



# Kanabec County Board of Commissioners

## Regular Meeting Agenda

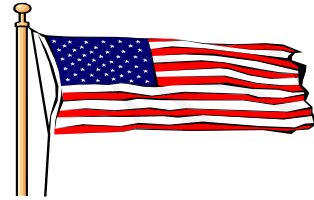
February 2, 2021

- 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: 146 765 8114



**Video Meeting link:**

<https://kanabeccounty.webex.com/kanabeccounty/j.php?MTID=ma2c9501b0fceb05d914b49d07e162b3>

Meeting number: 146 765 8114

Password: 63wG8P6BdpP

**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 CHB.  
**Community Health Board**
- 9:30am Brian Smith, Sheriff & Lisa Blowers, I.S. Director- proposed new position/succession plan
- 9:45am Karen McClellan, Deputy Auditor Tax II- Tax & CAMA support contracts
- 10:00am Robbie Anderson, Deputy Auditor, Property & Tax - Tax Forfeit Property 26355 Whited Ave,  
Brook Park, MN 55007 and Tax Forfeit Pricing/Sale Process
- 10:15am Lonnie Ness, ReMaxx Select, Inc. - Offer on Knife Lake Parcel

**10:30am Public Comment**

- 10:45am No Net Gain Policy
- 11:10am Tim Marion, DNR; Eran Sandquist, Pheasants Forever; & Shaun Fielder, Property Owner - DNR  
Land Exchange Request
- 11:30am Vasaloppet USA – Request to use County equipment for ski event
- 11:40am Chad Gramentz, Public Works

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*

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Other business to be conducted as time is available:

1. Minutes
2. Paid Bills
3. Regular Bills
  - a. Revenue Fund
  - b. Road & Bridge
4. Consent Agenda
  - a. SCORE Claims
  - b. Gambling Request – Knife Lake Sportsman’s Club
5. Committee Appointments (continued): State Community Health Services Advisory Committee
6. Revising the Gambling Policy
7. Land sale process: Haybrook 07.00690.00
8. Building Use – Complaint
9. Commissioner Reports
10. Future Agenda Items
11. Discuss any other matters that may come before the County Board

ADJOURN

**Kanabec County Community Health Board**  
**AGENDA**  
**Tuesday, February 2, 2021**  
**9:05 a.m.**

1. Call meeting to order
2. Agenda Approval page 1
3. Director's Report page 2-3
  - Staffing – Nurse Interviews Completed
  - Letter of Support for University of MN Research on Vaccine Hesitancy
    - See attached letter page 4
  - Agreement w/ Public Vaccinating Staff
    - Action requested
    - See attached Agreement and resolution page 5-13
  - Coronavirus
  - Response Activities
4. Public Health Emergency Preparedness Annual Letter of Concurrence
  - Action requested
  - See attached Concurrence letter and resolution page 14-15
5. Financial Reports – see attached
  - Trial Balance page 16-18
  - November Financial Report page 19-20
6. Abstract Approval
  - Action Requested
  - See attached Abstract and Vendor List page 21-28

Other Business

Adjourn

Kanabec County Community Health/Timber Trails  
Director's Report  
February 2021

**Community Health Report**

**Staffing:**

Interview occurring

**Letter of Support for the University of Minnesota Research on Vaccine Hesitancy**

I received an email from Laura Palombi from the University of Minnesota that includes the Medical School, College of Pharmacy, and Extension. They became aware of an exciting funding opportunity that aligns with the interests of the prospective Rural Learning Healthcare Network (with one of the sites being in Mora).

The National Institutes of Health has put out a call for research projects that address vaccine hesitancy in populations that experience health disparities. While this funding opportunity is certainly inspired by concerns about the COVID-19 vaccine, it is aimed at improving uptake of all vaccines, and would provide 5 years of funding with the option to renew. There are health disparities in rural Minnesota communities, and immunization rates and misinformation about vaccines were concerns brought up multiple times at listening sessions that the medical school conducted at Mora and 10 other rural sites last winter. The U of MN met with program officers from the National Institutes of Health who were intrigued by the unique multidisciplinary collaboration they have been building, and encouraged the U of MN to apply.

The University of MN wants to partner with Kanabec County Community Health in this project, along with Welia Health as one of their sites (Welia has a collaboration with the medical school through the RPAP program). The University is drafting a proposal in which they would partner with local public health departments (we would receive a stipend/consulting fee in exchange for our participation) along with the healthcare site in each of these rural communities. The goal would be for our public health department to help them learn more about barriers to vaccine uptake in each community, help them establish a Community Advisory Board, and provide them and the clinical site with local guidance in vaccine education. They also anticipate needing guidance from public health on disseminating messaging and for vaccination logistics.

The grant wouldn't start until September 1st at the very earliest. The University is budgeting for a \$5,000 stipend for each county for each year of the grant to offset the time commitment that the work would require.

Because they needed a letter of support the week of January 25<sup>th</sup>, I spoke with Commissioner Anderson and he provided me with the ok to send if I felt it was a good project.

The letter that is attached in the Board packet.

If the grant is funded a contract outlining the terms and compensation for our participation will be sent.



**Agreement with Public Vaccinating Staff**

Barb McFadden felt that the contract within your packet would be adequate if we are wanting to utilize grant funding to utilize another entity for vaccination support. We have not received any more information about the time of any grant funding yet.

Currently Kanabec County Community Health and Welia Health are mutually partnering to provide these clinics to best serve the community.

**Coronavirus:**

Current numbers will be provided at the meeting.

**Response Activities:**

We have been fortunate to be able to hold a few larger vaccination clinics in partnership with Welia Health. The vaccination clinics are the easy part of the process. They are very efficient.

The challenging part has been in communicating with the community. Neither Welia Health nor Public Health has the ability to manage a “call back list”. There is no list for people to be put on. We are so busy providing vaccinations to the 1a priority groups (second doses are now happening) and when we have available vaccine, planning and conducting clinics for those in group 1b that I do not have staff available to be calling people.

We are working together with Welia Health on the information that is/will be going to our community so that it is consistent. We are telling people where they can go to get the most up-to-date information. There has been a very short turn around on when we know we have vaccine and are expected to get it into people’s arms. Again, making the communication the most challenging component.

The current line to call in to set up appointments is not without challenges and the I.S. Department has been very helpful but our system has limitations. We will continue to work through these challenges.

## Kanabec County Community Health

905 East Forest Avenue  
Mora, MN 55051  
Phone: 320-679-6330  
Fax: 320-679-6333

Wednesday  
January 27, 2021

Dear Drs. McCarty and Palombi,

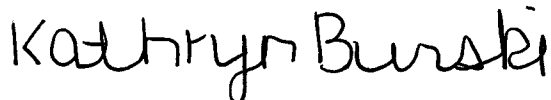
This letter is to confirm the commitment of Kanabec County Community Health to partner with the University of Minnesota in their proposal for the Notice of Special Interest (NOSI) focused on Research to Address Vaccine Hesitancy, Uptake, and Implementation among Populations that Experience Health Disparities, titled *Addressing Vaccine Hesitancy in Rural America Through Community Engagement*.

We are eager to partner with the multi-disciplinary and multi-agency team that you have engaged to address vaccine hesitancy in our county. This partnership will allow our diverse group of stakeholders to support each other's work to assure the multi-directional flow of information and the sharing of resources to learn more about the root causes of vaccine hesitancy and to address them in a community-engaged manner.

This work will be accomplished through both virtual and in-person meetings, and through the guidance of both a steering committee and an advisory board in Kanabec County. We will work with your team and Welia Health to provide you with local guidance in vaccine education, disseminating messaging and for vaccination logistics.

The commitments described here will begin immediately upon granting and will run through the completion of the project. This partnership includes a commitment to sharing aggregate performance data and information to fulfill NIH reporting requirements.

Sincerely,



Kathryn Burski, Director  
Kanabec County Community Health

KANABEC COUNTY COMMUNITY HEALTH  
Purchase of Services Contract

**WELIA HEALTH**

**Contract Period: January 19, 2021 – June 30, 2021**

1. This Contract made by and between Kanabec County doing business as Kanabec County Community Health, located at, 905 East Forest Avenue, Suite 127, Mora, MN 55051 hereinafter referred to as “Agency,” and name and address of entity hereinafter referred to as “Contractor,” for the purpose of providing grant-funded COVID-19 vaccination.
2. **Time Period of Contract**
  - a. The term of this Contract shall be from **January 19, 2021 – June 30, 2021**.
  - b. This Contract may be terminated by the Agency or the Contractor upon thirty (30) days written notice from either party or upon immediate request of Kanabec County doing business as Kanabec County Community Health. Services provided up to the date of termination will be compensated from the Agency to the Contractor.
  - c. This Contract may be immediately terminated for lack of funding by the Agency if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this contract. Written notice of termination sent by the Agency to the Contractor, by mail or facsimile, is sufficient notice under the terms of this Contract. The Agency will not be assessed any penalty or damages if the Contract is terminated due to lack of funding.
3. **Contractor Responsibilities**
  - a. The Contractor verifies that they are capable and willing to provide services for recipients deemed eligible for service by Kanabec County Community Health.
  - b. The Contractor will assure that services rendered hereunder are provided in accordance with the standards required of the Minnesota Department of Human Services.
  - c. The Contractor shall provide support to the COVID-19 vaccination campaign based on a mutually agreed upon schedule.
4. **Agency Responsibilities**
  - a. The Agency will be responsible to contact contractor to schedule patient COVID-19 vaccination clinics.
  - e. The Agency is not responsible for the transmission of COVID-19. All participants attend at their own risk and follow all COVID-19 orders, rules, and recommendations.
5. **Reimbursement**
  - a. The total reimbursement under this Contract term will not exceed the rates defined below:

List Service to be provided	List rate of service per unit (day/hour/month, etc.)
COVID Vaccination Campaign Support	\$XX.XX/ hour

- b. The Agency will reimburse the Contractor for prior-authorized, rendered services only.
- c. No additional compensation will be provided for travel time or travel expenses.
- d. The Contractor will submit billing invoices, with sufficient detail to justify reimbursement from the Agency. All invoices must be received according to the attached schedule. The Agency shall have

## KANABEC COUNTY COMMUNITY HEALTH

### Purchase of Services Contract

the authority to review supporting documentation of services provide, and no payment shall be made without the approval of the Agency.

- g. It is understood and agreed by all parties that the Agency will assume no responsibility or obligation to purchase from the Contractor any minimum amount of services.
- h. Condition of Payment: All services provided by Contractor pursuant to this Contract shall be performed to the satisfaction of the Agency, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for work found by the Agency to be unsatisfactory, or performed in violation of federal, state and local laws, ordinances, rules or regulations.

#### 6. **Contractor Debarment, Suspension, and Responsibility Certification**

The Contractor shall ensure that neither it nor any of its owners, managers, or employees or its Subcontractors or the owners, managers, or employees of the Subcontractors assigned to provide services pursuant to this Contract have been debarred or excluded from Medicaid or any other federally funded health care program under the provisions of the Social Security Act, 42 USC 1320a-7. If the Contractor learns of any such debarment or exclusion, the Contractor shall immediately notify the Agency in writing and immediately take steps to stop the debarred or excluded individual from performing further services under this Contract, unless the Agency otherwise directs the Contractor in writing.

#### 7. **Equal Employment Opportunity, Civil Rights, and Nondiscrimination**

The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973 as amended by Section 504; and all applicable federal and state laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services. Contractor shall not discriminate in employment, facilities and in the rendering of Purchased Services hereunder on the basis of race, color, religion age, sex, disability, marital status, public assistance status, creed or national origin.

#### 8. **Indemnity**

Each Contractor does hereby agree that it will at all times hereafter, during the existence of this Contract, indemnify and hold harmless Agency from any and all liability, loss, damages, costs, or expenses which may be claimed against Agency or Contractor (1) by reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Contract, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise Contracted for by the Contractor or any officer, agent, or employee thereof; or (2) by reason of any service client's causing injury to, or damage to, the property of another person during any time when the Contractor or any officer, agent, or employee thereof has undertaken or is furnishing the care and service called for under this Contract.

#### 9. **Insurance:**

The Contractor agrees that in order to protect itself, as well as Agency and the Minnesota Department of Health, under the indemnity provisions set forth above, it will at all times during the term of this Agreement, keep in force the following insurance protection in the limits specified as marked with an ☒:

- ☐ General Liability with contractual liability coverage in the amount of the County's tort liability limits set forth in Minnesota Statute 466.04. The minimum limits should be
  - 1. \$1.5 million each occurrence
  - 2. \$3 million general aggregate
  - 3. \$3 million products and completed operations aggregate

## KANABEC COUNTY COMMUNITY HEALTH

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- ☐ Contractor shall name Agency as an additional insured.
- ☐ Worker's Compensation in the statutory amount. The minimum limits should be:
  - 4. Bodily injury by accident \$500,000 each incident
  - 5. Bodily injury by disease \$500,000 each employee
  - 6. Bodily injury by disease \$500,000 policy limit
- ☐ Professional Liability (errors and omissions) insurance coverage of
  - 7. \$2,000,000 per wrongful act or occurrence
  - 8. \$4,000,000 annual aggregate
- ☐ Contractor shall name Agency as an additional insured.
- ☐ Contractor will be required to maintain at all times, during the term of this Contract, a fidelity bond or insurance policy covering theft or embezzlement by the organization's officers or employees. The minimum bonded amount must be enough to cover the average amount of money you handle for Social Security beneficiaries each month plus any conserved Social Security or SSI funds you are holding. A copy of the Contractor's bond or insurance certificate shall be delivered to this County at the beginning of this Contract term and on an annual basis thereafter.

An excess or umbrella policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements for each line of coverage.

The Contractor agrees as a condition subsequent to increase the required insurance coverage as the liability limits in section 466.04 increase. Failure to abide by this provision shall be deemed a substantial breach of contract. Nothing in this Agreement shall constitute a waiver by Agency of any statutory limits upon liability.

A Certificate of Insurance naming Kanabec County as certificate holder shall be furnished to Agency prior to commencement of services and shall specify Kanabec County as an additional insured. The Contractor will furnish an original Certificate of Insurance as evidence of required coverage, showing coverage meets liability limits for the independent contractor.

#### 10. **Independent Contractor Status**

It is agreed that nothing contained in the Contract is intended or should be construed as creating the relationship of co-partners, joint ventures, or an association with Kanabec County and the Contractor. The Contractor is an independent contractor and neither it, or its employees, agents, nor representatives shall be considered employees, agents, representatives of Agency. Except as otherwise provided herein, the Contractor shall maintain in all respects its present control over the application and intake procedures and requirements to clients and the means and personnel by which this Contract is performed. From any amounts due the Contractor, there will be no deduction for Federal income tax or FICA payments nor for any State income tax, nor for any other purposes which are associated with an employer/employee relationship unless required by law. Payment of Federal income tax, FICA payments, and State income tax are the responsibility of the Contractor.

#### 11. **Subcontracting**

Upon approval of the Agency, the Contractor may hire employees and/or enter into subcontracts for performance of any of the services contemplated under this contract. All agreements in place with

## KANABEC COUNTY COMMUNITY HEALTH

### Purchase of Services Contract

employees and subcontractors must contain provisions that make all employees and subcontractors subject to all of the requirements of this contract.

12. **Conflict of Interest**

Contractor guarantees that no officer, employee, owner, agent, subcontractor, or assignee shall have any interest in and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with performance of this contract.

13. **Data Privacy**

All data collected, created, received, maintained, or disseminated for any purposes in the course of the Contractor's performance of this Contract is governed by the Minnesota Statute Chapter 13, or any other application State statutes, any State rules adopted to implement the Act, as well as Federal regulations on data privacy. The Contractor agrees to abide strictly by these statutes, rules, and regulations.

14. **Severability**

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

15. **Entire Agreement**

It is understood and agreed that the entire agreement of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any material alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

KANABEC COUNTY COMMUNITY HEALTH  
Purchase of Services Contract

APPROVED AS TO FORM AND EXECUTION

BY \_\_\_\_\_ Date \_\_\_\_\_  
Contracting entity name

Signatures:

BY \_\_\_\_\_ Date \_\_\_\_\_  
Kathy Burski, Director  
Kanabec County Community Health

By Kanabec County Board of Health on xx/xx/xxxx

KANABEC COUNTY COMMUNITY HEALTH  
Purchase of Services Contract

**Kanabec County, Minnesota**  
**BUSINESS ASSOCIATE AGREEMENT**  
**Health Insurance Portability and Accountability Act (HIPAA)**

Whereas, Kanabec County, Minnesota (Covered Entity) and \_\_\_\_\_ Contractor (Business Associate), intend to protect the privacy and provide for the security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide services to or on behalf of Covered Entity, in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the HIPAA Privacy rule (Privacy rule), 45 CFR Parts 160 and 164, and the HIPAA Security Rule (Security Rule), 45 CFR Parts 160, 162 and 164.

**WHEREAS**, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI can be used or disclosed only in accordance with this Agreement and the standards established by HIPAA and the Privacy rule.

**WHEREAS**, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, that is in electronic form, which PHI must be handled in accordance with this Agreement and the standards established by HIPAA and the Security Rule, beginning as soon as practicable but in no event later than the effective date of the Security Rule.

**NOW, THEREFORE**, Covered Entity and Business Associate agree as follows:

**1. Definitions.**

- A. "Business Associate" shall have the meaning given to such term under the Privacy and Security Rules, including but not limited to, 45 CFR §160.103.
- B. "Covered Entity" shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 CFR §160.103.
- C. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- D. "Privacy rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164.
- E. "Protected Health Information" or "PHI" means any information, transmitted or recorded in any form or medium; (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations at 45 CFR Parts 160, 162 and 164, including, but not limited to 45 CFR §164.501.
- F. "Security Rule" shall mean the Security Standards at 45 CFR Parts 160, 162 and 164.
- G. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR Parts 160, 162 and 164.

**2. Stated Purposes For Which Business Associate May Use Or Disclose PHI.** Except as otherwise limited in this Agreement, Business Associate shall be permitted to use or disclose PHI provided by or obtained on behalf of Covered Entity to perform those functions, activities, or services for, or on behalf of, Covered Entity that are specified in the Statement of Work, provided that such use or disclosure would not violate the Privacy rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

**3. Additional Purposes For Which Business Associate May Use Or Disclose Information.** In addition to the Stated Purposes, Business Associate may use or disclose PHI provided by, created or obtained on behalf of Covered Entity for the following additional purpose(s):

- A. **Use Of Information For Management, Administration And Legal Responsibilities.** Business Associate is permitted to use PHI if necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of the Business Associate, except as otherwise limited in this Agreement.
- B. **Disclosure Of Information For Management, Administration And Legal Responsibilities.** Business Associate is permitted to disclose PHI provided by, or created or obtained on behalf of Covered Entity for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, except as otherwise limited in this Agreement, provided:
  - 1. The disclosure is required by law: or
  - 2. The Business Associate obtains reasonable assurances in writing from any third party to whom the information



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### Purchase of Services Contract

is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party, the third party will use appropriate safeguards to prevent other use or disclosure of the information, and the third party agrees to immediately notify the Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached.

C. **Data Aggregation Services.** Business Associate may also be permitted to use or disclose PHI to provide data aggregation services, as that term is defined by 45 CFR §164.501, if specific authorization is received from the Covered Entity.

#### 4. BUSINESS ASSOCIATE OBLIGATIONS:

A. **Limits On Use And Further Disclosure Established By This Agreement Or Required By Law.** Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of Covered Entity shall not be further used or disclosed other than as permitted or required by this Agreement or as required by law.

B. **Appropriate Safeguards.** Beginning as soon as practicable but in no event later than the effective date of the Security Rule, Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity.

C. **Reports Of Improper Use Or Disclosure.** Business Associate hereby agrees that it shall report to the Agency Director within two (2) days of discovery any use or disclosure of PHI not provided for or allowed by this Agreement.

D. **Reports Of Security Incidents.** Beginning as soon as practicable but in no event later than the effective date of the Security Rule, Business Associate shall report to the Agency Director within two (2) days of discovery any security incident of which it becomes aware.

E. **Subcontractors And Agents.** Business Associate hereby agrees that any time PHI is provided or made available to any subcontractors or agents, Business Associate shall provide only the minimum necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Agreement.

F. **Right Of Access To PHI.** Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual's PHI within 10 business days of receiving a written request from the Covered Entity. Business Associate shall provide PHI in the format requested, unless it cannot readily be produced in such format, in which case it shall be provided in standard hard copy. If any individual requests from Business Associate or its agents or subcontractors access to PHI, Business Associate shall notify Covered Entity of same within 5 business days. Business Associate shall further conform with and meet all of the requirements of 45 CFR §164.524.

G. **Amendment And Incorporation Of Amendments.** Within 10 business days of receiving a request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with 45 CFR §164.526. If any individual requests an amendment from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity of same within 10 business days.

H. **Provide Accounting Of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 CFR §164.528. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, the purpose of the disclosure, and shall include disclosures made on or after the date which is 6 years prior to the request or April 14, 2003, whichever is later. Business Associate shall make such record available to the individual or the Covered Entity within 10 business days of a request for an accounting of disclosures.

I. **Access To Books And Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee for purposes of determining compliance with the HIPAA Privacy Regulations.

J. **Return Or Destruction Of PHI.** At termination of this Agreement, Business Associate hereby agrees to return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this Agreement. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this Agreement to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.

K. **Maintenance of PHI.** Notwithstanding Section 12 of this Agreement, Business Associate and its subcontractors or agents shall retain all PHI throughout the term of the Agreement and shall continue to maintain the information required under Section 12 of this Agreement for a period of six (6) years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.

L. **Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this Agreement or the Privacy Rule. 45 CFR §164.530(f). Business Associate further agrees to mitigate

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any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement or the Privacy rule.

**M. Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement or the Privacy rule.

**N. Grounds For Breach.** Any non-compliance by Business Associate with this Agreement or the Privacy or Security Rules will automatically be considered to be a breach of the Agreement, if Business Associate knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.

**O. Termination by Covered Entity.** Business Associate authorizes termination of this Agreement by the Covered Entity if the Covered Entity determines, in its sole discretion, that the Business Associate has violated a material term of this Agreement.

**P. Failure to Perform Obligations.** In the event Business Associate fails to perform its obligations under this Agreement, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this Agreement and applicable law.

#### 5. OBLIGATIONS OF COVERED ENTITY:

**A. Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as changes to such notice.

**B. Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.

**C. Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

#### 6. AGREEMENT SIGNATURES

Covered Entity: **Kanabec County, Minnesota**

Covered Entity Official Authorized Signature:

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

Kathy Burski, Director

Kanabec County Community Health

Business Associate:

Business Associate Official Authorized Signature:

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

**Resolution # KCCH 2/2/2021**  
**Agreement with Public for Vaccination Staffing Resolution**

**WHEREAS**, Kanabec County Community Health may be in need of additional staff to provide assistance with vaccination clinics, and

**WHEREAS**, there are people in the community who are willing and qualified to provide assistance with the vaccination clinics, and

**WHEREAS**, an Agreement has been created and approved by the County Attorney which meets the need for this situation.

**THEREFORE BE IT RESOLVED** the Kanabec County Community Health Board approves the purchase of services contract which has been reviewed by the County Attorney for use to obtain additional staff for vaccination clinics.

## Kanabec County Community Health

905 East Forest Avenue  
Mora, MN 55051  
Phone: 320-679-6330  
Fax: 320-679-6333

Tuesday  
February 2, 2021

To Whom It May Concern:

Minnesota Department of Health (MDH) priorities for Budget Period 3 (BP3), July 1, 2021 – June 30, 2022 of the five-year project period (2019-2024) are:

- 1) Continue COVID-19 response activities,
- 2) Prepare for and demobilize COVID-19 response activities,
- 3) Identify strengths, challenges, and areas for improvement based on COVID-19 response experiences, and
- 4) Develop strategies to move public health emergency preparedness work forward during Budget Periods 4 and 5.

Local health department duties for BP3 again will include recurring, base, and funding level-based elective duties. The recurring and base grant-related activities will be completed by all CHBs. CHBs at the X, Y, and Z funding levels will select from a list of elective duties to meet jurisdictional priorities and threats.

The duties were developed based upon a review of local and tribal health department hotwash reports submitted to MDH in September, input from MDH subject matter experts and public health preparedness consultants, and requirements from Centers for Disease Control and Prevention (CDC). The SCHSAC PHEP Oversight Work Group will review the duties before they are finalized.

The Recurring duties are the activities that occur every year, such as reports, work plans, integrated preparedness plan (IPP, formerly called the multi-year exercise and training plans (MYTEP), updating contact information, attending MDH-sponsored preparedness trainings, and HAN-related work.

The Base and Elective duties will largely focus on demobilizing, transitioning from response to regular work, and capturing lessons learned from the COVID-19 response. Duties may be adjusted based on increased demand for COVID-19 response activities.

I certify that my community health board concurs with the general approach to public health emergency preparedness as outlined by MDH.

Kathy Burski, Director  
Kanabec County Community Health

## **Resolution # KCCH 2/2/2021**

### **Public Health Emergency Preparedness Concurrence Resolution**

**WHEREAS**, the Minnesota Department of Health (MDH) Public Health Emergency Preparedness third budget period of the five year project period (2021-2022 Budget Period 3) will focus on continuing COVID-19 response activities, preparing for and demobilizing COVID 19 response activities, identifying strengths, challenges, and areas of improvement based on COVID-19 response experiences, and developing strategies to move public health emergency preparedness work forward during Budget Periods 4 and 5, and

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

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

**THEREFORE BE IT RESOLVED** the Kanabec County Community Health Board approves Minnesota Department of Health's approach to Public Health Emergency Preparedness for the 2021-22 budget period.

Sheila  
1/27/21 1:02PM

\*\*\*\* Kanabec County \*\*\*\*



Page 1

As of Date: 11/2020

TRIAL BALANCE REPORT

Report Basis: 2 1 - Cash  
2 - Modified Accrual  
3 - Full Accrual

Save Report: N

Comment:

FUND Range From 15 Thru 15

\*\*\*\* Kanabec County \*\*\*\*



Sheila  
1/27/21 1:02PM

TRIAL BALANCE REPORT  
As of 11/2020

Report Basis: Modified Accrual

Page 2

15 Community Health Fund

<u>Account</u>	<u>Beginning Balance</u>	<u>Actual This-Month</u>	<u>Actual Year-To-Date</u>	<u>Current Balance</u>
-----Assets-----				
1001 Cash	457,860.13	37,403.74	125,778.14	583,638.27
1003 Audit Adjustments To Cash	4,697.57	0.00	4,697.57-	0.00
1110 Taxes Receivable - Prior & Delinquent	11,551.96	0.00	11,551.96-	0.00
1201 Accounts Receivable (Acc)	152,250.88	0.00	152,250.88-	0.00
1261 Due From Other Funds (Acc)	13,365.21	0.00	13,365.21-	0.00
1281 Due From Other Governments (Acc)	271,211.24	0.00	271,211.24-	0.00
Total Assets	910,936.99	37,403.74	327,298.72-	583,638.27
---Liabilities and Balance-----				
Liabilities				
2020 Accounts Payable	523.17 -	0.00	0.00	523.17 -
2021 Accounts Payable (Acc)	20,986.95 -	0.00	20,986.95	0.00
2030 Salaries Payable	126,275.60 -	0.00	126,275.60	0.00
2091 Due To Other Funds (Acc)	7,118.91 -	0.00	7,118.91	0.00
2100 Due To Other Governments	8,725.14 -	0.00	8,725.14	0.00
2101 Due To Other Governments (Acc)	18,395.46 -	0.00	18,395.46	0.00
2230 Deferred Inflows	11,551.96 -	0.00	11,551.96	0.00
Total Liabilities	193,577.19 -	0.00	193,054.02	523.17 -
Fund Balance				
2881 Assigned Fund Balance	717,360.03 -	0.00	0.00	717,360.03 -
2910 Revenue Control	0.00	269,561.70 -	2,381,229.19 -	2,381,229.19 -
2925 Expenditure Control	0.00	232,157.96	2,515,473.89	2,515,473.89
Total Fund Balance	717,360.03 -	37,403.74 -	134,244.70	583,115.33 -
Total Liabilities and Balance	910,937.22 -	37,403.74 -	327,298.72	583,638.50 -
488 Kanabec Pine Community Health (fka 59)				
-----Assets-----				
1001 Cash	0.11 -	0.00	0.00	0.11 -
Total Assets	0.11 -	0.00	0.00	0.11 -
---Liabilities and Balance-----				
Liabilities				
2030 Salaries Payable	0.10	0.00	0.00	0.10
2030 Salaries Payable	0.24	0.00	0.00	0.24
Total Liabilities	0.34	0.00	0.00	0.34
Total Liabilities and Balance	0.34	0.00	0.00	0.34

Sheila  
1/27/21 1:02PM  
15 Community Health Fund

\*\*\*\* Kanabec County \*\*\*\*



TRIAL BALANCE REPORT  
As of 11/2020

Report Basis: Modified Accrual

<u>Account</u>	<u>Beginning Balance</u>	<u>Actual This-Month</u>	<u>Actual Year-To-Date</u>	<u>Current Balance</u>
15 Community Health Fund	0.00	0.00	0.00	0.00



**Kanabec County Community Health - Board Financial Report**  
15-484

Through November 2020

Department	Budget	Total year to date/ % of budget	Total	8.33% January	16.67% February	25.00% March	33.33% April	41.67% May	50.00% June	58.33% July	66.67% August	75.00% September
Pilt-Housing Authority												
Rev	0		92.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92.32	0.00
Exp	0		8,109.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cares Act COVID-19 Grant												
Rev	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Exp	0		14,535.86	0.00	0.00	0.00	0.00	0.00	0.00	26,450.14	0.00	0.00
Local Public Health Infrastructure												
Rev	410,257.00	89.73%	368,108.21	4,722.57	85.07	32,937.93	3,800.00	0.00	165,252.20	34,701.97	2,471.73	4,512.53
Exp	372,769.00	80.66%	300,684.11	64,018.82	40,933.14	26,164.56	17,401.60	13,788.09	18,599.70	28,720.94	28,785.75	18,041.74
Prevent Infectious Disease												
Rev	23,750.00	76.57%	18,185.09	589.25	776.11	307.04	148.92	11,272.02	0.00	50.00	515.30	3,141.32
Exp	29,730.00	115.79%	34,424.63	1,564.91	1,746.77	2,884.72	1,171.94	1,892.67	1,552.41	1,764.89	2,665.55	7,279.40
Environmental Health												
Rev	25.00	24.00%	6.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	3.00
Exp	4,636.00	17.44%	808.49	0.00	24.53	15.90	71.54	0.00	220.23	345.32	120.75	10.22
Healthy Communities-Adult Health												
Rev	290,166.00	95.66%	277,577.41	26,838.64	15,984.46	54,786.63	30,898.73	15,046.80	13,723.70	25,437.20	41,712.02	24,861.60
Exp	279,446.00	76.71%	214,371.35	25,538.66	23,199.25	22,512.64	14,273.58	28,722.70	18,238.94	21,134.57	15,507.51	16,183.52
Healthy Communities-Health Improvement												
Rev	502,296.00	98.80%	496,245.83	90,599.09	20,368.58	149.21	125,074.54	45,808.92	4,759.64	77,254.74	35,163.01	49,162.34
Exp	487,991.00	79.23%	386,634.40	34,377.47	36,839.45	37,189.50	38,770.61	33,690.24	26,359.63	52,057.23	30,937.92	33,371.70
Healthy Communities-Family Health												
Rev	938,192.00	77.96%	731,439.17	95,400.23	49,895.05	105,221.81	65,361.00	51,553.56	77,843.75	88,496.37	35,963.43	95,941.24
Exp	795,439.00	72.88%	579,725.07	73,994.77	53,074.98	53,948.94	47,061.31	47,243.65	65,419.90	64,698.26	44,876.98	40,345.39
Emergency Preparedness												
Rev	30,734.00	333.01%	102,347.39	670.76	6,678.87	75,000.00	0.00	8,877.87	0.00	0.00	11,119.89	0.00
Exp	28,258.00	253.42%	71,611.62	3,230.34	2,508.95	4,757.48	14,570.28	13,943.83	14,008.60	-11,194.60	8,226.33	7,303.70
Assure Access-Case Management												
Rev	372,900.00	98.94%	368,954.98	26,896.20	65,152.83	16,250.51	10,003.78	23,893.42	32,366.94	46,808.90	33,724.24	28,710.16
Exp	376,002.00	79.85%	300,244.34	29,268.68	26,231.40	27,359.19	26,111.60	26,025.48	26,188.70	35,497.33	26,708.87	25,421.53
Assure Access-Home Care												
Rev	604,000.00	75.70%	457,204.32	46,584.52	44,750.98	48,790.41	41,591.31	33,207.17	42,805.38	40,577.21	33,962.53	49,964.33
Exp	798,049.00	97.82%	780,654.85	81,662.32	66,670.03	71,009.72	66,988.24	66,902.98	69,741.99	93,816.59	70,053.33	71,422.94
Agency Totals												
Rev	3,172,320.00	88.90%	2,820,160.72	292,301.26	203,691.95	333,446.54	276,878.28	189,659.76	336,751.61	313,326.39	194,724.47	256,296.52
Exp	3,172,320.00	84.85%	2,691,803.72	313,655.97	251,228.50	245,842.65	226,420.70	232,209.64	240,330.10	313,290.67	227,882.99	219,380.14

amount has changed

83.33%	91.67%	100.00%
October	November	December

**outstanding payments/payments not yet posted**

		Hep A grant	228.41	
0.00	0.00	VSO	2,411.50	
8,109.00	0.00	CTC		
		DFC		
0.00	0.00	FAP		
-26,372.17	14,457.89	LCTS	12,000.00	
		LPHG		
2,938.83	116,685.38	MCH		
22,136.63	22,093.14	MIECHV		
		PHEP	407.40	
441.64	943.49	RPC		
4,844.78	7,056.59	SHIP	19,348.88	
		TANF		
0.00	0.00	WIC		
0.00	0.00	MIIC		
		CMCOA		
9,378.94	18,908.69	MN Choice	3,125.00	
14,673.15	14,386.83	Admin asst	3,783.35	
		mental hlth	11,309.62	
7,367.00	40,538.76	Suicide Prev	4,311.36	
28,762.26	34,278.39	MHIG		
		Home care	56,217.30	estimate only see note below
32,580.19	33,182.54			
38,968.99	50,091.90		113,142.82	
		SCHA Connector - We get reimbursed twice a year. Not included above.		
0.00	0.00			
7,526.77	6,729.94			
58,336.89	26,811.11	Home Care-This is the billed amount and we are paid a percentage of that and that percentage varies by paysource. Also, VA may pay up to two years after the date of service.		
25,878.29	25,553.27			
42,478.75	32,491.73			
64,876.70	57,510.01			
<hr/>				
153,522.24	269,561.70	0.00		
189,404.40	232,157.96	0.00		
<hr/>				

## Board Meeting 02/02/21

### Abstract Totals for Commissioner Vouchers

<b>Board Meeting 02/02/21</b>	<b>Amount</b>	<b>Vendors</b>	<b>Transactions</b>
Abstract #1	51,637.46	31	81
Abstract #2			
<b>Totals</b>	<b>51,637.46</b>	<b>31</b>	<b>81</b>

### Abstract Totals for Auditor Vouchers

<b>Board Meeting 02/02/21</b>	<b>Amount</b>	<b>Vendors</b>	<b>Transactions</b>
Abstract #1			
Abstract #2			
Abstract #3			
Abstract #4			
Abstract #5			
<b>Totals</b>			

Sheila  
1/28/21 11:05AM

\*\*\*\* Kanabec County \*\*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 1

Print List in Order By: 1  
1 - Fund (Page Break by Fund)  
2 - Department (Totals by Dept)  
3 - Vendor Number  
4 - Vendor Name

Explode Dist. Formulas Y

Paid on Behalf Of Name  
on Audit List?: N

Type of Audit List: D  
D - Detailed Audit List  
S - Condensed Audit List

Save Report Options?: N

Sheila  
1/28/21 11:05AM  
15 Community Health Fund

\*\*\*\* Kanabec County \*\*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIE

Page 2

	Vendor	Name		Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
	No.	Account/Formula	Accr		Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
29	434	Ability Network Inc							
		15-484-487-8453-6211			213.91	January billing svc/elig	21M-0007132	Services & Charges	N
28		15-484-493-8452-6211			178.26	January billing svc/elig	21M-0007132	Services & Charges	N
27		15-484-496-8447-6211			256.05	January billing svc/elig	21M-0007132	Services & Charges	N
	434	Ability Network Inc			648.22	3 Transactions			
2	104	Ace Hardware							
		15-484-490-8489-6411			27.33	divider supplies vacc clinics	277233	Progam Supplies	N
3		15-484-490-8489-6411			262.94	divider supplies vacc clinics	277330	Progam Supplies	N
1		15-484-496-8447-6411			14.99	AAA betteries	277409	Supplies	N
4		15-484-490-8489-6411			13.18	PVC Ts/bungee cords	277515	Progam Supplies	N
	104	Ace Hardware			318.44	4 Transactions			
34	185	Bergstadt/Jennifer							
		15-484-496-8449-6331			173.60	January HHA mileage		Mileage & Meals	N
35		15-484-496-8449-6331	P		115.58	December HHA mileage		Mileage & Meals	N
	185	Bergstadt/Jennifer			289.18	2 Transactions			
36	1396	Biever/Laurie							
		15-484-496-8449-6331			233.52	January HHA mileage		Mileage & Meals	N
37		15-484-496-8449-6331	P		101.78	December HHA mileage		Mileage & Meals	N
	1396	Biever/Laurie			335.30	2 Transactions			
72	877	BlueStar Graphics							
		15-484-490-8489-6411			90.00	6 posters for vacc clinic	1951	Progam Supplies	N
	877	BlueStar Graphics			90.00	1 Transactions			
38	1275	Bromwich/Amanda							
		15-484-496-8449-6331			141.68	January HHA mileage		Mileage & Meals	N
39		15-484-496-8449-6331	P		98.33	December HHA mileage		Mileage & Meals	N
	1275	Bromwich/Amanda			240.01	2 Transactions			
80	3094	Burski/Kathy							
		15-484-490-8489-6411			59.10	supplies for vacc clinics		Progam Supplies	N
	3094	Burski/Kathy			59.10	1 Transactions			
81	981	Champ Software							
		15-484-450-0000-6341			20,427.00	14 licenseses	5481	Rental & Service Contracts Copier	N
	981	Champ Software			20,427.00	1 Transactions			

Sheila  
1/28/21 11:05AM  
15 Community Health Fund

\*\*\*\* Kanabec County \*\*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIE

Page 3

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
32	1388 Elfstrum/Brenda		106.96	January HHA mileage	Mileage & Meals	N
40	15-484-496-8449-6331	P	54.63	December HHA mileage	Mileage & Meals	N
	1388 Elfstrum/Brenda		161.59	2 Transactions		
73	3646 Felland/Becky	P	33.35	December home care mileage	Mileage & Meals	N
74	15-484-496-8447-6331		117.60	January home care mileage	Mileage & Meals	N
	3646 Felland/Becky		150.95	2 Transactions		
24	4184 Health Dimension Rehabilitation Inc	P	8,865.10	Dec PT services	Services & Charges	N
25	15-484-496-8447-6211	P	1,302.25	Dec OT services	Services & Charges	N
26	15-484-496-8447-6211	P	26.51 -	attempted visit credit	Services & Charges	N
	4184 Health Dimension Rehabilitation Inc		10,140.84	3 Transactions		
23	324 Healthcare First		104.74	Jan 2021 HHCAHPS fee	INV 5173207	N
	324 Healthcare First		104.74	1 Transactions		
30	234 Holland/Jeff	P	277.73	Nov/Dec home care mileage	Mileage & Meals	N
33	15-484-496-8447-6331		59.92	January home care mileage	Mileage & Meals	N
	234 Holland/Jeff		337.65	2 Transactions		
21	12990 Innovative Office Solutions		352.50	admin office supplies	3224349	N
22	15-484-450-0000-6412		80.03	address labels vacc clinics	3243230	N
	12990 Innovative Office Solutions		432.53	2 Transactions		
20	386 ITsavvy LLC		73.62	HP PB455G3 notebook battery	01238036	N
	386 ITsavvy LLC		73.62	1 Transactions		
55	322 Kanabec County	P	75.20	4th qtr 2020 postage	PH032	N
61	15-484-450-0000-6205	P	1.20	4th qtr 2020 postage	PH032	N
58	15-484-469-8440-6205	P	50.10	4th qtr 2020 postage	PH032	N
54	15-484-481-8481-6205	P	1.95	4th qtr 2020 postage	PH032	N
59	15-484-485-8468-6205	P	42.50	4th qtr 2020 postage	PH032	N
	15-484-487-8451-6205	P				

Sheila  
1/28/21 11:05AM  
15 Community Health Fund

\*\*\*\* Kanabec County \*\*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIE

Page 4

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
64	15-484-487-8453-6205	P	1.30	4th qtr 2020 postage	PH032	Postage	N
56	15-484-487-8456-6205	P	102.65	4th qtr 2020 postage	PH032	Postage	N
57	15-484-487-8457-6205	P	53.10	4th qtr 2020 postage	PH032	Postage	N
60	15-484-487-8461-6205	P	133.50	4th qtr 2020 postage	PH032	Postage	N
63	15-484-493-8452-6205	P	133.55	4th qtr 2020 postage	PH032	Postage	N
62	15-484-496-8447-6205	P	3.10	4th qtr 2020 postage	PH032	Postage	N
322	Kanabec County		598.15	11 Transactions			
71	377 Marco Inc						
	15-484-450-0000-6341		787.11	Sharp MX5070v copier agmt		Rental & Service Contracts Copier	N
377	Marco Inc		787.11	1 Transactions			
68	14361 Marco Technologies LLC.						
	15-484-487-8453-6341		129.95	CN130312-07 copier agmt	8267935	Rental & Service Contracts	N
				12/01/2020 11/30/2021			
67	15-484-487-8456-6341		114.95	CN130312-07 copier agmt	8267935	Rental & Service Contracts	N
				12/01/2020 11/30/2021			
66	15-484-487-8457-6341		29.99	CN130312-07 copier agmt	8267935	Rental & Service Contracts	N
				12/01/2020 11/30/2021			
65	15-484-487-8461-6341		224.91	CN130312-07 copier agmt	8267935	Rental & Service Contracts	N
				12/01/2020 11/30/2021			
14361	Marco Technologies LLC.		499.80	4 Transactions			
19	1143 McKesson Medical-Surgical Govt Solution	P	83.39	PHNC supplies	17091342/17096	Medical Supplies	N
18	15-484-496-8447-6432	P	214.56	home care supplies	17123587/17078	Medical Supplies	N
53	15-484-481-8481-6432		17.16	PHNC supplies	17333872	Medical Supplies	N
13	15-484-490-8489-6432		270.22	covid-19 supplies	17546091/17612	Medical Supplies	N
11	15-484-496-8447-6432		291.47	home care supplies	17614751/17647	Medical Supplies	N
12	15-484-481-8481-6432		57.60	PHNC supplies	17647849	Medical Supplies	N
1143	McKesson Medical-Surgical Govt Solution		934.40	6 Transactions			
14	198 Mille Lacs Co. Community & Veterans Ser	P	1,588.40	Dec hlthy eat/active living		Grant Admin- Pass thru	N
15	15-484-485-8468-6880	P	334.24	Dec tobacco strategy		Grant Admin- Pass thru	N
16	15-484-485-8468-6880	P	1,671.96	Dec well-being strategy		Grant Admin- Pass thru	N
198	Mille Lacs Co. Community & Veterans Ser		3,594.60	3 Transactions			
41	1353 Nelson/Darla	P	175.95	December HHA mileage		Mileage & Meals	N
	15-484-496-8449-6331						

Sheila  
1/28/21 11:05AM  
15 Community Health Fund

\*\*\*\* Kanabec County \*\*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIE

Page 5

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
42	15-484-496-8449-6331		340.48	January HHA mileage		Mileage & Meals	N
1353	Nelson/Darla		516.43	2 Transactions			
927	Neumen/Cami						
69	15-484-496-8447-6331	P	115.58	December home care mileage		Mileage & Meals	N
70	15-484-496-8447-6331		199.36	January home care mileage		Mileage & Meals	N
927	Neumen/Cami		314.94	2 Transactions			
52	Olson/Autumn						
76	15-484-487-8450-6331	P	2.30	Nov-Dec TANF mileage		Mileage & Meals	N
77	15-484-487-8451-6331	P	4.60	December HP mileage		Mileage & Meals	N
75	15-484-487-8453-6331		72.80	January MIECHV mileage		Mileage & Meals	N
78	15-484-487-8453-6331	P	33.35	Nov-Dec MIECHV mileage		Mileage & Meals	N
79	15-484-493-8452-6331	P	9.20	December CM mileage		Mileage & Meals	N
52	Olson/Autumn		122.25	5 Transactions			
632	Pine County Health & Human Services						
6	15-484-485-8468-6880	P	4,671.79	Dec Hlthy eat/active living		Grant Admin- Pass thru	N
7	15-484-485-8468-6880	P	787.28	Dec tobacco strategy		Grant Admin- Pass thru	N
8	15-484-485-8468-6880	P	616.66	Dec well being strategy		Grant Admin- Pass thru	N
632	Pine County Health & Human Services		6,075.73	3 Transactions			
479	Ring/Elsa						
45	15-484-469-8440-6331	P	18.40	Oct-Dec DP&C mileage		Mileage & Meals	N
44	15-484-487-8450-6331	P	47.73	Oct-Dec TANF mileage		Mileage & Meals	N
43	15-484-487-8453-6331	P	110.40	Sep-Nov MIECHV mileage		Mileage & Meals	N
479	Ring/Elsa		176.53	3 Transactions			
1030	Ringler/Jennie						
31	15-484-496-8449-6331		81.20	January HHA mileage		Mileage & Meals	N
46	15-484-496-8449-6331	P	44.85	December HHA mileage		Mileage & Meals	N
1030	Ringler/Jennie		126.05	2 Transactions			
16326	Sarkisyan/Amber						
47	15-484-496-8449-6331	P	93.73	December HHA mileage		Mileage & Meals	N
48	15-484-496-8449-6331		169.12	January HHA mileage		Mileage & Meals	N
16326	Sarkisyan/Amber		262.85	2 Transactions			
167	Telander/Sarah						
51	15-484-450-0000-6331	P	54.05	4th qtr 2020 admin mileage		Mileage & Meals	N



Sheila  
1/28/21 11:05AM  
15 Community Health Fund

\*\*\*\* Kanabec County \*\*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIE

Page 6

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
52	15-484-450-0000-6331		14.56	January admin mileage		Mileage & Meals N
167	Telander/Sarah		68.61	2 Transactions		
49	1268 Tomczak/Kristi		124.44	January HHA mileage		Mileage & Meals N
50	15-484-496-8449-6331	P	116.15	December HHA mileage		Mileage & Meals N
1268	Tomczak/Kristi		240.59	2 Transactions		
17	1214 Waschenbecker/Diana		20.40	cell phone charging puck		Supplies N
1214	Waschenbecker/Diana		20.40	1 Transactions		
5	12306 WELIA HEALTH	P	69.80	VA reimburse pd to KCCH		Medicare Pass Thru N
9	15-484-496-8447-6880	P	1,482.72	mc takeback Allery		Medicare Pass Thru N
10	15-484-496-8447-6880	P	1,937.33	mc takeback Allison/Halpaus		Medicare Pass Thru N
12306	WELIA HEALTH		3,489.85	3 Transactions		
15 Fund Total:			51,637.46	Community Health Fund	31 Vendors	81 Transactions
Final Total:			51,637.46	31 Vendors	81 Transactions	

Sheila  
1/28/21 11:05AM

\*\*\*\* Kanabec County \*\*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIE

Page 7

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	15	51,637.46	Community Health Fund	
	All Funds	51,637.46	Total	Approved by, .....
				.....
				.....

# 9:30am Appointment

February 2, 2021

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Succession Planning/Proposed New Position	<b>b. Origination:</b> Sheriff's Office & Information Systems
<b>c. Estimated time:</b> 15 minutes	<b>d. Presenter(s):</b> I.S. Director Lisa Blowers & Sheriff Brian Smith

**e. Board action requested:**

Consider the request of the Information Systems Director and the Sheriff to create a new position that would be focused on law enforcement technology (hardware, software, systems, reports, training, etc.) and additional County-wide I.S. support.

---

**f. Background:**

In succession planning to replace an upcoming retirement in Dispatch/Emergency Management, it has been determined that the duties and responsibilities of the position have expanded to a point that consideration for adding another full-time position is necessary.

This addition would allow the current position to focus on supervisory duties, dispatch training and coverage, as well as emergency management duties. The technology duties would be assigned to the new position and be expanded to meet growing law enforcement and county-wide needs.

Pine, Cook, and Mille Lacs Counties are also considering adding a similar position.

Supporting Documents: None ☒ Attached:

**Date received in County Coordinators Office:**

**Coordinators Comments:**

If the Board approves continued development of this new position, a time study would be conducted to determine the time split between law enforcement and general I.S. support. A job description and position analysis would be developed and scored.

# 9:45am Appointment

February 2, 2021

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Ratification of Tax & CAMA Support contracts	<b>b. Originating Department/Organization/Person</b> Karen McClellan
<b>c. Estimated time:</b> 10 minutes or less	<b>d. Presenter(s):</b> Karen McClellan and/or Tina Von Eschen

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

**Whereas** Kanabec County is currently using the Avenu PropertyTax System (PTS) and Avenu cama system (CAMAUSA); and

**Whereas** Kanabec Counties is in process of moving to MCIS for our Tax and CAMA needs; and

**Whereas** the process to move completely will take approximately two years once we have conversion software; and

**Whereas** the current support contract for Avenu PTS and Avenu CAMAUSA ended on December 31, 2020; and

**Whereas** we will continue to need the Avenu PTS and Avenu CAMAUSA systems until most likely during 2023;

**Be it resolved**, that the County Board approves signing the Ratification Statements for both the Avenu PTS and Avenu CAMAUSA Maintenance and Support Agreement Amendments providing an extension for Tax and CAMA from January 1, 2021 through December 31, 2023.

**f. Background:** We had signed Amendment 6 back in September of 2019, agreeing to do the same as above. However, Avenu never signed the contracts. MnCCC has negotiated and received authorization from Avenu to offer the extension as now presented as Amendment 7. (copies of Amendment 7 for both Tax and CAMA are attached). MnCCC has voted as a coop to accept Amendment 7 for both Tax and CAMA. We as a county and member of MnCCC need to ratify that we are choosing to be a part of Amendment 7. We are continuing to move forward toward switching to MCIS, but it is a two year process once we have the conversion software. Karen has been working with Avenu and other counties on beta testing the Tax conversion software and we are fairly confident on that being released this spring. CAMA is not as close. This does mean we will be paying support for both systems for the three years we are in process, but we are paying reduced at MCIS for now.

Supporting Documents: Quote Attached: ☒

**Date received in County Coordinators Office:**

**Coordinators Comments:**

TO: Avenu Tax and CAMA Counties

FROM: Lisa Meredith, MnCCC Executive Director  
[lisa@mnccc.org](mailto:lisa@mnccc.org), 651-401-4201

DATE: January 14, 2021

RE: Avenu Tax and CAMA Support Contract Extensions

The Tax and CAMA User Groups, as well as the MnCCC Board, have met and approved the attached contract amendments to extend support for both Tax and CAMA through December 31, 2023. Board Ratifications are attached for each system. As the user groups have approved, counties are not required to participate for the full term of the contract extension, however they are required to meet the notification requirements and pay the approved early departure fees as set by the user groups.

Notification of cancellation shall be provided no less than 12 month prior and no later than May 15<sup>th</sup> of the prior calendar year. Notification must be provided to MnCCC and Avenu.

Early departure fees are a discounted maintenance and support rate set to cover any costs incurred for providing support for less than the minimum number of counties. The approved early departure fees for counties are \$29,325 per year for Tax and \$9200 per year for CAMA.

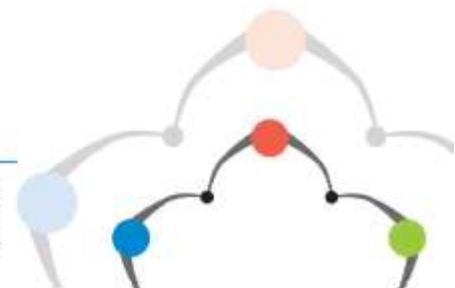
Please have Board Ratifications signed and returned to MnCCC no later than February 17<sup>th</sup>, 2021. Signed board ratifications should be returned to [emily@mnccc.org](mailto:emily@mnccc.org) and [lisa@mnccc.org](mailto:lisa@mnccc.org). And, please note that early departure notification for 2022 will be due on May 15, 2021.

More information on the new Tax and CAMA system contracts and implementation will be coming soon.

If you have any questions or need additional information, please contact me.

Thank you.

Attachments: Tax and CAMA Amendment 7 documents, Board Ratifications for both Tax and CAMA



**AMENDMENT NO. 7  
TO  
MAINTENANCE AND SUPPORT AGREEMENT - CAMA**

This Amendment No. 7 to Maintenance and Support Agreement (this "Amendment") is made and entered into by and between the Minnesota Counties Computer Cooperative ("MCCC") and Conduent State and Local Solutions, Inc. ("Conduent") successor in interest to Conduent State & Local Solutions, Inc., referred to individually as "Party" or collectively as "Parties." In consideration of the mutual obligations set forth herein, the Parties mutually agree to amend the Agreement as follows:

1. This Amendment shall be effective on June \_\_, 2020 (the "Amendment Effective Date").
2. Article 2, Term of Agreement, is deleted in its entirety and replaced with the following:

The term of this Agreement shall commence on June \_\_, 2020 (the "Effective Date"), and will continue through December 31, 2023. This Agreement can be extended for additional years based on mutually agreed to pricing terms negotiated by the Parties.

3. As of the Amendment Effective Date, Article 3, Maintenance and Support Services to be Provided by ACS is deleted in its entirety and replaced with the following:

Beginning on June \_\_, 2020, and continuing through the term of this Agreement, Conduent will furnish MCCC and the members of the CamaUSA User Group with the services set forth in Exhibit A - Statement of Work, attached hereto and made part hereof.

Withdrawal of Counties shall be addressed as follows: It is the intent of the parties that all of the Initial Participating Counties ("IPC's") will continue to receive maintenance and support hereunder for the three year term at the per County rates set forth in Table 1. There are twenty-six (26) initial Participating Counties IPCs under this Agreement. The parties acknowledge and agree that ~~nineteen~~ fourteen (14) Counties is the "Minimum Participating Threshold" ("MPT") under this Agreement. To the extent the total number of participating Counties falls below the IPC but remains at or above the MPT, the quarterly rate will be adjusted on a per county basis for which the price will be subject to a pro rata reduction for each withdrawn county down to the MPT. If the total number of participating Counties falls below the MPT, the total price paid by MCCC shall remain equal to the MPT price. For the avoidance of doubt, the parties acknowledge and agree that under no circumstances will the per county rate comprising the total price paid by MCCC drop below the MPT. The price to MCCC upon the withdrawal, termination or removal, of any County or Counties between the IPC and MPT shall be adjusted per Table 1. The withdrawal, termination, or removal of an MCCC member County covered by this Agreement shall be confirmed in writing and shall not be a basis for reduction or modification of the total three-year price payable by MCCC.

MCCC acknowledges and agrees that each member of the Conduent CamaUSA User Group who ratifies this Agreement will be bound by the general terms and conditions specified herein, including but not limited to the service provision terms contained in Exhibit A.

4. As of the Amendment Effective Date, in Exhibit B of the Agreement, Applicable Charges, the section titled "CamaUSA Support" is deleted in its entirety and replaced with the following:

**CamaUSA Support**

For Scott and Chisago Counties MCCC shall pay Conduent the quarterly maintenance & support fees set forth below:

Table 1

<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
quarterly price	quarterly price	quarterly price	quarterly price
per county (Scott & Chisago)	per county (Scott)	per county (Scott)	per county (Scott)
<b>\$3,594</b>	<b>\$3,702</b>	<b>\$3,813</b>	<b>\$3,927</b>

For the MCCC member counties who are members of the Conduent CamaUSA User Group (which consists of the following counties: Beltrami, Benton, Brown, Faribault, Fillmore, Hubbard, Isanti, Jackson, Kanabec, Kittson, LeSueur, Martin, McLeod, Morrison, Otter Tail, Pennington, Pine, Sibley, Stearns, Wabasha, Waseca, Watonwan, Winona and Wright Counties), MCCC shall pay Conduent the quarterly maintenance & support fees set forth below.

Table 2

<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
quarterly price	quarterly price	quarterly price	quarterly price
per county	per county	per county	per county
<b>\$3,090</b>	<b>\$3,214</b>	<b>\$3,310</b>	<b>\$3,409</b>

5. Notification of cancellation should be provided 12 months in advance per the original contract and should be done prior to May 15 of each year.
6. Avenu will continue to maintain a support staff to support this product and customers.
7. All terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

#### Optional Services

**Clearview Valuation Analytics (CVA)** enables Assessors and Appraisal teams with instant insight to your property values and sales. This GIS-based analytics toolset is configurable with any Computer Assisted Mass Appraisal (CAMA) system and provides tools that will increase your decision-making efficiency.

Upon written request Avenu will provide MnCCC customers under current maintenance for CamaUSA entry into the Avenu Early Adopter program for our Clearview Valuation Analytics solution which will extend Sales Ratio, Comparative Sales and other modules to the users at no additional cost.

**Clearview Valuation Manager (CVM):** With this solution you can manage your Computer-Assisted Mass Appraisal (CAMA) workflows and choose from multiple appraisal methods, such as cost, income, and comparable sales, and enjoy seamless integration with tools like geographic information systems (GIS), aerial photography, and more. Our full-featured valuation module enables your team to easily manage and value properties across your jurisdiction using various approaches. You can automate work processes with an embedded GIS module that integrates directly with any 3rd party tax, billing, or permit software.

Upon written request, Avenu will provide MnCCC pricing for upgrade path to our modern CAMA solution as part of this support and maintenance agreement. Our CVM (CAMA) may be purchased separately or as a fully integrated bundle with our Property Tax solutions. Our proposed pricing includes implementation and support services required for each of the solutions including project management, data conversion, and training.

<b>Size</b>	<b>CVM</b>
	<b>Quarterly Payment</b>
Small	\$5,590
Medium	\$7,090
Large	\$8,590



IN WITNESS WHEREOF, the undersigned authorized representatives of MCCC and Conduent have executed this Amendment.

MINNESOTA COUNTIES COMPUTER  
COOPERATIVE

CONDUENT STATE & LOCAL  
SOLUTIONS, INC.



JASON MCCASLEN  
CAMA CHAIR



JASON MCCASLEN  
MCCC BOARD CHAIR



Lisa C. Meredith  
MnCCC Executive Director

12/29/2020



### RATIFICATION STATEMENT

The Board of Commissioners of \_\_\_\_\_ County has ratified the CamaUSA Maintenance and Support Agreement Amendment between Minnesota Counties Computer Cooperative (MnCCC) and Avenu providing an extension for support for CamaUSA January 1, 2021 through December 31, 2023.

This Agreement will be effective January 1, 2021 through December 31, 2023. Ratification of this agreement commits this County to meet the agreed upon terms set by both the amendment and the user group regarding notification for early departure as well as early departure fees set and approved by the MnCCC CAMA User Group.

Signed: \_\_\_\_\_  
County Board Chair

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

Attest: \_\_\_\_\_

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

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

*Please return signed statement to MnCCC no later than February 17, 2021. Thank you!*



**AMENDMENT NO. 7  
TO  
MAINTENANCE AND SUPPORT AGREEMENT – PROPERTY TAX**

This Amendment No. 7 to Maintenance and Support Agreement (this "Amendment") is made and entered into by and between the Minnesota Counties Computer Cooperative ("MCCC") and Conduent State and Local Solutions, Inc. ("Conduent") successor in interest to Conduent State & Local Solutions, Inc., referred to individually as "Party" or collectively as "Parties." In consideration of the mutual obligations set forth herein, the Parties mutually agree to amend the Agreement as follows:

1. This Amendment shall be effective on June \_\_, 2020 (the "Amendment Effective Date").
2. Article 2, Term of Agreement, is deleted in its entirety and replaced with the following:

The term of this Agreement shall commence on June \_\_, 2020 (the "Effective Date"), and will continue through December 31, 2023. This Agreement can be extended for additional years based on mutually agreed to pricing terms negotiated by the Parties.

3. As of the Amendment Effective Date, Article 3, Maintenance and Support Services to be Provided by ACS is deleted in its entirety and replaced with the following:

Beginning on June \_\_, 2020, and continuing through the term of this Agreement, Conduent will furnish MCCC and the members of the Conduent Property Tax User Group with the services set forth in Exhibit A - Statement of Work, attached hereto and made part hereof.

Withdrawal of Counties shall be addressed as follows: It is the intent of the parties that all of the Initial Participating Counties ("IPC's") will continue to receive maintenance and support hereunder for the three-year term at the per County rates set forth in Table 1. There are twenty-five (25) IPCs under this Agreement. The parties acknowledge and agree that nineteen (19) Counties is the "Minimum Participating Threshold" ("MPT") under this Agreement. To the extent the total number of participating Counties falls below the IPC but remains at or above the MPT, the quarterly rate will be adjusted on a per county basis for which the price will be subject to a pro rata reduction for each withdrawn county down to the MPT. If the total number of participating Counties falls below the MPT, the total price paid by MCCC shall remain equal to the MPT price. For the avoidance of doubt, the parties acknowledge and agree that under no circumstances will the per county rate comprising the total price paid by MCCC drop below the MPT. The price to MCCC upon the withdrawal, termination or removal, of any County or Counties between the IPC and MPT shall be adjusted at the quarterly price per Table 2. The withdrawal, termination, or removal of an MCCC member County covered by this Agreement shall be confirmed in writing and shall not be a basis for reduction or modification of the total three year price payable by MCCC.

MCCC acknowledges and agrees that each member of the Property Tax User Group who ratifies this Agreement will be bound by the general terms and conditions specified herein, including but not limited to the service provision terms contained in Exhibit A.

4. As of the Amendment Effective Date, in Exhibit B of the Agreement, Applicable Charges, the section titled "Tax Support" is deleted in its entirety and replaced with the following:

For the MCCC member counties who are members of the Conduent Property Tax User Group (which consists of the following counties: Beltrami, Benton, Brown, Dodge, Faribault, Fillmore, Freeborn, Goodhue, Houston, Hubbard, Jackson, Kanabec, Kittson, LeSueur, Martin, McLeod, Otter Tail, Pennington, Pine, Sibley, Wabasha, Waseca, Watonwan, Winona and Wright Counties), MCCC shall pay Conduent the quarterly maintenance & support fees set forth below.

Table 1

<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
quarterly price	quarterly price	quarterly price	quarterly price
per county	per county	per county	per county
\$8,360	\$8,694	\$8,955	\$9,224

5. Notification of cancellation should be provided 12 months in advance per the original contract and should be done prior to May 15 of each year.
6. Avenu will continue to maintain a support staff to support this product and customers.
7. All terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

#### Optional Services

Upon written request, Avenu will provide MnCCC pricing for upgrade path to our legacy Tax solutions as part of this support and maintenance agreement. Avenu may propose any one of several modules and features listed below to meet the desired objectives for a property tax solution. Each of these may be purchased separately or as a fully integrated bundle with our CAMA solutions. Our proposed pricing includes implementation and support services required for each of the solutions including project management, data conversion, and training.

Clearview Property Tax Manager (PTM): Property Tax Billing, Collection, and Assessment Administration modules are intended to conform to each jurisdiction's business rules. The objective is to provide workflows and calculations that adapt to a County's administrative requirements. The Property Tax Billing and Collections modules are designed to provide end to end management of the entire Tax cycle, and together the modules provide tools and administer assessments for each jurisdiction.

Size	PTM
	<b>Quarterly Payment</b>
Small	\$8,709
Medium	\$10,398
Large	\$12,765


IN WITNESS WHEREOF, the undersigned authorized representatives of MCCC and Conduent have executed this Amendment.

MINNESOTA COUNTIES COMPUTER  
COOPERATIVE


CONDUENT STATE & LOCAL  
SOLUTIONS, INC.




11/24/20



10/17/20  
Lisa C. Meredith  
Executive Director



10/6/2020  
JASON McCASLEN  
MCCC BOARD CHAIR



10/6/2020  
JASON McCASLEN  
CAMA CHAIR



10/5/2020  
Micki O'Keefe  
TAC Chair

### RATIFICATION STATEMENT

The Board of Commissioners of \_\_\_\_\_ County has ratified the Property Tax System Maintenance and Support Agreement Amendment between Minnesota Counties Computer Cooperative (MnCCC) and Avenu providing an extension for support for Property Tax System (PTS) January 1, 2021 through December 31, 2023.

This Agreement will be effective January 1, 2021 through December 31, 2023. Ratification of this agreement commits this County to meet the agreed upon terms set by both the amendment and the user group regarding notification for early departure as well as early departure fees set and approved by the MnCCC Property Tax User Group.

Signed: \_\_\_\_\_  
County Board Chair

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

Attest: \_\_\_\_\_

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

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

*Please return signed statement to MnCCC no later than February 17, 2021. Thank you!*



# 10:00am Appointment

February 2, 2021

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Tax Forfeit Property 26355 Whited Ave, Brook Park	<b>b. Origination:</b> Commissioner Rick Mattson
<b>c. Estimated time:</b> 10 minutes	<b>d. Presenter(s):</b> Robbie Anderson, Deputy Auditor, Property & Tax

**e. Board action requested:**

Discuss the price on this tax-forfeited property, as well as the tax-forfeit general re-pricing and sale processes.

---

**f. Background:**

Supporting Documents: None      Attached: ☒

**Date received in County Coordinators Office:**

**Coordinators Comments:**





Overview



Legend

-  Parcels
-  Townships

Parcel ID	24.00200.00	Alternate ID	n/a	Owner Address	STATE OF MINNESOTA
Sec/Twp/Rng	35-040-023	Class	960 - Tax Forfeit		
Property Address	26355 WHITED AVE BROOK PARK	Acreage	n/a		
District	QUAMBA SCH 0332				
Brief Tax Description	Sect-35 Twp-040 Range-023 PLAT OF QUAMBA LOTS 1 & 4 BLK 1 (Note: Not to be used on legal documents)				

Date created: 1/27/2021  
Last Data Uploaded: 1/27/2021 4:25:26 AM

Developed by  **Schneider**  
GEOSPATIAL

### Landfill Cleanup Program

The owner or operator of a qualified facility subject to a federal cleanup order or that includes any portion that is tax-forfeited may be subject to the Landfill Cleanup Program ([Minnesota Statute 115B.405](#)). The owner or operator of a qualified facility may apply to the PCA for exclusion from the Landfill Cleanup Program under [Minnesota Statutes, Chapter 115B](#). However, the owner or operator of a qualified facility that is subject to a federal cleanup order or that includes any portion that is tax-forfeited was not allowed to apply for exclusion.

### Contact Information

Any questions about managing hazardous waste on tax-forfeited land or related issues may be directed to the Minnesota Pollution Control Agency at 651-296-6300 or 800-657-3864.

## Notice of Public Sales

After approval of the classification and sale by the Department of Natural Resources (DNR) and the municipality and after the appraisal of the parcels, the county board and the county auditor complete several tasks to announce a public tax-forfeited land sale ([Minnesota Statute 282.02](#)).

The major tasks are outlined and explained in this section. Several examples of the forms that are used to complete some of the tasks are included as well.

### NOTE

Tax-forfeited property that previously failed to sell at a public auction and which has been reappraised by the county board is to be advertised again and offered again at a tax-forfeited land sale.

### Preparation of List for Public Sale

As a first step, the county board is required to file with the county auditor the list of tax-forfeited land that is to be sold at public auction ([Minnesota Statute 282.02](#)).

In practice, the county auditor usually prepares the list of tax-forfeited land and submits it to the county board for review and approval before the final list is officially filed with the county auditor. The county auditor may also prepare a letter requesting approval of the sale and submit it with the list.

The list of tax-forfeited land that is to be approved for sale should include at least the following information.

#### 1. *A description of each parcel of tax-forfeited land.*

The term "description" is not defined in the relevant statute ([Minnesota Statute 282.02](#)). In the fullest meaning of the term, a description of each parcel would include all of the following components:

- a. The name of the property owner;
- b. The mailing address;



- c. The legal description; and
- d. The property identification number (PID).

In practice, some counties include only two components of the complete description: the name of the city or township where each parcel is located and the legal description of each parcel. Other counties include three components: the name of the city or township, the mailing address, and the PID. There is no statutory requirement, so each county may choose which components of the complete description are best for its purposes.

## 2. *The basic sale price of each parcel of tax-forfeited land.*

Along with a description, the county's list of tax-forfeited land should also include the basic sale price for each parcel on the list. There are several components of the basic sale price.

The first component is the appraised value that is determined by the county board. The appraised value is the major components of the basic sale price of the parcel. With the exception of some parcels with hazardous waste costs, the basic sale price would be no less than the appraised value. The county's list of tax-forfeited land should contain at least a column for the appraised value of each parcel on the list.

The second component is any new special assessment that was levied on a parcel after the forfeiture and certified to the county auditor before the sale. The county auditor is to add the cost of these new special assessments to the appraised value to determine the basic sale price of the parcel.

The third component is the cost of any response action taken by the Pollution Control Agency (PCA) or the Department of Agriculture (DOA) to control hazardous waste on a parcel and certified to the county auditor. The county auditor may add these costs to the appraised value to determine the basic sale price of the parcel.

The county could show these components of the basic sale price in several ways. A separate column and column heading could be used for each component: one for the appraised value, one for the new special assessments, one for the costs of hazardous-waste actions, and one for the basic sale price that would equal the sum of all the others.

The county could also use only one column. Under the single column, the appraised value could be listed first. When they apply, the amounts for each of the extra costs could be added under the appraised value with line entries to identify them. The sum of all the components could be listed last with a line entry to identify it as the basic sale price for the parcel.

## 3. *Special Assessments Canceled at Forfeiture*

Along with the description and the basic sale price, the county's list of tax-forfeited land should also contain a separate column for any old special assessments that were levied on a parcel before forfeiture and canceled at forfeiture.

Unlike the new special assessments discussed above, these old, canceled special assessments are not to be added to the appraised value. Instead, they are to be paid out of the distribution of the net revenue from the sale of the parcel. The municipality has the authority to recover any amount of these old, canceled special assessments that are not paid through the distribution (Minnesota Statutes 429.071, 435.23 and 444.076).

#### 4. *Radon Disclosures for Tax-Forfeited Residential Property*

The Minnesota Radon Awareness Act (Minnesota Statute 144.496) requires disclosure of certain information relating to radon before signing an agreement to sell or transfer residential property. The act applies to sales and transfers of residential tax-forfeited property. The county is not required to conduct radon testing on tax-forfeited residential property if nothing is known about the levels of radon on the property.

The statutes do not provide any guidance on how the disclosure must be made for tax-forfeited properties. The Department of Revenue recommends placing the radon disclosure information in the list of tax-forfeited land. Displaying the information in the list makes the disclosure plain and complete in advance of the sale.

The radon disclosure must provide the following information for each parcel of residential tax-forfeited property:

1. Whether a radon test or tests have occurred on the property;
2. The most current records and reports pertaining to radon concentrations within the dwelling;
3. A description of any radon concentrations, mitigation, or remediation;
4. Information regarding the radon mitigation system, including system description and documentation if such a system has been installed in the dwelling; and
5. A radon warning statement, including the following language:

### *Radon Warning Statement*

The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator. Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling.

(<http://www.health.state.mn.us/divs/eh/indoorair/radon/radonre.html>)

The county must provide a copy of the Minnesota Department of Health's *Radon in Real Estate Transactions* publication to any purchaser of residential tax-forfeited property.

#### **Marketing Tax-Forfeited Land**

A county board has great discretion to provide for the listing and sale of tax-forfeited property. A county board may by resolution provide for the listing and sale of individual parcels by other means such as through a real estate broker (Minnesota Statute 282.01). These properties are not required to be listed on the auction list, and can be sold any time after classification. However, if the buyer could have repurchased the property, that buyer may not purchase that same parcel for a purchase price less than the sum of all taxes, assessments, penalties, interest, and costs due at the time of forfeiture, and any special assessments for improvements certified as of the date of sale.

County auditors may also sell tax-forfeited property through an online auction. When an online auction is used to sell tax-forfeited lands, the county auditor must post a physical notice of the online auction, and publish a notice of the online auction on the county website no less than ten (10) days before it begins.

#### **Preparation of Terms for Public Sale**

Along with a notice of the public sale, the county auditor is required to publish a copy of the resolution of the county board fixing the terms of the public sale, if other than for cash only (Minnesota Statute 282.02).

In practice, the county auditor prepares the terms of the public sale and submits it to the county board along with the list of tax-forfeited land for review and approval before the final terms can be published by the county auditor.

The phrase "terms of the public sale" is defined broadly to include the major conditions for the public sale in general instead of just the conditions for purchasing under an installment plan.



<i>Tract</i>	<i>Township/City</i>	<i>PID</i>	<i>Section</i>	<i>Abbreviated Legal Description/Address (if applicable)</i>		<i>Approx Acres</i>	<i>Timber Value</i>	<i>SA after Forf</i>	<i>Minimum Bid</i>
2	Arthur	02.04780.00	24	Spring Brook Estates, Lot 13, Block 1		1.39			\$ 7,500.00
3	Brunswick	03.00880.00	12	38	Pt SW1/4 of SW1/4, Address: 2121 145 Ave, Mora	2.00			\$ 50,000.00
4	Brunswick	03.01140.00	14		Pt SW1/4 of NE1/4, Address: 1361 Hwy 65, Mora	1.75			\$ 20,000.00
6	Grass Lake	06.01765.00	26		Pt NW1/4 of SW1/4, N 250' of W 160' of E 350" Address: 2621 115 Ave, Braham	0.91			\$ 7,500.00
7	Haybrook	07.00875.10	20	42	NE1/4 of NE1/4 of SE1/4, Address: 3533 Woods Rd, Isle	10.00	\$	3,144	\$ 24,000.00
8	Haybrook	07.01175.40	27	42	NE1/4 of SW1/4 of NE1/4, incl/subj to 30' easement	10.00			\$ 20,000.00
9	Haybrook	07.01175.50	27	42	W1/2 of N1/2 of SW1/4 of NE1/4, incl/subj to 30' easement	10.00			\$ 15,000.00
10	Hillman	08.01995.00	23	41	Raspberry Acres, Lot 5 Block 5,	5.16			\$ 24,000.00
11	Kroschel	11.01480.00	35	42	Pt SE1/4 of SE1/4, Address: 3088 330 Ave, Hinckley	10.00	<i>(Mitigated meth in 2009)</i>		\$ 28,500.00
13	Peace	12.00390.00	7	41	Pt SE1/4 of NE1/4, E 30 rods ex S 16 rods Address: 3157 Hwy 65, Mora	12.00			\$ 35,000.00
14	Peace	12.02180.00	5	41	Village of North Mora, Lots 3, 4, 7 & 8, Block A	n/a			\$ 20,000.00
16	Peace	12.04170.00	24	41	Pine View Beach North, Lot 1 Block 3	1.17			\$ 20,000.00
18	Pomroy	13.00800.00	16		W1/2 of NE1/4 incl easement	80.00	\$	13,900	\$ 37,500.00
21	Pomroy	13.01185.00	25	41	W1/4 of NE1/4 of NE1/4	10.00			\$ 15,000.00
23	Southfork	14.00055.00	2		Pt W1/2 of NW1/4, Address: 1580 Eagle St, Ogilvie	3.20			\$ 18,750.00
25	Whited	15.00470.00	12		S1/2 of N1/2 of SE1/4 of SE1/4	10.00	\$	1,300	\$ 7,500.00
29	Grasston	21.00610.00	12		Grasston Acres, Lot 17, Block 1	n/a		\$100.00	\$ 1,975.00
30	Grasston	21.00615.00	12		Grasston Acres, Lot 18, Block 1	n/a		\$100.00	\$ 1,975.00
31	Grasston	21.00620.00	12		Grasston Acres, Lot 19, Block 1	n/a		\$100.00	\$ 1,975.00
34	City of Quamba	24.00185.00	35	40	Pt SE1/4 of NW1/4, Address: 22691 Quamba St, Brook Park	0.85			\$ 5,000.00
35	City of Quamba	24.00200.00	35	40	Plat of Quamba, Lots 1 & 4, Blk 1, 26355 Whited Ave, Brook Park	n/a		\$3,000.00	\$ 28,000.00
36	City of Quamba	24.00250.00	35	40	Plat of Quamba, Lots 3 & 4, Blk 4, 22723 Quamba St, Brook Park	n/a			\$ 13,500.00
37	City of Quamba	24.00255.00	35	40	Plat of Quamba, Lot 5, Blk 4, 22705 Quamba St, Brook Park	n/a		\$1,595.15	\$ 36,595.15
(to be sold together)		24.00260.00	35		Plat of Quamba, Lot 6, Blk 4, 22695 Quamba St, Brook Park	n/a			

# 10:15am Appointment

February 2, 2021

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Knife Lake Land Sale – <b>Parcel B</b> Offer	<b>b. Origination:</b> Coordinator's Office
<b>c. Estimated time:</b> 5 minutes	<b>d. Presenter(s):</b> Lonnie Ness, ReMaxx Select, Inc.

**e. Board action requested:**

**Resolution #\_\_ - 2/2/21**

**WHEREAS** on 10/20/20 the Kanabec County Board of Commissioners approved advertising the sale of county fee-owned parcel #10.00450.00 "**PARCEL B**" located on Salmonson's River Road with approximately 2.35 Acres  $\pm$  and approximately 210 feet of lakeshore on Knife Lake, and

**WHEREAS** the advertising and sale process were conducted pursuant to MN Statute 373.01, and

**WHEREAS** no sealed bids for said parcel were received on or before 3:30 p.m. on November 13, 2020, and

**WHEREAS** the parcel was then listed with ReMaxx Select, Inc. following an RFP process, and

**WHEREAS** a responsible offer, exceeding the minimum of \$165,000, was submitted by \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ ,

**BE IT RESOLVED** that the Kanabec County Board of Commissioners accepts the offer of \_\_\_\_\_ submitted by \_\_\_\_\_.

**BE IT FURTHER RESOLVED** that the County Coordinator and County Attorney are authorized to proceed with working with ReMaxx Select, Inc. for collecting payment and fees, preparation of a quit claim deed, and recording required documents to complete the land transaction.

**BE IT FUTHER RESOLVED** that the proceeds from the sale of this parcel will be credited to 01-061-000-0000-5290.

**f. Background:**

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

**Date received in County Coordinators Office:**

**Coordinators Comments:**



# 10:45am Appointment

February 2, 2021

## REQUEST FOR BOARD ACTION

**a. Subject:** Kanabec County's No Net Gain Resolution

**b. Origination:** Coordinator's Office

**c. Estimated time:** 20 minutes

**d. Presenter(s):**

**e. Board action requested:**

### f. Background:

From 7/26/17:

Commissioner Dennis McNally led a discussion regarding a No Net Gain Policy.

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

#### **Resolution #13- 7/26/17**

Instituting "No Net Gain" of land by Minnesota Department of Natural Resources (DNR) or any tax exempt land trust.

**WHEREAS**, Minnesota Statute 84.944 Subdivision 3, pursuant to Minnesota Statute 97A.145 Subdivision 2, allows the Kanabec County Board of Commissioners to prohibit the purchase of land by the MN DNR in Kanabec County, and

**WHEREAS**, the further acquisition of land by the MN DNR and environmental land trusts further erodes the tax base of Kanabec County, and

**WHEREAS**, the State of Minnesota PILT payment is uncertain dollars;

**THEREFORE BE IT RESOLVED**, the Kanabec County Board hereby established a "No Net Gain" policy for both MN DNR and all Environmental Land Trusts. No new lands may be "acquired" unless an equal amount of property is sold back or transferred to private ownership. The Kanabec County Board of Commissioners also petitions the MN DNR to do a complete inventory of all lands currently owned in Kanabec County and evaluate each parcel for possible sale back to private ownership.

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

**Date received in County Coordinators Office:**

**Coordinators Comments:**

## **DNR LAND PURCHASES**

### **I. POLICY STATEMENT**

**WHEREAS**, in accordance with Minnesota Statutes 97A.145, Subd 2, the Commissioner of the Department of Natural Resources (DNR) may request the Kanabec County Board of Commissioners to authorize the DNR to acquire land in Kanabec County for water, forestry, wildlife, and natural plant community conservation purposes, and

**WHEREAS** the DNR has used its authority to place an ever increasing share of county land in a protected status prohibiting its use for any private purpose; these actions by the DNR have the effect of weakening the county tax base and raising taxes for all county residents, and

**WHEREAS**, other than property purchased under 97A.145, Subd 2 the DNR exercises its authority for property acquisition without input from the citizens of Kanabec County or its elected officials, and

**WHEREAS** requests pursuant to 97A.145, Subd 2 are the county's only realistic means to temporarily slow the DNR's inexorable takeover of Kanabec County;

**BE IT RESOLVED** that it is the policy of the Kanabec County Board of Commissioners that requests pursuant to 97A.145, Subd 2 are denied except where the property is entirely surrounded by state-owned land and without legal road access.



**97A.145 WETLANDS FOR WILDLIFE.**

Subdivision 1. **Acquisition; generally.** (a) The commissioner or the commissioner of administration may acquire wetlands and bordering areas, including marshes, ponds, small lakes, and stream bottoms for water conservation relating to wildlife development. The lands that are acquired may be developed for wildlife, recreation, and public hunting. The wetlands may be acquired by gift, lease, purchase, or exchange of state lands.

(b) The commissioner may also acquire land owned by the state and tax-forfeited land that is suitable for wildlife development. The wetlands may not be acquired unless public access by right-of-way or easement from a public road is also acquired or available. In acquiring wetlands under this section the commissioner shall assign highest priority to type 3 and 4 wetlands, as defined in United States Fish and Wildlife Service Circular No. 39 (1971 edition), that are public waters. Lands purchased or leased under this section may not be used to produce crops unless needed for wildlife. The commissioner may designate, by written order published in the State Register, land acquired under this section as a wildlife management area for purposes of the outdoor recreation system. Designations of wildlife management areas are exempt from the rulemaking provisions of chapter 14 and section 14.386 does not apply.

Subd. 2. **Acquisition procedure.** (a) Lands purchased or leased under this section must be acquired in accordance with this subdivision.

(b) The commissioner must notify the county board and the town officers where the land is located and furnish them a description of the land to be acquired. The county board must approve or disapprove the proposed acquisition within 90 days after being notified. The commissioner may extend the time up to 30 days. The soil and water conservation district supervisors shall counsel the county board on drainage and flood control and the best utilization and capability of the land.

(c) If the county board approves the acquisition within the prescribed time, the commissioner may acquire the land.

(d) If the county board disapproves the acquisition, it must state valid reasons. The commissioner may not purchase or lease the land if the county board disapproves the acquisition and states its reasons within the prescribed time period. The landowner or the commissioner may appeal the disapproval to the district court having jurisdiction where the land is located.

(e) The commissioner or the owner of the land may submit the proposed acquisition to the Land Exchange Board if: (1) the county board does not give reason for disapproval, or does not approve or disapprove the acquisition within the prescribed time period; or (2) the court finds that the disapproval is arbitrary and capricious, or that the reasons stated for disapproval are invalid.

(f) The Land Exchange Board must conduct a hearing and make a decision on the acquisition within 60 days after receiving the proposal. The Land Exchange Board must give notice of the hearing to the county board, the commissioner, the landowner, and other interested parties. The Land Exchange Board must consider the interests of the county, the state, and the landowner in determining whether the acquisition is in the public interest. If a majority of the Land Exchange Board members approves the acquisition, the commissioner may acquire the land. If a majority disapproves, the commissioner may not purchase or lease the land.

Subd. 3. **Management.** If a drainage outlet is petitioned and drainage proceedings are conducted under the Drainage Code, chapter 103E, the commissioner should not interfere with or unnecessarily delay the proceedings.

**History:** 1986 c 386 art 1 s 28; 1990 c 391 art 10 s 3; 2004 c 221 s 40

# 11:10am Appointment

February 2, 2021

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Proposed DNR Land Acquisition	<b>b. Origination:</b> Minnesota DNR, Pheasants Forever, & Landowner
<b>c. Estimated time:</b> 20 minutes	<b>d. Presenter(s):</b> Tim Marion, DNR; Eran Sandquist, Pheasants Forever; Shaun Fiedler, Property Owner

**e. Board action requested:**

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**f. Background:**

Supporting Documents: None      Attached: ☒

**Date received in County Coordinators Office:**

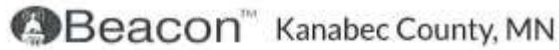
**Coordinators Comments:**



<b>Parcel ID</b>	06.02280.00	<b>Alternate ID</b>	n/a	<b>Owner Address</b>	MN PRODUCTION AG LLC
<b>Sec/Twp/Rng</b>	34-038-023	<b>Class</b>	104 - AG FARM ENTITY TIER1		1896 397 AVE
<b>Property Address</b>		<b>Acreage</b>	169.08		STANCHFIELD, MN 55080
<b>District</b>	GRASS LAKE SCH 0314				
<b>Brief Tax Description</b>	Sect-34 Twp-038 Range-023 169.08 AC SW1/4 EX W 5 RDS OF S 16 RDS OF SW1/4 OF SW1/4 & EX S 205' OF E 416' OF SE1/4 OF SW1/4; & W 31 RDS OF SW1/4 OF SE1/4 EX W 470' OF S 280' & EX E 415' OF S 470' OF W 31 RDS, SUBJ TO 2.70 AC HWY EASEMENT				
	(Note: Not to be used on legal documents)				

Date created: 8/5/2020  
Last Data Uploaded: 8/5/2020 4:25:25 AM

Developed by  **Schneider**  
GEO SPATIAL



### Summary

**Parcel ID** 06.02280.00  
**Property Address**  
**Sec/Twp/Rng** 34-038-023  
**Brief** Sect. 34 Twp. 038 Range-023 169.08 AC SW1/4 EX W 5 RDS OF S 16 RDS OF SW1/4 OF SW1/4 & EX S 205' OF E 416' OF SE1/4 OF SW1/4; & W 31 RDS OF SW1/4 OF SE1/4 EX W 470' OF S 280' & EX E 41.5' OF S 470' OF W 31 RDS, SUBJ TO 2.70 AC HWY EASEMENT  
**Tax Description** (Note: Not to be used on legal documents)  
**Deeded Acres** 169.08 This parcel has Green Acres.  
**Class** 104 - (NON-HSTD) AG FARM ENTITY TIER1; 114 - (NON-HSTD) RV FARM ENTITY TIER1  
**District** (601) GRASS LAKE SCH 0314  
**School District** 0314  
**Creation Date** 07/21/1989

### Owner

**Primary Taxpayer**  
 MN Production Agr LLC  
 1896 397 Ave  
 Stanchfield, MN 55080

### Valuation

	2020 Assessment	2019 Assessment	2018 Assessment	2017 Assessment	2016 Assessment	2015 Assessment
+ Estimated Building Value	\$0	\$0	\$0	\$0	\$0	\$0
+ Estimated Land Value	\$276,400	\$300,100	\$314,600	\$329,000	\$323,300	\$280,800
+ Estimated Machinery Value	\$0	\$0	\$0	\$0	\$0	\$0
= Estimated Market Value	\$276,400	\$300,100	\$314,600	\$329,000	\$323,300	\$280,800

### Property Valuation Notice

### Taxation

	2020 Payable	2019 Payable	2018 Payable	2017 Payable	2016 Payable
Estimated Market Value	\$300,100	\$314,600	\$329,000	\$323,300	\$280,800
- Excluded Value	\$0	\$0	\$0	\$0	\$0
- Homestead Exclusion	\$0	\$0	\$0	(\$4,200)	(\$23,400)
= Taxable Market Value	\$300,100	\$314,600	\$329,000	\$319,100	\$257,400
Net Taxes Due	\$1,902.00	\$3,374.00	\$3,594.00	\$2,384.00	\$2,096.00
+ Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Total Taxes Due	\$1,902.00	\$3,374.00	\$3,594.00	\$2,384.00	\$2,096.00

### Unpaid Taxes

	2020 Payable
Unpaid Tax	\$951.00
+ Unpaid Spec Asmt	\$0.00
+ Unpaid Fees	\$0.00
+ Unpaid Penalty	\$0.00
+ Unpaid Interest	\$0.00
= Unpaid Total	\$951.00

**97A.145 WETLANDS FOR WILDLIFE.**

Subdivision 1. **Acquisition; generally.** (a) The commissioner or the commissioner of administration may acquire wetlands and bordering areas, including marshes, ponds, small lakes, and stream bottoms for water conservation relating to wildlife development. The lands that are acquired may be developed for wildlife, recreation, and public hunting. The wetlands may be acquired by gift, lease, purchase, or exchange of state lands.

(b) The commissioner may also acquire land owned by the state and tax-forfeited land that is suitable for wildlife development. The wetlands may not be acquired unless public access by right-of-way or easement from a public road is also acquired or available. In acquiring wetlands under this section the commissioner shall assign highest priority to type 3 and 4 wetlands, as defined in United States Fish and Wildlife Service Circular No. 39 (1971 edition), that are public waters. Lands purchased or leased under this section may not be used to produce crops unless needed for wildlife. The commissioner may designate, by written order published in the State Register, land acquired under this section as a wildlife management area for purposes of the outdoor recreation system. Designations of wildlife management areas are exempt from the rulemaking provisions of chapter 14 and section 14.386 does not apply.

Subd. 2. **Acquisition procedure.** (a) Lands purchased or leased under this section must be acquired in accordance with this subdivision.

(b) The commissioner must notify the county board and the town officers where the land is located and furnish them a description of the land to be acquired. The county board must approve or disapprove the proposed acquisition within 90 days after being notified. The commissioner may extend the time up to 30 days. The soil and water conservation district supervisors shall counsel the county board on drainage and flood control and the best utilization and capability of the land.

(c) If the county board approves the acquisition within the prescribed time, the commissioner may acquire the land.

(d) If the county board disapproves the acquisition, it must state valid reasons. The commissioner may not purchase or lease the land if the county board disapproves the acquisition and states its reasons within the prescribed time period. The landowner or the commissioner may appeal the disapproval to the district court having jurisdiction where the land is located.

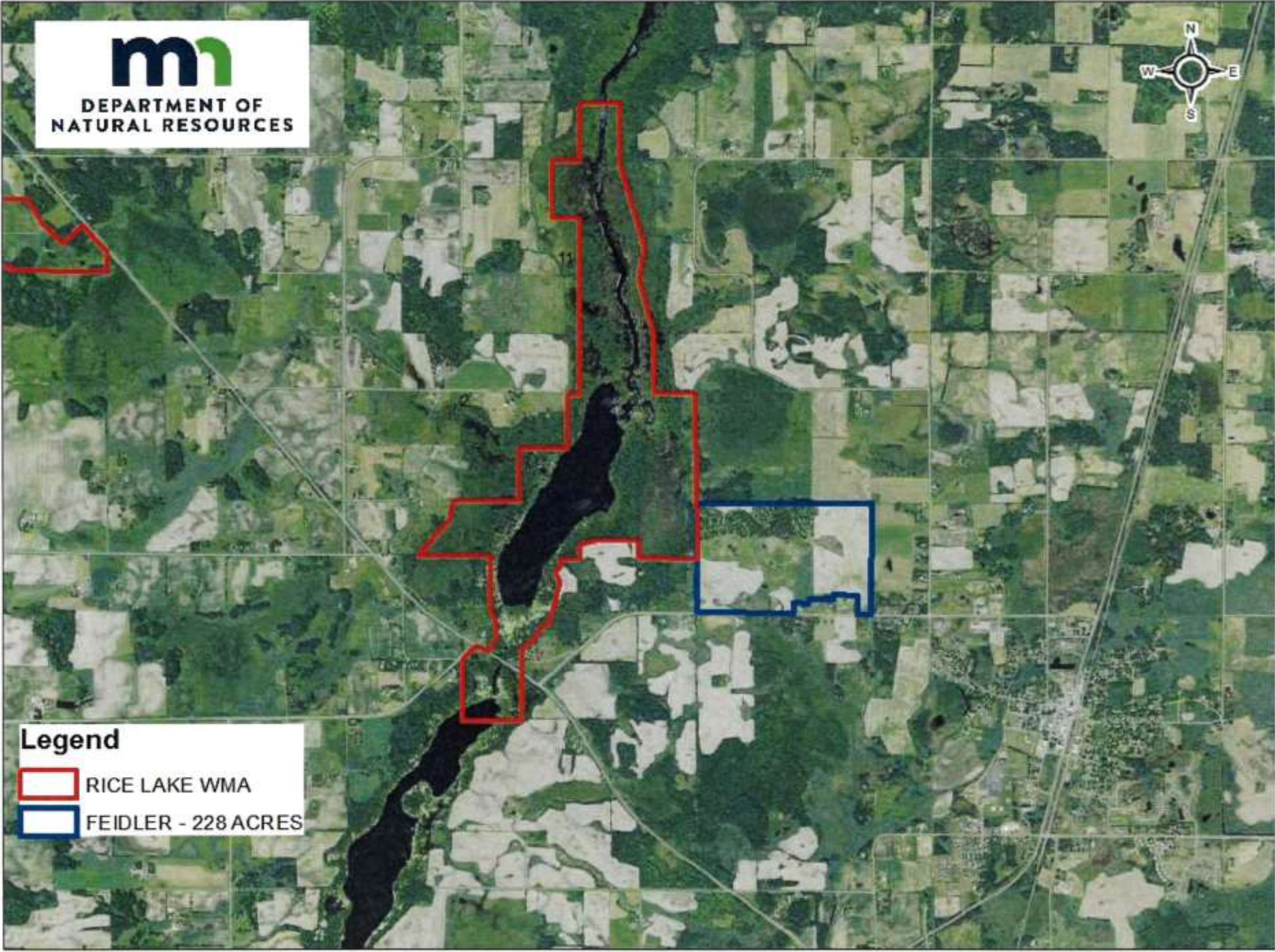
(e) The commissioner or the owner of the land may submit the proposed acquisition to the Land Exchange Board if: (1) the county board does not give reason for disapproval, or does not approve or disapprove the acquisition within the prescribed time period; or (2) the court finds that the disapproval is arbitrary and capricious, or that the reasons stated for disapproval are invalid.

(f) The Land Exchange Board must conduct a hearing and make a decision on the acquisition within 60 days after receiving the proposal. The Land Exchange Board must give notice of the hearing to the county board, the commissioner, the landowner, and other interested parties. The Land Exchange Board must consider the interests of the county, the state, and the landowner in determining whether the acquisition is in the public interest. If a majority of the Land Exchange Board members approves the acquisition, the commissioner may acquire the land. If a majority disapproves, the commissioner may not purchase or lease the land.

Subd. 3. **Management.** If a drainage outlet is petitioned and drainage proceedings are conducted under the Drainage Code, chapter 103E, the commissioner should not interfere with or unnecessarily delay the proceedings.

**History:** 1986 c 386 art 1 s 28; 1990 c 391 art 10 s 3; 2004 c 221 s 40







	Kanabec Sales											
	<b>Transaction #</b>	<b>County</b>	<b>Twp</b>	<b>Rng</b>	<b>Sec</b>	<b>40's</b>	<b>Acres</b>	<b>Land Type</b>	<b>Admin</b>	<b>Program</b>	<b>Offered</b>	<b>status</b>
SRI	SAL0133146	Kanabec	42	24	22	NESE, SESE	10.68	Acquired	Wildlife	WMA - Pit #3084	2018 Public Auction	sold
SRI	SAL0133167	Kanabec	38	23	30	NWNW, NENW, SENW	68.31	Acquired	Wildlife	WMA - Joseph O'Brien	2019 Public Auction	sold
SRI	SAL0133174	Kanabec	42	23	13	NWNW, N of River	4.9	Acquired	Forestry	SFT- Snake River	2019 Public Auction	Sale Pending - Over the Counter sale

## 2020 Natural Resources Land PILT Payment

June 18, 2020

### Kanabec County

The 2020 Natural Resources Land PILT Payment for your county is **\$ 134,363.00**

The following is a listing of the factors used in the calculation of your county's 2020 Natural Resources Land Payment-in-Lieu of Property Tax (PILT). See the instructions and example posted on the DOR website for a more detailed explanation of these factors and their apportionment information.

Acquired Natural Resource Lands	Acreage	Appraised Value
Consolidated Conservation Acquired	(1a) 0.00	(1b) \$ 0.00
Non-Consolidated Conservation Acquired	(2a) 845.01	(2b) \$ 1,788,290.00
Acquired Natural Resource Lands	(3a) 845.01	(3b) \$ 1,788,290.00
Other Natural Resource Lands	Acreage	Appraised Value
Wildlife Management	(4a) 6,437.98	(4b) \$ 8,591,200.00
County Administered Other	(5a) 7,579.08	(5b) N/A
DNR Administered Other: ConCon	(6a) 0.00	(6b) N/A
DNR Administered Other: Non-ConCon	(7a) 20,679.33	(7b) N/A
Land Utilization Project (LUP)	(8a) 0.00	(8b) N/A
Military Game Refuge	(9a) 0.00	(9b) N/A
Transportation Wetlands	(10a) 0.00	(10b) \$ 0.00
Specific Minnesota State Parks*	(11a) 0.00	(11b) \$ 0.00
ConCon Ditch Assessments **	(12a) N/A	(12b) \$

13. \$5.133 X Acres of Total Acquired: (\$5.133 X 3a)	\$ 4,337.44
14. 0.75% of Appraised Value of Total Acquired: (.0075 X 3b)	\$ 13,412.18
15. Greater of 13 or 14 (Unless County Chooses Otherwise)	\$ 13,412.18
16. \$5.133 X Acres of Wildlife Management (\$5.133 X 4a)	\$ 33,046.15
17. 0.75% of Appraised Value of Wildlife Management: (.0075 X 4b)	\$ 64,434.00
18. Greater of 16 or 17 (Unless County Chooses Otherwise)	\$ 64,434.00
19. \$2.00 X Acres of County Administered Other (\$2.00 X 5a)	\$ 15,158.16
20. \$2.00 X Acres of DNR Administered Other (\$2.00 X (6a + 7a))	\$ 41,358.66
21. \$5.133 X Acres of Land Utilization Project Land (\$5.133 X 8a)	\$ 0.00
22. \$2.5665 X Acres of Military Game Refuge Land (\$2.5665 X 9a)	\$ 0.00
23. \$5.133 X Acres of Transportation Wetlands (\$5.133 X 10a)	\$ 0.00
24. 1.5% of Appraised Value for Specific MN State Parks (.015 X 11b)	\$ 0.00
25. Percentage of \$300,000 ConCon Ditch Appropriation (0.000000%)	\$ 0.00
26. Total 2020 Natural Resources Land PILT Payment (15, 18 to 25)	\$ 134,363.00

27. Distributed under M.S. 477A.12 Subdivision 1, Clause 8 OR M.S. 477A.14 Subdivision 3 OR M.S. 477A.17 (18, 22, 24, 25)	\$ 64,434.00
28. Distributed under M.S. 477A.14 Subdivisions 1 & 2 (15, 19, 20, 21, 23)	
(a) Consolidated Conservation Land Payments:	\$ 0.00
(b) Non-Consolidated Conservation Land Payments:	\$ 69,929.00

\* Specific Minnesota State Parks currently refers to the Lake Vermillion State Park and the Soudan Underground Mine State Park, which get payment distributions under M.S. 477A.

\*\* ConCon Ditch Assessments are identified under M.S. 84A, Subdivision. 9 as Ditch Assessments of State-Owned Lands in Consolidated Conservation Areas.



2008 Mahogany Street, Suite 3  
Mora, MN 55051  
(320) 679-3982  
[info@KanabecSWCD.org](mailto:info@KanabecSWCD.org)

Memo to the Kanabec County Board

1/28/21

Subject: Public Lands Assessment Summary – Fiedler Land Proposal

Commissioner McNally on 1/12/21 requested the Kanabec SWCD assess and provide an opinion on the Kanabec counties' current policy on 'DNR Land Purchases', dated 2/1/11. The SWCD conducted here below an assessment on the current land proposal for the Fiedler Proposal in Grass Lake, section 34 (228 acres).

The Kanabec SWCD Board has not had the opportunity to discuss this matter in order to provide an opinion, as of 1/28/21. We plan to discuss it as a board at our 2/9/21 meeting.

The Kanabec SWCD suggests each parcel for consideration as public land be evaluated individually against the merits proposed below. This list was, in part, formulated from the references listed below and included with this summary. In large part, it references the Rum River Watershed Reinvest in MN (RIM) Easement Outreach & Prioritization from October, 2019. This was a multi-county proposal to evaluate lands for consideration into privately owned state sponsored (BWSR) conservation easements. The conservation easements provide compensation to the current owner for development restrictions in perpetuity on their land, still held in private taxable ownership.

Merits for Consideration as Public Land: (in part Ref.1)

- ✓ Size of land > 20 or 40 acres (Ref. 1 & 2)
- ✓ Proximity to other public land for public recreation
- ✓ Proximity to lands of high biological significance
- ✓ Potential risk for development of land, including road access to land
- ✓ Within the geographic priority area of landscape plan(s)
- ✓ Enhancement of wildlife corridors
- ✓ Preservation / Enhancement of water quality
- ✓ Preservation / Enhancement for wetland habitat or restoration efforts
- ✓ Public support of the project
- ✓ Within a wellhead protection area or groundwater recharge area

## **Site specific qualitative assessment of the Fiedler Land as Public Land:**

### Pros for Public Land:

- > 40 acre parcel (Ref. 2)
- Carbon Sequestration through perennial vegetation
- Wetland restoration potential for the Rum River Watershed (page 4 of Ref. 3)
- Sited township support of the project for public benefit
- Support from Pheasants Forever, local chapter
- Groundwater recharge – in perennial vegetation
- Within an area of increased risk for development due to road proximity
- According to the DNR, the PILT payment exceeds the revenue from the 2020 tax on this land
- Decreased soil loss – all land to be converted to perennial vegetation
- Of the cropland, 4 fields (93.9 ac.) are listed as Highly Erodible Land, which requires added conservation measures to ensure allowable erosion standards are met on cropland, according to the USDA. (Ref. 3)
- Increased water quality – little to no runoff with perennial vegetation
- Increased wildlife habitat
- Public recreation of the land
- Potential for increased revenue from public recreational use of the land

### Pros and/or Cons:

- Loss of future development potential

Cons Against Public Land:

- Assessment of land for cropland (90 acres) value:
  - Crop Productivity Index Rating of 84-88 (This rating is a scale of 0-100, with the higher numbers indicative of higher crop production potential.) A rating of 100 would be some of the most productive soils in the state with corn crop yield in excess of 200+ #/ac.
  - Farmland of statewide importance, not prime farmland, Farmland of statewide importance is cropland described as suitable if warm enough, if drained, if protected from flooding and if not frequently flooded during the growing season. (This rating describes soils that are best suited for the production of food, feed, fiber, forage and oilseed crops.)

Soils Capability (field crops) Class 2 soils have moderate limitations that reduce the choice of plants or that require moderate conservation practices. This rating is based on the soil's characteristics as suitability for most kinds of field crops. (This is a rating of 1-8 with a class 1 soil as having the least restrictions to grow most field crops.)

- Loss of taxable land – however state PILT payments available
  - MNDNR PILT – based on appraisal \$5,925
  - Property Taxes 2020 – 226 acres \$2,546

References Included:

1. Rum River Watershed RIM Easement Outreach & Prioritization, Oct. 2019
2. Snake Landscape Stewardship Plan, Dec. 2018 (insert below)
3. Soils / Cropland Summary Assessment for Public Lands



Lower Snake Conservation Opportunity Area (Reference -2)

Overview

The Lower Snake COA is composed of a ½ mile buffer along the final 35 miles of the Snake River and a portion of Rice Creek (Figure 24). This nearly 28,000-acre COA includes the communities of Pine City and Mora. Prior to settlement this area consisted of a variety of riparian forest and wetland communities and was long used as a trade route between the Saint Croix River and Lake Mille Lacs. Many natural areas remain along this stretch of the river however nearly 50% of the COA has been converted to agriculture or residential/commercial uses. Despite this partial conversion, the Lower Snake remains one of the State’s most important areas for native mussel biodiversity.

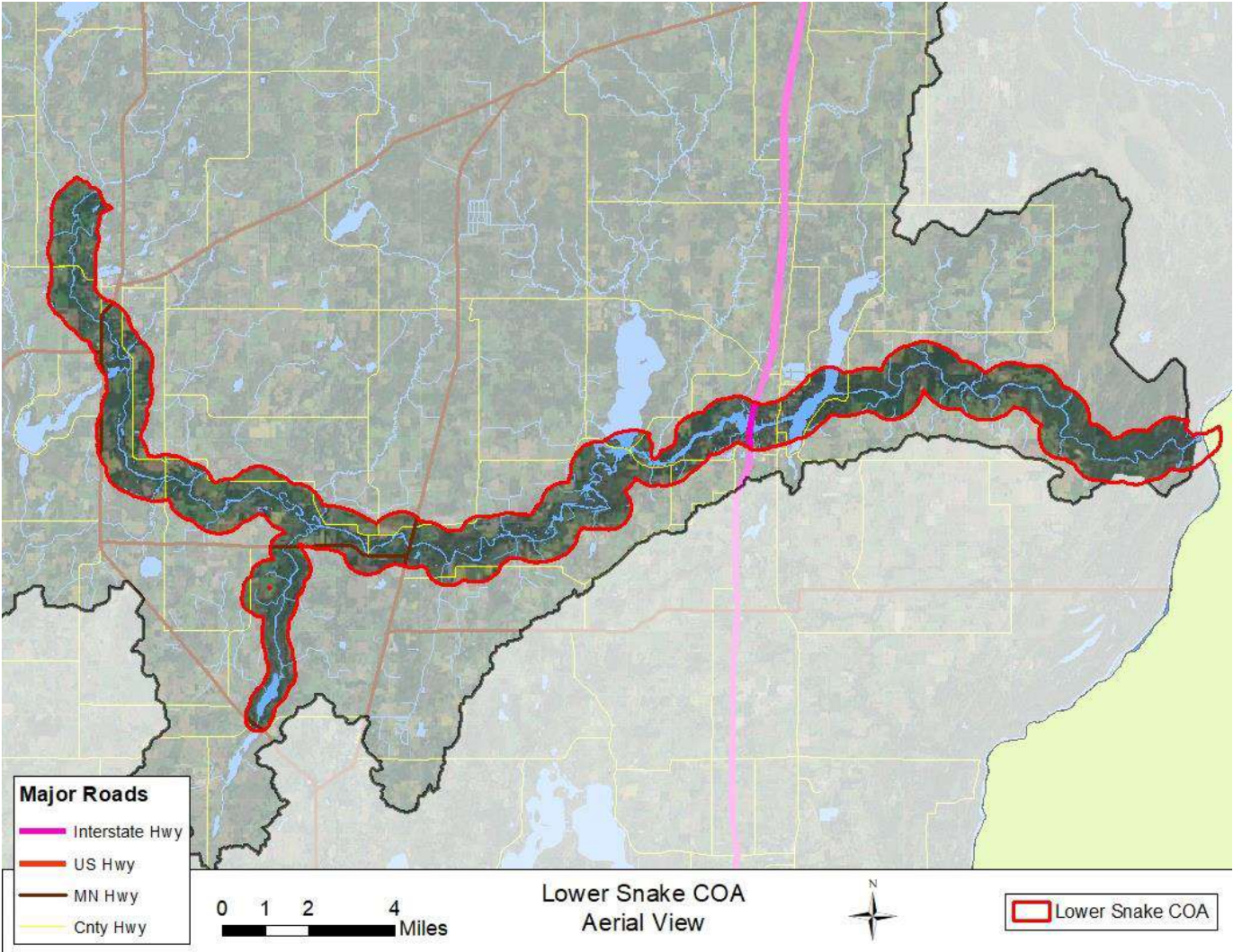


Figure 24. Aerial image of the Lower Snake COA.

## Natural Resource Assessment

### Hydrology

The dominant hydrological feature of the Lower Snake COA is the Snake River and its associated floodplain and tributaries. Since the COA lies at the bottom of the watershed, the hydrology is strongly influenced by upstream effects. These upstream effects include water originating in the forested headwaters as well as water from the numerous perennial and intermittent streams originating in the surrounding agricultural uplands. Nearly 14,000 acres, or 50%, of this COA is identified as part of the Active River Area (ARA). This includes almost 100% of the area between Grasston and Pine City (Figure 25). The ARA conservation framework described in [Section 2](#) identifies five key subcomponents of an active river area: 1) material contribution zones, 2) meander belts, 3) riparian wetlands, 4) floodplains and 5) terraces.

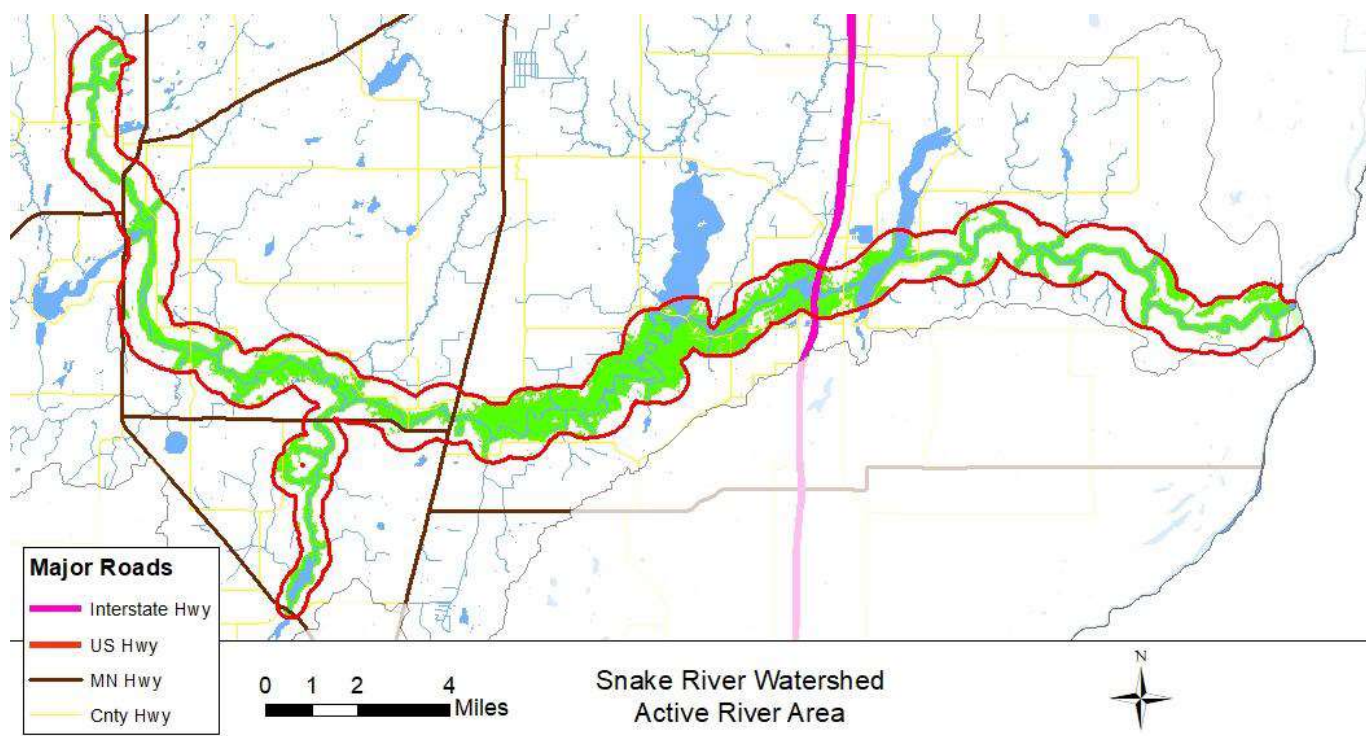


Figure 25. Active River Area in the Lower Snake COA.

### Land Cover and Use

Ninety percent of the Lower Snake COA was covered in some form of forest at the time of European settlement (Table 14). The only non-forested communities were scattered wet prairies along the Snake River and tributaries (Figure 26).

Today, the land use patterns in the Lower Snake COA follow the general pattern for the surrounding landscape. The predominantly flat, upland areas are mostly cropland or pasture, while the wet or frequently flooded areas retain forest and wetland cover (Figure 27). Residential and commercial development is scattered throughout the COA but is concentrated around Mora, Grasston, and Pine City. The topography becomes more variable as the Snake approaches its confluence with the Saint Croix and this area retains a significant deciduous forest. Major cover types are pasture/hay (24%), deciduous forest (19%), cultivated crops (12%) and woody wetlands (12%) (Table 14).

# Rum River Watershed RIM Easement Outreach Prioritization

Draft 2 – For discussion purposes  
October 7, 2019

**Background:** \$3M in RIM has been allocated for riparian parcels the Rum River watershed. Multiple Soil and Water Conservation Districts are interested in promoting and administering easements. Funding is available approximately 3 years. Funds may be used for both protection (easements) and restoration of protected parcels.

**Staff/Capacity Considerations:**

- Limited staff available. Differs by SWCD.
- Want promotional materials that can be used in all counties.
- Need property-specific maps and calculation of possible easement payments to include in landowner mailings.
- Shared staffing?
  - Preparing promotional materials
  - Promotion
  - Easement processing

**Prioritization Maps Available:**

- Landscape Stewardship Planning priority areas and RAQ scoring for every parcel >20 ac
- DNR wildlife action network
- Metro conservation corridors
- Anoka Conservation District priority protection parcels
- The Nature Conservancy multiple benefits
- Public lands
- Public waters
- Impaired waters

**Guiding prioritization principles:**

- **Priority is the intersection of quality and risk.** Prioritize high-quality habitat where there is the risk for unprotected private lands to be converted to development and agriculture.
- **Create habitat corridors.** Build upon existing protected lands.
- **Protect water quality.** Riparian areas are a focus.

Draft parcel prioritization concepts on next page.



## Possible Outreach Prioritization and Considerations for Selecting Easements

Parcels meeting these criteria would be the focus during a first round of outreach.

1. RIPARIAN. Funding source restricts easements to riparian lands, which are further prioritized:
  - a. Natural environment lakes. High risk of future conversion.
  - b. Main stem Rum River. Moderate risk of future conversion. Important habitat corridor.
  - c. Major tributaries. Examples: West Branch Rum River, Stanchfield Cr, Cedar Cr.
  - d. Smaller streams.
  - e. Recreational development and general development lakes.
2. PRIORITY MINOR SUBWATERSHEDS FOR PROTECTION. Lands within one of the priority minor subwatersheds for private forest management (PFM). See first map attached.
3. SIZE
  - a. 20 acres or more. Only these have RAQ scoring.
  - b. Smaller parcels. No minimum size.
4. RAQ SCORE
  - a. 6 or higher (top 4.8% of all scores – not just riparian)
  - b. 5 (next 4.1%)
  - c. 4 (next 8.1%)
5. COST PER RAQ POINT PER ACRE
  - a. <\$250 (top (12%))
  - b. <\$500 (top 30%)
  - c. <\$1,000 (top 50%)
6. WITHIN A LOCAL PRIORITY AREA.
  - a. 11-county metro conservation corridors
  - b. SWCD priority protection parcels.

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*NOTE: GIS can be used to filter parcels meeting all the above criteria. Those meeting the criteria would receive outreach materials promoting RIM.*

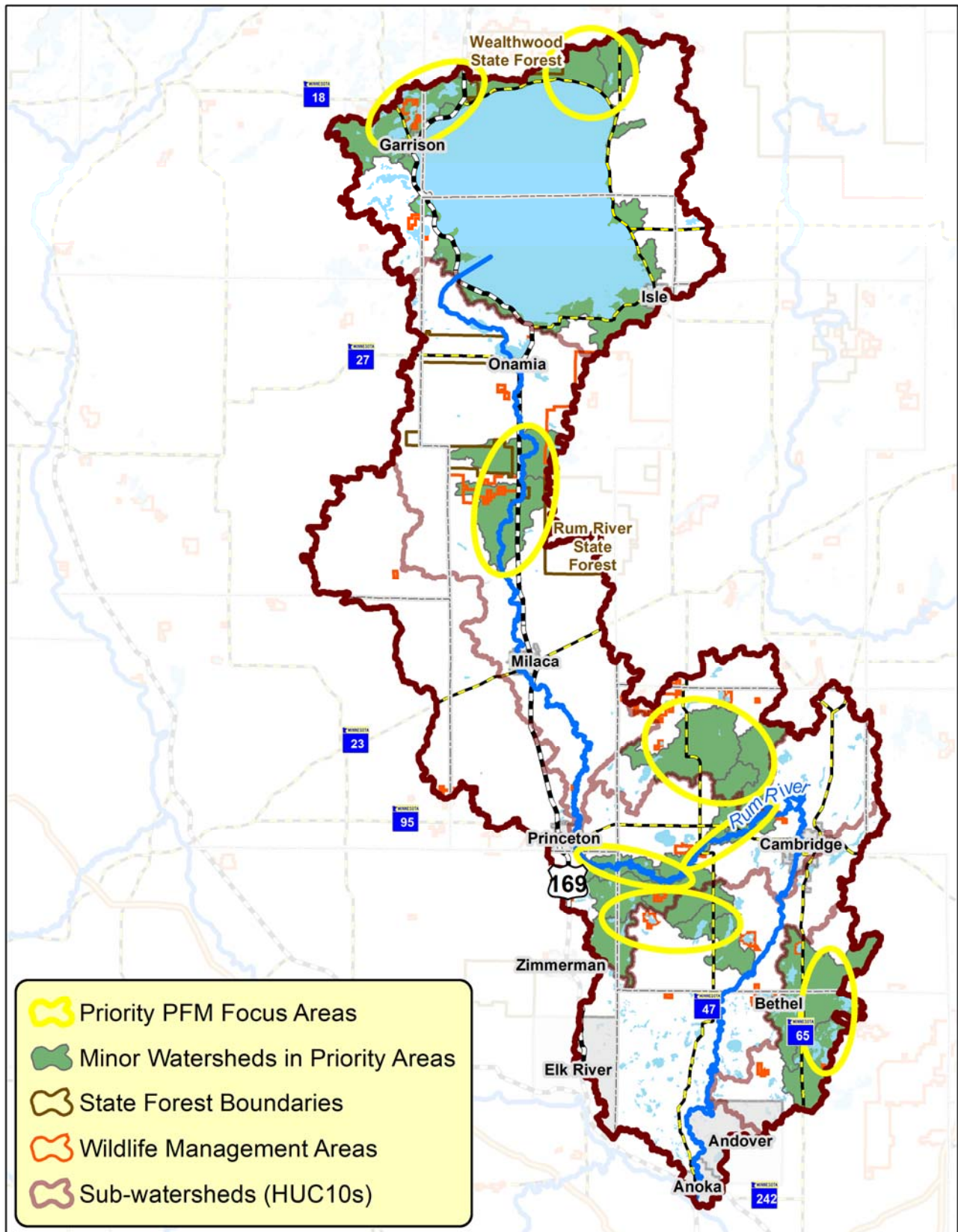
7. NOT PRIME DEVELOPMENT. Case by case staff review local zoning, soils, floodplain and proximity to other development and transportation corridors.
8. ECOLOGICAL QUALITY. Case by case staff review considering past disturbance, invasive species present, native communities. Need for restoration should not exclude a property, but restoration should be largely achievable in a 3-5 year period.

## Restoration Criteria

Funds for restoration could be prioritized as follows:

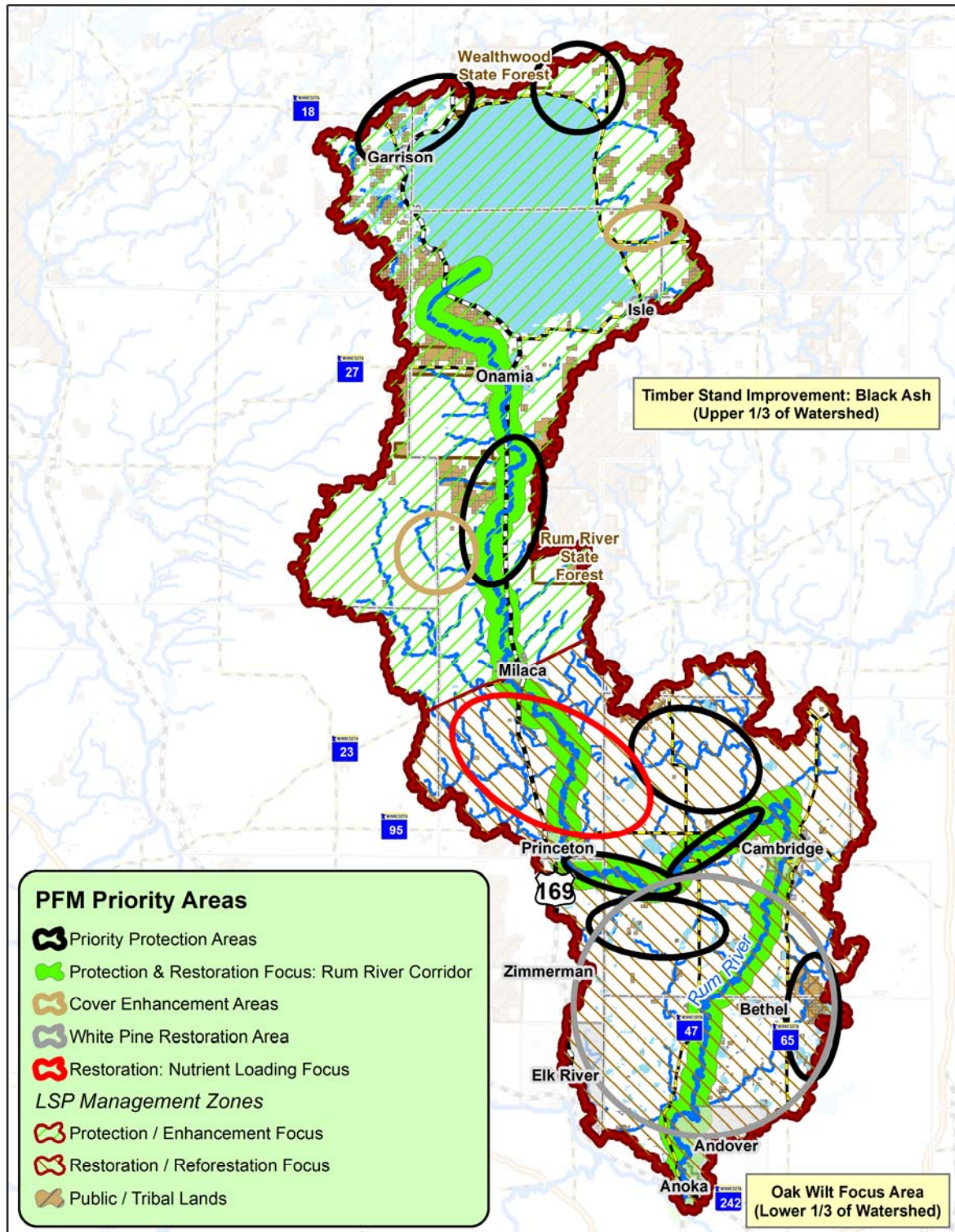
1. NEW EASEMENTS. Restoration of parcels establishing new easements.
2. ALREADY PROTECTED LANDS.
3. ACHIEVEABLE RESTORATION. Restoration can occur within the period that funds are available.
4. PARCELS

**Priority Subwatersheds for Protection.** From Landscape Stewardship Planning meetings. Stakeholders created yellow circles. Subwatersheds intersecting the priority circles are colored green.



Source: David Henkel-Johnson, Landscape Stewardship Plan author. Map by Mitch Brinks.

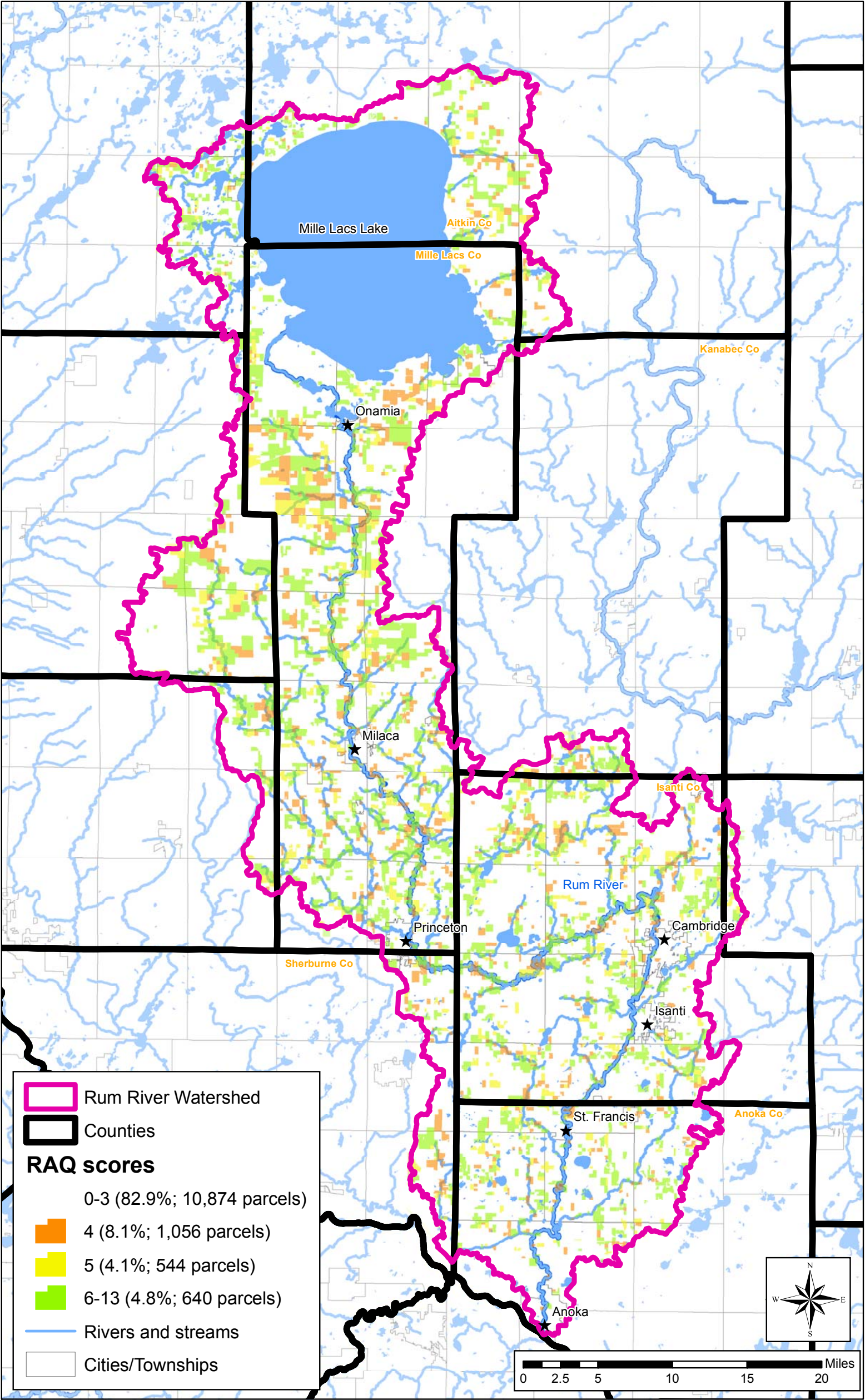
**Priority Subwatersheds for Protection and Restoration.** Includes priority restoration areas from previous map plus restoration areas.



Source: David Henkel-Johnson, Landscape Stewardship Plan author. Map by Mitch Brink

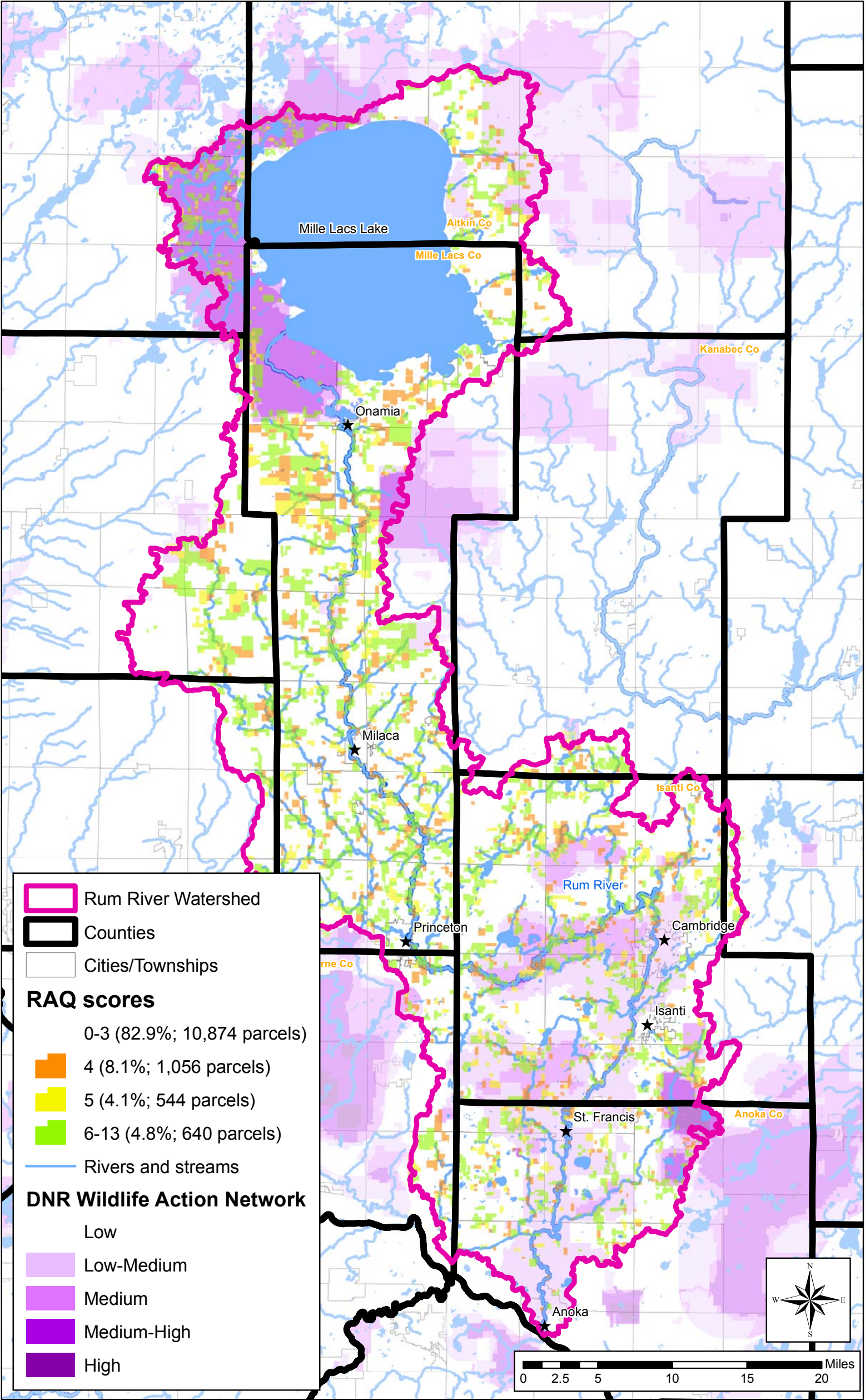


Rum River Watershed RIM Prioritization  
WITH RAQ SCORES ONLY



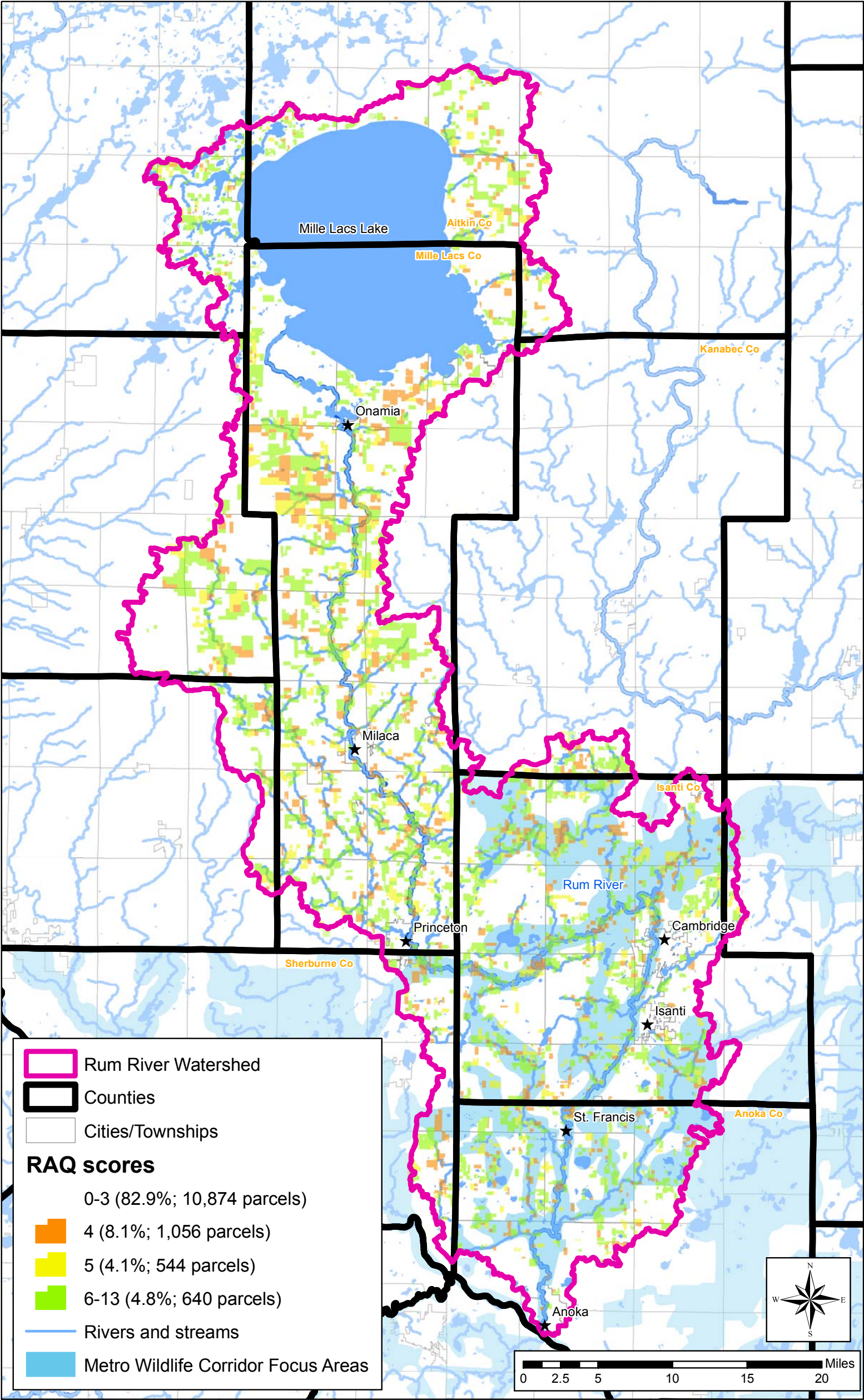


Rum River Watershed RIM Prioritization  
WITH WILDLIFE ACTION NETWORK



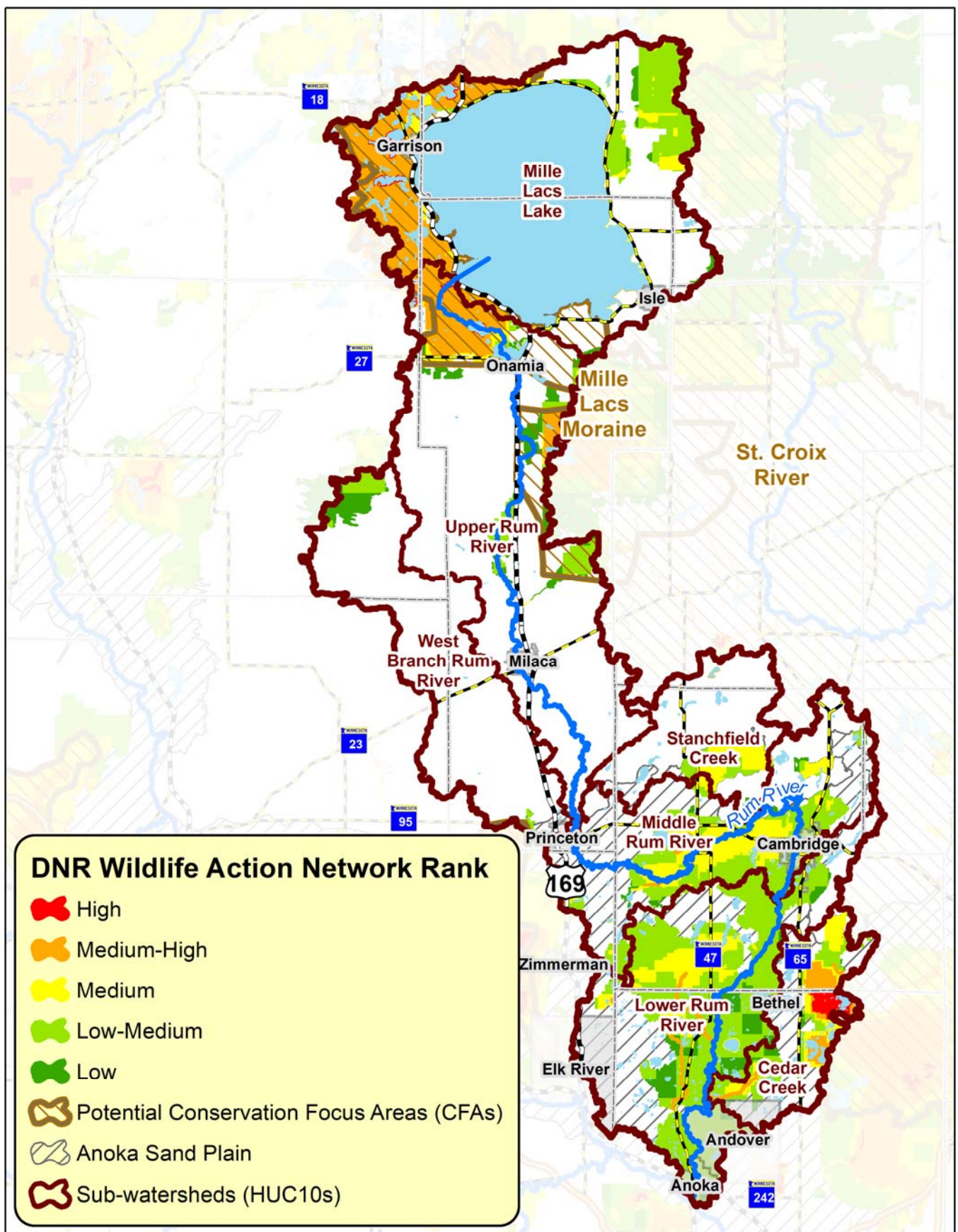


Rum River Watershed RIM Prioritization  
WITH METRO CONSERVATION CORRIDORS



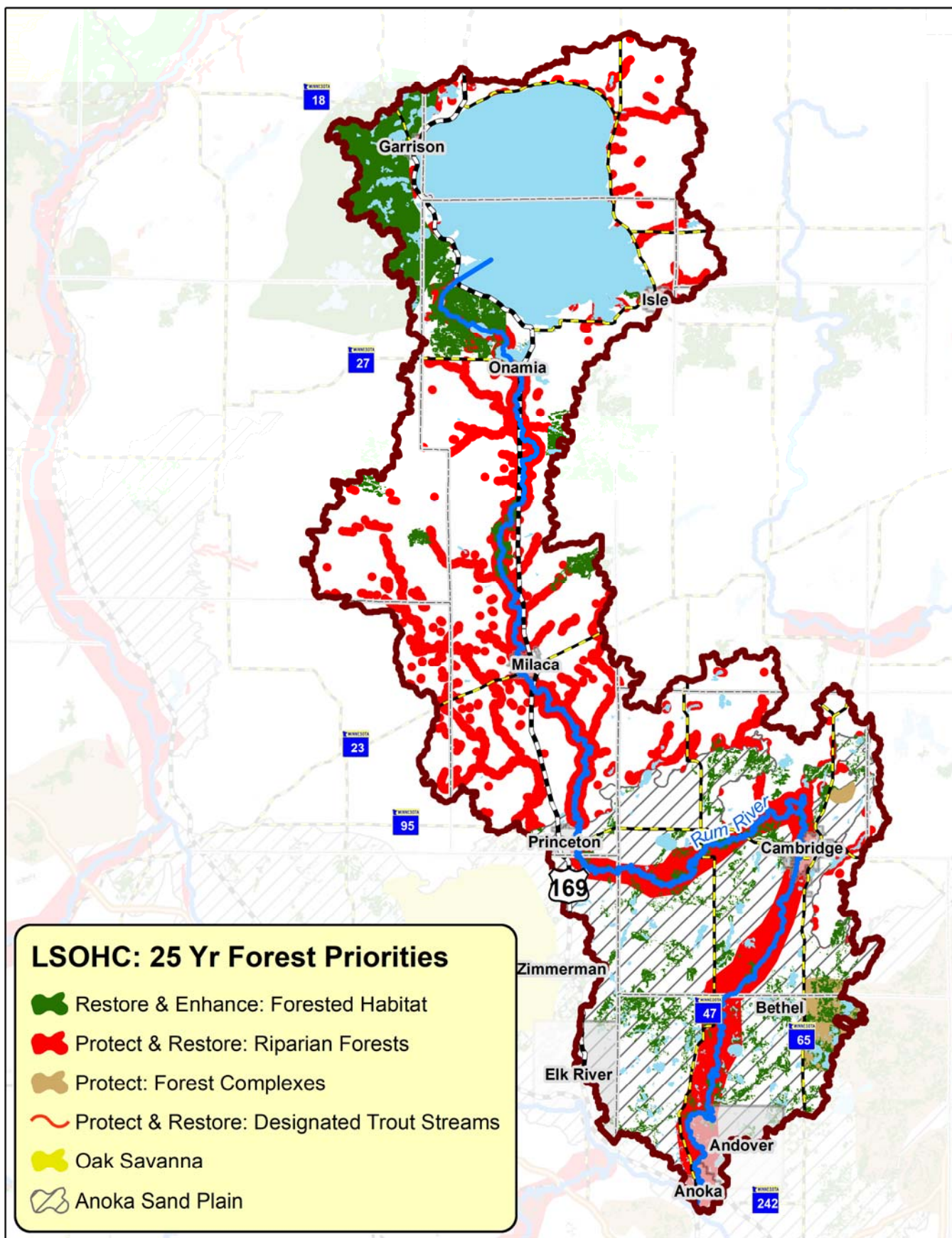
## **SUPPORTING/OTHER MAPS**

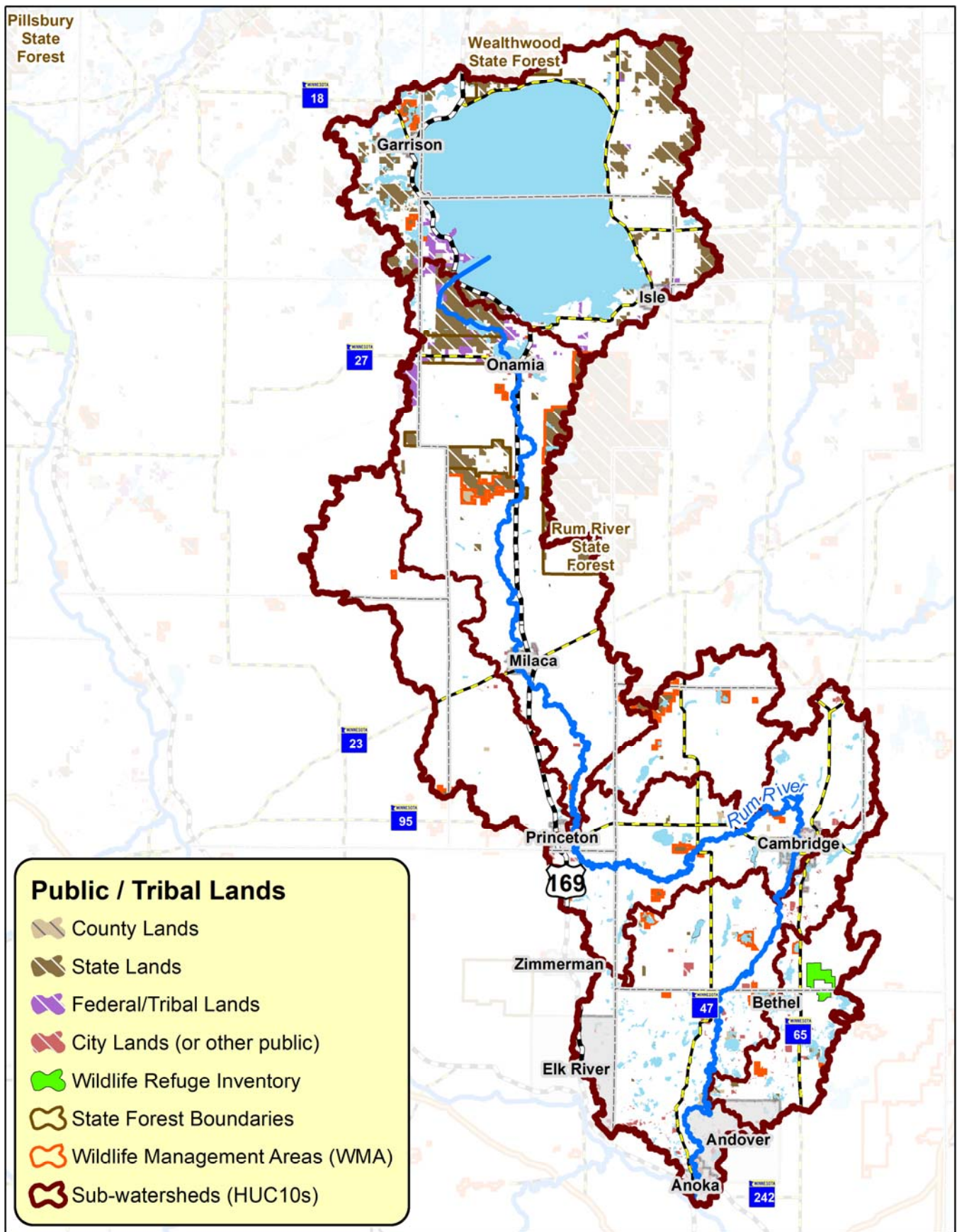




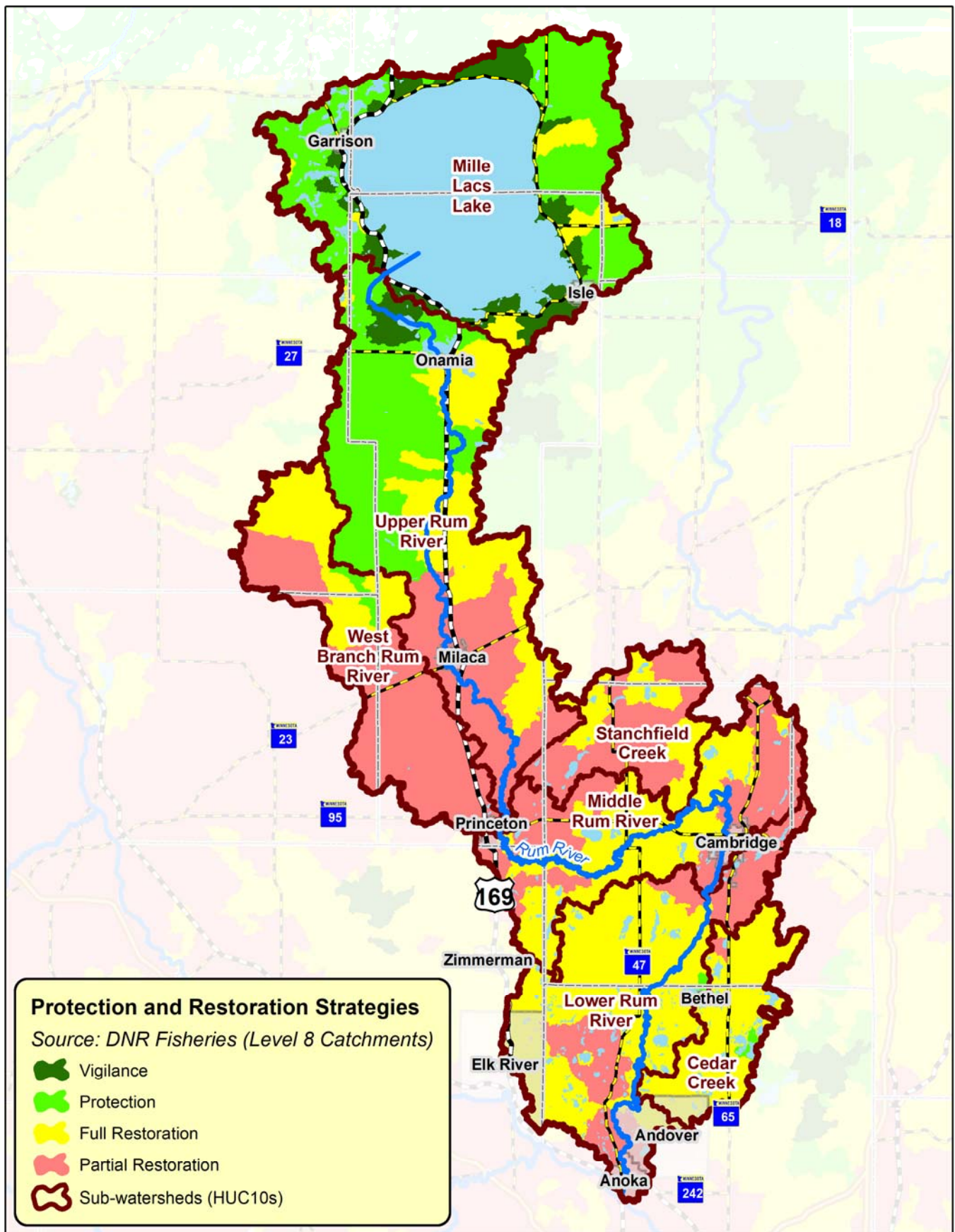
This dataset is heavily weighted by the **Minnesota Land Trust** in their prioritization.

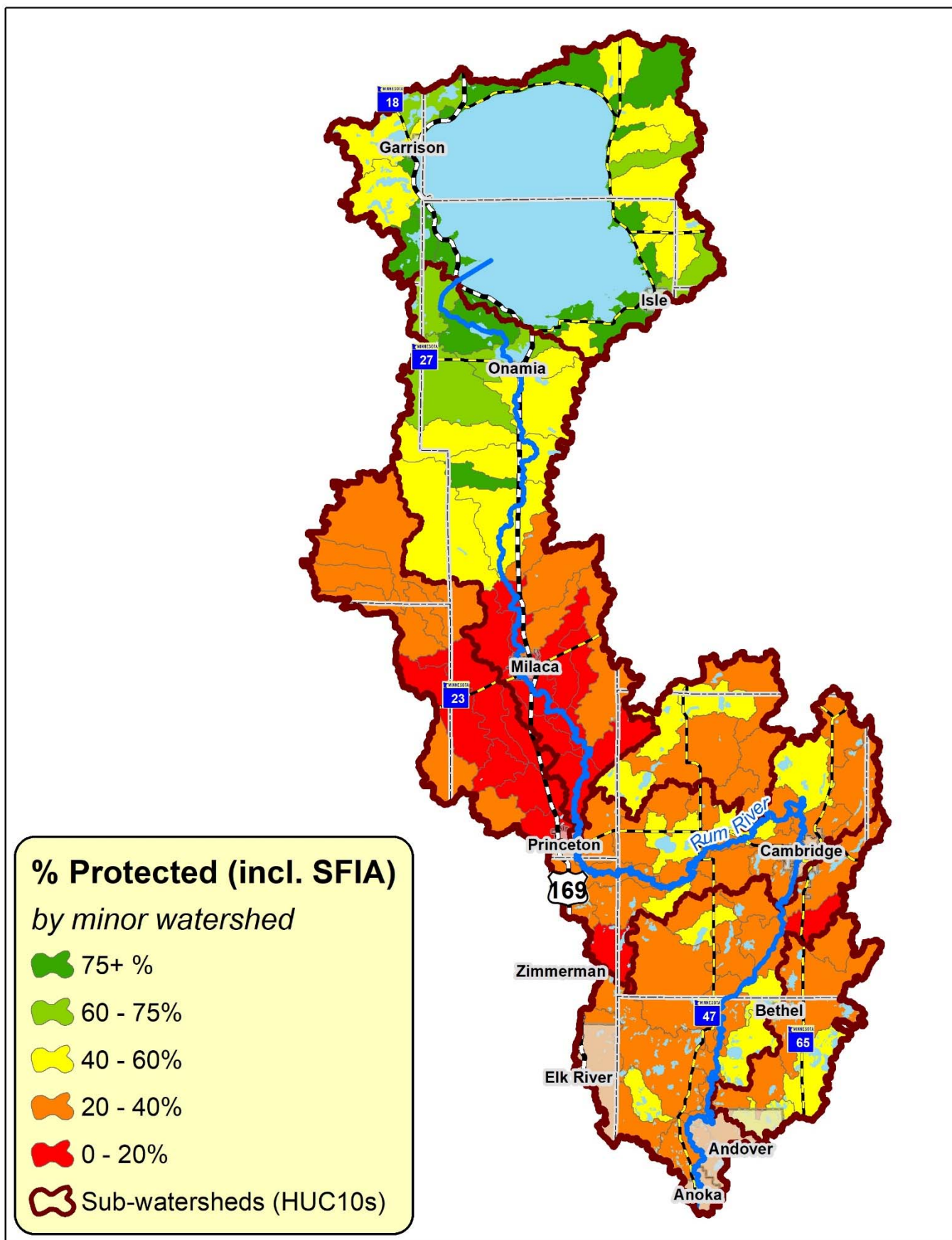


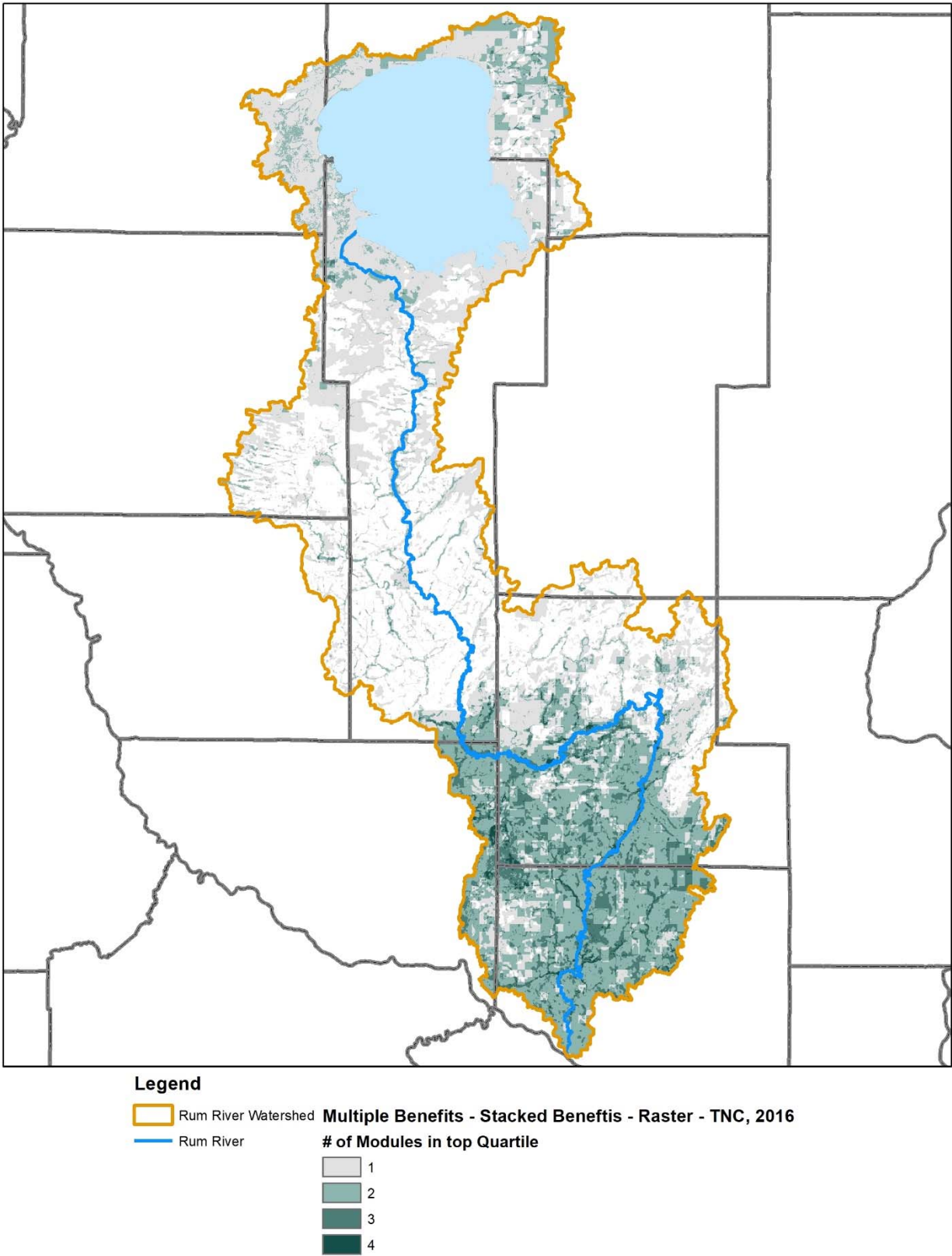




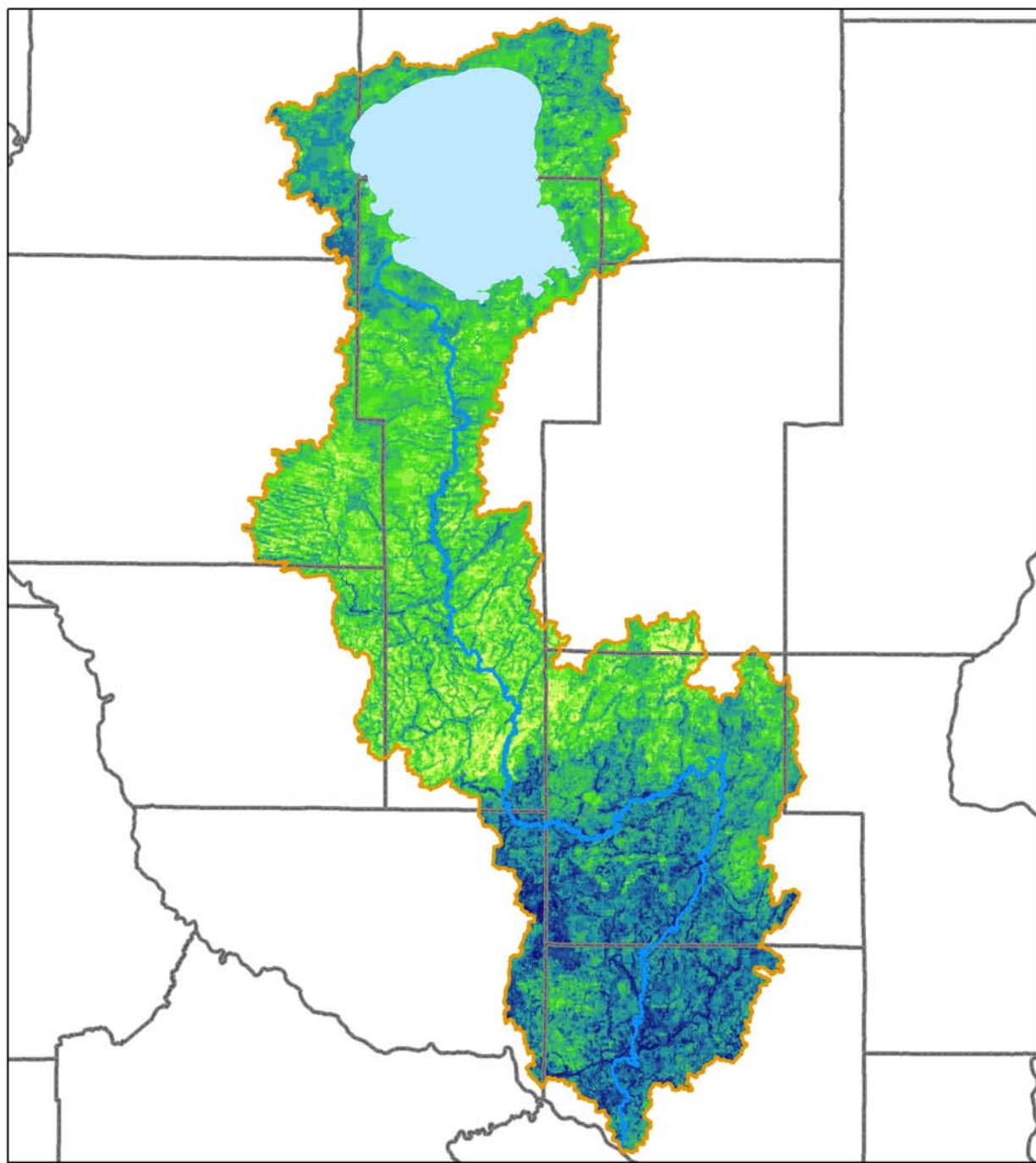












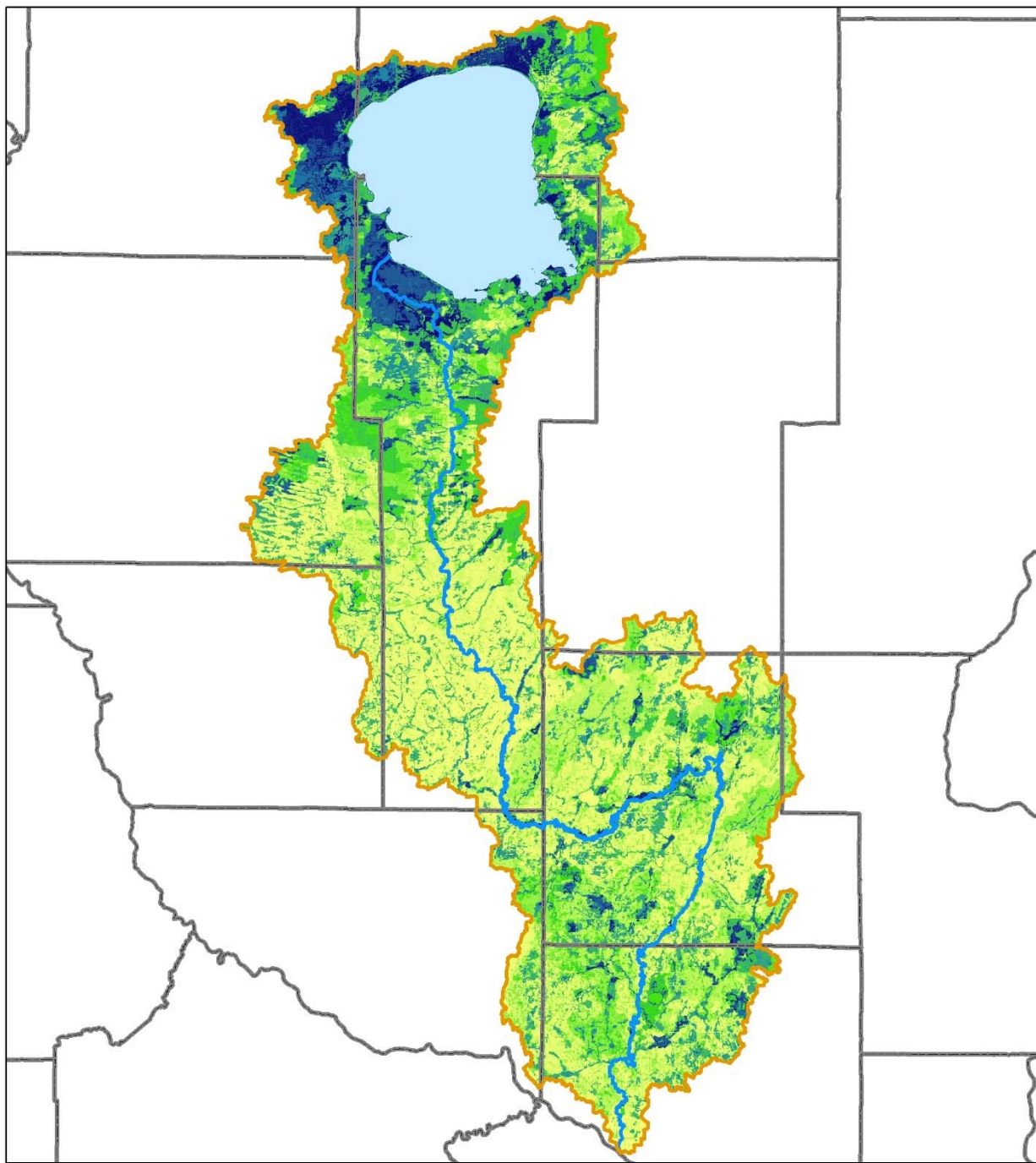
**Legend**

-  Rum River Watershed
-  Rum River

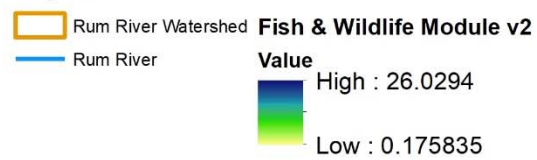
**Multiple Benefits - Quartile Sum - Raster - TNC, 2016**

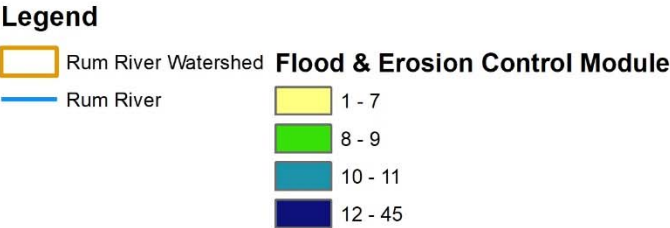
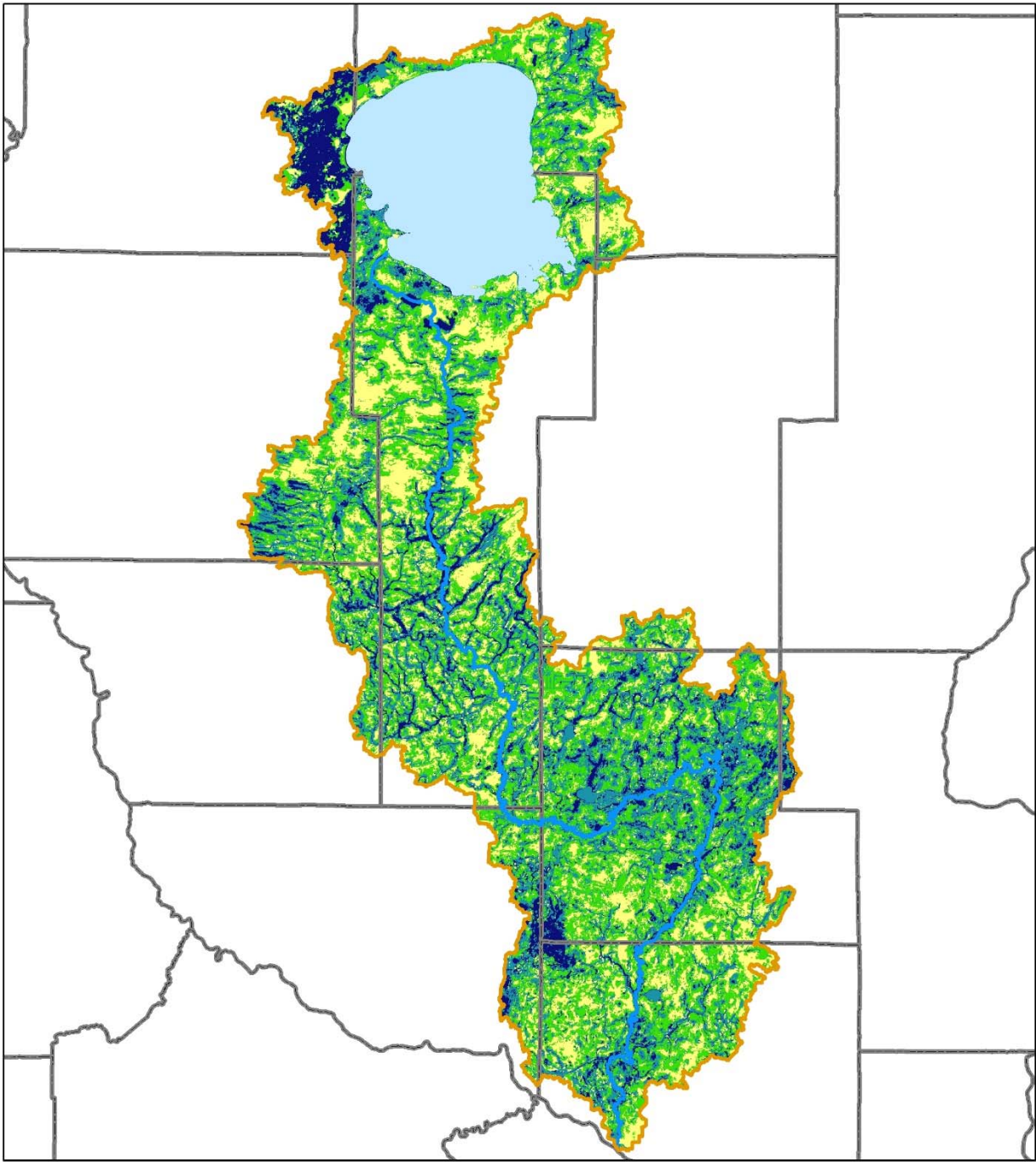
**Value**  
High : 16  
Low : 4

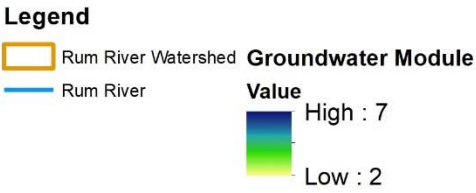
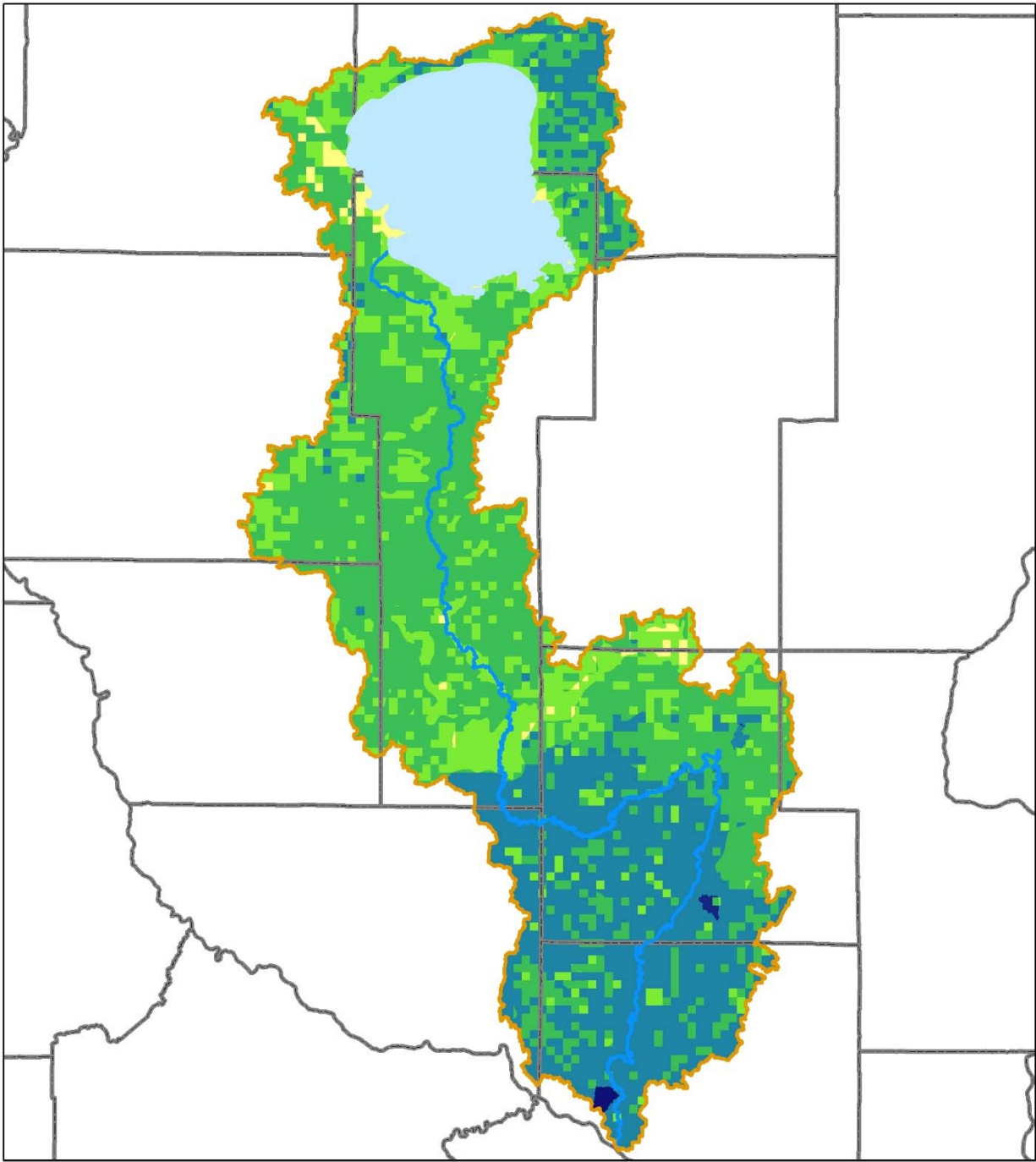


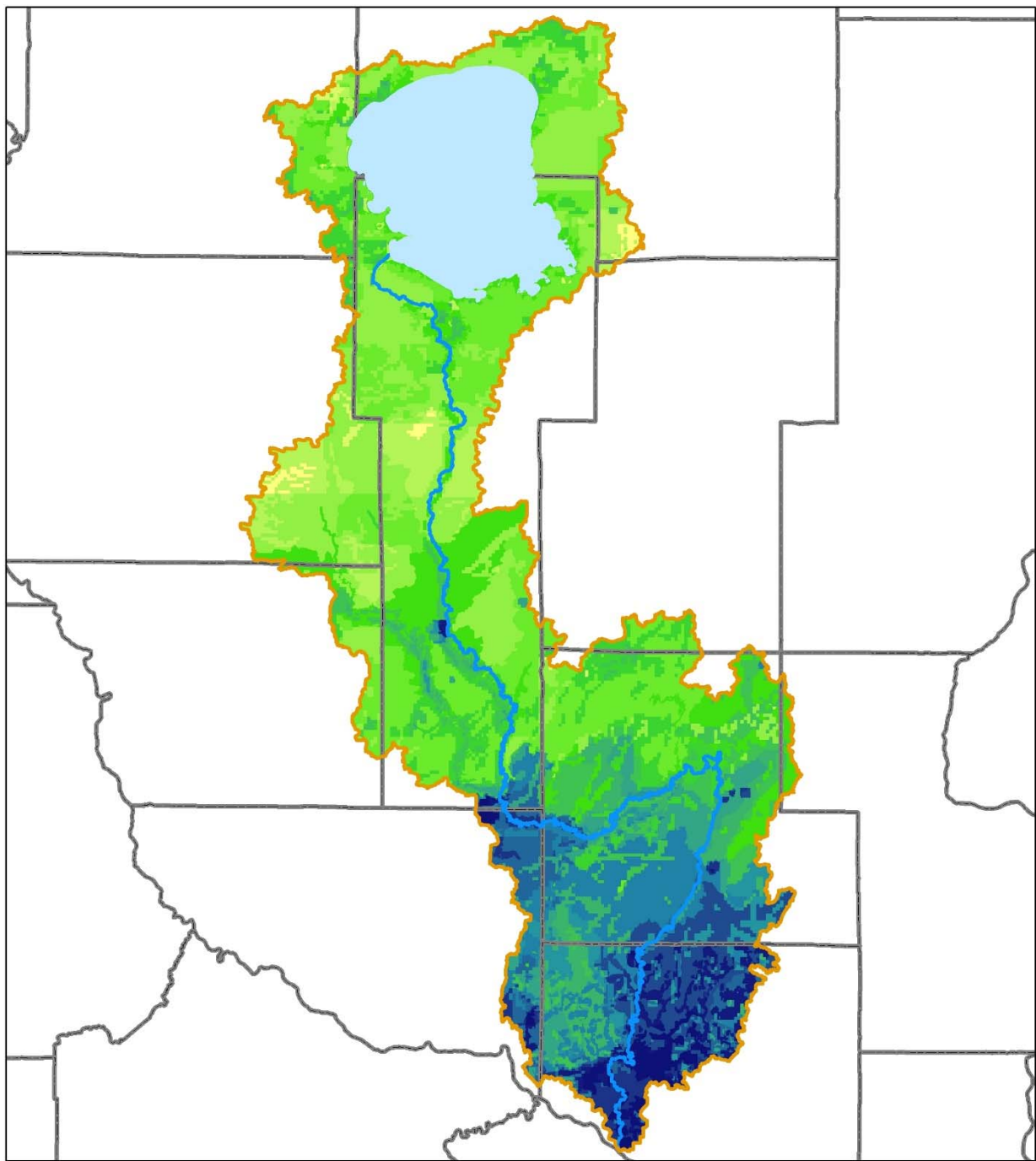


**Legend**









**Legend**

-  Rum River Watershed
-  Rum River

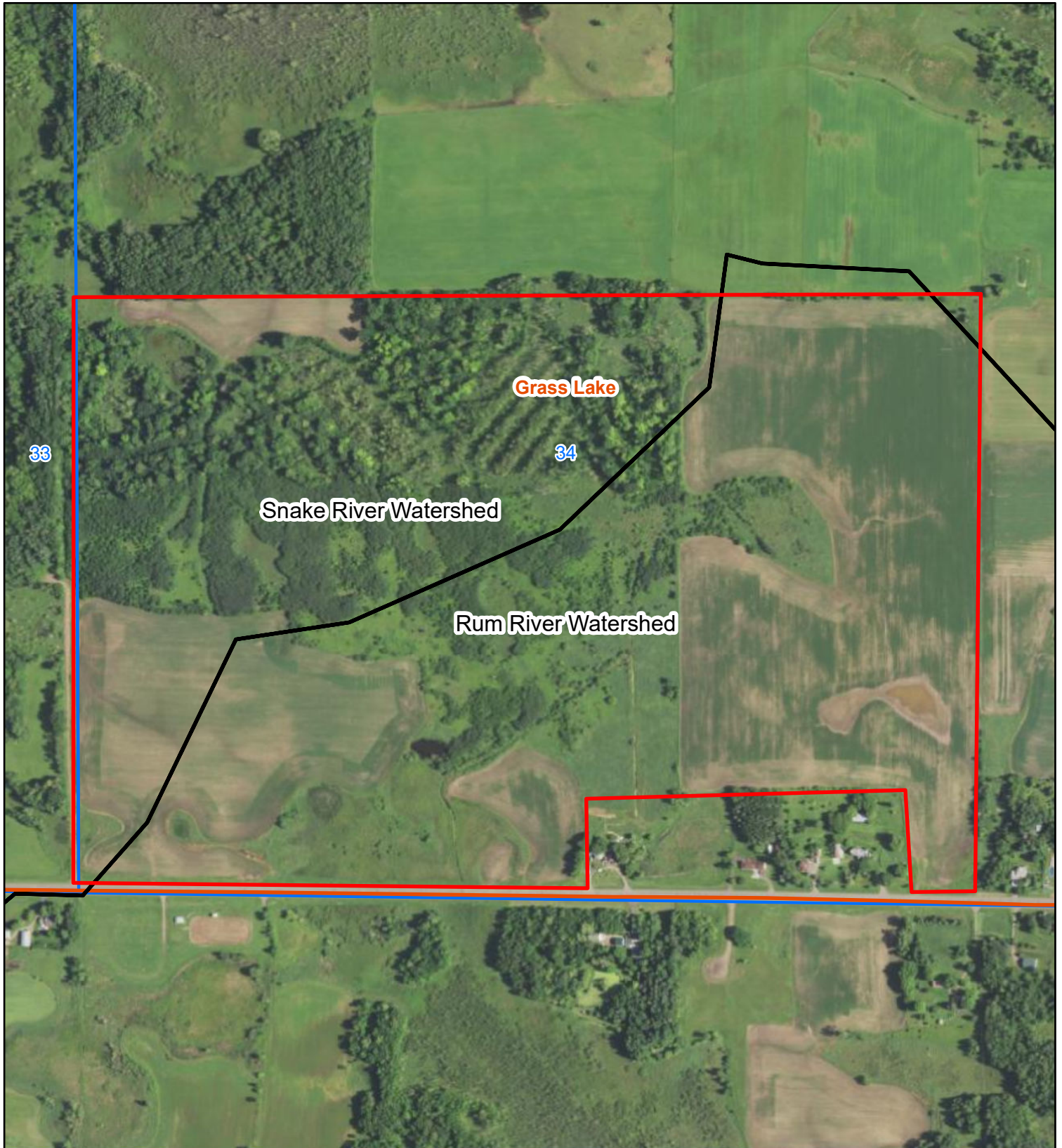
**Drinking Water Module**

**Value**  
High : 28  
Low : 1



Shaun Fiedler Grass Lake 34  
Proposed DNR Land Acquisition

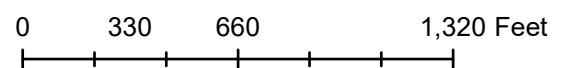
(Reference - 3)



- Fiedler Proposed 228 Acres
- Watershed Boundary
- Townships
- Sections

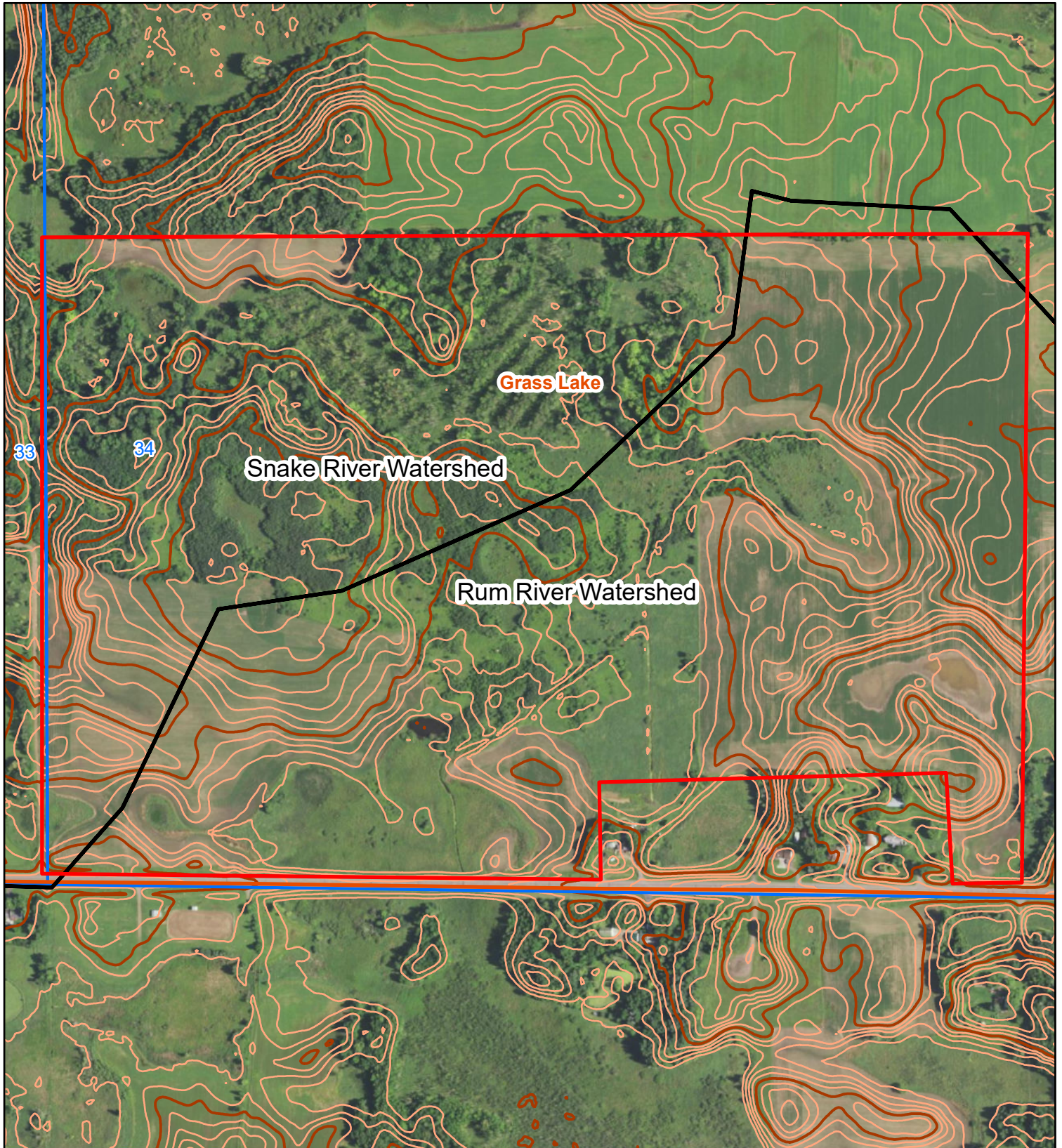
1 inch = 589 feet

1:7,062





# Shaun Fiedler Grass Lake 34 Proposed DNR Land Acquisition

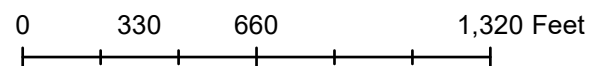


- Fiedler Proposed 228 Acres
- Watershed Boundary
- Townships
- Sections
- 10ft contours
- 2ft contours

Slope Contours (lines 2' apart)

1 inch = 542 feet

1:6,500



### Summary of the Cropland Soils on the Fiedler property (parcel ID 06.02280.00 & 06.02275.50):

- This 228 Acre piece is on the divide between the Snake River and Rum River Watershed, split both ways. The proposed wetland restoration along the southern property line would benefit the Rum River Watershed, which is in need of increase water storage within the system and help alleviate flooding concerns. South of this land, the water flows through a large wooded wetland complex before continuing south into the Rum Watershed Co. ditch system. (Pages 1 & 4)

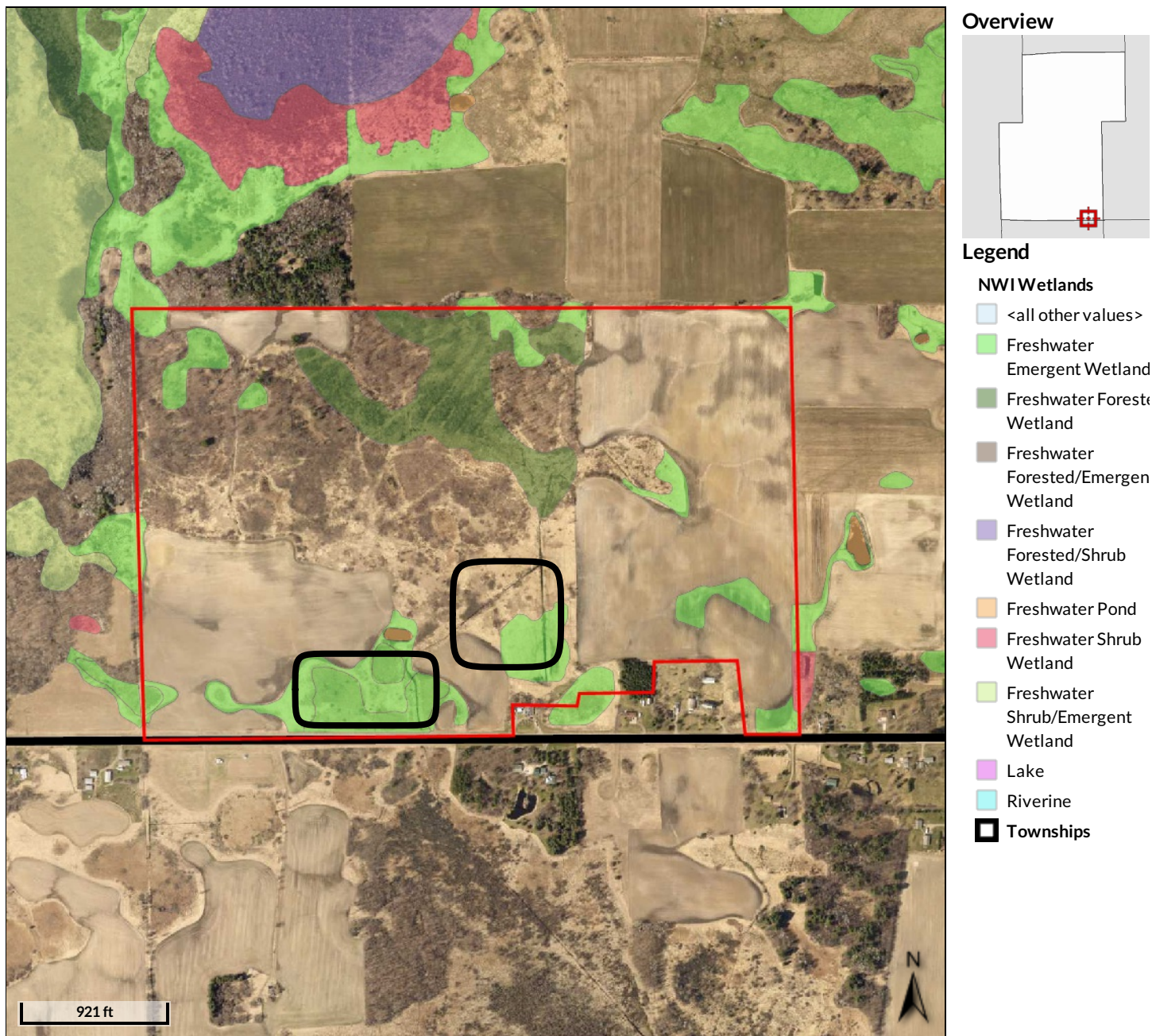
#### Cropland Evaluation:

- General Soils Description: (the two predominant soil units on the cropland)
  - C31B – Grasston silt loam, 2-6% slope
  - C19A – Longsiding-Grasston complex, 0-3% slope

The general description of these two soils are listed as a silt loam texture with a topsoil (A horizon) depth of 9". The soils are listed with an estimated maximum average annual soil erosion rate for wind and water of 5 tons/acre/year. This is considered the average annual allowable and sustainable soil loss per year without affecting crop productivity.
- Cropland Erodibility – according to the USDA, 4 fields (93.9 ac.) are listed as Highly Erodible Land, which requires added conservation measures to ensure allowable erosion standards are met. Only one field (4.5 ac.) is listed as Not Highly Erodible. (Page 2)
- Prime Farmland Classification review – The majority of the cropland on this property is rated as a farmland of statewide importance (not prime farmland). Farmland of statewide importance is cropland described as suitable if warm enough, if drained, if protected from flooding and if not frequently flooded during the growing season. (This rating describes soils that are best suited for the production of food, feed, fiber, forage and oilseed crops.) (Pages 12-16)
- Land Capability (for field crops): This rating is based on the soil's characteristics as suitability for most kinds of field crops. The majority of the cropland on Fiedler's property falls into class 2 – designated as having moderate limitations that reduce the choice of plants (crops) or that require moderate conservation practices. (This is a rating of 1-8 with a class 1 soil as having the least restrictions to grow most field crops.) (Pages 5-8)
- Crop Productivity Index (CPI) – The CPI rating for the majority of the cropland on this property is rated at 88-84. (This rating is a scale of 0-100, with the higher numbers indicative of higher crop production potential.) A rating of 100 would be some of the most productive soils in the state with corn crop yield in excess of 200+ #/ac. (Pages 9-11)



## Shaun Fiedler Proposed DNR Land Acquisition (Wetlands)



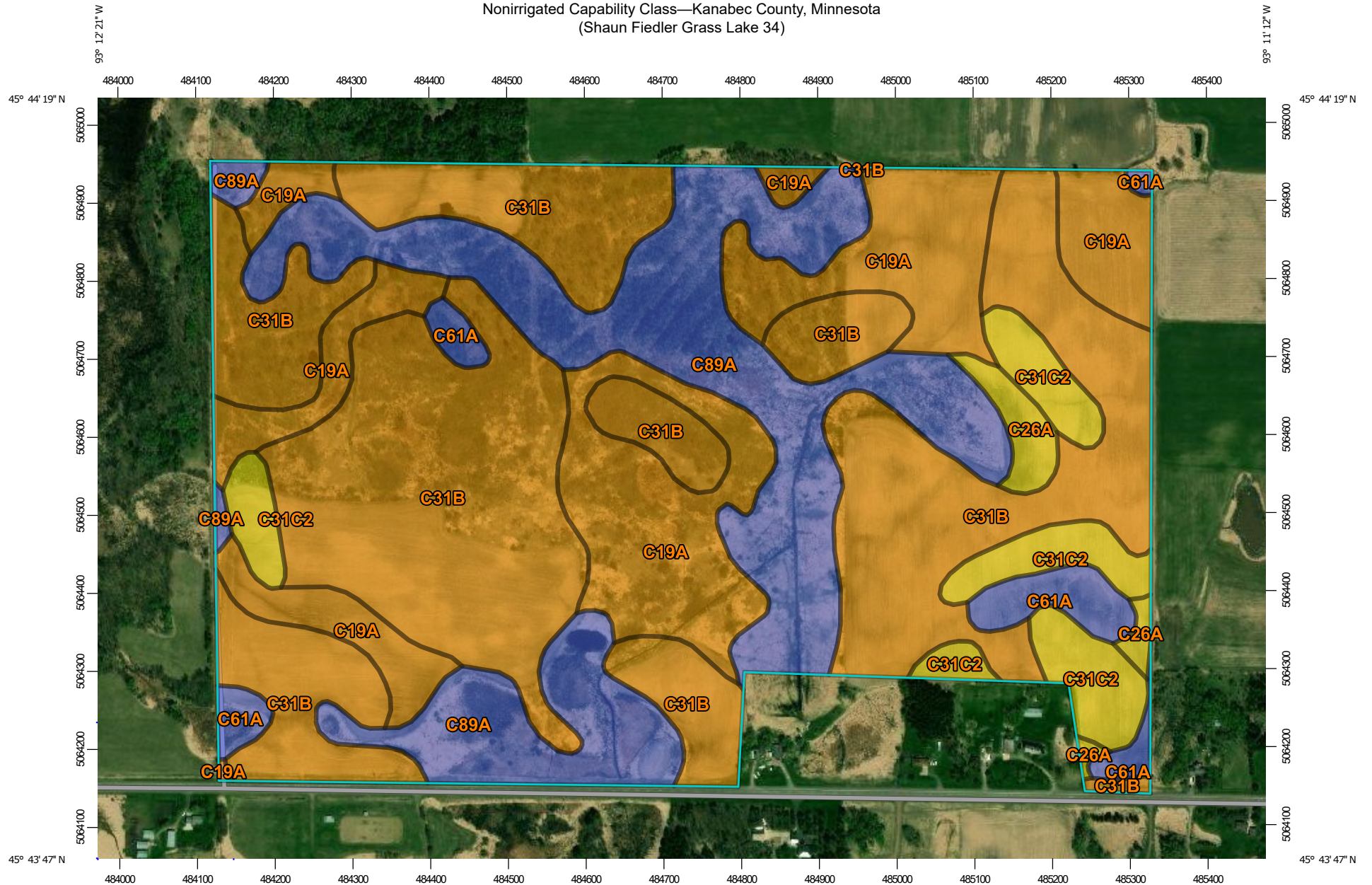
Date created: 1/6/2021  
Last Data Uploaded: 1/6/2021 4:25:53 AM

Developed by  **Schneider**  
GEOSPATIAL

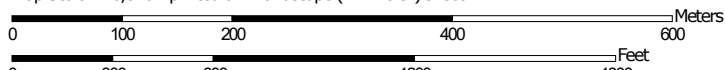
Circled Boxes - Areas for Potential Wetland Restoration



Nonirrigated Capability Class—Kanabec County, Minnesota  
(Shaun Fiedler Grass Lake 34)



Map Scale: 1:6,870 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 15N WGS84



Natural Resources  
Conservation Service


Web Soil Survey  
National Cooperative Soil Survey

12/29/2020  
Page 1 of 5

Nonirrigated Capability Class—Kanabec County, Minnesota  
(Shaun Fiedler Grass Lake 34)










## MAP LEGEND

### Area of Interest (AOI)










 Area of Interest (AOI)

### Soils



#### Soil Rating Polygons








 Capability Class - I  
 Capability Class - II  
 Capability Class - III  
 Capability Class - IV  
 Capability Class - V  
 Capability Class - VI  
 Capability Class - VII  
 Capability Class - VIII  
 Not rated or not available

#### Soil Rating Lines


 Capability Class - I  
 Capability Class - II  
 Capability Class - III  
 Capability Class - IV  
 Capability Class - V  
 Capability Class - VI  
 Capability Class - VII  
 Capability Class - VIII  
 Not rated or not available

#### Soil Rating Points






 Capability Class - I  
 Capability Class - II

 Capability Class - III  
 Capability Class - IV  
 Capability Class - V  
 Capability Class - VI  
 Capability Class - VII  
 Capability Class - VIII  
 Not rated or not available

### Water Features

 Streams and Canals

### Transportation

 Rails  
 Interstate Highways  
 US Routes  
 Major Roads  
 Local Roads

### Background

 Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Kanabec County, Minnesota

Survey Area Data: Version 15, Jun 4, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 22, 2015—Jul 13, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Nonirrigated Capability Class

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
C19A	Longsiding-Grasston complex, 0 to 3 percent slopes	2	44.7	20.1%
C26A	Foglake silt loam, 0 to 2 percent slopes	3	3.3	1.5%
C31B	Grasston silt loam, 2 to 6 percent slopes	2	103.0	46.3%
C31C2	Grasston silt loam, 6 to 12 percent slopes, eroded	3	13.9	6.2%
C61A	Cathro and Hassman soils, depressional, 0 to 1 percent slopes	7	6.6	3.0%
C89A	Cathro (Grasston catena) and Seelyville soils, depressional, 0 to 1 percent slopes	7	51.1	23.0%
<b>Totals for Area of Interest</b>			<b>222.6</b>	<b>100.0%</b>

## Description

Land capability classification shows, in a general way, the suitability of soils for most kinds of field crops. Crops that require special management are excluded. The soils are grouped according to their limitations for field crops, the risk of damage if they are used for crops, and the way they respond to management. The criteria used in grouping the soils do not include major and generally expensive landforming that would change slope, depth, or other characteristics of the soils, nor do they include possible but unlikely major reclamation projects. Capability classification is not a substitute for interpretations that show suitability and limitations of groups of soils for rangeland, for woodland, or for engineering purposes.

In the capability system, soils are generally grouped at three levels—capability class, subclass, and unit. Only class and subclass are included in this data set.

Capability classes, the broadest groups, are designated by the numbers 1 through 8. The numbers indicate progressively greater limitations and narrower choices for practical use. The classes are defined as follows:

Class 1 soils have few limitations that restrict their use.

Class 2 soils have moderate limitations that reduce the choice of plants or that require moderate conservation practices.

Class 3 soils have severe limitations that reduce the choice of plants or that require special conservation practices, or both.

Class 4 soils have very severe limitations that reduce the choice of plants or that require very careful management, or both.

Class 5 soils are subject to little or no erosion but have other limitations, impractical to remove, that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

Class 6 soils have severe limitations that make them generally unsuitable for cultivation and that restrict their use mainly to pasture, rangeland, forestland, or wildlife habitat.

Class 7 soils have very severe limitations that make them unsuitable for cultivation and that restrict their use mainly to grazing, forestland, or wildlife habitat.

Class 8 soils and miscellaneous areas have limitations that preclude commercial plant production and that restrict their use to recreational purposes, wildlife habitat, watershed, or esthetic purposes.

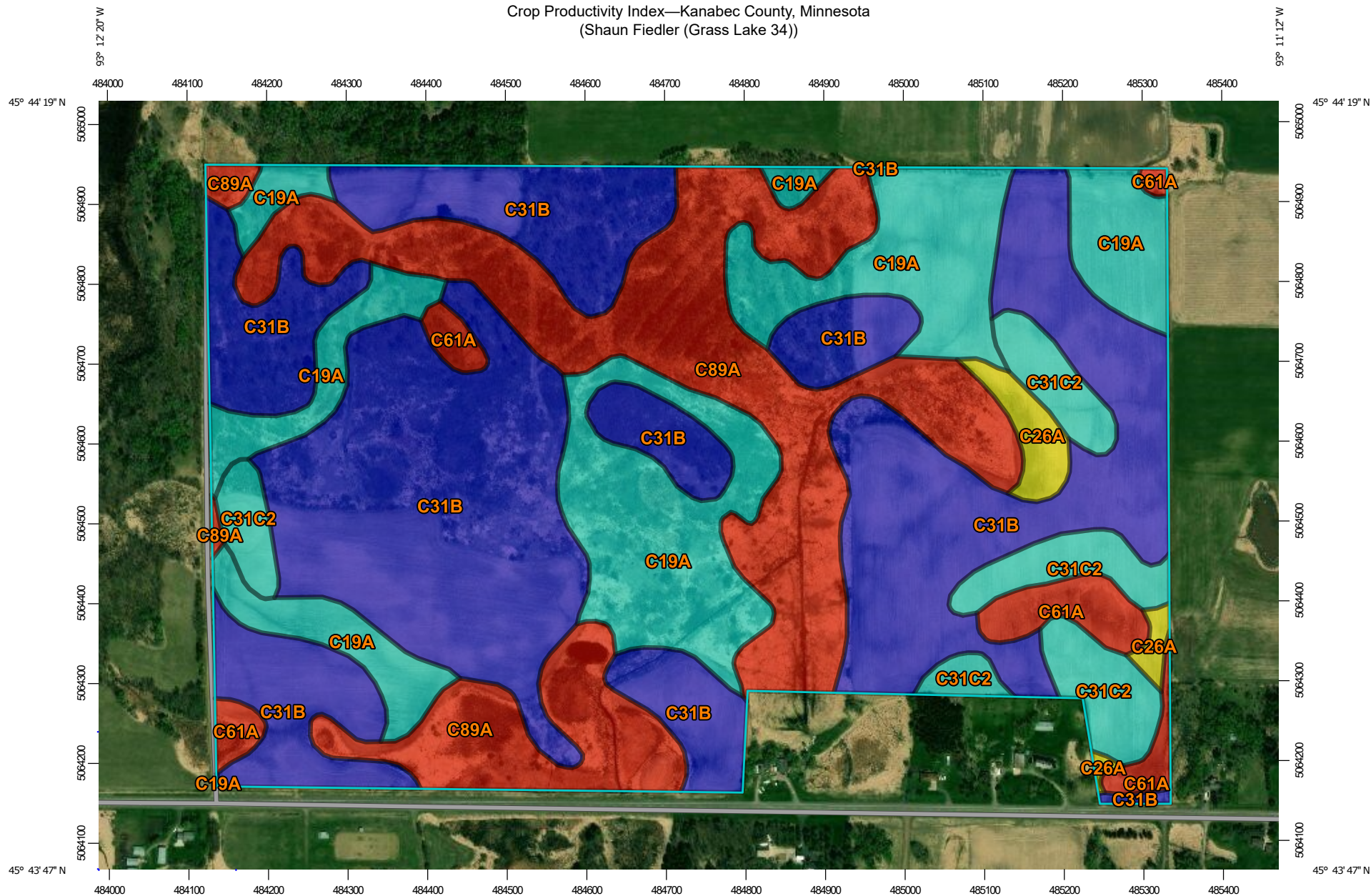
## Rating Options

*Aggregation Method:* Dominant Condition

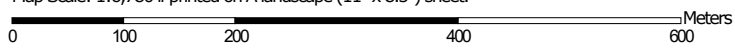
*Component Percent Cutoff:* None Specified



Crop Productivity Index—Kanabec County, Minnesota  
(Shaun Fiedler (Grass Lake 34))



Map Scale: 1:6,780 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 15N WGS84



Natural Resources  
Conservation Service


Web Soil Survey  
National Cooperative Soil Survey

12/15/2020  
Page 1 of 4








## MAP LEGEND

### Area of Interest (AOI)






 Area of Interest (AOI)

### Soils






#### Soil Rating Polygons

 ≤ 5  
 > 5 and ≤ 71  
 > 71 and ≤ 84  
 > 84 and ≤ 88  
 Not rated or not available


#### Soil Rating Lines

 ≤ 5  
 > 5 and ≤ 71  
 > 71 and ≤ 84  
 > 84 and ≤ 88  
 Not rated or not available

#### Soil Rating Points





 ≤ 5  
 > 5 and ≤ 71  
 > 71 and ≤ 84  
 > 84 and ≤ 88  
 Not rated or not available

### Water Features

 Streams and Canals

### Transportation

 Rails  
 Interstate Highways

 US Routes  
 Major Roads  
 Local Roads  
**Background**  
 Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Kanabec County, Minnesota  
 Survey Area Data: Version 15, Jun 4, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 22, 2015—Jul 13, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Crop Productivity Index

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
C19A	Longsiding-Grasston complex, 0 to 3 percent slopes	84	44.6	20.2%
C26A	Foglake silt loam, 0 to 2 percent slopes	71	3.3	1.5%
C31B	Grasston silt loam, 2 to 6 percent slopes	88	101.7	46.1%
C31C2	Grasston silt loam, 6 to 12 percent slopes, eroded	84	14.1	6.4%
C61A	Cathro and Hassman soils, depressional, 0 to 1 percent slopes	5	6.8	3.1%
C89A	Cathro (Grasston catena) and Seelyeville soils, depressional, 0 to 1 percent slopes	5	50.1	22.7%
<b>Totals for Area of Interest</b>			<b>220.6</b>	<b>100.0%</b>

## Description

Crop productivity index ratings provide a relative ranking of soils based on their potential for intensive crop production. An index can be used to rate the potential yield of one soil against that of another over a period of time. Ratings range from 0 to 100. The higher numbers indicate higher production potential. The rating is not crop specific. Minnesota inquiries must use the 'Map Unit Cropland Productivity Report (MN)' soils report from the Soil Reports tab under 'Vegetative Productivity'.

When the soils are rated, the following assumptions are made: a) adequate management, b) natural weather conditions (no irrigation), c) artificial drainage where required, d) no frequent flooding on the lower lying soils, and e) no land leveling or terracing. Even though predicted average yields will change with time, the productivity indices are expected to remain relatively constant in relation to one another over time.

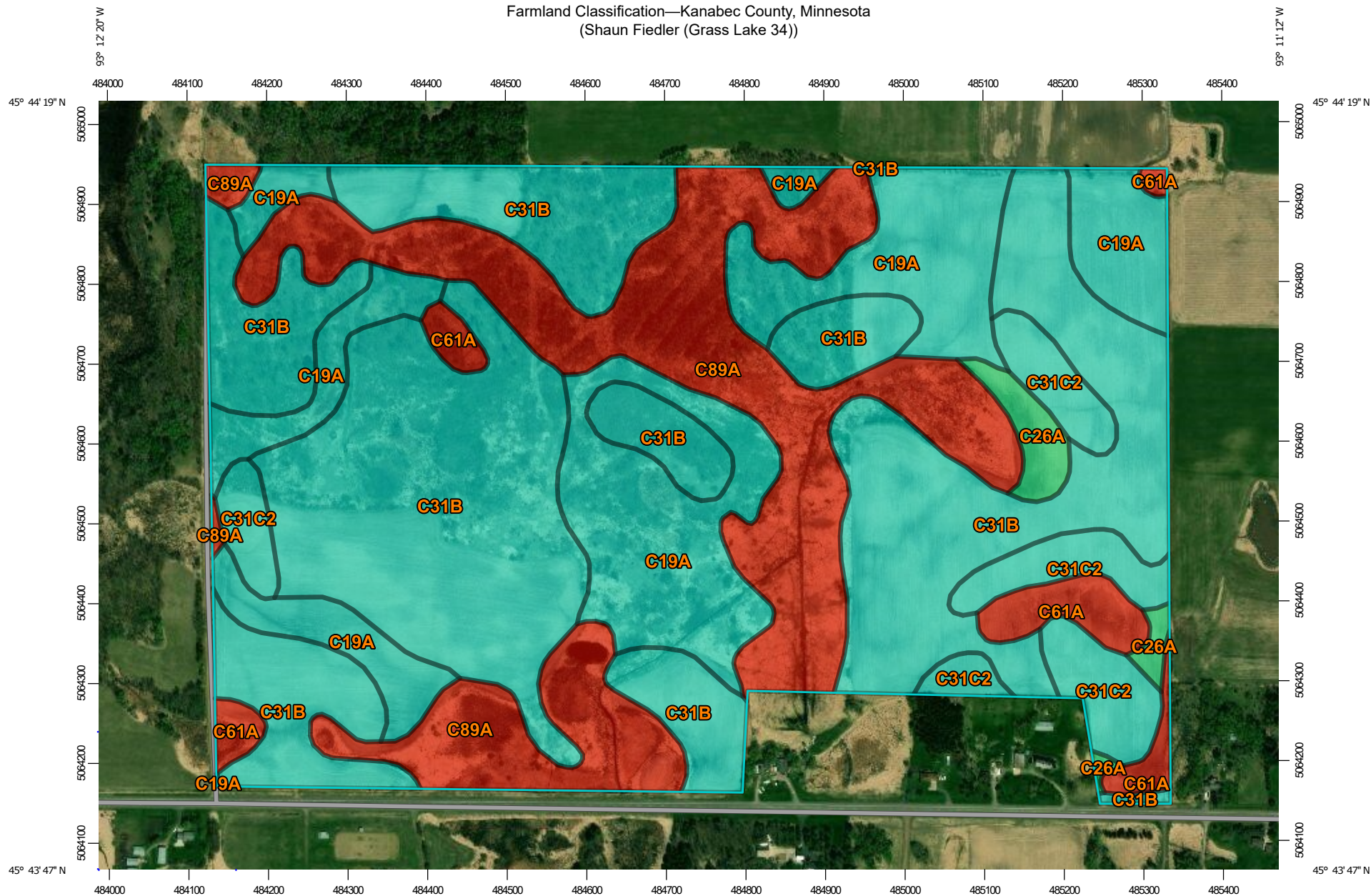
## Rating Options

*Aggregation Method:* Weighted Average

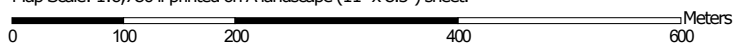
*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

Farmland Classification—Kanabec County, Minnesota  
(Shaun Fiedler (Grass Lake 34))



Map Scale: 1:6,780 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge ticks: UTM Zone 15N WGS84



Natural Resources  
Conservation Service


Web Soil Survey  
National Cooperative Soil Survey

12/15/2020  
Page 1 of 5

Farmland Classification—Kanabec County, Minnesota  
(Shaun Fiedler (Grass Lake 34))









## MAP LEGEND








### Area of Interest (AOI)






 Area of Interest (AOI)








### Soils



#### Soil Rating Polygons

-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season









-  Prime farmland if subsoiled, completely removing the root inhibiting soil layer
-  Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
-  Prime farmland if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance
-  Farmland of statewide importance, if drained
-  Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if irrigated

-  Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if irrigated and drained
-  Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer
-  Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60

-  Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if warm enough
-  Farmland of statewide importance, if thawed
-  Farmland of local importance
-  Farmland of local importance, if irrigated

-  Farmland of unique importance
-  Not rated or not available

### Soil Rating Lines









-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season



Farmland Classification—Kanabec County, Minnesota  
(Shaun Fiedler (Grass Lake 34))

	Prime farmland if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium		Farmland of unique importance		Prime farmland if subsoiled, completely removing the root inhibiting soil layer
	Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of statewide importance, if irrigated and drained		Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season	<b>Soil Rating Points</b>			Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
	Prime farmland if irrigated and reclaimed of excess salts and sodium		Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season		Not prime farmland		Prime farmland if irrigated and reclaimed of excess salts and sodium
	Farmland of statewide importance		Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if warm enough		Prime farmland if protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance
	Farmland of statewide importance, if drained		Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of statewide importance, if thawed		Prime farmland if irrigated		Farmland of statewide importance, if drained
	Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season				Farmland of local importance		Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
	Farmland of statewide importance, if irrigated				Farmland of local importance, if irrigated		Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated

Farmland Classification—Kanabec County, Minnesota  
(Shaun Fiedler (Grass Lake 34))

<p> Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season</p> <p> Farmland of statewide importance, if irrigated and drained</p> <p> Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season</p> <p> Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer</p> <p> Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60</p>	<p> Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium</p> <p> Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season</p> <p> Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season</p> <p> Farmland of statewide importance, if warm enough</p> <p> Farmland of statewide importance, if thawed</p> <p> Farmland of local importance</p> <p> Farmland of local importance, if irrigated</p>	<p> Farmland of unique importance</p> <p> Not rated or not available</p> <p><b>Water Features</b></p> <p> Streams and Canals</p> <p><b>Transportation</b></p> <p> Rails</p> <p> Interstate Highways</p> <p> US Routes</p> <p> Major Roads</p> <p> Local Roads</p> <p><b>Background</b></p> <p> Aerial Photography</p>	<p>The soil surveys that comprise your AOI were mapped at 1:12,000.</p> <p>Please rely on the bar scale on each map sheet for map measurements.</p> <p>Source of Map: Natural Resources Conservation Service Web Soil Survey URL: Coordinate System: Web Mercator (EPSG:3857)</p> <p>Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.</p> <p>This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.</p> <p>Soil Survey Area: Kanabec County, Minnesota Survey Area Data: Version 15, Jun 4, 2020</p> <p>Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.</p> <p>Date(s) aerial images were photographed: May 22, 2015—Jul 13, 2017</p> <p>The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.</p>
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## Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
C19A	Longsiding-Grasston complex, 0 to 3 percent slopes	Farmland of statewide importance	44.6	20.2%
C26A	Foglake silt loam, 0 to 2 percent slopes	Prime farmland if drained	3.3	1.5%
C31B	Grasston silt loam, 2 to 6 percent slopes	Farmland of statewide importance	101.7	46.1%
C31C2	Grasston silt loam, 6 to 12 percent slopes, eroded	Farmland of statewide importance	14.1	6.4%
C61A	Cathro and Hassman soils, depression, 0 to 1 percent slopes	Not prime farmland	6.8	3.1%
C89A	Cathro (Grasston catena) and Seelyville soils, depression, 0 to 1 percent slopes	Not prime farmland	50.1	22.7%
<b>Totals for Area of Interest</b>			<b>220.6</b>	<b>100.0%</b>

## Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

## Rating Options

*Aggregation Method:* No Aggregation Necessary

*Tie-break Rule:* Lower

# 11:30am Appointment

February 2, 2021

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## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Request to Use County Equipment for Ski Race	<b>b. Origination:</b> Vasaloppet USA
<b>c. Estimated time:</b> 10 minutes	<b>d. Presenter(s):</b> Vasaloppet USA Representatives

**e. Board action requested:**

Consider the request for a donation of county equipment use for the Vasaloppet Ski Race.

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**f. Background:**

Supporting Documents: None ☒ Attached:

<b>Date received in County Coordinators Office:</b>
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**Coordinators Comments:**



**February 2, 2021**  
**Appointment Agenda of**  
**Chad T. Gramentz, PE**  
**Public Works Director**

- |                                   |                          |
|-----------------------------------|--------------------------|
| 1. Final Payment KCP 20-10        | Resolution #1 (02-02-21) |
| 2. Bridge Design Services         | Resolution #2 (02-02-21) |
| 3. Forfeiture Property            |                          |
| 4. State Aid Apportionment Update |                          |

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**Resolution #1 (2-2-21)**  
**Final Payment KCP 20-10**  
**Traffic Striping**

WHEREAS the county-wide striping project, KCP 20-10 has in all things been completed and in accordance with the contract and the County Board being fully advised in the premises, and

THEREFORE BE IT RESOLVED that we do hereby accept said project for and on behalf of the County of Kanabec and authorize final payment to Traffic Marking Services, in the amount of \$7,818.21.

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**Resolution #2 (2-2-21)**  
**Bridge Design Services**

WHEREAS Kanabec County wishes to seek funding and make plans for the replacement for the following bridges: 33507, 33508, and L2576, and

WHEREAS Widseth provided the following quotes for professional engineering services:

<u>Bridge No.</u>	<u>Base Services</u>
33507	\$35,440
33508	\$35,440
L2576	\$24,540
Total	\$95,420

THEREFORE BE IT RESOLVED to accept the professional engineering quotes by Widseth of \$35,440, \$35,440, and \$24,540 for Bridges 33507, 33508, and LL2576, respectively, and

BE IT FURTHER RESOLVED to authorize the Public Works Director to sign the agreements.

**CONFIRMATION OF REQUEST  
FOR  
ENGINEERING SERVICES**

**Alexandria**610 Fillmore Street  
Alexandria MN 56308

320.762.8149

Alexandria@Widseth.com

Widseth.com

**CLIENT:** Kanabec County Public Works**LOCATION:** Mora, Minnesota**SERVICE REQUESTED BY:** Chad Gramentz PE**DATE:** January 18, 2021**PROJECT:** Replacement of Kanabec County Bridge 33507

**DESCRIPTION OF WORK INVOLVED:** Prepare hydraulic analysis and bridge replacement plans and supporting documents as outlined in the attached Work Plan/Cost estimate for replacement of County Bridge 33507 on CSAH 6 over Ann River. Both box culverts and span bridge options will be investigated and reviewed with the County, it is anticipated a span bridge will be required. Preliminary and Final Bridge and Approach Plans will be submitted to Kanabec County and District State Aid for review and comments.

**ESTIMATED ENGINEERING COSTS:**

Bridge Replacement Plans

**WSN LABOR & EXPENSES**

\$35,440.00

See attached Work Plan/Cost Estimate for breakdown of costs. Costs do not include Geotechnical Report and Asbestos Report, these services will be billed to County direct by provider. Widseth can provide Permit Applications for an additional \$2000.00.

**TIME SCHEDULE FOR SERVICES:** Complete by 10/16/2021, detailed task schedule is shown on the attached work plan. Project can be accelerated if requested.

**BILLING METHOD:**

- ☒ Hourly  
☐ Percentage  
☐ Lump Sum  
☐ Other

**BILLING SCHEDULE:**

- ☒ Monthly  
☐ Phased  
☐ Upon Completion

**REMARKS:** Billing to be on an hourly basis per attached Fee Schedule and General Provisions. WSN will not exceed stated cost without additional authorization from client.

**WIDSETH SMITH NOLTING & ASSOC INC.** agrees to perform the described work as set forth above. The **CLIENT** agrees to make payment for work performed within thirty (30) days after receipt of billing.

**SUBMITTED:****APPROVED:****WIDSETH SMITH NOLTING & ASSOC INC.**

BY:

  
Kent A. Rohr, Vice President

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Widseth Smith Nolting: Work Plan/Cost Estimate Kanabec County Bridge 33507 Replacement  
Based on replacement bridge being a single or multiple span bridge  
18-Jan-21

WORK TASK NO. AND SUBTASK	ELEMENT OF WORK								Total Item Cost	SCHEDULE		
		Project Engineer	Project Engineer III	Project Engineer II	Design Engineer	Engineering Technician	Engineering Technician III	Engineering Technician		Expenses	Start	End
Design Services												
1	Develop Survey Sheet based on County survey										2/1/2021	2/6/2021
2	Hydraulic Analysis, Risk Assessment and Scour Analysis	4		18				6		\$690.00	2/8/2021	3/6/2021
3	Bridge Options with Road Alignment/Profiles	2				2				\$610.00	3/8/2021	3/20/2021
4	Coordinate Geotechnical Reports			1						\$140.00	2/1/2021	2/6/2021
5	Prepare Preliminary Bridge Plans	4			8	4	28			\$5,360.00	3/22/2021	4/24/2021
6	Prepare Final Bridge Plans, including Traffic Control Plans	4			32	16	64			\$13,820.00	5/17/2021	8/14/2021
7	Prepare Approach Grading Plans including SWPPP and Drainage Plans	4		8		8	36			\$7,000.00	8/16/2021	9/18/2021
8	In House QA/QC review		10			6				\$2,430.00	9/20/2021	10/2/2021
9	Submit Final Bridge and Approach plans and supporting documents	4			6	6				\$2,170.00	10/4/2021	10/16/2021
TOTAL ESTIMATED PROJECT HOURS		22	10	27	46	42	134	0		281		
TOTAL ESTIMATED PROJECT COST		\$3,850.00	\$1,650.00	\$3,780.00	\$5,290.00	\$5,460.00	\$15,410.00	\$0.00	\$	\$35,440.00		

Final Bridge Package includes Signed Plans, SB Specifications, Engineers Estimate, Checklists, Material Testing Forms and Bridge Rating

AutoCAD staking information will be provided to the County.

Geotechnical Work will be provided by others and billed direct to the county, WSN will coordinate this work

Permits Application is not included, cost for WSN to provide this service is \$2,000.00

Approach grading costs based on 400'-500' of grading on each side of the bridge

## 2021 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer	
Level I	\$115 / Hour
Level II	\$140 / Hour
Level III	\$165 / Hour
Level IV	\$175 / Hour
Level V	\$190 / Hour
Technician	
Level I	\$ 76 / Hour
Level II	\$ 96 / Hour
Level III	\$115 / Hour
Level IV	\$130 / Hour
Level V	\$145 / Hour
Computer Systems Specialist	\$175 / Hour
Senior Funding Specialist	\$130 / Hour
Marketing Specialist	\$120 / Hour
Funding Specialist	\$100 / Hour
Administrative Assistant	\$ 73 / Hour
<b>OTHER EXPENSES</b>	
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$80 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$75 / Day
Subcontractors	Cost Plus 10%
<b>REPRODUCTION COSTS</b>	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.



# General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

## ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

## ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

## ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
  - (a) Travel and subsistence.
  - (b) Specialized computer services or programs.
  - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
  - (d) Identifiable reproduction and reprographic costs.
  - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

# WIDSETH

ARCHITECTS ■ ENGINEERS  
SCIENTISTS ■ SURVEYORS

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

## ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

## ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

## ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

## ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services.

WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

## ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

## ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

## ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

## ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

#### **ARTICLE 12. REQUESTS FOR INFORMATION (RFI)**

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

#### **ARTICLE 13. CONSTRUCTION OBSERVATION**

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

#### **ARTICLE 14. BETTERMENT**

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

#### **ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES**

WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

#### **ARTICLE 16. CONTINGENCY FUND**

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

#### **ARTICLE 17. INSURANCE**

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

#### **ARTICLE 18. ASSIGNMENT**

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

#### **ARTICLE 19. NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

#### **ARTICLE 20. CORPORATE PROTECTION**

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

#### **ARTICLE 21. CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Minnesota.

#### **ARTICLE 22. ASSIGNMENT OF RISK**

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

#### **ARTICLE 23. NON-DISCRIMINATION**

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

#### **ARTICLE 24. SEVERABILITY**

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

#### **ARTICLE 25. PRE-LIEN NOTICE**

**PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

**CONFIRMATION OF REQUEST  
FOR  
ENGINEERING SERVICES**

**Alexandria**610 Fillmore Street  
Alexandria MN 56308

320.762.8149

Alexandria@Widseth.com

Widseth.com

**CLIENT:** Kanabec County Public Works**LOCATION:** Mora, Minnesota**SERVICE REQUESTED BY:** Chad Gramentz PE**DATE:** January 18, 2021**PROJECT:** Replacement of Kanabec County Bridge 33508

**DESCRIPTION OF WORK INVOLVED:** Prepare hydraulic analysis and bridge replacement plans and supporting documents as outlined in the attached Work Plan/Cost estimate for replacement of County Bridge 33508 on CSAH 5 over Mud Creek. Both box culverts and span bridge options will be investigated and reviewed with the County, it is anticipated a span bridge will be required. Preliminary and Final Bridge and Approach Plans will be submitted to Kanabec County and District State Aid for review and comments.

**ESTIMATED ENGINEERING COSTS:**

Bridge Replacement Plans

**WSN LABOR & EXPENSES**

\$35,440.00

See attached Work Plan/Cost Estimate for breakdown of costs. Costs do not include Geotechnical Report and Asbestos Report, these services will be billed to County direct by provider. Widseth can provide Permit Application for an additional fee of \$2000.00.

**TIME SCHEDULE FOR SERVICES:** Complete by 10/16/2021, detailed task schedule is shown on the attached work plan. Project can be accelerated if requested.

**BILLING METHOD:**

- ☒ Hourly  
☐ Percentage  
☐ Lump Sum  
☐ Other

**BILLING SCHEDULE:**

- ☒ Monthly  
☐ Phased  
☐ Upon Completion

**REMARKS:** Billing to be on an hourly basis per attached Fee Schedule and General Provisions. WSN will not exceed stated cost without additional authorization from client.

**WIDSETH SMITH NOLTING & ASSOC INC.** agrees to perform the described work as set forth above. The **CLIENT** agrees to make payment for work performed within thirty (30) days after receipt of billing.

**SUBMITTED:****APPROVED:****WIDSETH SMITH NOLTING & ASSOC INC.**

BY: \_\_\_\_\_

Kent A. Rohr, Vice President

BY: \_\_\_\_\_

DATE: \_\_\_\_\_



# Widseth Smith Nolting: Work Plan/Cost Estimate Kanabec County Bridge 33508 Replacement

Based on replacement bridge being a single or multiple span bridge

18-Jan-21

WORK TASK NO. AND SUBTASK	ELEMENT OF WORK									Total Item Cost	SCHEDULE		
		Project Engineer	Project Engineer	Project Engineer III	Project Engineer	Design Engineer	Engineering Technician	Engineering Technician	Engineering Technician		Start	End	
Design Services													
1	Develop Survey Sheet based on County survey											2/1/2021	2/6/2021
2	Hydraulic Analysis, Risk Assessment and Scour Analysis	4			18			6			\$690.00	2/8/2021	3/6/2021
3	Bridge Options with Road Alignment/Profiles	2					2				\$610.00	3/8/2021	3/20/2021
4	Coordinate Geotechnical Reports				1						\$140.00	2/1/2021	2/6/2021
5	Prepare Preliminary Bridge Plans	4				8	4	28			\$5,360.00	3/22/2021	4/24/2021
6	Prepare Final Bridge Plans, including Traffic Control Plans	4				32	16	64			\$13,820.00	5/17/2021	8/14/2021
7	Prepare Approach Grading Plans including SWPPP and Drainage Plans	4			8		8	36			\$7,000.00	9/16/2021	9/18/2021
8	In House QA/QC review			10			6				\$2,430.00	9/20/2021	10/2/2021
9	Submit Final Bridge and Approach plans and supporting documents	4				6	6				\$2,170.00	10/4/2021	10/16/2021
TOTAL ESTIMATED PROJECT HOURS		22	10		27	46	42	134	0		281		
TOTAL ESTIMATED PROJECT COST		\$3,850.00	\$1,650.00		\$3,780.00	\$5,290.00	\$5,460.00	\$15,410.00	\$0.00	\$	\$35,440.00		

Final Bridge Package includes Signed Plans, SB Specifications, Engineers Estimate, Checklists, Material Testing Forms and Bridge Rating

AutoCAD staking information will be provided to the County.

Geotechnical Work will be provided by others and billed direct to the county, WSN will coordinate this work

Permits Application is not included, cost for WSN to provide this service is \$2,000.00

Approach grading costs based on 400'-500' of grading on each side of the bridge

## 2021 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer	
Level I	\$115 / Hour
Level II	\$140 / Hour
Level III	\$165 / Hour
Level IV	\$175 / Hour
Level V	\$190 / Hour
Technician	
Level I	\$ 76 / Hour
Level II	\$ 96 / Hour
Level III	\$115 / Hour
Level IV	\$130 / Hour
Level V	\$145 / Hour
Computer Systems Specialist	\$175 / Hour
Senior Funding Specialist	\$130 / Hour
Marketing Specialist	\$120 / Hour
Funding Specialist	\$100 / Hour
Administrative Assistant	\$ 73 / Hour

OTHER EXPENSES	
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$80 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$75 / Day
Subcontractors	Cost Plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

# General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

## ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

## ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

## ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
  - (a) Travel and subsistence.
  - (b) Specialized computer services or programs.
  - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
  - (d) Identifiable reproduction and reprographic costs.
  - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

# WIDSETH

ARCHITECTS ■ ENGINEERS  
SCIENTISTS ■ SURVEYORS

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

## ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

## ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

## ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

## ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

## ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

## ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

## ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

## ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.



#### **ARTICLE 12. REQUESTS FOR INFORMATION (RFI)**

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

#### **ARTICLE 13. CONSTRUCTION OBSERVATION**

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

#### **ARTICLE 14. BETTERMENT**

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

#### **ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES**

WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

#### **ARTICLE 16. CONTINGENCY FUND**

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

#### **ARTICLE 17. INSURANCE**

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

#### **ARTICLE 18. ASSIGNMENT**

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

#### **ARTICLE 19. NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

#### **ARTICLE 20. CORPORATE PROTECTION**

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

#### **ARTICLE 21. CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Minnesota.

#### **ARTICLE 22. ASSIGNMENT OF RISK**

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

#### **ARTICLE 23. NON-DISCRIMINATION**

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

#### **ARTICLE 24. SEVERABILITY**

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

#### **ARTICLE 25. PRE-LIEN NOTICE**

**PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

**CONFIRMATION OF REQUEST  
FOR  
ENGINEERING SERVICES**

**Alexandria**610 Fillmore Street  
Alexandria MN 56308

320.762.8149

Alexandria@Widseth.com

Widseth.com

**CLIENT:** Kanabec County Public Works**LOCATION:** Mora, Minnesota**SERVICE REQUESTED BY:** Chad Gramentz PE**DATE:** January 18, 2021**PROJECT:** Replacement of Kanabec County Bridge L2576

**DESCRIPTION OF WORK INVOLVED:** Prepare hydraulic analysis and bridge replacement plans and supporting documents as outlined in the attached Work Plan/Cost estimate for replacement of County Bridge L2576 on Whited Township 94 over Mud Creek. Both box culverts and span bridge options will be investigated and reviewed with the County, it is anticipated that multiple lines of Box Culverts will work. Preliminary and Final Bridge and Approach Plans will be submitted to Kanabec County and District State Aid for review and comments.

**ESTIMATED ENGINEERING COSTS:**

Bridge Replacement Plans

**WSN LABOR & EXPENSES**

\$24,540.00

See attached Work Plan/Cost Estimate for breakdown of costs. Costs do not include Asbestos Report, this service will be billed to County direct by provider. Widseth can provide Permit Applications for an additional fee of \$2000.00.

**TIME SCHEDULE FOR SERVICES:** Complete by 7/17/2021, detailed task schedule is shown on the attached work plan. Project can be accelerated if requested.

**BILLING METHOD:**

- ☒ Hourly  
☐ Percentage  
☐ Lump Sum  
☐ Other

**BILLING SCHEDULE:**

- ☒ Monthly  
☐ Phased  
☐ Upon Completion

**REMARKS:** Billing to be on an hourly basis per attached Fee Schedule and General Provisions. WSN will not exceed stated cost without additional authorization from client.

**WIDSETH SMITH NOLTING & ASSOC INC.** agrees to perform the described work as set forth above. The **CLIENT** agrees to make payment for work performed within thirty (30) days after receipt of billing.

**SUBMITTED:****APPROVED:****WIDSETH SMITH NOLTING & ASSOC INC.**

BY: \_\_\_\_\_

Kent A. Rohr, Vice President

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

## 18-Jan-21

Approach grading costs based on 400'-500' of grading on each side of the bridge

## 2021 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer	
Level I	\$115 / Hour
Level II	\$140 / Hour
Level III	\$165 / Hour
Level IV	\$175 / Hour
Level V	\$190 / Hour
Technician	
Level I	\$ 76 / Hour
Level II	\$ 96 / Hour
Level III	\$115 / Hour
Level IV	\$130 / Hour
Level V	\$145 / Hour
Computer Systems Specialist	\$175 / Hour
Senior Funding Specialist	\$130 / Hour
Marketing Specialist	\$120 / Hour
Funding Specialist	\$100 / Hour
Administrative Assistant	\$ 73 / Hour

OTHER EXPENSES	
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$80 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$75 / Day
Subcontractors	Cost Plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.



# General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

## ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

## ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

## ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
  - (a) Travel and subsistence.
  - (b) Specialized computer services or programs.
  - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
  - (d) Identifiable reproduction and reprographic costs.
  - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

# WIDSETH

ARCHITECTS ■ ENGINEERS  
SCIENTISTS ■ SURVEYORS

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

## ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

## ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

## ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

## ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services.

WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

## ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

## ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

## ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

## ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

#### **ARTICLE 12. REQUESTS FOR INFORMATION (RFI)**

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

#### **ARTICLE 13. CONSTRUCTION OBSERVATION**

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

#### **ARTICLE 14. BETTERMENT**

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

#### **ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES**

WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

#### **ARTICLE 16. CONTINGENCY FUND**

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

#### **ARTICLE 17. INSURANCE**

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

#### **ARTICLE 18. ASSIGNMENT**

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

#### **ARTICLE 19. NO THIRD-PARTY BENEFICIARIES**

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

#### **ARTICLE 20. CORPORATE PROTECTION**

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

#### **ARTICLE 21. CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Minnesota.

#### **ARTICLE 22. ASSIGNMENT OF RISK**

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

#### **ARTICLE 23. NON-DISCRIMINATION**

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

#### **ARTICLE 24. SEVERABILITY**

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

#### **ARTICLE 25. PRE-LIEN NOTICE**

**PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

## Summary

**Parcel ID** 22.03040.00  
**Property** 313 1 ST  
**Address** MORA  
**Sec/Twp/Rng** 11-039-024  
**Brief** Sect-11 Twp-039 Range-024 KENT & DANFORTH'S ADD TO THE T W 32' OF N 63.7'  
**Tax Description** OF LOT 1, & E 15' OF LOT 11 & 12, BLK 3  
 (Note: Not to be used on legal documents)  
**Deeded Acres** 0.00  
**Class** 960 - (NON-HSTD) Tax Forfeit  
**District** (2201) MORA SCH 0332  
**School District** 0332  
**Creation Date** 07/21/1989



## Owner

**Primary Taxpayer**  
[State Of Minnesota](#)

## Buildings

**Building 1**  
**Year Built** 1942  
**Architecture** RAMBLER  
**Heated Sq Ft** 728  
**Finished Basement Sq Ft**  
**Construction Quality** AVG- D5.5  
**Condition** N/A  
**Foundation Type**  
**Frame Type** WOOD FRAME  
**Size/Shape** RECTANGLE  
**Exterior Walls** MASONITE  
**Windows** N/A  
**Roof Structure** GABLE  
**Roof Cover** ASPH SHNGL  
**Interior Walls** DRYWALL; LATH&PLSTR  
**Floor Cover** HARDWOOD; CARPET  
**Heat** FORCED AIR  
**Air Conditioning** NONE  
**Bedrooms** 2  
**Bathrooms** 1.25  
**Kitchen** N/A  
**1st Floor Area Sq Ft** 728  
**Ceiling** N/A  
**Stories** 0

## Land

Seq	Code	CER	Dim 1	Dim 2	Dim 3	Units	UT	Unit Price	Adj 1	Adj 2	Adj 3	Adj 4	Eff Rate	Div %	Value
1	BASE SITE	0	47	64	0	1.000	UT	19,000.000	1.00	1.00	1.00	1.00	19,000.000	1.000	19,000
2	SQUARE FOOT	0	0	0	0	4,028.000	SF	0.600	1.00	1.00	1.00	1.00	0.600	1.000	2,416
<b>Total</b>						<b>4,028.000</b>									<b>21,416</b>

## Extra Features

Seq	Code	Description	Dim 1	Dim 2	Units	UT	Unit Price	Adj 1	Adj 2	Adj 3	Adj 4	% Good	Div %	Value
1	000023	BSMT FIN AVG -	0	0	182.000	SF	10.000	1.00	1.00	1.00	1.00	62.00	1.000	1264



## Valuation

	2020 Assessment	2019 Assessment	2018 Assessment	2017 Assessment	2016 Assessment	2015 Assessment
+ Estimated Building Value	\$45,100	\$44,200	\$40,900	\$36,600	\$38,500	\$39,900
+ Estimated Land Value	\$21,400	\$25,200	\$25,200	\$21,600	\$21,600	\$21,600
+ Estimated Machinery Value	\$0	\$0	\$0	\$0	\$0	\$0
= Estimated Market Value	\$66,500	\$69,400	\$66,100	\$58,200	\$60,100	\$61,500

## Property Valuation Notice

[Valuation Notice for 2020 Pay 2021 Taxes \(PDF\)](#)

## Taxation

	2020 Payable	2019 Payable	2018 Payable	2017 Payable	2016 Payable
Estimated Market Value	\$69,400	\$66,100	\$58,200	\$60,100	\$61,500
- Excluded Value	\$0	\$0	\$0	\$0	\$0
- Homestead Exclusion	(\$27,800)	(\$26,400)	(\$23,300)	(\$24,000)	(\$24,600)
= Taxable Market Value	\$41,600	\$39,700	\$34,900	\$36,100	\$36,900
Net Taxes Due	\$768.00	\$744.00	\$684.00	\$724.00	\$708.00
+ Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Total Taxes Due	\$768.00	\$744.00	\$684.00	\$724.00	\$708.00

## Unpaid Taxes

No taxes are due at this time.

## Taxes Paid

Receipt #	Receipt Print Date	Bill Pay Year	Amt Adj	Amt Write Off	Amt Charge	Amt Payment
220149	5/13/2016	2016	\$0.00	\$0.00	\$0.00	(\$354.00)
220149	5/13/2016	2016	\$0.00	\$0.00	\$0.00	(\$354.00)
200025	5/1/2015	2015	\$0.00	\$0.00	\$0.00	(\$516.00)

## Tax Payments

[Pay taxes online](#)

## 2018 Tax Statements

[2018 Tax Statement \(PDF\)](#)

## 2019 Tax Statements

[2019 Tax Statement \(PDF\)](#)

## 2020 Tax Statements

[2020 Tax Statement \(PDF\)](#)

## Photos



**No data available for the following modules:** Sales, Mobile Home Valuation Notices, Permit Documents, Septic Documents, CUP-IUP Documents, Violation Documents.

[User Privacy Policy](#)  
[GDPR Privacy Notice](#)

[Last Data Upload: 1/26/2021, 3:23:24 AM](#)

[Version 2.3.104](#)

Developed by  
 **Schneider**  
GEOSPATIAL









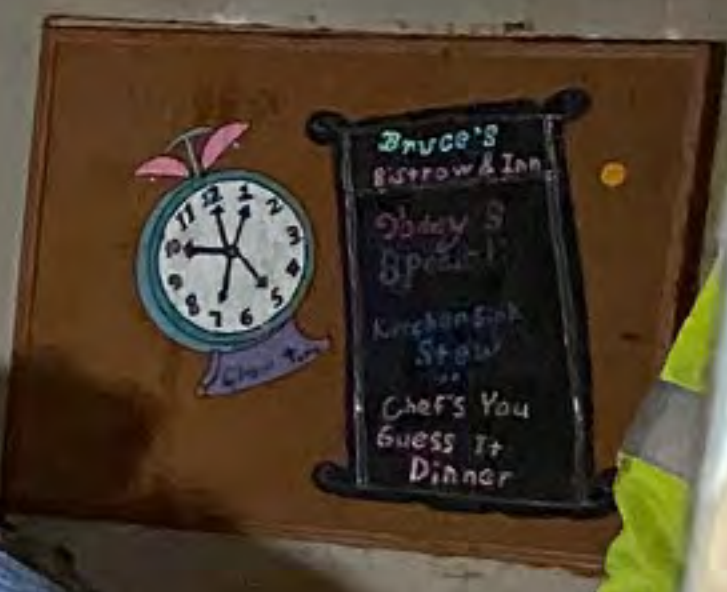


































































# Agenda Item #1

## PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota  
County of Kanabec  
Office of the County Coordinator

**UNAPPROVED MINUTES**

**January 19, 2021**

The Kanabec County Board of Commissioners held a Regular Board Meeting via telephone/video conference call at 9:00am on Tuesday, January 19, 2021 pursuant to adjournment with the following Board Members present on-site: Rickey Mattson, Craig Smith, Dennis McNally, and Les Nielsen. The following Board Members joined the meeting via telephone/video: Gene Anderson. Staff present on-site: Recording Secretary Kelsey Schiferli. Staff participating via telephone/video included: County Coordinator Kris McNally and County Attorney Barbara McFadden.

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

The Vice Chairperson led the assembly in the Pledge of Allegiance.

Action #1 – Craig Smith introduced a motion to approve the agenda with the following changes: Remove Commissioner Reports.

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

Gene Anderson, in favor  
Rickey Mattson, in favor  
Dennis McNally, in favor  
Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.

**9:02am** – Vice Chairperson McNally handed the gavel over to Chairperson Anderson.



Action #2 – Dennis McNally introduced a motion to approve the January 5, 2021 minutes with the following correction: Change Resolution #4 to say “that all regular meetings shall commence at 9:00am”.

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

Gene Anderson, in favor  
Rickey Mattson, in favor  
Dennis McNally, in favor  
Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.

**9:04am** – Due to remote meeting facilitation difficulties, Chairperson Anderson handed the gavel over to Vice Chairperson McNally.

Action #3 – Les Nielsen introduced a motion to recess the Board meeting at 9:05am to a time immediately following the Family Services Board.

The motion was duly seconded by Craig Smith and upon a roll call vote being taken thereon, the following voted:

Gene Anderson, in favor  
Rickey Mattson, in favor  
Dennis McNally, in favor  
Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.

The Kanabec County Family Services Board met at 9:05am on Tuesday, January 19, 2021 pursuant to adjournment with the following Board Members present on-site: Rickey Mattson, Craig Smith, Dennis McNally, and Les Nielsen. The following Board Members joined the meeting via telephone: Gene Anderson. Family Services Director Chuck Hurd presented the Family Services Board Agenda via WebEx.

Action FS#4 – Les Nielsen introduced a motion to approve the Family Services Board Agenda as presented.



The motion was duly seconded by Craig Smith and upon a roll call vote being taken thereon, the following voted:

Gene Anderson, in favor  
Rickey Mattson, in favor  
Dennis McNally, in favor  
Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.

Kanabec County Health and Human Services Advisory Committee Chairperson Steve Hansberry met with the Board to discuss committee membership recommendation and by-laws.

Action #FS5 – Gene Anderson introduced a motion to table the approval of the Health and Human Services Advisory Committee membership recommendation and by-laws pending the following adjustments: limit one person per household; clarify and fill all categorical vacancies.

The motion was duly seconded by Craig Smith and upon a roll call vote being taken thereon, the following voted:

Gene Anderson, in favor  
Rickey Mattson, in favor  
Dennis McNally, in favor  
Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.

Family Services Director Chuck Hurd gave the director's report. The Board expressed consensus for Family Services to help collect items for the 4-H Head, Hands and Toes Winter Gear Drive, but that staff time should not be used to distribute the items.

Action #FS6 – Craig Smith introduced the following resolution and moved its adoption:

## **Resolution #FS6 1/19/21**

Isanti 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**, Isanti County Family Services wishes to secure the provision of Children's Psychiatric Services from Kanabec County Family Services, and

**WHEREAS**, Kanabec County Family Services is suitably qualified and desires to provide Psychiatric services for Isanti 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, 2021 through December 31, 2021 with Isanti County.

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

Gene Anderson, in favor  
Rickey Mattson, in favor  
Dennis McNally, in favor  
Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.

Action #FS7 – Les Nielsen introduced a motion to approve the payment of 104 claims totaling \$201,994.64 on Welfare Funds.

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

Gene Anderson, in favor  
Rickey Mattson, in favor  
Dennis McNally, in favor  
Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.

Action #FS8 – Les Nielsen introduced a motion to adjourn Family Services Board at 9:31am.

The motion was duly seconded by Craig Smith and upon a roll call vote being taken



thereon, the following voted:

Gene Anderson, in favor  
Rickey Mattson, in favor  
Dennis McNally, in favor  
Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.

The Board of Commissioners reconvened.

Action #9 – Craig Smith introduced a motion to approve the following paid claims:

<u>Vendor</u>	<u>Amount</u>
Midcontinent Communications	233.90
Mora Municipal Utilities	12,738.50
Spire Credit Union	7,064.04
Verizon Wireless	3,653.48
E C Riders	15,319.36
Kanabec County Auditor HRA	6,000.00
Kwik Trip Inc	6,423.38
Midcontinent Communications	188.70
Minnesota Department of Finance	7,388.50
Office of MN.IT Services	1,300.00
VISA	984.26
Chamberlain Oil	2,136.27
Minnesota Energy Resources Corp	923.09
Minnesota Department of Finance	45.00
Minnesota Department of Health	1,615.00
<b>15 Claims Totaling:</b>	<b><u>\$66,013.48</u></b>

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

Gene Anderson, in favor  
Rickey Mattson, in favor



Dennis McNally, in favor  
Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.

Action #10 – Les Nielsen introduced a motion to approve the following claims on the funds indicated:

<b>Revenue Fund</b>	
<b>Vendor</b>	<b>Amount</b>
Ace Hardware	142.91
Advanced Correctional Healthcare	17,548.42
Altergott, Cortney	7.39
Aspen Mills	1,363.19
Association of MN Counties	100.00
Association of MN Counties	100.00
AT Septic Inspection & Design Inc	275.00
AT&T Mobility	809.23
AT&T Mobility	44.83
Clifton Larson Allen LLP	5,250.00
Coborn's Inc.	97.48
Coborn's Inc.	1,865.93
Commissioner of Revenue	425.00
Creative Forms & Concepts Inc	177.49
Curtis, Michael	798.66
Curtis, Michael	499.96
Dearborn National Life Insurance Co	778.98
E911 IES	129.24
East Central Exterminating	125.00
East Central Solid Waste Commission	127.07
ECM Publishers	121.50
ECM Publishers	245.00
EDAM	295.00
EDAM	175.00
FBG Service Corporation	6,410.24
FBG Service Corporation	584.80
Glen's Tire	169.80
Glen's Tire	139.45



Grainger	230.96
Granite City Armored Car, Inc.	434.58
Granite Electronics	2,750.00
Hoefert, Robert	823.98
Hoefert, Robert	400.40
Horizon Towing	1,026.80
IAEMD	50.00
Innovative Office Solutions, LLC	21.96
Integrity Employee Benefits, LLC	1,909.00
Johnsons Hardware	19.99
Kanabec County Community Health	2,411.50
Kanabec County SWCD	8,500.00
Kanabec County Treasurer	400.00
Kanabec Publications	27.30
Kanabec Publications	196.00
Kanabec Publications	48.84
Kanabec Publications	15.58
Kanabec Publications	595.00
Kanabec Publications	1,962.19
Kanabec Soil & Water Cons.	180.00
Lincoln Marketing Inc	549.00
M&I Lockbox: MCCC	1,500.00
M&I Lockbox: MCCC	9,210.00
Manthie, Wendy	761.88
Manthie, Wendy	495.04
Marco	134.68
Marco	3,186.68
Marco, Inc.	159.00
MARCO Technologies, LLC	2,083.20
MARCO Technologies, LLC	318.70
MCIS	7,931.00
McKinnis & Doom PA	59.50
McKinnis & Doom PA	178.50
McKinnis & Doom PA	170.00
Minnesota Department of Finance	12,751.97
MN Counties Insurance Trust	1,017.00
MN Counties Insurance Trust	2,500.00
MN Dept of Public Safety	50.00



MN Public Transit Association	705.00
MNCCC Lockbox	22,770.50
MNCCC Lockbox	11,479.00
Nelson, Jerald	63.25
Nelson, Jerald	190.96
Nelson, Ronette	231.15
Nelson, Ronette	90.72
Northern Technology Initiative dba GPS::45::93	1,000.00
Northland Securities Inc	1,500.00
Office Depot	89.12
Office Depot	166.25
Office Depot	158.87
OnSolve LLC	7,500.00
Owens Auto Parts	26.88
Quadient, Inc.	425.42
Quality Disposal	388.36
Quality Disposal Systems	24.15
Quality Disposal Systems	199.35
Ramsey County	3,709.00
RMB Environmental Laboratories Inc	20.00
Rupp, Anderson, Squires & Waldspurger, PA	1,050.00
Rupp, Anderson, Squires & Waldspurger, PA	725.00
SHI	3,779.00
Snyder, Denise	86.09
State of Minnesota - BCA	1,385.00
State of Minnesota Public Safety BCA	270.00
Stellar Services	410.28
Strelow, David	32.78
Summit Food Service Management	7,157.00
Sunshine Printing	110.50
Tinker & Larson	46.60
Van Alst, Lillian	94.64
Van Alst, Lillian	499.10
Visser, Maurice	374.28
Visser, Maurice	778.57
Zamora, Ray	684.25
Zamora, Ray	540.40

**103 Claims Totaling: \$ 172,628.27**



## Road & Bridge

Vendor	Amount
Ace Hardware	264.04
Aramark	597.92
Avenu Insights & Analytics	6,042.80
Central Pension Fund	222.60
City of Mora	886.48
Erickson, Curt	125.00
Force America	489.35
Frontier Precision	9,609.80
Glens Tire	389.00
Gopher State	6.75
IT Savvy	265.74
Kanabec County Highway Department	75.00
Kanabec County Coordinator Department	427.00
Kanabec Publications	280.88
Kwik Trip	25.48
Marco	296.29
Mille Lacs County	563.28
North Central International	148.07
Office Depot	79.20
Owens Auto Parts	1,087.48
Premier Outdoor Services	9,060.00
Power Plan	2,223.12
Quality Disposal	164.25
Towmaster	781.18
Trueman Welters	3,950.00
USIC Locating Services	80.00
Ziegler Inc	12,160.00
<b>27 Claims Totaling:</b>	<b><u>\$50,300.71</u></b>

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



Gene Anderson, in favor  
Rickey Mattson, in favor  
Dennis McNally, in favor  
Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.

Action #11 – Gene Anderson introduced the following resolution and moved its adoption:

**Resolution #11 – 1/19/21**  
**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	\$2,328.64
Quality Disposal	\$3,403.60
Arthur Township	\$400.00
Total	\$6,132.24

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

Gene Anderson, in favor  
Rickey Mattson, in favor  
Dennis McNally, in favor  
Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.



Environmental Services Supervisor Teresa Wickeham and Kroschel Township Supervisor Marvin Rostberg met with the County Board to present a tire shred permit application for a road project in Kroschel Township.

Action #12 – Les introduced a motion to approve the Tire Shred Use Application from Kroschel Township for a road project on 370<sup>th</sup> Ave.

The motion was duly seconded by Craig Smith and upon a roll call vote being taken thereon, the following voted:

Gene Anderson, in favor  
Rickey Mattson, in favor  
Dennis McNally, in favor  
Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.

The Board held a discussion regarding committee appointments. County Coordinator Kris McNally presented a letter of interest from Robert Jensen for the Economic Development Authority.

Action #13 – Gene Anderson introduced the following resolution and moved its adoption:

### **Resolution #13- 1/5/21**

**BE IT RESOLVED** to appoint Kathi Ellis to the Economic Development Authority for a 6 year term commencing immediately and expiring January 2, 2027.

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

Gene Anderson, in favor  
Rickey Mattson, in favor  
Dennis McNally, in favor  
Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.

Action #14 – Craig Smith introduced the following resolution and moved its adoption:



## **Resolution #14 -1/19/21**

### **Revised 2021 Budget Summary**

**WHEREAS** the Kanabec County Board of Commissioners approved the 2021 Budget,  
and

**WHEREAS** the Auditor/Treasurer Office has made recommendations for changes in  
fund allocations with no changes to the net levy amount,

**BE IT RESOLVED** that the Kanabec County Board of Commissioners adopts the  
Revised 2021 Budget Summary.

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

Gene Anderson, in favor  
Rickey Mattson, in favor  
Dennis McNally, in favor  
Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.

Action #15 – Craig Smith introduced a motion to sell parcel 07.00690.00 in Haybrook  
Township.

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

Gene Anderson, in favor  
Rickey Mattson, in favor  
Dennis McNally, in favor  
Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.

Public Health Director Kathy Burski met with the Board to give an update on the  
COVID-19 Pandemic and information regarding the COVID-19 vaccination schedule.  
Information only, no action was taken.



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

## **Resolution #16 - 1/19/21**

**WHEREAS** on 11/3/20 the Kanabec County Board of Commissioners approved advertising the sale of county fee-owned parcel #22.02835.00 located at 330 Forest Avenue East, Mora, MN 55051 with approximately .36 Acres  $\pm$  and a house and a detached garage, and

**WHEREAS**, the parcel legally described as follows:

That part of Lots 5, 6, 7 and 8, Block 7, Original Town of Mora, Kanabec County, Minnesota, described as follows:

Beginning at the southeast corner of said Block 7; thence northerly, along the east line of said Block 7, a distance of 78 feet; hence westerly, parallel with the south line of said Block 7, a distance of 199.74 feet, more or less, to the west line of the east 50 feet of said Lot 8; hence southerly, along the west line of the east 50 feet of said Lots 7 and 8, a distance of 78 feet, more or less, to the south line of said Block 7, thence easterly along said south line to the point of beginning; and

**WHEREAS** NO bid(s) for said parcel were received on or before 3:30 p.m. on January 14, 2021;

**WHEREAS** it is still the goal of the County Board to sell the property and return it to the tax rolls;

**THEREFORE BE IT RESOLVED** that the County Coordinator is authorized to proceed with contracting with the realtor who was awarded the contract through the RFP process to list to continue to attempt to sell the property in compliance with the requirements of MN Statute 373.01, as long as the commission rate remains at 5%.

The motion was duly seconded by Craig Smith and upon a roll call vote being taken thereon, the following voted:

Gene Anderson, in favor  
Rickey Mattson, in favor  
Dennis McNally, in favor  
Craig Smith, in favor  
Les Nielsen, in favor



Whereupon the motion was passed.

The Board held a discussion regarding consideration of a change to the language in Kanabec County's Gambling Policy that states "a minimum of 75% of the net proceeds will go to contributions within Kanabec County" for events such as raffles.

Action #17 – Gene Anderson introduced a motion to revisit the topic of revising the gambling policy at the next meeting when all commissioners are present in person.

The motion was duly seconded by Craig Smith and upon a roll call vote being taken thereon, the following voted:

Gene Anderson, in favor  
Rickey Mattson, in favor  
Dennis McNally, in favor  
Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.

**10:36am** – The Vice Chairperson called for public comment. Those that responded included:

Bob Dahms	Comments regarding a proposed land exchange between Shaun Fiedler and Pheasants Forever.
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**10:44am** – The Vice Chairperson closed public comment.

County Attorney Barbara McFadden led a discussion regarding Kanabec County's No Net Gain Policy.

Action #18 – Craig Smith introduced a motion to table the discussion regarding the No Net Gain Policy to the next meeting and to make a decision at that time.

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

Gene Anderson, in favor  
Rickey Mattson, in favor  
Dennis McNally, in favor



Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.

County Attorney Barbara McFadden led a discussion regarding a Notice of Code Violation that was received from the City of Mora regarding the county owned property at 313 1<sup>st</sup> Street.

Action #19 – Gene Anderson introduced a motion to authorize Public Works Director Chad Gramentz to work with the City Building Official to address the code violation at 313 1<sup>st</sup> St Mora, MN and to authorize clean-up of the property.

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

Gene Anderson, in favor  
Rickey Mattson, in favor  
Dennis McNally, in favor  
Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.

EDA Director Heidi Steinmetz met with the Board to discuss the State-Funded COVID Business/Non-Profit Relief program.

Action #20 – Craig Smith introduced a motion to approve the guidelines and application for the State-Funded COVID Business/Non-Profit Relief program as recommended by the EDA.

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

Gene Anderson, in favor  
Rickey Mattson, in favor  
Dennis McNally, in favor  
Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.



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

Action #21 – Gene Anderson introduced the following resolution and moved its adoption:

**Resolution #21 – 1/19/21**  
**Sponsor Mora Trail Project**

**WHEREAS** the City of Mora wishes to apply for federal funding for trail improvements that requires sponsorship from the host county, and

**THEREFORE BE IT RESOLVED** that Kanabec County agrees to act as sponsoring agency for the project identified as Mora TH65/23 Pedestrian Trail Extension and Pedestrian Crossing seeking TA Federal Funding and has reviewed and approved the project as proposed. Sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations.

**BE IT FURTHER RESOLVED** that the County Engineer is hereby authorized to act as agent on behalf of this sponsoring agency.

**Agreement to Maintain Facility**

**WHEREAS** The Federal Highway Administration (FHWA) requires that states agree to operate and maintain facilities constructed with federal transportation funds for the useful life of the improvement and not change the use of right of way or property ownership acquired without prior approval from the FHWA, and

**WHEREAS** Transportation Alternatives projects receive federal funding, and

**WHEREAS** the Minnesota Department of Transportation (MnDOT) has determined that for projects implemented with alternative funds, this requirement should be applied to the project proposer, and

**WHEREAS** Kanabec County is the sponsoring agency for the transportation alternatives project identified as Mora TH65/23 Pedestrian Trail Extension and Pedestrian Crossing, and

**THEREFORE BE IT RESOLVED** that the sponsoring agency hereby agrees to ensure the operation and maintenance of property and facilities related to the aforementioned transportation alternatives project.

The motion was duly seconded by Craig Smith and upon a roll call vote being taken



thereon, the following voted:

Gene Anderson, in favor  
Rickey Mattson, in favor  
Dennis McNally, opposed  
Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.

Action #22 – Craig Smith introduced the following resolution and moved its adoption:

**Resolution #22 – 1/19/21**  
**Bridge Priority List**

**WHEREAS** Kanabec County has reviewed the pertinent data on bridges requiring replacement, rehabilitation, or removal, supplied by local citizenry and local units of government, and

**WHEREAS** Kanabec County has identified those bridges that are high priority and that require replacement, rehabilitation, or removal within the next five years, and

**THEREFORE BE IT RESOLVED** that the following deficient bridges are high priority and Kanabec County intends to replace rehabilitate, or remove these bridges as soon as possible when funds are available,

Old Bridge Number	Road Number or Name	Total Project Cost	Township or State Bridge Funds	Federal Funds	Local or State Aid Funds	Proposed Construction Year
33508	CSAH 5	\$500,000	\$200,000		\$300,000	2025
33507	CSAH 6	\$750,000	\$300,000		\$450,000	2023
L2576	235 <sup>th</sup> Ave	\$275,000	\$255,000		\$20,000	2022

**BE IT FURHTER RESOLVED** that Kanabec County does hereby request authorization to replace, rehabilitate, or remove such bridges, and

**BE IT FURTHER RESOLVED** that Kanabec County does hereby request financial assistance with eligible approach grading and engineering costs on township bridges as provided by law.

The motion was duly seconded by Les Nielsen and upon a roll call vote being taken



thereon, the following voted:

Gene Anderson, in favor  
Rickey Mattson, in favor  
Dennis McNally, in favor  
Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.

County Coordinator Kris McNally led a discussion regarding a request to change dates for a lawful gambling event.

Action #23 – Gene Anderson introduced the following resolution and moved its adoption:

### **Resolution #23– 1/19/21**

**WHEREAS** the Kanabec County Board of Commissioners has been presented with a request to change the date for a lawful gambling event within Kanabec County due to the COVID-19 pandemic, and

**WHEREAS** the original exempt gambling permit application was approved by the Kanabec County Board of Commissioners on 2/4/20 for a raffle scheduled for 3/28/20 that was postponed due to the pandemic;

**WHEREAS** the raffle was again rescheduled for 11/28/20 and postponed due COVID-19;

**WHEREAS** the event has been again rescheduled for 3/27/21 and the MN Gambling Control Board requires consent of the County Board to authorize the date change on the permit;

**BE IT RESOLVED** to approve the date change for the Exempt Permit for the Isanti County Pheasants Forever Chapter 334 for a raffle event to be held at Pheasant Ridge, 1547 Imperial Street, Ogilvie, MN 56358 on 3/27/21.

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

Gene Anderson, in favor



Rickey Mattson, in favor  
Dennis McNally, in favor  
Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.

Craig Smith led a discussion regarding Ordinance #11, Waste Tire Ordinance. The Board expressed consensus to form a committee to review the ordinance and consider possible changes. The committee will consist of Commissioners Craig Smith and Dennis McNally and Environmental Service Supervisor Teresa Wickeham with Attorney Scott Anderson consulting.

The Board held a discussion regarding a request from the Vasaloppet for use of the parking lot West of the courthouse.

Action #24 – Gene Anderson introduced a motion to allow the Vasaloppet to use the parking lot located West of the Courthouse at Maple and Vine Street during the 2021 ski races.

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

Gene Anderson, in favor  
Rickey Mattson, in favor  
Dennis McNally, in favor  
Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.

Future Agenda Items: No Net Gain Discussion. Use of County equipment for the Vasaloppet ski race.

Action #25 - Gene Anderson introduced a motion to adjourn the meeting at 11:52am and to meet again in regular session on Tuesday, February 2, 2021 at 9:00am.

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

Gene Anderson, in favor  
Rickey Mattson, in favor  
Dennis McNally, in favor



Craig Smith, in favor  
Les Nielsen, in favor

Whereupon the motion was passed.

*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>
Ann Lake Twp	975.33	Final 2020 Settlement	Taxes & Penalties Fund
Arthur Twp	3,230.96	Final 2020 Settlement	Taxes & Penalties Fund
Braham Public Schools	11,656.93	Final 2020 Settlement	Taxes & Penalties Fund
Brunswick Twp	4,908.74	Final 2020 Settlement	Taxes & Penalties Fund
City of Braham	194.01	Final 2020 Settlement	Taxes & Penalties Fund
City of Grasston	104.74	Final 2020 Settlement	Taxes & Penalties Fund
City of Mora	17,395.01	Final 2020 Settlement	Taxes & Penalties Fund
City of Ogilvie - Clerk	3,050.57	Final 2020 Settlement	Taxes & Penalties Fund
City of Quamba	1,615.33	Final 2020 Settlement	Taxes & Penalties Fund
Comfort Twp	4,314.32	Final 2020 Settlement	Taxes & Penalties Fund
East Cent. Reg Dev Commission	484.08	Final 2020 Settlement	Taxes & Penalties Fund
East Central School District	1,783.20	Final 2020 Settlement	Taxes & Penalties Fund
Ford Twp	2,512.20	Final 2020 Settlement	Taxes & Penalties Fund
Grass Lake Twp	3,380.43	Final 2020 Settlement	Taxes & Penalties Fund
Haybrook Twp	1,519.26	Final 2020 Settlement	Taxes & Penalties Fund
Hillman Twp	609.69	Final 2020 Settlement	Taxes & Penalties Fund
Hinckley-Finlayson Schools	2,248.59	Final 2020 Settlement	Taxes & Penalties Fund
Isle Public Schools	2,547.33	Final 2020 Settlement	Taxes & Penalties Fund
Kanabec County	3,759.25	Final 2020 Settlement	Taxes & Penalties Fund
Kanabec Twp	1,787.52	Final 2020 Settlement	Taxes & Penalties Fund
Knife Lake Improvement District	219.93	Final 2020 Settlement	Taxes & Penalties Fund
Knife Lake Twp	971.69	Final 2020 Settlement	Taxes & Penalties Fund
Kroschel Twp	603.09	Final 2020 Settlement	Taxes & Penalties Fund
Milaca Public Schools	335.15	Final 2020 Settlement	Taxes & Penalties Fund
Mora Public Schools	61,906.19	Final 2020 Settlement	Taxes & Penalties Fund



Ogilvie Public Schools	22,990.17	Final 2020 Settlement	Taxes & Penalties Fund
Peace Twp	2,562.24	Final 2020 Settlement	Taxes & Penalties Fund
Pine City Public Schools ISD 578	4.24	Final 2020 Settlement	Taxes & Penalties Fund
Pomroy Twp	2,151.25	Final 2020 Settlement	Taxes & Penalties Fund
Southfork Twp	1,593.89	Final 2020 Settlement	Taxes & Penalties Fund
Whited Twp	387.36	Final 2020 Settlement	Taxes & Penalties Fund
Kanabec County Auditor-Treas	8,594.66	Leased Vehicles	Various
Minnesota Energy Resources Corp	9,207.66	Gas Utilities	Various
East Central Energy	278.01	Intersection Lighting	Highway
Consolidated Communications	1,140.15	Monthly Service	Various
E C Riders	32,352.00	DNR Equip Grant	Unallocated
Kanabec County Auditor HRA	10,784.32	HRA Deposits	HR
Mora Municipal Utilities	250.69	Utilities	Transit
Verizon Wireless	1,365.45	Aircards	Various
East Central Energy	108.10	Intersection Lighting	Highway
Health Partners	6,193.58	Dental Insurance Premiums	Employee Benefits
Life Insurance Company of North America	945.90	Accident, Group Hospital, Critical Illness Insurance	Employee Benefits
MNPEIP	170,484.46	Health Insurance Premiums	Employee Benefits
Sun Life Financial	4,142.13	Life Insurance Premiums	Employee Benefits
VSP Insurance Co	328.16	Vision Insurance Premiums	Employee Benefits
<b>45 Claims Totaling:</b>	<b><u><u>\$407,977.96</u></u></b>		



# Agenda Item #3a

## Regular Bills - Revenue Fund

### Bills to be approved: 2/2/21

Department Name	Vendor	Amount	Purpose
911 EMERGENCY TELEPHONE SYSTEM	MacTek Systems Inc	<u>7,409.00</u> <b>7,409.00</b>	Annual Preventative Maintenance
AUDITOR	Creative Forms & Concepts Inc.	185.50	YE2020 AP Forms
AUDITOR	Office Depot	<u>64.27</u> <b>249.77</b>	Office Supplies
BUILDINGS MAINTENANCE	Handyman's Inc	199.99	Automatic Flusher
BUILDINGS MAINTENANCE	MEI Total Elevator Solutions	<u>1,812.00</u> <b>2,011.99</b>	Elevator Service
COUNTY ATTORNEY	CW Technology	<u>704.00</u> <b>704.00</b>	ZIX Licenses
COUNTY CORONER	Ingebrand Funeral Home	<u>755.00</u> <b>755.00</b>	Removal & Transport
EAST CENTRAL REGIONAL LIBRARY	East Central Regional Library	<u>78,671.50</u> <b>78,671.50</b>	1st Half 2021 Appropriation
ECONOMIC DEVELOPMENT	Kanabec Publications	301.00	EDA CARES Act Grant Program Ads
ECONOMIC DEVELOPMENT	Northspan Group, Inc.	<u>2,000.00</u> <b>2,301.00</b>	Down Payment for Strategic Plan Update



ELECTIONS	Sea Change Print Innovations	638.69	T2021 Ballots
ELECTIONS	SWIFT	<u>371.25</u>	PVC Mailing G2020 VRA
		<b>1,009.94</b>	
EMPLOYEE WELLNESS	Card Services (Coborn's)	<u>146.29</u>	Wellness Snack Station Supplies
		<b>146.29</b>	
ENVIRONMENTAL SERVICES	Carda, Ryan	310.00	SSTS General CE Credits
ENVIRONMENTAL SERVICES	Kanabec County Highway Department	78.98	Fuel, Postage, Repairs
ENVIRONMENTAL SERVICES	Quill	<u>105.93</u>	Address Labels, Cloth Face Masks
		<b>494.91</b>	
INFORMATION SYSTEMS	Associaion of MN Counties	1,497.00	Yearly Dues for MN Counties IT Leadership Assn
INFORMATION SYSTEMS	CW Technology	<u>1,337.40</u>	Monthly Services
		<b>2,834.40</b>	
PROBATION & JUVENILE PLACEMENT	East Central Regional Juvenile Center	<u>87,120.00</u>	223 Unused Beds @ \$264/Bed
		<b>87,120.00</b>	
PUBLIC HEALTH	CW Technology	<u>462.00</u>	ZIX Licenses
		<b>462.00</b>	
PUBLIC TRANSPORTATION	A and E Cleaning Services	525.00	Cleaning
PUBLIC TRANSPORTATION	Curtis, Michael	1,012.17	Volunteer Mileage/Meals
PUBLIC TRANSPORTATION	Hoefert, Robert	932.96	Volunteer Mileage/Meals
PUBLIC TRANSPORTATION	Kanabec County Highway Department	251.45	Bus Repairs
PUBLIC TRANSPORTATION	Lillian Van Alst	263.76	Volunteer Mileage/Meals
PUBLIC TRANSPORTATION	Manthie, Wendy	1,043.28	Volunteer Mileage/Meals
PUBLIC TRANSPORTATION	Nelson, Jerald	168.00	Volunteer Mileage/Meals
PUBLIC TRANSPORTATION	Nelson, Ronette	556.64	Volunteer Mileage/Meals
PUBLIC TRANSPORTATION	Northland Fire Protection	385.40	Service & Re-certification of Fire Extinguishers
PUBLIC TRANSPORTATION	Premium Waters, Inc.	16.81	Bottled Water Supplies



PUBLIC TRANSPORTATION	Van Alst, Lillian	263.75	Volunteer Mileage/Meals
PUBLIC TRANSPORTATION	Visser, Maurice	716.90	Volunteer Mileage/Meals
PUBLIC TRANSPORTATION	Zamora, Ray	<u>1,062.88</u>	Volunteer Mileage/Meals
		<b>7,199.00</b>	
SHERIFF	Aspen Mills	551.27	Uniforms
SHERIFF	Axon Enterprise Inc.	1,746.00	Taser Assurance Plan CEW Annual Payment
SHERIFF	Corporate Connection, Inc.	204.45	Gloves
SHERIFF	Feine, Jeffrey	75.14	Reimbursement for Phone Case
SHERIFF	Granite Electronics	157.40	Service Portable Radio
SHERIFF	Kanabec Publications	52.00	Firearm
SHERIFF	Minnesota Sheriffs' Association	200.00	Civil Process Training
SHERIFF	Office Depot	23.19	Office Supplies
SHERIFF	SHI	4,062.62	Docking Station
SHERIFF	SIRCHIE	<u>321.90</u>	Evidence Tubes & Bags
		<b>7,393.97</b>	
SHERIFF - CITY OF MORA	Emergency Automotive Technologies	230.79	City Squad Push Bumper
SHERIFF - CITY OF MORA	SHI	<u>4,062.62</u>	Docking Station
		<b>4,293.41</b>	
SHERIFF - JAIL/DISPATCH	Arbogast, Allyn	15.87	Reimbursment for cleaning supplies
SHERIFF - JAIL/DISPATCH	Auto Value	26.47	Belts
SHERIFF - JAIL/DISPATCH	East Central Exterminating	240.00	February Services
SHERIFF - JAIL/DISPATCH	Grainger	420.20	Electric Strike
SHERIFF - JAIL/DISPATCH	RJ Mechanical	363.00	Recharge Jail Cooler
SHERIFF - JAIL/DISPATCH	Stellar Services	396.07	Canteen
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	<u>7,237.00</u>	Inmate Meals
		<b>8,698.61</b>	
SNAKE RIVER WATER MANAGEMENT BOARD	Kanabec County Environmental Services	25,000.00	Env Svcs/Kanabec Co 2020 Contract
SNAKE RIVER WATER MANAGEMENT BOARD	MN Counties Intergovernmental Trust	1,238.00	Insurance Renewal



		<u>26,238.00</u>	
UNALLOCATED	Rupp, Anderson, Squires & Waldspurger	<u>190.00</u>	Nov Legal Services, Land Sales
		<b>190.00</b>	
VETERAN SERVICES	CW Technology	176.00	ZIX Licenses
VETERAN SERVICES	Mora Bakery	<u>28.97</u>	Coffee Talk Donuts
		<b>204.97</b>	
WELFARE	CW Technology	<u>3,858.00</u>	ZIX Licenses
		<b>3,858.00</b>	
58 Claims Totaling:		<u><u>242,245.76</u></u>	



**Agenda Item #3b**  
**Regular Bills - Road & Bridge**  
**Bills to be approved: 2/2/21**

<b>Vendor</b>	<b>Amount</b>	<b>Purpose</b>
A&E Cleaning Services	1,050.00	Office Cleaning
Federated Co-ops	34.49	Shop Supplies
Gopher State	50.00	Locates
J.R. Oil	55.00	Used oil pick up
Kanabec County Highway Department	68.45	Petty Cash, Postage
Mei Total Elevator Solutions	510.28	Elevator Inspection
Midwest Machinery	150.65	Repair Parts
MN Dept of Transportation	80.50	Traffic Control Field Manuals
Mora Utilities	1,490.92	Electric and Water
Oslin Lumber	173.28	Lumber for Tax Forfeit Property
USIC Locating Services	30.00	Locates
Wiarcom	675.30	GPS Vehicle Monitoring
Ziegler Inc	335.10	Repair Parts
<b>13 Claims Totaling:</b>	<b><u>\$ 4,703.97</u></b>	



# Agenda Item #4a

February 2, 2021

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> SCORE Claims - December	<b>b. Originating Department:</b> County Coordinator
<b>c. Estimated time:</b> 2 minutes	<b>d. Presenter(s):</b> None

**f. Board action requested:**

### Resolution #\_\_ – 2/2/21

#### 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	\$3,426.35
Quality Disposal	\$3,212.40
Arthur Township	\$400.00
Total	\$7,038.75

**g. Background:**

Provider	Billed	Paid Amount
QUALITY DISPOSAL (December)	\$2,812.40	\$2,812.40
WASTE MANAGEMENT (December)	\$3,426.35	\$3,426.35
Sub-Total	\$6,238.75	\$6,238.75
<b>Recycling Center Incentive Payments:</b>		
Quality Disposal (December)	\$400.00	\$400.00
Arthur Township (December)	\$400.00	\$400.00
<b>TOTAL PAYMENTS =</b>		<b>\$7,038.75</b>

**Date received in County Coordinators Office:** Various dates in January

**January 1, 2020 SCORE Fund balance = \$136,476.22**

**Revenue: 01-391-392-0000-5332 =**

**Expenditure: 01-391-392-0000-6211 = \$89,683.92**

**Current SCORE Funds balance is = \$46,792.30**



# Agenda Item #4b

February 2, 2021

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Gambling Request	<b>b. Originating Department/Organization/Person:</b> Knife Lake Sportsman's Club
<b>c. Estimated time:</b> 2 Minutes	<b>d. Presenter(s):</b> None

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

### Resolution #\_\_ – 2/2/21

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

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

**BE IT RESOLVED** to approve the Application for Exempt Permit for the Knife Lake Sportsman's Club for a raffle event to be held at Knife Lake Sportsman's Club, 2825 Highway 65, Mora, MN 55051 on July 3, 2021.

**f. Background:**

Supporting Documents: None: Attached: ☒

**Date received in County Coordinators Office:** 1/28/21

**Coordinators Comments:**



RECEIVED JAN 28 2021

To: Kanabec County Coordinates Office  
Kanabec County Board of Commissioners  
From: Ed Hamlin, Knife Lake Sportsman's Club Vice  
President  
Date: 1/18/2021  
RE: Application for Exempt Permit

The Knife Lake Sportsman Club is planning a Summer fundraising event consisting of a raffle of UTV. The raffle drawing is to take place on July 3, 2021 following our pancake breakfast at our Clubhouse.

The proceeds from the event will be used for the care and maintenance of Knife Lake as well as the Knife Lake Sportsman Clubhouse. Also to help with financing future events that the Knife Lake Sportsman Club puts on. The Knife Lake Sportsman club has also felt the effects of the past year with having to cancel fundraising events.

Please see the enclosed, Exempt Permit Application. Please place this request for approval on the agenda for the next board meeting. If approved, please contact myself at the following with the approved permit:

By Mail: Ed Hamlin 2675 Kite St Mora MN 55051

By email: [vp@knifelake.us](mailto:vp@knifelake.us)

Or I am available to pick up the approved permit.

If any questions arise, please feel free to contact me at 952-250-0642

Thank you for this consideration.

Ed Hamlin, Vice President of the Knife Lake Sportsman Club



**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: <u>Knife Lake Sportmans Club</u>	Previous Gambling Permit Number: <u>X-02117-21-030</u>
Minnesota Tax ID Number, if any: _____	Federal Employer ID Number (FEIN), if any: _____
Mailing Address: <u>2825 Highway 65 Box254</u>	
City: <u>Mora</u>	State: <u>MN</u> Zip: <u>55051</u> County: <u>Kanabec</u>
Name of Chief Executive Officer (CEO): <u>Carol Meemkem</u>	
CEO Daytime Phone: <u>651-600-0503</u>	CEO Email: <u>president@knifelake.us</u> (permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): _____	

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

- ☐ Fraternal
 ☐ Religious
 ☐ Veterans
 ☒ Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☐ **A current calendar year Certificate of Good Standing**  
 Don't have a copy? Obtain this certificate from:  
 MN Secretary of State, Business Services Division  
 60 Empire Drive, Suite 100  
 St. Paul, MN 55103  
 Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
 651-296-2803, or toll free 1-877-551-6767
- ☒ **IRS income tax exemption (501(c)) letter in your organization's name**  
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
 If your organization falls under a parent organization, attach copies of both of the following:  
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Knife Lake Sportsman Club

Physical Address (do not use P.O. box): 2825 HWY 65

Check one:

☐ City: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_  
☒ Township: Peace Zip: 55051 County: Kanabec

Date(s) of activity (for raffles, indicate the date of the drawing): July 3, 2021

Check each type of gambling activity that your organization will conduct:

- ☐ Bingo
 ☐ Paddlewheels
 ☐ Pull-Tabs
 ☐ Tipboards
 ☒ Raffle

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.



# LG220 Application for Exempt Permit

11/17  
Page 2 of 2

## LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
<input type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). <input type="checkbox"/> The application is denied.	<input type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days. <input type="checkbox"/> The application is denied.
Print City Name: _____	Print County Name: _____
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date: _____	Title: _____ Date: _____
<div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>The city or county must sign before submitting application to the Gambling Control Board.</b> </div>	
<b>TOWNSHIP (if required by the county)</b> On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date: _____	

## CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Carol Meemken Date: 1/26/21  
(Signature must be CEO's signature; designee may not sign)  
 Print Name: Carol Meemken

## REQUIREMENTS

### Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

### Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

## MAIL APPLICATION AND ATTACHMENTS

### Mail application with:

- \_\_\_\_\_ a copy of your proof of nonprofit status; and
- \_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**To:** Minnesota Gambling Control Board  
 1711 West County Road B, Suite 300 South  
 Roseville, MN 55113

### Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer



# Agenda Item #5

February 2, 2021

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Committee Appointments (Continued)	<b>b. Origination:</b> Community Health Department
<b>c. Estimated time:</b> 10 minutes	<b>d. Presenter(s):</b>

**e. Board action requested:**

Appoint a representative and an alternate to the State Community Health Services Advisory Committee.

**SCHSAC:** State Community Health Services Advisory Committee

The State Community Health Services Advisory Committee, or SCHSAC, advises the health commissioner and provides guidance on the development, maintenance, financing, and evaluation of community health services in Minnesota. SCHSAC recommendations influence public health policy, guidelines, and practice throughout Minnesota.

Membership consists of one representative from each of Minnesota's community health boards. Members meet quarterly with the health commissioner to discuss public health issues of mutual interest, and in workgroups between SCHSAC meetings to address and respond to critical public health issues.

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**f. Background:**

Previous appointees: Kathi Ellis (primary) and Kathy Burski (alternate)

Supporting Documents: None

Attached: ☒

**Date received in County Coordinators Office:**

**Coordinators Comments:**



<b>County Commissioner Appointments, as of 1/5/21</b>					
Appointment	Dennis McNally	Gene Anderson	Les Nielsen	Rickey Mattson	Craig Smith
Association of Minnesota Counties	X	X	X	X	X
Aquatic Invasive Species Committee	X				
Central Minnesota Council on Aging		X			
<i>Central Minnesota Council on Aging Alternate</i>				X	
Central Minnesota Jobs & Training			X		
E-911 Committee					X
<i>E-911 Alternate</i>	X				
East Central Regional Development		X			
East Central Regional Library		X			
East Central Solid Waste Commission	X				
<i>ECSWC Alternate</i>			X		
Economic Development Advisory		X			X
Emergency Medical Service Board					X
<i>Emergency Medical Alternate</i>			X		
Extension Committee		X		X	
Health & Human Services Advisory Committee			X		
Highway 23 Coalition	X				
<i>Highway 23 Coalition Alternate</i>			X		
Hospital Board			X		
Housing and Redevelopment Authority	X	X	X	X	X
Insurance Committee					X
<i>Insurance Comm. Alternate</i>				X	
Juvenile Detention Center Advisory Board			X		
Lakes & Pines Board		X			
Law Library		X			
North Highway 65 Corridor Coalition		X			
<i>North Highway 65 Corridor Coalition Alternate</i>	X				
Outlook Health Services Board				X	
Personnel Committee	X	X			
Planning Commission	X				
Public Works Committee		X			X
Railroad Authority Board	X	X	X	X	X
Railroad Authority Advisory Committee		X			
Regional Radio Board	X				
Rum River One Watershed, One Plan	X				
Snake River One Watershed, One Plan					X
<i>Snake River One Watershed, One Plan Alternate</i>				X	
Snake River Water Management Advisory Board		X			
Snake River Watershed					X
State Community Health Services Advisory Cmte (SCHSAC)					
Southern MN County Based Purchasing			X		
<i>Southern MN County Based Purchasing Alternate</i>	X				
Substance Abuse Coalition			X		
Timber Trails Advisory Board					X
<i>Timber Trails Alternate</i>				X	
Negotiating Team: Local 107 (Jail/Dispatcher)		X			X
Negotiating Team: Local 320 (Courthouse)	X				X
Negotiating Team: Local 106 (Deputies)		X		X	
Negotiating Team: Local 49 (Highway)	X		X		
Negotiating Team: Local 363 (Welfare)			X	X	
Water Plan		X			
<b>TOTAL APPOINTMENTS</b>	<b>15</b>	<b>18</b>	<b>14</b>	<b>11</b>	<b>13</b>

# Agenda Item #6

February 2, 2021

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## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Gambling Policy A-107 with revisions	<b>b. Origination:</b> Board of Commissioners
<b>c. Estimated time:</b> 10 minutes	<b>d. Presenter(s):</b>

**e. Board action requested:**

Review existing policy with revisions as discussed during the Board of Commissioners 1-19-21 meeting.

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**f. Background:**

Supporting Documents: None      Attached: ☒

<b>Date received in County Coordinators Office:</b>
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**Coordinators Comments:**



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# GAMBLING

## I. POLICY STATEMENT

The Kanabec County Board of Commissioners has the responsibility to review for requests for lawful gambling in Kanabec County. It is the intent of the board to approve such requests when, in the opinion of the Kanabec County Board of Commissioners, the best interests of the county are being served.

## II. POLICY GUIDELINES

- A. In the event of any question about application of this policy, decisions of the county board shall be final. Decisions of the board on individual cases will not necessarily limit the board's actions on future cases.
- B. It is the intent of the Kanabec County Board of Commissioners to limit the issuance of gambling permits in Kanabec County to non-profit organizations with a vested interest in the county. It is the policy of Kanabec County that, prior to the approval and issuance of **any** gambling permit in Kanabec County, the non-profit organization must first provide the county with the following:
  - 1. Proof of a registered address as a non-profit organization, and
  - 2. Proof of active status and good standing for the current calendar year from the Minnesota Secretary of State.
- C. Non-profit organizations applying for a **perpetual/premise permit** are also required to provide the following:
  - 1. Evidence of Township approval of the gambling permit application by completion of the form depicted on page two of this policy.
  - 2. A written guarantee that a minimum of 75% of the net proceeds will go to contributions within Kanabec County, and
  - 3. A written guarantee that the organization will annually submit a completed Gambling Report depicted on page three of this policy.
- D. Failure by perpetual/premise permit holders to provide the annual Gambling Report and/or failure to contribute 75% of the net proceeds in Kanabec County may result in denial of future permit applications.

## **Township Certification of Gambling Approval for Perpetual/Premise Permit Applications**

State of Minnesota  
County of Kanabec  
Certification of the Minutes of the Town Board of Supervisors

Township of \_\_\_\_\_

Minutes of the meeting held: \_\_\_\_\_, 20\_\_\_\_  
(date)

The minutes of the above named Town Board Meeting indicate that the request of

\_\_\_\_\_ to conduct lawful gambling  
(party requested gambling approval)

described as \_\_\_\_\_  
(type of gambling, i.e., pull-tabs, raffle, bingo, etc)

to be conducted at \_\_\_\_\_  
(name and address of facility)

was approved by the Town Board.

-----  
I, the undersigned certify that the information above has been carefully compared with the original records of the above named Town Board, Kanabec County, Minnesota, those records being in my custody, and is a true reflection of these minutes.

***In Witness Whereof, I have hereunto placed my hand and signature:***

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

***Certified this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.***



## Kanabec County Gambling Report

As per County Policy A-107 Section B, organizations with a perpetual/premise permit are required to provide documentation that a minimum of 75% of the net proceeds go toward contributions within Kanabec County. Please complete the following report providing proof of these requirements and submit to the Kanabec County Coordinator annually.

Organization Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

	Location A	Location B	Location C
Gross Receipts			
Prizes Paid			
Taxes Paid			
Pre Expense Income			
Total Expenses			
Site Profit			

Total Profit \_\_\_\_\_ x .75 = \_\_\_\_\_

**Please provide a separate list of organizations within Kanabec County along with the dollar amount that was distributed to each.**

# Agenda Item #7

February 2, 2021

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## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Land Sale Process- Haybrook Parcel 07.00690.00	<b>b. Originating Department/Organization/Person:</b> Coordinator's Office
<b>c. Estimated time:</b> 5 Minutes	<b>d. Presenter(s):</b> Kris McNally, Coordinator

**e. Board action requested:**

Determine if a survey is needed on the Haybrook Parcel 07.00690.00 prior to listing the property for sale.

---

**f. Background:**

Supporting Documents: None: Attached: ☒

<b>Date received in County Coordinators Office:</b>
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**Coordinators Comments:**

There is no recorded survey on file for the parcel.





# Agenda Item #8

February 2, 2021

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Building Use Complaint	<b>b. Origination:</b> Kanabec County
<b>c. Estimated time:</b> 10 minutes	<b>d. Presenter(s):</b>

**e. Board action requested:**

Discuss building use complaint

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**f. Background:**

**Subject: AA meeting**

I am writing this letter regarding the AA meetings they have at the court house. I cleaned the court house for 3 years and really had a problem with a lot of the clients. They would bring their children with and let them run around the building while they were in the meeting. They would meet friends there and not go to the meeting and sit up on third floor and visit. We would finish cleaning restrooms and mopping and they had no regard for that. They would mess up the restrooms and track mud or salt all over the floors. They were in and out of the building smoking so we could not lock the doors until 9 pm. Which is my biggest concern even with the 4-H meetings. I don't think that a court house should be unlocked for any person to come roam around after hours. We had a couple scary situations that happened to us.

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

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

**Coordinators Comments:**

Issues cited by the Maintenance Department:

#1-Front doors unlocked.

#2- Lights left on.

#3- Sucker sticks stuck on tables and carpet.

#4- Small footprints on all tables.

#5- Countertops dirty and also small footprints on them.