Meeting link: <https://kanabecounty.webex.com/kanabecounty/j.php?MTID=m3b87d09b4d2a0cd1c34386898f24a007>

Meeting number: 146 496 4494

Password: VQwxKT3s5F5

**To be held at:** Kanabec County Courthouse  
Basement Meeting Rooms #3 & 4  
18 North Vine St, Mora, MN 55051

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

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

9:00am a. Call the Meeting to Order

b. Pledge of Allegiance

c. Agenda approval

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

### Family Services Board

9:30am Charlie Strickland Jr. Vice Chair Health & Human Services Advisory Committee - 2018 Board Resolution and Minnesota

10:00am Erica Bliss, VSO- a. MDVA Annual Grant Statute 402.03 compliance

b. Schedule request

10:05am Tina Von Eschen, Assessor

a. Abatement for Knife Lake Parcel 10.00450.00

b. MCIS Membership

c. Eagleview (aerial flight) Contract

d. CBEA Meeting follow-up: Hoffman

e. Welia Health property taxation follow-up

**10:30am Public Comment** Call-in number for Public Comment 1-408-418-9388 Access Code: 146 496 4494

10:45am Robbie Anderson, Deputy Auditor, Property & Tax – On-line land sale demonstration

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

1. Minutes
2. Paid Bills
3. Regular Bills
4. Gambling request- date change and location for the Knife Lake Sportmen's Club Raffle
5. Restorative Justice Program
6. CMEMS Joint Powers Agreement (Revised)
7. Coordinator's Report
8. CLOSED SESSION: ATTORNEY CLIENT PRIVILEGE (This portion of the meeting may be closed pursuant to Minnesota Statute §13D.05 Subd. 3.(b))
9. Future Agenda Items
10. Discuss any other matters that may come before the County Board

ADJOURN

## **Kanabec County Family Services**

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

### **Kanabec County Family Services Board**

#### **Agenda**

**July 21, 2020**

**9:05 a.m.**

- 1. Agenda Approval** **Pg. 1**
- 2. Presentation: Tim Dahlberg, Financial/Child Support Supervisor: Cost Effective Health Insurance: See attached description** **Pg. 2**
- 3. Director's Report** **Pg. 3**
  - Staffing –**
  - Case Works Server**
    - Action requested**
    - See attached resolution** **Pg. 4**
  - Ongoing Number of Children in Placement**
- 4. Welfare Fund Report** **Pg. 5**
  - See attached report**
- 5. Financial Report** **Pg. 6-7**
  - See attached report**
- 6. Abstract Approval** **Pg. 8-12**
  - See attached abstract and board vendor paid list**
- 7. Other Business**
- 8. Adjourn**

## **Cost-Effective Health Insurance (CEHI) Reimbursement**

### **What is it?**

CEHI Reimbursements are payments that are made to eligible MA members as long as they remain active on a CEHI plan which is generally through their employer.

### **Who is Eligible?**

To be eligible, the following baseline criteria need to be met:

- 1) Eligible for Medical Assistance
- 2) Active or has access to insurance that has been determined Cost Effective
- 3) Provide proof they have paid insurance premiums prior to each reimbursement

### **What insurance is cost-effective?**

When we determine cost effectiveness, we are comparing the cost of the insurance to the MA recipient in relation to the state's cost of capitation payments. What are capitation payments? Under the MA program, the state pays managed care organizations a capitation payment when MA members are enrolled. It helps to essentially think of capitation payments as a monthly insurance coverage payment. It's what the state is paying the managed care organization to take on the risk of paying for an MA recipient's services. When someone is active on a managed care plan, the state is no longer paying for their care on a fee-for-service basis.

We compare the insurance's monthly cost to the monthly cost of capitation. The monthly capitation for a 21-49 year old is \$833.22. If an MA recipient is active on an employer insurance that costs \$250.00/month, it is likely we determine that person eligible for CEHI reimbursement. In this particular instance, the individual has MA as a secondary insurance. It will pick up what the employer won't pay.

### **Why does the state do this?**

Reimbursing an MA recipient for what they pay for CEHI can greatly reduce what the state pays for on that person. Someone with CEHI is excluded from managed care, preventing a capitation payment. In our example mentioned previously, the state would effectively be paying \$250/month rather than \$833.00.

### **How are county funds impacted?**

The county of financial responsibility for an MA recipient (generally the county where the client resides) is responsible for processing CEHI reimbursements. We issue these payments, but we submit them to the state for 100% reimbursement.

## **Family Service Director's Report**

July, 2020

**Staffing** – nothing to report

### **Change from New Case Works Server to Clay County Host**

The agency would like to exchange funds budgeted in 2020 for a new server and program for Case Works, to a Clay County hosted model of the system within the budgeted amount.

The cost of having Clay County host the system would be approximately \$4,000 per year.

We would be able to budget additional costs into the planned budget for 2021 and ongoing and not be forced to buy a server at \$30,000 every 4 or 5 years. We would not need to upgrade software to new versions of the program as support for versions change. We would reduce work load on our IS department for problem solving and backing up the files. We would gain the ability to electronically send and receive files to save on staff time. We would acquire the MNsure program add on and not have to pay the moving cost to set up the program on the new server. Over time there would be a savings in maintaining this program.

-Action Requested

-See attached resolution

### **Ongoing Update on Number of Children in Placement**

Last month we had 17 children in our care in out of home placements. We still have 13 children in care this month compared to 20 last year for the same month.



**Resolution #      FS 7/21/20**  
Case Works Server resolution

**WHEREAS**, Family Services is in need of upgrading the Case Works server and software in order to continue to receive support and utilize the items they now operate, and

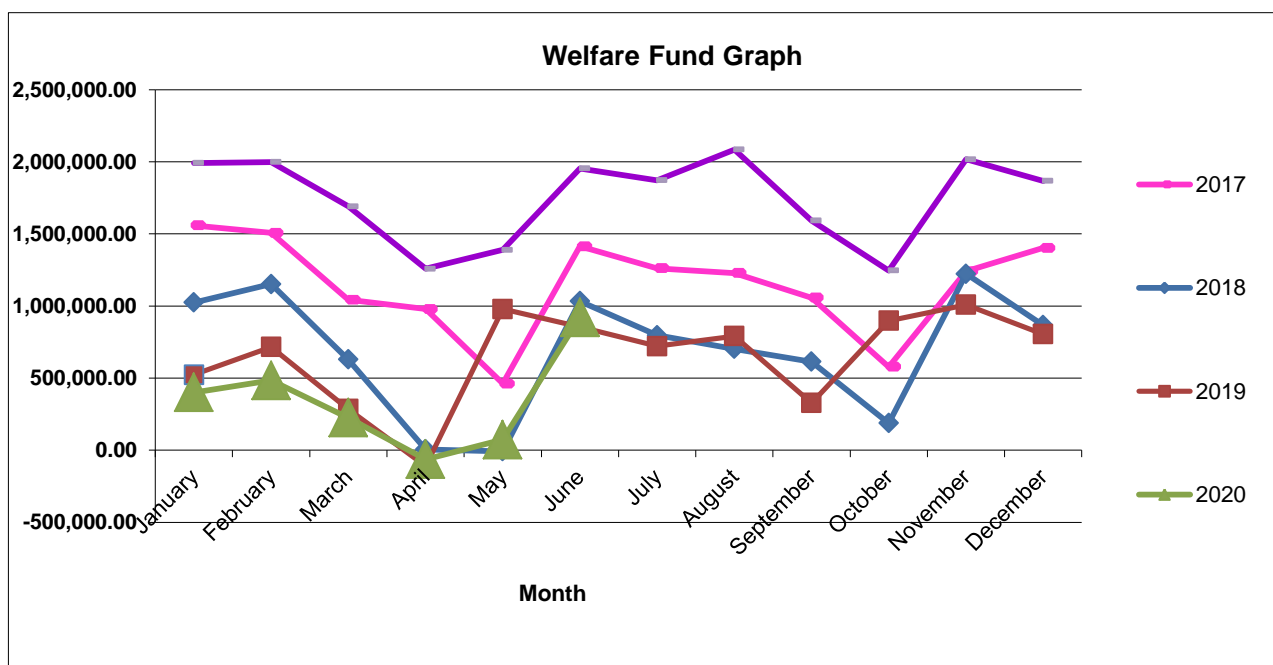
**WHEREAS**, Kanabec County Family Services has been offered an alternative to purchasing a new server and software, and

**WHEREAS**, Clay County is willing and able to host their Case Works server for Kanabec County's use which in the long term would save the County money while enabling the added value of staff being able to send files electronically and the use of the MNsure add on.

**THEREFORE**, the Human Services Director is recommending that Kanabec County Family Services contract with Clay County for use of their Case Works server rather than upgrading their own and purchasing new software.

**THEREFORE BE IT RESOLVED** the Kanabec County Family Services Board approves the Human Service Director contracting with Clay County and Next Chapter Technology for the provision of the Case Works system with the County Attorney's approval of the contract language.

	2016	2017	2018	2019	2020
January	1,992,235.26	1,559,203.05	1,024,705.97	523,556.70	401,131.39
February	1,999,233.38	1,507,019.98	1,151,821.98	715,738.74	483,781.08
March	1,691,401.17	1,044,116.93	629,190.77	285,341.21	225,078.17
April	1,258,562.89	979,174.37	5,607.36	-109,902.43	-63,141.11
May	1,389,995.78	461,452.14	-7,853.46	979,247.26	73,382.15
June	1,954,116.59	1,413,892.29	1,032,778.15	855,820.47	920,867.09
July	1,872,392.93	1,262,151.35	796,820.09	721,467.48	
August	2,084,847.14	1,228,621.03	703,093.77	791,435.79	
September	1,592,681.58	1,058,187.52	613,301.63	326,963.03	
October	1,245,922.17	577,905.27	187,807.92	897,606.65	
November	2,017,277.21	1,241,274.27	1,222,983.64	1,008,939.34	
December	1,867,489.75	1,402,699.93	867,114.62	804,618.63	
Totals	20,966,155.85	13,735,698.13	8,227,372.44	7,800,832.87	2,041,098.77
Averages	1,747,179.65	1,144,641.51	685,614.37	650,069.41	224,046.34
6 month Avg.	1,780,101.80	1,128,473.23	731,853.61	758,505.15	224,046.34
Rolling 12 month Avg	1,747,179.65	1,144,641.51	685,614.37	650,069.41	515,569.33



Kanabec County Family Services - Board Financial Report							Through June 2020		
	Total year to date/			8.33%	16.67%	25.00%	33.33%	41.67%	50.00%
Department	Budget	% of budget	Total	January	February	March	April	May	June
Income Main. Service									
Exp	678,361.00	49.93%	338,694.89	89,896.92	49,122.48	48,665.01	52,559.30	49,299.20	49,151.98
Rev	385,517.00	40.52%	156,198.75	9,718.42	53,347.24	9,474.18	9,801.42	62,709.27	11,148.22
Tax	286,164.00	50.18%	143,590.55	4,066.08					139,524.47
State Shared Rev			0.00						
Recoveries									
Exp	19,100.00	41.80%	7,984.12	5,464.15	968.70	0.00	1,551.27	0.00	0.00
Rev	19,100.00	74.43%	14,215.80	1,865.65	2,550.79	4,568.04	2,062.74	1,608.38	1,560.20
Tax	24,470.00	50.18%	12,278.52	347.69					11,930.83
State Shared Rev			0.00						
Burials									
Exp	25,000.00	50.29%	12,571.50	1,749.82	0.00	0.00	0.00	1,838.50	8,983.18
Rev			0.00						
Tax			0.00						
Child Support									
Exp	365,059.00	49.11%	179,265.12	49,635.68	26,931.66	24,619.05	26,343.26	26,101.63	25,633.84
Rev	412,000.00	43.14%	177,733.46	32,039.05	35,019.41	17,860.35	18,015.79	58,202.02	16,596.84
Tax									
MA Services									
Exp	481,900.00	35.76%	172,330.79	36,097.18	23,224.65	23,885.59	36,589.54	33,119.81	19,414.02
Rev	418,000.00	43.27%	180,855.59	19,714.22	26,547.78	52,099.81	27,349.24	32,875.87	22,268.67
Tax	62,534.00	50.18%	31,378.46	888.55					30,489.91
State Shared Rev			0.00						
Child Care									
Exp	245,206.00	20.35%	49,907.89	99.00	6,091.86	99.00	13,445.86	10,386.89	19,785.28
Rev	244,025.00	54.18%	132,202.96		103,623.00	1,028.00	610.00	682.96	26,259.00
Tax	1,133.00	50.17%	568.45	16.10					552.35
State Shared Rev			0.00						
Fraud									
Exp	72,850.00	49.14%	35,801.47	7,755.07	5,485.23	5,977.98	5,905.60	5,410.17	5,267.42
Rev			0.00						
Tax	71,144.00	50.18%	35,698.68	1,010.89					34,687.79
State Shared Rev			0.00						
Adult Services									
Exp	2,500.00	23.09%	577.20	127.65	183.15	49.95	77.70	38.85	99.90
Rev	3,280.00	2.48%	81.49	0.00	23.84	0.00	34.59	11.53	11.53
Tax									
Dev. Disability									
Exp	91,389.00	35.13%	32,106.86	5,924.95	6,981.37	6,403.47	4,515.08	4,133.61	4,148.38
Rev	68,790.00	42.85%	29,479.00	0.00	15,564.00	0.00	0.00	13,915.00	0.00
Tax	21,978.00	50.18%	11,027.93	312.28					10,715.65
State Shared Rev			0.00						
Mental Health									
Exp	1,205,626.00	47.03%	567,064.08	110,948.23	88,805.55	103,823.55	94,434.79	84,620.21	84,431.75
Rev	665,494.00	55.67%	370,454.85	50,439.44	50,052.56	17,693.78	36,244.19	178,959.39	37,065.49
Tax	527,693.00	50.18%	264,784.15	7,497.94					257,286.21
State Shared Rev			0.00						
Health Innovation Grant									
Exp	78,272.00	40.09%	31,382.07	8,261.46	5,826.28	5,826.51	6,883.99	4,583.83	0.00
Rev	78,272.00	46.19%	36,150.85	5,825.19	8,261.46	5,825.55	0.00	12,711.23	3,527.42
Tax									
Chemical Dependency									
Exp	52,000.00	143.86%	74,806.69	25,500.40	558.60	0.00	2,940.00	33,966.84	11,840.85

Rev	58,000.00	36.08%	20,923.55	2,257.33	9,341.95	947.78	0.00	8,376.49	0.00
Tax									
Child Services									
Exp	573,675.00	35.47%	203,468.47	21,241.76	34,256.76	45,386.20	25,513.15	26,508.10	50,562.50
Rev	268,212.00	41.90%	112,368.07	8,398.69	35,367.73	11,118.18	23,763.36	23,624.56	10,095.55
Tax	298,399.00	50.18%	149,729.80	4,239.92					145,489.88
State Shared Rev			0.00						
Social Services									
Exp	1,236,792.00	49.60%	613,432.22	128,849.78	95,332.51	98,281.34	107,342.25	93,042.62	90,583.72
Rev	1,035,569.00	45.28%	468,876.69	34,832.74	120,203.42	55,113.41	45,608.06	146,575.94	66,543.12
Tax	196,214.00	50.18%	98,455.59	2,787.98					95,667.61
State Shared Rev			0.00						
Income Main. Admin									
Exp	83,880.00	47.99%	40,251.43	9,343.86	6,229.40	6,118.30	6,409.91	6,104.05	6,045.91
Rev	52,372.00	42.57%	22,292.21	1,185.90	8,020.85	1,115.82	1,279.14	9,551.52	1,138.98
Tax	30,814.00	50.18%	15,461.85	437.84					15,024.01
State Shared Rev			0.00						
cial Services Admin.									
Exp	299,604.00	47.46%	142,204.75	31,020.27	22,961.43	21,348.69	22,242.62	23,182.71	21,449.03
Rev	65,000.00	43.12%	28,026.00	0.00	12,721.00	0.00	0.00	15,305.00	0.00
Tax	229,294.00	50.18%	115,054.34	3,258.01					111,796.33
State Shared Rev			0.00						
FS Admin									
Exp	676,653.00	48.18%	326,043.17	73,657.18	44,903.62	48,573.17	49,882.93	49,539.09	59,487.18
Rev	148,488.00	38.64%	57,381.32	3,615.68	19,867.91	3,510.00	3,649.44	23,290.21	3,448.08
Tax	515,911.00	50.18%	258,872.27	7,330.53					251,541.74
State Shared Rev			0.00						
Agency Totals									
Exp	6,187,867.00	45.70%	2,827,892.72	605,573.36	417,863.25	439,057.81	456,637.25	451,876.11	456,884.94
Rev	3,922,119.00	46.08%	1,807,240.59	169,892.31	500,512.94	180,354.90	168,417.97	588,399.37	199,663.1
Tax	2,265,748.00	50.18%	1,136,900.59	32,193.81	0.00	0.00	0.00	0.00	1,104,706.78
State Shared Rev			0.00						
Total Revenue	6,187,867.00	47.58%	2,944,141.18	202,086.12	500,512.94	180,354.90	168,417.97	588,399.37	1,304,369.88

# Board Approval Report

SSIS pymt. batch #: 108322514

Paid Cnty Vendor				Total Payments	Total Amount
Bartel/Phyllis, 000010615				3	125.00
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>		
Child Respite Care	489	3	125.00		
Bliss/Jenny, 000010784				1	7,480.00
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>		
Adult Outpatient Psychotherapy	452	1	7,480.00		
Blom/Susan, 000010800				2	1,569.28
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>		
Adult Outpatient Psychotherapy	452	2	1,569.28		
CENTRAL MINNESOTA JOBS & TRAINING, 000015800				1	8,551.34
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>		
Statewide MFIP Employment Services	237	1	8,551.34		
Central Mn Mental Health Center, 000011298				3	2,450.00
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>		
Detoxification	371	3	2,450.00		
Community Living Options, 000011478				3	1,708.00
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>		
Semi-Independent Living Services (SILS)	534	3	1,708.00		
Family Pathways, 000012298				2	165.00
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>		
Family-Based Counseling Services	162	2	165.00		
Ignaszewski/Karissa, 000012959				1	11,160.00
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>		
Adult Outpatient Psychotherapy	452	1	11,160.00		
Lutheran Social Services of Minnesota, 000013783				1	66.60
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>		
Guardianship/Conservatorship	695	1	66.60		
MN DHS-SOS, 000011816				7	12,151.80
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>		
State-Operated Inpatient	472	7	12,151.80		
North Homes Inc., 000015171				3	15,359.81
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>		
Children's Group Residential Care	183	1	10,441.80		
Children's Residential Treatment	483	2	4,918.01		
Options Residential, 000015334				1	1,099.50
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>		
Child Family Foster Care	181	1	1,099.50		
PHASE, Inc., 000015579				2	624.64
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>		
Day Training and Habilitation	566	1	368.64		
Transportation	516	1	256.00		
Richardson MD/Paul T, 000016136				1	5,000.00
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>		
Adult Outpatient Psychotherapy	452	1	5,000.00		
RSI, 000016246				2	375.21
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>		

# Board Approval Report

Paid Cnty Vendor			Total Payments	Total Amount
Semi-Independent Living Services (SILS)	534	2	375.21	
Steps of Success, 000016736			1	4,769.10
Svc Description	Svc Code	Payments	Amount	
Children's Group Residential Care	183	1	4,769.10	
Vanderpoel Disposal, 000017359			1	301.81
Svc Description	Svc Code	Payments	Amount	
Family Assessment Response Services	164	1	301.81	
Volunteers Of America, 000017460			4	2,532.17
Svc Description	Svc Code	Payments	Amount	
Semi-Independent Living Services (SILS)	534	4	2,532.17	
Walinski/Linda R.N. M.A. L.P., 000017529			1	654.62
Svc Description	Svc Code	Payments	Amount	
Adult Outpatient Psychotherapy	452	1	654.62	
Report Totals:			40	76,143.88

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

Signature

Title

Date

Vendor Name	Amount
Health Insurance Reimbursement	\$ 144.60
Jen Anderson	\$ 236.90
Health Insurance Reimbursement	\$ 699.78
Health Insurance Reimbursement	\$ 360.92
Health Insurance Reimbursement	\$ 113.46
Health Insurance Reimbursement	\$ 578.28
Health Insurance Reimbursement	\$ 144.60
BillCare	\$ 1,095.00
Medical Mileage	\$ 65.12
Health Insurance Reimbursement	\$ 298.58
Health Insurance Reimbursement	\$ 144.60
Card Services	\$ 58.48
Health Insurance Reimbursement	\$ 144.60
Health Insurance Reimbursement	\$ 144.60
Health Insurance Reimbursement	\$ 144.60
Cremation Society of Minn (GA Burial)	\$ 1,860.00
Health Insurance Reimbursement	\$ 144.60
DHS	\$ 6,188.03
Health Insurance Reimbursement	\$ 1,360.80
Health Insurance Reimbursement	\$ 144.60
Health Insurance Reimbursement	\$ 144.60
Medical Mileage	\$ 40.79
Health Insurance Reimbursement	\$ 144.60
Health Insurance Reimbursement	\$ 144.60
Health Insurance Reimbursement	\$ 234.88
Health Insurance Reimbursement	\$ 156.80
Health Insurance Reimbursement	\$ 144.60
Health Insurance Reimbursement	\$ 172.76
Health Insurance Reimbursement	\$ 144.60
Linda Hosley	\$ 296.13
Innovative Office Solutions	\$ 456.89
Health Insurance Reimbursement	\$ 144.60
Kanabec County Attorney	\$ 6,010.20
Kanabec County Aud Treasurer	\$ 11,344.84
Kanabec County Comm Health	\$ 13,510.10
Kanabec County Recorder	\$ 13.00

Kanabec Publications	\$	140.00
Children Fee's (Custody Eve Reimbursement)	\$	800.00
Health Insurance Reimbursement	\$	144.60
Health Insurance Reimbursement	\$	144.60
Medical Mileage	\$	475.79
Patricia Kruse	\$	10.35
Alissa McDermeit	\$	77.73
Metro Legal Services (Child Support Paperwork)	\$	115.00
Metro Sales Inc	\$	376.54
Health Insurance Reimbursement	\$	144.60
Kelly Mitchell	\$	74.18
MNCCC	\$	184.90
Health Insurance Reimbursement	\$	180.96
Health Insurance Reimbursement	\$	144.60
Health Insurance Reimbursement	\$	144.60
Health Insurance Reimbursement	\$	394.76
Health Insurance Reimbursement	\$	144.60
Health Insurance Reimbursement	\$	144.60
Medical Mileage	\$	61.82
Health Insurance Reimbursement	\$	144.60
Health Insurance Reimbursement	\$	144.60
Health Insurance Reimbursement	\$	144.60
Medical Mileage	\$	48.40
Premier Biotech LLC	\$	167.05
Health Insurance Reimbursement	\$	411.52
Health Insurance Reimbursement	\$	144.60
Health Insurance Reimbursement	\$	872.32
Health Insurance Reimbursement	\$	120.56
Health Insurance Reimbursement	\$	144.60
St Louis County Sheriff Office (Child Support Paperwork)	\$	60.00
Health Insurance Reimbursement	\$	93.60
Medical Mileage	\$	5,031.00
Health Insurance Reimbursement	\$	144.60
Timber Trails	\$	10,903.79
Health Insurance Reimbursement	\$	144.60
Medical Mileage	\$	28.73
Health Insurance Reimbursement	\$	384.64



Health Insurance Reimbursement	\$	144.60
Health Insurance Reimbursement	\$	462.22
Health Insurance Reimbursement	\$	292.42
Health Insurance Reimbursement	\$	1,084.84
Health Insurance Reimbursement	\$	584.84

<b>TOTAL IFS DOLLARS</b>	<b>\$</b>	<b>72,783.10</b>
--------------------------	-----------	------------------

78	Total IFS Vendors
----	-------------------

<b>TOTAL SSIS DOLLARS</b>	<b>\$</b>	<b>76,143.88</b>
---------------------------	-----------	------------------

19	Total SSIS Vendors
----	--------------------

<b>GRAND TOTAL</b>	<b>\$</b>	<b>148,926.98</b>
--------------------	-----------	-------------------

0	Total Vendors
---	---------------

# 9:30am Appointment

July 21, 2020

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> KCH&HS Advisory Committee 2018 Board Resolution and MN Statute 402.03 Compliance	<b>b. Origination:</b> KCH&HS Advisory Committee Vice Chair
<b>c. Estimated time:</b> 30 minutes	<b>d. Presenter(s):</b> Mr. Charlie Strickland Jr., KCH&HS Advisory Committee Vice Chair

**e. Board action requested:**

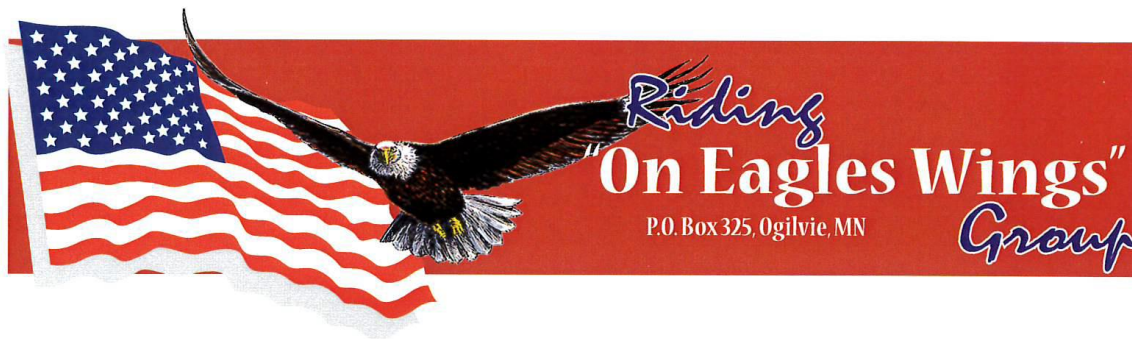
Mr. Strickland Jr., KCH&HS Advisory Committee Vice Chair, has prepared a presentation that includes a request for a board review of the 2018 Board Resolution establishing the Kanabec County Health & Human Services Advisory Committee (KCH&HS) and a board review of MN Statute 402.03, as well as a request for any and all subsequent board actions as deemed necessary to ensure compliance with said statute.

**f. Background:**

Supporting Documents: None      Attached: ☒

**Date received in County Coordinators Office:**

**Coordinators Comments:**



2019-2020

## **Kanabec County**

Health & Human Services Advisory Committee (KCH&HSAC)

### **Research Brief**

Reactions to Minnesota Statute 402.03

Presented to the

Kanabec County Board of Commissioners

on

July 21, 2020

By

Charlie Jr., United States Marine Corps, Retired  
Appointed Member & Elected Vice Chairman,  
Advisory Committee

4  
1-6

## Contents

### **Preface**

1. Bald Eagle Rescued!  
“Pictures, – the story – Country - self”
2. Minnesota Statute 402.03  
“ the “Shall” legal term – breakdown” “duties”
3. Kanabec County Resolution #FS6 – 12/19/18  
“Two Dept. were always one”
4. Appointments to HHS Advisory Committee/Mission  
“Why the False notice?” – 07 Jan 2020”
5. 2019: Wrong use of Statute/Robert's Rules of Proceedings  
“Chairperson's absents, confusion” & do nothing policy”
6. Minutes of 2019 Advisory Committee meetings  
“the tone of relationship”
7. Improper use of titles by HHS Departments  
“Health Board & Human Service Board” “KISS”
8. A defector Chairperson ...  
“Power is in the eyes of the beholder.”
9. Proposed KC-HHSAC By-Laws to keep us safe in laws  
“Hard work by a lot of person in Kanabec County”
10. The Statute, Task Force, & the CARES Act  
“The Task Force ordered, in the statute, is set to be the person's voices in HHS.

### **Preface**

Since my arrival in Kanabec County, in 2000, it's been a far reaching “dream” that could be shared with others people. I have traveled to “A LOT OF PLACES,” seeing a lot of life and death; I sincere appreciation about 80 percent of the people I met, living in North & South Minnesota. I wish to take this time and provide a bird-eye view of the start of my life and a few mile stones reached:

It all started in the late 1700s. My ancestors told the tribe members of our village in Southern Africa, being attack by a more powerful African tribe; they sold my people to traders. My ancestors were transported to the Island Nation of Madagascar; then forced to board ships that sailed around the Horn of South Africa; across the Atlantic Ocean; to plantations in North and South Carolina, and other country in South American.

My grandparents used the underground railroad systems to flee to live free, in Pennsylvania,

with Some of my ancestors joining the Union Army under Gen. U. S. Grant. This is my History – now here is some of my Resume information:

Some people, because of the BLM stuff, think they can call me, a “person of color”. I am not! I am pure Africano, the color of my race is black and I love calling the United States of American, my fatherland and home. I am my father's only son! A retired United States Marine, former Police Captain, Former Investigator, Former elected City Councilman, Paralegal, small businessman-contractor; an activity for the right of people to live in the United States as they see fit. I was elected state wide this year to be a 2020 National Elector for Minnesota.

### **1. Bald Eagle Rescued**

This is placed into the Brief to show the goodness of people, living in this county. They reached out to help a Bald Eagle. This is the story that took place in Mora, as reported by Kirsten Blake, Editor of Mora newspaper. This also shows what could take place, if the Board turns loose the power of the “persons, and not just the power of agencies” to give advise on its Health & Human Services Advisory Committee. When I became aware of this story of the Bald Eagle Rescued; I enjoyed that moment and and glad I was able to learn how the people of Kanabec County, our homeland, was working towards good things! All things are possible! (Exhibit #1,+)

### **2. MINNESOTA STATUTE 402.03**

The Statute reveals the Human Services Boards has a duty to comply with the Statute's mandates, in order to ensure the care of the people, living under there care.

M.S. 402.03 is a living document, but, it cannot be changed at the county levels; it instructions are how care will be provided, in a set format to protect the health goals and the money at issue for that care.

It is dumb to think, in my opinion, that health and Human services are not in the same field of federal aid in the people's care. My opinion: it is also wrote in a way to fight off “white-collar-crimes” in the use of the monies issued to the county, for the benefit of it's people. It was issued not for powerful elites friends. The Statute mandates the voices of “persons receiving services.” (that's all of us that is living here.) In my opinion: persons, are not agencies tied to the grants. “Their are 11 times we will find the word “Shall” in the Statute” (Exhibit #2,+)

### **3. KANABEC COUNTY RESOLUTION #FS6**

The Commissioners, in Resolution #FS6, established the Health and Human Services Advisory Committee, but added the following: “it is not required of Community health Board...” After this writer researched this issue. the writer did not, and do not understand the duties of this so-called board. When the writer tried to locate the subject board, it could not be found. It appears that title is used to direct eyes toward other “things” and away from the proper vindication of the behavior on health matters. The Statute issued 11 “Shall” that requested the HUMAN SERVICES BOARD to “established the Advisory Committee in accordance with the parameters of M. S. 402.03. It is my opinion, the County Human Services Board did not issued an order to execute Resolution FS6, but “pass the buck” to air..., the order is to “themselves”, and can look like “fool's Gold” to others “untrusted souls”. Someone is needed to be trusted, and be verify to do the right thing, that's able to carried out the rules of the



STATUTE, ( Exhibit #3,+)

#### **4. APPOINTMENT TO THE HEALTH & HUMAN SERVICES ADVISORY COMMITTEE**

After issuing Exhibit 3, the County Board took no further action in 2019, until they appointed Mr. Charlie Strickland, Jr. of Ogilvie to the Advisory committee. Mr. Strickland joined two commissioners appointed doing the same period. It is a fact that Mr. Strickland and the two Commissioners, were the only lawful members of the 2019 Kanabec County Health & Human Services Advisory Committee. Is this a "antifia" move to deny a rightful placing? I approached the County Coordinator and revealed this fact to her. I asked the two departments Head "who made up the list of members and were they appointments, based on merit? No answer. After I became Vice Chairperson, I asked the Department Heads for the roster of members of the advisory committee, and how to contact them. I was told I could not have it. That was shocking! On January 7, 2020, (in my opinion,) the Board of Commissioners approved a False list that was based on placing a makeup list, into the records; to cover up for bad behavior. Someone is trying to unlawfully control the advisory committee, outside of the STATUTE. The question is **Why?** (Exhibit #4, +)

#### **5. WRONG USE OF STATUTE/ROBERT'S RULES**

I started to see the miss-use of the requirements as stated in the Statute, from the start. Someone instructed the directors to stage a "name only committee" "do nothing committee" so the budget funds could be voice "vote" by them along. (exhibit 5a) and not "persons". No checks and balances present! The letter issued on Friday, March 8, 2019 to the undersigned, stated in paragraph #1, the following: "come together to assist in supporting the Health and Human Services departments of the County.-----This is a false impression of Minnesota Statute 402.03. It went on to state: Commissioners has chosen you as the representative for the city of Ogilvie.-----again, this is a false statement. Ogilvie has a local government and they "appoints" persons to representative them. I was not, nor will I accept that position; because of the false statement, and no action by Ogilvie's city council. The entire letter (exhibit 5a) addressed, in my opinion, someone's needs to create a conspiracy to deny understanding of their duties as outlined in the Statute. They hold this fear of "lost power" Other exhibit #5's documents support their nonsense, their fears, are owned by them. Fear is a bad thing to own. There is nothing to fear from neighborhood people being on the committee, to act with their eyes wide open. After the March 2019 meeting of the committee, I asked the health departments heads for the H&HSAC meetings to be conducted in accordance with Robert's Rules. I was surprised to learn that the departments did not know how to do that lawfully. (Exhibit 5b & c)

#### **6. 2019 ADVISORY COMMITTEE MINUTES**

The minutes & emails enclosed within the exhibits, shows the "tones and/or words" between the proper understanding of the Laws, Rules and Regulations and theirs. The minutes are wrote mostly wrong, (in my opinion); and can not show the correctness of the purposes for the conversations being held. The minutes are not recorded and wrote months later from so-called hand writing notes of fast talking persons. Three minutes are placed in the brief for tone and a view inside the "Do nothing "Advisory Committee". The minutes stands on their own, without verification. The directors requested no recording of meeting by the H&HSAC (Exhibit #6, +)

4  
4

## **7. IMPROPER USE OF TITLE (Facts & Opinion)**

The Health Department is called a lot of titles, all ending most likely with the word "BOARD". I don't know what is proper. When one look at Exhibit 7a, you will notice "Kanabec County Board of Health" "Community Health Board" is used when Mrs. Burski appears before the County Human Service Board. Kanabec County Health Department is not there among titles, but CHS Board is there, but..., Exhibit 7b created titles like "Human Service BOARD" "HSB Advisory Committee" "Health and Human Dir" and it go's on and on with titles, but WHY? "Opinion." We have but one HUMAN SERVICE BOARD in Kanabec County. It would be best for each position, within our health services be easily identified, and their purpose understood by the people in the neighborhoods. We should know when we are talking about the Human Service Board, we are talking county level power. When we talk about the County Health DEPARTMENT and the County Human Services DEPARTMENT, we will know where and to whom, we are talking too.... Period! Titles make us feel good sometimes with "power." I guess, but..., In Federal and State governments, its HHS. KISS, please, we only need to provide real health services, and follow the line.(Exhibit #7, +)

## **8. A DEFACTOR LEADER OF THE ADVISORY COMMITTEE**

When powerful people are on public committees with lay persons, their power eclipse the other voices on the committee. A official in a power position has a hard job. That person must work hard to act in the best interest of the group, and not themselves or their friends. It called "power & benefits for some." It also creates a "kiss-up" relationship. This is why the M. S. Statute removed all county elected official from becoming a "Chairperson" (Exhibit 8, +)

## **9. TEAMWORK ON PROPOSED BY-LAWS FOR H&HSAC**

I would like to thank all the "persons" that provided input into the created of the proposed Kanabec County Health & Human Services Advisory Committee By-Laws. We, the people of Kanabec County; the ones in the neighborhood, the Health & Human Services department Directors, Business people that I approached, agencies on the committee, and most important, the County Coordinator, who used approximately 110 hours helping me understand Kanabec County. No one viewed the completed work because we were stopped cold, and asked to "did nothing out of fear of lost power!" Now, the work on the by-laws, which is a proposal, should be viewed and changed if need, and passed by the Human Services Board. Exhibits shows what tone & hard work can do. The KCH&HSAC needs to start functioning as a 402.03 committee FAST! The people needs the committee to act in accordance with M.S. 402.03. But the committee needs rules to do its job! (Exhibit 9, +)

## **10. THE STATUTE, THE TASK FORCE & CARE ACT**

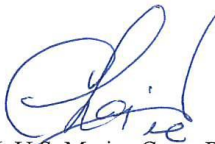
A CARE ACT "committee," the subject committee I read about in the newspaper this past week, is available to the Human Services Board of Kanabec County... under the Law! If, the Human Services Board elects it to be for HHS matter. The STATUTE says the Advisory Committee persons "shall actively participate..." "make a formal recommendation to the board concerning the annual budget". The advisory committee shall appoint permanent Task force, and the Task Force "shall be constituted to fulfill state agency requirements for receiving categorical funds." Please read and note carefully, the last paragraph of exhibit #2 on Task Force under the Statute. A task force committee was asked for, and created, at the February 25, 2020 H&HSAC meeting. The Task Force membership,\* was

4  
5

created to work on the committee's by-laws, but stopped? The Task Force members resides in Kanabec County. The undersigned is acting Chairperson at this time. The Task Force Committee is smaller-in-numbers, but could be faster in reach goals/have meeting to reach set goal for the benefit of the neighborhoods. The Task Force could be made up properly by the Human Services Board to have no "conflict of interest" persons on it. The Task Force can be ready to start working, if the human services board so request NOW! (Exhibit 10 of 10). I have filed a REQUEST FOR BOARD ACTION.

I filed this brief, which is filed, with "EYES WIDE OPEN." We, the county people should be respected. This is not a "Black thing" vs "White thing". Its about doing the correct thing in Kanabec County. The next step belongs to the powerful board of Commissioners, Kanabec County. I am here to offer my understanding of the last 20 months of FS#6.

Respectfully Submitted

A handwritten signature in blue ink, appearing to read 'Charlie II', is written over the typed name.

Charlie II, U.S. Marine Corps Retired, of Ogilvie  
Vice Chairperson, Kanabec County  
Health and Human Services Advisory Committee

This brief is submitted without exhibits. The information contained within the brief's exhibits may contain confidential information, including information protected by federal and state privacy laws. Therefore, to view exhibits, and discuss them face to face with the writer, please contact him.

4  
6





Office of the  
**County Coordinator**  
Jerry Tvedt, Interim County Coordinator  
18 North Vine Street, Suite 181  
Mora, MN 55051  
Telephone: 320-679-6440 FAX: 320-679-6441  
email: jerry.tvedt@co.kanabec.mn.us

---

## Proceedings of the County Board

State of Minnesota  
County of Kanabec  
Office of the County Coordinator  
Mora, Kanabec County, Minnesota  
Minutes of the County Board Held: December 19, 2018

---

Action #FS6 – It was moved by Gene Anderson, seconded by Les Nielsen and carried unanimously to approve the following resolution:

### **Resolution #FS6 – 12/19/18**

#### **Establish Health and Human Services Advisory Committee**

**WHEREAS**, MN Statute 402.03 requires each county human services board to establish an advisory committee to formulate the plan for the development, implementation and operation of the programs and services by the board, and

**WHEREAS**, it is not required of Community health Boards to form an advisory committee, but it may be beneficial to have a combined Health and Human Services Advisory Committee to enhance collaboration in the services provided to our community;

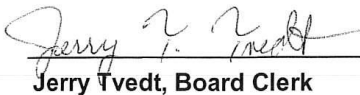
**NOW THEREFORE BE IT RESOLVED** by the Kanabec County Board of Commissioners that a combined Health and Human Services Advisory Committee be established in accordance with the parameters of M.S. 402.03.

---

#### **Certification**

I, the undersigned, being the duly appointed recording officer of the County of Kanabec, State of Minnesota, certify that the information above has been carefully compared with the original records of Board of Commissioners, Kanabec County, Minnesota, those records being in my custody and on file in the Coordinator's Office, and is a true and correct copy of these minutes and that the same has not been amended or rescinded and is in full force and effect.

***In Witness Whereof, I have hereunto placed my hand and signature: Certified this 19<sup>th</sup> day of December, 2018.***

  
\_\_\_\_\_  
Jerry Tvedt, Board Clerk

## Office of the Revisor of Statutes

## 2019 Minnesota Statutes

[Authenticate](#)  PDF**402.03 ADVISORY COMMITTEE.**

Each human services board shall appoint an advisory committee, which shall actively participate in the formulation of the plan for the development, implementation, and operation of the programs and services by the board, and shall make a formal recommendation to the board at least annually concerning the annual budget of the board and the implementation of the plan during the ensuing year.

Membership on the advisory committee shall consist of no more than 25 persons serving two-year terms not to exceed three consecutive terms. Up to one-half of the terms of the initial advisory committee may be for one year; upon their expiration all terms shall be for two years. The chair shall be appointed by the human services board and may not be a member of a county board.

One-third of the members of the advisory committee shall be representatives of those persons receiving services provided by the human services board. Up to one-third may be providers or employees of providers of services and must include representatives of private providers if such providers exist in the county or counties party to the agreement. At least one member shall be a member of the corrections advisory board established pursuant to section [401.08](#), if any. The remaining members shall represent the citizens of the counties.

The advisory committee shall appoint permanent task forces to assist in planning for corrections, social, mental health and public health services.

Task force membership shall be constituted to fulfill state agency requirements for receiving categorical funds. Where appropriately constituted, these task forces may, at the option of the human services boards, replace those advisory bodies required by statute and rule to advise local social services agencies and other county and area boards. Individuals not members of the advisory committee may be appointed to the task forces; provided, however, that each task force shall be chaired by a member of the advisory committee.

The human services board shall provide staff assistance to the advisory committee.

**History:** [1973 c 716 s 3](#); [1974 c 234 s 2](#); [1976 c 149 s 62 subd 7](#); [1977 c 411 s 3](#); [1979 c 118 s 3](#); [1985 c 248 s 70](#); [1986 c 444](#); [1989 c 209 art 2 s 1](#); [1994 c 631 s 31](#); [2001 c 161 s 53](#)

Copyright © 2019 by the Revisor of Statutes, State of Minnesota. All rights reserved.

# 10:00am Appointment

## Item a.

July 21, 2020

---

### REQUEST FOR BOARD ACTION

<b>a. Subject:</b> MDVA Annual Grant	<b>b. Origination:</b> Veteran Services Office
<b>c. Estimated time:</b> 2 minutes	<b>d. Presenter(s):</b> Veteran Service Officer Erica Bliss

**e. Board action requested:**

Item a. MDVA Annual Grant – see attached resolution

Item b. Schedule Request

---

**f. Background:**

Supporting Documents: None      Attached: ☒

**Date received in County Coordinators Office:**

**Coordinators Comments:**

**KANABEC COUNTY  
VETERANS SERVICE OFFICE**

18 North Vine, 2<sup>nd</sup> Floor  
Mora, MN 55051  
Telephone: (320) 679-6380  
Fax: (320) 679-6480



**VETERANS SERVICE OFFICER**

Erica Bliss

## Resolution #\_\_ – 07/21/2020

Regularly Scheduled County Board Meeting

**WHEREAS** the County Veterans Service Office recommends we apply for the MDVA Operational Enhancement Grant. This is an annual grant offered to counties and

**WHEREAS** grant money must be used to provide outreach to the county's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office, and

**WHEREAS** it is approved that Kanabec County Veterans Service Officer Erica Bliss is authorized to sign the grant agreement on behalf of the county board

**BE IT RESOLVED** the Kanabec County Board approves the application of the Veterans Operational Grant for FY21.

\_\_\_\_\_  
Chairperson, Kanabec County Board of Commissioners

\_\_\_\_\_  
Date

# 10:05am Appointment

## Item a.

July 21, 2020

---

### REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Abatement for Knife Lake Parcel 10.00450.00	<b>b. Origination:</b> Assessor's Office
<b>c. Estimated time:</b> 5 minutes	<b>d. Presenter(s):</b> County Assessor Tina Von Eschen

**e. Board action requested:** Discussion Only

---

**f. Background:**

Supporting Documents: None

Attached: ☒

<b>Date received in County Coordinators Office:</b>
---

**Coordinators Comments:**

# 10:05am Appointment

## Item b.

July 21, 2020

### REQUEST FOR BOARD ACTION

<b>a. Subject:</b> MCIS Membership	<b>b. Origination:</b> County Land Offices
<b>c. Estimated time:</b> 10 minutes	<b>d. Presenter(s):</b> County Assessor Tina Von Eschen

**e. Board action requested:**

### Resolution # - 7/21/20

**WHEREAS** the Auditor Treasurer's Office and County Assessor's Office have recommended changing to an alternate Tax and CAMA system; and

**WHEREAS** the Auditor Treasurer's Office and County Assessor's Office have determined that MCIS will fit the needs of Kanabec County and is the most financially viable option for Kanabec County at this time; and

**WHEREAS** the Auditor Treasurer's Office and County Assessor's Office have performed their due diligence, applied for membership with Minnesota Counties Information Systems (MCIS), and have officially been accepted for membership;

**THEREFORE BE IT RESOLVED** that the Kanabec County Board of Commissioners hereby approves membership with Minnesota Counties Information Systems (MCIS).

### f. Background:

We have been accepted to join their computer consortium for CAMA and Tax. The Kanabec County Attorney reviewed all contract documents prior to our request to join and gave us her approval. At this time we just need the chairs signature to continue moving forward with conversion.

Supporting Documents: None

Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

**Conversion to MCIS**

Equal share all members	\$66,422
Share based on Parcel Counts	<u>\$13,394</u>
Total Estimated	\$79,816 * per year cost

40% of per year Total Estimated - 2021	\$31,935
Yearly Maintenance	\$1,925
One-time Utility Software	\$6,745 (FormSprint runtime license and Pro-Data's DBU Software)
APEX - Photo program and licenses	\$1,635
DBU Maintenance	\$540
Data Extraction CAMA - per run \$1240	\$2,480 * this could be more, but it will take a minimum of two runs
Data Extraction TAX - per run \$1240	\$2,480 * this could be more, but it will take a minimum of two runs

**Total Estimate for 2021** \$47,740 We have \$66,471 in member deposit at MnCCC to use



Equal share all members	\$66,422
Share based on Parcel Counts	<u>\$13,394</u>
Total Estimated	\$79,816 * per year cost

70% of per year Total Estimated - 2022	\$55,880
Yearly Maintenance	\$1,925
APEX - Sketching program and licenses	\$1,635
DBU Maintenance	\$540
FormSprint runtime maintenance	\$205
FormSprint Email/PDF	\$275
Presto (brower run-time)	\$595
Zend Server (PHP Support)	\$310
Data Extraction CAMA - per run \$1240	\$1,240 * this could be more, but it will take a minimum of two runs
Data Extraction TAX - per run \$1240	\$1,240 * this could be more, but it will take a minimum of two runs

**Total Estimate for 2022** \$63,845

\*\*\*\*\* MCIS ACCEPTANCE RESOLUTION



**Minnesota Counties Information Systems**  
413 SE 7th Avenue, Grand Rapids, MN 55744  
Phone 218-326-0381

---

MCIS RESOLUTION

**STATE OF MINNESOTA, Minnesota Counties Information Systems (MCIS), which is a joint powers organization established under MN Statute 471.59.**

In Itasca County, at the MCIS Board Meeting, on the 25<sup>th</sup> day of June 2020, the following among other proceedings, were had:

**WHEREAS**, Kanabec County through Resolution #17 dated 6/16/2020 is applying for membership with MCIS to provide Property Tax and CAMA services.

**WHEREAS**, per Article IV.B of the MCIS joint powers agreement the MCIS board needs to approve and assess class one (1) charges.

**WHEREAS**, to complete membership Kanabec County will sign and execute the Joint Powers Agreement and Software Indemnification Agreement.

**WHEREAS**, upon full execution of the joint powers agreement Kanabec County will assign a primary board member, and up to two alternates to represent them on the MCIS Board.

**NOW, THEREFORE, THE MINNESOTA COUNTIES INFORMATION SYSTEMS GOVERNING BODY DOES HEREBY RESOLVE AS FOLLOWS:**

The MCIS governing body, meeting in a special session on June 25<sup>th</sup>, 2020, hereby adopts Kanabec County as a member of MCIS. Class one (1) charges will be managed as follows:

- In 2021 and based on the budget that is approved at July 16, 2020 board meeting, Kanabec's County share will be 40% of their calculated full membership share.
- In 2022, Kanabec County's share will be 70% of the calculated full membership amount that is approved at the annual board meeting in 2021.
- In 2023 and beyond, Kanabec County's share will be 100% of the calculated full membership amount that is approved at annual board meetings.
- Kanabec share in FormSprint, Zend, and Presto, which are third party software tools utilized with the MCIS software, yearly maintenance fees will start in budget year 2022.
- For DBU (Pro-Data) and Apex Pro software, these vendors will directly bill the county for yearly maintenance fees.
- For third party tools of FormSprint, DBU, and Apex which require a one-time license purchasing fee, Kanabec County will pay the actual amount assessed by the provider at time of purchase.
- MCIS through its contract arrangement will grant the run-time licenses for Presto and Zend with no one-time licensing fee.

The MCIS Executive Director is hereby authorized for MCIS to execute such agreements and contracts that are necessary to complete Kanabec County's membership.

Signature: *Diane Arndt*  
Title: MCIS Board Chair

Signature: *Amber Deratolo*  
Title: MCIS Secretary-Treasurer





**Minnesota Counties Information Systems**  
413 SE 7th Avenue, Grand Rapids, MN 55744  
Phone 218-326-0381

---

To: Tina Diedrich-Von Eschen – County Assessor  
Denise Snyder - Auditor/Treasurer  
Karen McClellan – Deputy Auditor Tax

From: Lyle Eidelbes – MCIS Exec Director

Date: June 4, 2020

Subject: MCIS Proposal for Kanabec County Consideration

Thank you for choosing to move forward with the MCIS Property Tax and CAMA services from Minnesota Counties Information Systems (MCIS). This memo provides an estimate of both yearly and one-time costs to be considered in joining the MCIS joint powers organization, how cost sharing will be handled in 2020 through 2022, and overview of the implementation plan.

The estimate is built on these basic assumptions:

- Costs shown are based on 11,903 parcels (estimated: improved-8,092 / unimproved-3,811).
- We are presenting this information using 2021 proposed budget numbers, which should be finalized at the July 16, 2020 board meeting.
- Additional services, such as i-Hosting, Payroll/HR, Hosting of IBM-i and Tyler's Document Pro© (land records management system) are not part of the proposal.
- Property Tax/CAMA services has IBM-i "basic" technical support consisting of: planning and assisting in release/PTF updates; a disaster/recovery partition can be made available at MCIS (if needed); DR planning assistance; and as-needed consulting on a variety of IBM-i tasks.

The MCIS Board will keep the basic phased-in cost sharing approach from our first proposal. But, the costs have slightly changed since we are calculating using the newly proposed 2021 budget numbers.

- Basic proposal by year
  - 2020 – no charges
  - 2021 – pay 40% of Kanabec's estimated full member share, yearly maintenance fees and/or utility software one time purchases
  - 2022 – pay 70% of Kanabec's estimated full member share and yearly maintenance fees
  - 2023 – participate at 100%
- 2021 Estimated "full" share of Property Tax/CAMA with basic IBM-i support

Equal Share (same for all members)	\$66,422
Share based on Parcel Counts	\$13,394
Total Estimated	\$79,816
- 2021 Proposed Cost Sharing

Equal Share Amount	\$26,577
Parcel Count Share	\$ 5,358
Total	\$31,935

  - One-time Cost (pricing based on information provided by vendor May 2020)
    - FormSprint runtime license - \$3,750
    - Pro-Data's DBU software, which is a file view/ad-hoc update utility - \$2,995 plus the yearly maintenance fee of \$540. Please note, Pro-Data licenses directly with the county and the county receives the maintenance invoice on yearly basis.



### Minnesota Counties Information Systems

413 SE 7th Avenue, Grand Rapids, MN 55744  
Phone 218-326-0381

- APEX is the primary sketching tool used by MCIS members and priced per subscription. Per Apex web site (<https://www.apexwin.com/registration/store.php?cat=5>), version 6 or 7 standard license is \$295 and additional licenses are \$100 per subscription.
- MCIS is able to grant licenses for Presto (browser), and Zend server. Member is only responsible for yearly maintenance.
- Yearly maintenance of third-Party software tools used by the MCIS applications.
  - The following maintenance contracts are negotiated for the members and paid by MCIS. MCIS then allocates the cost to be paid per member based on the actual invoice amount. We estimated the following for 2021:

• FormSprint runtime	\$ 205 / member
• FormSprint Email/PDF	\$ 275 / member
• Presto (browser run-time)	\$ 595 / member
• Zend Server (PHP Support)	\$ 310 / member
  - DBU (Paid directly by County) \$ 540
- To summarize 2021
  - MCIS Member Cost Share \$ 31,935
  - Yearly Maintenance \$ 1,925
  - One-Time Utility Software \$ 6,745
- To summarize 2022 using 2021 Budget numbers
  - MCIS Member Cost Share \$ 55,872
  - Yearly Maintenance \$ 1,925

In the unexpected scenario that Kanabec County elects to withdraw from the MCIS joint powers between signing the joint powers agreement and up to the proposed live date (i.e. Jan 2022) then:

- MCIS will invoice the actual costs of what has occurred up to the point of withdrawal in 2020 or 2021. Labor will be billed based on actual time reported multiplied by \$65/hour rate less the cost sharing amounts paid to date; plus any 3<sup>rd</sup> party licensing and maintenance fees that may have occurred.
- In 2022 your 100% share, plus yearly maintenance fees.

The following provides assumptions and overview of the implementation plan.

- Basic assumptions
  - Support of your existing software continues to be available through 2021
  - Conversion tables from current vendor made available September 2020 timeframe.
  - A project team from Kanabec is defined to work with MCIS staff on mapping data, verifying conversions, training on application(s), system setup, participate in on-going training of other employees, and so forth.
  - The plan outline below is a starting point for discussion, and is expected to be changed based on Kanabec's requirements.
- Implementation Plan - Overview
  - Discovery Phase
    - Establish Membership (June-July 2020)
      - Receive letter and approved by MCIS Board
      - Joint Powers, and software indemnification agreements signed
    - Pre-investigation/Planning (June 2020–Sept 2020)
      - Review current procedures/process and data (series of meetings)
        - Goals - understand current environment; surface commonalities and discrepancies with MCIS Tax/CAMA; special data characteristics; refine overall plans



**Minnesota Counties Information Systems**  
413 SE 7th Avenue, Grand Rapids, MN 55744  
Phone 218-326-0381

---

- Technical Phase - Conversion Design / Development
  - Conversion Design/Development (Sept 2020–July 2021)
    - Review conversion tables, and refine conversion plans as needed.
    - Design/Develop/Test Conversion programs phased by following groupings
      - Data needed for taxes payable 2022 need to support Fall 2021 Assessment tasks (Prism 2), and Truth-in-Taxation
      - Data needed for 2021 payable (Taxes, Payments, Delinquents)
      - Historical Data (past history, confession of judgment)
  - Conversion Unit Testing & Verification (Dec 2020 – July 2021)
    - Establish VPN between MCIS and Kanabec
    - Perform basic training on MCIS environment.
    - Work with Kanabec Implementation Team on verification of conversions
- System/Integration Testing
  - Create Sandbox Environment (May 2021 – June 2021)
    - Install MCIS Tax/CAMA on Kanabec IBM-i
  - Perform MCIS Setups (June 2021- Aug 2021)
    - Security setups of users, menus and application access
    - Other global variables, master tables, or other manual maintenance that may be needed.
  - Perform Integration Testing in preparation for Parallel runs (June 2021 – December 2021)
    - Reiterative process until all conversions area completed
    - Perform additional training with implementation team
    - Convert data on Kanabec IBM-I MCIS environment
    - Validate results and practices using application
    - Verify user setups and adjust
  - Parallel Testing (Sept 2021 – Dec 2021)
    - PRISM 2, Truth-in-Taxation, and so forth.
  - Continue reiterative test until results look adequate.
- Final Conversions / Cutover (Dec 2021 – Jan 2022)
  - Complete conversion December
  - Final verifications
  - Develop plans for on-site assistance and additional training

Once the joint powers and a software indemnification agreements are signed, you will assign a primary and alternate (2) board members and start attending quarterly meetings of the board. If you have questions, please feel free to contact me at 218.326.0381 x8119, or via email at [lyle.eidelbes@mcis.coq.mn.us](mailto:lyle.eidelbes@mcis.coq.mn.us)

Cc: MCIS Board

**INDEMNIFICATION AGREEMENT**  
**Between**  
**MINNESOTA COUNTIES INFORMATION SYSTEMS**  
**and**  
**KANABEC COUNTY**

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_ 2020 by and between the Minnesota Counties Information Systems, a joint powers organization, hereinafter referred to as "MCIS", and the County of KANABEC, a body corporate and politic, hereinafter referred to as "the County".

**WITNESSETH:**

**WHEREAS**, The County possesses and uses certain computer software products and systems which are proprietary to MCIS and/or third parties (such products and systems are itemized in Addendum A and are hereafter referred to as "Proprietary Software"); and

**WHEREAS**, Article 2.11 of the MCIS by-laws states that the data processing services offered by MCIS to members shall be construed so as to impose no liability on MCIS or its members in providing such services; and

**WHEREAS**, MCIS and its members now desire to clarify the issue of liability with respect to Proprietary Software and the terms and conditions pertaining to access to software and withdrawal from software support;

**NOW THEREFORE**, in consideration for its continued use and enjoyment of the proprietary computer software products and systems in its use or possession, the County agrees as follows:

The County represents and warrants that, to the best of its knowledge and belief, none of the Proprietary Software listed in Addendum A and in its possession or use, or any of their elements, violate or infringe upon any patent, copyright, trade secret, or other property right of any other person or entity. Further, the County represents and warrants that it shall take reasonable precautions to ensure that the County, including its employees and agents, shall not violate or infringe upon any patent, copyright, trade secret, or other property right of any other person or entity, provided that MCIS shall adequately notify the County of the proprietary nature and licensing agreements and conditions pertaining to each of the Proprietary Software listed in Addendum A.

The County agrees that it will, and hereby does, indemnify and hold MCIS and its members, officers, directors, employees and agents of each, harmless from and against any and all loss, cost, liability and expense (including reasonable attorneys' fees which shall specifically include costs and reasonable attorneys' fees associated with appellate proceedings) directly or indirectly resulting from or arising out of any breach or claimed breach of any provision or condition of any license or agreement to use any of the Proprietary Software possessed, used or operated by the County.

The County agrees that any MCIS member shall be entitled to access to the source or object code or system or user documentation to any system or application owned by MCIS and currently being used by and financially supported by the member, upon condition that the member agrees not to sell, license, distribute, reproduce, or otherwise transfer the code or documentation without first obtaining written permission from the MCIS Board of Directors. "Sell, license, distribute, reproduction, or otherwise transfer" shall mean any sale, license to use, distribution, other transfer or use not at the member's computer site within the member's territorial jurisdiction.

The County agrees to accept and be bound by the following terms and conditions with respect to withdrawal from software support:

1. If an MCIS member decides to discontinue software support for a computer application, it must submit a written notice to MCIS, stating its intent to discontinue, by April 1<sup>st</sup> of the last year support is desired. The member shall remain responsible for all charges for that calendar year. If written notice is not received by April 1<sup>st</sup> of the last year support is desired, the member may be held responsible for all charges or a pro-rated share of the charges for the following calendar year at the discretion of the MCIS Board of Directors.
2. A member serving such notice shall have access to the MCIS owned software from which support is being discontinued in accordance with and subject to Articles IX and X of the Joint and Cooperative Agreement and the terms and conditions of this Agreement. A

member desiring to receive software in this manner must have executed this agreement, stating that the use of such software will be strictly for its own internal use; that it will not permit any individual, agency or organization to use, inspect or copy such software; that all support from MCIS is terminated and agreeing to save and hold MCIS harmless from all claims and causes of action. The member must do this before January 31<sup>st</sup> of the year following the notice of discontinuance in order to obtain the software. After that date MCIS will not be obligated to provide the software.

3. After software support has lapsed for a member, re-instatement of that support shall require retroactive payment of previous year charges for the period that support was not in effect. This requirement may be waived by the MCIS Board of Directors.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed:

**MINNESOTA COUNTIES  
INFORMATION SYSTEMS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Executive Director  
Title

\_\_\_\_\_  
Date

**KANABEC COUNTY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attest:** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ADDENDUM A**  
**PROPRIETARY SOFTWARE**  
**in possession or use by**  
**KANABEC COUNTY**

This Addendum is attached and made a part of the Indemnification Agreement between Minnesota Counties Information Systems and Kanabec County. Its purpose is to itemize the software systems covered by the Indemnification Agreement and to provide adequate notice to the County as to the proprietary nature and licensing agreements and conditions associated with each software system as required by the Indemnification Agreement.

Because software systems come and go, the itemization of each software system will be accomplished by a separate Attachment to this Addendum. Each such Attachment will be signed by MCIS and the County and such signatures shall be deemed "adequate notice to the County of the proprietary nature and licensing agreements and conditions associated with each software system as required by the Indemnification Agreement".

# SOFTWARE ATTACHMENT

<b>Attachment Number:</b>	1
<b>Description of Software:</b>	MCIS Property Tax/CAMA Software
<b>Owner of Software:</b>	Minnesota Counties Information Systems 413 SE 7 <sup>th</sup> Ave Grand Rapids, MN 55744 (218) 326-0381 <a href="http://www.mcis.cog.mn.us">www.mcis.cog.mn.us</a>
<b>Date Began Use:</b>	
<b>Department used by:</b>	Assessors, Auditor Treasurers, MIS, potentially other departments per county requirements.
<b>County Contact Person:</b>	
<b>Comments:</b>	

The signing of this Attachment shall indicate satisfaction by the County as to receiving "adequate notice to the County of the proprietary nature and licensing agreements and conditions associated with each software system" as required by the Indemnification Agreement.

## MINNESOTA COUNTIES INFORMATION SYSTEMS

## KANABEC COUNTY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Executive Director  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# **SOFTWARE ATTACHMENT**

<b>Attachment Number:</b>	2
<b>Description of Software:</b>	FormSprint w/PDF & Email
<b>Owner of Software:</b>	Integrated Custom Software 12 National Drive Glastonbury, Connecticut (860) 657-3339 www.formsprint.com
<b>Date Began Use:</b>	
<b>Department used by:</b>	Assessors, Auditor Treasurers, MIS, Payroll, Human Resources and potentially other departments per county requirements.
<b>County Contact Person:</b>	
<b>Comments:</b>	Software is used to produce special forms, PDF reports, and email Documents with MCIS developed systems. The member county is required to purchases a runtime only version (one-time cost). Then yearly maintenance is paid by MCIS, with members actual cost share invoiced to the county.

The signing of this Attachment shall indicate satisfaction by the County as to receiving "adequate notice to the County of the proprietary nature and licensing agreements and conditions associated with each software system" as required by the Indemnification Agreement.

## **MINNESOTA COUNTIES INFORMATION SYSTEMS**

## **KANABEC COUNTY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Executive Director  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# SOFTWARE ATTACHMENT

<b>Attachment Number:</b>	3
<b>Description of Software:</b>	Presto
<b>Owner of Software:</b>	Fresche Solutions 995 Wellington, Suite 200 Montreal, QC H3C IV3 Canada www.freschesolutions.com
<b>Date Began Use:</b>	
<b>Department used by:</b>	Assessors, Auditor Treasurers, MIS, Payroll, Human Resources and potentially other departments per county requirements.
<b>County Contact Person:</b>	
<b>Comments:</b>	Software is used to enable the MCIS applications for the use within a browser. Members receive a Presto runtime license, and then pay into yearly maintenance.

The signing of this Attachment shall indicate satisfaction by the County as to receiving "adequate notice to the County of the proprietary nature and licensing agreements and conditions associated with each software system" as required by the Indemnification Agreement.

## MINNESOTA COUNTIES INFORMATION SYSTEMS

## KANABEC COUNTY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Executive Director  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# SOFTWARE ATTACHMENT

<b>Attachment Number:</b>	4
<b>Description of Software:</b>	Zend Server
<b>Owner of Software:</b>	PerForce Software Headquarters 400 First Avenue North #200 Minneapolis, MN 55401 (612) 517-2100 www.zend.com
<b>Date Began Use:</b>	
<b>Department used by:</b>	Assessors, Auditor Treasurers, MIS, Payroll, Human Resources and potentially other departments per county requirements.
<b>County Contact Person:</b>	
<b>Comments:</b>	Zend runs MCIS built PhP applications. The software is licensed as freeware, but MCIS pays a yearly maintenance fee to receive support from the company.

The signing of this Attachment shall indicate satisfaction by the County as to receiving "adequate notice to the County of the proprietary nature and licensing agreements and conditions associated with each software system" as required by the Indemnification Agreement.

## MINNESOTA COUNTIES INFORMATION SYSTEMS

## KANABEC COUNTY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Executive Director  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# SOFTWARE ATTACHMENT

Attachment Number:	5
Description of Software:	DBU
Owner of Software:	ProData 2809 S. 160 <sup>th</sup> St. Ste 401 Omaha, NE 68130 (402) 697-7575 www.dodbu.com
Date Began Use:	
Department used by:	MIS
County Contact Person:	
Comments:	Database File Utility used by MCIS for troubleshooting issues on members system. Product is licensed directly to the member.

The signing of this Attachment shall indicate satisfaction by the County as to receiving "adequate notice to the County of the proprietary nature and licensing agreements and conditions associated with each software system" as required by the Indemnification Agreement.

## MINNESOTA COUNTIES INFORMATION SYSTEMS

## KANABEC COUNTY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Executive Director  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## **BY-LAWS**

### **ARTICLE I. DEFINITIONS**

The following terms shall have the meanings herein ascribed to them, unless the context in which they are used clearly indicates a different meaning:

- A. “Board” means the Board of the Minnesota Counties Information Systems (MCIS).
- B. “Agreement” means the Joint Powers Agreement creating the Minnesota Counties Information Systems
- C. “Members” means Governmental Unit is a Member of and Signatory to the Joint Powers Agreement.
- D. “Director” means a person selected by Member to serve on the Board.
- E. “Associate” means a Governmental Unit that is not a signatory member of the joint powers agreement but which purchases and receives services from MCIS through a service agreement.

### **ARTICLE II. BOARD MEETINGS**

- A. The regular meetings of the Board shall be held quarterly in July, October, January and April at such time and place as designated by the Board. Notice shall be posted and published in compliance with the Minnesota Open Meeting Law (MOML) at the office of MCIS. Directors and Alternates shall be provided with notice of all meetings in advance of the meeting.
- B. The annual meeting of the Board shall be in July. The annual meeting shall include the election of officers. At the annual meeting a schedule of regular meetings for the calendar year shall be adopted and shall be posted at the office of MCIS, which shall be the legal address of MCIS.
- C. Special meetings may be called by the Chair or Vice Chair, or upon the written request of three Members, for the transaction of business stated in the call for the special meeting. All meetings shall be conducted and noticed consistent with the requirements of the Minnesota Open Meeting law.



- D. A Chair, Vice-Chair, and Secretary-Treasurer shall be selected by majority vote of the members present at annual organizational meeting of the Board. Each officer shall hold office for two years. The Board may reappoint the same Director(s) to office for a maximum of three (3) consecutive terms in any one position. Following at least one term break in service as an officer, a Member may be elected to serve as an officer again.
- E. An agenda shall be sent to each Director at least five (5) days prior to each regular meeting of the Board. The agenda may be amended by majority vote of the members present at the Board meeting.
- F. Directors shall be entitled to one vote at meetings of the Board so long as they are in good standing. Proxy voting shall not be permitted. A duly appointed Alternate shall have the same voting rights as a regular Director in the absence of the Director. It shall be the responsibility of the absent Director to notify the Alternate of his/her inability to attend the meeting.
- G. A quorum at any meeting of the Board shall be a simple majority of the total number of Directors.
- H. Committees
  - 1. Special committees may be established by the Chair.
  - 2. Standing Committees: Standing committees may be appointed by the Board to address ongoing issues and concerns and shall meet at such times as necessary to carry on the business of such committee. The membership of each committee shall be determined at the annual meeting of the Board.
  - 3. Executive Committee: The Executive Committee shall be authorized to act on behalf of the Board between Board meetings on matters within the scope of the budget, personnel, budget recommendations, by-laws, recommendations, entering into contracts within parameters designated by the Board and other areas of authority specifically granted by the Board.



- I. The Board and its committees may hold meetings by alternative methods, including electronic or other methods, consistent with the requirements of the Minnesota Open Meeting law.

- J. Order of Business

The business of the Board shall be conducted in the following order:

1. Roll call, minutes, financial reports.
2. Consideration and approval of the agenda as recommended by the Chair, Vice-Chair or Executive Director.
3. Report of the Executive Director.
4. Report of Executive Committee or other appointed committee(s).
5. Agenda items.
6. Other matters which may properly come before the Board.
7. Adjournment.

The Board shall have the flexibility of modifying this order for a particular meeting, as it deems fit.

- K. Conduct of Business

1. Roberts Rules of Order

Board meetings shall be governed by Robert's Rules of Order to the extent that they are not inconsistent with law, the Joint and Cooperative Agreement, or these By Laws.

2. Suspension of Rules

Board rules may be suspended by a majority vote of the Board present.

3. Committee Reports

The adoption of a committee report by the Board shall have the same effect as the adoption of a motion.



### **ARTICLE III. BOARD DUTIES**

- A. The Board shall have the authority and responsibility to carry out the management, business and affairs of the MCIS, including but not limited to:
1. Exercise responsibility for the operation and financial condition of the MCIS.
  2. Ensure the efficient operation of the MCIS.
  3. Develop and ensure the effective administration of policies of the MCIS.
  4. Collect payment for services and other revenues.
  5. The hiring of the Director, approval of all job descriptions, and the final authority for all termination decisions. Authority for the hiring of other employees and all employee discipline, including termination subject to final review by the Board, shall be delegated to the Director and the Executive Committee.
  6. Prepare and approve the budget and preparation of the budget which shall be approved by the Board. The adopted budget, which shall describe projected income and expenditures, shall be provided to the directors and served on the Chief Executive or Board Chair of each Member within give (5) days of adoption, consistent with the terms of the Joint Powers Agreement.
  7. Approve disbursement of all MCIS funds for authorized expense. Make advance temporary authorization of necessary routine payments required for the efficient MCIS operations between Board meetings, to be ratified at the next Board meeting, including the payment of utilities. The payment of all wages, salaries of operating personnel and payroll deductions from same, shall be made in such amounts as authorized by the Board in fixing the amount of said wages and salaries.
  6. Designate such bank or banks where MCIS funds shall be deposited consistent with state law.



7. Provide for an audit at least once every two years of its financial records by a certified public accountant, a copy of which shall be provided to all signatories of the Agreement.
8. Rent, lease and purchase or otherwise procure or receive real or personal property.
9. Enter into contracts, leases and other agreements.
10. Monitor compliances with statutes and rules.
11. Hire such consultants as necessary for the effective operation of the MCIS.
12. Purchase a bond for officers dispersing funds for the MCIS.
13. Purchase errors and omissions insurance for staff and Board members.
14. Enter into service agreements with Associates for the provisions of services to be negotiated with MCIS for a fee.
15. Expend funds in accordance with procedures established by law for the expenditure of funds by Minnesota counties. Orders, checks, drafts and other legal instruments shall be approved by the Board or their authorized representative and signed by the Fiscal Agent and/or such person as shall be designated by the Board.
16. Authorize the Executive Director to enter into such contracts and purchase agreements between Board meetings as may be necessary and appropriate, subject to such financial and other limitations as may be set by the Board.

B. Conflicts of Interest

1. No Director shall be considered for staff employment.
2. No Director or any administrative member of MCIS shall use the resources, business, finances or contracts of MCIS for personal or financial gain.





C. Legal Notice

1. Notice of withdrawal must be served by certified mailed mail upon the Chair, accompanied by a certified copy of the appropriate resolution of the Member, authorizing and directing such withdrawal, and conditioned upon the following:
  - a. A member must give written notice prior to April 1<sup>st</sup> in order to withdraw effective January 1.
  - b. Upon effective withdrawal, the member shall continue to be responsible for all its unpaid obligations that it has accrued under the agreement.

**ARTICLE IV. CHARGES AND BILLINGS**

- A. The costs of participating in MCIS are determined based upon membership and usage and are generally divided into two:
  - (a) **Class 1 Charges.** These charges cover the costs of design and development of computer programs and systems and other capital or general operating costs. Members of MCIS pay such portion of the Class 1 charges as shall be established by the Board on an annual basis. These charges are included in the annual budget amount submitted to Members.
  - (b) **Class 2 Charges.** These charges are intended to cover the costs of system operation and maintenance on an "as requested" basis and the costs associated with other requested projects. The amount of such charges shall be determined by the Board and such amounts shall be computed on the basis of workload, costs utilized by each Member or Associate/Contracted User and special projects.
- B. If a new governmental unit becomes a Member, the Class 1 charges to be assessed to that new Member shall be determined by the Board at the meeting wherein admission of the applicant is voted on.
- C. Billings for all charges shall be issued to the Member or Associate/contracted user by MCIS and are due when rendered.



- D. Any Associate/Contracted User whose charges have not been paid within 60 days after billing shall be in default and shall not be entitled to use any software, facilities or other materials which have not been paid for, nor have access to any future release of MCIS Software, until such time as no longer in default. MCIS may take all appropriate legal means to collect charges billed upon authorization from the Executive Committee or the Board.
- E. Any Member whose charges have not been paid within 60 days after billing shall be in default and shall not be entitled to further voting privileges, nor to have its Director hold any office, nor to use any MCIS facilities, nor have access to any future release of MCIS Software, until such time as no longer in default. In the event that such charges have not been paid within 60 days after such billing, such defaulting Member shall be deemed to have given, on such 60th day, notice of withdrawal from Membership. Actual withdrawal shall not take effect for a period of ninety (90) days from the date of such notification. In the event of a bona fide dispute between the Member and the Board as to the amount which is due and payable, the Member shall nevertheless make such payment in order to preserve its status as a Member, but such payment may be made under protest and without prejudice to its right to dispute the amount of the charge and to pursue any legal remedies available to it.
- F. A member must provide notice no later than April 1 of its intent to discontinue or add any services for the following year. A member will be charged and shall be responsible for paying for same level of services for the following year unless notice of a change in service is provided by April 1.

## **V. OFFICERS**

- A. Prior to the annual meeting, the Chair shall request from the Directors that they submit their interest in becoming officers. A listing of all candidates expressing interest in being officers shall be circulated to the Directors prior to the annual meeting.
- B. At the annual meeting the Board in odd numbered years, shall elect the officers of the Board, consisting of a Chair, a Vice Chair, and a Secretary-Treasurer, to begin two-year terms beginning in January of even numbered years.
- C. The duties of each office are vested in the individual elected for that office and are not conveyed to an Alternate in the absence of the Director.



- D. A vacancy shall immediately occur in the office of any officer upon revocation of appointment, resignation, death or upon ceasing to be an employee of his/her Member Governmental Unit. Upon vacancy occurring in any office, the Chair shall appoint such position until the next meeting of the Board. If the vacancy is in the office of Chair, then the Vice Chair shall assume the duties of the Chair until the next meeting of the Board. At the next meeting, the Board shall then elect, from its Directors, a new officer to fill the vacancy.
- E. The Chair shall preside at all meetings of the Board and the Executive Committee. The Vice Chair shall act as Chair in the absence of the Chair. The Secretary-Treasurer shall act as Chair in the absence of both the Chair and the Vice Chair.
- F. The Secretary-Treasurer shall be responsible for keeping a record of all proceedings of the Board and Executive Committee, for supervision of all funds and financial records of MCIS through a Fiscal Agent and for such other matters as shall be delegated to that office by the Board.
- G. The Fiscal Agent shall be responsible for custody of all funds, for the keeping of all financial records of MCIS, and for such other matters as shall be delegated by the Board. Any person may be engaged to perform such services under the Fiscal Agent's supervision and direction, when authorized by the Board. Upon request of the Board, the Fiscal Agent shall post a fidelity bond or other insurance against loss of Organization funds in any amount approved by the Board, at the expense of the Organization.



#### ARTICLE VI. AMENDMENTS

These Bylaws may be amended by the affirmative vote of a majority of members present at the annual meeting or at any other meeting of the Board provided that: 1) the proposed amendment shall have been submitted in writing to all Directors for review at least fourteen (14) days prior to the meeting and; 2) the proposed amendment shall have had a first reading at the regular meeting of the Board immediately prior to the meeting at which action is taken on the proposed amendment.

Adopted: 10/20/2016

Board Chair Jan Clauson

Board Secretary: Diane Arnold

RRM: 246821



**Minnesota Counties Information Systems**  
413 SE 7th Avenue, Grand Rapids, MN 55744  
Phone 218-326-0381

---

## **MINNESOTA COUNTIES INFORMATION SYSTEMS JOINT AND COOPERATIVE AGREEMENT**

This Agreement is made and entered into pursuant to Minnesota Statutes, Section 471.59. The parties to this Agreement are Governmental Units as defined in subdivision 1, Section 471.59, as quoted in Article II, Section 6, below. This Agreement supersedes and replaces any and all previous joint and cooperative agreements related to the MCIS Organization between the parties. It shall commence January 1, 2017, with respect to all present members of MCIS and shall become effective with respect to all future members upon adoption.

### **I. GENERAL PURPOSE**

The general purpose of this Agreement is to provide for an organization through which the Parties may jointly and cooperatively provide for the establishment, operation and maintenance of custom computer applications, the support and management of information systems for the use and benefit of the Parties and related activities as may be authorized by the Board.

### **II. DEFINITION OF TERMS**

- 2.1. For the purpose of this Agreement, the terms defined in this article shall have the meanings given them.
- 2.2. Minnesota Counties Information Systems means the organization created pursuant to this Agreement, which organization is hereafter referred to as "MCIS."
- 2.3. "Member" means a Governmental Unit as defined by Minn. Stat. § 471.59 which enters into this Agreement pursuant to the process defined herein.
- 2.4. "Associate" means a Governmental Unit purchasing services from MCIS through an executed service agreement that are not signatories to this Agreement and are not members of MCIS.
- 2.5. "Governmental Unit" is defined by subdivision 1, § 471.59 of Minnesota Statutes.
- 2.6. "Good Standing" means payment of bills within sixty (60) days of due date and meeting all contractual obligations.
- 2.7. "Director" means the primary representative designated by the governing body of the Member of MCIS. Alternate means the secondary representative designated



by the governing body of the Member of MCIS to represent and act in the absence of the primary Director.

- 2.8. "Board" means the governing body of MCIS, consisting of one Director from each Member.
- 2.9. "Day" or "days" shall refer to calendar days. "Fiscal Year" shall be the calendar year.
- 2.10 "Class 1 charges" refers to charges intended to cover the costs of design and development of computer programs, systems and other capital or general operating costs. Members of MCIS pay such portion of the Class 1 charges as shall be established by the Board on an annual basis.
- 2.11 "Class 2 charges" refers to charges intended to cover the costs of system operation and maintenance on an "as requested" basis and the costs associated with other requested projects. The amount of such charges shall be determined by the Board and such amounts shall be computed on the basis of workload, costs utilized by each Member or Associate/Contracted User and special projects.

### **III. BOARD OF DIRECTORS**

- 3.1. The governing body of MCIS shall be its Board. Each Member shall be entitled to one vote. Each Member shall appoint one Director and may appoint up to two Alternates. An Alternate may attend the Board of Directors' meeting(s) and vote in the absence of the Director.
- 3.2. Directors and Alternates shall serve without compensation from MCIS, but this shall not prevent a Member from providing compensation for its Director or Alternates, if such compensation is authorized by such Member's Governmental Unit and by law.
- 3.3. Directors and Alternates shall be appointed to serve until their successors are appointed or until such time as they are no longer employed by or serving as an official of the Member Governmental Unit. Any Director or Alternate shall be subject to removal by the governing body of the Member appointing him/her, at any time. A vacancy of a Director or Alternate shall be filled by the governing body of the Member who appointed the Director or Alternate.
- 3.4. When the Member's governing body appoints a Director or an Alternate, it shall give notice of such appointment to MCIS in writing. Such notice shall include the



mailing address, e-mail address and phone number of any person so appointed. The contact information shown on such notices may be used as the official names and addresses for the purposes of giving any notice required by this Agreement or by the Bylaws of MCIS.

3.5. Ineligible Voting Period:

A Director or any Alternate of a Member shall not be eligible to vote on behalf of his/her Governmental Unit during the time that such Governmental Unit is in default on any contribution to MCIS or on any contract with it. During the existence of such default, such Governmental Unit shall not be counted in calculations for determining a quorum or for determining carrying of motions.

3.6. Officers and Committees:

The Board shall elect officers from its Memberships.

#### **IV. POWERS AND DUTIES OF THE BOARD**

4.1. The Board may adopt and follow such Bylaws as may be appropriate and consistent with this Agreement and law. Bylaws shall be adopted by and amended by an affirmative vote of a majority of members present at the annual meeting or at any other meeting of the Board provided that: 1) the proposed amendment shall have been submitted in writing to all Directors for review at least fourteen (14) days prior to the meeting and; 2) the proposed amendment shall have had a first reading at the regular meeting of the Board immediately prior to the meeting at which action is taken on the proposed amendment.

4.2. It shall take such action as it deems necessary and appropriate to accomplish the general purposes of the organization including the establishment of computer application and support and management information systems, engaging in the development and implementation of the necessary programs, therefore, acquiring any necessary site, purchasing any necessary supplies, equipment and machinery, employing any necessary personnel and operating and maintaining any systems for the handling of information processing and management information for the Members and for others. Any of the foregoing activities, or any other activities authorized by this Agreement, may be accomplished by entering into contracts, leases or other agreements with others, whenever the Board shall deem this to be advisable.



- 4.3. The Board shall have full control and management of the affairs of MCIS including the power to make contracts and service agreements as it deems necessary to make effective any power to be exercised by MCIS pursuant to this Agreement; to provide for the prosecution and defense or other participation in actions or proceedings at law in which it may have an interest; to employ such persons as it deems necessary to accomplish its duties and powers on a full-time, part-time or consulting basis; to conduct such research and investigation as it deems necessary on any matter related to or affecting the general purposes of the MCIS; to acquire, hold and dispose of property both real and personal as the Board deems necessary; and to contract for space, materials, supplies and personnel either with a Member or with a number of Members or elsewhere.
- 4.4. It may establish and collect membership dues.
- 4.5. It may establish and collect charges for its services to Members and to others.
- 4.6. It may enter into service agreements with Governmental Units that are not members through associate agreements and may charge fees other than for Members.
- 4.7. It may accept gifts, apply for and use grants or loans of money or other property from the state, or any other governmental units or organizations and may enter into agreements required in connection therewith and may hold, use and dispose of such moneys or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.
- 4.8. It shall cause a regular, periodic (not to exceed two years) independent audit of the books to be made and shall make a regular, periodic (not to exceed two years) financial accounting and report in writing to the Members. Its books and records shall be available for and open to examination by its Members at all reasonable times.
- 4.9. It shall establish the annual budget for MCIS as provided in this Agreement.
- 4.10. It may delegate authority to an Executive Committee between Board meetings. Such delegation of authority shall be by resolution of the Board and may be conditioned in such manner as the Board may determine.
- 4.11. It may accumulate and maintain reasonable working capital reserves and may invest and reinvest funds not currently needed for the purposes of MCIS. Such





investment and reinvestment shall be in accordance with and subject to the laws applicable to the investment of county funds.

- 4.12. It shall make its information processing and management information systems available to its Members, according to this Agreement.
- 4.13. It shall make all decisions concerning the availability and transfer of its data processing and management information systems to any entity.
- 4.14. It may pay the reasonable and necessary expense of officers, Directors and Alternates incurred in connection with their duties as such.
- 4.15. It may provide for any of its employees to be members of the Public Employees Retirement Association and may make any required employer contributions to that organization and any other employer contributions which counties are authorized or required by law to make.
- 4.16. It may purchase public liability insurance and such other bonds or insurance as it may deem necessary.
- 4.17. It may develop additional rules concerning the financing of MCIS and the disbursement of funds may be adopted by the Board providing they are not inconsistent with the provisions contained in this Agreement or State Statutes.
- 4.18. It may exercise any power necessary and incidental to the implementation of its powers and duties.

## **V. MEMBERSHIP**

- 5.1. Eligibility: Any Governmental Unit is eligible to apply for membership in MCIS.
- 5.2. To qualify for membership, a Governmental Unit must:
  - a. Have been a voting Member on or before January 1, 2006; or
  - b. Participate in the minimum service participation levels set annually by the Board of Directors.
- 5.3. Application for Membership:



- a. A Governmental Unit may make written application to the Board, through its Executive Director, no later than July 1 of the year prior to membership becoming effective January 1, including its interest in entering into this Joint Powers Agreement and contact information must also be included.
- b. Following application to MCIS, the Executive Committee or Governing Board shall provide the applicant with information regarding the budget obligations and the proportionate share of budget reserves the applicants will be required to contribute upon becoming a Member. A copy of this Agreement and the Bylaws shall also be provided to the applying Governmental Unit for review and consideration by its Governing Board.
- c. Thereafter, the authorized officer of the Governmental Unit shall file a duly authorized, executed copy of this Agreement, together with a certified copy of the resolution containing language to indicate full acceptance (without deviation) of this Agreement and the budget and reserve prior to membership becoming effective January 1. The resolution shall also list the names, addresses, e-mail addresses and phone numbers of the persons appointed to serve as the primary Board Director and up to two Alternates.

5.4. Approval:

A Governmental Unit shall be admitted as a Member upon a favorable vote of a majority of the Board and the payment of any budget reserve required by the Board. The Board may impose reasonable conditions upon the admission of new Members.

- 5.5. This Agreement shall be in effect for only those Members who have approved and signed it and whose membership has been approved by the Board.
- 5.6. All Members agree to abide by the terms and conditions of this Agreement, the Bylaws and the Policies or Procedures adopted by the Board.

**VI. INDEMNIFICATION AND HOLD HARMLESS**

- 6.1. MCIS shall be considered a separate and distinct public entity to which the parties to this Agreement have transferred all responsibility and control for the actions and practices taken pursuant to this Agreement. MCIS shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466.



- 6.2. MCIS shall fully defend, indemnify and hold harmless the Signatory Members and Directors against all claims, losses, liability, suits, judgments, costs and expenses by reasons of the action or inaction of the employees or agents of MCIS. This Agreement to indemnify and hold harmless does not constitute a waiver by any Party of limitations on liability under Minnesota Statutes Section 466.04.
- 6.3. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purposes of liability, all as set forth in Minnesota Statutes Section 471.59, subdivision 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.
- 6.4. The Parties to this Agreement are not liable for the acts or omissions of the other Party to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Party.

## **VII. FINANCIAL MATTERS**

- 7.1. The fiscal year of the MCIS shall be January 1 through December 31.
- 7.2. Annual Budget:
  - a. Each member shall notify the Board no later than April 1 of the year prior to the effective budget year of any changes to the services that it will be purchasing from MCIS during the next budget year. Any failure to notify the Board of changes will result in the member maintaining the same level of services for the next budget year.
  - b. A copy of the preliminary budget for the upcoming fiscal year shall be developed and forwarded to all Directors by mail and/or e-mail no later than one week prior to the July meeting for consideration by the Board.
  - c. Copies of the budget approved by the Board at the annual meeting shall be mailed, e-mailed or hand delivered to the Director of each Member no later than five (5) days after the Board meeting approving the budget.
  - d. The budget, including the Member’s contribution, shall be deemed approved by the Member and the budget contribution of the Member agreed to unless, prior to April 1<sup>st</sup> of the year prior to the effective budget



year, the Member provides written notice pursuant to Article IX of this Agreement that the Member is withdrawing from MCIS.

- 7.3. In addition to the annual budget and Member contributions, the Board shall have the authority to set charges for services (Class 2) based on usage and other factors determined by the Board.
- 7.4. Member Charges and Billings:
  - a. Billings for all charges shall be made by the Board or by their representative. Charges shall be due and payable upon billings being issued.
  - b. Member whose charges have not been paid within sixty (60) days after billing shall be in default and shall not be entitled to further voting privileges, nor to have its Director hold any office, nor to use any MCIS facilities, nor have access to any future release of MCIS Software, until such time as no longer in default.
  - c. Default and Withdrawal: In the event that billed charges have not been paid within sixty (60) days after such billing, such defaulting Member shall be deemed to have given, on such 60th day, notice of withdrawal from Membership. Actual withdrawal shall not take effect for a period of ninety (90) days from the date of such notification (150 days from the unpaid bill).
  - d. Billing Dispute: In the event of a bona fide dispute between the Member and the Board as to the amount which is due and payable, the Member shall nevertheless make such payment in order to preserve its status as a Member, but such payment may be made under protest and without prejudice to its right to dispute the amount of the charge and to pursue any legal remedies available to it.
- 7.5. MCIS funds may be expended by the Board in accordance with procedures established by law for the expenditure of funds by Minnesota counties. Orders, checks, drafts and other legal instruments shall be approved by the Board or their authorized representative and signed by the Fiscal Agent and/or such person as shall be designated by the Board.
- 7.6. Contracts shall be let and purchases shall be made in accordance with the legal requirements applicable to contracts and purchases by Minnesota counties.



## **VIII. OWNERSHIP OF ASSETS**

- 8.1. The MCIS Building and all of its contents are the property of MCIS.
- 8.2. All furniture, equipment, fixed assets, systems, software, contracts, leases or intellectual property developed or related to the operations of MCIS are owned by MCIS unless specifically designated to be the property of a Member or other entity pursuant to contract or agreement.

## **IX. WITHDRAWAL**

- 9.1. Notice of Withdrawal: Any Member may give written notice of withdrawal from MCIS no later than April 1<sup>st</sup>, effective at the close of the current fiscal year. Such notice shall be sent to the Executive Director at the legal address of MCIS.

The nonpayment of charges as set forth in § 7.4 or the refusal or declination of any Member to be bound by a term of this Agreement shall also constitute notice of withdrawal.

- 9.2. Effect of Withdrawal:
  - a. Upon effective withdrawal, the withdrawing Member shall continue to be responsible for its budget contributions (Class 1) for the balance of the fiscal year.
  - b. All Members and former Members shall remain responsible for all (Class 2) usage based and contracted charges upon withdrawal.
- 9.3. In the event that a Member withdraws from MCIS and that withdrawal does not result in the dissolution of MCIS, within two (2) years after the withdrawal, the Member shall forfeit any claim to any assets of MCIS. The sole exceptions to this shall be that the withdrawing Member shall have access to any Software developed for its use while it was a Member, in accordance with and subject to the provisions of Article X, § 10.4.
- 9.4. In the event that a Member withdraws from MCIS and MCIS dissolves within two (2) years of that withdrawal, the withdrawing Member shall retain its claims to any assets of MCIS, except that it shall not have access to any Software developed or



maintained during the period between its withdrawal and the dissolution of the organization.

## **X. DISSOLUTION**

### **10.1. MCIS shall be dissolved:**

- a. Whenever a sufficient number of Members withdraws from the Organization to reduce the total number of Members to less than three (3);  
or
- b. By a favorable vote of at least majority of the Board.

### **10.2. Upon dissolution the remaining assets of MCIS, after payment of all obligations, shall be distributed among the then existing Members and those former Members that had been members within the previous two-year period in proportion to their contributions, as determined by the Board, provided that computer Software prepared for such Members shall be available to them, subject to such reasonable rules and regulations as the Board shall determine.**

### **10.3. If, upon dissolution, there is a financial deficit, such deficit shall be charged to and paid by the Members and those former Members for the previous two-year period on a pro rata basis, based upon the budget contribution (Class 1) and contracted (Class 2) charges incurred by such Members and former Members.**

### **10.4. In the event of dissolution, or if a Member withdraws under Article IX, § 9.2, the following provisions shall govern the distribution of computer Software and licenses owned by the Organization:**

- a. All such Software and licenses shall be an asset of MCIS. As such it may be sold in order to meet the financial obligations of the organization. Members agree to abide by any existing licensing provisions, including, but not limited to, any licensing provisions identified in a separate existing or future indemnification agreement, or any conditions placed on such sale by the Board. In no case, however, will such sale prevent a Member from obtaining, using and maintaining the MCIS owned Software for its own use.
- b. A Member or former Member may use any Software developed for its use during its Membership upon (1) paying any unpaid sums due MCIS, (2) submitting a written request for such Software within three (3) months



of withdrawal and paying the costs of taking such Software, and  
(3) complying with reasonable rules and regulations the Board may make related to the taking and use of such Software. Such rules and regulations may include, but may not be limited to, a prohibition or restriction on the distribution and marketing of such Software outside the jurisdiction of the Member or former Member.

## **XI. DURATION**

This Agreement shall continue in effect indefinitely, unless terminated in accordance with its terms, or superseded by a subsequent Joint Powers Agreement specifically related to the purposes of this Agreement.

## **XII. GOVERNING LAW, FINALITY, SEVERABILITY**

- 12.1. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Minnesota. Any legal proceedings taken arising out of the terms and conditions of the Agreement shall be venued in the district courts of the State of Minnesota.
- 12.2. **Severability.** The provisions of this Agreement are severable. If any section, paragraph, subdivision, sentence, clause or phrase of the Agreement is held to be contrary to law, rule, or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
- 12.3. **Final Agreement.** It is understood and agreed that the entire agreement of the Parties is contained here and that this contract supersedes all oral or written agreements and negotiations between the parties relating to this subject matter. All items referred to in this Agreement are incorporated or attached and deemed to be part of the Agreement.
- 12.4. The Parties to this Agreement understand and agree that it may be amended from time to time as deemed necessary by the Parties and as may be required by law.



**Minnesota Counties Information Systems**  
413 SE 7th Avenue, Grand Rapids, MN 55744  
Phone 218-326-0381

---

### XIII. SIGNATURES AND COUNTERPARTS

This Agreement shall be executed by each Member separately, each of which version shall be deemed an original, but each of which shall constitute one and the same document. Counterparts may be filed with the Executive Director of MCIS which shall maintain them at its legal address.

IN WITNESS WHEREOF, the undersigned Governmental Unit has caused this Agreement to be signed and delivered on its behalf. In the process of:

\_\_\_\_\_  
*(Name of Governmental Unit)*

By \_\_\_\_\_

Title: \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_ Dated \_\_\_\_\_

Approved as to form and execution:

\_\_\_\_\_  
*(Attorney)* *Dated* \_\_\_\_\_

Accepted and approved by:

\_\_\_\_\_  
*(MCIS Chair)* *Dated* \_\_\_\_\_

RRM #246812



# 10:05am Appointment

## Item c.

July 21, 2020

### REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Eagleview (aerial flight) Contract	<b>b. Origination:</b> Assessor's Office
<b>c. Estimated time:</b> 10 minutes	<b>d. Presenter(s):</b> County Assessor Tina Von Eschen

**e. Board action requested:**

#### Resolution # - 7/21/20

**WHEREAS** Kanabec County is under contract for an aerial flight in spring of 2021; and

**WHEREAS** EagleView has provided us with an updated budget proposal to provide 556 square miles of 9" GSD/Orthomosaic and 25 square miles of 3" GSD as shown on the map, Disaster Response Program, Oblique Imagery Bundle with 3 years of Electronic Field Study Maintenance and Support, and Pictometry Connect; and

**WHEREAS** EagleView has provided us a proposal with ChangeFinder at a cost of \$8,925 to complete Building Outlines and perform Change Detection; and

**WHEREAS** the original proposal from December 1, 2017 estimated the 2021 flight to cost \$53,497.75; and

**WHEREAS** the most current proposal with updated technology estimates the 2021 flight to cost \$58,345 for an overall increase of \$4,847.25; and

**WHEREAS** the most current proposal with updated technology estimates the 2024 flight to cost \$54,180, a decrease of \$4,165; and

**WHEREAS** over the course of the contracted flights an increase of \$682.25 will provide the ChangeFinder outlines and change detection; and

**WHEREAS** this aerial photography meets the needs of the Assessor's Office, Sheriff's Office, and Highway Department; and

**WHEREAS** the Kanabec County GIS Committee met and fully supports the budget proposal being presented;

**THEREFORE BE IT RESOLVED** that the Kanabec County Board of Commissioners hereby approves and signs the updated budget proposal from EagleView.

**f. Background:** Currently we are under contract for a spring 2021 aerial flight. As with all technology EagleView now has improved imagery which equates to cost savings. In light of the savings they have produced a new proposal to add Building Outline and Change Finder functionality which will be extremely useful to the Assessor's Office. We met with the GIS Committee to discuss the new contract and the committee approved the new proposal.

Supporting Documents: None      Attached: ☒

**Date received in County Coordinators Office:**

**Coordinators Comments:**

\*\*\*\*\*THIS IS THE ORIGINAL 2021 FLIGHT PROPOSAL FROM 2017 CONTRACT THAT WAS APPROVED



## Budget Proposal

Proposal for: Kanabec County, MN  
Project Name: MCCC Imagery LTI  
Quote Number: Q-22131  
Contract Term: 6 Year(s)  
Number of Projects: 1

EagleView Rep: Dean Larson  
Phone Number: 612-201-1846  
Email: dean.larson@eagleview.com  
Expiration Date: 12/1/2017  
Targeted Capture: 2021-b-Spring

### Single Project Summary

1 Project over 6 year(s)

Flight #2 Total: \$53,497.75



This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.

Page 1 of 2



## Budget Proposal

Proposal for: Kanabec County, MN  
 Project Name: MCCC Imagery LTI  
 Contract Term: 6 Year(s)  
 Number of Projects: 1

EagleView Rep: Dean Larson  
 Expiration Date: 12/1/2017  
 Targeted Capture: 2021-b-Spring

### Flight #2

Qty	Product	List Price	Discount (%)	Subtotal
25	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	\$525.00	10	\$11,812.50
525	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	\$75.00	10	\$35,437.50
560	Tiles - Standard (9in GSD; JPG format) Per Sector	\$10.00	50	\$2,800.00
25	Tiles - Standard (3in GSD; JPG format) Per Sector	\$20.00	50	\$250.00
535	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	\$0.50		\$267.50
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	\$199.00		\$199.00
1	RapidAccess - Disaster Response Program	\$0.00		\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	\$0.00		\$0.00
3	Pictometry Connect - CA - 50	\$2,200.00	77.273	\$1,500.00
35	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	\$200.00	83.125	\$1,181.25
25	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	\$2.00		\$50.00
Flight #2 TOTAL:				\$53,497.75

TOTAL: \$53,497.75

This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.





## Budget Proposal

Proposal for: Kanabec County, MN  
Project Name: MCCC Imagery LTI EPP and EPC w/CF  
Quote Number: Q-60430  
Contract Term: 6 Year(s)  
Number of Projects: 2

EagleView Rep: Dean Larson  
Phone Number: 612-201-1846  
Email: dean.larson@eagleview.com  
Expiration Date: 7/31/2020  
Targeted Capture: 2021-b-Spring

### Multi-Project Summary

2 Projects over 6 year(s)

Flight #2 Total: \$58,345.00  
Annual Payments: \$19,448.33

Flight #3 Total: \$54,180.00  
Annual Payments: \$18,060.00



This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.



## Budget Proposal

Proposal for: Kanabec County, MN  
 Project Name: MCCC Imagery LTI EPP and EPC w/CF  
 Contract Term: 6 Year(s)  
 Number of Projects: 2

EagleView Rep: Dean Larson  
 Expiration Date: 7/31/2020  
 Targeted Capture: 2021-b-Spring

### Flight #2

Qty	Product	List Price	Discount (%)	Subtotal
25	Reveal Essentials+ Property	\$400.00	10	\$9,000.00
556	Reveal Essentials+ Community	\$70.00		\$38,920.00
556	Reveal Orthomosaic - Combined	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	\$0.00		\$0.00
1	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	\$0.00		\$0.00
3	Pictometry Connect - CA - 50	\$2,200.00	77.273	\$1,500.00
11900	ChangeFinder - Change Detection and Building Outlines; Digital Parcel File Provided	\$0.83	9.639	\$8,925.00
1	ChangeFinder - Project Fee	\$1,000.00	100	\$0.00
1	Pictometry CONNECTAssessment	\$5,000.00	100	\$0.00
Flight #2 TOTAL:				\$58,345.00

### Flight #3

Qty	Product	List Price	Discount (%)	Subtotal
25	Reveal Essentials+ Property	\$400.00	10	\$9,000.00
556	Reveal Essentials+ Community	\$70.00		\$38,920.00
556	Reveal Orthomosaic - Combined	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	\$0.00		\$0.00
1	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	\$0.00		\$0.00
3	Pictometry Connect - CA - 50	\$2,200.00	77.273	\$1,500.00
11900	ChangeFinder - Change Detection; Digital Parcel File Provided	\$0.44	9.091	\$4,760.00
1	ChangeFinder - Project Fee	\$1,000.00	100	\$0.00
Flight #3 TOTAL:				\$54,180.00

TOTAL: \$112,525.00

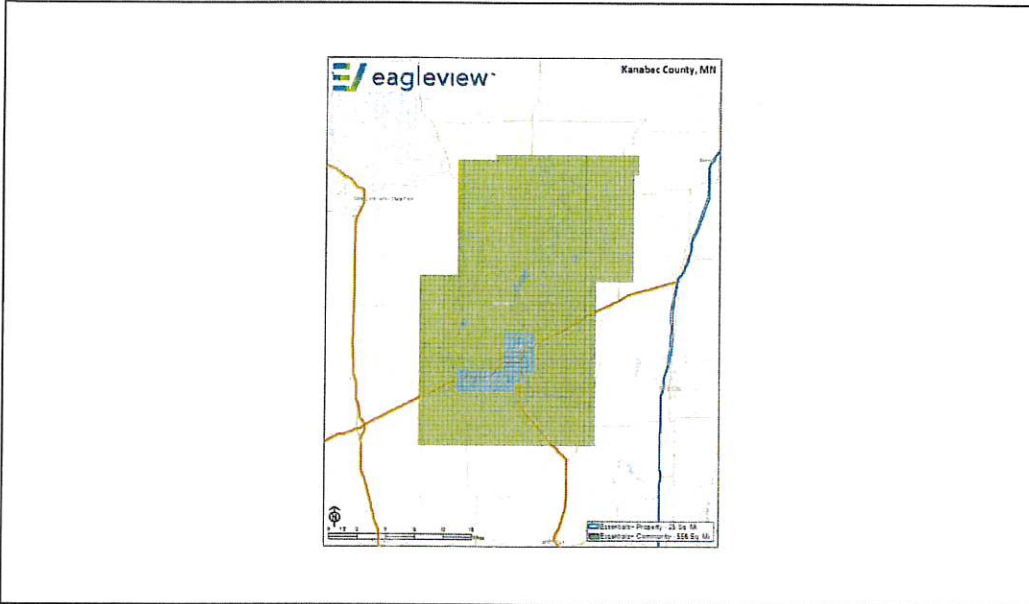
This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.



## Coverage Map

Proposal for: Kanabec County, MN  
Project Name: MCCC Imagery LTI EPP and EPC w/CF  
Contract Term: 6 Year(s)  
Number of Projects: 2

EagleView Rep: Dean Larson  
Expiration Date: 7/31/2020  
Targeted Capture: 2021-b-Spring



This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.

Page 3 of 3

**ORDER FORM BETWEEN  
PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND  
MINNESOTA COUNTIES COMPUTER COOPERATIVE ("MCCC") AND KANABEC  
COUNTY, MN ("PARTICIPATING USER")**

1. This order form ("Order Form") is entered into pursuant to the Master Products Agreement between Pictometry and MCCC dated August 3, 2015 ("Master Products Agreement").
2. This Order Form consists of the following:

Section A – Product Descriptions, Prices and Payment Terms  
Sector Map
3. Participating User hereby agrees to the terms and conditions of this Order Form and the Master Products Agreement, including but not limited to, the Pictometry License Terms as defined and set forth in the Master Products Agreement.
4. MCCC hereby agrees to pay the Fees specified in Section A of this Order Form in accordance with the stated payment terms and accepts and agrees to abide by the terms and conditions of this Order Form and the Master Products Agreement.
5. In consideration of, and subject to, payment by MCCC of the Fees specified in Section A of this Order Form, Pictometry agrees to provide Participating User with access to and use of the products specified in Section A of this Order Form, subject to the terms and conditions set forth in this Order Form and the Master Products Agreement.
6. Non-appropriation of Funds. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:
  - a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;
  - b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and
  - c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of



this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

7. Upon entering into this Agreement, the parties desire to simultaneously amend an existing agreement between the parties dated December 1, 2017 ("2018 Agreement") in order to terminate their obligations with respect to the Second Project set forth in the 2018 Agreement at no cost or expense to either party.
8. All notices under this Order Form shall be in writing and shall be sent to the following respective addresses:

PARTICIPATING USER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
18 N. Vine Suite 271	25 Methodist Hill Drive
Mora, MN, 55051	Rochester, NY 14623
Attn: Karen McClellan, Tax Specialist	Attn: General Counsel
(320) 679-6460	Phone: (585) 486-0093 Fax: (585) 486-0098
MCCC NOTICE ADDRESS	
100 Empire Drive, Suite 201	
Saint Paul, MN 55103	
Attn: Lisa Meredith, Executive Director	
Phone: (651) 917-6996	

The parties may change their respective notice address by giving written notice of such change to the other parties at the other parties' then-current notice address.

This Order Form shall become effective upon execution by duly authorized officers of MCCC, Participating User and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

*[Signature page follows]*

**PARTIES:**

<b>MCCC</b>	<b>PICTOMETRY</b>
<b>MINNESOTA COUNTIES COMPUTER COOPERATIVE</b>	<b>PICTOMETRY INTERNATIONAL CORP.</b>
(entity type)	a Delaware corporation
<b>SIGNATURE:</b>	<b>SIGNATURE:</b>
<b>NAME:</b>	<b>NAME:</b>
<b>TITLE:</b>	<b>TITLE:</b>
<b>DATE:</b>	<b>EXECUTION DATE:</b>
	<b>DATE OF RECEIPT (EFFECTIVE DATE):</b>
<b>PARTICIPATING USER</b>	
<b>KANABEC COUNTY, MN</b>	
(entity type)	
<b>SIGNATURE:</b>	
<b>NAME:</b>	
<b>TITLE:</b>	
<b>DATE:</b>	

## SECTION A

## PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.  
25 Methodist Hill Drive  
Rochester, NY 14623

## ORDER #

C19312377

BILL TO
Minnesota Counties Computer Cooperative (MCCC)
Lisa Meredith
MCCC Executive Director
100 Empire Drive Suite 201
Saint Paul, MN 55103
(651) 917-6996
<a href="mailto:lisa@mccc.org">lisa@mccc.org</a>

SHIP TO
Kanabec County, MN
Karen McClellan, Tax Specialist
18 N. Vine Suite 271
Mora, MN 55051
(320) 679-6460
<a href="mailto:karen.mcclellan@co.kanabec.mn.us">karen.mcclellan@co.kanabec.mn.us</a>

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A136018	DLars	Triennial

## FIRST PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
556	Reveal Essentials+ Community	Provides ortho and oblique imagery at a Community level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$70.00		\$38,920.00
25	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$400.00	\$360.00 (10% - Long Term Incentive Discount)	\$9,000.00
11,900	ChangeFinder - Change Detection and Building Outlines; Digital Parcel File Provided	Building outlines are created from the most-nadir single-frame orthogonal image in a specified newer Pictometry imagery source and classified relative to a specified older imagery source. Pictometry delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.83	\$0.75 (9.639%)	\$8,925.00
3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions, Software License Agreement	\$2,200.00	\$500.00 (77.273%)	\$1,500.00
556	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.00		\$0.00

1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$1,000.00	\$0.00 (100%)	\$0.00
1	Pictometry CONNECT Assessment	Pictometry CONNECT Assessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$5,000.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
SUBTOTAL - FIRST PROJECT					\$58,345.00

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
556	Reveal Essentials+ Community	Provides ortho and oblique imagery at a Community level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$70.00		\$38,920.00
25	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$400.00	\$360.00 (10% - Long Term Incentive Discount)	\$9,000.00
11,900	ChangeFinder - Change Detection; Digital Parcel File Provided	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.44	\$0.40 (9.091%)	\$4,760.00



3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions, Software License Agreement	\$2,200.00	\$300.00 (77.273%)	\$1,500.00
556	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$1,000.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
SUBTOTAL - SECOND PROJECT					\$54,180.00
Thank you for choosing Pictometry as your service provider.			TOTAL	\$112,525.00	

<sup>1</sup>Amount per product = ((1-Discout %) \* Qty \* List Price)

## FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any applicable duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by MCCC, shall be paid by MCCC to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Order Form (and not subject to a good faith dispute by MCCC or any Participating User) are not paid within forty-five (45) days following the invoice due date, such unpaid amounts shall accrue, and MCCC shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, MCCC shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Order Form including, but not limited to, reasonable attorneys' fees and court costs.

### FIRST PROJECT

Due at Initial Shipment of Imagery	\$19,448.32
Due at First Anniversary of Shipment of Imagery	\$19,448.34
Due at Second Anniversary of Shipment of Imagery	\$19,448.34
<b>Total Payments</b>	<b>\$58,345.00</b>

### SECOND PROJECT

Due at Initial Shipment of Imagery	\$18,060.00
Due at First Anniversary of Shipment of Imagery	\$18,060.00
Due at Second Anniversary of Shipment of Imagery	\$18,060.00
<b>Total Payments</b>	<b>\$54,180.00</b>

## PRODUCT PARAMETERS

### FIRST PROJECT

#### IMAGERY

**Product:** Reveal Essentials+ Community  
**Leaf:** Leaf Off Less than 30% leaf cover

**Product:** Reveal Essentials+ Property  
**Leaf:** Leaf Off Less than 30% leaf cover

### CHANGEFINDER

**Product:** ChangeFinder - Change Detection and Building Outlines; Digital Parcel File Provided  
**Data Source - Base:** Pictometry Imagery  
**Data Source Year - Base:** 2019  
**Data Source - Comparison:** Pictometry Imagery  
**Data Source Year - Comparison:** 2021  
**Deck Identification:** Included in Building Outlines

**Regional Status Report Requested:**  
**Modified Technical Specifications:**  
**Parameter Changes**

Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable)

### CONNECT

**Product:** Pictometry Connect - CA - 50  
**Admin User Name:** Karen McClellan  
**Admin User Email:** karen.mcclellan@co.kanabec.mn.us  
**Geofence:** MN Kanabec (Primary Geofence)

### SECOND PROJECT

#### IMAGERY

**Product:** Reveal Essentials+ Community  
**Leaf:** Leaf Off Less than 30% leaf cover

**Product:** Reveal Essentials+ Property  
**Leaf:** Leaf Off Less than 30% leaf cover

## CHANGEFINDER

**Product:**

*Data Source – Base:*

*Data Source Year – Base:*

*Data Source – Comparison:*

*Data Source Year – Comparison:*

*Deck Identification:*

*Regional Status Report Requested:*

*Modified Technical Specifications:*

*Parameter Changes*

**ChangeFinder - Change Detection; Digital Parcel File Provided**

Pictometry Outlines

2021

Pictometry Imagery

2024

Included in Building Outlines

Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable)

## CONNECT

**Product:**

*Admin User Name:*

*Admin User Email:*

*Geofence:*

**Pictometry Connect - CA - 50**

Karen McClellan

karen.mcclellan@co.kanabec.mn.us

MN Kanabec (Primary Geofence)

## STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

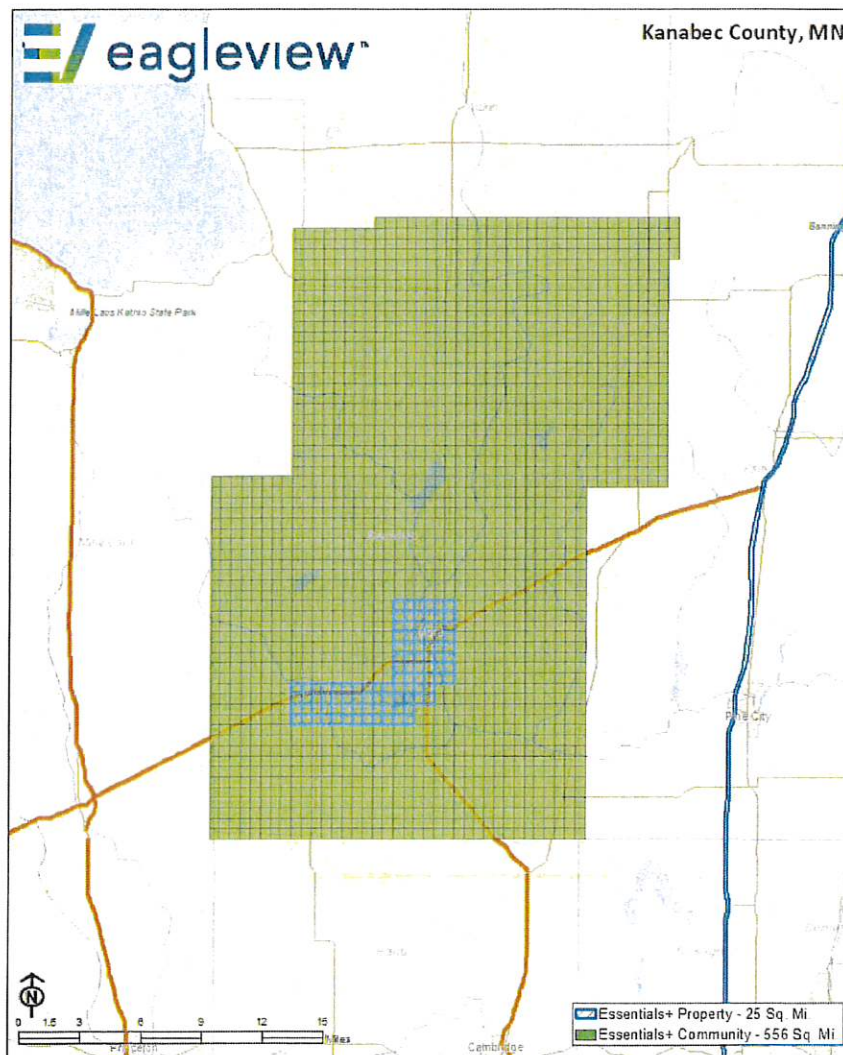
Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products

## RapidAccess—Disaster Response Program ("DRP")

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- ☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.
  - ☐ **Tornado:** areas affected by tornadoes rated EF4 and higher.
  - ☐ **Terrorist:** areas affected by damage from terrorist attack.
  - ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
  - ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. **Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

MAP(S)





# 10:05am Appointment

## Item d.

July 21, 2020

---

### REQUEST FOR BOARD ACTION

<b>a. Subject:</b> CBAE Meeting follow-up: Hoffman	<b>b. Origination:</b> Assessor's Office
<b>c. Estimated time:</b> 5 minutes	<b>d. Presenter(s):</b> County Assessor Tina Von Eschen

**e. Board action requested:**

Follow-up to questions posed at the CBAE – discussion only

---

**f. Background:**

Supporting Documents: None ☒ Attached:

**Date received in County Coordinators Office:**

**Coordinators Comments:**

# 10:05am Appointment

## Item e.

July 21, 2020

---

### REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Welia Health Property Taxation Follow-Up	<b>b. Origination:</b> Assessor's Office
<b>c. Estimated time:</b> 5 minutes	<b>d. Presenter(s):</b> County Assessor Tina Von Eschen

**e. Board action requested:**

Update on dates – discussion only

---

**f. Background:**

Supporting Documents: None ☒

Attached:

**Date received in County Coordinators Office:**

**Coordinators Comments:**

# 10:45am Appointment

July 21, 2020

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Online Land Sale Demonstration	<b>b. Origination:</b> Auditor/Treasurer's Office
<b>c. Estimated time:</b> 20 minutes	<b>d. Presenter(s):</b> Robbie Anderson, Deputy Auditor, Property & Tax

**e. Board action requested:**

Ask questions Public Surplus representative and watch demo of online auction company.  
Approve additional parcel to tax forfeit sale list.

---

**f. Background:**

The online auction company will present a video demo and a representative will answer questions via WebEx.

There is an additional parcel in the City of Ogilvie that I would like to add to our sale. It does not require DNR approval.

The parcel on Pocket Knife Lake that we had cleanup on does require DNR approval since it is on public water and has about 500' of shoreline.

Supporting Documents: None    Attached: ☒

**Date received in County Coordinators Office:**

**Coordinators Comments:**

**Roberta Anderson**

---

**From:** Linsey A Bartels <linseybartels@thepublicgroup.com>  
**Sent:** Monday, July 6, 2020 11:51 AM  
**To:** Roberta Anderson  
**Cc:** Roberta Anderson  
**Subject:** Public Surplus - Have you heard? Public Surplus Sells Real Estate

Roberta,

Sell your real estate online with Public Surplus! Selling real estate on the courthouse steps are becoming a thing of the past. Many agencies have proven that using Public Surplus and our online propitiatory auction process for selling their properties has been an invaluable decision to expand exposure of their sales. Public Surplus is already a leader in the online auction industry and continues to broaden its presence in the Real Estate Market.

Types of Properties Sold on [PublicSurplus.com](http://PublicSurplus.com):

- Commercial Property
- Residential Property
- Tax Foreclosures and Non-Tax Foreclosures
- Imperfect/Distressed Properties such as "swampland"
- Land/Parcels/Lots

Public Surplus will train you and your staff on loading real estate auctions and will assist you throughout the process. Our Client Support team together with our Marketing Team, will customize an auction plan to help make your real estate sales a success.

#### Why Choose Public Surplus?

With the powers and capabilities of our online platform, we can create your auctions to fit your needs. We use our own propitiatory software that allows us to customize to your specifications, unlike our competitors who purchase their software and are thus limited to provide that customization.

No need to pay real estate commission fees or auctioneer fees, in other words free to you the agency, and we reduce the premium to the buyer for any real estate transactions.

Our solution is easy on the budget. There is no cost to your agency when selling on Public SurplusTM. Free registration, free listing and free payment collections. All fees are paid by the buyer in the form of a buyer's premium, and the agency will not be charged anything.

The Public SurplusTM online auction system was created with unique capabilities exclusively for public agencies. We are confident that our solution will generate more revenue, increase transparency, and reduce the overhead of your surplus operations. I have listed just a few of the many features that thousands of government agencies are taking advantage of today. I look forward to discussing these with your agency.

#### Features:

- **Comply with state, federal, and local regulations:** Designed specifically for government agencies you can rest assured that we designed our system to meet and exceed all regulations regarding surplus disposal for your agency.
- **Simplicity:** Simple navigation and ease of use, all without sacrificing powerful functionality.
- **Large/Qualified Buyer Database:** Increase the number of buyers from your own community and combine them with the largest database of qualified buyers for government agencies.
- **Increase Revenue** - typically 30% - 60% more net revenue when compared to live auctions. We consistently out perform our online competitors as well.
- **NO COSTS:** Our solution is easy on the budget. There is no cost to your agency when selling on Public SurplusTM. Free registration, free listing and free payment collections. All fees are paid by the buyer in the form of a buyer's premium and the agency will not be charged anything.
- **NO commitment required:** With a no cost solution many agencies don't require a contract and can use us on an at will basis. If a contract is required please ask us about one of our national cooperative contracts.
- **Auction Extensions:** Increase revenue and parity with our auction extensions. Everyone has an equal chance to compete while driving up the prices of your auctions.
- **Specific and Customized Reporting:** Our reporting solution is second to none. Let us surprise you with just how comprehensive and simple it is to pull auction data.
- **Payment Collections:** Let us take away the hassle of collecting payment from buyers.. Buyers can pay via credit card and wire transfers for convenience and security.
- **Control:** Live auctions and many online solutions leave government agencies powerless when selling their surplus assets. Public SurplusTM gives you and your agency complete control. Set reserve pricing; retract auctions, and so much more.
- **Transparency:** Increased visibility coupled with increased access are a winning combination for government agencies. We know of no other online solution that offers the level of transparency Public SurplusTM does.
- **Customer Service:** Unmatched customer service. Your agency will have a dedicated support representative to assist you at anytime during business hours. Whether it be for training or just simple questions on the value of an item you are listing, our support representatives are there to assist your agency.

Regards,

Linsey Bartels  
 The Public Group  
 (801) 932-7000 x462  
[linseybartels@thepublicgroup.com](mailto:linseybartels@thepublicgroup.com)

R 2020 Mod? R 23.00730.00 Calc thru: 7/17/2020 MP#:

Taxpayer 12 Total: EMV 76,600 TMV Deeded acres  
STATE OF MINNESOTA

Dist: 2301 TIF Dist:

Plat: 23004 STATE SUBD.

Sect 26 Twnshp 039 Range 025 Lot Block

LOTS 21 &amp; 22 Subd:

Alternate

Escrow

EXEMPT - Tax Forfeit

Forfeited Parcel

Prop Address

101 GEORGE ST E OGILVIE MN 56358-

T Original Adj/Chg Payments Unpaid Bal

Net Tax

Special Asmt

Tot before P&amp;I

Penalty

Interest

Fees

\* \*Totals

F2=Tier F14=Legal F16=Notes F17=APINs F19=OtherNames F24=MoreKeys

A=GS B=ASM C=DQ E=TR F=SP H=THST I=PRASC J=COJ P=PA R=ADJ U=CAMA Y=CMP

City of Ogilvie

**Summary**

Parcel ID 23.00730.00  
 Property Address 101 GEORGE ST E  
 OGILVIE  
 Sec/Twp/Rng 26-039-025  
 Brief Tax Description Sect-26 Twp-039 Range-025 STATE SUBD. LOTS 21 & 22  
 (Note: Not to be used on legal documents)  
 Deeded Acres 0.00  
 Class 960 - (NON-HSTD) Tax Forfeit  
 District (2301) OGILVIE SCH 0333  
 School District 0333  
 Creation Date 07/21/1989

**Owner**

Primary Taxpayer  
 State Of Minnesota

**Buildings**

Building 1  
 Year Built 1897  
 Architecture 1.50 STORY  
 Heated Sq Ft 1080  
 Finished Basement Sq Ft  
 Construction Quality AVG D6  
 Condition N/A  
 Foundation Type  
 Frame Type WOOD FRAME  
 Size/Shape RECTANGLE  
 Exterior Walls WOOD  
 Windows N/A  
 Roof Structure GABLE  
 Roof Cover ASPH SHNGL  
 Interior Walls DRYWALL  
 Floor Cover CARPET; VINYL LAM  
 Heat FORCED AIR  
 Air Conditioning CENTRL AIR  
 Bedrooms 4  
 Bathrooms 1  
 Kitchen N/A  
 1st Floor Area Sq Ft 800  
 Ceiling N/A  
 Stories 0

**Land**

Seq	Code	CER	Dim 1	Dim 2	Dim 3	Units	UT	Unit Price	Adj 1	Adj 2	Adj 3	Adj 4	Eff Rate	Div %	Value
1	PLAT BLDG SITE	0	0	0	0	1.000	UT	13,000.000	1.00	1.00	1.00	1.00	13,000.000	1.000	13,000
2	PLAT SQ FT	0	100	165	0	16,500.000	SF	0.200	1.00	1.00	1.00	1.00	0.200	1.000	3,300
Total						16,500.000									16,300

**Extra Features**

Seq	Code	Description	Dim 1	Dim 2	Units	UT	Unit Price	Adj 1	Adj 2	Adj 3	Adj 4	% Good	Div %	Value
1	000167	DET GAR FAIR	22	20	440.000	SF	11.375	1.00	1.00	1.00	1.00	43.00	1.000	2109

**Sales**

Multi Parcel	IN	Q	Sale Date	Buyer	Seller	Sale Price	Adj Price	eCRV
N	WD	U	10/27/2008	AMBER & ADAM NYQUIST	HOMESALES INC	\$23,000	\$23,000	
N	WD	Q	06/22/1998	LUNDBERG	MORTENSEN	\$37,700	\$37,700	

# Agenda Item #1

## PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota  
County of Kanabec  
Office of the County Coordinator

### UNAPPROVED MINUTES

July 7, 2020

The Kanabec County Board of Commissioners met at 9:00am on Tuesday, July 7, 2020 pursuant to adjournment with the following Board Members present: Gene Anderson, Kathi Ellis, Dennis McNally, Craig Smith, and Les Nielsen. Others Present: Board Clerk Kris McNally, County Attorney Barbara McFadden, and Recording Secretary Kelsey Schiferli.

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

The Chairperson led the assembly in the Pledge of Allegiance.

Action #1 – It was moved by Craig Smith, seconded by Gene Anderson and carried unanimously to approve the agenda as presented.

Action #2 – It was moved by Dennis McNally, seconded by Les Nielsen and carried unanimously to approve the June 16, 2020 minutes with the following correction: Action #13, Les Nielsen was opposed.

Action #3 – Les Nielsen introduced a motion to approve the following paid claims:

<u>Vendor</u>	<u>Amount</u>
Kanabec County Auditor HRA	48,654.00
Kanabec County Auditor HRA	636.00
Kwik Trip Inc	4,806.34
Minnesota Energy Resources Corp	5,990.76
East Central Energy	1,113.55
Absolute Title	1,686.00
Collins, Jennifer	500.00
East Central Energy	219.98
Card Services	124.93
Life Insurance Company of North America	648.10
MNPEIP	149,118.00



Sun Life Financial	3,876.88
VSP Insurance Co	275.24
Mora Municipal Utilities	11,160.28
Spire Credit Union	2,617.29
MN Laborers Health & Welfare Fund	197.38
<b>16 Claims Totaling:</b>	<b><u><u>\$231,624.73</u></u></b>

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

**IN FAVOR THEREOF:** Gene Anderson, Kathi Ellis, Craig Smith, Les Nielsen  
**OPPOSED:** Dennis McNally  
**ABSTAIN:**

Whereupon the motion was passed.

Action #4 – It was moved by Gene Anderson, seconded by Dennis McNally and carried unanimously to recess the Board Meeting at 9:05am to a time immediately following the Public Health Board.

The Kanabec County Public Health Board met at 9:05am on Tuesday, July 7, 2020 pursuant to adjournment with the following Board Members present: Gene Anderson, Kathi Ellis, Dennis McNally, Craig Smith, and Les Nielsen. Public Health Director, Kathy Burski presented the Public Health Agenda.

Action #PH5 – It was moved by Gene Anderson, seconded by Les Nielsen and carried unanimously to approve the Public Health Board Agenda with the following changes: Remove #4, SHIP Grant.

Action #PH6 – It was moved by Les Nielsen, seconded by Craig Smith and carried unanimously to approve the following resolution:

## **Resolution #PH6 – 7/7/20**

Revised AmericInn Agreement Resolution

**WHEREAS** one of the essential services Community Health is expected to provide if it is needed is shelter, and

**WHEREAS** the AmericInn located at 1877 Frontage Road, Mora, Minnesota 55051 has agreed to assist with meeting this essential service, and

**WHEREAS** the costs associated with providing these essential services are expected to be reimbursable through FEMA or other Federal/State COVID-19 aid, and

**WHEREAS** the Agreement has been reviewed by Emergency Management, the County Attorney and Community Health; and

**WHEREAS** on May 18, 2020 this Board approved said Agreement, after which changes were made by the vendor.

**WHEREAS** approval of said changes are being requested.

**THEREFORE BE IT RESOLVED** that the Kanabec County Commissioners approve the revised Agreement with the AmericInn on a month to month basis and authorizes the Community Health Director to sign the Agreement at this time and ongoing monthly until these services are no longer needed.

Action #PH7 – It was moved by Dennis McNally, seconded by Gene Anderson and carried unanimously to approve the following resolution:

### **Resolution #PH7 – 7/7/20**

#### Central Minnesota Council on Aging Grant Resolution

**WHEREAS**, Kanabec County Community Health has been a recipient of Title III grant funding from the Central Minnesota Council on Aging for the Public Health Nurse Clinic; and

**WHEREAS**, Kanabec County Community Health is in possession of the Request For Proposal for Central Minnesota Council on Aging for the continuation of the Title III grant, and

**WHEREAS**, the Community Health Director recommends applying for the continuation grant for seniors being served through these programs.

**THEREFORE BE IT RESOLVED** to approve the Kanabec County Community Health Director to apply for the continuation grant for the Title III funds and to accept the grant and sign the Agreement with CMCOA if it is approved.

Action #PH8 – It was moved by Gene Anderson, seconded by Les Nielsen and carried unanimously to approve the payment of 64 claims totaling \$45,108.20 on Community Health Funds.

Action #PH9 – It was moved by Gene Anderson, seconded by Dennis McNally and carried unanimously to adjourn Public Health Board at 9:22am and to meet again on August 4, 2020 at 9:05am.

The Board of Commissioners reconvened.

Action #10 – It was moved by Les Nielsen, seconded by Gene Anderson and carried unanimously to approve the following claims on the funds indicated:

Revenue Fund	
Vendor	Amount
Ace Hardware	225.29
Ace Hardware	56.75
Advanced Correctional Healthcare	681.69
Anderson, Jeffrey	83.95
Anderson, Jeffrey	52.50
Anne M. Carlson Law Office, PLLC	195.50
Anne M. Carlson Law Office, PLLC	289.00
Anne M. Carlson Law Office, PLLC	93.50
Aquatic Solutions	4,043.27
Aspen Mills	228.60
AT&T Mobility	1,596.68
AT&T Mobility	89.26
Athey, Lisa	263.00
Bina & Guptil Law Firm	276.25
Bluebird Window Cleaning	1,600.00
Braham Motor Service Inc.	101.36
C & D Auto	526.58
CLH Properties LLC	2.00
Curtis, Michael	1,019.15
CW Technology	1,203.40
DM Stamps & Specialties	19.66
DM Stamps & Specialties	37.15
Doering, Carleen	263.00
East Central Exterminating	240.00
Enriquez, Alysha	263.00
FBG Service Corporation	6,410.24
FBG Service Corporation	584.80
Fiedler, Kaylynn	263.00
Field Traning Solutions	295.00
Further	669.60
Glen's Tire	2,506.20
Glen's Tire	77.80
Grainger	362.00
Grainger	(166.26)
Hartford-Priority Accounts	2,181.70
Hoefert, Robert	1,161.28
Johnson, Barbara	263.00
Johnson, Samuel	425.00
Johnson, Samuel	221.00
Johnson, Samuel	221.00

Johnston, Emily	263.00
Kanabec County Recorder	397.50
Kanabec Publications	23.36
Kanabec Publications	539.71
Kanabec Publications	29.58
Kanabec Publications	7.31
Kanabec Publications	508.56
Kanabec Publications	200.48
Kanabec Soil & Water Cons.	5,557.43
Lessard, Hillary	263.00
Made of Mora-PD Embroidery	45.00
Mattson, Pam	263.00
Meinen, Ron	2,692.40
Meta13	100.00
Mora Municipal Utilities	247.50
Motorola Solutions	12,918.48
NCVSO	350.00
Nelson, Jerald	63.25
Nelson, Ronette	381.23
Nordenstrom, Sara	263.00
Novus, Gary Fix & Son	70.00
Office Depot	54.44
Office Depot	21.34
Office Depot	95.99
Oslin Lumber	45.31
PD's Embroidery	357.36
PD's Embroidery	33.50
Pitman, Emily	263.00
Quadient Leasing USA	1,686.42
Ramsey County	1,490.00
Ratwik, Roszak & Maloney, PA	36.00
Regents of the University of MN	18,813.99
Reliance Telephone, Inc	537.50
River Valley Forensic Services, PA	400.00
RJ Mechanical	1,525.50
RJ Mechanical	791.00
Ruport, Robert	10.00
Sholtz, Dianna	263.00
Sholtz, Mark	263.00
Stellar Services	658.82
Summit Food Service Management	7,584.34

Sunshine Printing	53.20
Swan, Jessica	263.00
Tencate, Fredrick or Patricia	149.00
Thomson-Reuters-West	588.30
Tinker & Larson Inc	100.00
Tinker & Larson Inc	550.48
Van Alst, Lillian	963.65
VanGorden, Dylan	40.50
Verizon Wireless	210.06
Visser, Maurice	632.50
WCMP	180.00
Zamora, Ray	1,096.36
<b>93 Claims Totaling:</b>	<b><u><u>\$93,867.25</u></u></b>

### Road & Bridge Fund

<b>Vendor</b>	<b>Amount</b>
Ace	130.16
Auto Value	2,037.46
Beaudry Oil & Propane	9,463.32
BuckleyII	376.55
EATI	200.40
ESRI Inc	5,007.52
Federated Co-ops	1,842.01
Kanabec County Coordinator	258.98
Kanabec County Highway Department	45.00
Knife River Corp	631,751.32
Marco	188.00
Newman Traffic Signs	36,004.19
Northern States Supply	52.02
Northwest Laser & Instruments	66.37
Office Depot	102.68
Sanbeck, Deb	109.25
Sanitary Systems	140.00
Scott's Lawn & Landscapes	1,995.00
Tinker & Larson	52,039.40
Traffic Marking Service	148,545.96
USIC	595.00
Water Conservation Services	<u>540.85</u>

**22 Claims Totaling:**

**\$ 891,491.44**

Roberta Anderson, Deputy Auditor Property & Tax met with the County Board to discuss the 2020 Tax Forfeit Land Sale.

Chad Gramentz, Public Works Director met with the County Board to discuss a gravel contract.

Action #11 – It was moved by Les Nielsen, seconded by Craig Smith and carried unanimously to approve the following resolution:

### **Resolution #11 – 7/7/20**

**WHEREAS** certain road segments are in need of aggregate surfacing due to effects of the spring thaw, and

**WHEREAS** the Kanabec County Public Works Director has requested the addition of the following three roadway segments to the 2020 aggregate surfacing contract with Bjorklund Companies:

1. CR 10 – 2.0 miles from CR 26 to 210th Avenue.
2. CR 57 – 2.0 miles from CR 10 to TH 47.
3. CR 57 – 1.04 miles from Falcon Street to CR 59.

**WHEREAS** the additional quantity is 7,925 cubic yards stockpile volume of aggregate surfacing at \$12.49 per cubic yard for a total amount of \$98,983.25, and

**THEREFORE BE IT RESOLVED** to approve a contract amendment with Bjorklund Companies for 7,925 cubic yards stockpile volume of aggregate surfacing at 12.49 per cubic yard for a total amount of \$98,983.25.

Denise Snyder, County Auditor/Treasurer met with the County Board via WebEx to present a liquor license renewal.

Action #12 – It was moved by Dennis McNally, seconded by Gene Anderson and carried unanimously to approve the following resolution:

### **Resolution #12 - 7/7/20**

Liquor & Tobacco Licenses

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

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

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

**LIQUOR LICENSE RENEWALS 2020-2021  
KANABEC COUNTY BOARD - JULY 7, 2020**

<b>Establishment</b>	<b>LIQUOR</b>	<b>BEER</b>	<b>TOBACCO</b>
Eagles Cove Resort	On/Sun	-	-
Fish Lake Resort & Campground	On/Off/Sun	-	Yes

Randy Ulseth, Weila CEO met with the County Board to discuss matters concerning Welia Health.

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

**Resolution #13 – 7/7/20**

Welia Health Bylaw Revisions

**WHEREAS**, pursuant to Minnesota Statutes, Chapter 376, as amended, the County Board of Kanabec County, Minnesota, has established a county hospital and has committed the care, management and operation of Kanabec Hospital to a hospital board consisting of nine 9 members; and

**WHEREAS**, the hospital board of Kanabec Hospital has changed the name to Welia Health; and

**WHEREAS**, the hospital board of Welia Health must be governed by a comprehensive set of bylaws in order to carry out the duties delegated to it by the county board; and

**WHEREAS**, the hospital board of Kanabec County dba Welia Health has prepared this set of restated bylaws for adoption by the county board of Kanabec County.

**NOW, THEREFORE**, the Kanabec County Board of Commissioners does hereby adopt these bylaws under which the Hospital Board shall operate.

Randy Ulseth, Welia CEO led a discussion regarding the impact of COVID-19 on Welia Health. He also discussed the progress on defining taxable areas of the hospital campus. Information only, no action was taken.

Roberta Anderson, Deputy Auditor Property & Tax continued the discussion regarding the 2020 Tax Forfeit Land Sale.

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

Charlie Strickland	Comments regarding the Health and Human Services Advisory Committee.
Chuck Cole	Comments regarding property lines and surveying of his property.

**10:53am** – The Chairperson closed public comment.

Roberta Anderson, Deputy Auditor Property & Tax again continued the discussion regarding the 2020 Tax Forfeited Land Sale. The Board expressed consensus to consider conducting the 2020 Tax Forfeited Land Sale by phone and/or online. Roberta will look into both options and report back to the Board.

Action #14 – It was moved by Gene Anderson, seconded by Craig Smith and carried unanimously to approve a consent agenda including all of the following actions:

### **Resolution #14a – 7/7/20**

#### **SCORE CLAIMS**

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

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

**WHEREAS** SCORE Funds appear adequate for the purpose;

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

Waste Management	\$3,057.59
Quality Disposal	\$3,176.20
Arthur Township	\$0.00
Total	\$6,233.79

### **Resolution #14b – 7/7/20**

#### **SCORE CLAIMS**

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

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

**WHEREAS** SCORE Funds appear adequate for the purpose;



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

Waste Management	\$3,533.90
Quality Disposal	\$2,549.22
Arthur Township	\$0.00
Total	\$6,083.12

Action #15 – It was moved by Craig Smith, seconded by Gene Anderson and carried unanimously to approve the following resolution:

## **Resolution #15 – 7/7/20**

**WHEREAS** Roberta Anderson, Deputy Auditor & Tax has presented the Kanabec County Board of Commissioners with a recommended list of parcels to be included in a tax forfeited property sale;

**BE IT RESOLVED** to set the minimum bids for the tax forfeited property sale as follows:

Number	Township	PID	Section	Legal Description	Acres	Conditions	Min Bid
1	Ann Lake	01.00270.00	14	N1/2 of SE1/4	80.00		\$120,000
2	Brunswick	03.00880.00	12	Pt SW1/4 of SW1/4. Beg at NE cor then W210', S to ctr of Groundhouse River, then Sely along ctr of river to pt where ctr of river inters E line of forty, then N along E line of forty to POB, ex road r/w	2.00	Groundhouse River, 210' m/l	\$50,000
3	Brunswick	03.01140.00	14	Pt SW1/4 of NE1/4	1.75	Old Station 65 gas station/bar	\$20,000
4	Brunswick	03.01200.00	14	Pt NW1/4 of NE1/4	3.86		\$20,000
5	Haybrook	07.00875.10	20	NE1/4 of NE1/4 of SE1/4	10.00		\$24,000
6	Haybrook	07.01175.40	27	NE1/4 of SW1/4 of NE1/4, incle/subj to 30' easement	10.00		\$20,000
7	Haybrook	07.01175.50	27	W1/2 of N1/2 of SW 1/4 of NE1/4, incl/subj to 30' easement	10.00		\$15,000
8	Hillman	08.01995.00	23	Raspberry Acres, Lot 5 Block 5, Pt NW1/4 of NW1/4	5.16	Subj to flowage easement Bk	\$24,000

						54 of Deeds, Pg 269-270	
9	Kroschel	11.01480.00	35	Pt SE1/4 of SE1/4, S 483' ex beg at SE cor of SE1/4 of SE1/4, then W along S line of said forty 418'. Then N & par to E line of said forty 313.5' then E par to S line of said forty 418' to E line of said forty then S along E line of said forty 313.5' to POB	10.00		\$28,500
10	Peace	12.00390.00	7	Pt SE1/4 of NE1/4, E 30 rods ex S 16 rods	12.00		\$35,000
11	Peace	12.02180.00	5	Village of North Mora, Lots 3, 4, 7 & 8, Block A	n/a		\$20,000
12	Peace	12.03550.00	28	Blackberry Acres, Lot 11 Block 2 Pt NW1/4 of NE1/4 & SE1/4 of NE1/4 & SW1/4 of NE1/4	8.90	Snake River, 550" m/l	\$50,000
13	Peace	12.04170.00	24	Pine View Beach North, Lot 1 Block 3 Pt NE1/4 of NE1/4	1.17		\$20,000
14	Pomroy	13.01185.00	25	W1/4 of NE1/4 of NE1/4	10.00		\$15,000
15							
16	Pomroy	13.01895.00	19	Pine View Beach North, Outlot A Pt Govt Lot 1	5.90	Pomroy Lake, 410' m/l	\$4,000
17	Southfork	14.00265.00	6	Pt NW1/4 of NW1/4, E 262' of W 1034' of N 450'	2.71		\$10,000
18	City of Mora	22.06275.00	11	Lake Park Addition, Lots 8, 9, 10, 11 & 13, Blk 3	n/a	Lake Mora, not public waters	\$1,000
19	City of Quamba	24.00185.00	35	Pt SE1/4 of NW1/4, Com at NW cor Lot 4, Blk 4 of Town of Quamba, S 150" to SW cor of Lot 6 Blk 4, W to W line, N 150', E to POB. 22691 Quamba St, Brook Park	0.85		\$5,000
20	City of Quamba	24.00200.00	35	Plat of Quamba, Lots 1 & 4, Blk 1 26355 Whited Ave, Brook Park	n/a		\$25,000
21	City of Quamba	24.00250.00	35	Plat of Qumaba, Lots 3 & 4, Blk 4 22723 Quamba St, Brook Park	n/a		\$13,500
22	City of Quamba	24.00255.00 & 24.00260.00	35	Plat of Quamba, Lots 5 & 6, Blk 4 22695/22705 Quamba St, Brook Park	n/a	City requests these parcels be sold together	\$35,000

**BE IT FURTHER RESOLVED** to reduce the minimum bid amounts by 25% for the following parcels that were previously offered for sale:

Number	Township	PID	Section	Legal Description	Acres	Conditions	Previous Min	Min Bid
23	Arthur	02.04780.00	24	Spring Brook Estates, Lot 12, Block 1	1.39		\$10,000	\$7,500
24	Grass Lake	06.01765.00	26	Pt NW1/4 of SW1/4, N 250' of W 160' of E 350', Address: 2621 115 Ave Braham	0.91		\$10,000	\$7,500
25	Kroschel	11.01505.00	36	NE1/4	160.00		\$120,000	\$90,000
26	Pomroy	13.00805.00	16	NE1/4 of SW1/4; & SE1/4	200.00		\$120,000	\$90,000
27	Pomroy	13.00800.00	16	W1/2 of NE1/4 incl easement	80.00		\$50,000	\$37,500
28	Pomroy	13.01065.00	23	S1/2 of S1/2 of N1/2 of SE1/4 of SE1/4, Landlocked	5.00		\$500	\$375
29	Pomroy	13.01135.00	24	N1/2 of N1/2 of N1/2 of NW1/4 of SE1/4, Landlocked	5.00		\$500	\$375
30	Southfork	14.00055.00	2	Pt W1/2 of NW1/4, Address: 1580 Eagle St, Ogilvie	3.20		\$25,000	\$18,750
31	Whited	15.00470.00	12	S1/2 of N1/2 of SE1/4 of SE1/4	10.00	Timber value \$1300	\$10,000	\$7,500
32	Whited	15.02435.00	28	Woodmor, E1/2 of Lot 14, Block 2	4.80	Timber value \$2500	\$12,000	\$9,000
33	Grasston	21.00325.00	12	John Runquists 2nd Addn, Lots 9 & 10, Block 2	n/a		\$2,500	\$1,875
34	Grasston	21.00605.00	12	Grasston Acres, Lot 16, Block 1	n/a		\$2,500	\$1,875
35	Grasston	21.00610.00	12	Grasston Acres, Lot 17, Block 1	n/a		\$2,500	\$1,875
36	Grasston	21.00615.00	12	Grasston Acres, Lot 18, Block 1	n/a		\$2,500	\$1,875
37	Grasston	21.00620.00	12	Grasston Acres, Lot 19, Block 1	n/a		\$2,500	\$1,875

Action #16 – It was moved by Craig Smith, seconded by Les Nielsen and carried unanimously to close the meeting at 11:37am pursuant to the Open Meeting Law, Minn. Stat. §13D.05, subd. 3(b) to discuss matters related to pending litigation which are attorney-client privileged and that are not public data under the Minnesota Government Data Practices Act. Those present during the closed portion of the meeting include Commissioners Gene Anderson, Les Nielsen, Kathi Ellis, Dennis McNally, and Craig Smith; as well as Attorney Dyan Ebert, County Coordinator & Personnel Director Kris McNally, County Attorney Barb McFadden, and County Coordinator's Assistant Kelsey Schiferli.

Action #17 – It was moved by Dennis McNally, seconded by Gene Anderson and carried unanimously to re-open the meeting at 12:01pm.

**12:01pm** - County Attorney Barb McFadden left the meeting.

The County Board held a discussion regarding the Knife Lake Rest Area.

Action #18 – It was moved by Gene Anderson, seconded by Les Nielsen and carried unanimously to notify MnDOT that the County is interested in proceeding with the process of acquiring the Knife Lake Rest Area Property and would like to meet to discuss the next steps.

The Board expressed consensus for Kathi Ellis to send a letter to MnDOT regarding the Knife Lake Rest Area Property.

County Coordinator Kris McNally led a discussion regarding the CARES Act.

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

## **Resolution #19 - 7/7/20**

**WHEREAS**, Governor Walz has taken executive action to authorize distribution of Federal CARES Act funds to Minnesota counties, townships and cities for relief efforts related to the COVID-19 pandemic, and

**WHEREAS**, the U.S. Department of Treasury and Minnesota Department of Revenue have provided guidance on eligible and ineligible expenses, as well as instructions for spending and reporting, and

**WHEREAS**, Kanabec County's intent is to maximize the relief impact of these funds both internally and across our County,

**BE IT RESOLVED** that the Kanabec County Board of Commissioners hereby approves acceptance of the CARES Act funds;

**BE IT FURTHER RESOLVED** that the Kanabec County Board of Commissioners orders the development of a CARES Act committee or committees to oversee fund expenditures and ensure compliance with related regulations;

**BE IT FURTHER RESOLVED** that no less than 10% of Kanabec County's Cares Act fund shall be disbursed to Kanabec County businesses in grant form through administration by the Kanabec County EDA (not limited to EDA participating townships).

The Board expressed consensus to appoint Kathi Ellis to the CARES Act Committee.

**12:37pm** – Les Nielsen left the meeting.

The Commissioners gave reports on the boards and committees in which they participate.

Future Agenda Items: Welia 501c3, PERA Representative, Jail Administrator Chris Bergwick & County Sheriff Brian Smith – Jail Expenses, Auditor/ Treasurer Denise Snyder – Succession Plan, EDA Director Heidi Steinmetz - Local Business Update.

Action #20 – It was moved by Gene Anderson, seconded by Craig Smith and carried unanimously to adjourn the meeting at 1:03pm and to meet again in regular session on Tuesday, July 21, 2020 at 9:00am.

*Signed* \_\_\_\_\_  
Chairperson of the Kanabec County Board of Commissioners,  
Kanabec County, Minnesota

*Attest:* \_\_\_\_\_  
Board Clerk

## Agenda Item #2

### Paid Bills

<u>Vendor</u>	<u>Amount</u>	<u>Purpose</u>	<u>Dept</u>
Blacks Excavating	13,500.00	CWP # 117 Mulford 02.00235.00	Auditor
Carda, Jeff	11,655.00	CWP # 118 Doering 12.01125.20	Auditor
Kadlec Excavating of Mora, Inc	17,000.00	CWP # 116 Linn 10.01430.00	Auditor
Minnesota Department of Finance	5,406.00	State Fees & Surcharges	Recorder
R & R Septic	15,000.00	CWP # 199 Wittman 10.00310.00	Auditor
Verizon Wireless	5,050.67	Monthly Service	Various
Juola, Jane	100.00	Driveway Permit Refund	Highway
Quality Disposal	164.25	Disposal Services	Highway
Minnesota Department of Finance	34.50	Real Est Assur./Torrens	State Revenue Fund
Minnesota Department of Health	1,062.50	Well Cert Fees	State Revenue Fund
Kanabec County Aud-Treas	4,699.53	Vehicle Leases	Various
Consolidated Communications	1,037.02	Utilities	Various
Kwik Trip Inc	5,529.75	County Gas Cards	Various
Midcontinent Communications	187.36	Utilities	Various
Minnesota Energy Resources Corp	3,635.67	Gas Utilities	Various
Chamberlain Oil	2,252.67	Shop Supplies	Highway
East Central Energy	174.62	Intersection Lighting	Highway
Card Services (Coborn's)	51.71	Wellness Snacks	Employee Wellness
Health Partners	6,295.26	Dental Insurance Premiums	Employee Benefits
<b>19 Claims Totaling:</b>	<b><u><u>92,836.51</u></u></b>		

# Agenda Item #3

## Regular Bills - Revenue Fund

### Bills to be approved: 7/21/20

Department Name	Vendor	Amount	Purpose
911 EMERGENCY TELEPHONE SYSTEM	IT SAVVY	<u>145.66</u>	Headset
		<b>145.66</b>	
ASSESSOR	Marco	<u>159.00</u>	Lease Agreement
		<b>159.00</b>	
AUDITOR	Kanabec Publications	1,192.26	Expiration of Redemption Notice & Envelopes
AUDITOR	Snyder, Denise	<u>17.40</u>	Disposable Pens
		<b>1,209.66</b>	
BUILDINGS MAINTENANCE	Assured Security	292.50	Lock & Labor Service Charge
BUILDINGS MAINTENANCE	East Central Exterminating	125.00	Service for the month of June
BUILDINGS MAINTENANCE	FBG Service Corporation	6,410.24	June 2020 Cleaning Services
BUILDINGS MAINTENANCE	Granite City Jobbing Co	125.81	Cleaning & Paper Supplies
BUILDINGS MAINTENANCE	Handyman's Inc	58.44	Filters
BUILDINGS MAINTENANCE	MEI Total Elevator Solutions	1,033.00	Elevator Repair
BUILDINGS MAINTENANCE	Quality Disposal	<u>388.36</u>	Solid Waste Fees
		<b>8,433.35</b>	
COMPUTER EXPENSES	MNCCC	<u>170.00</u>	IFS Update
		<b>170.00</b>	
COUNTY ATTORNEY	Bureau of Criminal Apprehension	120.00	CJDN Access
COUNTY ATTORNEY	RELX Inc DBA LexisNexis	187.58	Service for the month of June

		<u>307.58</u>	
COUNTY COORDINATOR	Office Depot	<u>31.41</u>	Office Supplies
		<b>31.41</b>	
COUNTY CORONER	Ingebrand Funeral Home	<u>430.00</u>	Removal & Transport
		<b>430.00</b>	
COURT ADMINISTRATOR	PD's Embroidery	<u>20.00</u>	Employee Recognition Jacket
		<b>20.00</b>	
EAST CENTRAL REGIONAL LIBRARY	East Central Regional Library	<u>79,806.50</u>	2nd half of 2020 Appropriation
		<b>79,806.50</b>	
ELECTIONS	Sea Change Print Innovations	4,184.67	P2020 Ballots
ELECTIONS	Snyder, Denise	<u>224.22</u>	Disposable Pens, Mileage, Dymo Labels
		<b>4,408.89</b>	
EMPLOYEE BENEFITS	Dearborn National Life Insurance Co	<u>751.85</u>	Short Term Disability Premiums
		<b>751.85</b>	
HUMAN RESOURCES	ECM Publishers	<u>261.00</u>	Employment Ads - HEO I & HHA
		<b>261.00</b>	
LAW LIBRARY	Matthew Bender LexisNexis	208.10	Law Library Invoice
LAW LIBRARY	Thomson-Reuters-West	<u>588.30</u>	Law Library Invoice
		<b>796.40</b>	
PROBATION & JUVENILE PLACEMENT	Minnesota Monitoring Inc	<u>330.00</u>	REAM GRANT June 2020
		<b>330.00</b>	
PUBLIC TRANSPORTATION	A and E Cleaning Services	550.00	Cleaning Timber Trails Offices



PUBLIC TRANSPORTATION	Auto Value Mora	105.08	Bus Parts
PUBLIC TRANSPORTATION	Braham Motor Service Inc	688.01	Bus Parts
PUBLIC TRANSPORTATION	Curtis, Michael	858.79	Volunteer Mileage
PUBLIC TRANSPORTATION	Glen's Tire	70.80	Bus Repairs
PUBLIC TRANSPORTATION	Hoefert, Robert	768.20	Volunteer Mileage
PUBLIC TRANSPORTATION	Kanabec Publications	188.00	Advertising
PUBLIC TRANSPORTATION	Marco	134.68	Printer Contracts
PUBLIC TRANSPORTATION	Midcontinent Communications	693.51	Utilities Mora
PUBLIC TRANSPORTATION	Milaca Chiropractic Center	80.00	DOT Physical
PUBLIC TRANSPORTATION	Nelson, Ronette	190.33	Volunteer Mileage
PUBLIC TRANSPORTATION	Novus, Gary Fix & Son	210.00	Bus Window Replacement
PUBLIC TRANSPORTATION	Quality Disposal	24.15	Solid Waste Fees
PUBLIC TRANSPORTATION	Van Alst, Lillian	669.88	Volunteer Mileage
PUBLIC TRANSPORTATION	Visser, Maurice	617.55	Volunteer Mileage
PUBLIC TRANSPORTATION	Zamora, Ray	970.60	Volunteer Mileage
		<b>6,819.58</b>	
SHERIFF	Aspen Mills	74.00	Uniforms
SHERIFF	Glen's Tire	5,488.65	Vehicle Repairs
SHERIFF	Office Depot	118.42	Office Supplies
SHERIFF	O'Reilly Auto Parts	90.49	Vehicle Parts
SHERIFF	State of Minnesota - BCA	780.00	Permit to Carry
SHERIFF	Tactical Solutions	544.00	Cert of Radar Units
		<b>7,095.56</b>	
SHERIFF - CITY OF MORA	Glen's Tire	48.00	Flat Repairs
		<b>48.00</b>	
SHERIFF - JAIL/DISPATCH	Advanced Correctional Healthcare	17,584.25	Pharmacy, On-site Medical Services, Supplies
SHERIFF - JAIL/DISPATCH	Bob Barker	49.15	Inmate Supplies
SHERIFF - JAIL/DISPATCH	Coborn's Inc	6.62	Inmate Medical Supplies
SHERIFF - JAIL/DISPATCH	FBG Service Corporation	584.80	June 2020 Cleaning Services

SHERIFF - JAIL/DISPATCH	G & N Enterprises	4,175.34	Lightbulbs
SHERIFF - JAIL/DISPATCH	Granite City Jobbing Co	629.70	Hand Sanitizer & Paper Towels
SHERIFF - JAIL/DISPATCH	Handyman's Inc	736.20	Filters
SHERIFF - JAIL/DISPATCH	Hospital Pathology Associates	250.00	Tissue Exam
SHERIFF - JAIL/DISPATCH	Medical Disposal Systems	210.04	Inmate Medical
SHERIFF - JAIL/DISPATCH	Phoenix Supply	1,800.00	Nitrile Exam Gloves
SHERIFF - JAIL/DISPATCH	Quality Disposal	199.35	Solid Waste Fees
SHERIFF - JAIL/DISPATCH	Reliance Telephone Inc	4,700.00	Canteen Phone Cards
SHERIFF - JAIL/DISPATCH	State of Minnesota Public Safety BCA	270.00	CJDN Access Fees
SHERIFF - JAIL/DISPATCH	Stellar Services	354.16	Canteen
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	3,781.55	Inmate Meals
		<b>35,331.16</b>	
SHERIFF - RESERVES	Kastenbauer, Paul	220.27	Reimbursement for Masks & Gloves
		<b>220.27</b>	
UNALLOCATED	Office Depot	27.09	Plastic Bags for Masks
UNALLOCATED	Rupp, Anderson, Squires & Waldspurger, F	1,287.22	Professional Services for April & May
UNALLOCATED	SHI	968.00	WebEx Subscriptions
		<b>2,282.31</b>	
VETERAN SERVICES	Kev's Depot	300.00	Feb 2020 Coffee Talk, Stenstrom Collision Donation
		<b>300.00</b>	
68 Claims Totaling:		<b>149,358.18</b>	

## **Agenda Item #3 - Road & Bridge**

### **Road & Bridge Claims for presentation to Kanabec County Board of Commissioners**

**July 21, 2020**

<b>Vendor</b>	<b>Amount</b>	<b>Purpose</b>
A and E Cleaning Services	1,300.00	Highway Dept Office Cleaning
A M Aggregate	3,521.14	Gravel
Ameripride	674.51	Uniforms and Supplies
Bjorklund Companies	3,653.44	Gravel
BlueTarp Financial	114.46	Repair Parts
Braham Motor Services	688.01	Repair Parts
Brock White	536.94	Repair Parts
BuckleyII	1,107.50	Gravel
Envirotech Services	7,082.64	Calcium Chloride
Fluegge's Ag	1,272.20	Repair Parts
Glens Tire	713.29	Tire Repair
Gopher State One-Call	51.30	Locates
Hjort	3,385.00	Ditch Cleaning
Johnson Hardware	99.96	Grass Seed
Kanabec County Petty Cash	52.50	Postage
Knife River	2,245.88	Gravel
Marco Inc	371.29	Printer Install
Med Compass	625.00	Hearing Tests
Nuss Truck	1,480.43	Repair Parts
Olson Power & Equipment	533.24	Repair Parts
Owens Auto Parts	238.66	Repair Parts
Sanitary Systems	140.00	Restroom Rental
USIC Locating	70.00	Locates
Westling, Nathan	36.40	Reimburse for white board
<b>23 Claims Totaling:</b>	<b>29,993.79</b>	

# Agenda Item #4

July 21, 2020

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Request for Approval to Change Dates & Location for Gambling Event	<b>b. Originating Department/Organization/Person:</b> Knife Lake Sportsmen's Club
<b>c. Estimated time:</b> 5 Minutes	<b>d. Presenter(s):</b> None

**e. Board action requested:**  
Approve the following resolution:

### Resolution #\_\_ – 7/21/20

**WHEREAS** on April 7, 2020 the Kanabec County Board of Commissioners approved a request by the Knife Lake Sportmen's Club for lawful gambling within Kanabec County, and

**WHEREAS** the at the time of the approval the application was complete, included all necessary documentation, appeared in accordance with County Policies and the applicant and facility owners were in good standing status with the County, and

**WHEREAS**, the Knife Lake Sportsmen's Club postponed the lawful gambling event due to the COVID-19 pandemic and are now requesting a change of date and location for their event, and

**WHEREAS** the applicant and updated facility owners are currently in good standing status with the County, and

**WHEREAS** the MN Gambling Control Board has provided guidance on the process for this change,

**BE IT RESOLVED** the Kanabec County Board of Commissioners approves the change of date and location for the Knife Lake Sportsmen's Club event to be held at Northwoods Steak House, 2732 Hwy 65 N, Mora, MN 55051 on February 6, 2021.

**f. Background:**

**Supporting Documents:** None: **Attached:** ☒

**Date received in County Coordinators Office:** 7/1/20

**Coordinators Comments:**

To: Kanabec County Coordinator's Office  
Kanabec County Board of Commissioners

From: Jean Viger, Knife Lake Sportsmen's Club Vice President

Date: June 30, 2020

Re: Date Change for Exempt Permit

---

In March the Knife Lake Sportsmen's Club presented a request to the Kanabec County Board of Commissioners for lawful gambling within Kanabec County. The application was approved. At our May meeting the KLSC voted to postpone the raffle.

The MN Gambling Control Board directed the KLSC to submit a written date change request explaining the reason for the change, the new date and whether the location has changed. The request must be signed and dated by both the CEO of the organization and the local unit of government having jurisdiction over the gambling location.

**The Original Request:** The Knife Lake Sportsmen's Club planned a fundraiser to raffle off an ATV/UTV at the Club's Annual Labor Day Pancake Breakfast on Saturday, September 5, 2020.

**The Change:**

The Knife Lake Sportsmen's Club Annual Winter Day of Fun, which includes Raffles and a Bingo event, to be held on February 6<sup>th</sup>, 2021 at Northwood Steak House, 2732 Hwy 65 N, Peace Township, MN 55051.

Due to the Covid-19 restrictions the Club voted to postpone the original raffle. Most of our ticket sales come from bars, restaurants and local events, but with the restrictions on bars and restaurants and the cancellation of many events it would be difficult to sell enough tickets to have a profitable raffle.

Upon this change being approved, signed and dated the Gambling Control Board will send the KLSC an updated permit and financial reporting form.

Please place this request for approval on the agenda of your next board meeting.

If approved, please mail to me at 2659 Chris Haven Drive, Mora, MN 55051.

If there are any questions, please call me at 763-772-2840.  
Thanks for your consideration.

COUNTY APPROVAL

County Personnel \_\_\_\_\_

Title \_\_\_\_\_

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

KLSC

Signature \_\_\_\_\_

Title \_\_\_\_\_

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



jean viger &lt;jeanmviger@gmail.com&gt;

**X-02117**

1 message

**Lantto, Kim A (GCB)** <Kim.Lantto@state.mn.us>  
To: "jeanmviger@gmail.com" <jeanmviger@gmail.com>

Fri, Jun 19, 2020 at 8:33 AM

Once a new date has been determined (the new date must be within 1-year from the original activity date), the organization should submit a written date change request explaining the reason for the change, the new date and whether the location has changed. The request must be signed & dated by both the CEO of the organization and the local unit of government having jurisdiction over the gambling location. An updated permit & financial reporting form will be issued to the email address listed on the original application.

Feel free to reach out if you have any other questions!

**Kimberly Lantto | Licensing Specialist**

Minnesota Gambling Control Board

1711 West County Road B Suite 300 South

Roseville, MN 55113

Kim.Lantto@state.mn.us | 651-539-1912

-

Confidentiality/Data Privacy Notice: This email and any attachment(s) are for the sole use of the specifically emailed recipient and may contain information that is confidential, nonpublic, or private data. If you are not the intended recipient, any unauthorized review, use, disclosure, copying, or distribution of the information included in this message and any attachments is prohibited. If you have

# Agenda Item #5

July 21, 2020

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Restorative Justice Program	<b>b. Origination:</b> Attorney's Office
<b>c. Estimated time:</b> 5 minutes	<b>d. Presenter(s):</b> County Attorney Barb McFadden

**e. Board action requested:** Information Only

---

**f. Background:**

Supporting Documents: None ☒ Attached:

**Date received in County Coordinators Office:**

**Coordinators Comments:**

# Agenda Item #6

July 21, 2020

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> CMEMS Joint Powers Agreement (Revised)	<b>b. Origination:</b> Marion Larson, Regional EMS Coordinator
<b>c. Estimated time:</b> 5 minutes	<b>d. Presenter(s):</b> Kris McNally, Coordinator

**e. Board action requested:**

### Resolution #\_\_ – 7/21/20

#### Central Minnesota Emergency Medical Services Region

#### Revised Joint Powers Agreement Resolution

**WHEREAS,** Kanabec County is a member of the Central Minnesota Emergency Medical Services Region; and

**WHEREAS,** Central Minnesota Emergency Medical Services Joint Powers Board has presented revisions to the original agreement which require Kanabec County Board of Commissioners re-adoption;

**THEREFORE BE IT RESOLVED** that the Kanabec County Board of Commissioners adopts the revised Central Minnesota Emergency Medical Services Region Joint Powers Agreement.

#### **f. Background:**

From Marion Larson, "In the process of updating the Joint Powers Agreement for the Central Minnesota EMS Joint Powers Board, Pine County identified some statutory updates in the Whereas Clauses. The attorney also identified stylistic changes and some grammar issues that were not in the amended provisions.

Due to the updated language, the joint powers board agreement needs to go out for re-adoption amongst the counties. I apologize that this content change was not caught when we originally circulated this document. I've included both a PDF and Word documents for your review. The word document has the language changes from Pine County."

**Supporting Documents:** None      **Attached:** ☒

**Date received in County Coordinators Office:**

**Coordinators Comments:**



**CENTRAL MINNESOTA EMERGENCY MEDICAL SERVICES  
REGION  
JOINT POWERS AGREEMENT**

THIS JOINT POWERS AGREEMENT is made by and between the following governmental units organized and existing under the Constitution and laws of the State of Minnesota. Hereinafter ("parties"):

- County of Benton
- County of Cass
- County of Crow Wing
- County of Kanabec
- County of Mille Lacs
- County of Morrison
- County of Pine
- ~~County of Sherburne~~
- County of Stearns
- County of Todd
- County of Wadena
- County of Wright

WHEREAS, all parties to this Agreement believe in the strength and the support of Emergency Medical Services, and further believe that the most effective and efficient way to prevent disability and early death for the public is to join together with other organizations to improve access, delivery and effectiveness of the EMS system, promote systematic and cost-effective delivery of services, and identify and address system needs; and

WHEREAS, Minnesota Statutes, Section 471.59 provides that Minnesota counties, by agreement entered into through action of their governing bodies, may establish a joint powers board to exercise any power common to them or any similar powers; and

WHEREAS, Minnesota Statutes, Section 145A.03 ~~and Minnesota Statutes, Section 145A.09~~ provides that Minnesota counties may assume the powers and duties of community health boards, including the general responsibility for development and maintenance of an integrated system of community health services as prescribed in sections ~~145A.1109~~ to 145A.131; and

**Comment [RF1]:** 145A.09 was repealed in 2014. Most of the contents were incorporated into 145A.03

WHEREAS, Minnesota Statutes, Section 145A.02 provides that emergency medical care is included as a program category of community health services; and

**Comment [RF2]:** Sections 145A.09, 145A.10 and 145A.13 no longer exist. This updates it to the proper sections.

WHEREAS, Minnesota Statutes, Section 144E.50 provides that the Emergency Medical Services Regulatory Board shall designate eight regional emergency medical services systems and distribute annually to them, on a contract for services basis, money from the emergency medical services system fund; and

NOW THEREFORE in consideration of the mutual promises and agreements contained herein and subject to the provisions of Minnesota Statutes, Section 471.59, and all other applicable statutes, rules and regulations, the parties hereto agree as follows.

## **ARTICLE I PURPOSE**

The parties enter into this Central Minnesota Emergency Medical Services Region Joint Powers Agreement (hereafter "Agreement") for the purpose of establishing a joint powers board to govern a regional emergency medical services system, which shall be the Central Minnesota Emergency Medical Services Region (hereafter "the Region"), to develop and maintain an integrated system of emergency medical care, and to seek designation as a regional emergency services system by the Emergency Medical Services Regulatory Board, pursuant to Minnesota Statutes, Section 144E.50. Furthermore, the parties enter this agreement for the purpose of accomplishing the tasks as outlined in Minnesota Statutes, Section 144E.50, including, but not limited to:

- Identification of regional activities that address personnel training needs, transportation coordination, public safety agency cooperation, communication, systems maintenance and development, public and health care facilities involvement and system management
- Reimburse eligible emergency medical services personnel for continuing education costs

## **ARTICLE II NAME**

The name of the joint powers board created by this Agreement shall be the ***CENTRAL MINNESOTA EMERGENCY MEDICAL SERVICES REGION BOARD***.

### ARTICLE III JOINT POWERS BOARD

There is hereby created the Central Minnesota Emergency Medical Services Region Board (hereinafter Board). The Board shall be a legal entity, separate and distinct from its individual members. Consequently, the Board can sue and be sued in its own name, subject to the protections of Minnesota Statutes, Chapter 466. The Board shall not be deemed an agent or partner of any of its individual members and the members shall not be liable for the actions of the Board.

**Membership.** The membership of the Board shall consist of one member from each county that is a party to this Agreement. For the Parties signing this Agreement, representatives to the Board shall be selected by the governing body of each respective Party, and shall be certified to the Board within two weeks after all Parties have ratified this Agreement. Each board member shall be appointed to a two-year term. At the end of their terms, the member may be re-appointed by their respective governing body. Board members shall serve until their successors are appointed and ratified. All representatives selected by such governing bodies shall be elected officials. Each County may designate a deputy to assist its representative to the Board in the proceedings of the Region. The deputy may act in the absence of the member, including the exercise of all voting rights of the member. In the event of a vacancy due to the resignation of a member, it shall be the responsibility of that member's governing body to appoint a member to fill the remainder of that position's term.

**Voting.** Each member shall have one vote. A quorum shall consist of a majority of the board members or their deputies. A quorum must be present in order for the Board to vote on any matter. A simple majority of the quorum is needed to pass any matter before the Board, except matters concerning the adoption or amending of the bylaws. The Board shall adopt bylaws, which shall govern the operation of the Board and shall initially be adopted by an affirmative vote of a majority of the full membership of the Board. Thereafter, the bylaws may be amended by an affirmative vote of a majority of the full membership of the Board.

#### **ARTICLE IV RESPONSIBILITIES OF THE JOINT POWERS BOARD**

The Board shall be empowered and shall be responsible for managing all the affairs of the Central Minnesota Emergency Medical Services Region (hereinafter Region) and doing all things necessary or convenient to further the purposes of the Region, including but not limited to:

- Expending and receiving funds
- Applying for and accepting grants as permitted by Minnesota law
- Entering into contracts for the provision or operations of services to EMS providers
- Entering into contracts for leases and other agreements
- Renting, leasing, purchasing and other-wise procuring or receiving real or personal property
- Employing personnel either as employees or by contract
- Supervising Region personnel
- Employing consultants such as attorneys, auditors, accountants and others
- Adopting and amending annual budgets together with a statement of the sources of funding

The Board shall be empowered and is required to assure compliance with the Minnesota Government Data Practices Act and compliance with other applicable rules and procedures that relate to the use, security, dissemination, retention and destruction of records and maintain confidentiality of information that is not otherwise exempt as provided by law. The Board's Responsible Authority, for purposes of the Agreement and pursuant to the Minnesota Government Data Practices Act, is the Chair of the Board. The Board's Data Practices Compliance Official, for purposes of the Agreement and pursuant to the Minnesota Government Data Practices Act, shall be that person appointed by the Board from time to time from regional staff.

#### **ARTICLE V BYLAWS AND OPERATING PROCEDURES**

The Board shall adopt bylaws, which, in addition to this Agreement, shall provide for the operation and administration of the Region. The Board, at its discretion, may adopt Operating Policies and Procedures to direct and document specific activities of the Region.

The Board shall adopt bylaws, which shall govern the operation of the Board and shall initially be adopted by an affirmative vote of a majority of the full membership of the Board. Thereafter, the bylaws may be amended if a majority of the full membership of the Board vote in favor of the amendments. Such action is only authorized at a duly

called and held meeting of the Board for which (7) seven days prior written notice of such meeting is given, setting forth the proposed bylaws' revisions with explanations. In the event there is any conflict between the terms of the bylaws and the Operating Policies and Procedures, the bylaws shall prevail.

## **ARTICLE VI MEETINGS OF THE JOINT POWERS BOARD**

The Board shall hold regular meetings at least quarterly. At the first such regular meeting in each calendar year, the Board shall organize itself for the coming year, elect officers of the Board, set the times and places for holding regular meetings for the Board and transact such other business as may be necessary or appropriate.

Special meetings of the Board may be called by or at the request of the Chair, or in the Chair's absence, the Vice Chair, or any two (2) members of the Board. Notice of special meetings shall be given by the Secretary/Treasurer of the Board in writing by mail at least seven (7) days prior to the date of the meeting. Notice shall specify the date and hour of the meeting, the place of the meeting, and the business to be brought before the meeting.

Attendance of a majority of the members of the Board at a meeting constitutes a quorum for the transaction of business, except as otherwise provided by the bylaws. Every action or decision made by a majority of the Board members present at a meeting duly held at which a quorum is present shall be regarded as an act of the Board.

All meetings of the Board shall be conducted in accordance with the Minnesota Open Meeting Law, Minnesota Statutes, Chapter 13D, and amendments thereto.

The laws relating to official interest in contracts and conflicts of interest shall apply. It shall not constitute a conflict of interest for an employee, director or officer of a provider agency to serve as a member of the Board, provided such employee, director or officer abstain from deliberation, action or vote in specific respect to that agency's services and contracts between the Board and that provider agency.

## **ARTICLE VII ADVISORY COMMITTEE**

There is hereby created an Advisory Committee, which shall be responsible for overseeing the advisory operations of the Region. The Advisory Committee shall include:

- One EMS provider and an alternate selected by each of the member Counties within the Region



Representatives to the Advisory Committee shall serve two-year terms and must be appointed by Resolution of the respective County Boards. The representative County Joint Powers Board, as identified in this Article VIII, shall make appointment of the new representatives to the Advisory Committee.

Formatted: Strikethrough

Comment [TB3]: I believe that the appointment of new representatives to the Advisory Committee should be a function of the Joint Powers Board, following the initial appointment by the County Boards in setting up the Joint Powers Organization. In any event, as this provision was written it did not make sense, it did not reference an appropriate Article Number.

Formatted: Strikethrough

Formatted: Strikethrough

## ARTICLE VIII FUNCTIONS AND RESPONSIBILITIES OF THE ADVISORY COMMITTEE

The Advisory Committee shall be responsible for overseeing the everyday operations of the Region, including but not limited to:

- Implementing the goals and duties of the Region
- Implementing and coordinating contracts entered into by the Board
- Implementing the Annual Budget
- Overseeing the disbursement of funds received by the Board
- Complying with the Minnesota Government Data Practices Act and other applicable rules and procedures that relate to the use, security, dissemination, retention and destruction of records
- Maintaining confidentiality of information that is not otherwise exempt as provided by law

The Advisory Committee shall provide annual reports to the Board detailing the business affairs and conditions of the Region.

Members of the Advisory Committee shall actively support the mission and goals of the Region. This includes attending and participating in meetings, committees and other work.

## ARTICLE IX MEETINGS OF THE ADVISORY COMMITTEE

The Advisory Committee shall meet on an every--other--month basis, and shall set the time and place for holding such meetings of the Committee. The Committee shall provide for adequate and timely notice of the meeting. The Committee shall elect officers to assist in the efficient management of the Committee. The responsibilities of the officers shall be defined in the bylaws.

Attendance of a majority of the members of the Committee at a meeting constitutes a quorum for the transaction of business, except as otherwise provided by the bylaws. Every action or decision made by a majority of the Committee members present at a meeting duly held at which a quorum is present shall be regarded as an act of the Committee. Each member of the Committee members shall have only one vote.

All meetings of the Advisory Committee shall be conducted in accordance with the Minnesota Open Meeting Law, Minnesota Statutes, Chapter 13D, and amendments thereto.

The laws relating to official interest in contracts and conflicts of interest shall apply. It shall not constitute a conflict of interest for an employee, director or officer of a provider agency to serve as a member of the Committee, provided such employee, director or officer abstain from deliberation, action or vote in specific respect to that agency's services and contracts between the Committee and that provider agency.

## **ARTICLE X INTEGRATED FUND AND FISCAL MANAGEMENT**

An integrated fund is hereby established. The fund may consist of federal, state, local or private resources, cash or in-kind. Interest generated by the Integrated Fund shall be accounted for by the fiscal agent, and deposited into the Integrated Fund.

The Board shall seek to maximize federal, state and private grant and reimbursement funds for the benefit of the Integrated Fund. The Integrated Fund shall be under the authority of the Board and shall be administered by the County of Stearns, as fiscal agent for the Board. The Board and participating agencies shall comply with all terms and conditions set forth in federal and state laws, rules and regulations pertaining to generating and expending funds.

Liability for fiscal disallowance, sanction or audit exception account of funds shall be and remain the responsibility of the Board, provided, however, in the event the State of Minnesota shall recover reimbursement for disallowance, sanction or audit exception based on an act, or failure to act, attributable to a Party, such Party shall make reimbursement to the Board upon thirty days written notice.

To the extent required by Minnesota Statutes, Section -§16C.05, Subd. 5 (as may be amended), the Parties agree that any Party, the State Auditor, the Legislative Auditor or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other Parties and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the Agreement and for six (6) years after its termination or withdrawal. Yearly audits shall be a cost that is borne by the Board as part of its budget.

## **ARTICLE XI**

## AMENDMENT OR MODIFICATION OF THE JOINT POWERS AGREEMENT

Amendment or modification of this Joint Powers Agreement shall only be made upon action of the governing bodies of the signatories to this Agreement. Amendment or modification shall be made with the same formalities as were followed in this Agreement and shall include a written document setting forth the modifications and signed by the governing body of each signatory to this Agreement.

## ARTICLE XII TERM OF AGREEMENT/TERMINATION

This Agreement shall remain in effect until:

- A. Terminated by the mutual consent of the parties to the Agreement;
- B. Suspended or superseded by a subsequent agreement between the members; or
- C. Terminated by operation of law.

After termination, the Board shall continue to exist for the limited purpose of discharging its debts and liabilities, settling its affairs, and disposing of its property and surplus cash, if any.

## ARTICLE XIII WITHDRAWAL

A party to this Agreement may withdraw from this Agreement upon ~~sixty-one year (60) days~~ written notice to the Board. ~~One year written notice of withdrawal is not required if all parties mutually agree to allow a party to withdraw with a shorter notice.~~ The withdrawal of a Party shall not affect the continuance of the Board. Any member formally withdrawing shall not have any further liability or obligation to the members except as to actions, events or responsibilities arising or occurring before the effective date of withdrawal.

**Comment [MM4]:** While a notice of withdrawal may be sent to the board, any agreement to vary from the terms of this agreement would have to be an agreement between the parties and not the JPB.

Withdrawal by one Party member shall terminate as to that member only. The withdrawing party shall discharge all of its responsibilities, including accounting for funds allocated and expended up to the effective date of withdrawal, during the current term or any term of this Agreement. Such liability shall survive the withdrawal of the participating county until it is satisfied. The withdrawing party shall preserve all of its records which have been maintained from the inception of the initial term of this Agreement to the effective date of its withdrawal. Such records shall be retained no less than six (6) years from the effective date of withdrawal.

**Formatted:** Font: 12 pt

**Formatted:** Indent: Left: 0"



~~The liability of a member upon withdrawal, if any, shall be determined in accordance with the bylaws and other applicable requirements. The Board at its sole discretion may determine the nature and timing of any distribution of assets to a withdrawing member.~~

A withdrawing Party will not be eligible to apply to the Board for any new EMS services or programs.

#### **ARTICLE XIV Member Parties**

A Party agrees to abide by the terms and conditions of the Agreement, including but not limited to, the Joint Powers Agreement, ~~by laws, policies and procedures adopted by the Board~~ and any requirements of grants.

**Comment [MMS]:** The parties are typically never required to be held to the policies and procedures of the joint powers entity.

A new Party member may be added to the Joint Powers Agreement if the new Party is contiguous to the region and if all of the existing Parties County Board of Commissioners' approve of the addition. Both the existing Parties and new party shall adopt a resolution.

A new Party will not be eligible for funding or regional support until all resolutions have been adopted and upon the new Party executing the Agreement.

#### **ARTICLE XV TERMINATION**

Any member may petition the Board to terminate this Agreement. Upon 30 days written notice to the clerk of the governing board of each member, the Board shall hold a hearing and upon a majority vote of all members, the Board may by resolution recommend that the Agreement be terminated. The Resolution shall be submitted to the governing body of each member and if ratified by a majority of all of the governing bodies of all members within sixty (60) days, the Board shall terminate the Agreement, allowing a reasonable time to complete work in progress and to dispose of personal property owned by the Board.

#### **ARTICLE XVI DISPOSITION OF PROPERTY**

In the event this Agreement is terminated, sufficient reserves shall be retained and maintained consistent with the Board's obligations and known foreseeable risks under this Agreement, bylaws, and applicable laws or regulations. Upon termination, no assets or property shall be disposed of until payment or performance of all obligations arising out of this Agreement are complete.

Surplus property and assets will be distributed in accordance with any grantor agreements or agreements with the State of Minnesota or federal government. Absent any such agreements, the assets and property shall be distributed in proportion to the total contributions by the members and the State of Minnesota over the entire duration of this Agreement, or as the parties may otherwise agree and in accordance with any applicable state law. Any distribution or unused fund or surplus property would go only to Parties who are members on the effective date of the termination of this Agreement.

## ARTICLE XVII COVERAGE AND INDEMNIFICATION

The Board shall obtain and maintain liability coverage as a measure of protection for the Board, its officers, and employees in the performance of their duties arising from this Agreement and any bylaws or operating procedures. Liability coverage shall be maintained in accordance with Minnesota Statute Chapter 466.

The Board shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minn. Stat. Ch. 466.

The Board shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or the agents of the Board. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

Under no circumstances shall a Party be required to pay on behalf of itself or other parties, any amount in excess of the limits of liability established in Minnesota Statutes, Chapter 466, applicable to any third-party claim or action. The statutory limits of liability for some, or all, of the Parties may not be added together or stacked to increase the maximum amount of liability for any third-party claim or action.

## ARTICLE XVIII SAVINGS CLAUSE

If any section, subdivision or paragraph of this Agreement shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, subdivision or paragraph shall not invalidate or render unenforceable any of the remaining provisions hereof.

## ARTICLE XIX EFFECTIVE DATE

This Agreement shall be in full force and effect when all initial members sign this Agreement. All members need not sign the same copy. The signed Agreements, along with a certified copy of the resolution authorizing the Agreement, shall be filed with the Stearns County Administrator. The Stearns County Administrator shall notify all members in writing of its effective date and set a date and place for the Board's first meeting. Prior to the effective date of this Agreement, any signatory may rescind its approval.

## ARTICLE XX OTHER AGREEMENTS

This Agreement replaces and supercedes the Central Minnesota Emergency Medical Service Region Memorandum of Understanding and all prior Joint Powers Agreements relating to the Central Minnesota Emergency Medical Services Region.

**Comment [TB6]:** It is my understanding that this Joint Powers Organization has existed approximately 20 years and that this document is intended to replace the previous Joint Powers Agreement entered into the parties around 2013. Since this document is not entitled an Amendment and it already references the original MOU, it should also reference and replace the previous JPAs that this entity entered into.

**Comment [TB7R6]:**

IN WITNESS WHEREOF, the participating County Board, by resolution have caused this Joint Powers Agreement to be executed by their respective officers.

Date: \_\_\_\_\_ COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
(Name)  
Chair  
\_\_\_\_\_ County Board of Commissioners

ATTEST:

\_\_\_\_\_  
(Name)  
\_\_\_\_\_ County Auditor-Treasurer Clerk  
\_\_\_\_\_ County Board of Commissioners

Approved as to form and execution:

\_\_\_\_\_  
\_\_\_\_\_ County Attorney

# Agenda Item #7

July 21, 2020

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Coordinator's Report	<b>b. Origination:</b> Coordinator's Office
<b>c. Estimated time:</b> 10 minutes	<b>d. Presenter(s):</b> Kris McNally, Coordinator

**e. Board action requested:**

Information only:

- a. CARES Act update- An internal committee met on 7/15 to begin preliminary planning for development of processes to determine funding request eligibility under U.S. Treasury guidance, allocation amounts, disbursement procedures, and best tracking practices.

Three sub committees were established to take a focused approach to utilizing the funds:

Social Services (allowable individual supports),

Business/Non-Profits, and

Government (allowable internal reimbursements and infrastructure, as well as

support of other local government entities that did not receive a direct distribution)

Internal COVID-19 allowable expenses are being calculated and an update will be provided to the Board at the upcoming Board meeting to determine funding priorities.

- b. County Fee-Owned Land- The Exemption to split the Knife Lake lots has been approved and filed; and the Quit Claim Deed and Landscaping Encroachment Agreement with the adjoining land owner have been recorded. Staff is working with the land attorney on any options for the blue house/parcel.
- c. The insurance committee met and reviewed health plan RFPs from 4 different vendors (Blue Cross Blue Shield of MN, Medica, United Healthcare, Preferred One). Medica was the lowest bidder to date at a 28% increase over our current rates. We have not received our PEIP renewal numbers yet, but we anticipate a significant increase based on our claims history data. The 49ers Health and Welfare Fund representative hadn't responded to the initial inquiries from the broker, but has now responded and will be talking with the broker. We will provide an update at a future board meeting.
- d. CDL hiring and reporting requirements have changed. The County Engineer, HR Specialist and I have been working on creating a policy and will be bringing that to you for approval at a future board meeting pending the labor attorney's review. This excludes public transit CDL employees.

**f. Background:**

Supporting Documents: None ☒

Attached:

**Date received in County Coordinators Office:**

**Coordinators Comments:**