



Kanabec County Board of Commissioners

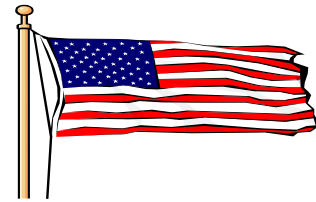
Regular Meeting Agenda The Meeting of December 21, 2021

- Due to COVID-19 safety protocol, this meeting will be in-person and via WebEx (video/phone conference)
- The public may join the meeting via WebEx or in-person at the meeting room.
- If attending the meeting in-person, the total number of persons (including commissioners) 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: 2488 737 8821



Video Meeting link:

<https://kanabecounty.webex.com/kanabecounty/j.php?MTID=mdbd35e2f1501cf44ce3f5c74fc0d76d9>

Meeting number: 2488 737 8821

Password: Bn3icyZWa83

To be held at:

**Kanabec County Courthouse
Basement Training Rooms 3 & 4
18 North Vine Street
Mora, MN 55051**

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

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

- 9:00am a. Pledge of Allegiance
b. Agenda approval
- 9:05am Recess County Board to a time immediately following the FSB.
Family Services Board
- 9:30am Kathy Burski, Public Health Director-Discussion of Nurse Replacement and COVID Grant Funded Nurse Position
- 9:40am Helen Pieper, Transit Director- Resolution for Transit Building Lease Agreement
- 9:50am Barb McFadden, County Attorney- a. Resolution to Accept Opioid Settlement
b. Resolutions to Accept Prosecution Contracts
1. City of Braham
2. City of Ogilvie
- 10:00am Karen McClellan, Deputy Auditor Tax II – Resolution to Accept the MCCC agreement
- 10:05am Kim Christenson, HR Specialist- a. 2022 Non-Union Employee Wages
b. 2022 Homemaker Wages
c. 2022 Commissioner Wages
d. Approve Updated Job Description Rankings for:
i. Jail Sergeant

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*

ii. Correctional Officer/Dispatcher

iii. Jail Programmer

10:15am Heidi Steinmetz, EDA Director – Broadband Update and Press Release Request

10:30am Public Comment

Telephone call-in number for public comment: 1-408-418-9388 Access code: 2488 737 8821

10:45am Barb Barnes, Kanabec History Center Executive Director- Request to Put Item on the Ballot for the Upcoming General Election (2022) Pursuant to MN Statute 138.052

11:15am Kelly Schmitt, PSAP Administrator/Emergency Management Director- Request for Resolution Authorizing Participation in Department of Public Safety's Hazard Mitigation Planning Process and Execution of Agreement

11:25am Ryan Carda, Environmental Services/GIS Tech- Ordinance #11 Proposed Revisions and Adoption of Revised Ordinance

11:40am Chad Gramentz, Public Works

Other business to be conducted as time is available:

1. Minutes

a. Regular Minutes, December 7, 2021

b. Truth in Taxation Minutes, December 9, 2021

2. Paid Bills

3. Regular Bills

a. Revenue Fund

b. Road & Bridge Fund

4. Donation Acknowledgement – Knife Lake Concrete

5. Resolution to Adopt the Kanabec County 2022 Final Budget and Levy

6. Consider a Resolution to Hold a Special Election to Fill a Vacancy on the Board of County Commissioners

7. Discuss Filling Some of the Existing Board Committee Vacancies

8. Resolution to Approve Collective Bargaining Agreements

a. Law Enforcement Labor Services, Inc. Local 107

b. Minnesota Teamsters Public and Law Enforcement Employees' Union, Local 320

9. AIS Grant Administration

10. Future Agenda Items

11. Discuss any other matters that may come before the County Board

ADJOURN

Kanabec County Family Services

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

Kanabec County Family Services Board Agenda December 21, 2021 9:05 a.m.

- | | |
|--|------------------|
| 1. Agenda Approval | Pg. 1 |
| 2. Director's Report | Pg. 2 |
| - Staffing –Eligibility Worker and Social Worker positions | |
| - Ongoing Number of Children in Placement | |
| 3. 2022 Annual Contracts | |
| - Action requested | |
| - See attached contract list and resolutions | Pg. 3-6 |
| 4. FYI Annual GRH Provider List | |
| -See attached provider list | Pg. 7 |
| 5. Welfare Fund Report | |
| -See attached report | Pg. 8 |
| 6. Financial Report | |
| -See attached report | Pg. 9-10 |
| 7. Abstract Approval | |
| -See attached abstract and board vendor paid list | Pg. 11-15 |
| 8. Other Business | |
| 9. Adjourn | |

Family Service Director's Report

December, 2021

Staffing

The Mental Health Social Worker who resigned will be replaced by Abby Malecha. Mistea Roeschlein will move to the Eligibility Worker position to fill the opening created by Lisa Goranson's promotion. We will refill the budgeted Case Aide position in January.

Ongoing Update on Number of Children in Placement

Last month we had 18 children in our care in out of home placements. We have 18 children in care this month compared to 12 last year for the same month.

2022 Annual Contracts Consent Agenda

1. Kanabec County Family Services and Dr. Paul Richardson for psych services
2. Kanabec County Family Services and Karissa Ignieszewski for psych evaluations and medication management
3. Kanabec County Family Services and Mille Lacs County for psychiatric services.
4. Kanabec County Family Services and Jenny Bliss for psych evaluations and individual counseling.
5. Kanabec County Family Services and Pine County for psychiatric services.
6. Kanabec County Family Services and Region 7E for Regional Adult Mental Health Outpatient Medication Management services.
7. Kanabec County Family Services and Central MN Mental Health Center for detox services

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Consent Agenda Resolutions

Resolution # FS - 12/21/2021

Psychiatric Services Contract – Dr. Paul Richardson

WHEREAS, the Family Services Agency does contract for psychiatric services, and

WHEREAS, such a contract has been presented to the Kanabec County Board of Commissioners for the year 2022;

THEREFORE BE IT RESOLVED to approve an agreement for psychiatric services for the year 2022 with Dr. Paul Richardson for 4 hours per week at \$250 per hour for the time period January 1, 2022 through December 31, 2022.

Resolution # FS - 12/21/2021

Psychological Services Contract –Karissa Ignaszewski

WHEREAS, the Family Services Agency does contract for psychiatric evaluations and counseling services for the Region 7E Mental Health Project, and

WHEREAS, such a contract has been presented to the Kanabec County Board of Commissioners for a period beginning January 1, 2022 and ending December 31, 2022, and

WHEREAS, this position is fully funded by the Regional Adult Mental Health Initiative Funds;

THEREFORE BE IT RESOLVED to approve an agreement for psychiatric services for the period beginning January 1, 2022 and ending December 31, 2022 with Karissa Ignaszewski at the rate of \$92.65 not to exceed 416 hours quarterly.

Resolution #FS – 12/21/2021

Mille Lacs County Psychiatric Services Resolution

WHEREAS, Minn. Stat. §§235.461 through 235.486 and Minn. Stat. §§235.487 through 235.488 establishes the Minnesota Comprehensive Adult Mental Health Act and the Minnesota Comprehensive Children's Mental Health Act, respectively; and

WHEREAS, Mille Lacs County Community and Veterans Services wishes to secure the provision of Psychiatric Services from Kanabec County Family Services, and

Consent Agenda Resolutions

WHEREAS, Kanabec County Family Services is suitably qualified and desires to provide Psychiatric services for Mille Lacs County.

NOW, THEREFORE BE IT RESOLVED that the Kanabec County Human Services Board approves Kanabec County Family Services entering into an agreement for Psychiatric Services to commence January 1, 2022 through December 31, 2022 with Mille Lacs County.

Resolution # FS - 12/21/2021

Psychiatric Services Contract Jenny Bliss– resolution

WHEREAS, the Family Services Agency does contract for psychiatric evaluations and counseling services for the Region 7E Mental Health Project, and

WHEREAS, such a contract has been presented to the Kanabec County Board of Commissioners for a period beginning January 1, 2022 and ending December 31, 2022, and

WHEREAS, this position is fully funded by the Regional Adult Mental Health Initiative Funds;

THEREFORE BE IT RESOLVED to approve an agreement for psychiatric services for the period beginning January 1, 2022 and ending December 31, 2022 with Jenny Bliss at a rate of \$87.50 per hour not to exceed 390 hours per quarter.

Resolution #FS – 12/21/2021

Pine County Psychiatric Services Resolution

WHEREAS, Minn. Stat. §§235.461 through 235.486 and Minn. Stat. §§235.487 through 235.488 establishes the Minnesota Comprehensive Adult Mental Health Act and the Minnesota Comprehensive Children’s Mental Health Act, respectively; and

WHEREAS, Pine County health and Human Services wishes to secure the provision of Psychiatric Services from Kanabec County Family Services, and

WHEREAS, Kanabec County Family Services is suitably qualified and desires to provide Psychiatric services for Pine County.

NOW, THEREFORE BE IT RESOLVED that the Kanabec County Human Services Board approves Kanabec County Family Services entering into an agreement for

Consent Agenda Resolutions

Psychiatric Services to commence January 1, 2022 through December 31, 2022 with Pine County.

Resolution #FS – 12/21/2021

Regional AMHI Medication Management/Client Outreach Resolution

WHEREAS, the Region 7E Adult Mental Health Initiative has funds available to provide regional adult mental health outpatient medication management and client outreach services through management of the Region 7E's website, and

WHEREAS, Isanti County, as fiscal agent for the Regional Adult Mental Health Initiative (AMHI) is also the contracting entity and wishes to contract with Kanabec County, through its Family Services Agency to provide said medication management services and management of the Region 7E website, and

WHEREAS, Kanabec County Family Services is willing and able to provide said medication management services and management of the Region 7E website.

THEREFORE BE IT RESOLVED that the Kanabec County Family Services Board approves entering into an agreement with Isanti County, on behalf of the Region 7E Adult Mental Health Initiative for regional adult mental health outpatient medication management and client outreach services through management of the Region 7E mental health website for the period January 1, 2022 through December 31, 2022.

Resolution # FS - 12/21/2021

Detoxification Services – Central MN Mental Health Center

WHEREAS, Kanabec County Family Services contracts for detoxification services, and

WHEREAS, Central Minnesota Mental Health Center agrees to accept appropriate referrals from Kanabec County for the purpose of providing detoxification services, and

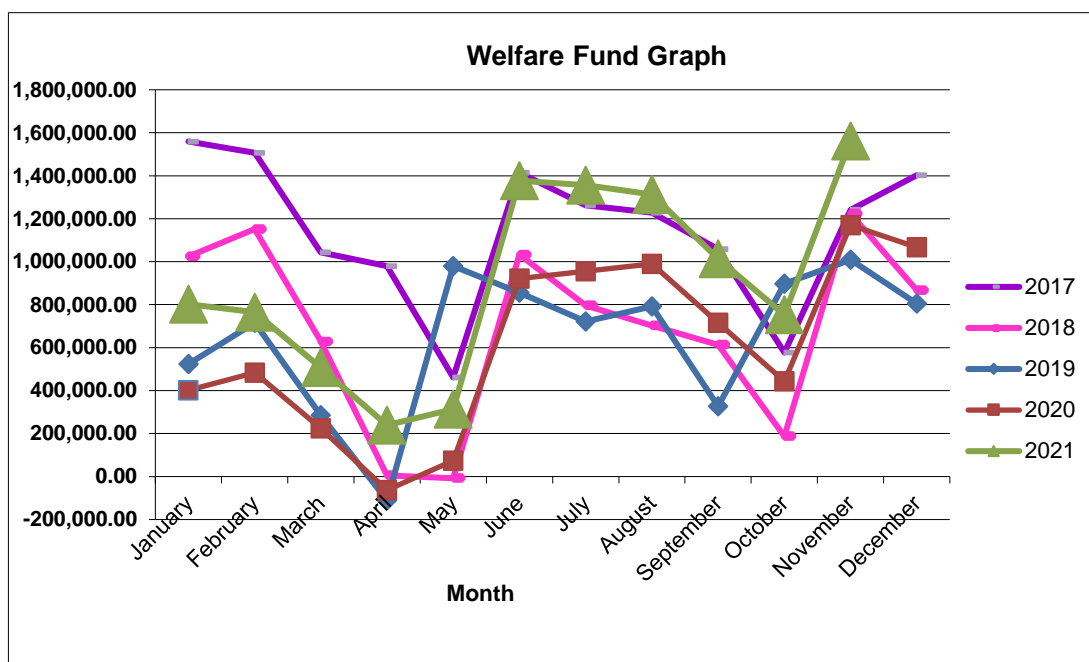
WHEREAS, such an agreement has been presented to the Kanabec County Board of Commissioners, for the year 2022;

THEREFORE BE IT RESOLVED to approve an agreement for detoxification services for the year 2022 at a daily rate of \$500.00 per client, with Central Minnesota Mental Health Center for the time period January 1, 2022 through December 31, 2022 and for the Health & Human Services Director to sign such Agreement.

Kanabec County Group Residential Housing Provider List 2022

| | |
|-----------------------------------|--|
| Better Avenues | Residential Svces Inc of NE MN (Nord) |
| Better Avenues 2 | Residential Svces Inc of NE MN |
| Dungarvin MN LLC. Ogilvie | Residential Svces Inc of NE MN |
| Dungarvin MN LLC. Woodmoor | River Bend Cottage |
| Eastwood Senior Living | Scandia Senior Care LLC |
| Lakes & Pines CAC Inc. | Taylor Schoumaker |
| Lakeside True Directions | Serenity Manor - True Directions Inc |
| Jennifer Miech | Signe & Olivias |
| Carol & Ernest Mohn | Thomas Foster Care |
| Shelly & Vince Pavlak | Villages of St. Clare Benedictine Living Community of Mora |
| Residential Svces Inc of NE MN | Volunteers of America |
| Residential Svces Inc of NE MN | Volunteers of America |
| Residential Svces Inc of NE MN | Volunteers of America |

| | 2017 | 2018 | 2019 | 2020 | 2021 |
|----------------------|---------------|--------------|--------------|--------------|---------------|
| January | 1,559,203.05 | 1,024,705.97 | 523,556.70 | 401,131.39 | 802,602.99 |
| February | 1,507,019.98 | 1,151,821.98 | 715,738.74 | 483,781.08 | 764,375.81 |
| March | 1,044,116.93 | 629,190.77 | 285,341.21 | 225,078.17 | 507,711.89 |
| April | 979,174.37 | 5,607.36 | -109,902.43 | -63,141.11 | 239,129.82 |
| May | 461,452.14 | -7,853.46 | 979,247.26 | 73,382.15 | 313,993.85 |
| June | 1,413,892.29 | 1,032,778.15 | 855,820.47 | 920,867.09 | 1,376,518.14 |
| July | 1,262,151.35 | 796,820.09 | 721,467.48 | 955,700.06 | 1,355,779.92 |
| August | 1,228,621.03 | 703,093.77 | 791,435.79 | 990,235.56 | 1,312,346.82 |
| September | 1,058,187.52 | 613,301.63 | 326,963.03 | 716,408.79 | 1,012,985.41 |
| October | 577,905.27 | 187,807.92 | 897,606.65 | 443,084.51 | 753,774.16 |
| November | 1,241,274.27 | 1,222,983.64 | 1,008,939.34 | 1,170,024.75 | 1,562,104.61 |
| December | 1,402,699.93 | 867,114.62 | 804,618.63 | 1,067,709.00 | |
| Totals | 13,735,698.13 | 8,227,372.44 | 7,800,832.87 | 7,384,261.44 | 10,001,323.42 |
| Averages | 1,144,641.51 | 685,614.37 | 650,069.41 | 615,355.12 | 909,211.22 |
| 6 month Avg. | 1,128,473.23 | 731,853.61 | 758,505.15 | 890,527.11 | 1,228,918.18 |
| Rolling 12 month Avg | 1,144,641.51 | 685,614.37 | 650,069.41 | 615,355.12 | 922,419.37 |



| Kanabec County Family Services - Board Financial Report | | | | Through November 2021 | | | | | | | | | | |
|---|---------------------|-------------|------------|-----------------------|-----------|-----------|-----------|-----------|------------|-----------|------------|-----------|-----------|-----------|
| | | | | | | | | | | | | | | |
| | Total year to date/ | | | 8.33% | 16.67% | 25.00% | 33.33% | 41.67% | 50.00% | 58.33% | 66.67% | 75.00% | 83.33% | 91.67% |
| Department | Budget | % of budget | Total | January | February | March | April | May | June | July | August | September | October | November |
| Income Main. Service | | | | | | | | | | | | | | |
| Exp | 689,139.00 | 91.44% | 630,139.21 | 51,854.59 | 63,387.07 | 80,380.32 | 51,877.25 | 54,027.63 | 51,235.29 | 72,153.99 | 51,381.65 | 51,681.54 | 51,288.36 | 50,871.52 |
| Rev | 385,501.00 | 77.80% | 299,926.46 | 10,047.98 | 56,794.47 | 10,047.98 | 9,841.60 | 59,709.01 | 9,841.60 | 18,219.50 | 49,176.71 | 10,179.50 | 10,111.92 | 55,956.19 |
| Tax | 295,906.00 | 84.92% | 251,289.66 | 4,747.06 | | | | | 149,146.42 | | | | | 97,396.18 |
| State Shared Rev | | | 15,074.68 | | | | | | | 12,718.29 | | | 2,356.39 | |
| Recoveries | | | | | | | | | | | | | | |
| Exp | 19,100.00 | 93.62% | 17,881.57 | 3,262.28 | 0.00 | 1,917.78 | 1,505.83 | 1,945.70 | 0.00 | 3,177.13 | 1,980.20 | 1,826.93 | 739.23 | 1,526.49 |
| Rev | 19,100.00 | 102.85% | 19,644.90 | 1,941.31 | 818.09 | 1,469.78 | 2,180.99 | 2,727.44 | 2,158.51 | 1,383.61 | 453.56 | 2,000.92 | 1,597.08 | 2,913.61 |
| Tax | 24,847.00 | 84.95% | 21,107.97 | 405.92 | | | | | 12,523.74 | | | | | 8,178.31 |
| State Shared Rev | | | 1,265.81 | | | | | | | 1,067.95 | | | 197.86 | |
| Burials | | | | | | | | | | | | | | |
| Exp | 25,000.00 | 62.13% | 15,531.26 | 0.00 | 863.01 | 1,800.00 | 5,400.00 | 0.00 | 832.00 | 1,896.25 | 0.00 | 0.00 | 2,940.00 | 1,800.00 |
| Rev | | | 0.00 | | | | | | | | | | | |
| Tax | | | 0.00 | | | | | | | | | | | |
| Child Support | | | | | | | | | | | | | | |
| Exp | 359,777.00 | 86.43% | 310,959.79 | 26,967.91 | 23,235.11 | 40,119.83 | 23,276.07 | 30,879.16 | 23,261.31 | 39,213.01 | 27,710.22 | 26,383.27 | 26,978.26 | 22,935.64 |
| Rev | 412,000.00 | 86.37% | 355,846.72 | 29,456.92 | 55,770.28 | 15,789.49 | 25,068.67 | 45,964.81 | 15,245.00 | 32,792.76 | 39,238.06 | 16,255.37 | 16,131.44 | 64,133.92 |
| Tax | | | | | | | | | | | | | | |
| MA Services | | | | | | | | | | | | | | |
| Exp | 483,900.00 | 105.32% | 509,630.63 | 37,587.78 | 21,091.85 | 70,538.34 | 48,621.27 | 52,283.14 | 27,984.09 | 31,741.07 | 108,155.63 | 26,342.54 | 60,063.41 | 25,221.51 |
| Rev | 418,000.00 | 128.81% | 538,408.39 | 59,053.49 | 31,205.13 | 73,017.31 | 29,650.19 | 50,174.73 | 119,238.91 | 12,378.04 | 57,546.93 | 27,106.94 | 55,909.55 | 23,127.17 |
| Tax | 64,151.00 | 84.93% | 54,486.29 | 1,037.36 | | | | | 32,334.03 | | | | | 21,114.90 |
| State Shared Rev | | | 3,268.10 | | | | | | | 2,757.25 | | | 510.85 | |
| Child Care | | | | | | | | | | | | | | |
| Exp | 230,950.00 | 67.93% | 156,895.62 | 31,466.06 | 8,840.21 | 14,748.44 | 6,901.63 | 7,805.52 | 9,107.12 | 6,512.87 | 7,901.92 | 14,305.16 | 32,122.84 | 17,183.85 |
| Rev | 229,768.00 | 82.87% | 190,415.26 | 858.00 | 745.00 | 77,369.00 | 585.00 | 74,117.26 | 739.00 | 768.00 | 5,117.00 | 652.00 | 619.00 | 28,846.00 |
| Tax | 1,129.00 | 85.01% | 959.79 | 18.79 | | | | | 569.26 | | | | | 371.74 |
| State Shared Rev | | | 57.53 | | | | | | | 48.54 | | | 8.99 | |
| Fraud | | | | | | | | | | | | | | |
| Exp | 75,704.00 | 86.16% | 65,227.71 | 5,930.22 | 5,953.80 | 5,865.82 | 6,436.80 | 5,865.81 | 5,942.53 | 8,342.25 | 5,874.81 | 5,901.89 | 5,865.82 | 3,247.96 |
| Rev | | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Tax | 73,863.00 | 84.92% | 62,721.74 | 1,180.19 | | | | | 37,229.68 | | | | | 24,311.87 |
| State Shared Rev | | | 3,762.92 | | | | | | | 3,174.72 | | | 588.20 | |
| Adult Services | | | | | | | | | | | | | | |
| Exp | 3,500.00 | 68.00% | 2,380.00 | 33.30 | 0.00 | 2,346.70 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Rev | 8,817.00 | 84.66% | 7,464.67 | 16.67 | 0.00 | 33.34 | 16.67 | 16.67 | 16.67 | 7,281.30 | 33.34 | 16.67 | 16.67 | 16.67 |
| Tax | | | | | | | | | | | | | | |
| Dev. Disability | | | | | | | | | | | | | | |
| Exp | 91,389.00 | 62.81% | 57,400.70 | 4,988.66 | 4,527.59 | 4,891.63 | 6,583.89 | 5,072.69 | 4,575.23 | 6,591.92 | 4,147.53 | 6,222.09 | 5,156.55 | 4,642.92 |
| Rev | 73,941.00 | 59.10% | 43,698.00 | 0.00 | 10,606.00 | 0.00 | 0.00 | 10,193.00 | 0.00 | 0.00 | 11,220.00 | 0.00 | 0.00 | 11,679.00 |
| Tax | 16,941.00 | 85.47% | 14,479.62 | 364.58 | | | | | 8,538.92 | | | | | 5,576.12 |
| State Shared Rev | | | 863.06 | | | | | | | 728.15 | | | 134.91 | |

| | | | | | | | | | | | | | | |
|-------------------------------|---------------------|---------------|---------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| Mental Health | | | | | | | | | | | | | | |
| Exp | 1,216,129.00 | 95.64% | 1,163,066.54 | 93,026.89 | 117,059.81 | 101,367.94 | 119,009.34 | 106,998.11 | 102,292.38 | 136,243.14 | 117,176.94 | 90,716.31 | 97,281.82 | 81,893.86 |
| Rev | 693,784.00 | 119.37% | 828,145.20 | 15,137.98 | 49,929.36 | 60,463.85 | 80,836.27 | 86,654.55 | 160,406.48 | 74,512.27 | 109,663.65 | 50,424.40 | 71,238.43 | 68,877.96 |
| Tax | 509,364.00 | 85.04% | 433,145.74 | 8,753.69 | | | | | 256,736.79 | | | | | 167,655.26 |
| State Shared Rev | | | 25,949.16 | | | | | | | 21,892.94 | | | 4,056.22 | |
| Chemical Dependency | | | | | | | | | | | | | | |
| Exp | 117,000.00 | 39.42% | 46,123.87 | 1,620.00 | 0.00 | 2,000.00 | 3,221.06 | 9,049.12 | 1,950.00 | 15,008.56 | 0.00 | 7,444.19 | 2,000.00 | 3,830.94 |
| Rev | 51,000.00 | 74.48% | 37,986.81 | 747.25 | 9,369.46 | 0.00 | 0.00 | 4,808.00 | 0.00 | 5,929.39 | 11,778.71 | 0.00 | 0.00 | 5,354.00 |
| Tax | 64,376.00 | 83.32% | 53,637.14 | 0.00 | | | | | 32,447.89 | | | | | 21,189.25 |
| State Shared Rev | | | | | | | | | | 2,766.96 | | | 512.65 | |
| Child Services | | | | | | | | | | | | | | |
| Exp | 567,262.00 | 85.07% | 482,592.28 | 34,279.23 | 31,007.16 | 70,623.34 | 33,885.81 | 36,506.28 | 57,560.39 | 50,175.79 | 37,884.79 | 63,915.27 | 34,773.05 | 31,981.17 |
| Rev | 341,681.00 | 91.79% | 313,616.31 | 9,327.07 | 41,967.49 | 10,063.28 | 11,010.79 | 39,587.93 | 19,088.81 | 63,855.62 | 56,556.10 | 6,800.38 | 5,767.88 | 49,590.96 |
| Tax | 220,009.00 | 85.57% | 188,257.28 | 4,950.02 | | | | | 110,892.08 | | | | | 72,415.18 |
| State Shared Rev | | | 11,208.20 | | | | | | | 9,456.20 | | | 1,752.00 | |
| Social Services | | | | | | | | | | | | | | |
| Exp | 1,278,208.00 | 88.19% | 1,127,233.25 | 95,243.93 | 94,909.96 | 92,572.30 | 94,967.91 | 96,107.29 | 98,883.14 | 148,172.51 | 107,350.53 | 99,475.63 | 99,194.62 | 100,355.43 |
| Rev | 1,061,420.00 | 104.96% | 1,114,115.22 | 50,849.88 | 115,773.01 | 54,655.76 | 48,133.99 | 133,888.52 | 46,115.99 | 300,751.25 | 123,859.82 | 53,832.48 | 52,602.34 | 133,652.18 |
| Tax | 211,426.00 | 84.86% | 179,410.54 | 3,254.91 | | | | | 106,565.69 | | | | | 69,589.94 |
| State Shared Rev | | | 10,770.92 | | | | | | | 9,087.27 | | | 1,683.65 | |
| Income Main. Admin | | | | | | | | | | | | | | |
| Exp | 88,074.00 | 87.47% | 77,036.38 | 6,530.06 | 6,527.64 | 6,439.62 | 6,676.63 | 7,348.64 | 6,394.63 | 9,783.55 | 6,705.25 | 6,870.03 | 7,054.82 | 6,705.51 |
| Rev | 52,372.00 | 81.75% | 42,815.27 | 1,235.14 | 8,716.90 | 1,235.14 | 1,456.56 | 8,035.68 | 2,465.56 | 1,251.66 | 8,339.70 | 1,251.66 | 1,243.84 | 7,583.43 |
| Tax | 34,786.00 | 84.79% | 29,494.05 | 511.19 | | | | | 17,533.24 | | | | | 11,449.62 |
| State Shared Rev | | | 1,772.13 | | | | | | | 1,495.12 | | | 277.01 | |
| Social Services Admin. | | | | | | | | | | | | | | |
| Exp | 301,984.00 | 77.84% | 235,063.88 | 22,485.54 | 23,816.23 | 23,972.50 | 22,073.56 | 21,509.27 | 16,835.68 | 29,430.39 | 18,710.48 | 20,256.79 | 18,944.34 | 17,029.10 |
| Rev | 65,000.00 | 88.58% | 57,574.00 | 0.00 | 14,854.00 | 0.00 | 0.00 | 13,296.00 | 0.00 | 0.00 | 12,933.00 | 0.00 | 0.00 | 16,491.00 |
| Tax | 231,078.00 | 84.96% | 196,332.74 | 3,803.66 | | | | | 116,470.84 | | | | | 76,058.24 |
| State Shared Rev | | | 11,772.06 | | | | | | | 9,931.92 | | | 1,840.14 | |
| FS Admin | | | | | | | | | | | | | | |
| Exp | 672,578.00 | 91.41% | 614,800.10 | 69,803.74 | 54,781.56 | 44,941.17 | 50,571.59 | 49,153.52 | 52,224.61 | 82,274.25 | 53,079.65 | 50,308.93 | 52,489.66 | 55,171.42 |
| Rev | 148,488.00 | 79.41% | 117,919.05 | 3,716.88 | 21,224.63 | 3,716.88 | 3,645.84 | 30,242.31 | 3,645.84 | 3,768.84 | 18,709.92 | 3,768.84 | 4,455.69 | 21,023.38 |
| Tax | 510,946.00 | 84.99% | 434,267.69 | 8,558.24 | | | | | 257,533.76 | | | | | 168,175.69 |
| State Shared Rev | | | 26,029.73 | | | | | | | 21,960.91 | | | 4,068.82 | |
| Agency Totals | | | | | | | | | | | | | | |
| Exp | 6,219,694.00 | 88.62% | 5,511,962.79 | 485,080.19 | 456,001.00 | 564,525.73 | 481,008.64 | 484,551.88 | 459,078.40 | 640,716.68 | 548,059.60 | 471,650.57 | 496,892.78 | 424,397.32 |
| Rev | 3,960,872.00 | 100.17% | 3,967,576.26 | 182,388.57 | 417,773.82 | 307,861.81 | 212,426.57 | 559,415.91 | 378,962.37 | 522,892.24 | 504,626.50 | 172,289.16 | 219,693.84 | 489,245.47 |
| Tax | 2,258,822.00 | 84.98% | 1,919,590.25 | 37,585.61 | 0.00 | 0.00 | 0.00 | 0.00 | 1,138,522.34 | 0.00 | 0.00 | 0.00 | 0.00 | 743,482.30 |
| State Shared Rev | | | 115,073.91 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 97,086.22 | 0.00 | 0.00 | 17,987.69 | 0.00 |
| Total Revenue | 6,219,694.00 | 96.50% | 5,887,166.51 | 219,974.18 | 417,773.82 | 307,861.81 | 212,426.57 | 559,415.91 | 1,517,484.71 | 619,978.46 | 504,626.50 | 172,289.16 | 237,681.53 | 1,232,727.77 |

Board Approval Report

SSIS pymt. batch #: 109040105

| Paid Cnty Vendor | | | | Total Payments | Total Amount |
|--|-----------------|-----------------|---------------|----------------|--------------|
| Bliss/Jenny, 000010784 | | | | 2 | 6,760.00 |
| Svc Description | Svc Code | Payments | Amount | | |
| Adult Outpatient Psychotherapy | 452 | 2 | 6,760.00 | | |
| Central Minnesota Jobs & Training, 000015800 | | | | 2 | 38,000.66 |
| Svc Description | Svc Code | Payments | Amount | | |
| Statewide MFIP Employment Services | 237 | 2 | 38,000.66 | | |
| Central Mn Mental Health Center, 000011298 | | | | 1 | 1,000.00 |
| Svc Description | Svc Code | Payments | Amount | | |
| Detoxification | 371 | 1 | 1,000.00 | | |
| Community Living Options, 000011478 | | | | 1 | 555.10 |
| Svc Description | Svc Code | Payments | Amount | | |
| Semi-Independent Living Services (SILS) | 534 | 1 | 555.10 | | |
| DHS STATE OPERATED SERVICES, 000011816 | | | | 12 | 18,940.50 |
| Svc Description | Svc Code | Payments | Amount | | |
| State-Operated Inpatient | 472 | 12 | 18,940.50 | | |
| Family Pathways, 000012298 | | | | 17 | 1,480.00 |
| Svc Description | Svc Code | Payments | Amount | | |
| Family-Based Counseling Services | 162 | 17 | 1,480.00 | | |
| Ignaszewski/Karissa, 000012959 | | | | 2 | 12,105.00 |
| Svc Description | Svc Code | Payments | Amount | | |
| Adult Outpatient Psychotherapy | 452 | 2 | 12,105.00 | | |
| Mora Public Schools, 000014770 | | | | 1 | 235.00 |
| Svc Description | Svc Code | Payments | Amount | | |
| Family Assessment Response Services | 164 | 1 | 235.00 | | |
| Nexus-Gerard Family Healing , LLC, 000012394 | | | | 1 | 9,789.60 |
| Svc Description | Svc Code | Payments | Amount | | |
| Children's Residential Treatment | 483 | 1 | 9,789.60 | | |
| Ogilvie Public School, 000015273 | | | | 3 | 160.00 |
| Svc Description | Svc Code | Payments | Amount | | |
| Adolescent Life Skills Training | 146 | 2 | 40.00 | | |
| Family Assessment Response Services | 164 | 1 | 120.00 | | |
| Options Residential, 000015334 | | | | 1 | 1,406.40 |
| Svc Description | Svc Code | Payments | Amount | | |
| Child Family Foster Care | 181 | 1 | 1,406.40 | | |
| PHASE, Inc., 000015579 | | | | 3 | 1,157.37 |
| Svc Description | Svc Code | Payments | Amount | | |
| Day Training and Habilitation | 566 | 2 | 773.37 | | |
| Transportation | 516 | 1 | 384.00 | | |
| Richardson MD/Paul T, 000016136 | | | | 2 | 5,045.00 |
| Svc Description | Svc Code | Payments | Amount | | |
| Adult Outpatient Psychotherapy | 452 | 2 | 5,045.00 | | |
| RSI, 000016246 | | | | 2 | 443.43 |
| Svc Description | Svc Code | Payments | Amount | | |
| Semi-Independent Living Services (SILS) | 534 | 2 | 443.43 | | |
| School District of New Richmond, 000017138 | | | | 1 | 132.25 |
| Svc Description | Svc Code | Payments | Amount | | |

Board Approval Report

| Paid Cnty Vendor | | | Total Payments | Total Amount |
|---|----------|----------|----------------|--------------|
| Family Assessment Response Services | 164 | 1 | 132.25 | |
| Village Ranch, Inc., 000017414 | | | 6 | 7,184.10 |
| Svc Description | Svc Code | Payments | Amount | |
| Child Family Foster Care | 181 | 6 | 7,184.10 | |
| Volunteers Of America, 000017460 | | | 4 | 3,743.56 |
| Svc Description | Svc Code | Payments | Amount | |
| Semi-Independent Living Services (SILS) | 534 | 4 | 3,743.56 | |
| Report Totals: | | | 61 | 108,137.97 |

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

Signature

Title

Date

| Vendor Name | Amount |
|----------------------------------|--------------|
| Health Insurance Reimbursement | \$ 148.50 |
| Jen Anderson | \$ 254.80 |
| Health Insurance Reimbursement | \$ 802.94 |
| Health Insurance Reimbursement | \$ 553.25 |
| Health Insurance Reimbursement | \$ 94.24 |
| Health Insurance Reimbursement | \$ 148.50 |
| Health Insurance Reimbursement | \$ 148.50 |
| Rhonda Bergstadt | \$ 277.20 |
| Health Insurance Reimbursement | \$ 148.50 |
| Health Insurance Reimbursement | \$ 555.02 |
| Card Service | \$ 146.07 |
| Health Insurance Reimbursement | \$ 148.50 |
| Methven Funeral Home (GA Burial) | \$ 1,800.00 |
| Cassandra Dahlberg | \$ 19.04 |
| Health Insurance Reimbursement | \$ 148.50 |
| DHS | \$ 17,655.76 |
| Health Insurance Reimbursement | \$ 400.72 |
| Health Insurance Reimbursement | \$ 1,242.72 |
| Health Insurance Reimbursement | \$ 148.50 |
| Health Insurance Reimbursement | \$ 148.50 |
| Health Insurance Reimbursement | \$ 148.50 |
| Medical Mileage | \$ 140.58 |
| Health Insurance Reimbursement | \$ 148.50 |
| Medical Mileage | \$ 419.12 |
| Health Insurance Reimbursement | \$ 148.50 |
| Health Insurance Reimbursement | \$ 148.50 |
| Health Insurance Reimbursement | \$ 231.46 |
| Health Insurance Reimbursement | \$ 148.50 |
| Leah Hjort | \$ 180.80 |
| Linda Hosley | \$ 164.36 |
| Innovative Office Solutions | \$ 393.43 |
| Itsavvy LLC | \$ 358.95 |
| Cheryl Jenkins | \$ 77.12 |
| Medical Mileage | \$ 783.72 |
| Health Insurance Reimbursement | \$ 168.30 |
| Health Insurance Reimbursement | \$ 148.50 |

| | | |
|----------------------------------|----|-----------|
| Kanabec County Attorney | \$ | 12,335.40 |
| Kanabec County Lcts | \$ | 25,273.00 |
| Kanabec County Auditor Treasurer | \$ | 29,999.23 |
| Kanabec County Comm Health | \$ | 14,357.54 |
| Kanabec County Sheriff | \$ | 46.27 |
| Medical Mileage | \$ | 222.88 |
| Health Insurance Reimbursement | \$ | 148.50 |
| Health Insurance Reimbursement | \$ | 148.50 |
| Health Insurance Reimbursement | \$ | 410.52 |
| Medical Mileage | \$ | 9.24 |
| Medical Mileage | \$ | 94.16 |
| Patty Kruse | \$ | 16.80 |
| Ashlee Lovaas | \$ | 38.92 |
| Medical Mileage | \$ | 19.84 |
| Medical Mileage | \$ | 334.40 |
| Marco Technologies LLC | \$ | 117.22 |
| Alissa McDermeit | \$ | 196.56 |
| Health Insurance Reimbursement | \$ | 148.50 |
| Kelly Mitchell | \$ | 161.84 |
| Health Insurance Reimbursement | \$ | 148.50 |
| Health Insurance Reimbursement | \$ | 167.32 |
| Health Insurance Reimbursement | \$ | 148.50 |
| Health Insurance Reimbursement | \$ | 148.50 |
| Health Insurance Reimbursement | \$ | 148.50 |
| Health Insurance Reimbursement | \$ | 148.50 |
| Medical Mileage | \$ | 12.98 |
| Medical Mileage | \$ | 71.28 |
| Pine County Sheriffs Office | \$ | 60.00 |
| Medical Mileage | \$ | 25.74 |
| Premier Biotech Labs LLC | \$ | 460.90 |
| Procentive.Com LLC | \$ | 295.00 |
| Medical Mileage | \$ | 176.26 |
| Health Insurance Reimbursement | \$ | 148.50 |
| Health Insurance Reimbursement | \$ | 306.28 |
| Health Insurance Reimbursement | \$ | 571.48 |
| Health Insurance Reimbursement | \$ | 148.50 |
| Health Insurance Reimbursement | \$ | 918.46 |

| | | | |
|---|-----------|-------------------|-----------------------|
| Health Insurance Reimbursement | \$ | 148.50 | |
| Health Insurance Reimbursement | \$ | 135.92 | |
| Health Insurance Reimbursement | \$ | 148.50 | |
| Health Insurance Reimbursement | \$ | 97.60 | |
| Health Insurance Reimbursement | \$ | 148.50 | |
| Teen Focus Recovery (Rule 25 Assessments) | \$ | 150.00 | |
| Health Insurance Reimbursement | \$ | 306.28 | |
| Timber Trails Public Transit | \$ | 4,945.22 | |
| Health Insurance Reimbursement | \$ | 148.50 | |
| Medical Mileage | \$ | 29.70 | |
| Pam Vojvodich | \$ | 48.16 | |
| Health Insurance Reimbursement | \$ | 337.48 | |
| Health Insurance Reimbursement | \$ | 148.50 | |
| Health Insurance Reimbursement | \$ | 458.48 | |
| Health Insurance Reimbursement | \$ | 319.94 | |
| Health Insurance Reimbursement | \$ | 319.94 | |
| Health Insurance Reimbursement | \$ | 700.09 | |
| Sharon Wright | \$ | 188.72 | |
| TOTAL IFS DOLLARS | \$ | 125,605.37 | 91 Total IFS Vendors |
| TOTA SSIS DOLLARS | \$ | 108,137.97 | 17 Total SSIS Vendors |
| GRAND TOTAL | \$ | 233,743.34 | 108 Total Vendors |

9:30am Appointment

December 21, 2021

REQUEST FOR BOARD ACTION

| | |
|--|---|
| a. Subject: Replacement of Adult Health Nurse and other staffing discussion | b. Origination: Community Health |
| c. Estimated time: 15 minutes | d. Presenter(s): Kathy Burski |

e. Board action requested: Approval to rehire a previous Public Health Nurse

f. Background: An adult health nurse has given notice and a replacement has accepted a conditional offer. This person is a previous employee with 8 years experience in the agency and left in good standing. The condition of acceptance is the wage. I would like to rehire this person back at a level 15D. This person has strong time management skills, had timely submission of required paperwork for reimbursement of services, was a good fit with the culture, mission and values of the agency and took initiative with special projects. Their work ethic has been greatly missed by the agency. The biggest advantage to rehiring this person is they are familiar with the policies and procedures within the agency and there would be little to no training needed, which saves us time and energy, as well as the immediacy of our ability to bill for their work.

Supporting Documents: Attached: ☒

Date Received in County Coordinator's Office:

12/17/21

Coordinators Comments:

Resolution #__ - 12/21/21

Refill R.N. position Resolution

WHEREAS, an R.N. in Community Health has given her notice of resignation effective January 3, 2022, and

WHEREAS, Kanabec County Community Health has an opportunity to rehire a certified public health nurse (PHN) who resigned less than a year ago and is willing to return to public health, and

WHEREAS, this person left public health employment in good standing, was a dedicated and well-respected member of the home care team and would come to us with about eight years of home care experience; and

WHEREAS, the number of home care referrals is increasing as the stress on hospitals and skilled nursing facilities is increasing, and

WHEREAS, the ability to hire a Public Health Nurse with experience and requiring very little training will minimize any loss of income as this person can start doing visits right away.

THEREFORE, the Kanabec County Community Health director is recommending rehiring this person at a level 15D, which is \$34.68 per hour in order to save the time and money of training a less experienced person when demand for home care services is increasing and current staff at capacity.

THEREFORE BE IT RESOLVED the Kanabec County Community Health Board approves the Community Health Director and the Human Resources Director hiring said Certified Public Health Nurse at a level 15D at \$34.68 per hour full-time.

9:40am Appointment

December 21, 2021

REQUEST FOR BOARD ACTION

| | |
|---|--|
| a. Subject: Transit Building Lease Agreement | b. Origination: Transit Department |
| c. Estimated time: 10 minutes | d. Presenter(s): Kathy Burski, Public Health Director and/or Helen Pieper, Transit Director |

e. Board action requested:

Approve the following resolution:

RESOLUTION # ____ -12/21/21

Transit Operations Facility Lease Resolution 2022 - 2023

WHEREAS, Kanabec County has contracted with the State of Minnesota to provide public transportation in Kanabec County, and

WHEREAS, Kanabec County as a strong commitment to transit and the community; and the community supports and needs transit, and

WHEREAS, the Transit Department needs adequate space to conduct operations and to house vehicles, and

WHEREAS, a market study has been completed to determine a fair market value for a transit facility lease;

THEREFORE, BE IT RESOLVED that Kanabec County agrees to utilize the county-owned facilities for transit operations, and

BE IT FURTHER RESOLVED that Kanabec County agrees to provide these facilities at a cost of \$26,400 for each of the years 2022 and 2023, and

BE IT FURTHER RESOLVED that Kanabec County Board of Commissioners authorizes the CHS Administrator or the Transit Director to execute the aforementioned financial transactions.

f. Background:

Scope

This lease agreement has been prepared for the Transit Department and Kanabec County.

History

The Transit Department operates public transit and volunteer driver services from the Transit Facility located at 300 Industrial Road – Mora, MN. Transit Department operations have been conducted at the facility since 2015. The Transit Department initially leased the property; Kanabec County purchased and remodeled the property in 2015-2016.

A market study conducted at the time yielded a suggested annual lease amount of \$26,400. The Kanabec County Board of Commissioners approved that amount by resolution.

A similar market study has been conducted in 2021. No local properties were available for comparison but, as in 2016, a similar property was located in St. Cloud. The comparable property had the same lease rate as was used in 2016 (\$8.00 psf. office and \$4.50 psf. warehouse).

*Adjustments were made in 2016 for geographic location and purchase price

The existing lease terms include the following:

- Grounds keeping
- Property Taxes
- Cleaning
- Building Repairs and Maintenance

Proposed Lease 2022-2023

A proposed lease amount of \$26,400 annually including:

- Grounds keeping
- Property Taxes
- Cleaning
- Building Repairs and Maintenance

Property Description

4.66 Acres located at 300 Industrial Road – Mora, MN

- Building #1 40 x 80 (3,200 sq. ft.) Single Story Pole Barn w/cement floors
 - Office Space 40 x 48 (1,920 sq. ft.)
 - Cemented Garage Space 32 x 40 (1,280 sq. ft.)
- Building #2 56 x 42 (2,352 sq. ft.) Single Story Pole Barn w/dirt floor
 - Garage Space (dirt floor)

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office: 12/16/21

Coordinators Comments:

9:50am Appointment

Item a.

December 21, 2021

REQUEST FOR BOARD ACTION

| | |
|--------------------------------------|--|
| a. Subject: Opioid Settlement | b. Origination: MN Attorney General |
| c. Estimated time: 10 minutes | d. Presenter(s): County Attorney Barbara McFadden |

e. Board action requested:

Approve the following resolution:

RESOLUTION #____-12/21/21

Authorizing the County Attorney and county staff to execute all necessary documents to ensure County participation in the multistate settlements relating to opioid distributors and manufacturers, and in the Minnesota Opioids State-Subdivision Memorandum of Agreement, and declaring support for an amendment to Minn. Stat. § 256.043, subd. 3(d).

WHEREAS, the State of Minnesota and numerous Minnesota cities and counties are engaged in nationwide civil litigation against manufacturers and distributors of prescription opioids related to the opioid crisis; and

WHEREAS, the Minnesota Attorney General has signed on to multistate settlement agreements with several pharmaceutical distributors, McKesson, Cardinal Health, and AmerisourceBergen, as well as opioid manufacturer Johnson & Johnson, but those settlement agreements are still subject to sign-on by local governments and final agreement by the companies and approval by the courts; and

WHEREAS, there is a deadline of January 2, 2022, for a sufficient threshold of Minnesota cities and counties to sign on to the above-referenced multistate settlement agreements, and failure to timely sign on may diminish the amount of funds received by not only that city or county but by all Minnesota cities and counties from the settlement funds; and

WHEREAS, representatives of Minnesota's local governments, the Office of the Attorney General, and the State of Minnesota have reached agreement on the intrastate allocation of these settlement funds between the State, and the counties and cities, as well as the permissible uses of these funds, which will be memorialized in the Minnesota Opioids State-Subdivision Memorandum of Agreement (the "State-Subdivision Agreement"); and

WHEREAS, during negotiations of the State-Subdivision Agreement, representatives of Minnesota's counties prioritized flexibility in how local governments may use settlement funds for opioids abatement and remediation and advocated for counties to receive settlement allocations directly rather than using the distribution mechanism detailed in Minn. Stat. § 256.043, subd. 3(d); and

WHEREAS, in order to achieve the goals of flexibility and direct allocation, Minn. Stat. § 256.043, subd. 3(d), must be amended to remove a provision which would otherwise appropriate approximately

50 percent of the state's settlement allocation to county social service agencies for statutorily-prescribed use(s); and

WHEREAS, the State-Subdivision Agreement creates an opportunity for local governments and the State to work collaboratively on a unified vision to deliver a robust abatement and remediation plan to address the opioid crisis in Minnesota; now, therefore,

BE IT RESOLVED, Kanabec County supports and agrees to the State-Subdivision Agreement; and

BE IT FURTHER RESOLVED, Kanabec County supports and opts in to the multistate settlements with McKesson, Cardinal Health, and AmerisourceBergen, and with Johnson & Johnson; and

BE IT FURTHER RESOLVED, Kanabec County authorizes the County Attorney and county staff to execute all necessary documents to ensure County participation in the multistate settlements, including the Participation Agreement and accompanying Release, and in the State-Subdivision Agreement; and

BE IT FURTHER RESOLVED, Kanabec County, supports the amending of Minn. Stat. § 256.043, subd. 3(d), to remove a provision which would appropriate approximately 50 percent of the state's settlement allocation to county social service agencies via the existing Opiate Epidemic Response Fund distribution mechanism for statutorily-prescribed use(s).

f. Background:

Supporting Documents: None Attached: ☒

| | |
|--|----------|
| Date received in County Coordinators Office: | 12/16/20 |
|--|----------|

Coordinators Comments:



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Minnesota Attorney General Keith Ellison
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December 8, 2021

Dear Minnesota Cities and Counties:

I'm pleased to announce that counties, cities, and the State of Minnesota have reached an agreement that will govern how funds from recently announced settlements with opioid companies will be distributed within Minnesota. In order to finalize this agreement, I am asking you to sign the enclosed State-Subdivision Memorandum of Agreement (MN MOA) and also to join both settlements with opioid distributors McKesson, AmerisourceBergen, and Cardinal Health, and opioid manufacturer Johnson & Johnson by **January 2, 2022**. Minnesota stands to receive more than \$300 million from these settlements, the vast majority of which will go to cities and counties, but we need your cities and counties to sign on to the settlements to maximize the resources to fight the epidemic. Simply put, the more cities and counties that sign on by January 2, 2022, the more money we will have for treatment, prevention, and a whole host of programs and strategies to abate this crisis.

Over the last few months, my Office has been working tirelessly with cities and counties to come to an agreement on allocation and distribution of opioid settlement funds. We have been working alongside the Association of Minnesota Counties, the League of Minnesota Cities, the Coalition of Greater Minnesota Cities, representatives from litigating cities and counties, members of the Opioid Epidemic Response Advisory Council, the Governor's Office, and numerous state agencies, among others. The MN MOA is the result of this work.

Since 2000, the opioid epidemic has cost more than 5,400 Minnesotans their lives, and has torn families apart and ravaged communities. The last year has been especially hard, as the COVID-19 pandemic has caused a surge in opioid overdoses, both fatal and nonfatal. No amount of money will ever be enough to make up for the damage and destruction caused by these companies, but these historic agreements are at least a measure of accountability, if not justice.

Enclosed with this letter are several documents with more information about these agreements. Additional information about the settlements and how they will be implemented in Minnesota can be found on our website at www.ag.state.mn.us/opioids. Also, please do not hesitate to contact my Office with any questions you may have. You can send an email to opioids@ag.state.mn.us, or leave a voicemail at (612) 429-7126.

Sincerely,

KEITH ELLISON
Attorney General

Enclosures: *Minnesota Opioids State-Subdivision Memorandum of Agreement*
Executive Summary
One-Page Overview
Frequently Asked Questions
Checklist



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Minnesota Opioids Settlement Checklist

Cities and counties must complete the following steps:

- ☐ Register your city or county on the national settlement website:
www.nationalopioidsettlement.com.
 - a. Notice with a unique registration code was sent to cities and counties in late September. If your city or county did not receive this notice or cannot find its unique registration code and wishes to participate in the settlements, contact the Attorney General's Office.
 - b. Once registered, your designated contact will receive settlement participation packets, including two (2) Subdivision Settlement Participation Forms – one for each of the Distributors and Janssen (Johnson & Johnson) settlements. The settlement sign-on forms can be completed electronically via DocuSign.
- ☐ Adopt a county board or city council resolution authorizing a representative of the subdivision to execute the following:
 - a. The Minnesota Opioids State-Subdivision Memorandum of Agreement (MN MOA)
 - b. The Distributor Subdivision Settlement Participation Form
 - c. The Janssen Subdivision Settlement Participation Form
- ☐ Have the authorized representative execute the following documents:
 - a. The MN MOA
 - b. The Distributor Subdivision Settlement Participation Form (via DocuSign)
 - c. The Janssen Subdivision Settlement Participation Form (via DocuSign)
- ☐ Return the following documents to the Attorney General's Office by email to opioids@ag.state.mn.us:
 - a. Copy of the completed resolution passed by your city or county
 - b. Executed signature page for the MN MOA

Additional information about the settlements and how they are implemented in Minnesota can be found on the Attorney General's website: www.ag.state.mn.us/opioids. Subdivisions that are represented by an attorney with respect to opioid claims should consult with their attorney. Additionally, specific questions for the Attorney General's Office can be emailed to opioids@ag.state.mn.us, or left via voicemail at (612) 429-7126.



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Minnesota Opioid Settlement Executive Summary

Minnesota has joined a broad multistate coalition in reaching nationwide settlements with the three largest opioid distributors – AmerisourceBergen, Cardinal Health, and McKesson – and opioid manufacturer Johnson & Johnson. The settlements resolve investigations and lawsuits against these companies for their role in the opioid crisis. If the settlements are fully adopted nationally, the distributors will pay \$21 billion over 18 years and Johnson & Johnson will pay \$5 billion over 10 years. Most states have already joined the settlements, but for the agreements to become effective, a critical mass of cities and counties must sign onto the settlements by January 2, 2022.

Settlement Structure

If a critical mass of subdivisions sign on and the settlements become effective:

- Minnesota will be eligible to receive more than \$296 million over 18 years. Up to \$222 million of that will be paid directly to Minnesota cities and counties. The total amount of payments to Minnesota will be determined by the overall degree of participation by cities and counties. The more cities and counties that join, the more money everyone in Minnesota will receive. Distribution within Minnesota will be determined by the state-subdivision agreement (see below).
 - Each state's share of the funding was determined by agreement among the states using a formula that takes into account the impact of the crisis on the state—the number of overdose deaths, the number of residents with substance use disorder, and the number of opioids prescribed—and the population of the state.
- Payments will begin to flow to the state and cities and counties as soon as April 2022. The Johnson & Johnson settlement provides for payments to be accelerated if cities and counties sign on early.
- The vast majority of the settlement funds must be used to support any of a wide variety of strategies to fight the opioid crisis. The Attorney General's Office convened an expert panel of local, state, and community providers with experience and expertise in public health and delivery of health care services to determine the best and most effective use of the settlement funds. The panel selected a comprehensive list of future opioid abatement and remediation programs that will benefit all regions of the state.
- In addition to the financial components, the settlements also require the companies to make changes in how opioids are distributed and sold. The companies will be subject to far more oversight and accountability throughout that process to prevent deliveries of opioids to pharmacies where diversion and misuse occur. The distributors will be required to establish and fund a centralized, independent clearinghouse using detailed data analytics to keep close track of opioid distribution throughout the country and raise red flags for

suspicious orders. Johnson & Johnson will be prohibited from selling or promoting opioids for ten years.

Minnesota Framework

Minnesota has been preparing for these settlements and the opportunity they present to deliver substantial funding to needed abatement and remediation programs. In 2019, the Legislature passed the Opiate Epidemic Response bill, creating a special opioid abatement account and the Opioid Epidemic Response Advisory Council, which will oversee the spending of the state's share of settlement funds.

Additionally, a months-long partnership between the state and cities and counties has resulted in a state-subdivision agreement (or "Minnesota Memorandum of Agreement") that is designed to maximize the settlement funds coming to the State of Minnesota and get them to where they are needed most. The state-subdivision agreement details how the settlement money will be allocated within the state and also sets out a structure for the distribution of opioid abatement funds from pending bankruptcy plans with Purdue Pharma and Mallinckrodt. A copy of the state-subdivision agreement can be found on the Attorney General's website at www.ag.state.mn.us/opioids.

Pursuant to the state-subdivision agreement—and assuming maximum payments—approximately \$296 million in funds paid to Minnesota and its cities and counties from the Distributor and Johnson & Johnson settlements, as well as tens of millions of additional dollars from the Purdue Pharma and Mallinckrodt bankruptcies, will be allocated as follows:

- **Local Government Abatement Fund.** Seventy-five percent (75%) of the abatement funds will be paid directly to counties and certain municipalities that participate in the settlement. Local government funds will be directly allocated to all participating counties, and all participating municipalities that: (a) have populations of 30,000 or more, (b) have filed lawsuits against the settling defendants, or (c) have public health departments. To promote efficiency in the use of abatement funds and limit the administratively burdensome disbursements of amounts that are too small to add a meaningful abatement response, smaller, non-litigating municipalities will not receive a direct allocation of settlement funds. The allocation percentages for each county and municipality were determined by counsel for the subdivisions negotiating the national settlement agreements and were calculated using data reflect the impact of the opioid crisis on the subdivision.
- **State Fund.** Twenty-five percent (25) of the abatement funds will be paid directly to the State. Pursuant to state law, these funds will go into the special opioid abatement account to be overseen and distributed by the Opioid Epidemic Response Advisory Council. Under current law, after certain appropriations are made, approximately 50% of the funds paid into the opioid abatement account are distributed to county social service agencies to provide child protection services to children and families who are affected by addiction.

The state-subdivision agreement anticipates a change to this law to allow counties to receive their share of the settlement funds directly. The agreement requires the state and subdivisions to work together to achieve this change in law during the 2022 legislative session, and includes a provision changing the allocation between state and local governments if the statutory change is not accomplished.

Some municipalities in Minnesota retained attorneys on a contingency fee basis to file lawsuits against the opioid companies. The national settlements establish an Attorney Fee Fund for attorneys representing cities and counties that join the settlements. The settlements require attorneys who recover from this fund to waive enforcement of their contingency fee agreements. The state-subdivision agreement includes a Backstop Fund, which will be overseen by a Special Master, that will allow for the payment of reasonable attorney fees to private attorneys to make up for the difference between what they receive from the national fund and their contingency fee agreements, which are capped at 15%. Any funds that remain in the Backstop Fund after payment of reasonable attorney fees will revert to cities and counties for abatement.

Subdivision Participation

It is vital for subdivisions to join the settlements during the initial sign-on period, which ends January 2, 2022. First, very high levels of subdivision participation nationally are necessary for the companies to move forward with the settlements and for everyone to benefit from them. Second, cities or counties cannot receive any portion of the direct settlement funds if they do not sign on to the settlements. Third, in order to maximize the settlement payments that come to Minnesota, full joinder by certain categories of counties and cities is needed. Finally, joinder during the initial sign-on period maximizes the amount of funds available to an individual city or county.

Next Steps

Now: Cities and counties should have received a settlement notice with additional information about the sign on process, which begins by registering on the national settlement website: www.nationalopioidsettlement.com. Registering is a necessary step toward participation in the settlements. The notice each subdivision received by mail and email provides its unique subdivision registration code, which must be used to register. Registering does not mean that the subdivision has accepted the terms of the national settlement agreements or the state-subdivision agreement.

Next: Each subdivision, via its local legislative body, should adopt a resolution that authorizes a representative of the subdivision to execute Minnesota's state-subdivision agreement and *both* subdivision settlement participation forms (Distributors and Johnson & Johnson), which are required to join the settlements. Cities and counties can obtain model resolutions by contacting the Association of Minnesota Counties or the League of Minnesota Cities. The resolutions should be submitted to the subdivisions' legislative body (*i.e.*, county commission or city council) for approval.

By January 2, 2022: After the appropriate resolution is passed by each subdivision, the authorized representative should sign the Minnesota Memorandum of Agreement, the Distributor Agreement, and the Johnson & Johnson Agreement. The Distributor and Johnson & Johnson agreements can be signed electronically via DocuSign. Subdivisions should receive an email with a link to sign electronically upon registering at www.nationalopioidsettlement.com. Subdivisions are encouraged to sign onto the Minnesota Memorandum of Agreement and the settlement agreements as soon as possible to avoid scheduling challenges and to ensure that we meet the national subdivision participation threshold for the settlements to become effective.

Additional information about the settlements and how they are implemented in Minnesota can be found on the Attorney General's website: www.ag.state.mn.us/opioids. Subdivisions that are represented by an attorney with respect to opioid claims should consult with their attorney. Additionally, specific questions for the Attorney General's Office can be emailed to opioids@ag.state.mn.us, or left via voicemail at (612) 429-7126.

FREQUENTLY ASKED QUESTIONS ABOUT SETTLEMENTS WITH OPIOID DISTRIBUTORS AND JOHNSON & JOHNSON

This document is intended to assist Minnesota subdivisions evaluating the settlement agreements resolving opioid claims with the three largest opioid distributors—McKesson, Cardinal Health, and AmerisourceBergen (“Distributors”)—and opioid manufacturer Janssen Pharmaceuticals, and its parent company, Johnson & Johnson (“J&J”) (collectively, the “Settlements”). This document is subject to being updated as additional information is gathered. The terms of the Settlements and the Minnesota Opioids State-Subdivision Memorandum of Agreement (“MN MOA”) are controlling and are not amended or in any way affected by this document. Copies of these settlements, agreement, and other materials can be found at the Attorney General’s website: www.ag.state.mn.us/opioids.

1. My city or county received a notice in the mail and by email about two opioid settlements. What do we do with this and how do we join the Settlements?

The notice your city or county received relates to two Settlements resolving opioid claims against the country’s three largest drug distributors, McKesson, Cardinal Health, and AmerisourceBergen, and opioid manufacturer Johnson & Johnson for their role in the opioid epidemic. The notice went out to all Minnesota counties, as well as cities that have a population greater than 10,000 and those that have filed lawsuits against these companies.

Under the Settlements, Minnesota and its cities and counties stand to receive up to \$296 million in Opioid Settlement Funds to fight the opioid crisis over the next 18 years, starting in early to mid-2022. The more cities and counties that join, the more the Distributors and J&J will pay under the Settlements.

The Notice you received should have a unique subdivision registration code. The Attorney General’s Office also sent your city or county a letter attaching this same registration code. Cities or counties must visit www.nationalopioidsettlement.com and use that code to register to receive participation agreements for the Settlements. You will then receive information about how to submit your Subdivision Settlement Participation Forms electronically via DocuSign. **You must submit two forms, one for each Settlement.**

2. How large are the Settlements?

Under the terms of the Settlements, the Distributors and J&J will provide up to \$26 billion to states, cities, and counties throughout the country. The Distributors will make payments over a period of 18 years, and J&J will make payments over nine years.

3. Is there a deadline for cities and counties to join the Settlements?

Yes. Cities and counties should complete their Subdivision Settlement Participation Forms by **January 2, 2022**. Cities and counties that join after that date risk reducing the entire amount that goes to the State of Minnesota as well as having their own payments reduced.

4. How many Minnesota cities and counties are engaged in litigation against the Distributors and J&J?

Twenty-six counties and seven cities have filed lawsuits against the Distributors and/or J&J. Under the MN MOA (see additional information below), all 87 counties and every city that meets the eligibility criteria would receive settlement payments regardless of whether they filed lawsuits, but they must join the Settlements. The Settlements prohibit payments to counties or cities that do not join the Settlements.

5. What is the status of these cases?

All Minnesota city and county cases have been consolidated for pretrial proceedings into a Multi-District Litigation (MDL) in federal court in Cleveland, Ohio. The opioid MDL has roughly 3,000 lawsuits from nearly every state. The lawsuits allege that opioid manufacturers misrepresented the risks associated with prescription opioids; that opioid distributors did not properly monitor shipments of prescription opioids to pharmacies across the country; and that these actions contributed to the opioid epidemic that continues to ravage Minnesota and the rest of the country. Until the Settlements are finalized, these cases will remain pending.

6. Has the State of Minnesota joined the Settlements?

Yes. The Minnesota Attorney General's Office, together with the majority of state Attorneys General across the country, has signed on to the Settlements. Those Attorneys General, lawyers representing thousands of municipalities in the national opioid litigation, and the Association of Minnesota Counties, League of Minnesota Cities, and the Coalition of Greater Minnesota Cities strongly encourage cities and counties to join. Cities and counties that join will be helping to bring additional abatement resources to communities and families throughout the state for substance use prevention, harm reduction, treatment, and recovery.

7. How much will Minnesota receive from the Settlements?

Minnesota is eligible to receive a maximum payment of approximately \$296 million under the Settlements with the Distributors and J&J. The settlement funds are allocated among states based on population and the impact of the opioid crisis on each state, taking into account several public health measures. The precise amount of settlement funds Minnesota as a whole receives is highly dependent on the level of city and county participation and the avoidance of penalties that would result from cities or counties filing new lawsuits.

8. What is the Minnesota Opioids State-Subdivision Memorandum of Agreement?

The MN MOA governs how Minnesota will distribute settlement funds from the Settlements with Distributors and J&J. It also governs how opioid abatement funds from the bankruptcy resolutions with Purdue Pharma and Mallinckrodt are distributed within Minnesota. The Purdue Pharma and Mallinckrodt bankruptcies are not yet finalized, and

it is not yet known how much money will be coming to the state from these bankruptcies, although the Attorney General's Office expects the figure to be in the tens of millions.

9. Why is it so important to join the Settlements and the MN MOA?

The opioid epidemic has taken the lives of more than 5,400 Minnesotans since 2000. The epidemic has torn families apart and ravaged communities, particularly American Indian populations and communities of color. Individuals, families, and communities continue to suffer, as the COVID-19 pandemic has caused a surge in both fatal and nonfatal overdose deaths.

The epidemic was fueled by irresponsible marketing and inadequate monitoring on the part of opioid makers and distributors. In addition to potentially over \$296 million to fight the epidemic, settlements with the Distributors and J&J will shine a light on these companies' conduct and help make sure nothing like this ever happens again. The MN MOA is an important step forward in holding these companies accountable and directing much-needed resources to communities across the state.

10. What are the most important features of the MN MOA?

The Settlements require state and local governments to use the vast majority of settlement funds to address the opioid epidemic. Consistent with this principle, the MN MOA dedicates funds to that purpose. The Attorney General's Office convened an expert panel of local, state, and community providers with experience and expertise in public health and delivery of health care services to determine the best and most effective use of the settlement funds (the "Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds" or the "panel"). The panel selected a comprehensive list of future opioid abatement and remediation programs to which these settlement funds must be dedicated, whether those funds are received by the State, cities, or counties.

The MN MOA also enables Minnesota to maximize resources to fight the epidemic. The MN MOA was designed to incentivize cities and counties to join in order to earn the maximum amount of payments from the Settlements. To maximize resources flowing to communities on the front lines of the epidemic, the MN MOA directs settlement funds as follows:

- 75 percent to local governments, including all counties and 33 cities.
- 25 percent to the state, to be overseen and distributed by the Opioid Epidemic Response Advisory Council.

11. How does my city or county sign onto the MN MOA?

The county board, city council, or equivalent legislative body can pass a resolution stating its intent to sign onto the MOA and directing the appropriate county or city official to execute the MOA. Sample resolutions are available from the Association of Minnesota Counties and the League of Minnesota Cities.

12. If my city or county signs onto the MN MOA, does that mean it automatically signs onto the Settlements with the Distributors or J&J?

No. A city or county that signs the MN MOA is agreeing to a framework for how settlement funds will flow in the event the Settlements become effective. However, the city or county must separately sign on to the Settlements in order to receive payments pursuant to the MN MOA.

13. If my city or county joins the Settlements, will we receive direct payments?

It depends. All counties that join are set to receive direct allocation under the terms of the MN MOA, as well as all cities that join and meet the following eligibility criteria:

- Have a population of 30,000 or more, based on the U.S. Census Bureau's Vintage 2019 population totals;
- Have funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency); or
- Have initiated litigation against the Distributors or J&J as of December 3, 2021.

The population threshold for non-litigating cities to receive a direct allocation of funds recognizes that the efficient delivery of opioid abatement services is hindered if the funds are divided into hundreds of small allocations. Even with potentially upwards of \$300 million coming into Minnesota, allocating funds among several hundred smaller cities and towns would result in minimal payments for most subdivisions, in many cases less than a few dollars a year. For that same reason, under the MN MOA cities allocated a share may elect to have their full share or a portion of their share instead directed to the county in which the city is located.

Although not all cities will receive a direct allocation of opioid abatement funds, those cities will still benefit from the opioid remediation efforts that take place in their communities. Moreover, under the MN MOA, each county receiving opioid settlement funds must consult annually with the cities in the county regarding use of the settlement funds. Finally, cities that are not eligible for a direct share may also request grants for opioid remediation programs from the state's opioid remediation fund, which are distributed via the Opioid Epidemic Response Advisory Council and the Department of Human Services.

14. If my city or county joins, how much money will we receive?

Under the terms of the MN MOA, local governments (including cities and counties) that join the Settlements will directly receive 75% of the total abatement funds, divided among the counties and eligible cities in the percentages reflected in Exhibit B to the MN MOA. The percentages reflected in Exhibit B are based upon the MDL's Opioid Negotiation Class Model. Experts and attorneys representing local governments in the MDL developed the

allocation model based on nationally available federal data on opioid use disorder, overdose deaths, and opioid shipments into Minnesota, by region and community.

15. When will my city or county get payments?

Payments from the Settlements will begin to flow to the state and directly to cities and counties as soon as April 2022. The Distributors will make payments over a period of 18 years, and J&J will make payments over nine years. The J&J settlement provides for payments to be accelerated if cities and counties sign on early.

16. How much money will the State receive, and where will it go?

Under the terms of the MN MOA, the statewide abatement share is 25% of the total abatement funds. By statute, these funds will go into a special opioid abatement account and are designated to be used solely for opioid abatement purposes pursuant to the Approved Uses in the MN MOA, overseen and distributed by the Opioid Epidemic Response Advisory Council.¹

17. What about attorney fees?

The state's investigation and litigation against the opioid industry is handled by government lawyers in the Attorney General's Office. No money from these Settlements will go to pay any state lawyers. Some cities and counties in Minnesota retained attorneys on a contingency fee basis to file lawsuits against the opioid companies. The national settlements establish an Attorney Fee Fund for attorneys representing cities and counties that join the settlements. The settlements require attorneys who recover from this fund to waive enforcement of their contingency fee agreements. The MN MOA includes a Backstop Fund, which will be overseen by a Special Master, that will allow for the payment of reasonable attorney fees to private attorneys to make up for the difference between what they receive from the national fund and their contingency fee agreements, which are capped at 15%. The Backstop Fund is funded by a percentage of the local government share of settlement funds, and any funds that remain in the Backstop Fund after payment of reasonable attorney fees will revert to cities and counties for abatement.

18. How will the money coming into Minnesota be tracked?

The Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds agreed upon a set of reporting and compliance recommendations to make

¹ Under current law, after certain appropriations are made, approximately 50% of the funds paid into the opioid abatement account are distributed to county social service agencies to provide child protection services to children and families who are affected by addiction. The state-subdivision agreement anticipates a change to this law to allow counties to receive their share of the settlement funds directly. The agreement requires the state and subdivisions to work together to achieve this change in law during the 2022 legislative session, and includes a provision changing the allocation between state and local governments if the statutory change is not accomplished.

sure that the abatement money coming into Minnesota is effectively tracked and spent on strategies and programs that have a real impact in the state. The MN MOA will be supplemented to include provisions that will be mutually agreed upon by the State and cities and counties utilizing the panel's recommendations.

19. Can a city join the Settlements even if it does not receive a direct allocation of abatement funds?

Yes. The Settlements allow for all cities and counties to join, even ones that are not directly allocated amounts from the 75% local government share. For cities with populations greater than 10,000, joining the Settlements will assist Minnesota in earning the maximum amount possible.

Non-litigating cities with populations under 10,000 were not sent notices and are not able to use the DocuSign process, but may still want to join the Settlements. If such cities want to join the settlements, they can contact the Attorney General's Office to receive the subdivision joinder forms by emailing opioids@ag.state.mn.us.

20. Does the MN MOA apply to matters other than the Distributor and J&J Settlements?

Yes. The MN MOA replaces default provisions in the Purdue Pharma L.P. and Mallinckrodt plc bankruptcy plans. The Attorney General's Office anticipates that the Purdue Pharma and Mallinckrodt bankruptcy proceedings will provide tens of millions of additional dollars to Minnesota to support state and local efforts to address the opioid epidemic across the state. These funds will be distributed throughout the state according to the provisions MN MOA, just like the settlement funds from the Distributor and J&J Settlements.

21. Do the Settlements require the companies to do more than pay money?

Yes. In addition to paying billions of dollars, the companies are also required to make changes in how opioids are distributed and sold. The companies will be subject to far more oversight and accountability throughout that process to prevent deliveries of opioids to pharmacies where diversion and misuse occur. The Distributors will be required to establish and fund a centralized, independent clearinghouse using detailed data analytics to keep close track of opioid distribution throughout the country and raise red flags for suspicious orders. J&J will be prohibited from selling or promoting opioids for ten years.

22. How do the Settlements and the MN MOA relate to the McKinsey settlement that was announced in February?

The McKinsey settlement is separate from the Settlements with the Distributors and J&J, and from the Purdue and Mallinckrodt bankruptcy proceedings.

In February 2021, Attorney General Keith Ellison and other attorneys general from across the country reached a \$573 million settlement with one of the world's largest consulting

firms, McKinsey & Company, over the company's role in advising opioid companies how to promote their drugs and profit from the opioid epidemic.

As part of the settlement with McKinsey, Minnesota will receive nearly \$8 million, \$6.6 million of which has already been paid. The remainder will be paid over four years. The entire settlement sum will be placed into the special opioid abatement account and used to abate the opioid crisis in the state.

23. Apart from the Distributors and J&J Settlements, the Purdue and Mallinckrodt bankruptcy proceedings, and the recent McKinsey settlement, is there other opioid-related litigation brought by state and local governments?

Yes. In addition to these cases, the Attorney General's Office continues to be engaged in multistate investigations and settlement negotiations with numerous other pharmaceutical manufacturers and distributors for violations of state consumer protection laws. The Office is leading nationwide efforts to ensure public disclosure of opioid-related documents, which are designed to achieve accountability, transparency, and prevention of future harm. The Office is also coordinating with the [Opioid Epidemic Response Advisory Council](#) to ensure any potential settlement funds are used as effectively as possible throughout Minnesota to remedy the ongoing opioid crisis.

24. Where can I get more information about the Settlements?

Cities or counties that hired attorneys to file opioid litigation should consult their attorneys. Additional information on the Settlements can be found at the national settlement website, www.nationalopioidsettlement.com, or the Attorney General's website: www.ag.state.mn.us/opioids. To speak with someone on the Attorney General's opioids team, email opioids@ag.state.mn.us or call (612) 429-7126 and leave a voicemail.



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Minnesota Opioid State-Subdivision Agreement Overview

What It Is

The Minnesota Memorandum of Agreement (MN MOA) governs how Minnesota will distribute settlement funds from two national settlements with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen and opioid manufacturer Johnson & Johnson. These settlements could bring more than \$296 million to Minnesota over an 18-year period to support state and local efforts to fight the opioid epidemic.¹

How It Works

Enables Minnesota to maximize resources to fight the epidemic. For Minnesota to receive the maximum payout under the two national settlements, cities and counties must join the state and sign on to the MN MOA and the settlement agreements. To maximize resources flowing to communities on the front lines of the epidemic, the MN MOA directs settlement funds as follows:

- 75 percent to local governments, including all counties and 33 cities.
- 25 percent to the state, to be overseen and distributed by the Opioid Epidemic Response Advisory Council.

Dedicates funds to addressing the opioid epidemic. The Attorney General's Office convened an expert panel of local, state, and community providers with experience and expertise in public health and delivery of health care services to determine the best and most effective use of the settlement funds. The panel selected a comprehensive list of future opioid abatement and remediation programs to which these settlement funds must be dedicated.

Why It Matters

Personal Cost. More than 5,400 Minnesotans have died of opioid overdoses since 2000. The epidemic has torn families apart and ravaged communities, particularly American Indian populations and communities of color. Individuals, families, and communities continue to suffer, as the COVID-19 pandemic has caused a surge in both fatal and nonfatal overdose deaths.

Accountability. Opioid manufacturers and distributors created and fueled the opioid epidemic with irresponsible and misleading marketing and inadequate monitoring of these dangerous products. In addition to potentially over \$296 million to fight the epidemic, settlements with the three largest drug distributors in the country, as well as one of the largest manufacturers, will shine a light on these companies' conduct and help make sure nothing like this ever happens again.

¹ The MN MOA also governs how opioid abatement funds from the bankruptcy resolutions with Purdue Pharma and Mallinckrodt are distributed within Minnesota. The \$296 million figure does not include payments from the Purdue Pharma and Mallinckrodt bankruptcies, which are not yet finalized.

MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT

WHEREAS, the State of Minnesota, Minnesota counties and cities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic;

WHEREAS, certain Minnesota counties and cities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation, and settlement discussions seeking to hold opioid manufacturers and distributors accountable for the damage caused by their misconduct;

WHEREAS, the State and Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout Minnesota;

WHEREAS, while the State and Local Governments recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

WHEREAS, the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson have resulted in National Settlement Agreements with those companies, which the State has already committed to join;

WHEREAS, Minnesota's share of settlement funds from the National Settlement Agreements will be maximized only if all Minnesota counties, and cities of a certain size, participate in the settlements;

WHEREAS, the National Settlement Agreements will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts;

WHEREAS, this Memorandum of Agreement is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreements and is intended to serve as a State-Subdivision Agreement under the National Settlement Agreements;

WHEREAS, this Memorandum of Agreement is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and cities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement; and

WHEREAS, specifically, this Memorandum of Agreement is intended to serve under the Bankruptcy Resolutions concerning Purdue Pharma and Mallinckrodt as a qualifying Statewide Abatement Agreement.

I. Definitions

As used in this MOA (including the preamble above):

“Approved Uses” shall mean forward-looking strategies, programming, and services to abate the opioid epidemic that fall within the list of uses on **Exhibit A**. Consistent with the terms of the National Settlement Agreements and Bankruptcy Resolutions, “Approved Uses” shall include the reasonable administrative expenses associated with overseeing and administering Opioid Settlement Funds. Reimbursement by the State or Local Governments for past expenses are not Approved Uses.

“Backstop Fund” is defined in Section VI.B below.

“Bankruptcy Defendants” mean Purdue Pharma L.P. and Mallinckrodt plc.

“Bankruptcy Resolution(s)” means resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic by the Bankruptcy Defendants entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and municipalities and allow for the allocation between the state and its political subdivisions to be set through a state-specific agreement.

“Counsel” is defined in Section VI.B below.

“County Area” shall mean a county in the State of Minnesota plus the Local Governments, or portion of any Local Government, within that county.

“Governing Body” means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council or the equivalent legislative body for the municipality.

“Legislative Modification” is defined in Section II.C below.

“Litigating Local Governments” mean a Local Government that filed an opioid lawsuit(s) on or before December 3, 2021, as defined in Section VI.B below.

“Local Abatement Funds” are defined in Section II.B below.

“Local Government” means all counties and cities within the geographic boundaries of the state of Minnesota.

“MDL Matter” means the matter captioned *In re National Prescription Opiate Litigation*, MDL 2804, pending in the United States District Court for the Northern District of Ohio.

“Memorandum of Agreement” or “MOA” mean this agreement, the Minnesota Opioids State-Subdivision Memorandum of Agreement.

“National Settlement Agreements” means the national opioid settlement agreements with the Parties and one or all of the Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

“Opioid Settlement Funds” shall mean all funds allocated by the National Settlement Agreements and any Bankruptcy Resolutions to the State and Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies.

“Opioid Supply Chain Participants” means entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, including their officers, directors, employees, or agents, acting in their capacity as such.

“Parties” means the State and the Participating Local Governments.

“Participating Local Government” means a county or city within the geographic boundaries of the State of Minnesota that has signed this Memorandum of Agreement and has executed a release of claims with the Settling Defendants by signing on to the National Settlement Agreements. For the avoidance of doubt, a Local Government must sign this MOA to become a “Participating Local Government.”

“Region” is defined in Section II.H below.

“Settling Defendants” means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.

“State” means the State of Minnesota by and through its Attorney General, Keith Ellison.

“State Abatement Fund” is defined in Section II.B below.

II. Allocation of Settlement Proceeds

- A. Method of distribution. Pursuant to the National Settlement Agreements and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and directly to Participating Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Participating Local Government unless and until such time as each annual distribution is made.
- B. Overall allocation of funds. Opioid Settlement Funds will be initially allocated as follows: (i) 25% directly to the State (“State Abatement Fund”), and (ii) 75% directly to abatement funds established by Participating Local Governments (“Local Abatement Funds”). This initial allocation is subject to modification by Sections II.F, II.G, and II.H, below.

C. Statutory change.

1. The Parties agree to work together in good faith to propose and lobby for legislation in the 2022 Minnesota legislative session to modify the distribution of the State's Opiate Epidemic Response Fund under Minnesota Statutes section 256.043, subd. 3(d), so that "50 percent of the remaining amount" is no longer appropriated to county social services, as related to Opioid Settlement Funds that are ultimately placed into the Minnesota Opiate Epidemic Response Fund ("Legislative Modification").¹ Such efforts include, but are not limited to, providing testimony and letters in support of the Legislative Modification.
2. It is the intent of the Parties that the Legislative Modification would affect only the county share under section 256.043, subd. 3(d), and would not impact the provision of funds to tribal social service agencies. Further, it is the intent of the Parties that the Legislative Modification would relate only to disposition of Opioid Settlement Funds and is not predicated on a change to the distribution of the Board of Pharmacy fee revenue that is deposited into the Opiate Epidemic Response Fund.

D. Bill Drafting Workgroup. The Parties will work together to convene a Bill Drafting Workgroup to recommend draft legislation to achieve this Legislative Modification. The Workgroup will meet as often as practicable in December 2021 and January 2022 until recommended language is completed. Invitations to participate in the group shall be extended to the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, state agencies, the Governor's Office, the Attorney General's Office, the Opioid Epidemic Response Advisory Council, the Revisor's Office, and Minnesota tribal representatives. The Workgroup will host meetings with Members of the Minnesota House of Representatives and Minnesota Senate who have been involved in this matter to assist in crafting a bill draft.

E. No payments until August 1, 2022. The Parties agree to take all steps necessary to ensure that any Opioid Settlement Funds ready for distribution directly to the State and Participating Local Governments under the National Settlement Agreements or Bankruptcy Resolutions are not actually distributed to the Parties until on or after August 1, 2022, in order to allow the Parties to pursue legislative change that would take effect before the Opioid Settlement Funds are received by the Parties. Such steps may include, but are not limited to, the Attorney General's Office delaying its filing of Consent Judgments in Minnesota state court memorializing the National Settlement Agreements. This provision will cease to apply upon the effective date of the Legislative Modification described above, if that date is prior to August 1, 2022.

¹ It is the intent of the Parties that counties will continue to fund child protection services for children and families who are affected by addiction, in compliance with the Approved Uses in **Exhibit A.**

- F. Effect of no statutory change by August 1, 2022. If the Legislative Modification described above does not take effect by August 1, 2022, the allocation between the Parties set forth in Section II.B shall be modified as follows: (i) 40% directly to the State Abatement Fund, and (ii) 60% to Local Abatement Funds. The Parties further agree to discuss potential amendment of this MOA if such legislation does not timely go into effect in accordance with this paragraph.
- G. Effect of later statutory change. If the Legislative Modification described above takes effect after August 1, 2022, the allocation between the Parties will be modified as follows: (i) 25% directly to the State Abatement Fund, and (ii) 75% to Local Abatement Funds.
- H. Effect of partial statutory change. If any legislative action otherwise modifies or diminishes the direct allocation of Opioid Settlement Funds to Participating Local Governments so that as a result the Participating Local Governments would receive less than 75 percent of the Opioid Settlement Funds (inclusive of amounts received by counties per statutory appropriation through the Minnesota Opiate Epidemic Response Fund), then the allocation set forth in Section II.B will be modified to ensure Participating Local Governments receive 75% of the Opioid Settlement Funds.
- I. Participating Local Governments receiving payments. The proportions set forth in **Exhibit B** provide for payments directly to: (i) all Minnesota counties; and (ii) all Minnesota cities that (a) have a population of more than 30,000, based on the United States Census Bureau's Vintage 2019 population totals, (b) have funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency), or (c) have initiated litigation against the Settling Defendants as of December 3, 2021.
- J. Allocation of funds between Participating Local Governments. The Local Abatement Funds shall be allocated to Participating Local Governments in such proportions as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model.² The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreements, the proportions set forth in **Exhibit B** must be adjusted: (i) to provide no payment from the National Settlement Agreements to any listed county or municipality that does not participate in the National Settlement Agreements; and (ii) to provide a reduced payment from the National Settlement Agreements to any listed county or city that signs on to the National Settlement Agreements after the Initial Participation Date.
- K. Redistribution in certain situations. In the event a Participating Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Participating Local

² More specifically, the proportions in Exhibit B were created based on Exhibit G to the National Settlement Agreements, which in turn was based on the MDL Matter's allocation criteria. Cities under 30,000 in population that had shares under the Exhibit G default allocation were removed and their shares were proportionally reallocated amongst the remaining subdivisions.

Government shall be redistributed equitably based on the composition of the successor Local Government. In the event an allocation to a Local Government cannot be paid to the Local Government, such unpaid allocations will be allocated to Local Abatement Funds and be distributed in such proportions as set forth in Exhibit B.

- L. City may direct payments to county. Any city allocated a share may elect to have its full share or a portion of its full share of current or future annual distributions of settlement funds instead directed to the county or counties in which it is located, so long as that county or counties are Participating Local Governments[s]. Such an election must be made by January 1 each year to apply to the following fiscal year. If a city is located in more than one county, the city's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.

III. Special Revenue Fund

- A. Creation of special revenue fund. Every Participating Local Government receiving Opioid Settlement Funds through direct distribution shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of Opioid Settlement Funds.
- B. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Participating Local Government. The funds in the special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an Approved Use. Participating Local Governments may not assign to another entity their rights to receive payments of Opioid Settlement Funds or their responsibilities for funding decisions, except as provided in Section II.L.
- C. Process for drawing from special revenue funds.
 - 1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
 - 2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in **Exhibit A** to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.
- D. Local government grantmaking. Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.
- E. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be

placed in an interest-bearing bank account. Any interest earned on the special revenue funds must be used in a way that is consistent with this MOA.

IV. Opioid Remediation Activities

- A. Limitation on use of funds. This MOA requires that Opioid Settlement Funds be utilized only for future opioid remediation activities, and Parties shall expend Opioid Settlement Funds only for Approved Uses and for expenditures incurred after the effective date of this MOA, unless execution of the National Settlement Agreements requires a later date. Opioid Settlement Funds cannot be used to pay litigation costs, expenses, or attorney fees arising from the enforcement of legal claims related to the opioid epidemic, except for the portion of Opioid Settlement Funds that comprise the Backstop Fund described in Section VI. For the avoidance of doubt, counsel for Litigating Local Governments may recover litigation costs, expenses, or attorney fees from the common benefit, contingency fee, and cost funds established in the National Settlement Agreements, as well as the Backstop Fund described in Section VI.
- B. Public health departments as Chief Strategists. For Participating Local Governments that have public health departments, the public health departments shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues as Local Governments decide how to leverage and disburse Opioid Settlement Funds. In their role as Chief Strategist, public health departments will convene multi-sector meetings and lead efforts that build upon local efforts like Community Health Assessments and Community Health Improvement Plans, while fostering community focused and collaborative evidence-informed approaches that prevent and address addiction across the areas of public health, human services, and public safety. Chief Strategists should consult with municipalities located within their county in the development of any Community Health Assessment, and are encouraged to collaborate with law enforcement agencies in the county where appropriate.
- C. Administrative expenses. Reasonable administrative costs for the State or Local Government to administer its allocation of the Opioid Settlement Funds shall not exceed actual costs, 10% of the relevant allocation of the Opioid Settlement Funds, or any administrative expense limitation imposed by the National Settlement Agreements or Bankruptcy Resolution, whichever is less.
- D. Regions. Two or more Participating Local Governments may at their discretion form a new group or utilize an existing group ("Region") to pool their respective shares of settlement funds and make joint spending decisions. Participating Local Governments may choose to create a Region or utilize an existing Region under a joint exercise of powers under Minn. Stat. § 471.59.
- E. Consultation and partnerships.
 - 1. Each county receiving Opioid Settlement Funds must consult annually with the municipalities in the county regarding future use of the settlement funds in the

county, including by holding an annual meeting with all municipalities in the county in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county. These meetings shall be open to the public.

2. Participating Local Governments within the same County Area have a duty to regularly consult with each other to coordinate spending priorities.
3. Participating Local Governments can form partnerships at the local level whereby Participating Local Governments dedicate a portion of their Opioid Settlement Funds to support city- or community-based work with local stakeholders and partners within the Approved Uses.

F. Collaboration. The State and Participating Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, and technical assistance. They will also coordinate with trusted partners, including community stakeholders, to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

V. Reporting and Compliance

- A. Construction of reporting and compliance provisions. Reporting and compliance requirements will be developed and mutually agreed upon by the Parties, utilizing the recommendations provided by the Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds.
- B. Reporting Workgroup. The Parties will work together to establish a Reporting Workgroup that includes representatives of the Attorney General's Office, state stakeholders, and city and county representatives, who will meet on a regular basis to develop reporting and compliance recommendations. The Reporting Workgroup must produce a set of reporting and compliance measures by June 1, 2022. Such reporting and compliance measures will be effective once approved by representatives of the Attorney General's Office, the Governor's Office, the Association of Minnesota Counties, and the League of Minnesota Cities that are on the Workgroup.

VI. Backstop Fund

- A. National Attorney Fee Fund. The National Settlement Agreements provide for the payment of all or a portion of the attorney fees and costs owed by Litigating Local Governments to private attorneys specifically retained to file suit in the opioid litigation ("National Attorney Fee Fund"). The Parties acknowledge that the National Settlement Agreements may provide for a portion of the attorney fees of Litigating Local Governments.
- B. Backstop Fund and Waiver of Contingency Fee. The Parties agree that the Participating Local Governments will create a supplemental attorney fees fund (the "Backstop Fund") to be used to compensate private attorneys ("Counsel") for Local Governments that filed opioid lawsuits on or before December 3, 2021 ("Litigating Local Governments"). By

order³ dated August 6, 2021, Judge Polster capped all applicable contingent fee agreements at 15%. Judge Polster's 15% cap does not limit fees from the National Attorney Fee Fund or from any state backstop fund for attorney fees, but private attorneys for local governments must waive their contingent fee agreements to receive payment from the National Attorney Fee Fund. Judge Polster recognized that a state backstop fund can be designed to incentivize private attorneys to waive their right to enforce contingent fee agreements and instead apply to the National Attorney Fee Fund, with the goals of achieving greater subdivision participation and higher ultimate payouts to both states and local governments. Accordingly, in order to seek payment from the Backstop Fund, Counsel must agree to waive their contingency fee agreements relating to these National Settlement Agreements and first apply to the National Attorney Fee Fund.

- C. Backstop Fund Source. The Backstop Fund will be funded by seven percent (7%) of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the initial allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies. In the event that the initial allocation is modified pursuant to Section II.F. above, then the Backstop Fund will be funded by 8.75% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the modified allocation of 40% directly to the State Abatement Fund and 60% directly to the Local Abatement Funds, and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies. In the event that the allocation is modified pursuant to Section II.G. or Section II.H. above, back to an allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, then the Backstop Fund will be funded by 7% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies.
- D. Backstop Fund Payment Cap. Any attorney fees paid from the Backstop Fund, together with any compensation received from the National Settlement Agreements' Contingency Fee Fund, shall not exceed 15% of the total gross recovery of the Litigating Local Governments' share of funds from the National Settlement Agreements. To avoid doubt, in no instance will Counsel receive more than 15% of the amount paid to their respective Litigating Local Government client(s) when taking into account what private attorneys receive from both the Backstop Fund and any fees received from the National Settlement Agreements' Contingency Fee Fund.
- E. Requirements to Seek Payment from Backstop Fund. A private attorney may seek payment from the Backstop Fund in the event that funds received by Counsel from the National Settlement Agreements' Contingency Fee Fund are insufficient to cover the amount that would be due to Counsel under any contingency fee agreement with a Litigating Local Government based on any recovery Litigating Local Governments receive from the National Settlement Agreements. Before seeking any payment from the Backstop Fund,

³ Order, In re: Nat'l Prescription Opiate Litig., Case No. 17-MD-02804, Doc. No. 3814 (N.D. Ohio August 6, 2021).

private attorneys must certify that they first sought fees from the National Settlement Agreements' Contingency Fee Fund, and must certify that they agreed to accept the maximum fees payments awarded to them. Nothing in this Section, or in the terms of this Agreement, shall be construed as a waiver of fees, contractual or otherwise, with respect to fees that may be recovered under a contingency fee agreement or otherwise from other past or future settlements, verdicts, or recoveries related to the opioid litigation.

- F. Special Master. A special master will administer the Backstop Fund, including overseeing any distribution, evaluating the requests of Counsel for payment, and determining the appropriate amount of any payment from the Backstop Fund. The special master will be selected jointly by the Minnesota Attorney General and the Hennepin County Attorney, and will be one of the following individuals: Hon. Jeffrey Keyes, Hon. David Lillehaug; or Hon. Jack Van de North. The special master will be compensated from the Backstop Fund. In the event that a successor special master is needed, the Minnesota Attorney General and the Hennepin County Attorney will jointly select the successor special master from the above-listed individuals. If none of the above-listed individuals is available to serve as the successor special master, then the Minnesota Attorney General and the Hennepin County Attorney will jointly select a successor special master from a list of individuals that is agreed upon between the Minnesota Attorney General, the Hennepin County Attorney, and Counsel.
- G. Special Master Determinations. The special master will determine the amount and timing of any payment to Counsel from the Backstop Fund. The special master shall make one determination regarding payment of attorney fees to Counsel, which will apply through the term of the recovery from the National Settlement Agreements. In making such determinations, the special master shall consider the amounts that have been or will be received by the private attorney's firm from the National Settlement Agreements' Contingency Fee Fund relating to Litigating Local Governments; the contingency fee contracts; the dollar amount of recovery for Counsel's respective clients who are Litigating Local Governments; the Backstop Fund Payment Cap above; the complexity of the legal issues involved in the opioid litigation; work done to directly benefit the Local Governments within the State of Minnesota; and the principles set forth in the Minnesota Rules of Professional Conduct, including the reasonable and contingency fee principles of Rule 1.5. In the interest of transparency, Counsel shall provide information in their initial fee application about the total amount of fees that Counsel have received or will receive from the National Attorney Fee Fund related to the Litigating Local Governments.
- H. Special Master Proceedings. Counsel seeking payment from the Backstop Fund may also provide written submissions to the special master, which may include declarations from counsel, summaries relating to the factors described above, and/or attestation regarding total payments awarded or anticipated from the National Settlement Agreements' Contingency Fee Fund. Private attorneys shall not be required to disclose work product, proprietary or confidential information, including but not limited to detailed billing or lodestar records. To the extent that counsel rely upon written submissions to support their application to the special master, the special master will incorporate said submission or summary into the record. Any proceedings before the special master and documents filed with the special master shall be public, and the special master's determinations regarding

any payment from the Backstop Funds shall be transparent, public, final, and not appealable.

- I. Distribution of Any Excess Funds. To the extent the special master determines that the Backstop Fund exceeds the amount necessary for payment to Counsel, the special master shall distribute any excess amount to Participating Local Governments according to the percentages set forth in **Exhibit B**.
- J. Term. The Backstop Fund will be administered for (a) the length of the National Litigation Settlement payments; or (b) until all Counsel for Litigating Local Governments have either (i) received payments equal to the Backstop Fund Payment Cap above or (ii) received the full amount determined by the special master; whichever occurs first.
- K. No State Funds Toward Attorney Fees. For the avoidance of doubt, no portion of the State Abatement Fund will be used to fund the Backstop Fund or in any other way to fund any Litigating Local Government's attorney fees and expenses. Any funds that the State receives from the National Settlement Agreements as attorney fees and costs or in lieu of attorney fees and costs, including the Additional Restitution Amounts, will be treated as State Abatement Funds.

VII. General Terms

- A. Scope of agreement. This MOA applies to all settlements under the National Settlement Agreements with Settling Defendants and the Bankruptcy Resolutions with Bankruptcy Defendants.⁴ The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary amendments) for resolutions with Opioid Supply Chain Participants not covered by the National Settlement Agreements or a Bankruptcy Resolution. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreements or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
- B. When MOA takes effect.
 1. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreements or as a Statewide Abatement Agreement under any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement or Statewide Abatement Agreement, this MOA will have no effect.
 2. The Parties may conditionally agree to sign on to the MOA through a letter of intent, resolution, or similar written statement, declaration, or pronouncement declaring

⁴ For the avoidance of doubt, this includes settlements reached with AmerisourceBergen, Cardinal Health, and McKesson, and Janssen, and Bankruptcy Resolutions involving Purdue Pharma L.P., and Mallinckrodt plc.

their intent to sign on to the MOA if the threshold for Party participation in a specific Settlement is achieved.

C. Dispute resolution.

1. If any Party believes another Party has violated the terms of this MOA, the alleging Party may seek to enforce the terms of this MOA in Ramsey County District Court, provided the alleging Party first provides notice to the alleged offending Party of the alleged violation and a reasonable opportunity to cure the alleged violation.
2. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters.
3. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds violated any Minnesota criminal law, such conduct shall be reported to the appropriate criminal authorities.

D. Amendments. The Parties agree to make such amendments as necessary to implement the intent of this MOA.

E. Applicable law and venue. Unless otherwise required by the National Settlement Agreements or a Bankruptcy Resolution, this MOA, including any issues related to interpretation or enforcement, is governed by the laws of the State of Minnesota. Any action related to the provisions of this MOA must be adjudicated by the Ramsey County District Court. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

F. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree that the National Settlement Agreements will require a Participating Local Government to release all its claims against the Settling Defendants to receive direct allocation of Opioid Settlement Funds. All Parties further acknowledge and agree that based on the terms of the National Settlement Agreements, a Participating Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreements to release its claims. This MOA is not a promise from any Party that any National Settlement Agreements or Bankruptcy Resolution will be finalized or executed.

G. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by the Parties pursuant to the National Settlement Agreements and any Bankruptcy Resolution.

H. No waiver for failure to exercise. The failure of a Party to exercise any rights under this MOA will not be deemed to be a waiver of any right or any future rights.

- I. No effect on authority of Parties. Nothing in this MOA should be construed to limit the power or authority of the State of Minnesota, the Attorney General, or the Local Governments, except as expressly set forth herein.
- J. Signing and execution. This MOA may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same agreement. This MOA may be executed by facsimile or electronic copy in any image format. Each Party represents that all procedures necessary to authorize such Party's execution of this MOA have been performed and that the person signing for such Party has been authorized to execute the MOA in an official capacity that binds the Party.

This **Minnesota Opioids State-Subdivision Memorandum of Agreement** is signed

this ____ day of _____, _____ by:

Name and Title: _____

On behalf of: _____

EXHIBIT A

List of Opioid Remediation Uses

Settlement fund recipients shall choose from among abatement strategies, including but not limited to those listed in this Exhibit. The programs and strategies listed in this Exhibit are not exclusive, and fund recipients shall have flexibility to modify their abatement approach as needed and as new uses are discovered.

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs⁵ or strategies that may include, but are not limited to, those that:⁶

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication for Opioid Use Disorder (“*MOUD*”)⁷ approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MOUD*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

⁵ Use of the terms “evidence-based,” “evidence-informed,” or “best practices” shall not limit the ability of recipients to fund innovative services or those built on culturally specific needs. Rather, recipients are encouraged to support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

⁶ As used in this Exhibit, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

⁷ Historically, pharmacological treatment for opioid use disorder was referred to as “Medication-Assisted Treatment” (“*MAT*”). It has recently been determined that the better term is “Medication for Opioid Use Disorder” (“*MOUD*”). This Exhibit will use “*MOUD*” going forward. Use of the term *MOUD* is not intended to and shall in no way limit abatement programs or strategies now or into the future as new strategies and terminology evolve.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions, including but not limited to medical detox, referral to treatment, or connections to other services or supports.
8. Provide training on MOUD for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH or mental health conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, licensed mental health counselors, and other mental and behavioral health practitioners or workers, including peer recovery coaches, peer recovery supports, and treatment coordinators, involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, continuing education, licensing fees, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MOUD for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (“SBIRT”) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MOUD in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MOUD, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("PAARI");
 2. Active outreach strategies such as the Drug Abuse Response Team ("DART") model;

3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MOUD, and related services.
 3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
 4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
 5. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
 6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
 7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF THE PERINATAL POPULATION, CAREGIVERS, AND FAMILIES, INCLUDING BABIES WITH NEONATAL OPIOID WITHDRAWAL SYNDROME.

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with

neonatal opioid withdrawal syndrome (“*NOWS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MOUD, for uninsured individuals with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with the perinatal population and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for *NOWS* babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of *NOWS* babies and their caregivers and families.
5. Provide training to health care providers who work with the perinatal population and caregivers on best practices for compliance with federal requirements that children born with *NOWS* get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.
7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
9. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE
PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:
 1. Increase the number of prescribers using PDMPs;
 2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
 3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MOUD referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse, including but not limited to focusing on risk factors and early interventions.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health

workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

| |
|------------------------------|
| PART THREE: OTHER STRATEGIES |
|------------------------------|

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Law enforcement expenditures related to the opioid epidemic.
2. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.
5. Support multidisciplinary collaborative approaches consisting of, but not limited to, public health, public safety, behavioral health, harm reduction, and others at the state, regional, local, nonprofit, and community level to maximize collective impact.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("ADAM") system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

M. POST-MORTEM

1. Toxicology tests for the range of opioids, including synthetic opioids, seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental (overdose fatality reviews).
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner's office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

EXHIBIT B**Local Abatement Funds Allocation**

| Subdivision | Allocation Percentage |
|----------------------|------------------------------|
| AITKIN COUNTY | 0.5760578506020% |
| Andover city | 0.1364919450741% |
| ANOKA COUNTY | 5.0386504680954% |
| Apple Valley city | 0.2990817344560% |
| BECKER COUNTY | 0.6619330684437% |
| BELTRAMI COUNTY | 0.7640787092763% |
| BENTON COUNTY | 0.6440948102319% |
| BIG STONE COUNTY | 0.1194868774775% |
| Blaine city | 0.4249516912759% |
| Bloomington city | 0.4900195550092% |
| BLUE EARTH COUNTY | 0.6635420704652% |
| Brooklyn Center city | 0.1413853902225% |
| Brooklyn Park city | 0.2804136234778% |
| BROWN COUNTY | 0.3325325415732% |
| Burnsville city | 0.5135361296508% |
| CARLTON COUNTY | 0.9839591749060% |
| CARVER COUNTY | 1.1452829659572% |
| CASS COUNTY | 0.8895681513437% |
| CHIPPEWA COUNTY | 0.2092611794436% |
| CHISAGO COUNTY | 0.9950193750117% |
| CLAY COUNTY | 0.9428475281726% |
| CLEARWATER COUNTY | 0.1858592042741% |
| COOK COUNTY | 0.1074594959729% |
| Coon Rapids city | 0.5772642444915% |
| Cottage Grove city | 0.2810994719143% |
| COTTONWOOD COUNTY | 0.1739065270025% |
| CROW WING COUNTY | 1.1394859174804% |
| DAKOTA COUNTY | 4.4207140602835% |
| DODGE COUNTY | 0.2213963257778% |
| DOUGLAS COUNTY | 0.6021779472345% |
| Duluth city | 1.1502115379896% |
| Eagan city | 0.3657951576014% |
| Eden Prairie city | 0.2552171572659% |
| Edina city | 0.1973054822135% |
| FARIBAULT COUNTY | 0.2169409335358% |
| FILLMORE COUNTY | 0.2329591105316% |
| FREEBORN COUNTY | 0.3507169823793% |
| GOODHUE COUNTY | 0.5616542387089% |

| Subdivision | Allocation Percentage |
|--------------------------|-----------------------|
| GRANT COUNTY | 0.0764556498477% |
| HENNEPIN COUNTY | 19.0624622261821% |
| HOUSTON COUNTY | 0.3099019273452% |
| HUBBARD COUNTY | 0.4582368775192% |
| Inver Grove Heights city | 0.2193400520297% |
| ISANTI COUNTY | 0.7712992707537% |
| ITASCA COUNTY | 1.1406408131328% |
| JACKSON COUNTY | 0.1408950443531% |
| KANABEC COUNTY | 0.3078966749987% |
| KANDIYOHI COUNTY | 0.1581167542252% |
| KITSON COUNTY | 0.0812834506382% |
| KOOCHICHING COUNTY | 0.2612581865885% |
| LAC QUI PARLE COUNTY | 0.0985665133485% |
| LAKE COUNTY | 0.1827750320696% |
| LAKE OF THE WOODS COUNTY | 0.1123105027592% |
| Lakeville city | 0.2822249627090% |
| LE SUEUR COUNTY | 0.3225703347466% |
| LINCOLN COUNTY | 0.1091919983965% |
| LYON COUNTY | 0.2935118186364% |
| MAHNOMEN COUNTY | 0.1416417687922% |
| Mankato city | 0.3698584320930% |
| Maple Grove city | 0.1814019046900% |
| Maplewood city | 0.1875101678223% |
| MARSHALL COUNTY | 0.1296352091057% |
| MARTIN COUNTY | 0.2543064014046% |
| MCLEOD COUNTY | 0.1247104517575% |
| MEEKER COUNTY | 0.3744031515243% |
| MILLE LACS COUNTY | 0.9301506695846% |
| Minneapolis city | 4.8777618689374% |
| Minnetonka city | 0.1967231070869% |
| Moorhead city | 0.4337377037965% |
| MORRISON COUNTY | 0.7178981419196% |
| MOWER COUNTY | 0.5801769148506% |
| MURRAY COUNTY | 0.1348775389165% |
| NICOLLET COUNTY | 0.1572381052896% |
| NOBLES COUNTY | 0.1562005111775% |
| NORMAN COUNTY | 0.1087596675165% |
| North St. Paul city | 0.0575844069340% |
| OLMSTED COUNTY | 1.9236715094724% |
| OTTER TAIL COUNTY | 0.8336175418789% |
| PENNINGTON COUNTY | 0.3082576394945% |
| PINE COUNTY | 0.5671222706703% |

| Subdivision | Allocation Percentage |
|------------------------|-----------------------|
| PIPESTONE COUNTY | 0.1535154503112% |
| Plymouth city | 0.1762541472591% |
| POLK COUNTY | 0.8654291473909% |
| POPE COUNTY | 0.1870129873102% |
| Proctor city | 0.0214374127881% |
| RAMSEY COUNTY | 7.1081424150498% |
| RED LAKE COUNTY | 0.0532649128178% |
| REDWOOD COUNTY | 0.2809842366614% |
| RENVILLE COUNTY | 0.2706888807449% |
| RICE COUNTY | 0.2674764397830% |
| Richfield city | 0.2534018444052% |
| Rochester city | 0.7363082848763% |
| ROCK COUNTY | 0.2043437335735% |
| ROSEAU COUNTY | 0.2517872793025% |
| Roseville city | 0.1721905548771% |
| Savage city | 0.1883576635033% |
| SCOTT COUNTY | 1.3274301645797% |
| Shakopee city | 0.2879873611373% |
| SHERBURNE COUNTY | 1.2543449471994% |
| SIBLEY COUNTY | 0.2393480708456% |
| ST LOUIS COUNTY | 4.7407767169807% |
| St. Cloud city | 0.7330089009029% |
| St. Louis Park city | 0.1476314588229% |
| St. Paul city | 3.7475206797569% |
| STEARNS COUNTY | 2.4158085321227% |
| STEELE COUNTY | 0.3969975262520% |
| STEVENS COUNTY | 0.1439474275223% |
| SWIFT COUNTY | 0.1344167568499% |
| TODD COUNTY | 0.4180909816781% |
| TRAVERSE COUNTY | 0.0903964133868% |
| WABASHA COUNTY | 0.3103038996965% |
| WADENA COUNTY | 0.2644094336575% |
| WASECA COUNTY | 0.2857912156338% |
| WASHINGTON COUNTY | 3.0852862512586% |
| WATONWAN COUNTY | 0.1475626355615% |
| WILKIN COUNTY | 0.0937962507119% |
| WINONA COUNTY | 0.7755267356126% |
| Woodbury city | 0.4677270171716% |
| WRIGHT COUNTY | 1.6985269385427% |
| YELLOW MEDICINE COUNTY | 0.1742264836427% |



The Office of
Minnesota Attorney General Keith Ellison
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TO LOCAL POLITICAL SUBDIVISIONS:
IMPORTANT INFORMATION ABOUT THE NATIONAL OPIOID SETTLEMENT
SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE.
THE DEADLINE FOR PARTICIPATION TO MAXIMIZE SETTLEMENT BENEFITS IS JANUARY 2, 2022.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.

After years of negotiations, two proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, “Janssen”).

The proposed Settlements require the Distributors and Janssen to pay billions of dollars to abate the opioid epidemic. Specifically, the Settlements require the Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than 9 years, for a total of \$26 billion (the “Settlement Amount”). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states’ and subdivisions’ lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids.

Each of the proposed Settlements has two key participation steps. First, each state decides whether to participate in the Settlement. Minnesota has joined both Settlements. Second, the subdivisions within each participating state must then decide whether to participate in the Settlements. Generally, the more subdivisions that participate, the greater the amount of funds that flow to that state and its participating subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds.

This letter is part of the formal notice required by the Settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

You are receiving this letter because Minnesota has elected to participate in both of the two national Settlements against (1) the Distributors, and (2) Janssen, and your subdivision may participate in the Settlements to which your state has agreed. This notice is being sent directly to subdivisions and also to attorneys for subdivisions that we understand are litigating against these companies. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlements.

WHERE CAN YOU FIND MORE INFORMATION?

This letter is intended to provide a brief overview of the Settlements. Detailed information about the Settlements may be found at: www.nationalopioidsettlement.com. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state. This website will be supplemented as additional documents are created. The Minnesota Attorney General's Office has also set up a state-specific website, which may be found at: www.ag.state.mn.us/opioids. This website includes Minnesota-specific information regarding Minnesota's Opioid Epidemic Response Advisory Council and the Attorney General's opioid-related cases. Minnesota's website will be supplemented to include additional information about allocation and distribution of settlement funds within Minnesota.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

You must go to the national settlement website to register to receive in the coming weeks and months the documentation your subdivision will need to participate in the Settlements (if your subdivision is eligible). All required documentation must be executed and submitted electronically through the website and must be executed using the "DocuSign" service. As part of the registration process, your subdivision will need to identify, and provide the email address for, the individual who will be authorized to sign formal and binding documents on behalf of your subdivision.

Your unique Subdivision Identification Number to use to register is: <<SubdivisionRegistrationCode>>.

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN EACH STATE?

The settlement funds are first divided among the participating states according to a formula developed by the Attorneys General that considers population and the severity of harm caused by the opioid epidemic in each participating state. Each state's share of the abatement funds is then further allocated within each state according to agreement between the state and its subdivisions, applicable state allocation legislation, or, in the absence of these, the default provisions in the agreements.

Many states have or are in the process of reaching an agreement on how to allocate abatement funds within the states. Information about Minnesota's opioids legislation can be found on the national settlement website as well as on the Minnesota Attorney General's website. The allocation section of the national website will be supplemented as more intra-state allocation arrangements are finalized.

In reviewing allocation information, please note that while all subdivisions may participate in the Settlements, not all subdivisions are eligible to receive direct payments. To promote efficiency in the use of abatement funds and avoid administratively burdensome disbursements that would be too small to add a meaningful abatement response, certain smaller subdivisions do not automatically receive a direct allocation. However, participation by such subdivisions will help maximize the amount of abatement funds being paid in the Settlements, including those going to counties, cities, parishes, and other larger subdivisions in their communities.

In some states there will be a proposed state-subdivision agreement that is in the process of being adopted by subdivisions. Any questions concerning the status or terms of the state-subdivision agreement, allocation statute, and/or statutory trust in your state, if applicable, can be directed to the Attorney General's Office.

You may be contacted by the Attorney General's Office with additional information regarding the allocation of settlement funds in Minnesota. Subdivisions with representation can expect information from their attorneys as well. We encourage you to review all materials and to follow up with any questions. The terms of these Settlements are complex and we want to be sure you have all the information you need to make your participation decision.

WHY YOU SHOULD PARTICIPATE

A vast majority of states have joined the Settlements, and attorneys for many subdivisions have already announced support for them. For example, the Plaintiffs' Executive Committee, charged with leading the litigation on behalf of more than 3,000 cities, counties and others against the opioid industry, and consolidated in the national multi-district litigation ("MDL") pending before Judge Dan Aaron Polster in the Northern District of Ohio, recommends participation in these Settlements.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlements, while insufficient to abate the epidemic fully, will allow state and local governments to commence with meaningful change designed to curb opioid addiction, overdose and death;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities *as soon as possible*;

Third, if there is not sufficient subdivision participation in these proposed Settlements, the Settlements will not be finalized, the important business practice changes will not be implemented, the billions of dollars in abatement funds will not flow to communities, and more than 3,000 cases may be sent back to their home courts for trial, which will take many years;

Fourth, the extent of participation also will determine how much money each state and its local subdivisions will receive because approximately half of the abatement funds are in the form of "incentive payments," *i.e.*, the higher the participation of subdivisions in a state, the greater the amount of settlement funds that flow into that state;

Fifth, you know first-hand the effects of the opioid epidemic on your community. Funds from these Settlements will be used to commence abatement of the crisis and provide relief to your citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry; and

Sixth, because pills do not respect boundaries, the opioid epidemic is a national crisis that needs a national solution.

NEXT STEPS

These Settlements require that you take affirmative steps to "opt in" to the Settlements. If you do not act, you will not receive any settlement funds and you will not contribute to reaching the participation thresholds that will deliver the maximum amount of abatement funds to your state.

First, register your subdivision on the national settlement website so that information and documents required to participate can be sent to you. You will need the email address of the person who will be authorized to sign on behalf of your subdivision. This is the only action item needed at this time.

Second, have your authorizing person(s) or body begin to review the materials on the websites concerning the settlement agreement terms, allocation and other matters. Develop a list of questions for your counsel or the Attorney General's Office. In the very near future, your subdivision will need to begin the process of deciding whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process well before the January 2, 2022 deadline to be an initial participating subdivision. Again, the Attorney General's Office, your counsel, and other contacts within the state are available to discuss the specifics of the Settlements within your state, and we encourage you to discuss the terms and benefits of the Settlements with them.

Third, monitor your email for further communications, which will include a Participation Agreement, Release, (where applicable) a model Resolution, and instructions on executing using DocuSign.

We urge you to view the national settlement website and the Minnesota website at your earliest convenience. Information and documents regarding the national Settlements and your state allocation can be found on the settlement website at www.nationalopioidsettlement.com. The Minnesota Attorney General's website can be found at www.ag.state.mn.us/opioids.

If you have questions about the Settlements and your subdivision is represented by an attorney with respect to opioid claims, you should contact your attorney. If you have questions for the Minnesota Attorney General's Office, you can send an email to opioids@ag.state.mn.us for the following attorneys in the Minnesota Attorney General's Office who are working on opioid-related matters:

James Canaday
Deputy Attorney General

Carly Melin
Director of Government Affairs

Eric Maloney
Assistant Attorney General

Evan Romanoff
Assistant Attorney General

You can also call the Minnesota Attorney General's Office Opioid Issues phone line at (612) 429-7126 and leave a message regarding any questions you have or any additional information you would like. One of the attorneys listed above will get back to you.

«3of9 barcode »
«BARCODE»
Postal Service: Please do not mark barcode
NPD «Claim Number»
«NAME1» «NAME2»
«ADDRESS LINE 1» «ADDRESS LINE 2»
«CITY», «STATE», «PROVINCE», «POSTALCODE», «COUNTRY»

NPD

National Opioids Settlements
P.O. Box 43196
Providence, RI 02940-3196

9:50am Appointment

Item b.

December 21, 2021

REQUEST FOR BOARD ACTION

| | |
|--|---|
| a. Subject: Resolutions to Accept Prosecution Contracts | b. Origination: County Attorney's Office |
| c. Estimated time: 10 min | d. Presenter(s): Barbara McFadden |

e. Board action requested:

Renew attached Prosecution Contracts

1. City of Braham, page 2
2. City of Ogilvie, page 4

f. Background:

Supporting Documents: None **Attached:** ☒

| | |
|--|----------|
| Date Received in County Coordinator's Office: | 12/16/21 |
|--|----------|

Coordinators Comments:

1. City of Braham

RETAINER AGREEMENT FOR CRIMINAL PROSECUTION SERVICES BETWEEN THE CITY OF BRAHAM WITHIN KANABEC COUNTY AND THE COUNTY OF KANABEC FOR THE PERIOD OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2022

WHEREAS, the City of Braham desires to retain the County of Kanabec to provide professional prosecution services through the Kanabec County Attorney's Office; and

WHEREAS, the County of Kanabec agrees to provide the services of the Kanabec County Attorney's Office to provide such prosecution services on behalf of the City of Braham; and

WHEREAS, the City of Braham and the County of Kanabec County deem it mutually advantageous to set forth the details of their relationship in writing;

NOW, THEREFORE, the City of Braham and the County of Kanabec hereto agree that the following shall constitute a retainer agreement for prosecution services:

SERVICES PROVIDED.

The County of Kanabec shall provide all prosecution services through the Kanabec County Attorney's Office for the City of Braham for criminal offenses occurring within the City of Braham located within Kanabec County, including services to victims of crime as provided in Minnesota Statute Chapter 611A.

Criminal Prosecution services include, but are not limited to, all petty misdemeanors and misdemeanor offenses committed within the corporate limits of the City within Kanabec County. Principal duties include:

1. Provide advice, consultation, and training where required to the City, its departments and staff in the interpretation, investigation, and enforcement of statutes and ordinances, in connection with prosecution of criminal cases.
2. Prepare criminal complaints where facts warrant.
3. Evaluate all cases where a plea of not guilty is entered.
 - A. Prosecute if warranted.
 - B. Prepare pre-trial motions or notices if required.
 - C. Seek additional investigations if required.
 - D. Negotiate resolutions by plea where advisable.
4. Represent the City in all pre-trial proceedings.
5. Perform legal research and prepare legal briefs where required and advisable.
6. Try all Court and Jury cases.

7. Examine and evaluate all Appeals to Appellate Courts; refer to the Office of the Minnesota Attorney General as necessary.
8. In conjunction with the Office of the Minnesota Attorney General try all appeals in Appellate Courts where warranted.

TERM OF AGREEMENT.

The retainer agreement shall remain in effect from January 1, 2022 through midnight December 31, 2022. Either party may terminate the contract either with or without cause upon 90-days written notice to the other party of its intent to do so. In the event of termination, both parties agree to adjust payments due or received to reflect \$125.00 per month for any month or partial month that the contract is in effect.

COMPENSATION FOR SERVICES.

The City of Braham shall pay the County of Kanabec on or before February 1, 2022 the full amount for the contract period of January 1, 2022 through December 31, 2022: \$1,500.00.

CITY OF BRAHAM

Dated: _____

By: _____
Patricia Carlson, Mayor

Dated: _____

By: _____
_____, Administrator

COUNTY OF KANABEC

Dated: _____

By: _____
Gene Anderson, Chairperson

Dated: _____

By: _____
Kris McNally, County Coordinator

APPROVED AS TO FORM AND EXECUTION:

Dated: _____

By: _____
Barbara McFadden
Kanabec County Attorney

2. City of Ogilvie

RETAINER AGREEMENT FOR CRIMINAL PROSECUTION SERVICES BETWEEN THE CITY OF OGILVIE AND THE COUNTY OF KANABEC FOR THE PERIOD OF JANUARY 1, 2022 THROUGH DECEMBER 31, 2022

WHEREAS, the City of Ogilvie desires to retain the County of Kanabec to provide professional prosecution services through the Kanabec County Attorney's Office; and

WHEREAS, the County of Kanabec agrees to provide the services of the Kanabec County Attorney's Office to provide such prosecution services on behalf of the City of Ogilvie; and

WHEREAS, the City of Ogilvie and the County of Kanabec County deem it mutually advantageous to set forth the details of their relationship in writing;

NOW, THEREFORE, the City of Ogilvie and the County of Kanabec hereto agree that the following shall constitute a retainer agreement for prosecution services:

SERVICES PROVIDED.

The County of Kanabec shall provide all prosecution services through the Kanabec County Attorney's Office for the City of Ogilvie, including services to victims of crime as provided in Minnesota Statute Chapter 611A.

Criminal Prosecution services include, but are not limited to, all petty misdemeanors and misdemeanor offenses committed within the corporate limits of the City. Principal duties include:

1. Provide advice, consultation, and training where required to the City, its departments and staff in the interpretation, investigation, and enforcement of statutes and ordinances, in connection with prosecution of criminal cases.
2. Prepare criminal complaints where facts warrant.
3. Evaluate all cases where a plea of not guilty is entered.
 - A. Prosecute if warranted.
 - B. Prepare pre-trial motions or notices if required.
 - C. Seek additional investigations if required.
 - D. Negotiate resolutions by plea where advisable.
4. Represent the City in all pre-trial proceedings.
5. Perform legal research and prepare legal briefs where required and advisable.
6. Try all Court and Jury cases.
7. Examine and evaluate all Appeals to Appellate Courts; refer to the Office of the Minnesota Attorney General as necessary.

8. In conjunction with the Office of the Minnesota Attorney General try all appeals in Appellate Courts where warranted.

TERM OF AGREEMENT.

The retainer agreement shall remain in effect from January 1, 2022 through midnight December 31, 2022. Either party may terminate the contract either with or without cause upon 90-days written notice to the other party of its intent to do so. In the event of termination, both parties agree to adjust payments due or received to reflect \$250.00 per month for any month or partial month that the contract is in effect.

COMPENSATION FOR SERVICES.

Kanabec County shall provide an Invoice to the City of Ogilvie for such services as provided in said agreement. The City of Ogilvie shall pay the County of Kanabec in one annual installment, no later than February 1, 2022, for the period of January 1, 2022 through December 31, 2022: \$3,000.00.

CITY OF OGILVIE

Dated: _____

By: _____
Mark Nilson, Mayor

Dated: _____

By: _____
Tammy Pfaff, City Clerk

COUNTY OF KANABEC

Dated: _____

By: _____
Gene Anderson, Chairperson

Dated: _____

By: _____
Kris McNally, County Coordinator

APPROVED AS TO FORM AND EXECUTION:

Dated: _____

By: _____
Barbara McFadden
Kanabec County Attorney

10:00am Appointment

December 21, 2021

REQUEST FOR BOARD ACTION

| | |
|--|---|
| a. Subject: Resolution to Ratify the MCCC Agreement | b. Origination: Auditor/Treasurer's Office |
| c. Estimated time: 5-10 minutes | d. Presenter(s): Deputy Auditor Tax, Karen McClellan |

e. Board action requested:

Pass the following resolution:

Whereas Kanabec County is currently using the Trimin IFSpi system and

Whereas the current maintenance and support contract for Trimin ends December 31, 2021 and

Whereas we will continue to need the Trimin IFSpi system.

Be it resolved, that the County Board approves signing the Ratification Statement for Trimin IFSpi Maintenance and Support for January 1, 2022 through January 1, 2021 through December 31, 2024.

f. Background:

Trimin IFSpi is Kanabec County's financial system software. We would like to continue using this software and would therefore need to continue paying for maintenance and support.

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

To: IFS User Group
From: Lisa Meredith, MnCCC Executive Director
lisa@mnccc.org 651-401-4201
Date: November 22, 2021
Subject: Trimin Contract for Board Ratification

Please note: This communication is being sent out via MnCCC's RSVP system to all signed up for the IFS User Group. This means that your county or agency will likely receive several copies. It is the responsibility of your county/agency to determine who will be responsible to bring the Board Ratification to your board and return one signed copy to MnCCC.

The TriMin Contract for maintenance and support of IFS has been approved and fully executed. A copy of the contract along with a Board Ratification are included with this communication. The IFS Advisory Committee is requesting that all Board Ratifications be signed and returned to MnCCC no later than January 31, 2022. Your Board Ratification will indicate your participation in the IFS User Group and continued use of IFS. Signed Board Ratifications should be returned to:

MnCCC
Attn: Lisa Meredith
100 Empire Drive Suite 201
Saint Paul, MN 55103

-or-

Via email to lisa@mnccc.org

If you are unable to meet the January 31, 2022 deadline, please contact me at the contact information listed above. The contract with Trimin is for the term starting January 1, 2022, and ending December 31, 2024. Fees associated with this contract have been previously distributed and are also included below.

Thank you!

IFS User Group Fees:

MnCCC Membership Fee*: \$1800, split by office: \$900 per office or \$1800 per county

**New for 2022: IFS User Group will begin paying full membership fees as was approved at the annual IFS User Group Meeting and MnCCC Board Meeting in 2021. Full fees will be split between offices at \$900 per office or \$1800 per county, with the county-wide cap of \$11,000.*

Enhancement Fund Annual Fee: \$600 per office or \$1200 total per county



| County/Agency | Auditor/ Treasurer Group | 2022 CMHS Support Costs | 2022 Aud/Treas Support Costs | 2022 Total |
|-----------------------------|--------------------------------|----------------------------|------------------------------------|------------|
| Aitkin County | MCIS | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Becker County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Beltrami County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Benton County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Big Stone County | MSCC | \$ 6,585 | \$ 5,320 | \$ 11,905 |
| Brown County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Carlton County | MCIS | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Carver County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Cass County | MCIS | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Chippewa County | MCIS | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Chisago County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Clay County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Clearwater County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Cook County | MCIS | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Cottonwood County | MSCC | \$ - | \$ 5,320 | \$ 5,320 |
| Dodge County | MCIS | \$ - | \$ 6,585 | \$ 6,585 |
| Douglas County | MSCC | \$ 6,585 | \$ 5,320 | \$ 11,905 |
| Faribault County | MnCCC | \$ - | \$ 6,585 | \$ 6,585 |
| Fillmore County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Freeborn County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Goodhue County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Grant County | MSCC | \$ 6,585 | \$ 5,320 | \$ 11,905 |
| Houston County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Hubbard County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Isanti County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Itasca County | MCIS | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Jackson County | MnCCC | \$ - | \$ 6,585 | \$ 6,585 |
| Kanabec County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Kandiyohi County | MSCC | \$ 6,585 | \$ 5,320 | \$ 11,905 |
| Kittson County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Koochiching County | MCIS | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Lac qui Parle County | MCIS | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Lake County | MCIS | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Lake of the Woods County | MSCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Le Sueur County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Lincoln County | MSCC | \$ - | \$ 5,320 | \$ 5,320 |
| Lyon County | MSCC | \$ - | \$ 5,320 | \$ 5,320 |
| McLeod County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Mahnomen County | MSCC | \$ 6,585 | \$ 5,320 | \$ 11,905 |



| | | | | |
|---|-------|----------|----------|-----------|
| Marshall County | MSCC | \$ 6,585 | \$ 5,320 | \$ 11,905 |
| Martin County | MnCCC | \$ - | \$ 6,585 | \$ 6,585 |
| Meeker County | MSCC | \$ 6,585 | \$ 5,320 | \$ 11,905 |
| Mille Lacs County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Morrison County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Mower County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Murray County | MSCC | \$ - | \$ 5,320 | \$ 5,320 |
| Nicollet County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Nobles County | MSCC | \$ 6,585 | \$ 5,320 | \$ 11,905 |
| Norman County | MSCC | \$ 6,585 | \$ 5,320 | \$ 11,905 |
| Otter Tail County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Pennington County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Pine County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Pipestone County | MSCC | \$ - | \$ 5,320 | \$ 5,320 |
| Polk County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Pope County | MSCC | \$ 6,585 | \$ 5,320 | \$ 11,905 |
| Red Lake County | MSCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Redwood County | MSCC | \$ - | \$ 5,320 | \$ 5,320 |
| Renville County | MSCC | \$ 6,585 | \$ 5,320 | \$ 11,905 |
| Rice County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Rock County | MSCC | \$ - | \$ 5,320 | \$ 5,320 |
| Roseau County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Sherburne County | MCIS | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Sibley County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Stearns County | N/A | \$ 6,585 | \$ - | \$ 6,585 |
| Steele County | MSCC | \$ - | \$ 5,320 | \$ 5,320 |
| Stevens County | MSCC | \$ 6,585 | \$ 5,320 | \$ 11,905 |
| Swift County | MSCC | \$ 6,585 | \$ 5,320 | \$ 11,905 |
| Todd County | MSCC | \$ 6,585 | \$ 5,320 | \$ 11,905 |
| Traverse County | MSCC | \$ 6,585 | \$ 5,320 | \$ 11,905 |
| Wabasha County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Wadena County | MSCC | \$ 6,585 | \$ 5,320 | \$ 11,905 |
| Waseca County | N/A | \$ - | \$ - | \$ - |
| Watsonwan County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Wilkin County | MSCC | \$ 6,585 | \$ 5,320 | \$ 11,905 |
| Winona County | MnCCC | \$ 6,585 | \$ 6,585 | \$ 13,170 |
| Wright County | MnCCC | \$ - | \$ - | \$ - |
| Yellow Medicine County | MSCC | \$ 6,585 | \$ 5,320 | \$ 11,905 |
| Tri-County Corrections: Norman, Polk and Red Lake | N/A | \$ - | \$ 6,585 | \$ 6,585 |



| | | | | |
|---|-----|----------|----------|----------|
| Southwest Health & Human Services: Lincoln, Lyon, Murray, Pipestone, Redwood, and Rock | CPT | \$ 5,320 | \$ - | \$ 5,320 |
| Human Services of Faribault and Martin Counties (FMHS) Faribault and Martin | N/A | \$ 6,585 | \$ - | \$ 6,585 |
| Minnesota Prairie County Alliance: Dodge, Steele, and Waseca | N/A | \$ 6,585 | \$ - | \$ 6,585 |
| Countryside Public Health: Big Stone, Chippewa, Lac qui Parle, Swift, and Yellow Medicine | CPT | \$ - | \$ 5,320 | \$ 5,320 |
| Horizon Public Health: Stevens, Douglas, Pope, Grant, and Traverse | CPT | \$ - | \$ 5,320 | \$ 5,320 |
| Des Moines Valley Health & Human Services: Cottonwood and Jackson | N/A | \$ 6,585 | \$ - | \$ 6,585 |



**AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN
MINNESOTA COUNTIES COMPUTER COOPERATIVE
And
TRIMIN SYSTEMS, INC.
January 1, 2022**

This Agreement dated and to be effective as of the date set forth above by and between the Minnesota Counties Computer Cooperative (MnCCC), a joint powers organization, 100 Empire Drive, Suite 201, St. Paul, Minnesota, 55103, for the benefit of and use by its participating end user members ("MnCCC") and TriMin Systems, Inc., 2277 Highway 36 West, Suite 250, Roseville, Minnesota, 55113 ("TriMin").

WITNESSETH

WHEREAS, MnCCC wishes to retain professional services to obtain computer programming and technical assistance for the maintenance and support of computer software system known as IFSpI, solely owned by MnCCC; and

WHEREAS, TriMin has and will be expected to render substantial service hereunder.

I. Systems to be Supported

TriMin agrees to provide computer programming, technical assistance, and related services to support and maintain the systems and systems components of the Integrated Financial System Platform Independent version (IFSpI), which for purposes of these and related agreements includes the Cash Drawer (CD) module, in exchange for MnCCC's payment of certain fees pursuant to the support fee summary attached and incorporated by reference as **Attachment A**.

II. Definition of Included Support Services

The fees paid by MnCCC under this Agreement and identified in **Attachment A** shall fully compensate TriMin for the following Services:

A. General IFSpI Support Activities

1. Track IFSpI support incidents and report out to IFSpI Advisory Committee (JIC) per the IFSpI Service Level Agreement (SLA) attached and incorporated by reference as **Attachment B**.
2. Provide supporting documentation for JIC meetings (up to 6 times per year) with respect to IFSpI bugs/fixes and open Enhancement Requests (including categories Approved, Completed, New, Committee, Tabled, Denied, Withdrawn and Study statuses).
3. Provide any IFSpI revisions necessitated by changes in applicable GASB (Governmental Accounting Standards Board) requirements and/or Minnesota statutes, laws or regulations. MnCCC will advise TriMin of any requested changes to IFSpI as necessitated by changes in GASB requirements and/or Minnesota statutes, laws, or regulations and provide sufficient details to support TriMin in making the changes. Further, these changes will be subject to the same enhancement scope limitation as listed in section III-B.

B. Level 1 Support

Logging of, and responding to, email and phone support requests from IFSpI users regarding IFSpI application usage. Each support request to be logged as to nature of the request/issue and county/agency/department that originated the request. Level 1 support will resolve basic user issues for the IFSpI users and escalate more complex issues to Level 2 support. Also described in *Attachment B*.

Level 1 support will be performed by TriMin for participating MnCCC counties and agencies and other applicable independent users as approved by MnCCC, and only these users are to be charged for Level 1 support. *See Attachment C*.

C. Level 2 Support

Engage with IFSpI users on more complex support issues as escalated from Level 1 support. Will resolve issues that can be addressed via ad hoc training, provide alternate approaches to resolving issue, or by documenting the issue more fully so that it can be addressed by Level 3 support as an MnCCC bug, or enhancement request. Level 2 support will provide direction to IFSpI users and to Level 3 support in terms of whether or not the IFSpI functionality is working as designed, or appearing to be a "bug" in the code that needs to be addressed by Level 3. If it is determined that the code is functioning as designed, then the IFSpI user will be instructed to submit an enhancement request to MnCCC (via their logical support organization). Level 2 support will also perform functional application testing prior to new release of updates to applications.

Level 2 support will be performed by TriMin and chargeable to MnCCC as listed in *Attachment C*. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

D. Level 3 Support

Perform IFSpI/CD code analysis, programming, testing and project management related to bugs as escalated from Level 2 support and for on-going software maintenance on the underlying architecture of IFSpI/CD with the goal of remaining current with respect to the "code stack" that supports the functional capabilities of IFSpI and Cash Drawer. The code stack refers to, but is not limited to: security layer, web browser, web server, framework, software libraries and scripting language, web services and other interfaces. In addition to the activity above, on-going technical documentation updates related to the changes will be needed.

Level 3 support will also include the following:

1. Estimating of IFSpI Functional Enhancement Requests, based on the documented requirements as submitted by MnCCC and Level 2 support.
2. Technical Design of approved Functional Enhancement Requests, with review and sign-off by MnCCC prior to coding activities on projects over 20 hours.
3. Project Management, Coding and Technical testing of Functional Enhancements.

4. On-going design, development, technical testing and deployment as described in "IFSpi Infrastructure Modernization" Section II-E below.

Level 3 support will be performed by TriMin and chargeable to MnCCC. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

E. Installation Support

For counties/agencies not able or interested in performing their own IFSpi product updates or installation of new releases, or who do not have another provider (i.e. MSCC), TriMin will perform the installations as part of this optional support element. A minimum of one hour fee will be charged per installation, with more time charged as needed for more complex installations or support, per the fee table in *Attachment A*.

Installation support will be performed by TriMin and chargeable only to counties who choose this option.

F. IFSpi Analyst Services

In addition to Level 2 and Level 3 Support activities, the TriMin staff assigned the IFSpi Analyst workload will proactively engage in the following:

1. On-going updates to IFSpi end user documentation. TriMin to develop and manage a "plan" for on-going user documentation updates that will be prioritized and based on analysis of frequent support topics and the need to replace legacy (green screen) documentation over time.
2. Develop training materials and training videos for use by IFSpi community. Provide web and/or "live" training quarterly at events mutually agreed upon with MnCCC.
3. Serve as primary liaison to the Joint IFS Committee (JIC), JIC Subcommittees and work directly with MnCCC and individual MnCCC end users as appropriate, to fully define and document requirements for IFSpi functional enhancements prior to submission to Level 3 for estimates, or coding activities.
4. Provide communication from MnCCC to Level 3 technical staff regarding functional requirements for IFSpi and Cash Drawer and support end users needs and desires with respect to the software.

IFSpi Analyst role will be performed by TriMin and chargeable to MnCCC. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

G. IFSpi Infrastructure Modernization Projects

TriMin will develop and maintain an IFSpi Infrastructure Modernization Projects report document to review with MnCCC at each bi-monthly meeting of the IFSpi Advisory Committee (JIC), to include:

- Descriptions of specific ongoing modernization projects that have been performed and/or are planned to be performed – including the rationale for why it is/was needed and hours logged/planned to support activities.

- Modernization Projects (1500 hours per year) will be prioritized and approved by MnCCC and reported on at bi-monthly IFSpi Advisory Committee Meetings as part of above report.

The IFSpi infrastructure modernization projects fund to include 4,500 person hours during this three-year agreement, initially allocated at 1,500 hours for each calendar year, with bi-monthly report out on specific progress made against approved plans and hours logged. Should 1,500 hours not be sufficient for the demand/needs in this area, then additional hours may be authorized by MnCCC during a calendar year, including the allocation of hours from future years, and/or new hours chargeable at time and materials rates, per **Attachment A**.

Should TriMin fail to utilize 1,500 hours in support of IFSpi infrastructure modernization during a given calendar year, then any unused hours will be rolled into the next calendar year(s). During year 3 of this agreement, if the balance of hours required for IFSpi infrastructure projects, based on actual activity in year 1 and year 2, is projected to be greater than remaining hours required to support known modernization projects then hours may be shifted to IFSpi functional enhancement activity to "consume" available hours. At this contract's end (December 31, 2024) any unused hours will not be recoverable.

IFSpi modernization will be performed by TriMin only and associated costs are included in this Agreement.

H. Additional Requirements

1. TriMin must obtain written permission from MnCCC to add any plug-ins or third-party code incorporated into the IFSpi system. This includes, but is not limit to, any "Freeware" or "Shareware". Once approved, those plug-ins will be maintained and updated as part of this Agreement without any additional fees, unless a special support addendum is executed and attached to this Agreement. TriMin will continue to provide MnCCC a detailed list specifying all third-party code and plug-ins, used in the existing IFSpi application. The listing to be updated and provided to MnCCC annually, or more frequently if any significant changes made. MnCCC acknowledges and agrees that pre-existing plug-ins and third-party code incorporated into the IFSpi system are accepted, and shall remain subject to support hereunder.
2. TriMin shall provide current, full and detailed database and application design and programming documentation for all parts of the IFS application including 3rd party add-ons.
3. TriMin shall follow the MnCCC policy on submission of source code and documentation to MnCCC.
4. TriMin shall maintain and provide to MnCCC annually, or more frequently as requested by MnCCC, the following Version Control documents:
 - a. County/Agency Listing – Identifying version level of IFSpi and Cash Drawer (if installed) for each county/agency.
5. TriMin shall deliver 2 new major releases (to include functional enhancements) per calendar year of IFSpi and Cash Drawer, with minor releases or patches (to support technical issues or critical bug fixes) also delivered as needed and available according to overall priorities and coordination with JIC. If Automated Testing is implemented in the future, then consideration for additional major releases per calendar year can be considered.
 - a. Enhancements approved by JIC will be assigned to a specific future release and reported to JIC in terms of specific release number to be included in, and expected availability date for said release.

- b. The latest release notes documentation to include functions added to IFSpi and Cash Drawer in the latest release.

I. Service Level Agreement, Priorities and Escalation – See Attachment B.

J. Virus, Malware, Unapproved and/or Unauthorized Code

1. The current business practice in today's world is the electronic distribution of application software, data, help files, etc. from TriMin. This can be achieved either via an electronic download of information through the internet, or through the receipt of electronic media (e.g. DVD, CD, tape, etc.). It is imperative that TriMin take responsibility for delivering their electronic files with no virus, malware or unapproved/unauthorized code to MnCCC. TriMin warrants and represents that any data, programs, hardware or firmware provided, or sourced, by TriMin to MnCCC shall be free, at the time of shipment, of any computer virus, malware, unapproved and/or unauthorized code.
2. "Virus, Malware, Unapproved and/or Unauthorized Code" shall be defined as any harmful or hidden programs or data incorporated therein with malicious or mischievous intent, including any code, program or device that would shut off or otherwise allow unrestricted access and use by MnCCC, its members and other licensees. This would also include, but not limited to, the entering of any illegal, virus, malware, unapproved and/or any unauthorized code containing or triggering any copyright, insane, mentally disturbing, vulgar, adult or porn type, virus, malware, trojans, bugs, tracking or reporting code or device, or politically motivating data into MnCCC and / or member systems or networks.

K. Compliance with Laws

The parties shall each abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect, or here after 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. This Agreement shall be governed by and construed in accordance with the internal substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement, to be commenced by TriMin or MnCCC, shall be venued in the applicable federal or state courts located in Ramsey County, Minnesota, and TriMin and MnCCC each hereby irrevocably consents to the jurisdiction and venue of such courts.

L. Ownership, Proprietary Considerations and Data Security

1. TriMin agrees to ensure confidentiality of all work performed pursuant to this Agreement, including source code development and all MnCCC/TriMin documentation pertaining to the system design to avoid pirating of this information and subsequent software license disputes. TriMin shall assign to MnCCC, and MnCCC shall solely own any data, databases, programs, or interfaces developed by TriMin as a result of this Agreement.
2. MnCCC and TriMin agree that all materials and information developed under this Agreement shall become the sole property of MnCCC.

3. TriMin agrees to protect the security of and to keep confidential all data received or produced under the provisions of this Agreement, and shall not disclose them without the prior written consent of MnCCC.
4. Procedures and software created by TriMin pursuant to this Agreement, or modifications made to existing software to meet the specifications herein, shall be proprietary to MnCCC. TriMin shall not disclose or otherwise make said software available to third-parties, or utilize in any other non-related applications without prior written consent of MnCCC.
5. TriMin shall not disclose to any party any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness or problem regarding data security in users' computer systems, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by MnCCC and/or MnCCC members, without express written authorization of the other party. The provisions of this Section, shall survive the expiration or termination of this Agreement.

III. Items Not Included

This Agreement does not include support for non-IFSpi issues. Below are some examples of items not included in this support agreement, which will be identified and disclosed by TriMin to MnCCC as non-included services, in order to provide an opportunity for MnCCC (and in certain cases, MnCCC's end user) to accept or decline such services in writing and prior to initial performance by TriMin in each case:

1. Any third-party software (fees or support), this does not include any 3rd party code or plug-ins used in the application.
2. Server migrations and server setup.
3. Operating System updates or troubleshooting (IBM i or Windows servers).
4. Applying application server and/or web server updates.
5. Networking issues internal to county or agency.
6. Local PC operating system support or troubleshooting.
7. Remote connection issues.
8. IFSpi functional enhancements greater than 20 hours, without additional approval and funding by MnCCC.
9. Other support for non-IFSpi / non-Cash Drawer applications or county systems.
10. Future third-party fees (if any) for what is currently "freeware" embedded within IFSpi (i.e. Crystal Reports viewer, xls converter, PDF viewer, etc.).

IV. Billings of Charges and Costs

- A. TriMin shall bill MnCCC the charges and costs for all support services, and at the rates set forth in Attachment A.

The minimum fee to be paid to TriMin for support services for IFSpi support over the duration of this Agreement shall be \$910,000 in 2022, \$952,600 in 2023, and \$995,500 in 2024, with support fees as defined in Attachment A. Any expenditure in addition to those specified above must be pre-

authorized in writing by MnCCC. Additional services will be provided at the hourly rates and specifications defined in Sections C and D below.

Calendar quarter shall mean three (3) consecutive calendar months and the quarter shall commence with, respectively, the months of January, April, July, and October, of each calendar year. TriMin shall invoice MnCCC, and MnCCC shall invoice and collect quarterly support fees from its users.

- B. Invoices pursuant to Section III-A, above, shall be billed in advance to MnCCC on a quarterly basis and shall be paid by MnCCC within sixty (60) days of the date of the invoice, other than any portion(s) disputed in good faith by MnCCC.
- C. The chargeable hourly rates by TriMin during the duration of this Agreement for project management, technical work and training personnel shall be those as defined in Attachment A.
- D. For any and all services pre-authorized by MnCCC, the breakdown of the actual hours worked shall be reported by TriMin to MnCCC, which reserves the right to inspect TriMin's time records to substantiate charges and costs.
- E. Direct Support (projects outside of this support Agreement) will also be available to users at the annual rates specified in Attachment A. Direct Support services will be billed to MnCCC, who will then bill the requesting county. Both requesting county and MnCCC to sign any related Statement of Work (SOW).
- F. For services pre-authorized and performed pursuant to this Agreement, TriMin is authorized to bill for time incurred in actual travel, and for all transportation and overnight expenses except automobile mileage as per the US General Services Administrative Schedule.
- G. Non-payment and remedies of TriMin: In the event that MnCCC does not pay TriMin within sixty (60) days of the date of the invoice (other than any portion disputed in good faith), TriMin shall have the option to terminate its obligation to render further services to MnCCC upon at least ninety (90) days' written notice thereof.

V. Representations, Warranties and Indemnifications of the Parties

- A. Each party represents and warrants that it has the right to enter into this agreement
- B. Except as expressly provided in this Agreement, neither party makes any warranty, either express or implied, with respect to the IFSpi computer software system or software supports services provided herein, their quality, merchantability, or fitness for a particular purpose. Except as expressly provided in this Agreement, there are no warranties, either express or implied, regarding the IFSpi computer software system or software support services provided hereunder, and any and all such warranties are hereby disclaimed and negated. No oral or written information or advice given by either party or its employees shall create a warranty or make any modification, extension or addition to this warranty.
- C. In no event whatsoever shall either party be liable to the other or to third-parties for any damages caused, in whole or in part, by the use of the IFSpi computer software system or the software

support services provided hereunder, or for any lost revenues, lost profits, lost saving or other direct or indirect, incidental, special, statutory or consequential damages incurred by any person, even if advised of the possibility of such damages or claims.

D. TriMin further represents, warrants and agrees as follows:

1. TriMin represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above will be designed and developed in a skilled, ethical, professional and lawful manner, and are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties and will execute on the IBM ISeries, Current Microsoft Server and SQL, PC networks, and WebSphere Application server (or mutually agreed upon future modernizations).
2. TriMin further warrants that these services will not alter or diminish the underlying performance of the existing IFSpi software system.
3. TriMin represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products, that are each hereby irrevocably assigned to and shall be owned by MnCCC, that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, trade secret or other third-party legal rights.
4. TriMin will provide true, correct and complete copies of the IFSpi source code to MnCCC and at no charge at least twice per calendar year, and at other times upon MnCCC's reasonable request. MnCCC will provide TriMin with written media, logistics, and delivery instructions.
5. TriMin agrees to perform background checks on any new hires that may provide services to MnCCC during the term of this Agreement, and to have all employees providing services hereunder as of or after January 1, 2022, bonded to work on a financial system by a bonding company authorized by the State of Minnesota. If MnCCC desires to increase the bonding amount beyond the amount TriMin has secured then any additional fees associated with the increase in bonding amount will be paid for by MnCCC over and above the fees listed in section IV above.

E. MnCCC further represents, warrants and agrees as follows:

1. MnCCC represents, warrants, and covenants that it will provide the cooperation and assistance of its personnel, as reasonably required, and as would be necessary for the completion of TriMin's services hereunder, to the extent that the services are being rendered for MnCCC and for the MnCCC activity or system involved.
2. MnCCC represents and warrants that it will make prompt and full disclosure to TriMin of any unpublished information it receives regarding the government requirements and regulations related to the government program which the system services, in order to assist TriMin with its ongoing contractual obligations to monitor Minnesota legislative and administrative activities, and to update IFSpi, in order to accommodate applicable changes in Minnesota laws.

VI. Other Conditions

A. Entire Agreement

Requirement of a Writing: It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

B. Non-Assignment

TriMin shall not assign any interest in the Agreement without the prior written consent of MnCCC thereto, provided, however, that claims for money due or to become due to TriMin from MnCCC under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval.

C. Conflicts of Interest

TriMin covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under this Agreement. TriMin further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.

D. Subcontracting

None of the work or services covered by this Agreement, and properly authorized by MnCCC, shall be subcontracted without prior written approval of MnCCC. TriMin shall provide MnCCC with written notification requesting the use of subcontract resource ahead of engaging the resource. MnCCC shall respond in writing, in a timely manner, with approval or denial of request.

Said written consent shall not be unreasonably withheld in the event that TriMin shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the full responsibility and liability of TriMin hereunder to MnCCC.

Furthermore, such third-party subcontractor(s) shall produce an expressed agreement acknowledging receipt of a copy of this Agreement and such third-party's agreement to be bound by its provisions, as well as any nondisclosure agreements or other obligations in force between TriMin and MnCCC.

E. Expense Incurred

No payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulation.

F. Independent Contractor

For the purpose of this Agreement, TriMin is an independent contractor. Any and all employees, members, or associates or other persons, while engaged in the work or services required to be performed by TriMin under this Agreement, shall be considered employees of TriMin; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or TriMin, shall in no way be the obligation, liability or responsibility of MnCCC.

G. Insurance. TriMin, for the benefit of itself and MnCCC, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following:

1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned, and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than one million five hundred thousand dollars (\$1,500,000) per accident for combined single limit.
2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than one million dollars (\$1,000,000) for property damage arising from one (1) occurrence, one million dollars (\$1,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and one million dollars (\$1,000,000) for total personal injury and/or damages arising from one (1) occurrence. Such policy shall also include contractual liability coverage.
3. Statutory Worker's Compensation Insurance.
4. Professional liability (errors and omissions) insurance in an amount of not less than two million dollars (\$2,000,000).
5. TriMin will provide MnCCC with certificates of insurance by the end of the first month of the Agreement. The certificate of insurance shall provide that the insurance carrier will notify MnCCC in writing at least thirty (30) days prior to any reduction, cancellation, or material alteration in TriMin's required minimum insurance coverage. MnCCC shall be named as an additional insured party in each policy.

H. Local Alterations

For the system supported under this Agreement, the version maintained by TriMin shall be designated the "Base System". The parties to this Agreement agree to accept the base system and modifications to the base system as approved by the MnCCC. TriMin shall not be liable for claims arising from any and all versions that include local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the system documentation.

I. Data Practices

All data collected, created, received, maintained, disseminated or used for any purposes in the course of TriMin's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other applicable state and federal laws, including those on data privacy. TriMin agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. TriMin designates Director of Services, as its "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data. Any replacement of TriMin's responsible authority will be effective on MnCCC's receipt of written notice thereof given by TriMin.

J. Force Majeure

TriMin shall not be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers.

K. Severability

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.

L. Governing Laws

The internal laws of the State of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement, without regard for applicable conflicts of law principles.

M. Non-Discrimination

In carrying out the terms of this Agreement, TriMin shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, marital status, national origin, disability, or public assistance.

N. Document Examination

All books, records, documents and accounting procedures and practices of TriMin relative to this Agreement are subject to examination by MnCCC, and either the legislative auditor or the state auditor as appropriate in accordance with the provisions of Minn. Stat. Section 16B.06, Subd. 4.

VII. Term and Termination

The term of this Agreement shall be January 1, 2022, to December 31, 2024, inclusive, unless earlier terminated prior to expiration as provided by herein.

This Agreement may be terminated prior to expiration by MnCCC or by TriMin for default, and by written notice of default given by the non-breaching party, and to be effective upon expiration of a designated cure period of not less than thirty (30) days', unless the party alleged to be in default has cured such default(s) within such thirty (30) day cure period.

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

Accepted and Agreed for
TriMin Systems, Inc.:
Signed By: [Signature]
Name: Joe McNiff
Title: VP / Director of Services
Date: 11/3/2021

Accepted and Agreed for
MnCCC:
Signed By: [Signature]
Name: _____
Title: MnCCC Chair
Date: 11/4/2021

Accepted and Agreed for
MnCCC:
Signed By: [Signature]
Name: Lisa C. Meredith
Title: Executive Director
Date: 11/4/2021

Accepted and Agreed for
MnCCC:
Signed By: [Signature]
Name: Michelle May
Title: JIC Chair
Date: 10/28/2021

ATTACHMENT A

IFSPI Support Agreement 2022 – 2024

Fee Summary – Annual

| <u>Support Elements</u> | <u>Support Fees</u> <u>2022</u> | <u>Support Fees</u> <u>2023</u> | <u>Support Fees</u> <u>2024</u> |
|---------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| Level 1 Support | \$ 145,000.00 | \$ 150,000.00 | \$ 155,000.00 |
| Level 2/3 Support | \$ 575,000.00 | \$ 605,000.00 | \$ 635,000.00 |
| Infrastructure Modernization Projects | \$ 190,000.00 | \$ 197,600.00 | \$ 205,500.00 |
| Annual Contract Total | \$ 910,000.00 | \$ 952,600.00 | \$ 995,500.00 |

IFS Analyst role fees are included in Level 2/3 Support in the Fee Summary above, as the IFS Analyst role is primarily responsible for Level 2 Support and Level 3 enhancement coordination with JIC, in addition to other duties for IFS Analyst role as listed earlier in this document.

| | | | |
|----------------------------------|-------------|-------------|-------------|
| IFSpi Release Update Fees | 2022 | 2023 | 2024 |
| Hourly Rates | \$175 | \$180 | \$180 |

ATTACHMENT B

Service Level Agreement (SLA) Obligations and Procedures – IFSpi Support

This Attachment defines the SLA requirements referenced in the master agreement.

Severity Levels, Prioritization, and Response Time Requirements

- Each Support request will be logged into TriMin's support tracking system (JIRA) and assigned a unique tracking number.
- New Support Requests will be given a label regarding Severity:
 - Severity 1: Critical Business Impact* - IFSpi system is not accessible
 - Severity 2: Significant Business Impact* - An IFSpi component is unavailable to users
 - Severity 3: Some Business Impact* - IFSpi system is fully available, but a significant issue is causing delays or workarounds
 - Severity 4: Minimal Business Impact* - IFSpi system is fully available, but minor issue requires assistance
- Highest priority will be given to Severity 1 issues, with Severity 2, 3, and 4 in descending priority sequence.
- End user will assign severity, TriMin can adjust severity label with MnCCC approval.
- Response Time Goals:
 - Severity 1** – Within 1 hour for initial response, with all available TriMin resources to support until IFSpi system is up and running again. TriMin resources will work 7 days a week, 24 hours a day until the issue is solved. TriMin will provide regular updates to the client personnel on the status and resolution of the issue. MnCCC and the effected client personnel shall be notified if the issue is not resolved in 4 hours. The notification shall include an expected time to resolution. This update shall occur every 4 hours until the issue is resolved.
 - Severity 2** – Within 2 hours for initial response, subject to Severity 1 priorities, with all available resources to support issue resolution until the issue is solved. Regular updates (at least at every 20 hour work interval) will be provided by TriMin to client designated staff. Escalation to designated MnCCC and client-personnel is required after 20 working hours if the issue has not been resolved. TriMin will work on these issues during normal business hours.
 - Severity 3** – Within 4 hours for initial response, subject to Severity 1 and 2 priorities. Regular updates (at least at every 40 hour work interval) will be provided by TriMin to client designated staff. Escalation to designated MnCCC and client-personnel is required after 60 working hours if the issue has not been resolved. TriMin will work on these issues during normal business hours.

Severity 4 – within 8 hours for initial response, subject to Severity 1, 2 and 3 priorities. TriMin will work on during normal business hours. These issues are expected to be resolved within a commercially reasonable time. No escalation of these types of issues is required unless the issue has not been resolved within 3 months. After 3 months escalation of the issue must be made to MnCCC, and the affected client designated staff.

Hours of Service

TriMin Support for IFSpi will be staffed and available from 8:00 A.M. to 4:30 P.M. central time, Monday through Friday, excluding TriMin holidays.

Boundaries of Service

The focus of TriMin's support is the IFSpi application and while many other factors can affect the availability and performance of IFSpi, TriMin will engage and assist in problem determination until an acceptable resolution is reached. Issues not covered by IFSpi support may include:

- Internal county/agency IT responsible systems
- Another vendor/application support not related to IFSpi
- IBM core operating systems, except as related to IBM standard updates that IFSpi must operate under/or with.
- Microsoft core operating systems, except as related to Microsoft standard updates that IFSpi must operate under/or with.
- Billable services from TriMin (for a project outside of IFSpi Support Agreement)

Examples of services not covered under the IFSpi Support Agreement:

- 3rd party software fees or support unless the 3rd party software is part of the IFSpi application.
- Server migrations and server setup.
- Operating System updates or troubleshooting (IBM or Windows servers), except as related to Microsoft or IBM standard updates that IFSpi must operate under / or with.
- Applying OS updates to application and/or web server updates.
- Networking issues internal to county or agency.
- PC issues or PC troubleshooting, except as related to Microsoft or IBM standard updates that IFSpi must operate under / or with.
- Remote connection issues.
- Issues controlled by State of MN.
- Issues caused or initiated by county/agency that impact IFSpi or Cash Drawer that require TriMin assistance to resolve (i.e. user error - approving budget prematurely and needing to manually "fix" data).
- Support for non-IFSpi / non-Cash Drawer applications or county systems.

- o Future 3rd party fees (if any) for what is currently "freeware" embedded within IFSpi (i.e. Crystal Reports viewer, xls converter, PDF viewer, etc.) These must be identified ASAP and a written report supplied to MnCCC within 90 days of contract signing.

Customer Responsibilities

- IFSpi Users will support their own requests for support with timely communication during and after problem resolution.
- IFSpi users will provide a high speed remote access capability to TriMin, as needed, to help resolve support issues. TriMin agrees to follow the individual agencies / counties requirements for this connectivity.
- IFSpi users will work with their local IT staff to rule out local issue before contacting TriMin.
- IFSpi users are encouraged to consult the TriMin IFS Portal and/or IFS Golden for additional help information.
- Users need to supply as much detail of the issue to the TriMin help desk as possible. Examples of information needed is:
 - o Knowing if they are running IE in compatibility mode, and what IE version they are on.
 - o Knowing if the issue is isolated, or happening multiple time and to different IFSpi users.
 - o If the problem can readily be recreated, knowing the specific steps that cause the issue.
 - o Knowing if any changes have occurred in the local system/network environment (new levels of operating system, or hardware, or web server, etc.).
 - o If any local diagnostics were run, being able to share them with TriMin.
 - o Sharing screen shots of issue, or error code.

Reporting

- TriMin will provide MnCCC approved reports to MnCCC concerning the following aspects of IFSpi Support. These reports shall be supplied bi-monthly or on a schedule mutually agreed to by MnCCC, and TriMin
 - o Volume of Support Issues (new vs. resolved).
 - o Resolution Type for Support Issues.
 - o Volume of Issues by reporting agencies.
 - o Trends in support.
 - o Severity 1, 2, 3, 4 issues reported/resolved.
 - o "Bugs" fixed/pending.
 - o Enhancements completed/pending.
 - o Modernization Project activities status and hours usage.

ATTACHMENT C

Level of Support document to be maintained by JIC and list shared with TriMin upon commencement of this agreement and when any changes are made.

BOARD RATIFICATION STATEMENT

The Board of _____ Kanabec County _____ has ratified the Professional Services Agreement between TriMin Systems Inc. and the Minnesota Counties Computer Cooperative (MnCCC) for the maintenance and support of IFS. The Agreement will be effective January 1, 2022 through December 31, 2024. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this agreement.

Signed: _____
Board Vice Chair

Date: _____

Attest: _____

Title: _____

Date: _____



10:05am Appointment - Item a.

December 21, 2021

REQUEST FOR BOARD ACTION

| | |
|--|---|
| a. Subject: 2022 Non-Union Employee Wages | b. Origination: Coordinator |
| c. Estimated time: 2 minutes | d. Presenter(s): HR Specialist Kim Christenson |

e. Board action requested:

Approve the Non-union and elected officials 2022 wage scale.

Resolution #__ – 12/21/21

ORDER OF THE BOARD

BE IT RESOLVED to approve the following wage scale for non-union employees and elected officials effective January 1, 2022:

2022 - 2.5% Increase

| Grade | A | B | C | D | E | F | G | Grade |
|-------|----------|----------|----------|----------|----------|----------|----------|-------|
| 1 | \$ 13.03 | \$ 13.52 | \$ 14.01 | \$ 14.50 | \$ 14.99 | \$ 15.48 | \$ 15.97 | 1 |
| 2 | \$ 13.81 | \$ 14.33 | \$ 14.85 | \$ 15.37 | \$ 15.89 | \$ 16.41 | \$ 16.93 | 2 |
| 3 | \$ 14.65 | \$ 15.20 | \$ 15.74 | \$ 16.29 | \$ 16.84 | \$ 17.39 | \$ 17.94 | 3 |
| 4 | \$ 15.52 | \$ 16.11 | \$ 16.69 | \$ 17.26 | \$ 17.85 | \$ 18.43 | \$ 19.02 | 4 |
| 5 | \$ 16.45 | \$ 17.07 | \$ 17.69 | \$ 18.30 | \$ 18.92 | \$ 19.54 | \$ 20.15 | 5 |
| 6 | \$ 17.44 | \$ 18.10 | \$ 18.75 | \$ 19.41 | \$ 20.06 | \$ 20.71 | \$ 21.37 | 6 |
| 7 | \$ 18.49 | \$ 19.18 | \$ 19.87 | \$ 20.57 | \$ 21.26 | \$ 21.95 | \$ 22.64 | 7 |
| 8 | \$ 19.59 | \$ 20.33 | \$ 21.06 | \$ 21.80 | \$ 22.54 | \$ 23.27 | \$ 24.01 | 8 |
| 9 | \$ 20.77 | \$ 21.55 | \$ 22.33 | \$ 23.11 | \$ 23.89 | \$ 24.67 | \$ 25.45 | 9 |
| 10 | \$ 22.02 | \$ 22.85 | \$ 23.67 | \$ 24.49 | \$ 25.32 | \$ 26.15 | \$ 26.97 | 10 |
| 11 | \$ 23.56 | \$ 24.44 | \$ 25.33 | \$ 26.22 | \$ 27.09 | \$ 27.98 | \$ 28.86 | 11 |
| 12 | \$ 25.21 | \$ 26.15 | \$ 27.10 | \$ 28.05 | \$ 28.99 | \$ 29.94 | \$ 30.88 | 12 |
| 13 | \$ 26.97 | \$ 27.99 | \$ 29.00 | \$ 30.00 | \$ 31.02 | \$ 32.03 | \$ 33.05 | 13 |
| 14 | \$ 28.87 | \$ 29.95 | \$ 31.03 | \$ 32.10 | \$ 33.19 | \$ 34.27 | \$ 35.35 | 14 |
| 15 | \$ 31.17 | \$ 32.34 | \$ 33.51 | \$ 34.68 | \$ 35.85 | \$ 37.02 | \$ 38.19 | 15 |
| 16 | \$ 33.66 | \$ 34.93 | \$ 36.19 | \$ 37.45 | \$ 38.72 | \$ 39.97 | \$ 41.24 | 16 |
| 17 | \$ 36.36 | \$ 37.72 | \$ 39.09 | \$ 40.45 | \$ 41.81 | \$ 43.18 | \$ 44.54 | 17 |
| 18 | \$ 39.27 | \$ 40.74 | \$ 42.21 | \$ 43.69 | \$ 45.16 | \$ 46.63 | \$ 48.10 | 18 |
| 19 | \$ 42.41 | \$ 44.00 | \$ 45.59 | \$ 47.18 | \$ 48.77 | \$ 50.36 | \$ 51.96 | 19 |
| 20 | \$ 45.80 | \$ 47.52 | \$ 49.24 | \$ 50.95 | \$ 52.67 | \$ 54.39 | \$ 56.10 | 20 |
| 21 | \$ 49.47 | \$ 51.32 | \$ 53.18 | \$ 55.03 | \$ 56.88 | \$ 58.74 | \$ 60.59 | 21 |
| 22 | \$ 53.43 | \$ 55.43 | \$ 57.43 | \$ 59.44 | \$ 61.44 | \$ 63.44 | \$ 65.44 | 22 |

f. Background:

Supporting Documents: None

Attached:

Date Received in County Coordinator's Office:

N/A

Coordinator's Comments:

10:05am Appointment

Item b

December 21, 2021

REQUEST FOR BOARD ACTION

| | |
|---|---|
| a. Subject: 2021 Homemaker Pay Scale | b. Origination: Coordinator's Office |
| c. Estimated time: 2 mins | d. Presenter(s): HR Specialist Kim Christenson |

e. Board action requested:

WHEREAS the State of Minnesota's minimum wage has increased to \$10.33 per hour effective January 1, 2022, and

WHEREAS the starting wage for a Homemaker with Kanabec County is currently \$10.08, and

WHEREAS Kanabec County needs to be in compliance as of January 1, 2022, and

NOW, THEREFORE BE IT RESOLVED, that the new pay scale per the new minimum wage is adopted for the Homemaker position:

2022 Homemaker Pay Scale

| A | B | C | D | E | F | G |
|---------|---------|---------|---------|---------|---------|---------|
| \$10.33 | \$10.64 | \$10.98 | \$11.35 | \$11.74 | \$12.15 | \$12.56 |

f. Background:

Minimum wage is increasing from \$10.08 per hour to \$10.33 per hour effective Jan 1, 2022.

Previous pay scale:

2021 Homemaker Pay Scale

| A | B | C | D | E | F | G |
|---------|---------|---------|---------|---------|---------|---------|
| \$10.08 | \$10.61 | \$10.98 | \$11.35 | \$11.74 | \$12.15 | \$12.56 |

Supporting Documents: None: ☒ Attached:

Date Received in County Coordinator's Office:

Coordinators Comments:

10:05am Appointment

Item c

December 21, 2021

REQUEST FOR BOARD ACTION

| | |
|---|---|
| a. Subject: Commissioners Wage Order | b. Originating Dept: County Coordinator |
| c. Estimated time: 2 Min. | d. Presenter(s): HR Specialist Kim Christenson |

e. Board action requested:

Resolution # – 12/21/21

WHEREAS, Minnesota Statute 375.055 requires that the County Commissioners' compensation be set by resolution in the year preceding the action;

BE IT HEREBY RESOLVED to set the annual wage for the year 2022 for Kanabec County Commissioners set at \$23,678.20 annually.

f. Background:

Previous Wages:

| | Hourly | Annual |
|-----------|---------|----------|
| 2021 rate | \$12.69 | \$23,095 |
| 2020 rate | \$12.69 | \$23,095 |
| 2019 rate | \$12.47 | \$22,695 |
| 2018 rate | \$12.47 | \$22,695 |
| 2017 rate | \$12.05 | \$22,027 |
| 2016 rate | \$11.59 | \$21,107 |
| 2015 rate | \$11.21 | \$20,492 |
| 2014 rate | \$11.21 | \$20,492 |
| 2013 rate | \$11.05 | \$20,199 |
| 2012 rate | \$11.09 | \$20,261 |
| 2011 rate | \$11.09 | \$20,261 |

Supporting Documents: None
Attached:

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

Coordinators Comments:

10:05am Appointment

Item d

December 21, 2021

REQUEST FOR BOARD ACTION

| | |
|---|---|
| a. Subject: Job Description Re-evaluations | b. Origination: Coordinator |
| c. Estimated time: 5 minutes | d. Presenter(s): HR Specialist Kim Christenson |

e. Board action requested:

Approve the attached resolutions for re-evaluation of job descriptions

Resolutions #1-3: Resolutions accepting job titles with new rankings

f. Background:

Job descriptions are evaluated on a 3 year cycle. Job descriptions were sent out to department heads for updating then sent back to the Coordinator's Office for further review.

The following job descriptions were not part of the mass approval that was done on November 2 because they were not ready.

These were sent to MRA for further review by our pay consultant. The pay consultant felt that the job descriptions had updates that affected the overall scoring of the respective job description. Therefore these 3 job descriptions will move to their respective pay grades effective January 1, 2022.

Jobs descriptions changed were:

- Jail Sergeant
- Jail Programmer
- Correctional Officer/Dispatcher

Supporting Documents: None **Attached:** ☒

| |
|---|
| Date received in County Coordinators Office: |
|---|

Coordinators Comments:

Resolution #1

RESOLUTION #__ - 12/21/21

Jail Sergeant

WHEREAS Kanabec County Policy P-106, Section IV.A. calls for a reevaluation of all county job classifications on a three year rotation, and

WHEREAS the Jail Sergeant position is on the rotation schedule for 2021, and

WHEREAS the HR Specialist has submitted updated job description and physical analysis to the wage consultant at MRA for evaluation, and

WHEREAS the wage consultant has examined and evaluated the job description and recommends the grade for the above job title increase one level;

| | Old Rating Grade 13 | | | New Rating Grade 14 | |
|---------------------|------------------------|------------|--|------------------------|------------|
| Category | Rank | Points | | Rank | Points |
| Qualifications | q45 | 91 | | q45 | 91 |
| Decisions | d30 | 52 | | d31 | 63 |
| Problem Solving | p14 | 55 | | p15 | 74 |
| Relationships | r19 | 79 | | r19 | 79 |
| Effort A | ea9 | 5 | | ea9 | 5 |
| Effort B | eb12 | 17 | | eb12 | 17 |
| Hazards | h15 | 30 | | h18 | 25 |
| Environment | n15 | 29 | | n15 | 29 |
| TOTAL POINTS | | 358 | | | 383 |

BE IT RESOLVED that it is the decision of the county board to accept the changes to the job descriptions and approve the wage consultants recommendations, and

BE IT FUTHER RESOLVED to accept the ranking for the “Jail Sergeant” position, which results in Pay Range 14, and

BE IT FURTHER RESOLVED that this change is effective January 1, 2022.

Resolution #3

RESOLUTION #__ - 12/21/21

Jail Programmer

WHEREAS Kanabec County Policy P-106, Section IV.A. calls for a reevaluation of all county job classifications on a three year rotation, and

WHEREAS the Jail Programmer position was placed on the rotation schedule for 2021, and

WHEREAS the HR Specialist has submitted updated job description and physical analysis to the wage consultant at MRA for evaluation, and

WHEREAS the wage consultant has examined and evaluated the job description and recommends the grade for the above job title increase one level;

| | Old Rating Grade 11 | | | New Rating Grade 12 | |
|---------------------|--------------------------------|---------------|--|--------------------------------|---------------|
| Category | Rank | Points | | Rank | Points |
| Qualifications | q46 | 100 | | q46 | 100 |
| Decisions | d16 | 36 | | d23 | 43 |
| Problem Solving | p14 | 55 | | p14 | 55 |
| Relationships | r13 | 48 | | r13 | 48 |
| Effort A | ea9 | 5 | | ea9 | 5 |
| Effort B | eb11 | 12 | | eb11 | 12 |
| Hazards | h14 | 20 | | h18 | 25 |
| Environment | n15 | 29 | | n15 | 29 |
| TOTAL POINTS | | 305 | | | 317 |

BE IT RESOLVED that it is the decision of the county board to accept the changes to the job descriptions and approve the wage consultants recommendations, and

BE IT FUTHER RESOLVED to accept the ranking for the “Jail Programmer” position, which results in Pay Range 12, and

BE IT FURTHER RESOLVED that this change is effective January 1, 2022.

Resolution #3

RESOLUTION #__ - 12/21/21

Correctional Officer/Dispatcher

WHEREAS Kanabec County Policy P-106, Section IV.A. calls for a reevaluation of all county job classifications on a three year rotation, and

WHEREAS the Correctional Officer/Dispatcher position was placed on the rotation schedule for 2021, and

WHEREAS the HR Specialist has submitted updated job description and physical analysis to the wage consultant at MRA for evaluation, and

WHEREAS the wage consultant has examined and evaluated the job description and recommends the grade for the above job title increase one level;

| | Old Rating Grade 9 | | | New Rating Grade 10 | |
|---------------------|-------------------------------|---------------|--|--------------------------------|---------------|
| Category | Rank | Points | | Rank | Points |
| Qualifications | q33 | 63 | | q32 | 57 |
| Decisions | d16 | 36 | | d17 | 43 |
| Problem Solving | p10 | 41 | | p10 | 41 |
| Relationships | r13 | 48 | | r13 | 48 |
| Effort A | ea5 | 4 | | ea10 | 8 |
| Effort B | eb12 | 17 | | eb12 | 17 |
| Hazards | h14 | 20 | | h18 | 25 |
| Environment | n15 | 29 | | n15 | 29 |
| TOTAL POINTS | | 258 | | | 268 |

BE IT RESOLVED that it is the decision of the county board to accept the changes to the job descriptions and approve the wage consultants recommendations, and

BE IT FUTHER RESOLVED to accept the ranking for the “Correctional Officer/Dispatcher” position, which results in Pay Range 10, and

BE IT FURTHER RESOLVED that this change is effective January 1, 2022.

10:15am Appointment

December 21, 2021

REQUEST FOR BOARD ACTION

| | |
|--------------------------------------|---|
| a. Subject: Broadband Update | b. Origination: EDA |
| c. Estimated time: 15 minutes | d. Presenter(s): Heidi Steinmetz |

e. Board action requested:

EDA staff requests that the County Board:

- 1) Receive an update on the EDA's broadband efforts
- 2) Approve an article (see attached draft) to be distributed by the EDA in early January 2022 regarding the status of broadband (high-speed Internet) development in Kanabec County

EDA broadband committee member, Sandy Juettner, drafted the attached article. Sandy is a local marketing consultant and will be in attendance at the December 21st County Board meeting to help with any questions the Board might have with regard to communicating broadband topics.

f. Background:

The Kanabec County Board joined in the area's broadband efforts around 2012 when it became a member of the Kanabec Broadband Initiative (KBI). KBI has since disbanded but the County Board asked the EDA to lead a new effort in 2021 to bring better broadband to the County. Below is a timeline of the County's broadband efforts in 2021, followed by a forecast of efforts heading into 2022.

2021

Feb. 16 County Board authorized EDA to apply for Blandin Foundation's CBR Accelerate program

March-June EDA committee participates in CBR Accelerate program

July 20 County Board authorized EDA to apply for Blandin Foundation's feasibility study grant & authorized a Request for Proposals from consultants to conduct the study

Sept. 7 County Board accepted the feasibility study grant from Blandin, accepted a proposal to conduct the study from HR Green Fiber & Broadband & approved using ARPA funds toward half the cost of the study

Oct. 5 County Board entered contract with HR Green Fiber & Broadband to conduct the study

Oct. 25 County Board Chair Gene Anderson & EDA staff attended initial meeting between East Central Energy staff and County colleagues within ECE's service area

Nov. 2 County Board approved a letter supporting the East Central Energy Board's upcoming broadband efforts

2022

January 18 EDA request to County Board to consider MN Rural Broadband Coalition membership

Early Feb. EDA Broadband Committee prepares recommendation for County ARPA committee

Feb. 15 Final feasibility study presentation to County Board

March 2 EDA request to County Board to use ARPA funds for initial broadband project

Early 2022 EDA to apply for Minnesota [Border to Border Broadband Grant](#)

The main purpose of distributing an article is to provide the most accurate and transparent information to the public regarding where, when and how County-sponsored broadband development could realistically occur in Kanabec County. It is important to distribute this information in January 2022 after the hustle and bustle of the holidays.

In short, the County and East Central Energy Boards will not be presented with financing plans for any broadband project within the County until at least March at the County level and for sure April at East

Central Energy. The actual construction of a project will not happen until financing is approved.

With regards to current projects being completed by broadband providers such as Midco, EDA staff has limited information regarding those projects.

Below is a list of the attached supporting documents:

- | | |
|--|----------|
| ▪ Draft Article (Jan. 3, 2022) | 1 page |
| ▪ County Board Letter of Support (Nov. 2) | 1 page |
| ▪ Kanabec County Times Articles (Nov. 5 & Dec. 2) | 6 pages |
| ▪ Emails from East Central Energy (Oct. 25 & Nov. 23) | 2 pages |
| ▪ <u>MN Rural Broadband Coalition 2022 Membership Form</u> | 1 page |
| | 11 pages |

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office: 12/17/21

Coordinators Comments:

January 3, 2022



Heidi Steinmetz
18 North Vine St, Mora, MN 55051
Office: 320-209-5031
Mobile: 320-515-1674
Email: heidi.steinmetz@co.kanabec.mn.us

Broadband update from Kanabec County EDA

During the past year the Kanabec County Economic Development Authority (EDA), along with a local group, Accelerate Kanabec County, has been exploring ways to bring high-speed/broadband internet service to all Kanabec County residents and businesses. Kanabec County has the lowest access to broadband service in the state while the need for high-speed service has never been greater.

With the approval of the Kanabec County Board of Commissioners and a matching grant from the Blandin Foundation the EDA received funding to hire an engineering firm to do a feasibility study. The firm, HR Green, will document existing facilities available and provide an estimate of what it will take to bring high-speed internet to every home and business in our county.

The results of the study are due to be presented to the Commissioners on February 15, 2022. At that time, the EDA will have the information needed to find appropriate partners and apply for grants and funding to meet our goal of a complete solution for all of Kanabec County.

Residents may have seen news of the expansion of services by some providers. In the news recently we learned of East Central Energy exploring the possibility of offering fiber to the home. The goal of the EDA is to find a solution for ALL of Kanabec County and is staying in contact with all possible partners to achieve that goal.

This spring will bring us more information and we will keep you up-to-date on what we learn.

If you are interested in more detail, contact EDA Director, Heidi Steinmetz, at 320-209-5031 or heidi.steinmetz@co.kanabec.mn.us.



District #1, Dennis McNally
District #2, Gene Anderson
District #3, Les Nielsen
District #4, Rick Mattson
District #5, Craig Smith

OFFICE OF THE
**KANABEC COUNTY BOARD OF
COMMISSIONERS**

18 North Vine Street, Suite 181
Mora, MN 55051
Telephone: (320) 679-6440
Fax: (320) 679-6441

November 2, 2021

East Central Energy
ATTN: ECE Board of Directors
412 Main Avenue North
Braham, MN 55006
RE: 10/25/2021 Broadband Meeting

Dear East Central Energy Board of Directors,

Kanabec County staff recently met with East Central Energy (ECE) staff to discuss potential broadband opportunities to serve residents of Kanabec County. The Kanabec County Board of Commissioners would like to express our support for ECE and would be willing to have further discussions regarding this potential project.

Thank you for your consideration.

Sincerely,

Gene Anderson
Kanabec County Board Chair

https://www.moraminn.com/news/faster-internet-on-its-way-for-some/article_959da750-3cb4-11ec-852a-4bcac32cb465.html

Faster internet on its way (for some)

By Kirsten Faurie editor@moraminn.com
Nov 5, 2021



Fiber optic cable is being buried north of Mora along Highway 65 for a Midco expansion.

Kirsten Faurie | Times

Internet speeds are about to get a whole lot faster for some rural Kanabec County residents. Approximately 600 homes and commercial properties will see their internet speeds increase from less than 100 megabits per second to as fast as 5 gigabits per second (1 gigabit is 1000 megabits).

Midcontinent Communications (Midco) is currently installing fiber optic cable that will greatly expand its service area (see map on page 11). The main portion of the cable is being laid along 5 miles of Highway 65 north of Mora; the line the line will run east along County Road 19/250th Ave. until it is connected to a newly erected communications tower. Fiber is also being laid around Fish Lake

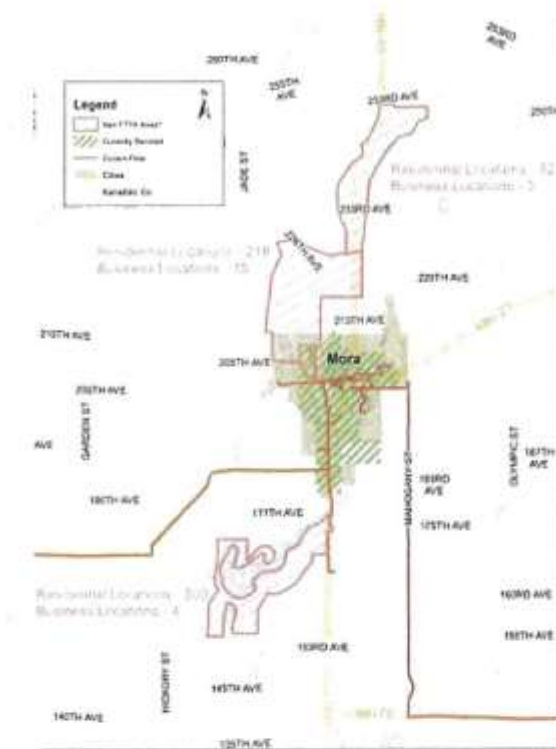
Midco Director of Corporate Communications said the initial cable is being laid now, with the intent to provide fiber-to-home connections to Midco customers in 2022.

Underserved

Kanabec County is currently ranked last of Minnesota's 87 counties in the state for broadband speed and access according to a 2020 Blandin Foundation report, with much of the county being unserved or underserved.

Underserved areas are defined as wireline broadband of at least 25 mbps download speeds and 3 mbps upload speeds, but less than 100 mbps download/20 mbps upload.

Unserved areas are defined as having no wireline broadband of at least 25 mbps download/3 mbps upload.



moracomp

County moves on broadband



www.moraminn.com/bestof

The Kanabec County Board of Commissioners and county staff are taking steps to improve local broadband access with the goal of improving quality of life and boosting economic development.

The county is currently undergoing a broadband feasibility study that will provide the latest information the county would need to gain access to state and federal broadband grant funds.

East Central Energy ponders providing broadband

With a dire need in the area and recent federal developments including substantial broadband funding, East Central Energy is exploring becoming an internet service provider. ECE considered the move in 2019, but at the time was unwilling to take on the financial risk.

The federal funding may shift this decision, and ECE has again begun discussions about providing broadband access to their entire electrical coverage area.

In the past, Kanabec County has struggled to entice providers to service the Kanabec area. The Kanabec County Board of Commissioners wrote a letter of support for ECE to continue discussions regarding the potential project.

State Broadband Goals

The Minnesota Legislature has established clear goals in statute to guide the state's broadband development efforts through the year 2026.

It is a state goal that no later than 2022, all Minnesota businesses and homes have access to high-speed broadband that provides minimum download speeds of at least 25 mbps and minimum upload speeds of at least 3 mbps. It is also a goal that no later than 2026, all Minnesota businesses and homes have access to at least one provider of broadband with download speeds of at least 100 mbps and upload speeds of at least 20 mbps.

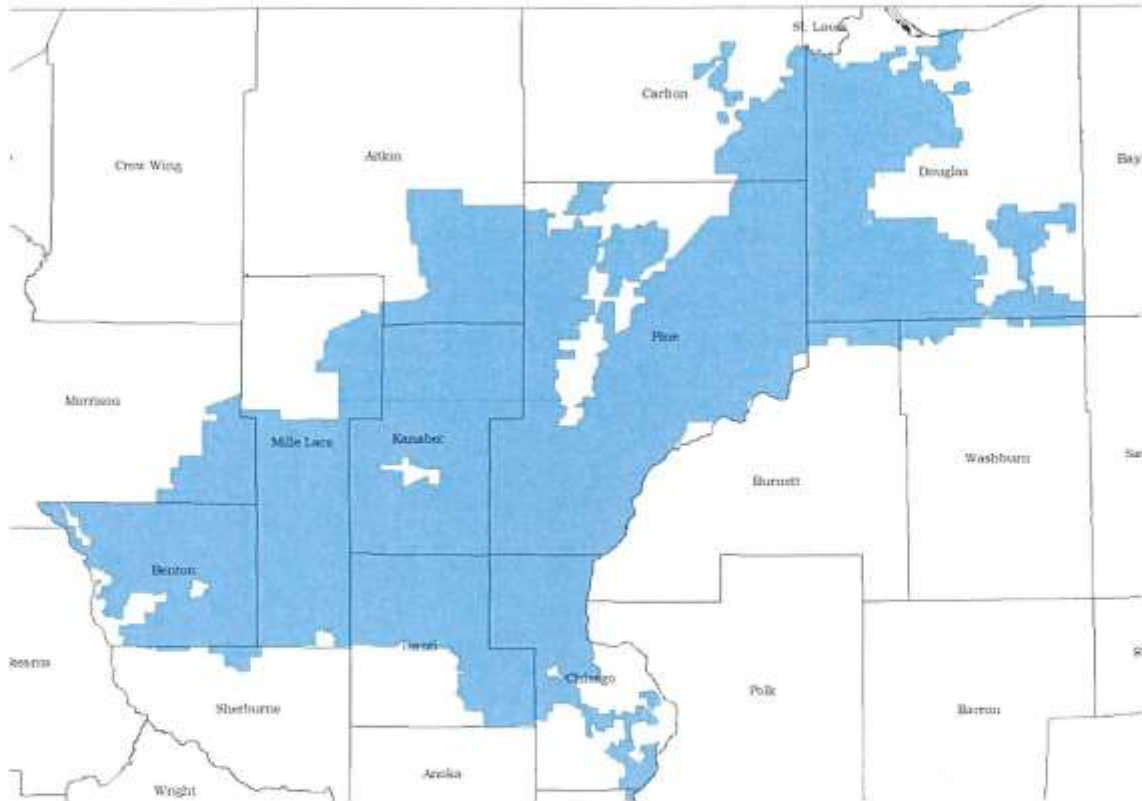
https://www.moraminn.com/news/east-central-energy-approves-fiber-internet-project/article_7d63aae2-52b5-11ec-a309-1b5962525fc4.html

FEATURED

East Central Energy approves fiber internet project

Staff Report news@moraminn.com

Dec 2, 2021



Blue represents ECE service area.

ECE

Area residents frustrated with not having high-speed internet access may have a solution in the not-so distant future. The East Central Energy Board of Directors voted on Nov. 19, 2021, to move forward with developing a plan for a full-fiber-to-the-home project.

A completed feasibility study has indicated that, with the appropriate funding from grants and other sources, it is reasonable for ECE to provide fiber throughout its service territory. ECE will be spending the next few months putting together a comprehensive plan for the businesses and residents in its 14-county service territory. Upon completion, the board will make a final determination on the overall project. The plan will be designed based on fiber only and will lay out a phased approach for a project that could cost as much as \$300 million.

"As many of you know, electric cooperatives have helped solve the broadband problem across the nation and have been successful in large-scale deployments," said Ty Houglum, vice president and chief information officer for East Central Energy. "Maintaining ECE's financial solvency is non-negotiable, and we will move forward with this project only if that is protected by appropriate funding. Therefore, we will be working to develop relationships and communicate with the communities we serve."

Houglum said community engagement and a singular voice is of the utmost importance in securing funding for a project like the one ECE is exploring.

"We're asking you to consider supporting this effort at a local, county, state and federal level," he said. "What that support looks like remains to be seen, but this is an opportunity to bridge the digital divide once and for all."



Houglum noted that beyond retail broadband, ECE would "position itself as an electric co-op providing safe, reliable electricity, while moving forward with smart grid initiatives and implementing technologically relevant solutions to industry trends.

"This solution would provide many layers of value to taxpayers, and we are hopeful that it will receive support from policy leaders and funding decision makers," he said.

As the plan comes together, ECE will share more information and will be reaching out to many of the local entities it serves to see how they can collaborate on this regional project.

ECE, headquartered in Braham, is a member-owned electric cooperative. Formed in 1936, it provides electric service to more than 62,000 homes, farms and businesses in east central Minnesota and northwestern Wisconsin.

Heidi Steinmetz

From: Ty Hougum <ty.hougum@ecemn.com>
Sent: Monday, October 25, 2021 11:28 AM
To: Heidi Steinmetz
Subject: East Central Energy - Broadband

Good morning,

My name is Ty Hougum, and I am the Vice President / Chief Information Officer at East Central Energy (ECE). I received your contact info from our Business Accounts team, and hope this email finds you well.

As I'm sure you are aware, the need for high-speed internet is an ongoing discussion in our area. In 2019, ECE conducted a feasibility study to research what it would take for us to get into the broadband internet business. As an electric cooperative, we realized our business model created some unique advantages. Local entities were asking us to get involved, and many cooperatives throughout the country were offering broadband to their members. However, after reviewing results of the study, our board of directors and executive leadership decided it was too much of a financial risk. We chose not to pursue broadband.

Recent federal developments indicate significant broadband funding could soon become available. With the potential to lessen or remove the financial risk we were not comfortable with in 2019, ECE has begun the process of an updated feasibility study. There may be potential to serve our members with high-speed internet in the future, but the true deciding factor will be funding availability, and we won't have those answers for several months. We will continue to keep you updated.

Please reach out if you have any questions!



Ty Hougum | Vice President / CIO
East Central Energy
412 Main Avenue N | PO Box 39 | Braham, MN 55006
T: 763-689-7488 | ty.hougum@ecemn.com | www.eastcentralenergy.com
Customer Service: 1 800-254-7944

Heidi Steinmetz

From: Ty Hougum <ty.hougum@ecemn.com>
Sent: Tuesday, November 23, 2021 3:39 PM
To: Heidi Steinmetz
Subject: ECE Broadband Follow-up

Good afternoon,

On November 19, the East Central Energy (ECE) Board of Directors voted to move forward with developing a plan for a full fiber to the home project. Our completed feasibility study has indicated that with the appropriate funding from grants and other sources, it is reasonable for ECE to provide fiber throughout our service territory. ECE will be spending the next few months putting together a comprehensive plan for the businesses and residents in our 14-county service territory. Upon completion, our board will make a final determination on the overall project. The plan will be designed based on fiber only and will lay out a phased approach for a project that could cost as much as \$300M.

As many of you know, electric cooperatives have helped solve the broadband problem across the nation and have been successful in large-scale deployments. Maintaining ECE's financial solvency is non-negotiable, and we will move forward with this project only if that is protected by appropriate funding. Therefore, we will be working to develop relationships and communicate with the communities we serve.

Because community engagement and a singular voice is of the utmost importance in securing funding for a project like the one ECE is exploring, we're asking you to consider supporting this effort at a local, county, state, and federal level. What that support looks like remains to be seen, but this is an opportunity to bridge the digital divide once and for all. Beyond retail broadband, ECE would position itself as an electric co-op providing safe, reliable electricity, while moving forward with smart grid initiatives and implementing technologically relevant solutions to industry trends. This solution would provide many layers of value to taxpayers, and we are hopeful that it will receive support from policy leaders and funding decision makers.

As the plan comes together, we will be sharing more information, and we will be reaching out to many of the local entities we serve to see how we can collaborate on this significant regional project.

Please let me know if you have any questions.
Thanks



Ty Hougum | Vice President / CIO
East Central Energy
412 Main Avenue N | PO Box 39 | Braham, MN 55006
T: 763-689-7488 | ty.hougum@ecemn.com | www.eastcentralenergy.com
Customer Service: 1 800-254-7944

2022 MRBC Membership Form & Invoice

January 1 – December 31, 2022

***Please return a copy of this form with payment.**



Today's Date

Organization Name

Organization Website

Mailing Address

Contact Person

Phone Number

Email

Please select your membership type from the list below:

MRBC SUSTAINING MEMBERSHIP

☐ Nonprofit/Corporate/Organization Rate \$750

County, City, Township Rate (Based on population)

- | | |
|---|---------|
| <input type="checkbox"/> 0 - 2,000 | \$750 |
| <input type="checkbox"/> 2,001 - 5,000 | \$1,000 |
| <input type="checkbox"/> 5,001 - 15,000 | \$1,500 |
| <input type="checkbox"/> 15,000+ | \$2,000 |

AFFILIATE MEMBERSHIP Note: Affiliate Members do not have voting privileges.

☐ Annual Contributions of \$100 - \$749

COALITION SPONSORSHIP OPPORTUNITIES

In addition to memberships, MRBC relies on sponsors to support its efforts. Sponsors provide the necessary expanded financial support for ongoing coalition efforts as well as specific activities. Each sponsorship level includes one Sustaining Membership per organization.

- | | |
|---|--------------------|
| <input type="checkbox"/> Sustaining Partner | \$10,000 or above |
| <input type="checkbox"/> Premier Partner | \$5,000 to \$9,999 |
| <input type="checkbox"/> Supporting Partner | \$2,500 to \$4,999 |
| <input type="checkbox"/> Partner | \$1,000 to \$2,499 |

Please enter your total due here: \$ _____

Please make the check payable to our fiscal host:

Southwest Regional Development Commission (SRDC)
2401 Broadway Ave, Suite 1
Slayton, MN 56172

Questions regarding this financial transaction should be directed to:

Brooke Swart, SW Regional Development Commission, 507-836-1634 or brookes@swrdc.org.

Questions regarding the MN Rural Broadband Coalition should be directed to:

Emily Murray, Coalition Staff, 651-789-4339 or emurray@mncounties.org.

***Please return a copy of this form/invoice with payment.**

mnbroadbandcoalition.com
[@broadband_rural](https://twitter.com/broadband_rural)

10:45am Appointment

December 21, 2021

REQUEST FOR BOARD ACTION

| | |
|---|---|
| a. Subject: Request to Put Item on the Ballot for the Upcoming General Election (2022) Pursuant to MN Statute 138.052 | b. Origination: Kanabec History Center |
| c. Estimated time: 30 minutes | d. Presenter(s): Kanabec History Center Executive Director, Barb Barnes |

e. Board action requested:

Approve attached resolution

f. Background:

Supporting Documents: None Attached: ☒

| | |
|---|----------|
| Date received in County Coordinators Office: | 12/17/21 |
|---|----------|

Coordinators Comments:

EXTRACT OF MINUTES OF MEETING
OF BOARD OF COUNTY COMMISSIONERS
OF KANABEC COUNTY
STATE OF MINNESOTA

HELD: _____

WHEREAS the Kanabec History Center has presented its annual proposed budget,
and

WHEREAS the Kanabec History Center has requested a significant increase in
funding,

BE IT RESOLVED that the Kanabec County Board of Commissioners supports the
addition of a question to the 2022 ballot pursuant to MN Statute 138.052 to determine
whether or not Kanabec County taxpayers would support a special levy to assist with
financial support of the Kanabec History Center,

BE IT FURTHER RESOLVED that the Kanabec History Center is directed to work
with the Kanabec County Auditor/Treasurer, who is also the Election Administrator on the
necessary steps in the ballot question process.

The motion for the adoption of the foregoing resolution was duly made by _____ and
seconded by _____ upon vote being taken thereon the following voted in favor thereof:

STATE OF MINNESOTA)
)SS
COUNTY OF KANABEC)

I, the undersigned, being the duly qualified and acting Clerk of the Board of Commissioners of Kanabec County, State of Minnesota, hereby certify that the attached and foregoing is a full, true and correct transcript of the minutes of a meeting of the Board of County Commissioners of said county duly called and held on the date therein indicated, so far as such minutes relate to the a resolution supporting the addition of a question to the 2022 ballot pursuant to MN Statute 138.052, and that the resolution included therein is a full, true and correct copy of the original thereof.

WITNESS MY HAND officially as such clerk this _____ day of _____, 2021.

Clerk
Kanabec County
State of Minnesota

Office of the Revisor of Statutes

2021 Minnesota Statutes

Authenticate  PDF

138.052 TAX LEVY.

The county board of any county is authorized and empowered to appropriate, out of the revenue fund of such county or out of the proceeds from a special tax levy upon all the taxable property in the county, such sum as it may deem advisable, to be paid to the historical society of such county, to be used for the promotion of historical work within the borders thereof, and for the collection, preservation and publication of historical material, and to disseminate historical information of the county, and in general to defray the expense of carrying on the historical work in such county; provided that no county board is authorized to appropriate any funds for the benefit of any county historical society unless such society shall be affiliated with and approved by the Minnesota Historical Society.

History: 1957 c. 394 s. 2

Official Publication of the State of Minnesota
Revisor of Statutes

11:15am Appointment

December 21, 2021

REQUEST FOR BOARD ACTION

| | |
|--|--|
| a. Subject: Resolution Authorizing Participation in Department of Public Safety's Hazard Mitigation Planning Process and Execution of Agreement | b. Origination: MN Department of Public Safety/Division of Homeland Security and Emergency Management |
| c. Estimated time: 10 minutes | d. Presenter(s): Kelly Schmitt, P.S.A.P. Admin/Emergency Management Director |

e. Board action requested:

Adopt the following resolution:

RESOLUTION AUTHORIZING PARTICIPATION IN PLANNING PROCESS AND EXECUTION OF AGREEMENT

WHEREAS, the County of Kanabec is participating in a hazard mitigation planning process as established under the Disaster Mitigation Act of 2000; and

WHEREAS, the Act establishes a framework for the development of a multi- jurisdictional hazard mitigation plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and business; and

WHEREAS, the county will lead the planning effort with the assistance of consultants and State of Minnesota mitigation staff.

WHEREAS, the county will provide staff and resources from departments related to mitigation, will facilitate participation of jurisdiction within the county, and provide quarterly reporting on plan progress.

WHEREAS, the plan must include a risk assessment including past hazards, hazards that threaten the county. maps of hazards, an estimate of structures at risk, estimate of potential dollar losses for each hazard, a general description of land uses and future development trends; and

WHEREAS, the plan must include a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

WHEREAS, the plan must include a maintenance or implementation process including plan updates, integration of plan into other planning documents and how the county will maintain public participation and coordination; and

WHEREAS, the draft plan will be shared with the State of Minnesota and the Federal Emergency Management Agency (FEMA) for coordination of state and federal review and comment on the draft; and

WHEREAS, approval of the all hazard mitigation plan will make the county eligible to receive Hazard Mitigation Assistance grants as they become available; and

NOW THEREFORE, Be it resolved that Kanabec County will enter into an agreement with the Division of Homeland Security and Emergency Management in the Minnesota Department of Public Safety for the program entitled Hazard Mitigation Assistance (HMA) for the update of the Kanabec County Hazard Mitigation plan.

Kelly Schmitt, P.S.A.P. Administrator/Emergency Management Director is hereby authorized to execute and sign such agreements and any amendments hereto as are necessary to implement the plan on behalf of Kanabec County.

I certify that the above resolution was adopted by the Board of Commissioners (Executive Body) of Kanabec County on December 21, 2021.

(Name of Organization/Local Unit of Government)

(Date)

SIGNED:

WITNESSETH:

(Signature)

(Signature)

(Title)

(Title)

(Date)

(Date)

f. Background:

Previous plans approved in 2009 and 2017

Supporting Documents: None

Attached: ☒ Hazard Mitigation Plan Update Application

| | |
|--|----------|
| Date received in County Coordinators Office: | 12/14/21 |
|--|----------|

Coordinators Comments:



OFFICE OF THE
KANABEC COUNTY COORDINATOR

18 North Vine Street Suite 181

Mora, MN 55051

Telephone: (320) 679-6440

Fax: (320) 679-6441

Letter of Commitment of Funds

As a potential sub-grantee in a Hazard Mitigation Assistance (HMA) Program, Kanabec County hereby commits the matching funds necessary for the proposed Kanabec County Hazard Mitigation Plan update.

After FEMA approval and during project implementation, the Kanabec County Board of Commissioners acknowledges that it is responsible for providing a minimum of 25% of all eligible project costs or a minimum of \$9,000 in local matching funds in in-kind effort to comply with all grant cost share requirements.

As signed, we understand the responsibilities of a sub-grantee participating in the HMA program and hereby authorize the use of these non-federal funds for this proposed project.

Dennis McNally, Vice Chair
Signature of Authorized Representative

Date

Kelly Schmitt, P.S.A.P. Administrator/Emergency
Management Director
Signature of Authorized Representative

Date

Kris McNally, County Coordinator
Signature of Authorized Representative

Date



State of Minnesota
Department of Public Safety
Division of Homeland Security and Emergency Management
445 Minnesota Street, Suite 223
St. Paul, MN 55101-6223

Hazard Mitigation Assistance Agreement for Counties utilizing HSEM Plan Update Consultant

Overview

Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance grants are administered in the State of Minnesota by the Minnesota Division of Homeland Security and Emergency Management (HSEM). Mitigation Plans form the foundation for a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage, reconstruction, and repeated damage. The planning process is as important as the plan itself. It creates a framework for risk-based decision making to reduce damages to lives, property, and the economy from future disasters. Hazard mitigation is any sustained action taken to reduce or eliminate long-term risk to people and their property from natural hazards.

This is a cost share grant program with FEMA paying 75% of all eligible costs and the local community being responsible for the remaining 25% of the costs. Eligible applicants include local (county/city/tribal) governments.

Responsibilities

The State will be hiring consultants and is responsible for 75% of costs of the plan. The jurisdiction is responsible for collaborating, coordinating and communicating with HSEM staff and contractor to assist in the development of a FEMA approved and adopted Hazard Mitigation Plan update.

1. Resolution

To ensure your contribution in the HMP Update process, we request your jurisdiction pass a resolution indicating the desire to participate in this program.

2. Letter of Commitment of Funds

As part of the documentation submitted to FEMA, a Letter of Commitment of Funds for the 25% local match of in-kind services is required. A template is provided to estimate in-kind match, please fill out attached budget sheet and provide required documentation.

County Staff – Provide County staff (base plus fringe) breakout for project manager, staff support, subcommittee reps, technical experts, etc. provided by payroll system.

Hazard Mitigation Plan Update Process

The mitigation plan update process is a coordinated effort typically lead by the county Emergency Management Director (EMD) and other staff. The Scope of Work (SOW) includes steps that lead to a FEMA approved multijurisdictional mitigation plan in normally 18 months. The SOW includes:

- **Planning Process:** A contract between the county and the state is approved. The county EMD coordinates with its consultant to develop a schedule for team and public meetings. The county assists with acquiring data for the plan update and coordinates with other county agencies to participate in the plan update process. This step provides the scope for the entire update process until the plan is sent for review. The EMD will be responsible for submitting quarterly narrative reports detailing progress and delays. The county and its consultant will also track local match to be used for financial reporting. Also, team members are responsible for coordinating reviews with their staff and elected officials.
- **Risk Assessment:** The EMD and mitigation team will review the hazards from the initial plan and determine which ones will continue to be profiled. New hazards may be added. All hazards will conform to the terminology in the State Mitigation Plan. The consultant will then develop the Risk and Vulnerability assessment based on the hazards. The EMD will participate in any surveys and reviews of the draft risk assessment and give input to the consultant.
- **Mitigation Actions:** The mitigation actions are based on hazards in the risk assessment and the actions found in the initial plan. The consultant will facilitate this review with the mitigation team and include new mitigation action.
- **Draft Plan and Public Review:** The consultant completes the first draft of the mitigation plan. A public notice is given for jurisdictions to participate in meetings or give electronic input to the plan. This input is documented and factored into the plan. The EMD will follow local policy as far as having the county board and other elected/appointed bodies review the plan.
- **Review:** After all input is reviewed then the plan is sent to the state mitigation staff for review. The consultant will also provide a matrix to show how the plan meets requirements. The coordinated review between state mitigation staff and FEMA may take up to 90 days. Revisions may extend the time to have the plan meet requirements.
- **Plan Adoption and Approval:** FEMA will send a letter stating that the plan meets requirements and that it needs to be adopted to become approved. The EMD coordinates an adoption of the plan by resolution of the county board. The resolution and final copy of the plan is sent to state mitigation staff. The EMD will obtain resolutions adopting the plan from the other jurisdictions (cities) participating in the update process and send to state mitigation staff. FEMA will then approve those jurisdictions.
- **Project Closeout:** FEMA approval of the county marks the completion of the project. EMDs and counties will reconcile accounts for local match and provide any documentation.

Hazard Mitigation Plan Update Application

| County Name |
|----------------|
| Kanabec County |

| Contact Name | Title | Agency |
|------------------------|--|---|
| Kelly Schmitt | PSAP Administrator/Emergency Management Director | Kanabec County Sheriff's Office |
| City, State, Zip Code | Email | Phone |
| Mora, MN 55051 | kelly.schmitt@co.kanabec.mn.us | 320-679-8421 |
| Alternate Contact Name | Title | Email/phone |
| Brian Smith | Sheriff | brian.smith@co.kanabec.mn.us / 320-679-8400 |

Match and/or In-Kind Budget (Estimate – update based on actual)

*Any city or county staff funded by 100% EMPG or other Federal grant programs **are not eligible** to use salary. Draft amounts entered below based on previous planning grants. Update amounts in *italics* for your county.

| ITEM | ITEM DESCRIPTION | UNITS | UNIT OF MEASUREMENT | COST | TOTAL |
|------|------------------------|-------|---------------------|-------|------------|
| 1 | Emergency Mgmt Direct | 80 | hours | 37.91 | \$3,032.44 |
| 2 | Sheriff | 20 | hours | 77.28 | \$1,545.68 |
| 3 | Public Works Director | 17 | hours | 75.18 | \$1,278.09 |
| 4 | Public Health Director | 17 | hours | 65.24 | \$1,109.16 |
| 5 | Coordinator | 20 | hours | 70.83 | \$1,416.55 |
| 6 | Jail Office Assistant | 20 | hours | 36.81 | \$736.26 |
| | | | TOTAL | | \$9,118.19 |

County Staff – Provide County staff (base plus fringe) breakout for project manager, staff support, technical experts, etc. provided by payroll system.

City Staff - Use the standard rate \$30.98 (or document actual rates, if available)

Public Participation - Use the standard Minnesota 2020 volunteer rate of \$30.98. This will be updated in Spring 2022 for 2021.

Certification:

Kelly Schmitt

P.S.A.P Administrator/Emergency Management Director

Printed name
Date

Signature

Title

RESOLUTION AUTHORIZING PARTICIPATION IN PLANNING PROCESS AND EXECUTION OF AGREEMENT

WHEREAS, the County of Kanabec is participating in a hazard mitigation planning process as established under the Disaster Mitigation Act of 2000; and

WHEREAS, the Act establishes a framework for the development of a multi- jurisdictional hazard mitigation plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and business; and

WHEREAS, the county will lead the planning effort with the assistance of consultants and State of Minnesota mitigation staff.

WHEREAS, the county will provide staff and resources from departments related to mitigation, will facilitate participation of jurisdiction within the county, and provide quarterly reporting on plan progress.

WHEREAS, the plan must include a risk assessment including past hazards, hazards that threaten the county. maps of hazards, an estimate of structures at risk, estimate of potential dollar losses for each hazard, a general description of land uses and future development trends; and

WHEREAS, the plan must include a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

WHEREAS, the plan must include a maintenance or implementation process including plan updates, integration of plan into other planning documents and how the county will maintain public participation and coordination; and

WHEREAS, the draft plan will be shared with the State of Minnesota and the Federal Emergency Management Agency (FEMA) for coordination of state and federal review and comment on the draft; and

WHEREAS, approval of the all hazard mitigation plan will make the county eligible to receive Hazard Mitigation Assistance grants as they become available; and

NOW THEREFORE, Be it resolved that Kanabec County will enter into an agreement with the Division of Homeland Security and Emergency Management in the Minnesota Department of Public Safety for the program entitled Hazard Mitigation Assistance (HMA) for the update of the Kanabec County Hazard Mitigation plan.

Kelly Schmitt, P.S.A.P. Administrator/Emergency Management Director is hereby authorized to execute and sign such agreements and any amendments hereto as are necessary to implement the plan on behalf of Kanabec County.

I certify that the above resolution was adopted by the Board of Commissioners (Executive Body) of Kanabec County on December 21, 2021.

(Name of Organization/Local Unit of Government)

(Date)

I certify that the above resolution was adopted by the Board of Commissioners of
(Executive Body)
Kanabec County on December 21, 2021.
(Name of Organization/Local Unit of Government) (Date)

SIGNED:

WITNESSETH:

(Signature)

(Signature)

(Title)

(Title)

(Date)

(Date)

11:25am Appointment

December 21, 2021

REQUEST FOR BOARD ACTION

| | |
|---------------------------------------|--|
| a. Subject: Tire Ordinance #11 | b. Origination: Environmental Service |
| c. Estimated time: 25 minutes | d. Presenter(s): Ryan Carda – ES Tech |

e. Board action requested:

Consider revising Ordinance #11 with the following changes:

- 2.10 **“Agricultural Use” means the use of land for the growing and/or storage of field crops.**
- 3.2.3 A person using waste tires for agricultural purposes, **in connection with property being put to an agricultural use, as that term is defined in this Ordinance,** if the waste tires are kept on the site of use and are cut and split, or, if not split, no more than **100** tires on site and if said property changes to a non-agricultural use, then waste tires must be removed within 120 days; or

Upon acceptance of the proposed revisions, it is requested that the Board proceed with the following Resolution:

BE IT RESOLVED that the Kanabec County Board of Commissioners does hereby ordain the following amended ordinance:

f. Background:

- Proposed changes were reviewed and approved by Scott Anderson.

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office: 12/15/21

Coordinators Comments:

ORDINANCE #11, Regulating Waste Tires and Used Tires

Subdivision 1. Purpose. This ordinance regulates waste tires and used tires, the establishment, construction, modification, ownership, or operation of waste tire facilities, and the storage, use, processing and disposal of waste tires and waste tire products in Kanabec County; and further regulates used tires, and the establishment, construction, modification, ownership, or operation of sites in which used tires are stored, collected, kept, or deposited in Kanabec County.

Subdivision 2. Definitions.

- 2.1 "County Board" means the Kanabec County Board of Commissioners.
- 2.2 "Zoning Administrator" means the Kanabec County Zoning Administrator.
- 2.3 Unless otherwise denoted, all other terms shall have the definitions given by Minnesota Agency Rules 9220.0210 and other sources incorporated therein by reference.
- 2.4 "Tire" means a pneumatic tire or solid tire.
- 2.5 "Waste Tire" means a tire that is no longer suitable for its original intended purpose because of wear, damage, or defect.
- 2.6 "Tire-derived products" means the usable materials produced from the chemical or physical processing of a waste tire, including tire shreds and tire crumbs. "Tire-derived products" does not include manufactured consumer products including but not limited to, cow mats, door mats and mulch rings.
- 2.7 "Used Tire" means any tire that is no longer mounted on a vehicle or airplane, is suitable for its original intended purpose, and is not a "waste tire," as defined in 2.5.
- 2.8 "Vehicle" means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks.
- 2.9 "Tire retailer" means any business registered with the Minnesota Secretary of State which is actively engaged in the retail sale of new or used tires for use on vehicles or airplanes, operating out of a permanent structure open for and catering to the general public.

2.10 "Agricultural Use" means the use of land for the growing and/or storage of field crops.

Subdivision 3. Waste Tire Facility Permit Required.

- 3.1 Except as provided in 3.2, no person may do any of the following within Kanabec County without obtaining and possessing a valid Waste Tire Facility Permit from the Minnesota Pollution Control Agency and the Kanabec County Board of Commissioners:
 - 3.1.1 Store, process or dispose of waste tires or tire-derived products; or
 - 3.1.2 Establish, construct, modify, own or operate a waste tire facility.
- 3.2 Exclusions. The following persons are not required to obtain a Waste Tire Facility Permit:
 - 3.2.1 A registered and trademarked retail tire seller who is located in Kanabec County for the retail selling site if no more than 500 waste tires are kept on the business premises;
 - 3.2.2 A permitted landfill operator with less than 500 waste tires stored above ground at the permitted site for 90 days or less.
 - 3.2.3 A person using waste tires for agricultural purposes, in connection with property being put to an agricultural use, as that term is defined in this Ordinance, if the waste tires are kept on the site of use and are cut and split, or, if not split, no more than 100 tires on site and if said property changes to a non-agricultural use, then waste tires must be removed within 120 days; or
 - 3.2.4 A person conducting abatement activities under an abatement order or stipulation agreement entered into under part 7035.8020 of Minnesota Agency Rules. This exemption does not exempt the person from the duty to obtain a waste tire facility permit for activities other than the abatement action.
 - 3.2.5 A person storing 12 waste tires or less, on property owned or occupied by the person.

Subdivision 4. Issuance of Waste Tire Facility Permit.

- 4.1 A Waste Tire Facility Permit may be issued to an applicant who does all of the following:
 - 4.1.1 Submits an application to the Zoning Administrator on an approved form accompanied by an application fee, which shall be established by the County Board by resolution.
 - 4.1.2 Files with the Zoning Administrator a copy of the permit issued by the Minnesota Pollution Control Agency, or properly and adequately demonstrates that the applicant has Permit by Rule

status with the Minnesota Pollution Control Agency.

4.1.3 Demonstrates compliance with all applicable zoning and use ordinance.

4.2 All facilities shall have an approved fire plan on record with the Kanabec County Environmental Services from the local fire official.

Subdivision 5. Terms and Conditions of Waste Tire Facility Permit. Permits shall be valid for one year from the date of issuance or until the license From Minnesota Pollution Control becomes invalid, whichever occurs first.

Subdivision 6. Tire Shreds.

6.1 The use of tire-derived products as lightweight fill or for other engineering benefits for Township and County projects and Township, County or State Roads/Highways is permitted only when used in compliance with MN DOT standards and Minn. Stat §115A.912, Subd. 4.

6.2 A tire shred permit may be issued to an applicant who files with the Zoning Administrator a copy of the permit issued by the Minnesota Pollution Control Agency, or properly and adequately demonstrates that the applicant has Standing Beneficial Use status with the Minnesota Pollution Control Agency.

6.3 A permit or inspection verification from the Minnesota Pollution Control Agency and a Kanabec County permit is required for all tire shred projects.

6.4 The use of tire-derived products for an aggregate substitute or as light weight fill on driveways and field roads will be allowed if it is an engineered design and the data shows a need for their use. The use of tire shreds for any other purposes, such as retaining wall backfill, soil stabilization, foundation insulation, and storm water storage is not allowed unless approved by the Kanabec County Board of Commissioners and a permit is issued.

6.5 Under no circumstances will shredded tires be permitted to be placed below the normal groundwater elevation.

6.6 All projects shall have an approved fire plan provided by the local fire official included with their permit application.

Subdivision 7. Tire Shreds Driveway/Field Road Specifications and Inspection.

- 7.1 Specifications:
- Maximum finished top width: 20 feet
 - Maximum bottom width of shredded tire fill: 26 feet
 - Maximum thickness of shredded tires: 3 feet
 - Minimum cover over tire shreds: 1.5 feet granular fill and 0.5 feet of Class 5 aggregate
 - Finished side slopes: 3:1
 - Tire fill side slopes: 1:1
 - Shredded tires must be encapsulated in an approved geotextile fabric and placed above the normal ground water elevation
- 7.2 Shredded tires must:
- 80% by weight pass a 6" screen
 - Be free of oil, grease, and other contaminants
 - Have metal fragments firmly attached and 98% embedded to the tire material
 - Have at least one (1) sidewall severed from the face of the tire
- 7.3 Project must be engineer designed and prepared by an engineer licensed by the State of Minnesota.
- 7.4 Project must show that there is an engineering need for the use of waste tire material.
- 7.5 Inspections:
- 7.5.1 Inspection will be conducted by the Kanabec County Engineer or representative. Inspections will require a 24 hour advance notice from the installer.
- 7.5.2 The following inspections are required:
- 7.5.2.1 Review and approval of plan.
- 7.5.2.2 Inspection of trench prior to placement of geotextile.
- 7.5.2.3 Inspection of geotextile and tire shreds prior to placement of cover material.
- 7.5.2.4 Inspection of finished project.

Subdivision 8. Used Tires.

- 8.1 Except as provided in 8.4 and 8.5, no person may store, process, sell, or dispose of used tires, or establish, construct, modify, own, or operate a used

tire business or facility, without obtaining a used tire permit from the County.

- 8.2 Used tires shall be collected, stored, kept, or deposited on a site only in accordance with this ordinance.
- 8.2 Used tires must be inventoried and marketed in substantially the same fashion as a new tire is inventoried and marketed. Any permitted used tire business, facility, or site must be able to provide satisfactory evidence that a used tire market exists, and that the used tires stored or maintained at the permitted premises are in fact being marketed.
- 8.4 A used tire permit is required for any business, facility, or site on which more than 500 used tires are collected, stored, kept, processed, or deposited, unless exempt from permitting under 8.5.
- 8.5 Notwithstanding 8.4 a used tire permit is not required for any tire retailer that collects, stores, keeps, processes, or deposits less than 5,000 used tires on site (see 2.9 for reference).
- 8.6 A used tire permit may be issued to an applicant who submits all of the following information to Kanabec County Environmental Services:
 - 8.6.1 An application to the Zoning Administrator on an approved form accompanied by an application fee, which shall be established by the County Board by resolution.
 - 8.6.2 A map depicting the site and location of the used tires to be collected, stored, or deposited.
 - 8.6.3 An approved fire plan from the local fire official.
 - 8.6.4 The name and contact information for the owner of the site.
 - 8.6.5 The applicant must demonstrate compliance with all applicable requirements in the zoning and use ordinance.
- 8.7 Used tire permits shall be valid for one year from the date of issuance by Kanabec County Environmental Services.

Subdivision 9. Applicability to existing facilities.

- 9.1 All waste and used tire businesses, facilities and sites in existence on the effective date of this ordinance are required to apply for and obtain County permits as required under the provisions of this ordinance within 6 months of the effective date of this ordinance.

Subdivision 10. Penalties.

- 10.1 In addition to any civil remedy available, the violation of any provision of this ordinance shall constitute a misdemeanor, punishable by a maximum penalty of a \$1,000.00 fine or 90 days imprisonment, or both.
- 10.2 After notification and failure to terminate and abate the operation, each day of operation subsequent to the initial charge shall constitute a separate offense.

Subdivision 11. Effective Date.

Adopted on July 13th, 1988 with an effective date of September 1st, 1988.

A one-year interim waste tire ordinance approved on December 8th, 2010.

Amended on September 28th, 2011 with an effective date of November 1st, 2011.

Amended on December 21st, 2021 with an effective date of January 1st, 2022.

Signed _____ Date: _____
Commissioner Dennis McNally
Vice Chair of the Kanabec County Board of Commissioners
Kanabec County, Minnesota

Attest: _____ Date: _____
Kris McNally
Kanabec County Coordinator

December 21, 2021
11:40am Appointment Agenda of
Chad T. Gramentz, PE
Public Works Director

- | | |
|--|--------------------------|
| 1. Final Payment – Microsurfacing KCP 17-07, 17-06 | Resolution #1 (12-21-21) |
| 2. Final Payment – Microsurfacing KCP 21-10, 21-09 | Resolution #2 (12-21-21) |

Resolution #1 (12-21-21)
KCP 17-07
Final Payment

WHEREAS the following projects have in all things been completed and in accordance with the contract and the County Board being fully advised in the premises:

| | |
|--------------------------|--------|
| KCP 17-07 Microsurfacing | CSAH 6 |
| KCP 17-06 Microsurfacing | CSAH 3 |

THEREFORE BE IT RESOLVED that we do hereby accept said completed projects for and on behalf of the County of Kanabec and authorize final payment to Astech Asphalt, in the amount of \$21,093.70.

Resolution #2 (12-21-21)
KCP 21-10, KCP 21-09
Final Payment

WHEREAS the following projects have in all things been completed and in accordance with the contract and the County Board being fully advised in the premises:

| | |
|--------------------------|---------|
| KCP 21-10 Microsurfacing | CSAH 17 |
| KCP 21-09 Microsurfacing | CSAH 16 |

THEREFORE BE IT RESOLVED that we do hereby accept said completed projects for and on behalf of the County of Kanabec and authorize final payment to Astech Asphalt, in the amount of \$22,443.87.

Agenda Item #1a

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of the County Coordinator

UNAPPROVED MINUTES

December 7, 2021

The Kanabec County Board of Commissioners held a Regular Board Meeting in person and via telephone/video conference call at 9:00am on Tuesday, December 7, 2021 pursuant to adjournment with the following Board Members present on-site: Gene Anderson, Rick Mattson, Dennis McNally, Craig Smith, and Les Nielsen. Absent: None. 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 greater 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 Dennis McNally, seconded by Les Nielsen and carried unanimously to approve the agenda as presented.

Action #2 – It was moved by Dennis McNally, seconded by Craig Smith and carried unanimously to approve the following paid claims:

| <u>Vendor</u> | <u>Amount</u> |
|---------------------------------|---------------|
| Kanabec County Auditor-Treas | 8,114.86 |
| Kanabec County Auditor-Treas | 9,106.74 |
| Minnesota Energy Resources Corp | 9,885.97 |
| Verizon Wireless | 2,366.81 |
| East Central Energy | 2,026.77 |
| Federated Coop | 575.00 |
| Minnesota Energy Resources Corp | 255.15 |
| Osterdyk, Russ | 500.00 |
| Verizon Wireless | 953.60 |

| | |
|---|------------|
| Further | 603.20 |
| MNPEIP | 6,800.06 |
| VISA | 1,011.52 |
| East Central Energy | 228.53 |
| Mora Motor Vehicle | 3,593.19 |
| Dearborn National Life Insurance | 799.09 |
| Health Partners | 6,173.34 |
| Life Insurance Company of North America | 917.70 |
| MNPEIP | 141,707.66 |
| Sun Life Financial | 3,923.23 |
| The Hartford Priority Accounts | 2,121.66 |
| VSP Insurance Co | 324.40 |
| Ann Lake Twp | 3,988.05 |
| Arthur Twp | 11,528.47 |
| Braham Public Schools | 24,616.79 |
| Brunswick Twp | 12,407.84 |
| City of Braham | 13.14 |
| City of Grasston | 1,453.50 |
| City of Mora | 17,733.85 |
| City of Ogilvie - Clerk | 2,979.05 |
| City of Quamba | 1,965.00 |
| Comfort Twp | 11,567.01 |
| Comm of Finance-Treas Div | 1.50 |
| East Cent. Reg Dev Commission | 1,477.87 |
| East Central School District | 5,219.08 |
| Ford Twp | 6,008.98 |
| Grass Lake Twp | 11,548.11 |
| Haybrook Twp | 4,119.82 |
| Hillman Twp | 4,238.42 |
| Hinckely-Finlayson Schools | 8,696.44 |
| Isle Public Schools | 3,560.50 |
| Kanabec County | 12,429.70 |
| Kanabec Twp | 8,408.47 |
| Knife Lake Twp | 5,290.89 |
| Kroschel Twp | 2,782.17 |
| Milaca Public Schools | 1,583.67 |
| Mora Public Schools | 211,916.82 |
| Ogilvie Public Schools | 61,329.70 |

| | |
|----------------------------------|-----------|
| Peace Twp | 5,161.01 |
| Pine City Public Schools ISD 578 | 23.85 |
| Pomroy Twp | 10,880.83 |
| Southfork Twp | 6,000.73 |
| St Paul Port Authority | 829.65 |
| Whited Twp | 4,141.26 |
| Mora Municipal Utilities | 12,784.83 |
| Quadient Finance USA, Inc. | 2,500.00 |
| Rossitar, William | 600.00 |

56 Claims Totaling: \$681,775.48

Action #3 – It was moved by Craig Smith, seconded by Dennis McNally and carried unanimously to approve the following claims on the funds indicated:

Revenue Fund

| <u>Vendor</u> | <u>Amount</u> |
|----------------------------------|----------------------|
| Accurate Controls, Inc. | 55,164.15 |
| Advanced Correctional Healthcare | 17,966.35 |
| Advanced Correctional Healthcare | 15,238.66 |
| Ahlgren, Sally | 125.00 |
| Aspen Mills | 201.00 |
| Axon Enterprise Inc. | 375.00 |
| Bliss, Erica | 40.06 |
| Braham Motor Service Inc | 101.36 |
| CliftonLarsonAllen | 253.31 |
| CliftonLarsonAllen | 1,638.00 |
| Convene, LLC | 1,497.00 |
| Curtis, Michael | 762.06 |
| CW Technology | 9,000.00 |
| DataWorks Plus LLC | 2,388.23 |
| East Central Exterminating | 250.00 |
| Forestry Suppliers | 62.40 |
| Government Forms and Supplies | 30.00 |
| Grainger | 26.21 |
| Granite City Jobbing Co Inc. | 680.65 |
| Hirsch, Dean | 17.58 |
| Hometown Productions | 495.00 |

| | |
|------------------------------------|----------|
| HR Green Fiber and Broadband, Inc. | 4,661.53 |
| Ingebrand Funeral Home | 430.00 |
| Ingebrand Funeral Home | 325.00 |
| Ingebrand Funeral Home | 325.00 |
| IT SAVVY LLC | 808.24 |
| J.F. Ahern Co | 1,017.16 |
| J.F. Ahern Co | 434.06 |
| Kanabec County Abstract | 8.75 |
| Kanabec County Aud-Treas | 1,685.58 |
| Kanabec County Aud-Treas | 1,685.58 |
| Kanabec County Aud-Treas | 1,010.07 |
| Kanabec County Family Services | 5,640.00 |
| Kanabec County Hwy Dept | 188.98 |
| Kanabec County Hwy Dept | 185.53 |
| Kanabec Publications | 114.40 |
| Kanabec Publications | 507.15 |
| Kanabec Publications | 116.00 |
| Kanabec Publications | 175.00 |
| Kanabec Publications | 62.00 |
| Kanabec Publications | 175.00 |
| Kanabec Publications | 2,371.16 |
| Kanabec Publications | 805.00 |
| Lake Superior Laundry | 171.75 |
| Lindberg Law Office PA | 10.00 |
| Lindberg Law Office PA | 10.00 |
| MAAO Region III | 100.00 |
| MACO | 720.00 |
| MACO | 360.00 |
| MACVSO | 250.00 |
| Manthie, Wendy | 1,358.56 |
| Marco | 477.00 |
| Marco | 91.00 |
| McKinnis & Doom PA | 323.00 |
| McKinnis & Doom PA | 178.50 |
| Michael Keller, Ph.D., L.P. | 1,300.00 |
| MN Counties Insurance Trust | 180.00 |
| MN Dept of Labor & Industry | 220.00 |
| MNCCC | 238.44 |

| | |
|---|-----------|
| MNCCC | 238.44 |
| MNCCC | 59.61 |
| MRA | 540.00 |
| NACO | 450.00 |
| NEB Farm LLC | 508.00 |
| North Central Bus & Equipment | 27.84 |
| Office Depot | 88.40 |
| Office Depot | 23.99 |
| Office Depot | 71.22 |
| Office Depot | 110.25 |
| Office Depot | 16.09 |
| Office Depot | 66.77 |
| Oslin Lumber | 19.99 |
| Pemberton, Kaitlyn | 990.00 |
| Premium Water, Inc. | 36.54 |
| Ramsey County | 642.00 |
| River Valley Forensic Services, P.A. | 500.00 |
| Rupp, Anderson, Squires & Waldspurger, PA | 1,283.54 |
| Sanford Health | 1,015.00 |
| Schmitt, Kelly | 23.78 |
| Society for Human Resources Management | 219.00 |
| Steinmetz, Heidi | 64.37 |
| Stellar Services | 148.16 |
| Stellar Services | 453.08 |
| Streicher's | 651.04 |
| Streicher's | 408.92 |
| Summit Food Service Management | 3,789.42 |
| Summit Food Service Management | 7,777.79 |
| Sunshine Printing | 136.85 |
| Thomson-Reuters-West | 607.96 |
| Tierney | 610.04 |
| Tierney | 15,786.60 |
| Tinker & Larson Inc | 114.40 |
| Trimin Systems, Inc. | 25,438.00 |
| Van Alst, Lillian | 64.40 |

94 Claims Totaling: \$ 198,012.95

Road & Bridge Fund

| <u>Vendor</u> | <u>Amount</u> |
|---|---------------------------------|
| Astech Asphalt | 426,433.59 |
| Auto Value | 1,543.81 |
| Berndt, Steve | 134.30 |
| Cornelius, Jake | 300.00 |
| East Central Energy | 10,200.00 |
| East Central Energy | 89.77 |
| Erickson, Curt | 296.90 |
| Frisch, Nick | 249.99 |
| Frontier Precision, Inc. | 895.00 |
| Granite Electronics | 1,817.80 |
| Kanabec County Highway Dept | 59.21 |
| Knife River Corporation | 62,438.67 |
| Marco, Inc. | 312.38 |
| Mille Lacs County Public Works | 133.27 |
| Minnesota Paving & Materials | 2,640.60 |
| Minnesota Pesticide Information & Education | 310.00 |
| MN Dept of Labor & Industry | 110.00 |
| MN Dept of Transportation | 305.34 |
| Morton Salt | 3,635.92 |
| North Central International | 722.59 |
| North Country GM | 54,510.64 |
| Northern Lines Contracting Inc. | 154,627.28 |
| Northern States Supply | 216.10 |
| Office Depot | 98.70 |
| Power Plan (RDO) | 1,791.99 |
| Regents of the University of Minnesota | 430.00 |
| Sanitary Systems | 140.00 |
| Tomlinson, Tim | 264.99 |
| USIC Locating Services | 120.00 |
| 29 Claims Totaling: | <u><u>724,828.84</u></u> |

Action #4 – It was moved by Dennis McNally, seconded by Les Nielsen and carried unanimously to recess the meeting at 9:09am to a time immediately following the Community Health Board.

Action #CH5 – It was moved by Les Nielsen, seconded by Craig Smith and carried unanimously to approve the Community Health Board agenda as presented.

The Kanabec County Community Health Board met at 9:09am on Tuesday, December 7, 2021 pursuant to adjournment with the following Board Members Present: Gene Anderson, Rick Mattson, Dennis McNally, Craig Smith and Les Nielsen. Community Health Director Kathy Burski presented the Community Health Board Agenda.

Community Health Director Kathy Burski gave the director's report.

Action #CH6 – It was moved by Les Nielsen, seconded by Dennis McNally and carried unanimously to approve the following resolution:

Resolution #CH6 – 12/7/21

Audacious Inquiry, LLC Alert/Notification Resolution

WHEREAS, Kanabec County Community Health has an opportunity to subscribe and participate in an alert/notification system with respect to Minnesota Medical Assistance beneficiaries, and

WHEREAS, South Country Health Alliance is terminating their agreement through Timeron Group for an alert/notification system and will be contracting with Audacious Inquiry, LLC. and

WHEREAS, Audacious Inquiry, LLC, through the MN Department of Human Services, Health Care Administration will be providing this service and therefore requires a participation and subscription agreement, and

WHEREAS, Kanabec County Community Health intends to participate in the EAS service as a sender and/or receiver of data.

THEREFORE, the Kanabec County Community Health director is recommending signing the Alert Service Multi-Party Participation and Service Agreement as well as the Qualified Service Organization Agreement with Audacious Inquiry, LLC

THEREFORE BE IT RESOLVED the Kanabec County Community Health Board approves the Community Health Director signing the Minnesota Encounter Alert Service (EAS) Multi-Party Participation and Subscription Agreement and the Qualified Service Organization Agreement with Audacious Inquiry, LLC. for information exchange and alert services with respect to Minnesota Medical Assistance beneficiaries effective this 7th day of December 2021.

Action #CH7 – It was moved by Rick Mattson, seconded by Les Nielsen and carried unanimously to approve a consent agenda including all of the following actions:

Resolution #CH7a – 12/7/21

Health Dimensions Rehabilitation for OT, PT, ST Contract

WHEREAS, Kanabec County Community Health does contract for services in support of the Home Care Program, and

WHEREAS, such a contract has been presented to the Community Health Board for 2022;

BE IT RESOLVED to approve an agreement between Kanabec County Community Health and Health Dimensions Rehabilitation for Occupational, Speech and Physical Therapy for the Home Health Program clients for the year 2022 at a rate of \$85.00 per hour plus mileage and drive time.

Resolution #CH7b – 12/7/21

Infant Mental Health Consultant Agreement Resolution

WHEREAS, Kanabec County Community Health is responsible for ensuring that the terms of the Maternal Infant Early Childhood Family Home Visiting Grant contract (hereinafter “MIECHV”) are met, and

WHEREAS, the Mental Health Consultant desires to function in the role of Infant Mental Health Consultant to Kanabec County Community Health for the Evidence-Based Family Home Visiting Program.

THEREFORE BE IT RESOLVED to approve an agreement between Kanabec County Community Health and Julie Hanenburg of Lighthouse Child and Family Services for Infant Mental Health Consulting for the year 2022 and for the Community Health Administrator to sign said agreement.

Resolution #CH7c – 12/7/21

Medical Consultant Resolution

WHEREAS, The Kanabec County Community Health Board has the responsibility to and shall ensure responsible medical consultation and direction by employing or contracting with a practicing licensed physician pursuant to Minnesota Statute 145A.04, subdivision 3, and ,

WHEREAS, Randall Bostrom, M.D. represents that he is a practicing licensed physician and is duly qualified and willing to perform the services and duties set forth herein.

THEREFORE BE IT RESOLVED that the Kanabec County Community Health Board approves a contract with Randall Bostrom, M.D. for Medical Consultant services for the period January 1, 2022 through December 31, 2022.

Resolution #CH7d – 12/7/21

Welia Health Occupational, Speech and Physical Therapy Contract

WHEREAS, Kanabec County Community Health does contract for services in support of the Home Care Program, and

WHEREAS, such a contract has been presented to the Community Health Board for 2022;

BE IT RESOLVED to approve an Agreement between Kanabec County Community Health and Welia Health System for Occupational, Speech and Physical Therapy for the Home Health Program clients for the year 2022.

Action #CH8 – It was moved by Rick Mattson, seconded by Les Nielsen and carried unanimously to approve the payment of 82 claims totaling \$25,624.62 on Community Health Funds.

Action #CH9 – It was moved by Rick Mattson, seconded by Craig Smith and carried unanimously to adjourn Community Health Board at 9:22am.

Executive Director of South Country Health Alliance Leota Lind met with the County Board to request approval of the amended South Country Health Alliance Joint Powers Agreement.

Action #10 – It was moved by Les Nielsen, seconded by Dennis McNally and carried unanimously to approve the following resolution:

Resolution #10 – 12/7/21

**RESOLUTION OF KANABEC COUNTY
APPROVING AMENDMENT OF THE SOUTH COUNTRY HEALTH ALLIANCE
JOINT POWERS AGREEMENT**

WHEREAS, the board of directors of South Country Health Alliance, of which this county is a member, has recommended certain changes in the Joint Powers Agreement last amended in 2013;

WHEREAS, the proposed changes, and the reasons therefor, are said forth on the list of changes attached as Exhibit A; and

WHEREAS, these recommendations have been made after consultation with representatives, including legal counsel, of SCHA and of the member counties;

NOW, THEREFORE, the County Board of Kanabec County hereby approves the amendments to the 2013 Joint Powers Agreement of South County Health Alliance, as set forth on Exhibit B to this resolution.

Action #11 – It was moved by Dennis McNally, seconded by Craig Smith and carried unanimously to approve the Regular Meeting Minutes of November 16, 2021 as presented and the Special Meeting Minutes of November 23, 2021 with the addition of a note that the WebEx audio malfunctioned.

The Board directed County Coordinator Kris McNally to contact the Association of Minnesota Counties to determine whether or not the hearing and minutes of a public hearing for ordinance changes are required to be separate from a regular board meeting and minutes.

EDA Director Heidi Steinmetz met with the Board to request sponsorship of the Kanabec County EDA for Minnesota Counties Intergovernmental Trust (MCIT) Membership.

Action #12 – It was moved by Craig Smith, seconded by Les Nielsen and carried unanimously to approve the following resolution:

Resolution #12 -12/7/21

WHEREAS Kanabec County is a member of the Minnesota Counties Intergovernmental Trust; and

WHEREAS a current member of the Minnesota Counties Intergovernmental Trust must sponsor a new entity for membership; and

WHEREAS the Kanabec County Economic Development Authority desires to become a member for the purpose of obtaining liability and workers' compensation coverage;

THEREFORE BE IT RESOLVED that Kanabec County sponsors the Kanabec County Economic Development Authority for membership.

10:08am – The Board took a five minute recess.

10:13am – The Board reconvened.

County Recorder Lisa Holcomb met with the Board to discuss changing the County Recorder Position from an elected position to an appointed position.

Action #13 – Rick Mattson introduced a motion to direct the County Coordinator to move forward with the statutorily defined process of appointing the County Recorder which will include a formal resolution, a public hearing, and signing an employment agreement.

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

IN FAVOR: Rick Mattson, Dennis McNally, Craig Smith, Les Nielsen

OPPOSED: Gene Anderson

ABSTAIN: None

Whereupon the motion was duly passed and adopted.

Action #14 – It was moved by Rick Mattson, seconded by Dennis McNally and carried unanimously to approve the County Recorder Employment Agreement with the following changes: clarify the language regarding PTO maximum accrual rate to ensure it reflects the plan consistent with a new hire

10:28am – The Chairperson called for public comment three times. None responded.

10:30am – The Chairperson closed public comment.

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

Resolution #15 – 12/7/21

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 | \$887.62 |
| Quality Disposal | \$3,967.40 |
| Arthur Township | \$500.00 |
| Total | \$5,355.02 |

County Coordinator Kris McNally presented American Rescue Plan Funding Request #3.

Chairperson Gene Anderson passed the gavel to Vice Chairperson Dennis McNally.

Action #16 – Gene Anderson introduced the following resolution and moved its adoption:

Resolution #16 - 12/7/21

WHEREAS, Kanabec County received the first tranche of the American Rescue Plan-Coronavirus Local Fiscal Recovery Fund on 6/1/21; and

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

WHEREAS, the following expenditures have been recommended by the Kanabec County ARPA Committee for Board consideration; and

WHEREAS, the following items have been reviewed with Clifton Larson Allen Consultant and have received a positive opinion for their American Rescue Plan- Coronavirus Local Fiscal Recovery Fund eligibility:

- Labor, materials and inspection fees to install a generator at the Public Services Building for a backup power supply to the vaccine refrigerator in an amount not to exceed \$11,000; and
- Up to \$20,000 in additional funds for the jail camera system (project initially approved 7/6/21) due to unanticipated costs related to retrofitting an outdated system; and
- Up to \$150,000 for a technology upgrade to the audio and microphone system in

the court area to bring system into ADA compliance and assist with court backlog; and

- Up to \$3,500 for a new shredder for Public Health; and
- Up to \$7,750 for collaboration with Mora Public Schools Social Emotional Learning Program for mental health and wellness services for students; and

BE IT RESOLVED that the Kanabec County Board of Commissioners hereby approves the expenditures as stated using American Rescue Plan-Coronavirus Local Fiscal Recovery Funds.

The motion for the adoption of the forgoing resolution was duly seconded by Les Nielsen and upon a vote being taken thereon, the following voted:

IN FAVOR: Gene Anderson, Les Nielsen

OPPOSED: Rick Mattson, Dennis McNally, Craig Smith

ABSTAIN: None

Whereupon the motion failed.

Vice Chairperson Dennis McNally handed the gavel back to Chairperson Gene Anderson.

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

Resolution #17 - 12/7/21

WHEREAS, Kanabec County received the first tranche of the American Rescue Plan-Coronavirus Local Fiscal Recovery Fund on 6/1/21; and

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

WHEREAS, the following expenditures have been recommended by the Kanabec County ARPA Committee for Board consideration; and

WHEREAS, the following items have been reviewed with Clifton Larson Allen Consultant and have received a positive opinion for their American Rescue Plan- Coronavirus

Local Fiscal Recovery Fund eligibility:

- Labor, materials and inspection fees to install a generator at the Public Services Building for a backup power supply to the vaccine refrigerator in an amount not to exceed \$11,000; and
- Up to \$20,000 in additional funds for the jail camera system (project initially approved 7/6/21) due to unanticipated costs related to retrofitting an outdated system; and
- Up to \$150,000 for a technology upgrade to the audio and microphone system in the court area to bring system into ADA compliance and assist with court backlog; and
- Up to \$3,500 for a new shredder for Public Health; and

BE IT RESOLVED that the Kanabec County Board of Commissioners hereby approves the expenditures as stated using American Rescue Plan-Coronavirus Local Fiscal Recovery Funds.

Environmental Services/GIS Technician Ryan Carda me with the Board to present additional revisions to Ordinance #11, Waste Tire Ordinance.

Action #18 – Dennis McNally introduced a motion to approve Ordinance #11, Waste Tire Ordinance with the following changes: Under section 3.2.3, change the limit of tires stored from 500 to 50; and add that the waste tires must be removed within 120 days following one year of non-use.

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

IN FAVOR: Rick Mattson, Dennis McNally

OPPOSED: Gene Anderson, Craig Smith, Les Nielsen

ABSTAIN: None

Whereupon the motion failed.

Commissioners Smith and McNally will arrange a time to meet with Ryan Carda to discuss the details and recommendations for changes of section 3.2.3 of Ordinance #11 and bring it back to the Board for approval at a later date.

Deputy Auditor Property & Tax Roberta Anderson met with the Board to open sealed bids submitted for purchase of tax forfeit parcel #24.00305.00 by informal sale process.

Action #19 – It was moved by Les Nielsen, seconded by Craig Smith and carried unanimously to accept the high bid of \$758.94 by Dustin Stradal for the purchase of tax forfeit parcel #24.00305.00.

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

Chad Gramentz led a discussion regarding the demolition of the old jail building. The Board expressed consensus to build a vestibule only at this time.

Chad Gramentz gave department updates including staffing, equipment and projects. A discussion was held regarding the date of the next Public Works Committee Meeting. Federal funding and the infrastructure bill were also discussed. Information only, no action was taken.

The Commissioners gave reports on the board and committees in which they participate. Information only, no action was taken.

Action #20 - It was moved by Craig Smith, seconded by Les Nielsen and carried unanimously to close the meeting at 11:48am pursuant to the Open Meeting Law, MN Statute §13D.03 to discuss matters related to labor negotiations strategy. Those present during the closed portion of the meeting include Commissioners Gene Anderson, Rick Mattson, Dennis McNally, Craig Smith, and Les Nielsen; as well as County Coordinator & Personnel Director Kris McNally.

Action #21 – It was moved by Craig Smith, seconded by Les Nielsen and carried unanimously to return to open session at 12:28pm.

The Board discussed the FY2022 budget and consensus was to proceed with the budget as presented for the Truth in Taxation Meeting.

Future Agenda Items: Getting a representative at Kanabec County Soil & Water; Public Hearing for Ordinance; Tire Ordinance

Action #23 – It was moved by Rick Mattson, seconded by Les Nielsen and carried unanimously to recess the meeting at 12:39pm to the Truth in Taxation Meeting on December 9, 2021 at 6:00pm.

Signed _____
Chairperson of the Kanabec County Board of Commissioners,
Kanabec County, Minnesota

Attest: _____
Board Clerk

Agenda Item #1b

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of the County Coordinator

UNAPPROVED MINUTES

December 9, 2020

The Kanabec County Board of Commissioners met at 6:00pm on Thursday, December 9, 2021 pursuant to recess with the following Board Members present: Rick Mattson, Dennis McNally, Craig Smith, and Les Nielsen. Absent: Gene Anderson. Others Present: County Coordinator Kris McNally and Recording Secretary Kelsey Schiferli.

The Chairperson led the assembly in the Pledge of Allegiance.

6:00pm – The Kanabec County Truth in Taxation Public Hearing was held to discuss the 2022 budget and 2022 tax levy.

County Coordinator Kris McNally read the following public notice aloud:

Notice of Public Hearing
Kanabec County Board of Commissioners

Notice is hereby given that the Kanabec County Board of Commissioners will hold the Truth in Taxation public hearing on Thursday, December 9, 2021 at 6:00pm in Meeting Rooms 3 & 4 in the County Courthouse, 18 N Vine St, Mora, MN to discuss Kanabec County's proposed 2022 budget and levy.

For further information, contact the office of the Kanabec County Coordinator at 679-6440.

County Coordinator Kris McNally presented the Proposed 2022 Budget and the 2022 Levy.

6:14pm – Vice Chairperson McNally called for public comment. Those that responded included the following:

| | |
|-------------|--|
| Hope Mullen | Questions regarding how the public can impact the county budget in the future. |
| Mark Mullen | Questions regarding the County EDA and business development in the community. |

6:28pm – Vice Chairperson McNally closed public comment.

Jim Kutil asked questions regarding revenues, expenditures and the net budget.

6:37pm – Vice Chairperson McNally adjourned the Public Hearing after all questions and comments were made.

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> |
|----------------------------------|----------------------------------|---------------------------------|-------------------|
| Beaudry Oil Company | 501.90 | Vet Emergency Grant | Veteran Services |
| Card Services (Coborn's) | 133.59 | Wellness Supplies | Employee Wellness |
| Chamberlain Oil | 1,271.01 | Shop Supplies | Highway |
| Consolidated Communications | 1,130.85 | Monthly Service | Various |
| CW Technology | 1,315.40 | Mail Filter Agreement | IS |
| East Central Energy | 191.78 | Intersection Lighting | Highway |
| Eicher, Reuben | 500.00 | Driveway Permit Refund | Highway |
| Kanabec County Auditor/Treasurer | 8,406.84 | Leased Vehicles | Various |
| Kwik Trip Inc. | 10,637.69 | County Gas Cards | Various |
| Midcontinent Communications | 471.64 | Utilities | Various |
| Minnesota Department of Finance | 5,710.50 | Nov. 21 State Fees & Surcharges | Recorder |
| Minnesota Energy Resources Corp | 12,287.72 | Gas Utilities | Various |
| Mora Municipal Utilities | 972.12 | Electric Utilities | Highway |
| Office of MN.IT Services | 1,338.65 | WAN | IS |
| Quadient Finance USA, Inc. | 1,500.00 | PSB Postage | Unallocated |
| Spire Credit Union | 4,255.52 | See Below | |
| Verizon Wireless | 5,229.36 | Monthly Service | Various |
| VISA | 316.85 | See Below | |
| Wilber, Shane | 500.00 | Driveway Permit Refund | Highway |
| 19 Claims Totaling: | <u><u>\$56,671.42</u></u> | | |
| Spire Credit Union | 38.97 | Amazon/ARPA Camera (Jail) | ARPA |
| | 159.99 | Amazon/ARPA Camera (Jail) | ARPA |
| | 12.99 | Amazon/ARPA Camera (Jail) | ARPA |
| | 43.60 | Amazon/ARPA Camera (Jail) | ARPA |

| | | |
|--------|--------------------------------------|------------------|
| 44.19 | Amazon/ARPA Camera (Jail) | ARPA |
| 38.97 | Amazon/ARPA Camera (Jail) | ARPA |
| 13.99 | Amazon/ARPA Camera (Jail) | ARPA |
| 165.00 | Amazon/ARPA Camera (Jail) | ARPA |
| 165.00 | Amazon/ARPA Camera (Jail) | ARPA |
| 165.00 | Amazon/ARPA Camera (Jail) | ARPA |
| 19.99 | Amazon/Speakers | Recorder |
| 210.00 | MAAO/Membership Renewal | Assessor |
| 283.96 | Amazon/Office Supplies | Assessor |
| 36.48 | Amazon/USB Mouse | Veteran Services |
| 137.80 | QPR Institute/Instructor Books | Veteran Services |
| 249.95 | Ownersite Tech/Software Subscription | Transit |
| 12.99 | Amazon Prime Membership | Sheriff |
| 295.00 | 3101 MSA Conf | Sheriff |
| 75.00 | BCA Training/AG | Sheriff |
| 117.55 | Flashlight/DV | Sheriff |
| 19.99 | Amazon/Speakers | Jail |
| 17.80 | Amazon/Jail Supplies | Jail |
| 7.76 | Amazon/Jail Supplies | Jail |
| 33.05 | Amazon/Jail Supplies | Jail |
| 443.62 | PSAP 911 Conf/Coon | Emergency 911 |
| 50.00 | BCA Training/PG | Emergency 911 |
| 0.99 | APPLE/Storage | Highway |
| 152.10 | Amazon/Color Printer | Welfare |
| 237.89 | Amazon/Color Printer | Welfare |
| 132.02 | Amazon/Office Supplies | Community Health |
| 17.60 | Availity | Community Health |
| 196.01 | Amazon/Vaccination Supplies | Community Health |
| 113.74 | Oriental Trading/Vacc Supplies | Community Health |
| 16.99 | Amazon/Phone Case | Community Health |
| 214.48 | Amazon/Plantronics Headset | Community Health |
| 15.40 | Availity | Community Health |
| 99.00 | Amazon/USB Docking Station | Community Health |
| 22.00 | Availity | Community Health |

| | | |
|----------------------------|-------------------|---------------------------|
| | 46.99 | Amazon/Wellness Supplies |
| | 131.67 | Walmart/Wellness Supplies |
| 40 Claims Totaling: | \$4,255.52 | |

Employee Wellness
Employee Wellness

VISA

| | | |
|---------------------------|-----------------|----------------------|
| | 282.82 | Misc Expenses |
| | 13.27 | Late Fees & Interest |
| | 20.76 | Late Fees & Interest |
| 3 Claims Totaling: | \$316.85 | |

Building Maintenance
Welfare
Welfare

Agenda Item #3a

Regular Bills - Revenue Fund

Bills to be approved: 12/21/21

| Department Name | Vendor | Amount | Purpose |
|--------------------------------|----------------------------------|-----------------|--|
| 911 EMERGENCY TELEPHONE SYSTEM | Marco | 190.07 | Annual Contract Copy Usage |
| | | 190.07 | |
| ASSESSOR | Marco | 159.00 | Lease Agreement |
| ASSESSOR | Marco | 106.29 | Contract Usage BW/Color |
| ASSESSOR | Sunshine Printing | 172.00 | 40 pads of 50 post-its |
| | | 437.29 | |
| AUDITOR | Kanabec Publications | 62.00 | Homestead Notice |
| | | 62.00 | |
| COMMISSIONERS | McNally, Dennis | 304.64 | 2021 Board Meeting Mileage |
| COMMISSIONERS | Nielsen, Les | 197.12 | 2021 Board Meeting Mileage |
| COMMISSIONERS | Smith, Craig | 911.68 | 2021 Board Meeting & Committee Meeting Mileage |
| | | 1,413.44 | |
| COMPUTER EXPENSES | Kanabec County Auditor/Treasurer | 1,928.21 | PR Fee Paycom (12/3, 12/17) SO PR Fee Paycom (12/16) |
| | | 1,928.21 | |
| COUNTY ATTORNEY | JP Morgan Chase Bank, N.A. | 189.08 | Lexis Nexis November Charges |
| COUNTY ATTORNEY | Marco | 452.70 | Annual Contract Copy Usage |
| COUNTY ATTORNEY | McFadden, Barb | 125.56 | MCAA Conference, Mileage & Meals |
| COUNTY ATTORNEY | MN County Attorneys Association | 2,865.00 | 2022 MCAA Dues |
| COUNTY ATTORNEY | Office Depot | 51.78 | USB Flash Drives |
| COUNTY ATTORNEY | RandiAnn C. Harvey | 92.00 | Transcript CHIPS |
| | | 3,776.12 | |

| | | | |
|------------------------|----------------------------------|------------------|---|
| COUNTY COORDINATOR | Marco | 711.53 | Annual Printer Contract |
| COUNTY COORDINATOR | MRA | <u>1,675.00</u> | 2022 Annual Membership |
| | | 2,386.53 | |
| COUNTY CORONER | Akkerman Ingebrand Funeral Home | 430.00 | Removal & Transport |
| COUNTY CORONER | Ramsey County | <u>2,107.50</u> | Post Mortem Exam/Toxicology (2) |
| | | 2,537.50 | |
| COUNTY EXTENSION | Regents of the University of MN | <u>18,814.00</u> | Oct-Dec 2021 MOA Billing |
| | | 18,814.00 | |
| COUNTY RECORDER | Labels Direct | 67.50 | Diskette Labels & Address Labels |
| COUNTY RECORDER | Marco | <u>93.75</u> | Copier Maintenance Agreement |
| | | 161.25 | |
| COURT ADMINISTRATOR | Anne M. Carlson Law Office, PLLC | 1,079.50 | Court Appt Attorney Fees |
| COURT ADMINISTRATOR | McKinnis & Doom PA | 121.50 | Court Appt Attorney Fees |
| COURT ADMINISTRATOR | McKinnis & Doom PA | <u>127.50</u> | Court Appt Attorney Fees |
| | | 1,328.50 | |
| ECONOMIC DEVELOPMENT | Black, Ivan | 200.00 | EDA Board Meeting Per Diem Payment for 2021 |
| ECONOMIC DEVELOPMENT | Davis, Wayne | 300.00 | EDA Board Meeting Per Diem Payment for 2021 |
| ECONOMIC DEVELOPMENT | EDAM | 295.00 | 2022 Membership Dues |
| ECONOMIC DEVELOPMENT | Ellis, Kathi | 250.00 | EDA Board Meeting Per Diem Payment for 2021 |
| ECONOMIC DEVELOPMENT | Holcomb, Lisa | 300.00 | EDA Board Meeting Per Diem Payment for 2021 |
| ECONOMIC DEVELOPMENT | Kanabec Publications | 242.30 | Legal Notice of Location Change for 12/8 Meeting and CCB Ad |
| ECONOMIC DEVELOPMENT | Ness, Lonnie | 125.00 | EDA Board Meeting Per Diem Payment for 2021 |
| ECONOMIC DEVELOPMENT | Treiber, Sara | 275.00 | EDA Board Meeting Per Diem Payment for 2021 |
| ECONOMIC DEVELOPMENT | Tvedt, Jerry | <u>225.00</u> | EDA Board Meeting Per Diem Payment for 2021 |
| | | 2,212.30 | |
| ENVIRONMENTAL SERVICES | Hoisington Koegler Group Inc. | 2,617.50 | Professional Services for Comprehensive Plan Update |
| ENVIRONMENTAL SERVICES | Kanabec Publications | 37.10 | Public Notice Planning Commission, Comp Plan Meeting |
| ENVIRONMENTAL SERVICES | MACPZA | 170.00 | 2022 MN Assoc. County Planning & Zoning Administrators |

| | | | |
|-----------------------|-------------------------------------|------------------|--|
| | | 2,824.60 | |
| HIGHWAY | MN Counties Intergovernmental Trust | 3,470.00 | 2020 WC Audit Adj |
| | | 3,470.00 | |
| HUMAN RESOURCES | ECM Publishers | 228.50 | HEO II & Social Worker Employment Ads |
| HUMAN RESOURCES | Kanabec County Auditor/Treasurer | 1,928.21 | PR Fee Paycom (12/3, 12/17) SO PR Fee Paycom (12/16) |
| HUMAN RESOURCES | League of MN Cities | 126.50 | Online Job Advertising - Court Services Director |
| HUMAN RESOURCES | MN Counties Intergovernmental Trust | 6,913.00 | 2020 WC Audit Adj |
| | | 9,196.21 | |
| INFORMATION SYSTEMS | Marco | 3,216.80 | Phone Lease |
| INFORMATION SYSTEMS | SHI | 14,250.00 | Hardware & Service |
| | | 17,466.80 | |
| WELFARE | MN Counties Intergovernmental Trust | 801.00 | 2020 WC Audit Adj |
| | | 801.00 | |
| PUBLIC TRANSPORTATION | Auto Value | 236.95 | Bus Parts |
| PUBLIC TRANSPORTATION | Curtis, Michael | 796.66 | Volunteer Driver |
| PUBLIC TRANSPORTATION | Department of Transportation | 16,276.24 | Repayment for Unspent Funds 2019 Grant Year |
| PUBLIC TRANSPORTATION | Glen's Tire | 1,516.67 | Bus & Van Repairs, Tires, Oil |
| PUBLIC TRANSPORTATION | Kanabec County Highway Dept | 456.47 | Bus & Van Repairs and Oil Changes |
| PUBLIC TRANSPORTATION | Kanabec Publications | 645.00 | Advertising |
| PUBLIC TRANSPORTATION | Manthie, Wendy | 873.04 | Volunteer Driver |
| PUBLIC TRANSPORTATION | Marco | 134.68 | Printer Contracts |
| PUBLIC TRANSPORTATION | MN Counties Intergovernmental Trust | (5,856.00) | 2020 WC Audit Adj |
| PUBLIC TRANSPORTATION | Premium Waters, Inc | 54.34 | Bottled Water Supplies |
| PUBLIC TRANSPORTATION | Quality Disposal | 24.15 | November Services |
| PUBLIC TRANSPORTATION | Van Alst, Lillian | 112.56 | Volunteer Driver |
| | | 15,270.76 | |
| SANITATION | East Central Solid Waste Commission | 150.82 | Highway Dept Mixed Solid Waste, Electronics & Appliances |
| SANITATION | Veolia Environmental Services | 921.46 | HHW Collection, Trichloroethylene Special Pickup/Transport |

| | | | |
|---------------------------|----------------------------------|------------------|---|
| | | 1,072.28 | |
| SHERIFF | Aspen Mills | 1,450.69 | Deputy Thomsen Initial Issue |
| SHERIFF | AT&T Mobility | 929.40 | Monthly Service |
| SHERIFF | Auto Value | 133.99 | Squad Battery |
| SHERIFF | Coborn's | 2,235.70 | BADGES Gift Cards and Fees (\$300 x 4, \$500 x 2) |
| SHERIFF | Galls | 190.00 | Vest Carrier |
| SHERIFF | Glen's Tire | 209.80 | Flat Repairs, Mount, Balance, Disposal, Tire Installation |
| SHERIFF | Hohn's Auto Body & Glass | 1,644.00 | Vehicle Repairs |
| SHERIFF | Horizon Towing | 912.04 | Towing Services (3) |
| SHERIFF | J.P. Cooke Co. | 70.90 | Notary Stamps (2) |
| SHERIFF | Office Depot | 22.65 | Post It Notes, Legal Pads |
| SHERIFF | O'Reilly Auto Parts | 99.54 | Mini Bulbs, Capsules, Wiper Blades |
| | | 7,898.71 | |
| SHERIFF - CITY OF MORA | AT&T Mobility | 44.67 | Monthly Service |
| SHERIFF - CITY OF MORA | Glen's Tire | 36.50 | Flat Repair, Valve Stem |
| | | 81.17 | |
| SHERIFF - JAIL/DISPATCH | Advanced Correctional Healthcare | 337.40 | Nov 21 Pharmacy for TB Supplies |
| SHERIFF - JAIL/DISPATCH | Coborn's | 22.46 | Jail Supplies |
| SHERIFF - JAIL/DISPATCH | Daniels Health | 220.06 | Sharp Disposal Service |
| SHERIFF - JAIL/DISPATCH | East Central Exterminating | 250.00 | January Services |
| SHERIFF - JAIL/DISPATCH | Marco | 70.35 | Annual Contract Copy Usage |
| SHERIFF - JAIL/DISPATCH | Michael Keller, Ph.D., L.P. | 1,300.00 | Psych Eval, New Employee (2) |
| SHERIFF - JAIL/DISPATCH | Quality Disposal | 199.35 | November Services |
| SHERIFF - JAIL/DISPATCH | Steller Services | 160.20 | Canteen |
| SHERIFF - JAIL/DISPATCH | Summit Food Service Management | 11,447.47 | Inmate Meals 10/23-12/10 |
| | | 14,007.29 | |
| STATE FISCAL RECOVERY ARP | IT SAVVY LLC | 574.51 | Part of New Camera System in the Jail |
| STATE FISCAL RECOVERY ARP | IT SAVVY LLC | 1,329.93 | Part of New Camera System in the Jail |
| STATE FISCAL RECOVERY ARP | Tierney | 59.26 | Part of the New Mobile Cart for Attorney Office |
| | | 1,963.70 | |

| | | | |
|------------------|-------------------------------|----------------------------|--|
| VETERAN SERVICES | Bliss, Erica | 523.87 | Reimbursement for GWOT Dinner, from Donations |
| VETERAN SERVICES | Federated Co-ops | 499.95 | Veteran Emergency Grant |
| VETERAN SERVICES | K&R Meats | 120.00 | 4-\$30 Gift Cards, From Donations |
| VETERAN SERVICES | Mora Bakery | 47.49 | Dessert for GWOT Dinner, From Donations |
| | | | 4 - 1 hour Reflexology Gift Certificates for GWOT Dinner, from |
| VETERAN SERVICES | Soft N Gentle Healing Touch | 193.28 | Donations |
| VETERAN SERVICES | Stenstrom Jewelry | 158.38 | Door Prices for GWOT Dinner, from Donations |
| | | <u>1,542.97</u> | |
| | | | |
| WATER PLAN | Kanabec County Soil and Water | 8,821.00 | SWCD Water Plan Projects/Implementation 2021 |
| | | <u>8,821.00</u> | |
| | | | |
| | | <u>91 Claims Totaling:</u> | <u><u>\$ 119,663.70</u></u> |

Agenda Item #3b

Regular Bills - Road & Bridge

Bills to be approved: 12/21/21

| Vendor | Amount | Purpose |
|-----------------------------|-------------------------|-----------------------------------|
| Ace Hardware | 39.96 | Shop supplies |
| Aramark | 452.26 | Coveralls and janitorial supplies |
| Bjorklund | 706.32 | Gravel |
| Caswell Cycle | 74.97 | Chainsaw supplies |
| Central McGowan | 53.80 | Welding supplies |
| Central Pension Fund | 189.10 | Training center use fee |
| DeJong, George | 12.59 | Uniform Allowance |
| Dooley, Mark | 300.00 | Uniform Allowance |
| DLT | 1,200.00 | Class for engineering |
| Dultmeier Sales | 838.76 | Repair parts |
| EATI | 1,275.10 | Equipment Lights |
| Glens Tire | 1,345.00 | Tire Repair |
| Gopher State One-Call | 17.55 | Locates |
| Granite Ledge Electrical | 192.46 | Light repair |
| Hass Construction | 197.16 | Sand |
| Hjort | 8,440.00 | Excavator rental |
| Houston Engineering | 6,909.00 | County ditch 2 engineering |
| Johnson Hardware | 1,135.46 | Shop supplies |
| Kanabec County Highway Dept | 79.50 | Petty Cash, Postage |
| Knife River Corporation | 1,942.74 | Gravel |
| Kwik Trip | 10.00 | Carwash |
| Minnesota Energy | 1,165.05 | Heating |
| Mora Chevrolet | 34.95 | Repair labor |
| Northpost | 265.00 | Shop supplies |
| Novus Glass | 425.00 | Windshield |
| Office Depot | 125.78 | Office Supplies |
| Pomp's Tire | 9,503.76 | Tire order |
| Power Plan (RDO) | 11,081.40 | Repair labor and parts |
| Premier Outdoor Services | 755.00 | Snow removal |
| Quality Disposal | 164.25 | Garbage removal |
| Ringler, Jeremy | 300.00 | Uniform Allowance |
| Schiferli, Kevin | 230.01 | Uniform Allowance |
| Tomlinson, Tim | 24.69 | Uniform Allowance |
| Wallace, Bruce | 147.12 | Uniform Allowance |
| Widseth Smith Nolting | 2,940.00 | Engineering |
| Wiacom | 675.30 | GPS |
| Yotter, Timothy | 300.00 | Uniform Allowance |
| 37 Claims Totaling: | <u>53,549.04</u> | |

Agenda Item #4

December 21, 2021

REQUEST FOR BOARD ACTION

| | |
|---|---|
| a. Subject: Donation Acknowledgement | b. Origination: Coordinator |
| c. Estimated time: 10 minutes | d. Presenter(s): County Coordinator Kris McNally |

e. Board action requested:

Approve the following resolution:

Resolution # ____-12/21/21 Donation Acknowledgement

WHEREAS Knife Lake Concrete made a donation of materials and labor to the Kanabec County K-9 Unit for a concrete slab needed for the canine's kennel; and

WHEREAS Knife Lake Concrete assigned a value of the donation at \$1,381.55;

BE IT THEREFORE RESOLVED that the Kanabec County Board of Commissioners hereby acknowledges said donation and extends its gratitude to Knife Lake Concrete for their generosity and support of the K-9 Unit.

f. Background:

Supporting Documents: None Attached: ☒

| | |
|---|----------|
| Date received in County Coordinators Office: | 12/14/21 |
|---|----------|

Coordinators Comments:

Donation Form



Thank you for your donation to the Kanabec County Sheriff's Office K-9 Unit! We sincerely appreciate your support. Please complete the information below for documentation of your donation. Please attach pictures or provide other supporting documentation as appropriate.

Donor Information

| | |
|--|---|
| BUSINESS NAME Knife Lake Concrete, Inc. | NAME (LAST, FIRST, M.I.) Fore, James A. - Vice President |
| STREET ADDRESS 2026 Rowland Road | EMAIL knifelakeconcrete@gmail.com |
| CITY, STATE, ZIP Mora, MN 55051 | PHONE 320-679-4141 |
| WEBSITE none | FEDERAL TAX ID #: 41-1375740 |

Donation Description

| | |
|--|--------------------|
| CHECK ONE: <input type="radio"/> CASH <input checked="" type="radio"/> PRODUCT / ITEM <input checked="" type="radio"/> SERVICE <input type="radio"/> OTHER | |
| AMOUNT (VALUE) / DESCRIPTION \$881.55 / Ready Mix \$500.00 / Labor for Installation | DATE 11/02/2021 |
| NOTES | |

Please submit your completed form to:

Organization Name: Kanabec County

Department: Coordinator's Office

Website: www.kanabecounty.org

Contact Name: Kris McNally

Position Title: Coordinator

Phone: 320-679-6440

Email: coordinator@co.kanabec.mn.us



Agenda Item #5

December 21, 2021

REQUEST FOR BOARD ACTION

| | |
|---|---|
| a. Subject: Resolution to Adopt the Final Budget and Levy for FY2022 | b. Origination: Coordinator's Office |
| c. Estimated time: 10 mins | d. Presenter(s): |

e. Board action requested:

Discuss and resolve to adopt the fiscal year 2022 Final Budget and Levy.

f. Background:

Supporting Documents: None Attached: ☒

| | |
|--|--|
| Date Received in County Coordinator's Office: | |
|--|--|

Coordinators Comments:

Attachments are:

1. Resolution to Adopt the Kanabec County 2022 Final Budget and Levy; and
2. FY2022 Budget & Levy Detail

Resolution to set the Final Budget and Levy for 2022

BE IT RESOLVED by the Kanabec County Board of Commissioners that the following proposed fiscal year 2022 maximum levy and final budget be adopted:

| FUND | 2022 FINAL BUDGET | 2022 MAXIMUM LEVY |
|---|-------------------|---------------------|
| <i>a.</i> Revenue Fund | 14,743,869 | 7,743,798 |
| <i>b.</i> Family Services (Welfare) Fund | 6,346,205 | 2,265,305 |
| <i>c.</i> Community Health | 3,064,301 | 212,024 |
| <i>d.</i> Road & Bridge Fund | 7,372,189 | 1,798,502 |
| <i>e.</i> Railroad Authority Fund | 1,025 | 925 |
| <i>f.</i> Debt Service – Tax Capacity based (<i>not including market value levy</i>) “ <i>Building Fund</i> ” | 1,040,314 | 861,574 |
| <i>g.</i> SUB-TOTALS (<i>total of a. through f.</i>) | 32,567,903 | 12,882,128 |
| i. + Debt Service For Market Based Referendum Levy | | \$178,740 |
| ii. + EDA Levy | | \$150,000 |
| j. TOTAL PRELIMINARY PAYABLE Y2022 LEVY (total= $f+i+ii$) | | \$13,210,868 |

BE IT FURTHER RESOLVED that \$861,574 of the debt service tax capacity based and all of the market value based of \$178,740 are dedicated to debt service.

BE IT FURTHER RESOLVED that the budget reflects revenue of **\$1,183,396** in County Program Aid.

Dennis McNally- Vice Chair

Kris McNally- Board Clerk

Attachment #2: FY2022 Proposed Budget & Levy Detail

| 2022 BUDGET SUMMARY | 2021 Net Budgets | 2022 Expend | 2022 Receipts | 2022 from Fund Balance | 2022 Net Budget |
|-------------------------|------------------|---------------|----------------|------------------------|-----------------|
| Assessor | \$ 489,836 | \$ 582,554 | \$ 99,750 | | \$ 482,804 |
| Attorney | \$ 578,518 | \$ 839,141 | \$ 171,900 | \$ - | \$ 667,241 |
| Auditor/Treasurer | | | | | |
| Office | \$ 561,411 | \$ 666,327 | \$ 45,600 | | \$ 620,727 |
| Elections | \$ 71,640 | \$ 96,950 | \$ 600 | | \$ 96,350 |
| Mainframe Expenses | \$ 85,342 | \$ 155,409 | \$ 22,231 | \$ 40,875 | \$ 92,303 |
| Auditor/Treasurer Total | \$ 718,393 | | | | \$ 809,380 |
| Commissioners | \$ 183,509 | \$ 184,705 | \$ - | | \$ 184,705 |
| Coordinator | \$ 455,121 | \$ 719,591 | \$ 71,025 | \$ 150,325 | \$ 498,241 |
| Court Administration | \$ 37,500 | \$ 37,000 | \$ - | \$ - | \$ 37,000 |
| Law Library | \$ (3,000) | \$ 9,000 | \$ 12,000 | \$ - | \$ (3,000) |
| Culture & Recreation | \$ 8,750 | \$ 11,000 | \$ - | \$ - | \$ 11,000 |
| E Central Reg Library | \$ 161,681 | \$ 169,209 | \$ - | | \$ 169,209 |
| Extension | \$ 85,161 | \$ 88,369 | \$ - | | \$ 88,369 |
| Information Systems | \$ 409,916 | \$ 616,495 | \$ 43,592 | | \$ 572,903 |
| Probation | | | | | |
| Office | \$ 369,395 | \$ 507,731 | \$ 162,217 | | \$ 345,514 |
| Probation Fees | \$ - | \$ 10,000 | \$ 10,000 | | \$ - |
| Probation Total | | | | | |
| Public Works | | | | | |
| Building Maintenance | \$ 603,556 | \$ 901,929 | \$ 57,038 | \$ 230,000 | \$ 614,891 |
| Environmental Services | | | | | |
| Office | \$ 105,623 | \$ 229,775 | \$ 107,218 | | \$ 122,557 |
| Water Plan | \$ - | \$ 15,071 | \$ 15,071 | | \$ - |
| Wetlands | \$ - | \$ 25,103 | \$ 25,103 | | \$ - |
| Shorelands | \$ - | \$ 4,090 | \$ 4,090 | | \$ - |
| ISTS | \$ - | \$ 18,600 | \$ 18,600 | | \$ - |
| Env. Services Total | \$ 105,623 | | | | \$ 122,557 |
| Sanitation | \$ - | \$ 127,423 | \$ 87,115 | \$ 40,308 | \$ - |
| Surveyor | \$ 7,500 | \$ 5,500 | \$ - | \$ 3,000 | \$ 2,500 |
| Public Works Total | | | | | |
| Recorder | \$ 39,533 | \$ 243,650 | \$ 170,100 | \$ - | \$ 73,550 |
| Sheriff | | | | | |
| Law Enforcement | \$ 1,621,095 | \$ 2,935,177 | \$ 1,009,233 | \$ 100,000 | \$ 1,825,944 |
| Boat & Water | \$ - | \$ 3,895 | \$ 3,895 | \$ - | \$ - |
| Snowmobile | \$ - | \$ 4,410 | \$ 4,410 | \$ - | \$ - |
| ATV | \$ - | \$ 3,154 | \$ 3,154 | \$ - | \$ - |
| Reserves | \$ - | \$ 8,000 | \$ 8,000 | \$ - | \$ - |
| Coroner | \$ 40,000 | \$ 40,000 | \$ - | \$ - | \$ 40,000 |
| Emergency Mngt | \$ 17,056 | \$ 34,202 | \$ 17,056 | \$ - | \$ 17,146 |
| Jail/Dispatch | \$ 3,052,663 | \$ 3,335,766 | \$ 146,056 | \$ - | \$ 3,189,710 |
| E-911 System | \$ - | \$ 180,000 | \$ 180,000 | | \$ - |
| Sheriff's Total | \$ 4,730,814 | | | | \$ 5,072,800 |
| Transit | \$ (0) | \$ 1,064,493 | \$ 1,064,493 | \$ - | \$ - |
| Unallocated | \$ (2,026,160) | \$ 727,142 | \$ 2,860,016 | \$ - | \$ (2,132,874) |
| Veteran's Services | \$ 107,790 | \$ 143,008 | \$ 13,000 | \$ 3,000 | \$ 127,008 |
| Revenue Fund Totals | \$ 7,063,436 | \$ 14,743,869 | \$ 6,432,563 | \$ 567,508 | \$ 7,743,798 |
| Road & Bridge Fund | \$ 1,933,361 | \$ 7,372,189 | \$ 4,955,612 | \$ 618,075 | \$ 1,798,502 |
| Family Services Fund | \$ 2,258,822 | \$ 6,346,205 | \$ 4,080,900 | \$ - | \$ 2,265,305 |
| Community Health Fund | \$ 393,091 | \$ 3,064,301 | \$ 2,652,277 | \$ 200,000 | \$ 212,024 |
| EDA Fund | \$ 150,000 | \$ 168,200 | \$ 8,200 | \$ 10,000 | \$ 150,000 |
| Railroad Authority | \$ 917 | \$ 1,025 | \$ 100 | \$ - | \$ 925 |
| Bond Fund | \$ 1,034,024 | \$ 1,040,314 | \$ - | \$ - | \$ 1,040,314 |
| Net Levy 2021: | \$ 12,833,651 | \$ 32,736,103 | \$ 18,129,652 | \$ 1,395,583 | \$ 13,210,868 |
| | | | NET LEVY 2022= | | 13,210,868 |
| 2020 CPA= \$1,194,206 | | | | REVISION DATE: | 11/18/21 |
| 2021 CPA= \$1,191,242 | | | | | |
| 2022 CPA= \$ 1,183,396 | | | | | |

Agenda Item #6

December 21, 2021

REQUEST FOR BOARD ACTION

| | |
|---|--|
| a. Subject: Resolution to Hold a Special Election to Fill a Vacancy on the Board of County Commissioners | b. Origination: Auditor/Treasurer's Office |
| c. Estimated time: 10 minutes | d. Presenter(s): Denise Snyder, Auditor/Treasurer |

e. Board action requested:

Resolution #___ – 12/21/21

Special Election and/or Special Primary

WHEREAS, there is a vacancy in the District #2 County Commissioner position caused by an unexpected death on December 8, 2021;

WHEREAS, the remaining term for the vacant position exceeds one year;

WHEREAS, in order to fill the vacancy as expediently as possible, the County Board of Commissioners must hold a special election pursuant to MN Statute 375.101;

BE IT RESOLVED to declare the District #2 Board of Commissioner seat vacant as of December 9, 2021; and

BE IT FURTHER RESOLVED that the Kanabec County Board of Commissioners hereby calls for a Special Election to be held to fill said vacancy; and

BE IT FURTHER RESOLVED that the filing period for said Special Election shall occur between 8:00am January 18, 2022 and 5:00pm February 1, 2022; and

BE IT FURTHER RESOLVED should the County receive two or less affidavits of candidacy during the filing period that a Special Election to fill the vacant seat shall be held April 12, 2022; and

BE IT FURTHER RESOLVED should the County receive more than two affidavits of candidacy during the filing period, a Special Primary would be statutorily required and would be held on April 12, 2022 with the Special Election to be held on August 9, 2022.

f. Background:

Supporting Documents: None ☒ **Attached:**

Date received in County Coordinators Office:

Coordinators Comments:

375.101 VACANCY IN OFFICE OF COUNTY COMMISSIONER.

Subdivision 1. Option for filling vacancies; special election. (a) Except as provided in subdivision 3, a vacancy in the office of county commissioner may be filled as provided in this subdivision and subdivision 2, or as provided in subdivision 4. If the vacancy is to be filled under this subdivision and subdivision 2, it must be filled at a special election. The county board may by resolution call for a special election to be held on a date authorized by section 205.10, subdivision 3a.

(b) The person elected at the special election shall take office immediately after receipt of the certificate of election and upon filing the bond and taking the oath of office and shall serve the remainder of the unexpired term. If the county has been reapportioned since the commencement of the term of the vacant office, the election shall be based on the district as reapportioned.

Subd. 2. When victor seated immediately. If a vacancy for which a special election is required occurs less than 120 days before the general election preceding the end of the term, the vacancy shall be filled by the person elected at that election for the ensuing term who shall take office immediately after receiving the certificate of election, filing the bond and taking the oath of office.

Subd. 3. Inability or refusal to serve. In addition to the events specified in section 351.02, a vacancy in the office of county commissioner may be declared by the county board when a commissioner is unable to serve in the office or attend board meetings for a 90-day period because of illness, or because of absence from or refusal to attend board meetings for a 90-day period. If any of the preceding conditions occurs, the county board may, after the board by resolution has declared a vacancy to exist, make an appointment to fill the vacancy at a regular or special meeting for the remainder of the unexpired term or until the ill or absent member is again able to resume duties and attend county board meetings, whichever is earlier. If the original member is again able to resume duties and attend board meetings, the board shall by resolution so determine and remove the appointed officeholder and restore the original member to office.

Subd. 4. Vacancies of less than one year; appointment option. Except as provided in subdivision 3, and as an alternative to the procedure provided in subdivisions 1 and 2, any other vacancy in the office of county commissioner may be filled by board appointment at a regular or special meeting. The appointment shall be evidenced by a resolution entered in the minutes and shall continue until an election is held under this subdivision. All elections to fill vacancies shall be for the unexpired term. If one year or more remains in the unexpired term, a special election must be held under subdivision 1. If less than one year remains in the unexpired term, the county board may appoint a person to fill the vacancy for the remainder of the unexpired term, unless the vacancy occurs within 90 days of the next county general election, in which case an appointment shall not be made and the vacancy must be filled at the general election. The person elected to fill a vacancy at the general election takes office immediately in the same manner as for a special election under subdivision 1, and serves the remainder of the unexpired term and the new term for which the election was otherwise held.

Subd. 5. County boards vacancy appointment; public hearing. Before making an appointment to fill a vacancy under subdivision 4, the county board must hold a public hearing not more than 30 days after the vacancy occurs with public notice given in the same manner as for a special meeting of the county board. At the public hearing the board must invite public testimony from persons residing in the district in which the vacancy occurs relating to the qualifications of prospective appointees to fill the vacancy. Before making an appointment, the board also must notify public officials in the affected district on the appointment, including town board and city council members, and must enter into the record at the board meeting in which the appointment is made the names and addresses of the public officials notified. If after the public hearing, the board is unable or decides not to make an appointment under subdivision 4, it must hold a special election

under subdivision 1, but the time period in which the election must be held begins to run from the date of the public hearing.

History: 1975 c 280 s 2; 1984 c 629 s 2; 1996 c 422 s 1; 2007 c 52 s 1,2; 2008 c 246 s 1,2; 2010 c 201 s 80,81; 2017 c 92 art 2 s 18

Agenda Item #7

December 21, 2021

REQUEST FOR BOARD ACTION

| | |
|---|---|
| a. Subject: Discuss Filling Some of the Existing Board Committee Vacancies | b. Origination: Coordinator's Office |
| c. Estimated time: 10 minutes | d. Presenter(s): |

e. Board action requested:

Discuss appointing a Commissioner for an interim appointment on the following committees:

- Personnel Committee
- Local 106 Negotiating Committee
- Local 107 Negotiating Committee
- Public Works Committee

The remaining committee appointments will be addressed at the January 2022 Organizational Meeting.

f. Background:

Commissioner Anderson served on the following committees:

External:

- Association of Minnesota Counties – all 5 commissioners on this board
- Central Minnesota Council on Aging – Rick Mattson is the alternate
- East Central Regional Development Commission
- East Central Regional Library
- Extension Committee
- Lakes & Pines Board
- North Highway 65 Corridor Coalition – Dennis McNally is the alternate

Internal:

- Personnel Committee
- Public Works Committee
- Railroad Authority Board
- Drainage Authority Board
- Negotiating Team: Local 107 (Jail/Dispatcher)
- Negotiating Team: Local 106 (Deputies)
- EDA
- Housing and Redevelopment Authority
- Law Library
- Snake River Water Management Advisory Board
- Railroad Authority Advisory Committee
- Water Plan

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

Agenda Item #8

December 21, 2021

REQUEST FOR BOARD ACTION

| | |
|---|---|
| a. Subject: Resolution to Approve Collective Bargaining Agreements | b. Origination: Negotiation Committees |
| c. Estimated time: 10 minutes | d. Presenter(s): |

e. Board action requested:

Approve the following resolutions:

Resolution #___a. – 12/21/21

WHEREAS the negotiating committee has presented the Board with a proposed 2022-2024 bargaining unit agreement between Kanabec County and the Law Enforcement Labor Services, Inc., Local 107, and

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

BE IT RESOLVED to approve a 2022-2024 bargaining unit agreement between Kanabec County and the Law Enforcement Labor Services, Inc., Local 107.

Resolution #___b. – 12/21/21

WHEREAS the negotiating committee has presented the Board with a proposed 2022-2024 bargaining unit agreement between Kanabec County and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local No 320, and

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

BE IT RESOLVED to approve a 2022-2024 bargaining unit agreement between Kanabec County and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local No 320.

f. Background:

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

Agenda Item #9

December 21, 2021

REQUEST FOR BOARD ACTION

| | |
|--|--|
| a. Subject: Aquatic Invasive Species (AIS) Grant Administration | b. Origination: AIS Committee |
| c. Estimated time: 10 minutes | d. Presenter(s): Commissioner McNally |

e. Board action requested:

f. Background:

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

Resolution #13 – 09/09/15

Resolution for Aquatic Invasive Species Prevention Aid

WHEREAS, 2014 Session Law Chapter 308 enacted by the Legislature provides Minnesota counties a County Program Aid grant for Aquatic Invasive Species (AIS) prevention. The amount designated for each county is based on the number of watercraft trailer launches as well as the number of watercraft trailer parking species within each county. And

WHEREAS, the legislation requires that Kanabec County must establish, by resolution or through adoption of a plan, guidelines for the use of the proceeds which are to prevent the introduction or limit the spread of aquatic invasive species at all access sites within the county, and

WHEREAS, the county may appropriate the proceeds directly or may use any portion of the proceeds to provide funding for a joint powers board or cooperative agreement with another political subdivision, a soil and water conservation district in the county, a watershed district in the county, or a lake association located in the county. Any money appropriated by the county to a different entity or political subdivision must be used as required under this section, and

WHEREAS, the county must submit a copy of its guidelines for use of the proceeds to the Department of Natural Resources by December 31 of the year the payments are received, and

WHEREAS, Aquatic Invasive Species is one of the three priority concerns identified in the 2013-2023 Water Plan. A stated goal in the Water Plan is to provide leadership in the fight against Aquatic Invasive Species by developing proactive solutions aimed at educating and empowering local citizens, and

WHEREAS, Surface water quality is one of the priority concerns identified in the 2006-2016 Kanabec County Water Plan. Associated with surface water quality are Aquatic Invasive Species and some

of their control measures are listed in the Water Plan, and

WHEREAS, Kanabec County supports involvement in and funding of multi county collaborative efforts for educational and awareness campaigns, inspection and decontamination programs and research projects related to AIS that provide benefits to Kanabec County residents and resources;

NOW, THEREFORE, BE IT RESOVLED the Board of Commissioners of Kanabec County, Minnesota, designates oversight of Kanabec County's AIS prevention efforts to the Kanabec County Soil and Water Conservation District via an advisory Board and delegates to them the responsibility to prepare, implement and report annually a plan to allocate the funding in accordance with the above legislation.

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments: