



# Kanabec County Board of Commissioners

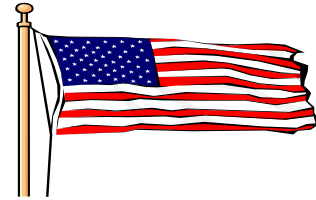
## Regular Meeting Agenda The Meeting of November 16, 2021

- 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: 2493 841 6758



### **Video Meeting link:**

<https://kanabecounty.webex.com/kanabecounty/j.php?MTID=mb5525dcc0735e7cc7f5b20434701>

Meeting number: 2493 841 6758

Password: e3wZCVxh9N2

### **To be held at:**

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

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

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

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

9:05am Recess county board to a time immediately following the FSB.  
**Family Services Board**

9:30am Mike Harper, Rise, Inc. - Discuss Building Lease Agreement for 2022

9:45am Susanne Hinrichs, University of Minnesota Extension- Agreement between the University of Minnesota and Kanabec County for providing Extension Programs Locally and Employing Extension Staff

**10:00am Public Hearing- INTENT TO AMEND ORDINANCE NO. 11 WASTE TIRE ORDINANCE**

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*

**10:30am Public Comment Telephone call-in number for public access: 1-408-418-9388  
Access Code: 2493 841 6758**

- 10:45am Brian Smith, Sheriff- a. Renewal of Medical Examiner Contract Agreement  
b. Quarterly update
- 11:05am Barb McFadden, County Attorney-  
a. Resolution Approving State of Minnesota Joint Powers  
Agreements with the County of Kanabec on Behalf of its  
County Attorney and Sheriff (BCA)  
b. Resolution Approving State of Minnesota Joint Powers  
Agreements with the County of Kanabec on Behalf of its  
Probation Office (BCA)
- 11:15am Robbie Anderson, Deputy Auditor, Property & Tax – Repurchase Request(s)  
a. Rodin  
b. Salmonson
- 11:25am Kathy Burski, Community Health Director- Request to Purchase a Bus for Timber  
Trails Public Transit
- 11:35am Kim Christenson, HR Specialist  
a. Job Evaluation Results- New Computer Technician II  
b. Job Re-Evaluation Results- Chief Deputy Recorder
- 11:45am Lisa Blowers, I.S. Director- Request for Permission to Fill New Computer  
Technician II Position
- 11:55am Denise Snyder, Auditor/Treasurer- Liquor & Tobacco License for The Crow’s Nest  
LLC
- 

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

1. Minutes
2. Paid Bills
3. Regular Bills
  - a. Revenue Fund
  - b. Road & Bridge
4. Resolution to move \$95,000 from sale of capital assets to future capital improvement fund for 2022 jail demolition
5. FY2022 Budget & Levy
6. Probation Director’s Retirement/Replacement Process
7. OSHA Emergency Temporary Standard (Vaccine or Testing/Mask Mandate) for Employers with 100 Employees or More and CMS Mandated Vaccination Rule
8. Future Agenda Items
9. Discuss any other matters that may come before the County Board

ADJOURN

## **Kanabec County Family Services**

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

### **Kanabec County Family Services Board Agenda November 16, 2021 9:05 a.m.**

- 1. Agenda Approval** **Pg. 1**
- 2. Director's Report** **Pg. 2**
  - Staffing – CSO/Fraud Prevention Specialist, Eligibility Worker and Social Worker
  - Contracted Psychologists
  - Ongoing Number of Children in Placement
- 3. 3<sup>rd</sup> Quarter Report**
  - See attached report**Pg. 3-15**
- 4. Welfare Fund Report**
  - See attached report**Pg. 16**
- 5. Financial Report**
  - See attached report**Pg. 17-18**
- 6. Abstract Approval**
  - See attached abstract and board vendor paid list**Pg. 19-23**
- 7. Other Business**
- 8. Adjourn**

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

### **November, 2021**

#### **Staffing**

Internal promotion of Lisa Goranson to Fraud/ Child Support Officer. Back fill of her Eligibility Worker position is in process. A Social Worker in Adult Mental Health has resigned for other employment we will refill this budgeted position.

#### **Contracted Psychologists**

At this point in time, given the COVID-19 pandemic, I continue to delay recruiting another psychologist until an appropriate time given the current level of availability of psychologists. We will use budgeted funds to provide statutory required access until this situation resolves.

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

Last month we had 15 children in our care in out of home placements. We have 15 children in care this month compared to 9 last year for the same month.



**Kanabec County Family Services**  
**3rd Quarter 2021 Report**

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**FINANCIAL ASSISTANCE**

**Preparer:** Tim Dahlberg

**A. Major Highlights**

- Telework has been working well. Our team has been staying up-to-date on casework. Along with I.S., we've been able to effectively work through potential technical issues.
- Our Case Aide and Front Desk staff have continued to do well in taking care of items that are time sensitive and need to be handled physically.
- Quality Control reviews for this time period (1) came back correct.

**B. Challenges/Concerns**

- COVID-19 has had various impacts on our program requirements as well as our community at large. We've continued and need to continue to stay up-to-date on program changes.
- Certain program waivers have ended this quarter. This has allowed us to take action on cases that have been non-compliant/cases that needed negative actions to be made. We are anticipating some pushback on these changes.

**C. Looking Ahead**

- Healthcare program public health emergency waivers are set to end early 2022.

<b>Program Totals as of 9/30/21</b>		
<b>Program</b>	<b>Active Cases</b>	<b># of Persons Active</b>
MN Family Investment Program	86	223
Diversionary Work Program	1	4
General Assistance	98	98
MN Supplemental Assistance	74	75
Housing Supports (Formerly GRH)	73	73
Food Support (SNAP)	756	1210
Medical Assistance and/or Medicare Savings Programs (MAXIS)	857	888
Medical Assistance (METS) *as of 10/5/21	1800	3547
MinnesotaCare (County Serviced) * as of 10/5/21	103	143

**CHILD SUPPORT**

**Preparer:** Tammy Owens and Tim Dahlberg

**A. Major Highlights**

- The team continues to meet nearly every morning virtually. This has helped us stay connected as a team. We plan to continue doing this indefinitely.

## Kanabec County Family Services 3rd Quarter 2021 Report

- Telework continues to be working well. We've been able to maintain effective performance levels without disruption.

### B. Challenges/Concerns

- COVID-19 and the related effects are a concern for us  
Continued limitations on the enforcement remedies that can be taken for nonpayment of support obligations when the ability is there.
- Suppressions of our enforcement remedies have begun to be lifted. This will allow us to take stronger action, if necessary, in ensuring payment of child support. We've already been able to find success in utilizing these to ensure payment.

### C. Looking Ahead

- We continue to work through the changes to our work that have happened due to COVID-19.
- We are looking forward to attending the upcoming MFSRC conference. It is hosted virtually this year.

CHILD SUPPORT ENFORCEMENT STATISTICS					
	QUARTER ENDING				
AREA					Year to
	3/31/2021	6/30/2021	9/30/2021	12/31/2021	Date
<b>Caseload By Type</b>					
Non-Public Assistance	202	193	193		
Arrears Only	222	221	218		
Public Assistance	313	315	308		
Foster Care	7	4	3		
Spousal Maintenance Only	5	5	5		
<b>Total</b>	<b>749</b>	<b>738</b>	<b>727</b>		
<b>Collections Report</b>					
<b>Total Collected</b>	<b>\$548,658.20</b>	<b>\$550,996.03</b>	<b>\$499,548.99</b>		<b>\$1,599,203.22</b>
<b>PA Collections</b>					
Current	\$215,986.57	\$218,490.06	\$208,663.71		<b>\$643,140.34</b>
Arrears	\$41,855.55	\$46,755.49	\$41,106.69		<b>\$129,717.73</b>
Spousal Maintenance					<b>\$0.00</b>
<b>Total</b>	<b>\$257,842.12</b>	<b>\$265,245.55</b>	<b>\$249,770.40</b>		<b>\$772,858.07</b>
<b>NPA Collections</b>					
Current	\$180,056.33	\$179,034.12	\$167,132.99		<b>\$526,223.44</b>
Arrears	\$106,751.19	\$102,678.38	\$78,544.16		<b>\$287,973.73</b>
Spousal Maintenance	\$4,008.56	\$4,037.98	\$4,101.44		<b>\$12,147.98</b>

## Kanabec County Family Services 3rd Quarter 2021 Report

<b>Total</b>	<b>\$290,816.08</b>	<b>\$285,750.48</b>	<b>\$249,778.59</b>		<b>\$826,345.15</b>
<b>Current Support due</b>	\$512,709.26	\$515,575.83	\$503,236.19		<b>\$1,531,521.28</b>
<b>Current Distributed</b>	\$396,042.90	\$400,624.86	\$378,923.54		<b>\$1,175,591.30</b>
<b>% of Distribution of Current</b>	77.25%	77.70%	75.30%		<b>76.76%</b>
<b>Cases with Arrears due</b>	449	448	429		
<b>Cases with Arrears Distributed</b>	196	195	181		
<b>% of Cases w/Arrears Payment</b>	43.65%	43.53%	42.19%		

### Accounting Unit

**Reporter:** Cheryl Jenkins

#### **A. Major Highlights**

- All Fiscal staff are working to ensure that accounting changes due to COVID-19 across all systems are correct and updated timely.
- All quarterly reports were completed by their due dates.
- Work is in progress on the 2022 Family Services Budget.

#### **B. Challenges and Concerns**

- We are still tracking the IV-E Children's Residential Facility payments that are currently not reimbursed.
- We will be reviewing the Substance Use Disorder for IMD calculations to ensure that the total amount due is credited accurately.
- We are still keeping an eye on our fund balance. It remains on the low side. We continue to brainstorm ways to enhance our revenues.
- Ensuring that all changes to all systems are accurate and up to date given the many changes that happen with COVID-19.

#### **C. Looking Ahead**

- Fiscal staff is tracking any COVID-19 related items.
- Changes that will need to be made to the systems when the waiver modifications end.
- Wrapping up the annual audit.

## Kanabec County Family Services 3rd Quarter 2021 Report

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### ADMINISTRATIVE STATISTICS

AREA	1/1/2021 to 3/31/2021	4/1/2021 to 6/30/2021	7/1/2021 to 9/30/2021	10/1/2021 to 12/31/2021	Year to Date Data	2021 Approved Budget
Revenues - Income Maintenance						
State Sources	52,128	54,257	90,132		196,517	195,332
Federal Sources	246,123	242,574	222,587		711,284	1,109,608
Other Sources	87,007	119,582	16,934		223,523	127,350
Fund Balance-Planned Use					-	
Total	385,258	416,413	329,653	-	1,131,324	1,432,290
Expenditures - Income Maintenance						
Public Aid	137,061	129,109	165,657		431,827	490,100
Personal Services	305,239	308,908	357,617		971,764	1,307,169
Services & Charges	83,552	33,771	34,112		151,435	199,057
Direct Materials	454	604	1,320		2,378	4,650
Other Expenses					-	
Total	526,306	472,392	558,706	-	1,557,404	2,000,976
Revenues - Social Services						
State Sources	96,780	210,413	500,993		808,186	883,353
Federal Sources	305,881	344,554	269,360		919,795	1,157,579
Fees for Services	53,295	60,416	121,545		235,256	118,000
Other Sources	66,810	119,008			185,818	369,650

## Kanabec County Family Services 3rd Quarter 2021 Report

Fund Balance-Planned Use Total					-	
	522,766	734,391	891,898	-	2,149,055	2,528,582
Expenditures - Social Services						
Public Aid	402,819	391,777	440,577		1,235,173	1,686,130
Personal Services	515,491	525,114	607,924		1,648,529	2,281,033
Services & Charges	60,281	34,241	49,716		144,238	245,455
Direct Materials	710	1,115	1,431		3,256	6,100
Other Expenses					-	
Total	979,301	952,247	1,099,648	-	3,031,196	4,218,718
Revenues - IM & SS						
State Sources	148,908	264,670	429,671	-	843,249	1,078,685
Federal Sources	552,004	587,128	269,360	-	1,408,492	2,267,187
Fees for Services	53,295	60,416	75,343	-	189,054	118,000
Other Sources	153,817	238,590	121,545	-	513,952	497,000
Fund Balance-Planned Use Total	908,024	1,150,804	895,919	-	2,954,747	3,960,872
Expenditures - IM & SS						
Public Aid	539,880	520,886	440,577	-	1,501,343	2,176,230
Personal Services	820,730	834,022	607,925	-	2,262,677	3,588,202
Services & Charges	143,833	68,012	49,553	-	261,398	444,512
Direct Materials	1,164	1,719	3,666	-	6,549	10,750
Other Expenses						

## Kanabec County Family Services 3rd Quarter 2021 Report

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Total	1,505,607	1,424,639	1,101,721	-	4,031,967	6,219,694
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### CHILD PROTECTION

#### A. Major Highlights:

- Children have returned to in person learning at the school and this has helped to decrease the number of Child Welfare cases for Education concerns.
- Staff continues to work from home and this has proven to be successful in providing children and families quality services even as cases have increased.
- Staff participated in an onsite training and tour of therapy services at Manes for Change which offers animal assisted therapy opportunities to families and clients.
- Kids groups participated in hiking, swimming and fishing over the summer in smaller groups.

#### B. Trainings:

- Lunch and Learn All Building Meeting
- Staff participated in webinar trainings:
  - Families First
  - MSSA Regional Meeting
  - Helping Children Thrive
  - Court Review and Placement
  - Strategic Planning

#### C. Challenges/Concerns:

- Limited resources and waiting lists present a challenge to address the needs of clients.
  - Chronic chemical use/abuse in the county and its exposure children.
  - Limitations to services due to COVID.
  - Changes to access of services due to COVID and clients inability to adopt to be able to access services.
  - Recent changes to court hearings and the new PICK schedules. Court hearings are virtual which has reduced the opportunity to meet directly with the clients and their attorney's along with the loss of their sense for urgency to importance of the court process and timelines. Because of this there have been many delays making the court process longer for families and children, especially those in placement.

#### D. COVID-19 Pandemic

- This continues to be a concern and has significantly changed the way we are able to interact with families safely. There are still limitations of services and restrictions because of COVID

## Kanabec County Family Services 3rd Quarter 2021 Report

and recent concerns in the increase in cases in our community. We continue to do our best to social distance, mask when appropriate, screen home visits for symptoms and communicating with supervisors to stay up to date on changes to help reduce the risk of further spreading COVID.

### E. Looking Ahead:

- Children's Activity Fundraising – AVON.
- Continuation of Telecommuting.
- Continued changes to COVID recommendations and procedures.

<b><u>Children's Services Statistics</u></b>	<b>October 2020- December 2020</b>	<b>January 2021- March 2021</b>	<b>April 2021 – June 2021</b>	<b>July 2021- September 2021</b>
<b>Child Protection (CP)/Child Welfare (CW)</b> CP/CW intakes				
○ Opened for assessment	42	36	34	20
○ Screened out (CP only)	58	55	36	49
• Assessments & investigations	40	43	28	36
• Case management	41	109	108	30
• Open CHIPS court files (per child)	22	21	28	26
• Open Adoption Cases	0	0	3	3
• Completed Adoptions	0	0	0	0
<b>Parent Support Outreach Program (PSOP)</b>				
• PSOP intakes	4	2	4	2
• Opened for case management	0	0	0	1
<b>Children's Mental Health (CMH)</b> CMH intakes				
○ Opened for case management	7	11	3	4
○ Screened out	0	0	0	0
• Case management (per child)	39	46	27	52
<b>❖ Out of Home Placements</b>				
• Children's services placements	26	26	27	29
• Trial home visits	1	1	0	0
• Pre-adoptive/Pre-kinship home	4	4	1	4
• Extended foster care (Age 18-21)	1	1	1	1
• Probation placements	0	1	2	2

## **Kanabec County Family Services**

### **3rd Quarter 2021 Report**

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### **Children's Mental Health**

#### **A. Major Highlights:**

- Two youth discharged from placement
- Two youth continued in voluntary placement
- COVID 19 waivers for contact types expired in this quarter

#### **B. Trainings:**

- Alissa and Linda training highlights include A practitioners guide to the Family First Prevention Services Act, Adoption Medicine Clinic Symposium-Helping Children Thrive: A Multidisciplinary Approach to Evaluating Children Adopted or in Foster Care, 10 part Family First Prevention Services Act training series, Convene Real Happiness at Work, Convene 13 Things Mentally Strong Parent's Don't Do, 4 part CPT series webinars, Redefining Pain... Understanding Self-Injury.

#### **C. Challenges/Concerns:**

- We are still struggling to get required assessment instruments (Child and Adolescent Service Intensity Instrument and Strengths and Difficulties Questionnaire) from therapists.
- Changes in contacts as COVID 19 continues impact the delivery of case management services.
- 6 new intakes/requests for service this quarter, that makes 19 for 2021 we had 26 in all 2020.
- Worker illness impacting contacts at the end of the quarter.

#### **D. Looking Ahead:**

- Family First Prevention Services Act will change many aspects of our out of home placements process. This takes effect 9/30/2021.
- Trends of increased needs of clients and higher numbers of service requests will likely continue to impact our work over the next quarter.
- Anticipated changes in work flow due to COVID 19 workplace restrictions being lifted.
- COVID 19 related waivers appear to be ending soon. This will make face to face contacts mandatory again. Increase in travel time and mileage.

### **Adult Mental Health**

**Reporters:** Cassie Dahlberg, Kurt Seidel, Denise Danelius

#### **A. Major Highlights:**

- The Mental Health Unit continues to meet each Monday morning to address the progress of all clients on civil commitment and also to address specific client related concerns with our Mental Health Professionals. This is a valuable part of our ongoing service standard.

#### **B. Training Attended:**



## **Kanabec County Family Services**

### **3rd Quarter 2021 Report**

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- One staff attended a virtual conference sponsored by NAMI on the topic of Hoarding.

#### **C. Challenges and Concerns:**

- An increased level of team work was required to insure a high level of service delivery with the absence of a full-time worker during a portion of the report period.

#### **D. Trends:**

- New Civil Commitments have shown a steady decline during the quarter with several clients successfully completing treatment and generally following their respective discharge orders and participating in their treatment plans. Many physician statements in support of commitment were received during this time, however there did seem to be a lack of sufficient danger to self or others and a less restrictive level of care was able to be utilized to address the situation.

#### **E. Looking Ahead:**

- We will expect to see a continued high level of hospitalizations and the need to closely screen physician's requests for civil commitment as the psychiatric providers are forced to make the best decision possible for the patient within the 72-hour hold period. Clear communication with the psychiatric providers will be necessary to maintain solid working relationships and reduce frustrations between providers.

## **Community Support Program**

**Reporter:** Rhonda Bergstadt

#### **A. Major Highlights**

- We have held groups at the park again this year. This has been very beneficial to all who have attended. We worked on relaxation techniques to decrease anxiety which has become a major problem with the events of the past couple of years.

#### **B. Training Attended**

- I continue to complete research and training as needed to offer the best and most effective treatment to those I serve.

#### **C. Challenges and Concerns**

- As our society ages we are seeing additional cases of dementia. Many of our people have been on medications which are required for them to live in our communities and remain stable. However, these medications may increase age related brain diseases. Some of these symptoms mimic mental illness and are difficult to diagnose due to mental illness.
- With increase of job availability we are experiencing a shortage of daycare openings. Very few daycares are open evenings or overnights, this makes it difficult for parents of young children to work those hours.

#### **D. Looking Ahead**

## **Kanabec County Family Services**

### **3rd Quarter 2021 Report**

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- Winter is always a difficult time. I am hoping that additional one on one visits as well as groups alleviate some of their isolation.
- Fuel Assistance Applications have been completed for many of our people in hopes of decreasing the stressors that come with the heating season.

#### **E. Trends**

- Anxiety appears to be increasing in our people. I believe this is due to the continued uncertainty about illness, vaccinations, politics, supply chain, inflation, gas prices, heating cost, and housing cost and on and on.

### **DD Case Management**

#### **Vulnerable Adult**

**Reporter:** Kelly Mitchell, Chelsey Bottelson

#### **A. Major Highlights**

- Clients back to work at Day Programs
- Continued changes to the waiver system.
- All Clients eligible for the Covid Vaccine
- Changes to client meetings due to COVID-19.

#### **B. Training Attended**

- Staff attending online Convene trainings regarding various job related topics as well as completing professional reading and research.
- Staff started training on MNChoice 2.0

#### **C. Challenges and Concerns**

- Employment changes for clients have started to cause issues with GRH. Clients need to report income changes when they are no longer working, or when they do return to work.
- Voc Rehab and employment services are having a hard time finding places to conduct employment training due to COVID-19.
- There continues to be a need for SILS (Semi-Independent Living Services) and PCAs in the area. There has been a wait list for individuals waiting for those services.
- Day programs having trouble getting new client's started due to not being able to find staff to hire.
- Day programs are declining clients who are unable to wear masks.
- COVID-19 mandates are discouraging some individuals to attend day programs.
- Meetings frequently being cancelled and changed due to COVID-19 or exposure.
- Increase in providers and individuals requesting virtual meetings again.

#### **D. Looking Ahead**

- Managing ongoing changes with policies related to COVID-19.

## Kanabec County Family Services 3rd Quarter 2021 Report

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- Changes to the waiver system, waiver reimagine, MNChoices 2.0, and employment services. Case managers will need to stay up to date on changes, trainings, and the impact they have on clients.

### E. Trends

- Families seem to be moving around more. There has been an increase in transfer cases both incoming and outgoing.
- Continued need for respite.
- Continued need for Community Support Services referrals.
- Lack of services for children in the area.
- Increase in CADI and DD referrals.

## Licensing

**Reporters:** Tonya Burk, Danielle Linkert, Ashlee Lovaas

### A. Major Highlights

	Family Child Care	Child Foster Care	Adult Foster Care
<b>Last Quarter's No. of Providers</b>			
New Licenses			
Relicensing	2	1	3
Off Year Visits			
Change of Premise			
Pending Applications			
Correction Orders			
Negative Actions	1		
Extensions			
Investigations			
Closed Licenses		2	
Orientation provided for (number of persons)	2	4	1
Total Number of Providers in Kanabec County	26	12-CFC 1 - CRS	8 – AFC 13- CRS

### B. Training Attended (Ashlee)

- Monthly Foster Care Webinar (DHS)-8/19, 9/9

### C. Challenges and Concerns

- New Background Study and process – no training from DHS
- Effective recruitment strategies
- COVID-19

## Kanabec County Family Services 3rd Quarter 2021 Report

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### D. Looking Ahead

- Foster Care Orientation will be held in November
- Fingerprint based background studies resume

### E. Trends- Mask requirements in Community Residential Settings

## Aging Services Care Coordination

**Reporter:** Krista Eye and Aliina Olson

### A. Major Highlights:

- Completing initial assessments and reassessments with clients in their homes.

### B. Training Attended:

- Work on MNCHOICE training through DHS Trainlink to become certified assessors for new system for assessments.

### C. Challenges and Concerns:

- Our clients needing more help in the home such as PCA services or HHA services and the lack of providers and employees to fill these hours and positions needed.

### D. Trends:

- Growth of this case load and clients turning 65.

### E. Looking Ahead:

- Implementing the new MNCHOICE model for our assessment/reassessment and care plan piece with SCHA in November.

**Case Load Total-131**

**New- 13**

Program Area – Adult Services	01/01/2021 To 03/31/2021	04/01/2021 To 06/30/2021	07/01/2021 To 09/30/2021	10/01/2021 To 12/31/2021	Year To Date Data
<b>702 Social Services</b>					
MNChoices					
# New Assessments	5	14	11		
# Reassessments	55	72	56		
SCHA Community Well – New Enrollees					
# New Enrollees	8	14	13		
Total Members Served	107	118	131		
CADI Waiver					

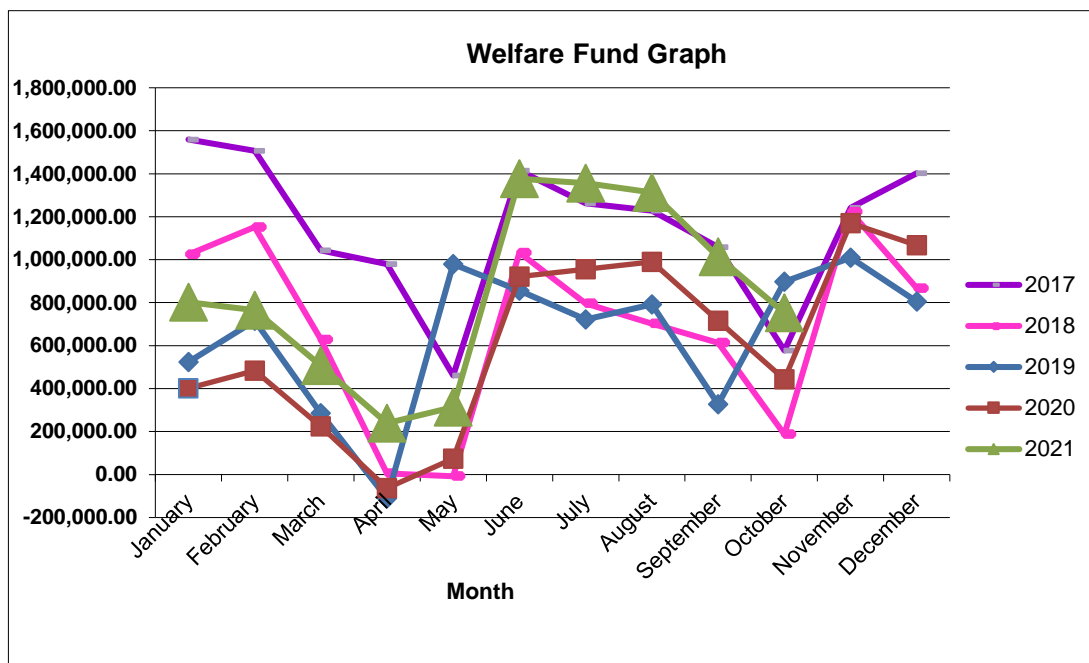
## Kanabec County Family Services

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# clients on waiver	89	89	94		
# adults	70	70	70		
# children	19	19	24		
# clients in residential setting	26	23	29		
# receiving employment services	19	23	25		
Relocation Services					
# receiving RSC	0	0	0		
<b>710 Licensing</b>					
Family Child Care					
# homes active	25	26	26		
# newly licensed	1	1	0		
# relicensed	2	8	2		
Child Foster Care					
# homes active	14	15	13		
# newly licensed	1	3	0		
# relicensed	2	2	1		
Adult Foster Care/Comm Resid Setting					
# homes active	19	21	21		
# newly licensed	1	2	0		
# relicensed	2	0	3		
<b>730 Chemical Dependency</b>					
# Rule 25 assessments	0	3	0		
# Detox paid	3	4	3		

	2017	2018	2019	2020	2021
January	1,559,203.05	1,024,705.97	523,556.70	401,131.39	802,602.99
February	1,507,019.98	1,151,821.98	715,738.74	483,781.08	764,375.81
March	1,044,116.93	629,190.77	285,341.21	225,078.17	507,711.89
April	979,174.37	5,607.36	-109,902.43	-63,141.11	239,129.82
May	461,452.14	-7,853.46	979,247.26	73,382.15	313,993.85
June	1,413,892.29	1,032,778.15	855,820.47	920,867.09	1,376,518.14
July	1,262,151.35	796,820.09	721,467.48	955,700.06	1,355,779.92
August	1,228,621.03	703,093.77	791,435.79	990,235.56	1,312,346.82
September	1,058,187.52	613,301.63	326,963.03	716,408.79	1,012,985.41
October	577,905.27	187,807.92	897,606.65	443,084.51	753,774.16
November	1,241,274.27	1,222,983.64	1,008,939.34	1,170,024.75	
December	1,402,699.93	867,114.62	804,618.63	1,067,709.00	
Totals	13,735,698.13	8,227,372.44	7,800,832.87	7,384,261.44	8,439,218.81
Averages	1,144,641.51	685,614.37	650,069.41	615,355.12	843,921.88
6 month Avg.	1,128,473.23	731,853.61	758,505.15	890,527.11	1,020,899.72
Rolling 12 month Avg	1,144,641.51	685,614.37	650,069.41	615,355.12	889,746.05



Kanabec County Family Services - Board Financial Report							Through October 2021							
	Total year to date/			8.33%	16.67%	25.00%	33.33%	41.67%	50.00%	58.33%	66.67%	75.00%	83.33%	
Department	Budget	% of budget	Total	January	February	March	April	May	June	July	August	September	October	
Income Main. Service														
Exp	689,139.00	84.06%		579,267.69	51,854.59	63,387.07	80,380.32	51,877.25	54,027.63	51,235.29	72,153.99	51,381.65	51,681.54	51,288.36
Rev	385,501.00	63.29%		243,970.27	10,047.98	56,794.47	10,047.98	9,841.60	59,709.01	9,841.60	18,219.50	49,176.71	10,179.50	10,111.92
Tax	295,906.00	52.01%		153,893.48	4,747.06					149,146.42				
State Shared Rev				15,074.68							12,718.29			2,356.39
Recoveries														
Exp	19,100.00	85.63%		16,355.08	3,262.28	0.00	1,917.78	1,505.83	1,945.70	0.00	3,177.13	1,980.20	1,826.93	739.23
Rev	19,100.00	87.60%		16,731.29	1,941.31	818.09	1,469.78	2,180.99	2,727.44	2,158.51	1,383.61	453.56	2,000.92	1,597.08
Tax	24,847.00	52.04%		12,929.66	405.92					12,523.74				
State Shared Rev				1,265.81							1,067.95			197.86
Burials														
Exp	25,000.00	54.93%		13,731.26	0.00	863.01	1,800.00	5,400.00	0.00	832.00	1,896.25	0.00	0.00	2,940.00
Rev				0.00										
Tax				0.00										
Child Support														
Exp	359,777.00	80.06%		288,024.15	26,967.91	23,235.11	40,119.83	23,276.07	30,879.16	23,261.31	39,213.01	27,710.22	26,383.27	26,978.26
Rev	412,000.00	70.80%		291,712.80	29,456.92	55,770.28	15,789.49	25,068.67	45,964.81	15,245.00	32,792.76	39,238.06	16,255.37	16,131.44
Tax														
MA Services														
Exp	483,900.00	100.11%		484,409.12	37,587.78	21,091.85	70,538.34	48,621.27	52,283.14	27,984.09	31,741.07	108,155.63	26,342.54	60,063.41
Rev	418,000.00	123.27%		515,281.22	59,053.49	31,205.13	73,017.31	29,650.19	50,174.73	119,238.91	12,378.04	57,546.93	27,106.94	55,909.55
Tax	64,151.00	52.02%		33,371.39	1,037.36					32,334.03				
State Shared Rev			3,268.10							2,757.25			510.85	
Child Care														
Exp	230,950.00	60.49%	139,711.77	31,466.06	8,840.21	14,748.44	6,901.63	7,805.52	9,107.12	6,512.87	7,901.92	14,305.16	32,122.84	
Rev	229,768.00	70.32%	161,569.26	858.00	745.00	77,369.00	585.00	74,117.26	739.00	768.00	5,117.00	652.00	619.00	
Tax	1,129.00	52.09%	588.05	18.79					569.26					
State Shared Rev			57.53							48.54			8.99	
Fraud														
Exp	75,704.00	81.87%	61,979.75	5,930.22	5,953.80	5,865.82	6,436.80	5,865.81	5,942.53	8,342.25	5,874.81	5,901.89	5,865.82	
Rev			0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Tax	73,863.00	52.00%	38,409.87	1,180.19					37,229.68					
State Shared Rev			3,762.92							3,174.72			588.20	
Adult Services														
Exp	3,500.00	68.00%	2,380.00	33.30	0.00	2,346.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Rev	8,817.00	84.47%	7,448.00	16.67	0.00	33.34	16.67	16.67	16.67	7,281.30	33.34	16.67	16.67	
Tax														
Dev. Disability														
Exp	91,389.00	57.73%	52,757.78	4,988.66	4,527.59	4,891.63	6,583.89	5,072.69	4,575.23	6,591.92	4,147.53	6,222.09	5,156.55	
Rev	73,941.00	43.30%	32,019.00	0.00	10,606.00	0.00	0.00	10,193.00	0.00	0.00	11,220.00	0.00	0.00	
Tax	16,941.00	52.56%	8,903.50	364.58					8,538.92					
State Shared Rev			863.06							728.15			134.91	

Mental Health													
Exp	1,216,129.00	88.90%	1,081,172.68	93,026.89	117,059.81	101,367.94	119,009.34	106,998.11	102,292.38	136,243.14	117,176.94	90,716.31	97,281.82
Rev	693,784.00	109.44%	759,267.24	15,137.98	49,929.36	60,463.85	80,836.27	86,654.55	160,406.48	74,512.27	109,663.65	50,424.40	71,238.43
Tax	509,364.00	52.12%	265,490.48	8,753.69					256,736.79				
State Shared Rev			25,949.16							21,892.94			4,056.22
Chemical Dependency													
Exp	117,000.00	36.15%	42,292.93	1,620.00	0.00	2,000.00	3,221.06	9,049.12	1,950.00	15,008.56	0.00	7,444.19	2,000.00
Rev	51,000.00	63.99%	32,632.81	747.25	9,369.46	0.00	0.00	4,808.00	0.00	5,929.39	11,778.71	0.00	0.00
Tax	64,376.00	50.40%	32,447.89	0.00					32,447.89				
State Shared Rev										2,766.96			512.65
Child Services													
Exp	567,262.00	79.44%	450,611.11	34,279.23	31,007.16	70,623.34	33,885.81	36,506.28	57,560.39	50,175.79	37,884.79	63,915.27	34,773.05
Rev	341,681.00	77.27%	264,025.35	9,327.07	41,967.49	10,063.28	11,010.79	39,587.93	19,088.81	63,855.62	56,556.10	6,800.38	5,767.88
Tax	220,009.00	52.65%	115,842.10	4,950.02					110,892.08				
State Shared Rev			11,208.20							9,456.20			1,752.00
Social Services													
Exp	1,278,208.00	80.34%	1,026,877.82	95,243.93	94,909.96	92,572.30	94,967.91	96,107.29	98,883.14	148,172.51	107,350.53	99,475.63	99,194.62
Rev	1,061,420.00	92.37%	980,463.04	50,849.88	115,773.01	54,655.76	48,133.99	133,888.52	46,115.99	300,751.25	123,859.82	53,832.48	52,602.34
Tax	211,426.00	51.94%	109,820.60	3,254.91					106,565.69				
State Shared Rev			10,770.92							9,087.27			1,683.65
Income Main. Admin													
Exp	88,074.00	79.85%	70,330.87	6,530.06	6,527.64	6,439.62	6,676.63	7,348.64	6,394.63	9,783.55	6,705.25	6,870.03	7,054.82
Rev	52,372.00	67.27%	35,231.84	1,235.14	8,716.90	1,235.14	1,456.56	8,035.68	2,465.56	1,251.66	8,339.70	1,251.66	1,243.84
Tax	34,786.00	51.87%	18,044.43	511.19					17,533.24				
State Shared Rev			1,772.13							1,495.12			277.01
Social Services Admin.													
Exp	301,984.00	72.20%	218,034.78	22,485.54	23,816.23	23,972.50	22,073.56	21,509.27	16,835.68	29,430.39	18,710.48	20,256.79	18,944.34
Rev	65,000.00	63.20%	41,083.00	0.00	14,854.00	0.00	0.00	13,296.00	0.00	0.00	12,933.00	0.00	0.00
Tax	231,078.00	52.05%	120,274.50	3,803.66					116,470.84				
State Shared Rev			11,772.06							9,931.92			1,840.14
FS Admin													
Exp	672,578.00	83.21%	559,628.68	69,803.74	54,781.56	44,941.17	50,571.59	49,153.52	52,224.61	82,274.25	53,079.65	50,308.93	52,489.66
Rev	148,488.00	65.25%	96,895.67	3,716.88	21,224.63	3,716.88	3,645.84	30,242.31	3,645.84	3,768.84	18,709.92	3,768.84	4,455.69
Tax	510,946.00	52.08%	266,092.00	8,558.24					257,533.76				
State Shared Rev			26,029.13							21,960.91			4,068.82
Agency Totals													
Exp	6,219,694.00	81.80%	5,087,565.47	485,080.19	456,001.00	564,525.73	481,008.64	484,551.88	459,078.40	640,716.68	548,059.60	471,650.57	496,892.78
Rev	3,960,872.00	87.82%	3,478,330.79	182,388.57	417,773.82	307,861.81	212,426.57	559,415.91	378,962.37	522,892.24	504,626.50	172,289.16	219,693.84
Tax	2,258,822.00	52.07%	1,176,107.95	37,585.61	0.00	0.00	0.00	0.00	1,138,522.34	0.00	0.00	0.00	0.00
State Shared Rev			115,073.91	0.00	0.00	0.00	0.00	0.00	0.00	97,086.22	0.00	0.00	17,987.69
Total Revenue	6,219,694.00	76.68%	4,654,438.74	219,974.18	417,773.82	307,861.81	212,426.57	559,415.91	1,517,484.71	619,978.46	504,626.50	172,289.16	237,681.53



# Board Approval Report

SSIS pymt. batch #: 109473648

Paid Cnty Vendor	Total Payments		Total Amount
Americinn By Wyndham Mora, 000001150	1		117.55
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>
Community Support Services	434	1	117.55
Bartel/Phyllis, 000010615	2		160.00
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>
Child Respite Care	489	2	160.00
Bear Buddies Child Development Center, 000010644	1		880.00
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>
Family Assessment Response Services	164	1	880.00
Bliss/Jenny, 000010784	2		7,865.00
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>
Adult Outpatient Psychotherapy	452	2	7,865.00
Central Minnesota Jobs & Training, 000015800	2		17,084.85
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>
Statewide MFIP Employment Services	237	2	17,084.85
Community Living Options, 000011478	1		341.60
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>
Semi-Independent Living Services (SILS)	534	1	341.60
DHS STATE OPERATED SERVICES, 000011816	6		310.50
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>
State-Operated Inpatient	472	6	310.50
East Central Energy, 000012080	1		319.01
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>
Parent Support Outreach Services	167	1	319.01
Families in Transition Services Inc, 000012296	6		570.00
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>
Family-Based Counseling Services	162	6	570.00
Family Pathways, 000012298	23		1,630.00
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>
Family-Based Counseling Services	162	23	1,630.00
Ignaszewski/Karissa, 000012959	2		10,575.00
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>
Adult Outpatient Psychotherapy	452	2	10,575.00
Life House, Inc., 000013641	1		5,393.07
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>
Children's Group Residential Care	183	1	5,393.07
Nexus-Gerard Family Healing , LLC, 000012394	1		10,115.92
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>
Children's Residential Treatment	483	1	10,115.92
Options Residential, 000015334	1		1,453.28
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>
Child Family Foster Care	181	1	1,453.28
PHASE, Inc., 000015579	2		1,173.84
<b>Svc Description</b>	<b>Svc Code</b>	<b>Payments</b>	<b>Amount</b>
Day Training and Habilitation	566	1	789.84
Transportation	516	1	384.00

# Board Approval Report

Paid Cnty Vendor				Total Payments	Total Amount
Richardson MD/Paul T, 000016136				2	4,045.00
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	2	4,045.00		
RSI, 000016246				2	477.54
Svc Description	Svc Code	Payments	Amount		
Semi-Independent Living Services (SILS)	534	2	477.54		
School District of New Richmond, 000017138				2	338.25
Svc Description	Svc Code	Payments	Amount		
Family Assessment Response Services	164	2	338.25		
Teen Focus Recovery Center, 000016926				1	141.00
Svc Description	Svc Code	Payments	Amount		
Family Assessment Response Services	164	1	141.00		
Village Ranch, Inc., 000017414				6	7,423.57
Svc Description	Svc Code	Payments	Amount		
Child Family Foster Care	181	6	7,423.57		
Volunteers Of America, 000017460				4	2,649.94
Svc Description	Svc Code	Payments	Amount		
Semi-Independent Living Services (SILS)	534	4	2,649.94		
Report Totals:				69	73,064.92

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

Signature

Title

Date

Vendor Name	Amount
Health Insurance Reimbursement	\$ 148.50
Jen Anderson	\$ 343.28
Health Insurance Reimbursement	\$ 1,605.88
Health Insurance Reimbursement	\$ 94.24
Association of MN Counties	\$ 125.00
Health Insurance Reimbursement	\$ 585.66
MH Transportation FC	\$ 324.80
Health Insurance Reimbursement	\$ 148.50
Rhonda Bergstadt	\$ 499.75
Medical Mileage	\$ 50.68
Chelsey Bottelson	\$ 65.30
Health Insurance Reimbursement	\$ 148.50
Health Insurance Reimbursement	\$ 555.02
Card Services	\$ 105.00
Medical Mileage	\$ 112.40
Health Insurance Reimbursement	\$ 148.50
Tim Dahlberg	\$ 119.27
Health Insurance Reimbursement	\$ 148.50
Denise Danelius	\$ 124.32
DHS	\$ 11,553.58
DHS (LCTS)	\$ 239.00
Health Insurance Reimbursement	\$ 400.72
DNA (Child Support Blood Test)	\$ 54.00
Health Insurance Reimbursement	\$ 148.50
Health Insurance Reimbursement	\$ 148.50
Health Insurance Reimbursement	\$ 148.50
Medical Mileage	\$ 62.48
Health Insurance Reimbursement	\$ 148.50
Gearhart Funeral Home	\$ 1,800.00
Medical Mileage	\$ 35.20
Medical Mileage	\$ 74.80
Health Insurance Reimbursement	\$ 148.50
Health Insurance Reimbursement	\$ 173.00
Health Insurance Reimbursement	\$ 148.50
Katie Heacock	\$ 95.20
Health Insurance Reimbursement	\$ 347.19
Health Insurance Reimbursement	\$ 148.50
Leah Hjort	\$ 375.20
Health Insurance Reimbursement	\$ 1,270.00

Linda Hosley	\$	333.07
Charles Hurd	\$	253.12
Innovative Office Solutions	\$	494.46
IT Savvy	\$	230.96
Medical Mileage	\$	466.50
Health Insurance Reimbursement	\$	168.30
Health Insurance Reimbursement	\$	148.50
Kanabec County Aud Treas	\$	4,953.67
Kanabec County Comm Health	\$	14,282.21
Tamara Kelash	\$	137.20
Medical Mileage	\$	162.40
Health Insurance Reimbursement	\$	148.50
Health Insurance Reimbursement	\$	148.50
Medical Mileage	\$	60.28
Health Insurance Reimbursement	\$	410.52
Kanabec County Probation (LCTS)	\$	18,800.00
Medical Mileage	\$	459.45
Patty Kruse	\$	33.04
Kari Lindstrom	\$	241.92
Medical Mileage	\$	29.12
Marco Technologies	\$	1,366.92
Alissa McDermeit	\$	488.32
Health Insurance Reimbursement	\$	148.50
MN Department of Health	\$	40.00
Kelly Mitchell	\$	139.44
MNCCC	\$	175.00
Health Insurance Reimbursement	\$	561.48
Health Insurance Reimbursement	\$	148.50
Health Insurance Reimbursement	\$	178.78
Health Insurance Reimbursement	\$	148.50
Health Insurance Reimbursement	\$	148.50
Health Insurance Reimbursement	\$	148.50
Health Insurance Reimbursement	\$	148.50
Health Insurance Reimbursement	\$	148.50
Medical Mileage	\$	28.16
Medical Mileage	\$	79.20
Premier Biotech Labs	\$	349.57
Procentive	\$	295.00
Health Insurance Reimbursement	\$	148.50
Health Insurance Reimbursement	\$	148.50

Health Insurance Reimbursement	\$	571.48
Health Insurance Reimbursement	\$	148.50
Health Insurance Reimbursement	\$	203.92
Health Insurance Reimbursement	\$	918.46
Health Insurance Reimbursement	\$	148.50
Health Insurance Reimbursement	\$	203.88
Health Insurance Reimbursement	\$	148.50
Health Insurance Reimbursement	\$	97.60
Kristen Struss	\$	192.86
Sue's Bus Service	\$	1,638.00
Health Insurance Reimbursement	\$	148.50
Teen Focus Recovery Center	\$	485.53
Health Insurance Reimbursement	\$	306.28
Timber Trails	\$	3,393.65
Health Insurance Reimbursement	\$	148.50
Medical Mileage	\$	29.70
Pam Vojvodich	\$	268.80
Health Insurance Reimbursement	\$	337.48
Health Insurance Reimbursement	\$	148.50
Health Insurance Reimbursement	\$	687.72
Health Insurance Reimbursement	\$	319.94
Health Insurance Reimbursement	\$	319.94
Health Insurance Reimbursement	\$	562.01
Sharon Wright	\$	99.12

<b>TOTAL IFS DOLLARS</b>	<b>\$</b>	<b>81,500.43</b>	103 Total IFS Vendors
<b>TOTAL SSIS DOLLARS</b>	<b>\$</b>	<b>73,064.92</b>	22 Total SSIS Vendors
<b>GRAND TOTAL</b>	<b>\$</b>	<b>154,565.35</b>	125 Total Vendors

# 9:30am Appointment

November 16, 2021

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Rise, Inc. Building Lease Agreement	<b>b. Origination:</b> County Coordinator's Office
<b>c. Estimated time:</b> 10 minutes	<b>d. Presenter(s):</b> Mike Harper, Rise, Inc.

**e. Board action requested:**

### Resolution #\_\_\_ - 11/16/21

**WHEREAS** the Rise, Inc. utilizes space in the Public Services Building, and

**WHEREAS** the annual lease agreement is due for renewal,

**BE IT RESOLVED** that the Kanabec County Commissioners approve the attached lease agreement and rate increase from \$175 per month to \$180 per month for Rise, Inc. for FY 2022.

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### **f. Background:**

In consideration of the renewal of the Building Lease Agreement with Rise, Inc. the Board of Commissioners requested additional information from Rise, Inc.

Supporting Documents: None    Attached: ☒

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



OFFICE OF THE  
**KANABEC COUNTY COORDINATOR**

18 North Vine Street Suite 181

Mora, MN 55051

Telephone: (320) 679-6440

Fax: (320) 679-6441

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## Lease Agreement

**This Agreement** (“Agreement”) between the County of Kanabec, Minnesota (“County”) and Rise, Inc. (“Lessee”) is effective January 1, 2022.

The term of this Agreement shall be one (1) year, beginning on January 1, 2022 and ending on December 31, 2022, unless earlier terminated as provided herein.

The leased space is owned by the County and is located at 905 East Forest Avenue, Suite 150, Room 162, Mora, MN 55051. The leased space is described as office space for the purpose of business, and is approximately 100 square feet.

Lessee shall pay rent in the amount of **\$180.00** per month, due on or before the first of each month. The check shall be made payable to the Kanabec County Auditor/Treasurer and delivered to the Kanabec County Coordinator at 18 N. Vine Street, Suite 181, Mora, MN 55051.

The County shall furnish and pay for all utilities not including telephone service. The County will provide telephone service under separate agreement.

Lessee agrees to carry insurance for its property located in the leased space, and is solely responsible for securing and maintaining its own insurance.

Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County’s liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws.

Any and all employees of Lessee shall be considered employees of Lessee only, and not of the County, and that any and all claims that may or might arise under the Workers’ Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees which so engaged on any of the work or services provided to be rendered herein shall be the sole obligation and responsibility of Lessee.

The tenant will pay for any damages or alterations done to premises. Any alterations to the leased space must be pre-approved and in writing before starting. Premises and fixtures shall be in as good

a condition as when tenant took possession except for normal wear. Tenants shall keep grounds and premises clean and free of all trash and litter.

Termination of the Agreement in its entirety requires a minimum of thirty (30) days prior notice. Notice shall be dated and provided in writing to the parties listed below as the contacts for this Agreement as follows:

Contact Name: Mike Harper  
Rise Incorporated  
8406 Sunset Road NE  
Spring Lake Park, MN 55432  
Phone: 763-783-2817  
Fax: 763-783-0008  
e-mail: Mharper@rise.org

Contact Name: Kris McNally  
Kanabec County  
18 N Vine Street, Suite 181  
Mora, MN 55051  
Phone: 320-679-6440  
Fax: 320-679-6441  
email: kris.mcnally@co.kanabec.mn.us

|                   **IN WITNESS WHEREOF**, the parties by their respective authorized agents or \_\_\_\_officers have executed this Agreement.

**COUNTY OF KANABEC**

**RISE, INC.**

DATE\_\_\_\_\_

DATE\_\_\_\_\_

BY \_\_\_\_\_  
Chair, County Board of Commissioners

BY \_\_\_\_\_  
Tim Dickie, Vice President



# 9:45am Appointment

November 16, 2021

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> University of Minnesota, Extension Agreement	<b>b. Origination:</b> University of Minnesota- Extension
<b>c. Estimated time:</b> 15 minutes	<b>d. Presenter(s):</b> Susanne Hinrichs

**e. Board action requested:**

Approve the following resolution:

### Resolution # \_\_\_\_-11/16/21

**WHEREAS** the University of Minnesota provides Extension programs locally and employs Extension staff through funding by the taxpayers in Kanabec County; and

**WHEREAS** Kanabec County desires to continue offering these programs at this time;  
and

**WHEREAS** the Kanabec County Board of Commissioners has budgeted these programs for FY 2022;

**BE IT RESOLVED** that the Kanabec County Board of Commissioners hereby approves the agreement with the University of Minnesota for Providing Extension Programs Locally and Employing Extension Staff and authorizes the Board Chair, County Attorney, and County Coordinator to sign said agreement.

---

**f. Background:**

Additional information was requested by the Board on 11/2/21 in consideration of this resolution and agreement.

Supporting Documents: None    Attached: ☒

**Date received in County Coordinators Office:**

**Coordinators Comments:**

**Agreement  
Between the University of Minnesota  
And  
Kanabec County  
For providing Extension programs locally and  
employing Extension Staff**

**This Agreement** (“Agreement”) between the County of Kanabec, Minnesota (“County”) and Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 (“University”) is effective January 1, 2022, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2022 and ending on December 31, 2024, unless earlier terminated as provided in paragraphs 8 and 9.

**WITNESSETH:**

**WHEREAS**, Minn. Stat. §38.34 authorizes a Board of County Commissioners to incur expenses and spend money for County Extension work; and

**WHEREAS**, the money set aside and appropriated by the County Board in the County Extension Fund may be paid out by orders of the University’s Director of Extension, or the Director’s designee, as identified in Minn. Stat. §38.36, Subd. 3; and

**WHEREAS**, Minn. Stat. §38.37 provides that Extension educators must be employed according to University personnel procedures and must be University employees; and

**WHEREAS**, it is the intention of the County and University that the University shall provide Extension services on behalf of the County in exchange for considerations as detailed herein.

**NOW THEREFORE**, in consideration of the mutual undertaking and agreements contained within this Agreement, the County and University hereby agree as follows:

1. In accordance with Minn. Stat. §38.37 County desires to augment University’s state-wide Extension programs. The programs that the County will augment are detailed in Table A below.

Table A

Program/Position	FTE	2022 Price	FTE	2023 Price	FTE	2024 Price
Extension Educator, Agriculture						
Extension Educator, 4-H Youth Development	1	\$ 76,949	1	\$ 78,681	1	\$ 80,648
Program Coordinator, Horticulture or Master Gardener						
Total						

<sup>1</sup> List program area of responsibility: Agriculture, Food, Natural Resources; Community Vitality; Family Development

2. County recognizes that University costs for supporting these positions may increase from year to year. The costs payable for these positions are reviewed by the Association of Minnesota Counties' ("AMC") Extension Committee and University's Extension central administration, at which time the parties will agree on an appropriate inflation factor for the coming year(s). Unless County and University otherwise agree, the inflation factor will be as agreed to by AMC and University.

3. Based on the County's funding commitment, University will be responsible for providing salary & fringe benefits for the positions, enhanced programming from regional extension educator staff, program supervision, travel (mileage, meals, and lodging), in-service training within program area, payroll, and accounting services.

The County agrees to provide local support in the form of support staff, office space, office furnishings, telephone, computer, software, internet service, storage space, and general office supplies. The University will recommend support staff responsibilities, technology needs and other office standards. Nevertheless, the level of availability and type of local support will be determined by the County as established in the annual budget.

4. University will bill the County on a quarterly basis and the County will submit payment within thirty-five (35) days of receipt of the bill. The total annual amount to be paid by the County shall be paid in four (4) equal quarterly payments.

5. During an extended leave of absence (e.g. FMLA; educational leave), the University will continue the program with regional educators and/or temporary employees with involvement and concurrence of the County, The County will be billed at the contract price and will not incur any additional charges for regional educators or temporary employees.

6. As vacancies occur (e.g. retirement, resignation), and if the County and University agree to continue to support the desired program and position, University will hire new personnel with involvement and concurrence of the County. The County will not be billed for a position during the time that position is vacant. If temporary employees are hired to continue the program during the hiring process, the County will be billed at the contract price.

7. The University will complete an annual performance evaluation of each University Extension employee working in the County and supporting the programs identified in paragraph 1. The County Extension Committee will have the option to provide input to University on such evaluation. The University in accordance with University personnel guidelines will determine salary adjustment of each University Extension employee.

8. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.34.

9. Nothing in this Agreement precludes the County or University at any time during the term of this Agreement from requesting a modification of the County Extension program, including an adjustment of the number of University Extension personnel working in the County. The County or University will provide a minimum of ninety (90) days prior notice if either party desires a change in programs that results in a decrease in the staffing or funding level, and both parties agree to enter into good faith discussions to address such request.

10. If University or the County in good faith determines that funding is no longer available to support the programs or positions providing services locally, either party may terminate this Agreement. Termination of the Agreement in its entirety requires a minimum of ninety (90) days prior notice. Notice shall be dated and provided in writing to the parties listed below as the contacts for this Agreement.

If to County:	Kanabec County Board of Commissioners c/o County Coordinator 18 North Vine St, Suite 181 Mora, MN 55051 Facsimile No: 320-679-6441
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If to University:	University of Minnesota Minnesota Extension Attn: Dean Beverly Durgan 240 Coffey Hall 1420 Eckles Avenue St. Paul, MN 55108 Facsimile No.: 612-625-6227 E-mail: mnext@umn.edu
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11. Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws. The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

12. Pursuant to Minn. Stat. §16C.05, Subd. 5, the University agrees that County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to

examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of relating to this Agreement. University agrees to maintain these records in accordance with applicable law.

13. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

14. The University is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, sexual orientation or other classifications protected by state or federal law. In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363A; by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by the Americans With Disabilities Act of 1990; by Executive Order 11246, as amended; by 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.

15. This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

**IN WITNESS WHEREOF**, the parties by their respective authorized agents or officers have executed this Agreement.

**COUNTY of Kanabec**

**Regents of the University of Minnesota**

BY \_\_\_\_\_  
Chair, County Board of Commissioners

BY \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

Approved as to form:

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

DATE \_\_\_\_\_

BY \_\_\_\_\_  
County Coordinator

DATE \_\_\_\_\_

## UNIVERSITY OF MINNESOTA

*University of Minnesota Extension*

*Kanabec County*

*County Courthouse  
18 N. Vine Street, Suite 181  
Mora, MN 55051-1351  
320-679-6340  
Fax: 320-679-6495  
www.extension.umn.edu  
mnext-kanabec@umn.edu*

11/12/2021

Dear Kanabec County Commissioners,

County Coordinator Kris McNally notified me that some questions came up when considering the 2022-2024 Memorandum of Agreement, the vehicle used to contract for services locally between counties and U of M Extension. I am happy to respond with some information and look forward to visiting with you at your next board meeting on November 16.

The Memorandum of Agreement is an agreement with the Regents of the University of Minnesota for the delivery of the selected Extension programs within the county. The package price includes the following costs for any contracted Extension program:

- Salary and Fringe
- Mileage, Meals, and Lodging
- Professional Development and Training
- Program and Staff Supervision
- University Payroll and Accounting Services
- Connection to University of Minnesota Research

In the last number of years, Kanabec County has contracted for a 4-H Extension Educator position locally. During the past three calendar years (2018 - 2020), MOA funds were expended 93.52% on salary/fringe and 6.48% on non-salary/fringe.

The University of Minnesota defines 1 FTE as 2080 hours per year which is an average of 40 hours per week, 52 weeks per year. The 2080 hours include holidays, vacation, and sick leave. Any hours in a weeks' time over 50 need approval by a supervisor.

Referring to statements 9 and 10 in the Memorandum of Agreement, statements 9 and 10 refer to the same 90-day clause. If either party, the county or the university, needs to adjust the number of University Extension personnel working in the County or determines in good faith that funding is no longer available to support the programs or positions providing services locally, either party may terminate this agreement by giving notice with a minimum of 90 days written notice. I would imagine that notice would be between Kris and myself and we would notify the other party.

Continued on second page

## Kanabec County 4-H

The 4-H enrollment year runs concurrent with the school year from October through September of the next year. Over the last number of years prior to COVID, the 4-H membership has remained fairly constant with 225-250 youth participating and around 60 screen volunteers.



Families are re-enrolling for the current program year at this time and it is notable that Kanabec County 4-H has seen an uptick in new families who hadn't been involved with 4-H before. In 2021, **43 young people so far who haven't been in 4-H before** are participating in 4-H youth development programs in Kanabec County. The County Extension Committee has encouraged increased 4-H communication efforts and this is making a difference. More young people who haven't before participated in 4-H are learning and exploring their interests in the more than 60 4-H project areas that are available to Kanabec County youth.

4-H is finding that during the pandemic, families have turned to programs where they can learn together and 4-H fits that bill. The sky's the limit! 4-H offers learning experiences in science, photography, agriculture, healthy living, civic engagement and much more. 4-H has one-day events, year-long projects and everything in between. There are many ways to try 4-H.

Thank you!

Sincerely,

A handwritten signature in purple ink that reads "Susanne Hinrichs".

Susanne Hinrichs  
Regional Director, Northeast Region



# 10:00am PUBLIC HEARING

November 16, 2021

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> NOTICE OF PUBLIC HEARING INTENT TO AMEND ORDINANCE NO. 11 WASTE TIRE ORDINANCE	<b>b. Origination:</b> Board of Commissioners
<b>c. Estimated time:</b> 30 minutes	<b>d. Presenter(s):</b>

**e. Board action requested:**

### KANABEC COUNTY BOARD OF COMMISSIONERS

#### NOTICE OF PUBLIC HEARING INTENT TO AMEND ORDINANCE NO. 11 WASTE TIRE ORDINANCE

NOTICE IS HEREBY GIVEN that the Kanabec County Board of Commissioners intends to amend the existing Waste Tire Ordinance No. 11, which regulates the establishment, construction, modification, ownership, or operation of waste tire facilities, and the storage, use, processing and disposal of waste tires and waste tire products in Kanabec County.

A public hearing will be held on this matter during a Regular Board Meeting on the 16<sup>th</sup> day of November, 2021 at 10:00am in Meeting Rooms 3 & 4 of the Courthouse. Please see the Kanabec County website at [www.kanabecounty.org](http://www.kanabecounty.org) for more details.

*For further information, contact the office of the Kanabec County Coordinator at 679-6440 or [coordinator@co.kanabec.mn.us](mailto:coordinator@co.kanabec.mn.us)*

**f. Background:**

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

**Date received in County Coordinators Office:**

**Coordinators Comments:** As of 11/12/21, no written comments regarding this proposed ordinance change had been received by the Coordinator's Office.

Legal Notice was published in Kanabec County Times 11/4/21



## DRAFT ORDINANCE WITH CHANGES SHOWN

### ORDINANCE #11, Regulating Waste Tires and Used Tires

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

### Subdivision 2. Definitions.

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

### Subdivision 3. Waste Tire Facility Permit Required.

- 3.1 Except as provided in 3.2, no person may do any of the following within Kanabec County without obtaining and possessing a valid Waste Tire Facility Permit from the Minnesota Pollution Control Agency and the Kanabec County Board of Commissioners:
- 3.1.1 Store, process or dispose of waste tires or tire-derived products; or
  - 3.1.2 Establish, construct, modify, own or operate a waste tire facility.
- 3.2 Exclusions. The following persons are not required to obtain a Waste Tire Facility Permit:
- 3.2.1 ~~A retail tire seller for the retail selling site if no more than 500 waste tires are kept on the business premises;~~  
A registered and trademarked retail tire seller who is located in Kanabec County for the retail selling site if no more than 500 waste tires are kept on the business premises;
  - ~~3.2.2 An owner or operator of a tire re-treading business for the business site if no more than 3,000 waste tires are kept on the business premises;~~
  - ~~3.2.3 An owner or operator of a business who, in the ordinary course of business, removes tires from motor vehicles if no more than 500 waste tires are kept on the business premises, for example, a salvage yard;~~
  - 3.2.2 A permitted landfill operator with less than ~~10,000~~ 500 waste tires stored above ground at the permitted site for 90 days or less.
  - 3.2.3 A person using waste tires for agricultural purposes, if the waste tires are kept on the site of use and are cut and split, or, if not split, no more than ~~1000~~ 100 tires on site; or
  - 3.2.4 A person conducting abatement activities under an abatement order or stipulation agreement entered into under part 7035.8020 of Minnesota Agency Rules. This exemption does not exempt the person from the duty to obtain a waste tire facility permit for activities other than the abatement action.

#### **Subdivision 4. Issuance of Waste Tire Facility Permit.**

4.1 A Waste Tire Facility Permit may be issued to an applicant who does all of the following:

4.1.1 Submits an application to the Zoning Administrator on an approved form accompanied by an application fee, which shall be established by the County Board by resolution.

4.1.2 Files with the Zoning Administrator a copy of the permit issued by the Minnesota Pollution Control Agency, or properly and adequately demonstrates that the applicant has Permit by Rule status with the Minnesota Pollution Control Agency.

4.1.3 Demonstrates compliance with all applicable zoning and use ordinance.

~~4.2 All facilities will be limited to no more than 1000 tires on site at any given time.~~

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

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

#### **Subdivision 6. Tire Shreds.**

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

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

6.3 A permit or inspection verification from the Minnesota Pollution Control

Agency and a Kanabec County permit is required for all tire shred projects.

- 6.4 The use of tire-derived products for an aggregate substitute or as light weight fill on driveways and field roads will be allowed if it is an engineered design and the data shows a need for their use. The use of tire shreds for any other purposes, such as retaining wall backfill, soil stabilization, foundation insulation, and storm water storage is not allowed unless approved by the Kanabec County Board of Commissioners and a permit is issued.
- 6.5 Under no circumstances will shredded tires be permitted to be placed below the normal groundwater elevation.
- 6.6 All projects shall have an approved fire plan provided by the local fire official included with their permit application.

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

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

representative. Inspections will require a 24 hour advance notice from the installer.

7.5.2 The following inspections are required:

7.5.2.1 Review and approval of plan.

7.5.2.2 Inspection of trench prior to placement of geotextile.

7.5.2.3 Inspection of geotextile and tire shreds prior to placement of cover material.

7.5.2.4 Inspection of finished project.

### **Subdivision 8. Used Tires.**

**8.1 Except as provided in 8.4 and 8.5, no person may store, process, sell, or dispose of used tires, or establish, construct, modify, own, or operate a used tire business or facility, without obtaining a used tire permit from the County.**

**8.2 Used tires shall be collected, stored, kept, or deposited on a site only in accordance with this ordinance.**

**8.2 Used tires must be inventoried and marketed in substantially the same fashion as a new tire is inventoried and marketed. Any permitted used tire business, facility, or site must be able to provide satisfactory evidence that a used tire market exists, and that the used tires stored or maintained at the permitted premises are in fact being marketed.**

**8.4 A used tire permit is required for any business, facility, or site on which more than 500 used tires are collected, stored, kept, processed, or deposited, unless exempt from permitting under 8.5.**

**8.5 Notwithstanding 8.4 a used tire permit is not required for any tire retailer that collects, stores, keeps, processes, or deposits less than 5,000 used tires on site (see 2.9 for reference).**

**8.6 A used tire permit may be issued to an applicant who submits all of the following information to Kanabec County Environmental Services:**

**8.6.1 An application to the Zoning Administrator on an approved form accompanied by an application fee, which shall be established by the County Board by resolution.**

8.6.2 A map depicting the site and location of the used tires to be collected, stored, or deposited.

8.6.3 An approved fire plan from the local fire official.

8.6.4 The name and contact information for the owner of the site.

8.6.5 The applicant must demonstrate compliance with all applicable requirements in the zoning and use ordinance.

8.7 Used tire permits shall be valid for one year from the date of issuance by Kanabec County Environmental Services.

**Subdivision 9. Applicability to existing facilities.**

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

**Subdivision 10. Penalties.**

10.1 In addition to any civil remedy available, the violation of any provision of this ordinance shall constitute a misdemeanor, punishable by a maximum penalty of a \$1,000.00 fine or 90 days imprisonment, or both.

10.2 After notification and failure to terminate and abate the operation, each day of operation subsequent to the initial charge shall constitute a separate offense.

**Subdivision 11. Effective Date.** The effective date of this Ordinance shall be

Adopted.

## PROPOSED DRAFT ORDINANCE

### ORDINANCE #11, Regulating Waste Tires and Used Tires

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

### Subdivision 2. Definitions.

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

### **Subdivision 3. Waste Tire Facility Permit Required.**

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

### **Subdivision 4. Issuance of Waste Tire Facility Permit.**

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



Rule status with the Minnesota Pollution Control Agency.

4.1.3 Demonstrates compliance with all applicable zoning and use ordinance.

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

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

**Subdivision 6. Tire Shreds.**

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

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

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

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

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

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

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

### **7.1 Specifications:**

- Maximum finished top width: 20 feet
- Maximum bottom width of shredded tire fill: 26 feet
- Maximum thickness of shredded tires: 3 feet
- Minimum cover over tire shreds: 1.5 feet granular fill and 0.5 feet of Class 5 aggregate
- Finished side slopes: 3:1
- Tire fill side slopes: 1:1
- Shredded tires must be encapsulated in an approved geotextile fabric and placed above the normal ground water elevation

### **7.6 Shredded tires must:**

- 80% by weight pass a 6" screen
- Be free of oil, grease, and other contaminants
- Have metal fragments firmly attached and 98% embedded to the tire material
- Have at least one (1) sidewall severed from the face of the tire

7.7 Project must be engineer designed and prepared by an engineer licensed by the State of Minnesota.

7.8 Project must show that there is an engineering need for the use of waste tire material.

### **7.9 Inspections:**

7.9.1 Inspection will be conducted by the Kanabec County Engineer or representative. Inspections will require a 24 hour advance notice from the installer.

7.9.2 The following inspections are required:

7.9.2.1 Review and approval of plan.

7.9.2.2 Inspection of trench prior to placement of geotextile.

7.9.2.3 Inspection of geotextile and tire shreds prior to placement of cover material.

7.9.2.4 Inspection of finished project.

### **Subdivision 8. Used Tires.**

- 8.1 Except as provided in 8.4 and 8.5, no person may store, process, sell, or dispose of used tires, or establish, construct, modify, own, or operate a used tire business or facility, without obtaining a used tire permit from the County.
- 8.2 Used tires shall be collected, stored, kept, or deposited on a site only in accordance with this ordinance.
- 8.2 Used tires must be inventoried and marketed in substantially the same fashion as a new tire is inventoried and marketed. Any permitted used tire business, facility, or site must be able to provide satisfactory evidence that a used tire market exists, and that the used tires stored or maintained at the permitted premises are in fact being marketed.
- 8.4 A used tire permit is required for any business, facility, or site on which more than 500 used tires are collected, stored, kept, processed, or deposited, unless exempt from permitting under 8.5.
- 8.5 Notwithstanding 8.4 a used tire permit is not required for any tire retailer that collects, stores, keeps, processes, or deposits less than 5,000 used tires on site (see 2.9 for reference).
- 8.6 A used tire permit may be issued to an applicant who submits all of the following information to Kanabec County Environmental Services:
  - 8.6.1 An application to the Zoning Administrator on an approved form accompanied by an application fee, which shall be established by the County Board by resolution.
  - 8.6.2 A map depicting the site and location of the used tires to be collected, stored, or deposited.
  - 8.6.3 An approved fire plan from the local fire official.
  - 8.6.4 The name and contact information for the owner of the site.
  - 8.6.5 The applicant must demonstrate compliance with all applicable requirements in the zoning and use ordinance.
- 8.7 Used tire permits shall be valid for one year from the date of issuance by Kanabec County Environmental Services.

**Subdivision 9. Applicability to existing facilities.**

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

**Subdivision 10. Penalties.**

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

**Subdivision 11. Effective Date.** The effective date of this Ordinance shall be

Adopted

# 10:45am Appointment

November 16, 2021

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Renewal of Medical Examiner Contract Agreement & Quarterly Update	<b>b. Origination:</b> County Sheriff
<b>c. Estimated time:</b> 20 minutes	<b>d. Presenter(s):</b> Brian Smith

**e. Board action requested:** Review and approve the attached agreement for 2022 medical examiner services.

### Resolution #\_\_\_ – 11/16/21

Medical Examiner Contract

**WHEREAS** the terms of the contract with River Valley Forensic Services, P.A. expire December 31, 2021, and

**WHEREAS** River Valley Forensic Services, P.A. has agreed to contract for services in 2022; and

**WHEREAS** the County Sheriff is satisfied with the services provided by River Valley Forensic Services, P.A.; and

**WHEREAS** the County Attorney has reviewed and approved the contract language;

**BE IT RESOLVED** to approve the Medical Examiner Contract Agreement with River Valley Forensic Services, P.A. for services provided by or under Dr. Kelly Mills as Kanabec County Medical Examiner effective January 1, 2022 for a term ending December 31, 2022.

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**f. Background:**

Supporting Documents: None      Attached: ☒

**Date received in County Coordinators Office:**

**Coordinators Comments:**

## **MEDICAL EXAMINER CONTRACT AGREEMENT**

Agreement entered into this 16th day of November 2021, by and between the County of Kanabec, a political subdivision of the State of Minnesota, and River Valley Forensic Services, P.A. for the services of Dr. Kelly Mills, M.D. as Medical Examiner of Kanabec County.

### **I. Relationship of Parties**

- A. Pursuant to County Board action that took place on November 16, 2021 and the authority of Minnesota Statutes Ch. 390, the board of Kanabec County commissioners designates Dr. Kelly Mills, M.D., as Medical Examiner for Kanabec County, hereinafter “the Medical Examiner.”
- B. It is agreed that nothing contained in the Agreement is intended or should be construed as creating the relationship of co-partners, joint ventures or an association or an employer/employee relationship between Kanabec County and Dr. Kelly Mills, M.D., River Valley Forensic Services, P.A., or their employees or designee. River Valley Forensic Services, P.A. is an independent contractor, and neither River Valley Forensic Services, P.A. it, its officers, agents or employees shall be considered agents or representatives of the County. The County is interested only in the results to be achieved. The manner and means of conducting the works are under the control of the Medical Examiner, except to the extent they are limited by statute or regulation and the express terms of this Agreement. None of the benefits provided by the County to its employees, including, without limitation, unemployment insurance, workers’ compensation insurance, retirement and deferred compensation plans, vacation and sick leave, are available from the County to the Medical Examiner, River Valley Forensic Services, P.A., or the employees, agents or contractors of either. No civil service status shall attach to the Medical Examiner, Medical Staff, agent of contractors of the Medical Examiner or River Valley Forensic Services, P.A. and the County shall make no deductions from sums payable under the terms of this Agreement for state or federal income taxes, FICA, PERA or other payroll type deductions which are associated with an employer-employee relationship.

### **II. Personnel**

- A. The Medical Examiner will designate Dr. Michael B. McGee, Dr. Victor Froloff and Dr. Butch Huston to assist in performing the contract and shall be under the control and supervision of the Medical Examiner. Dr. McGee, Dr. Froloff and Dr. Huston shall not be considered employees of the County, nor have a contractual relationship with the County. The County shall be notified prior to the effective date of any changes thereto.
- B. The non-medical personnel necessary to support the Medical Examiner in the performance of his duties under this Agreement shall be provided through the County Sheriff’s Department. The compensation, benefits, and other terms of employment of these non-medical personnel shall be

determined and paid solely by the county.

### **III. Scope of Duties**

- A. The Medical Examiner shall be responsible for conducting a modern medico-legal investigative system for Kanabec County applying the standards of the National Association of Medical Examiners, as they may be amended from time to time. The Medical Examiner shall periodically consult with the County Attorney's Office, police agencies, and others concerned with forensic pathology to review procedures and formats for preparing medical reports and protocols. The Medical Examiner shall perform all duties imposed by Minnesota Statutes Chapter 390, as well as the duties imposed by other statutes applicable to the Medical Examiner's activities. The Medical Examiner shall testify, as required, at inquests, hearings and trials.
- B. The Medical Examiner shall be responsible for the final determination of the cause and manner of death, and the signing of certificates attesting the cause and manner of death. During the temporary absence of the Medical Examiner, a qualified person designated by the Medical Examiner may make the final determination of death, and sign a certificate attesting to the cause and manner of death.
- C. The Medical Examiner shall be entitled to perform other gainful activities which do not interfere with the performance of her duties hereunder.

### **IV. Compensation**

- A. All payments made under this agreement for services rendered by or at the designation of Dr. Kelly Mills, M.D., shall be made to River Valley Forensic Services, P.A.
- B. The County will be responsible for the payment for each complete autopsy or external examination performed by Dr. Kelly Mills, M.D., or her assistants, as the Medical Examiner pursuant to this agreement and billed to Kanabec County upon completion of each examination in keeping with the past practice of the County Medical Examiner's Office.
- C. Compensation for the services under this contract shall be \$250.00/month plus the following on a per service basis: (1) complete forensic autopsy with basic toxicology, at approximately \$2,000, and (2) external examination with basic toxicology at approximately \$1000.
- D. Additionally, the County will be responsible for court related preparation / consultation and out of office charges, billed on an hourly basis of \$300/hr., including travel to and from Kanabec County in order to provide testimony in legal proceedings arising out of the duties of the Medical Examiner.

**V. Facilities**

The facility, together with all the necessary equipment, the supplies, shall be the responsibility of Dr. Kelly Mills, M.D. It is represented by Dr. Kelly Mills, M.D., and understood by the County that Ramsey County Morgue shall be available to Dr. Kelly Mills, M.D., for the performance of this agreement.

**VI. Insurance and Indemnification**

- A. River Valley Forensic Services, P.A. agrees to indemnify and hold harmless the County of Kanabec, its officials, employees and agents from any and all liability, loss or damage, that the County of Kanabec, its officials, employees and agents may suffer as a result of claims, demands, costs of judgments, including without limitation reasonable attorney's fees arising out of the provision of professional services by Dr. Kelly Mills, M.D., as the Medical Examiner of Kanabec County pursuant to Minnesota Statutes Ch. 390, provided, however, that this indemnification shall be limited to the extent of such claims, demands, costs or judgments, including, without limitation, reasonable attorney's fees are covered by insurance.
- B. The County of Kanabec agrees to indemnify and hold harmless River Valley Forensic Services, P.A., Dr. Kelly Mills, M.D., its and their agents, officers or employees from any and all liability, loss or damage, it, he, its agents, officers or employees may suffer as a result of claims, demands, costs or judgments, including without limitation reasonable attorney's fees, arising from the Medical Examiner's or his agents' performance of his or their duties under this Agreement.
- C. River Valley Forensic Services, P.A. shall obtain and keep in effect the following insurance coverage:
  - 1) Comprehensive General Liability Insurance:
    - (a) Minimum Combined Single Limit
      - \$600,000 per occurrence
      - \$1,000,000 aggregate
    - (a) The following coverage must be specifically insured and certified with no internal sublimits.
      - 1. Independent Contractors' Contingent Liability
      - 2. Products/Completed Operations Liability
      - 3. Contractual Liability
      - 4. Personal Injury Liability including claims related to employment and coverage (a) through (e).
      - 5. Broad Form Property Damage Liability, or deletion of the "Care, Custody and Control"



Exclusion

6. Aircraft Liability (if applicable)
7. Watercraft Liability (if applicable)

(b) The Contractual Liability is to be either on a blanket basis for all written and oral contracts or specifically endorsed to acknowledge the contract between the insured and the County.

2. Professional Liability Insurance

Minimum Limits

\$1,000,000 per occurrence  
\$3,000,000 aggregate

3. Automobile Liability Insurance on Vehicles Owned by River Valley Forensic Services, P.A., or Kelly Mills, M.D., Michael McGee, M.D., Victor Froloff, M.D., or Butch Huston, M.D.

- D. All certificates of insurance shall provide that the insurance company shall give the County thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy.
- E. The above subparagraphs establish the minimum insurance requirements, and it is the sole responsibility of River Valley Forensic Services, P.A. to purchase and maintain additional insurance that may be necessary in connection with this contract.
- F. The Medical Examiner shall provide a certificate of insurance to the County in a form acceptable to Kanabec County. All insurance policies shall be submitted to the County upon written request.
- G. Nothing in this contract shall constitute a waiver by the County of any statutory limits or exceptions on liability.

**VII. Transportation**

- A. Transportation of the deceased bodies from Kanabec County to the Ramsey County Morgue shall be the responsibility of Kanabec County.

**VIII. Miscellaneous Provisions**

- A. The Medical Examiner and all the members of the Medical Staff must be licensed to practice in Minnesota, with the Medical Examiner holding certification by the American Board of Pathology.
- B. At the termination of this Agreement, the Medical Examiner shall return

all files, records and objects related to cases completed, or in progress, to the County upon written request.

**IX. Term and Termination**

- A. This agreement shall continue for a period ending 12/31/2022 unless terminated sooner pursuant hereto.
- B. This Agreement may be terminated by either party on forty-five (45) days written notice to the other.
- C. This Agreement may be renewed on an annual basis upon agreement of both parties.

**X. Entire Agreement, Modification**

- A. It is understood and agreed that the entire Agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.
- B. This Agreement shall be altered, varied, modified or amended only in writing duly executed by the parties and attached hereto.

**COUNTY OF KANABEC**

\_\_\_\_\_  
(date) By \_\_\_\_\_  
Kanabec County Board Chair

\_\_\_\_\_  
(date) By \_\_\_\_\_  
Kanabec County Coordinator

\_\_\_\_\_  
(date) \_\_\_\_\_  
Kelly Mills, M.D.  
Medical Examiner

**River Valley Forensic Services, P.A.**

\_\_\_\_\_  
(date) By \_\_\_\_\_  
Kelly Mills, President



Annual Consolidated Monthly

Wednesday, November 3, 2021  
11:07:37 am

\*\* For official use only \*\*

Report covering 01/01/2019 through 09/30/2019

Compared to 1/1/2020 through 9/30/2020

	JAN			FEB			MAR			APR			MAY			JUN			JUL			AUG			SEP			OCT			NOV			DEC		
	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-			
911 Hang-ups, Abandoned, & C	25	44	76	29	48	66	38	42	11	34	41	21	51	59	16	50	80	60	53	75	42	47	78	66	37	67	81	0	0	0	0	0	0			
Agency Assist	31	29	-6	28	25	-11	54	21	-61	34	16	-53	35	21	-40	32	35	9	42	30	-29	61	23	-62	56	30	-46	0	0	0	0	0	0			
Airplane - All incidents	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Alarms All (Home, Business, B	16	16	0	19	19	0	15	25	67	23	14	-39	13	16	23	13	25	92	26	19	-27	25	38	52	31	13	-58	0	0	0	0	0	0			
Alcohol Compliance Checks	0	0	0	0	0	0	0	0	0	0	0	0	22	0	-100	0	0	0	0	0	0	0	0	0	21	0	-100	0	0	0	0	0	0			
Animal-All Other	41	29	-29	21	31	48	24	34	42	41	32	-22	48	46	-4	39	37	-5	49	42	-14	41	51	24	63	41	-35	0	0	0	0	0	0			
Animal Bites	0	2	0	2	0	-100	0	0	0	1	0	-100	1	3	200	2	0	-100	0	2	0	1	1	0	1	1	0	0	0	0	0	0	0			
Animal Neglect	8	5	-38	1	3	200	1	2	100	2	0	-100	3	1	-67	2	0	-100	1	1	0	3	0	-100	2	0	-100	0	0	0	0	0	0			
County Dog Ordinance Violatio	2	0	-100	1	1	0	2	1	-50	4	1	-75	4	1	-75	2	1	-50	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0			
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	-100	0	0	0	0	1	0	0	0	0	0	0	0			
Assault - All	3	1	-67	3	3	0	7	3	-57	4	10	150	1	6	500	6	4	-33	3	2	-33	4	10	150	4	5	25	0	0	0	0	0	0			
ATV Complaints - All including	1	0	-100	2	0	-100	1	9	800	2	13	550	6	11	83	6	4	-33	6	4	-33	3	4	33	2	3	50	0	0	0	0	0	0			
Bicycle Calls	0	0	0	0	0	0	0	0	0	0	1	0	2	0	-100	1	0	-100	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0			
Boat and Water all calls includi	2	3	50	0	2	0	1	1	0	0	12	0	10	1	-90	16	7	-56	16	13	-19	14	0	-100	0	10	0	0	0	0	0	0	0			
Building Security Checks	0	0	0	0	0	0	0	4	0	0	7	0	0	7	0	0	6	0	0	3	0	0	6	0	0	2	0	0	0	0	0	0	0			
Burglary all calls	2	12	500	6	6	0	5	8	60	5	12	140	10	3	-70	9	9	0	7	15	114	11	8	-27	6	8	33	0	0	0	0	0	0			
City of Grasston ordinance viol.	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0			
City of Mora ordinance violator	10	1	-90	4	1	-75	5	2	-60	3	1	-67	2	3	50	5	2	-60	2	1	-50	3	3	0	2	3	50	0	0	0	0	0	0			
City of Ogilvie ordinance violati	2	0	-100	1	0	-100	1	0	-100	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0			
City of Quamba ordinance violz	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0			
Civil Assist calls	14	23	64	12	28	133	13	42	223	30	28	-7	30	26	-13	29	39	34	38	22	-42	45	35	-22	26	22	-15	0	0	0	0	0	0			
Civil Process calls including par	0	2	0	0	3	0	1	1	0	0	0	0	0	0	0	2	1	-50	4	1	-75	1	0	-100	3	1	-67	0	0	0	0	0	0			
Community	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	2	0	-100	0	0	0	0	0	0	0	0	0			
County Ordinance Violation	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	2	0	1	0	-100	0	2	0	0	1	0	0	0	0	0	0	0			
Criminal Sexual conduct calls	2	2	0	3	3	0	6	1	-83	2	2	0	5	1	-80	2	1	-50	3	5	67	4	2	-50	4	3	-25	0	0	0	0	0	0			





Annual Consolidated Monthly

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Report covering 01/01/2019 through 09/30/2019  
Compared to 1/1/2020 through 9/30/2020

	JAN			FEB			MAR			APR			MAY			JUN			JUL			AUG			SEP			OCT			NOV			DEC		
	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-			
Child Custody calls	5	15	200	7	5	-29	9	10	11	12	8	-33	8	3	-63	4	10	150	10	8	-20	8	6	-25	14	9	-36	0	0	0	0	0	0			
Damage to Property calls incl	5	9	80	5	8	60	9	9	0	9	19	111	16	14	-13	13	15	15	11	16	45	21	24	14	15	17	13	0	0	0	0	0	0			
Sudden Deaths and Bodies fou	1	0	-100	1	0	-100	1	0	-100	1	2	100	3	1	-67	1	2	100	1	2	100	0	2	0	1	1	0	0	0	0	0	0	0			
Disorderly Conduct calls	2	5	150	5	4	-20	5	4	-20	6	4	-33	4	8	100	3	13	333	8	7	-13	3	9	200	3	3	0	0	0	0	0	0	0			
DNR calls including Fish/Game,	0	0	0	0	0	0	0	0	0	0	2	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Domestic Disturbance/Assaults	10	8	-20	8	10	25	17	12	-29	16	9	-44	13	19	46	15	5	-67	15	11	-27	12	21	75	14	9	-36	0	0	0	0	0	0			
Drug calls - All	4	5	25	2	1	-50	2	1	-50	4	7	75	4	3	-25	4	1	-75	2	3	50	3	5	67	3	3	0	0	0	0	0	0	0			
Escorts - including Funerals, R	5	4	-20	0	0	0	2	4	100	6	2	-67	5	1	-80	5	2	-60	5	2	-60	7	5	-29	4	6	50	0	0	0	0	0	0			
Explosions all calls	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	1	0	0	1	0	1	1	0	0	0	0	0	0	0			
Extortion calls	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Fires- Deputy Only or Outside I	5	4	-20	5	1	-80	2	7	250	13	12	-8	7	7	0	14	7	-50	1	10	900	4	4	0	3	8	167	0	0	0	0	0	0			
Fire- Pages DNR Fire	0	0	0	0	0	0	1	0	-100	2	3	50	0	2	0	0	1	0	0	0	0	0	1	0	1	0	-100	0	0	0	0	0	0			
Fire- Pages Mora Area Fire	6	3	-50	4	4	0	3	4	33	6	7	17	3	3	0	8	5	-38	8	3	-63	5	2	-60	4	2	-50	0	0	0	0	0	0			
Fire- Pages Ogilvie Fire	2	0	-100	2	0	-100	4	3	-25	2	4	100	1	4	300	3	2	-33	0	0	0	1	1	0	0	2	0	0	0	0	0	0	0			
Foot Patrol	15	23	53	13	20	54	14	19	36	19	1	-95	13	12	-8	15	13	-13	19	14	-26	17	13	-24	18	14	-22	0	0	0	0	0	0			
Forgery	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0			
Found - All calls including anim	3	4	33	2	4	100	3	8	167	2	12	500	6	7	17	2	14	600	3	12	300	14	17	21	8	14	75	0	0	0	0	0	0			
Fraud	8	10	25	13	7	-46	8	9	13	6	5	-17	8	7	-13	7	8	14	6	7	17	7	8	14	4	5	25	0	0	0	0	0	0			
Garbage Dumping complaints	1	0	-100	5	1	-80	1	0	-100	4	7	75	7	6	-14	6	4	-33	5	4	-20	3	6	100	2	5	150	0	0	0	0	0	0			
Guns including permits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0			
Harassing communications call	4	6	50	9	2	-78	3	11	267	9	5	-44	6	11	83	7	9	29	15	3	-80	13	6	-54	7	7	0	0	0	0	0	0	0			
Hazardous Materials Calls - all	0	0	0	0	0	0	1	0	-100	1	0	-100	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Health and Safety	11	6	-45	7	7	0	7	9	29	7	2	-71	9	4	-56	3	8	167	13	8	-38	16	12	-25	6	6	0	0	0	0	0	0	0			
Secure Helipad	15	8	-47	11	9	-18	10	10	0	7	14	100	11	11	0	13	14	8	7	9	29	9	14	56	12	12	0	0	0	0	0	0	0			
Hospice Deaths	5	5	0	2	1	-50	2	5	150	3	6	100	2	4	100	4	6	50	3	2	-33	2	6	200	0	4	0	0	0	0	0	0	0			





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	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-			
Information and misc calls	32	28	-13	44	25	-43	49	27	-45	48	55	15	51	41	-20	50	45	-10	59	47	-20	44	61	39	36	74	106	0	0	0	0	0	0			
Jail Incidents - Non Criminal	1	0	-100	3	0	-100	1	0	-100	1	0	-100	1	0	-100	0	2	0	3	2	-33	4	2	-50	0	1	0	0	0	0	0	0	0			
Jail-Drugs	0	0	0	0	1	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1	-50	0	0	0	0	0	0	0	0	0			
Jail Medical	0	2	0	0	0	0	0	0	0	1	0	-100	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Jail-All OTHER (non-criminal)	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	1	0	-100	0	2	0	0	0	0	0	0	0	0	0	0	0		
Jail-Crim Sex (PREA)	0	0	0	1	0	-100	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0		
Jail- Crim Sex (PREA-other cou	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Juvenile Alcohol complaints	2	2	0	0	3	0	1	1	0	0	0	0	1	0	-100	0	0	0	0	2	0	2	0	-100	1	1	0	0	0	0	0	0	0	0		
Juvenile Drug complaints	1	1	0	0	0	0	1	0	-100	0	0	0	2	0	-100	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Juvenile calls excluding tobacco	6	11	83	7	6	-14	5	16	220	11	18	64	12	12	0	11	17	55	20	12	-40	19	13	-32	16	11	-31	0	0	0	0	0	0	0		
Juvenile Tobacco complaints	3	4	33	3	1	-67	6	1	-83	4	0	-100	1	0	-100	2	0	-100	0	0	0	0	0	0	2	0	-100	0	0	0	0	0	0	0		
Abduction / Kidnapping	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0		
All Lost calls including animals,	1	2	100	1	0	-100	1	2	100	1	1	0	0	0	0	0	0	0	0	2	0	2	0	-100	4	0	-100	0	0	0	0	0	0	0	0	
Maltreatment	50	55	10	37	34	-8	28	27	-4	28	22	-21	27	19	-30	32	18	-44	22	22	0	28	19	-32	36	25	-31	0	0	0	0	0	0	0	0	
Medical Emergency	104	112	8	121	105	-13	118	122	3	106	84	-21	108	86	-20	112	108	-4	121	109	-10	121	124	2	110	100	-9	0	0	0	0	0	0	0	0	
Medical - Drug Overdoses	1	2	100	0	3	0	2	1	-50	1	0	-100	1	1	0	1	0	-100	1	1	0	0	0	0	2	2	0	0	0	0	0	0	0	0		
Meetings and Presentations	2	1	-50	1	1	0	2	0	-100	0	0	0	0	0	0	2	0	-100	3	0	-100	0	1	0	2	2	0	0	0	0	0	0	0	0	0	
Missing Person(s)	1	3	200	1	3	200	4	2	-50	3	3	0	6	2	-67	3	3	0	7	4	-43	3	1	-67	6	1	-83	0	0	0	0	0	0	0	0	
Motorist Assist calls	17	18	6	21	9	-57	15	12	-20	12	5	-58	10	6	-40	12	15	25	11	17	55	8	8	0	11	7	-36	0	0	0	0	0	0	0	0	
Neighborhood Disputes	4	2	-50	6	1	-83	3	1	-67	5	10	100	5	3	-40	6	5	-17	11	3	-73	3	6	100	6	5	-17	0	0	0	0	0	0	0	0	
Noise complaints including loud	3	2	-33	2	2	0	2	5	150	7	12	71	6	16	167	7	13	86	20	28	40	11	20	82	10	20	100	0	0	0	0	0	0	0	0	
Parking Violations	0	1	0	1	1	0	2	0	-100	0	1	0	0	2	0	0	2	0	4	3	-25	0	1	0	2	1	-50	0	0	0	0	0	0	0	0	
Permit (Fireworks, Event, Othe	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
All Predatory Offender calls inc	90	92	2	25	14	-44	13	12	-8	85	2	-98	23	3	-87	17	17	0	107	97	-9	23	9	-61	16	10	-38	0	0	0	0	0	0	0	0	
All Public assist calls	20	22	10	17	14	-18	25	15	-40	24	24	0	37	14	-62	19	18	-5	28	21	-25	20	19	-5	17	16	-6	0	0	0	0	0	0	0	0	





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	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-			
Records checks including empl	7	8	14	12	7	-42	10	6	-40	10	4	-60	8	4	-50	8	3	-63	14	8	-43	8	8	0	10	8	-20	0	0	0	0	0	0			
Recovered goods including proj	0	1	0	0	1	0	0	0	0	0	1	0	0	2	0	0	1	0	0	1	0	0	0	2	0	0	1	0	0	0	0	0	0			
Resident Security Check	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0			
Road hazards	7	6	-14	15	10	-33	16	6	-63	12	12	0	8	1	-88	13	15	15	7	7	0	11	13	18	13	11	-15	0	0	0	0	0	0			
Robbery calls	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0			
Scams - All	5	13	160	18	9	-50	21	13	-38	11	5	-55	13	5	-62	14	11	-21	12	25	108	18	20	11	22	28	27	0	0	0	0	0	0			
Search Warrants	0	0	0	0	0	0	0	1	0	1	0	-100	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0			
Shooting complaints	0	0	0	0	0	0	2	2	0	0	4	0	4	2	-50	3	9	200	4	6	50	6	5	-17	5	6	20	0	0	0	0	0	0			
Shoplifting complaints	1	1	0	0	1	0	0	0	0	0	2	0	1	0	-100	1	3	200	0	0	0	0	1	0	0	2	0	0	0	0	0	0	0			
Smoking Ban violations	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Snowmobile calls - all including	0	4	0	1	2	100	5	0	-100	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0		
Snowbird Parking	46	30	-35	26	41	58	59	39	-34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Stolen Property calls - all	0	0	0	6	1	-83	1	2	100	3	6	100	2	1	-50	3	4	33	4	5	25	6	2	-67	5	5	0	0	0	0	0	0	0	0		
Stop arm violations	2	0	-100	1	0	-100	0	0	0	2	0	-100	1	0	-100	0	0	0	0	0	0	0	0	0	2	0	-100	0	0	0	0	0	0	0		
Sudden Deaths and Bodies fou	0	4	0	0	3	0	0	1	0	0	0	0	0	0	0	2	1	-50	1	0	-100	0	0	0	2	0	-100	0	0	0	0	0	0	0		
Suicide-Death	1	1	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Suicide threats-attempts	7	0	-100	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Suicide threats-attempts	2	3	50	5	7	40	11	11	0	13	7	-46	15	6	-60	7	6	-14	4	8	100	9	6	-33	4	2	-50	0	0	0	0	0	0	0	0	
Suspicious calls including persc	64	37	-42	53	45	-15	49	76	55	85	77	-9	60	100	67	83	67	-19	81	122	51	99	111	12	83	125	51	0	0	0	0	0	0	0	0	
Theft calls - all not including m	23	38	65	24	31	29	20	21	5	32	38	19	26	41	58	29	22	-24	40	28	-30	35	33	-6	40	35	-13	0	0	0	0	0	0	0	0	
All Threat calls	7	7	0	7	4	-43	8	11	38	3	10	233	11	12	9	11	5	-55	10	4	-60	8	9	13	6	12	100	0	0	0	0	0	0	0	0	
Tobacco compliance checks.	0	0	0	0	0	0	0	0	0	0	0	0	15	0	-100	0	0	0	0	0	0	0	0	0	16	0	-100	0	0	0	0	0	0	0		
Traffic / Driving complaints	17	28	65	20	30	50	25	24	-4	38	21	-45	28	40	43	41	50	22	58	51	-12	46	53	15	52	41	-21	0	0	0	0	0	0	0	0	
Traffic Accidents including all p	10	23	130	14	18	29	14	4	-71	12	11	-8	16	6	-63	21	17	-19	13	21	62	18	17	-6	22	18	-18	0	0	0	0	0	0	0	0	
Traffic violations all including ci	217	139	-36	124	138	11	216	79	-63	187	9	-95	187	26	-86	157	41	-74	112	45	-60	124	55	-56	107	52	-51	0	0	0	0	0	0	0	0	





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	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-	2019	2020	+/-			
Transport all (jail) except medi	27	26	-4	24	16	-33	30	16	-47	27	1	-96	26	5	-81	28	6	-79	25	8	-68	24	7	-71	24	8	-67	0	0	0	0	0	0			
Trespassing complaints	1	2	100	0	1	0	3	3	0	2	8	300	6	4	-33	7	3	-57	7	3	-57	3	4	33	4	10	150	0	0	0	0	0	0			
TZD -All Towards Zero Death s	0	0	0	0	0	0	0	0	0	29	0	-100	0	0	0	0	0	0	0	46	0	140	0	-100	55	18	-67	0	0	0	0	0	0			
Unwanted person non criminal	10	11	10	7	9	29	11	10	-9	20	10	-50	9	14	56	7	13	86	10	12	20	20	21	5	13	16	23	0	0	0	0	0	0			
Vandalism calls all except mail	0	2	0	0	0	0	1	0	-100	1	1	0	0	2	0	0	2	0	0	1	0	1	1	0	3	1	-67	0	0	0	0	0	0			
Vehicle theft all including moto	0	0	0	0	2	0	3	0	-100	1	1	0	0	5	0	2	4	100	0	2	0	3	3	0	0	2	0	0	0	0	0	0				
Violation of Court orders all inc	2	10	400	1	3	200	6	6	0	12	9	-25	5	3	-40	8	6	-25	5	15	200	3	2	-33	5	9	80	0	0	0	0	0	0			
Vehicle off Road/Vehicle in Dite	12	39	225	39	14	-64	14	4	-71	3	5	67	5	5	0	1	8	700	6	1	-83	4	11	175	2	2	0	0	0	0	0	0	0			
Salvation Army	3	0	-100	2	0	-100	4	0	-100	1	0	-100	2	0	-100	2	0	-100	0	0	0	5	0	-100	4	0	-100	0	0	0	0	0	0			
Warrant entry and arrests	20	21	5	17	11	-35	19	9	-53	16	0	-100	19	0	-100	18	4	-78	28	6	-79	10	4	-60	15	4	-73	0	0	0	0	0	0			
Weapons offenses including fel	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0				
Weather - Monthly Test	0	1	0	0	1	0	0	0	0	0	3	0	0	1	0	0	1	0	1	1	0	0	1	0	1	1	0	0	0	0	0	0	0			
Weather - Severe Storm Warni	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	2	0	-100	2	0	-100	1	0	-100	0	0	0	0	0	0			
Weather - Tornado Warning	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2	100	0	1	0	1	0	-100	0	0	0	0	0	0			
Welfare checks	25	37	48	24	24	0	22	22	0	24	27	13	23	28	22	27	26	-4	30	32	7	33	41	24	31	51	65	0	0	0	0	0	0			
	1120	1136	1	965	912	-5	1130	933	-17	1203	830	-31	1153	855	-26	1115	984	-12	1282	1189	-7	1338	1143	-15	1207	1087	-10	0	0	0	0	0	0			





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	2020	2021	+/-	2020	2021	+/-	2020	2021	+/-	2020	2021	+/-	2020	2021	+/-	2020	2021	+/-	2020	2021	+/-	2020	2021	+/-	2020	2021	+/-	2020	2021	+/-	2020	2021	+/-			
911 Hang-ups, Abandoned, & C	44	35	-20	48	26	-46	42	49	17	41	49	20	59	51	-14	80	73	-9	75	76	1	78	75	-4	67	70	4	0	0	0	0	0	0			
Agency Assist	29	25	-14	25	17	-32	21	36	71	16	39	144	21	24	14	35	30	-14	30	41	37	23	37	61	30	23	-23	0	0	0	0	0	0			
Airplane - All incidents	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Alarms All (Home, Business, B	16	15	-6	19	15	-21	25	23	-8	14	20	43	16	8	-50	25	21	-16	19	20	5	38	26	-32	13	19	46	0	0	0	0	0	0			
Alcohol Compliance Checks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	23	0	0	0	0	0	0				
Animal-All Other	29	24	-17	31	30	-3	34	29	-15	32	32	0	46	53	15	37	49	32	42	56	33	51	68	33	41	63	54	0	0	0	0	0	0			
Animal Bites	2	0	-100	0	1	0	0	0	0	0	0	0	3	2	-33	0	2	0	2	1	-50	1	0	-100	1	3	200	0	0	0	0	0	0			
Animal Neglect	5	1	-80	3	0	-100	2	0	-100	0	2	0	1	2	100	0	0	0	1	0	-100	0	0	0	0	1	0	0	0	0	0	0	0			
County Dog Ordinance Violatio	0	0	0	1	0	-100	1	0	-100	1	0	-100	1	0	-100	1	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0			
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0			
Assault - All	1	5	400	3	1	-67	3	5	67	10	3	-70	6	7	17	4	7	75	2	10	400	10	7	-30	5	2	-60	0	0	0	0	0	0	0		
ATV Complaints - All including	0	0	0	0	0	0	9	3	-67	13	6	-54	11	3	-73	4	8	100	4	6	50	4	7	75	3	1	-67	0	0	0	0	0	0	0		
Bicycle Calls	0	1	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0		
Boat and Water all calls includi	3	0	-100	2	2	0	1	0	-100	12	4	-67	1	5	400	7	6	-14	13	0	-100	0	0	0	10	1	-90	0	0	0	0	0	0	0		
Building Security Checks	0	1	0	0	4	0	4	2	-50	7	0	-100	7	1	-86	6	2	-67	3	0	-100	6	7	17	2	1	-50	0	0	0	0	0	0	0		
Burglary all calls	12	6	-50	6	12	100	8	2	-75	12	5	-58	3	10	233	9	7	-22	15	5	-67	8	9	13	8	4	-50	0	0	0	0	0	0	0		
City of Grasston ordinance viol.	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
City of Mora ordinance violator	1	1	0	1	0	-100	2	1	-50	1	0	-100	3	6	100	2	3	50	1	6	500	3	1	-67	3	1	-67	0	0	0	0	0	0	0		
City of Quamba ordinance viol	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0			
Civil Assist calls	23	26	13	28	27	-4	42	23	-45	28	37	32	26	44	69	39	38	-3	22	37	68	35	16	-54	22	36	64	0	0	0	0	0	0	0		
Civil Process calls including par	2	0	-100	3	1	-67	1	1	0	0	1	0	0	0	0	1	0	-100	1	1	0	0	1	0	1	0	-100	0	0	0	0	0	0	0		
Community	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0		
County Ordinance Violation	0	2	0	0	0	0	0	0	0	0	0	0	3	0	-100	2	1	-50	0	0	0	2	0	-100	1	0	-100	0	0	0	0	0	0	0		
Criminal Sexual conduct calls	2	3	50	3	1	-67	1	2	100	2	1	-50	1	6	500	1	2	100	5	2	-60	2	2	0	3	6	100	0	0	0	0	0	0	0		
Child Custody calls	15	6	-60	5	9	80	10	4	-60	8	10	25	3	11	267	10	10	0	8	7	-13	6	5	-17	9	9	0	0	0	0	0	0	0			





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	2020	2021	+/-	2020	2021	+/-	2020	2021	+/-	2020	2021	+/-	2020	2021	+/-	2020	2021	+/-	2020	2021	+/-	2020	2021	+/-	2020	2021	+/-	2020	2021	+/-	2020	2021	+/-			
Damage to Property calls includ	9	6	-33	8	5	-38	9	9	0	19	21	11	14	13	-7	15	24	60	16	15	-6	24	7	-71	17	22	29	0	0	0	0	0	0			
Sudden Deaths and Bodies fou	0	2	0	0	0	0	0	0	0	2	0	-100	1	0	-100	2	1	-50	2	0	-100	2	0	-100	1	0	-100	0	0	0	0	0	0			
Disorderly Conduct calls	5	7	40	4	4	0	4	6	50	4	7	75	8	7	-13	13	11	-15	7	14	100	9	10	11	3	7	133	0	0	0	0	0	0			
DNR calls including Fish/Game,	0	0	0	0	0	0	0	0	0	2	0	-100	1	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Domestic Disturbance/Assaults	8	4	-50	10	7	-30	12	7	-42	9	9	0	19	8	-58	5	16	220	11	7	-36	21	13	-38	9	10	11	0	0	0	0	0	0			
Drug calls - All	5	3	-40	1	2	100	1	4	300	7	12	71	3	4	33	1	2	100	3	3	0	5	7	40	3	6	100	0	0	0	0	0	0			
Escape / Flight	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0				
Escorts - including Funerals, R	4	2	-50	0	4	0	4	2	-50	2	6	200	1	5	400	2	8	300	2	5	150	5	5	0	6	2	-67	0	0	0	0	0	0			
Explosions all calls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	1	0	-100	1	0	-100	0	0	0	0	0	0			
Fires- Deputy Only or Outside l	4	4	0	1	3	200	7	3	-57	12	13	8	7	9	29	7	9	29	10	11	10	4	5	25	8	3	-63	0	0	0	0	0	0			
Fire- Pages DNR Fire	0	0	0	0	0	0	0	0	0	3	5	67	2	0	-100	1	1	0	0	2	0	1	1	0	0	0	0	0	0	0	0	0	0			
Fire- Pages Mora Area Fire	3	3	0	4	1	-75	4	5	25	7	7	0	3	9	200	5	4	-20	3	3	0	2	8	300	2	2	0	0	0	0	0	0	0			
Fire- Pages Ogilvie Fire	0	1	0	0	1	0	3	1	-67	4	2	-50	4	5	25	2	2	0	0	1	0	1	1	0	2	1	-50	0	0	0	0	0	0			
Foot Patrol	23	21	-9	20	18	-10	19	16	-16	1	18	1700	12	26	117	13	26	100	14	28	100	13	28	115	14	17	21	0	0	0	0	0	0			
Forgery	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Found - All calls including anim	4	2	-50	4	6	50	8	10	25	12	6	-50	7	9	29	14	9	-36	12	5	-58	17	7	-59	14	12	-14	0	0	0	0	0	0			
Fraud	10	8	-20	7	3	-57	9	10	11	5	12	140	7	4	-43	8	7	-13	7	6	-14	8	10	25	5	9	80	0	0	0	0	0	0			
Garbage Dumping complaints	0	5	0	1	2	100	0	7	0	7	5	-29	6	8	33	4	4	0	4	4	0	6	3	-50	5	6	20	0	0	0	0	0	0			
Guns including permits	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	1	1	0	0	1	0	0	0	0	0	0	0			
Harassing communications call	6	6	0	2	3	50	11	11	0	5	3	-40	11	7	-36	9	6	-33	3	11	267	6	10	67	7	13	86	0	0	0	0	0	0			
Health and Safety	6	3	-50	7	2	-71	9	4	-56	2	5	150	4	10	150	8	7	-13	8	5	-38	12	8	-33	6	8	33	0	0	0	0	0	0			
Secure Helipad	8	5	-38	9	5	-44	10	11	10	14	10	-29	11	14	27	14	12	-14	9	13	44	14	8	-43	12	5	-58	0	0	0	0	0	0			
Hospice Deaths	5	4	-20	1	4	300	5	6	20	6	5	-17	4	2	-50	6	9	50	2	5	150	6	2	-67	4	4	0	0	0	0	0	0	0			
Information and misc calls	28	39	39	25	32	28	27	39	44	55	60	9	41	39	-5	45	51	13	47	46	-2	61	54	-11	74	41	-45	0	0	0	0	0	0			
Jail Incidents - Non Criminal	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	2	0	-100	2	1	-50	2	1	-50	1	0	-100	0	0	0	0	0	0			





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Jail-Drugs	0	0	0	1	0	-100	1	0	-100	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0			
Jail Medical	2	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Jail-All OTHER (non-criminal)	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	-100	0	0	0	0	0	0	0	0	0	0		
Juvenile Alcohol complaints	2	1	-50	3	1	-67	1	2	100	0	1	0	0	3	0	0	1	0	2	0	-100	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	
Juvenile Drug complaints	1	0	-100	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Juvenile calls excluding tobacco	11	8	-27	6	7	17	16	13	-19	18	12	-33	12	13	8	17	7	-59	12	16	33	13	8	-38	11	15	36	0	0	0	0	0	0	0	0	
Juvenile Tobacco complaints	4	0	-100	1	1	0	1	1	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0		
Abduction / Kidnapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0		
All Lost calls including animals, etc.	2	1	-50	0	0	0	2	2	0	1	2	100	0	0	0	0	0	0	2	0	-100	0	1	0	0	0	0	0	0	0	0	0	0	0	0	
Maltreatment	55	18	-67	34	31	-9	27	33	22	22	24	9	19	19	0	18	14	-22	22	18	-18	19	14	-26	25	20	-20	0	0	0	0	0	0	0	0	
Medical Emergency	112	119	6	105	114	9	122	113	-7	84	122	45	86	120	40	108	143	32	109	121	11	124	123	-1	100	114	14	0	0	0	0	0	0	0	0	
Medical - Drug Overdoses	2	1	-50	3	3	0	1	3	200	0	2	0	1	1	0	0	0	0	1	0	-100	0	1	0	2	1	-50	0	0	0	0	0	0	0	0	
Meetings and Presentations	1	1	0	1	0	-100	0	0	0	0	0	0	0	1	0	0	1	0	0	2	0	1	1	0	2	2	0	0	0	0	0	0	0	0	0	
Missing Person(s)	3	5	67	3	6	100	2	3	50	3	1	-67	2	4	100	3	3	0	4	4	0	1	2	100	1	0	-100	0	0	0	0	0	0	0	0	
Motorist Assist calls	18	5	-72	9	18	100	12	6	-50	5	10	100	6	5	-17	15	10	-33	17	6	-65	8	12	50	7	10	43	0	0	0	0	0	0	0	0	
Neighborhood Disputes	2	2	0	1	0	-100	1	2	100	10	6	-40	3	2	-33	5	4	-20	3	7	133	6	4	-33	5	3	-40	0	0	0	0	0	0	0	0	
Noise complaints including loud	2	4	100	2	3	50	5	6	20	12	8	-33	16	10	-38	13	9	-31	28	22	-21	20	6	-70	20	8	-60	0	0	0	0	0	0	0	0	
Parking Violations	1	0	-100	1	3	200	0	3	0	1	2	100	2	1	-50	2	4	100	3	3	0	1	2	100	1	1	0	0	0	0	0	0	0	0	0	
All Predatory Offender calls including	92	90	-2	14	6	-57	12	6	-50	2	85	4150	3	1	-67	17	3	-82	97	3	-97	9	2	-78	10	3	-70	0	0	0	0	0	0	0	0	
All Public assist calls	22	12	-45	14	8	-43	15	16	7	24	18	-25	14	11	-21	18	20	11	21	13	-38	19	18	-5	16	32	100	0	0	0	0	0	0	0	0	
Records checks including employment	8	6	-25	7	7	0	6	10	67	4	11	175	4	14	250	3	11	267	8	7	-13	8	7	-13	8	7	-13	0	0	0	0	0	0	0	0	
Recovered goods including property	1	0	-100	1	1	0	0	4	0	1	0	-100	2	1	-50	1	0	-100	1	0	-100	2	1	-50	1	1	0	0	0	0	0	0	0	0	0	
Road hazards	6	6	0	10	5	-50	6	10	67	12	11	-8	1	5	400	15	10	-33	7	8	14	13	7	-46	11	11	0	0	0	0	0	0	0	0		
Robbery calls	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Scams - All	13	15	15	9	20	122	13	13	0	5	13	160	5	7	40	11	13	18	25	8	-68	20	6	-70	28	11	-61	0	0	0	0	0	0	0	0	





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Search Warrants	0	0	0	0	1	0	1	0	-100	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0			
Shooting complaints	0	1	0	0	4	0	2	1	-50	4	3	-25	2	9	350	9	3	-67	6	4	-33	5	5	0	6	5	-17	0	0	0	0	0	0			
Shoplifting complaints	1	0	-100	1	0	-100	0	0	0	2	0	-100	0	2	0	3	4	33	0	1	0	1	0	-100	2	2	0	0	0	0	0	0	0			
Smoking Ban violations	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Snowmobile calls - all including	4	3	-25	2	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Snowbird Parking	30	15	-50	41	20	-51	39	3	-92	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Special Detail	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0			
Stolen Property calls - all	0	1	0	1	1	0	2	1	-50	6	2	-67	1	0	-100	4	0	-100	5	1	-80	2	2	0	5	1	-80	0	0	0	0	0	0	0		
Stop arm violations	0	2	0	0	4	0	0	2	0	0	3	0	0	4	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0			
Sudden Deaths and Bodies fou	4	0	-100	3	2	-33	1	1	0	0	0	0	0	0	0	1	2	100	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0			
Suicide-Death	1	1	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Suicide threats-attempts	3	3	0	7	5	-29	11	6	-45	7	9	29	6	5	-17	6	6	0	8	7	-13	6	6	0	2	6	200	0	0	0	0	0	0	0		
Suspicious calls including persc	37	60	62	45	53	18	76	83	9	77	92	19	100	105	5	67	70	4	122	83	-32	111	98	-12	125	80	-36	0	0	0	0	0	0	0		
Theft calls - all not including m	38	30	-21	31	25	-19	21	27	29	38	36	-5	41	22	-46	22	27	23	28	32	14	33	28	-15	35	32	-9	0	0	0	0	0	0	0		
All Threat calls	7	6	-14	4	5	25	11	6	-45	10	5	-50	12	18	50	5	10	100	4	18	350	9	15	67	12	10	-17	0	0	0	0	0	0	0		
Tobacco compliance checks.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14	0	0	0	0	0	0	0	0	0	0	0	0		
Traffic / Driving complaints	28	23	-18	30	25	-17	24	35	46	21	39	86	40	48	20	50	37	-26	51	46	-10	53	41	-23	41	34	-17	0	0	0	0	0	0	0		
Traffic Accidents including all p	23	3	-87	18	20	11	4	9	125	11	16	45	6	17	183	17	10	-41	21	19	-10	17	18	6	18	14	-22	0	0	0	0	0	0	0		
Traffic violations all including ci	139	72	-48	138	89	-36	79	108	37	9	112	1144	26	104	300	41	124	202	45	146	224	55	108	96	52	133	156	0	0	0	0	0	0	0		
Transport all (jail) except medi	26	5	-81	16	7	-56	16	6	-63	1	13	1200	5	6	20	6	7	17	8	7	-13	7	11	57	8	14	75	0	0	0	0	0	0	0		
Trespassing complaints	2	1	-50	1	0	-100	3	1	-67	8	3	-63	4	6	50	3	1	-67	3	7	133	4	4	0	10	5	-50	0	0	0	0	0	0	0		
TZD -All Towards Zero Death si	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	46	21	-54	0	14	0	18	35	94	0	0	0	0	0	0	0		
Unwanted person non criminal	11	6	-45	9	8	-11	10	13	30	10	13	30	14	14	0	13	13	0	12	21	75	21	18	-14	16	16	0	0	0	0	0	0	0	0		
Vandalism calls all except mail	2	2	0	0	1	0	0	0	0	1	1	0	2	0	-100	2	1	-50	1	2	100	1	1	0	1	4	300	0	0	0	0	0	0	0		
Vehicle theft all including moto	0	2	0	2	3	50	0	3	0	1	0	-100	5	1	-80	4	4	0	2	2	0	3	2	-33	2	4	100	0	0	0	0	0	0	0		





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Violation of Court orders all inc	10	6	-40	3	2	-33	6	6	0	9	7	-22	3	9	200	6	5	-17	15	8	-47	2	10	400	9	4	-56	0	0	0	0	0	0			
Vehicle off Road/Vehicle in Dltc	39	20	-49	14	18	29	4	2	-50	5	3	-40	5	6	20	8	2	-75	1	6	500	11	2	-82	2	4	100	0	0	0	0	0	0			
Salvation Army	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Warrant entry and arrests	21	4	-81	11	3	-73	9	9	0	0	6	0	0	11	0	4	17	325	6	13	117	4	17	325	4	17	325	0	0	0	0	0	0			
Weapons offenses including fel	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	-100	0	0	0	0	0	0				
Weather - Monthly Test	1	1	0	1	1	0	0	0	0	3	1	-67	1	0	-100	1	1	0	1	0	-100	1	1	0	1	1	0	0	0	0	0	0	0			
Weather - Severe Storm Warni	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0				
Weather - Tornado Warning	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	-100	1	0	-100	0	0	0	0	0	0	0	0	0			
Welfare checks	37	42	14	24	32	33	22	40	82	27	24	-11	28	39	39	26	39	50	32	42	31	41	31	-24	51	40	-22	0	0	0	0	0	0			
	1136	881	-22	912	811	-11	933	940	1	830	1135	37	855	1065	25	984	1110	13	1189	1179	-1	1143	1117	-2	1087	1141	5	0	0	0	0	0	0			

# 11:05am Appointment

November 16, 2021

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Resolutions Approving JPA Agreements with State of MN (BCA) for Attorney, Sheriff, Probation	<b>b. Origination:</b> County Attorney
<b>c. Estimated time:</b> 10 minutes	<b>d. Presenter(s):</b> Barbara McFadden

**e. Board action requested:**

- a. Resolution approving State of Minnesota JPA with the County of Kanabec on Behalf of its County Attorney and Sheriff (page 10)
- b. Resolution approving State of Minnesota Joint Powers Agreements with the County of Kanabec on Behalf of its Probation Office (page 21)

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**f. Background:**

Supporting Documents: None    Attached: ☒

**Date received in County Coordinators Office:**

**Coordinators Comments:**



# State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the County of Kanabec on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

## Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

## Agreement

### 1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

### 2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

  - A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
  - B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
  - C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools

using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement.

Governmental Unit will select a method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdcs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
  - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not

apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

### **3 Payment**

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent quarterly for the amount of One Hundred Twenty Dollars (\$120.00) or a total annual cost of Four Hundred Eighty Dollars (\$480.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.



If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

#### **4 Authorized Representatives**

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension
	1430 Maryland Avenue Saint Paul, MN 55106
Telephone:	651.793.1007
Email Address:	<a href="mailto:Dana.Gotz@state.mn.us">Dana.Gotz@state.mn.us</a>

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name:	Barbara McFadden, County Attorney
Address:	18 N Vine St, Ste 202 Mora, MN 55051
Telephone:	320.679.6425
Email Address:	<a href="mailto:barbara.mcfadden@co.kanabec.mn.us">barbara.mcfadden@co.kanabec.mn.us</a>

#### **5 Assignment, Amendments, Waiver, and Agreement Complete**

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

#### **6 Liability**

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

#### **7 Audits**

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2 Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3 If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4 If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## 8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## 9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

  - 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently

eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.

- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

### **9.3 Sanctions Involving Only Court Data Services**

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

- 9.3.1** Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

- 9.3.2** Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## **10 Venue**

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **11 Termination**

- 11.1 Termination.** The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

- 11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

**12 Continuing Obligations**

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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***The Parties indicate their agreement and authority to execute this Agreement by signing below.***

**1. GOVERNMENTAL UNIT**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**3. COMMISSIONER OF ADMINISTRATION**

As delegated to the Office of State Procurement

By: \_\_\_\_\_

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

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF KANABEC  
ON BEHALF OF ITS COUNTY ATTORNEY AND SHERIFF**

WHEREAS, the County of Kanabec on behalf of its County Attorney and Sheriff desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the County with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the County to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Kanabec on behalf of its County Attorney and Sheriff are hereby approved.
2. That the **Sheriff, Brian Smith**, or his or her successor, is designated the Authorized Representative for the Sheriff. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.
3. That the **County Attorney, Barb McFadden**, or his or her successor, is designated the Authorized Representative for the County Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.
4. That Gene Anderson, the Chair of the County of Kanabec, and Kris McNally, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 16th day of November, 2021.

COUNTY OF KANABEC

\_\_\_\_\_  
By: Gene Anderson  
Its Board Chair

ATTEST:

\_\_\_\_\_  
By: Kris McNally  
Its County Board Clerk

# COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the County of Kanabec on behalf of its Sheriff’s Office (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

## Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 200481, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an

Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us)) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber



Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

**3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.** Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

**7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. **Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data

Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

**b. Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

**c. Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

**d. Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

**e. Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**f. Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies,

thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

**8. INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

**9. LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

**10. AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

**11.** [reserved]

**12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

**a. Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's

Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

**b. Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

**c. Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

**d. Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

**13. FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

**14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

**a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

**b. ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

**16. RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

**17. NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

**18. NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

**19. FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

**20. SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

**21. ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

**22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

**23. VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

**24. INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

**1. SUBSCRIBER (AGENCY)**

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**2. DEPARTMENT OF PUBLIC SAFETY,  
BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

By: \_\_\_\_\_

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

**4. COURTS**

Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

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



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF KANABEC  
ON BEHALF OF ITS PROBATION OFFICE**

WHEREAS, the County of Kanabec on behalf of its **Probation Office** desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the County with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the County to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Kanabec on behalf of its Probation Office are hereby approved.
2. That the Director, Todd Eustice, or his successor, is designated the Authorized Representative for the Probation Office. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.
3. That Gene Anderson, the Chair of the County of Kanabec, and Kris McNally, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 16th day of November 2021.

COUNTY OF KANABEC

\_\_\_\_\_  
By: Gene Anderson  
Its Board Chair

ATTEST:

\_\_\_\_\_  
By: Kris McNally  
Its County Board Clerk

# 11:15am Appointment

November 16, 2021

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Repurchase Requests a. Rodin b. Salmonson	<b>b. Origination:</b> County Auditor's Office
<b>c. Estimated time:</b> 10 minutes	<b>d. Presenter(s):</b> Roberta Anderson

**e. Board action requested:**

Repurchase Requests

- a. Review application for repurchase for Parcel 06.00715.00, Lucille Rodin
- b. Review application repurchase for Parcel 10.00050.00, Judy Salmonson

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**f. Background:**

**Repurchase Requests**

**a. Parcel 06.00715.00**

Forfeited in September, 2021. The granddaughter of the owner has been paying taxes and had only one partial year remaining. She did not realize it would forfeit.

**b. Parcel 10.00050.00**

Forfeited in September, 2021. The owner's husband had passed away and she thought that the rewash something in place to pay the taxes upon his death.

Applications to be provided at the meeting.

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

<b>Date received in County Coordinators Office:</b>	11/10/21
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**Coordinators Comments:**

# 11:25am Appointment

November 16, 2021

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> TTPT Bus Purchase	<b>b. Origination:</b> TTPT
<b>c. Estimated time:</b> 10 minutes	<b>d. Presenter(s):</b> Kathy Burski

**e. Board action requested:** Approval of Transit Director/Community Health Director to order a new bus per the regular rotation

**f. Background:** Timber Trails along with MNDot have a regular rotation for bus replacement. It is time to order a new bus. The Transit Director's recommendation is below

The transit department recommends purchasing:

Elkhart Coach - EC11Gas for a price of \$94,544.00

Two buses from two separate suppliers were considered for this purchase. The Elkhart Coach from North Central Bus & Equipment, Inc. and a Glaval Universal from Hoglund Bus Company. The Elkhart Coach was chosen for a number of reasons.

1. Availability of the wider lift.
2. Fleet uniformity
3. Price

The MN/DOT contract for this bus includes \$76,000 in federal funds, \$9,500 in state funds and a local match of just under 10% or \$9,044. The transit department has funds in reserve to cover the local match.

As we have reported, even though we are ordering the bus now - we do not expect delivery until the end of 2022 or into 2023 at the earliest. This new bus will replace our Unit #13 which has more than 173,000 miles (end of September).

I have requested a more defined breakdown of our reserve account but have not received it yet.

Thanks, Helen

Supporting Documents: Vendor Quotes for new buses Attached:X

Date Received in County Coordinator's Office:

Recipients must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications.

#### STEP 4 PRICE ANALYSIS

Grantee/Sub-Grantee local  
P.O. #:

**Project Name and Description:** 5311 Grant Funded Transit Bus

Grantee/Sub-Grantee Name: Kanabec County – Timber Trails Public Transit  
Grantee/Sub-Grantee Address: 300 Industrial Park Road – Mora, MN 55051  
Grantee/Sub-Grantee Project Contact Name: Helen Pieper  
Title: Transit Director  
Phone: (320) 364-1351 eMail: helen.pieper@co.kanabec.mn.us

Analysis by (Name) Helen Pieper Date: 11/9/2021

Analysis Reviewer Signature: \_\_\_\_\_

The pricing quoted on the attached sheet(s) is deemed to be fair and reasonable based on the following type of analysis:

- ☐ Comparison with market prices or catalog pricing for the same item. (Complete summary matrix below and attach supporting quotes or catalog pages)
- ☐ Comparison of proposed pricing with an in-house estimate for the same item. (Attach signed in-house estimate and explain factors influencing any difference found. Complete summary matrix)
- ☒ Comparison with a competing supplier's prices and a comparison with the I.C.E. (complete Vehicle Procurement Summary Matrix)
- ☐ Comparison of proposed pricing with historical pricing from previous purchases of the same or similar item, coupled with market data such as Producer Price Index or Inflation Rate over the corresponding time period. (Attach data and historical price record)
- ☐ Analysis of price components against current published standards, such as labor rates, dollars per pound, etc. to justify the price reasonableness of the whole. (Attach analysis to support conclusions drawn)

#### SUMMARY MATRIX for Products and Services

☐ Adequate Price Competition

Quote Source - use one or more of these columns (complete competitor name in each column; A,B,C, etc)

Procurement Item (list in each line, each item and/or service)						

Comments: \_\_\_\_\_

Recipients must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications.

#### STEP 4

Attachments (identify and attach):

- ☐ North Central Bus – Order Form
- ☐ Hoglund Bus – Order Form
- ☐

#### SUMMARY MATRIX for Vehicle Procurements only\* (this section can be deleted if not purchasing a vehicle)

Current Purchase					
Bus Manufacturer: North Central Bus & Equipment					
Model	Vehicle Length	Chassis Manufacturer	Chassis Model	Seating Configuration	Fuel Type
Class 400 Ford Cut-away	26'	Ford	E450	12/2	Gas
Total Price (including options):					

Comparison Pricing						
A. Bus Manufacturer: North Central Bus & Equipment						
B. Bus Manufacturer: Hoglund Bus Company						
C. Bus Manufacturer: [insert name of bus manufacturer]						
	Model	Vehicle Length	Chassis Manufacturer	Chassis Model	Seating Configuration	Fuel Type
A	Elkhart Coach	26'	Ford	E450	12 Pass Seats 2 WC Pstns	Gas
B	Glaval/Universal	26'	Ford	E450	12 Pass Seats 2 WC Pstns	Gas
C						
A	Total Price (including options): \$94,544.00					
B	Total Price (including options): \$94,657.00					
C	Total Price (including options):					

\*based on current year or past year Minnesota Vehicle Procurement pricing

Vehicle Test Results Have Been Reviewed <a href="https://www.altoonabustest.psu.edu/">https://www.altoonabustest.psu.edu/</a>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
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# PUBLIC TRANSIT (5311, ETC.)

2020-21 VEHICLE ORDER FORM

MnDOT COOPERATIVE PROCUREMENT FOR SMALL/MID-SIZED & MEDIUM DUTY ACCESSIBLE BUSES

(This form to be used ONLY for vehicles funded through MnDOT's Office of Transit)

MnDOT Recipient Contract Number: 1047988 Quantity: 1  
Contract Maximum Amount: \$ \$95,000.00 (For identical vehicle orders only)  
SUN Number: (Office Use) UPIN Number: (Office Use)

Legal Name: County of Kanabec ~ Timber Trails Public Transit  
Address: 300 Industrial Park Road Phone Number: 320-264-1352  
City, State, Zip: Mora, MN 55051 Fax Number:  
Contact Name: Kevin Petersen Email Address: kevin.petersen@co.kanabec.mn.us

Vendor Name: North Central Bus & Equipment, Inc. Bus GVRW: 14,500  
Vendor Contact: Mike Klauda / 612-839-5892 Chassis Manufacturer: Ford  
Bus Manufacturer: Elkhart Coach Chassis Wheelbase: 190"  
Model & Gas/Diesel: ECII Gas Vehicle Length: 313"

Vehicle Spec. # 10. 07 \*Final Build: 12 Passengers + 2 Wheelchairs + 6 Passengers  
12 # of Passenger Seats 2 # of WC Positions  
Lift Manufacturer & Model: Braun Century 37" Wide Front xxx Rear  
Inspection Site/Location: NCBE - Mounds View Recipient's Ford/GM Fleet #: (Not required by MnDOT)

## ALL ORDERS MUST INCLUDE A FLOOR PLAN THAT MATCHES THE ORDER

BASE PRICE (includes freight - manufacturer to vendor & all rebates)	\$ 72,258.00
TOTAL OPTIONS (from page 2)	\$ 13,464.00
TOTAL OPTIONS (from pages 3 and 4)	\$ 8,682.00
DELIVERY CHARGE (vendor to recipient - if bus is delivered I lieu of being picked up)	\$ CPU
LICENSE & TRANSFER FEES (estimated - actual will be shown later on bus invoice)	\$ 140.00
EXTENDED WARRANTIES	\$ 0.00
EXCISE TAX (if applicable)	\$ 0.00
QUANTITY DISCOUNT (if applicable)	\$ 0.00
VEHICLE TOTAL	\$ 94,544.00

Completed by Office of Transit & Active Transportation

Vehicle Total or Contract Max \$	MnDOT Share \$
(whichever is less)	Recipient Share \$

Recipient Signature: (Required) Date: (Required)  
Vendor Signature: (Not required) Date:

## MnDOT APPROVAL

Procurement Coordinator Signature: Date:

## PUBLIC TRANSIT (5311, ETC.) Options

(Attach to Vehicle Order Form)

OPTIONS: Select from vehicle specifications optional equipment list.

<u>Option #</u>	<u>Description</u>	
2	<b>NEW</b> 7.3L Premium Gas Engine w/Fast Idle, Automatic Transmission	\$ Standard
6	Fuel Tank Access Plate No Longer Standard	\$ 48.00
10	Extend Wheelbase from 176" to 190" to Accommodate Floorplan w/New Regulations	\$ 348.00
11	Delete Rear Mor-Ryde Suspension	\$ (700.00)
11B	Kelderman Rear Air Ride Suspension	\$ 4,103.00
13	Diamond Plated Driver's Step w/Grip Strut Insert ILO Standard	\$ 254.00
18H	Battery Box Mounted Behind Steps w/Access Through Stepwell	\$ 457.00
31B	Apply Logo ~ Dealer Supplied (Qty: 2 @ \$258.00 each)	\$ 516.00
33C	Upgrade to Altro Non-Slip Flooring. Color to Be: Genome Gray	\$ 550.00
33H / 33I	Yellow Step Nosing and Yellow Standee Line ILO White	\$ No Charge
37	Rubber Fender Flares IPO Molded Fiberglass	\$ No Charge
39Ab	Rear Romeo Rim Help Bumper	\$ 617.00
40B	<b>NEW</b> Elkhart Standard Back Up Camera w/Display in Rearview Mirror	\$ Standard
44	Power Passenger Entrance Door	\$ Standard
44B	<b>NEW</b> Easy Access Panel Over Power Passenger Entrance Door	\$ Standard
44C	Exterior Key Entry for Power Passenger Entrance Door	\$ 69.00
46	Rear Emergency Door w/Upper and Lower Windows and Windows on Each Side	\$ 508.00
49C	Ford OEM Driver's Seat w/OEM Power Pedestal (Special Order Chassis)	\$ 611.00
51Ba	Add Double Notchback Foldaway Passengers Seats (Qty: 3 @ \$848.00 each)	\$ 2,544.00
52Aa	Add Single Rigid Passenger Seat in Rear Streetside Corners (Qty: 2 @ \$248.00 each) <i>*Due To Emergency Exit Rules, Only Single Seat May Be Used in The Rear Row of This Bus</i>	\$ 496.00
52Ba	Deduct Double Rigid Passenger Seats (Qty: 2 @ \$451.00 each)	\$ (902.00)
52Eb	Add Double Passenger Seats w/One ICS Child Restraint Seat (Qty: 1 @ \$1011.00 each) <i>*ICS Child Seats Must Be In Locations Shown on Floorplan Due to Aisle Width Requirements (They Are A Tad Wider)</i>	\$ 1,011.00
53C	Upgrade Passengers Seats to Level 4 Seat Material (Qty: 18 @ \$43.00 each)	\$ 774.00
*	Seat Material Choice Code: CMI Dimensions Nanocide Charcoal Gray	\$ -
53C	Driver's Seat to Be Ford OEM Cloth Seat Material	\$ -
54a	<b>NEW</b> Seat Belt Extenders for Freedman USR Style Seatbelts (Qty: 2 Standard)	\$ Standard
56B	<b>NEW</b> Freedman Under Seat Retracting (USR) Seatbelts for All Passenger Seats	\$ Standard
58A	Braun Century NCL Lift w/37" Wide x 54 Platform, 1000# Capacity	\$ 2,160.00
<b>TOTAL</b> (Place total amount in space on vehicle order form)		\$ <b>13,464.00</b>

## PUBLIC TRANSIT (5311, ETC.) Options

(Attach to Vehicle Order Form)

OPTIONS: Select from vehicle specifications optional equipment list.

<u>Option #</u>	<u>Description</u>	
58C	Non-Interlocking Safety Belt for Braun Wheelchair Lift	\$ No Charge
60	<b>NEW</b> Q'Straint QRT360 Slide N Click Securements (No Downgrade This Year)	\$ Standard
64	Retractable Height Adjusters for Wheelchair Shoulder Belts (Qty: 2 @ \$64.00 each)	\$ 128.00
67	Add'l L-Track For Wheelchair Shoulder Belts (Qty: 48" @ \$3.00 per inch) <i>*12" Sections Installed Above Windows and On Floor For Each Position</i>	\$ 144.00
77	Lower Modesty Panel Behind Driver's Seat	\$ Standard
77B	Upper Plexiglass Panel Behind Driver's Seat ~ Smoked	\$ 84.00
78C	Upgrade to Yellow Powder Coated Ceiling Grab Rail Down Driver's Side	\$ 80.00
78F	Upgrade to Yellow Powder Coated Entrance Grab Rails (Qty: 2 @ \$107.00 each)	\$ 214.00
78L	Upgrade to Yellow Powder Coated Stanchions and Cross Rails Behind Driver's Seat	\$ 95.00
78L	Upgrade to Yellow Powder Coated Stanchions and Cross Rails Behind Entrance Door	\$ 95.00
79A	Yellow Powder Coated Stanchions and Cross Rails w/Modesty Panel Behind Front Li	\$ 262.00
80A	Upgrade to Roof Mounted Air Conditioning System ILO Skirt Mounted	\$ 1,121.00
80C	Upgrade to TransAir 60,000 BTU Super Dual Compressor A/C System	\$ 540.00
82C	Additional 66,000 BTU Heater in Rear of Bus	\$ 302.00
82F	Insulated Coolant Lines to Rear Heaters	\$ Standard
82G	<b>NEW</b> Parker Style Heater Shut Off Valves	\$ Standard
*	Ford OEM Programmed Daytime Running Lights (Special Order Chassis)	\$ No Charge
86A	Add'l Pair of 4" Red Brake Lights in Upper Corners of Rear of Bus (Qty: 2 @ \$32.00)	\$ 64.00
*	All Rear and Side Exterior Body Lights To Be LED	\$ Standard
*	All Interior Lights To Be LED	\$ Standard
87C	Dimmer Switch for Interior Dome Lights	\$ 74.00
92	Over Windshield Storage Compartment w/Thumb Latch Door and Hold Open Clip	\$ Standard
103	<b>NEW</b> Ford OEM AM/FM/MT Radio w/Speakers Throughout (No Longer CD)	\$ Standard
112C	Combined Heated and Remote Control Exterior Mirrors	\$ 466.00
113A	Interior Flat 6" x 16" Mirror Above Driver's Head	\$ Standard
119B	Gray Carpeting Covering Walls From Seat Track to Ceiling in Passenger Area	\$ 256.00
119C	Gray Carpeting Covering Entire Ceiling in Passenger Area	\$ (100.00)
128B	REI 4-Camera System w/Event Marker, DVR Mounted in Over Windshield Compartment	\$ 2,764.00
129	TV Monitor	\$ 693.00
138	Fare Boxes - Main M4 - with vault and pole - keyed alike	\$ 1,400.00



\$ 8,682.00

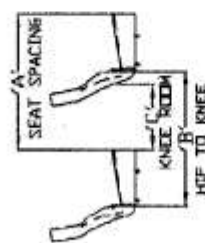
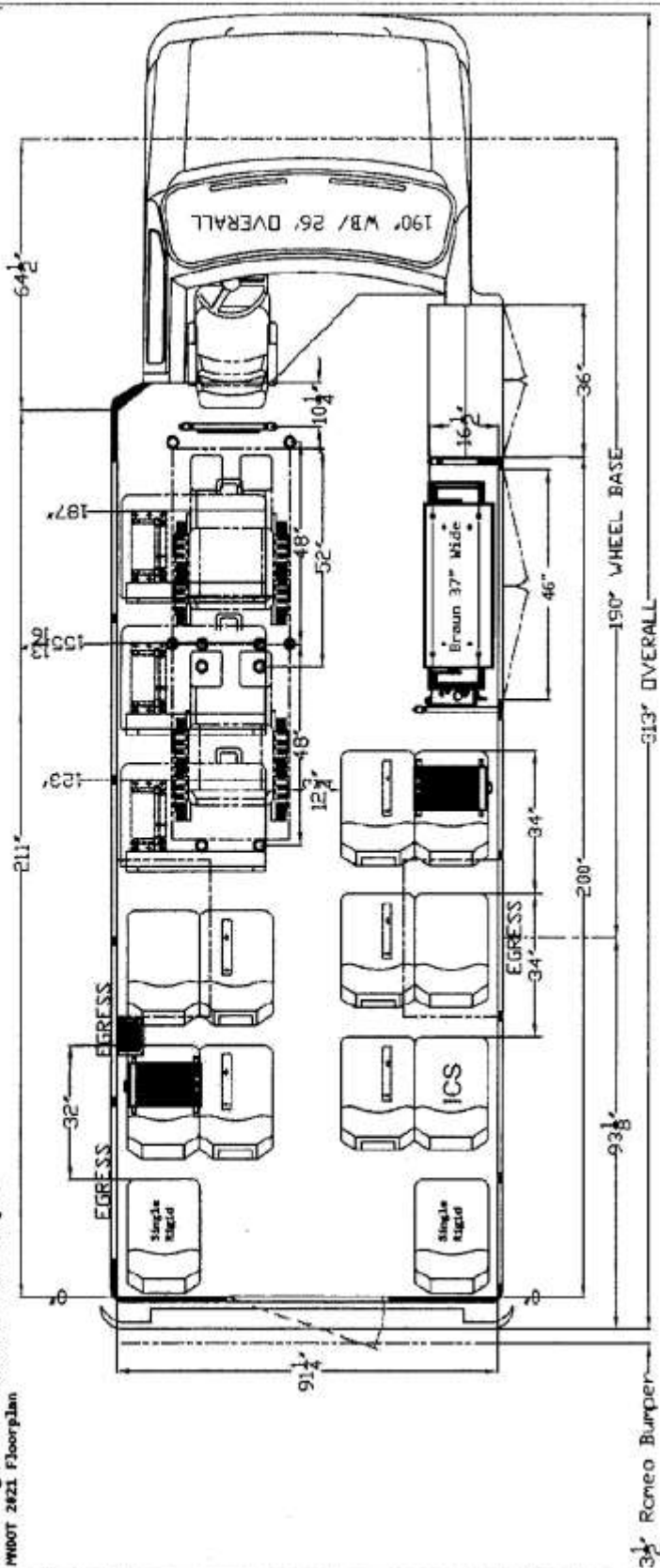
### PUBLIC TRANSIT (5311, ETC.) Options

**OPTIONS:** Select from vehicle specifications optional equipment list.

7

Kanabec County - Timber Trails Public Transit  
 Elkhart Coach ECII Ford E459  
 12 Passengers + 2 Wheelchairs + 6 Passengers  
 WDOT 2021 Floorplan

REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION	REV	DATE	BY	DESCRIPTION
-	-	-	-	-	-	-	-	-	-	-	-



SEAT STYLE	SEAT SPACING 'A'	HIP-TO-KNEE 'B'	KNEE ROOM 'C'
MID HIGH	32"	30"	12"
MID HIGH	34"	32"	14"

DEALER SIGNATURE

Q-42-060721-00

**Elkhart Coach**

514 County Road 1 North  
 Elkhart, IN 46514  
 (574) 327-2700  
 A DIVISION OF FOREST RIVER

PROJECTION: FLOOR PLAN EOCW 190-313 Front L/R (Braun) Standard Floor 20P/2WC/Side Click

W.I. NUMBER: 6-1-18 DATE: 6-1-18 SCALE: N.T.S. REFERENCE: NUMBER SHEET 1 OF 2

SIZE: **A** DO NOT SCALE

NET WEIGHT AND THE INFORMATION CONTAINED HEREIN ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

REV: -

PART NUMBER: **900-27-0441**

CHECKED BY: NPM

DRAWN BY: NPM

# PUBLIC TRANSIT (5311, ETC.)

2020-21 VEHICLE ORDER FORM

MnDOT COOPERATIVE PROCUREMENT FOR SMALL/MID-SIZED & MEDIUM DUTY ACCESSIBLE BUSES

(This form to be used ONLY for vehicles funded through MnDOT's Office of Transit)

MnDOT Recipient Contract Number: 1047988 Quantity: 1  
Contract Maximum Amount: \$ 95,000.00 (For identical vehicle orders only)  
SUN Number: (Office Use) UPIN Number: (Office Use)

Legal Name: Kanabec County  
Address: 300 Industrial Park Road  
City, State, Zip: Mora, MN 55051  
Contact Name: Helen Pieper  
Kevin Petersen  
Vendor Name: Hoglund Bus Company  
Vendor Contact: Brian Sutlief  
Bus Manufacturer: Glaval  
Model & Gas/Diesel: Universal gas  
Phone Number: 320-364-1351 / 1352  
Fax Number:  
Email Address: helen.pieper@co.kanabec.mn.us  
kevin.petersen@co.kanabec.mn.us  
Bus GVRW: 14,500  
Chassis Manufacturer: Ford  
Chassis Wheelbase: 190"  
Vehicle Length: 26"

Vehicle Spec. # 10. 7 12 (18) # of Passenger Seats 2 (0) # of WC Positions  
Lift Manufacturer & Model: BraunAbility 37" Millennium Front x Rear  
Inspection Site/Location: Monticello Recipient's Ford/GM Fleet #: (Not required by MnDOT)

## ALL ORDERS MUST INCLUDE A FLOOR PLAN THAT MATCHES THE ORDER

BASE PRICE (includes freight - manufacturer to vendor & all rebates)	\$ 68307.00
TOTAL OPTIONS (from page 2)	\$ 14460.00
TOTAL OPTIONS (from page 3)	\$ 11710.00
DELIVERY CHARGE (vendor to recipient - if bus is delivered I lieu of being picked up)	\$
LICENSE & TRANSFER FEES (estimated - actual will be shown later on bus invoice)	\$ 180.00
EXTENDED WARRANTIES	\$
EXCISE TAX (if applicable)	\$
QUANTITY DISCOUNT (if applicable)	\$
VEHICLE TOTAL	\$ 94,657.00

## Completed by Office of Transit & Active Transportation

Vehicle Total or Contract Max \$	MnDOT Share \$
(whichever is less)	Recipient Share \$

Recipient Signature: (Required) Date: (Required)  
Vendor Signature: Brian Sutlief (Not required) Date: 10.28.21

## MnDOT APPROVAL

Procurement Coordinator Signature: Date:

Last

# **PUBLIC TRANSIT (5311, ETC.) Options**

(Attach to Vehicle Order Form)

OPTIONS: Select from vehicle specifications optional equipment list.

<u>Option #</u>	<u>Description</u>	
6	Fuel Tank Access Plate	\$ 60.00
10	Extend Wheelbase to 190"	\$ 300.00
11	Delete Mor/Ryde	\$ -410.00
11B	Kelderman Rear Air Suspension	\$ 6,200.00
18H	In-Step Battery Box - in lieu of standard	\$ 450.00
31A	Apply Logo (4 @ \$150) - Installed Locally	\$ 600.00
33A	Delete Flat Floor Extending to passenger boarding area w/ additional step (std. w/10.07)	\$ -505.00
33C	Altro Floor in lieu of standard rubber	\$ 115.00
37	Rubber Wheel Flares in lieu of standard	\$ 100.00
39Ac	Romeo Rim Bumper - Rear - Squared Off Style	\$ 800.00
	Fiberglass Exterior - MNDOT Standard	\$ Standard
44C	Entrance Door Keyed Switch	\$ 75.00
46	Rear Emergency Door - w/ two windows in door	\$ 465.00
49C	Power Driver Seat - Ford OEM	\$ 165.00
51Ba	Add Double Foldaway Seat - Notchback (3 @ \$885)	\$ 2,655.00
52Ba	Delete Double Passenger Seat	\$ -345.00
52Ec	Double Passenger Child Restraint Seat w/two child seats	\$ 1,400.00
53C	Level 4 Passenger Seat Fabric - Dimensions Nanocide Charcoal #120 (18 @60)	\$ 1,080.00
54	Seat Belt Extender (2) - New MNDOT Standard	\$ Standard
58A	Braun Millenium NL9173751 800# (37"X51")	\$ 600.00
58C	Safety Belt on Lift	\$ 80.00
62	QRT 360 Tie Downs w/Slide N Click - New MNDOT Standard	\$ Standard
64	Retractable Should Height Adjusters (2 @ N/C)	\$ N/C
65	Heavy Duty Tie Down Storage Bag (2 @ \$75)	\$ 150.00
66	Tie Down Storage System (TDSS) under foldaway seats (2 @ \$160)	\$ 320.00
77B	Plexiglass on upper section of driver stanchion - smoked	\$ 105.00
		\$
<b>TOTAL</b> (Place total amount in space on vehicle order form)		<b>\$ 14,460.00</b>

(Attach to Vehicle Order Form)

[illegible]

# 11:35am Appointment

## Item A

November 16, 2021

### REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Evaluation Result	<b>b. Originating Department:</b> County Coordinator
<b>c. Estimated time:</b> 5 Minutes	<b>d. Presenter(s):</b> Kim Christenson

**e. Board action requested:**

Approve the following resolutions:

#### Resolution #\_\_ - 11/02/21

Computer Technician II Evaluation

**WHEREAS** the board did by Resolution #21 – 11/02/21 refer the position of Computer Technician II the pay plan consultant for review, and

**WHEREAS** the board has been presented with the results of that study;

**BE IT RESOLVED** to accept the following ranking for the “Computer Technician II” position, which results in Pay Range 10:

Category	Rank	Points
Qualifications	q46	100
Decisions	d23	43
Problem Solving	p14	55
Relationships	r13	48
Effort A	ea5	5
Effort B	eb11	12
Hazards	H17	13
Environment	n5	8
<b>TOTAL POINTS</b>		<b>284</b>

#### f. Background:

See attached memo from the Pay Consultant.

Supporting Documents: None Attached: ☒

**Date Received in County Coordinator's Office:**

N/A

**Coordinators Comments:**

None



Tue 11/9/2021 3:26 PM

Wendie Lindberg <Wendie.Lindberg@mrnet.org>

RE: New position evaluation Computer Tech II

To : Kim Christensen

Hi Kim,

Here is the rating for this job:

Title	Qualifications		Decisions		Problem Solving		Relationships		Effort A		Effort B		Hazards		Environment		Total Points	Grade	Notes
Computer Technician II	q46	100	d23	43	p14	55	r13	48	ea6	5	eb11	12	h17	13	n5	8	284	10	Basically the same as Computer Tech I except for experience.

Wendie Lindberg

Compensation Director

Main: 763-253-9100 | Direct: 763-253-9721

MRA | 5980 Golden Hills Dr | Golden Valley | MN | 55416

Wendie.Lindberg@mrnet.org | www.mrnet.org



# 11:35am Appointment

## Item B

November 16, 2021

### REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Evaluation Result	<b>b. Originating Department:</b> County Coordinator
<b>c. Estimated time:</b> 5 Minutes	<b>d. Presenter(s):</b> Kim Christenson

**e. Board action requested:**

Approve the following resolutions:

#### Resolution #\_\_ - 11/16/21

Chief Deputy Recorder

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

**WHEREAS** the Chief Deputy Recorder position was placed on the rotation schedule for 2021, and

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

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

	Old Rating Grade 9			New Rating Grade 7	
Category	Rank	Points		Rank	Points
Qualifications	Q34	69		Q34	69
Decisions	d23	43		D16	36
Problem Solving	p10	41		p10	41
Relationships	r18	64		R13	48
Effort A	Ea5	4		Ea5	4
Effort B	eb12	17		eb12	17
Hazards	H2	5		H2	5
Environment	N5	8		N5	8
TOTAL POINTS		251			228

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

**BE IT FUTHER RESOLVED** to accept the ranking for the “Chief Deputy Recorder” position,



which results in Pay Range 7, and

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

---

**f. Background:**

Supporting Documents: None ☒ Attached:

Date Received in County Coordinator's Office:	N/A
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Coordinators Comments:

# 11:45am Appointment

November 16, 2021

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Request to Fill New Position	<b>b. Origination:</b> Information Systems
<b>c. Estimated time:</b> 5 minutes	<b>d. Presenter(s):</b> Lisa Blowers

**e. Board action requested:**

Approve the following resolution:

### Resolution #\_\_ - 11/16/21

**WHEREAS** there is a new position of an Computer Technician II, and

**WHEREAS** the board desires to fill this position;

**BE IT RESOLVED** that the County Board authorizes the Information Systems Director and the County Personnel Director to hire a Computer Technician II to fill the position at Step A, Range 10 of the pay plan which is \$21.48 per hour or the rate set by internal promotion, and

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

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

---

**f. Background:**

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

# 11:55am Appointment

November 16, 2021

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Liquor & Tobacco License for The Crows Nest LLC	<b>b. Origination:</b> Auditor/Treasurer's Office
<b>c. Estimated time:</b> 10 minutes	<b>d. Presenter(s):</b> Denise Snyder

**e. Board action requested:**

### Resolution #\_\_ - 11/16/21

**WHEREAS** the Kanabec County Auditor/Treasurer has received applications for On & Off-Sale, Sunday Liquor and Tobacco licenses from Lucienne Olson of The Crows Nest LLC located at 2743 MN-65, Mora;

**WHEREAS** the applications are complete, included all necessary documentation, appears in accordance with County Policies and licensing requirements and the application is in good standing with the County;

**WHEREAS** the establishment located at this address presently operates with these licenses;

**BE IT RESOLVED** to approve the On & Off-Sale, Sunday Liquor and Tobacco Licenses for The Crows Nest LLC located at 2743 MN-65, Mora, and will become effective December 1, 2021.

**f. Background:**

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

# Agenda Item #1

## PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota  
County of Kanabec  
Office of the County Coordinator

**UNAPPROVED MINUTES**

**November 2, 2021**

The Kanabec County Board of Commissioners held a Regular Board Meeting in person and via telephone/video conference call at 9:00am on Tuesday, November 2, 2021 pursuant to adjournment with the following Board Members present on-site: Gene Anderson, Rick Mattson, Dennis McNally, Craig Smith, and Les Nielsen. Absent: None. Staff present on-site: County Coordinator Kris McNally, County Attorney Barbara McFadden and Recording Secretary Kelsey Schiferli.

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

The Chairperson led the assembly in the Pledge of Allegiance.

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

Action #2 – It was moved by Dennis McNally, seconded by Les Nielsen and carried unanimously to approve the October 19, 2021 minutes as presented.

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

<b><u>Vendor</u></b>	<b><u>Amount</u></b>
Braham Public Schools	47,954.79
East Central School District	15,920.27
Hinckley-Finlayson Schools	17,670.51
Isle Public Schools	12,671.65
Kanabec County	111,019.29
Milaca Public Schools	4,962.79

Mora Public Schools	1,075,539.08
Ogilvie Public Schools	149,761.01
Pine City Public Schools ISD 578	11.05
Further	633.20
Kanabec County Auditor-Treas	8,117.13
East Central Energy	1,343.36
Minnesota Energy Resources Corp	52.52
CW Technology	1,318.40
East Central Energy	444.87
Martland, Chris	575.00
Mora Municipal Utilities	2,048.08

**17 Claims Totaling: \$1,450,043.00**

Action #4 – It was moved by Les Nielsen, seconded by Rick Mattson and carried unanimously to approve the following claims on the funds indicated:

**Revenue Fund**

<b>Vendor</b>	<b>Amount</b>
A and E Cleaning Services	525.00
Ace Hardware	28.76
Ace Hardware	38.97
Auto Value	44.96
Christenson, Kim	62.16
Curtis, Michael	953.73
Dana Safety Supply, Inc.	978.00
E-911 Independent Emergency Services, Inc	402.50
East Central Exterminating	250.00
G & N Enterprises	107.00
Grainger	24.34
Granite City Jobbing Co	321.55
Hohn's Auto Body & Glass	1,748.66
Hoisington Koegler Group Inc.	9,873.09
Horizon Towing	1,300.61
Kanabec County Auditor-Treasurer	859.21
Kanabec County Auditor-Treasurer	1,684.60
Kanabec County Auditor-Treasurer	1,684.60
Kanabec County Highway Department	217.58

Kanabec County Highway Department	107.32
Kanabec County Highway Department	250.79
Kanabec County Recorder's Office	20.00
Kanabec Publications	220.00
Kanabec Soil & Water Cons.	348.64
Kroschel Land Surveyors, Inc.	1,500.00
Lindberg, Jodi	95.20
Manthie, Wendy	1,098.16
Marco	91.00
Mattson, Jean	97.40
MCCC	784.30
McClellan, Karen	87.55
McKinnis & Doom PA	187.00
Metropolitan Mechanical	3,741.80
Metropolitan Mechanical	18,220.42
Minnesota Counties Intergovernmental Trust	110.00
Minnesota Monitoring, Inc.	180.00
Mora Bakery	41.80
Northern Natural Gas	5,694.00
Northern Natural Gas	894.42
Northland Trust Services Inc.	915,982.50
Novus Glass	300.00
Oak Gallery	26.57
Office Depot	48.80
Office Depot	27.66
Premium Waters, Inc.	25.04
Reliance Telephone, Inc	300.00
RJ Mechanical	1,112.60
Sanford Health	821.00
Stellar Services	206.06
Stellar Services	79.38
Summit Food Service Management	3,709.25
Summit Food Service Management	3,775.22
Sunshine Printing	257.50
SWIFT	98.87
Thomson-Reuters-West	607.96
Tierney	51.89
Unger, Bonnie	17.00

Van Alst, Lillian	285.04
VetPRO	900.00
Von Eschen, Tina	225.12
Welia Health	428.00
Wickeham, Teresa	427.03
Granite Electronics	208.25
Mtheven Funeral and Cremation Services	400.00
Ramsey County	4,891.00

**65 Claims Totaling: \$ 990,086.86**

### **Road & Bridge**

<b><u>Vendor</u></b>	<b><u>Amount</u></b>
Aramark	686.45
Beaudry Oil & Propane	19,494.23
Berndt, Steve	165.70
Bjorklund Companies	626.60
Boyer Truck	129.69
Brock White Company	2,493.68
Campbell, Gary	600.00
Central McGowan	133.55
Federated Co-ops	119.99
Johnson Hardware	1,003.06
Kanabec County Highway Department	79.50
Knife River	1,807.65
MN Counties Intergovernmental Trust	220.00
MN Dept of Transportation	1,774.62
Morton Salt	7,220.75
Northern Lines	129,777.24
Northern States Supply	118.78
Office Depot	58.87
Roeschlein, Tom	288.00
Sanitary Systems	140.00
USIC	310.00
Welia Health	25.00

**22 Claims Totaling: \$ 167,273.36**

Action #5 – It was moved by Les Nielsen, seconded by Rick Mattson and carried unanimously to recess the meeting at 9:14am to a time immediately following the Community Health Board.

The Kanabec County Community Health Board met at 9:14am on Tuesday, November 2, 2021 pursuant to adjournment with the following Board Members Present: Gene Anderson, Rick Mattson, Dennis McNally, Craig Smith and Les Nielsen. Community Health Director Kathy Burski presented the Community Health Board Agenda.

Action #CH6 – It was moved by Dennis McNally, seconded by Les Nielsen and carried unanimously to approve the Community Health Board Agenda as presented.

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

Adult Services Supervisor Farrah Gajewski met with the Board to give a presentation regarding the Home Care Quality Assurance and Performance Improvement Program (QAPI).

Action #CH7 – It was moved by Dennis McNally, seconded by Rick Mattson and carried unanimously to approve the following resolution:

## **Resolution #CH7 – 11/2/21**

### **Performance Improvement Manager Designation Resolution**

**WHEREAS**, the Kanabec County Community Health Board has ultimate responsibility for the Quality Assurance Performance Improvement Program (QAPI) through the Home Care Program, and

**WHEREAS**, the Home Care Program is operated by Kanabec County Community Health, and

**WHEREAS**, Farrah Gajewski directly supervises all aspects of the Home Care program in Community Health.

**THEREFORE BE IT RESOLVED** the Kanabec County Community Health Board appoints Farrah Gajewski R.N., as the Performance Improvement Manager, the individual responsible for operating the Quality Assurance Performance Improvement program effective immediately until further notice.

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



Action #CH8 – It was moved by Craig Smith, seconded by Dennis McNally and carried unanimously to approve the payment of 93 claims totaling \$55,219.40 on Community Health Funds.

Action #CH9 – It was moved by Dennis McNally, seconded by Les Nielsen and carried unanimously to adjourn the Community Health Board at 9:43am and to meet again on Tuesday, December 7, 2021 at 9:05am.

HR Specialist Kim Christenson met with the Board to discuss matters concerning employee health insurance and the county vehicle pool

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

## **Resolution #10 – 11/2/21**

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

**WHEREAS** the following positions are on the rotation schedule for 2021:

<b>Department</b>	<b>Position</b>
Assessor	Appraiser Trainee
Assessor	County Assessor
Assessor	Clerk II
Assessor	Property Tax Specialist
Attorney	County Attorney
Auditor/Treasurer	Deputy Auditor, Tax II
Coordinator	County Coordinator
Economic Development Authority	EDA Director
Family Services	Fiscal Officer
Family Services	Fiscal Supervisor
Family Services	Child Support Officer/Fraud Prevention Specialist
Family Services	Eligibility Worker
Family Services	Social Services Supervisor
Family Services	Social Worker
Family Services	Human Services Director

Family Services	Lead Child Support Officer
Family Services	Child Support & Financial Supervisor
Information Systems	IS Director
Public Health	Certified Public Health Nurse
Public Health	Registered Nurse
Public Health	Health Promotion Coordinator
Public Health	Fiscal Officer
Public Health	LPN
Public Health	Community Health Director
Public Health	Regional ATOD Prevention Coordinator
Public Works - Building Maintenance	Maintenance Technician
Public Works - Building Maintenance	Building Maintenance Supervisor
Public Works - Building Maintenance	Maintenance Tech I
Public Works - Environmental Services	Environmental Services Supervisor
Public Works - Highway	Mechanic
Public Works - Highway	Sign Person
Public Works - Highway	Secretary
Sheriff	Sergeant Jailer
Transit	Bus Driver
Transit	Dispatcher
Transit	Transit Director
Transit	Operations Supervisor
Veterans	Veteran Service Officer

and,

**WHEREAS** the job descriptions were given to the Department Heads for updating and returned to the Personnel Director and HR Specialist for final review, and

**WHEREAS** the County Coordinator and HR Specialist has examined the above job titles and feel changes made do not warrant further review by the pay consultant and should remain at the same pay grade;

**BE IT RESOLVED** that it is the decision of the county board to accept and approve the remaining job descriptions with updates made.

Action #11 – It was moved by Les Nielsen, seconded by Dennis McNally and carried unanimously to approve a consent agenda including all of the following actions:

## **Resolution #11a – 11/2/21**

Deputy Sheriff

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

**WHEREAS** the Deputy Sheriff position was placed on the rotation schedule for 2021, and

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

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

	<b>Old Rating Grade 13</b>			<b>New Rating Grade 14</b>	
<b>Category</b>	<b>Rank</b>	<b>Points</b>		<b>Rank</b>	<b>Points</b>
Qualifications	q43	75		q43	75
Decisions	d24	52		d24	52
Problem Solving	p14	55		p14	55
Relationships	r19	79		r20	98
Effort A	ea13	8		ea13	8
Effort B	eb11	12		eb11	12
Hazards	h19	38		h19	38
Environment	n22	31		n22	31
<b>TOTAL POINTS</b>		<b>350</b>			<b>369</b>

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

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

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

## **Resolution #11b – 11/2/21**

Investigator

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

**WHEREAS** the Investigator position is on the rotation schedule for 2021, and

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

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

	<b>Old Rating Grade 14</b>			<b>New Rating Grade 15</b>	
<b>Category</b>	<b>Rank</b>	<b>Points</b>		<b>Rank</b>	<b>Points</b>
Qualifications	q46	100		q46	100
Decisions	d24	52		D30	52
Problem Solving	p14	55		p14	55
Relationships	r19	79		r20	98
Effort A	ea13	8		ea13	8
Effort B	eb15	17		eb15	17
Hazards	h19	38		h19	38
Environment	n22	31		n22	31
<b>TOTAL POINTS</b>		<b>380</b>			<b>399</b>

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

**BE IT FUTHER RESOLVED** to accept the ranking for the “Investigator” position, which results in Pay Range 15, and

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

## **Resolution #11c – 11/2/21**

Deputy Sergeant

**WHEREAS** Kanabec County Policy P-106, Section IV.A. calls for a reevaluation of all

county job classifications on a three year rotation, and

**WHEREAS** the Deputy Sergeant position was placed on the rotation schedule for 2021, and

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

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

	<b>Old Rating Grade 15</b>			<b>New Rating Grade 16</b>	
<b>Category</b>	<b>Rank</b>	<b>Points</b>		<b>Rank</b>	<b>Points</b>
Qualifications	q46	100		q46	100
Decisions	d30	52		d31	63
Problem Solving	p15	74		p15	74
Relationships	r19	79		r20	98
Effort A	ea13	8		ea13	8
Effort B	eb15	17		eb15	17
Hazards	h19	38		h19	38
Environment	n22	31		n22	31
<b>TOTAL POINTS</b>		<b>399</b>			<b>429</b>

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

**BE IT FUTHER RESOLVED** to accept the ranking for the “Deputy Sergeant” position, which results in Pay Range 16, and

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

## **Resolution #11d – 11/2/21**

Administrative Sergeant

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

**WHEREAS** the Administrative Sergeant position was placed on the rotation schedule for 2021, and

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

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

	<b>Old Rating Grade 15</b>			<b>New Rating Grade 16</b>	
<b>Category</b>	<b>Rank</b>	<b>Points</b>		<b>Rank</b>	<b>Points</b>
Qualifications	q46	100		q46	100
Decisions	d31	63		d31	63
Problem Solving	p15	74		p15	74
Relationships	r19	79		r20	98
Effort A	ea13	8		ea13	8
Effort B	eb15	17		eb15	17
Hazards	h19	38		h19	38
Environment	n22	31		n22	31
<b>TOTAL POINTS</b>		<b>399</b>			<b>429</b>

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

**BE IT FUTHER RESOLVED** to accept the ranking for the “Deputy Sergeant” position, which results in Pay Range 16, and

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

## **Resolution #11e – 11/2/21**

Veteran Service Officer

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

**WHEREAS** the Veteran Service Officer position is on the rotation schedule for 2021, and

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

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

	<b>Old Rating Grade 12</b>			<b>New Rating Grade 13</b>	
<b>Category</b>	<b>Rank</b>	<b>Points</b>		<b>Rank</b>	<b>Points</b>
Qualifications	q43	75		q43	75
Decisions	d23	43		d31	63
Problem Solving	p14	55		p14	55
Relationships	r24	106		r24	106
Effort A	ea5	4		ea5	4
Effort B	eb10	8		eb10	8
Hazards	h17	13		h17	13
Environment	n9	10		n13	13
<b>TOTAL POINTS</b>		<b>314</b>			<b>337</b>

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

**BE IT FUTHER RESOLVED** to accept the ranking for the “Veteran Service Officer” position, which results in Pay Range 13, and

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

## **Resolution #11f – 11/2/21**

Coordinator Administrative Assistant

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

**WHEREAS** the Coordinator Administrative Assistant position is on the rotation schedule for 2021, and

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

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

	<b>Old Rating</b>		<b>New Rating</b>
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	Grade 7			Grade 8	
Category	Rank	Points		Rank	Points
Qualifications	q34	69		q44	83
Decisions	d16	36		d16	36
Problem Solving	p9	31		p9	31
Relationships	r13	48		r13	48
Effort A	ea5	4		ea5	4
Effort B	eb14	12		eb14	12
Hazards	h2	5		h17	13
Environment	n5	8		n5	8
<b>TOTAL POINTS</b>		<b>213</b>			<b>235</b>

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

**BE IT FUTHER RESOLVED** to accept the ranking for the “Coordinator Administrative Assistant” position, which results in Pay Range 8, and

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

## **Resolution #11g – 11/2/21**

HR Specialist

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

**WHEREAS** the HR Specialist position is on the rotation schedule for 2021, and

**WHEREAS** the County Coordinator has submitted updated job description and physical analysis to the wage consultant at MRA for evaluation, and

**WHEREAS** the wage consultant has examined and evaluated the job description and recommends the grade for the above job title increase two levels;

	Old Rating Grade 11			New Rating Grade 13	
Category	Rank	Points		Rank	Points
Qualifications	Q46	100		q46	100
Decisions	D25	63		D31	63
Problem Solving	P10	41		P14	55

Relationships	r18	64		r19	79
Effort A	ea5	4		ea5	4
Effort B	eb15	17		eb15	17
Hazards	H17	13		h17	13
Environment	n5	8		n5	8
<b>TOTAL POINTS</b>		<b>310</b>			<b>339</b>

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

**BE IT FUTHER RESOLVED** to accept the ranking for the “HR Specialist” position, which results in Pay Range 13, and

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

## **Resolution #11h – 11/2/21**

Environmental Services Supervisor

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

**WHEREAS** the Environmental Services Supervisor position is on the rotation schedule for 2021, and

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

**WHEREAS** the wage consultant has examined and evaluated the job description and recommends the grade for the above job title increase two levels;

	<b>Old Rating Grade 14</b>			<b>New Rating Grade 16</b>	
<b>Category</b>	<b>Rank</b>	<b>Points</b>		<b>Rank</b>	<b>Points</b>
Qualifications	q45	91		q55	109
Decisions	d31	63		d32	77
Problem Solving	p15	74		p15	74
Relationships	r24	106		r24	106
Effort A	ea9	5		ea9	5
Effort B	eb11	12		eb11	12
Hazards	h14	20		h14	20

Environment	n14	22		n14	22
<b>TOTAL POINTS</b>		<b>393</b>			<b>425</b>

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

**BE IT FUTHER RESOLVED** to accept the ranking for the “Environmental Services Supervisor” position, which results in Pay Range 16, and

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

Action #12 – It was moved by Craig Smith, seconded by Dennis McNally and carried unanimously to rescind Resolution #14 – 10/19/21, Health Insurance Renewal.

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

## **Resolution #13 – 11/2/21**

### HEALTH INSURANCE RENEWAL

**WHEREAS** the county offers health insurance to its employees, and

**WHEREAS** the current contract with Minnesota Public Employees Insurance Program expires December 31, 2022, and

**WHEREAS** the Kanabec County Board of Commissioners has been presented with a renewal notice for the county Health Insurance, and

**WHEREAS** the Insurance Committee has recommended approval of the renewal;

**BE IT RESOLVED** to accept the recommendation of the Kanabec County Insurance Committee and renew the Health Insurance Contract with Minnesota Public Employees Insurance Program at the following rates:

<b>PLAN</b>	<b>2022 Rates</b>	
	Single	Family
\$850 Deductible	\$868.30	\$2,318.08
\$2,000 Deductible	\$675.74	\$1,803.84

**BE IT FURTHER RESOLVED** to accept the recommendation of the Insurance Committee to increase the employer contribution by 5% from the 2021 contribution for 2022;

**BE IT FURTHER RESOLVED** to accept the recommendation of the Insurance Committee to increase the utilization of the health insurance reserve fund for reduction of the increased premium expense to employees for 2022.

Action #14 – It was moved by Les Nielsen, seconded by Dennis McNally and carried unanimously to approve the following resolution:

**Resolution #14– 11/2/21**  
LOCAL 363 HEALTH INSURANCE RENEWAL

**WHEREAS** the Local 363 union contract does state that the county's contribution to the Local 363 health insurance shall match the percentage that was budgeted for the other bargaining groups and the non-union groups;

**BE IT RESOLVED** to increase the employer contribution by 5% from the 2021 contribution for 2022.

County Contributions  
2021 - \$1029.22  
2022 - \$1,080.68

Action #15 – It was moved by Les Nielsen, seconded by Craig Smith and carried unanimously to approve selling Vehicle Pool Unit #124, 2013 Ford Taurus.

Action #16 – Les Nielsen introduced the following consent agenda and moved its adoption:

**Resolution #16a – 11/2/21**

**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 Pheasants Forever for a raffle event to be held at Pheasant Ridge, 1547 Imperial St., Ogilvie, MN 56358 on November 28, 2021.

## **Resolution #16b – 11/2/21**

### **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	\$1,038.72
Quality Disposal	\$5,767.20
Arthur Township	\$500.00
Total	\$7,305.92

The motion for the adoption of the foregoing consent agenda was duly seconded by Dennis McNally and upon a vote being taken thereon, the following voted:

**IN FAVOR THEREOF:** Gene Anderson, Rick Mattson, Craig Smith, Les Nielsen

**OPPOSED:** Dennis McNally

**ABSTAIN:** None

whereupon the resolutions were declared duly passed and adopted.

EDA Director Heidi Steinmetz met with the Board to present a request for a letter of support for East Central Energy's Potential Broadband Project.

Action #17 – It was moved by Craig Smith, seconded by Dennis McNally and carried unanimously to authorize Kanabec County Board Chair Gene Anderson to sign the letter of support on behalf of the Kanabec County Board for East Central Energy's potential broadband project.

Deputy Auditor-Tax Roberta Anderson met with the Board to discuss adjustments to the upcoming tax forfeit land sale which is scheduled to begin online on November 22, 2021 at 9:00am and end on December 2, 2021 at 12:00pm.

A discussion was held regarding the formal removal of parcels 13.00605.00, 13.00910.00 and 15.00175.00 from the tax forfeit land sale due to objection from the DNR. The Board acknowledged the DNR-mandated removal of the parcels from the sale.

The Board expressed consensus to accept the correction of the minimum bid amount for parcel 03.00185.50 from \$27,200.00 to \$26,787.50 as proposed by Deputy Auditor-Tax Roberta Anderson.

Action #18 – It was moved by Rick Mattson, seconded by Les Nielsen and carried unanimously to reduce the minimum bid for parcel 23.00350.00 to \$40,000.00 due to special assessments by the City of Ogilvie.

Action #19 – It was moved by Rick Mattson, seconded by Les Nielsen and carried unanimously to adjustment the minimum bid for parcel 15.00450.30 from \$207,000.00 \$150,000.00 due to the condition of the house.

**10:28am** – The Chairperson called for public comment. Those that responded included:

Charlie Strickland	Comments regarding the abandonment of Hornet Street in Hillman Township.
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**10:32am** – The Chairperson closed public comment.

**10:32am** – The Board took a five minute recess.

**10:37am** – The Board reconvened.

State Representative Nathan Nelson met with the County Board for a Legislative Update and Q&A with Commissioners. Topics discussed included broadband, chronic wasting disease, ATV and snowmobile licensing, the removal of animal deceased animals from roadways, welfare & the workforce, the need for four- lane roads in the county, Lake Mora flooding issues, and the Knife Lake rest area.

Information Systems Director Lisa Blowers met with the Board to discuss matters concerning her department.

Action #20 - Les Nielsen introduced the following resolution and moved its adoption:

## **Resolution #20 – 11/2/21**

**WHEREAS** there is a vacancy in the position of a Full Time Computer Technician, and

**WHEREAS** the board desires to refill this vacant position;

**BE IT RESOLVED** that the County Board authorizes the Information Systems Director and the County Personnel Director to hire a Full Time Computer Technician to fill the position at Step A, Range 9 of the pay plan which is \$20.26 per hour or the rate set by internal promotion, and

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

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

**IN FAVOR THEREOF:** Gene Anderson, Rick Mattson, Dennis McNally, Les Nielsen

**OPPOSED:** Craig Smith

**ABSTAIN:** None

whereupon the resolution was declared duly passed and adopted.

Action #21 – Les Nielsen introduced the following resolution and moved its adoption:

### **Resolution #21 – 11/2/21**

Approve Job Description and Refer for Evaluation

**WHEREAS** County Policy P-117 calls for an evaluation of all county job classifications, and

**WHEREAS** the position of Computer Technician II is a newly created position, and

**WHEREAS** the Information Systems Director has submitted a job description and physician analysis, and

**WHEREAS** the board has examined and evaluated the information;

**BE IT RESOLVED** to approve the job description, and

**BE IT FURTHER RESOLVED** that it is the decision of the Board that the Computer Technician II job description be sent to the salary consultant for review.



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

**IN FAVOR THEREOF:** Gene Anderson, Rick Mattson, Dennis McNally, Les Nielsen

**OPPOSED:** Craig Smith

**ABSTAIN:** None

whereupon the resolution was declared duly passed and adopted.

Action #22 – It was moved by Les Nielsen, seconded by Craig Smith and carried unanimously to approve the following resolution:

### **Resolution #22 – 11/2/21**

**WHEREAS** the current wireless system is due for replacement, and

**WHEREAS** the Information Systems Director has received 2 quotes for the replacement:

SHI - \$10,712.00 + \$1,859.00 for installation + \$330 for travel = \$12,901.00

CWTechnology - \$11,674.00 includes installation + \$330 for travel = \$12,004.00

**BE IT RESOLVED** to accept the low quote of \$12,004.00 submitted by CWTechnology, and

**BE IT FUTHER RESOVED** to pay for this equipment \$12,004.00 from Information Systems capital equipment fund.

Environmental Services Supervisor Teresa Wickeham and Pine County Land & Resources Manager Caleb Anderson met with the Board to discuss partnership with the Kettle River & Upper St. Croix watersheds up to and including a memorandum of agreement.

The Board expressed consensus not to take action on the Kettle & Upper St. Croix Watershed Memorandum of Agreement at this time. Commissioner Smith will meet with Environmental Services Supervisor Wickeham to discuss details and the exit clause for the MOA.

The Board reviewed an agreement with the University of Minnesota for providing extension programs locally and employing extension staff.

Action #23 – It was moved by Craig Smith, seconded by Rick Mattson and carried unanimously to table the agreement with the University of Minnesota for providing extension

programs locally and employing extension staff for FY 2022 pending review of an itemized breakdown of the costs associated with the agreement.

County Coordinator Kris McNally led a discussion regarding the FY2022 Budget. Information only, no action was taken. The Board will decide at the November 16<sup>th</sup> meeting if any final changes need to be made to the budget.

County Coordinator Kris McNally led a discussion regarding the 2021 MCIT Dividend Disbursement.

Action #24 – It was moved by Craig Smith, seconded by Rick Mattson and carried unanimously to approve the following resolution:

### **Resolution #24 – 11/2/21 2021 MCIT Dividend**

**WHEREAS**, Kanabec County received a dividend from MCIT in the amount of \$138,882; and

**WHEREAS**, the Board committed substantial health insurance reserve funds to help offset the increase in employee health insurance premiums in 2022, and

**WHEREAS**, the Board authorized the demolition of the old jail in 2022, and

**WHEREAS**, the Board of Commissioners believes the most prudent use of the MCIT dividend funds at this time is to partially fund the demolition of the old jail and to reimburse the health insurance reserve fund;

**NOW THEREFORE BE IT HEREBY RESOLVED**, that the County Auditor/Treasurer is authorized to process the 2021 MCIT dividend payment as follows:

**\$55,000** to fund the 2022 demolition of the old jail (future capital improvement fund)  
**\$83,882** to the health insurance reserve fund

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

Action #25 - It was moved by Smith, seconded by Nielsen and carried unanimously to close the meeting at 12:34pm pursuant to the Open Meeting Law, MN Statute §13D.03 to discuss matters related to labor negotiations strategy. Those present during the closed portion of

the meeting include Commissioners Gene Anderson, Rickey Mattson, Dennis McNally, Craig Smith, and Les Nielsen; as well as County Coordinator & Personnel Director Kristine McNally.

Action #25 – It was moved by Nielsen, seconded by Smith and carried unanimously to re-open the meeting at 1:04pm.

Future Agenda Items: University of Minnesota Extension Agreement, responsibilities or animal carcasses on roads in the county, update on chillers

Action #26– It was moved by Nielsen, seconded by Smith and carried unanimously to adjourn the meeting at 1:11pm and to meet again in regular session on Tuesday, November 16, 2021 at 9:00am.

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

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

## Agenda Item #2

### Paid Bills

<b><u>Vendor</u></b>	<b><u>Amount</u></b>	<b><u>Purpose</u></b>	<b><u>Dept</u></b>
Ann Lake Twp	29,095.48	October 2021 Settlement	Taxes & Penalties
Arthur Twp	84,718.36	October 2021 Settlement	Taxes & Penalties
Braham Public Schools	47,954.78	October 2021 Settlement	Taxes & Penalties
Brunswick Twp	54,181.58	October 2021 Settlement	Taxes & Penalties
City of Braham	16,503.61	October 2021 Settlement	Taxes & Penalties
City of Grasston	6,528.23	October 2021 Settlement	Taxes & Penalties
City of Mora	530,282.27	October 2021 Settlement	Taxes & Penalties
City of Ogilvie-Clerk	49,492.31	October 2021 Settlement	Taxes & Penalties
City of Quamba	18,132.63	October 2021 Settlement	Taxes & Penalties
Comfort Twp	49,014.53	October 2021 Settlement	Taxes & Penalties
Comm of Finance-Treas Div	179.76	October 2021 Settlement	Taxes & Penalties
East Cent. Reg Dev Commission	9,633.28	October 2021 Settlement	Taxes & Penalties
East Central School District	15,920.27	October 2021 Settlement	Taxes & Penalties
Ford Twp	31,884.01	October 2021 Settlement	Taxes & Penalties
Grass Lake Twp	34,308.07	October 2021 Settlement	Taxes & Penalties
Haybrook Twp	24,599.59	October 2021 Settlement	Taxes & Penalties
Hillman Twp	24,650.80	October 2021 Settlement	Taxes & Penalties
Hinckley-Finlayson Schools	17,670.51	October 2021 Settlement	Taxes & Penalties
Isle Public Schools	12,671.65	October 2021 Settlement	Taxes & Penalties
Kanabec County	111,019.29	October 2021 Settlement	Taxes & Penalties
Kanabec Twp	32,914.45	October 2021 Settlement	Taxes & Penalties
Knife Lake Improvement District	14,072.86	October 2021 Settlement	Taxes & Penalties
Knife Lake Twp	48,464.29	October 2021 Settlement	Taxes & Penalties
Kroschel Twp	15,495.31	October 2021 Settlement	Taxes & Penalties
Milaca Public Schools	4,962.79	October 2021 Settlement	Taxes & Penalties
Mora Public Schools	1,075,539.07	October 2021 Settlement	Taxes & Penalties

Ogilvie Public Schools	149,761.01	October 2021 Settlement	Taxes & Penalties
Peace Twp	52,925.01	October 2021 Settlement	Taxes & Penalties
Pine City Public Schools	11.04	October 2021 Settlement	Taxes & Penalties
Pomroy Twp	37,082.71	October 2021 Settlement	Taxes & Penalties
Southfork Twp	15,882.33	October 2021 Settlement	Taxes & Penalties
St Paul Port Authority	1,917.39	October 2021 Settlement	Taxes & Penalties
Whited Twp	31,408.03	October 2021 Settlement	Taxes & Penalties
Kwik Trip Inc	10,718.29	Gas Credit Cards	Various
Minnesota Dept of Finance	6,456.00	State Fees & Surcharges	Recorder
MNPEIP	6,928.68	Nov 21 Health Reserves	HR
Mora Municipal Utilities	17,137.96	Utilities 300 Ind Park Rd	Transit
Quadient Finance USA, Inc.	1,510.76	PSB Postage & Courthouse Annual Postage Fee	Unallocated
Spire Credit Union	10,918.56	See Below	
East Central Energy	89.03	Intersection Lighting	Highway
Gorman, Daniel	500.00	Driveway Permit Refund	Highway
Heitke, Gordon	500.00	Driveway Permit Refund	Highway
Sharkov, Deyan	500.00	Driveway Permit Refund	Highway
Telander, Jon & Trisha	500.00	Driveway Permit Refund	Highway
Dearborn National Life Insurance Co	810.07	Nov 21 Short Term Disability Premiums	Employee Benefits
Health Partners	6,343.86	Nov 21 Dental Ins Premiums	Employee Benefits
Life Insurance Company of North America	917.70	Nov 21 Accident, Group Hosp, Critical Illness Ins Prem	Employee Benefits
MNPEIP	154,184.82	Nov 21 Health Ins Premiums	Employee Benefits
Sun Life Financial	4,023.48	Nov 21 Life Insurance Premiums	Employee Benefits
The Hartford Priority Accounts	2,195.04	Nov 21 Long Term Disability Premiums	Employee Benefits
VSP Insurance Co	304.48	Nov 21 Vision Insurance Premiums	Employee Benefits
Consolidated Communications	1,130.85	Monthly Service	Various
Kanabec County Auditor HRA	3,003.66	VEBA PTO Conv (3)	HR
Midcontinent Communications	219.06	Monthly Service	Various
Office of MN.IT Services	1,338.65	Monthly Service	IS
Verizon Wireless	1,254.73	Aircards	Various
Chamberlain Oil	666.47	Shop Supplies	Highway
Cole, Chuck	4,114.46	Concrete Work, Driveway	Highway
East Central Energy	189.99	Intersection Lighting	Highway
Card Services (Coborn's)	70.76	Wellness Supplies	Employee Wellness
<b>60 Claims Totaling: <u>\$2,885,404.66</u></b>			

# Agenda Item #3a

## Regular Bills - Revenue Fund

### Bills to be approved: 11/16/21

Department Name	Vendor	Amount	Purpose
911 EMERGENCY TELEPHONE SYSTEM	Coon, Susan	15.03	Meal Reimbursement, APCO-NENA Conference
911 EMERGENCY TELEPHONE SYSTEM	Kapinos, Cynthia	17.45	Meal Reimbursement - APCO-NENA Conference
		<b>32.48</b>	
ASSESSOR	Marco	159.00	Lease Agreement
		<b>159.00</b>	
AUDITOR	Minnesota Pollution Control Agency	60,949.12	Clean Water Partnership Septic Upgrade Loans
AUDITOR	Office Depot	249.01	Office Supplies
		<b>61,198.13</b>	
BUILDINGS MAINTENANCE	East Central Exterminating	125.00	Service for October
BUILDINGS MAINTENANCE	FBG Service Corporation	6,410.24	October 2021 Cleaning
BUILDINGS MAINTENANCE	Grainger	24.93	Threshold
BUILDINGS MAINTENANCE	Johnsons Hardware	156.04	Fuses, Pipe, Coupling, Batteries, Misc.Supplies
BUILDINGS MAINTENANCE	Quality Disposal Systems	394.21	Solid Waste Fees - Courthouse & PSB
BUILDINGS MAINTENANCE	Summit Companies	1,208.00	Annual Fire Alarm Inspection - Courthouse & PSB
		<b>8,318.42</b>	
COMPUTER EXPENSES	HelpSystems	394.37	Annual Maint. Sequel Data Access
		<b>394.37</b>	
COUNTY ATTORNEY	MCAA	325.00	MCAA Annual Meeting
COUNTY ATTORNEY	Office Depot	14.86	Office Supplies

COUNTY ATTORNEY	RELX Inc. DBA Lexis Nexis	189.08	October Charges
COUNTY ATTORNEY	St. Cloud Stamp & Sign	<u>49.97</u>	Signature Stamp
		<b>578.91</b>	
COUNTY CORONER	River Valley Forensic Services, P.A.	<u>750.00</u>	Contract Monthly Medical Examiner Service Sept & Postmortem Exan
		<b>750.00</b>	
COUNTY EXTENSION	Kanabec County Environmental Service	<u>180.00</u>	Copies of 4H Animal Posters - 12 Cardstock Copies
		<b>180.00</b>	
COUNTY RECORDER	Holcomb, Lisa	<u>60.48</u>	Mileage - TRIMIN user group - Elk River
		<b>60.48</b>	
COURT ADMINISTRATOR	McKinnis & Doom PA	187.00	Court Appt Attorney Fees
COURT ADMINISTRATOR	McKinnis & Doom PA	51.00	Court Appt Attorney Fees
COURT ADMINISTRATOR	McKinnis & Doom PA	85.00	Court Appt Attorney Fees
COURT ADMINISTRATOR	McKinnis & Doom PA	246.50	Court Appt Attorney Fees
COURT ADMINISTRATOR	McKinnis & Doom PA	<u>110.50</u>	Court Appt Attorney Fees
		<b>680.00</b>	
ECONOMIC DEVELOPMENT	Kanabec Publications	234.50	Manufacturers Month "Thank You" Ad
ECONOMIC DEVELOPMENT	Kanabec Publications	<u>19.69</u>	Notice of Location Change for 11/10 EDA Meeting
		<b>254.19</b>	
ENVIRONMENTAL SERVICES	Hoisington Koegler Group Inc.	<u>11,470.60</u>	Project Mgmt Services for Comp Plan Update
		<b>11,470.60</b>	
HUMAN RESOURCES	American DataBank	29.95	New Employee Background Study
HUMAN RESOURCES	ECM Publishers	286.50	HEO II & Correctional Officer/Dispatcher Job Ads
HUMAN RESOURCES	Kanabec Publications	<u>42.50</u>	Building Maintenance Job Ad
		<b>358.95</b>	



INFORMATION SYSTEMS	Marco	<u>3,216.80</u>	Phone Lease
		<b>3,216.80</b>	
PROBATION & JUVENILE PLACEMENT	Anoka County Corrections	280.00	Juvenile Detention
PROBATION & JUVENILE PLACEMENT	Minnesota Monitoring	186.00	REAM Grant October 2021
PROBATION & JUVENILE PLACEMENT	RS Eden	<u>6.80</u>	Drug Testing October - 1 Test
		<b>472.80</b>	
PUBLIC TRANSPORTATION	A and E Cleaning Services	525.00	Cleaning Timber Trails Offices
PUBLIC TRANSPORTATION	Curtis, Micahel	532.75	Volunteer Driver
PUBLIC TRANSPORTATION	East Central Exterminating	125.00	Service for October
PUBLIC TRANSPORTATION	Glen's Tire	36.51	Bus Oil Change
PUBLIC TRANSPORTATION	J.J. Keller & Associates	484.01	Inspection Books
PUBLIC TRANSPORTATION	Kanabec Publications	597.00	Advertising
PUBLIC TRANSPORTATION	Manthie, Wendy	810.88	Volunteer Driver
PUBLIC TRANSPORTATION	Marco	134.68	Printer Contracts
PUBLIC TRANSPORTATION	Midcontinent Communications	263.27	Utilities
PUBLIC TRANSPORTATION	Milaca Chiropractic Center	80.00	DOT Physical
PUBLIC TRANSPORTATION	North Central Bus & Equipment	84.70	Bus Parts
PUBLIC TRANSPORTATION	Quality Disposal Systems	24.15	Solid Waste Fees - Transit
PUBLIC TRANSPORTATION	Van Alst, Lillian	<u>92.40</u>	Volunteer Driver
		<b>3,790.35</b>	
SANITATION	East Central Solid Waste Commission	<u>130.00</u>	Hwy Dept Mixed Solid Waste & Electronic/Appliance Disposal
		<b>130.00</b>	
SHERIFF	AT&T Mobility	929.40	Monthly Service
SHERIFF	Glen's Tire	984.00	Set of Winter Tires for Squad, Replace Flat Tire
SHERIFF	Office Depot	235.42	Office Supplies
SHERIFF	O'Reilly Auto Parts	159.51	Battery for Squad
SHERIFF	Streicher's	151.20	Deputy Initial Issue Uniform, Deputy Sheriff Badge
SHERIFF	Tinker & Larson	1,178.35	Oil Changes (4), Replace Brake Pads/Rotors, Battery, Pk Lamps

		<u>3,637.88</u>	
SHERIFF - CITY OF MORA	AT&T Mobility	44.67	Monthly Service
SHERIFF - CITY OF MORA	Tinker & Larson	<u>631.32</u>	Oil Change and Replace Front Brake Pads/Rotors
		<b>675.99</b>	
SHERIFF - JAIL/DISPATCH	Coborn's Inc	9.60	Jail Supplies - Dish Soap & Pinesol
SHERIFF - JAIL/DISPATCH	FBG Service Corporation	584.80	October 2021 Cleaning
SHERIFF - JAIL/DISPATCH	Granite City Jobbing Co	69.91	Jail Supplies - Small Garbage Bags
SHERIFF - JAIL/DISPATCH	Jamar Company	9,783.00	Replaced 3 Damaged Skylights & Additional Roof Repairs
SHERIFF - JAIL/DISPATCH	Johnsons Hardware	534.87	Softener Salt
SHERIFF - JAIL/DISPATCH	McKesson Medical Surgical	1,246.15	Jail Supplies - M, L, XL Gloves
SHERIFF - JAIL/DISPATCH	Michael Keller, Ph.D., L.P.	650.00	New Employee Psych Eval
SHERIFF - JAIL/DISPATCH	Quality Disposal Systems	199.35	Solid Waste Fees - Jail
SHERIFF - JAIL/DISPATCH	Stellar Services	102.08	Canteen
SHERIFF - JAIL/DISPATCH	Summit Companies	1,208.00	Annual Fire Alarm Inspection
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	<u>7,791.59</u>	Inmate Meals 9/18/21-11/5/21
		<b>22,179.35</b>	
UNALLOCATED	Clifton Larson Allen LLP	3,495.45	FY2020 Audit Services
UNALLOCATED	Kanabec Publications	<u>152.69</u>	County Board Minutes
		<b>3,648.14</b>	
VETERAN SERVICES	Recovering Hope Treatment Center	<u>509.95</u>	QPR Certified Instructor's Self Study Course
		<b>509.95</b>	
WETLAND	Kanabec County Soil & Water	<u>5,000.00</u>	SWCD Wetland - Natural Resource Block Grant
		<b>5,000.00</b>	
<b>71 Claims Totaling:</b>		<u><u><b>\$ 127,696.79</b></u></u>	

**Agenda Item #3b**  
**Regular Bills - Road & Bridge**  
**Bills to be approved: 11/16/21**

<b>Vendor</b>	<b>Amount</b>	<b>Purpose</b>
A & E Cleaning Services	1,050.00	Office cleaning
Ace Hardware	248.45	Shop supplies
Aramark	373.40	Coverall service
Auto Value	2,240.09	Repair Parts
Bjorklund	457.40	Gravel
Blum Sand and Gravel	75.15	Gravel
Brock White Company	1,052.20	Maintenance supplies
Central Pension Fund	204.10	Training center fee
Currie, Michael	145.00	Class reimbursement
Dultmeier Sales	293.22	Repair Parts
Federated Co-ops	99.98	Shop supplies
Fluegge's Ag	110.00	Repair Parts
Glens Tire	1,385.00	Tire repair
Gopher State One-Call	32.40	Locates
Hass Construction	5,427.06	Sand
Houston Engineering	9,062.44	County ditch survey
Johnson Hardware and Rental	687.24	Shop supplies
Kanabec County Highway Department	39.75	Petty Cash, Postage
Kwik Trip	14.32	Fuel
Marco	312.38	Printer contract
Morton Salt	3,615.05	Salt
Northern States Supply	36.74	Shop supplies
Novus Glass	205.00	Glass repair
Office Depot	233.50	Office Supplies
Owens Auto Parts	124.46	Shop supplies
Pomp's Tire Service	6,909.56	Tire order
Premier Asphalt	27,279.33	Patching
Quality Disposal	164.25	Garbage pickup
Ray's Gravel	458.33	Gravel
RTVision	3,000.00	Annual subscription for timecards
Summit Companies	174.00	Fire alarm inspection
Uline	486.88	Shop supplies
WiarCom	675.30	GPS Vehicles

**33 Claims Totaling: \$ 66,671.98**

# Agenda Item #4

November 16, 2021

## REQUEST FOR BOARD ACTION

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

**e. Board action requested:**

### Resolution #\_\_-11/16/21

**WHEREAS** the Kanabec County Board of Commissioners hereby intends to demolish the old jail facility in 2022, and

**WHEREAS** parcel 22.02835.00 located at 330 Forest Avenue East, Mora, MN 55051 was initially acquired as part of the jail expansion project, and

**WHEREAS** parcel 22.02835.00 was sold by the County in 2021, and

**WHEREAS** the Board of Commissioners believes it is an appropriate use of the funds related to the sale of parcel 22.02835.00 to fund the demolition of the old jail;

**THEREFORE BE IT RESOLVED** that \$95,000 from the sale of capital assets from the sale of parcel 22.02835.00 be transferred to the future capital improvement fund for the intended purpose of the old jail facility demolition in 2022.

**f. Background:**

Supporting Documents: None ☒ Attached:

**Date received in County Coordinators Office:**

**Coordinators Comments:**

# Agenda Item #5

November 16, 2021

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## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Proposed FY2022 Budget and Levy	<b>b. Origination:</b> County Coordinator's Office
<b>c. Estimated time:</b> 10 minutes	<b>d. Presenter(s):</b> Kris McNally, Coordinator

**e. Board action requested:**

Review FY2022 Budget and Levy.

Discuss any final changes before the TNT meeting and final certification.

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**f. Background:**

Supporting Documents: None    Attached: ☒

**Date received in County Coordinators Office:**

**Coordinators Comments:**

2022 BUDGET SUMMARY	2021 Net Budgets	2022 Expend	2022 Receipts	2022 from Fund Balance	2022 Net Budget
Assessor	\$ 489,836	\$ 582,554	\$ 99,750		\$ 482,804
Attorney	\$ 578,518	\$ 839,141	\$ 171,900	\$ -	\$ 667,241
Auditor/Treasurer					
Office	\$ 561,411	\$ 666,327	\$ 45,600		\$ 620,727
Elections	\$ 71,640	\$ 96,950	\$ 600		\$ 96,350
Mainframe Expenses	\$ 85,342	\$ 155,409	\$ 22,231	\$ 40,875	\$ 92,303
Auditor/Treasurer Total	\$ 718,393				\$ 809,380
Commissioners	\$ 183,509	\$ 184,705	\$ -		\$ 184,705
Coordinator	\$ 455,121	\$ 719,591	\$ 71,025	\$ 150,325	\$ 498,241
Court Administration	\$ 37,500	\$ 37,000	\$ -	\$ -	\$ 37,000
Law Library	\$ (3,000)	\$ 9,000	\$ 12,000	\$ -	\$ (3,000)
Culture & Recreation	\$ 8,750	\$ 11,000		\$ -	\$ 11,000
E Central Reg Library	\$ 161,681	\$ 169,209	\$ -		\$ 169,209
Extension	\$ 85,161	\$ 88,369	\$ -		\$ 88,369
Information Systems	\$ 409,916	\$ 616,495	\$ 43,592		\$ 572,903
Probation					
Office	\$ 369,395	\$ 507,731	\$ 162,217		\$ 345,514
Probation Fees	\$ -	\$ 10,000	\$ 10,000		\$ -
Probation Total					
Public Works					
Building Maintenance	\$ 603,556	\$ 901,929	\$ 57,038	\$ 230,000	\$ 614,891
Environmental Services					
Office	\$ 105,623	\$ 229,775	\$ 107,218		\$ 122,557
Water Plan	\$ -	\$ 15,071	\$ 15,071		\$ -
Wetlands	\$ -	\$ 25,103	\$ 25,103		\$ -
Shorelands	\$ -	\$ 4,090	\$ 4,090		\$ -
ISTS	\$ -	\$ 18,600	\$ 18,600		\$ -
Env. Services Total	\$ 105,623				\$ 122,557
Sanitation	\$ -	\$ 127,423	\$ 87,115	\$ 40,308	\$ -
Surveyor	\$ 7,500	\$ 5,500	\$ -	\$ 3,000	\$ 2,500
Public Works Total					
Recorder	\$ 39,533	\$ 245,063	\$ 170,100	\$ -	\$ 74,963
Sheriff					
Law Enforcement	\$ 1,621,095	\$ 2,935,177	\$ 1,009,233	\$ 100,000	\$ 1,825,944
Boat & Water	\$ -	\$ 3,895	\$ 3,895	\$ -	\$ -
Snowmobile	\$ -	\$ 4,410	\$ 4,410	\$ -	\$ -
ATV	\$ -	\$ 3,154	\$ 3,154	\$ -	\$ -
Reserves	\$ -	\$ 8,000	\$ 8,000	\$ -	\$ -
Coroner	\$ 40,000	\$ 40,000	\$ -	\$ -	\$ 40,000
Emergency Mmgmt	\$ 17,056	\$ 34,202	\$ 17,056	\$ -	\$ 17,146
Jail/Dispatch.	\$ 3,052,663	\$ 3,301,270	\$ 136,056	\$ -	\$ 3,165,214
E-911 System	\$ -	\$ 180,000	\$ 180,000		\$ -
Sheriff's Total	\$ 4,730,814				\$ 5,048,304
Transit	\$ (0)	\$ 1,064,493	\$ 1,064,493	\$ -	\$ -
Unallocated	\$ (2,026,160)	\$ 727,142	\$ 2,850,016	\$ -	\$ (2,122,874)
Veteran's Services	\$ 107,790	\$ 143,008	\$ 13,000	\$ 3,000	\$ 127,008
Revenue Fund Totals	\$ 7,063,436	\$ 14,710,786	\$ 6,412,563	\$ 567,508	\$ 7,730,715
Road & Bridge Fund	\$ 1,933,361	\$ 7,372,189	\$ 4,955,612	\$ 618,075	\$ 1,798,502
Family Services Fund	\$ 2,258,822	\$ 6,346,205	\$ 4,080,900	\$ -	\$ 2,265,305
Community Health Fund	\$ 393,091	\$ 3,064,301	\$ 2,652,277	\$ 200,000	\$ 212,024
EDA Fund	\$ 150,000	\$ 168,200	\$ 8,200	\$ 10,000	\$ 150,000
Railroad Authority	\$ 917	\$ 1,025	\$ 100	\$ -	\$ 925
Bond Fund	\$ 1,034,024	\$ 1,040,314	\$ -	\$ -	\$ 1,040,314
Net Levy 2021:	\$ 12,833,651	\$ 32,703,020	\$ 18,109,652	\$ 1,395,583	\$ 13,197,785
			NET LEVY 2022=		13,197,785
2020 CPA= \$1,194,206					
2021 CPA= \$1,191,242				REVISION DATE:	11/9/21
2022 CPA= \$ 1,183,396		Current % =	2.84%		

# Agenda Item #6

November 16, 2021

## REQUEST FOR BOARD ACTION

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

**e. Board action requested:**

Informational

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### **f. Background:**

Probation Director Todd Eustice has notified the Courts and the County of his intent to retire in January 2022.

Pursuant to MN Statute 244.19, the court is responsible for the appointment of county probation directors. The court shall collaborate with the county in the selection process of probation directors.

County probation directors are county employees and the terms and conditions are employment, as well as the compensation and benefits, are determined by the county.

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

<b>Date received in County Coordinators Office:</b>	11/1/21
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### **Coordinators Comments:**

County personnel staff has been in contact with Judge Hiljus and will collaborate on the development of the process to fill the vacancy.



## Minnesota Judicial Branch Policy

<b>Policy Source:</b>	Minnesota Judicial Council
<b>Policy Number:</b>	325
<b>Category:</b>	Human Resources
<b>Title:</b>	Judicial Procedures for County Probation Offices
<b>Effective Date:</b>	July 1, 2019
<b>Revision Date(s):</b>	
<b>Supersedes:</b>	

### Judicial Procedures for County Probation Offices

#### I. POLICY STATEMENT

It is the policy of the Minnesota Judicial Branch that these Guidelines be followed in all counties which utilize the services of county probation agents, appointed pursuant to Minn. Stat. M.S. 244.19, commonly known as CPO (county probation office) counties.

#### II. DEFINITIONS

- A. Appointment – The written designation by the court to a county probation director or agent position.
- B. Court – The judges of the judicial district who appoint county probation officers, pursuant to Minn. Stat. §244.19.
- C. Serve at the pleasure - Performs the duties and responsibilities of the position in a manner that is acceptable to the court.
- D. Probation Director- The designated supervisor/manager of county probation offices and agents.

#### III. PROCESS AND PROCEDURES

- A. Appointment, Recruitment and Selection
  - 1. The judges of the district may delegate the appointment authority to the judge(s) in the county where county probation is provided pursuant to Minn. Stat. §244.19.
  - 2. Pursuant to Minn. Stat. §244.19, the court is responsible for the appointment of county probation directors. The court shall collaborate with the county in the selection process of probation directors.
  - 3. The selection of probation agents, to be appointed by the court, is delegated to the director. The director shall follow the county hiring process in the hiring of probation agents.
  - 4. All county probation directors and agents are county employees.



**B. Employment and Supervision**

1. Pursuant to Minn. Stat. §244.19, agents and directors serve at the pleasure of the court except with respect to terms and conditions of employment.
2. Compensation and benefits of county probation directors and agents are determined by the county, pursuant to Minn. Stat. §244.19.
3. The court's authority to set salaries, pursuant to Minn. Stat. §244.19, is delegated to the county.
4. The county is responsible for performance evaluations of probation directors, in accordance with county policies and procedures, subject to fulfillment of expectations of service to the court.
5. The probation director is responsible for performance evaluations of probation agents, in accordance with county policies and procedures, subject to fulfillment of expectations of service to the court.
6. All other terms and conditions of employment for probation directors and agents, including discipline and discharge, are determined by the county.

**C. Withdrawal of Appointment**

1. The court may withdraw the appointment of probation directors and agents if the court determines that the individual no longer serves at the pleasure of the court.
2. County probation directors and agents serve at the pleasure of the court, and in all other aspects are county employees including discipline and discharge.

**IV. IMPLEMENTATION AUTHORITY**

Implementation of this policy shall be the responsibility of the Chief Judges of the Judicial Districts which utilize the services of county probation agents, appointed pursuant to Minn. Stat. §244.19. The Chief Judge shall enter an order delegating salary setting authority for probation directors and agents to the applicable county office. The Chief Judge shall enter an order delegating probation agent appointment for each county probation agent to the director.

**V. EXECUTIVE LIMITATIONS**

None.

# Agenda Item #7

November 16, 2021

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> OSHA's Vaccine Mandate and Federal CMS Vaccination Rule	<b>b. Origination:</b> OSHA & the Centers for Medicare & Medicaid Services (CMS)
<b>c. Estimated time:</b> 10 minutes	<b>d. Presenter(s):</b> Kris McNally, Coordinator & Barb McFadden, County Attorney

**e. Board action requested:**

Informational only

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**f. Background:**

On November 4, 2021, the CMS Omnibus COVID-19 Health Care Staff Vaccination Interim Final Rule was released. Per Public Health Director Kathy Burski, this rule mandates some of her staff be vaccinated.

**AS OF 11/12/21 ON HOLD PER FEDERAL COURT:**

**OSHA's Emergency Temporary Standard for COVID-19 Vaccination and Testing**

On 11/4/21 the Occupational Safety and Health Administration (OSHA) announced the impending release of its Emergency Temporary Standard (ETS) that requires employers with 100 or more employees to require employees to receive a COVID-19 vaccination or be subject to weekly testing. The full text of the unpublished ETS can be found at [this link](#).

Minnesota's OSHA office has up to 30 days to adopt a policy similar to federal OSHA's ETS. This policy will be applicable to all Minnesota employers with 100+ employees, including counties. When Minnesota's policy is published, it will include an effective date for employers. Under this policy, counties will likely be expected to:

- Develop, implement, and enforce a COVID-19 vaccination policy, with an exception for employers that instead establish, implement, and enforce a policy allowing employees who are not fully vaccinated to elect to undergo weekly COVID-19 testing and wear a face covering at the workplace.
- Determine the vaccination status of each employee, obtain acceptable proof of vaccination, maintain records of each employee's vaccination status, and maintain a roster of each employee's vaccination status.
- Ensure that each employee who is not fully vaccinated is tested for COVID-19 at least weekly (unless they are 100% remote). Employers are not required to pay for the cost associated with testing.
- Ensure that each employee who is not fully vaccinated wears a face covering when indoors or when occupying a vehicle with another person for work purposes.
- Provide employees with specific information about the OSHA policy and the COVID-19 vaccine.

Resources about the new ETS including a summary of the law, FAQ document, and policy templates can be found [at this link](#).

According to the Department of Labor vaccine, testing and face-covering requirements preempt inconsistent state and local requirements.

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

Staff has begun development of the required written vaccination policy for the CMS Ruling in collaboration with the County Attorney and AMC.

## EMERGENCY TEMPORARY STANDARD

### FACT SHEET

## COVID-19 Vaccination and Testing ETS



The Occupational Safety and Health Administration (OSHA) has issued an emergency temporary standard (ETS) to minimize the risk of COVID-19 transmission in the workplace. The ETS establishes binding requirements to protect unvaccinated employees of large employers (100 or more employees) from the risk of contracting COVID-19 in the workplace.

The ETS is necessary to protect unvaccinated workers from the risk of contracting COVID-19 at work. The rule covers all employers with a total of 100 or more employees with a few exceptions described below. Covered employers must develop, implement, and enforce a mandatory COVID-19 vaccination policy, with an exception for employers that instead adopt a policy requiring employees to elect either to get vaccinated or to undergo regular COVID-19 testing and wear a face covering at work. This fact sheet highlights some of the additional requirements of the ETS; employers should consult the standard for full details.

### Which employers are covered by the ETS?

- Private employers with 100 or more employees firm- or corporate-wide.
- In states with OSHA-approved State Plans, state- and local-government employers, as well as private employers, with 100 or more employees will be covered by state occupational safety and health requirements.

### Which workplaces are not covered by the ETS?

- Workplaces covered under the Safer Federal Workforce Task Force COVID-19 Workplace Safety: Guidance for Federal Contractors and subcontractors; and
- Settings where any employee provides healthcare services or healthcare support services when subject to the requirements of the Healthcare ETS (§ 1910.502).

- Workplaces of employers who have fewer than 100 employees in total.
- Public employers in states without State Plans.

### If an employer is covered by the ETS, does that mean all of its employees must follow the provisions of this ETS?

No. The requirements of the ETS do not apply to:

- Employees who do not report to a workplace where other individuals are present.
- Employees while working from home.
- Employees who work exclusively outdoors.

### What does the ETS require employers to do?

- Develop, implement, and enforce a mandatory COVID-19 vaccination policy, with an exception for employers that instead establish, implement, and enforce a policy allowing employees to elect either to get vaccinated or to undergo weekly COVID-19 testing and wear a face covering at the workplace.
- Determine the vaccination status of each employee, obtain acceptable proof of vaccination from vaccinated employees, maintain records of each employee's vaccination status, and maintain a roster of each employee's vaccination status.
- Support vaccination by providing employees reasonable time, including up to four hours of paid time, to receive each primary vaccination dose, and reasonable time and paid sick leave to recover from any side effects experienced following each primary vaccination dose.

- Ensure that each employee who is not fully vaccinated is tested for COVID-19 at least weekly (if in the workplace at least once a week) or within 7 days before returning to work (if away from the workplace for a week or longer).
- Require employees to promptly provide notice when they receive a positive COVID-19 test or are diagnosed with COVID-19.
- Immediately remove from the workplace any employee, regardless of vaccination status, who received a positive COVID-19 test or is diagnosed with COVID-19 by a licensed healthcare provider, and keep the employee out of the workplace until return to work criteria are met.
- Ensure that each employee who is not fully vaccinated wears a face covering when indoors or when occupying a vehicle with another person for work purposes, except in certain limited circumstances.
- Provide each employee with information, in a language and at a literacy level the employee understands, about the requirements of the ETS and workplace policies and procedures established to implement the ETS; vaccine efficacy, safety, and the benefits of being vaccinated (by providing the CDC document "Key Things to Know About COVID-19 Vaccines"); protections against retaliation and discrimination; and laws that provide for criminal penalties for knowingly supplying false statements or documentation.

- Report work-related COVID-19 fatalities to OSHA within 8 hours of learning about them, and work-related COVID-19 in-patient hospitalizations within 24 hours of the employer learning about the hospitalization.
- Make certain records available for examination and copying to an employee (and to anyone having written authorized consent of that employee) or an employee representative.

### When does it take effect?

- Employers must comply with most provisions by 30 days after the date of publication in the Federal Register
- Employers must comply with the testing requirement by 60 days after the date of publication in the Federal Register

This fact sheet highlights some of the requirements of the ETS; however employers should consult the standard for full details. Read the full text of the ETS at: [www.osha.gov/coronavirus/ets2](https://www.osha.gov/coronavirus/ets2).

### Additional Information

Visit [www.osha.gov/coronavirus](https://www.osha.gov/coronavirus) for additional information on:

- COVID-19 Laws and regulations
- COVID-19 Enforcement policies
- Compliance assistance materials and guidance
- Worker's Rights (including how/when to file a safety and health or whistleblower complaint).

This Fact Sheet is intended to provide information about the COVID-19 Emergency Temporary Standard. The Occupational Safety and Health Act requires employers to comply with safety and health standards promulgated by OSHA or by a state with an OSHA-approved state plan. However, this Fact Sheet is not itself a standard or regulation, and it creates no new legal obligations.

OSHA PS-4161 11/2021



## **CMS Omnibus COVID-19 Health Care Staff Vaccination Interim Final Rule**

### **Basics**

**Q: When does this take effect?**

A: The emergency regulation is effective as of November 5, 2021.

**Q: Why is this rule being issued as an Interim Final Rule without going through notice and comment rulemaking?**

A: Ensuring safety and protection from COVID-19 for anyone seeking care is the utmost priority. Given the rapidly evolving public health emergency, the increasing presence of the COVID-19 Delta variant, and the current instability within the health care system, CMS finds good cause to issue an emergency regulation as an Interim Final Rule allowing the agency to take immediate action to protect the health and safety of residents, clients, patients, and staff. Stakeholders will still have an opportunity to comment on the regulation.

**Q: Will my feedback be considered?**

A: Yes, stakeholders have 60 days to submit formal comment on the emergency regulation. It is important to note that since this is an emergency regulation, the requirements will go into effect immediately and before any additional response is provided on the comments by CMS. The comment period officially closes on January 4, 2022. At that point, CMS will consider and respond to comments as a part of potential future rulemaking, if needed.

**Q: Is this a facility-specific or individual-level requirement?**

A: The staff vaccination requirements apply to Medicare and Medicaid-certified provider and supplier types (collectively, “facilities”) that are regulated under the Medicare health and safety standards known as Conditions of Participation (CoPs), Conditions for Coverage (CfCs), or Requirements. Facilities are required to have a process or policy in place ensuring that all applicable staff are vaccinated against COVID-19.

**Q: What is a Condition of Participation?**

A: Conditions of Participation (CoPs), Conditions for Coverage (CfCs), and Requirements for Participation are foundational health and safety standards established by CMS to protect individuals receiving health care services from Medicare and Medicaid-certified facilities. These foundational health and safety standards cover 21 health care provider and supplier types. In order to participate in the Medicare and Medicaid programs, health care providers and suppliers must abide by these regulations.

### **Eligibility**

**Q: To which provider and supplier types does this apply?**

A: The staff vaccination requirement applies to the following Medicare and Medicaid-certified provider and supplier types: Ambulatory Surgery Centers, Community Mental Health Centers, Comprehensive Outpatient Rehabilitation Facilities, Critical Access Hospitals, End-Stage Renal

Disease Facilities, Home Health Agencies, Home Infusion Therapy Suppliers, Hospices, Hospitals, Intermediate Care Facilities for Individuals with Intellectual Disabilities, Clinics, Rehabilitation Agencies, and Public Health Agencies as Providers of Outpatient Physical Therapy and Speech-Language Pathology Services, Psychiatric Residential Treatment Facilities (PRTFs) Programs for All-Inclusive Care for the Elderly Organizations (PACE), Rural Health Clinics/Federally Qualified Health Centers, and Long Term Care facilities.

**Q: Which staff are covered under this requirement?**

A: This vaccination requirement applies to eligible staff working at a facility that participates in the Medicare and Medicaid programs, regardless of clinical responsibility or patient contact. The requirement includes all current staff as well as any new staff who provide any care, treatment, or other services for the facility and/or its patients. This includes facility employees, licensed practitioners, students, trainees, and volunteers. Additionally, this also includes individuals who provide care, treatment, or other services for the facility and/or its patients under contract or other arrangements.

**Q: Does this requirement apply to staff who work offsite?**

A: Yes. These requirements are not limited to those staff who perform their duties solely within a formal clinical setting, as many health care staff routinely care for patients and clients outside of such facilities (e.g. home health, home infusion therapy, etc.). To ensure maximum patient protection, all staff who interact with other staff, patients, residents, clients, or PACE program participants in any location beyond the formal clinical setting (such as homes, clinics, other sites of care, administrative offices, off-site meetings, etc.) must be vaccinated.

**Q: Does this requirement apply to full time teleworkers?**

A: No. Individuals who provide services 100 percent remotely and who do not have any direct contact with patients and other staff, such as fully remote telehealth or payroll services, are not subject to the vaccination requirements outlined in this regulation.

**Q: Would a physician with admitting privileges in a hospital be covered under this requirement?**

A: Yes, a physician admitting and/or treating patients in-person within a facility subject to the CMS health and safety regulations and included as a part of this requirement must be vaccinated so that the facility is compliant.

**Q: Does this requirement apply to Indian Health Service (IHS) facilities?**

A: Yes. Indian Health Service facilities are regulated under the CoPs, therefore the staff vaccination requirement outlined within this regulation applies.

**Q: Are any regulated provider or supplier types excluded?**

A: Religious Nonmedical Health Care Institutions (RNHCIs), Organ Procurement Organizations (OPOs), and Portable X-Ray Suppliers are not included in these requirements.

RNHCI do not furnish, on the basis of religious beliefs, through its personnel or otherwise, medical items and services (including any medical screening, examination, diagnosis, prognosis, treatment, or the administration of drugs) for their patients, but instead furnish only nonmedical nursing items and services to beneficiaries who choose to rely solely upon a religious method of healing, and for whom the acceptance of medical services would be inconsistent with their religious beliefs (Note that the religious components of this type of healing services are not covered by CMS under this benefit; only nonmedical items and services provided exclusively through nonmedical nursing personnel who are experienced in caring for the physical needs of nonmedical patients are covered). We therefore do not believe it would be appropriate to CMS

For OPOs and Portable X-Ray Suppliers, it is important to note that the staff of these entities are indirectly included in the vaccination requirements through their service arrangements with hospitals, LTC facilities, and other providers and suppliers included under this rule. A service arrangement is when these providers have a contract with other providers to furnish services. That contract may require individuals from these organizations to be vaccinated.

Additionally, it is possible that entities not covered by this rule may still be subject to the other state or federal COVID-19 vaccination requirements, such as those being issued by the Occupational Safety and Health Administration (OSHA).

**Q. What about Assisted Living Facilities, Group Homes, or other similar settings?**

A: This regulation only applies to Medicare and Medicaid-certified facilities. CMS does not have regulatory authority over care settings such as Assisted Living Facilities or Group Homes. This regulation will also not apply to physician's offices because they are not subject to CMS health and safety regulations.

**Q. Does this requirement apply to Medicaid home care services, such as Home and Community-based Services (HCBS), since these providers receive Medicaid funding but are not regulated as certified facilities?**

A. No, this regulation only applies to those Medicare and Medicaid-certified provider and supplier types that are subject to CMS health and safety regulations. CMS's health and safety regulations do not cover providers of Home and Community-based Services.

**Q. Does this requirement apply to schools receiving Medicaid funding?**

A. No, this regulation only applies to those Medicare and Medicaid-certified provider and supplier types that are regulated under CMS health and safety regulations. CMS does not regulate schools.

**Q: Why didn't CMS include all health care settings?**

A: CMS is using the authority established by Congress under the Social Security Act to regulate Medicare and Medicaid-certified health facilities. Sections 1102 and 1871 of the Social Security Act (the Act) grant the Secretary of Health and Human Services authority to make and publish such rules and regulations, not inconsistent with the Act, as may be necessary to the efficient administration of the functions with which the Secretary is charged under this Act. Citations to



the relevant statutory authorities for each specific type of provider and supplier is set out in the discussion of each provider- and supplier-specific provision of the regulation. This authority does not extend to certain facilities nor independent physicians/clinicians.

#### **Requirements**

**Q: How quickly must staff be vaccinated in order for the facility to remain compliant with the regulation?**

A: The regulation requires health care providers to establish a process or policy to fulfill the staff vaccination requirements over two phases. For Phase 1, within 30 days after the regulation is published, staff at all health care facilities included within the regulation must have received, at a minimum, the first dose of a primary series or a single dose COVID-19 vaccine prior to staff providing any care, treatment, or other services for the facility and/or its patients. For Phase 2, within 60 days after the regulation is published, staff at all health care provider and supplier types included in the regulation must complete the primary vaccination series (except for those who have been granted exemptions from the COVID-19 vaccine or those staff for whom COVID-19 vaccination must be temporarily delayed, as recommended by CDC).

**Q. How does CMS define “fully vaccinated” for the purposes of this requirement?**

A. For purposes of this regulation, CMS currently considers staff fully vaccinated if it has been two weeks or more since they completed a primary vaccination series for COVID-19. However, staff who have who have completed the primary series for the vaccine received by the Phase 2 implementation date are considered to have met these requirements, even if they have not yet completed the 14-day waiting period required for full vaccination. The completion of a primary vaccination series for COVID-19 is defined in the rule as the administration of a single-dose vaccine (such as the Janssen (Johnson & Johnson) COVID-19 Vaccine), or the administration of all required doses of a multi-dose vaccine (such as the Pfizer-BioNTech COVID-19 Vaccine (interchangeable with the licensed Comirnaty Vaccine) or the Moderna COVID-19 Vaccine). Additionally, staff who receive vaccines listed by the World Health Organization (WHO) for emergency use that are not approved or authorized by the FDA or as a part of a clinical trial are also considered to have completed the vaccination series in accordance with CDC guidelines.

**Q. Which vaccines count toward the requirement?**

A. CMS expects that staff will receive a vaccine licensed or authorized for emergency use by the Food and Drug Administration (FDA), which currently includes the Pfizer-BioNTech COVID-19 Vaccine (interchangeable with the licensed Comirnaty vaccine), Moderna COVID-19 Vaccine, and the Janssen (Johnson & Johnson) COVID-19 Vaccine. Facilities will also be in compliance if they allow staff to work who received a vaccine listed by the World Health Organization (WHO) for emergency use that is not approved or authorized by the FDA, or who received a vaccine during their participation in a clinical trial.

**Q. What if one of my staff received a vaccine outside of the United States?**

A. CMS expects that vaccine administration will occur within the United States for the majority of staff and that individuals will receive a COVID-19 vaccine authorized for emergency use or

licensed by the FDA, however it is permissible to receive a COVID-19 vaccine outside of the United States. Eligible COVID-19 vaccinations administered to staff outside of the United States include those that are FDA licensed or authorized for emergency use or those that are listed by the WHO for emergency use.

**Q: Does “fully vaccinated” include additional doses or booster shots? For example, a third dose of mRNA vaccines is now recommended for individuals who are immunocompromised, and boosters are recommended or available for individuals who are 65 or older? Does a completed vaccine series include additional doses or boosters?**

A: For purposes of this regulation, CMS currently considers staff fully vaccinated if it has been two weeks or more since they completed a primary vaccination series for COVID-19. However, staff who have who have completed the primary series for the vaccine received by the Phase 2 implementation date are considered to have met these requirements, even if they have not yet completed the 14-day waiting period required for full vaccination. The completion of a primary vaccination series for COVID-19 is defined in the rule as the administration of a single-dose vaccine (such as the Janssen (Johnson & Johnson) COVID-19 Vaccine), or the administration of all required doses of a multi-dose vaccine (such as the Pfizer-BioNTech COVID-19 Vaccine (interchangeable with the licensed Comirnaty Vaccine) or the Moderna COVID-19 Vaccine). FDA has approved, and CDC has recommended, boosters for certain groups that previously completed a primary vaccination series. Because the science and clinical recommendations around additional doses and boosters is evolving rapidly, we refer individuals to CDC’s [Interim Clinical Considerations for Use of COVID-19 Vaccines Currently Approved or Authorized in the United States](#) for additional details.

Furthermore, to improve immune response for those individuals with moderately or severely compromised immune systems who received either the Pfizer-BioNTech COVID-19 Vaccine or Moderna COVID-19 Vaccine, CDC advises an additional (third) dose after completing the primary vaccination series. Additionally, and for the purposes of this rule, documented receipt of additional or booster doses is not needed for staff who have completed a COVID-19 primary vaccination series authorized or licensed by the FDA, or listed by the WHO for emergency use. Staff who have not received all manufacturer recommended doses of a vaccine listed for emergency use by the WHO may receive an FDA licensed or authorized COVID-19 vaccination series.

**Q: What if one of my staff received a vaccine that is not FDA approved or authorized and is not listed by the WHO for emergency use?**

A: Staff who have received a COVID-19 vaccination neither licensed or authorized by the FDA nor listed on the WHO emergency use list may receive an FDA licensed or authorized vaccination series. Per CDC guidelines, staff in this category should wait at least 28 days following the last dose of a non-FDA approved or authorized and non-WHO-listed vaccination to begin a new series. Staff should consult with their doctor or other health care provider if they have questions about their vaccination.

**Q: What if one of my staff participated in a clinical trial?**

A: According to the CDC, no additional doses are needed for staff who participated in a clinical trial at a site in the U.S. and received the full series of an “active” vaccine candidate (not placebo) and vaccine efficacy has been independently confirmed (by a data and safety monitoring board). Staff should consult with their doctor or other health care provider if they have questions about their vaccination.

**Q: What if one of my staff received a mix of vaccines as part of their COVID-19 primary vaccination series? Does that count toward the vaccination requirement?**

A: COVID-19 vaccines are not interchangeable. Therefore, individuals should generally avoid using heterologous vaccines—meaning receiving doses of different vaccines—to complete a primary COVID-19 vaccination series. Nevertheless, CDC does recognize that, in certain exceptional circumstances (e.g., when the vaccine product given for the first dose cannot be determined or is no longer available), a different vaccine may be used to complete the primary COVID-19 vaccination series. Accordingly, staff may be considered compliant with the requirements within this regulation if they have received any combination of two doses of a vaccine licensed or authorized by the FDA or listed on the WHO emergency use list as part of a two-dose series. Of note, the recommended interval between the first and second doses of a vaccine licensed or authorized by FDA, or listed on the WHO emergency use list, varies by vaccine type. To be compliant with this requirement, the second dose in a two-dose mixed vaccine series must have been received no earlier than 28 days after the first dose.

**Q. Will there be different requirements for existing staff versus new staff?**

A. No. Staff at all health care facilities included within the regulation must have received, at a minimum, the first dose of a two-dose COVID-19 vaccine or a one-dose COVID-19 vaccine by the regulatory deadline, or prior to providing any care, treatment, or other services for the facility and/or its patients.

**Q: Does the regulation include testing requirements for unvaccinated staff?**

A: No, this regulation requires staff vaccination only. While CMS considered requiring daily or weekly testing of unvaccinated individuals, scientific evidence on testing found that vaccination is a more effective infection control measure. CMS will continue to review the evidence and stakeholder feedback on this issue, however facilities may voluntarily institute testing alongside other infection prevention measures such as physical distancing and source control. Of note, CMS published an emergency regulation in September 2020 that established new requirements for Long Term Care facilities (nursing homes) to test facility residents and staff for COVID-19. CMS expects continue compliance with this requirement. Additionally, CMS encourages facilities not covered under this regulation to review the OSHA Emergency Temporary Standard for separate vaccination and testing requirements.

**Q: Does this regulation establish any new data reporting requirements?**

A: No, this regulation does not establish any new data reporting requirements. However, hospitals and Long-Term Care facilities (nursing homes) are expected to continue complying with their facility-specific data reporting requirements set forth in the emergency regulations issued by CMS in May 2020, August 2020, and May 2021, respectively. Additionally, facilities

participating in the Inpatient, PPS-Exempt Cancer, Long Term Care Hospital, Inpatient Rehabilitation, and Inpatient Psychiatric Quality Reporting Programs must collect data on the new COVID-19 Vaccination Coverage among Health Care Professionals measure from October 1, 2021 to December 31, 2021 and quarterly thereafter.

### **Exemptions**

#### **Q: Are exemptions allowed?**

A: CMS requires facilities to allow for exemptions to staff with recognized medical conditions for which vaccines are contraindicated (as a reasonable accommodation under the Americans with Disabilities Act (ADA)) or religious beliefs, observances, or practices (established under Title VII of the Civil Rights Act of 1964). Providers and suppliers should establish exceptions as a part of its policies and procedures and in alignment with Federal law. CMS believes that exemptions could be appropriate in certain limited circumstances, but no exemption should be provided to any staff for whom it is not legally required (under the ADA or Title VII of the Civil Rights Act of 1964) or who requests an exemption solely to evade vaccination.

#### **Q: Is there provision for certain individuals for whom a vaccination should be delayed, for example, because of a recent COVID-19 diagnosis?**

A: Yes. The regulation addresses staff for whom COVID-19 vaccination must be temporarily delayed, as recommended by the CDC, due to clinical precautions and considerations,

#### **Q: Does the regulation include exemptions for staff that show they have COVID-19 antibodies?**

A: No. Staff who have previously had COVID-19 are not exempt from these vaccination requirements. Available evidence indicates that COVID-19 vaccines offer better protection than natural immunity alone and that vaccines, even after prior infection, help prevent reinfections. CDC recommends that all people be vaccinated, regardless of their history of symptomatic or asymptomatic SARS-CoV-2 infection.

#### **Q: How will facilities determine if an individual's request for a religious exemption is valid?**

A: CMS encourages facilities to review the Equal Employment Opportunity Commission's Compliance Manual on Religious Discrimination for more information on religious exemptions.

#### **Q: What is the process for staff to seek a religious exemption?**

A: Facilities have the flexibility to establish their own processes that permit staff to request a religious exemption from the COVID-19 vaccination requirements. CMS requires facilities to ensure that requests for religious exemptions are documented and evaluated in accordance with applicable federal law and as a part of a facility's policies and procedures.

#### **Q: What is the process for staff to seek a medical exemption?**

A: Similar to religious exemptions, facilities have the flexibility to establish their own processes that permit staff to request a medical exemption from the COVID-19 vaccination requirements.

Facilities must ensure that all documentation confirming recognized clinical contraindications to COVID-19 vaccinations for staff seeking a medical exemption are signed and dated by a licensed practitioner, who is not the individual requesting the exemption and is acting within their respective scope of practice based on applicable state and local laws. This documentation must contain all information specifying which of the authorized COVID-19 vaccines are clinically contraindicated for the staff member to receive and the recognized clinical reasons for the contraindications. Additionally, a statement by the authenticating practitioner recommending that the staff member be exempted from the facility's COVID-19 vaccination requirements is also expected.

**Q. How do accommodations work for staff members who meet the requirements for an exemption and are not vaccinated?**

A. The regulation requires that facilities develop a process for implementing additional precautions for any staff who are not vaccinated, in order to mitigate the transmission and spread of COVID-19. Under federal law, including the ADA and Title VII of the Civil Rights Act of 1964, individuals who cannot be vaccinated because of medical conditions or sincerely held religious beliefs, practice, or observance may be entitled to an accommodation. CMS encourages facilities to review the Equal Employment Opportunity Commission's website for additional information about situations that may warrant accommodations. In granting such exemptions or accommodations, employers must ensure that they minimize the risk of transmission of COVID-19 to at-risk individuals, in keeping with their obligation to protect the health and safety of patients.

**Enforcement**

**Q: How will this new requirement be enforced on facilities?**

A: CMS works directly with the State Survey Agencies to regularly review compliance with Medicare/Medicaid regulations across multiple health care settings.

CMS expects state survey agencies to conduct onsite compliance reviews of these requirements in two ways:

- State survey agencies would assess all facilities for these requirements during the standard recertification survey.
- State survey agencies would assess vaccination status of staff on all complaint surveys.

While onsite, surveyors will review the facility's COVID-19 vaccination policies and procedures, the number of resident and staff COVID-19 cases over the last 4 weeks, and a list of all staff and their vaccination status. This information, in addition to interviews and observations, will be used to determine the compliance of the provider or supplier with these requirements.

Additionally, Accrediting Organizations will be required to update their survey processes to assess facilities they accredit for compliance with vaccination regulations.

**Q: How do the penalties work/are providers immediately denied payment?**

A: Medicare and Medicaid-certified facilities are expected to comply with all regulatory requirements, and CMS has a variety of established enforcement remedies. For nursing homes, home health agencies, and hospice (beginning in 2022), this includes civil monetary penalties, denial of payment, and even termination from the Medicare and Medicaid program as a final measure. The remedy for non-compliance among hospitals and certain other acute and continuing care providers is termination; however, CMS's goal is to bring health care facilities into compliance. Termination would generally occur only after providing a facility with an opportunity to make corrections and come into compliance.

**Q. What opportunities are available to return to compliance for hospitals and other acute and continuing care providers?**

A. CMS surveyors cite hospitals and other facilities based on the severity of deficiency, classified among three levels, from most to least severe: "Immediate Jeopardy", "Condition", and "Standard." In all cases, health care facilities have an opportunity to return to compliance before termination.

- "Immediate Jeopardy" citations indicate a serious scope of non-compliance, failure of the provider to address deficiencies, and close interaction with patients of unvaccinated staff. Termination of the provider type will occur within 23-days following the citation if not immediately addressed.
- "Condition" level citations indicate substantial non-compliance that needs to be addressed to avoid termination.
- "Standard" level citations indicate minor non-compliance where (with respect to this rule) almost all staff are vaccinated, the provider has a reasonable policy in place to educate staff on the vaccinations, and the provider has procedures for tracking and monitoring vaccination rates. CMS generally allows for continued operation subject to the facility's agreement to a CMS-approved plan of correction.

**Q: Is CMS planning to use the new COVID-19 Vaccination Coverage among Health Care Personnel (HCP) quality measure to monitor compliance?**

A: No. Providers participating in the Inpatient, PPS-Exempt Cancer Hospital, Long Term Care Hospital, Inpatient Psychiatric, and Inpatient Rehabilitation Quality Reporting Programs are expected to report on the new COVID-19 Vaccination Coverage among Health Care Personnel quality measure from October 1, 2021 to December 31, 2021 as established in the various Fiscal Year 2022 payment rules. While this quality measure will provide valuable insight into the number of staff vaccinated over the course of a three-month period, CMS will continue to ensure compliance with the new staff vaccination requirement through the established survey process. As data become available, CMS will continue to evaluate opportunities to inform the survey process.

**Alignment with OSHA Emergency Temporary Standard**

**Q: How does the CMS staff vaccination requirement interact with OSHA requirements on this issue?**

A: On June 21, 2021, the Occupational Safety and Health Administration (OSHA) issued an emergency temporary standard (ETS) to protect health care and health care support service workers from occupational exposure to COVID-19. Under OSHA regulations at 29 CFR Subpart U (86 FR 32376), covered health care employers must develop and implement a COVID-19 plan to identify and control COVID-19 hazards in the workplace and implement requirements to reduce transmission of COVID-19 in their workplaces related to the following: patient screening and management, standard and transmission-based precautions, personal protective equipment (facemasks, respirators), controls for aerosol-generating procedures, physical distancing of at least six feet when feasible, physical barriers, cleaning and disinfection, ventilation, health screening and medical management, training, anti-retaliation, recordkeeping, and reporting. The OSHA ETS encourages vaccination by requiring employers to provide reasonable time and paid leave for employee vaccinations and any side effects. The OSHA ETS exempts certain settings including, but limited to (1) non-hospital ambulatory care settings where all non-employees are screened prior to entry and people with suspected or confirmed COVID-19 are prohibited from entry, (2) well-defined hospital ambulatory care settings where all employees are fully vaccinated and individuals with possible COVID-19 are prohibited from entry, and (3) home health care settings where all employees are fully vaccinated and there is no reasonable expectation that individuals with COVID-19 will be present.

In early November, OSHA issued a second emergency temporary standard requiring worker vaccinations for any employers with 100 or more employees or weekly testing for those who remain unvaccinated without an eligible exemption. CMS worked closely with OSHA to ensure that both regulations were complementary, ensured maximum coverage of staff/workers across a multitude of settings, and were not overly duplicative.

#### **Interaction with State Law**

**Q: What happens if State law prohibits vaccine mandates? How can CMS expect a facility to follow its requirements if its State prevents them from implementing this rule?**

A: Under the Supremacy Clause of the U.S. Constitution, this regulation pre-empts any state law to the contrary. U.S. Const. art. VI § 2.

**Q: Which rule is a given health care facility expected to follow – the CMS Omnibus Staff Vaccination Rule, the Executive Order on Ensuring Adequate COVID Safety Protocols for Federal Contractors, the OSHA COVID-19 Healthcare Emergency Temporary Standard, or the upcoming (or new) OSHA Emergency Temporary Standard?**

A: If a Medicare- or Medicaid-certified provider or supplier falls under the requirements of CMS's Omnibus Staff Vaccination Rule, it should look to those requirements first. Health care facilities are generally subject to new federal vaccination requirements based on primacy.

If facilities participate in and are certified under the Medicare and Medicaid programs and are regulated by the CMS health and safety standards known as the Conditions of Participation



(CoPs), Conditions for Coverage (CfCs), and Requirements for Participation, then they are expected to abide by the requirements established in the CMS Omnibus Staff Vaccination Rule. This rule takes priority above other federal vaccination requirements. CMS's oversight and enforcement will exclusively monitor and address compliance for the provisions outlined in the CMS Omnibus Staff Vaccination Rule, while also continuing to monitor for proper infection control procedures as established under previous regulations.

There are rare situations where the Executive Order on Ensuring Adequate COVID Safety Protocols for Federal Contractors or the OSHA COVID-19 Healthcare Emergency Temporary Standard may also apply to staff who are not subject to the vaccination requirements outlined in the CMS Omnibus Staff Vaccination Rule. Facilities should review these regulations and comply with any other federal requirements as necessary.

If facilities are not certified under the Medicare and Medicaid programs and therefore not regulated by the CoPs, then the Executive Order on Ensuring Adequate COVID Safety Protocols for Federal Contractors or OSHA COVID-19 Healthcare Emergency Temporary Standard apply.

The OSHA COVID-19 Employer Emergency Temporary Standard (for facilities with greater than 100 employees) applies to employers that are not subject to the preceding two regulations. Facilities should review the inclusion criterion for these regulations and comply with all applicable requirements.

It's important to understand that all federal entities, including CMS, OSHA, and others, worked closely together to ensure that all requirements were complementary, ensure maximum coverage of staff across settings, and were not overly duplicative.