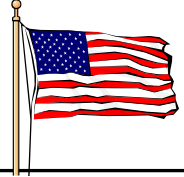




Kanabec County Board of Commissioners

Regular Meeting Agenda The Meeting of March 17, 2020

To be held at: County Board Room
(Room 164 at the main courthouse lobby, Maple Ave Entrance)
County Courthouse, 18 North Vine St, Mora, MN 55051



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

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

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

9:00am a. Pledge of Allegiance
b. Agenda approval

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

Family Services Board

9:30am Tina Von Eschen, Assessor - follow up on hospital taxation discussion

9:45am Randy Ulseth, Welia Health CEO- Kanabec Hospital d.b.a. Welia Health

10:30am Public Comment

10:45am Laura Krist, University of Minnesota Extension- summer assistant request

10:50am Chad Gramentz, Public Works Director

11:05am Kathy Burski, Community Health Director

Kris McNally, Coordinator/Personnel Director

Kate Mestnik, Health Promotion Coordinator

COVID-19 Scenario Planning & proposal of Public Health Emergency Policy for
County Employees

Other business to be conducted as time is available:

1. Minutes
2. Paid Bills
3. Regular Bills
4. SCORE Claims
5. 312 E Forest Avenue easement request
6. Knife Lake property counter proposal
7. Commissioner Reports
8. Coordinator's Report
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

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Kanabec County Family Services Board

Agenda

March 17, 2020

9:05 a.m.

1. **Agenda Approval** **Pg. 1**
2. **Presentation: Tim Dahlberg, Financial Supervisor – Able-Bodied Adults WD (ABAWD)**
-See attached Data **Pg. 2**
3. **Director's Report** **Pg. 3**
 - Staffing –Aging Services Social Worker position
 - Potential Legislative Changes to the Department of Human Services **Pg. 4-13**
 - See attached MN House Research - Direct Care & Treatment and SF 4128 Department of Direct Care and Treatment
 - Children's Defense Fund MN Data
-See attached information **Pg. 14**
 - Ongoing Number of Children in Placement
4. **Children's Respite Grant**
 - Action requested
 - See attached Grant Contract, Budget and resolution **Pg. 15-34**
5. **Welfare Fund Report**
-See attached report **Pg. 35**
6. **Financial Report**
-See attached report **Pg. 36-37**
7. **Abstract Approval**
-See attached abstract and board vendor paid list **Pg. 38-42**
8. **Other Business**
9. **Adjourn**

Able-Bodied Adults Without Dependents (ABAWD)

SNAP Data as of 2/21/20	
Total SNAP Cases	712
Cases with ABAWDs	127
Percentage	17.84%
Cases potentially impacted with 'categorical eligibility' change:	278
Percentage	39.04%
Total SNAP Cases Potentially Affected	405
Percentage	56.88%

Family Service Director's Report

March, 2020

Staffing

The Aging Services Social Worker position has been filled by Aliina Knickerbocker. She will complete her duties for the Mental Health Innovations grant and transition into working with the aging population in the next month or so.

Potential Legislative Changes to the Department of Human Services

Included in your packet is information on a bill introduced in the senate. The bill would in effect create a new Human Services Department called Direct Care and Treatment.

-See attached information

Children's Defense Fund Data

-See attached Kanabec County Children's Well Being data sheet

Ongoing Update on Number of Children in Placement

Last month we had 16 children in our care in out of home placements. We have 16 children in care this month compared to 16 last year for the same month. Teams are meeting regularly to identify permanent options for these children including reunification with their families with services. Kanabec County is not alone in this issue. We are up slightly over last year for the same month.

What is Direct Care and Treatment?

Direct Care and Treatment is a division of the Minnesota Department of Human Services (DHS) that delivers publicly funded residential, nonresidential, and treatment services to persons with complex needs. It provides services through state-operated programs for individuals who display complex conditions associated with mental illness, substance use disorder, developmental disabilities, traumatic brain injury, neurocognitive disorders, individuals who are committed to the Commissioner of Human Services as mentally ill and dangerous, and those who are committed as sexually dangerous persons or as having a sexual psychopathic personality.

Direct Care and Treatment provides services for clients at the Minnesota Sex Offender Program (MSOP), hospitals, treatment programs, and residential locations throughout the state, and through partial hospitalization, outpatient services, and mobile crisis teams.

What services are available?

Direct Care and Treatment services include inpatient and community-based services for adults with mental illness, specialized treatment services for individuals committed to the Commissioner of Human Services, and services to people with disabilities, including:

- **Services for adults with mental illness.** Direct Care and Treatment provides inpatient psychiatric services to adults at community behavioral health hospitals located throughout the state and at the Anoka Metro Regional Treatment Center. Residential, partial hospitalization, and outpatient services are also provided to adult mental health clients. These services are delivered in partnership with counties and community service providers.
- **Services for persons committed as Mentally Ill and Dangerous.** Direct Care and Treatment operates the **Minnesota Security Hospital (MSH)** in St. Peter, a secure treatment facility that provides treatment for adults and adolescents admitted under court orders for assessment and treatment of major mental disorders. MSH also operates transition services, and a forensic nursing home for persons in need of nursing home care and who are committed as mentally ill and dangerous, sexually dangerous persons, or as having a sexual psychopathic personality, or who are on medical release from the Department of Corrections.
- **Services for adults who pose a risk to public safety.** Direct Care and Treatment operates **Minnesota Specialty Health Systems** in residential community settings, in Brainerd, St. Paul, Wadena, and Willmar. The program provides intensive treatment to adults with complex needs and co-occurring disorders and identifies support services that will permit clients to live in a less structured setting.
 - **Minnesota Life Bridge Program.** The Minnesota Life Bridge Program provides short-term residential treatment and transition planning for individuals with developmental disabilities, and often co-occurring mental health or substance use disorder diagnoses, whose behaviors present a risk to public safety. The program provides services in four homes (community residential settings) throughout the state.

- **Competency Restoration Services.** Competency Restoration Services provides treatment and evaluation for individuals committed for competency restoration in criminal court with the goal of restoring individuals' capacity to participate in their criminal case or trial. Services are provided in St. Peter.
- **Minnesota Sex Offender Program.** MSOP provides inpatient services and treatment for individuals who are committed by the court as having a sexual psychopathic personality or as sexually dangerous persons. Facilities are located in St. Peter on the grounds of the Minnesota Security Hospital and in Moose Lake.
- **Chemical Addiction Recovery Enterprise (CARE).** CARE provides inpatient and outpatient treatment to persons with substance use disorders. CARE operates these programs in Anoka, Brainerd, Carlton, Fergus Falls, St. Peter, and Willmar, with some locations providing specialized care for certain populations.
- **Community Dental Clinics.** Five community dental clinics provide dental services to people with developmental disabilities, severe mental illness, or traumatic brain injury who would otherwise be unable to receive care from community providers. Clinics are located in Brainerd, Cambridge, Faribault, Fergus Falls, and Willmar.
- **Child and Adolescent Behavioral Health Services (CABHS).** CABHS provides acute inpatient psychiatric hospital services in Willmar for children and adolescents who need crisis stabilization, comprehensive assessment, and intensive treatment for complex mental illness and behavior disorders.
- **Minnesota Intensive Therapeutic Homes (MITH).** MITH provides services for children and adolescents with severe emotional disturbance and serious acting out behaviors, in the context of a family foster setting. Foster parents providing services are experienced, trained, and licensed, and cooperate with a comprehensive treatment team.
- **Minnesota State-Operated Community Services (MSOCS).**
 - **Residential services for individuals with developmental disabilities or acquired brain injury.** MSOCS provides residential support services to people with disabilities in state-owned or state-leased homes, licensed foster care settings, or in the person's own home. MSOCS also provides short-term crisis stabilization services.
 - **Day training and habilitation (DT&H) vocational services for individuals with developmental disabilities or acquired brain injury.** DT&H programs provide vocational training and support services to persons through a licensed work site or supported work site with job coaches.
- **Community support services.** Mobile teams throughout the state provide individualized, community-based clinical consultation and assistance to individuals with complex conditions, in order to assist with community living.

How are services funded?

To assure the availability of services for clients in need, some services are funded prospectively through a general fund appropriation. DHS also seeks reimbursement for these "appropriated" services from Medicare, Medical Assistance, private insurance, clients' personal funds, and other revenue sources, if available. Other services are funded through revenues collected from a variety of third-party payment sources, including private health insurance, Medical Assistance, counties, and other revenue sources available to clients.



Minnesota House Research Department provides nonpartisan legislative, legal, and information services to the Minnesota House of Representatives. This document can be made available in alternative formats.

Office of the Revisor of Statutes

SF 4128 as introduced - 91st Legislature (2019 - 2020) Posted on 03/05/2020 02:25pm

KEY: ~~stricken~~ = removed, old language. underscored = added, new language.

[Version List](#) [Authors and Status](#)

 Pdf  Rtf

Jump to page/line #

Current Version - as introduced

1.1 A bill for an act
 1.2 relating to state government; creating Department of Direct Care and Treatment
 1.3 and Office of Inspector General; transferring duties from Department of Human
 1.4 Services and other state agencies to new state agency and office; directing
 1.5 commissioners of health and human services to contract with third party to
 1.6 administer grant programs administered by Department of Health and Department
 1.7 of Human Services; directing commissioner of human services to contract with
 1.8 third party to review appropriations for information technology projects; requiring
 1.9 reports; providing for performance-based budgeting for Department of Human
 1.10 Services; amending Minnesota Statutes 2018, sections 15.01; 15.06, subdivision
 1.11 1; 15A.0815, subdivision 2; 16A.103, subdivision 1a; 16A.11, subdivision 3;
 1.12 43A.08, subdivision 1a; 256.974; 256.9742, subdivision 1; 256.975, by adding a
 1.13 subdivision; proposing coding for new law in Minnesota Statutes, chapters 16A;
 1.14 256; proposing coding for new law as Minnesota Statutes, chapters 245I; 246C;
 1.15 repealing Minnesota Statutes 2018, section 256.01, subdivision 9.
 1.16 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.17 **ARTICLE 1**
 1.18 **DEPARTMENT OF DIRECT CARE AND TREATMENT**

1.19 Section 1. Minnesota Statutes 2018, section 15.01, is amended to read:
 1.20 **15.01 DEPARTMENTS OF THE STATE.**
 1.21 The following agencies are designated as the departments of the state government: the
 1.22 Department of Administration; the Department of Agriculture; the Department of Commerce;
 1.23 the Department of Corrections; the Department of Direct Care and Treatment; the Department
 1.24 of Education; the Department of Employment and Economic Development; the Department
 1.25 of Health; the Department of Human Rights; the Department of Human Services; the
 1.26 Department of Iron Range Resources and Rehabilitation; the Department of Labor and
 1.27 Industry; the Department of Management and Budget; the Department of Military Affairs;
 2.1 the Department of Natural Resources; the Department of Public Safety; ~~the Department of~~
 2.2 ~~Human Services~~; the Department of Revenue; the Department of Transportation; the
 2.3 Department of Veterans Affairs; and their successor departments.

2.4 **EFFECTIVE DATE.** This section is effective July 1, 2021.

2.5 Sec. 2. Minnesota Statutes 2018, section 15.06, subdivision 1, is amended to read:
 2.6 Subdivision 1. **Applicability.** This section applies to the following departments or
 2.7 agencies: the Departments of Administration; Agriculture; Commerce; Corrections; Direct
 2.8 Care and Treatment; Education; Employment and Economic Development; Health; Human
 2.9 Rights; Human Services; Labor and Industry; Management and Budget; Natural Resources;
 2.10 Public Safety; ~~Human Services~~; Revenue; Transportation; and Veterans Affairs; the
 2.11 Housing Finance and Pollution Control Agencies; the Office of Commissioner of Iron Range
 2.12 Resources and Rehabilitation; the Office of MN.IT Services; the Bureau of Mediation

2.13 Services; and their successor departments and agencies. The heads of the foregoing
2.14 departments or agencies are "commissioners."

2.15 **EFFECTIVE DATE.** This section is effective July 1, 2021.

2.16 Sec. 3. Minnesota Statutes 2018, section 15A.0815, subdivision 2, is amended to read:

2.17 Subd. 2. **Group I salary limits.** The salary for a position listed in this subdivision shall
2.18 not exceed 133 percent of the salary of the governor. This limit must be adjusted annually
2.19 on January 1. The new limit must equal the limit for the prior year increased by the percentage
2.20 increase, if any, in the Consumer Price Index for all urban consumers from October of the
2.21 second prior year to October of the immediately prior year. The commissioner of management
2.22 and budget must publish the limit on the department's website. This subdivision applies to
2.23 the following positions:

2.24 Commissioner of administration;
2.25 Commissioner of agriculture;
2.26 Commissioner of education;
2.27 Commissioner of commerce;
2.28 Commissioner of corrections;
2.29 Commissioner of direct care and treatment;
2.30 Commissioner of health;
3.1 Commissioner, Minnesota Office of Higher Education;
3.2 Commissioner, Housing Finance Agency;
3.3 Commissioner of human rights;
3.4 Commissioner of human services;
3.5 Commissioner of labor and industry;
3.6 Commissioner of management and budget;
3.7 Commissioner of natural resources;
3.8 Commissioner, Pollution Control Agency;
3.9 Commissioner of public safety;
3.10 Commissioner of revenue;
3.11 Commissioner of employment and economic development;
3.12 Commissioner of transportation; and
3.13 Commissioner of veterans affairs.

3.14 **EFFECTIVE DATE.** This section is effective July 1, 2021.

3.15 Sec. 4. Minnesota Statutes 2018, section 43A.08, subdivision 1a, is amended to read:

3.16 Subd. 1a. **Additional unclassified positions.** Appointing authorities for the following
3.17 agencies may designate additional unclassified positions according to this subdivision: the
3.18 Departments of Administration; Agriculture; Commerce; Corrections; Direct Care and
3.19 Treatment; Education; Employment and Economic Development; Explore Minnesota
3.20 Tourism; Management and Budget; Health; Human Rights; Human Services; Labor and
3.21 Industry; Natural Resources; Public Safety; Human Services; Revenue; Transportation; and
3.22 Veterans Affairs; the Housing Finance and Pollution Control Agencies; the State Lottery;
3.23 the State Board of Investment; the Office of Administrative Hearings; the Office of MN.IT
3.24 Services; the Offices of the Attorney General, Secretary of State, and State Auditor; the
3.25 Minnesota State Colleges and Universities; the Minnesota Office of Higher Education; the
3.26 Perpich Center for Arts Education; and the Minnesota Zoological Board.

3.27 A position designated by an appointing authority according to this subdivision must
3.28 meet the following standards and criteria:

3.29 (1) the designation of the position would not be contrary to other law relating specifically
3.30 to that agency;

4.1 (2) the person occupying the position would report directly to the agency head or deputy
4.2 agency head and would be designated as part of the agency head's management team;

4.3 (3) the duties of the position would involve significant discretion and substantial
4.4 involvement in the development, interpretation, and implementation of agency policy;

4.5 (4) the duties of the position would not require primarily personnel, accounting, or other
4.6 technical expertise where continuity in the position would be important;

4.7 (5) there would be a need for the person occupying the position to be accountable to,
4.8 loyal to, and compatible with, the governor and the agency head, the employing statutory
4.9 board or commission, or the employing constitutional officer;

4.10 (6) the position would be at the level of division or bureau director or assistant to the
4.11 agency head; and

4.12 (7) the commissioner has approved the designation as being consistent with the standards
4.13 and criteria in this subdivision.

4.14 **EFFECTIVE DATE.** This section is effective July 1, 2021.

Sec. 5. **[246C.01] DEPARTMENT OF DIRECT CARE AND TREATMENT.**

(a) The Department of Direct Care and Treatment is created. The governor shall appoint the commissioner of direct care and treatment under section 15.06. The commissioner shall develop and maintain direct care and treatment in a manner consistent with sections 245.461 and 245.487 and chapters 246, 252, 253, 254A, and 254B. The Department of Direct Care and Treatment shall provide direct care and treatment services in coordination with counties and other vendors. Direct care and treatment services shall include: specialized inpatient programs at secure treatment facilities as defined in sections 253B.02, subdivision 18a, and 253D.02, subdivision 13; community preparation services; regional treatment centers; enterprise services; consultative services; aftercare services; community-based services and programs; transition services; nursing home services; and other services consistent with the mission of the Department of Direct Care and Treatment.

(b) "Community preparation services" means specialized inpatient or outpatient services or programs operated outside of a secure environment but administered by a secure treatment facility.

EFFECTIVE DATE. This section is effective July 1, 2021.

Sec. 6. **[246C.05] TRANSFER OF DUTIES.**

(a) Section 15.039 applies to the transfer of duties required by this chapter.

(b) The commissioner of administration, with the governor's approval, may issue reorganization orders under section 16B.37 as necessary to carry out the transfer of duties required by section 246C.01. The provision of section 16B.37, subdivision 1, stating that transfers under section 16B.37 may only be to an agency that has existed for at least one year does not apply to transfers to an agency created by this chapter.

(c) The initial salary for the commissioner of direct care and treatment is the same as the salary for the health systems chief executive officer of direct care and treatment at the Department of Human Services immediately before July 1, 2021. The salary may change in the manner specified in section 15A.0815.

(d) The commissioner of management and budget must ensure that the aggregate cost for the commissioner of direct care and treatment is not more than the aggregate cost of the primary executives in the Department of Human Services responsible for management of direct care and treatment immediately before July 1, 2021.

(e) For an employee affected by the transfer of duties required by section 246C.01, the employee's seniority accrual at the employee's former agency transfers to the employee's new agency.

EFFECTIVE DATE. This section is effective July 1, 2021.

Sec. 7. **REVISOR INSTRUCTION.**

The revisor of statutes, in consultation with staff from the House Research Department; House Fiscal Analysis; the Office of Senate Counsel, Research and Fiscal Analysis; and the respective departments shall prepare legislation for introduction in the 2021 legislative session proposing the statutory changes necessary to implement the transfers of duties that this article requires.

EFFECTIVE DATE. This section is effective July 1, 2020.

**ARTICLE 2
OFFICE OF INSPECTOR GENERAL**

Section 1. **[245L.01] OFFICE OF INSPECTOR GENERAL.**

Subdivision 1. **Creation.** A state Office of Inspector General is created.

Subd. 2. **Director.** (a) The office shall be under the direction of an inspector general appointed by the governor with the advice and consent of the senate, for a term ending on June 30 of the sixth calendar year after appointment. The senate shall confirm the inspector general pursuant to section 15.066. The inspector general shall appoint deputies to serve in the office as necessary to fulfill the duties of the office. The inspector general may delegate to a subordinate employee the exercise of a specified statutory power or duty, subject to the inspector general's control. Every delegation of a statutory power or duty must be in a written order filed with the secretary of state.

(b) The inspector general shall be in the unclassified service and may be removed only for cause.

Subd. 3. **Duties.** The inspector general shall, in coordination with counties where applicable:

(1) develop and maintain the licensing and regulatory functions related to hospitals, boarding care homes, outpatient surgical centers, birthing centers, nursing homes, home care agencies, supplemental nursing services agencies, hospice providers, housing with

- 6.16 services establishments, assisted living facilities, prescribed pediatric extended care centers,
 6.17 and board and lodging establishments with special services consistent with chapters 144A,
 6.18 144D, 144G, and 144H, and sections 144.50 to 144.58, 144.615, and 157.17;
 6.19 (2) assume the role of director of the Office of Health Facility Complaints,
 6.20 notwithstanding the requirement under section 144A.52, subdivision 1, that the commissioner
 6.21 of health appoint the director of the Office of Health Facility Complaints;
 6.22 (3) develop and maintain the licensing and regulatory functions related to adult day care,
 6.23 child care and early education, children's residential facilities, foster care, home and
 6.24 community-based services, independent living assistance for youth, outpatient mental health
 6.25 clinics or centers, residential mental health treatment for adults, and substance use disorder
 6.26 treatment consistent with chapters 245, 245A, 245D, 245F, 245G, 245H, 252, and 256;
 6.27 (4) conduct background studies according to sections 144.058, 144A.476, 144A.62,
 6.28 144A.754, and 157.17 and chapter 245C. For the purpose of completing background studies,
 6.29 the inspector general shall have authority to access maltreatment data maintained by local
 6.30 welfare agencies or agencies responsible for assessing or investigating reports under section
 6.31 626.556 and names of substantiated perpetrators related to maltreatment of vulnerable adults
 6.32 maintained by the commissioner of human services under section 626.557;
 6.33 (5) develop and maintain the background study requirements consistent with chapter
 6.34 245C;
 7.1 (6) ensure the detection, prevention, investigation, and resolution of fraudulent activities
 7.2 or behavior by applicants, recipients, providers, and other participants in the human services
 7.3 programs that the Department of Human Services administers;
 7.4 (7) require county agencies to identify overpayments, establish claims, and use all
 7.5 available and cost-beneficial methods to collect and recover overpayments in human services
 7.6 programs that the Department of Human Services administers;
 7.7 (8) contract with an independent third party to audit the financial activities of the
 7.8 Department of Human Services relating to administering human services programs. The
 7.9 third-party auditor shall not duplicate any ongoing audit by the legislative auditor; and
 7.10 (9) develop, maintain, and administer the common entry point established on July 1,
 7.11 2015, under section 626.557, subdivision 9.

7.12 **EFFECTIVE DATE.** This section is effective July 1, 2021.

7.13 Sec. 2. **[245I.05] TRANSFER OF DUTIES.**

- 7.14 (a) Section 15.039 applies to the transfer of duties that section 245I.01 requires.
 7.15 (b) The commissioner of administration, with the governor's approval, may issue
 7.16 reorganization orders under section 16B.37 as necessary to carry out the transfer of duties
 7.17 that section 245I.01 requires. The provision of section 16B.37, subdivision 1, stating that
 7.18 transfers under that section may only be to an agency that has existed for at least one year
 7.19 does not apply to transfers to an agency created by this chapter.
 7.20 (c) The commissioner of management and budget must ensure that the aggregate cost
 7.21 for the inspector general of the Office of Inspector General is not more than the aggregate
 7.22 cost of the primary executives in the Office of Inspector General at the Department of
 7.23 Human Services and the Health Regulation Division at the Department of Health immediately
 7.24 before the effective date of this chapter.
 7.25 (d) For an employee affected by the transfer of duties that section 245I.01 requires, the
 7.26 employee's accrued seniority at the employee's former agency transfers to the employee's
 7.27 new agency.

7.28 **EFFECTIVE DATE.** This section is effective July 1, 2021.

7.29 Sec. 3. **REVISOR INSTRUCTION.**

- 7.30 The revisor of statutes, in consultation with staff from the House Research Department;
 7.31 House Fiscal Analysis; the Office of Senate Counsel, Research and Fiscal Analysis; and
 8.1 the respective departments shall prepare legislation for introduction in the 2021 legislative
 8.2 session proposing the statutory changes needed to implement the transfers of duties that
 8.3 this article requires.

8.4 **EFFECTIVE DATE.** This section is effective July 1, 2020.

8.5 **ARTICLE 3**
 8.6 **DEPARTMENT OF HUMAN SERVICES**
 8.7 **PERFORMANCE-BASED BUDGETING;**
 8.8 **GRANT PROGRAM ADMINISTRATION;**
 8.9 **IT APPROPRIATIONS REVIEW**

- 8.10 Section 1. Minnesota Statutes 2018, section 16A.103, subdivision 1a, is amended to read:
 8.11

Subd. 1a. **Forecast parameters.** (a) Except as provided in paragraph (b), the forecast must assume the continuation of current laws and reasonable estimates of projected growth in the national and state economies and affected populations. Revenue must be estimated for all sources provided for in current law. Expenditures must be estimated for all obligations imposed by law and those projected to occur as a result of variables outside the control of the legislature. Expenditure estimates must not include an allowance for inflation.

(b) Notwithstanding paragraph (a) and any appropriations established in law, all expenditures for the Department of Human Services and the Department of Direct Care and Treatment estimated for the November forecast must be zero. The forecasted expenditures in the February forecast must be zero for the Department of Human Services and the Department of Direct Care and Treatment if they were zero in the preceding November forecast as a result of the requirements of this paragraph. The commissioner shall not apply this paragraph to forecasted expenditures for the current biennium, but shall apply the requirements of this paragraph to the forecasted expenditures for the next two biennia.

EFFECTIVE DATE. This section is effective July 1, 2020.

Sec. 2. Minnesota Statutes 2018, section 16A.11, subdivision 3, is amended to read:

Subd. 3. **Part two: detailed budget.** (a) Part two of the budget, the detailed budget estimates both of expenditures and revenues, must contain any statements on the financial plan which the governor believes desirable or which may be required by the legislature. The detailed estimates shall include the governor's budget arranged in tabular form.

(b) Tables listing expenditures for the next biennium must show the appropriation base for each year. The appropriation base is the amount appropriated for the second year of the current biennium. The tables must separately show any adjustments to the base required by current law or policies of the commissioner of management and budget. For forecasted programs, the tables must also show the amount of the forecast adjustments, based on the most recent forecast prepared by the commissioner of management and budget under section 16A.103. For all programs, the tables must show the amount of appropriation changes recommended by the governor, after adjustments to the base and forecast adjustments, and the total recommendation of the governor for that year.

(c) The detailed estimates must include a separate line listing the total cost of professional and technical service contracts for the prior biennium and the projected costs of those contracts for the current and upcoming biennium. They must also include a summary of the personnel employed by the agency, reflected as full-time equivalent positions.

(d) The detailed estimates for internal service funds must include the number of full-time equivalents by program; detail on any loans from the general fund, including dollar amounts by program; proposed investments in technology or equipment of \$100,000 or more; an explanation of any operating losses or increases in retained earnings; and a history of the rates that have been charged, with an explanation of any rate changes and the impact of the rate changes on affected agencies.

(e) Notwithstanding paragraph (b) and any appropriation established in law in the year prior to the year in which part two of the budget under paragraph (a) must be submitted, the appropriation base for any appropriation made to the Department of Human Services or the Department of Direct Care and Treatment for the next two biennia must be zero. The commissioner must display the appropriation base established under this paragraph in the tables and narrative of part two of the budget under paragraph (a).

EFFECTIVE DATE. This section is effective July 1, 2020.

Sec. 3. **[16A.111] PERFORMANCE-BASED BUDGET.**

Subdivision 1. **Performance-based budget.** (a) By November 30, 2020, and annually thereafter, the Department of Human Services and the Department of Direct Care and Treatment must each submit to the commissioner a proposed detailed operating budget for the biennium beginning July 1 of the following year using performance-based budgeting, including a performance-based budget plan. The commissioner of management and budget shall provide technical assistance to enable the Department of Human Services and the Department of Direct Care and Treatment to each complete a proposed detailed operating budget as specified by the commissioner of management and budget.

(b) The commissioner of management and budget shall adopt policies and procedures for the Department of Human Services and the Department of Direct Care and Treatment to implement this section.

(c) As used in this section, "performance-based budgeting" means a method of determining the budget of a department, institution, or agency for which the budget of the department, institution, or agency:

(1) is deemed to be zero in the November forecast, the February forecast, and the governor's budget recommendations that precede the establishment of a biennial budget; and

(2) has justified each proposed expenditure for the biennium covered by the budget as if it were a new expenditure.

(d) The Department of Human Services and the Department of Direct Care and Treatment must each submit to the legislature a detailed operating budget and performance-based budget plan developed under this subdivision. The information must be submitted to the legislature at the same time that part two under section 16A.11, subdivision 3, paragraph (a), of the governor's budget is required to be submitted under section 16A.11, subdivision 1.

Subd. 2. **Performance-based budget plan.** A performance-based budget plan includes the following information:

(1) a description of activities that comprise the agency and a justification for the existence of each activity by reference to statute or other legal authority;

(2) for each activity, a quantitative estimate of any adverse impacts that could reasonably occur if the activity is discontinued and a description of the methods by which the adverse impact is estimated;

(3) a list of quantifiable program outcomes that measure the efficiency and effectiveness of each program;

(4) for each activity, an itemized account of expenditures required to maintain the activity at the minimum level of service required by statutory authority and a concise statement of the quantity and quality of services required at that minimum level;

(5) for each activity, an itemized account of expenditures required to maintain the quantity and quality of services being provided and the number of personnel necessary to accomplish each program; and

(6) a ranking of all activities that shows the relative contribution of each activity to the overall goals and purposes of the agency at current service levels.

EFFECTIVE DATE. This section is effective July 1, 2020.

Sec. 4. **DIRECTION TO COMMISSIONERS OF HEALTH AND HUMAN SERVICES; GRANT PROGRAM ADMINISTRATION CONTRACT.**

By December 31, 2020, the commissioner of health and the commissioner of human services shall contract with an independent third party to administer, beginning July 1, 2021, all grant programs administered by the Department of Health and the Department of Human Services as of December 31, 2020. The contract shall include the Department of Health and the Department of Human Services amounts to administer grants and the amounts for grants. Notwithstanding any law to the contrary, the contract shall allow a maximum of two percent for administration of the grant funds by the independent third party.

EFFECTIVE DATE. This section is effective the day following final enactment.

Sec. 5. **DIRECTION TO COMMISSIONER OF HUMAN SERVICES; HUMAN SERVICES INFORMATION TECHNOLOGY APPROPRIATIONS REVIEW.**

(a) By December 31, 2020, the commissioner of human services shall contract with a third party to review, assess, and report on all appropriations for active information technology projects at the Department of Human Services, beginning January 1, 2021. At a minimum, the contractor's report shall include:

(1) a technical assessment of the information technology projects, including whether the project complies with any legislative requirements;

(2) an assessment of the feasibility of each information technology project, including whether each project is on schedule or meets applicable deadlines or performance measures;

(3) an assessment of the funding for information technology projects, including identifying waste, insufficient funding, or overspending; and

(4) recommendations to improve the efficiency or outcome of an information technology project.

(b) The contractor shall report its findings to the commissioner and the chairs and ranking minority members of the legislative committees with jurisdiction over human services by December 31, 2021.

EFFECTIVE DATE. This section is effective the day following final enactment.

ARTICLE 4 MINNESOTA BOARD ON AGING; OFFICE OF OMBUDSMAN FOR LONG-TERM CARE

Section 1. Minnesota Statutes 2018, section 256.974, is amended to read:
256.974 OFFICE OF OMBUDSMAN FOR LONG-TERM CARE.

12.9 The ombudsman for long-term care is appointed by the governor, serves in the classified
 12.10 unclassified service under section 256.01, subdivision 7, and may be removed only for just
 12.11 cause. The ombudsman must be selected without regard to political affiliation and must be
 12.12 a person who has knowledge and experience concerning the treatment, needs, and rights of
 12.13 consumers of long-term care and who is highly competent and qualified. A person may not
 12.14 serve as ombudsman while holding another public office or being employed by the
 12.15 Department of Human Services. The ombudsman serves in an office within the Minnesota
 12.16 Board on Aging that incorporates the long-term care ombudsman program required by the
 12.17 Older Americans Act, as amended, United States Code, title 42, sections 3027(a)(9) and
 12.18 3058g(a), and Code of Federal Regulations, title 45, parts 1321 and 1327. The office shall
 12.19 be a distinct entity, separately identifiable from other state agencies and may not be an
 12.20 agency engaged in the provision of nursing home care, hospital care, or home care services
 12.21 either directly or by contract, or have the responsibility for planning, coordinating, funding,
 12.22 or administering nursing home care, hospital care, or home care services.

12.23 Sec. 2. Minnesota Statutes 2018, section 256.9742, subdivision 1, is amended to read:

12.24 Subdivision 1. **Duties.** The office ombudsman shall:

- 12.25 (1) gather information and evaluate any act, practice, policy, procedure, or administrative
- 12.26 action of a long-term care facility, acute care facility, home care service provider, or
- 12.27 government agency that may adversely affect the health, safety, welfare, or rights of any
- 12.28 client;
- 12.29 (2) mediate or advocate on behalf of clients;
- 12.30 (3) monitor and evaluate the development and implementation of federal, state, or local
- 12.31 laws, rules, regulations, and policies affecting the rights and benefits of clients;
- 12.32 (4) comment on and recommend make recommendations to public and private agencies,
- 13.1 the governor, and the legislature regarding laws, rules, regulations, and policies affecting
- 13.2 clients;
- 13.3 (5) inform public agencies about the problems of clients;
- 13.4 (6) provide for training of volunteers and promote the development of citizen participation
- 13.5 in the work of the office;
- 13.6 (7) conduct public forums to obtain information about and publicize issues affecting
- 13.7 clients;
- 13.8 (8) provide public education regarding the health, safety, welfare, and rights of clients;
- 13.9 and
- 13.10 (9) collect and analyze data relating to complaints, conditions, and services.

13.11 Sec. 3. **[256.9746] ORGANIZATION OF OFFICE OF OMBUDSMAN FOR**
 13.12 **LONG-TERM CARE.**

13.13 Subdivision 1. **Staff.** The ombudsman may appoint two deputies and a confidential
 13.14 secretary in the unclassified service and may appoint other employees as authorized by the
 13.15 legislature. The ombudsman and the full-time staff are members of the Minnesota State
 13.16 Retirement Association.

13.17 Subd. 2. **Delegation.** The ombudsman may delegate to representatives of the office any
 13.18 authority or duties of the ombudsman except the duty of formally making recommendations
 13.19 to an agency or facility or reports to the governor or the legislature.

13.20 Sec. 4. **[256.9747] REIMBURSEMENT TO OFFICE OF OMBUDSMAN FOR**
 13.21 **LONG-TERM CARE.**

13.22 The commissioner of human services shall obtain federal financial participation for
 13.23 eligible activity by the ombudsman for long-term care. The ombudsman shall maintain and
 13.24 transmit to the Department of Human Services documentation that is necessary to obtain
 13.25 federal funds.

13.26 Sec. 5. **[256.9748] RECOMMENDATIONS AND REPORTS TO GOVERNOR.**

13.27 Subdivision 1. **Specific reports.** The ombudsman may send to the governor or the
 13.28 legislature conclusions and suggestions concerning any matter. Before making public a
 13.29 conclusion or recommendation that expressly or implicitly criticizes an agency, facility,
 13.30 program, or person, the ombudsman shall consult with the governor and the agency, facility,
 13.31 program, or person concerning the conclusion or recommendation. When sending a
 14.1 conclusion or recommendation to the governor or legislature that is adverse to an agency,
 14.2 facility, program, or person, the ombudsman shall include a statement made by that agency,
 14.3 facility, program, or person in defense or mitigation of the office's conclusion or
 14.4 recommendation. The governor may not prohibit the ombudsman from sending conclusions
 14.5 or suggestions to the legislature or prohibit the ombudsman from making conclusions or
 14.6 recommendations public.

14.7 Subd. 2. **General reports.** In addition to conclusions or recommendations the ombudsman
 14.8 makes to the governor or legislature on an ad hoc basis, the ombudsman shall, at the end
 of each biennium, report to the governor concerning the exercise of the ombudsman's

14.9 functions during the preceding biennium.

14.10

14.11 Sec. 6. Minnesota Statutes 2018, section 256.975, is amended by adding a subdivision to
14.12 read:

14.13 Subd. 1b. **Executive director; staff.** The board may select an executive director of the
14.14 board by a vote of a majority of council members. The executive director shall be in the
14.15 unclassified service of the state and shall provide administrative support for the council and
14.16 provide administrative leadership to implement council mandates, policies, and objectives.
14.17 A person may not serve as executive director of the board while being employed by the
14.18 Department of Human Services. The executive director shall employ and direct staff
14.19 authorized according to state law and necessary to carry out board mandates, policies,
activities, and objectives. The salary of the executive director and staff shall be established
14.20 pursuant to chapter 43A. The executive director and staff shall be reimbursed for the actual
14.21 and necessary expenses incurred as a result of their council responsibilities.

14.22

14.23 Sec. 7. **SMALL AGENCY ADMINISTRATIVE SUPPORT SERVICES.**

14.24 The commissioner of administration shall, under Minnesota Statutes, section 16B.371,
14.25 evaluate the needs of the Board on Aging for administrative support services. If, after an
evaluation, the commissioner requires the board to receive administrative support services,
14.26 the commissioner may not designate the Department of Human Services to provide the
14.27 required administrative support services.

Sec. 8. **REPEALER.**

Minnesota Statutes 2018, section 256.01, subdivision 9, is repealed.

APPENDIX

Repealed Minnesota Statutes: 20-7784

256.01 COMMISSIONER OF HUMAN SERVICES; POWERS, DUTIES.

Subd. 9. **Staff assistance to the Minnesota Board on Aging.** The board shall be provided staff assistance from the Department of Human Services through the special consultant on aging, who shall serve as the executive secretary to the board and its committees.

KANABEC COUNTY

2019 COUNTY FACT SHEET

Minnesota

Child Population: **1,298,657**
Birth Rate per 1,000: **13**
Median Family Income: **\$68,364**

Kanabec

Child Population: **3,424**
Birth Rate per 1,000: **11.3**
Median Family Income: **\$51,347**



Financial

Children Living
in
Poverty
16.5%
2017

20.0% | 2016

K-12 Students
Approved for Free
School Meals
40.0%
2018-2019

42.1% | 2017-2018

Average Monthly
Enrollment of Children
Receiving SNAP
541
2018

598 | 2017



Health Care

Children
without
Insurance
4.7%
2017

3.6% | 2016

Children Whose Mothers
Received Inadequate
Prenatal Care
14.4%
2017

8.0% | 2016

Average Monthly
Enrollment in Medical
Assistance
1,685
2018

1,648 | 2017



Safety

Child Abuse or
Neglect Rate
per 1,000
10.2
2018

13.0 | 2017

Children Born to
Teen Mothers
per 1,000
2
2017

4.4 | 2016

Children in
Out-of-Home Care
per 1,000
14
2018

14.7 | 2017



Early Childhood

Average Annual Cost
of Licensed Center-Based
Preschool
\$8,100
2018

\$7,000 | 2016

Average Annual Cost
of Licensed Family-Based
Preschool
\$5,800
2018

\$5,928 | 2016

Average Annual Cost of
Licensed Family-Based
Infant Care
\$6,350
2018

\$6,091 | 2016



K-12 Education

Number of
Public School
Students
2,153
2018-2019

2,106 | 2017-2018

Public High
School Graduation
Rate
89.1%
2017-2018

92.2% | 2016-2017

K-12 Public School
Students Enrolled in
Special Education
18.5%
2018-2019

17.9% | 2017-2018

KIDS COUNT is a project of the Annie E. Casey Foundation. CDF-MN publishes an annual Minnesota KIDS COUNT Data Book to share trends in child well-being and foster discussion on data-driven solutions to improve child outcomes. To access the Minnesota KIDS COUNT Data Book and all county fact sheets, visit www.cdf-mn.org.



**children's
defense fund 14
minnesota**

State of Minnesota County Grant Contract Worksheet (Not Part of the Contract)

This worksheet contains private information and should not be reproduced or distributed externally without express written permission of the grantee. If you circulate this grant contract internally, only offices that require access to the tax identification number and all individuals/offices signing this grant contract should have access to this page.

Total Amount of Grant Contract \$5,394.00	
FinDeptID H55 31114	amount for state fiscal year 2020:\$1,798.00
	amount for state fiscal year 2021: \$3,596.00

 X Unspent encumbrances to be certified to meet future obligations in accordance with Minnesota Statutes, section 16A.28

Starts in fiscal year: 2020	Vendor ID: 197298
-----------------------------	-------------------

SWIFT Grant# /Encumbrance #: GRK% _____ / _30000 _ _ _ _ _

Number/Date/Initials:

Individual signing certifies that funds have been encumbered as required by Minnesota Statutes, section 16A.15.

Related RFP file number: **4202**

COUNTY Name and Address: **Kanabec County**
905 Forest Avenue East
Mora, MN 55051

Soc. Sec. or Federal Employer I.D. No.: **41-6005815**

Minnesota Tax I.D. No. (if applicable): **8026753**

Minnesota Department of Human Services County Grant Contract

RECITALS

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Division of Behavioral Health Division ("STATE") and **Kanabec County Family Services**, an independent grantee, not an employee of the State of Minnesota, located at **905 Forest Avenue East, Mora, MN 55051** ("COUNTY").

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6), has authority to enter into contracts for the following services: Children's Mental Health Respite Care Services.

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **April 1, 2020** or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision F, whichever is later.

1.2. Expiration date. This CONTRACT is valid through June 30, 2021, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9. Liability; 10. Information Privacy and Security; 11. Intellectual Property Rights; 13.1. State audit; and 14. Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties as follows:

(a.) COUNTY will design and provide planned and/or emergency children's mental health Respite Care (RC) services for eligible children and families. RC program must have the goal of reducing family stress and/or decreasing the likelihood of further out of home placement.

(b.) Youth with a Severe Emotional Disturbance (SED) and their families are eligible to receive RC services with or without a case manager. COUNTY will promote and ensure equal access of RC services to all youth with a SED and their families. COUNTY will meet with individuals and organizations from underserved communities. Underserved Communities (UC) include people who are experiencing disparities because of race, ethnicity, language or social status, income, inability to access care, and other barriers to receiving services their region. COUNTY will collaborate with organizations representing UC, as well as individuals in UC, with the goal of promoting greater access to RC services.

(c.) 1. COUNTY has some discretion in developing COUNTY's RC program. RC services can be provided using:

- i. Traditional Services (TS): TS can include but are not limited to hourly or overnight stays at a licensed foster home or with a qualified and approved family member or friend. TS can occur at a child's or a provider's home.
- ii. Non-Traditional Services (NTS): NTS includes but are not limited to payments for individual or family fitness memberships, club membership fees, enrollment in summer camp, and the purchase of art supplies.
- iii. Combination of both TS and NTS.

2. RC Services do not include:

- i. Providing safety in a Child Protection matter;
- ii. Residential mental health treatment;
- iii. Treatment Foster Care; and
- iv. Services that are otherwise reimbursed by Medical Assistance.

(d.) COUNTY will participate in DHS grant meetings with STATE at a frequency and location determined by both COUNTY and STATE.

(e.) COUNTY will document all instances of RC services provided. For youth with a Children's Mental Health Targeted Case Manager (CMH TCM) from the COUNTY or a case management agency that contracts with the COUNTY, RC will be documented in the Individual Family Community Support Plan (IFCSP). For youth without a CMH TCM, COUNTY has the discretion to determine the method to document RC services provided.

(f.) COUNTY will submit quarterly reports to STATE indicating the number, characteristics, and demographics of youth served by RC as well as the types of services provided. The COUNTY will use the SNAP survey system to report demographic information and outreach to people and organizations from UC. COUNTY will submit quarterly reports to the STATE using the SNAP survey system. Reports will be submitted according to the following schedule:

Service Period	Quarterly Report Due Date
April 1, 2020 – June 30, 2020	July 31, 2020
July 1, 2020 - September 30, 2020	October 31, 2020
October 1, 2020 – December 31, 2020	January 31, 2021
January 1, 2021 – March 31, 2021	April 30, 2021
April 1, 2021 – June 30, 2021	July 31, 2021

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT Accessibility Standards, as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the [MN.IT Services Accessibility Standards](https://mn.gov/mnit/about-mnit/accessibility/)¹ and any documents, reports, communications, etc. contained in an electronic format that GRANTEE delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

- a. Compensation.** Grantee will be paid in accordance with **Attachment A: “Budget,”** which is attached and included in this CONTRACT.
 - 1. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 21.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the line item and when the total obligation and salaries/fringe benefits remain unchanged.
 - 2. If COUNTY’s approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in Electronic Grant Management System (EGMS) or on a form provided by STATE.
- b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT

¹ <https://mn.gov/mnit/about-mnit/accessibility/>

shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget. The Commissioner's Plan can be found here: <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>. COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

- c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **five thousand three hundred ninety four dollars. (\$5,394.00)**.
- d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

- a. **Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: invoices shall be submitted 30 days after the end of quarterly reporting period set forth in Clause 2.1, sub-clause (f). If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.
- b. **Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (CFDA) No. N/A. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to COUNTY. In the event of such termination, COUNTY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
 - 1. Flow-down provisions. COUNTY acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, COUNTY may be subject to certain compliance obligations. COUNTY can view a table of these obligations in the Health and Human Services Grants Policy Statement, Exhibit 3, <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>.
 - 2. To the degree federal funds are used in this contract, STATE and COUNTY agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.331 (Requirements for pass-through entities).

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and

regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 2.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 1, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or

when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is Diane Marshall or successor. Phone and email: 651-431-2328, diane.marshall@state.mn.us. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is Kristen Struss or successor. Phone and email: 320-679-6365 kristen.struss@co.kanabec.mn.us. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is Kristen Struss or successor. Phone and email: 320-679-6365 kristen.struss@co.kanabec.mn.us.

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.
- c. Notwithstanding paragraph A and B, in its capacity as GRANTEE under this CONTRACT, GRANTEE must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. GRANTEE will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Data Practices Act, Minn. Stat. Ch. 13, by either GRANTEE or STATE.
- d. In its capacity as GRANTEE under this contract, GRANTEE is being made an agent of the "welfare system" as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
- e. If GRANTEE receives a request to release data created, collected, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this CONTRACT, GRANTEE must immediately notify and consult with STATE'S Authorized Representative as to how GRANTEE should respond to the request.
- f. Under this CONTRACT, GRANTEE is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this CONTRACT.

- g. GRANTEE's obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
- h. GRANTEE must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this CONTRACT.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. **Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. **Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

- c. **Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- d. **Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

13. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

13.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

13.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT, a copy of the audit must be submitted to STATE within thirty (30) days of the audit's completion.

13.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this

CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

13.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9,

subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

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

14. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. CLERICAL ERRORS AND NON-WAIVER.

15.1. Clerical error. Notwithstanding Clause 21.1, STATE reserves the right to unilaterally fix clerical errors contained in CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

15.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

16. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

16.1. Amendments. Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

16.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

16.3. Entire Agreement. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 21.1.

16.4. Entire Agreement. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

16.5 Drafting party. The parties agree that both parties have had an opportunity to negotiate and draft CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

17. PROCURING GOODS AND CONTRACTED SERVICES.

17.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

17.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

17.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's Suspended/Debarred Vendor Report:

<http://www.mmd.admin.state.mn.us/debarredreport.asp>. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

18. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

19. LEGAL COMPLIANCE.

19.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

19.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

19.3 Grants management policies. COUNTY must comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, subd. 4(a)(1), which can be found at <https://mn.gov/admin/government/grants/policies-statutes-forms/>. Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by OGM Policy 08-10.

19.4 Conflict of interest. Grantee certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

20. OTHER PROVISIONS

20.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By: _____

Date: _____

Contract No: _____

2. COUNTY

Signatory certifies that Grantee's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the Grantee to the terms of this Agreement. Grantee and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Distribution: (fully executed contract to each)

Contracting and Legal Compliance Division

County

State Authorized Representative

Attachment A: Revenue and Budget

Kanabec County (organization name)

\$1798.00 January 1, 2020 – June 31, 2020 award amount

Section D: Revenue Sources

Instructions: For each applicable entry, estimate funding for children's respite services for CY2020

Category	Amount
CY2020 Respite Care Grant	1798.00
County funding	
Federal grants	
System of Care grant	
Foundation grants	
Other (specify)	

Section E: Budget Summary

Enter the budget for CY 2020

Budget Category	Budget Detail (breakdown of budget costs)	Amount
Personnel/Salaries (including total FTEs and rate of pay for each)		
Fringe Benefits (including total FTEs and rate of pay for each)		
Travel	Gas cards, caregiver training costs	200.00
Program Costs/Direct Assistance	Non-traditional respite activities, camps	1200.00
Client Incentives	Pro-social incentives	50.00
Training, Staff Development		
Supplies and Materials	Group activity supplies	100.00
Equipment	Weighted vests, other	248.00
Facility Costs		
Contractual Services		
Insurance		
Evaluation		
Other		
Other		
Other		
Other		
TOTAL DIRECT COSTS		

Indirect Costs/Administration		
TOTAL BUDGET	1798.00	

Attachment A: Revenue and Budget

Kanabec County (organization name)

\$3596.00 July 1, 2020 – June 31, 2021 award amount

Section D: Revenue Sources

Instructions: For each applicable entry, estimate funding for children's respite services for CY2020

Category	Amount
CY2020 Respite Care Grant	3596.00
County funding	
Federal grants	
System of Care grant	
Foundation grants	
Other (specify)	

Section E: Budget Summary

Enter the budget for CY 2020

Budget Category	Budget Detail (breakdown of budget costs)	Amount
Personnel/Salaries (including total FTEs and rate of pay for each)		
Fringe Benefits (including total FTEs and rate of pay for each)		
Travel	Gas cards, caregiver training costs	200.00
Program Costs/Direct Assistance	Non-traditional respite activities, camps	2500.00
Client Incentives	Pro-social incentives	200.00
Training, Staff Development	Staff and provider training	200.00
Supplies and Materials	Group activity supplies	200.00
Equipment	Weighted vests, etc.	296.00
Facility Costs		
Contractual Services		
Insurance		
Evaluation		
Other		
Other		
Other		

Other		
TOTAL DIRECT COSTS		
Indirect Costs/Administration		
<u>TOTAL BUDGET</u>	<u>3596.00</u>	

Resolution # HS – 3/17/2020
Respite Care Services Grant for Children
Resolution

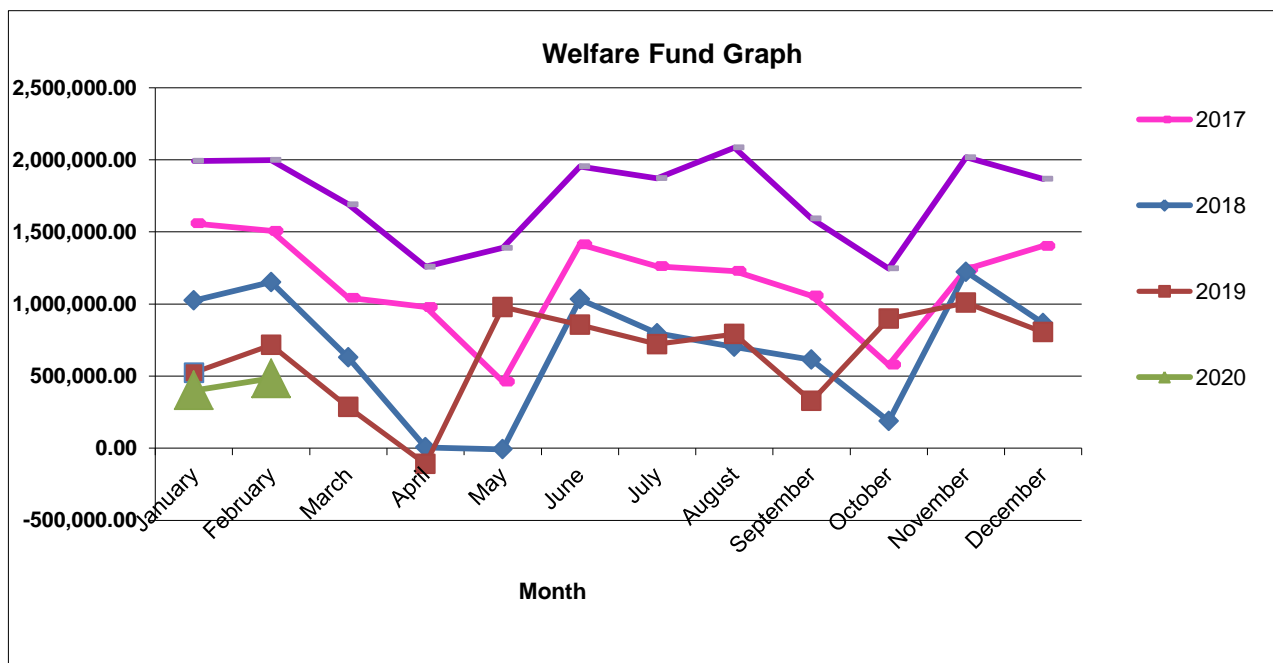
WHEREAS, Kanabec County Family Services has been presented with the opportunity to apply for funding for Respite Care services for families with children who are experiencing an emotional disturbance, with or without a case manager, and

WHEREAS, respite services are a much needed support for the caregivers of children with emotional disturbances and there is little funding available to provide the needed break for families, and

WHEREAS, Kanabec County Family Services Director requests the Board approve the Respite Services Grant Agreement.

THEREFORE BE IT RESOLVED that the Kanabec County Family Services Board approves the Agreement for Respite Services grant through the Minnesota Department of Human Services in the amount of \$5394.00 for the grant period April 1, 2020 through June 30, 2021 and approves the Family Services Director to sign said Agreement.

	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	
April	1,258,562.89	979,174.37	5,607.36	-109,902.43	
May	1,389,995.78	461,452.14	-7,853.46	979,247.26	
June	1,954,116.59	1,413,892.29	1,032,778.15	855,820.47	
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	884,912.47
Averages	1,747,179.65	1,144,641.51	685,614.37	650,069.41	442,456.24
6 month Avg.	1,780,101.80	1,128,473.23	731,853.61	758,505.15	653,840.12
Rolling 12 month Avg	1,747,179.65	1,144,641.51	685,614.37	650,069.41	620,537.49



Kanabec County Family Services - Board Financial Report					Through February 2020		
	Total year to date/			8.33%	16.67%		
Department	Budget	% of budget	Total	January	February		
Income Main. Service							
Exp	678,361.00	20.49%	139,019.40	89,896.92	49,122.48		
Rev	385,517.00	16.36%	63,065.66	9,718.42	53,347.24		
Tax	286,164.00	1.42%	4,066.08	4,066.08			
State Shared Rev			0.00				
Recoveries							
Exp	19,100.00	33.68%	6,432.85	5,464.15	968.70		
Rev	19,100.00	23.12%	4,416.44	1,865.65	2,550.79		
Tax	24,470.00	1.42%	347.69	347.69			
State Shared Rev			0.00				
Burials							
Exp	25,000.00	7.00%	1,749.82	1,749.82	0.00		
Rev			0.00				
Tax			0.00				
Child Support							
Exp	365,059.00	20.97%	76,567.34	49,635.68	26,931.66		
Rev	412,000.00	16.28%	67,058.46	32,039.05	35,019.41		
Tax							
MA Services							
Exp	481,900.00	12.31%	59,321.83	36,097.18	23,224.65		
Rev	418,000.00	11.07%	46,262.00	19,714.22	26,547.78		
Tax	62,534.00	1.42%	888.55	888.55			
State Shared Rev			0.00				
Child Care							
Exp	245,206.00	2.52%	6,190.86	99.00	6,091.86		
Rev	244,025.00	42.46%	103,623.00		103,623.00		
Tax	1,133.00	1.42%	16.10	16.10			
State Shared Rev			0.00				
Fraud							
Exp	72,850.00	18.17%	13,240.30	7,755.07	5,485.23		
Rev			0.00				
Tax	71,144.00	1.42%	1,010.89	1,010.89			
State Shared Rev			0.00				
Adult Services							
Exp	2,500.00	12.43%	310.80	127.65	183.15		
Rev	3,280.00	0.73%	23.84	0.00	23.84		
Tax							
Dev. Disability							
Exp	91,389.00	14.12%	12,906.32	5,924.95	6,981.37		
Rev	68,790.00	22.63%	15,564.00	0.00	15,564.00		
Tax	21,978.00	1.42%	312.28	312.28			
State Shared Rev			0.00				
Mental Health							

Exp	1,205,626.00	16.57%	199,753.78	110,948.23	88,805.55		
Rev	665,494.00	15.10%	100,492.00	50,439.44	50,052.56		
Tax	527,693.00	1.42%	7,497.94	7,497.94			
State Shared Rev			0.00				
Health Innovation Grant							
Exp	78,272.00	18.00%	14,087.74	8,261.46	5,826.28		
Rev	78,272.00	18.00%	14,086.65	5,825.19	8,261.46		
Tax							
Chemical Dependency							
Exp	52,000.00	50.11%	26,059.00	25,500.40	558.60		
Rev	58,000.00	20.00%	11,599.28	2,257.33	9,341.95		
Tax							
Child Services							
Exp	573,675.00	9.67%	55,498.52	21,241.76	34,256.76		
Rev	268,212.00	16.32%	43,766.42	8,398.69	35,367.73		
Tax	298,399.00	1.42%	4,239.92	4,239.92			
State Shared Rev			0.00				
Social Services							
Exp	1,236,792.00	18.13%	224,182.29	128,849.78	95,332.51		
Rev	1,035,569.00	14.97%	155,036.16	34,832.74	120,203.42		
Tax	196,214.00	1.42%	2,787.98	2,787.98			
State Shared Rev			0.00				
Income Main. Admin							
Exp	83,880.00	18.57%	15,573.26	9,343.86	6,229.40		
Rev	52,372.00	17.58%	9,206.75	1,185.90	8,020.85		
Tax	30,814.00	1.42%	437.84	437.84			
State Shared Rev			0.00				
Social Services Admin.							
Exp	299,604.00	18.02%	53,981.70	31,020.27	22,961.43		
Rev	65,000.00	19.57%	12,721.00	0.00	12,721.00		
Tax	229,294.00	1.42%	3,258.01	3,258.01			
State Shared Rev			0.00				
FS Admin							
Exp	676,653.00	17.52%	118,560.80	73,657.18	44,903.62		
Rev	148,488.00	15.82%	23,483.59	3,615.68	19,867.91		
Tax	515,911.00	1.42%	7,330.53	7,330.53			
State Shared Rev			0.00				
Agency Totals							
Exp	6,187,867.00	16.54%	1,023,436.61	605,573.36	417,863.25		
Rev	3,922,119.00	17.09%	670,405.25	169,892.31	500,512.94		
Tax	2,265,748.00	1.42%	32,193.81	32,193.81	0.00		
State Shared Rev			0.00				
Total Revenue	6,187,867.00	11.35%	702,599.06	202,086.12	500,512.94		

Board Approval Report

SSIS pymt. batch #: 108065313

Paid Cnty Vendor	Total Payments		Total Amount
Bliss/Jenny, 000010784	1		8,670.00
Svc Description	Svc Code	Payments	Amount
Adult Outpatient Psychotherapy	452	1	8,670.00
Blom/Susan, 000010800	2		1,569.28
Svc Description	Svc Code	Payments	Amount
Adult Outpatient Psychotherapy	452	2	1,569.28
Community Living Options, 000011478	3		1,417.64
Svc Description	Svc Code	Payments	Amount
Semi-Independent Living Services (SILS)	534	3	1,417.64
Family Pathways, 000012298	1		360.00
Svc Description	Svc Code	Payments	Amount
Family-Based Counseling Services	162	1	360.00
Fehrman/Anna, 000012299	1		50.00
Svc Description	Svc Code	Payments	Amount
Community Support Services	434	1	50.00
Ignaszewski/Karissa, 000012959	1		10,350.00
Svc Description	Svc Code	Payments	Amount
Adult Outpatient Psychotherapy	452	1	10,350.00
Isanti Cub Scout Pack 523, 000013081	1		186.00
Svc Description	Svc Code	Payments	Amount
Child Respite Care	489	1	186.00
Keilen/Jeanne, 000013431	1		90.00
Svc Description	Svc Code	Payments	Amount
Child Respite Care	489	1	90.00
Little Sand Group Homes, 000013715	1		7,247.10
Svc Description	Svc Code	Payments	Amount
Children's Group Residential Care	183	1	7,247.10
Lutheran Social Services of Minnesota, 000013783	1		49.95
Svc Description	Svc Code	Payments	Amount
Guardianship/Conservatorship	695	1	49.95
Milaca Community Education, 000014588	1		40.00
Svc Description	Svc Code	Payments	Amount
Child Respite Care	489	1	40.00
MN DHS-SOS, 000011816	7		8,980.05
Svc Description	Svc Code	Payments	Amount
State-Operated Inpatient	472	7	8,980.05
Mora Schools, 000014848	1		75.00
Svc Description	Svc Code	Payments	Amount
Child Respite Care	489	1	75.00
North Homes Inc., 000015171	3		10,522.26
Svc Description	Svc Code	Payments	Amount
Child Family Foster Care	181	1	1,164.06
Children's Residential Treatment	483	2	9,358.20
Options Residential, 000015334	1		1,062.85
Svc Description	Svc Code	Payments	Amount
Child Family Foster Care	181	1	1,062.85

Board Approval Report

Paid Cnty Vendor				Total Payments	Total Amount
PHASE, Inc., 000015579				2	1,028.06
Svc Description	Svc Code	Payments	Amount		
Day Training and Habilitation	566	1	676.06		
Transportation	516	1	352.00		
Richardson MD/Paul T, 000016136				1	3,000.00
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	1	3,000.00		
RSI, 000016246				2	545.76
Svc Description	Svc Code	Payments	Amount		
Semi-Independent Living Services (SILS)	534	2	545.76		
St. Cloud Metro Transit, 000016614				1	47.00
Svc Description	Svc Code	Payments	Amount		
Transportation	516	1	47.00		
Steps of Success, 000016736				1	4,610.13
Svc Description	Svc Code	Payments	Amount		
Children's Group Residential Care	183	1	4,610.13		
VOLUNTEERS OF AMERICA, 000017460				5	3,365.01
Svc Description	Svc Code	Payments	Amount		
Semi-Independent Living Services (SILS)	534	5	3,365.01		
Walinski/Linda R.N. M.A. L.P., 000017529				2	1,062.62
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	2	1,062.62		
Report Totals:				40	64,328.71

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	\$ 243.23
Health Insurance Reimbursement	\$ 3,498.90
Health Insurance Reimbursement	\$ 144.60
Health Insurance Reimbursement	\$ 578.28
Medical Mileage	\$ 9.78
Health Insurance Reimbursement	\$ 144.60
Medical Mileage	\$ 74.80
BillCare	\$ 590.00
Medical Mileage	\$ 122.76
Chelsey Bottelson	\$ 429.53
Medical Mileage	\$ 14.96
Health Insurance Reimbursement	\$ 149.29
Card Services	\$ 65.93
Health Insurance Reimbursement	\$ 144.60
Health Insurance Reimbursement	\$ 144.60
Health Insurance Reimbursement	\$ 71.14
Cassie Dahlberg	\$ 397.39
Tm Dahlberg	\$ 72.38
Health Insurance Reimbursement	\$ 144.60
DHS	\$ 1,913.06
DNA Diagnostitcs (Child Support Services)	\$ 87.00
Health Insurance Reimbursement	\$ 897.28
Krista Eye	\$ 57.50
Health Insurance Reimbursement	\$ 144.60
Health Insurance Reimbursement	\$ 144.60
Medical Mileage	\$ 226.87
Health Insurance Reimbursement	\$ 144.60
Health Insurance Reimbursement	\$ 224.00
Health Insurance Reimbursement	\$ 156.80
Health Insurance Reimbursement	\$ 144.60
Katie Heacock	\$ 75.90
Medical Mileage	\$ 81.63
Health Insurance Reimbursement	\$ 345.52
Health Insurance Reimbursement	\$ 144.60
Leah Hjort	\$ 305.33
Linda Hosley	\$ 138.00
Innovative Office Solutions	\$ 676.94
Cheryl Jenkins	\$ 53.48
Health Insurance Reimbursement	\$ 144.60
Kanabec County Attorney	\$ 5,425.20
Kanabec Co Lcts	\$ 21,119.00
Kanabec County Aud Treasurer	\$ 6,607.83
Kanabec County Comm Health	\$ 31,689.68
Kanabec County Sheriff	\$ 40.00
Health Insurance Reimbursement	\$ 394.30
Aliina Knickerbocker	\$ 20.47
Health Insurance Reimbursement	\$ 144.60
Health Insurance Reimbursement	\$ 144.60
Medical Mileage	\$ 27.28
Health Insurance Reimbursement	\$ 410.52

Patricia Kruse	\$	12.08
Medical Mileage	\$	49.72
Medical Mileage	\$	103.05
Kari Lindstrom	\$	343.56
Danielle Linkert	\$	24.15
Ashlee Lovaas	\$	95.16
Medical Mileage	\$	100.32
Alissa McDermeit	\$	646.88
Health Insurance Reimbursement	\$	144.60
Kelly Mitchell	\$	220.80
Health Insurance Reimbursement	\$	361.92
Health Insurance Reimbursement	\$	144.60
Health Insurance Reimbursement	\$	144.60
Health Insurance Reimbursement	\$	649.80
Health Insurance Reimbursement	\$	144.60
Medical Mileage	\$	87.38
Health Insurance Reimbursement	\$	433.80
Tammy Owens	\$	83.95
Health Insurance Reimbursement	\$	144.60
Health Insurance Reimbursement	\$	144.60
Medical Mileage	\$	15.84
Health Insurance Reimbursement	\$	530.76
Medical Mileage	\$	61.95
Medical Mileage	\$	12.76
Premier Biotech Labs	\$	36.45
Teresa Price	\$	56.25
Health Insurance Reimbursement	\$	144.60
Health Insurance Reimbursement	\$	864.11
Medical Mileage	\$	145.62
Health Insurance Reimbursement	\$	530.76
Health Insurance Reimbursement	\$	144.60
Health Insurance Reimbursement	\$	144.60
Health Insurance Reimbursement	\$	150.58
Health Insurance Reimbursement	\$	872.32
Health Insurance Reimbursement	\$	221.12
Health Insurance Reimbursement	\$	144.60
Medical Mileage	\$	105.52
Medical Mileage	\$	501.60
Medical Mileage	\$	64.04
Health Insurance Reimbursement	\$	93.60
Medical Mileage	\$	85.80
Kristen Struss	\$	227.65
Health Insurance Reimbursement	\$	144.60
Health Insurance Reimbursement	\$	306.28
Timber Trails	\$	2,787.47
Health Insurance Reimbursement	\$	144.60
Medical Mileage	\$	29.65
Health Insurance Reimbursement	\$	462.22
Health Insurance Reimbursement	\$	292.42
Health Insurance Reimbursement	\$	292.42
Medical Mileage	\$	50.57
Health Insurance Reimbursement	\$	542.42

Sharon Wright		\$	127.65
Health Insurance Reimbursement		\$	222.00
Tamara Kelash		\$	210.78
TOTAL IFS DOLLARS		\$	94,164.74
	106	Total IFS Vendors	
TOTAL SSIS DOLLARS		\$	64,328.71
	22	Total SSIS Vendors	
GRAND TOTAL		\$	158,493.45
	0	Total Vendors	

9:30 Appointment

March 17, 2020

REQUEST FOR BOARD ACTION

a. Subject: Follow Up on Hospital Taxation	b. Origination: Assessor's Office
c. Estimated time: 15 minutes	d. Presenter(s): Tina Von Eschen, Assessor

e. Board action requested:

f. Background:

The Assessor was asked to provide the Board with follow up information about property taxes applicable to the Kanabec Hospital (d.b.a Welia Health).

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

9:45am Appointment

March 17, 2020

REQUEST FOR BOARD ACTION

a. Subject: Welia Health	b. Origination: Randy Ulseth, CEO
c. Estimated time: 45 minutes	d. Presenter(s): Randy Ulseth

e. Board action requested:

Randy Ulseth will be presenting an update on operations and potential changes at Welia Health for your information and consideration.

f. Background:

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

10:45am Appointment

March 17, 2020

REQUEST FOR BOARD ACTION

a. Subject: Summer Assistant	b. Origination: County Coordinator/ U of MN
c. Estimated time: 5 Minutes	d. Presenter(s): Laura Krist

e. Board action requested:

Approve the following resolution:

Resolution #__ - 3/17/20

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

WHEREAS the board did budget for this position in 2020, and

WHEREAS the board desires to fill this position;

BE IT RESOLVED that the County Board authorizes the County Personnel Director to hire a 4-H Summer Assistant to refill the vacant position at \$10.00 per hour, or \$10.30 per hour if the person has prior experience as a Kanabec County 4-H Summer Assistant, and

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

f. Background:

Per 2020 budget, hours requested by the Extension Committee were 350 for summer assistant. In 2019, the summer assistant used 339.5 hours.

Attached is a copy of the job description for this position

Supporting Documents: None **Attached:** ☒

Date Received in County Coordinator's Office:

n/a – originating department

Coordinators Comments:

Kanabec County Position Description

Extension 4-H Program Assistant

Exemption Status: Non-Exempt

Date: April 20, 2005

Department: Extension

Job Specifications

Factor	Level
Minimum Education:	High school graduate or equivalent
Minimum Job Related Experience:.	None
Other Requirements	Valid MN Driver's License
Supervision Given To:	None
Supervision Received From:	Extension Secretary

Knowledge, Skills & Abilities Desired

- ▶ Knowledge of office procedures.
- ▶ Skilled in working with young people and adults
- ▶ Skilled in the use of office equipment, including computers and calculator.
- ▶ Some skills in oral and written communication
- ▶ Considerable ability to perform detailed work with a high degree of accuracy.
- ▶ Ability to establish and maintain effective working relationships with county officials, employees, and the general public.
- ▶ Ability to perform manual labor tasks involving some dexterity
- ▶ ☐Ability to work productively as part of a team and express enthusiasm for 4-H projects.

Job Summary

This position is intended to provide hands-on experience for the Extension 4-H Program Assistant and at the same time provide County 4-H Program Coordinators with extra needed help during the busy summer season.

Some Examples of Essential Duties

In all duties, this position works according to good safety practices as posted, instructed, discussed, and written in policy. Uses all safety devices provided for their protection and the protection of others. Reports any unsafe condition or act to their supervisor or the safety officer immediately.

1. Assisting with coordinating county and/or State Fair programs, activities and events
2. Managing the required registration systems for 4-H State Fair participation and planning registration meetings with 4-H members.
3. Assisting regional extension educators and 4-H program coordinators with local county programming and

providing timely communication to Extension staff regarding progress made and accomplishments as well as recommendations for changes next year.

4. Assisting with 4-H membership recruitment and encouraging parental participation and support.
5. Working with community education programs
6. Assisting with media relations
7. Follow the program guidelines of the University of Minnesota Extension Service, the Minnesota 4-H program and the Kanabec County 4-H program.
8. Serves as a respectful, positive role model for youth and adults.
9. Performs other duties as required.

Physical Demand Analysis Summary

PHYSICAL DEMANDS IN THIS JOB WILL VARY AS THE PERSON'S DUTIES CHANGE. FOLLOWING IS AN ESTIMATED AVERAGE.

In a typical 5 hour work day, this person sits 1 hours, stands 2 hours and walks 2 hours. Some special physical demands include:

1. Up to 30% of the time requires carrying up to 24 pounds.
2. Up to 100% of the time requires seeing with near acuity and seeing a full field of vision.
4. Up to 70% of the time requires good verbal communication and hearing normal conversation.
5. Up to 50% of the time requires seeing with far acuity.
6. Up to 30% of the time requires good written communication, seeing with depth perception and being able to distinguish colors.
7. Up to 10% of the time requires hearing high pitched or low pitched sounds.
8. Up to 50% of the time requires reaching above shoulder level and pushing/pulling.
9. Up to 10% of the time requires bending/stooping and crouching.
10. Up to 70% of the time requires use of the hands at waist, chest and shoulder height.
11. Up to 30% of the time requires use of the hands at ear, top of the head, and over the head heights.

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

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

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

March 17, 2020
10:50 a.m. Appointment Agenda of
Chad T. Gramentz, PE
Public Works Director

- | | |
|--------------------------|--------------------------|
| 1. Construction Bids | Resolution #1 (03-17-20) |
| 2. Equipment Rental Bids | Resolution #2 (03-17-20) |
| 3. Final Payment | Resolution #3 (03-17-20) |
| 4. Water Service Repair | |

Resolution #1 (3-17-20)
KCP 19-04(CR 47), KCP 20-02 (CR 81), KCP 20-20 (Patching), SAP 033-610-017,
SAP 033-610-018, SAP 033-613-005, Arthur 20-01

WHEREAS the following bids were received on March 10, 2020 for bituminous paving and associated construction:

Knife River Corp.	\$2,534,534.53
Central Specialties Inc.	\$2,979,160.85
Duninck Inc.	\$3,290,418.89

WHEREAS the lowest responsible bid was \$2,534,534.53 submitted by Knife River Corp., and

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners accepts the bid of \$2,534,534.53 submitted by Knife River Corp. for bituminous paving and associated construction, and

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

Resolution #2 (3-17-20)
Equipment Rental and Service Bids

WHEREAS bids were received and opened on March 16, 2020 for equipment rental rates and services, and

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

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

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

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

Resolution #3 (3-17-20)

Final Payment

SAP 033-618-003, KCP 19-08 (Patching), Arthur 19-01

WHEREAS Projects SAP 033-618-003, KCP 19-08 (Patching), Arthur 19-01 have in all things been completed and in accordance with the contract and the County Board being fully advised in the premises,

THEREFORE BE IT RESOLVED that we do hereby accept said completed project for and on behalf of the County of Kanabec and authorize final payment to Knife River Corp, in the amount of \$15,106.38.

ARTHUR TOWNSHIP
KANABEC COUNTY, MINNESOTA

Resolution 3102020

WHEREAS, Knife River Corporation – North Central provided the lowest bid for Arthur Township's paving project on the north/south portion of Island View Drive, and

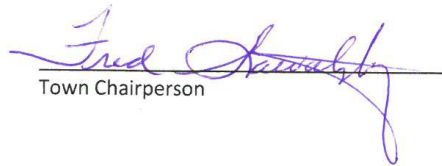
WHEREAS, the Arthur Town Board wishes to proceed with this project, and


WHEREAS, Arthur Township has the funds to cover the cost of this paving project,

NOW, THEREFORE, BE IT RESOLVED, that Arthur Town Board requests that Kanabec County proceed with said paving project with Knife River Corporation – North Central with the contract amount to be \$112,725.00 or less.

Adopted this 10th day of March, 2020.

BY THE TOWN BOARD


Town Chairperson

Attest: 
Town Clerk

Project Bid Abstract
2020 Bit Rehab projects in Kanabec County
KANABEC COUNTY

ARTHUR TWP 20-01 (ISLAND VIEW DRIVE)				Engineers Estimate		KNIFE RIVER CORPORATION-NO.CENTRAL		CENTRAL SPECIALTIES, INC.		DUNINCK, INC	
Item	Description	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
2021.501	MOBILIZATION	LS	1	\$1,500.00	\$1,500.00	\$4,360.00	\$4,360.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (2:C)	TON	1950	\$55.00	\$107,250.00	\$54.70	\$106,665.00	\$67.00	\$130,650.00	\$54.00	\$105,300.00
2563.601	TRAFFIC CONTROL	LS	1	\$1,000.00	\$1,000.00	\$1,700.00	\$1,700.00	\$500.00	\$500.00	\$650.00	\$650.00
Total ARTHUR TWP 20-01:					\$109,750.00		\$112,725.00		\$132,150.00		\$108,450.00

KCP 19-04 (CR 47)				Engineers Estimate		KNIFE RIVER CORPORATION-NO.CENTRAL		CENTRAL SPECIALTIES, INC.		DUNINCK, INC	
Item	Description	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
2021.501	MOBILIZATION	LS	1	\$26,000.00	\$26,000.00	\$14,865.00	\$14,865.00	\$40,000.00	\$40,000.00	\$60,000.00	\$60,000.00
2051.501	MAINT & RESTORATION OF HAUL ROADS	LS	1	\$5,000.00	\$5,000.00	\$0.01	\$0.01	\$1.00	\$1.00	\$1.00	\$1.00
2104.503	SAWING BITUMINOUS PAVEMENT	L F	500	\$2.00	\$1,000.00	\$0.90	\$450.00	\$1.00	\$500.00	\$2.50	\$1,250.00
2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	1000	\$3.50	\$3,500.00	\$2.80	\$2,800.00	\$5.00	\$5,000.00	\$7.50	\$7,500.00
2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	1000	\$2.00	\$2,000.00	\$0.90	\$900.00	\$2.00	\$2,000.00	\$1.75	\$1,750.00
2123.51	MOTOR GRADER	HOURL	8	\$125.00	\$1,000.00	\$165.00	\$1,320.00	\$150.00	\$1,200.00	\$175.00	\$1,400.00
2123.51	2.0 CU YD SHOVEL	HOURL	8	\$195.00	\$1,560.00	\$1.00	\$8.00	\$175.00	\$1,400.00	\$185.00	\$1,480.00
2123.51	DOZER	HOURL	8	\$130.00	\$1,040.00	\$85.00	\$680.00	\$175.00	\$1,400.00	\$200.00	\$1,600.00
2123.51	DISK HARROW	HOURL	8	\$150.00	\$1,200.00	\$1.00	\$8.00	\$175.00	\$1,400.00	\$155.00	\$1,240.00
2123.51	TAMPING ROLLER	HOURL	8	\$125.00	\$1,000.00	\$35.00	\$280.00	\$150.00	\$1,200.00	\$175.00	\$1,400.00
2211.507	AGGREGATE BASE (LV) CLASS 5	C Y	500	\$20.00	\$10,000.00	\$11.00	\$5,500.00	\$20.00	\$10,000.00	\$35.00	\$17,500.00
2221.507	SHOULDER BASE AGGREGATE (LV) CLASS 1	C Y	570	\$20.00	\$11,400.00	\$28.65	\$16,330.50	\$29.00	\$16,530.00	\$35.00	\$19,950.00
2231.507	BITUMINOUS PATCHING MIXTURE	C Y	500	\$85.00	\$42,500.00	\$47.00	\$23,500.00	\$75.00	\$37,500.00	\$75.00	\$37,500.00
2232.504	MILL BITUMINOUS SURFACE (1.5")	S Y	57207	\$1.20	\$68,648.40	\$1.35	\$77,229.45	\$1.20	\$68,648.40	\$1.75	\$100,112.25
2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	4012	\$2.00	\$8,024.00	\$2.35	\$9,428.20	\$1.00	\$4,012.00	\$2.25	\$9,027.00
2357.606	BITUMINOUS MATERIAL FOR SHOULDER TACK	GAL	1867	\$3.00	\$5,601.00	\$3.65	\$6,814.55	\$2.50	\$4,667.50	\$3.50	\$6,534.50
2360.509	TYPE SP 9.5 WEARING COURSE MIX (2:B)	TON	6680	\$55.00	\$367,400.00	\$48.85	\$326,318.00	\$45.17	\$301,735.60	\$57.00	\$380,760.00
2540.602	MAIL BOX SUPPORT	EACH	25	\$110.00	\$2,750.00	\$110.00	\$2,750.00	\$110.00	\$2,750.00	\$110.00	\$2,750.00
2563.601	TRAFFIC CONTROL	LS	1	\$2,000.00	\$2,000.00	\$4,685.00	\$4,685.00	\$550.00	\$550.00	\$1,250.00	\$1,250.00
2582.503	4" SOLID LINE PAINT	L F	46676	\$0.10	\$4,667.60	\$0.06	\$2,800.56	\$0.06	\$2,660.53	\$0.06	\$2,800.56
2582.503	4" SOLID LINE PAINT	L F	22876	\$0.10	\$2,287.60	\$0.06	\$1,372.56	\$0.06	\$1,303.93	\$0.06	\$1,372.56
Total KCP 19-04:					\$568,578.60		\$498,039.83		\$504,458.96		\$657,177.87

KCP 20-02 (CR 81)				Engineers Estimate		KNIFE RIVER CORPORATION-NO.CENTRAL		CENTRAL SPECIALTIES, INC.		DUNINCK, INC	
Item	Description	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
2021.501	MOBILIZATION	LS	1	\$50,000.00	\$50,000.00	\$28,690.00	\$28,690.00	\$40,000.00	\$40,000.00	\$75,000.00	\$75,000.00
2051.501	MAINT & RESTORATION OF HAUL ROADS	LS	1	\$5,000.00	\$5,000.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
2101.501	CLEARING & GRUBBING	LS	1	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$14,000.00	\$14,000.00	\$16,500.00	\$16,500.00
2104.503	SAWING BITUMINOUS PAVEMENT	L F	750	\$5.00	\$3,750.00	\$0.90	\$675.00	\$1.00	\$750.00	\$2.50	\$1,875.00
2104.503	REMOVE PIPE CULVERT AND APRON	L F	270	\$8.00	\$2,160.00	\$15.00	\$4,050.00	\$20.00	\$5,400.00	\$10.00	\$2,700.00
2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	7050	\$2.00	\$14,100.00	\$2.40	\$16,920.00	\$6.50	\$45,825.00	\$6.30	\$44,415.00
2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	12500	\$1.85	\$23,125.00	\$1.35	\$16,875.00	\$2.00	\$25,000.00	\$1.50	\$18,750.00
2105.604	GEOGRID	S Y	9200	\$6.00	\$55,200.00	\$2.50	\$23,000.00	\$3.50	\$32,200.00	\$6.00	\$55,200.00
2106.507	EXCAVATION - COMMON (P)	C Y	8000	\$8.00	\$64,000.00	\$8.00	\$64,000.00	\$16.50	\$132,000.00	\$9.00	\$72,000.00
2106.507	GRANULAR EMBANKMENT (CV) (P)	C Y	9841	\$13.00	\$127,933.00	\$11.00	\$108,251.00	\$23.00	\$226,343.00	\$23.00	\$226,343.00
2123.51	MOTOR GRADER	HOURL	12	\$150.00	\$1,800.00	\$160.00	\$1,920.00	\$150.00	\$1,800.00	\$150.00	\$1,800.00
2123.51	2.0 CU YD SHOVEL	HOURL	12	\$150.00	\$1,800.00	\$180.00	\$2,160.00	\$175.00	\$2,100.00	\$150.00	\$1,800.00
2123.51	DOZER	HOURL	12	\$150.00	\$1,800.00	\$200.00	\$2,400.00	\$175.00	\$2,100.00	\$150.00	\$1,800.00
2123.51	20 CU. YD. SCRAPER	HOURL	12	\$150.00	\$1,800.00	\$150.00	\$1,800.00	\$175.00	\$2,100.00	\$250.00	\$3,000.00
2123.51	TAMPING ROLLER	HOURL	12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2130.523	WATER FOR DUST CONTROL	MGAL	5	\$100.00	\$500.00	\$100.00	\$500.00	\$25.00	\$125.00	\$100.00	\$500.00
2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	C Y	1930	\$14.00	\$27,020.00	\$22.20	\$42,846.00	\$45.00	\$86,850.00	\$32.00	\$61,760.00
2221.507	SHOULDER BASE AGGREGATE (CV) CLASS 1	C Y	630	\$17.00	\$10,710.00	\$28.65	\$18,049.50	\$40.00	\$25,200.00	\$28.00	\$17,640.00
2231.509	BITUMINOUS PATCHING MIXTURE	TON	500	\$65.00	\$32,500.00	\$47.00	\$23,500.00	\$75.00	\$37,500.00	\$80.00	\$40,000.00
2232.504	MILL BITUMINOUS SURFACE (1.0")	S Y	20900	\$1.00	\$20,900.00	\$1.35	\$28,215.00	\$1.40	\$29,260.00	\$1.50	\$31,350.00
2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1752	\$1.00	\$1,752.00	\$2.35	\$4,117.20	\$1.00	\$1,752.00	\$2.75	\$4,818.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (2:B)	TON	3485	\$54.00	\$188,190.00	\$52.35	\$182,439.75	\$56.64	\$197,390.40	\$62.00	\$216,070.00
2501.502	24" RC SAFETY APRON & GRATE DES 3022C 1:4 SLOPE	EACH	4	\$1,250.00	\$5,000.00	\$2,800.00	\$11,200.00	\$1,950.00	\$7,800.00	\$1,200.00	\$4,800.00
2501.502	15" CS SAFETY APRON	EACH	12	\$400.00	\$4,800.00	\$300.00	\$3,600.00	\$230.00	\$2,760.00	\$200.00	\$2,400.00
2501.503	15" CS PIPE CULVERT	L F	202	\$35.00	\$7,070.00	\$30.00	\$6,060.00	\$25.00	\$5,050.00	\$55.00	\$11,110.00
2501.503	24" RC PIPE CULVERT	L F	80	\$60.00	\$4,800.00	\$100.00	\$8,000.00	\$75.00	\$6,000.00	\$106.00	\$8,480.00
2511.507	RANDOM RIPRAP CLASS II	C Y	48	\$40.00	\$1,920.00	\$70.00	\$3,360.00	\$100.00	\$4,800.00	\$55.00	\$2,640.00
2540.602	MAIL BOX SUPPORT	EACH	14	\$125.00	\$1,750.00	\$110.00	\$1,540.00	\$130.00	\$1,540.00	\$110.00	\$1,540.00
2563.601	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$9,685.00	\$9,685.00	\$3,750.00	\$3,750.00	\$1,300.00	\$1,300.00
2573.501	COMPREHENSIVE STORMWATER SITE MANAGEMENT	LS	1	\$10,000.00	\$10,000.00	\$13,000.00	\$13,000.00	\$15,000.00	\$15,000.00	\$3,000.00	\$3,000.00
2575.501	TURF ESTABLISHMENT	LS	1	\$10,000.00	\$10,000.00	\$13,000.00	\$13,000.00	\$15,000.00	\$15,000.00	\$21,500.00	\$21,500.00
2582.503	4" SOLID LINE PAINT	L F	36572	\$0.07	\$2,560.04	\$0.06	\$2,194.32	\$0.06	\$2,084.60	\$0.06	\$2,194.32
2582.503	4" BROKEN LINE PAINT	L F	990	\$0.07	\$69.30	\$0.20	\$198.00	\$0.06	\$56.43	\$0.06	\$59.40
Total KCP 20-02:					\$697,009.34		\$644,746.77		\$971,537.43		\$952,345.72

KCP 20-20 (COUNTY WIDE PATCHING)				Engineers Estimate		KNIFE RIVER CORPORATION-NO.CENTRAL		CENTRAL SPECIALTIES, INC.		DUNINCK, INC	
Item	Description	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
2360.509	TYPE SP 9.5 WEARING COURSE MIX (2:B)	TON	1000	\$55.00	\$55,000.00	\$78.65	\$78,650.00	\$76.00	\$76,000.00	\$57.00	\$57,000.00
Total KCP 20-20 (COUNTY WIDE PATCHING):					\$55,000.00		\$78,650.00		\$76,000.00		\$57,000.00

SAP 033-610-017				Engineers Estimate		KNIFE RIVER CORPORATION-NO.CENTRAL		CENTRAL SPECIALTIES, INC.		DUNINCK, INC	
Item	Description	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
2021.501	MOBILIZATION	LS	1	\$14,000.00	\$14,000.00	\$14,865.00	\$14,865.00	\$40,000.00	\$40,000.00	\$60,000.00	\$60,000.00
2051.501	MAINT & RESTORATION OF HAUL ROADS	LS	1	\$5,000.00	\$5,000.00	\$0.01	\$0.01	\$1.00	\$1.00	\$1.00	\$1.00
2104.503	SAWING BITUMINOUS PAVEMENT	L F	750	\$2.00	\$1,500.00	\$0.90	\$675.00	\$1.00	\$750.00	\$2.50	\$1,875.00
2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	1000	\$2.50	\$2,500.00	\$2.80	\$2,800.00	\$5.00	\$5,000.00	\$7.50	\$7,500.00
2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	1000	\$1.33	\$1,330.00	\$0.90	\$900.00	\$2.00	\$2,000.00	\$1.75	\$1,750.00
2123.51	MOTOR GRADER	HOURL	8	\$125.00	\$1,000.00	\$165.00	\$1,320.00	\$150.00	\$1,200.00	\$175.00	\$1,400.00
2123.51	2.0 CU YD SHOVEL	HOURL	8	\$195.00	\$1,560.00	\$1.00	\$8.00	\$170.00	\$1,360.00	\$185.00	\$1,480.00
2123.51	DOZER	HOURL	8	\$125.00	\$1,000.00	\$85.00	\$680.00	\$170.00	\$1,360.00	\$200.00	\$1,600.00
2123.51	DISK HARROW	HOURL	8	\$150.00	\$1,200.00	\$1.00	\$8.00	\$170.00	\$1,360.00	\$155.00	\$1,240.00
2123.51	TAMPING ROLLER	HOURL	8	\$125.00	\$1,000.00	\$35.00	\$280.00	\$150.00	\$1,200.00	\$175.00	\$1,400.00
2211.507	AGGREGATE BASE (LV) CLASS 5	C Y	500	\$20.00	\$10,000.00	\$11.00	\$5,500.00	\$20.00	\$10,000.00	\$28.00	\$14,000.00
2221.507	SHOULDER BASE AGGREGATE (LV) CLASS 1	C Y	782	\$20.00	\$15,640.00	\$24.35	\$19,041.70	\$28.00	\$21,896.00	\$35.00	\$27,370.00
2231.509	BITUMINOUS PATCHING MIXTURE	TON	300	\$85.00	\$25,500.00	\$47.00	\$14,100.00	\$75.00	\$22,500.00	\$70.00	\$21,000.00
2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1487	\$2.00	\$2,974.00	\$2.35	\$3,494.45	\$1.00	\$1,487.00	\$3.00	\$4,461.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (2:B)	TON	3650	\$55.00	\$200,750.00	\$48.85	\$178,302.50	\$45.95	\$167,717.50	\$53.00	\$193,450.00
2540.602	MAILBOX SUPPORT	EACH	17	\$175.00	\$2,975.00	\$110.00	\$1,870.00	\$110.00	\$1,870.00	\$110.00	\$1,870.00
2563.601	TRAFFIC CONTROL	LS	1	\$7,000.00	\$7,000.00	\$4,685.00	\$4,685.00	\$500.00	\$500.00	\$1,250.00	\$1,250.00
2582.503	4" SOLID LINE PAINT	L F	22047	\$0.10	\$2,204.70	\$0.06	\$1,322.82	\$0.06	\$1,256.68	\$0.06	\$1,322.82
2582.503	4" SOLID LINE PAINT	L F	6398	\$0.10	\$639.80	\$0.06	\$383.88	\$0.06	\$364.69	\$0.06	\$383.88
Total SAP 033-610-017:					\$297,773.50		\$250,236.36		\$281,822.87		\$343,353.33

10:55am Appointment

March 17, 2020

REQUEST FOR BOARD ACTION

a. Subject: Scenario Planning for COVID-19 & <i>Draft</i> Public Health Emergency Policy for County Employees	b. Origination: Community Health Department & Coordinator's Office
c. Estimated time: 20 minutes	d. Presenter(s): Kathy Burski, Kris McNally and Kate Mestnik

e. Board action requested:

Discuss current status of COVID-19 and review and consider adoption of the Public Health Emergency Policy for County Employees.

RESOLUTION # _____-3/17/2020

WHEREAS, conditions may occur where a disease, such as influenza or other contagious respiratory disease, has reached a World Health Organization (WHO), Centers for Disease Control (CDC), or Minnesota Department of Health (MDH) declaration of a public health emergency; and

WHEREAS, under these circumstances, the County Board may invoke the Public Health Emergency Policy for County Employees to encourage employees who are sick to stay home, to balance employees' health with our service to the public, and to further define related County policies and procedures.

THEREFORE, BE IT RESOLVED, that the Kanabec County Board of Commissioners hereby adopts the Public Health Emergency Policy for County Employees.

BE IT FUTHER RESOLVED that the Public Health Emergency Policy for County Employees is not yet deemed active, but is adopted and ready for activation by the Board of Commissioners if and when conditions require said action.

f. Background:

Current Status:

- Community Health is providing Department Heads with weekly updates about the Coronavirus. Staff are being provided resources for questions about the outbreak and being encouraged to wash their hands, practice social distancing and stay home if sick.
- Department Heads have been advised to work with their staff and complete a continuity of operations plan.
- Building Maintenance has ensured the cleaning vendor is using a chemical on the CDC's approved list for the COVID-19 virus, and has provided departments with an approved cleaning solvent and rags to encourage additional cleaning of points of contact during the day.

Supporting Documents: None **Attached:** ☒

Date received in County Coordinators Office:

Coordinators Comments:

Kanabec County currently has 34 employees with less than 40 hours of paid time off (PTO, banked sick, banked vacation) (15%)

PTO	Banked Vacation	Banked Sick
21.97		
	24.45	
32.59		
17.61		
		35.4
	39.77	
		22.12
25.02		
17.7		
26.94		
28.13		
		22.25
		5.1
9.1		
43.97	3.63	
33.22		
	6.5	13.3
	11.7	37
38.88		
	17.52	
		40
31.76		
	36.46	7.53
34.38		
33.94		
11.76		
26.51		
17.25		
29.24		
	6.65	
	10.35	
13.52		
34.64		
14.2		

Approved: _____

Effective: _____

Public Health Emergency Policy for County Employees

Policy

Conditions may occur where a disease, such as influenza, respiratory illness or other contagious disease, has been declared by the World Health Organization (WHO), Centers for Disease Control (CDC), or Minnesota Department of Health (MDH) to be a public health emergency, indicating widespread human infection. When one or more of the declarations have been enacted, the Kanabec County Board of Commissioners shall have the discretion to declare this policy as active.

Paid Leave

If the County Board declares this policy to be active, exceptions to the collectively bargained paid leave benefits and related county policies would be permitted to the benefit of employees, as follows:

- An employee who has exhausted all paid leave would be allowed to receive an advance of the equivalent of up to 10 days of paid time off (up to a maximum of 80 hours, unless a greater amount is approved at the discretion of the County Board) for absence from work due to (consequences) infection of the public health emergency. The advanced hours will automatically be reduced from the employee's future accruals. Once the advanced hours are paid back, paid time off accruals will again be credited to the employee's balance at their full accrual rate. In the event the employee separates from Kanabec County before the advanced hours have been repaid, the county will deduct the value of the remaining hours (number of hours times the employee's hourly rate of pay at separation) from the employee's last pay check.

All other provisions of the collective bargaining agreements remain intact, including but not limited to those pertaining to paid leave benefits. For example, the use of EMB requires a physician's note for the illness of the employee or an immediate family member. In the event of a school or day care closure an employee may use PTO, banked sick time or banked vacation time, not EMB, to supervise a child/children.

Medical Assessment

Kanabec County strongly encourages employees to stay home if they are feeling sick, especially if they are experiencing influenza-like or respiratory symptoms associated with widespread transmission. All employees are required to self-monitor for symptoms on a 24/7 basis. In the event an employee comes to work with symptoms, the employee may

be asked to go home. If the employee refuses to go home, they may be sent to the Public Health Department for a medical assessment based on the potential “direct threat” to the health or safety of the individual or others that cannot otherwise be eliminated or reduced by reasonable accommodation. If the medical assessment deems the symptoms meet established criteria to be considered consistent with the symptoms associated with widespread transmission the employee will be sent home. Refusal to go home at that time will be deemed insubordination and will be subject to immediate disciplinary action, up to and including suspension or termination of employment.

Travel and Quarantine

Employees are strongly encouraged to avoid travel. The Board reserves the right to restrict in-state and out-of-state business related travel during the period in which this policy is active. If employees travel out of state or country, Kanabec County may not require quarantine but may allow return to work with increased social distancing and self-monitoring.

Telecommuting

Working remotely may be an option for some positions in the county. The Board may delegate the decision to allow telecommuting to Department Heads, in consultation with the I.S. Director and Personnel Director, during the period in which this policy is active. Telecommuting requests will be evaluated on a case by case basis.

County Board Meetings

The Kanabec County Board of Commissioners may cancel board meetings or conduct meetings by telephone in the event of a health emergency (pandemic) pursuant to Minnesota Statute 13D. If meetings are cancelled, notice will be posted on the official bulletin board in the Courthouse, on the county’s website, and on the county’s Facebook page. Notice will also be given to persons who have requested to be on the board agenda distribution list, as well as KBEK 95.5 radio.

Scope

This policy applies to all County employees and is only in effect upon declaration by the County Board and it will remain in effect until the County Board declares it to be inactive. In making the decisions to invoke and end this policy, the County Board will consult with the Public Health Director and the Personnel Director.

Responsibilities

Employees will receive a copy of this policy at the time at a declaration is made by the County Board that the policy is being activated. Supervisors will be asked to discuss the policy with their employees. Employees requesting use of advanced PTO must complete the attached form and submit it to their supervisor or department head. Upon approving or denying the request, the supervisor or department head must submit the form to the HR Specialist.

Background

Among prevention strategies associated with influenza and respiratory illness, some of the best ways to prevent infection is to avoid being exposed to the virus that causes it. Employees are strongly encouraged to avoid large gatherings, hosting visitors from out of country/state, and any unnecessary travel. The Minnesota Department of Health strongly encourages people to stay home if they are feeling sick, especially if they are experiencing influenza-like or respiratory symptoms associated with widespread transmission.

DRAFT

REQUEST FOR PAID TIME OFF (PTO) ADVANCE DURING A DECLARED PUBLIC HEALTH EMERGENCY

NAME: _____ DEPARTMENT: _____

I am requesting an advance of paid time off (PTO) hours because:

- I am experiencing symptoms consistent with the declared public health emergency, or am needed to care for an immediate family member experiencing these symptoms; and
- I am within the period the County Board has declared this policy to be active; and
- I have exhausted all of my accumulated sick, vacation, PTO and compensatory time; and
- I have not already received the maximum advance of 10 days (maximum of 80 hours) based on my regular work schedule.

The number of paid time off hours (PTO) I am requesting is (select one):

_____ A maximum of 80 hours because I usually work 80 or more hours per pay period, exclusive of overtime.

_____ A maximum of _____ hours because I usually work _____ or more hours per pay period (specify anything less than full time (80 hours)), exclusive of overtime.

I agree that the actual number of hours within the maximum specified above will be limited to the actual number of hours needed for this purpose and that they may not be accumulated or used for any other purpose.

I agree that if sick leave hours are advanced to me, the equivalent number of hours I used will be deducted from future accruals and that I will not have new accrued hours added to my PTO balance until the advanced hours have been fully paid back.

I agree that if I separate from Kanabec County employment before the advanced hours are fully paid back, the County Auditor or designee will deduct the value of those hours (number of hours times my hourly rate of pay at separation) from my last paycheck.

Employee's Signature: _____ Date: _____

For Office Use Only:

Approvals

Supervisor: _____ *Approved* _____ *Denied- specify reason:* _____

Department Head: _____ *Approved* _____ *Denied- specify reason:* _____

Human Resource Comments: _____

Coronavirus Disease 2019 (COVID-19)

Interim Guidance for Businesses and Employers

Plan, Prepare and Respond to Coronavirus Disease 2019

This Interim guidance is based on what is currently known about the coronavirus disease 2019 (COVID-19). The Centers for Disease Control and Prevention (CDC) will update this interim guidance as needed and as additional information becomes available.

CDC is working across the Department of Health and Human Services and across the U.S. government in the public health response to COVID-19. Much is unknown about how the virus that causes COVID-19 spreads. Current knowledge is largely based on what is known about similar coronaviruses.

CDC Public and Private Partner Call for COVID-19 — March 4, 2020

Dr. Jay Butler, CDC's Deputy Director for Infectious Diseases and Senior Response Official for the COVID-19 response provided a situational update for CDC partners, including members of the private sector, public health organizations, universities, and clinical societies.

Coronaviruses are a large family of viruses that are common in humans and many different species of animals, including camels, cattle, cats, and bats. Rarely, animal coronaviruses can infect people and then spread between people, such as with MERS-CoV and SARS-CoV. The virus that causes COVID-19 is spreading from person-to-person in China and some limited person-to-person transmission has been reported in countries outside China, including the United States. However, respiratory illnesses like seasonal influenza, are currently widespread in many US communities.

The following interim guidance may help prevent workplace exposures to acute respiratory illnesses, including COVID-19, in non-healthcare settings. The guidance also provides planning considerations if there are more widespread, community outbreaks of COVID-19.

To prevent stigma and discrimination in the workplace, use only the guidance described below to determine risk of COVID-19. Do not make determinations of risk based on race or country of origin, and be sure to maintain confidentiality of people with confirmed COVID-19. There is much more to learn about the transmissibility, severity, and other features of COVID-19 and investigations are ongoing. Updates are available on CDC's web page at www.cdc.gov/coronavirus/covid19.

Recommended strategies for employers to use now:

- Actively encourage sick employees to stay home:
 - Employees who have symptoms of acute respiratory illness are recommended to stay home and not come to work until they are free of fever (100.4° F [37.8° C] or greater using an oral thermometer), signs of a fever, and any other symptoms for at least 24 hours, without the use of fever-reducing or other symptom-altering medicines (e.g. cough suppressants). Employees should notify their supervisor and stay home if they are sick.
 - Ensure that your sick leave policies are flexible and consistent with public health guidance and that employees are aware of these policies.
 - Talk with companies that provide your business with contract or temporary employees about the importance of sick employees staying home and encourage them to develop non-punitive leave policies.
 - Do not require a healthcare provider's note for employees who are sick with acute respiratory illness to validate their illness or to return to work, as healthcare provider offices and medical facilities may be extremely busy and not able to provide such documentation in a timely way.
 - Employers should maintain flexible policies that permit employees to stay home to care for a sick family member. Employers should be aware that more employees may need to stay at home to care for sick children or other sick family members than is usual.
- Separate sick employees:
 - CDC recommends that employees who appear to have acute respiratory illness symptoms (i.e. cough, shortness of breath) upon arrival to work or become sick during the day should be separated from other employees and be sent home immediately. Sick employees should cover their noses and mouths with a tissue when coughing or sneezing (or an elbow or shoulder if no tissue is available).
- Emphasize staying home when sick, respiratory etiquette and hand hygiene by all employees:
 - Place posters that encourage staying home when sick, cough and sneeze etiquette, and hand hygiene at the entrance to your workplace and in other workplace areas where they are likely to be seen.
 - Provide tissues and no-touch disposal receptacles for use by employees.
 - Instruct employees to clean their hands often with an alcohol-based hand sanitizer that contains at least 60-95% alcohol, or wash their hands with soap and water for at least 20 seconds. Soap and water should be used preferentially if hands are visibly dirty.
 - Provide soap and water and alcohol-based hand rubs in the workplace. Ensure that adequate supplies are maintained. Place hand rubs in multiple locations or in conference rooms to encourage hand hygiene.
 - Visit the coughing and sneezing etiquette and clean hands webpage for more information.
- Perform routine environmental cleaning:
 - Routinely clean all frequently touched surfaces in the workplace, such as workstations, countertops, and doorknobs. Use the cleaning agents that are usually used in these areas and follow the directions on the label.
 - No additional disinfection beyond routine cleaning is recommended at this time.
 - Provide disposable wipes so that commonly used surfaces (for example, doorknobs, keyboards, remote controls, desks) can be wiped down by employees before each use.
- Advise employees before traveling to take certain steps:
 - Check the CDC's Traveler's Health Notices for the latest guidance and recommendations for each country to which you will travel. Specific travel information for travelers going to and returning from China, and information for aircrew, can be found at on the CDC website.
 - Advise employees to check themselves for symptoms of acute respiratory illness before starting travel and notify their supervisor and stay home if they are sick.
 - Ensure employees who become sick while traveling or on temporary assignment understand that they should notify their supervisor and should promptly call a healthcare provider for advice if needed.
 - If outside the United States, sick employees should follow your company's policy for obtaining medical care or contact a healthcare provider or overseas medical assistance company to assist them with finding an appropriate healthcare provider in that country. A U.S. consular officer can help locate healthcare services.

However, U.S. embassies, consulates, and military facilities do not have the legal authority, capability, and resources to evacuate or give medicines, vaccines, or medical care to private U.S. citizens overseas.

- Additional Measures in Response to Currently Occurring Sporadic Importations of the COVID-19:
 - Employees who are well but who have a sick family member at home with COVID-19 should notify their supervisor and refer to CDC guidance for how to conduct a risk assessment of their potential exposure.
 - If an employee is confirmed to have COVID-19, employers should inform fellow employees of their possible exposure to COVID-19 in the workplace but maintain confidentiality as required by the Americans with Disabilities Act (ADA). Employees exposed to a co-worker with confirmed COVID-19 should refer to CDC guidance for how to conduct a risk assessment of their potential exposure.

Planning for a Possible COVID-19 Outbreak in the US

The severity of illness or how many people will fall ill from COVID-19 is unknown at this time. If there is evidence of a COVID-19 outbreak in the U.S., employers should plan to be able to respond in a flexible way to varying levels of severity and be prepared to refine their business response plans as needed. For the general American public, such as workers in non-healthcare settings and where it is unlikely that work tasks create an increased risk of exposures to COVID-19, the immediate health risk from COVID-19 is considered low. The CDC and its partners will continue to monitor national and international data on the severity of illness caused by COVID-19, will disseminate the results of these ongoing surveillance assessments, and will make additional recommendations as needed.

Planning Considerations

All employers need to consider how best to decrease the spread of acute respiratory illness and lower the impact of COVID-19 in their workplace in the event of an outbreak in the US. They should identify and communicate their objectives, which may include one or more of the following: (a) reducing transmission among staff, (b) protecting people who are at higher risk for adverse health complications, (c) maintaining business operations, and (d) minimizing adverse effects on other entities in their supply chains. Some of the key considerations when making decisions on appropriate responses are:

- Disease severity (i.e., number of people who are sick, hospitalization and death rates) in the community where the business is located;
- Impact of disease on employees that are vulnerable and may be at higher risk for COVID-19 adverse health complications. Inform employees that some people may be at higher risk for severe illness, such as older adults and those with chronic medical conditions.
- Prepare for possible increased numbers of employee absences due to illness in employees and their family members, dismissals of early childhood programs and K-12 schools due to high levels of absenteeism or illness:
 - Employers should plan to monitor and respond to absenteeism at the workplace. Implement plans to continue your essential business functions in case you experience higher than usual absenteeism.
 - Cross-train personnel to perform essential functions so that the workplace is able to operate even if key staff members are absent.
 - Assess your essential functions and the reliance that others and the community have on your services or products. Be prepared to change your business practices if needed to maintain critical operations (e.g., identify alternative suppliers, prioritize customers, or temporarily suspend some of your operations if needed).
- Employers with more than one business location are encouraged to provide local managers with the authority to take appropriate actions outlined in their business infectious disease outbreak response plan based on the condition in each locality.
- Coordination with state [and](#) local [health officials](#) is strongly encouraged for all businesses so that timely and accurate information can guide appropriate responses in each location where their operations reside. Since the intensity of an outbreak may differ according to geographic location, local health officials will be issuing guidance specific to their communities.

Important Considerations for Creating an Infectious Disease Outbreak Response Plan

All employers should be ready to implement strategies to protect their workforce from COVID-19 while ensuring continuity of operations. During a COVID-19 outbreak, all sick employees should stay home and away from the workplace, respiratory etiquette and hand hygiene should be encouraged, and routine cleaning of commonly touched surfaces should be performed regularly.

Employers should:

- Ensure the plan is flexible and involve your employees in developing and reviewing your plan.
- Conduct a focused discussion or exercise using your plan, to find out ahead of time whether the plan has gaps or problems that need to be corrected.
- Share your plan with employees and explain what human resources policies, workplace and leave flexibilities, and pay and benefits will be available to them.
- Share best practices with other businesses in your communities (especially those in your supply chain), chambers of commerce, and associations to improve community response efforts.

Recommendations for an Infectious Disease Outbreak Response Plan:

- Identify possible work-related exposure and health risks to your employees. OSHA has more information on how to protect workers from potential exposures [and](#) COVID-19.
- Review human resources policies to make sure that policies and practices are consistent with public health recommendations and are consistent with existing state and federal workplace laws (for more information on employer responsibilities, visit the Department of Labor's [and](#) the Equal Employment Opportunity Commission's [websites](#)).
- Explore whether you can establish policies and practices, such as flexible worksites (e.g., telecommuting) and flexible work hours (e.g., staggered shifts), to increase the physical distance among employees and between employees and others if state and local health authorities recommend the use of social distancing strategies. For employees who are able to telework, supervisors should encourage employees to telework instead of coming into the workplace until symptoms are completely resolved. Ensure that you have the information technology and infrastructure needed to support multiple employees who may be able to work from home.
- Identify essential business functions, essential jobs or roles, and critical elements within your supply chains (e.g., raw materials, suppliers, subcontractor services/products, and logistics) required to maintain business operations. Plan for how your business will operate if there is increasing absenteeism or these supply chains are interrupted.
- Set up authorities, triggers, and procedures for activating and terminating the company's infectious disease outbreak response plan, altering business operations (e.g., possibly changing or closing operations in affected areas), and transferring business knowledge to key employees. Work closely with your local health officials to identify these triggers.

- Plan to minimize exposure between employees and also between employees and the public, if public health officials call for social distancing.
- Establish a process to communicate information to employees and business partners on your infectious disease outbreak response plans and latest COVID-19 information. Anticipate employee fear, anxiety, rumors, and misinformation, and plan communications accordingly.
- In some communities, early childhood programs and K-12 schools may be dismissed, particularly if COVID-19 worsens. Determine how you will operate if absenteeism spikes from increases in sick employees, those who stay home to care for sick family members, and those who must stay home to watch their children if dismissed from school. Businesses and other employers should prepare to institute flexible workplace and leave policies for these employees.
- Local conditions will influence the decisions that public health officials make regarding community-level strategies; employers should take the time now to learn about plans in place in each community where they have a business.
- If there is evidence of a COVID-19 outbreak in the US, consider canceling non-essential business travel to additional countries per travel guidance on the CDC website.
 - Travel restrictions may be enacted by other countries which may limit the ability of employees to return home if they become sick while on travel status.
 - Consider cancelling large work-related meetings or events.
- Engage state [☑](#) and local [☑](#) health departments to confirm channels of communication and methods for dissemination of local outbreak information. When working with your local health department check their available hours.

Resources for more information:

CDC Guidance

- COVID-19 Website
- What You Need to Know About COVID-19 [■](#)
- What to Do If You Are Sick With COVID-19 [■](#)
- Interim US Guidance for Risk Assessment and Public Health Management of Persons with Potential Coronavirus Disease 2019 (COVID-19) Exposure in Travel-associated or Community Settings
- Health Alert Network
- Travelers' Health Website
- National Institute for Occupational Safety and Health's Small Business International Travel Resource Travel Planner [■](#)
- Coronavirus Disease 2019 Recommendations for Ships

Other Federal Agencies and Partners

- OSHA Guidance: https://www.osha.gov/SLTC/novel_coronavirus/index.html [☑](#)

Page last reviewed: February 26, 2020
Content source: National Center for Immunization and Respiratory Diseases (NCIRD), Division of Viral Diseases

Agenda Item #1

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of the County Coordinator

UNAPPROVED MINUTES

March 3, 2020

The Kanabec County Board of Commissioners met at 9:00am on Tuesday, March 3, 2020 pursuant to adjournment with the following Board Members present: Gene Anderson, Kathi Ellis, Dennis McNally, Craig Smith, and Les Nielsen. Others Present: County Coordinator Kris McNally, and Recording Secretary Kelsey Schiferli.

The Chairperson led the assembly in the Pledge of Allegiance.

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

Action #2 – It was moved by Dennis McNally, seconded by Craig Smith and carried unanimously to approve the February 18, 2020 minutes with the following corrections: Action #20, change “City Employees’ Union Local 363” to “Union Local 363”.

Action #3 – It was moved by Gene Anderson, seconded by Les Nielsen and carried unanimously to approve the following paid claims:

<u>Vendor</u>	<u>Amount</u>
City of Mora	27,655.00
Kanabec County Auditor HRA	318.00
Mora Municipal Utilities	13,342.88
Verizon Wireless	934.59
Mora Municipal Utilities	1,512.98
Life Insurance Co of North America	648.10
MNPEIP	148,472.12
Sun Life Financial	3,926.52
Further	1,355.00
Kanabec County Auditor HRA	530.00
East Central Energy	1,231.24
Dearborn National Life Insurance Co	1,506.46
Health Partners	6,088.87
13 Claims Totaling:	<u>207,521.76</u>

Action #4 – It was moved by Les Nielsen, seconded by Craig Smith 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, March 3, 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 Dennis McNally and carried unanimously to approve the Public Health Agenda as presented.

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

Resolution #PH6 – 3/3/20

National Public Health Week Proclamation

WHEREAS, the week of April 6-12, 2020, is National Public Health Week, and the theme is “NPHW@25: Looking Back, Moving Forward.”; and

WHEREAS, since 1995, the American Public Health Association, through its sponsorship of National Public Health Week, has educated the public, policymakers and public health professionals about issues important to improving the public’s health; and

WHEREAS, U.S. life expectancy has decreased in recent years and the three-year drop represents the longest sustained decline in expected lifespan since the Great Recession; further, studies consistently show the United States has a lower life expectancy than comparable countries; and

WHEREAS, there is a significant difference in health status, such as obesity, poor mental health and drug use, among people living in rural areas compared with people living in urban areas, and this variance increases because rural residents are often more likely to face social determinants that negatively impact health, such as poverty, transportation barriers and lack of economic opportunity; and

WHEREAS, public health professionals help communities prevent, prepare for, withstand and recover from the impact of a full range of health threats, including disease outbreaks such as measles, natural disasters and disasters caused by human activity; and

WHEREAS, public health action, together with scientific and technologic advances, has played a major role in reducing and in some cases eliminating the spread of infectious disease, and in establishing today’s disease surveillance and control systems; and

WHEREAS, 60 percent of Americans live with a preventable chronic disease, and health risks such as alcoholism, obesity and tobacco use are the primary reason for 7 of every 10 deaths annually in the United States.

NOW, THEREFORE, the Kanabec County Community Health Board does hereby proclaim the week of April 6-12, 2020, as National Public Health Week 2020 in Kanabec County and call upon the people of Kanabec County to observe this week by helping our families, friends, neighbors, co-workers and leaders better understand the value of public health and supporting great opportunities and to celebrate public health's accomplishments in light of this year's theme, [NPHW@25: Looking Back, Moving Forward.](#)

9:07am – County Attorney, Barbara McFadden arrived.

Action #PH7 – It was moved by Dennis McNally, seconded by Gene Anderson and carried unanimously to approve Kathy Burski to participate in the web-based distance learning program, NACO High Performance Leadership Academy (HPLA) with a cost to the county of \$495.

Action #PH8 – It was moved by Les Nielsen, seconded by Craig Smith and carried unanimously to approve the following resolution:

Resolution #PH8 – 3/3/20

Public Health Emergency Preparedness Concurrence Resolution

WHEREAS, the Minnesota Department of Health (MDH) Public Health Emergency Preparedness second budget period of the five year project period (2020-2021 Budget Period 2) will focus on engaging with community partners serving populations with access or functional needs, promoting personal preparedness, practicing shift/operational period change briefings, pandemic influenza planning, and maintaining foundational preparedness activities, and

WHEREAS, there will be a set of recurring and base grant-related activities that all CHBs will complete, and

WHEREAS, based on funding levels, CHBs will select from a list of elective duties to meet jurisdictional priorities and threats.

THEREFORE BE IT RESOLVED the Kanabec County Community Health Board approves Minnesota Department of Health's approach to Public Health Emergency Preparedness for the 2020-21 budget period.

Action #PH9 – It was moved by Gene Anderson, seconded by Dennis McNally and carried unanimously to approve the following resolution:

Resolution #PH9 – 3/3/20

Dementia Grant Resolution

WHEREAS, recently the Community Health Director was previously asked to pursue funding related to dementia services and education, and

WHEREAS, a grant opportunity has risen to perform one or more of the focus categories: increase awareness, promote early identification, increase cognitive testing and connect family and friends who are caregivers, and

WHEREAS, the term of the contract would commence on July1, 2020 through June 30, 2021, and

WHEREAS, the maximum grant award is \$150,000 and requires a 25% match; a grant request of less than \$50,000 does not require a match.

THEREFORE BE IT RESOLVED, the Kanabec County Community Health Board approves the Community Health Director applying for Dementia Grant funds and accepting said funds upon approval of the grant, and

BE IT FURTHER RESOLVED, the Community Health Board approves the Community Health Director signing a contract for said funds upon grant approval and County Attorney approval of the contract.

Action #PH10 – It was moved by Craig Smith, seconded by Gene Anderson and carried unanimously to approve the payment of 76 claims totaling \$52,347.35 on Community Health Funds.

Action #PH11 – It was moved by Gene Anderson, seconded by Dennis McNally and carried unanimously to adjourn Public Health Board at 9:21am and to meet again on April 7, 2020 at 9:05am.

The Board of Commissioners reconvened.

Action #12 - It was moved by Craig Smith, seconded by Gene Anderson and carried unanimously to approve the following claims on the funds indicated:

Revenue Fund

Vendor	Amount
Advanced Correctional Healthcare	130.39
American DataBank	59.90
Anne M. Carlson Law Office, PLLC	3,298.00
Anne M. Carlson Law Office, PLLC	68.00
Anne M. Carlson Law Office, PLLC	93.50
Anne M. Carlson Law Office, PLLC	306.00
AREMA Arrowhead Region Emergency Management	60.00
Arrowwood Resort	997.10
Aspen Mills	572.96

Aspen Mills	128.01
Beaudry Oil & Propane	1,274.37
Card Services	172.32
Cook, Brandon	71.30
Curtis, Michael	281.10
DS Solutions	494.00
East Central Exterminating	240.00
ECM Publishers	101.50
Eric Hanson Consulting	7,700.00
FedEx	157.32
Galls	119.99
Grainger	327.48
Grand View Lodge	317.74
Granite City Jobbing Company	152.30
Granite City Jobbing Company	680.65
Hoefert, Robert	1,060.00
Hohn's Auto Body & Glass	200.00
Horizon Towing	150.33
IT SAVVY	3,484.42
Kanabec County Community Health	238.60
Kanabec County Highway Department	209.94
Kanabec County Highway Department	95.59
Magaard, Andrew	102.93
Manthie, Wendy	935.48
Marco, Inc.	477.00
McFadden, Barbara	71.87
McNally, Kris	285.55
Methven Funeral and Cremation Services	400.00
Milaca Chiropractic Center	80.00
Minnesota State Auditor	1,575.00
MN Counties Insurance Trust	117.00
MN Counties Insurance Trust	244.00
Mora Municipal Utilities	356.70
Nelson, Jerald	63.83
Nelson, Ronette	488.38
Northland Fire Protection	253.45
O'Reilly Auto Parts	46.79
Office Depot	74.01
Office Depot	19.08
Office Depot	191.65
Office Depot	12.49
Office Depot	60.38
Ramsey County	1,607.00

Reliance Telephone, Inc	1,000.00
RELX Inc. DBA LexisNexis	187.41
RMB Environmental Laboratories Inc	44.00
Sea Change Print Innovations	1,249.44
SHI International	761.00
SHI	822.00
Stellar Services	1,398.54
Steven, Lisa	177.40
Streicher's	396.42
Summit Food Service Management	15,719.36
Summit Companies	140.00
Summit Companies	72.50
Thomson Reuters-West	520.00
Thomson Reuters-West	263.17
USIC Locating Services	110.00
Van Alst, Lillian	295.55
Verizon Wireless	210.06
Visser, Maurice	918.05
VSP Insurance Co. (CT)	231.00
Zamora, Ray	1,247.00
72 Claims Totaling:	<u>\$56,468.30</u>

Road & Bridge

Vendor	Amount
A and E Cleaning	1,000.00
Boyer Trucks	112.52
Federated Co-op	221.46
Force America Distributing	160.28
FS Solutions	556.38
Granite City Jobbing	122.83
Granite Electronics	2,582.00
Granite Ledge Electrical	1,059.37
Kanabec County Highway Department	61.50
Kanabec Publication	248.08
Northern States Supply	197.70
Novus Glass	175.00
Office Depot	72.04
Oxygen Service	179.71
Regents of the UMN	210.00
Wiarcom	618.45
16 Claims Totaling:	<u>\$7,577.32</u>

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

Resolution #13 – 3/3/20

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

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

BE IT RESOLVED to approve the Application to Conduct Excluded Bingo for Ann Lake Watershed Alliance for two bingo events to be held at Firepit Bar & Grill (formerly Pink Diamond), 1434 Ann Lake Rd, Ogilvie, MN 56358 on April 4, 2020 and November 21, 2020.

Action #14 – It was moved by Craig Smith, seconded by Gene Anderson and carried unanimously to approve the following resolution:

Resolution #14 – 3/3/20

RESOLUTION RELATING TO APPROVING A SPECIAL TAX LEVY FOR THE BENEFIT OF THE KANABEC COUNTY HISTORICAL SOCIETY, AND CALLING AN ELECTION THEREON

BE IT RESOLVED by the Board of County Commissioners of Kanabec County, State of Minnesota, as follows:

1. (a) The Board of County Commissioners hereby determines and declares, consistent with its Resolution No. 15 dated August 28, 2019, that it shall call a special election for the County to establish and levy a special tax levy, to be levied against all taxable property in the County in the aggregate sum of \$30,000 per year, beginning with taxes payable in 2021 and each year thereafter, the proceeds of which shall be appropriated to the Kanabec County Historical Society for the promotion and maintenance of the Kanabec County Historical Society, the preservation and publication of historical material at the Kanabec County Historical Society, disseminating historical information of the County, and defraying the expense of carrying on the historical work of the Kanabec County Historical Society. The Kanabec County Historical Society is affiliated with and approved by the Minnesota Historical Society. The levy is authorized by Section 138.052 of the Minnesota Statutes. The question on the approval of this special tax levy shall be County Question 1 on the county ballot at the special election held to approve said special tax levy.

2. The ballot question specified above and herein shall be submitted to the qualified voters of the county at a special election, which is hereby called and directed to be held in conjunction with the state general election on Tuesday, November 3, 2020.

3. Pursuant to Minnesota Statutes, the precincts and the polling places for this special election are those polling places and precincts or parts of precincts located within the boundaries of the county which have been established by the cities or towns located in whole or in part within the County. The voting hours at those polling places shall be the same as those for the state general election.

4. The Clerk of the Board of County Commissioners is hereby authorized and directed to cause written notice of said special election to be provided to the Kanabec County Auditor/Treasurer at least seventy-four (74) days before the date of said election. The notice shall specify the date of said special election and the title and language for the ballot question to be voted on at said special election. Any notice given prior to the date of the adoption of this resolution is ratified and confirmed in all respects.

The County Auditor/Treasurer is hereby authorized and directed to cause notice of said special election to be posted at the County's administrative offices at least ten (10) days before the date of said special election.

The County Auditor/Treasurer is hereby authorized and directed to cause two sample ballots to be posted in each polling place on election day. The sample ballot shall not be printed on the same color paper as the official ballot.

The County Auditor/Treasurer is hereby authorized and directed to post sample ballots for each precinct in the County Auditor/Treasurer's office for public inspection and transmit an electronic copy of these sample ballots to the Secretary of State at least 46 days before the state general election.

The County Auditor/Treasurer is further authorized and directed to, no earlier than 15 days and no later than two days before the state general election, publish a sample state general election ballot in at least one newspaper of general circulation in the County.

The notice of election so posted and published shall state the question to be submitted to the voters as set forth in the form of ballot below, and shall include information concerning each established precinct and polling place.

The Clerk of the Board of County Commissioners and the County Auditor/Treasurer are authorized and directed to acquire and distribute such election materials and to take such other actions as may be necessary for the proper conduct of this special election and generally to cooperate with state, city, township and county election authorities conducting the state general and other elections on that date. The Clerk of the Board of County Commissioners, the County Auditor/Treasurer, and members of the County administration are authorized and directed to take such actions as may be necessary to coordinate this

election with those other elections, including entering into agreements or understandings with appropriate municipal and county officials regarding preparation and distribution of ballots, election administration and cost sharing.


5. The County Auditor/Treasurer is further authorized and directed to cooperate with the proper election officials to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form and instructions as may be necessary to accommodate the use of an optical scan voting system:

[Form of Ballot on next page.]

Special Election Ballot Kanabec County

November 3, 2020

Instructions to Voters:

To vote, completely fill in the oval(s) next to your choice(s) like this: .

To vote for a question, fill in the oval next to the word "Yes" on that question.
To vote against a question, fill in the oval next to the word "No" on that question.

County Question 1 Approval of Special Tax Levy for Kanabec County Historical Society

☐

Yes

☐

No

Shall the Board of County Commissioners of Kanabec County be authorized to establish and levy a special tax levy to be levied on all taxable property in Kanabec County, in the aggregate amount of \$30,000 per year, beginning with taxes payable in 2021, and each year thereafter, the proceeds of which shall be appropriated to the Kanabec County Historical Society to support its work and purposes?

**BY VOTING "YES" ON THIS BALLOT QUESTION, YOU
ARE VOTING FOR A PROPERTY TAX INCREASE.**

Optical scan ballots must be printed in black ink on white colored material, except that marks to be read by the automatic tabulating equipment may be printed in another color ink. The name of the precinct and machine-readable identification must be printed on each ballot. Voting instructions must be printed at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

6. The individuals designated as judges for the state general election shall act as election judges for this special election at the various polling places and shall conduct said election in the manner described by law. The election judges shall act as clerks of election, count the ballots cast and submit the results to the Board of County Commissioners for canvass in the manner provided for other county elections. The election must be canvassed by the Board of County Commissioners between the third and the tenth day following the election.

7. The County Auditor/Treasurer shall make all Campaign Financial Reports required to be filed with the County under Minnesota Statutes, Section 211A.02 available on the County's website. The County Auditor/Treasurer must post the report on the County's website as soon as possible, but no later than thirty (30) days after the date of the receipt of the report. The County must make a report available on the County's website for four years from the date the report was posted to the website. The County Auditor/Treasurer must also provide the Campaign Finance and Public Disclosure Board with a link to the section of the website where reports are made available.

8. Unless otherwise agreed-to in writing by the County and the Kanabec County Historical Society, the total election costs for the instant special election shall be allocated according to each jurisdiction's share of eligible voters and its share of the total ballot (measured as a percent of the total "column inches" of ballot), consistent with procedures recommended by the Minnesota Secretary of State.

County Coordinator, Kris McNally presented the January 2020 Budget Report. Information only, no action was taken.

Action #15 – It was moved by Dennis McNally, seconded by Les Nielsen and carried unanimously to approve the final plat of the 'Huth Shores' property as presented.

Action #16 – It was moved by Gene Anderson, seconded by Craig Smith and carried unanimously to approve the following resolution:

Resolution #16 – 3/3/20

WHEREAS the board has received a request for support of a Kanabec County Clean-Up Day and Household Hazardous Waste Collection to be held on Saturday, May 16, 2020, and

WHEREAS the Kanabec County Board of Commissioners and Environmental Services Supervisor support such an event;

BE IT RESOLVED that the county will provide up to \$5,000, to be paid using SCORE funds to help fund the County Clean-up Day.

9:37am – The Chairperson adjourned the meeting in order to move to basement meeting rooms 3 & 4.

9:49am – The Board of Commissioners reconvened.

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

Action #17 – It was moved by Les Nielsen, seconded by Craig Smith and carried unanimously to approve the following resolution:

Resolution #17 – 3/3/20
KCP 20-09 Aggregate Surfacing

WHEREAS the following bids were received on February 18, 2020:

Aggregate Surfacing:

Bjorklund Companies	\$344,121.75
DLL Excavating, Inc.	\$426,615.75
Wm D. Scepaniak Inc.	\$462,067.00
Central Specialties Inc.	\$496,413.50

WHEREAS the lowest responsible bid was \$344,121.75 submitted by Bjorklund Companies, and

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners accepts the bid of \$344,121.75 submitted by Bjorklund Companies, Inc. for aggregate surfacing, and

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

Action #18 – It was moved by Dennis McNally, seconded by Gene Anderson and carried unanimously to approve the following resolution:

Resolution #18 – 3/3/20

KCP 20-10 Traffic Markings

WHEREAS the following bids were received on February 18, 2020:

<u>Traffic Markings:</u>	
Traffic Marking Service	\$151,038.92
AAA Striping Service	\$162,218.36

WHEREAS the lowest responsible bid was \$151,038.92 submitted by Traffic Marking Services, and

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners accepts the bid of \$151,038.92 submitted by Traffic Marking Services for traffic markings, and

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

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

Resolution #19 – 3/3/20

Seasonal Employees

WHEREAS the County Highway Department budget includes funds for the hiring of seasonal employees, and

WHEREAS the County Engineer has requested approval to hire four (4) seasonal employees to perform seasonal maintenance work on county highways and assist with construction staking, and

WHEREAS the Board desires to fill these seasonal positions;

BE IT RESOLVED that the County Board authorizes the Public Works Director, and the County Personnel Director to hire four(4) full-time seasonal workers for the 2020 season, and

BE IT FURTHER RESOLVED that the rate of pay will be set at the time of hire by the Public Works Director and Personnel Director at \$12.50, \$13.24, \$14.04 or \$14.88 per hour, respective to seasons worked, and

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

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

Resolution #20 – 3/3/20

Purchase Pickups

WHEREAS the following quotes were received for a 2020 ½ ton 4WD Work Truck:

Karl Chevrolet (Iowa)	\$26,741.64
Mora Chevrolet	\$28,442.00
Tinker & Larson	\$24,380.00
Braham Ford	\$37,500.00

WHEREAS Kanabec County Public Works is requesting the purchase of two 2020 ½ ton 4WD Work Trucks, and

WHEREAS the low quote of \$24,380.00 was submitted by Tinker & Larson for a 2020 RAM 1500 Classic ST Quad Cap 4x4, and

THEREFORE BE IT RESOLVED to accept the quote of \$24,380.00 by Tinker & Larson for a RAM 1500 Classic ST Quad Cap 4x4, and

BE IT FURTHER RESOLVED to approve the purchase of two RAM 1500 Classic ST Quad Cap 4x4trucks for the total price of \$48,760.00 plus applicable fees and taxes.

10:00am – The Chairperson called for public comment. Those that responded included the following:

Jane Schmidt	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Gary Thompson	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Clayton Berg	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Jack Doughty	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Sarah Toufal	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Jasper Cabe	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Jean McGrew	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
John Fridstrom	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution

Barb Schroeder	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Dale Roeschlein	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Mary Doughty	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Denise from Mora	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Peggy Carlson	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Dan Michael	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Lowell Rogers	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Valerie Raivo	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Carl Buchanan	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Linda Kubat	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Greg Wahlstrom	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Dave Issaac	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Paula Vanecek	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Kari Holland	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Don McIalwain	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Jim Evenson	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Chris Gmahl	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Nancy Heins	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Dan Schmoll	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
John Perry	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Kaydin Carroll	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Dale Gagner	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution

Dan Matuska	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Chuck Wiberg	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Kenny Stumpf	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Dan Porter	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Stan Goebel	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Brian Smith	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Victor Vanecek	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Sue Beckman	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution
Barbara McFadden	Comments regarding proposed 2 nd Amendment Sanctuary County Resolution

11:18am – The Chairperson closed public comment.

Action #21 – Dennis McNally introduced the following resolution and moved its adoption:

Resolution #21 – 3/3/20

WHEREAS, the Second Amendment of the United States Constitution reads: “A well-regulated Militia, being necessary to the security of a free state, the right of the people to keep and bear arms, shall not be infringed”;

WHEREAS, the United States Supreme Court in District of Columbia v. Heller, 554 U.S. 570 (2008), affirmed an individual's right to possess firearms, unconnected with service in a militia, for traditionally lawful purposes, such as self-defense within the home;

WHEREAS, the United States Supreme Court in McDonald v. Chicago, 561 U.S. 742 (2010), affirmed that the right of an individual to “keep and bear arms,” as protected under the Second Amendment, is incorporated by the Due Process Clause of the Fourteenth Amendment against the states;

WHEREAS, the United States Supreme Court in United States v. Miller, 307 U.S. 174 (1939), opined that firearms that are part of ordinary military equipment, or with use that could contribute to the common defense are protected by the Second Amendment;

WHEREAS, the People of Kanabec County, Minnesota, derive economic benefit from all safe forms of firearm recreation, hunting, and shooting conducted within Kanabec County using all types of firearms allowable under the United States Constitution;

WHEREAS, certain legislation that has or may be introduced in the Minnesota legislature, and certain legislation which has or may be introduced in the United States Congress could have the effect of infringing on the rights of law abiding citizens to keep and bear arms, as guaranteed by the Second Amendment to the United States Constitution;

WHEREAS, the Kanabec County Board of Commissioners is concerned about the passage of any bill containing language which could be interpreted as infringing on the rights of the citizens of Kanabec County to keep and bear arms;

WHEREAS, the Kanabec County Board of Commissioners wishes to express its deep commitment to the rights of all citizens of Kanabec County to keep and bear arms;

WHEREAS, the Kanabec County Board of Commissioners wishes to express opposition to any law that would unconstitutionally restrict the rights of the citizens of Kanabec County to keep and bear arms; and

WHEREAS, the Kanabec County Board of Commissioners wishes to express its intent to stand as a County Dedicated to Second Amendment rights and to oppose, within the limits of the Constitution of the United States and the State of Minnesota, any efforts to unconstitutionally restrict such rights, and to use such legal means at its disposal to protect the rights of the citizens of Kanabec County to keep and bear arms, including through legal action, the power to appropriate public funds, and the right to petition for redress of grievances.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Kanabec County Minnesota:

That the Kanabec County Board of Commissioners hereby declares Kanabec County, Minnesota, as a “Second Amendment Dedicated County”;

That the Kanabec County Board of Commissioners hereby expresses its intent to uphold the Second Amendment rights of the citizens of Kanabec County, Minnesota;

That the Kanabec County Board of Commissioners hereby expresses its intent that public funds of the county not be used to restrict the Second Amendment rights of the citizens of Kanabec County, or to aid federal or state agencies in the restriction of said right; and

That the Kanabec County Board of Commissioners hereby declares its intent to oppose any infringement on the right of law-abiding citizens to keep and bear arms using such legal means as may be expedient, including, without limitation, court action.

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

IN FAVOR THEREOF: Les Nielsen, Dennis McNally, Craig Smith, Gene Anderson

OPPOSED: Kathi Ellis

ABSTAIN:

whereupon the resolution was declared duly passed and adopted.

Future agenda items: None

Action #22 – It was moved by Les Nielsen, seconded by Craig Smith and carried unanimously to adjourn the meeting at 11:43am and to meet again in regular session on March 17, 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>
CW Technology	1,166.40	Monthly Email Filter	IS
EC Riders	8,620.78	2020 BM#2 Snake River Trail	Unallocated
Kwik Trip	5,648.16	County Gas Cards	Various
Midcontinent Communications	605.71	Utilities	Transit
Minnesota Department of Finance	5,138.50	State Fees & Surcharges	Recorder
Spire Credit Union	12,993.43	See Below	
Chamberlain Oil	3,143.59	Shop Supplies	Highway
East Central Energy	188.47	Intersection Lighting	Highway
Minnesota Energy Resources Corp	991.87	Natural Gas for Garage	Highway
Dearborn National Life Insurance Co	788.43	Short Term Disability Premiums	Employee Benefits
Health Partners	6,172.60	Dental Insurance Premiums	Employee Benefits
11 Claims Totaling:	<u>45,457.94</u>		
Spire Credit Union	519.00	NPELRA Conf	Coordinator
	57.93	intab/office supplies	Transit
	24.96	Amazon/ 2x SanDisk	IS
	15.40	Amazon/Displayport to DVI	IS
	67.92	Amazon/Samsung SSD 250GB	IS
	11.99	Amazon/Legal Pads	IS
	13.39	Amazon/ Quality Park Business	Attorney
	76.31	Amazon/ Quality Park Business	Attorney
	351.12	Country Inn & Suites/Conf (LS)	Assessor
	351.12	Country Inn & Suites/Conf (TV)	Assessor
	1,529.00	Control Products/Parts	Jail
	1,429.45	Control Products/Parts	Jail
	(1,429.45)	Control Products/Parts Refund	Jail
	53.68	Newegg Order/ Office Supplies	Jail
	316.22	Control Products/Parts	Jail
	1,961.85	Control Products/Parts	Jail
	134.97	Full Compass/ Parts	Jail
	367.98	SupplyHouse.com/Parts	Jail
	172.60	FW Webb Company/ Parts	Jail
	315.92	PWS/ Laundry Parts	Jail
	163.93	Globalindustrial.com/ Parts	Jail
	94.61	Chase on the Lake/Conf (EB)	VSO
	104.14	Amazon/Office Supplies	VSO
	69.50	Amazon/Office Supplies	VSO
	34.89	Amazon/ HP62 Ink Cartridges	VSO
	101.10	Samsung Galaxy Case	Transit

29.14	Samsung Galaxy Screen Protector	Transit
13.95	Amazon Prime Membership	Sheriff
250.00	BCA Training/SA	Sheriff
50.00	BCA Training/TP	Sheriff
106.46	Amazon/Phone Cases	Sheriff
87.08	Amazon/ Liquid Screen Protector	Sheriff
29.50	Amazon/Transcription Headset	Sheriff
11.99	Amazon/Phone Car Charger	Sheriff
34.34	Amazon/Toner	Jail
26.74	Amazon/Office Supplies	Jail
23.84	Amazon/Office Supplies	Jail
249.98	Amazon/ Brother Printer	Jail
76.98	Amazon/Brother Toner	Jail
49.00	Jefferson Lines/ DOC Bus Ticket	Jail
62.50	FMCSA Drug & Alc. Clearinghouse	Highway
75.64	Checksforless.com/Deposit Slip	Highway
(5.19)	Checksforless.com/ Refund Sales	Highway
8.99	Amazon/Displayport Cable	Highway
45.59	Amazon/Monitor Mount	Highway
399.98	Amazon/Monitors	Highway
40.95	Amazon/Parts	Highway
1,239.98	Amazon/Parts	Highway
750.00	Bread 'n Honey/ EDA Conference	EDA
483.19	Dandelion Floral/ EDA Conf	EDA
129.99	Amazon/Brother Printer	EDA
238.60	Vista Print/TTPT Program Supplies	Community Health
27.81	Big Lake Journal RPC Supplies	Community Health
111.92	RPC Program Supplies	Community Health
189.28	RPC Meeting Supplies	Community Health
22.00	Availity LLC Subscription Fee	Community Health
66.00	Availity LLC Subscription Fee	Community Health
29.96	MIECHV Program Supplies	Community Health
26.46	MIECHV Program Supplies	Community Health
45.47	Amazon/MIECHV Program Supplies	Community Health
48.00	RT Transfer for Nat'l WIC Conf	Community Health
476.80	Delta.com Transp to Nat'l WIC	Community Health
31.98	Amazon/WIC Office Supplies	Community Health
55.00	Availity LLC Subscription Fee	Community Health
77.00	Availity LLC Subscription Fee	Community Health
73.53	Facial Tissue/Client Supplies	Community Health
293.47	Walmart/Wellness Snacks	Employee Wellnes

67 Claims Totaling: 12,993.43

Agenda Item #4

March 11, 2020

REQUEST FOR BOARD ACTION

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

f. **Board action requested:**

Resolution #__ – 3/11/20

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	\$4,983.52
Quality Disposal	\$3,916.60
Arthur Township	\$400.00
Total	\$9,300.12

g. **Background:**

Provider	Billed	Paid Amount
QUALITY DISPOSAL (January)	\$3,516.60	\$3,516.60
WASTE MANAGEMENT (January)	\$4,983.52	\$4,983.52
Sub-Total	\$8,500.12	\$8,500.12
Recycling Center Incentive Payments:		
Quality Disposal (January)	\$400.00	\$400.00
Arthur Township (January)	\$400.00	\$400.00
TOTAL PAYMENTS =		\$9,300.12

Date received in County Coordinators Office: Various dates in February

January 1, 2020 SCORE Fund balance = Requested fund balance from Denise 2/28/20, haven't received yet
Revenue: 01-391-392-0000-5332 =
Expenditure: 01-391-392-0000-6211 =
Current SCORE Funds balance is =

Agenda Item #5

March 17, 2020

REQUEST FOR BOARD ACTION

a. Subject: 312 Forest Ave E Easement Request	b. Origination: Property Owners- Chuck & Cathy Cole
c. Estimated time: 10 minutes	d. Presenter(s): Coordinator Kris McNally

e. Board action requested:

Consider the request for an easement for the western-most driveway + 5-10 feet on the east side of said driveway on the 330 Forest Avenue East property.

f. Background:

In the process of preparing the property at 330 Forest Avenue East for sale, a survey was conducted (see attached). The survey showed that the 330 Forest Ave E west property line extends onto a driveway and concrete slab (former garage) that were previously assumed to be on the property of 312 Forest Ave E.

The owners of 312 Forest Ave E are requesting an easement of the driveway plus 5-10 feet to the east so they can have off-street parking for their property.

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

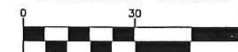
CERTIFICATE OF SURVEY FOR KANABEC COUNTY COORDINATOR

PART OF SECTION 11; TOWNSHIP 39, RANGE 24, KANABEC COUNTY, MINNESOTA



THE BASIS OF BEARINGS FOR THIS DRAWING IS
THE MNDOT KANABEC COUNTY COORDINATE
SYSTEM, NAD 1983, HARN 1996 ADJUSTMENT

GRAPHIC SCALE



Scale: 1 Inch = 30 Feet

LEGEND

- ⊗ DENOTES 1/2" REBAR SET, MARKED KROSCHER 44490
- ⊠ DENOTES 3" MAG SPIKE SET
- DENOTES LIGHT POLE

Notes to Survey

1. For the purposes of this survey, existing easements of record were not researched.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

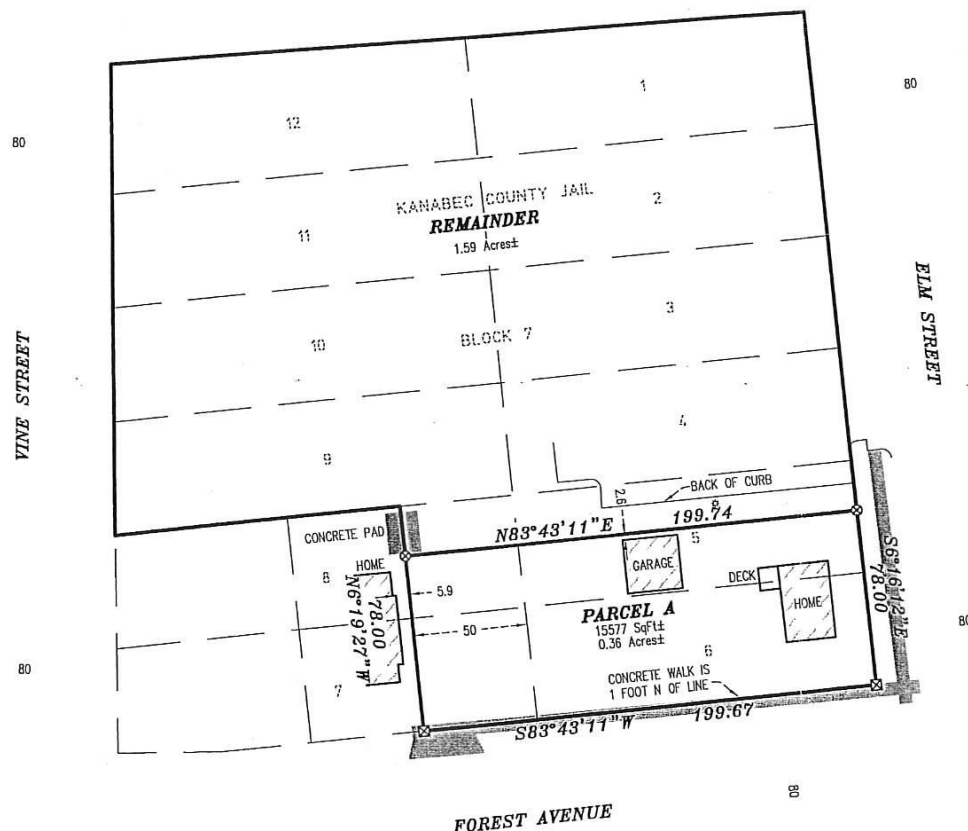
Dated this 13TH day of SEPTEMBER, 2019

By: Tyler J. Kroschel
Tyler J. Kroschel, Land Surveyor
Minnesota License No. 44490



Kroschel Land Surveyors, Inc.

1639 Main Street North, Suite 6, Pine City, MN 55063
Phone: 320-629-3267 tyler@kroschelsurvey.com



Agenda Item #6

March 17, 2020

REQUEST FOR BOARD ACTION

a. Subject: Knife Lake Property	b. Origination: Jim & Jan Griesgraber
c. Estimated time: 10 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Consider counter-proposal from the Knife Lake “Parcel C” adjoining land owners

f. Background:

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

Thank you for sending us the survey and other documents on our property located at 26336 Nelsons Road, Mora. I wanted to get back to you after thinking about the issues with my property and the county property adjacent to our property.

First, we would have not purchased the property, had we known about the splitting and selling of the lots adjacent to our land. We were told by our realtor that the land would be county owned, and we believed him, but that is our error. The wildlife, scenery and no neighboring cabin north of us is one of the reasons why we purchased. We are also concerned about what this may do to our property values.

We've reviewed the offer to settle and would like to propose an alternative solution. The reason being is we're signing a quit claim deed for approximately 6500 sq feet, whereas the easement is offering us approximately 650 sq feet. Not only is the landscaping/rocks around our fire pit, but the yard has been landscaped down to the lake. We would like the easement to cover the property down to the lake. This is how the property was when we purchased it and was used by the two previous owners.

What we're asking, and we can be flexible, is to change the 17.2 feet on the easement to 30 and change the 75 point to go all the way to the lake. We would like who ever purchases that land to not be so close, as I'm sure they would feel the same way. Our cabin was built as close to the line as possible because of the park land.

Please let us know your thoughts. We appreciate you working with us on this and please call Jim at 651-274-1798 with any questions.

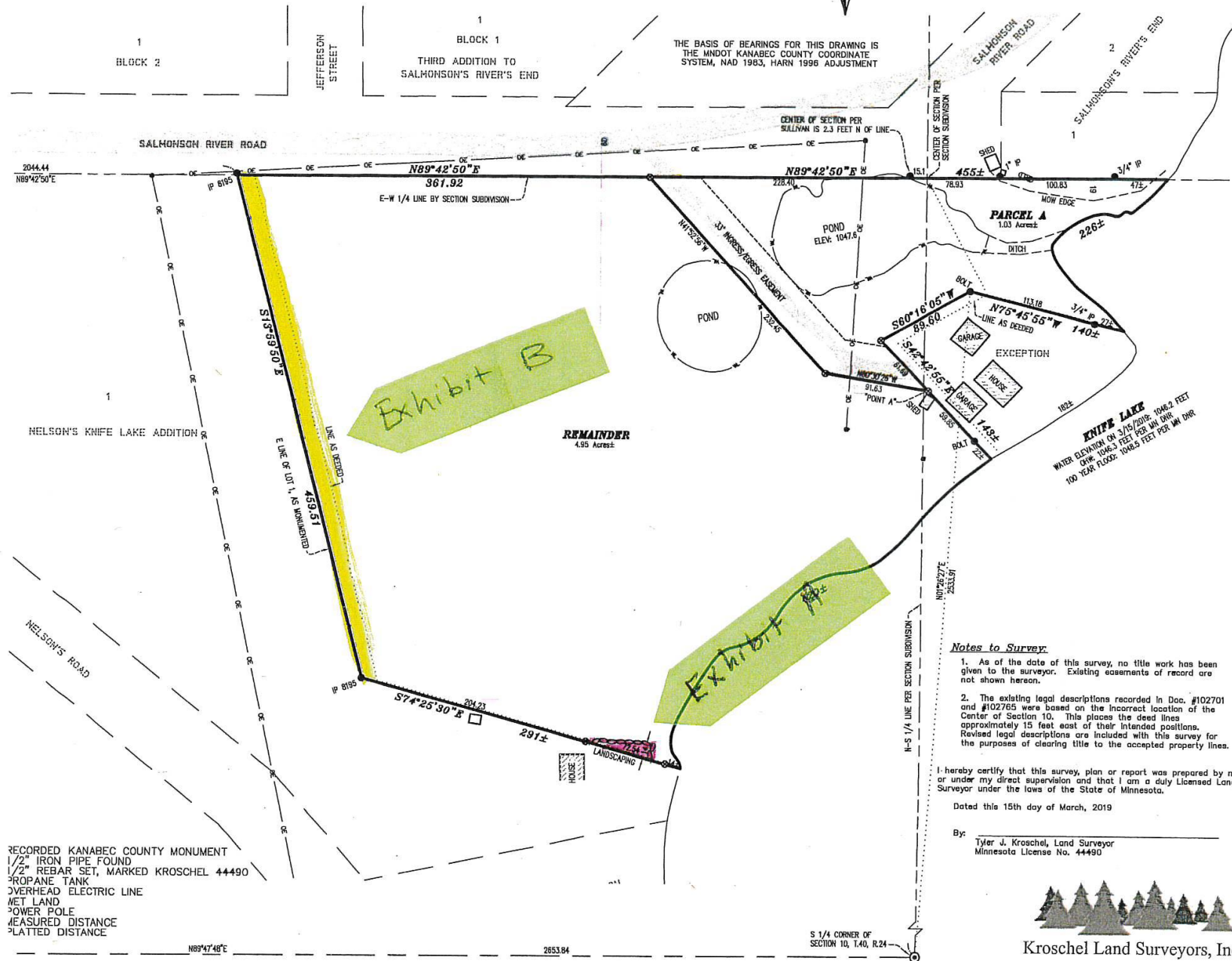
Thanks for your help, Kris.

Jim and Jan Griesgraber

RECEIVED MAR 05 2020

PART OF SECTION 10, TOWNSHIP 40, RANGE 24, KANABEC COUNTY, MINNESOTA

THE BASIS OF BEARINGS FOR THIS DRAWING IS
THE MNDOT KANABEC COUNTY COORDINATE
SYSTEM, NAD 1983, HARN 1996 ADJUSTMENT



Notes to Survey:

1. As of the date of this survey, no title work has been given to the surveyor. Existing easements of record are not shown hereon.
2. The existing legal descriptions recorded in Doc. #102701 and #102765 were based on the incorrect location of the Center of Section 10. This places the deed lines approximately 15 feet east of their intended positions. Revised legal descriptions are included with this survey for the purposes of clearing title to the accepted property lines.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 15th day of March, 2019

By:
Tyler J. Kroschel, Land Surveyor
Minnesota License No. 44490



Kroschel Land Surveyors, Inc.

1639 Main Street North, Suite 6, Pine City, MN 55063
Phone: 320-629-3267 tyler@kroschelsurvey.com

Agenda Item #8

March 17, 2020

REQUEST FOR BOARD ACTION

a. Subject: Coordinator's Report	b. Origination: Coordinator's Office
c. Estimated time: 5 minutes	d. Presenter(s): Kris McNally

e. Board action requested:

f. Background:

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:



OFFICE OF THE
KANABEC COUNTY COORDINATOR

18 North Vine Street Suite 181

Mora, MN 55051

Telephone: (320) 679-6440

Fax: (320) 679-6441

3/17/2020

Coordinator's Report

1- Follow up on the Nemeth Orthodontics' Lease agreement

Per the County Assessor, "In regards to the Nemeth lease I found DOR guidance on a similar situation where a for-profit business utilized part of the school. In that situation it was found that the original exempt use does not appear to be impacted as the use agreement does not actually convey an interest in the property it just gives them the right of use of the property. The agreement with Nemeth ultimately does not exclude the county from continuing to use the property for its primary use. Therefore, no personal property tax will be added to the tax rolls."

The 2020 lease agreement has been sent to Nemeth Orthodontics. Other existing lease agreements have been shared with the Assessor's office for review.

2- 330 Forest Avenue Property

Commissioner Anderson and staff attended the City of Mora's Planning Commission Public Hearing on 3/9/2020 on rezoning some parcels at Wood & Forest Ave West from B-1 to R-3. At open forum, staff asked to begin the conversation to consider rezoning or amending existing zoning text to allow residential properties along Forest Ave E to be used/sold for residential purposes. There were mixed reactions by the Planning Commission to the request and mixed opinions on the potential for this to occur.

To date, the Coordinator's Office has had 2 inquiries on the property, both for residential (rental housing) uses. The Kanabec County EDA is potentially interested in assisting in the purchase and development of a privately-owned day care center on that property.

3- Insurance Committee update

The Insurance Committee voted to proceed with going out for RFPs for health insurance with a broker. The cost is \$3,000. The brokers met with the Insurance Committee on March 10th to answer questions and educate the committee about the process. The Insurance Committee will meet with various carriers toward the end of April for discovery meetings as a screening process. The brokers will gather claims history and data to negotiate with the providers. We will be able to compare pricing with current plan designs as well as to examine other plan structures that may be a better fit with County employees' needs- included fully insured and self-insured options. Providers screened may include Medica, Preferred One, Health Partners, United Health Care, Blue Cross/Blue Shield (and Resource Training & Solutions), and the 49ers Health & Welfare Fund.

AN EQUAL OPPORTUNITY EMPLOYER

4- Organizational Efficiency Opportunity (possible)

Kanabec County may have an opportunity to work with a Metro State graduate student this fall/winter for no fees. Graduate students in the public administration program are looking for projects to meet their program graduation requirements. Staff is proposing the capstone project of examining organizational efficiencies for consideration of some departmental restructuring – in follow up of the Springsted study that was done in 2010.

5- Electronic Record Retention System - expansion

Coordinator's staff are working on expanding the use of the county's existing electronic record retention system at no additional cost to the county to have a better system for storage, retrieval and access of county contracts, agreements, grant awards, etc. The system is currently utilized by the Recorder's Office, in addition to the Auditor/Treasurer's Office for warrants, the Coordinator's office for terminated employee files and current employment applications. Expansion of the system's capabilities would require additional budgetary consideration for 2021. Currently, the annual maintenance agreement is paid for by the Recorder's Equipment Fund. The existing system meets the requirements of MN Statutory retention standards. Please see the attachment for additional information about how other counties use the system.

6- Policy Updates

The County Attorney and Coordinator are working on updating the County's existing drug and alcohol policy to include information on updated CDL requirements. The Building Use policy is also in process of being updated since building uses have changed since the last revision in 2006.

7- Drivers Licensing and the DMV

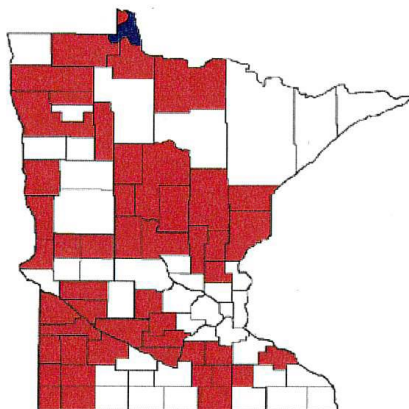
Staff is working with the Kanabec County EDA Director and Public Works Director to inquire if the local DMV office is interested in taking over the issuance of driver's licenses. Public Works would like to stop providing that service and the general consensus is that the residents of Kanabec County would be best served if the vehicle and driver licensing functions were in the same office. A letter has been sent to the DMV owner.

8- Knife Lake Dam Insurance

The broker has been working on getting a quote for \$5M and \$10M in coverage for the Knife Lake Dam. Insurance companies are reluctant at best to quote such coverage and have given estimates of premiums for \$50,000-\$100,000 per year. Information about the initial coverage quotes has been shared with Kyle Hams from the Knife Lake Improvement District.



EDMS Solution References



Minnesota Counties using ApplicationXtender

- Aitkin
- Carlton
- Cass
- Chippewa
- Clay
- Clearwater
- Crow Wing
- Dodge
- Sibley
- Freeborn
- Grant
- Hubbard
- Isanti
- Kanabec
- Koochiching
- Lac Qui Parle
- Lake of the Woods
- Le Sueur
- Marshall
- McLeod
- Meeker
- Mille Lacs
- Morrison
- Nicollet
- Nobles
- Pennington
- Pine
- Polk
- Renville
- Rice
- Rock
- Roseau
- Sibley
- Southwest Health & Human Services
- Sibley
- Sibley
- Todd
- Traverse
- Wabasha
- Wadena
- Waseca
- White Earth Financial Services
- Wilkin
- Yellow Medicine

How ApplicationXtender is being used by Minnesota Counties

The following is a list of the types of documents the above counties are managing with ApplicationXtender.

County Administration

- Employee Timesheets
- Employment Applications
- Personnel Files

Assessor

- Abstract Reports
- CRV
- Field Cards
- Homestead Applications

Auditor

- Financial Reports
- Payroll Reports
- Warrants

County Attorney

- Case Files

Human Services/Public Health

- Case Files
- Contracts

Environmental Services

Planning & Zoning

- Land Use Applications
- Permits

Coordinator's Department

- Road Project Files

Recorder

- Abstract Documents
- Birth Records
- CNS
- Death Records
- Federal and State Tax Liens
- Marriage Records
- Military Discharges
- Plats
- Torrens Documents

Law Enforcement

- Incident Reports
- Jail Logs

Surveyor

- Plats
- Surveys

Treasurer

- Checks
- Tax Lists or Rolls
- Tax Statements