

Kanabec County Board of Commissioners

Regular Meeting Agenda September 15, 2020

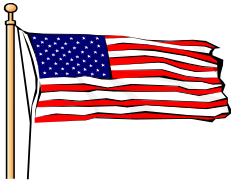
- The Meeting Will be In-Person and Via WebEx (video / phone conference)
- The public may join the meeting via WebEx or in person at the meeting room.
- If joining the meeting in person, the total number of persons (including commissioners) will be limited and social distancing/safety protocol will be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

To be held via WebEx telephone call or video meeting:
Telephone call-in number for public access: 1-408-418-9388
Access Code: 146 871 8136

Video Meeting link:
<https://kanabecounty.webex.com/kanabecounty/j.php?MTID=m11228e3ad64d416166ba>
Meeting number: 146 871 8136
Password: Pt43YWmdqW8

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

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



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

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

- 9:00am** a. Call the Meeting to Order
b. Pledge of Allegiance
c. Agenda approval
- 9:05am** Recess county board to a time immediately following the Family Services Board.
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Family Services Board
- 9:35am** Dan Voce, Mora Public Schools Superintendent- Introduction
- 9:45am** Barb McFadden, County Attorney- Request to fill upcoming vacancy
- 9:50am** Tina VonEschen, Assessor- Request to fill a vacancy
- 9:55am** Denise Snyder, Auditor/Treasurer; Kim Christenson, HR Specialist; Marie Sward, Deputy Auditor Finance; Kris McNally, Coordinator- Executive Memo Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster
- 10:05am** Denise Snyder, Auditor/Treasurer- Succession Planning (revisited)
- 10:15am** Brian Smith, Sheriff- a. Request to fill a vacancy at an advanced step with a highly qualified candidate
b. Squad car leasing update
c. TZD Grant
d. Quarterly Report
- 10:30am Public Comment** **Call-in number for Public Comment 1-408-418-9388 Access Code: 146 871 8136**
- 10:45am** Jason Weinerman, Board of Water & Soil Resources State Agency (BWSR) – Rum River 1 Watershed 1 Plan Implementation Organizational Arrangement Options
- 11:15am** Orrin and Dorothy Haugen- Conditional Use Permit Application
- 11:35am** Chad Gramentz, Public Works

Other business to be conducted as time is available:

1. Minutes
2. Paid Bills
3. Regular Bills
 - a. Revenue Fund
 - b. Road & Bridge
 - c. COVID & CARES Claims
4. Cares Act Request
5. Bruley Stipulation- Knife Lake Access
6. Hospital privatization discussion
7. Commissioner Reports
8. Future Agenda Items
9. Discuss any other matters that may come before the County Board

Kanabec County Family Services

905 East Forest Avenue, Suite 150

Mora, MN 55051

Phone: 320-679-6350

Fax: 320-679-6351

Kanabec County Family Services Board

Agenda

September 15, 2020

9:05 a.m.

- 1. Agenda Approval** **Pg. 1**
- 2. Presentation: Kristen Struss, Sup. Child Protection and Children's Mental Health**
- 3. Director's Report** **Pg. 2**
 - **Staffing**
 - **Case Aide position**
 - **Mental Health Case Manager/Social Worker position**
 - **Vasa Crossing Apartments**
 - **Case Works contract**
 - **No action required**
 - **See attached contract**
 - **Presentations**
 - **Ongoing Number of Children in Placement****Pg. 3-25**
- 4. Welfare Fund Report** **Pg. 26**
 - **See attached report**
- 5. August Financial Report** **Pg. 27-28**
 - **See attached report**
- 6. Abstract Approval** **Pg. 29-32**
 - **See attached abstract and board vendor paid list**
- 7. Other Business**
- 8. Adjourn**

Family Service Director's Report

September, 2020

Staffing

- Case Aide position –Promotion of Ashley Bowen to Case Aide
 - Office Support Specialist remain open for a six month trial
- Mental Health Case Manager/Social Worker- interviews in progress

Vasa Crossing Apartments application was denied for funding.

The Central MN Housing Partnership, Inc. project to build an apartment complex that was supported by this board was not approved for funding.

Case Works contract

This is a continuation of the discussion regarding resolution #FS7 - 7/21/20 that approved the Human Service Director contracting with Clay County and Next Chapter Technology for the provision of the Case Works system. The County Attorney has reviewed and approved the contract language. The contract cost will be \$12,500 out of the \$30,000 allocated for this project in the 2020 Family Services budget. The Clay County contract is still to come. The project should come in at under the total budget cost.

Presentations

Over the next few months I will arrange presentations by the Adult unit on the new elderly worker position. The Fraud unit will provide an update on their program. Licensing will provide an update on daycare and foster care activities and the Financial unit will deliver an update on their programs. I would like to know if the Board wishes to be informed on any other areas.

Ongoing Update on Number of Children in Placement

Last month we had 15 children in our care in out of home placements. We still have 15 children in care this month compared to 14 last year for the same month.

**CASEWORKS – MNsure EDITION
SOFTWARE ACQUISITION AND LICENSE AGREEMENT**

The below Software Acquisition and License Agreement (Agreement) is entered into this 15th day of September 2020 by and between Next Chapter Technology, Inc. (NCT), with its principal place of business at 7700 Equitable Drive, Suite 200, Eden Prairie, MN 55344 and Kanabec County (County), with its principal place of business at 905 East Forest Avenue, Suite 150, Mora, MN 55051.

Whereas, the County Board of Commissioners authorized the purchase of an Electronic Document Management System to be implemented within the Public Assistance Programs Unit of the County Family Services Department;

Whereas, NCT has developed certain software containing the functionality required to support the County MNsure Electronic Document Management needs;

Whereas, NCT has agreed to provide services and features to County;

Whereas, County desire to receive a license from NCT to utilize the CaseWorks Software – MNsure Edition and the CaseWorks – Cloud Central Edition ('Software') and NCT is willing to grant County a perpetual, non-exclusive license, under the terms and conditions provided herein, to so utilize the Software; and

Whereas, the County and NCT desire to enter into a contractual relationship for the above purpose,

NOW THEREFORE, the County and NCT agree as follows:

ARTICLE I
THE CONTRACT DOCUMENTS

The agreement documents consist of this agreement, NCT's Statement of Work (Exhibit One), the County's Insurance Requirements (Exhibit Two), the Project Schedule (Exhibit Three), the Software Support Agreement (Exhibit Four), and the Purchase Agreement (Exhibit Five). These form the Agreement, and all are as fully a part of the Agreement as if repeated herein.

ARTICLE II
THE PRODUCTS AND SERVICES

NCT shall provide the products and perform all of the services required by this Agreement and those Documents as listed in Article 1.

ARTICLE III
TIME AND COMMENCEMENT

The Installation Work to be performed under this Agreement, except for updates and on-going support, shall commence on December 1, 2020 and must be completed by February 1, 2021 unless the parties agree otherwise due to extraordinary circumstances. County acknowledges that NCT depends upon County acquisition of hardware and third-party software as well as access, cooperation and assistance by County personnel. County delay or failure to perform its obligations or provide hardware, third party software or other cooperation or assistance in a timely manner will extend project schedule and NCT's timing of performance. NCT agrees that it has reviewed the scope of the work and has sufficient staff to fully implement all aspects of this Agreement.

ARTICLE IV

GRANT OF LICENSE TO USE NEXT CHAPTER TECHNOLOGY SOFTWARE

NCT hereby grants to County, a perpetual, non-exclusive, non-assignable, non-transferable right and license to use and install the Software in object code and in run-time format, pursuant to the terms, fees, limitations and conditions set forth herein. The Software is being licensed, not sold, to County by NCT for use only under the terms of this License, and NCT reserves all rights not expressly granted to County.

ARTICLE V

LICENSES PURCHASED

By this agreement, County is purchasing Server Licenses and User Client Licenses as set forth in Exhibit Five for access and use by the County Family Services Department.

ARTICLE VI

AGREEMENT AMOUNT AND TERMS OF PAYMENT

A. Amount

The County shall pay NCT for the delivery of product (Software Licenses), the performance of the work (Services), expenses (Travel), and first year support services (Software Support). The amount for Products and Services are unchanging, or fixed, unless an agreed upon change order has been completed.

These amounts are subject to additions by Change Order as described in this agreement. Travel will be invoiced at actual cost. In addition, the County agree to pay software support fees in accordance with the terms of the Software Support Agreement (Exhibit Four), which is incorporated herein and made part of this agreement. The amounts are follows:

Category	Cost
Product (supporting detail on Exhibit 5)	\$12,500
Services (supporting detail on Exhibit 1)	\$0
Total	\$12,500

A. Terms of Payment NCT shall submit billing invoices to the County as follows:

Category	Terms
Software Licenses	<ul style="list-style-type: none">100% due upon completion of the project in 2021

Category	Terms
NCT Services	<ul style="list-style-type: none">All implementation services fees are waived

Category	Terms
2021 Software Support	<ul style="list-style-type: none">Supporting detail on Exhibit 4

No additional payment above the amount specified at the beginning of this section will be paid without an approved Change Order.

B. Deliverable Acceptance

At specified milestones throughout the project, NCT will deliver completed work products to the County for review and approval. This process is formally called Deliverable Acceptance. The acceptance process allows the County thirty (30) working days to formally review all work products to ensure that they meet the deliverables outlined in the Statement of Work and any changes that were approved through the Change Order process. NCT will strive to obtain constant feedback from the County during the project so that deliverable acceptance is a simple formality. However, in the event that a deliverable fails to meet the requirements in the Statement of Work and approved changes, the County's Representative shall sign and date, and complete the "Deliverable Non-Acceptance" section of the Work Acceptance Form, in the Statement of Work. The County Representative shall also provide a reason for rejection, which will serve as a basis for discussion of the deliverable between the NCT and the County's Authorized Representative. NCT will act expediently to correct all in-scope problems found with the deliverable and will estimate any out-of-scope changes according to the change procedures established for the project.

D. Change Orders

Without invalidating this Agreement, County may request changes in the work. Price and time will be adjusted accordingly. All such changes in the work shall be in writing, signed by NCT and the County's Authorized Representative, and attached to the Agreement. NCT must not provide significant work that is not specified in this agreement without first obtaining a signed change order. County's Representative authorized to submit and approve change orders is identified in Section XIV C.

E. Costs Not Provided For

No claim for services or supplies furnished by NCT, not specifically provided for in this Contract, will be honored by the County.

F. Intent

Excluding hardware and third-party software, NCT shall provide the entire product and services set forth hereunder for the compensation set forth above. NCT agrees that it has made a careful examination of the product and services to be provided hereunder and that the price set forth herein is adequate compensation for the product and services to be provided under the terms of this Agreement, subject to any authorized Change Order.

ARTICLE VII
SOFTWARE USE

A. Limitations on Use

Each Server level license granted by this License Agreement entitles County to utilize the Software on a single CPU or Multi-core Server (Physical or Virtual). Software is licensed for one production database and unlimited training databases, unless otherwise specified. Each User Level License granted by this License Agreement entitles County to utilize the Software on a concurrent user level. At any instance, the number of concurrent users cannot exceed the number of user licenses purchased for the respective software item. Unless specifically authorized by NCT in a separate agreement, the County shall not

- i. use the Software for any purpose other than for the MNsure processing functions assigned by County by the relevant governmental authorities;
- ii. allow anyone other than the County's employees and agents to have physical access to the Software;
- iii. make any copies of the Software unless granted in writing by NCT, apart from the limited right provided in Article IX;
- iv. make any modifications, enhancements, adaptations, or translations to or any of the Software except for those resulting from License interactions with the Software associated with normal use (e.g. inputted data or Software-permitted configuration selections).

- v. make full or partial copies of any documentation or other similar printed or machine-readable matter provided with the Software in order to derive the source code form of the Software;
- vi. export or re-export the Software and/or associated documentation in violation of the United States export rules and regulations; or
- vii. sell, rent, lease, lend, transfer or sublicense the NCT Software to any other party unless specifically authorized by NCT.

The breach of any of these terms by County shall, without limitation as to other terms hereof, be deemed a material breach of this License Agreement and shall entitle NCT, among its other remedies, to terminate the License.

B. Permitted Uses and Restrictions on Software

County's right to use the Software is subject to its adherence to the terms of this License Agreement. County is only granted those rights expressly set forth in this License Agreement. NCT expressly reserves all other rights. NCT warrants that it will not knowingly install any Self-Help Code or any Unauthorized Code as defined below. "Self Help Code" means any back door, time bomb, drop dead device, or any other software routine designed to disable the software automatically with the passage of time or under the positive control of a person other than the licensee of the Software. "Unauthorized Code" means any virus, Trojan Horse, worm or other software routine or equipment designed to permit unauthorized access to disable, erase or otherwise harm software, equipment or data or to perform any other similar action.

Software is a "commercial item", as that term is defined in 48 C.F.R. 12.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire NCT's **Scanning Software** with only those rights set forth herein.

C. Limited Right to Copy Software

County may make copies of the Software for backup purposes only. A backup copy must include all copyright or other proprietary notices contained on the original. County shall not otherwise copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the Software.

D. No Modification to Software

County shall not modify, or attempt to modify, the Software including database structures in any manner, nor shall it merge associate or combine, or attempt to merge, associate or combine the Software with or into any third party software without the express written consent of NCT.

E. Support

County acknowledge the Software is meant to be supported software. Support shall be provided pursuant to the terms and conditions set forth in the Software Support Agreement ("Support Services") between NCT and County. Support Services shall continue to be provided based on the term of the Software Support Agreement, at the rate and pursuant to the terms and conditions of the then-current Software Support Agreement.

F. Updates

Updates are only available to County if they have an executed Software Support Agreement at the time the update is released. If County have not executed a Software Support Agreement, at the time the update is released, the County shall not be entitled to receive updates and NCT shall not be obligated to sell updates to County. The release of any new version of the CaseWorks – MNsure Edition within one year of purchase of any other version of the Software by County is to be considered an "update" and shall be provided as part of Software Support Agreement, to County under the terms applicable to provision of such updates.

G. Proprietary and Confidential Information

County acknowledge and agree that, without affecting the scope of all licenses granted herein, the Software and associated documentation, including any and all copies hereof, in whole or in part, are and shall remain the sole and exclusive property of NCT. The County further acknowledge and agree that the Software contains Proprietary and Confidential Information including, but not limited to, all code, data file structures, the specific design, structure and logic of individual programs of Software, their interactions with other portions of the Software, both internal and external, the programming techniques employed therein and other trade secrets. To the extent permitted by law, the County agree to take all reasonable precautions, including those that may be reasonably requested by NCT, to protect its Proprietary and Confidential Information. Unless otherwise agreed, in advance and in writing, in the event that County or any employee or agent of County, suggests any improvements and modifications to the Software, County acknowledge and agree that, whether such improvements and/or modifications are implemented by NCT in whole or part, it assigns all right, title and interest, including copyrights, patents, trade secrets, and all other intellectual property rights, in any such suggestions, improvements and modifications to NCT without payment or compensation of any kind.

H. Nondisclosure

County recognize and acknowledge the special value and the importance in protecting Proprietary and Confidential Information. To the extent permitted by law, all Proprietary and Confidential Information, the disclosure of which might give an advantage to any third party, including competitors of NCT, that has been or may be furnished or disclosed to County, shall be kept confidential and used only for the purposes described in this Agreement. Unless otherwise required by applicable law, County, its employees and agents agree, not to provide, disclose or otherwise make available the Proprietary and Confidential Information in any form to any third party. In addition, NCT acknowledges that the records and data of County must remain confidential and agrees that, unless otherwise required by applicable law, NCT, its employees and agents shall use commercially reasonable means to prevent the disclosure of such records or data or any portion thereof without the express written consent of County.

ARTICLE VIII **SECURITY**

During the performance of this Agreement, NCT agrees that the County's policies and procedures on information system security are observed. Information system security is the protection of integrity, availability, and confidentiality of automated information and the resources used to access, enter, store, process, and communicate the information.

- i. NCT is obliged to ensure that any of its staff, who works on the Agreement, in so far as such work is performed on the County's premises, observe the County's security procedures and internal rules. The County will inform NCT about these procedures and rules.
- ii. NCT will adhere to all County's remote access and security requirements. NCT is required to ensure that all Vendor employees and/or agents abide by the County's remote access and security requirements.
- iii. NCT will take responsibility for delivering their electronic files with no virus, malware, or unapproved/unauthorized code to the County.

ARTICLE IX **SOURCE CODE**

NCT will maintain a copy of the source code in a secure location and provide a copy of the source code for the Software, user documentation, and technical documentation that would be necessary to reproduce an executable version of the Software using the source materials to the County under certain conditions listed below:

- i. In the event NCT or its successor which assumes its obligations under this Agreement ceases to transact business; or
- ii. In the event NCT or its successor which assumes its obligations under this Agreement ceases to provide support for the NCT Software and does not offer to County another software product to perform the same or similar functions as the Software.
- iii. NCT enters into any arrangement for the benefit of its creditors; a receiver is appointed over all or substantially all of NCT's assets, which appointment is not dismissed within ninety (90) days; or NCT becomes the subject, whether voluntarily or involuntarily, of any bankruptcy proceeding, which proceeding is not dismissed or stayed within ninety (90) days of initiation.

In the event of a release of the Source Code to the County, the County shall have the limited right and license to use, copy and modify the Source Code solely for the purposes of maintenance and support of the Software for the County's internal use only. Such license shall be non-exclusive and non-transferable. The County agree that the Source Code delivered under this Section is subject to the confidentiality restrictions recited elsewhere in this Agreement. Notwithstanding any terms to the contrary, the County may disclose the Source Code to consultants and agents for the sole purpose of supporting and maintaining the System, provided such consultants and agents agree to be bound by the confidentiality restrictions which are applicable to the County hereunder.

ARTICLE X **WARRANTY**

NCT warrants that the Software will perform as to all substantial operating features, as specified in its user documentation and based upon the specifications of the then-current release of the Software for 30 days from acceptance of original installation. This warranty shall immediately become null and void in its entirety in the event that County fails to maintain or to use the Software in accordance with the applicable terms of use, or to notify NCT promptly in the event of any suspected defects or malfunctions and/or errors. NCT's sole obligation, and County's sole and exclusive remedy for breach of the warranty set forth in this section, shall be, at NCT's election, for NCT to remedy such breach in a manner consistent with NCT's regular business practices or for NCT to refund a pro rata amount of fees. NCT does not warrant that the operation of the Software will be uninterrupted or error-free. For 30 days from acceptance of original installation and during periods of time when the Software Support Agreement is in effect, NCT will use commercially reasonable efforts to correct any Errors in the Caseworks Software, replace the NCT Software with functionally equivalent software, or provide a work-around or patch for the portion of the NCT software containing the Errors, hereinafter "Error Corrections". Error Corrections will be made in a manner as identified in section 3(a) of the Software Support Agreement. Error Corrections will be deemed part of the NCT Software licensed under Software Acquisition and License Agreement, and shall be provided subject to the terms and conditions contained in such Software Acquisition and License Agreement. NCT does not warrant any hardware, third party software (including without limitation MS-SharePoint), updates/releases or support services. Updates/releases and support services are provided "As Is". Except as otherwise provided for in this Agreement, NCT disclaims all other representations, warranties, conditions and covenants.

ARTICLE XI
INDEPENDENT CONTRACTOR

NCT is an independent contractor and nothing herein contained shall be construed to create the relationship of an employer and employee between the County and NCT or NCT agents, servants or employees. NCT shall, at all times, be free to exercise initiative, judgment, and discretion as to how to best perform or provide services. NCT acknowledges and agrees that NCT, NCT agents, servants and employees, are not entitled to receive any of the benefits received by County's employees and is not eligible for workers' or unemployment compensation benefits. NCT also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due NCT and that it is NCT's sole obligation to comply with applicable provisions of all Federal and State tax laws.

ARTICLE XII
SUBCONTRACTORS

NCT shall not employ any subcontractor to perform any services in the scope of this project, unless said subcontractor is approved in writing by the County. Said subcontractor shall be paid by NCT.

ARTICLE XIII
INDEMNIFICATION AND INSURANCE

A. Indemnification

- i. Any and all claims that arise, or may arise, on behalf of NCT, its agents or employees as a consequence of any act or omission on the part of NCT or its agents or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of the County. NCT shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including reasonable attorneys' fees which the County, its officers and employees may hereafter sustain, incur or be required to pay, from a third party claim to the extent arising out of or by reason of any negligent or willful act or admission of NCT, its agents, servants or employees in the execution, performance or failure to adequately perform NCT obligations pursuant to this Agreement. This shall include any and all copyright, trademark, patent or other intellectual real property claims, issues or matters arising out of NCT act or admission, whether it is negligent, willful or otherwise.

If any part of NCT's Software, materials or services is held or likely to be held to constitute an infringement or its use is likely to be enjoined, NCT will, at its own expense and option, either (i) obtain for County the right to continue to use the Software, material or service(s), or (ii) replace or modify the affected Software, material or service(s) so that it is not infringing, (in which case County will stop using any infringing version of the Software, material or service(s)), or (iii) if alternatives (i) or (ii) are not reasonably available, refund Licensee fees paid to NCT for the infringing portion of the Software, material or service(s) and, after refunding such fees, NCT may terminate this Agreement without liability upon written notice to County. Notwithstanding anything to the contrary, NCT assumes no liability for infringement claims arising from (i) the combination of Software materials or services provided by NCT with other software, materials or services not provided by NCT; (ii) and modifications to the Software, materials or service(s) unless such modification was made by NCT; or (iii) use of the Software, materials or service(s) not in accordance with the terms of this Agreement, including exhibits.

- ii. Any and all claims that arise, or may arise, on behalf of the County, its agents or employees as a consequence of any act or omission on the part of the County or its agents or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of NCT. The County shall indemnify, hold harmless and defend NCT, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including reasonable attorneys' fees which NCT, its officers and employees may hereafter sustain, incur or be required to pay, from the third party claim to the extent arising out of or by reason of any negligent or willful act or admission of the County, its agents,

servants or employees in the execution, performance or failure to adequately perform the County's obligations pursuant to this Agreement. This shall include any and all copyright, trademark, patent or other intellectual real property claims, issues or matters arising out of the County's act or admission, whether it is negligent, willful or otherwise.

B. Limitation of Liability

Each party's liability for damages to the other party shall not exceed the party's insurance coverage, as identified in Exhibit Two. NCT will not be liable for any indirect, incidental, special or consequential damages or losses (including without limitation damage or loss of data, software, equipment or systems or downtime or business interruption). NCT will not be liable for damages due to any cause beyond NCT's reasonable control. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws.

C. Insurance

In order to protect itself and to protect the County under the indemnity provisions set forth above NCT shall, at NCT expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies of insurance shall be paid by NCT. The amount of insurance shall be that as identified in Exhibit Two.

ARTICLE XIV

GENERAL TERMS AND CONDITIONS

A. Data Privacy

In collecting, storing, using and disseminating data on individuals in the course of providing services hereunder, NCT agrees to abide by all pertinent state and federal statutes, rules and regulation covering data privacy under which County is obligated, including but not limited to HIPPA, the Minnesota Data Practices Act and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration and shall not release any such data in a manner which would be prohibited to the County.

B. Disputes-Good Faith Negotiations

It is the expressed desire of all parties that a good faith effort be made to resolve all disputes prior to the resort to judicial proceedings. Accordingly, it is agreed that any dispute arising under this License Agreement, including without limitation, any dispute regarding the operating of the CaseWorks, or payments due hereunder, shall be expressed to the other party in a writing which describes each dispute in detail and includes documentation sufficient to evidence the nature of the dispute. The writing shall be delivered to the other party at the address set forth in the Notices provision hereof. The party receiving the dispute shall respond in writing within thirty (30) days and shall provide documentation supporting its response. Following such delivery and response, the parties shall engage in direct, good faith negotiations for the following thirty (30) days in an effort to resolve all disputes. If the parties are unable to reach an agreement, and in the absence of a written agreement to extend the negotiation period, either party may seek judicial relief.

C. Authorized Representative

Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this agreement or in a modification of this Agreement.

NCT:

Vaughn Mulcrone
President/CEO
7700 Equitable Drive, Suite 200
Eden Prairie, MN 55344

County:

Chuck Hurd, Director
Family Services
905 East Forest Avenue, Suite 150
Mora, MN 55051

D. Assignment of Interest

This Agreement shall be binding upon and insure to the benefit of each Party's successors and permitted Assignees. This Agreement and the License granted herein shall not be assigned or transferred by either party without the prior written consent of the other party. Notwithstanding the foregoing, NCT may assign this Agreement to an affiliate or successor in connection with reorganization, merger, consolidation, acquisition, or other restructuring, whether via asset sale, by sale of stock or otherwise.

E. Audit

Pursuant to Minn. Stat. section 16C.05 subd. 5, the NCT will:

- i. Maintain records which reflect all prices and costs incurred and services provided in the performance of this Agreement; and
- ii. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices that involve transactions relating to this agreement. The NCT agrees to maintain and make available these records for a period of six (6) years from the date of the termination of this agreement.
- iii. Upon written request, County will provide signed, written assurance that the use of the Software and associated documentation is in compliance with the terms of this agreement. For purposes of clarification, NCT will not be given access to specific data, specific data bases or other confidential information of any third party. This provision survives termination of this Agreement.

F. Compliance with Laws

NCT shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect, or hereafter adopted, pertaining to this agreement or the subject matter of this agreement. This shall include obtaining all licenses, permits or other rights required for the provision of services contemplated by this agreement.

During the performance of this agreement, NCT agrees that no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights or be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

Specifically, NCT agrees:

- i. That, in the hiring of common or skilled labor for the performance of work under this Agreement or any subcontract, no contractor, material supplier, or vendor shall by reason of race, creed, or color discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates.
- ii. That no contractor, material supplier or vendor shall, in any manner, discriminate against or intimidate or prevent the employment of such person or persons identified in clause i., or on being hired, prevent or conspire to prevent the persons or persons from the performance of work under any contract on account of race, creed or color.
- iii. That a violation of clause i. or ii. is a misdemeanor; and
- iv. This Agreement may be cancelled or terminated by the County and all money due or to become due may be forfeited for a second or any subsequent violation of this Agreement.

G. Severability

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

H. Binding Effect

This Agreement shall be binding upon the parties, their affiliates, subsidiaries, successors and assigns.

I. Modifications

The County and NCT hereby acknowledge that they have read this Agreement and affirmatively state and represent that they understand its contents. Further, that the above constitutes the entire Agreement by and between the County and NCT and is binding upon themselves, their heirs, assigns and successors in interest and any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the County and NCT.

J. Applicable Law and Venue

This Agreement will be governed by the laws of the State of Minnesota, excluding its conflict of laws rule. The Uniform Commercial Code will not apply. All proceedings related to this Agreement shall be venued in the County of Mille Lacs, State of Minnesota.

K. Appropriations

If the County fails to appropriate funding for this Agreement, the County may immediately terminate the Agreement with written notice. Any services provided prior to notice shall be reimbursed including the value of any Software updates.

L. Force Majeure

Force Majeure. No failure or omission by either party to carry out or observe any of the terms and conditions of this contract shall give rise to any claim against the other party or be deemed to be a breach of this contract if such failure to omission arises, without limitation, due to act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of any government authority or third party, industrial disputes, fire, lightning, explosion, inclement weather, or other causes beyond the control of either party.

ARTICLE XV ***TERMINATION***

Either Party may terminate this Agreement anytime by providing thirty (30) days written notice to the other party of the intent to terminate. In such event, all finished and unfinished documents, data, studies and reports prepared by NCT under this Agreement, at the option of the County, become its property, and NCT shall be entitled to receive compensation for satisfactory work completed on such documents as well as amounts due NCT for software licenses, software support and other services approved in writing by County up to effective date termination

ARTICLE XVI ***NO PUBLICITY***

NCT may not disclose the existence and/or any of the Contract terms to any third party, and may not refer to the Contract in publications, advertisements, or other materials or communications, and may use County as a reference only with prior written consent from the County's Director of Family Services.

ARTICLE XVII ***REPORTING OBLIGATIONS***

NCT shall deliver to County a progress report in the form of a Weekly Status Meeting. This meeting will include all key stakeholders from both the County and NCT and will be conducted at the same time each week. The standard agenda for this meeting will include a technical status, current tasks update(s), a review of the overall schedule, and the work to be completed in the next week. NCT shall also meet with the County project leader and other representatives, as needed at a mutually agreed-upon location.

IN WITNESS WHEREOF; the parties hereto have executed this Agreement on the date(s) indicated below.

The signatures listed below authorize the engagement of Next Chapter Technology, Inc.

Kanabec County Approval

Next Chapter Technology Approval

Authorized County Representative (Signature)

Authorized NCT Representative (Signature)

Authorized County Representative (Print Name and Title)

Vaughn Mulcrone, President_____
Authorized NCT Representative

Street Address

14701 Pioneer Trail, Suite 105,

City, State, Zip

Eden Prairie, MN, 55347

Date

Date

CaseWorks Upgrade & Migration and METS/MNsure Edition Implementation Kanabec County

Project Approach and Deliverables

- NCT completes setup of CaseWorks for all FSE, MSE, and CSE users
- NCT completes setup of the State's Daily Download
- NCT & Kanabec complete METS/MNsure Business Process Review
- Kanabec County and NCT complete Quality Assurance Review
- NCT completes migration of FSE and CSE documents
- NCT completes (virtual) training for FSE, MSE, CSE
- Kanabec County Go Live with new CaseWorks 2016 Editions
- NCT completes Go Live Support

Project Assumptions

- Project expected to start in December of 2020 and will be completed in 1st quarter 2021
- The solution will be "hosted" by Clay County
- CaseWorks Editions are deployed on SharePoint 2016
- Cloud Central already implemented at Clay
- Current CaseWorks Editions (FSE and CSE), are included in the Upgrade & Migration scope
- A Quality Assurance Team is identified to assist in Business Process Reviews and QA Reviews
- No Pre-Go Live file prep or file scanning is accomplished as a part of the implementation, instead, post-go live, case documents are prepped and scanned when a new document arrives which impacts the case file (Integrated Case)
- End User training provide using GoToMeetings
- Go Live Support accomplished using GoToMeeting
- County is responsible for any Microsoft-related licenses (e.g. SharePoint, SQL, MS Server, etc.)

In Scope Activities

Activity	Description
Project Management	<ul style="list-style-type: none"> • Create and maintain project plans, including tracking timeline and task completion • Coordinate resources and activities • Review and manage NCT Professional Services budget • Facilitate the Weekly Status Meetings with Project Team to provide updates on next steps, current topics, scheduling, and project status.
Business Process Review	<ul style="list-style-type: none"> • Facilitate the review of the METS/MNsure business process • Document the new process representing the business processes after Caseworks METS/MNsure Edition Go Live
System Install and Configuration	<ul style="list-style-type: none"> • Install and Configure Caseworks Software (FSE, MSE, CSE) <ul style="list-style-type: none"> – Complete the one-time download of PRISM – Complete setup of the daily download for METS/MNsure – Complete the setup of Cloud Central

Activity	Description
Encryption	<ul style="list-style-type: none"> Ensure documents are encrypted with the county firewall before they are archived. Ensure documents remain encrypted until they have been retrieved and arrive back within county firewall.
Solution Deployment	<ul style="list-style-type: none"> Conduct Quality Assurance (QA) Reviews Resolve issues (within project scope) identified during the QA Review Training/Communication <ul style="list-style-type: none"> Provide Regular Project Status Communication Provide End User Training Provide End User Go Live Support
Document Migration	<ul style="list-style-type: none"> Migrate existing from 2010 platform to 2016 platform
Documentation	<ul style="list-style-type: none"> Provide End User Documentation

Out of Scope Activities

Activity	Description
Other Divisions and Departments	<ul style="list-style-type: none"> Activities related to the Upgrade and Migration; and implementation of METS/MNsure in business Units other than the Family Services Units is considered out of scope.

Roles and Responsibilities

Common roles and responsibilities are defined so every resource will understand what is expected of them on this project. Upon joining the project, a resource will be assigned one or more of the following roles. Resources that have been assigned multiple roles are expected to meet all the responsibilities for those roles.

NCT Project Manager (TBD)

The Overall Project Manager is the individual responsible for the project implementation and will manage the day-to-day activities of the project for NCT activities.

County Project Manager (TBD)

The Project Managers will assist in the management of internal tasks and resources to ensure a successful implementation of the Caseworks Software solution.

NCT Technical Architect/Lead (Vaughn Mulcrone)

The NCT Technical Architect is the individual responsible for the design and build, configuration, and installation of the Caseworks Software solution at the client site.

Project Sponsors (Lisa Blowers)

The Project Sponsor provides high-level oversight and guidance for the project to ensure that the project solution meets overall schedule and cost objectives.

Quality Assurance Team (TBD)

The Quality Assurance team provides ongoing business expertise and insight on business processes, including input/feedback on current business processes. For the purpose of this project, this group is referred to as the Quality Assurance Team

IT Subject Matter Experts – Hardware/OS, Desktop, LAN Admin (TBD)

Information Technology Subject Matter Experts/Resources provide initial and ongoing technical expertise. They will provide technical insight and serve as the liaison between NCT and County IT resources.

County Insurance requirements:

Next Chapter Technology (NCT) shall not commence work under the Contract until it has obtained at its own cost and expense all insurance requirements herein. All insurance coverage is subject to approval of the County and shall be maintained by NCT until final completion of the work.

Comprehensive General Liability: Coverage shall have minimum limits of \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations (if applicable); Contractual Liability; "XCU." Hazard Liability (if applicable); Personal Injury Liability, and Aircraft and Watercraft Liability (if applicable).

Commercial Auto Liability: Coverage shall have minimum limits of \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage.

Liability: This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

Professional Liability: Coverage shall have minimum limits of \$2,000,000 per occurrence; \$2,000,000 aggregate.

Special Requirements:

County is to be included as an **Additional Insured** on both the Comprehensive General Liability and Commercial Auto Liability Policies.

Current, valid insurance policies meeting the requirements herein identified shall be filed with the County before NCT commences a project and maintained during the named project's duration. Renewal Certificates shall be sent to the County within thirty (30) days prior to any expiration date. There shall also be a thirty (30) days notification to the County in the event of cancellation or modification of any stipulated insurance coverage.

It shall be the responsibility of NCT to insure that all subcontracts comply with the same insurance requirements that NCT is required to meet.

Task No.	Task	Resources	Start Date	End Date	Comment
1	Pre-Project Kick-off Planning Meeting w/Business Units	NCT	11/16/20	11/20/20	Legend for Resources column: 1. NCT = NCT leads; Counties participate 2. Kanabec = Kanabec leads; NCT participates 3. Both = Joint responsibility for task
2	Implementation Kick-off Meeting	NCT	11/30/20	12/04/20	
3	Request Download File - PRISM & METS	Both	12/07/20	12/11/20	
4	Complete User Configuration Matrix/Work Order	Both	12/07/20	12/18/20	Review list from CaseWorks
5	Application Software Set-up & Configuration	NCT	12/14/20	12/23/20	FSE, MSE, CSE
6	Review FSE / MSE Autosend List	Kanabec	01/14/20	01/18/20	During the week of...
7	METS/MNsure Business Process Review	Both	01/14/20	01/18/20	During the week of...
8	Internal QA Review of Edition(s) Setup	NCT	12/28/20	12/29/20	
9	External QA Review of Edition(s) Setup - FSE/MSE	Both	12/30/20	12/30/20	
10	External QA Review of Edition(s) Setup - CSE	Both	01/05/21	01/05/21	
11	Workstation Set-up (Users)	Kanabec	01/04/21	01/08/21	Includes reinstall of Print2CaseWorks
12	End User Training	NCT	01/07/21	01/08/21	Virtual Training
13	Migrate New Documents (from DPC) and Migrate Lists	NCT	01/09/21	01/10/21	Includes all list records (e.g. Subscriptions, Retention Records, Privileged etc.)
14	Go Live and Go Live Support	NCT	01/11/21	01/13/21	Virtual Go Live Support/Commence scanning of Mnsure Documents
15	Migrate "Open Case" documents (from EFC)	NCT	01/11/21	01/15/21	
16	QA Review of Migrated Cases	Kanabec	01/11/21	01/15/21	
17	Migrate "Closed Case" documents (from EFC)	NCT	01/18/21	01/31/21	
18	Retire Legacy System	Kanabec	06/01/21	06/01/21	IT will confirm with NCT prior to retiring legacy system
19	Project Management / Weekly Status Meetings	NCT	11/16/20	02/15/21	

This Software Support Agreement ("Agreement") is entered by and between Next Chapter Technology, Inc. (NCT), a Minnesota corporation, with its principal place of business at 7700 Equitable Drive, Suite 200, Eden Prairie, MN, 55344 and Kanabec County (County), with its principal place of business at 905 East Forest Avenue, Suite 150, Mora, MN 55051.

Whereas, NCT and County has entered into a Software Acquisition and License Agreement, which sets forth the terms and conditions under which the County is acquiring and licensing the NCT Caseworks Software (METS/MNsure Edition) ("Software");

Whereas, the County desires to obtain Software Support services described herein in connection with its use of the CaseWorks Software, and

Whereas, NCT desires to provide those Software Support services;

NOW THEREFORE, in consideration of the covenants set forth herein, the parties agree as follows:

Definitions: As used in this Agreement, the following terms shall have the following meanings:

- a. "Documentation" shall mean the written or electronic materials provided with CaseWorks Software, provided by NCT.
- b. "CaseWorks Software (METS/MNsure Edition)" or "CaseWorks Software" or "Software" shall mean the components of the NCT Software as described in the Software Acquisition and License Agreement.
- c. "Term" shall have the meaning set forth in Section 1 below.
- d. "Designated Representatives" shall mean the County employee(s) who is trained and continues to keep updated with the ongoing product details of the CaseWorks Software.
- e. "Error" shall mean material failure of the CaseWorks Software to conform substantially to its functional specifications described in its user documentation which failure is repeatable, reproducible and caused by the CaseWorks Software.

All other terms used herein shall be as defined in the Software Acquisition and License Agreement.

1. **Term and Price.** This Agreement shall begin on the date the Software Acquisition and License Agreement is signed by the County for an initial term ending on December 31, 2019. The term of this Agreement shall automatically renew for successive one (1) year renewal terms on January 1 unless either party delivers written notice to the other at least 60 days prior to the end of the then-current term of its intent not to renew. Invoicing for such renewal terms shall occur approximately 60 days prior to the date Software Support services begin and payment will be due on January 15th. In the event that the County terminates its Software Support services, and the County thereafter wish to reinstate those Software Support services (and NCT agrees to such reinstatement), in addition to the then-existing rate for Software Support services, NCT may require the County to pay a Reinstatement Fee equal to thirty five percent (35%) of such then-existing rate. All amounts due for Software Support services, including any Reinstatement Fees, are due in advance, in full, and prior to the provision of any Software Support services. The amounts due from the County will be in accordance with the schedule listed below.

Support Year	Support Amount Due
January 15, 2021	5,025
January 15, 2022	5,025
January 15, 2023	5,025
Each year thereafter limited to 3% maximum increase over prior year total.	

SOFTWARE SUPPORT AGREEMENT

2. County Responsibilities. The County will be responsible for the following:
 - a. Installing any updates to CaseWorks Software, unless the County have retained NCT, at additional charge, to complete the installation of the updates to the CaseWorks Software.
 - b. Keeping its software, hardware and network in proper working order.
 - c. Maintaining trained designated representatives with a working knowledge of the County software programs and system hardware;
 - d. Promptly notifying NCT of Errors, and upon request, providing to NCT written documentation with respect to any such Errors; and
 - e. In order to maintain its right to obtain Software Support services, including remote troubleshooting and other diagnostic and repair functions, the County must provide NCT with access (via the secured Internet) to servers running the NCT CaseWorks Software whenever necessary to troubleshoot or fix a specific problem that has arisen and for which assistance has been requested pursuant to this Software Support Agreement. The County will communicate with NCT with respect to Software Support services only through its Designated Representative.
3. Services Provided. NCT will provide Software Support services as set forth in this Agreement. All Software Support services shall be provided on a remote basis unless specific arrangements are made for on-site support as described in Section 4(d) herein below. The County right and ability to receive Software Support services is based on NCT's ability to access the NCT CaseWorks Software and the servers on which it runs, via a secure Internet connection.
 - a. Telephone Support. Telephone assistance for the NCT Software will be available Monday through Friday (except County holidays as identified on the County websites) between the hours of 8:00 a.m. and 5:00 p.m., Central Time. Requests for support outside normal support hours may be made by requesting that support on the NCT support number, or by sending an email, to NCT. NCT will use commercially reasonable efforts to respond to requests for Software Support services outside of normal hours within eight (8) business hours of its actual receipt and knowledge of such voice or email. After hour support for non-critical issues is provided for an additional cost calculated at NCT's then-current hourly rate (presently \$135 per hour).
 - b. Error Corrections. NCT will use commercially reasonable efforts to correct any Errors in the CaseWorks Software, replace the NCT CaseWorks Software with functionally equivalent software, or provide a work-around or patch for the portion of the NCT CaseWorks Software containing or causing the Errors, hereinafter "Error Corrections". Error Corrections will be made in the manner provided for in 3(a) above. Error Corrections will be deemed part of the NCT Software licensed under Software Acquisition and License Agreement, and shall be provided subject to the terms and conditions contained in such Software Acquisition and License Agreement.
 - c. Updates. From time to time during the term of the Software Support Agreement, NCT may provide the County with enhancements to or fixes of the existing version of the NCT Software and related Documentation (hereinafter "Updates"), which are released by NCT as part of the NCT support program. Any such Updates will be provided at no additional charge to the County who are then-receiving continuous Software Support services at time the Update is released and are not in default hereunder or under the Software Acquisition and License Agreement. All Updates will be deemed part of the NCT Software licensed under the Software Acquisition and License Agreement, and shall be provided subject to the terms and conditions contained in such Software Acquisition and License Agreement. Nothing herein shall be construed as requiring NCT to provide enhancements or versions or updates that are generally not made available free of charge to all other clients of NCT.

SOFTWARE SUPPORT AGREEMENT

- d. Online Support Options. Online support documentation is available on a 24 hours-a-day, 7 days-a-week basis. The information available online will, at NCT's option, include, timesaving technical tips, online support, a download library of Updates, and Documentation associated with the NCT Software.

4. Limitations. Software Support services shall not apply to the following:

- a. New NCT Software. Any product or module, which is designated by NCT as a new product, will not be included in Software Support services. Where NCT makes a new product available, the County may obtain such product from NCT pursuant to its regular purchasing practices. Upon purchasing the new product, the County already obtaining Software Support services may extend those Software Support services to the new product by paying an additional mutually agreed upon fee, at the then-current fees, for such new product Software Support services. All additional Software Support services will be provided pursuant to the terms hereof.
- b. Obsolete NCT Software. A version of a NCT Software will be deemed obsolete one hundred twenty (120) days following receipt by the County of a new update superseding the prior version of the NCT Software. NCT will not support obsolete versions of the NCT Software provided, however, that if installation of the new version requires the County to pay a new purchase price, the County may choose not to purchase the new version and shall receive support through the end of the current support agreement period. In no event, however, shall NCT be required to support an obsolete version of the NCT Software for more than twelve (12) months from the date of release of an Update superseding the prior version of the NCT Software.
- c. Misuse. NCT will not provide Software Support services with respect to problems with the NCT Software or other product which results from any negligent conduct or misuse by the County, its employees or agents, or any other third party or for any reason beyond NCT's control, including without limitation,
 - i. damage caused by accidents, relocation or other movement;
 - ii. neglect;
 - iii. a failure to maintain proper environmental conditions; or
 - iv. a failure to use the NCT Software in accordance with the applicable Documentation.

In addition to the specific examples identified above "misuse" shall also include any use of the product in violation of the requirements of the Software Acquisition and License Agreement.

- d. On Site Support. All Software Support services will be provided remotely via an online connection. Software Support services, including all diagnostic and remedial assistance at the County facilities or other remote locations is not included within the Software Support services provided hereunder. Such diagnostic and remedial assistance at the County facilities or other remote locations may be obtained by the County by purchasing separate consulting services from NCT at NCT's then-existing rates, plus expenses.
- e. Network. The County shall take full responsibility for all maintenance and support of any network linked to the CPU containing the Software.
- f. Reporting. The County shall keep an accurate event log showing the incident of trouble, the action taken by the County personnel with respect to the incident, as well as report of trouble by the County to NCT. Upon request by NCT, the County shall provide a report to NCT relating to the foregoing. NCT shall keep an accurate event log showing the incident of trouble, the action taken by NCT's personnel with respect to the incident, as well as a report by NCT to the County.
- g. No Expansion of Software Support Services. No action by NCT in the performance of Software Support services shall be deemed to expand the scope of Software Support services as defined herein.
- h. Exclusions. Software Support Services shall not include (a) support of accessories, alterations, and attachments, other devices or peripheral equipment (including without cabling not furnished by NCT), and (b) electrical work external to the Software in this Software Support Agreement.

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5. Disputes; Good Faith Negotiation. It is the expressed desire of both parties that a good faith effort be made to resolve all disputes prior to the resort to judicial proceedings. Accordingly, it is agreed that any dispute arising out of the terms of this Software Support Agreement shall be made in writing, describing each dispute in detail and include documentation sufficient to evidence the nature of the dispute. The writing shall be delivered to the other party at the address set forth in the Notices provision hereof. The party receiving the dispute shall respond in writing within thirty (30) days and shall provide documentation supporting its response. Following such delivery and response, the parties shall engage in direct, good faith negotiations for the following thirty (30) days in an effort to resolve all disputes. If the parties are unable to reach an agreement, and in the absence of a written agreement to extend the negotiation period, either party may seek judicial relief.
6. Events of Default. The following acts of commission or omission shall constitute an event of default hereunder and shall allow the non-defaulting Party to terminate this Software Support Agreement, where the default is not cured after 45 days (or for non-payment of funds due, 10 business days) of written notice following completion of required Dispute Resolution as described in paragraph 5, above.
 - a. any breach of the Software Acquisition and License Agreement;
 - b. any unlawful, unauthorized or fraudulent use of the NCT Software or the third party software;
 - c. any failure by the County to make payment in full under this Support Agreement when due;
 - d. any import of the County data into (or export of data from) the Software using any means not specifically provided for in the applicable Documentation or otherwise specifically authorized in writing by NCT; or
 - e. a breach of any other term hereof.

This Agreement shall terminate automatically upon the termination of the Software Acquisition and License Agreement. Payment of Software Support services is non-refundable.

7. Indemnification.
 - a. Any and all claims that arise, or may arise, on behalf of NCT, its agents or employees as a consequence of any act or omission on the part of NCT or its agents or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of the County. NCT shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including reasonable attorneys' fees which the County, its officers and employees may hereafter sustain, incur or be required to pay, from a third party claim to the extent arising out of or by reason of any negligent or willful act or admission of NCT, its agents, servants or employees in the execution, performance or failure to adequately perform NCT obligations pursuant to this Agreement. This shall include any and all copyright, trademark, patent or other intellectual real property claims, issues or matters arising out of NCT act or admission, whether it is negligent, willful or otherwise.

If any part of NCT's Software, materials or services is held or likely to be held to constitute an infringement or its use is likely to be enjoined, NCT will, at its own expense and option, either (i) obtain for Licensee the right to continue to use the Software, material or service(s), or (ii) replace or modify the affected Software, material or service(s) so that it is not infringing, (in which case Licensee will stop using any infringing version of the Software, material or service(s)), or (iii) if alternatives (i) or (ii) are not reasonably available, refund Licensee fees paid to NCT for the infringing portion of Software, material and service(s) and, after refunding such fees, NCT may terminate this Agreement without liability upon written notice to Licensee. Notwithstanding anything to the contrary, NCT assumes no liability for infringement claims arising from (i) the combination of Software materials or services provided by NCT with other software, materials or services not provided by NCT; (ii) any modifications to the Software,

SOFTWARE SUPPORT AGREEMENT

materials or services unless such modification was made by NCT; or (iii) use of the Software, materials or service not in accordance with the terms of this Agreement, including exhibits.

- b. Any and all claims that arise, or may arise, on behalf of the County, its agents or employees as a consequence of any act or omission on the part of the County or its agents or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of NCT. The County shall indemnify, hold harmless and defend NCT, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including reasonable attorneys' fees which NCT, its officers and employees may hereafter sustain, incur or be required to pay, from a third party claim to the extent arising out of or by reason of any negligent or willful act or admission of the County, its agents, servants or employees in the execution, performance or failure to adequately perform the County ties obligations pursuant to this Agreement. This shall include any and all copyright, trademark, patent or other intellectual real property claims, issues or matters arising out of the County act or admission, whether it is negligent, willful or otherwise.

8. Disclaimer of Warranties. Except as specified herein, NCT hereby disclaims all other representations, warranties, conditions and covenants with respect to Software Support services provided in association with the CaseWorks Software. This warranty shall immediately become null and void in its entirety in the event that Licensee fails to maintain or to use the Software in accordance with the applicable terms of use, or to notify NCT promptly in the event of any suspected defects or malfunctions and/or errors. NCT's sole obligation, and Licensee's sole and exclusive remedy for breach of the warranty set forth in this section, shall be, at NCT's election, for NCT to remedy such breach in a manner consistent with NCT's regular business practices or for NCT to refund a pro rata amount of fees. NCT does not warrant that the operation of the Software will be uninterrupted or error-free or that all deficiencies, errors, defects or nonconformities will be corrected. NCT does not warrant any hardware, third party software (including without limitation MS-SharePoint), updates/releases or Software Support services. UPDATES/RELEASES AND SOFTWARE SUPPORT SERVICES ARE PROVIDED 'AS IS.'

9. Limitation of Liability. Each party's liability for damages to the other party shall not exceed the party's insurance coverage, as identified in Exhibit 2. NCT will not be liable for any indirect, incidental, special or consequential damages or losses (including without limitation damage or loss of data, software, equipment or systems or downtime or business interruption). NCT will not be liable for damages due to any cause beyond NCT's reasonable control.

10. No Partnership or Agency Relationship. The relationship between NCT and the County shall not be that of partners or agents of one another or considered a joint venture, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them. Neither Party shall have the authority to assume or create any obligation on behalf of, in the name of, or binding upon the other Party.

11. No Third Party Beneficiary. The provisions of this Agreement are for the benefit only of the parties hereto, and it is not the intention nor shall any third party be allowed to enforce or benefit from any of the provisions hereof.

12. Successors and Assigns. This Support Agreement shall be binding upon and inure to the benefit of each Party's successors and permitted Assignees. This Support Agreement and the License granted herein shall not be assigned or transferred by either party without the prior written consent of the other party, except however NCT may assign this Agreement to an affiliate or successor in connection with a reorganization, merger, consolidation, acquisition, or other restructuring, whether via asset sale, by sale of stock or otherwise.

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13. Force Majeure. No failure or omission by either party to carry out or observe any of the terms and conditions of this Software Support Agreement shall give rise to any claim against the other party or be deemed to be a breach of this Software Support Agreement if such failure to omission arises, without limitation, due to act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of any government authority or third party, industrial disputes, fire, lightning, explosion, inclement weather, or other causes beyond the control of either party.

14. Governing Law; Jurisdiction. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota, excluding its conflict of laws rules. The Uniform Commercial Code will not apply. All proceedings related to this Agreement shall be venued in the County of Mille Lacs, State of Minnesota.

15. Amendment. This Agreement, together with all attachments and exhibits, may be amended, modified or changed only by written agreement signed by authorized representatives of both parties.

16. Headings. The titles in the headings of paragraphs are intended for organization and convenience only and do not apply in the interpretation of any of the Agreement terms.

17. Rule of Construction. The parties acknowledge that they have both participated fully in the drafting of this Software Support Agreement. Accordingly, no rule of construction requiring interpretation against a drafting party shall apply in the interpretation of this Software Support Agreement.

18. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Software Support Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Software Support Agreement. If any provision or part thereof of this Software Support Agreement is stricken in accordance hereof, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

19. Notices. Except as otherwise provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed given upon delivery if dispatched by (a) registered or certified mail, postage pre-paid, return receipt requested (b) by overnight courier or by hand delivery, or (c) by first class mail, facsimile, or other means of communication if receipt is acknowledged in writing by the other party. Notices shall be provided to the following named persons or their successors unless otherwise stated in this agreement or in a modification of this Agreement.

NCT

Vaughn Mulcrone
President/CEO
7700 Equitable Drive, Suite 200
Eden Prairie, MN 55344

COUNTY

Chuck Hurd, Director
Family Services
905 East Forest Avenue, Suite 150
Mora, MN 55051

20. Binding Effect. This Agreement shall be binding upon the parties, their affiliates, subsidiaries, successors and assigns, particularly any successor including any successor to NCT or successor governmental organizations authorized to provide the public safety functions currently provided by the County and any successors or assigns of such authority.

SOFTWARE SUPPORT AGREEMENT

21. No Waiver. Failure to enforce any provision of the Agreement by either party shall not constitute a waiver of that party's right to enforce that section, paragraph or portion of this Agreement.

22. Responsibility for Costs. Except as otherwise provided in this Agreement, each party shall pay all of its own fees and expenses incurred or to be incurred in negotiating this Agreement, in closing and carrying out the transactions contemplated by this Agreement, and in any litigation between the parties related to the enforcement of terms of this Agreement.

23. Representation of Authority. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Software Support Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms and that all approvals required to perfect such authority have been received

25. Entire Agreement. This Agreement, along with the Software Acquisition and License Agreement, as well as any other documents acknowledged by the Parties, in writing, to be applicable, contains the entire understanding of the parties with respect to the provision of Software Support services and supersedes all previous verbal and written agreements, representations or warranties of any kind made by or between the parties. If any conflict between these documents becomes apparent, the Software Acquisition and License Agreement shall be deemed to be the controlling document.

September 15, 2020

Chuck Hurd, Director
Family Services
905 East Forest Avenue, Suite 150
Mora, MN 55051

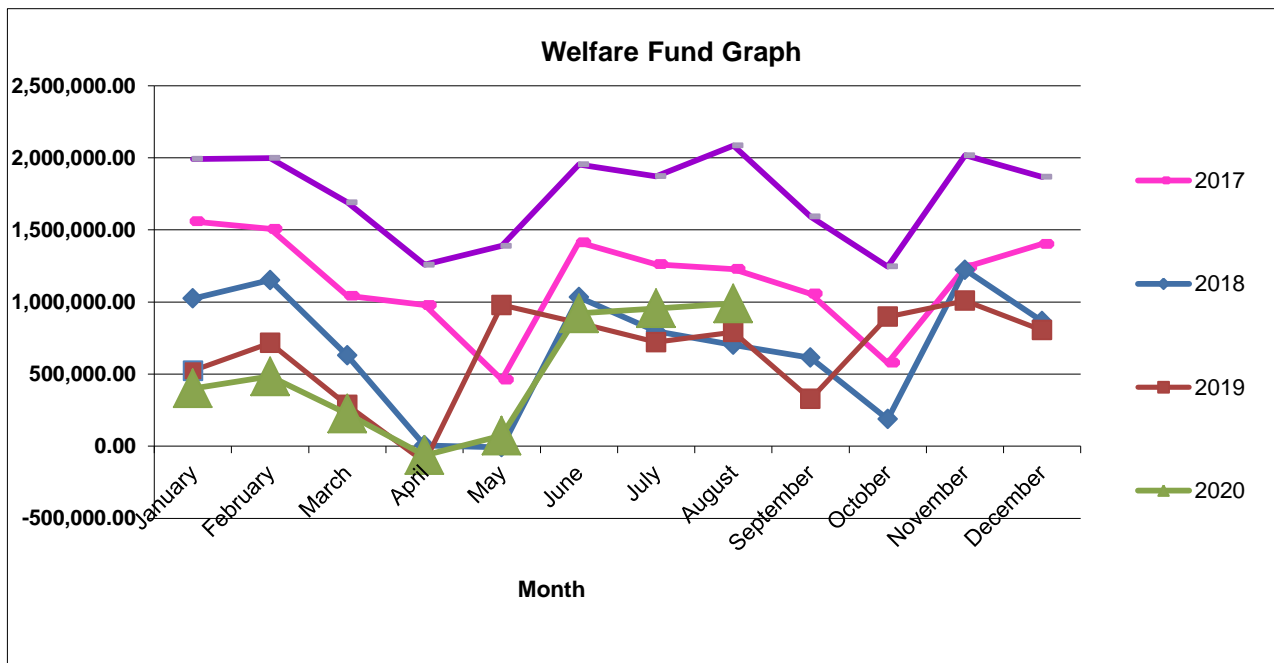
Purchase Agreement

Module Name: Description	
METS/Mnsure License	8,000
Cloud Central Module - Edition License - FSE	1500
Cloud Central Module - Edition License - CSE	1500
Cloud Central Module - Edition License - MSE	1500
Total Licensing	12,500

Software support will be charged at 30% of the licenses cost per year and includes the maintenance and support of all forms

This Purchase Agreement is valid for 30 days.

	2016	2017	2018	2019	2020
January	1,992,235.26	1,559,203.05	1,024,705.97	523,556.70	401,131.39
February	1,999,233.38	1,507,019.98	1,151,821.98	715,738.74	483,781.08
March	1,691,401.17	1,044,116.93	629,190.77	285,341.21	225,078.17
April	1,258,562.89	979,174.37	5,607.36	-109,902.43	-63,141.11
May	1,389,995.78	461,452.14	-7,853.46	979,247.26	73,382.15
June	1,954,116.59	1,413,892.29	1,032,778.15	855,820.47	920,867.09
July	1,872,392.93	1,262,151.35	796,820.09	721,467.48	955,700.06
August	2,084,847.14	1,228,621.03	703,093.77	791,435.79	990,235.56
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	3,987,034.39
Averages	1,747,179.65	1,144,641.51	685,614.37	650,069.41	498,379.30
6 month Avg.	1,780,101.80	1,128,473.23	731,853.61	758,505.15	517,020.32
Rolling 12 month Avg	1,747,179.65	1,144,641.51	685,614.37	650,069.41	585,430.17



Kanabec County Family Services - Board Financial Report							Through August 2020				
	Total year to date/			8.33%	16.67%	25.00%	33.33%	41.67%	50.00%	58.33%	66.67%
Department	Budget	% of budget	Total	January	February	March	April	May	June	July	August
Income Main. Service											
Exp	678,361.00	67.64%	458,812.47	89,896.92	49,122.48	48,665.01	52,559.30	49,299.20	49,151.98	68,988.71	51,128.87
Rev	385,517.00	58.57%	225,785.10	9,718.42	53,347.24	9,474.18	9,801.42	62,709.27	11,148.22	18,362.62	51,223.73
Tax	286,164.00	50.18%	143,590.55	4,066.08					139,524.47		
State Shared Rev			12,539.37							12,539.37	
Recoveries											
Exp	19,100.00	85.18%	16,268.51	5,464.15	968.70	0.00	1,551.27	0.00	0.00	5,518.16	2,766.23
Rev	19,100.00	95.30%	18,202.01	1,865.65	2,550.79	4,568.04	2,062.74	1,608.38	1,560.20	2,842.82	1,143.39
Tax	24,470.00	50.18%	12,278.52	347.69					11,930.83		
State Shared Rev			1,072.25							1,072.25	
Burials											
Exp	25,000.00	57.73%	14,431.50	1,749.82	0.00	0.00	0.00	1,838.50	8,983.18	1,860.00	0.00
Rev			0.00								
Tax			0.00								
Child Support											
Exp	365,059.00	65.18%	237,941.23	49,635.68	26,931.66	24,619.05	26,343.26	26,101.63	25,633.84	34,634.65	24,041.46
Rev	412,000.00	58.01%	238,980.72	32,039.05	35,019.41	17,860.35	18,015.79	58,202.02	16,596.84	29,851.06	31,396.20
Tax											
MA Services											
Exp	481,900.00	47.11%	227,003.66	36,097.18	23,224.65	23,885.59	36,589.54	33,119.81	19,414.02	30,291.65	24,381.22
Rev	418,000.00	57.17%	238,984.11	19,714.22	26,547.78	52,099.81	27,349.24	32,875.87	22,268.67	7,652.67	50,475.85
Tax	62,534.00	50.18%	31,378.46	888.55					30,489.91		
State Shared Rev			2,740.20							2,740.20	
Child Care											
Exp	245,206.00	29.76%	72,982.07	99.00	6,091.86	99.00	13,445.86	10,386.89	19,785.28	8,650.34	14,423.84
Rev	244,025.00	64.26%	156,820.96		103,623.00	1,028.00	610.00	682.96	26,259.00	613.00	24,005.00
Tax	1,133.00	50.17%	568.45	16.10					552.35		
State Shared Rev			49.64							49.64	
Fraud											
Exp	72,850.00	67.75%	49,354.07	7,755.07	5,485.23	5,977.98	5,905.60	5,410.17	5,267.42	7,894.67	5,657.93
Rev			0.00								
Tax	71,144.00	50.18%	35,698.68	1,010.89					34,687.79		
State Shared Rev			3,117.47							3,117.47	
Adult Services											
Exp	2,500.00	30.64%	765.90	127.65	183.15	49.95	77.70	38.85	99.90	66.60	122.10
Rev	3,280.00	231.90%	7,606.29	0.00	23.84	0.00	34.59	11.53	11.53	7,513.27	11.53
Tax											
Dev. Disability											
Exp	91,389.00	45.59%	41,664.15	5,924.95	6,981.37	6,403.47	4,515.08	4,133.61	4,148.38	5,240.02	4,317.27
Rev	68,790.00	57.86%	39,804.00	0.00	15,564.00	0.00	0.00	13,915.00	0.00	0.00	10,325.00
Tax	21,978.00	50.18%	11,027.93	312.28					10,715.65		
State Shared Rev			963.04							963.04	
Mental Health											
Exp	1,205,626.00	62.99%	759,452.64	110,948.23	88,805.55	103,823.55	94,434.79	84,620.21	84,431.75	109,951.21	82,437.35
Rev	665,494.00	76.79%	511,024.44	50,439.44	50,052.56	17,693.78	36,244.19	178,959.39	37,065.49	60,569.96	79,999.63
Tax	527,693.00	50.18%	264,784.15	7,497.94					257,286.21		
State Shared Rev			23,122.88							23,122.88	
Health Innovation Grant											
Exp	78,272.00	40.09%	31,382.07	8,261.46	5,826.28	5,826.51	6,883.99	4,583.83	0.00	0.00	0.00
Rev	78,272.00	46.19%	36,150.85	5,825.19	8,261.46	5,825.55	0.00	12,711.23	3,527.42	0.00	0.00
Tax											
Chemical Dependency											
Exp	52,000.00	162.89%	84,703.72	25,500.40	558.60	0.00	2,940.00	33,966.84	11,840.85	2,450.00	7,447.03
Rev	58,000.00	50.59%	29,342.01	2,257.33	9,341.95	947.78	0.00	8,376.49	0.00	2,557.46	5,861.00
Tax											
Child Services											
Exp	573,675.00	47.56%	272,857.41	21,241.76	34,256.76	45,386.20	25,513.15	26,508.10	50,562.50	25,199.79	44,189.15
Rev	268,212.00	81.09%	217,496.18	8,398.69	35,367.73	11,118.18	23,763.36	23,624.56	10,095.55	65,280.89	39,847.22
Tax	298,399.00	50.18%	149,729.80	4,239.92					145,489.88		
State Shared Rev			13,075.50							13,075.50	
Social Services											
Exp	1,236,792.00	67.69%	837,217.34	128,849.78	95,332.51	98,281.34	107,342.25	93,042.62	90,583.72	133,380.07	90,405.05
Rev	1,035,569.00	83.30%	862,617.01	34,832.74	120,203.42	55,113.41	45,608.06	146,575.94	66,543.12	270,560.36	123,179.96
Tax	196,214.00	50.18%	98,455.59	2,787.98					95,667.61		

State Shared Rev			8,597.86							8,597.86	
Income Main. Admin											
Exp	83,880.00	66.05%	55,403.95	9,343.86	6,229.40	6,118.30	6,409.91	6,104.05	6,045.91	8,915.00	6,237.52
Rev	52,372.00	60.08%	31,466.44	1,185.90	8,020.85	1,115.82	1,279.14	9,551.52	1,138.98	1,234.26	7,939.97
Tax	30,814.00	50.18%	15,461.85	437.84					15,024.01		
State Shared Rev			1,350.24							1,350.24	
ocial Services Admin.											
Exp	299,604.00	64.26%	192,528.76	31,020.27	22,961.43	21,348.69	22,242.62	23,182.71	21,449.03	30,305.06	20,018.95
Rev	65,000.00	64.82%	42,132.00	0.00	12,721.00	0.00	0.00	15,305.00	0.00	0.00	14,106.00
Tax	229,294.00	50.18%	115,054.34	3,258.01					111,796.33		
State Shared Rev			10,047.38							10,047.38	
FS Admin											
Exp	676,653.00	63.64%	430,605.62	73,657.18	44,903.62	48,573.17	49,882.93	49,539.09	59,487.18	63,033.63	41,528.82
Rev	148,488.00	54.64%	81,141.25	3,615.68	19,867.91	3,510.00	3,649.44	23,290.21	3,448.08	3,714.12	20,045.81
Tax	515,911.00	50.18%	258,872.27	7,330.53					251,541.74		
State Shared Rev			22,606.61							22,606.61	
Agency Totals											
Exp	6,187,867.00	61.14%	3,783,375.07	605,573.36	417,863.25	439,057.81	456,637.25	451,876.11	456,884.94	536,379.56	419,102.79
Rev	3,922,119.00	69.80%	2,737,553.37	169,892.31	500,512.94	180,354.90	168,417.97	588,399.37	199,663.1	470,752.49	459,560.29
Tax	2,265,748.00	50.18%	1,136,900.59	32,193.81	0.00	0.00	0.00	0.00	1,104,706.78	0.00	0.00
State Shared Rev			99,282.44							99,282.44	
Total Revenue	6,187,867.00	64.22%	3,874,453.96	202,086.12	500,512.94	180,354.90	168,417.97	588,399.37	1,304,369.88	570,034.93	459,560.29

Board Approval Report

SSIS pymt. batch #: 108905567

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
CENTRAL MINNESOTA JOBS & TRAINING, 000015800	1		15,471.39
Svc Description	Svc Code	Payments	Amount
Statewide MFIP Employment Services	237	1	15,471.39
Community Living Options, 000011478	3		700.28
Svc Description	Svc Code	Payments	Amount
Semi-Independent Living Services (SILS)	534	3	700.28
Family Pathways, 000012298	14		1,820.00
Svc Description	Svc Code	Payments	Amount
Family-Based Counseling Services	162	14	1,820.00
Ignaszewski/Karissa, 000012959	1		10,710.00
Svc Description	Svc Code	Payments	Amount
Adult Outpatient Psychotherapy	452	1	10,710.00
Little Sand Group Homes, 000013715	1		7,746.90
Svc Description	Svc Code	Payments	Amount
Children's Group Residential Care	183	1	7,746.90
Lutheran Social Services of Minnesota, 000013783	1		83.25
Svc Description	Svc Code	Payments	Amount
Guardianship/Conservatorship	695	1	83.25
MN DHS-SOS, 000011816	7		12,556.86
Svc Description	Svc Code	Payments	Amount
State-Operated Inpatient	472	7	12,556.86
North Homes Inc., 000015171	1		4,703.32
Svc Description	Svc Code	Payments	Amount
Children's Group Residential Care	183	1	4,703.32
Options Residential, 000015334	1		1,315.64
Svc Description	Svc Code	Payments	Amount
Child Family Foster Care	181	1	1,315.64
PHASE, Inc., 000015579	2		1,044.94
Svc Description	Svc Code	Payments	Amount
Day Training and Habilitation	566	1	628.94
Transportation	516	1	416.00
Richardson MD/Paul T, 000016136	1		5,000.00
Svc Description	Svc Code	Payments	Amount
Adult Outpatient Psychotherapy	452	1	5,000.00
RSI, 000016246	2		494.60
Svc Description	Svc Code	Payments	Amount
Semi-Independent Living Services (SILS)	534	2	494.60
Steps of Success, 000016736	1		4,928.07
Svc Description	Svc Code	Payments	Amount
Children's Group Residential Care	183	1	4,928.07

Board Approval Report

Paid Cnty Vendor				Total Payments	Total Amount
TSA - 2 INC., 000017101				2	913.78
Svc Description	Svc Code	Payments	Amount		
Health-Related Services	118	2	913.78		
Volunteers Of America, 000017460				4	2,187.25
Svc Description	Svc Code	Payments	Amount		
Semi-Independent Living Services (SILS)	534	4	2,187.25		
Walinski/Linda R.N. M.A. L.P., 000017529				2	756.62
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	2	756.62		
Report Totals:				47	80,672.18

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

Signature

Title

Date

Vendor Name	Amount
Akkerman Ingebrand (GA Burial)	\$ 1,887.50
Health Insurance Reimbursement	\$ 144.60
Jen Anderson	\$ 359.45
Health Insurance Reimbursement	\$ 180.46
Health Insurance Reimbursement	\$ 144.60
Health Insurance Reimbursement	\$ 144.60
Card Services	\$ 93.16
Health Insurance Reimbursement	\$ 144.60
Medical Mileage	\$ 118.38
Health Insurance Reimbursement	\$ 144.60
Crow Wing County Sheriffs (CS Paperwork)	\$ 75.00
Health Insurance Reimbursement	\$ 144.60
DHS	\$ 5,911.75
Medical Mileage	\$ 207.96
Health Insurance Reimbursement	\$ 144.60
Health Insurance Reimbursement	\$ 144.60
Medical Mileage	\$ 59.84
Health Insurance Reimbursement	\$ 144.60
Health Insurance Reimbursement	\$ 144.60
Health Insurance Reimbursement	\$ 234.88
Health Insurance Reimbursement	\$ 156.80
Health Insurance Reimbursement	\$ 144.60
Katie Heacock	\$ 40.25
Medical Mileage	\$ 11.44
Health Insurance Reimbursement	\$ 144.60
Linda Hosley	\$ 302.46
Innovative Office Solutions	\$ 426.25
Health Insurance Reimbursement	\$ 291.76
Health Insurance Reimbursement	\$ 144.60
Health Insurance Reimbursement	\$ 389.12
Kanabec County Attorney	\$ 6,595.20
Kanabec County Lcts.	\$ 18,431.00
Kanabec County Aud Treas	\$ 6,194.75
Kanabec County Comm Health	\$ 31,441.72
Health Insurance Reimbursement	\$ 144.60
Health Insurance Reimbursement	\$ 144.60
Medical Mileage	\$ 233.63
Patricia Kruse	\$ 11.50
Kari Lindstrom	\$ 160.43
Danielle Linkert	\$ 59.23
MARCO Technologies	\$ 653.51
Health Insurance Reimbursement	\$ 144.60
Kelly Mitchell	\$ 66.70
Health Insurance Reimbursement	\$ 144.60
Health Insurance Reimbursement	\$ 197.38
Health Insurance Reimbursement	\$ 144.60
Health Insurance Reimbursement	\$ 144.60
Health Insurance Reimbursement	\$ 144.60
Health Insurance Reimbursement	\$ 144.60
Medical Mileage	\$ 24.72

Medical Mileage	\$	61.55	
Health Insurance Reimbursement	\$	675.03	
Premier Biotech Labs LLC	\$	415.45	
Medical Mileage	\$	89.18	
Health Insurance Reimbursement	\$	308.64	
Health Insurance Reimbursement	\$	144.60	
Health Insurance Reimbursement	\$	144.60	
Medical Mileage	\$	32.37	
Health Insurance Reimbursement	\$	144.60	
Health Insurance Reimbursement	\$	120.56	
Health Insurance Reimbursement	\$	144.60	
Health Insurance Reimbursement	\$	93.60	
Health Insurance Reimbursement	\$	144.60	
Teen Focus Recovery	\$	935.53	
Health Insurance Reimbursement	\$	306.28	
Timber Trails	\$	5,931.98	
Health Insurance Reimbursement	\$	144.60	
Medical Mileage	\$	29.70	
Pam Vojvodich	\$	2.30	
Katie Vork	\$	186.30	
Health Insurance Reimbursement	\$	144.60	
Health Insurance Reimbursement	\$	462.22	
Health Insurance Reimbursement	\$	292.42	
Health Insurance Reimbursement	\$	292.42	
Health Insurance Reimbursement	\$	542.42	
Sharon Wright	\$	159.28	
Health Insurance Reimbursement	\$	578.28	
Health Insurance Reimbursement	\$	410.52	
Health Insurance Reimbursement	\$	872.32	
Medical Mileage	\$	163.68	
TOTAL IFS DOLLARS	\$	91,971.66	81 Total IFS Vendors
TOTAL SSIS DOLLARS	\$	80,672.18	18 Total SSIS Vendors
GRAND TOTAL	\$	172,643.84	99 Total Vendors

9:35am Appointment

September 15, 2020

REQUEST FOR BOARD ACTION

a. Subject: Dan Voce, Mora Schools Superintendent Introduction	b. Origination: Superintendent Voce
c. Estimated time: 10 minutes	d. Presenter(s):

e. Board action requested:

f. Background:

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

9:45am Appointment

September 15, 2020

REQUEST FOR BOARD ACTION

a. Subject: Request to Fill Upcoming Vacancy	b. Originating Department/Organization/Person: Attorney
c. Estimated time: 5 Minutes	d. Presenter(s): Barb McFadden

e. Board action requested:

Resolution #__ – 9/15/20

WHEREAS there is a vacancy in the position of a Legal Secretary/Paralegal, and

WHEREAS the board desires to refill this vacant position;

BE IT RESOLVED that the County Board authorizes the County Attorney and the County Personnel Director to hire a Full Time Legal Secretary/Paralegal to fill the position at Step A, Range 8 of the pay plan which is \$18.79 per hour or the rate set by internal promotion, and

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

f. Background:

Supporting Documents: None ☒ Attached:

Date Received in County Coordinator's Office:	9/10/20
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Coordinators Comments:

9:50am Appointment

September 15, 2020

REQUEST FOR BOARD ACTION

a. Subject: Request to Fill Vacancy	b. Originating Department/Organization/Person: Assessor
c. Estimated time: 5 Minutes	d. Presenter(s): Tina Von Eschen

e. Board action requested:

Resolution #__ – 9/15/20

WHEREAS there is a vacancy in the position of a Assessor Clerk II, and

WHEREAS the board desires to refill this vacant position;

BE IT RESOLVED that the County Board authorizes the County Assessor and the County Personnel Director to hire a Part Time Assessor Clerk II (under 30 hours a week) to fill the position at Step A, Range 6 of the pay plan which is \$16.72 per hour or the rate set by internal promotion.

f. Background:

Supporting Documents: None ☒ **Attached:**

Date Received in County Coordinator's Office:	9/10/20
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Coordinators Comments:

9:55am Appointment

September 15, 2020

REQUEST FOR BOARD ACTION

a. Subject: Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster	b. Origination: President Trump and Secretary of the Treasury
c. Estimated time: 10 minutes	d. Presenter(s): Denise Snyder, Auditor Treasurer; Kim Christenson, HR Specialist; Kris McNally, Coordinator

e. Board action requested:

U.S. Treasury guidance has been released on an Executive Memorandum that would allow employers to defer withholding the employee's share of social security taxes between September 1- December 31, 2020 to be paid back in early 2021, which would feel like a 6.2% raise to most (eligible) employees, however there has been much analysis since the [IRS Notice 2020-65](#) was issued giving guidance to deferring employee's share of Social Security withholdings.

The concerns are:

- The employer is clearly responsible for remitting the amounts that were deferred
- It is up to the employer to withhold the deferrals in early 2021
- The early 2021 recoupment will have the effect to the employee of a double withholding, which could be hard on the employee to afford
- There is no guarantee the employee will continue employment in early 2021 for have the recouped withholdings made, leaving the employer on the hook to afford the payments
- This is a lot of payroll programming, in a quick turnaround time, for a limited number of weeks, of a small benefit, that is temporary, and must be repaid.

Consensus among counties in MN, and across the country, is to NOT opt to implement the deferral. The Kanabec County Auditor Treasurer, HR Specialist and Coordinator concur and ask the Board's permission to not implement this deferral at this time.

f. Background:

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

10:05am Appointment

September 15, 2020

REQUEST FOR BOARD ACTION

a. Subject: Auditor Treasurer Office Succession Planning	b. Origination: Auditor Treasurer Office
c. Estimated time: 15 minutes	d. Presenter(s): Denise Snyder, Auditor Treasurer;

e. Board action requested:

Revisit the logistics of the succession plan presented to the Board earlier in 2020.

f. Background:

Supporting Documents: None ☒

Attached:

Date received in County Coordinators Office:

Coordinators Comments:

10:15am Appointment

Item a.

September 15, 2020

REQUEST FOR BOARD ACTION

a. Subject: Request to fill a vacancy at an advanced step with a highly qualified candidate	b. Originating Department/Organization/Person: Sheriff
c. Estimated time: 5 Minutes	d. Presenter(s): Brian Smith

e. Board action requested:

Resolution #__ – 9/15/20

WHEREAS there is a vacancy in the position of a Correctional Officer/Dispatcher, and

WHEREAS the PSAP Manager/Emergency Management Director and the County Sheriff have conducted interviews and has found a candidate with 911 dispatching experience;

WHEREAS the County Sheriff would like to extend an offer to this applicant that is above the starting pay level;

BE IT RESOLVED to approve hiring a highly qualified, experienced Correctional Officer/Dispatcher applicant at Range 9, up to Step D of the pay plan.

f. Background:

Supporting Documents: None ☒ Attached:

Date Received in County Coordinator's Office:	9/10/20
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Coordinators Comments:

10:15am Appointment

Item c.

September 15, 2020

REQUEST FOR BOARD ACTION

a. Subject: 2021 TZD Enforcement Grant	b. Origination: Sheriff's Office
c. Estimated time: 5 min	d. Presenter(s): Brian Smith

e. Board action requested:

Approve the following resolution:

Resolution #__ - 9/15/20

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

BE IT RESOLVED that Kanabec County Sheriff's Office enter into a grant agreement with the Minnesota Department of Public Safety, for traffic safety enforcement projects during the period from October 1, 2020 through September 30, 2021.

BE IT FURTHER RESOLVED that the Kanabec County Sheriff is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of Kanabec County and to be the fiscal agent and administer the grant.

f. Background:

The Toward Zero Death program is a joint public safety venture focused on reducing traffic fatalities in the State of Minnesota. It provides funding for extra traffic enforcement focusing on impaired driving, seat belt use and inattentive driving.

Supporting Documents: None Attached: ☒

Date Received in County Coordinator's Office:	9/10/20
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Coordinators Comments:

Kanabec County Sheriff's Office

Impaired Driving Enforcement	\$	12,000.00
Seat Belt Enforcement	\$	4,350.00
Speed Enforcement	\$	2,100.00
Distracted Enforcement	\$	2,175.00
Move Over Enforcement	\$	350.00
Pedestrian	\$	-
Total Overtime Enforcement Funding	\$	20,975.00

	DWI	Other	Total
Dispatch:	\$ -	\$ -	\$ -
Administration:	\$ -	\$ -	\$ -
Corrections Assistance:	\$ -		\$ -
Subtotal for Dispatch and Admin			\$ -

Total Grant Award **\$ 20,975.00**

10:15am Appointment

Item d.

September 15, 2020

REQUEST FOR BOARD ACTION

a. Subject: Quarterly Report	b. Origination: Sheriff's Office
c. Estimated time: 5 min	d. Presenter(s): Brian Smith

e. Board action requested:

f. Background:

Supporting Documents: None **Attached:** ☒

Date Received in County Coordinator's Office:	9/11/20
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Coordinators Comments:



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	JAN			FEB			MAR			APR			MAY			JUN			JUL			AUG			SEP			OCT			NOV			DEC		
	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-			
911 Hang-ups, Abandoned, & C	0	0	0	0	0	0	0	0	0	34	41	21	51	59	16	50	80	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Agency Assist	0	0	0	0	0	0	0	0	0	34	16	-53	35	21	-40	32	35	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Airplane - All incidents	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Alarms All (Home, Business, Bi	0	0	0	0	0	0	0	0	0	23	14	-39	13	16	23	13	25	92	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Alcohol Compliance Checks	0	0	0	0	0	0	0	0	0	0	0	0	22	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Animal-All Other	0	0	0	0	0	0	0	0	0	41	32	-22	48	46	-4	39	37	-5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Animal Bites	0	0	0	0	0	0	0	0	0	1	0	-100	1	3	200	2	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Animal Neglect	0	0	0	0	0	0	0	0	0	2	0	-100	3	1	-67	2	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
County Dog Ordinance Violatio	0	0	0	0	0	0	0	0	0	4	1	-75	4	1	-75	2	1	-50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Assault - All	0	0	0	0	0	0	0	0	0	4	10	150	1	6	500	6	4	-33	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
ATV Complaints - All including	0	0	0	0	0	0	0	0	0	2	13	550	6	11	83	6	4	-33	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Bicycle Calls	0	0	0	0	0	0	0	0	0	0	1	0	2	0	-100	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Boat and Water all calls includi	0	0	0	0	0	0	0	0	0	0	12	0	10	1	-90	16	7	-56	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Building Security Checks	0	0	0	0	0	0	0	0	0	0	7	0	0	7	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Burglary all calls	0	0	0	0	0	0	0	0	0	5	12	140	10	3	-70	9	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
City of Mora ordinance violatio	0	0	0	0	0	0	0	0	0	3	1	-67	2	3	50	5	2	-60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Civil Assist calls	0	0	0	0	0	0	0	0	0	30	28	-7	30	26	-13	29	39	34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Civil Process calls including pag	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1	-50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
County Ordinance Violation	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Criminal Sexual conduct calls	0	0	0	0	0	0	0	0	0	2	2	0	5	1	-80	2	1	-50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Child Custody calls	0	0	0	0	0	0	0	0	0	12	8	-33	8	3	-63	4	10	150	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Damage to Property calls includi	0	0	0	0	0	0	0	0	0	9	19	111	16	14	-13	13	15	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Sudden Deaths and Bodies fou	0	0	0	0	0	0	0	0	0	1	2	100	3	1	-67	1	2	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Disorderly Conduct calls	0	0	0	0	0	0	0	0	0	6	4	-33	4	8	100	3	13	333	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
DNR calls including Fish/Game,	0	0	0	0	0	0	0	0	0	0	2	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			



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	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-			
Domestic Disturbance/Assaults	0	0	0	0	0	0	0	0	0	16	9	-44	13	19	46	15	5	-67	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Drug calls - All	0	0	0	0	0	0	0	0	0	4	7	75	4	3	-25	4	1	-75	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Escorts - including Funerals, Ri	0	0	0	0	0	0	0	0	0	6	2	-67	5	1	-80	5	2	-60	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Explosions all calls	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Fires- Deputy Only or Outside I	0	0	0	0	0	0	0	0	0	13	12	-8	7	7	0	14	7	-50	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Fire- Pages DNR Fire	0	0	0	0	0	0	0	0	0	2	3	50	0	2	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Fire- Pages Mora Area Fire	0	0	0	0	0	0	0	0	0	6	7	17	3	3	0	8	5	-38	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Fire- Pages Ogilvie Fire	0	0	0	0	0	0	0	0	0	2	4	100	1	4	300	3	2	-33	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Foot Patrol	0	0	0	0	0	0	0	0	0	19	1	-95	13	12	-8	15	13	-13	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Forgery	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Found - All calls including anim	0	0	0	0	0	0	0	0	0	2	12	500	6	7	17	2	14	600	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Fraud	0	0	0	0	0	0	0	0	0	6	5	-17	8	7	-13	7	8	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Garbage Dumping complaints	0	0	0	0	0	0	0	0	0	4	7	75	7	6	-14	6	4	-33	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Harassing communications call	0	0	0	0	0	0	0	0	0	9	5	-44	6	11	83	7	9	29	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Hazardous Materials Calls - all	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Health and Safety	0	0	0	0	0	0	0	0	0	7	2	-71	9	4	-56	3	8	167	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Secure Helipad	0	0	0	0	0	0	0	0	0	7	14	100	11	11	0	13	14	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Hospice Deaths	0	0	0	0	0	0	0	0	0	3	6	100	2	4	100	4	6	50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Information and misc calls	0	0	0	0	0	0	0	0	0	48	55	15	51	41	-20	50	45	-10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Jail Incidents - Non Criminal	0	0	0	0	0	0	0	0	0	1	0	-100	1	0	-100	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Jail Medical	0	0	0	0	0	0	0	0	0	1	0	-100	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Jail-All OTHER (non-criminal)	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Juvenile Alcohol complaints	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Juvenile Drug complaints	0	0	0	0	0	0	0	0	0	0	0	0	2	0	-100	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Juvenile calls excluding tobacc	0	0	0	0	0	0	0	0	0	11	18	64	12	12	0	11	17	55	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			



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	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-			
Juvenile Tobacco complaints	0	0	0	0	0	0	0	0	0	4	0	-100	1	0	-100	2	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Abduction / Kidnapping	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
All Lost calls including animals,	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Maltreatment	0	0	0	0	0	0	0	0	0	28	22	-21	27	19	-30	32	18	-44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Medical Emergency	0	0	0	0	0	0	0	0	0	106	84	-21	108	86	-20	112	108	-4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Medical - Drug Overdoses	0	0	0	0	0	0	0	0	0	1	0	-100	1	1	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Meetings and Presentations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Missing Person(s)	0	0	0	0	0	0	0	0	0	3	3	0	6	2	-67	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Motorist Assist calls	0	0	0	0	0	0	0	0	0	12	5	-58	10	6	-40	12	15	25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Neighborhood Disputes	0	0	0	0	0	0	0	0	0	5	10	100	5	3	-40	6	5	-17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Noise complaints including loud	0	0	0	0	0	0	0	0	0	7	12	71	6	16	167	7	13	86	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Parking Violations	0	0	0	0	0	0	0	0	0	0	1	0	0	2	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Permit (Fireworks, Event, Othe	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
All Predatory Offender calls inc	0	0	0	0	0	0	0	0	0	85	2	-98	23	3	-87	17	17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
All Public assist calls	0	0	0	0	0	0	0	0	0	24	24	0	37	14	-62	19	18	-5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Records checks including empl	0	0	0	0	0	0	0	0	0	10	4	-60	8	4	-50	8	3	-63	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Recovered goods including prop	0	0	0	0	0	0	0	0	0	0	1	0	0	2	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Road hazards	0	0	0	0	0	0	0	0	0	12	12	0	8	1	-88	13	15	15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Scams - All	0	0	0	0	0	0	0	0	0	11	5	-55	13	5	-62	14	11	-21	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Search Warrants	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Shooting complaints	0	0	0	0	0	0	0	0	0	0	4	0	4	2	-50	3	9	200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Shoplifting complaints	0	0	0	0	0	0	0	0	0	0	2	0	1	0	-100	1	3	200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Stolen Property calls - all	0	0	0	0	0	0	0	0	0	3	6	100	2	1	-50	3	4	33	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Stop arm violations	0	0	0	0	0	0	0	0	0	2	0	-100	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Sudden Deaths and Bodies fou	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1	-50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	



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	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-			
Suicide-Death	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Suicide threats-attempts	0	0	0	0	0	0	0	0	0	13	7	-46	15	6	-60	7	6	-14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Suspicious calls including persc	0	0	0	0	0	0	0	0	0	85	77	-9	60	100	67	83	67	-19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Theft calls - all not including m	0	0	0	0	0	0	0	0	0	32	38	19	26	41	58	29	22	-24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
All Threat calls	0	0	0	0	0	0	0	0	0	3	10	233	11	12	9	11	5	-55	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Tobacco compliance checks.	0	0	0	0	0	0	0	0	0	0	0	0	15	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Traffic / Driving complaints	0	0	0	0	0	0	0	0	0	38	21	-45	28	40	43	41	50	22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Traffic Accidents including all p	0	0	0	0	0	0	0	0	0	12	11	-8	16	6	-63	21	17	-19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Traffic violations all including ci	0	0	0	0	0	0	0	0	0	187	9	-95	187	26	-86	157	41	-74	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Transport all (jail) except medi	0	0	0	0	0	0	0	0	0	27	1	-96	26	5	-81	28	6	-79	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Trespassing complaints	0	0	0	0	0	0	0	0	0	2	8	300	6	4	-33	7	3	-57	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
TZD -All Towards Zero Death s	0	0	0	0	0	0	0	0	0	29	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Unwanted person non criminal	0	0	0	0	0	0	0	0	0	20	10	-50	9	14	56	7	13	86	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Vandalism calls all except maill	0	0	0	0	0	0	0	0	0	1	1	0	0	2	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Vehicle theft all including moto	0	0	0	0	0	0	0	0	0	1	1	0	0	5	0	2	4	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Violation of Court orders all inc	0	0	0	0	0	0	0	0	0	12	9	-25	5	3	-40	8	6	-25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Vehicle off Road/Vehicle in Dite	0	0	0	0	0	0	0	0	0	3	5	67	5	5	0	1	8	700	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Salvation Army	0	0	0	0	0	0	0	0	0	1	0	-100	2	0	-100	2	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Warrant entry and arrests	0	0	0	0	0	0	0	0	0	16	0	-100	19	0	-100	18	4	-78	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Weather - Monthly Test	0	0	0	0	0	0	0	0	0	0	3	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Weather - Severe Storm Warni	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Welfare checks	0	0	0	0	0	0	0	0	0	24	27	13	23	28	22	27	26	-4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
	0	0	0	0	0	0	0	0	0	1203	830	-31	1153	855	-26	1115	984	-12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			

10:45am Appointment

September 15, 2020

REQUEST FOR BOARD ACTION

a. Subject: Rum River 1 Watershed 1 Plan Implementation Organizational Arrangement Options	b. Origination: Commissioner McNally
c. Estimated time: 30 minutes	d. Presenter(s): Jason Weinerman, Board of Water & Soil Resources State Agency (BWSR)

e. Board action requested:

f. Background:

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

Implementation Organizational Arrangement Options

For Rum River 1W1P Policy Committee

The information below is a summary of information from the [MN Counties Intergovernmental Trust](#) and [MN Board of Water and Soil Resources](#). Compiled by Jamie Schurbon of the Anoka Conservation District.

Decision Needed:

At the conclusion of 1W1P planning, the State requires that the partners have some formal arrangement for implementing the plan. This arrangement provides structure for deciding how the group will use Watershed Based Implementation Funding (non-competitive State grants). There will be approx. \$1M every two years in State dollars for 1W1P implementation.

Timeline for Decision:

May-Aug 2020

Learn the options. Get your governing boards up to speed.
Recommendation: Policy Committee member and your staff Steering Committee member present it together to your board.

Aug-Sept 2020

Policy Committee selects a favored option.

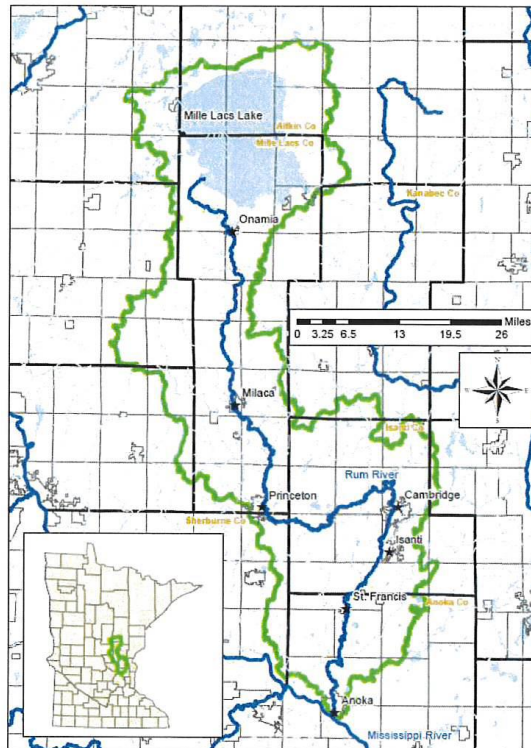
Oct-Nov 2020

Legal review and fine tuning.

Dec-Feb 2021

Governing board approvals

Rum River Watershed



Summary of Options:

1. Memorandum of Agreement

Description

- Formal and outward commitment to work together.
- Being used for 1W1P planning.
- A document titled an MOA but citing MN Statute 471.59 is really a joint powers agreement (option 2 or 3).

Pros:

- Simple for cooperative planning.

Cons:

- Not legally enforceable. Not recommended by BWSR for this reason.
- Partnership cannot directly receive grant funds, placing all risk with the grant agreement holder(s).

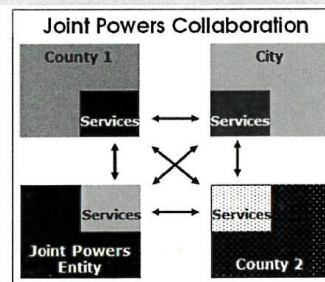
Who's using this:

- I'm not aware of any other 1W1P's in MN using this.

2. Joint Powers Collaboration (JPC)

Description

- Agreement to jointly deliver a service or product.
- Legally binding.
- Does not create a new entity. The collaboration cannot enter into any contracts.
- Any board or committee formed acts solely in an advisory capacity to the forming member boards. Member entities (counties, SWCDs, etc) maintain autonomous decision making.
- Funds are obtained and expended by participating governmental units each separately.
- Duties of administration, managing projects or other tasks can be contracted out to member entities.



Pros:

- No additional layer of government. The collaborative does still meet to do work.
- Participants' governing bodies maintain autonomous decision-making authority.
- One statutory liability limit.
- Possibly less administrative cost.

Cons:

- Participants may share liability. Every collaborative participant can be liable for the actions of the group. If sued, one statutory liability applies to the group, which is far better than in option 1 where each participant may be liable up to its legal limit. It is possible to allocate liability percentages amongst participants in the agreement, such as based on land area.
- Decision making can be slower because of the number of separate boards all needing to make decisions.
- There usually needs to be a voting structure that allows for decisions that are not unanimous.
- Programs would need to have one lead partner that accepts the funds and manages the project. This includes programs spanning multiple jurisdictions. It is possible to have subcontracts with other entities that pass the liability as appropriate.

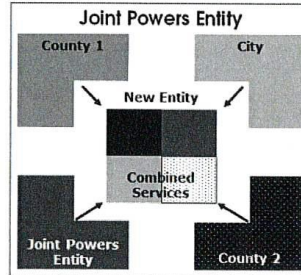
Who's using this:

- At least six other 1W1Ps. Most 1W1Ps in MN, including Lake Superior North 1W1P (4 participants), North Fork Crow River 1W1P (14 participants), Red Lake River (7 participants), Root River 1W1P (13 participants), Yellow Medicine 1W1P (10 participants) and Lower St. Croix 1W1P (17 participants).
- While groups using this option have wanted to minimize administration, many seem to be finding that they still need someone, likely one of the partners, paid to coordinate the collaborative.

3. Joint Powers Entity (JPE)

Description

- Creates a new entity with authorities imbued upon it by its members. As such, a JPE can never have more authority or jurisdictional purview than that which all of its members can give it. So a JPE in this case could not have taxing or land use planning authority because that is not common to all participants. In practice, JPEs authorities are often much less than its members.
- The JPE board has autonomous decision-making authority and can enter into contracts.
- The new entity must purchase its own insurance, have its own bank account, undergo financial audits, and has liability apart from the member parties.
- Duties of administration, managing projects or other tasks can be contracted out to member entities.



Pros:

- New entity's authorities can be limited in the agreement to only those that the partnership chooses. Often, the limits are very strict, including a prohibition of regulation, taxation, etc.
- Liability apart from the participants helps to insulate individual members from liability while undertaking joint endeavors. In this way, it is analogous to a "shell company" that shields the participants from liability. It does not, however, protect participants from liability for their independent actions.
- Simplified decision-making by a new autonomous board. All participants have a representative vote in decision-making, but those decisions don't go back to full boards of the participating entities.
- Possible to have a single grant agreement between the state and the JPE covering many projects over many jurisdictions. If the new entity receives a grant covering multiple projects, it can shift funds amongst programs to balance any unforeseen costs on one project with lower than expected expenditures on another.
- Grant match could be met by the group collectively. Excessive match by one partner could reduce match needed from others.
- Any equipment purchased might be shared amongst participants.

Cons:

- New entity is formed even if its authorities are limited.
- Costs of insurance and administration for the new entity. Cost may need to be split among participants.
- Need to decide the voting leverage that Questions about whether all participants get equal votes (for example, those with small and large land areas in the watershed)?

Who's using this:

- Cannon River 1W1P.

Options Presented as a Continuum

Option 1: Memorandum of Agreement – Excluded from below because the partnership will be dealing with public dollars and this agreement type is not legally enforceable, and therefore not recommended.

Agreement Type

Option 2: Joint Powers Collaboration

Option 3: Joint Powers Entity

Speed of Decision-Making

Slowest	Medium	Fastest
Governing boards of each entity make decisions, which are then somehow pooled into a group decision	Participants vote on behalf of, and in consultation with, their governing boards	Autonomous board with reps from each participant

Autonomy of the Collaborative's Board

No autonomy	Medium	Autonomous
Decisions made by governing boards	Participants vote on behalf of their governing boards	Board with decision-making authority with reps from each

Liability to Participating Entities

Highest	Medium	Lowest
Every participant can be liable for the collaborative's actions	Agreement allocates liability based on land area, involvement, etc	New entity insulates participants from individual liability

Who can Receive Watershed Based Implementation Funding Grants

Individual participants only.	The Collaborative or individual participants.
Any projects with multiple collaborators must one lead who accepts grantee liabilities	Facilitates projects across multiple jurisdictions. and allows shifting funds amongst projects as needed

Trust needed

Least	Medium	Most
Every decision must go back to your county board, SWCD board, etc. Could require unanimous decisions	Voting structure might allow dissent, but an action passes when most governing boards approve	Trust the new entity, with your rep, will act in your and the group's interest

Administration and Insurance Costs

Lowest	Medium	Highest
No separate insurance or bank account. Project planning coordination remains significant	Collaborative project coordination is significant in most any option	Insurance and bank account for new entity. Collaborative project coordination

Example Decision-Making Processes

For simplicity, we're assuming State Watershed Based Implementation Funding (WBIF) is the funding source.

Example candidate projects:

- Install retrofits in City A to treat stormwater that otherwise drains to the Rum River untreated.
- Hire an agricultural outreach specialist to encourage agricultural practices in multiple counties.
- Implement aquatic invasive species prevention plans at lakes watershed-wide.
- Fix a particular riverbank erosion problem.

Step	Description	Applicable to Joint Powers Collaboration	Applicable to Joint Powers Entity
1	Projects/programs must be in the 1W1P or other eligible plan to make the project eligible for State Watershed Based Implementation Funding (WBIF).	Yes	Yes
2	Steering Committee creates a work plan of recommended projects each biennium. Steering Committee is staff of entities that are party to the agreement.	Yes	Yes
3	Willing grant recipient is identified for each project. It will be one of the participating entities who wishes to manage the project and willing to accept the liability. There can also a separate fiscal agent named.	Yes. The collaboration can't be the recipient.	Yes. The JPE can be the recipient in which case it may subcontract with member entities to perform grant management.
4	Steering Committee recommends the project package to the Policy Committee for funding this round.	Yes	Yes – Policy Committee makes final decision.
5a	Policy Committee makes final decision on funding package. Consultation with governing boards may occur. A voting structure will be specified in the joint powers agreement.	No	Yes
5b	Policy Committee recommends the project to the governing bodies. That decision is likely made by voting or consensus. The voting structure might give some parties more voting power than others based on land area or other considerations, or may not.	Yes	No
6	Every governing body considers approving the project. Each Policy and Steering Committee member is the liaison to their governing board. The JPC agreement should specify how many governing boards need to approve the project in order for it to be approved, and what to do about those who don't act.	Yes	No

Kris McNally

From: deanna@kanabecswcd.org
Sent: Friday, August 28, 2020 11:11 AM
To: Kris McNally
Cc: Teresa Wickeham
Subject: 9/15 agenda request
Attachments: Comparison implementation organizational arrangements_v3 Rum 072420.pdf

Kris McNally

Dennis McNally called this morning after yesterday's Rum River Watershed One Watershed One Plan (1W1P) policy committee meeting. They are discussing the plan implementation organizational options for the future. He has requested someone to come and present on these options. The attached shows a comparison of the options. Would there be room on the 9/15 meeting agenda to include time for Jason Weinerman, Board of Water & Soil Resources State Agency (BWSR) (meeting remotely) to review these options with the board and answer questions they may have. I would estimate 15 min. for this. Jason is available on 9/15 for the meeting. Please let me know if there is available time on the agenda.

Jason Weinerman (jason.weinerman@state.mn.us)

Thank You & Take Care
Deanna Pomije, District Manager
Please use this email only: Deanna@KanabecSWCD.org
2008 Mahogany St. Ste. 3
Mora MN 55051
(320) 679-1391



11:15am Appointment

September 15, 2020

REQUEST FOR BOARD ACTION

a. Subject: Conditional Use Permit Application	b. Origination: Environmental Services
c. Estimated time: 10 minutes	d. Presenter(s): Orrin and Dorothy Haugen

e. Board action requested:

Approval of the Conditional Use Permit for the Planned Unit Development – RV Park submitted by Orrin and Dorothy Haugen with conditions recommended by the Planning Commission.

f. Background:

The applicant is looking to create an RV park in the shoreland zone of Ann Lake. The Planning Commission held a public meeting to review the application and voted unanimously to recommend that the County Board approve the CUP application with the following conditions:

- The septic system that is installed will be designed by a licensed septic professional and follow the state septic code 7080-7083
- A garbage dumpster location will be put in the park for residents to dispose of trash
- The layout be revised to meet recalculated tier density calculations and that a new formalized layout be submitted prior to going to the County Board
- The applicant submit documentation from the project engineer that the pond and site were built in accordance with the plans and drainage report
- The berm, stormwater pond, and applicable silt fence should be included in the initial improvements during construction
- Submit an NPDES Stormwater permit to the Environmental Services office prior to land disturbing activities

All relevant documents for the application are attached.

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

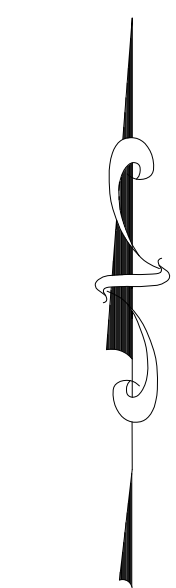
OPEN SPACE EXHIBIT

~for~ ORRIN HAUGEN

~of~ BOULDER ESTATES CAMPGROUND

TOTAL CAMPGROUND AREA = 532,356 ft² (12.2 ACRES)

TOTAL OPEN SPACE AREA = 312,512 ft² (7.2 ACRES)
(58.7% OF TOTAL CAMPGROUND AREA)



NORTH

GRAPHIC SCALE



1 INCH = 50 FEET

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

JASON E. RUD

Date: 09/03/2020 License No. 41578

DRAWN BY: BCD		JOB NO: 15644SS	DATE: 08/12/20
CHECK BY: JER		SCANNED <input type="checkbox"/>	
1	9/03/20	ADJUSTED OPEN SPACE	BCD
NO.	DATE	DESCRIPTION	BY



E. G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

CAMPGROUND SITE PLAN:

~for~ ORRIN HAUGEN
~of~ 2226 HIGHWAY 47
OGILVIE, MN 55358

NOTES:

- Field survey was completed by E.G. Rud and Sons, Inc. on 1/18/2016 and 6/20/2018. Additional topo collected on 5/9/2019.
- Bearings shown are on Kanabec County datum.
- This survey was prepared using Attorneys Title Guaranty Fund, Inc. Title Policy No. MPMN201705006404, issued by East Central Title, LLC dated effective on 3/29/2017.
- Parcel ID No: 01.01160.00
- Total density allowed = 35.84 units
- Total number proposed = 35 (with density transfer between tiers as shown)
- Pond and storm water design by Plowe Engineering, Inc.

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- DENOTES KANABEC COUNTY MONUMENT
- DENOTES EXISTING SPOT ELEVATION
- DENOTES LIDAR CONTOURS
- DENOTES POWER POLE AND OVERHEAD WIRES
- DENOTES GUY WIRE
- DENOTES FIBER OPTIC BOX
- DENOTES WELL
- DENOTES STORM SEWER CULVERT
- DENOTES BUILDING SETBACK LINE
- DENOTES WETLAND (NO DELINEATION)
- DENOTES TEST PIT (BY OTHERS)
- DENOTES BITUMINOUS SURFACE
- DENOTES GRAVEL SURFACE

TIER 4 DENSITY CALCULATION

TIER 4 AREA WITHIN CAMPGROUND60,380ft²
FLOOR AREA/DWELLING SITE AREA RATIOX 0.028
INSIDE LIVING FLOOR AREA OR DWELLING SITE AREA/ 400ft²
TIER 4 BASE DENSITY= 4.23

IMPERVIOUS SURFACE CALCULATIONS

PROPOSED GRAVEL DRIVE3,877ft²
PERCENT IMPERVIOUS6.4%

TIER 3 DENSITY CALCULATION

TIER 3 AREA WITHIN CAMPGROUND240,496ft²
FLOOR AREA/DWELLING SITE AREA RATIOX 0.028
INSIDE LIVING FLOOR AREA OR DWELLING SITE AREA/ 400ft²
TIER 3 BASE DENSITY= 16.83

IMPERVIOUS SURFACE CALCULATIONS

PROPOSED GRAVEL DRIVE13,149ft²
PERCENT IMPERVIOUS5.5%

TIER 2 DENSITY CALCULATION

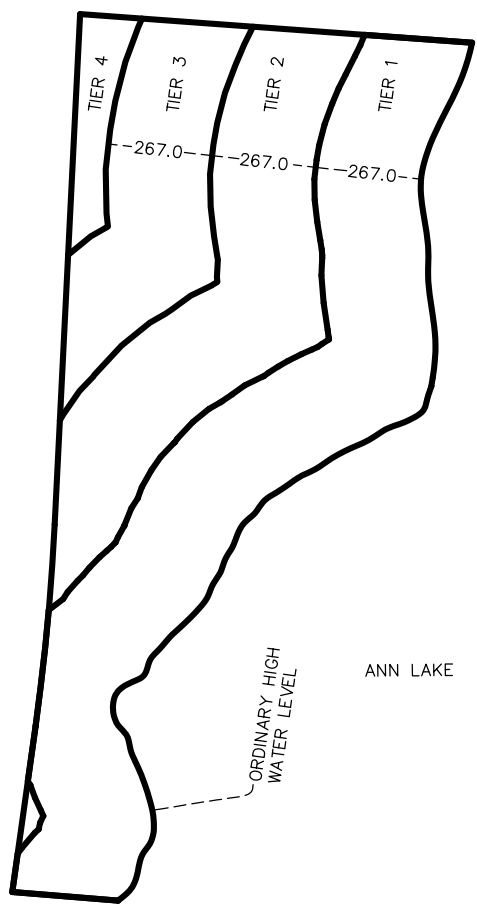
TIER 2 AREA WITHIN CAMPGROUND/LESS THE WETLAND211,140ft²
FLOOR AREA/DWELLING SITE AREA RATIOX 0.028
INSIDE LIVING FLOOR AREA OR DWELLING SITE AREA/ 400ft²
TIER 2 BASE DENSITY= 14.78

IMPERVIOUS SURFACE CALCULATIONS

PROPOSED GRAVEL DRIVE4,055ft²
PERCENT IMPERVIOUS1.9%



TIER DETAIL



BENCHMARK

MNDOT STATION 3304F
ELEVATION = 1113.86 (NAVD 88)

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

JASON F. RUD
Date: 09/03/2020 License No. 41578

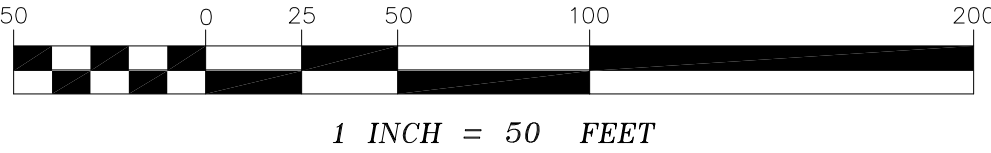
NO.	DATE	DESCRIPTION	BY
1	4/26/19	REVISE LAYOUT	BAB
2	5/3/19	REVISE LAYOUT	BAB
3	5/29/19	ADDITIONAL TOPO	BAB
4	9/4/19	REVISE CAMPGROUND AREA	BAB
5	9/12/19	ADD TIERS AND AREAS	BAB
6	9/25/19	UPDATED CAMPSITES	BCD
7	7/31/20	UPDATED GRADING PLAN	BCD
8	9/03/20	UPDATED CAMPSITES	BCD

CAMPGROUND DEVELOPMENT STANDARDS

- 35 PROPOSED CAMPSITES
- MINIMUM SITE AREA = 2,000 SQ. FT.
- D.N.R. SETBACKS:
 - 25 FT. FROM ANY PROPERTY LINE ABUTTING PUBLIC RIGHT OF WAY
 - 10 FT. FROM ALL OTHER PROPERTY LINES
 - 10 FT. OF OPEN SPACE BETWEEN THE SIDES OF ADJACENT RCVs AND THEIR ATTACHMENTS.
- TOWNSHIP SETBACKS:
 - TOWNSHIP ROAD = 30 FT.
 - STATE HIGHWAY = 50 FT.
- EXISTING ZONING:
 - MIXED USE

NORTH

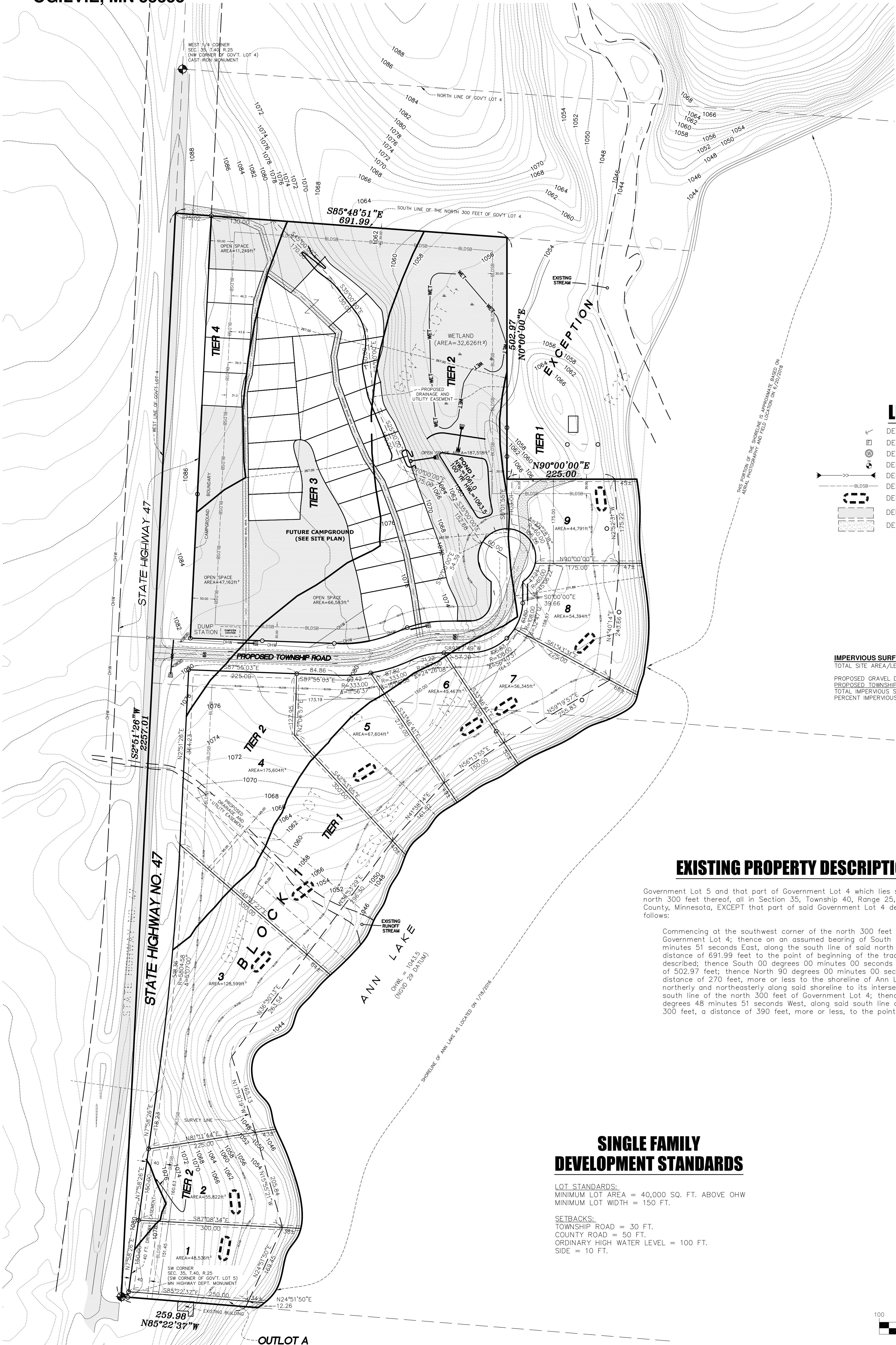
GRAPHIC SCALE



E. G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

PRELIMINARY PLAT

~of~ BOULDER ESTATES
~for~ ORRIN HAUGEN
2226 HIGHWAY 47
OGILVIE, MN 55358



LEGEND

- ⋈ DENOTES GUY WIRE
- ⌚ DENOTES FIBER OPTIC BOX
- ⊙ DENOTES WELL
- ⊙ DENOTES TEST PIT
- DENOTES STORM SEWER CULVERT
- DENOTES BUILDING SETBACK LINE
- ⬢ DENOTES PROPOSED RAIN GARDEN
- DENOTES BITUMINOUS SURFACE
- DENOTES GRAVEL SURFACE

IMPERVIOUS SURFACE CALCULATIONS

TOTAL SITE AREA/LESS STATE HWY 47.....	1,420,228ft²
PROPOSED GRAVEL DRIVE	21,081ft²
PROPOSED TOWNSHIP ROAD	24,513ft²
TOTAL IMPERVIOUS SURFACE	45,594ft²
PERCENT IMPERVIOUS	3.2%

EXISTING PROPERTY DESCRIPTION:

Government Lot 5 and that part of Government Lot 4 which lies south of the north 300 feet thereof, all in Section 35, Township 40, Range 25, Kanabec County, Minnesota, EXCEPT that part of said Government Lot 4 described as follows:

Commencing at the southwest corner of the north 300 feet of said Government Lot 4; thence on an assumed bearing of South 85 degrees 48 minutes 51 seconds East, along the south line of said north 300 feet, a distance of 691.99 feet to the point of beginning of the tract to be described; thence South 00 degrees 00 minutes 00 seconds East a distance of 502.97 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 270 feet, more or less to the shoreline of Ann Lake; thence northerly and northeasterly along said shoreline to its intersection with said south line of the north 300 feet of Government Lot 4; thence North 85 degrees 48 minutes 51 seconds West, along said south line of the north 300 feet, a distance of 390 feet, more or less, to the point of beginning.

SINGLE FAMILY DEVELOPMENT STANDARDS

LOT STANDARDS:
MINIMUM LOT AREA = 40,000 SQ. FT. ABOVE OHW
MINIMUM LOT WIDTH = 150 FT.

SETBACKS:
TOWNSHIP ROAD = 30 FT.
COUNTY ROAD = 50 FT.
ORDINARY HIGH WATER LEVEL = 100 FT.
SIDE = 10 FT.

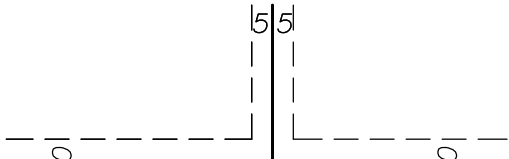
NOTES:

- Field survey was completed by E.G. Rud and Sons, Inc. on 1/18/16 and 6/20/2018.
- Bearings shown are on Kanabec County datum.
- This survey was prepared using Attorneys Title Guaranty Fund, Inc. Title Policy No. MPMN201705006404, issued by East Central Title, LLC dated effective on 3/29/2017.
- The purpose of this survey is to monument a proposed division line and provide new legal descriptions for the proposed parcels.
- Parcel ID No: 01.01160.00
- Pond and storm water design by Plowe Engineering, Inc.

BENCHMARK

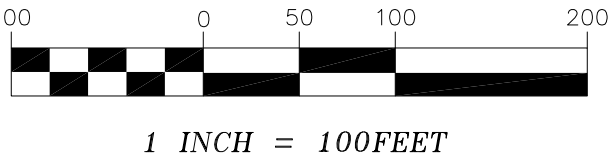
MNDOT STATION 3304F
ELEVATION = 1113.86 (NAVD 88)

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH AND ADJOINING SIDE LOT LINES AND 10 FEET IN WIDTH AND ADJOINING STREET LINES AND REAR LOT LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.

GRAPHIC SCALE



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

JASON E. RUD
Date: 09/03/2020 License No. 41578

DRAWN BY: BCD	JOB NO: 15644SS	DATE: 07/27/20
CHECK BY: JER	SCANNED	
1 7/31/20	TOWNSHIP COMMENTS	BCD
2 9/03/20	COUNTY COMMENTS	BCD
3		
NO.	DATE	DESCRIPTION
		BY

E. G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701



Kanabec County
Environmental Services
903 Forest Ave E
Mora MN 55051
PHONE: (320) 679-6456 FAX: (320) 679-6433

Conditional Use Permit Application

Application Fee: \$570 plus Recording Fee: \$46

As set forth in Section 3.6 of Ordinance#5 Ordinance of Shoreland Areas of Kanabec County, Minnesota

Property Owner:	ORRIN & DOROTHY HAUGEN
Phone/email:	507-275-3229 - 507-884-1383 orrin@yahoo.com
Mailing Address:	2148 Hwy 47 Ogilvie, MN 56358
Property Address:	2226 Hwy 47 Ogilvie, MN 56358
Parcel I.D. Number:	R 09.00140.00
Legal Description:	Sec: 02 Twp: 039 Range: 025

Zoning District: mixed use

- ☐ Residential PUD
- ☒ Commercial PUD
- ☐ Duplex, triplex quad residential
- ☐ Commercial, Public, semi-public

It is the burden of the applicant to demonstrate satisfaction of the criteria for granting a conditional use permit stated in Section 3.6 of Ordinance #5 (attached).

Provide a detailed description and reason for the request that addresses the following:

1. Describe the existing use of your property.
2. Does the proposal involve any new buildings or additions? ☐ yes ☒ no
3. Does the conditional use conform with the County Comprehensive Plan and the zoning regulation requirements within the proposed district? ☒ yes ☐ no
4. Explain any land alteration including vegetation removal/grading & filling. - attached
5. Number of daily occupants on the premises (employees/customers) 100
6. Describe water and septic usage and locations of facilities. Dump station provided

7. The conditional use will provide adequate access to a public road to not cause traffic hazards or congestion on the adjacent public roads and that there are sufficient off-street parking and loading space to serve the proposed use.

attached Plan

Buildings and Setbacks (As shown on survey/site plan) Note: In order to fully evaluate the proposed use, please supply a site plan map that shows all applicable distances, setbacks, buildings, roads, wetlands, etc.

Proposed Structure type: _____

Dimensions of proposed structure: _____ Height _____

Distance of proposed dwelling to primary dwelling: _____

Lot Size: _____ Lot Coverage: _____

Setback: _____ Shoreland OHW Setback: _____

Road type: Township _____ County _____ State Highway _____

Front Setback: Rear _____ ROW Setback: _____ Centerline Setback: _____

Setback: _____ Side Setback: _____ Side Setback: _____

I hereby swear and affirm that the information supplied to the Kanabec County Environmental Services Department is accurate and true. I acknowledge that this application is rendered invalid and void should the County determine that information supplied by me, the applicant, in applying for this conditional use permit, is inaccurate or untrue.

Applicant's Signature Debra Hay Date 7-31-2020

Owner's Signature Debra Hay Date 7-31-2020

Environmental Services Office Use only

Zoning District: _____ Lake/River/Stream _____

Proposed Use: _____ Sec. of Ord.: _____

Meeting Date: _____ Reviewed for Accuracy by: _____

(Date shall not be scheduled until staff confirms receipt of all materials)

Application Approved ☐ yes ☐ no

Date/ time and place of hearing: _____

Application Approved by: _____

Planning Commission Chairman

Conditional Use Permit issued in accordance with and in compliance with conditional requirements and special regulations and MN DNR notified this _____ day of _____ 20____

Synopsis of Boulder Estates RV Park and Lake Lots

Orrin and Dorothy Haugen

- 1) The proposed RV park consists of 38 spots that have been modeled using the DNR's equation for density. They will be quite spacious compared to past parks (packed together like sardines).
- 2) Road access is attainable from Highway 47 that consists of an 800 foot long entrance with a cul-de-sac at end. This access will be maintained by the township, due to being a seasonal entity. That projected season will run from April through October. Off of main road will be, approximately, a 2000 feet long oblong drive that the RV pads, roughly 4000-11,000 square feet a piece, that will branch off of this road. Also, this road will have a posted 10 mph speed limit.
- 3) The septic system consists of one 3,000 gallon holding tank, which will be routinely pumped, weekly if needed. A contract with Elite Septic has been signed for this operation. Every Saturday residents will get their tanks pumped and emptied into holding tank if necessary. All sewage is self-contained in this manner.
- 4) All electric work done by ECE.
- 5) The well for RV Park was drilled by Bill's Well Drilling and it went 40 feet deeper than usual to reach a greater vein of water; the lines and hook ups will be done by them as well.
- 6) Several green spaces are spread throughout the property.
- 7) There will be one dock provided for the residents. → per phone call on 8/6, there won't be a dock access
- 8) One holding pond for the containment of run-off from RV park, professionally engineered by E.G. Rud land surveyors, has been installed.
- 9) Lake lots have also been outlined by E.G. Rud land surveyors, consisting of 12 lots; each lot will require rain gardens to minimize any run off to lake. Perc tests have been conducted on each lot and have resulted in the requirement of small mound systems. These lots are quite large in comparison to other park lots. These lots are 40,000-65,000 square feet.

Boulder Park Rules

- Respect other people's belongings and privacy
- Quiet hours are from 10:00 pm to 8:00 am
- Speed limit for vehicles is 10 mph throughout
- All sites must be maintained with the utmost cleanliness
- Trash must be properly disposed of
- No non-operating vehicles
- No unsightly messes
- No firearms → no open carrying or discharging
- No fireworks
- Fires are permitted only if contained in a fire ring
- Pets must be on a leash at all times and never left unattended if leaving site
- Alcohol consumption is only allowed by those 21 and older and is limited to the site

- sign rules when they arrive

- law enforcement

CRITERIA FOR GRANTING CONDITIONAL USE PERMITS

NAME OF APPLICANT: Orrin and Dorothy Haugen

PARCEL ID: 01.01160.00

DATE: 8/7/2020

C.U.P. REQUESTED: Commercial Planned Unit Development (PUD) – RV Park

-STAFF FINDINGS OF FACT-

1. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminishes and impairs property values within the immediate vicinity.
There is no reason to think that the presence of the RV park would diminish property value of the surrounding area. There is open space surrounding the park and the density of the park is such where each space is large enough to make the park appear more spacious. The park was designed to meet the PUD requirements listed in the Shoreland Ordinance.
2. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.
The park area is located back from the lake along the highway, so the lakeshore will be open to development of residential housing as part of phase 2 of the development project. The park will be established prior to sale of future residential lots, so buyers will be aware of the park's presence.
3. Adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.
There are plans in place for septic, water, and electric to be installed at the property. The township has agreed to take responsibility for maintaining the road. Any surface runoff from the park will be contained in a stormwater pond that will be constructed per the engineered design.
4. Adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.
Spaces are intended to be large enough to provide off-street parking and loading space.
5. The use is not in conflict with the Comprehensive Plan of the county.
The parcel is located in the mixed-use land use district, in which commercial PUDs are allowed per the Shoreland Ordinance. The proposed design followed the design criteria for commercial PUDs.
6. Adequate measures have been taken or will be taken to prevent or control offensive odor, dust, noise, and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.
A grading, erosion control and tree protection plan is on file that will be followed during development. The park is separated away from the future lots that will be used for residential homes, so there will be minimal impact of odor, dust, noise, and vibration. A posted speed limit of 10 mph will be put on the roads to minimize speed and keep dust to a minimum. Park rules were submitted which establishes quiet hours, prohibits firearms and fireworks, requires maintaining sites for cleanliness.

-ADDITIONAL FACTORS TO CONSIDER-

In evaluating the proposed conditional use the planning commission will consider the waterbody and the topographic, vegetation, and soil conditions of the site to ensure, to the extent possible:

- The prevention of soil erosion or other possible pollution of public waters, both during and after construction.
A grading, erosion control, and tree protection plan was created. There is a stormwater pond to catch surface runoff from the RV park. Silt fencing will prevent erosion during construction. Rain gardens will be installed on the future residential properties to prevent pollution and erosion.
- The visibility of structures and other facilities as viewed from public waters is limited.
The location of the park is closer to the highway and is placed away from the shoreline. Residential houses will eventually be along the shore, and the overall topography and vegetation of the land will help with screening.
- There is adequate water supply and on-site sewage treatment.
A well will be drilled and a septic holding tank that will be regularly pumped will be installed.
- The types, uses, and numbers of watercraft that the project will generate are compatible in relation to the suitability of public waters to safely accommodate these watercraft.
It's currently believed that the park won't contribute a number of watercraft to the lake that is burdensome. No docks are planned to be part of the park. All boat use will be done using the public access on the lake.

STAFF RECOMMENDATION:

Staff recommends that the Planning Commission recommend the approval of the CUP with conditions that the lot arrangement be changed to conform to calculations that were revised after consultation with the MN DNR. The recalculated tier density per the Environmental Services would be Tier 2 = 14.46; Tier 3 = 16.83; Tier 4 = 4.23. The changes could be made through combining sites, removing sites, or completely redoing the layout. A revised layout would be submitted to the Environmental Services Office prior to going to the County Board.



KANABEC COUNTY PUBLIC WORKS DEPARTMENT

Chad T. Gramentz, PE, Public Works Director
903 Forest Avenue East, Mora, MN 55051
320-679-6300

August 8, 2020

Ms. Teresa Wickeham
Kanabec County Environmental Services
903 Forest Avenue East
Mora, MN 55051

RE: Boulder Estates RV Park and Lake Lots

Dear Ms. Wickeham,

I have completed the County Engineer's review of the Boulder Estates RV Park and Lake Lots application submittal for a commercial planned unit development in the Ann Lake mixed use district as it relates to portions of Ordinance #5 relevant to engineering. My review and findings are as follows:

8.1.1 Roads, driveways, and parking areas must meet structure setbacks and must not be placed within bluff and shore impact zones, when other reasonable and feasible placement alternatives exist. If no alternatives exist, they may be placed within these areas, and must be designed to minimize adverse impacts;

Finding: Proposal meets this requirement

8.1.2 Watercraft access ramps, approach roads, and access-related parking areas may be placed within shore impact zones provided the vegetative screening and erosion control conditions of this subpart are met;

Finding: No access or roads are proposed in impact zones.

8.1.4 For public roads, driveways and parking areas, documentation must be provided by a qualified individual that they are designed and constructed to minimize and control erosion to public waters consistent with the field office technical guides of the local soil and water conservation district, or other applicable technical materials.

Finding: The applicant submitted an erosion control plan signed by a qualified individual. The erosion control measures shown are consistent with those found in the Minnesota Stormwater Manual. The public road is not proposed under this application, but is shown as part of the common plan of development. The berm, stormwater pond, and applicable silt fence should be included in the initial improvements.

9.3.3.1. All land disturbance activities that require coverage of the State Construction Stormwater General Permit shall adhere to the provisions set forth in said permit and shall submit a copy of the stormwater pollution prevention plan to the Environmental Services Department.

Finding: The common plan of development will result in over 1 acre of land disturbance and will require a NPDES Stormwater permit. These submittals should be filed prior to land disturbing activity begins.

9.3.3.2. All construction activity disturbing one half acre or more shall, at a minimum, develop a storm water pollution prevention plan that addresses erosion prevention and sediment control, with best management practices outlined in the latest version of the Minnesota Stormwater Manual published by Minnesota Pollution Control Agency.

Finding: Requirement covered under 9.3.3.1

9.3.3.3. Any development that results in one half to one acre of new impervious surface shall provide permanent stormwater treatment for increased runoff volume created by the new impervious surfaces with a rain garden, infiltration basin or other best management practice as outlined in the Minnesota Stormwater Manual.

Finding: The proposal includes a permanent stormwater pond to treat stormwater runoff from new impervious surfaces. The pond does contain a permanent pool to provide storage of sediment. A report from a professional engineer was included that summarized the site hydrology and hydraulic routing of the pond. The site provides for access for pond maintenance. Rain gardens are proposed for treatment of runoff from future residential development.

9.4.1.1. When possible, existing natural drainage ways, and vegetated soil surfaces must be used to convey, store, filter, and retain stormwater runoff before discharge to public waters.

Finding: Vegetated rural section ditches and swales are used in this site design to convey stormwater.

9.4.1.2. Development must be planned and conducted in a manner that will minimize the extent of disturbed areas, runoff velocities, erosion potential, and reduce and delay runoff volumes. Disturbed areas must be stabilized as soon as possible and appropriate facilities or methods used to retain sediment on the site.

Finding: The site plan proposes minimal grading for the necessary items to complete the project. The project specifies a 7 day stabilization window from when an area is no longer being actively worked.

9.4.1.3. When development density, topography, soils, and vegetation are not sufficient to adequately handle stormwater runoff, constructed facilities such as settling basins, skimming devices, dikes, waterways, ponds and infiltration may be used. Preference must be given to surface drainage, vegetation, and infiltration rather than buried pipes and man-made materials and facilities.

Finding: Stormwater is adequately conveyed over vegetated surfaces and a pond is provided for stormwater treatment and flow attenuation.

9.4.2.2. When constructed facilities are used for stormwater management, documentation must be provided by a qualified individual that they are designed and installed consistent with the field office technical guide of the local soil and water conservation district or the Minnesota Stormwater Manual, as applicable.

Finding: Applicant should submit documentation from the Engineer that the stormwater pond and site was built in accordance with the plans and drainage report.

Please contact me if additional review or clarifications are needed.

Sincerely,



Chad T. Gramentz, PE
Kanabec County Engineer



ENVIRONMENTAL SERVICES
KANABEC COUNTY
903 Forest Ave E
MORA, MN 55051
Phone: 320/679-6456

August 19, 2020

Kanabec County
Planning Commission Members

RE: MN DNR Review and Findings Summary

Members,

Below you will find a summary of the DNR findings sent to us from Craig Wills:

- There are two things going on here - residential plat (looks like it exceeds the minimums in the Shoreland Ordinance and we do not have concerns) and the RV park.
- Based on our review it looks like they passed 4 spots from tier 4 forward and got a total of 38 spots. The preliminary plat does not identify wetland area. We would say that you cannot pass spots from a tier in the back, only from the tier in the front.
- A review of suitable area and subtraction of the wetland area resulted in new tier density calculations (the revised calculations are on file and listed in the staff findings).
- Any possible bluff areas were reviewed and no areas met the definition in the park area.
- Green space requirements were verified against a map submitted from the surveyor.
- No docks, slips, or boat ramps are planned for the park.
- "Between your calculations and the responses from Teresa below, it looks like the application will generally comply with the Shoreland Ordinance. We typically do not provide comments if there is compliance, and especially if there is no variance request."
- "DNR will not object to the application and it looks like it is consistent with what the Shoreland Ordinance requires."

Thank you,
Ryan Carda
Environmental Services Technician
Kanabec County

- ATTACH SURVEY, MAP, PLAN AND/OR OTHER INFORMATION NECESSARY TO EVALUATE APPLICATION. (REQUIRED)
- TWO DESIGNATED SEPTIC TREATMENT SITES ARE REQUIRED ON EACH NEW LOT/BUILDING SITE; PROVIDE DOCUMENTATION FROM LICENSED SEPTIC DESIGNER.
- ALL PROPERTY TAXES ON THE ABOVE PARCEL MUST BE PAID IN FULL WITH THE COUNTY AUDITORS OFFICE BEFORE THE DEED CAN BE RECORDED.

ATTACH ADDITIONAL SHEETS IF NECESSARY.

THE ABOVE DESCRIBED SPLIT IS CONSISTENT WITH ALL TOWNSHIP ORDINANCES.

* David R. Blum Ann Lake 1/19/20
Signature of Township Zoning or Other Official Township Date

DATE: 1-18-2020

SIGNATURE Donna Hansen
Applicant

DATE: 1-18-2020

SIGNATURE Donna Hansen
Applicant

NOTE: ALL OF THE INFORMATION REQUESTED ABOVE IS REQUIRED BEFORE ACTION CAN BE TAKEN ON THE APPLICATION.

Return application and fee to:

Kanabec County Environmental Services, 903 Forest Ave E, Mora MN 55051
Phone-(320) 679-6456 Fax-(320) 679-6433

****Please allow 7-10 days for processing.**

SIGNATURE Roberta Anderson
Auditors Office
SIGNATURE Mark
Kanabec County Zoning Official

Township will adopt the roads within this plat upon completion of said roads. As of January 31, 2020 the Township accepts the roads as they are.

David R. Blum
Chairperson
Ann Lake Township



KANABEC COUNTY PLANNING COMMISSION
Environmental Services Department
903 Forest Ave E
Mora, MN 55051
Phone: (320) 679-6456
Fax: (320) 679-6433

Kanabec County Planning Commission Meeting Minutes of August 24, 2020

MINUTES ARE CURRENTLY UNAPPROVED

MEMBERS PRESENT: Ron Hallin, Dennis McNally, Dave Etter, Pat O'Brien, Rhonda Olson, Earl Bracewell, Chad Gramentz

MEMBERS ABSENT: None

STAFF: Ryan Carda – Environmental Services Tech.

APPLICANT REPRESENTATIVE(S): Orrin and Dorothy Haugen

PUBLIC ATTENDING: Richard Anderson, Walter & Sharon Smith, Tim Anderson, Robert & Pam Isom, Donna & Jim Skogquist, Betty Jo Williams, Phil & Barb Schroeder, Jeff Hamme, Michelle Seefeld, Susan Yankowiak, Linda Iverson, Linda Knosalla

Call to Order: Kanabec County Planning Commission was called to order at 7:00pm by Chairman Dennis McNally.

Pledge of Allegiance

Approval of Agenda/Additions to Agenda:

A motion was made by Pat O'Brien, seconded by Dave Etter to approve the agenda.
All in favor, motion carried.

Approval of Minutes:

A motion was made by Dave Etter, seconded by Pat O'Brien to approve the minutes from November 25, 2019.
All in favor, motion carried.

Old Business:

Discussion of an organizational meeting to be held in the future was brought up. It was determined that an organizational meeting would be held in January of 2021.

New Business:

Review of Condition Use Permit (CUP) Application – Commercial Planned Unit Development (PUD) – RV Park for Orrin and Dorothy Haugen:

Staff presentation:

- Presented staff findings in relation to the Shoreland Ordinance #5 criteria for granting a conditional use permit, along with a suggested action and suggested conditions that the layout be revised to meet recalculated tier density calculations and that a new formalized layout be submitted prior to going to the County Board
- Presented findings from the MN DNR represented by Craig Wills showing that the plan satisfies the Shoreland Ordinance requirements
 - The application stated that no docks would be added to allow for lake access from the park
 - Craig brought up the need to look at revising the layout to match new tier density calculations

- Presented findings from Chad Gramentz, the county engineer, relating to the construction of roads, drainage and runoff, and engineering calculations
 - A condition was proposed to have the applicant submit documentation from the project engineer that the pond and site were built in accordance with the plans and drainage report
 - A second condition was that the berm, stormwater pond, and applicable silt fence should be included in the initial improvements during construction
 - A third condition was to submit an NPDES Stormwater permit to the Environmental Services office prior to land disturbing activities

Applicant presentation:

- Presented the narrative attached with the application
- Presented a draft of RV park rules that residents would follow
- Addressed concern about the dump station's location and how residents would empty the RVs
- The question of a storm shelter was mentioned but there is no plan to have one
- Comments relating to access off of the state highway were brought up and whether or not MN DOT had been contacted regarding having increased traffic and campers being hauled on the road
 - Orrin mentioned that he had talked with someone from MN DOT, but that they were waiting on a county decision on the CUP to begin looking at changes that may be needed

Public statement:

- A list of questions and concerns was submitted by Jeff Hamme, President of the Ann Lake Watershed Alliance, for the residents of Ann Lake relating to the proposed park. The questions were answered either from the Orrin or the county staff.
- Richard Anderson
 - Voiced concern about not having any environmental studies done
 - Questioned why the letter to the surrounding property owners didn't include specifics about the RV park
 - Questioned whether Ann Lake Township knew about the intended use of the property when they agreed to maintain the road
 - Made note that holding tanks should not be used for the park and that a drainfield should be used
- Tim Anderson
 - Stated that based on the layout, there would be enough room for a drainfield
 - Asked if there were plans for docks or sheds and how that would be handled
 - Ann Lake Township review of the plan and whether a meeting was held
 - Questioned if MN DOT had given approval
- Walter Smith
 - Believes that holding tanks should not be used
 - Mentioned other parks have individual hookups for septic and water and some even have individual holding tanks
- Linda Knosalla
 - The RV park sounds like an overall nice park
 - There is already a long line of people using the public lake access, so more people could cause problems
 - Voiced concern about trash disposal
- Jeff Hamme
 - Emphasized items on the question list like the emergency shelter, applicable environmental reviews, and Ann Lake Townships approval
 - Felt the use of holding tanks was inadequate
- Phil Schroeder

- Opposes the approval of the CUP
- Believes there has been insufficient planning
- Michelle Seefeld
 - Believes the park would be an eyesore
 - Worries that the road access will be dangerous
- Robert Isom
 - Thinks there would be a lot of pressure put on the lake from the additional people
 - Asked if there would be storage for trailers
 - Asked whether a shower or shelter would be constructed at the park
 - Worried about noise generated from the park
- Jim Skogquist
 - Believes there should be permanent hook-ups for septic

Conclusion of public hearing:

- Discussed the use of holding tanks for septic and that in some cases holding tanks are better for water quality than having a drainfield
- Discussed conditions that should be included in the decision
- Suggested that the applicants work on keeping the restaurant and RV park separate in the case that they fall under separate ownership in the future
- Based on comparisons to other RV parks, the proposed plan seems in line with meeting those standards
- Garbage disposal was a concern due to experience from others with littering

Board action:

- A motion was made by Ron Hallin, seconded by Earl Bracewell, that the Planning Commission recommends that the County Board approve of the Conditional Use Permit for the Planned Unit Development given the following conditions:
 - The septic system that is installed will be designed by a licensed septic professional and follow the state septic code 7080-7083
 - A garbage dumpster location will be put in the park for residents to dispose of trash
 - The layout be revised to meet recalculated tier density calculations and that a new formalized layout be submitted prior to going to the County Board
 - The applicant submit documentation from the project engineer that the pond and site were built in accordance with the plans and drainage report
 - The berm, stormwater pond, and applicable silt fence should be included in the initial improvements during construction
 - Submit an NPDES Stormwater permit to the Environmental Services office prior to land disturbing activities

All in favor, motion carried.

Public Comment:

No additional public comments.

Adjourn:

A motion was made by Pat O'Brien, seconded by Rhonda Olson to adjourn the meeting at 9:15pm.
All in favor, motion carried.

Respectfully submitted,
Ryan Carda
Recording Secretary

**September 15, 2020
Appointment Agenda of
Chad T. Gramentz, PE
Public Works Director
11:35am**

- | | |
|---|--------------------------|
| 1. Snow Removal Quotes | Resolution #1 (09-15-20) |
| 2. Purchase Rotary Cutter | Resolution #2 (09-15-20) |
| 3. Donation of Surplus Chairs | Resolution #3 (09-15-20) |
| 4. City of Ogilvie Construction Agreement | |
| 5. Construction Update | |
| 6. Driver's License Discussion | |

**Resolution #1 (9-15-20)
Snow Removal**

WHEREAS the following quotes were received for 2020/2021 snow removal:

\$/Snow Event

**Quotes to be presented at
meeting**

WHEREAS the low quote of \$xxxx/event was submitted by xxxxxxxx, and

THEREFORE BE IT RESOLVED to accept the quote of \$xxxxxx by xxxxxxxxxx and authorize the Public Works Director and Chairperson to sign the contract.

**Resolution #2 (9-15-20)
Purchase Rotary Cutter**

WHEREAS the Public Works Department is requesting the purchase of tow-type rotary cutter for ditch maintenance operations, and

WHEREAS Trueman Welters has provided a quote of \$24,284.55 for a Schulte XH1000 S4 rotary cutter, and

WHEREAS said quote is State Contract pricing, and

THEREFORE BE IT RESOLVED to accept the quote of \$24,284.55 by Trueman Welters for a Schulte XH1000 S4 rotary cutter.

Resolution #3 (9-15-20)

Surplus Chairs

WHEREAS certain meeting room chairs are planned for replacement to accommodate efficient sanitization through the CARES act funding, and

WHEREAS no other departments within the County have a use for the existing chairs, and

THEREFORE BE IT RESOLVED to authorize Public Works to donate the chairs to other local governments or non-profit/civic organizations within Kanabec County.

City of Ogilvie Construction Agreement

Discuss a possible agreement with the City of Ogilvie for the payment of sidewalk associated with the CSAH 10 (Rutheford and Hill) project in Ogilvie planned for 2021.

SCHULTE

MID SIZE / SMALL ROTARY CUTTERS

XH-1500 • XH-1000 • FX-315 • FX-1800 • FX-1200 • FX-209 • FX-107



World Class *Built to Last*

schulte.ca

XH-1500 Rotary Cutter



Industrial Grade Heavy Duty Rotary Cutter

New, extra heavy duty, high horsepower Bondioli gearboxes with new oil level sight glass and 1-3/4" input shafts and 3" (75mm) output shaft. Extra heavy duty Bondioli G8 drivelines.

New high-torque wing clutches ensure better performance in rough cutting.

Fitted with replaceable spring steel bushings at all major pivot locations to increase the ease of maintenance and life of the machine.

New locations include the pivot points on the hitch, tension links, center suspension, wing suspension and all wheel standards.

Single domed, sweep clean deck design eliminates excess weight over competitive double-deck designs, eliminates build up of debris and prevents rusting on top side of deck.

Tandem walking axles result in smooth operation over rough surfaces. A deep cutting chamber coupled with high blade tip speeds result in a superior cut & unsurpassed material flow.

24" severe duty tires, transport height is increased to 17.5" along with improved performance in wet conditions.

Lower pressure 8" stroke hydraulic phasing cylinders for a level lift.

Low maintenance CV tractor shaft or patented 540rpm Equal Angle Hitch available.

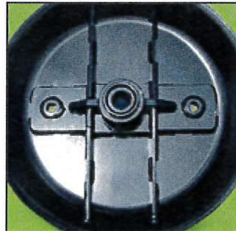
Center suspension reduces stress on tractor drawbar

3/8" thick formed deck protection rings prevent blade to deck contact. Double safety chains with individually replaceable links are standard equipment.



XH-1000 configuration

Pentagon Blade Bolt design with replaceable bushings. Flat 1" thick blade bar design with heavy duty bracing.



Compatible with Schulte FLX-1510 Flex Arm



FX-315 Rotary Cutter

Ultimate Cutting, Shredding and Material Distribution

Residue Distribution Tailboard ensures maximum distribution while maintaining a safe working environment.

Heavy duty drive package includes 260hp splitter box and 225hp* right angle boxes. *Based on intermittent use

Single domed, sweep clean deck design eliminates excess weight over competitive double deck designs, reduces build up of debris and prevents rust from moisture.

New patent pending replaceable deck ring.

The speed leveling system minimizes setup and switch over time for front to back leveling to accommodate different draw bar heights from tractor to tractor. 13 3/8" frame depth & increased blade tip speeds for superior cutting and flow material.

1/2" x 4" super suction blades leave nothing behind.

Variable position shrouding allows you to change material flow underneath your cutter to maximize shredding and distribution.



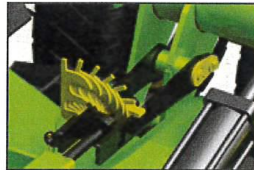
Pentagon blade bolt for maximum protection



In wheat straw



Forward mounted slip clutches



Speed leveling system



Bolt in spindles



Center suspension



Residue Tailboard for Maximum Distribution

FX-1800 Rotary Cutter

Legendary Schulte Tough, Economically Priced



A single domed 7ga continuously welded deck makes the cutter extremely easy to clean, prevents water pooling and rusting and helps shed debris.

6.5 " blade overlap and high blade tip speeds.

A four gearbox driveline with independent slip clutches. The FX-1800 utilizes heavy-duty and extremely reliable Bondioli gearboxes.

An 80° CV shaft allows for smooth power transmission during tight turns. The CV for 540rpm is a category 6 and for 1000 rpm is a category 5. The driveline on the cutter itself employs self-adjusting friction clutches to protect your investment and always operate at peak performance. All clutches are located under the main shield for ease of service.

Spun formed 7ga stump jumpers (round skid pans) ensure durability and balance.

Deck protection rings are standard on the FX-1800 and FX-1200 and protect the cutter deck from rising blades.

Available in fixed knife configuration for crop residue.

Compatible with Schulte FLX-1510 Flex Arm.



FX-1200 configuration



Bolt on axles



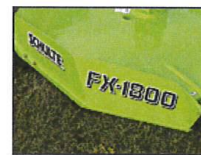
Outboard blade rotation keeps material from balling up under the deck



Single center lock up system



Ball valve wing lock up system



7ga single domed deck

Pan Unit Shown



FX-209 Rotary Cutter

2 Rotor, 7 Gauge Domed, Single Deck Push / Pull Design

The FX-209 is equipped with push or pull capabilities for the ultimate in versatility and convenience.

Rigid single domed 7ga deck construction provides extra strength and durability, a trademark of Schulte cutters.

A two rotor base unit is common to all configurations.

Pull type, 3pt, semi-mount and semi-mount swing hitching options. Pull type unit has the ability to accept open clevis, solid tongue, adjustable clevis or precision hitch options.

Four tire options for the FX-209 include solid laminate, severe duty, severe duty foam filled or forklift tires.

Available in 540 and 1000rpm drive options.

9ft / 3m overall width.

Heavy duty gearboxes and G8 drivelines.



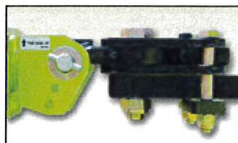
Deck Protection Rings



Height adjustment



Gearbox



Precision hitch



3pt hitch



Adjustable clevis hitch



Trailing hitch



FX-107 Rotary Cutter

7 Foot Wide, Single Rotor, Domed Deck Cutter



Rigid single domed 7ga deck construction

Pull type and 3pt hitching options

Base unit common to all configurations

Larger, more durable pan

Double safety chains standard front and rear on all units

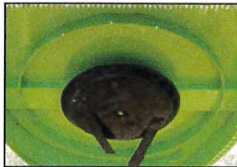
540rpm drive

Heavy duty gearbox and driveline, the same units as on our large cutters

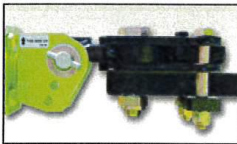
Pull type unit accepts open clevis, solid tongue, adjustable clevis or precision hitch options

Tire options: solid laminate, severe duty, severe duty foam filled or forklift tires

1/2" x 3" deck protection ring guards against blade to deck damage



Deck Protection Ring



Precision hitch



Open clevis hitch



Pro level hitch



Solid tongue hitch



Replaceable skid shoes



Oil level sight glass on gearboxes



Heavy duty gearbox, the same unit as on our XH-1500 Series 3 industrial grade cutter

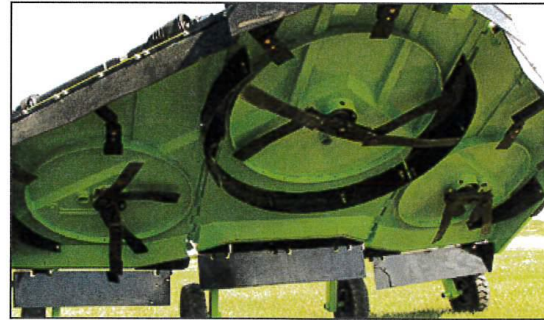
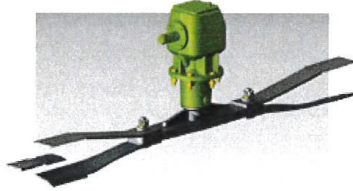
3pt Hitch Shown



Fixed Knife Option

Optional Fixed Knife Units for Excellent Shredding & Distribution

The optional fixed knife system is available on all of Schulte's mid sized cutters for unparalleled stalk and straw shredding and spreading. The shredding action of a fixed knife mower aids in faster decomposition of the material in the fields.



FX-315 fixed knife layout



FX-1800 fixed knife unit mulching crop



FX-318 fixed knife unit in cattails



FX-315 fixed knife unit in corn

FLX-1510 Flex Arm

Schulte Flex Arm Shown with XH-1500



Specifications

SPECIFICATIONS

Cutting Width
Overall Width
Overall Length
Cutting Height
Transport Width
Row Crop Wheel Trans. Width
Transport Height
Weight
Hitch Weight
Cutting Capacity
Minimum Tractor Size
Blade Tip Speed
Center
Wing
Blade Tip Speed
Center
Wing
Blade Overlap
Divider Gearbox Rating
Center & Wing Gearbox Rating
Deck Thickness
Side Skirt Depth & Thickness
Wing Working Range
Wing Floating Range



XH-1500

15' (4.57m)
15.8' (4.83m)
16' (4.88m)
1.5"-17.5" (38mm-444mm)
88" (2.24m)
88" (2.24m)
5,800lbs (2631kg)
1,900lbs (864kg)
4" (102mm)
65hp (52kw)
540rpm
15,493 ft/min (4874m/min)
15,991 ft/min (4722m/min)
1000rpm
15,743 ft/min (4884m/min)
16,022 ft/min (4798m/min)
6.5" (165mm)
260hp (194kw)
225hp (168kw)*
.187" (7ga or 4.6mm)
25° down to 90° up



XH-1000

10.5' (3.20m)
11.5' (3.53m)
16' (4.88m)
1.5"-17.5" (38mm-444mm)
88" (2.24m)
88" (2.24m)
5,200lbs (2354kg)
1,700lbs (773kg)
4" (102mm)
50hp (45kw)
540rpm
15,493 ft/min (4874m/min)
15,991 ft/min (4722m/min)
1000rpm
15,743 ft/min (4884m/min)
16,022 ft/min (4798m/min)
6.5" (165mm)
260hp (194kw)
225hp (168kw)*
.187" (7ga or 4.6mm)
25° down to 90° up



FX-315

15' (4.57m)
15.8' (4.83m)
16.5' (5.03m)
.625"-17.5" (16mm-444mm)
99" (2.5m)
94" (2.13m)
5,665lbs (2569kg)
2,120lbs (962kg)
3.5" (89mm)
65hp (49kw)
540rpm
15,980 ft/min (4871m/min)
15,459 ft/min (4711m/min)
1000rpm
15,974 ft/min (4869m/min)
15,708 ft/min (4788m/min)
6.5" (165mm)
260hp (194kw)
225hp (168kw)*
.187" (7ga or 4.6mm)
25° down to 103° up
25° down to 40° up



FX-1800

15' (4.57m)
15.8' (4.83m)
16.8' (5.13m)
1.75"-16.75" (45mm-425mm)
93" (2.36m)
84" (2.13m)
4,653lbs (2069kg)
1,702lbs (772kg)
4" (101mm)
50hp (37kw)
540rpm
15,980 ft/min (4871m/min)
15,459 ft/min (4711m/min)
1000rpm
15,974 ft/min (4869m/min)
15,708 ft/min (4788m/min)
6.5" (165mm)
260hp (194kw)
225hp (168kw)*
.187" (7ga or 4.6mm)
13.6" (346mm)
25° down to 90° up
25° down to 30° up



FX-1200

10.5' (3.20m)
11.4' (3.48m)
16.8' (5.13m)
1.75"-16.75" (45mm-425mm)
93" (2.36m)
84" (2.13m)
4,313lbs (1956kg)
1,602lbs (727kg)
4" (101mm)
45hp (34kw)
540rpm
15,980 ft/min (4871m/min)
15,459 ft/min (4711m/min)
1000rpm
15,974 ft/min (4869m/min)
15,708 ft/min (4788m/min)
6.5" (165mm)
260hp (194kw)
225hp (168kw)*
.187" (7ga or 4.6mm)
25° down to 90° up
25° down to 30° up

*Based on intermittent use

SPECIFICATIONS

Cutting Width
Overall Width
Overall Length
Cutting Height
Transport Clearance
Weight - Trailing
3pt
Semi mount
Semi mount swing
Cutting Capacity
Minimum Tractor Size
Blade Tip Speed - 540rpm
1000rpm
Blade Overlap
Gearbox Rating Outboard
Deck Thickness
Side Skirt Depth & Thickness
Hitch Type
Tractor PTO Speed
Deflectors



FX-209

9' (2.78m)
9.7' (2.96m)
13.5' (4.1m)
2"-13" (51mm-330mm)
11.5" (29.2cm)
2400lbs (1088kg)
2300lbs (1043kg)
2100lbs (952kg)
2860lbs (1297kg)
3" (7.6cm)
50hp (37.3kw)
17086fpm
7355fpm
4.75" (121mm)
210hp (157kw)
7ga (3/16", 4.6mm)
1/4" x 13.75" (6.35mm x 337mm)
Cat. II & III 3pt, semi mount swing
(13" left or right swing), trailing pull
540rpm or 1000rpm
Double chain front and rear



FX-107

7' (2.13m)
7.9' (2.43m)
14.5' (4.41m)
3"-12 7/8" (76mm-330mm)
10.5" (26.7cm)
2010lbs (912kg)
1980lbs (898kg)
3" (7.6cm)
50hp (37.3kw)
17086fpm
4.75" (121mm)
210hp (157kw)
7ga (3/16", 4.6mm)
1/4" x 13.75" (6.35mm x 337mm)
Cat. II & III 3pt, Cat. II quick hitch,
trailing pull
540rpm or 1000rpm
Double chain front and rear

OPTIONS - XH-1500 / XH-1000

540rpm Equal Angle hitch • Precision hitch • precision clevis hitch • Standard clevis hitch • 540rpm or 1000rpm drive packages • Severe duty tires • Foam filled severe duty tires • Solid laminated tires • Forklift tires • Towing hitch kit • Manual winch kit • Spool valve kit • Shredder blade kit • Wing walking axles • Safety lighting kit • Optional rubber guard kit for front edge & tool box kit.

OPTIONS - FX-315

The FX-315 can be equipped with stump jumpers or the Schulte exclusive Fixed Knife System • Forklift, aircraft or laminate tires • Optional double chains front and rear • Full belting front and rear • Residue distribution tailboard or a combination thereof • Optional 540rpm Equal Angle Hitch • 540rpm or 1000rpm CV driveline • Deck protection rings and variable position shrouding • Safety light kit.

OPTIONS - FX-1800 / FX-1200

Center walking axles • Through axles • Fixed knives • Aircraft tires • Solid laminated tires • Forklift tires • 4, 6 or 8 tire options • Single or double safety chains front and rear • Safety light kit • Standard clevis • Adjustable clevis • Precision hitch (Eliminates drawbar wear) • Solid tongue • Shredder blade kit • Equal Angle Hitch - Non CV drive 540rpm only • Tension Link • Leveling rod (Addition of second rod) • Strut mount for Flex Arm (Factory or field installed)

SCHULTE

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Sold By:



Agenda Item #1

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of the County Coordinator

UNAPPROVED MINUTES

September 1, 2020

The Kanabec County Board of Commissioners held a Regular Board Meeting via telephone/video conference call at 9:00am on Tuesday, September 1, 2020 pursuant to adjournment with the following Board Members present on-site: Gene Anderson, Kathi Ellis, Craig Smith, Dennis McNally, and Les Nielsen. Staff present on-site: County Coordinator Kris McNally, County Attorney Barbara McFadden and Recording Secretary Kelsey Schiferli.

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

The Chairperson led the assembly in the Pledge of Allegiance.

Action #1 – It was moved by Les Nielsen, seconded by Craig Smith and carried unanimously to approve the agenda with the following additions: Other Business - Approve East Central Regional Library (ECRL) Budget. 11:40am - Environmental Services Director Teresa Wickeham, Hazardous Waste Day Discussion.

Action #2 – It was moved by Gene Anderson, seconded by Les Nielsen and carried unanimously to approve the August 18, 2020 minutes as presented.

Action #3 – It was moved by Dennis McNally, seconded by Craig Smith and carried unanimously to recess the Board Meeting at 9:04am to a time immediately following the Public Health Board.

The Kanabec County Public Health Board met at 9:04am on Tuesday, September 1, 2020 pursuant to adjournment with the following Board Members present: Gene Anderson, Kathi Ellis, Craig Smith, Dennis McNally, and Les Nielsen. Public Health Director, Kathy Burski presented the Public Health Agenda.

Action #PH4 – It was moved by Craig Smith, seconded by Gene Anderson and carried unanimously to approve the Public Health Agenda with the following addition: Timber Trails request to approve 2021 Operating Grant.

Action #PH5– It was moved by Les Nielsen, seconded by Gene Anderson and carried unanimously to approve the following resolution:

Resolution #PH5 – 9/1/20

Health Promotion/RPC Resolution

WHEREAS the Community Health Director has received a resignation from the Health Promotions/Regional ATOD Prevention Coordinator, and

WHEREAS Kanabec County Community Health has a contract with the MN Department of Human Services to provide the Regional ATOD Prevention Coordinator for the East Central Region, and

WHEREAS the Community Health Director is requesting to refill the Health Promotions/Regional ATOD Prevention Coordinator position due to the resignation of Jenilee Telander.

THEREFORE BE IT RESOLVED that the Kanabec County Community Health Board authorizes the Community Health Director and the County Personnel Director to hire a full time Health Promotions/Regional ATOD Prevention Coordinator at Step A Range 13 at \$25.86 per hour and or the rate set by internal promotion, and to refill any subsequent position vacated to fill the current opening, and

BE IT FURTHER RESOLVED that the hours of work for this position be limited to those budgeted and approved via the Department of Human Services grant.

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

Resolution #PH6 – 9/1/20

RN to PHN Resolution

WHEREAS a Registered Nurse in the Adult Health area has completed her Bachelor of Nursing (BSN) degree, and

WHEREAS she is now a Certified Public Health Nurse, and

WHEREAS the Community Health Director is requesting to move the Nurse to a Certified Public Health Nurse position in order to utilize the scope of practice she is licensed to provide in the Public Health Nurse Clinic and other areas requiring this degree.

THEREFORE BE IT RESOLVED that the Kanabec County Community Health Board authorizes the Community Health Director and the County Personnel Director to promote

Mary Heins from an RN to a Certified Public Health Nurse at Step D Range 15 at \$33.25 per hour effective September 12.

Public Health Director Kathy Burski gave an update on COVID-19. Information only, no action was taken.

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

Resolution #PH7 – 9/1/20

Lakes and Pines Bus Lease Agreement Resolution

WHEREAS, Kanabec County, doing business as, Timber Trails Public Transit is providing transportation services for Lakes and Pines, CAC Inc. Head Start program; and

WHEREAS, due to the service provided, Timber Trails Public Transit has a need to lease the appropriate equipment, namely a bus, suited for the Head Start program from Lakes and Pines, CAC Inc. for one dollar (\$1.00); and

WHEREAS, the Transit Director and Community Health Administrator are recommending entering into a lease Agreement with Lakes and Pines, CAC Inc. for the Head Start bus.

THEREFORE BE IT RESOLVED, the Kanabec County Community Health Board approves the Community Health Administrator or Timber Trails Transit Director entering into a Lease Agreement with Lakes and Pines CAC Inc. for a 2017 Chevrolet/Express G3500 bus to provide Head Start transportation commencing September 1, 2020 through June 15, 2021.

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

Resolution #PH8 – 9/1/20

Year 2020-2021 Capital Bus Replacement

BE IT RESOLVED that Kanabec County enters into an Agreement with the State of Minnesota to purchase replacement bus(s)

BE IT FURTHER RESOLVED that Kanabec County agrees to provide a local share of up to 15 percent of the total operating cost and up to 20 percent of the total capital costs.

BE IT FURTHER RESOLVED that Kanabec County agrees to provide 100 percent of the local share necessary for expenses that exceed funds available from the State.

BE IT FURTHER RESOLVED that Kanabec County authorizes the Transit Director and/or Director Kanabec County Community Health to execute the aforementioned Agreement and any amendments thereto.

BE IT FURTHER RESOLVED prior to entering into a contract to purchase, the Transit Director and/or Director of Kanabec County Community Health bring forth any purchase agreement to the County Board for final approval.

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

Resolution #PH9 – 9/1/20

Contract Year 2020-2021 Public Transit Participation Grant Program (5311 – Operating)

BE IT RESOLVED that Kanabec County enters into an Agreement with the State of Minnesota to provide public transit service in Kanabec County

BE IT FURTHER RESOLVED that Kanabec County agrees to provide a local share of up to 15 percent of the total operating cost and up to 20 percent of the total capital costs.

BE IT FURTHER RESOLVED that Kanabec County agrees to provide 100 percent of the local share necessary for expenses that exceed funds available from the State.

BE IT FURTHER RESOLVED that Kanabec County authorizes the Transit Director and/or Director/CHS Administrator to execute the aforementioned Agreement and any amendments thereto.

Action #PH10 – It was moved by Les Nielsen, seconded by Craig Smith and carried unanimously to approve the payment of 46 claims totaling \$36,798.26 on Community Health Funds.

Action #PH11 – It was moved by Dennis McNally, seconded by Gene Anderson and carried unanimously to adjourn the Public Health Board at 9:41am and to meet again on October 6, 2020 at 9:05am.

The Board of Commissioners reconvened.

Doug Anderson, PERA Executive Director and Amy Strenge, PERA Policy Coordinator met with the County Board via WebEx to give a presentation regarding PERA. Information only, no action was taken.

10:31am – The Chairperson called for public comment three times. None Responded.

10:32am – The Chairperson closed public comment.

10:33am – The Board of Commissioners took a brief break.

10:35am – The Board of Commissioners reconvened.

Action #12 – It was moved by Gene Anderson, seconded by Craig Smith and carried unanimously to approve the following paid claims:

<u>Vendor</u>	<u>Amount</u>
Anne M Carlson Law Office PLLC	3,527.50
Card Services (Coborns)	59.37
City of Mora	1,556.01
East Central Energy	1,268.02
East Central Energy	220.76
East Central Reg Dev Commission	7.96
Kanabec County Auditor-Treas	5,319.25
Life Insurance Company of North America	648.10
Minnesota Energy Resources Corp	4,083.18
MNPEIP	148,043.38
Mora Municipal Utilities	816.78
Mora Public Schools	1,008.10
Office of MN.IT Services	1,300.00
Sun Life Financial	3,731.94
VSP Insurance Co	278.80
15 Claims Totaling:	<u><u>\$171,869.15</u></u>

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

Revenue Fund

<u>Vendor</u>	<u>Amount</u>
Anne M. Carlson Law Office, PLLC	648.00
Anne M. Carlson Law Office, PLLC	289.00
Anne M. Carlson Law Office, PLLC	8.50
Anne M. Carlson Law Office, PLLC	51.00
Anne M. Carlson Law Office, PLLC	136.00
Bachman, Fran	47.15
Bracewell, Earl	84.28
Captain Dans Crows Nest	550.00
Children's Hospitals and Clinics of MN-MCRC	914.00
Curtis, Michael	1,280.33

CW Technology	225.00
Dahl, Diana	333.00
DKN Construction	2,664.74
Driver and Vehicle Services	24.00
DS Solutions	494.00
East Central Exterminating	240.00
Election Systems & Software Inc	3,292.21
Emergency Automotive Technologies	7,123.58
Etter, Dave	86.60
Granite City Jobbing Co	203.90
Hallin, Ronald	88.92
Hoefert, Robert	966.57
Horizon Towing	450.99
Ideal Service Inc	945.50
IT SAVVY	22.30
Kanabec Publications	30.28
Labels Direct	81.75
Lexis Nexis	187.58
Manthie, Wendy	890.68
Marco Inc	477.00
Meta13	420.00
Metro Sales, Inc.	443.60
Milaca Chiropractic Center	80.00
Mora Bakery	75.00
Motorola Solutions	560.00
NARTEC Inc	360.92
Nelson, Jerald	508.30
Oak Gallery	27.47
O'Brien, Pat	90.66
Office Depot	19.37
Office Depot	24.89
Olson, Rhonda	84.28
PD's Embroidery	94.98
Quill	63.35
Ramsey County	1,445.00
Ratwik, Roszak & Maloney, PA	306.00
RS Eden	6.80
Rupp, Anderson, Squires & Waldspurger, PA	1,050.00
Sea Change Print Innovations	329.25
Springbrook Golf Course	550.00
St. Cloug State University	445.00

Stellar Services	274.18
Summit Companies	162.00
Summit Companies	99.00
Summit Food Service Management	7,540.70
Thomson-Reuters-West	588.30
UPS	16.13
Van Alst, Lillian	1,364.70
Visser, Maurice	866.53
Welia Health	15.00
Zamora, Ray	101.20
61 Claims Totaling:	<u>40,849.47</u>

Road & Bridge

Vendor	Amount
A+M Aggregate	3,864.14
Auto Value	3,011.66
Beaudry Oil & Propane	9,520.25
Bjorklund Companies	309,832.57
Central McGowan	231.91
Crysteel Truck Equipment	602.42
Diamond Mowers	1,026.00
Federated Co-ops	169.22
FS Solutions	429.31
Kanabec County Highway Department	90.00
Kanabec County Coordinator Department	88.32
Knife River Corp	3,651.16
Kroschel Land Surveyors	840.00
Marco	296.29
MN Dept of Transportation	1,381.73
Northern Safety	279.70
Northern States Supply	78.35
Office Depot	291.97
Rocon Paving	444.98
Roeschlein, Tom	1,024.00
Sanitary Systems	140.00
Summit Companies	849.00
USIC	760.00
Wiarcom	618.45
Yotter, Tim	249.99

Zahl-Petroleum Maintenance	322.00
26 Claims Totaling:	<u>340,093.42</u>

COVID & CARES Act

Vendor	Amount
Grainger	240.84
Oslin Lumber	45.23
Sea Change Print Innovations	485.25
3 Claims Totaling:	<u>45.23</u>

Action #14 – It was moved by Gene Anderson, seconded by Les Nielsen and carried unanimously to approve the following claims on SCORE Funds:

Resolution #14 – 9/1/20

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	\$4,337.80
Quality Disposal	\$3,990.60
Arthur Township	\$800.00
Total	\$9,128.40

Welia CEO, Randy Ulseth met with the County Board to officially request privatization of Welia Health.

Action #15 – It was moved by Craig Smith, seconded by Les Nielsen and carried unanimously to hold a public hearing regarding the potential privatization of Welia Health on Tuesday, September 29, 2020 at 6:00pm at a location to be determined by County Coordinator, Kris McNally.

The Board expressed consensus to form a negotiating committee for the potential privatization of Welia Health. The Chairperson appointed Dennis McNally, Les Nielsen and Barb McFadden to the negotiating committee.

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

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

Resolution #16 – 9/1/20

WHEREAS the Public Works Director has submitted an updated job description for the position of Heavy Equipment Operator III, and

WHEREAS the board has examined and evaluated the updated information, and

WHEREAS the board finds that the updates are largely clarifications rather than changes;

BE IT RESOLVED that it is the decision of the board to accept and approve the proposed changes in the Heavy Equipment Operator III job description, but that the changes in the job are not sufficient to warrant further review by the salary consultant and the position will retain its current rankings.

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

Resolution #17 – 9/1/20

WHEREAS there is a vacancy in the position of a HEO III, and

WHEREAS the board desires to refill this vacant position, and

THEREFORE BE IT RESOLVED that the County Board authorizes the Public Works Director and the County Personnel Director to hire a full time HEO III to refill the vacant position at Step A, Range 10 of the pay plan which is \$21.11 per hour or the rate set by rule for internal promotion, and

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

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

BE IT FURTHER RESOLVED that any HEO I vacancies that result from internal promotion be filled with HEO II.

The Board expressed consensus to allow GIS Technician, Ryan Carda to attend SSTS training from the University of Minnesota in Alexandria, following COVID safety guidelines.

Dennis McNally led a discussion regarding a violation of Ordinance #11, Waste Tires. Information only, no action was taken.

Chuck Cole met with the County Board to request to purchase part of 330 Forest Ave East. The Board expressed consensus to wait for an appraisal of the property before moving forward.

Environmental Services Supervisor, Teresa Wickeham met with the County Board to discuss matters concerning her department.

Action #18 – It was moved by Dennis McNally, seconded by Gene Anderson and carried unanimously to hold Household Hazardous Waste Clean Up Day on Saturday, October 10, 2020.

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

Resolution #19 - 9/1/20

WHEREAS, Kanabec County received \$ 1,992,345.00 in Cares Act Funding; and

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

WHEREAS, the Kanabec County Cares Act Committee has defined three focus areas for local relief: Social Services, Business & Non-Profits, and Government; and

WHEREAS, the Government focus area recommends the following expenditures (estimates) for approval using Cares Act funds:

\$ 8,200	Electrostatic sprayer to disinfect at all the buildings and for the vehicles (\$1800 backpack-3, \$700-4)
\$ 1,600	Electrostatic sprayer cleaner solvent buckets (each \$160 X 10)
\$ 4,550	Seat inserts for squad car back seats (replacement for cloth seats) \$650 ea X 7
\$ 2,100	Multifactor authentication fees set up
\$ 150	Multifactor authentication fees (monthly) \$5 per person per month (3-10 people) (Sept, Oct, Nov only)
\$15,980	Replace cloth chairs with vinyl chairs in waiting rooms & exam rooms in PH/FS (\$69 X 232)
\$ 1,630	20% Election grant match (county portion)
\$40,000	Additional firewalls (need 2)
	Motion sensing door units:

\$28,000 Openers (8 X \$3500) Public entrances- Highway, Courthouse, PH/FS
\$ 800 Buttons (waves) (4 X \$200) For the existing HC accessible systems

WHEREAS the Government focus area also reviewed and recommends approval of the \$863.42 of COVID-19 related expenses submitted by East Central Solid Waste Commission.

BE IT RESOLVED that the Kanabec County Board of Commissioners approves the expenditure request of the Cares Act Government Committee up to the amount of \$103,873.42.

The Board held a discussion regarding a Gambling Request from Pheasants Forever, Ramsey County Chapter. The Board expressed consensus to move this item to a future agenda in order to allow time to follow up with the requestors regarding compliance with the County Gambling Policy.

Action #20 – It was moved by Gene Anderson, seconded by Les Nielsen and carried unanimously to approve the following resolution:

Resolution #20 - 9/1/20

BE IT RESOLVED to appoint Wayne Zaudtke to the Planning Commission for a three year term commencing immediately and expiring 01/03/23.

The Board expressed consensus to re-advertise for vacancies on the Board of Adjustment and Emergency Medical Services Advisory Board.

The Board expressed consensus to table Commissioner Reports to the next meeting on September 15, 2020.

Action #21 – It was moved by Les Nielsen, seconded by Gene Anderson and carried unanimously to approve the 2021 East Central Regional Library (ECRL) Budget as presented.

Future agenda items: Waste Tire Ordinance, 330 Forest Ave Appraisal

Action #22 – It was moved by Les Nielsen, seconded by Craig Smith and carried unanimously to adjourn the meeting at 12:32pm. The Kanabec County Board of Commissioners will meet again for a budget work session on Tuesday, September 8, 2020 at 9:00am, and in regular session on Tuesday, September 15, 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>
Kanabec County Auditor HRA	2,022.26	HRA Deposits	Various
Mora Municipal Utilities	19,608.33	Utilities	Various
Spire Credit Union	4,980.37	See Below	
Verizon Wireless	4,683.40	Monthly Bill	Various
The Hartford Priority Accounts	2,188.91	Long Term Disability Premiums	Employee Benefits
Further	1,388.95	Admin Fees for May-Sept	HR
Midcontinent Communications	187.36	Monthly Bill	Various
VISA	4,493.20	See Below	
East Central Energy	268.30	Intersection Lighting	Highway
39 Claims Totaling:	<u><u>\$39,821.08</u></u>		
Spire Credit Union	164.03	Amazon/Face Masks	Unallocated - COVID
	55.98	Amazon/Face Shields	Unallocated - COVID
	32.70	Amazon/ Storage Bags	Unallocated - COVID
	19.75	Amazon/Office Supplies	IS
	37.57	ShopVT/Microsoft Guide	Assessor
	225.00	MAAO/Workshop	Assessor
	14.95	Amazon/Self Inking Stamp	Assessor
	48.40	Amazon/Office Supplies	Assessor
	232.02	Supplies Depot/Flushing System	Building Maintenance - COVID
	84.82	DK Hardware Supply	Building Maintenance - COVID
	55.29	Global Ind.Swivel Caster	Building Maintenance
	69.00	AnnaBee/Golf Scramble Auction	VSO
	35.98	Vistaprint/Business Cards	VSO
	13.95	Amazon Prime Membership	Sheriff

	116.79	Amazon/Office Supplies	Sheriff
	48.52	Amazon/Uniform Allowance KP	Sheriff
	19.86	Amazon/ Fingerprint Cleaner	Sheriff
	105.91	Coax Adapter/New Squads	Sheriff
	1,245.85	Arcadian Inc./Adapter	Sheriff
	495.00	SRO Training/Strom	Sheriff
	498.34	Arcadian Inc./Adapter	Sheriff - City
	39.95	Amazon/VIVO Monitor Stand	Jail
	64.38	Amazon/Inmate Comm	Jail
	10.99	Amazon/Inmate Medical	Jail
	30.00	Amazon/Inmate Medical	Jail
	44.92	Amazon/iPhone Case	Probation
	255.00	Univ of MN/Workshop	Highway
	111.96	Amazon/Office Supplies	Highway
	61.74	Amazon/iPad Keyboard Case	Highway
	69.99	Amazon/iPad Keyboard Case	Highway
	157.69	Worldpoint ECC Inc	Community Health
	39.62	Amazon/Office Supplies	Community Health
	5.99	Amazon/Exam Room Curtain	Community Health
	70.35	Walmart/Exam Room Curtains	Community Health
	75.00	EB MN Reg. for Conf	Community Health
	36.30	Availity Subscrop Fee	Community Health
	213.08	Eventbrite/Reg. for Conf.	Community Health
	30.26	Availity Subscrip Fee	Community Health
	43.44	Availity Subscrip Fee	Community Health
39 Claims Totaling:	<u>\$4,980.37</u>		

VISA

	-123.29	Late Fees Credit (June)	Auditor
	1,884.00	Northern Tool/Rooler Cabinet	Building Maintenance
	1,945.95	Amazon/Door Supplies	Building Maintenance
	365.56	American Flagpole/Flags	Building Maintenance
	325.99	Global Ind/LED Emergency Unit	Jail
	94.99	Global Ind/LED Emergency Unit	Jail
6 Claims Totaling:	<u>\$4,493.20</u>		

Agenda Item #3a

Regular Bills - Revenue Fund

Bills to be approved: 9/15/20

Department Name	Vendor	Amount	Purpose
911 EMERGENCY TELEPHONE SYSTEM	Granite Electronics	<u>1,254.24</u>	Service Call, Ogilvie Tower
		1,254.24	
AUDITOR	Kanabec County Recorder	46.00	Recorder Fee Correct TFLS Deed
AUDITOR	Marco	<u>62.68</u>	Headset Cable
		108.68	
BUILDINGS MAINTENANCE	Ace Hardware	9.59	Sheetrock Compound
BUILDINGS MAINTENANCE	DKN Construction	32,840.26	Courthouse Painting Project
BUILDINGS MAINTENANCE	East Central Exterminating	125.00	Service for the month of August
BUILDINGS MAINTENANCE	FBG Services Corporation	6,410.24	August 2020 Cleaning
BUILDINGS MAINTENANCE	G & N Enterprises	62.95	Lightbulbs & Glass Cleaner
BUILDINGS MAINTENANCE	Grainger	173.03	Ball Ornament, Multi-bit Screwdriver, Deadbolt
BUILDINGS MAINTENANCE	Granite City Jobbing	601.22	Paper Supplies & Soap
BUILDINGS MAINTENANCE	Handyman's Inc	81.48	Filters
BUILDINGS MAINTENANCE	MEI Total Elevator Solutions	1,014.58	Sep-Nov Quarterly Service
BUILDINGS MAINTENANCE	Quality Disposal Systems	388.36	Solid Waste Fees
BUILDINGS MAINTENANCE	Summit Companies	<u>1,200.00</u>	Annual Monitoring
		42,906.71	
COMPUTER EXPENSES	MNCCC	<u>100.75</u>	1st Qtr 2020 user Grp Mtg Exp
		100.75	
COUNTY COORDINATOR	Marco	62.68	Headset Cable

		<u>62.68</u>	
COUNTY CORONER	Ingebrand Funeral Home	<u>430.00</u>	Removal & Transport
		430.00	
COUNTY EXTENSION	Krist, Laura	<u>119.40</u>	Reimbursement for Canva Annual Subscription
		119.40	
COUNTY RECORDER	Ameritech	173.55	Vital Records Paper
COUNTY RECORDER	Office Depot	<u>50.56</u>	Office Supplies
		224.11	
FORFEITED TAX SALE	Mora Area Chamber of Commerce	75.00	Membership Dues
FORFEITED TAX SALE	Southwest Regional Development Commis	<u>25.00</u>	MN Rural Broadband Coalition Day at the Capitol
		100.00	
ENVIRONMENTAL SERVICES	Carda, Ryan	<u>310.00</u>	Reimbursement for U of M SSTS Inspecting On Site Systems
		310.00	
FORFEITED TAX SALE	Kanabec Publications	<u>1,034.25</u>	TF Sale Notice
		1,034.25	
HUMAN RESOURCES	ECM Publishers	<u>609.00</u>	Employment Ads
		609.00	
INFORMATION SYSTEMS	CW Technology	1,209.40	Monthly Services
INFORMATION SYSTEMS	Marco	62.72	Headset Cable
INFORMATION SYSTEMS	Marco	<u>3,203.65</u>	Phone Lease
		4,475.77	
PROBATION & JUVENILE PLACEMENT	Minnesota Monitoring, Inc.	<u>805.00</u>	REAM Grant Aug 2020
		805.00	

PUBLIC TRANSPORTATION	Auto Value Mora	71.33	Bus Parts
PUBLIC TRANSPORTATION	Curtis, Michael	1,251.58	Volunteer Mileage
PUBLIC TRANSPORTATION	Glen's Tire	801.86	Bus Repairs, Tires, Oil
PUBLIC TRANSPORTATION	Hoefert, Robert	1,355.85	Volunteer Mileage
PUBLIC TRANSPORTATION	Kanabec Publications	774.00	Advertising
PUBLIC TRANSPORTATION	Manthie, Wendy	873.43	Volunteer Mileage
PUBLIC TRANSPORTATION	Marco	134.68	Printer Contracts
PUBLIC TRANSPORTATION	Nelson, Ronette	270.83	Volunteer Mileage
PUBLIC TRANSPORTATION	Quality Disposal Systems	24.15	August Service
PUBLIC TRANSPORTATION	Van Alst, Lillian	1,317.90	Volunteer Mileage
PUBLIC TRANSPORTATION	Visser, Maurice	720.27	Volunteer Mileage
PUBLIC TRANSPORTATION	Zamora, Ray	121.90	Volunteer Mileage
		7,717.78	
SHERIFF	BlueStar Graphics	2,375.00	Polic Graphic New Squads
SHERIFF	Braham Motor Service Inc	86.12	Replaced Battery, Belt
SHERIFF	Cambridge Medical Center	1,285.40	Victim Sexual Assult Exam
SHERIFF	Emergency Automotive Technologies	3,219.06	New Squads, gamber armrest, spotlight
SHERIFF	Horizon Towing	318.67	Hay Rake
SHERIFF	Johnsons Hardware & Rental	22.99	Drill Bit Aircraft
SHERIFF	Minnesota Sheriffs' Association	240.00	Civil Process Training
SHERIFF	Office Depot	379.03	Office Supplies
SHERIFF	O'Reilly Auto Parts	19.95	New Squads, mirror mount, mirror adhsv
SHERIFF	Tinker & Larson Inc	1,095.45	Oil Changes, Repairs
SHERIFF	UPS	21.31	UPS
SHERIFF	Watch Guard	10,490.00	Squad Cameras
		19,552.98	
SHERIFF - CITY OF MORA	Tinker & Larson Inc	98.75	Oil Changes, Repairs
		98.75	

SHERIFF - JAIL/DISPATCH	Advanced Correctional Healthcare	15,702.18	On Site Medical Services
SHERIFF - JAIL/DISPATCH	Ace Hardware	22.99	Roll Wire
SHERIFF - JAIL/DISPATCH	FBG Services Corporation	584.80	August 2020 Cleaning
SHERIFF - JAIL/DISPATCH	Handyman's Inc	238.08	Filters
SHERIFF - JAIL/DISPATCH	Mattson Electric	300.00	Service Call
SHERIFF - JAIL/DISPATCH	Quality Disposal Systems	199.35	August Service
SHERIFF - JAIL/DISPATCH	Stellar Services	244.24	Canteen
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	3,770.50	Inmate Meals
		21,062.14	
UNALLOCATED	Clifton Larson Allen	16,337.25	FY2019 Audit Services
UNALLOCATED	Grand Event Center	250.00	Reservation for Hospital Privatization Public Hearing
UNALLOCATED	Kanabec Publications	574.35	Committee Vacancy Ads & Board Minutes
UNALLOCATED	Kanabec Soil & Water Cons.	1,534.89	AIS 2019 Q1 & Q2 Staff Time, Fair Booth Rental
UNALLOCATED	MN Counties Insurance Trust	134.00	DP Update Prop/Cas
		18,830.49	
VETERAN SERVICES	Marco	62.68	Headset Cable
		62.68	
WELFARE	Marco	125.36	Headset Cable
		125.36	
69 Claims Totaling:		119,990.77	

Agenda Item #3

Regular Bills - item b. Road & Bridge

Bills to be approved: 9/15/20

Vendor	Amount	Purpose
A & M Aggregate	142.45	Gravel
Ace Hardware	394.84	Shop Supplies
Advanced Tracking Tech	24.00	Trackers
Allen Precision Equipment	769.00	Magnetic Locator
Ameripride	465.81	Uniforms and Services
Bjorklund Companies	7,829.05	Gravel
Brock White Company	119.70	Repair Parts
Corrpro	1,216.00	Tank Inspection
Diamond Mowers	121.41	Repair Parts
Fluegge's Ag	475.00	Repair Parts
Glens Tire	58.50	Tire Repair
Gopher State One-Call	66.15	Locates
Jim's Equipment	300.00	Shipping
Kanabec County Petty Cash	52.50	Postage
Kwik Trip Inc.	99.36	Fuel
Marco	3,203.65	Phones
Midstates	33,423.38	Crack Sealer
MN Dept of Transportation	698.12	Material Testing
Newman Traffic Signs	4,344.56	Signs
Oak Gallery	118.47	Shipping
Office Depot	73.86	Office Supplies
Owens Auto Parts	475.44	Repair Parts
Pomp's Tire Service	4,458.80	Tires
Power Plan	32.00	Repair Parts
Quality Disposal	164.25	Garbage Pickup
Sharrow Lifting Products	414.62	Hoist Inspection
USIC Locating	110.00	Locates
Wiarcom, Inc	203.55	Vehicle Monitoring

28

Claims Totaling: 59,854.47

Agenda Item #3c

Regular Bills - COVID & CARES Act Claims

Bills to be approved: 8/18/20

Department Name	Vendor	Amount	Purpose
Building Maintenance, COVID-19 Grant	Ace Hardware	<u>299.90</u>	Plexiglass, 10
		299.90	
Cares Act COVID-19 Grant	Braham Public Schools	6,000.00	Funds to purchase desks
Cares Act COVID-19 Grant	Clifton Larson Allen	615.00	Consulting on CARES Act through 8/25/20
Cares Act COVID-19 Grant	ITSavvy	<u>8,285.00</u>	Purchase of 10 replacement laptops
		14,900.00	
EDA CARES Act COVID-19 Fed Grant	Central MN Jobs & Training Services	2,000.00	Pandemic Relief Grant Award processed by EDA
EDA CARES Act COVID-19 Fed Grant	Kanabec Area Chamber of Commerce	1,000.00	Pandemic Relief Grant Award processed by EDA
EDA CARES Act COVID-19 Fed Grant	NorthPost, Inc.	5,000.00	Pandemic Relief Grant Award processed by EDA
EDA CARES Act COVID-19 Fed Grant	Paradise Theater	7,000.00	Pandemic Relief Grant Award processed by EDA
EDA CARES Act COVID-19 Fed Grant	PHASE-Industries	10,000.00	Pandemic Relief Grant Award processed by EDA
EDA CARES Act COVID-19 Fed Grant	Zion Lutheran Church & Preschool	<u>3,000.00</u>	Pandemic Relief Grant Award processed by EDA
		28,000.00	
Family Svcs CARES Act COVID-19 Fed Grant	East Central Energy	556.37	CARES Funding 2020-2
Family Svcs CARES Act COVID-19 Fed Grant	Heikes, Greg (landlord)	600.00	CARES Funding 2020-2
Family Svcs CARES Act COVID-19 Fed Grant	Kanabec Publications	<u>210.00</u>	CARES Act Ad
		1,366.37	
13 Claims Totaling:		<u>44,566.27</u>	

Agenda Item #4

September 15, 2020

REQUEST FOR BOARD ACTION

a. Subject: CARES Act Government Committee Funding Request #3	b. Origination: Coronavirus Relief Fund
c. Estimated time: 10 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Resolution #__ - 9/15/20

WHEREAS, Kanabec County received \$ 1,992,345.00 in Cares Act Funding; and

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

WHEREAS, the Kanabec County Cares Act Committee has defined three focus areas for local relief: Social Services, Business & Non-Profits, and Government; and

WHEREAS, the Government focus area recommends the following expenditures (estimates) for approval using Cares Act funds:

\$ 17,059	Livescan System with mugshots for the jail
\$ 800	Cybersecurity training library subscription for Sept-Dec 2020

WHEREAS, the Government focus area also recommends partially funding the request of the Braham Public Schools for the purchase of desks in the amount of \$6,000;

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners approves the expenditure request of the Cares Act Government Committee up to the amount of \$23,859.

f. Background:

Braham Schools is not a home-county school district, but is the third largest district in Kanabec County and 14.6% of the value of the Braham School District lies within Kanabec County based on the net tax capacity for PY2020, therefore the committee recommended partial funding of the request for \$12,145.50. Braham School District had previously converted to tables for their students and now needs to purchase desks to allow for social distancing in the classrooms due to COVID-19.

Supporting Documents: None **Attached:** ☒

Date received in County Coordinators Office:

Coordinators Comments:

Pricing

Qty.	Item Description	Unit Price	Extended Price
	Desktop Livescan System w/mugshots		
	Components Included:		
1	CrossMatch Lscan 1000 (w/palms)		
1	Dell Precision 3431 w/24" Monitor		
1	Includes submission to MN BCA		
1	Livescan Plus Software		
1	Surge Protector		
1	UPS		
	Installation & Training		
	Freight		
	One Year Warranty		
	Baseline Cost w/one year warranty	\$ 16,025.80	\$ 16,025.80
	24/7 Annual Maintenance Starting Year two		\$ 2,243.61
	Modifications from Baseline		
1	Digital SLR Camera and mugshot module	\$ 1,033.00	\$ 1,033.00
	24/7 Annual Maintenance Starting Year two		\$ 114.62
1	Total Cost w/one year warranty	\$ 17,058.80	\$ 17,058.80
	24/7 Annual Maintenance Starting Year two		\$ 2,388.23
	Pre-Paid Warranty Options		Cost
	Livescan + 24/7 Warranty/Maintenance Year 2		\$ 19,327.62
	Livescan + 24/7 Warranty/Maintenance Year 2-3		\$ 21,477.03
	Livescan + 24/7 Warranty/Maintenance Year 2-4		\$ 23,507.03
	Livescan + 24/7 Warranty/Maintenance Year 2-5		\$ 25,417.61
	<i>Pre-paid options include a progressive discount on maintenance.</i>		
	Notes		
	Agency is responsible for all electrical and network connections.		
	DataWorks assumes that NIST compliant lighting and an 18% grayscale backdrop are available.		

DataWorks Plus • 728 North Pleasantburg Drive • Greenville, SC 29607 • 864-672-2780



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 MANSFIELD, OH 44903
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QUOTE

Quote Number : 7792683380 (Ver. 1) . Page 1 of 1
 Effective Date : 24-AUG-2020
 Expiration Date : 19-NOV-2020
 Sales Rep : MATSEN, KYLE
 Phone :
 Email : kyle.matsen@schoolspecialty.com
 Customer No. : 416349
 Ship To : BRAHAM SCHOOL DISTRICT 314
 531 ELMHURST AVE S
 BRAHAM MN 55006-3105
 Ship To Attn : NICKIE NELSON
 Bill To : BRAHAM SCHOOL DISTRICT 314
 531 ELMHURST AVE S
 BRAHAM MN 55006-3105

Supplier Lead Time :
 Invoice Terms : 30 NET
 Free Shipping : Yes
 Delivery Method : Inside
 Location : One Location
 Installation : By Customer

Notes: **PRICED PER CONTRACT #IFB018-D, AEPA**

Qty	Ordered Item Number	SSI Item Number	Description	Net Price	Ext. Price
150		1426979	DESK - CS CONTEMPORARY OPEN FRONT - 18X24 LAMINATE TOP W/ BLACK LOCKEDGE - 22 - 31 ADJ HEIGHT - BLACK UPPER - CHROME INSERT - SPECIFY TOP COLOR - SPECIFY BOOK BOX COLOR OPTION CLASS - CS CONTEMPORARY LAMINATE TOP COLOR OPTION GRAY NEBULA (PP) - CLASSROOM SELECT OPTION CLASS - CS CONTEMPORARY OPEN FRONT BOOK BOX COLOR OPTION BLACK (PP1) - CLASSROOM SELECT	80.97	12145.50

Sub Total : \$12145.50
 Tax : \$0.00
 Shipping & Handling : \$0.00
 Total : \$12145.50

Agenda Item #5

September 15, 2020

REQUEST FOR BOARD ACTION

a. Subject: Bruley Stipulation	b. Origination: County Attorney
c. Estimated time: 10 minutes	d. Presenter(s): Barb McFadden, County Attorney

e. Board action requested:

Resolution # _____-9/15/20

WHEREAS, the County of Kanabec has been named as a Respondent in a Petition to Vacate (Public Road) (northeasterly parcel of Sorenson's Addition, 33 feet wide by 145 feet bounded on the north by Knife Lake shoreline);

WHEREAS, due diligence has been performed on the issue at hand and an agreement reached with Petitioner Kirsten Bruley; and

WHEREAS, the attorneys involved have drafted a JOINT STIPULATION OF PETITIONER AND RESPONDENT COUNTY OF KANABEC.

THEREFORE BE IT RESOLVED, that the Kanabec County Board of Commissioners hereby approves the JOINT STIPULATION OF PETITIONER AND RESPONDENT COUNTY OF KANABEC.

BE IT FURTHER RESOLVED that the County Attorney is granted the authority to sign on behalf of the County as its attorney of record in this case.

f. Background:

Supporting Documents: None **Attached:** ☒

Date received in County Coordinators Office:	9/9/20
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Coordinators Comments:

None

**STATE OF MINNESOTA
COUNTY OF KANABEC**

**DISTRICT COURT
TENTH JUDICIAL DISTRICT**

Case Type: Civil Other/Miscellaneous

Court File No. _____

Kirsten Bruley,

Petitioner,

vs.

**JOINT STIPULATION OF
PETITIONER AND
RESPONDENT COUNTY OF
KANABEC**

The County of Kanabec; and all other persons
unknown claiming any right, title, estate, interest, or
lien in the real estate described in the Petition
herein,

Respondents

Petitioner Kirsten Bruley and Respondent County of Kanabec, by and through their counsel of
record, hereby stipulate to the following.

1. **Petitioner.** Petitioner Kirsten Bruley, a married person, is the owner of real property located in Kanabec County, Minnesota, having a street address of 2086 Point Trail, Mora, MN 55051-6536, bearing parcel identification number 10.02860.00, and having the following legal description: Lot One (1), Sorenson's Addition in Section Two (2), Township Forty (40), Range Twenty-four 24, Kanabec County, Minnesota (herein, "Lot 1").
2. **Kanabec County.** Kanabec County is a political subdivision of the State of Minnesota, having its principal offices at 18 North Vine Street, Mora, MN, **55051**.
3. **State of Minnesota.** Petitioner provided notice of the Petition by certified mail upon the Commissioner of Natural Resources as shown by the August 4, 2020, Admission of Service by the Minnesota Attorney General filed of record herein on August 12, 2020.
4. **Sorenson's Plat.** Lot 1 is situated in the plat of Sorenson's Addition to Kanabec County. The Plat was dedicated on June 10, 1958 by P.C. Sorenson and Marie Leona Sorenson, married to each other. It was approved and accepted by the Kanabec County Board of

Commissioners on June 10, 1958. It thereafter was recorded in the Office of the Kanabec County Register on June 21, 1958, as Document No. 32259.

5. **Ownership.** The Plat was created pursuant to Chapter 505 of Minnesota Statutes 1957. It is the position of Petitioner that by virtue of acceptance of the Plat by the Kanabec County Board of Commissioners, the then-current version of Minn. Stat. 505.01 reading as follows vested ownership of the Adjacent Lot in the County of Kanabec.

Plats of land may be made in accordance with the provisions of this chapter, and, when so made and recorded, every donation to the public or any person or corporation noted thereon shall operate to convey the fee of all land so donated for the uses and purposes named or intended, with the same effect, upon the donor and his heirs, and in favor of the donee, as though such land were conveyed by warranty deed. Land donated for any public use in any municipality shall be held in the corporate name in trust for the purposes set forth or intended.

6. **Petition to Vacate.** Petitioner seeks vacation of an unused and unimproved parcel of land lying immediately easterly of and adjacent to Lot 1. It is designated on the Plat as a "Public Road" (herein, the "Adjacent Parcel.")
7. **The Adjacent Parcel.** The Adjacent Parcel is the northeasterly parcel in the Plat. It is approximately 33 feet wide by 145 feet, more or less, and bounded on the north by the shoreline of Knife Lake. It is accessible only by a gravel public road known as Point Trail, and not by any other public access. No land within the Plat lies easterly of the Adjacent Lot.

The legal description proposed by Petitioner's Licensed Land Surveyor is the following:

That part of the 33-foot-wide Public Road as shown on the recorded plat of Sorenson's Addition, Kanabec County, Minnesota, described as follows:

Beginning at the southeast corner of Lot 1 of said plat; thence east along the easterly extension of the south line of said Lot 1 a distance of 33 feet to the east line of said plat; thence north along the east line of said plat to the shoreline of Knife Lake; thence west along said shoreline 33 feet to the east line of said Lot 1; thence south along the east line of said Lot 1 to the point of beginning.

8. **No Public Use.** At no time since the dedication of the Plat has Kanabec County established the Adjacent Parcel as a public road. Nor at any time since dedication of the Plat has the Adjacent Parcel been maintained by the County or any other governmental authority, or used

for any public use. The Adjacent Parcel is, and has been since dedication of the Plat, useless for the purpose of a public road, and neither serves, nor is capable of serving, any valuable purpose.

9. **Petitioner's Interest.** When dedicating the Plat, the original platters, P.C. Sorenson and Leona Marie Sorenson, are presumed as a matter of law to have intended to part with title to the Adjacent Parcel in favor of the owner of abutting Lot 1. Thus, upon vacation, title to the Adjacent Parcel shall pass to Petitioner, and Petitioner only.
10. **Taxes.** All real estate taxes assessed against Lot 1 have been paid by Petitioner as of the date of this Stipulation.
11. **Owners / Occupants.** To the best of the County's knowledge, no persons owning or occupying land within or adjacent to the Adjacent Parcel are affected by the proposed vacation. The Court shall hold a hearing for persons owning or occupying land that would be affected by the proposed vacation to be heard.
 - A. Petitioner shall publish and post notice of such hearing as provided in Minn. Stat. §505.14 and shall serve notice of the hearing upon the Commissioner of Natural Resources.
 - B. Petitioner shall provide written notice at least two weeks prior to the hearing to owners and occupants of all lots within the Plat by uncertified U.S. mail directed to the owner or real estate taxpayer of record in the Office of the Kanabec County Assessor
12. **Damages.** The vacation of the Adjacent Parcel will cause Kanabec County no damages.
13. **Consent.** Kanabec County, as and for its interests, whatever they be, hereby consents to the vacation of its interest in the Adjacent Parcel.

Dated this September 8, 2020.

Lutter, Gilbert & Kvas, LLC

/s/ Wayne E. Gilbert
Attorney for Petitioner

2113 Cliff Drive
Eagan, MN 55122
Attorney Registration No. 003472
Telephone: (651)-422-6693
Facsimile: (651)-452-8316
e-mail: wayne@lgklegal.com

Date this September 8, 2020

/s/ Barbara McFadden

Barbara McFadden
Kanabec County Attorney
18 North Vine Street #202
Mora, MN 55051
(320) 679-6425
barbara.mcfadden@co.kanabec.mn.us
Attorney Registration No. 0277927

Agenda Item #6

September 15, 2020

REQUEST FOR BOARD ACTION

a. Subject: Hospital Privatization	b. Origination: Welia Health
c. Estimated time: 10 minutes	d. Presenter(s): Commissioner Smith

e. Board action requested:

f. Background:

Supporting Documents: None ☒ **Attached:**

Date received in County Coordinators Office:

Coordinators Comments: