



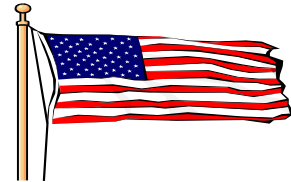
Kanabec County Board of Commissioners

Regular Meeting Agenda August 1, 2023

To be held via WebEx telephone call or video meeting:

Telephone call-in number for public access: 1-408-418-9388

Access Code: 2487 420 9880



Video Meeting link:

<https://kanabeccounty.webex.com/kanabeccounty/j.php?MTID=m40d33988180aa9e3fc0da82820ef50b0>

Meeting number: 2487 420 9880

Password: nXgAwX67AQ2 (69429967 from video systems)

To be held at: **Kanabec County Courthouse
Boardroom #164
317 Maple Avenue East
Mora, MN 55051**

Please use the Maple Ave Entrance and parking lot.

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

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

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

9:00am a. Call to Order
 b. Pledge of Allegiance
 c. Agenda approval

9:02am Public Comment Telephone call-in number for public access: 1-408-418-9388
 Access Code: 2487 420 9880

9:20am Recess county board to a time immediately following the CHB.
 Community Health Board

9:35am Kathy Burski, Community Health Director and Brian Smith, Sheriff- Cannabis
 Committee update and request for input

9:45am Denise Snyder, Auditor/Treasurer & Tim Jacobs, Deputy Auditor Property & Tax –
 Discuss property taxes at point of sale

10:00am Lisa Blowers, I.S. Director- Department Update

10:10am Chad Gramentz, Public Works

Other business to be conducted as time is available:

1. Minutes- July 18, 2023
2. Paid Bills
3. Regular Bills- Revenue Fund
4. Regular Bills- Road & Bridge
5. SCORE Claims - June
6. Discuss preliminary budget considerations
7. Request reconsideration of Family Services job evaluation results for two positions
8. Request approval of Memorandum of Agreement with Local 107
9. Future Agenda Items
10. Discuss any other matters that may come before the County Board
11. Adjourn

Kanabec County Community Health Board
AGENDA
Tuesday, August 1, 2023
9:20 a.m.

1. Call meeting to order
2. Agenda Approval page 1
3. Director's Report page 2
 - Staffing –Home Health Aide – still available
 - Budget Related Items
 - CDC Infrastructure Funds
 - *See attached Grant Guide for Community Health Boards page 3-9
 - Public Health Emergency Preparedness Funding
 - Public Health System Transformation Funding
 - Cannabis Funding
4. 2nd Quarter 2023 reports page 10-24
 - See attached report
5. TTPT – SHAH Dispatch Program Contract page 25-37
 - Action requested
 - See attached Agreement and resolution
6. Financial Reports page 38-40
 - see attached
 - Trial Balance page 41
 - June 2023 Financial Report
7. Abstract Approval page 42-50
 - Action Requested
 - See attached Abstract and Vendor List
8. Other Business
9. Adjourn

Kanabec County Community Health/Timber Trails
Director's Report
August 2023

Staffing (Public Health):

Home Health Aide – Part-time intermittent positions are still available.

Budget related items:

- **CDC Infrastructure Funds** – Kanabec County received \$100,519 to use between 3/1/2023 and 11/30/2027. The purpose of the funding is to recruit, retain, and train a skilled and diverse public health workforce, address longstanding public health infrastructure needs, and increase the size of the public health workforce. Administrative staff are trying to identify ways in which to use these funds for their stated purpose. **See attached Grant Guide for Community Health Boards**
 - There has not been anything written into the 2024 draft budget for the use of these funds as of yet.
- **Public Health Emergency Preparedness Funding** – Additional funding is expected by the end of 2023 but has not been determined as of yet. I used an amount equal to the Federal Grant in the PHEP area of the 2024 draft budget.
- **Public Health System Transformation Funding** – Additional funding expected but formula has not been decided yet.
- **Cannabis funding** - to be distributed to Local Public Health. No formula has been decided yet. Not expected to received until July 2024.

CDC Federal Infrastructure Grant Guide for Community Health Boards

2023–2027

Updated 6 April 2023

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CDC Federal Infrastructure Grant Guide for Community Health Boards: 2023-2027

Minnesota Department of Health
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651-201-3880
health.ophp@state.mn.us
www.health.state.mn.us

MDH will update this guide as more information becomes available. Please visit [CDC Federal Infrastructure Grant \(https://www.health.state.mn.us/communities/practice/funding/cdcinfrastructuregrant.html\)](https://www.health.state.mn.us/communities/practice/funding/cdcinfrastructuregrant.html) to make sure you have the newest version.

Funding Information

MDH Program Name: CDC Federal Infrastructure Grant

Assistance Listing Name: CDC's Collaboration with Academia to Strengthen Public Health

Assistance Listing Number (CFDA): 93.967

Federal Award Identification Number (FAIN)/Grantor's Pass-through Number: NE11OE000048

Funding Period: March 1, 2023, or when grant agreements are signed – November 30, 2027

Invoice Code: MDH.CDCINF.93.967.R. **Invoice Date**

Quarterly Invoice Schedule:

- **First invoice:** From date of fully executed grant agreement – June 30, 2023 (Due July 31, 2023)
- **Typical invoices:**
 - July 1 – September 30 (Due October 31)
 - October 1 – December 31 (Due January 31)
 - January 1 – March 31 (Due April 30)
 - April 1 – June 30 (Due July 31)
- **Last invoice:** October 1, 2027 – November 30, 2027 (Due December 31, 2027)

Sample Activities

Below are sample activities for each of the five Key Activities listed in the grant duties for community health boards. Recipients are encouraged to think creatively about the types of activities they would like to support with this funding and are not restricted to the sample activities included in this guide. Please bring other ideas not listed below to the Minnesota Department of Health (MDH) to ensure that they fall within the parameters and intent of this Centers for Disease Control and Prevention (CDC) funding.

Support and sustain the public health workforce

- Expand employee well-being programs to address burnout, work-life balance, and job satisfaction.
- Adopt new evidence-based workplace programs that support staff emotional and physical well-being.
- Review and strengthen workplace policies that support staff emotional, mental, and physical well-being.
- Strengthen employee engagement programs and methods.
- Expand employee involvement in professional networks and in relevant support groups.
- Strengthen and conduct staff viewpoint surveys and other ways to assess staff experiences and attitudes to better understand areas for improving workplace culture and practices.
- Share and use employee input in strategic planning and other workplace and workforce initiatives.
- Implement sabbatical programs that allow staff to reset and learn, while remaining in the workforce.

Retain public health staff

- Identify and use hiring mechanisms to effectively transition staff from one type of contract or mechanism to a new one, to maintain continuity of service.
- Offer a range of retention incentives, including bonuses, student loan repayment, benefits, moving expenses, remote work, and telework.
- Revise the terms or classification of existing jobs or job series to allow for increases in pay or benefits.
- Create or expand new promotional opportunities and leadership tracks.
- Establish or strengthen supportive services available to the workforce, to provide additional flexibility to help balance work-life responsibilities and maximize hybrid work opportunities.

Train new and existing public health staff

- Conduct training needs assessments of existing and new staff to identify priority areas for training investments.
- Establish or expand contracts or partnership with training partners to add training offerings that meet CDC quality training standards across a wide range of needs.
- Revise and upgrade existing training programs to improve their quality or relevance.
- Establish or expand contracts or partnership with accreditation providers to offer continuing education credits to help staff maintain licensures and certifications.
- Create or enhance incentive programs for staff to seek and complete training or to mentor peers.
- Establish or revise training tracks or certificate programs to incentivize and guide staff who seek to build deeper skillsets in a particular area.
- Establish or expand leadership development programs for staff who demonstrate leadership potential or are in management positions.
- Support staff to enroll in trainings offered through academic or other institutions, including support for travel.
- Establish follow-up support programs that provide opportunities for continued learning after trainings, such as job-aids, coaching, and communities of practice.
- Strengthen training evaluation capacity.
- Promote learning opportunities through a variety of channels.

Strengthen workforce planning, systems, processes, and policies

- Create or revise a comprehensive workforce development strategy.
- Create workforce development boards and other new organizational structures and teams, to guide and implement a comprehensive workforce development strategy.
- Create or modify staff positions within the organization to focus on key crosscutting workforce issues, such as staff engagement; diversity, equity, inclusion, and accessibility; succession planning and career pathways; and workforce science and forecasting.
- Catalyze the collection and use of workforce data, to guide workforce planning, development, management, and forecasting.
- Upgrade human resource and other information systems and improve interoperability among systems.
- Refresh online recruitment and hiring portals to be more user friendly, useful, and modern.
- Purchase, maintain, and improve workforce training systems including annual subscription costs for using the TRAIN Learning Network.
- Strengthen policies related to hybrid work environments, telework, and related requirements to maximize flexibility to hire and retain talent.
- Identify opportunities to modify or amend internal policies that might hinder internal workforce development practices (e.g., improving recruitment and selection procedures, cross-training opportunities).
- Identify opportunities to educate policy makers about state, local, or territorial policies, to better meet workforce development needs of the recipient or the public health sector as a whole (e.g., addressing inflexible hiring, firing, and salary rules or rigid criteria for eligibility for promotion).
- Conduct quality improvement on existing systems or processes to identify areas ripe for change and track outcomes associated with changes made.
- Strengthen partnerships with relevant labor unions to discuss opportunities for collaboration and for improving workplace conditions.
- Establish or strengthen partnerships with human resource and other organizational systems experts to provide advice and support for strengthening.

Recruit and hire new public health staff

- Conduct systematic workforce needs assessments to identify priority needs now and in the future.
- Expand and improve recruitment efforts to reach wide and diverse pools of potential applicants, particularly through partnerships with relevant institutions.
- Change application and selection methods and provide training to reduce unconscious or conscious negative biases and to improve fairness.
- Create new job descriptions to better meet needs.
- Revise job pay scales.
- Establish, expand, and use a range of mechanisms to rapidly hire public health staff, including direct hire mechanisms (term-limited and not), formal agreements or contracts with staffing agencies, as well as partnerships with community-based organizations, academic institutions including minority-serving institutions (e.g. HBCUs, HACUs, etc.), and other local, state, and national partners that may provide efficient and effective ways to supplement the public health workforce.
- Offer a range of hiring incentives to attract new talent, including hiring or other bonuses, student loan repayment, moving expenses, remote work, and telework.
- Work with and recruit from the Public Health AmeriCorps program, Preventive Medicine Residencies, and other programs that provide a pathway into public health as a career.
- Establish or expand internships, fellowships, apprenticeships, and related programs for entry-level staff and mid-level staff.
- Establish or strengthen programs that provide capacity for surges in public health staffing as needed, in response to emergencies or outbreaks.
- For jurisdictions with Native American Tribes, consider hiring a Tribal Liaison Director preferably from a Tribal community.
- Hire health education specialists, instructional designers, and other staff with training development skills to support the training needs of public health staff.

Funding Formula

Funds to community health boards will be distributed using a formula set out by CDC for awarding funds to states, with a base of \$50,000 and a \$5,000 per county multi-county incentive.

Base of \$50,000

+	\$5,000 per county multi-county incentive
+	$\frac{\text{Population} * 50\% * \text{total funding}}{\text{Total Eligible Population (5707390)}}$
+	$\frac{(\text{CRE} / 100) * \text{population} * 50\% * \text{total funding}}{\text{Total jurisdictions CRE (909016.2)}}$
=	Total allocation

Population was found using this census information based on the 2020 population estimates as of July 1, 2021:

- [County Population Totals: 2010-2020](https://www.census.gov/programs-surveys/popest/technical-documentation/research/evaluation-estimates/2020-evaluation-estimates/2010s-counties-total.html) (<https://www.census.gov/programs-surveys/popest/technical-documentation/research/evaluation-estimates/2020-evaluation-estimates/2010s-counties-total.html>)

- [City and Town Population Totals: 2010-2020](https://www.census.gov/programs-surveys/popest/technical-documentation/research/evaluation-estimates/2020-evaluation-estimates/2010s-cities-and-towns-total.html) (<https://www.census.gov/programs-surveys/popest/technical-documentation/research/evaluation-estimates/2020-evaluation-estimates/2010s-cities-and-towns-total.html>).

Community Resilience Estimates (CRE) were found by filtering this site for state, county, and census tracts and looking at the estimated population with 3+ Risk Factors: [2019 Community Resilience Estimates for equity and disasters](https://experience.arcgis.com/experience/76f53fb6758b49dc87ef47687f9476cf) (<https://experience.arcgis.com/experience/76f53fb6758b49dc87ef47687f9476cf>).

Frequently Asked Questions (FAQ)

When are proposals due in REDCap?

April 28, 2023.

Is this an annual budget or a budget for the entire project period?

Please submit a budget for the entire award amount. CHBs have the flexibility to spend the funding over the course of the entire grant period.

What if we put in our proposed activities but want to change our focus in three years?

You can submit a revision form in REDCap for any changes you'd like to make throughout the grant period.

If we don't know everything we want to spend the grant on, is TBD an allowable activity until we know more? What if we will not spend any funds for the first 12 months and don't know how we will use the funds later in the grant period?

If you don't know what all your activities or budget will be, do your best to complete the proposal. Submit a budget that totals your award. Write a note in REDCap that your activities and budget are your best guess, and that you will know more upon further planning. Please also provide a possible timeframe for when you are planning to start spending the funds and implementing activities.

What if we are only using funds for staff training and not expanding FTEs?

If you are not using funds for salaries, but a "0" in the hiring question in your REDCap Activities Proposal.

Can we use funds to increase public health staff from part-time to full-time, or fund a position after a different funding source ends?

Yes! These funds can be used to sustain and/or increase public health positions.

Can we fund a temporary staff person with plans to transition them to a permanent position in the future?

You may fund temporary staff and transition them to permanent positions as a way to build the public health workforce.

Can we maintain a current public health intern with this funding?

Yes, you can fund public health internships, as well as fellowships, apprenticeships, AmeriCorps members, and student positions, through this grant.

Our Health Department is combined with Human Services – can grant funds be used for human services?

The purpose of this grant is to recruit, retain, and train a skilled and diverse **public health workforce**, address longstanding public health infrastructure needs, and increase the size of the public health workforce. If you have specific questions about how funds may be spent for activities that involve both public health and human services, please reach out and MDH will assess each situation on a case-by-case basis.

Should we submit invoices each quarter even if no expenses have been incurred?

Yes, please submit \$0 invoices so we know that we haven't missed anything.

What evaluation and performance measure reporting requirements will community health boards need to complete?

At a minimum, community health boards will be asked to provide progress on staff hired through these grant funds. CDC and MDH encourage community health boards to participate in relevant national workforce and capability assessments (e.g., PH WINS, NACCHO Profiles, PHAB, etc.) as these assessments will be used to support the evaluation of the grant.

Do we know if there is a chance that this grant will be renewed for another five years after completion of this grant period?

We do not know at this time.

Can this grant be used for construction to remodel or expand our clinic and/or for rent of the expanded space?

Construction and remodeling are not allowed expenses for this grant.

Rent would need to be based on how your agency currently manages rent for overall staff. Rent for any space cannot be covered by one grant. It must be proportional to the funding of staff using the space compared to the overall use of the space.

Kanabec County Community Health (KCCH)
Report to County Board
April - June 2023

Major Highlight(s):

As we continued with our Community Health Assessment process, we held two meetings that allowed us to take a deeper dive into three of our top identified issues affecting the health of our community. The top issues discussed were: Mental Health Well-Being and Connectedness and Basic Needs. The Community Groups were asked to answer the following questions for each issue:

1. What do we want for a result in this area/what does healthy look like?
2. What is available in the community to support people/achieve the result?
 - a. What is missing?
3. If we could design something that would fill the gap, what would a “program/service” look like?
4. How will we know we are making a difference?

Public Health staff are working to organize the responses and put them into some objectives and strategies. We will gather the community group together again to review this work and provide further input in the upcoming months.

The legislative session that ended during the quarter included a lot of positive movement on several Local Public Health Association Priorities including:

- Public Health System Transformation Funding - \$9,844,000 per year will be added to the base funding to support local public health departments. Additional funding was also approved to support tribal health departments and Public Health AmeriCorps.
 - Funding must first be used for public health foundational responsibilities, and once those are fulfilled, they may be used for local priorities developed through the community health assessment and community health improvement planning process.
- Public Health Emergency Preparedness and Response - \$8,400,000 per year of ongoing funding for local and tribal health departments.
- Cannabis Prevention, Education and Outreach - \$10,000,000, per year in ongoing funding for local and tribal health departments.

As of the writing of this report, local public health departments have not been told how much funding each would receive.

Audits/site visits completed:

- SCHA Care Plan Audit was conducted starting on May 16 and concluded with an exit interview on June 6, 2023.
 - Kanabec County Community Health was found to be 100% compliant in the areas of Community Well, Nursing Home, SNBC, and Unable to Reach/Refusal
 - Kanabec County Community Health was below the 95% threshold in two elements within the Elderly Waiver population with the other 42 elements being at 100%.
 - A Corrective Action Plan has been put into place to correct the two elements that fell below the threshold.
- BluePlus Care Plan Audit – 100% in compliance
- Medicare Cost Audit – conducted on April 19th. Cost accountant determined that our current charges were still in line with the costs and no increases were recommended.
- Workforce Development Grant – site visit was conducted during the quarter. On track with meeting deliverables and nothing required additional attention.

- Central MN Council on Aging conducted a site visit on May 25th. No issues found.
- Strong Foundations/Family Home Visiting site visit occurred on April 4. No issues found.

Audits/site visits upcoming:

- none

Grant reporting/work during quarter:

Child & Teen Check-up	Annual Reporting – outcomes and budget	Completed April 14
TANF Home Visiting	Annual narrative and budget plan	Completed April 18

Grant/other work upcoming:

CMCOA - Nurse Clinic	Annual Grant Application	Due August 8
CMCOA – Assisted Transportation	Grant Application	Due August 8
Dental Grants	Continue to seek funding	Ongoing
County Budget		Due July 27
Maternal Child Health	Work Plan and Budget	Due August 15
Strong Foundation	Annual Budget	Due September 12

Opioid Settlement Grant:

Meeting held on June 26, 2023. Kanabec County has received \$133,692.80 to date. The group is currently planning the annual presentation to municipalities and working on a way for community groups to request funding.

Meetings/Trainings attended (not an all-inclusive list):

- Department Administrative meetings
- Neonatal Abstinence Syndrome – grant check in calls monthly
- Statewide Community Health Services Advisory Committee (SCHSAC) Quarterly Meeting
- Community Opioid Task Force meeting (now Provider Meeting combined with Pine County)
- Weekly check-in calls with Helen (Timber Trails)
- Local Public Health Association Meeting
- Local Public Health Association Opioid Learning Sessions
- SCHA Directors Meetings
- Planning meetings for regional staff retreat
- SCHA Joint Powers Board
- Health and Human Services Advisory Committee
- Central Directors meetings (Public Health)
- Check-in with MDH Public Health System Consultant
- Local Opioid Meeting
- Regional staff retreat
- In absence of coordinator (position not filled) - Suicide Prevention meetings including Postvention Training, Crisis Text Line NE meetings and two-day retreat.
- Department Head Meeting
- Community Health Assessment meetings x 2
- SCHA Rural Stakeholders Meeting
- Cannabis legalization/Edibles Moratorium meeting

- Meetings with St. Clare's regarding provision of therapies for home care
- Assisted with Responsible Beverage Server Training in absence of Coalition Coordinator

Other work:

- Budget work.
- Day to day management of workforce, grant compliance, reporting, monitoring
- Weekly fiscal duties – deposits
- Interview, hiring for three positions.
- Monitoring legislative activity.
- Transit Operations discussions
 - Researching distribution of Operations Supervisor duties or refilling position
 - Review of job descriptions
- Review and signing of invoices for month/quarter.

Trends:

- The need to do more with less. Costs are increasing but grants are not.

Concerns and Challenges:

- Creating ordinances for THC edibles and cannabis that will help protect our youth.

The following pages provide more detail about the programs provided through Kanabec County Community Health.

Family Health

Reporter: Ashley Berg, Family Health Supervisor

Acronym definitions:

WIC = Women, Infant and Children supplemental nutrition program

TANF = Temporary Assistance for Needy Families Home Visiting Program

MCH – Maternal Child Health Programs

MESCH = Maternal Early Childhood Sustained Home-visiting (Evidence-Based)

C&TC = Child & Teen Check-up

CQI – Continuous Quality Improvement

NFP = Nurse-Family Partnership (Evidence-Based)

HFA – Health Families America (Evidence-Based)

UBV – Universal Baby Visit

Major Highlights

WIC (Women, Infant and Children)/ Maternal-Child Health Programs:

- WIC participation increased this quarter. WIC saw an increase from 435 to 451 participants and 98% overall participation rate. This is up 3% from the previous quarter.
- WIC has extended the increased cash value benefit for fruits and vegetables through September 2023. This benefit has been in effect since October 2021. Families receive \$24 per child, \$43 for a pregnant woman, and \$41 for a postpartum woman each month. On or before September 30, 2023, Congress will either need to agree upon a budget for the next

federal fiscal year (FFY) or have a continuing resolution (CR) in place to extend federal government funding to avoid a government shutdown. With either scenario, Congress will determine if the increased Cash Value Benefit will continue into the next FFY.

- The state WIC program will allow for flexibility for delivering WIC services until August 9th, 2023. Beginning August 10th, physical presence will be required for appointments but can be waived if height/weight and hematological measurements are obtained by other methods. The waivers provide additional opportunity for remote WIC services with the use of referral measurements. This process will be allowed thru September 30, 2026.
- There has been a 6% increase in pregnant women participating in WIC throughout the state.
- Starting June, WIC families are able to purchase canned fruits and vegetables in addition to the fresh or frozen option.

Family Home Visiting Programs:

- 9 new families enrolled in MECSH. We were able to increase our caseload to 36 active families enrolled and 1 inactive family that is still enrolled. We have met the MDH minimum requirements of at least 85% of our target caseload of 40 families.
- 8 new TANF families enrolled for short term services and 3 families graduated from TANF and/or no longer receive services. To graduate from the TANF program, clients must achieve the goal or outcome set by the home visitor and their identified needs are met. This program is individualized based on the client/family's needs. Over the course of the quarter, 12 families received services through the TANF program.
- This quarter, 7 universal baby visits were conducted with families.
- We received a \$49,886 for our Strong Foundations Capacity building grant. The intent behind our grant is to enhance our evidence-based home visiting program services through increasing recruitment, engagement, and retention of families during the prenatal period through improved social media presence, engagement during local community events and improved outreach material provided. In addition, KCCH would like to strengthen impactful partnerships with referral agencies such as local medical clinics, WIC, high schools, and religious organizations through improved outreach material and social media.
- Infants and children continue to be seen for medical concerns such as asthma, genetic disorders, developmental delays, eating issues, etc. Even though these cases can be time intensive, we continue to make this population a priority due to access issues to appropriate services and complexity of healthcare coordination.

Immunizations/ Child & Teen Checkups Screens (C&TC) and Outreach/ Disease Prevention:

- We continue to be the safety net for children & adult vaccinations. Immunization appointments are available to the public. We provided 0 MnVFC vaccination to a child under the age of 18.
- Child-find and outreach efforts continue with families to provide education and direct services for lead screens. Nurses continue to complete referral and follow-up for children indicated as having a high lead level per MDH algorithm. Nine (9) lead screens were completed by staff during this quarter.
- C&TC outreach efforts are a focus, locating and encouraging preventive care for children on MN Health Care Programs.
- Our C&TC outreach display board provided information on 911 education, sun safety, and water safety. This board presents a variety of information for families of Kanabec County.

SCHA Community Connector (Kanabec):

- The Community Connector continues to play a vital role in keeping the team updated on SCHA changes/initiatives and supports the connection of services to our families. Meetings continue to take place virtually to best support the structure of this role. The Community Connector role continues to take on additional responsibilities that were previously set aside due to the pandemic.

Other Family Health Activities and Highlights:

- Kanabec County Family Health continues to have a presence on Facebook and Instagram in efforts to outreach and raise awareness of services. In addition, we have updated our Family Health brochures and distributed them throughout the county to referring agencies.
- Kanabec County Family Health Supervisor attended the Provider meeting at Welia Health to inform providers about WIC and universal baby visits.
- Minnesota Amish Health Program Group continues to offer health education to the Amish Community monthly; these have now returned to in-person learning. One Home Visitor has established a great relationship with the Amish. There is a group working on assisting to establish a health care home for the Amish population and public health participates in meetings to help support. They have established a 501c and are working diligently to develop a clinic for this population in order to better serve the community.
- In addition, KCCH home visitor Autumn will complete UBV's and/or medical questions/requests to the Amish population.
- Kanabec County Community Health received the SEAL grant in March 2023. SEAL Minnesota focuses on strengthening school-based dental sealant programming through coordinated partnership and collaboration. On May 31st, 2023, the family health supervisor attended the Minnesota Sealant Forum where guidance on how to begin school-based sealant programs in your communities was discussed. KCCH will soon begin its work with Mora Public Schools and Ogilvie Public Schools to determine if a sealant program can be established within the school systems.
- KCCH received \$10,000 from UCARE for our dental grant work through Children's Dental Services. In collaboration with Children's Dental Services, we are now able to increase dental services to two days per month.

Thinking Ahead

- Our family home visiting staff are utilizing the child and teen checkup outreach board to present information to the public. Topics that will be presented in Quarter 3 will include Sun Safety, Immunizations, and Vision Safety.
- Continue to actively enroll more families in the Evidence Based Home Visiting Program (MESCH). The target is to enroll 40 families.
- Continue outreach efforts with health care systems and other referral sources to identify and increase the ability/desire of families to access appropriate services. Begin work with new Strong Foundations Capacity Building grant thru identifying key stakeholders and developing a request for proposals to build our social media and outreach campaign.
- Continue dialogue during our quarterly Community Advisory Group meetings on how we ensure families are receiving appropriate services from providers and partners within the community; make effective and efficient use of all our community resources.
- Staff continue to assist both Ogilvie and Mora Public Schools in early childhood screenings that occur throughout the year.
- Continue conversations with Recovering Hope in effort to best collaborate to serve this at-risk population, attempts are being made to identify when best time for visits can be made.

- Continue to prepare for a new WIC web-based operating system, WINNIE, which will be launched summer 2023.

Concerns and Challenges

- WIC families who use formula are encountering formula shortages through our local grocery store. The local grocery store has difficulty keeping shelves stocked with current formula used by our families causing them to travel greater than 30 miles to find eligible WIC formula.
- Over the past 3 years, weights/heights/bloodwork were not required for WIC participation due to COVID-19 waivers. Challenges that staff are anticipating is the transition to in-person visits and the requirements of needing weights/heights/bloodwork at each visit.
- Our evidence-based home visiting program, MECOSH, will be graduating up to 4 families this next quarter. This is a concern because we will then fall below our 85% threshold if no new families enroll next quarter.

Numbers Served

- Total families seen in Family Home Visiting programs during this quarter:
 - MECOSH: Quarter two of 2023 served 37 families with 147 nursing assessments (4 of these were telehealth). This is an increase of 5 families and 1 assessment from the previous quarter. Reflecting on the previous year at this time, we are up two families and 12 assessments.
 - TANF: Quarter two of 2023 served 12 families with 30 nursing assessments overall. This is an increase of 5 families and 8 assessments from the previous quarter. Reflecting on this time the previous year, we are serving the same number of families and assessments.
 - MCH infants and children ages 1-22 (Quarter 2 of 2023)= 0 family visited with 0 assessment completed
 - MCH prenatal AND postnatal: There were 17 prenatal assessments and 10 postpartum assessments completed for quarter two of 2023. This is down from last quarter; 26 prenatal assessments and 5 postpartum assessments. Looking back on the previous year at this time, we are slightly up 12 prenatal assessments and 6 postpartum assessments.
 - MCH Special Needs: For quarter 1 and 2 of 2023, there were no MCH special needs visits completed. This is a decrease from last year at this time; 1 family received 14 visits.
- 10 families provided with car seat education and car seat (down 1 from quarter 1 of 2023)
- 9 lead screens completed (up 3 from quarter 1 of 2023)
- 0 dental varnishes completed (remained the same from quarter 4 of 2022)
- 2 pregnancy tests were administered, and education provided (up 2 from quarter 1 of 2023)
- 0 CTC outreach activities occurred (Immunization education, outreach letters, and community events were provided during these activities)

Adult Health- Home Care, Case Management, and Public Health Nurse Clinic

Reporter: Farrah Gajewski, RN, Adult Health Supervisor

Program acronyms/definitions:

AbilityCare – a Medicare Advantage Special Needs Basic Care (SNBC) program for people with disabilities. AbilityCare is designed to help people with disabilities access the health care, medications, and support services they need. Must be certified disabled, between the ages of 18-64 at the time of enrolment, eligible for Medical Assistance and have Medicare Parts A and B.

SingleCare – is a Special Needs Basic Care (SNBC) program for people with disabilities. SingleCare is designed to help people with disabilities access the health care, medications, and support services they need. Must be certified disabled, between the ages of 18-64 at the time of enrollment and be eligible for Medical Assistance.

Nursing Home Care Coordination (NF) – provided to people needing assistance with coordination of care within a facility.

Alternative Care (AC)– A state-funded program that pays for home and community-based services for people aged 65 and older who require the level of care a nursing facility provides, and who, if they enter a nursing facility, will be eligible for Medical Assistance within 180 days of admission.

Community Access for Disability Inclusion (CADI) Waiver – A Medical Assistance program that funds home and community-based services for people under the age of 65 people with disabilities who require the level of care provided in a nursing facility and who choose to reside in the community.

Personal Care Assistant Services (PCA) – provide assistance and support for persons with disabilities, living independently in the community. This includes the elderly and others with special health care needs. *Public Health provides assessments to determine the level of eligible services people may receive.*

Elderly Waiver (EW) – A Medical Assistance program that funds home and community-based services for people aged 65 or older who require the level of care provided in a nursing facility, and who choose to reside in the community.

Care coordination (CC): A service for people enrolled in Minnesota Senior Health Options (MSHO) and/or Minnesota Senior Care Plus (MSC+). It provides assessment and coordination of the delivery of all health and long-term care services among different health and social service professionals and across settings of care. Care coordination also includes the waiver case management.

Preadmission Screening (PAS) – a screening for anyone planning to be admitted into a nursing home. It is legally required to measure a person's need for nursing home level of care and to connect them with supportive services.

Omnibus Budget Reconciliation Act (OBRA) – part of the preadmission screening (PAS) process used to determine if a person has a diagnosis or suspected diagnosis of developmental disabilities/related conditions or mental illness. It must happen before a person is admitted to a Medical Assistance (MA)-certified nursing facility (NF).

QAPI – Quality Assurance and Performance Improvement

Highlights

Home Care

- 611 Home care visits were completed (Up 19 from last quarter)

524 were visits made with a pay source of Medicaid, Veterans Affairs, Waivered Services, etc.

78 were straight Medicare visits

0 South Country Health Alliance Medication Reconciliation

9 Private pay

- Throughout the quarter we served approximately 64-74 clients in their homes. This average is about the same as last quarter.
- There was a total of 32 referrals (up 3 from last quarter). Of the 33 referrals, we had 6 that did not open to home care for various reasons. The primary reason for not opening up for services is that the client's homebound status changed. We had 26 that opened to home care (up 1 from last quarter). We are currently at an 82% start of care rate.
- There were 932 Home Health Aide hours. This is up 178 hours from last quarter.
- 233 hours were completed for homemaking. This is up 44 hours from last quarter.

Public Health Nurse Clinic

161-foot care visits, 23 cancellations or no shows from the clients. Cancellations by the client was down 23 while foot clinic visits were up by 28 this quarter.

There were 42 medication set up visits and 2 cancellations. The total amount of medication set up visits were the same as last quarter and the cancellations were down by 1.

Case Management

- Care coordination visits: 119.75 (Up 66 hours from last quarter)
- Nursing Home Care Coordination Hours: 50 hours (Up 14.25 hours from last quarter)
- Care Connector: 102.75 hours (Up 15.5 hours from last quarter)
- Case Aide: 96 hours spent on client specific billable hours (Up 9 hours from last quarter)
- MnChoices Assessments: 13.25 hours (Down 4.25 from last quarter)
- MnChoices Re-assessments: 19 hours (Up 4.25 from last quarter)
- MnChoices documentation, after assessment/re-assessment documentation and follow up time: 57.75 hours (Down 23.75 from last quarter)
- MnChoices service coordination, time invested prior to assessment: 30.5 hours (Up 2.25 hours from last quarter)
- Care Coordination Indirect, coordination time in the office-billable: 824 hours (Up 307 hours from last quarter)
- Care Transition, visits and time required in office for coordination: 7.25 hours (Down 3.25 hours from last quarter)
- PAS completed: 5 hours (Up 1.5 hours from last quarter)
- Service Coordination, client specific and general: 237.5 hours (Up 42.25 hours from last quarter)

Charts/Numbers Served

Home Care:

We are currently serving an average of 64-74 home care clients per month. This is slightly lower than last quarter. The payers of the home care clients include self-pay, medical assistance, Medicare, VA, Medicare Advantage Plans, and some private insurance companies. We currently have contracts with the following companies: Blue Cross Blue Shield, Health Partners, Humana, Medica, VA, Preferred One, SCHA, and UCare. We are working on our contract with United Health.

Public Health Nurse Clinic:

We are currently serving a total of 67 clients. This includes clients that we serve through medication set up and foot clinic. We have 55 clients we serve in foot clinic and 12 clients we serve in medication set up clinic. Our case aide removed the inactive clients, therefore, there is a significant decrease noted in the total amount of clients served.

Case Management:

Our case managers currently serve 305 clients up 31 from previous quarter. Our agency is up 62 clients since the beginning of 2023.

- Ability Care SCHa: 27 – Up 1 from last quarter
- Single Care SCHa: 76 – Up 3 from last quarter
- SNBC UCare: 31 – Up 2 from last quarter
- SNBC Medica: 4 – Up 1 from last quarter
- Nursing Home Clients: 34 – Up 6 from last quarter
- AC: 5 – The same from previous quarter
- CADI: 35 – Up 4 from previous quarter
- PCA only: 19 – Up 3 from previous quarter
- EW SCHa: 65 – Up 8 from the previous quarter
- EW BluePlus: 5 – Up 4 from last quarter
- EW Non MCO: 4 – Down 3 from previous quarte

Trends

Home care:

Second quarter brought our home care agency some challenges. Health Dimensions Rehab, the company that we contract with for therapies, pulled their contract with Kanabec County. The two staff that cover our service area decided to resign. Our agency contacted Welia and St. Clare to ask if either of them were interested in a partnership with Kanabec County Community Health. At that time, Welia was not interested in pursuing a partnership, but St. Clare was. We have worked closely with the staff at St. Clare to foster a working relationship that is positive and long term. They will be taking over our clients in July. Our agency is very excited about this.

Due to the changeover in therapy companies, we had to stop taking referrals for three weeks at the end of the quarter. This brought our home care census down for the end of the second quarter.

Case Management:

The new MNCHOICE 2.0 roll out is now set to start rolling out 7/10/2023. DHS has set this as a slow and calculated roll out. There are minimal people in the system at this time. The hope is to gradually have all tasks for MNCHOICES in the 2.0 system by May 2024.

We are still working with four health plans in our county. All four health plans have their separate challenges, but our case managers have worked diligently through the new challenges of having four health

plans. The agency is slowly getting new members. Of the new health plans, UCare has proven to be the popular choice followed by BluePlus. At this time, we only have four Medica members.

In May, our agency had our yearly South Country Health Alliance audit. We were 100% on all but two audit elements. The two we had to have a correction plans for were goal outcome dates at 90% and care plan signatures at 93%. The deficits were found in a very small portion of the samples that South Country audited.

In June we had our Medica audit. We were 100% in all audit elements of the three members that were audited. Our Medica auditor had great things to say about the work of our Medica case manager.

Coming up in the beginning of the third quarter will be our BluePlus audit. Our agency is confident that this audit will go well. BluePlus does random internal audits when they have a new delegate. This quarter, we were informed that because all of our audit elements have been at 100%, we do not have to have the random audits and that we can resume on a scheduled audit. This is great news and shows how diligent our BluePlus case manager has been working.

Overall, the intakes in case management have been very high. We are still working through our waiting list and hoping to minimize it by the end of September. Our agency has also noticed that the needs of our clients are at a higher acuity than they have been previously. We are finding that more and more time is needed with some clients. We are looking at some restructuring of the agency to assist with the higher acuity clients but ultimately, we would benefit from more staff.

Public Health Nurse Clinic

No significant trends to report from our public health nurse clinic.

Major Activities

Home Care:

- Started working on a therapy contract with St. Clare

Case Management:

- Health plan audits
- MNCHOICES 2.0 slowly rolling out
- Workflow changes with MNCHOICES assessments/intakes

Public Health Nurse Clinic:

- CMCOA conference attended

Success Stories

Home Care:

One of our home care clients began to fail at home. The home care nurse worked endlessly on ensuring that all services were in place for this client, but ultimately it was not enough. The client was unable to care for themselves any longer and was deeply saddened by the loss of their significant other. The home care nurse assisted the client and the case manager in facilitating the move to an assisted living facility. The client appears to be a lot happier in their new home and really enjoys the friends that they are making. While our

goal is always to keep our clients in their home as long as we can, this became a safety issue that had to be addressed.

Case Management:

There was a client who is wheelchair bound that was losing their home. The case manager worked on this case for quite some time but ultimately the client had to move out of their current home. Because the client was wheelchair bound and has extremely complex medical issues, there was nowhere for the client to go. The client was admitted to a local facility on respite. With assistance from the hospital social worker and their county case manager, they helped plan for the client to stay with their family temporarily. This helped the client avoid homelessness. This also provided time for the case manager and the client time to find a place for the client to move to long term.

Public Health Nurse Clinic:

There was a client who was diabetic and had severe neuropathy. The client had an injury on their leg that they have been going to Welia wound clinic for. While the client was in for a toenail trim, the RN noticed that the client had a diabetic ulcer on their foot. The client was able to get into Welia with their wound care provider to address the new wound. The client had poor eyesight which is why it was difficult for them to see their feet to recognize that the ulcer was as severe as it was.

Partners in Healthy Living (PIHL)/Statewide Health Improvement Partnership (SHIP) ***Lori Swanson, Health Promotion Coordinator***

PiHL is working with **63** partners in the four-county region: Kanabec, Pine, Mille Lacs, and Isanti. The Community Leadership Team met in April with **5** members and **3** SHIP Coordinators in attendance.

Training/TA provided and number of participants

- On May 17th the Isanti County SHIP staff provided training to **16** people on starting a workplace wellness program.
- On June 21st the Isanti County SHIP staff provided training to **14** people on MN EATS and goal setting.
- On April 12th the Mille Lacs County SHIP staff was part of a panel discussion about the local PICK program to 15 participants.
- On June 14th all four County SHIP staff provided information to **35** participants on PiHL successful projects: Pine City Comprehensive Planning, Mille Lacs County PICK program, Workplace wellness recruitment and engagement, Pine County Vaping intervention program.

Major Activities

- **Ten** Community Partner Awards were approved to fund Policy, Systems, and Environmental (PSE) changes pertaining to MN EATS, MN MOVES, and MN Well-being:
 - City of Princeton – Hydration/water bottle filling station and bike repair station
 - City of Princeton – Comprehensive Planning, pickleball courts
 - City of Isle – Park planning/improvement, pickleball courts
 - Mora Area Farmers Market – Signage and advertising
 - Cambridge Famers Market – EBT/POP Program
 - Kanabec County – two hydration/water bottle filling stations for the courthouse
 - Hinckley/Finlayson High School – two hydration/water bottle filling stations
 - Mora Elementary – Zen/calm room materials
 - Mora High School – Zen/calm room materials

- TEAMS Manufacturing – Three hydration/water bottle filling stations
- Hinckley/Finlayson Community Education – Before and after school activity equipment
- East Central Regional Library – 14 fatigue mats for standing desk area at 8 locations.

Success Story

- The PoP (Power of Produce) and the PiCK (Produce Influencing Communities and Kids) at the Milaca and Cambridge Farmers Markets has had great participation so far this season.

Regional ATOD Prevention Coordinator/Better Together Coalition/Northern MN Suicide Prevention

Patti Miller

Northern Minnesota Suicide Prevention and Crisis Text Line Outreach & Planning

- Continued leadership role in PICK’M Up Suicide Prevention Coalition. Planning action items, community outreach, marketing material, and coalition capacity building.
 - Support the coalition efforts to connect with community members, businesses and community partners in the PICK’M counties that would be beneficial to have part of the coalition.
 - Technical support for social media posts and other avenues of electronic awareness (website, emails, etc.)
 - Provided Teen Mental Health First Aid Training to students in Pequot Lakes during three separate days. Total trained = 20.
 - Helped facilitate interviews for new Regional Coordinator
 - Provided promotional items to regional partners – East Central Regional Library, Welia Health, Recovering Hope Treatment Center, Pine County Veterans Services, Kanabec County Health & Human Services Mental Health Case Aide.

Better Together Outreach Planning:

- Talk Early Talk Often Campaign continued through May on social media.
- The Tobacco Ordinance update is pending. The Kanabec County Attorney’s Office is currently reviewing the language before it can be seen by the Planning Commission and then the County Board of Commissioners.
- Assisted with the Mental Health and Wellness Fair, which was held on Saturday, May 6, 2023.
 - There was a lot of partners in attendance with low public turnout. This event did provide for provider connection and great information and resources for those that did attend.
 - Social media posts, fliers, posters, etc. were made in collaboration with Allison Krueger the Public Health Corp Intern.
 - Mora Rocks the Park planning was done with the assistance of Allison Krueger. This will be the 6th year the coalition has helped plan events at Library Park and Kid’s Kingdom.
 - Rock Painting, Gaga Ball, Mora Area Fire Department Water Works, Bike Safety, K9 RIP demonstration, Yoga, and a Coloring Contest. These events are low cost, have great turn out and several are sponsored by coalition and community partners (Recovering Hope, KSCO, Welia).

Regional Prevention Coordinator (RPC):

- Continued capacity building with other RPCs throughout the state of MN.
- Continued to renew connection and make new connections with coalitions within the region.
- Held a regional Strength Finders in-person training with a consultant from The Montana Institute, Jason Anderson. There were 25 participants, which was above average throughout the state.
- In May I attended a 2-day workshop with The Montana Institute and the Positive Community Norms Cohort at Ruttger’s. This training is bi-annual and was a great way to connect with grantees and understand more about the Positive Community Norm (PCN) grant work.

- I've been able to attend a variety of trainings in the past quarter, those include: Ripple Effect Mapping, Legalization of Marijuana, The Montana Summer Institute, Alcohol Density Study in Mille Lacs County, Motivational Interviewing, and some Mental Health/Changing the Narrative meetings.

Success Stories:

- Mora Rocks the Park is a success in so many ways! Every year I'm reminded of how simple grass root efforts play a role in the health and wellness of our community. We had over 65 participants (plus their families) at the first Mora Rocks the Park event in June. Our bike safety event had 30+ participants with Sheriff Smith doing "bike inspections" and Welia Health giving away free bike helmets.
- The Northern MN Suicide Prevention Grant will be able to provide for 1 FTE for the next grant cycle. This is a huge win for suicide prevention work!

Challenges:

- With the impending legalization of recreational marijuana in Minnesota on August 1, 2023, we are faced with many unknowns, regulations and rules which have made policy work difficult.

Data:

- We received the East Central Region MN Prevention Demographics **Report (attached)**. Substance use is reported to be declining in the East Central Region.
- Mora Public Schools would like to review data with RPC and State Epidemiologist. We were able to schedule a date in August to help them review their data.

Trainings provided:

- Teen Mental Health First Aid provided to Pequot Lakes HS Group. 20 Students in a youth group related to Mental Health and Suicide Prevention.
- Strength Finders workshop, funded by the DHS BHDH and ARPA funds.

People/groups you've provided technical assistance too:

- The Pine, Isanti, Chisago, Kanabec and Mille Lacs (PICK'M) Suicide Prevention Coalition has reached out for resources, information and training opportunities during the past three months.
- Kanabec County Family Health
 - Social Media
 - Website Updates
 - Fliers

Programs: Public Health Emergency Preparedness (PHEP) and Radiation Emergency Preparedness (REP)

Coordinator: Kate Mestnik

Major Activities

- Monitor COVID activity and adjust local response appropriately.
- Continue to have COVID-19 at home test kits available to partners and residents.
 - MDH supplied test kits free to Local Public Health
 - Help address outbreaks within the community
- Completed COVID-19 After Action Report and Improvement Plan (AAR-IP)
- Completed PHEP End of Year Report for Budget Period 4
- Completed staff fit testing to have all public health staff OSHA compliant in Respirator use
- **5/11/23: End COVID-19 Public Health Emergency**
 - **Cases: Global – 767,972,961 (confirmed); US – 103,436,829**

- *Due to the end of the PHE, healthcare facilities and laboratories are not required to report positive cases to the State Health Department. Given this lost source of surveillance data, many statistics are no longer available including localized case counts. MN – 1,792,068; KC – 4,393*
- **Deaths: Global – 6,950,655; US – 1,127,152; MN – 14,891; KC – 64**
 - <https://covid19.who.int/> (Global/US)
 - <https://www.health.state.mn.us/diseases/coronavirus/stats/case.html> (MN)
 - <https://www.health.state.mn.us/diseases/coronavirus/stats/death.html> (MN)
 - Minnesota Electronic Disease Surveillance System (MEDSS) –restricted report (KC)
- Flood Response
 - 4/13/2023
 - Public Information and Warning
 - Public outreach – social media
 - Emergency Operations Coordination
 - Ensure access to flood clean-up kits through Lakes and Pines, KCCH, and access on weekends through dispatch at the Jail
 - Verify sufficient quantity of water test kits available at KCCH for residents to sample drinking water and ensure safe for consumption if well cap came within 10 feet of overland flood water.
- Blue-Green Algae confirmed in Knife Lake
 - 6/28/2023 notified presence by SWCD
 - Public Information and Warning
 - Public outreach – newspaper, social media, physical signage
 - Emergency Operations Coordination
 - Coordinate response efforts with Environmental Services, SWCD
- Continue monitoring Monkey Pox / mpox outbreak in US.
 - 4/21/2023 as reported by the CDC: <https://www.cdc.gov/poxvirus/monkeypox/response/2022/us-map.html>
 - US cases: 30,583; US deaths: 44; MN cases: 242; deaths by state are not published

Number of partners:

- 9 partners: Lakes and Pines, Kanabec County Sheriff's Office, Kanabec County Times, KBK, Crow's Nest, Northwoods, SWCD, Environmental Services, Kanabec County Emergency Management

Major Training Attended:

- NACCHO Preparedness Summit – presentation to LPHA/Central Region Directors in August
- Public Health Preparedness Workshop (MDH) – grant requirement
- Under One Roof – sheltering and preparedness workshop

Looking Forward:

- Short term:
 - Re-activate the Emergency Preparedness Advisory Committee: Work with Emergency Management to bring leaders and representatives of the community together to collaborate on preparedness efforts for the first time since before COVID! Hoping for a late summer meeting.
- Continuous:
 - Partner with Welia Health for access to vaccine for homebound and persons wishing to be vaccinated by public health.
- Long term:
 - Continue Pandemic Recovery Plan for Public Health Emergency Preparedness (PHEP)
 - Implement improvement plan items.

Other:

- Plans updated/in process:
 - Radiological Plan
 - Communications Plan
 - Continuity of Operations Plan (COOP)
 - Staff Notification Protocol
 - Kanabec County Resource Manual
 - Isolation and Quarantine Plan
- Projects/Plans that have the potential to be regionalized:
 - New Staff Orientation to Emergency Preparedness
 - Health Alert Network Procedure

Nuisance

Reporter: Farah Gajewski, RN,

Nuisance calls: In quarter 2, the nuisance department had a total of one call and provided local blue-green algae education.

The nuisance department received a call regarding multiple safety concerns in a sober living apartment located in the city of Mora. The complaints included mold, leaking roof, exposed insulation with holes large enough to see outside, water leaking through light fixtures, poor working heat and circuits that often trip. The complaint came from a tenant who would be considered a vulnerable adult. The nuisance coordinator reached out to the city of Mora to determine if there had been code violations cited in the past. The building inspector stated that there has been code violations and the landlord has been notified in writing. The nuisance coordinator then called the landlord to set up a time to come and do an inspection with the building inspector from the City of Mora. Upon arriving at the sober living housing, the landlord gave a tour of parts of the building. It was noted that there was exposed fiberglass, a crack in the wall, no fire escape/stairs from the deck located on the second floor, moldy ceiling tiles and electrical concerns. The nuisance coordinator and the building inspector asked that the insulation be covered, and the ceiling tiles be changed within one week. The landlord sent very evident pictures that the immediate requests were taken care of. It was decided between the landlord, the nuisance coordinator and the building inspector that the landlord would have 90 days to fix the rest of the code violations. The landlord reported that they have a contractor lined up so they believe that it will be done in time. The building inspector and the nuisance coordinator plan to make contact with the landlord in August to request inspection.

In the nuisance department, there has also been a concern for blue-green algae. The nuisance coordinator hung signs at boat landings in the county to educate the public on the dangers of blue-green algae. At the very end of June, the nuisance department was notified that there was blue-green algae reported on Knife Lake. The nuisance coordinator and the health promotions coordinator began to make phone calls to educate the public and the businesses on Knife Lake of the dangers of blue-green algae. The nuisance coordinator also hung signs around the lake so the public was aware of the status of the water.

Respectfully Submitted
Kathy Burski, Director/CHS Administrator

LICENSE AGREEMENT

This License Agreement (this “Agreement”) is entered into as of August 27, 2023 (the “Effective Date”) by and between the following:

LICENSOR: Shah Software, Inc.
1 Collinway Pl
Dallas, TX 75230
(800) 968-2748
(432) 224-1014 (facsimile)

LICENSEE: Timber Trails Public Transit
300 Industrial Road
Mora, MN 55051
(320) 364-1351

RECITALS

WHEREAS Licensor develops and markets web-based computer software applications (on demand software) for transportation scheduling commonly referred to as the “Transportation Manager-NewGen System”, and

WHEREAS Licensee desires to acquire a license to use the Transportation Manager-NewGen System, as outlined on Exhibit A attached hereto, and Licensor desires to grant Licensee the license.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1. “Software” means Licensor’s core web-based software application for the Transportation Manager-NewGen System, as outlined on Exhibit A attached hereto. Software as used herein shall also include any options or modules added to the core application as identified on Exhibit B hereto, incorporated herein.

1.2 “Documentation” means all user manuals and other written material created by Licensor to describe the functionality or assist in the use of the Software.

1.3 "Annual License Fee" means the fee to be paid by Licensee to Licenser as consideration for the license(s) granted under this Agreement and the right to use the Software and the Documentation, as further described herein and on Exhibit A.

2. GRANT OF LICENSE

2.1. Grant. Subject to the terms and conditions set forth in this Agreement, Licenser hereby grants to Licensee a nonexclusive, nontransferable license in the Software, to use the Software exclusively for Licensee's business purposes and to use the Documentation solely in connection with Licensee's use of the Software, for use only by the number of licensed users permitted on Exhibit A.

2.2. License Restrictions. Except as specifically granted in this Agreement, Licenser owns and retains all right, title, and interest in the Software, Documentation, and any and all related materials. This Agreement does not transfer ownership rights of any description in the Software, Documentation, or any related materials to Licensee or any third party. Licensee will not modify, reverse engineer, or decompile the Software, or create derivative works based on the Software. Licensee will not grant access to the Software to any persons or entities other than Licensee's employees, consultants, or contractors and then only to the number of licensed users specified in Exhibit A. Licensee may not sell the Software or right to use the Software to any person or make any other commercial use of the Software. Licensee will retain all copyright and trademark notices on the Software and Documentation and will take other necessary steps to protect Licenser's intellectual property rights.

3. FEES & COSTS

3.1. License Fees. In consideration for the License granted to Licensee under this Agreement, Licensee shall pay Licenser:

- (a.) Annual License Fee. The fee provided in Exhibit A attached hereto, and incorporated herein, which includes the Software license fee and the fees for any additional module or component identified on Exhibit B. The Annual License Fee shall accrue and be payable on the 1st day of the first full calendar month following the Effective Date and on the first day of the calendar month of each anniversary of the Commencement Date for each year during the Term

thereafter. On each anniversary date of the Commencement Date, the Annual Licensing Fee may increase by an amount equal to five percent (5%) of the previous year's Annual Licensing Fee (the "Annual Escalation")

- (b.) Initial Set-up & Account Creation – A one-time, non-recurring fee provided in Exhibit A attached hereto, and incorporated herein, which includes fees for the initial set-up and account creation. This fee is payable on or after the Effective date but prior to the commencement date.

3.2 All amounts not paid within ten (10) days of the date on which payment is due will bear interest at the lesser of the highest amount allowed by law or the rate of ten percent (10%) per annum.

3.3 Taxes. In addition to other amounts payable under this Agreement, Licensee will pay any and all federal, state, municipal, or other taxes, duties, fees, or withholding currently or subsequently imposed on Licensee's use of the software or the payment of the License Fee, other than taxes assessed against Licensor's net income. Such taxes, duties, fees, withholding, or other charges will be paid by Licensee or Licensee will provide the appropriate authority with evidence of exemption from such tax, duty, fee, withholding, or charge. If Licensor is required to pay any such tax, duty, fee, or charge, or to withhold any amount from monies due to Licensor from Licensee pursuant to this Agreement, Licensee will promptly reimburse Licensor any such amounts.

4. LICENSOR'S OBLIGATIONS

4.1. Access. On the Commencement Date specified in Exhibit A of this Agreement, Licensor will provide access to the Software, limited to the number of users as specified in Exhibit A, for Licensee's use, together with the Documentation.

4.2. Support and Maintenance. For so long as Licensee subscribes to the Software, and for so long as Licensor offers support and maintenance for users of the Software, Licensor will provide Licensee with telephone technical support, software upgrades as developed, "webinars on request", and mapping upgrades in connection with Licensee's use of the Software included in Licensee's annual License fee.

5. TERM AND TERMINATION

5.1. Term. This Agreement is effective on the Effective Date first specified above. The license granted under this Agreement becomes effective on the Commencement Date specified in Exhibit A. The initial term of this Agreement shall be Three (3) years from the Commencement Date specified in Exhibit A. Unless sooner terminated as set forth in Sections 5.2 and 5.3, below, the Agreement will automatically renew and continue in effect for subsequent terms of equal length immediately upon the expiration of the then current term until the expiration of Licensor's rights in the Software.

5.2. Termination for Convenience. Licensor may terminate this agreement upon thirty (30) days' notice for its convenience if Licensor fails to offer the Software commercially to clients for any reason, including unavailability of Licensor's continued rights in the Software, failure of compatibility with future programs or determination of unprofitability of maintaining the application made by Licensor, in Licensor's sole discretion. Licensor's notice of any termination for convenience must be accompanied by a refund of any prorated payments received by Licensor in advance for periods beyond the termination date. Licensor may also terminate this Agreement solely as to any additional modules, applications, or components in excess of the core application (as identified on Exhibit B) upon thirty (30) days' written notice (without discount or refund) if (i) Licensor's core software application no longer supports such additional modules, applications, or components or (ii) Licensee fails to upgrade any of its hardware or acquire additional hardware necessary to make such modules, applications, or components compatible with Licensor's core

application software. Licensee may also terminate the auto renewal of the license agreement on expiry of the current term by sending a written communication to Shah Software at least 60 days in advance of expiry of current term of licensing agreement.

5.3. Termination for Cause. Either party, as applicable, will have the right, in addition, and without prejudice to any other rights or remedies, to terminate this Agreement as follows:

- a. By Licensor, on 3 days' written notice, if Licensee fails to pay the amounts due to Licensor pursuant to this Agreement;
- b. By Licensor, on 15 days' written notice, if there is a change in control of Licensee, whether by sale of assets, stock, merger, or otherwise;
- c. By either party for any material breach of this Agreement, other than failure to make payments under Section 3, that is not cured within 10 days of receipt by the party in default of a notice specifying the breach and requiring its cure; or
- d. By either party, immediately on written notice, if: (i) all or a substantial portion of the assets of the other party are transferred to an assignee for the benefit of creditors, to a receiver, or to a trustee in bankruptcy; (ii) a proceeding is commenced by or against the other party for relief under bankruptcy or similar laws and such proceeding is not dismissed within 60 days; or (iii) the other party is adjudged bankrupt.

5.4. Rights on Termination. Licensor has and reserves all rights and remedies that it has by operation of law or otherwise to enjoin the unlawful or unauthorized use of the Software or Documentation, including, without limitation, terminating Licensee's access to the Software. Sections 6, 7, and 8 will survive termination or expiration of this Agreement as will any cause of action or claim of either party, whether in law or in equity, arising out of any breach or default.

6. WARRANTIES, DISCLAIMER, AND LIMITATIONS

6.1. Warranties.

(a.) Software and Documentation. Licensor hereby warrants to Licensee that Licensor is the owner of the Software and the Documentation or has the right to grant to Licensee the license to use the Software and Documentation in the manner and for the purposes set forth in this Agreement without violating any rights of a third party.

(b.) Third Party Goods or Services. To the extent the items delivered pursuant to this Agreement include any product developed, manufactured, or delivered by a person or entity other than Licensor, including but not limited to goods, services, software, licenses, applications or code, mobile data computers, tablets, or terminals, LICENSOR

EXPRESSLY DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. All such third party products are delivered and accepted by Licensee "AS-IS, WHERE-IS, and with ALL FAULTS."

6.2. Disclaimer. THE WARRANTIES SET FORTH IN SECTION 6.1, ABOVE, ARE IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION: (a) ANY WARRANTY THAT THE SOFTWARE IS ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; (b) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY; AND (c) ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

6.3. Remedies on Breach of Warranty. In the event of any breach of the warranty set forth in this Section 6, Licensee's exclusive remedy will be for Licensor to refund the license fees actually received from Licensee and applicable to service dates from the date of breach forward.

6.4. Limitation of Liability. LICENSOR IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING THE LOSS OF PROFITS, REVENUE, DATA, OR USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS INCURRED BY LICENSEE OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF LICENSOR OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. CONFIDENTIALITY

7.1. Confidentiality. Licensee acknowledges that the Software and Documentation, and all information relating to the business and operations of the Licensor that Licensee learns or has learned during or prior to the term of this Agreement, is the valuable, confidential, and proprietary information of the Licensor. During the period this Agreement is in effect, and at all times afterwards, Licensee, and its employees, contractors, consultants, and agents, will:

- a. safeguard the confidential information with the same degree of care that it uses to protect its own confidential information;
- b. maintain the confidentiality of this information;
- c. not use the information except as permitted under this Agreement; and
- d. not disseminate, disclose, sell, publish, or otherwise make available the information to any third party without the prior written consent of Licensor.

7.2. Limitations on Confidentiality Restrictions. Section 7.1 does not apply to any information that:

- a. Is already lawfully in the Licensee's possession (unless received pursuant to a nondisclosure agreement);
- b. Is or becomes generally available to the public through no fault of the Licensee;
- c. Is disclosed to the Licensee by a third party who may transfer or disclose such information without restriction;
- d. Is required to be disclosed by Licensee as a matter of law (provided that the Licensee will use all reasonable efforts to provide the disclosing party with prior notice of such disclosure and to obtain a protective order therefore);
- e. Is disclosed by the Licensee with the disclosing party's approval; and
- f. Is independently developed by the Licensee without any use of confidential information.

In all cases, the receiving party will use all reasonable efforts to give the disclosing party 10 days' prior written notice of any disclosure of information under this agreement.

7.3. Injunctive Relief for Breach. Licensor and Licensee acknowledge that any breach of Section 7.1 by a receiving party will irreparably harm Licensor. Accordingly, in the event of a breach, Licensor is entitled to promptly seek injunctive relief, without the requirement to post a bond, in addition to any other remedies that Licensor may have at law or in equity, including, without limitation, immediate termination of this Agreement for Licensee's breach.

8. GENERAL

8.1. Assignment. Licensee may not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this Agreement without Licensor's prior written consent. This Agreement will be binding on the successors and assigns of Licensee.

8.2. Entire Agreement. This Agreement, along with the Exhibits attached and referenced in this Agreement, including Licensor's "General Terms of Use" attached hereto, constitute the final and complete understanding between the parties, and replaces and supersedes

all previous oral or written agreements, understandings, or arrangements between the parties with respect to the subject matter contained in this Agreement.

8.3. Notices. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement will be effective when received, and will be sufficient if given in writing, hand-delivered, sent by facsimile with confirmation of receipt, sent by First Class Mail, return receipt requested, postage prepaid, or sent by overnight courier service and addressed as provided on page 1 of this Agreement or such other address as the parties may provide to the other in writing.

8.4. Governing Law and Jurisdiction. The license is sold and delivered in Collin County, Texas. This Agreement will be governed by and construed in accordance with Texas law, without regard to the principles of conflict of laws. Venue shall be proper only in Collin County, Texas.

8.5. Severability. In case any provision of this Agreement is held to be invalid, unenforceable, or illegal, the provision will be severed from this Agreement, and such invalidity, unenforceability, or illegality will not affect any other provisions of this Agreement.

8.6. Attorney's Fees. In the event of any dispute between the parties arising out of this Agreement, a party awarded damages or a permanent injunction will be entitled, in addition to any other rights and remedies it may have, to recover its reasonable attorney's fees and costs.

IN WITNESS, the parties have caused this Agreement to be executed as of the date written above.

LICENSOR: **SHAH SOFTWARE, INC.**

By: _____
Jagat Shah, President

LICENSEE: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

NO. OF LICENSED USERS:

DISPATCH STAFF:	FIVE
DRIVERS:	TEN

One-Time Initial Setup and Account Creation Fee

Transportation Manager Reservation & Scheduling Dispatching.	Existing module
Tablet Integration for the Drivers	Existing module
Automated Calling / Texting	Not applicable
My-Ride Customer app	Not applicable
Electronic Fare Collection System	Not applicable

ANNUAL LICENSING

Includes toll free support and free upgrades.

Transportation Manager-NewGen

\$29840

Includes Trip reservation, scheduling, dispatching

Includes Driver Application, AVL

COMMENCEMENT DATE:

September 1, 2023

Licensee's Initials: _____

EXHIBIT B

ADDITIONAL APPLICATIONS OR MODULES:

- Transportation Manager Scheduling & Dispatching System
- Driver Application
- AVL

Licensee's Initials: _____

EXHIBIT C

HARDWARE PROCUREMENT

NONE

Licensee's Initials: _____

EXHIBIT D

GENERAL TERMS OF USE

User agrees to abide by these terms of use, as may be changed from time to time upon notice in the Licensor's sole discretion.

Disclaimers. USER HEREBY WAIVES ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE; ANY WARRANTY OF COMPATIBILITY BETWEEN THE SYSTEM, EQUIPMENT, SOFTWARE, OR DATA PROVIDED BY LICENSOR AND CUSTOMER OWNED EQUIPMENT OR SOFTWARE; OR ANY LIABILITY IN NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE, WITH RESPECT TO THE SYSTEM, EQUIPMENT, SOFTWARE, DATA, OR SERVICES FURNISHED HEREUNDER. USER AGREES THAT LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUES, EVEN IF ADVISED OF THE RISK OF SUCH DAMAGES IN ADVANCE. Although Licensor has attempted to find and correct any bugs in the software, Licensor is not responsible for any damage or losses of any kind caused by the use or misuse of the programs. Licensor shall not be liable nor deemed to be in default of this Agreement for any delays, errors, malfunctions, compatibility problems, or breakdowns with respect to the system, equipment, data, or services provided hereunder or used in connection herewith.

Payment. In the event that User fails to pay any amount within thirty (30) days of the date due, Licensor shall be entitled to interest on the amounts due at the highest rate allowed by law from the date due until payment in good funds is received by Licensor. Licensor shall also have the right to terminate User's access, without notice, if any invoice remains unpaid for more than thirty (30) days. User shall pay all sales, use, personal property, excise, license, and any other taxes or similar fees, charges, or assessments which arise as a result of User's use of the software.

Modifications. Licensor retains the right, in its sole discretion, to enhance, modify, or alter the operation of the software at any time and further retains the right to make such enhancements, modifications, or alterations generally available to other users of the software.

Title. Title and full and complete ownership rights to all Licensor's owned or developed software (including source and object code) and other technical specifications, addresses, or configurations (collectively the "Software") associated with or contained in the system or used by User in connection herewith shall remain with Licensor. User understands and agrees that Licensor's owned or developed Software is Licensor's trade secret, proprietary information, and confidential information whether any portion thereof is or may be validly copyrighted or patented. Any Software provided to User is provided by license only, and such license is personal, nonexclusive, nontransferable, and limited to the right to use such Software only according to guidelines established by Licensor from time to time. Such Software shall be utilized by

User only in accordance with these Terms of Use and shall not be copied, duplicated, reproduced, manufactured, decompiled, reverse engineered, incorporated into any software (including any source code, object code, or algorithms), modified or disclosed in any form by any media to any other person or party. User agrees to abide by any terms imposed by any third party that has directly or indirectly licensed Licensor to use Software in relation hereto.

Miscellaneous. Nothing herein is intended or shall be construed to create or establish an agency, partnership, or joint venture relationship between the parties.

The captions herein are for convenience only and in no way define, limit, or enlarge the scope of any of the provisions therein.

No waiver by either party of any provision or any breach of this agreement constitutes a waiver of any other provision or breach, and no waiver shall be effective unless made in writing. The right of either party to require strict performance and observance of any obligations hereunder shall not be affected in any way by any previous waiver, forbearance, or course of dealing.

Except for User's obligation to make payments hereunder, neither party will be deemed in default as a result of a delay in performance or failure to perform its obligations caused by acts of God or governmental authority, strikes or labor disputes, fire, acts of war, failure of third-party suppliers, or for any other cause beyond the control of that party.

User shall not sell, assign, license, sublicense, franchise, or otherwise convey in whole or in part to any third party any of the services provided hereunder without the prior written consent of Licensor.

This is a nonexclusive agreement. Similar agreements may be entered into by Licensor with any other person.

This agreement shall be governed by, construed, interpreted, and enforced according to the laws of the State of Texas, without regard to principles of conflict of laws and rules. Each party hereby consents to the nonexclusive jurisdiction of the courts of the State of Texas and United States federal courts located in the State of Texas to resolve any dispute arising out of this agreement.

In the event that any material provision of these terms are determined to be invalid, unenforceable, or illegal, then such provision shall be deemed to be superseded and the parties' agreement modified with a provision which most nearly corresponds to the intent of the parties and is valid, enforceable and legal.

To the extent of any conflict between these General Terms and the base Agreement that cannot be resolved, the Base Agreement shall control.

Resolution # KCCH – 8/1/2023
SHAH Software Agreement resolution

WHEREAS, SHAH Software Inc. has developed and marketed a web-based computer software application for transportation scheduling called Transportation Manager - NewGen System and,

WHEREAS, Kanabec County's Timber Trails Public Transit desires to acquire a license to use the Transportation Manager-NewGen System and

WHEREAS, SHAH Software Inc. desires to grant Timber Trails Public Transit said license.

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners approves the Agreement for the Transportation Manager-NewGen System web-based computer software application commencing September 1, 2023 and auto-renewing after a three year period, unless previously cancelled by either party, and approves the Transit or Community Health Director signing said Agreement.



As of Date: 06/2023
Report Basis: 2 1 - Cash
 2 - Modified Accrual
 3 - Full Accrual

Save Report: N

Comment:

FUND Range From 15 Thru 15

*** Kanabec County ***



Sheila
7/26/23 9:28AM

TRIAL BALANCE REPORT
As of 06/2023

Report Basis: Modified Accrual

Page 2

15 Community Health Fund

<u>Account</u>	<u>Beginning Balance</u>	<u>Actual This-Month</u>	<u>Actual Year-To-Date</u>	<u>Current Balance</u>
-----Assets-----				
1001 Cash	572,797.85	135,750.64	169,645.64	742,443.49
1003 Audit Adjustments To Cash	3,470.58	0.00	3,470.58-	0.00
1110 Taxes Receivable - Prior & Delinquent	8,694.84	0.00	8,694.84-	0.00
1201 Accounts Receivable (Acc)	122,280.28	0.00	122,280.28-	0.00
1261 Due From Other Funds (Acc)	19,551.26	0.00	19,551.26-	0.00
1281 Due From Other Governments (Acc)	210,237.96	0.00	210,237.96-	0.00
Total Assets	937,032.77	135,750.64	194,589.28-	742,443.49
---Liabilities and Balance-----				
Liabilities				
2020 Accounts Payable	523.17 -	0.00	0.00	523.17 -
2021 Accounts Payable (Acc)	42,813.34 -	0.00	42,813.34	0.00
2030 Salaries Payable	67,009.55 -	0.00	67,009.55	0.00
2091 Due To Other Funds (Acc)	1,864.26 -	0.00	1,864.26	0.00
2100 Due To Other Governments	4,508.34 -	0.00	4,508.34	0.00
2101 Due To Other Governments (Acc)	28,907.61 -	0.00	28,907.61	0.00
2230 Deferred Inflows	8,694.84 -	0.00	8,694.84	0.00
Total Liabilities	154,321.11 -	0.00	153,797.94	523.17 -
Fund Balance				
2881 Assigned Fund Balance	782,711.66 -	0.00	0.00	782,711.66 -
2910 Revenue Control	0.00	453,153.57 -	1,224,073.39 -	1,224,073.39 -
2925 Expenditure Control	0.00	317,402.93	1,264,864.73	1,264,864.73
Total Fund Balance	782,711.66 -	135,750.64 -	40,791.34	741,920.32 -
Total Liabilities and Balance	937,032.77 -	135,750.64 -	194,589.28	742,443.49 -
488 Kanabec Pine Community Health (fka 59)				
-----Assets-----				
Total Assets	0.00	0.00	0.00	0.00
---Liabilities and Balance-----				
Liabilities				
Total Liabilities	0.00	0.00	0.00	0.00
Total Liabilities and Balance	0.00	0.00	0.00	0.00
15 Community Health Fund	0.00	0.00	0.00	0.00

Sheila
7/26/23 9:28AM
15 Community Health Fund

**** Kanabec County ****

TRIAL BALANCE REPORT
As of 06/2023 Report Basis: Modified Accrual



<u>Account</u>	<u>Beginning Balance</u>	<u>Actual This-Month</u>	<u>Actual Year-To-Date</u>	<u>Current Balance</u>
----------------	------------------------------	------------------------------	--------------------------------	----------------------------

Kanabec County Community Health - Board Financial Report
15-484

Through June 2023

Department	Budget	Total year to date/ % of budget	Total	8.33% January	16.67% February	25.00% March	33.33% April	41.67% May	50.00% June	outstanding payments <u>/payments not yet posted</u>
Pilt-Housing Authority										Workforce Dev.
Rev	0		73.76	0.00	0.00	0.00	0.00	0.00	73.76	CTC
Exp	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	FAP
Cares Act COVID-19 Grant										LCTS 8,000.00
Rev	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	LPHG
Exp	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	MCH
Local Public Health Infrastructure										SF/EBHV
Rev	482,287.00	57.47%	277,161.16	5,288.63	0.00	22,458.26	27,321.23	0.00	222,093.04	WIC TANF
Exp	358,571.00	53.57%	192,082.57	44,533.53	48,901.91	18,693.96	24,143.87	17,497.82	38,311.48	RPC 60,111.84
Prevent Infectious Disease										SHIP 31,973.47
Rev	23,100.00	30.46%	7,037.01	617.94	186.43	64.31	27.42	4,154.50	1,986.41	TANF
Exp	22,518.00	36.46%	8,209.35	723.86	1,588.75	728.57	923.28	1,766.84	2,478.05	WIC
Environmental Health										PHEP 9,795.41
Rev	30.00	30.00%	9.00	0.00	3.00	3.00	3.00	0.00	0.00	MN Choice
Exp	5,272.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	mental hlth
Healthy Communities-Adult Health										Suicide Prev 4,134.56
Rev	276,109.00	50.71%	140,004.11	12,988.46	9,642.85	63,640.44	20,885.85	22,242.25	10,604.26	Covid Federal 4,854.98
Exp	260,448.00	40.12%	104,488.41	16,395.40	16,780.96	15,727.44	16,374.02	16,082.49	23,128.10	Home care * <u>23,176.11</u>
Healthy Communities-Health Improvement										142,046.37
Rev	584,957.00	52.82%	308,974.09	12,432.61	18,398.64	74,237.93	75,368.57	41,345.54	87,190.80	* estimate only
Exp	554,054.00	41.10%	227,717.07	31,508.40	42,740.22	31,028.26	41,267.89	24,313.71	56,858.59	
Healthy Communities-Family Health										SCHA Connector - We get
Rev	581,672.00	55.26%	321,439.06	95,339.78	52,084.08	6,195.21	119,765.97	25,402.64	22,651.38	reimbursed twice a year.
Exp	538,977.00	44.74%	241,133.03	36,389.12	38,026.73	39,051.97	41,082.16	37,322.96	49,260.09	Not included above.
Emergency Preparedness										
Rev	219,775.00	39.52%	86,863.33	7,002.77	28,205.24	0.00	22,883.65	11,136.67	17,635.00	
Exp	185,517.00	45.11%	83,695.82	8,487.27	9,215.41	15,201.34	9,717.96	14,128.29	26,945.55	
Assure Access-Case Management										
Rev	349,564.00	46.55%	162,736.76	22,342.40	28,447.31	25,723.98	24,729.15	30,767.00	30,726.92	
Exp	328,046.00	51.51%	168,974.52	24,422.66	29,279.57	28,918.28	22,867.99	25,408.71	38,077.31	
Assure Access-Home Care										HomeCare-This is the billed
Rev	528,000.00	51.41%	271,444.74	34,967.26	31,582.98	40,537.89	55,291.23	48,873.38	60,192.00	amount and we are paid a %
Exp	792,091.00	48.77%	386,315.61	64,076.37	64,636.18	61,105.01	71,401.44	42,752.85	82,343.76	of that and that % varies by
Agency Totals										paysource. Also, VA may pay
Rev	3,045,494.00	51.74%	1,575,743.02	190,979.85	168,550.53	232,861.02	346,276.07	183,921.98	453,153.57	upt to two years after the
Exp	3,045,494.00	46.38%	1,412,616.38	226,536.61	251,169.73	210,454.83	227,778.61	179,273.67	317,402.93	date of the service.

amount has changed

Board Meeting 8/1/23

Abstract Totals for Commissioner Vouchers

Board Meeting 8/1/23	Amount	Vendors	Transactions
Abstract #1	44,568.39	39	88
Abstract #2			
Totals	44,568.39	39	88

Abstract Totals for Auditor Vouchers

Board Meeting 8/1/23	Amount	Vendors	Transactions
Abstract #1			
Abstract #2			
Abstract #3			
Abstract #4			
Abstract #5			
Totals			

Sheila
7/28/23 7:58AM

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 1

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

Explode Dist. Formulas: Y

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

Sheila
7/28/23 7:58AM
15 Community Health Fund

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 2

	Vendor	Name		Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
	No.	Account/Formula	Accr		Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
3	434	Ability Network Inc							
		15-484-487-8453-6211			252.42	July billing svc/eligibility	23M-0103691	Services & Charges	N
2		15-484-493-8452-6211			214.18	July billing svc/eligibility	23M-0103691	Services & Charges	N
1		15-484-496-8447-6211			298.31	July billing svc/eligibility	23M-0103691	Services & Charges	N
	434	Ability Network Inc			764.91	3 Transactions			
	538	Berg/Ashley							
79		15-484-487-8453-6331			5.90	July SF/EBHV mileage		Mileage & Meals	N
78		15-484-496-8447-6331			4.58	June home care mileage		Mileage & Meals	N
	538	Berg/Ashley			10.48	2 Transactions			
	185	Bergstadt/Jennifer							
51		15-484-496-8449-6331			108.73	Jun/Jul HHA mileage		Mileage & Meals	N
	185	Bergstadt/Jennifer			108.73	1 Transactions			
	1396	Biever/Laurie							
75		15-484-496-8449-6331			258.07	Jun/Jul HHA mileage		Mileage & Meals	N
	1396	Biever/Laurie			258.07	1 Transactions			
	877	BlueStar Graphics							
4		15-484-450-0000-6411			30.00	2 posters for county fair	2417	Supplies	Y
	877	BlueStar Graphics			30.00	1 Transactions			
	3094	Burski/Kathy							
53		15-484-450-0000-6240			49.40	parade supplies		Advertising	N
52		15-484-450-0000-6331			187.33	July admin mileage		Mileage & Meals	N
	3094	Burski/Kathy			236.73	2 Transactions			
	298	Childrens Dental Services							
13		15-484-485-8475-6285			557.76	transport equip/staff 040823		Contracted Work	Y
	298	Childrens Dental Services			557.76	1 Transactions			
	1097	Cragun's Conference Center							
80		15-484-485-8480-6331			545.32	lodging/meals PCN training		Mileage & Meals	N
	1097	Cragun's Conference Center			545.32	1 Transactions			
	21	Hampton Inn Duluth							
5		15-484-485-8480-6331			627.00	3 nights hlth human svc conf	88251706	Mileage & Meals	N
6		15-484-485-8480-6331			90.15	taxes hlth human svc conf	88251706	Mileage & Meals	N

Sheila
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15 Community Health Fund

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 3

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
21	Hampton Inn Duluth		717.15	2 Transactions			
54	1326 Hansen/Erika		314.40	Jun/Jul home care mileage		Mileage & Meals	N
	1326 Hansen/Erika		314.40	1 Transactions			
8	4184 Health Dimension Rehabilitation Inc		9,254.78	June PT services		Services & Charges	N
9	15-484-496-8447-6211		11.16-	June attempted visit credit		Services & Charges	N
	4184 Health Dimension Rehabilitation Inc		9,243.62	2 Transactions			
7	324 Healthcare First		104.74	July HHCAHPS fee	5378065	Services & Charges	N
	324 Healthcare First		104.74	1 Transactions			
10	1951 Hemo Cue, Inc		168.00	2 HB 201 single pk cuvettes	1521688	Medical Supplies	N
11	15-484-487-8456-6432		400.00	hemocue HB 201 analyzer	1521688	Medical Supplies	N
12	15-484-487-8456-6432		35.00	shipping and handling	1521688	Medical Supplies	N
	1951 Hemo Cue, Inc		603.00	3 Transactions			
14	3095 Isanti County Public Health		959.79	June eats strategy		Grant Admin- Pass thru	N
15	15-484-485-8468-6880		656.70	June moves strategy		Grant Admin- Pass thru	N
16	15-484-485-8468-6880		3,232.96	June well being strategy		Grant Admin- Pass thru	N
	3095 Isanti County Public Health		4,849.45	3 Transactions			
18	386 ITsavvy LLC		918.12	HP probook 450 G9 notebook	01433322	Computers & Hardware	Y
17	15-484-496-8447-6405		727.86	HP pro desk 400 G7 computer	01433322	Computers & Hardware	Y
	386 ITsavvy LLC		1,645.98	2 Transactions			
19	322 Kanabec County		65.64	2nd quarter postage	PH042	Postage	N
22	15-484-481-8481-6205		100.32	2nd quarter postage	PH042	Postage	N
26	15-484-481-8482-6205		4.38	2nd quarter postage	PH042	Postage	N
29	15-484-485-8480-6205		20.50	2nd quarter postage	PH042	Postage	N
23	15-484-487-8451-6205		68.52	2nd qtr postage	PH042	Postage	N
28	15-484-487-8453-6205		8.28	2nd quarter postage	PH042	Postage	N
20	15-484-487-8456-6205		55.26	2nd quarter postage	PH042	Postage	N

Sheila
7/28/23 7:58AM
15 Community Health Fund

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 4

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
21	15-484-487-8457-6205		223.74	2nd quarter postage	PH042	Postage	N
24	15-484-487-8461-6205		384.36	2nd quarter postage	PH042	Postage	N
27	15-484-493-8452-6205		175.98	2nd quarter postage	PH042	Postage	N
25	15-484-496-8447-6205		4.92	2nd quarter postage	PH042	Postage	N
322	Kanabec County		1,111.90	11 Transactions			
6110	Kanabec County Maintenance Dept						
30	15-484-485-8468-6211		2,685.34	mini grant hydration stations		Services & Charges	N
6110	Kanabec County Maintenance Dept		2,685.34	1 Transactions			
1325	Kanabec County Parade Coordinator						
31	15-484-485-8474-6411		50.00	parade registration		Supplies	N
1325	Kanabec County Parade Coordinator		50.00	1 Transactions			
132	Kanabec Publications						
81	15-484-496-8447-6411		294.00	svc plans, svc agmts, clt emer	062319650	Supplies	N
132	Kanabec Publications		294.00	1 Transactions			
1308	Lejonvarn/Kirsten						
57	15-484-469-8440-6331		19.79	June DPC mileage		Mileage & Meals	N
55	15-484-487-8450-6331		20.96	Jun/Jul mileage		Mileage & Meals	N
56	15-484-487-8453-6331		102.84	Jun/Jul SF/EBHV mileage		Mileage & Meals	N
1308	Lejonvarn/Kirsten		143.59	3 Transactions			
667	Lighthouse Child & Family Services LLC						
33	15-484-487-8453-6211		225.00	reflective practice 05/16/23	7244	Services & Charges	N
34	15-484-487-8453-6211		29.47	travel 05/16/23	7244	Services & Charges	N
35	15-484-487-8453-6211		300.00	reflective practice 06/20/23	7244	Services & Charges	N
36	15-484-487-8453-6211		29.47	travel 06/20/23	7244	Services & Charges	N
32	15-484-490-8489-6211		150.00	reflective practice 06/12/23	7249	Services & Charges	N
667	Lighthouse Child & Family Services LLC		733.94	5 Transactions			
377	Marco Inc						
37	15-484-450-0000-6341		787.11	MX5070v copier agmt		Rental & Service Contracts Copier	N
377	Marco Inc		787.11	1 Transactions			
1143	McKesson Medical-Surgical Govt Solutior						
85	15-484-487-8456-6432		88.51	WIC supplies		Medical Supplies	N
84	15-484-496-8447-6432		18.00	home care supplies		Medical Supplies	N
86	15-484-496-8447-6432		23.93	home care supplies	20876176	Medical Supplies	N

Sheila
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**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
1143	McKesson Medical-Surgical Govt Solutio		130.44	3 Transactions			
38	198 Mille Lacs Co. Community & Veterans Ser						
	15-484-485-8468-6880		1,664.72	June eats strategy		Grant Admin- Pass thru	N
39	15-484-485-8468-6880		901.31	June tobacco strategy		Grant Admin- Pass thru	N
40	15-484-485-8468-6880		1,520.92	June well being strategy		Grant Admin- Pass thru	N
41	15-484-485-8468-6880		2,422.23	June moves strategy		Grant Admin- Pass thru	N
	198 Mille Lacs Co. Community & Veterans Ser		6,509.18	4 Transactions			
82	8040 Miller, Patti						
	15-484-485-8480-6331		184.71	July RPC mileage		Mileage & Meals	N
83	15-484-485-8480-6411		23.97	RPC program supplies		Program Supplies	N
	8040 Miller, Patti		208.68	2 Transactions			
58	52 Olson/Autumn						
	15-484-487-8450-6331		20.96	Jun/Jul TANF mileage		Mileage & Meals	N
59	15-484-487-8451-6331		20.96	Jun/Jul HP mileage		Mileage & Meals	N
60	15-484-487-8453-6331		145.41	Jun/Jul SF/EBHV mileage		Mileage & Meals	N
61	15-484-487-8457-6331		41.92	Jun/Jul MCH mileage		Mileage & Meals	N
62	15-484-490-8486-6331		5.24	July WF development mileage		Mileage & Meals	N
	52 Olson/Autumn		234.49	5 Transactions			
88	1572 Paradise Community Theatre						
	15-484-487-8453-6411		40.00	8 tickets program incentives		Supplies	N
	1572 Paradise Community Theatre		40.00	1 Transactions			
42	632 Pine County Health & Human Services						
	15-484-485-8468-6880		2,759.16	June eats strategy		Grant Admin- Pass thru	N
43	15-484-485-8468-6880		1,579.42	June tobacco strategy		Grant Admin- Pass thru	N
44	15-484-485-8468-6880		2,192.89	June well being strategy		Grant Admin- Pass thru	N
45	15-484-485-8468-6880		1,532.22	June moves strategy		Grant Admin- Pass thru	N
	632 Pine County Health & Human Services		8,063.69	4 Transactions			
63	1030 Ringler/Jennie						
	15-484-496-8449-6331		38.65	Jun/Jul HHA mileage		Mileage & Meals	N
	1030 Ringler/Jennie		38.65	1 Transactions			
64	1322 Ringler/Jezzalyn						
	15-484-496-8449-6331		260.04	Jun/Jul HHA mileage		Mileage & Meals	N

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15 Community Health Fund

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
1322	Ringler/Jezzalyn		260.04	1 Transactions		
3174	Rosburg/Diane					
67	15-484-490-8489-6331		61.57	May COVID mileage		Mileage & Meals N
65	15-484-496-8447-6331		588.85	Mar/Apr home care mileage		Mileage & Meals N
66	15-484-496-8447-6331		345.19	May home care mileage		Mileage & Meals N
3174	Rosburg/Diane		995.61	3 Transactions		
1452	Sandberg/Debbie					
68	15-484-493-8452-6331		53.71	May-Jul CM mileage		Mileage & Meals N
1452	Sandberg/Debbie		53.71	1 Transactions		
1599	St. Louis County HHS Conference Fund					
46	15-484-485-8480-6289		100.00	reg St. Louis Co HHS conf		Staff Development N
1599	St. Louis County HHS Conference Fund		100.00	1 Transactions		
1315	Sundsvold/Miranda					
69	15-484-493-8452-6331		13.76	April CM mileage		Mileage & Meals N
70	15-484-493-8452-6331		75.98	May CM mileage		Mileage & Meals N
71	15-484-493-8452-6331		29.48	June CM mileage		Mileage & Meals N
72	15-484-493-8452-6331		5.90	March CM mileage		Mileage & Meals N
1315	Sundsvold/Miranda		125.12	4 Transactions		
1083	Swanson/Lori					
73	15-484-485-8468-6331		47.82	May-Jul SHIP mileage		Mileage & Meals N
1083	Swanson/Lori		47.82	1 Transactions		
1893	Tamarac Medical,Inc					
87	15-484-487-8451-6432		59.80	lab analysis, lead test	117639	Medical Supplies N
1893	Tamarac Medical,Inc		59.80	1 Transactions		
1333	Tomczak/Kailey					
74	15-484-496-8449-6331		137.55	Jun/Jul HHA mileage		Mileage & Meals N
1333	Tomczak/Kailey		137.55	1 Transactions		
1268	Tomczak/Kristi					
77	15-484-496-8448-6331		55.04	Jun/Jul HM mileage		Mileage & Meals N
76	15-484-496-8449-6331		204.34	Jun/Jul HHA mileage		Mileage & Meals N
1268	Tomczak/Kristi		259.38	2 Transactions		

Sheila
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15 Community Health Fund

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
1328	True Directions, Inc.					
47	15-484-485-8490-6285		600.00	4 wks peer recovery on call	9	Contracted Work Peer Recovery Sup N
48	15-484-485-8490-6285		170.36	cell phone svc	9	Contracted Work Peer Recovery Sup N
49	15-484-485-8490-6285		433.00	admin costs	9	Contracted Work Peer Recovery Sup N
50	15-484-485-8490-6285		304.65	PRSS treatment services	9	Contracted Work Peer Recovery Sup N
1328	True Directions, Inc.		1,508.01	4 Transactions		
15 Fund Total:			44,568.39	Community Health Fund	39 Vendors	88 Transactions
Final Total:			44,568.39	39 Vendors	88 Transactions	

Sheila
7/28/23 7:58AM

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	15	44,568.39	Community Health Fund	
	All Funds	44,568.39	Total	Approved by,
			
			

9:35am Appointment

August 1, 2023

REQUEST FOR BOARD ACTION

a. Subject: Cannabis Committee Update and Request for Input	b. Origination: Cannabis Committee
c. Estimated time: 10 minutes	d. Presenter(s): Kathy Burski, Community Health Director & Brian Smith, Sheriff

e. Board action requested:

f. Background:

Supporting Documents: None: Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

Hemp-derived THC edibles “low-potency hemp edible” and cannabis and cannabis products update

An internal committee of staff has been meeting to discuss possible ordinances for the purpose of protecting public health and safety, mitigating the threat and reduce exposure of young people to the products. We are also hoping to minimize the administrative burden to the county departments.

The committee includes representatives from sheriff’s office, public health, zoning, attorney’s office, coordinator’s office and auditor/treasurer’s office.

The committee is looking to recommend two ordinances at this time.

The first ordinance would regulate/prohibit the use of Cannabis and Cannabis derived products in public places and places of accommodation within Kanabec County.

A “public place” means a public park or trail, public street or sidewalk, any enclosed, indoor area used by the general public, including, but not limited to, theaters, restaurants, bars, food establishments, places licensed to sell intoxicating liquor, wine, or malt beverages, retail businesses, gyms, common areas in buildings, public shopping areas, auditoriums, arenas, or other places of public accommodation.

A “place of public accommodations” means a business, refreshment, entertainment, recreation, or transportation facility of any kind, whose goods, services, facilities, privileges, advantages, or accommodations are extended, offered, sold, or otherwise made available to the public.

The second ordinance would put into place a process for retail establishments to register with the County. There is a requirement in the State law that compliance checks be completed on establishments and the registration process will inform law enforcement of the locations as well as provide some fees that can offset the cost of the compliance checks. The ordinance would also outline allowable local control such as reasonable restrictions on time, place, and manner of operation. Prohibiting retail establishments from being located within 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction in public park used by minors. The ordinance can also limit retailers to 1 per 12,500 people or a number greater than that.

Discussion points with the County Board of Commissioners:

- Feedback on proposed ordinances
- How many establishments does the Board want to allow?

Next Steps:

- If it is the desire of the Board to consider these ordinances, work will be completed on the drafts with the assistance of the County Attorney.
- A Planning Commission meeting will be scheduled along with a public hearing on the ordinances.
- A recommendation will be brought back to the Board.

9:45am Appointment

August 1, 2023

REQUEST FOR BOARD ACTION

a. Subject: Discuss Property Taxes at Point of Sale	b. Origination: Auditor/Treasurer's Office
c. Estimated time: 15 minutes	d. Presenter(s): Denise Snyder, Auditor/Treasurer and Tim Jacobs, Deputy Auditor Property & Tax

e. Board action requested:

Information Only

f. Background:

Supporting Documents: None: ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

10:00am Appointment

August 1, 2023

REQUEST FOR BOARD ACTION

a. Subject: Department Update	b. Origination: Information Systems
c. Estimated time: 15 minutes	d. Presenter(s): Lisa Blowers, Information Systems Director

e. Board action requested:

Department update, information only.

f. Background:

Supporting Documents: None: ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

**August 1, 2023
10:10am Appointment
Agenda of Chad T. Gramentz,
PE Public Works Director**

- | | |
|--|--------------------------|
| 1. Geotechnical Services for Bridge Design | Resolution #1 (08-01-23) |
| 2. Highway Building Fuel Tanks | |
| 3. Purchase Pickups | Resolution #2 (08-01-23) |
| 4. Crack Filling Services | Resolution #3 (08-01-23) |
| 5. Courthouse Parking Discussion | |

**Resolution #1 (8-01-23)
Geotechnical Services for Bridge Design
Br. 33519**

WHEREAS the following quotes were received for geotechnical services for assistance with bridge design of CSAH 17 crossing of Mud Creek:

Chosen Valley Testing	\$8,600.00
American Engineering Testing	\$8,840.00

THEREFORE BE IT RESOLVED to accept the quote of \$8,600.00 by Chosen Valley Testing for geotechnical services on CSAH 17 for the replacement of Br. 33519.

Resolution #2 (8-01-23)

Purchase Pickups

WHEREAS the following quotes were received from North Country GM for three pickups based on state contract CPV pricing:

2024 GMC 1500 Double Cab 4x4	\$38,846.50
2024 GMC 3500 Crew Cab 4x4	\$47,455.80
2024 GMC 3500 Double Cab 4x4	\$45,470.40
Total:	\$131,772.70

WHEREAS pricing and specification sheets were presented before the Board and included herein, and

THEREFORE BE IT RESOLVED to accept the quote of \$131,772.70 by North Country GM for a 2024 GMC 1500 Double Cab 4x4, 2024 GMC 3500 Crew Cab 4x4, and a 2024 GMC 3500 Double Cab 4x4 pickup.

Resolution #3 (8-01-23)

Crack Sealing Services

WHEREAS a quote of \$16,632 was received from Fahrner Asphalt Sealers LLC for polymastic crack filling services for CSAH 21 from CSAH 20 to Pine County Line, and

WHEREAS said crack filling will improve roughness caused by deep, cupping cracks in the driving surface due to the age of the asphalt, and

WHEREAS said quote is based on estimated quantities, and

THEREFORE BE IT RESOLVED to accept the quote of \$16,632 by Fahrner Asphalt Sealers LLC for polymastic crack filling service on CSAH 21.

Chosen Valley Testing, Inc.

Geotechnical Engineering and Testing • 1410 7th St. NW • Rochester, MN 55901 • Phone (507) 281-0968 • Fax (507) 289-2523

Kanabec County Highway Department
c/o: Mr. Andrew Muer, PE
Widseth
610 Fillmore Street
Alexandria, MN 56308
Andrew.Muer@widseth.com

June 30, 2023

**Re: Proposal for Design Phase Geotechnical Evaluation
Proposed Bridge 33519 Replacement
CSAH 17 over Mud Creek
Kanabec County, Minnesota
CVT Proposal Number: 22161.23.MNS**

Dear Mr. Muer,

As requested, we are providing this proposal for geotechnical borings and evaluation for the replacement of Bridge 33519 in Kanabec County, Minnesota. We are familiar with the soil and rock types in the area and are very interested in working on this project. This proposal summarizes our estimated costs for the project.

Project Description

The existing Bridge 33519 is understood to be replaced with a 3-span concrete structure constructed along the same alignment and within 2 feet of existing grades. One boring is desired at each of the proposed abutments for a total of 2 borings. LFRD analysis is required for CIP and H-pile design.

Scope

Based on existing geologic data, alluvial sands overlying glacio-lacustrine clays are expected to be encountered primarily on site. Bedrock is on the order of 100 to 150 feet below the surface and typically consists of sandstone. Based on this information, it is assumed that 100-foot borings would be sufficient for attaining desired pile capacities.

General

Drilling Methods: The borings will be sampled in accordance with the American Society for Testing and Materials (ASTM) Method of Test, D1586 and D1587 procedures. If refusal is encountered within 30 feet of the surface on what appears to be bedrock, the borings will be advanced with mud rotary drilling to better assess the nature of the obstruction. If auger refusal is significantly different between the two borings, the design consultant will be notified. The borings will be sealed per Minnesota Department of Health Regulations.

Laboratory Testing: Extensive laboratory testing is not expected to be necessary for classification purposes. Moisture content and pocket penetrometer tests would be performed on select samples to help estimate soil parameters on site. We would contact you if conditions (such as organic or expansive soils) are suspected which may justify additional testing in order to better assess support qualities.

Reports: A geotechnical engineering report will be prepared for the project. The report will summarize the results of the borings, estimate pile capacities, provide pile type recommendations, and analysis of the stability of assumed 2:1 slopes. An electronic copy of the report will be provided and up to three hard copies can be mailed upon request.

Access and Schedule: The boring locations are assumed to be accessible using standard truck-mounted drilling equipment. This is included in our cost.

Based on available aerial imagery, minimal shoulder space exists along CSAH 17. Therefore, one lane will need to be closed during our exploration. The bridge inventory report indicates a traffic volume of 115 ADT (2020) at the bridge. CVT assumes signs and cones will be sufficient for traffic control. Otherwise, we assume the County can assist.

Prior to drilling, Gopher State One Call would be contacted to have public utilities located on site. Any private utilities will be the Owner's responsibility for locating prior to the day of our exploration. However, private utilities are not expected to exist on site.

Our current schedule would allow us to initiate services within about 5 to 6 weeks of authorization, while also being dependent upon traffic control, weather/road conditions, utility locating, holidays, and any other unforeseen conditions that may cause delay. Work will not take place on extremely cold, hot, or poor road condition days for the safety of our crew and equipment. We expect that the fieldwork will require 1 to 2 days to complete. The report typically requires an additional 5 to 6 weeks to prepare after drilling. CVT should be notified of desired schedules or deadlines so that we may try to accommodate.

Fees and Payment

CVT will perform the requested work scope on a unit cost basis in accordance with the following tabulation on the next page. The total cost would not be exceeded without a change in work scope. Any additional services would be applied according to the provided unit costs. Standby time for our drill crew is \$300 per hour but would not accrue until after the client were notified of conditions causing delay.

Drilling Scope: 2 x 100' or refusal

Unit	QTY.	ITEM DESCRIPTION	UNIT COST	AMOUNT
Drilling Services				
day	2	Drill rig and support vehicle, per day	\$1,500.00	\$3,000.00
lump sum	1	Per diem	\$300.00	\$300.00
boring	2	Drilling, sampling, and sealing, per 100 feet or refusal	\$1,750.00	\$3,500.00
foot	0	Drilling and sampling 100 to 120 feet	\$20.00	\$0.00
foot	0	Additional Bore Hole Grouting, 100 to 120 feet	\$3.00	\$0.00
lump sum	0	Switch over to rotary drilling, lump sum	\$300.00	\$0.00
foot	0	Mud Rotary Drilling, per foot	\$27.00	\$0.00
lump sum	0	Hot water, lump sum	\$200.00	\$0.00
site	1	MDH Bore Hole Sealing Record	\$200.00	\$200.00
Laboratory Services				
lump sum	1	Moisture content and pocket penetrometer tests	\$100.00	\$100.00
Geotechnical Engineering Services				
lump sum	1	Logging, Analysis, and Report, lump sum	\$1,500.00	\$1,500.00
Total				\$8,600.00

An invoice will be mailed to the client when the exploration report is completed. Payment for services is then expected within 30 days. Interest will be added to invoices over 30 days.

Remarks

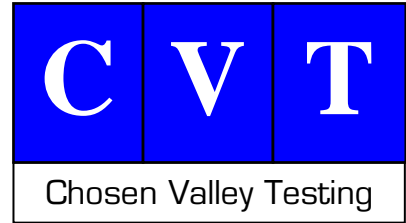
CVT appreciates the opportunity to propose geotechnical services for this project. If you have any questions about our proposal or the arrangements described, please call us at (507) 281-0968.

Sincerely,
Chosen Valley Testing, Inc.



Devin M. Ehler, PE
Geotechnical Engineer

Authorization to Proceed



Proposal for Design Phase Geotechnical Evaluation

Project: Proposed Bridge 33519 Replacement
CSAH 17 over Mud Creek
Kanabec County, Minnesota

Prepared by: Chosen Valley Testing, Inc.

CVT Number: 22161.23.MNS

Commencement of the above Project or Work Package, as outlined in the attached proposal document from Chosen Valley Testing, Inc., is hereby authorized.

Authorizing Person:

Signature

Printed Name & Title

Date

Bill To:

GENERAL CONTRACT PROVISIONS

ARTICLE 1 – PERFORMANCE OF THE WORK

Chosen Valley Testing, Inc. (“CVT”) shall perform the services under this Agreement in accordance with the care and skill ordinarily exercised by members of CVT’s profession practicing under similar circumstances at the same time and in the same locality. Sampling procedures employed by CVT during the Work can indicate actual conditions only at the precise locations from which, and only at the time, samples are taken. CVT may make inferences based upon the results of sampling or related testing to form a professional opinion of conditions in areas beyond those from which samples were taken. However, because a sampling program cannot prove the non-existence or non-presence of conditions or materials, CVT makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

ARTICLE 2 – ADDITIONAL SERVICES

If the Client requests that the CVT perform any services which are beyond the scope as set forth in the Proposal, or if changed or unforeseen conditions require the CVT to perform services outside of the original scope, then, CVT shall promptly notify the Client of cause and nature of the additional services required. Upon notification, CVT shall be entitled to an equitable adjustment in both compensation and time to perform.

ARTICLE 3 – SCHEDULE

Unless specific periods of time or dates for providing services are specified in a separate Exhibit, CVT’s obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. The Client agrees that CVT is not responsible for damages arising directly or indirectly from any delays for causes beyond CVT’s control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, or other natural disasters or acts of God; fires, riots, war or other emergencies; any action or failure to act in a timely manner by any government agency; actions or failure to act by the Client or the Client’s contractor or CVTs; or discovery of any hazardous substance or differing site conditions. If the delays outside of CVT’s control increase the cost or the time required by CVT to perform its services in accordance with professional skill and care, then CVT shall be entitled to a reasonable adjustment in schedule and compensation.

ARTICLE 4 – CONTRACTOR RESPONSIBILITIES

CVT neither guarantees the performance of any Contractor retained by Client nor assumes responsibility for any Contractor’s failure to furnish and perform the work in accordance with the construction documents. Client acknowledges CVT will not direct, supervise or control the work of contractors or their subcontractors, nor shall CVT have authority over or responsibility for the contractors means, methods, or procedures of construction. CVT’s services do not include review or evaluation of the Client’s, contractor’s or subcontractor’s safety measures, or job site safety. Job Site Safety shall be the sole responsibility of the contractor who is performing the work.

ARTICLE 5 – CLIENT RESPONSIBILITIES

Client is responsible to provide CVT with access to the site. Client shall also provide CVT with any other previous geotechnical or other reports, investigations, specifications, plans and other information about the site to which Client has access. Changes in plans and information about the site conditions that becomes known after our report may affect CVT’s opinions.

Drilling, sampling, and other subsurface work will cause disruption to the site and in particular to any paving or other structures in place over the selected sampling locations. CVT will use reasonable care to minimize damage to the site, but CVT has not included the cost of restoring normal damage in the estimated charges contained within its proposal. Client agrees to equitable adjust the contract amount in the event that Client seeks repair of the site in a manner more than is customary in the industry.

ARTICLE 6 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by CVT pursuant to this Agreement are CVT’s Instruments of Service and CVT retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by CVT. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. CVT makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the CVT may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client’s obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the CVT except for the specific purpose intended will be at the Client’s risk and full legal responsibility and Client expressly releases all claims against CVT arising from re-use of the Instruments of Service without CVT’s written consent, verification or adaptation.

The Client will, to the fullest extent permitted by law, indemnify and hold the CVT harmless from any claim, liability or cost (including reasonable attorneys’ fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the CVT. Under no circumstances shall transfer of Instruments of Service be deemed a sale by CVT, and CVT makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. CVT shall be entitled to compensation for any consent, verification or adaptation of the Instruments of Service for extensions of the Project or any other project.

ARTICLE 7 – PAYMENTS

Payment to CVT shall be on a lump sum or hourly basis as set out in the Agreement. CVT is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies CVT in writing of any disputed items within 15 days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. CVT reserves the right to retain products of service until all invoices are paid in full. CVT will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or products of service until all invoices are paid in full. CVT shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client. In addition, CVT may, after giving seven days’ written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges. Payment methods, expenses and rates may be more fully described in Exhibit C and Exhibit E.

ARTICLE 8 – HAZARDOUS MATERIALS

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that CVT is not a user, handler, generator, operator, treater, arranger, storer, transporter or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by CVT.

The Client agrees to indemnify CVT and its officers, subCVT(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or

contaminants of any kind, except that this clause shall not apply to such liability as may arise out of CVT's sole negligence in the performance of services under this Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within CVT's services to be provided under this Agreement.

ARTICLE 9 - INSURANCE

CVT has procured general and professional liability insurance. On request, CVT will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits.

ARTICLE 10 – TERMINATION OR SUSPENSION

If CVT's services are delayed or suspended in whole or in part by Client, or if CVT's services are delayed by actions or inactions of others for more than 60 days through no fault of CVT, CVT shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by CVT in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination CVT shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses. CVT is entitled to payment even if the project does not go forward or is not constructed.

This Agreement may be terminated by either party upon thirty days' written notice without cause. CVT shall upon termination only be entitled to payment for the work performed up to the Date of termination. In the event of termination, copies of plans, reports, specifications, electronic drawing/data files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the CVT pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client upon payment of all amounts due as of the date of termination. All provisions of this Agreement allocating responsibility or liability between the Client and CVT shall survive the completion of the services hereunder and/or the termination of this Agreement.

ARTICLE 11 - INDEMNIFICATION

The CVT agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the CVT's negligence or willful misconduct.

The Client agrees to indemnify and hold the CVT harmless from any damage, liability or cost to the extent caused by the Client's negligence or willful misconduct.

ARTICLE 12- WAIVER OF CONSEQUENTIAL DAMAGES

The CVT and Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the Client for rental expenses, for loss of use, loss of income, lost profit, project delays, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and (2) Damages incurred by the CVT for principal office expenses including the compensation for personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work. The CVT and Client further agree to obtain a similar waiver from each of their contractors, subcontractors or suppliers.

ARTICLE 13 - ASSIGNMENT

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CVT or Client. This Agreement is for the exclusive benefit of CVT and Client and there are no other intended beneficiaries of this Agreement.

ARTICLE 14 - CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and CVT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 15 - CONFIDENTIALITY

The CVT agrees to keep confidential and not to disclose to any person or entity, other than the CVT's employees, and the general contractor and subcontractors, if appropriate, any data and information furnished to the CVT and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CVT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CVT to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 16 – LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Client agrees to limit the CVT's liability for any claims by or through the Client to the sum of Fifty Thousand Dollars (\$50,000). This limitation shall apply regardless of the cause of action or legal theory pled or asserted. In addition, Client and CVT each agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns. This mutual waiver shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

ARTICLE 17 - CONTROLLING LAW

This Agreement is to be governed by the laws of the State of the location of the Project. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled by the law of the state of the location of the Project.

ARTICLE 18 - LOCATION OF UNDERGROUND IMPROVEMENTS

Client shall provide CVT all information that Client has about buried objects at the site. Where requested by Client, CVT will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, CVT may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where CVT has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the CVT for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the CVT.

June 27, 2023

Mr. Chad T. Gramentz, P.E.
Kanabec County Highway Department
903 Forest Avenue East
Mora, MN 55051

RE: Proposal for Geotechnical Services
Replacement of Bridge No. 33519
Kanabec County, Minnesota
AET #P-0024266

Dear Mr. Gramentz:

American Engineering Testing, Inc. is pleased to submit a proposal for this project. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, a fee schedule, and an estimate of charges for our services.

Purpose

The purpose of this geotechnical work is to explore the subsurface conditions at the site, and based on our characterization of the obtained data, to prepare a geotechnical engineering report presenting comments and recommendations to assist you and your design team in planning and construction.

Project Information

We understand that you are planning to replace the existing Bridge No. 33519 in Kanabec County. We understand the proposed bridge will be 3 span, timber slab span structure on integral abutments. We assume the bridge will be supported by driven pile. The anticipated LRFD Factored pile loads will be approximately 100 tons/pile at the abutments and 130 tons/pile at the piers.

Scope of Services

Field Exploration

As requested by you, our subsurface exploration program will consist of the following:

- Perform two (2) standard penetration test borings (ASTM:D1586) to a depth of 100 feet or obstruction each. We anticipate that MnDOT 2500 Blow Count Criteria will be met within 80 to 100 feet of the ground surface.
- Seal the boreholes per Minnesota Department of Health requirements.
- Dimension and document boring locations based on the existing surface features.
- Obtain surface elevations at each boring location based on provided/assumed benchmarks.

We have not had an opportunity to observe the project sites; we assume that the proposed boring locations will be accessible to our truck mounted equipment. Due to the low traffic volume roadways, we assume traffic control can be accomplished through the use of signs and cone and a flag person will not be required.

We will drill the borings using hollow stem augers or by rotary mud drilling, and sampling by the split-barrel method (ASTM D1586). Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, "blows per foot"), preliminary soil classification, and observed groundwater levels. Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing and final classification. We will backfill the boreholes and soundings.

Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard to pedestrians. We assume that the property owner will backfill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with pedestrian injury. Accessing the boring locations may leave ruts in the ground. We assume that the property owner will perform any site restoration work. We have not included a fee for site restoration in our cost estimate.

Underground Utilities

Before we drill, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, storm sewer, sprinkler systems, site lighting, and electric and data lines between buildings. **The property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans and records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

Laboratory Testing

Our services will include index laboratory testing of selected soil samples to aid in judging engineering properties of the soils. In this proposal, we have budgeted \$400.00 for geotechnical laboratory testing. If conditions are encountered which indicate the laboratory program should be expanded for proper evaluation, we will review the recommended tests and associated cost with you prior to proceeding.

Engineering Report

Upon completion of the drilling and laboratory work, we will prepare a geotechnical report describing the subsurface conditions encountered and presenting our foundation recommendations for the bridge foundations. The report will also discuss earthwork recommendations. Our geotechnical engineering opinions and recommendations regarding the following:

- Grading procedures to prepare the proposed bridge area, including comments on the suitability of the on-site soils for reuse as fill.
- Pile capacities, resistance factors, and lengths for all appropriate pile types based on the AASHTO-LRFD design method

- Foundation types and depths, including estimates of foundation settlement
- Recommendations for the abutment in slope rate
- Comments on other items which may affect final performance or constructability, such as frost heave and drainage considerations

Insurance

For the mutual protection of you and American Engineering Testing, we maintain both general and professional liability insurance. Certificates of such insurance can be provided at your request.

Project Direction

Services we perform on your project will be done under the direction of an experienced geotechnical engineer registered in the State of Minnesota.

Fees

The scope of work defined in this proposal will be performed on a time and materials basis in accordance with the attached schedule of fees. For the scope of work described above, the estimated cost will be as follows:

<u>Task</u>	<u>Cost</u>
Mobilization/Demobilization/Per Diem	\$1,400.00
Clear Utilities	\$200.00
Soil Borings	\$5,000.00
MDH Sealing Notification	\$140.00
Laboratory Testing	\$400.00
Report and Project Management	\$1,700.00
TOTAL	\$8,840.00

We would not exceed \$8,840.00 without prior authorization. If additional drilling is required for proper soil evaluation it would be charged at a unit rate of \$25/foot.

In the event the scope of our services needs to be revised due to unanticipated conditions or for proper evaluation, we will review such scope adjustments and the associated fees with you and receive your approval before proceeding.

Minnesota Department of Health Fees

Effective July 1, 2019, the Minnesota Department of Health (MDH) has changed the borehole sealing and notification requirements. For sites where borings are drilled to a depth of 15 feet or deeper, all licensed drilling companies are required by law to grout the boreholes upon completion. For borings 25 feet in depth or deeper all licensed drilling companies must submit written notification to the MDH prior to drilling along with a fee of \$75. Projects that span multiple properties will require multiple notifications. The MDH also requires that a Sealing Record be submitted to the MDH, with a copy to you, after the borings are completed. The above fee estimate for our geotechnical services includes the MDH fee for the proposed scope of drilling; however, because final boring depths can change, for example, due to possible unanticipated poor soil conditions, the final MDH fee (including an administrative charge of \$65 per notification) will be added, if necessary, to our final invoice to you.

The MDH Notification and Sealing Record requires the Property Owner name and mailing address (the Property Owner will also receive a copy of the Sealing Record). Please provide this information below.

Property Owner's name/company name:

Property Owner's mailing address:

Performance Schedule

Weather permitting; we anticipate drilling operations can begin within about three (3) to four (4) weeks after receiving authorization to proceed. Verbal results of the drilling activities can be obtained shortly after completion of the drilling. We anticipate the geotechnical report can be prepared within about one (1) week to two (2) weeks after completion of the field work. We are available to review special schedule needs with you.

Environmental Concerns

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposed does not cover environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

Terms and Conditions

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

Acceptance

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

We have enclosed with this proposal a copy of the "Environmental/Geotechnical Service Agreement-Terms and Conditions." The terms contained in this attachment are incorporated herein and are an integral part of this contract for professional engineering services.

If you have any questions regarding our services, or need additional information, please do not hesitate to contact us.

Sincerely,

American Engineering Testing, Inc.



Thomas M. James
Manager – Marshall

tjames@teamAET.com

W: 507.532.0771

C: 507.530.4297

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0024266

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER AND EMAIL: _____

DATE: _____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME: _____

BILLING/MAILING ADDRESS: _____

AP PHONE NUMBER AND INVOICE EMAIL: _____

P.O. NO./ PROJECT NO.: _____

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries.

AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are provided, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

3.1 - AET’s sole responsibility under this section will be to contact the state “call before you dig” notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

3.2 - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

3.4 - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 –

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

9.5 - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.

9.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 - AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

11.4 - AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 13 - MEDIATION

13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 15 and 18, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an additional Insured.

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 16 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 18 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at *29 Code of Federal Regulations Part 471, Appendix A to Subpart A*. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the Services.

SECTION 21 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

AMERICAN ENGINEERING TESTING, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

550 CLEVELAND AVE. N.

Requester's name and address (optional)

6 City, state, and ZIP code

ST. PAUL, MN 55114

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 1 - 0 9 7 7 5 2 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Philip Chene

Date ►

1/1/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



AMERCON-12

KREYNOLDS1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 20443386 Hub International Great Plains 245 E. Roselawn Avenue Suite 31 Saint Paul, MN 55117-1940	CONTACT NAME: Ann Ross PHONE (A/C, No, Ext): (651) 288-5137 E-MAIL ADDRESS: ann.ross@hubinternational.com FAX (A/C, No): (651) 286-0560
INSURER(S) AFFORDING COVERAGE	
INSURER A : The Phoenix Insurance Company	NAIC # 25623
INSURER B : The Travelers Indemnity Company of America	25666
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : The Travelers Indemnity Company	25658
INSURER E : Continental Casualty Company	20443
INSURER F :	

INSURED
AMERICAN CONSULTING SERVICES INC
AMERICAN ENGINEERING TESTING INC
AMERICAN PETROGRAPHIC SERVICES INC
550 CLEVELAND AVE N
ST PAUL, MN 55114-1804

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			P630539K8896PHX23	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8102L6457122343G	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP3K2260092343	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB9H9151012343G	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	PROF/POLL LIABILITY			ECH254066939	1/1/2023	1/1/2024	EACH CLAIM 10,000,000
E	RETRO: 070287			ECH254066939	1/1/2023	1/1/2024	AGGREGATE 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RENEWALS: contracts@teamAET.com

CERTIFICATE HOLDER

CANCELLATION

ILLUSTRATION CERTIFICATE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

QUOTATION		NORTH COUNTRY GM			
CONTRACT # 199799		1502 E HOWARD ST HIBBING, MN 55746 218-263-7578 218-263-7576		BOB O'HARA 218-349-8955 rwohara01@aol.com	
EST DELIVERY TIME 140 -210 ARO					
		GTR-8			
BASE MODEL	2024 GMC 1500 DOUBLECAB PRO 4X4 w/6'6" BOX 147" WB	TK10753	\$	39,075.30	
STD	Engine, 2.7L Turbo 310 hp [231 kW] @ 5600 rpm, 348 lb-ft of torque [471 Nm] @ 1500 rpm)(Not available with (VYU) Snow Plow Prep Package	L3B	X	STD	
(1,320.00)	Special Discounty only for the L3B Engine		X	-\$1,320.00	
	Transmission, 8-speed automatic, electronically controlled	MQE		STD	
1,403.60	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring Dynamic Fuel Management(Includes (KW7) 170-amp alternator and (MHT) 10-speed automatic transmission.Not available with T*10703 models.)	I84		-	
	Transmission, 10-speed automatic, (Column shifter) electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking(Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	MHT		STD	
	AIR CONDITIONING FRT			STD	
STD	CHROME BUMPERS		X	STD	
325.60	Fleet Convenience Package includes (K34) cruise control and (DLF) outside power mirrors(Not available with (PCI) Convenience Package, (WBP) Graphite Edition or (PEB) Pro Value Package. Available to upgrade to (DPO) outside power-adjustable vertical trailering mirrors.Includes (QT5) Lift power lock and release tailgate when (H0U) Jet Black interior trim is ordered.and is not available with (H0U) Jet Black interior trim.)	ZLQ	x	\$325.60	
347.60	LT265/70R-17 ALL TERRAIN (5)	RC5		-	
347.60	Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance	Z82	x	\$347.60	
352.00	Snow Plow Prep Package includes roof emergency light provisions, (KW5) 220-amp alternator, (K47) high-capacity air filter, (NZZ) skid plates and heavy-duty front springs. (Requires 4WD model, (L82) 5.3L EcoTec3 V8 engine	VYU		-	
88.00	BLOCK HEATER	K05	x	\$88.00	
242.00	BRAKE CONTROLLER	JL1		-	
132.00	220 AMP ALT (only)	KW5		-	
699.90	Black ASSIST STEPS (May have to substitute brands during the model year due to shortage.	RVS		-	
176.00	DASH SWITCH AUTO TRAC 4X4	NQH		-	
132.00	UPFITTER SWITCHED (kit shipped loose, req additional upfitter wiring)	9L7	x	\$132.00	
165.00	Upfitter Switch Wiring Comleted to make wiring easier	DLR2		-	
198.00	110 VOLT POWER OUTLET UNDER DASH & BOX	KC9	x	\$198.00	
479.60	SPRAY BEDLINER	CGN		-	
347.60	LOCKING REAR AXLR	G80		-	
699.90	ASSIST STEPS BLACK 6" RECTANGULAR	RVQ		-	
699.90	BLACK	RVS		-	
121.44	Back-up alarm, 97 decibels	8S3		-	
637.00	LPO, Tri-fold soft tonneau cover Requires Crew Cab or Double Cab model. Not available with any other tonneau cover.)	63B		-	
				-	
275.00	ADDITIONAL KEY/FOB COMB EA	QTY 0	\$	-	
435.60	Cardinal Red	G7C		-	
435.60	Onyx Black	GBA		-	

435.60	Thunderstorm Gray	GNO		-
435.60	Sterling Metallic	GXD		-
435.60	Downpour Metallic	GXP		-
435.60	SPECIAL PAINT	9V5		-
EXT COLOR	SUMMIT WHITE	GAZ	X	STD
INT TRIM COLOR	BLACK CLOTH TRIM	H1T	X	STD
	TOTAL			\$ 38,846.50
2,525.02	6.85% SALES TAX			-
251.25	LICENCE TITLE & REG			-
20.00	TRANSIT TAX			-
	TOTAL per UNIT			\$ 38,846.50
	QTY	1		\$ 38,846.50

purchase order number contact customer phone email billing address delivery address date ordered order #	

QUOTATION		NORTH COUNTRY GM			
CONTRACT # 199799		1502 E HOWARD ST			
		HIBBING, MN 55746			
EST DELIVERY TIME		218-263-7578		BOB O'HARA	
120 - 180 ARO		218-263-7576		218-349-8955	
				rwohara01@aol.com	
		GTR-30			
BASE MODEL	2024 GMC SIERRA 3500 LB SRW	TK30943		\$	45,932.80
	4X4 CREW CAB w/ 8 FT BOX				
	GVW 11,500				
4,421.00	SLE TRIM PKG UPGRADE Includes brake controller, Deep Tinted Rear Glass, Keyless Start, Steering Wheel Contols, Auto Trac Transfer Case.				-
ADDED OPTIONS	6.6L V8	L8T	X		STD
	10 SPEED AUTO	MYD	X		STD
	3.73:1 AXLE RATIO	GT4	X		STD
8,703.20	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible (445 hp [332 kW] @ 2800 rpm, 910 lb-ft of torque [1220 Nm] @ 1600 rpm) (Requires (JL1) Trailer brake controller. Regular Cab models requires (PCI) Convenience Package or (ZLQ) Fleet Convenience Package. Includes (K05) engine block heater.)	LP5			-
STD w/DIESEL	Transmission, Allison 10-speed automatic (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Not available with (PTO) Power take-off.)	MGM			-
1,201.20	Gooseneck / 5th Wheel Package includes (Z6A) Gooseneck / 5th Wheel Prep Package. (Regular Cab models require (PCI) Convenience Package or (ZLQ) Fleet Convenience Package. Includes (JL1) Trailer brake controller and (CGN) spray-on bed liner.	CMT			-
	AIR CONDITIONING FRT				STD
STD	CHROME BUMPERS		X		STD
(1,016.40)	Box Delete includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete.(Requires long bed model.)*CREDIT*	ZW9			-
668.00	Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) cruise control, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trailering with heated upper glass (Not available with (PCI) Convenience Package or (QK2) GMC MultiPro Tailgate.	ZLQ	X		\$668.00
STD	LT275/70R-18E ALL TERRAIN	QF6	X		STD
334.60	Spare Tire w/ZW9 only	ZYQ			-
88.00	BLOCK HEATER	K05	X		\$88.00
242.00	BRAKE CONTROLLER	JL1	X		\$242.00

264.00	Snow Plow Prep Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. (Requires 4WD model and includes (KW5) 220-amp alternator and is upgradeable to (KHF) Dual alternators (220-amp primary, 170- amp auxilliary).	VYU		-
176.00	DEEP TINTED REAR GLASS	AK0		-
660.00	CHROME ASSIST STEPS	VXJ		-
479.60	SPRAY BEDLINER	CGN		-
176.00	DASH SWITCH AUTO TRAC 4X4	NQH		-
118.80	AUX BATTERY	K4B		-
198.00	120 VOLT OUTLET IN CAB AND BOX	KC9	x	\$198.00
132.00	UPFITTER SWITCHED (kit shipped loose, req additional upfitter wiring)	9L7	x	\$132.00
150.00	Dealer Completed Wiring of Upfitter Switches	DLR1		-
48.40	ROOF MARKER LIGHTS	U01		-
198.00	REAR WINDOW DEFROSTER	C49		-
121.40	BACKUP ALARM	8S3		-
445.00	REMOTE START	DLR1		-
39.60	2 ADDITIOAL KEYS (no fobs)	5H1		-
245.00	ADDITIONAL KEY/FOB COMB EA	0		\$ -
165.00	Install Upfitter switch Wiring	DLR3	x	\$165.00
435.60	CARDINAL RED	G7C		-
EXT COLOR	STD WHITE	GAZ	X	STD
INT TRIM COLOR	BLACK CLOTH TRIM	H1T	X	STD
	TOTAL			\$ 47,425.80
3,082.68	6.5% SALES TAX			-
199.25	LICENCE TITLE & REG			-
20.00	TRANSIT TAX		X	\$ 20.00
	TOTAL per UNIT			\$ 47,445.80
	QTY	1		\$ 47,445.80

Yes Rear Backup camera

purchase order number	
contact	
customer	
phone	
email	
billing address	
delivery address	
date ordered	
order #	

QUOTATION		NORTH COUNTY GM			
CONTRACT # 199799		1502 E HOWARD ST HIBBING, MN 55746 218-263-7578		BOB O'HARA 218-349-8955 rwohara01@aol.com	
EST DELIVERY TIME 120 - 180 aro		218-263-7576			
		GTR-26			
BASE MODEL	2024 GMC SIERRA 3500 SRW	TK30953		\$	44,078.00
	4X4 DOUBLE CAB w/ 8 FT BOX				
	GVW 11,400 Dual Rear Wheels			\$	-
No Dual rear wheels					
ADDED OPTIONS	6.6L V8 GAS	L8T	X		STD
	10 SPEED AUTO	MYD	X		STD
N/C	10,000 GVW RATING	C44	X		N/C
8,703.20	Engine, Duramax 6.6L Turbo-Diesel V8, B20-Diesel compatible (445 hp [332 kW] @ 2800 rpm, 910 lb-ft of torque [1220 Nm] @ 1600 rpm) (Requires (JL1) Trailer brake controller. Regular Cab models requires (PCI) Convenience Package or (ZLQ) Fleet Convenience Package. Includes (K05) engine block heater.)	LP5			-
STD w/DIESEL	Transmission, Allison 10-speed automatic (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Not available with (PTO) Power take-off.)	MGM			-
(1,016.20)	Pickup bed, delete includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete. (Requires long bed model and 17" or 18" wheels.) *CREDIT*	ZW9			-
64.40	Rear Backup Camera W/ZW9	5N5	x		\$64.40
334.40	Spare Tire & Wheel to match w/ ZW9 Box Delete Option	ZXT			-
STD	AIR CONDITIONING FRT				STD
STD	CHROME BUMPERS		X		STD
668.00	Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) cruise control, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trairling with heated upper glass (Not available with (PCI) Convenience Package or (QK2) GMC MultiPro Tailgate.	ZLQ	X		\$668.00
1,152.00	Convenience Package (When ordered with (ZW9) pickup bed delete, deletes (QT5) tailgate and (UF2) lighting.) includes (AQQ) Remote Keyless Entry, (QT5) EZ Lift power lock and release tailgate, (AKO) tinted glass, (UF2) LED cargo bed lighting, (C49) rear-window defogger, (DBG) outside power-adjustable vertical trairling with heated upper glass and (K34) cruise controlNote: (QT5) EZ Lift power lock and release tailgate can be upgraded to (QK2) GMC MultiPro Tailgate. Not available with TC30943 or TC30953 dual rear wheel models with (ZW9) pickup bed delete.)	PCI			-
STD	LT275/70R-18E	QF5	X		STD
88.00	BLOCK HEATER	K05	X		\$88.00
242.00	BRAKE CONTROLLER	JL1	X		\$242.00
264.00	Snow Plow Prep Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. (Requires 4WD model and includes (KW5) 220-amp alternator and is upgradeable to (KHF) Dual alternators (220-amp primary, 170- amp auxiliary).	VYU			-
783.20	1SA Driver Alert Package I includes (UD5) Front and Rear Park Assist, (UKC) Lane Change Alert with Side Blind Zone Alert and (UFG) Rear Cross Traffic Alert(Includes Perimeter Lighting.Requires (PCI) Convenience Package or (ZLQ) Fleet Convenience Package and (C49) rear-window defogger, (JL1) Trailer brake controller, (KI4) 110-volt AC power outlet, (KC9) 120-volt bed-mounted power outlet and (DWI) trailer mirrors.	PQA			-

633.60	Mirrors, outside power-adjustable vertical trailing with heated and auto-dimming upper glass lower convex mirrors, turn signal indicators, puddle lamps, perimeter lighting, auxiliary lighting, power folding/manual extending (extends 3.31" [84.25mm]), Black(Requires (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.Includes (DD8) auto-dimming rearview mirror.(DD8) auto-dimming rearview mirror will be upgraded to (DRC) Rear Camera mirror when (UVO) Bed View Camera is ordered.)	DW1		-
N/C	Decal and name plate delete, tailgate (Deletes badges, decals and nameplates on truck exterior to allow for upfitters to paint or wrap the vehicle. Retains GMC emblems.)	9M4		-
N/C	Decal delete, Pickup bed (Deletes any bed mounted decals)	9M1		-
470.80	Rear Camera Mirror inside rearview auto-dimming with full camera display(Requires (PCI) Convenience Package or (ZLQ) Fleet Convenience Package. Replaces (D31) manual tilt rearview mirror. Replaces (DD8) auto-dimming rearview mirror when (DWI) trailer mirrors are ordered. Not available on Regular Cab models or with (ZW9) pickup bed delete.)	DRZ		
N/C	Seats, Driver and passenger front individual seats Driver and passenger front individual seats derived from a 40-20-40 split bench seat with the 20% section removed. Also removes the USB port and auxiliary power outlet when (AZ3) bench seat is ordered. Does not include a floor console. All exposed floor area will remain untrimmed.(Requires (BG9) vinyl floor covering.)	5Y1		
176.00	DEEP TINTED REAR GLASS	AK0		-
699.00	BLACK ASSIST STEPS	VXJ		-
479.60	SPRAY BEDLINER	CGN		-
176.00	DASH SWITCH AUTO TRAC 4X4	NQH		-
118.80	AUX BATTERY	K4B		-
198.00	120 VOLT OUTLET IN CAB AND BOX	KC9	x	\$198.00
132.00	UPFITTER SWITCHED (kit shipped loose, req additional upfitter wiring)	9L7	x	\$132.00
165.00	Install factory wiring for Upfitter Swites	DLR1		-
48.40	ROOF MARKER LIGHTS	U01		-
198.00	REAR WINDOW DEFROSTER	C49		-
121.40	BACKUP ALARM	8S3		-
445.00	REMOTE START	DLR1		-
				-
275.00	ADDITIONAL KEY/FOB COMB EA	0		\$ -
165.00	UPFITTER SWITCH WIRING INSTALL	DLR1		-
EXT COLOR	STD WHITE	GAZ		STD
INT TRIM COLOR	BLACK CLOTH TRIM	H1T		STD
	TOTAL			\$ 45,470.40
2,955.58	6.5% SALES TAX			-
199.25	LICENCE TITLE & REG			-
20.00	TRANSIT TAX			-
	TOTAL per UNIT			\$ 45,470.40
	QTY	1		\$ 45,470.40

purchase order number	
contact	
customer	
phone	
email	
billing address	
delivery address	
date ordered	
order #	

PROPOSAL / CONTRACT

Job. No. _____

Date: July 12, 2023

PLOVER, WI 54467
2800 Mecca Drive
Ph.: 715.341.2868
Fax: 715.341.1054

WAUNAKEE, WI 53597
316 Raemisch Road
Ph.: 608.849.6466
Fax: 608.849.6470

KAUKAUNA, WI 54130
860 Eastline Road
Ph.: 920.759.1008
Fax: 920.759.1019

EAU CLAIRE, WI 54703
6615 U.S. Hwy 12 W
Ph.: 715.874.6070
Fax: 715.874.6717



Pavement Maintenance Contractors

EEO/AA Employer

CORPORATE OFFICE: 1.800.332.3360

FREDERIC, WI 54837
3468 115th Street
Ph.: 715.653.2535
Fax: 715.653.2553

SAGINAW, MI 48601
2224 Veterans Memorial Pkwy
Ph.: 989.752.9200
Fax: 989.752.9205

DUBUQUE, IA 52002
7680 Commerce Park
Section C
Ph.: 563.556.6231
Fax: 563.588.1240

OAKDALE, MN 55128
7500 Hudson Blvd., Ste. 305
Ph.: 651.340.6212
Fax: 651.340.6221

Contact Name: **CHAD GRAMENTZ**

Contract Price

T.B.D.

PURCHASER: **KANABEC COUNTY**

TELEPHONE: **(320) 679-6300**

ADDRESS: **903 E FOREST AVE
MORA, MN 55051**

DESCRIPTION OF PROPERTY:

**Kanabec County
3114 355th Ave
Sandstone, MN 55051**

1. FAHRNER Asphalt Sealers, L.L.C. (CONTRACTOR) and PURCHASER agree that, CONTRACTOR shall furnish the labor and materials to complete certain construction in accordance with the following specifications:

The Pricing below reflects the one mile of road on CSAH 21. From Velvet St east one mile to the Pine County Line

Flex Patch = \$13,680

Blow out and clean cracks with compressed air and heat lance. Flood area with Polyfiber Flex-Patch to repair as necessary. Cover immediately with Asphalt coated aggregate applied with a mechanical blower.
This quote includes sealing cupped cracks 3/8" and deeper

Polymastic = \$16,632

Blow and clean cracks with compressed air and heat lance. Seal with Crafcoc Mastic One or equal. Overband cracks using hand squeegee method.
This quote includes sealing cupped cracks 3/8" and deeper

This proposal may be withdrawn if not accepted and received by CONTRACTOR within 15 days of the date above and/ or at any time before performance of the work hereunder upon CONTRACTOR'S determination that the PURCHASER is not creditworthy.

2. If proposal is accepted please sign, retain one copy and forward a copy to our office.

3. The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of T.B.D. and/or the unit prices

specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work.

PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all the terms and conditions on back.

CONTRACTOR:

Fahrner Asphalt Sealers, LLC: 763-482-9640
lucas.chapman@fahrnerasphalt.com

Lucas Chapman

(PRINT OR TYPE NAME)

PURCHASER:

I have read and understand the terms and conditions on both sides of this contract.

By: _____

(PURCHASER AUTHORIZED REPRESENTATIVE)

By: _____

(CONTRACTOR REPRESENTATIVE)

Date: July 12, 2023

Date of acceptance: _____

TERMS AND CONDITIONS

NOTICE OF LIEN RIGHTS

PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE IMPROVEMENT OF REAL PROPERTY MAY ENFORCE A LIEN UPON THE IMPROVED LAND IF THEY ARE NOT PAID FOR THEIR CONTRIBUTIONS, EVEN IF THE PARTIES HAVE NO DIRECT CONTRACTUAL RELATIONSHIP WITH THE OWNER. MINNESOTA LAW PERMITS THE OWNER TO WITHHOLD FROM THE OWNER'S CONTRACTOR AS MUCH OF THE CONTRACT PRICE AS MAY BE NECESSARY TO MEET THE DEMANDS OF ALL OTHER LIEN CLAIMANTS, PAY DIRECTLY THE LIENS AND DEDUCT THE COST OF THEM FROM THE CONTRACT PRICE, OR WITHHOLD AMOUNTS FROM THE OWNER'S CONTRACTOR UNTIL THE EXPIRATION OF ONE HUNDRED TWENTY (120) DAYS FROM THE COMPLETION OF THE IMPROVEMENT UNLESS THE CONTRACTOR FURNISHES TO THE OWNER WAIVERS OF CLAIMS FOR MECHANICS' LIENS SIGNED BY PERSONS WHO FURNISHED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO PROVIDED THE OWNER WITH TIMELY NOTICE.

ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless excepted to in writing within seven (7) days of performance.

EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining any and all permits which may be required in connection with the performance of this Proposal/Contract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface to eliminate potential cracking. PURCHASER assumes all liability for any damages done to underground utilities and/or structures unless CONTRACTOR has been notified, upon acceptance of this Proposal, as to the specific location and depth of any such buried utilities/structures.

Unless exempt, in accepting this Proposal/Contract, PURCHASER acknowledges that it shall comply with the requirements of all applicable federal, state, and local employment laws, executive orders, codes and regulations (the "Requirements") effective where the work and/or services are being performed including, but not limited to, 41 CFR §§ 60-1.4(a)(1)-(8), 60-1.4(b), 60-1.4(c) or their successors effective where this Proposal/Contract is performed. To the extent required by law, all provisions of the Requirements are hereby incorporated into and made a part of this Agreement and any applicable agreements of CONTRACTOR. To the extent applicable, the Requirements include, but are not limited to, (1) prohibition of discrimination because of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity, national origin and because of inquiry or discussion about or disclosure of compensation, (2) affirmative action to employ and advance in employment individuals without regard to race, sex, disability, or protected veteran status, (3) compliance with the Employee Notice clause contained in 29 C.F.R. part 471, Appendix A to Subpart A, or its successors, (4) compliance with the EEO-1 and VETS-4212 reports filing requirements in 41 C.F.R. §§ 60-1.7 and 41 C.F.R. §61-300.10, or their successors, (5) compliance with paycheck transparency obligations of 48 C.F.R. § 22.2005, including the contract clause found at 48 C.F.R. § 52.222-60, which is incorporated by reference as if fully set forth herein, (6) other affirmative action in employment, (7) required/certified payrolls, (8) social security acts, (9) unemployment compensation acts, (10) worker's compensation acts, (11) equal employment opportunity acts and (12) the required contract provisions for Federal-Aid Construction Contracts, Form FHWA-1273, if applicable.

When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

INCLEMENT WEATHER

Inclement weather may alter the completion of the work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after October 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.

WARRANTY

All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. All labor and materials will be guaranteed against defect for one (1) year from date of installation. Due to Minnesota winters and expansion and contraction of the ground, some cracking of the pavement may be experienced. There are no express or implied warranties of merchantability, quality, quantity or of fitness for any particular purpose, which extend beyond those specifically set out in this document.

All warranties are void if payment is not made as stipulated.

DELINQUENCY CHARGE

Payment is due and payable upon completion of each stage of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. The Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Minnesota or a court of the United States located in the State of Minnesota.

INDIVIDUAL LIABILITY

The undersigned PURCHASER agrees to be individually liable for all terms of the Agreement, regardless of whether he or she signs individually or as an agent for the owner of the property upon which the work is being performed or for any other individual, partnership or corporation.

PRODUCT INFORMATION AND MAINTENANCE

Since the asphalt in blacktop needs time to harden and cure, usually 6-12 months, your asphalt pavement will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is not unusual to experience some cracking over the winter due to the contraction and expansion of the ground, especially over culverts, pipes, electric wires, etc. Avoid gasoline and petroleum product spills as they will destroy your pavement. If spills do occur, immediately flush with lots of soapy water. If you decide to seal coat your pavement, wait until the summer following installation. We recommend a good quality coal tar emulsion sealer as they are impervious to gasoline and petroleum product spills.

BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT

This written Proposal/Contract consisting of two (2) sides contains the entire Agreement and understanding between the parties, and no provision, terms, warranties, representations or promises, either expressed or implied, other than those set forth herein are binding on either party.



Agenda Item #1

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of the County Coordinator

UNAPPROVED MINUTES

July 18, 2023

The Kanabec County Board of Commissioners met at 9:00am on Tuesday, July 18, 2023 pursuant to adjournment with the following Board Members present: Tom Roeschlein, Rick Mattson, Wendy Caswell, Alison Holland and Peter Ripka. Others Present: Board Clerk Kris McNally and Recording Secretary Kelsey Schiferli.

The meeting was held in the County Board Room and via WebEx for anyone wishing to attend virtually.

The Chairperson called the meeting to order at 9:00am and led the assembly in the Pledge of Allegiance.

Action #1 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to approve the agenda with the following addition: Knife Lake Sportsmen's Club Gambling Request.

Action #2 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to approve the July 5, 2023 minutes as presented.

Action #3 – It was moved by Peter Ripka, seconded by Wendy Caswell and carried unanimously to approve the following paid claims:

<u>Vendor</u>	<u>Amount</u>
City of Mora	20,806.27
Spire Credit Union	3,315.71
Card Services (Coborn's)	206.95
Card Services (Coborn's)	9.65
Kanabec County AT ACH_VISA	4,037.66
Kwik Trip Inc	13,997.54
Midcontinent Communications	223.10
Minnesota Department of Finance	6,327.00
Minnesota Unemployment Insurance	2,549.61
Quality Disposal	1,003.55
Verizon Wireless Cell Phones	3,110.06
East Central Energy	263.20

Card Services (Coborn's)	11.18
Minnesota Department of Finance	21.00
Minnesota Department of Health	510.00
Card Services (Coborn's)	93.45

16 Claims Totaling: \$ 56,485.93

9:04am – The Chairperson called for public comment. Those that responded included:

Jennie Taylor	Questions regarding the proposed resolution to change the composition of the Kanabec County Community Health Board.
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9:09am – The Chairperson closed public comment.

Action #4 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following claims on the Revenue Fund:

Vendor	Amount
A and E Cleaning Services	600.00
Advanced Correctional Healthcare	18,784.08
Advanced Correctional Healthcare	1,040.08
Advanced Correctional Healthcare	66.77
American DataBank	242.62
Aspen Mills	421.92
AT&T Mobility	1,547.93
Athey, Lucas	113.97
Bio-Tec Emergency Services, LLC	500.00
Bliss, Erica	1,650.00
Cook, Brandon	62.88
Curtis, Michael	339.24
East Central Regional Juvenile Center	4,487.00
East Central Regional Library	83,297.10
East Central Solid Waste Commission	10.00
EATI	8,945.10
EATI	7,544.10
Election Systems & Software Inc	5,040.25
Electric Motor Service, Inc	345.03
Electric Motor Service, Inc	1,283.54
Eric Hanson Consulting	10,126.43
FBG Service Corporation	4,829.00
FBG Service Corporation	2,543.00
FBG Service Corporation	672.00
Glen's Tire	124.00

Glen's Tire	91.00
Granite City Jobbing	757.45
Granite City Jobbing	725.98
Granite Electronics	135.36
Hartshorn, Jim	195.19
Hoefert, Robert	930.10
Industrial Health Services Network Inc	47.90
Johnson Brothers Law	70.00
Kanabec County Highway Department	330.81
Kanabec County Information Systems	4,200.00
Kanabec Publications	330.93
Kanabec Publications	70.00
Leaf's Towing & Recovery	310.00
Marco	159.00
MCIS	19,779.00
MCIS	3,583.00
Mid-American Research Chemical	488.17
Minnesota Monitoring, Inc	280.00
MNCCC Lockbox	12,633.00
MNCCC Lockbox	19,448.34
Mora Bakery	32.06
Motorola Solutions	2,115.00
MRA	832.50
MRA	6,706.25
National PELRA	150.00
ODP Business Solutions, LLC	89.90
O'Reilly Auto Parts	15.99
O'Reilly Auto Parts	7.99
O'Reilly Auto Parts	40.78
Pierson, Jim	120.00
ProPhoenix Corporation	2,500.00
Ratwik, Roszak & Maloney, PA	700.30
Regents of the University of MN	19,670.25
Reliance Telephone, Inc	1,000.00
RELX Inc. DBA LexisNexis	220.00
Ripka, Peter	55.80
River Valley Forensic Services, P.A.	500.00
River Valley Forensic Services, P.A.	250.00
RS Eden	82.80
RS Eden	770.33
SIRCHIE	127.62
Spreeman, Krista	287.50
State of Minnesota - BCA	860.00

Stellar Services	59.22
Stellar Services	99.75
Summit Food Service Management	4,049.33
Summit Food Service Management	4,103.85
Tactical Solutions	687.00
Tinker & Larson Inc	3,731.11
Van Alst, Lillian	1,103.02
VC3, Inc	1,782.85
Von Eschen, Tina	164.10
Widseth Smith Nolting & Assoc., Inc.	5,465.00
78 Claims Totaling:	<u>\$ 277,561.57</u>

Action #5 – It was moved by Peter Ripka, seconded by Alison Holland and carried unanimously to approve the following claims on the Road & Bridge Fund:

Vendor	Amount
A & E Cleaning Services	1,200.00
Ace	186.50
American Door Works	494.00
Aramark	432.99
Beaudry Oil & Propane	18,717.13
Central McGowan	532.47
Federated Co-ops	335.98
Glens Tire	703.86
Gopher State One-Call	32.40
Houston Engineering	4,632.19
Kanabec County Highway Dept	87.06
Kanabec County Coordinator	163.32
Knife River Corporation	12,743.11
Kwik Trip	55.39
Marco	518.39
North Central International	2,124.51
Northern States Supply	373.48
Nuss Truck	2,358.77
ODP	469.95
Olson Power & Equipment	153.78
Power Plan	4,317.21
RDO Equipment	18,075.75
Trueman Welters	1,000.50
University of MN	150.00
Wiacom	675.30

25 Claims Totaling: 70,534.04

Action #6 – It was moved by Tom Roeschlein, seconded by Wendy Caswell and carried unanimously to approve a consent agenda including all of the following actions:

Resolution #6a – 7/18/23

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

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

BE IT RESOLVED to approve the Application for Exempt Permit for the Knife Lake Sportsman’s Club for a bingo event to be held at Crow’s Nest 2743 Hwy 65, Mora, MN 55051 on October 28, 2023.

Resolution #6b – 7/18/23

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

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

BE IT RESOLVED to approve the Application for Exempt Permit for the Knife Lake Sportsman’s Club for a bingo and raffle event to be held at Northwoods Steak House & RV Park 2732 Hwy 65, Mora, MN 55051 on February 3, 2024.

Action #7 – It was moved by Peter Ripka, seconded by Alison Holland and carried unanimously to recess the board meeting at 9:15am to a time immediately following the Family Services Board.

The Kanabec County Family Services Board met at 9:15am on Tuesday, July 18, 2023 pursuant to adjournment with the following Board Members present: Tom Roeschlein, Rick Mattson, Wendy Caswell, Alison Holland and Peter Ripka. Family Services Director Chuck Hurd presented the Family Services Board Agenda.

Action #FS8 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the Family Services Board Agenda as presented.

Family Services Director Chuck Hurd gave the Director’s report.

Action #FS9 – It was moved by Peter Ripka, seconded by Alison Holland and carried unanimously to approve the payment of 113 claims totaling \$187,719.27 on Family Services Funds.

Action #FS10 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to adjourn Family Services Board at 9:39am and to meet again on Tuesday, August 15, 2023 at 9:20am.

The Board of Commissioners reconvened.

Dennis Rice, ECE Broadband Manager met with the Board via WebEx to give an update regarding the ECE Broadband Project in Kanabec County. Information only, no action was taken.

Community Health Director Kathy Burski met with the County Board to request approval of a resolution to change the composition of the Kanabec County Community Health Board.

Action #11 – It was moved by Wendy Caswell, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #11 - 7/18/23

Resolution to Change the Composition of the
Kanabec County Community Health Board

WHEREAS pursuant to MN Statutes Chapter 145A the Kanabec County Board of Commissioners created the Kanabec County Community Health Board by Resolution #17 - 01/03/17 effective January 1, 2017, and

WHEREAS Resolution #17 - 01/03/17 inadvertently established the Community Health Board as two county commissioners and three community members, of which at least one was required to be a consumer; and

THEREFORE BE IT RESOLVED the Kanabec County Board of Commissioners hereby rescinds that part of Resolution #17-01/03/17 that states “*as of January 1, 2017 the new community health board shall be comprised of two county commissioners and three community members, at least one of which shall be a consumer, all of whom shall be appointed by the county board of commissioners, and will assume the powers and duties of the community health board at that time.*”

BE IT FURTHER RESOLVED pursuant to MN Statutes Chapter 145A the Kanabec County Community Health Board is hereby created; and

BE IT FURTHER RESOLVED that pursuant to MN Statutes Chapter 145A the powers and duties of the Kanabec County Community Health Board are hereby assumed by the Kanabec County Board of Commissioners.

BE IT FURTHER RESOLVED the Kanabec County Board of Commissioners by virtue of its authority under MN Statutes, Chapter 145, by this resolution adopted at a scheduled meeting held on July 18, 2023 hereby appoints and authorizes Community Health Director Kathy Burski to act as an agent of the Board and to sign and execute on behalf of the Board contracts for funding under any of the grants administered by the Commissioner of Health until rescinded by this Board.

County Sheriff Brian Smith met with the Board to discuss matters concerning his department.

Action #12 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to approve the following resolution:

Resolution #12 - 7/18/23

WHEREAS the Kanabec County PSAP (Dispatch Center) has internal and external electronic/radio components that are outdated and recommended to be replaced; and

WHEREAS the replacement costs are budgeted through the Sheriff's Office; and

WHEREAS quotes have been received from appropriate vendors;

THEREFORE BE IT RESOLVED the Kanabec County Board of Commissioners hereby approves the quote from Granite Electronics and moving forward with the project;

BE IT FURTHER RESOLVED that Sheriff Smith is authorized to sign agreements related to said project.

Action #13 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve restoring the Dispatch Sergeant position to the PSAP/Dispatch Center on a full-time regular basis.

County Coordinator Kris McNally presented a request for an extended leave of absence.

Action #14 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #14 - 7/18/23

WHEREAS a Highway Department employee has requested an extended medical leave beginning June 15, 2023, and

WHEREAS this leave will extend beyond 30 days and requires approval from the County Board, and

WHEREAS the applicable collective bargaining unit agreement states “Employees who exhaust their twelve (12) weeks of leave under this section [FMLA] may apply for up to five (5) months additional, unpaid leave pursuant to other leave categories in this policy; and

WHEREAS the Public Works Director would like to grant the medical leave to the employee and is requesting the County Board to approve the leave;

BE IT RESOVLED to approve the medical leave for the employee beginning June 15, 2023 for up to 5 months not to exceed November 15, 2023.

The Commissioners gave reports regarding the boards and committees in which they participate.

Future Agenda Items: CMJTS presentation on September 5th

Action #15 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to close the meeting at 10:38am pursuant to the Open Meeting Law, MN Statute §13D.03 to discuss matters related to Labor Negotiation Strategy. Those present during the closed portion of the meeting were Commissioners Rick Mattson, Tom Roeschlein, Wendy Caswell, Alison Holland and Peter Ripka; as well as County Coordinator & Personnel Director Kris McNally.

Action #16 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to return to open session at 11:01am.

Action #17 – It was moved by Peter Ripka, seconded by Alison Holland and carried unanimously to adjourn the meeting at 11:02am and to meet again in regular session on Tuesday, August 1, 2023 at 9:00am.

Signed _____

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

Attest: _____
Board Clerk

Agenda Item #2

Paid Bills

<u>Vendor</u>	<u>Amount</u>	<u>Purpose</u>	<u>Dept</u>
Ann Lake Twp	3,262.23	2023 PILT - Wildlife Mgmt & Natural Resource Land	Unallocated
Arthur Twp	453.45	2023 PILT - Wildlife Mgmt & Natural Resource Land	Unallocated
Braham Public Schools	1,727.37	2023 PILT - Wildlife Mgmt Land	Unallocated
Brunswick Twp	75.69	2023 PILT - Natural Resource Land	Unallocated
CLH Properties LLC	71.00	2023 MH Prepay Refund	Prepaid Tad Fund CF
Comfort Twp	460.85	2023 PILT - Wildlife Mgmt & Natural Resource Land	Unallocated
Consolidated Communications	1,126.24	Monthly Service	Various
Cummings, Linda	34.00	2023 MH Prepay Refund	Prepaid Tad Fund CF
Dearborn National Life Insurance	555.88	August Short Term Disability Premiums	Employee Benefits
East Cent. Reg Dev Commission	96.40	2023 PILT - Wildlife Mgmt Land	Unallocated
East Central Energy	1,132.30	Intersection Lighting	Highway
East Central Energy	218.00	Intersection Lighting	Highway
East Central School District	134.17	2023 PILT - Wildlife Mgmt Land	Unallocated
Fischer, Richard	35.00	2023 MH Prepay Refund	Prepaid Tad Fund CF
Ford Twp	2,434.67	2023 PILT - Wildlife Mgmt & Natural Resource Land	Unallocated
Grass Lake Twp	1,237.32	2023 PILT - Wildlife Mgmt & Natural Resource Land	Unallocated
Haberman, Wayne	88.00	2023 MH Prepay Refund	Prepaid Tad Fund CF
Haybrook Twp	525.60	2023 PILT - Natural Resource Land	Unallocated
Health Partners	6,856.45	August Dental Insurance Premiums	Employee Benefits
Helmbrecht, Conner	14.00	2023 MH Prepay Refund	Prepaid Tad Fund CF
Hemmer, Debra	20.00	2023 MH Prepay Refund	Prepaid Tad Fund CF
Hillman Twp	383.66	2023 PILT - Natural Resource Land	Unallocated
Hinckley-Finlayson Schools	5,248.73	2023 PILT - Wildlife Mgmt Land	Unallocated
Kanabec County Auditor-Treasurer	10,990.41	Vehicle Leases & Maintenance	Various
Kanabec Twp	930.83	2023 PILT - Wildlife Mgmt & Natural Resource Land	Unallocated
Kaydi Vanthof	38.00	2023 MH Prepay Refund	Prepaid Tad Fund CF
Knife Lake Twp	376.80	2023 PILT - Wildlife Mgmt & Natural Resource Land	Unallocated

Kroschel Twp	2,074.33	2023 PILT - Wildlife Mgmt & Natural Resource Land	Unallocated
Krulc, Laurie	145.00	2023 MH Prepay Refund	Prepaid Tad Fund CF
Life Insurance Company of North America	621.56	Aug. Accident, Group Hospital & Critical Illness Ins Premium	Employee Benefits
Marco	176.00	Printer Contract	Transit
Midcontinent Communications	225.26	Utilities	Various
MN Energy Resources Corp	5,848.32	Gas Utilities	Various
Mora Public Schools	5,950.78	2023 PILT - Wildlife Mgmt Land	Unallocated
Nestrud, Helen	49.00	2023 MH Prepay Refund	Prepaid Tad Fund CF
Office of MN.IT Services	1,338.65	Monthly Service	IS
Ogilvie Public Schools	6,116.57	2023 PILT - Wildlife Mgmt Land	Unallocated
Osmonson, Terry	44.00	2023 MH Prepay Refund	Prepaid Tad Fund CF
Peace Twp	362.76	2023 PILT - Natural Resource Land	Unallocated
Pomroy Twp	2,314.02	2023 PILT - Wildlife Mgmt & Natural Resource Land	Unallocated
Southfork Twp	51.02	2023 PILT - Wildlife Mgmt Land	Unallocated
The Hartford Priority Accounts	6,751.65	Aug. Life and Long Term Disability Ins Premiums	Employee Benefits
Verizon Wireless Aircards	1,415.36	Monthly County Aircards	Various
VSP Insurance Co	574.56	August Vision Insurance Premiums	Employee Benefits
Warnke, Margo	105.00	2023 MH Prepay Refund	Prepaid Tad Fund CF
Whited Twp	90.16	2023 PILT - Wildlife Mgmt & Natural Resource Land	Unallocated
Young, Sabrina	32.00	2023 MH Prepay Refund	Prepaid Tad Fund CF
47 Claims Totaling:	\$ 72,813.05		

Agenda Item #3

Regular Bills - Revenue Fund

Bills to be approved: 8/1/23

Department Name	Vendor	Amount	Purpose
ASSESSOR	Bowland, Jacob	148.26	Mileage & Meals for Basic Appraisal Principles Training 7/10-7/13
ASSESSOR	Bowland, Tim	85.50	Mileage & Meals for Training in St. Cloud 7/18/23
ASSESSOR	Koenings, Katie	185.48	Mileage & Meals to MAAP Training in Duluth 7/13-7/14
ASSESSOR	Ruud, Sandra	185.63	Mileage & Meals for Basic Appraisal Principles in St Cloud 7/10-7/13
		604.87	
AUDITOR	IT Savvy LLC	1,827.86	PC MS/DS AT Office
AUDITOR	Lakeland Printers Inc	376.00	#10 Window Envelopes (2500) & #10 Security Envelopes (2500)
		2,203.86	
BUILDINGS MAINTENANCE	MEI Total Elevator Solutions	1,217.52	Jun-Aug Quarterly Elevator Service - Courthouse
BUILDINGS MAINTENANCE	Menards	449.98	Garage Floor Coating - Courthouse
BUILDINGS MAINTENANCE	Menards	230.97	Stair Tread - Jail
BUILDINGS MAINTENANCE	Oslin Lumber	75.94	Foam Gun Cleaner (2) & SASHCO Sealant (6) - PSB
		1,974.41	
COMMISSIONERS	Ripka, Peter	37.20	Mileage to July County Board Meetings
		37.20	
COMPUTER EXPENSES	Jacobs, Tim	169.64	Mileage to MCIS Meeting in Grand Rapids 7/25
		169.64	

COUNTY ATTORNEY	Attorney General's Office	212.41	Reimbursement for Travel Expenses 4/14/23 (Hill) & 5/25/23 (Tinklenberg)
COUNTY ATTORNEY	Office Depot	<u>140.39</u>	Stapler, Legal Pad, Pens, Binder Clips, Wireless Mouse (3)
		352.80	
COUNTY COORDINATOR	Association of MN Counties	150.00	2023 MACA Technical Day Registration 7/13-7/14 - KM
COUNTY COORDINATOR	McNally, Kris	385.64	Mileage, Lodging & Meals for MACA Tech Conf in Duluth
COUNTY COORDINATOR	Office Depot	<u>28.99</u>	Kleenex, Sticky Notes, Binder Clips, Sheet Protectors
		564.63	
COUNTY CORONER	Hamilton Funeral Homes	<u>430.00</u>	Removal & Transport
		430.00	
COUNTY EXTENSION	Office Depot	<u>83.16</u>	3-Ring Binders, Colored Paper
		83.16	
COURT ADMINISTRATOR	Anne M. Carlson Law Office, PLLC	1,210.00	Court Appt Attorney Fees
COURT ADMINISTRATOR	Anne M. Carlson Law Office, PLLC	140.00	Court Appt Attorney Fees
COURT ADMINISTRATOR	Johnson Brothers Law	<u>450.00</u>	Court Appt Attorney Fees
		1,800.00	
ECONOMIC DEVELOPMENT	Hartshorn, Jim	189.95	Mileage to EDAM Mtg in St. Louis Park 7/13 & MN Marketing Mtg in St. Paul 7/19
ECONOMIC DEVELOPMENT	Northern Technology Initiative (GPS 45:93)	<u>13.00</u>	GPS Meeting (Northern Tech Initiative, Inc.) 7/28/23
		202.95	
ENVIRONMENTAL SERVICES	Eric Hartman - Rock County Planning & Zo	250.00	MN Association Planning & Zoning Administrators Conf 10/11-10/13 - TW
ENVIRONMENTAL SERVICES	Rinke Noonan	1,715.00	Attorney John Kolb Consultation on Snake River 1W1P/SRWMB through 6/30/23
ENVIRONMENTAL SERVICES	Wickeham, Teresa	<u>498.49</u>	Lodging & Mileage to MN County Ag Conf in Crookston 7/17-7/19
		2,463.49	

HUMAN RESOURCES	Law Office of Rick Hodsdon	520.00	Employee Related Civil Suit/Dispute 3/23 - 4/12
HUMAN RESOURCES	PD'S Embroidery	20.00	Employee Recognition Jacket
HUMAN RESOURCES	Ratwik, Roszak & Maloney, PA	40.00	Social Services Mediation
HUMAN RESOURCES	Ratwik, Roszak & Maloney, PA	2,014.00	Professional Fees for June
HUMAN RESOURCES	SwipeClock LLC	332.00	Monthly Billing for Aug 20 - Sept 20, 2023
HUMAN RESOURCES	WEX	420.75	Administrative Fees for June
		3,346.75	
INFORMATION SYSTEMS	Office of MNIT Services	840.02	EndPoint Protection
		840.02	
LAW LIBRARY	RELX Inc. DPA LexisNexis	231.75	Law Library Invoice
		231.75	
PUBLIC TRANSPORTATION	Curtis, Michael	767.27	Volunteer Mileage 7/10 - 7/23
PUBLIC TRANSPORTATION	Granite City Jobbing Company	326.09	Office Supplies
PUBLIC TRANSPORTATION	Hoefert, Robert	1,160.66	Volunteer Mileage 7/10 - 7/23
PUBLIC TRANSPORTATION	Kanabec County Highway Dept	270.24	Bus Repairs
PUBLIC TRANSPORTATION	Kanabec Publications	568.00	Advertising
PUBLIC TRANSPORTATION	Milaca Chiropractic Center	85.00	D.O.T. Physical for Employee
PUBLIC TRANSPORTATION	MN Department of Transportation	31,995.49	Repayment for Unspent Funds 2020 - 2021 Grant Year
PUBLIC TRANSPORTATION	Premium Waters, Inc.	35.10	Bottled Water Supplies
PUBLIC TRANSPORTATION	Van Alst, Lillian	1,114.81	Volunteer Mileage 7/10 - 7/23
		36,322.66	
SHERIFF	Applied Concepts, Inc.	2,995.00	Radar Set for Squad
SHERIFF	Baycom	1,726.00	Docking Stations for Squads (2)
SHERIFF	Hayford Ford	3,505.13	Repair Engine Issues - Squad
SHERIFF	Horizon Towing	429.50	Towing Services, 2012 Ram 1500
SHERIFF	Horizon Towing	161.06	Towing Services, Dodge Van
SHERIFF	Horizon Towing	214.75	Towing Services, 2008 Motorcycle
SHERIFF	IT Savvy LLC	547.84	Car Power Adapter & Printer

SHERIFF	Obrycki, Chaz	119.40	Uniform Allowance
SHERIFF	O'Reilly Auto Parts	22.99	Gallon of Antifreeze for Squad
SHERIFF	Streicher's	415.99	5-Point Star Badges (5)
		10,137.66	
SHERIFF - 911 EMERGENCY	Michael Keller, Ph.D., L.P.	650.00	Psych Eval - New Employee
		650.00	
SHERIFF - JAIL/DISPATCH	Kanabec County Community Health	192.50	Calibration of Vaccine Refrigerator
SHERIFF - JAIL/DISPATCH	Stellar Services	84.20	Canteen 7/17/23
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	4,062.16	Inmate Meals 7/8-7/14
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	4,032.21	Inmate Meals 7/15-7/21
		8,371.07	
STATE FISCAL RECOVERY ARP	Kanabec County Community Health	7,382.60	Peer Recovery Service Reimbursement 3/23/23-5/22/23
STATE FISCAL RECOVERY ARP	Kanabec County Community Health	2,209.99	Peer Recovery Service Reimbursement 5/23/23-6/24/23
STATE FISCAL RECOVERY ARP VC3		2,712.50	365 Migration
STATE FISCAL RECOVERY ARP VC3		1,069.00	365 Migration
		13,374.09	
TAX & PENALTY	Brooke, Phillip	274.00	2023 Abatement Refund 06.01800.00
TAX & PENALTY	Larson, Randy	373.00	2023 Abatement Refund 07.00800.00
TAX & PENALTY	Meich, Jennifer	991.00	2023 Abatement Refund 13.00315.00
TAX & PENALTY	Niedzielski, Denny & Jennifer	86.00	2023 Abatement Refund 09.00215.10
		1,724.00	
UNALLOCATED	Clifton Larson Allen LLP	1,260.00	FY2022 Audit Services
UNALLOCATED	Kirby Kennedy & Associates	4,582.40	RHTC, LLC vs. County of Kanabec
		5,842.40	
69 Claims Totaling:		\$ 91,727.41	

Agenda Item #4
Regular Bills - Road & Bridge
Bills to be approved: 8/1/23

Vendor	Amount	Purpose
CPF	535.95	Training center use fee
Crawford's Equipment	812.56	Repair parts
Frisch, Nick	59.98	Uniform allowance
Kanabec County Highway Dept	65.45	Petty cash, postage
Knife River	95.70	Recycle material
Locators & Supplies	154.90	Maintenance supplies
MEI Total Elevator Solutions	611.74	Elevator service
Midwest Machinery	67.89	Repair parts
Nuss Truck	500.97	Labor repair
Pomp's Tire	5,321.44	Tire order
Trueman Welters	1,300.00	Rental tractor
USIC Locating	100.00	Locates
Ziegler	2,076.91	Repair parts

13 Claims Totaling: \$11,703.49

Agenda Item #5

August 1, 2023

REQUEST FOR BOARD ACTION

a. Subject: SCORE Claims – June	b. Originating Department: County Coordinator
c. Estimated time: 2 minutes	d. Presenter(s): None

f. Board action requested:

Resolution #__ – 8/1/23

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	\$799.22
Quality Disposal	\$5,825.80
Arthur Township	\$500.00
Total	\$7,125.02

g. Background:

Provider	Billed	Paid Amount
QUALITY DISPOSAL (June)	\$5,325.80	\$5,325.80
WASTE MANAGEMENT (June)	\$799.22	\$799.22
Sub-Total	\$6,125.02	\$6,125.02
Recycling Center Incentive Payments:		
Quality Disposal (June)	\$500.00	\$500.00
Arthur Township (June)	\$500.00	\$500.00
TOTAL PAYMENTS =		\$7,125.02

Date received in County Coordinators Office: Various dates in July

January 1, 2023 SCORE Fund balance = \$111,602.85

Revenue: 01-391-392-0000-5332 =

Expenditure: 01-391-392-0000-6211 = \$33,629.85

Current SCORE Funds balance is = \$77,973.00

Agenda Item #6

August 1, 2023

REQUEST FOR BOARD ACTION

a. Subject: Preliminary Budget Considerations	b. Origination: Coordinator's Office
c. Estimated time: 10 minutes	d. Presenter(s): Kris McNally, Coordinator
e. Board action requested:	

Discuss the annual Welia payment for budget prep

f. Background:

Supporting Documents: None: ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

Agenda Item #7

August 1, 2023

REQUEST FOR BOARD ACTION

a. Subject: Reevaluation Results Reconsideration, Family Services	b. Originating Department: County Coordinator
c. Estimated time: 5 Minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Request approval of the attached resolutions for the Family Services job descriptions.
Resolutions are on pages 2-5.

f. Background:

Following the review and approval process, additional information was provided that caused a re-examination of 2 of the Family Services job descriptions by the wage consultant. The consultant recommends the following changes in points and grades for the Community Support Tech- Child and Community Support Tech- Adult:

Title	Current Total Points	Recommended Total Points	Current Grade	Recommended Grade
Office Support Specialist	192	No change	5	No change
Case Aide	212	225	6	7
Accounting Technician	232	No change	8	No change
Eligibility Worker	245	250	8	9
Fiscal Officer	261	285	9	10
Community Support Tech-Adult	261	278	9	10
Community Support Tech-Child	261	320	9	12
Child Support Officer/Fraud Prevention Specialist	284	300	10	11
Child Support Specialist	275	284	10	No change
Lead Child Support Officer	300	308	11	No change
Social Worker	355	368	13	14

Supporting Documents: None Attached: ☒

Date Received in County Coordinator's Office:

N/A

Coordinators Comments:

Resolution #__a – 08/01/23

Rescind Resolution #17f-07/05/23

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 by Resolution #17f-07/05/23 the Board of Commissioners approved no grade change for multiple Family Services positions following the evaluation by the wage consultant, and

WHEREAS additional information was provided following adoption of Resolution #17f-07/05/23 which caused the wage consultant to request a modification to her recommendation about two positions covered under said resolution;

THEREFORE BE IT RESOLVED that Resolution #17f-07/05/23 is hereby rescinded.

Resolution #__b – 08/01/23

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 has submitted updated job descriptions and physical analysis to the wage consultant at MRA for evaluation for the following positions:

- Office Support Specialist
- Accounting Technician
- Lead Child Support Officer

WHEREAS the wage consultant has examined and evaluated the job descriptions and recommends the above job titles remain at the same pay grade;

BE IT RESOLVED that it is the decision of the County Board to accept the job descriptions and approve the wage consultant's recommendations for the above job titles.

Resolution #__c – 08/01/23

Community Support Tech- Adult Position Re-Evaluation

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 Community Support Tech- Adult position was on the rotation schedule for reevaluation in 2023, and

WHEREAS the HR Specialist has submitted the 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 from Grade 9 to Grade 10 based on an increase in overall points;

BE IT RESOLVED that it is the decision of the County Board to accept the changes to the job description and approve the wage consultant's recommendations;

BE IT FUTHER RESOLVED to accept the ranking for the "Community Support Tech-Adult" position, which results in Pay Range 10;

BE IT FURTHER RESOLVED that this change is effective July 1, 2023.

Resolution #__d - 08/01/23

Community Support Tech- Child Position Re-Evaluation

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 Community Support Tech- Child position was on the rotation schedule for reevaluation in 2023, and

WHEREAS the HR Specialist has submitted the updated job descriptions 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 from Grade 9 to Grade 12 based on an increase in overall points;

BE IT RESOLVED that it is the decision of the County Board to accept the changes to the job description and approve the wage consultant's recommendations;

BE IT FUTHER RESOLVED to accept the ranking for the "Community Support Tech-Child" position, which results in Pay Range 12;

BE IT FURTHER RESOLVED that this change is effective July 1, 2023.

Agenda Item #8

August 1, 2023

REQUEST FOR BOARD ACTION

a. Subject: Resolution to Approve Memorandum of Agreement with Local 107	b. Origination: Coordinator's Office
c. Estimated time: 5-10 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Approve the following resolution:

Resolution #___ - 8/1/22

Memorandum of Agreement with Local 107

WHEREAS, the Employer and the Local 107 are parties to a Labor Agreement for 2022-2024 negotiated pursuant to the Public Employment Labor Relations Act of Minnesota; and

WHEREAS, the Employer and the Local 107 wish to implement additional temporary terms effective March 1, 2023 stemming from mandatory changes in shift duration to ensure adequate essential public safety coverage related to lack of trained personnel; and

WHEREAS the Local 107 has indicated acceptance by signature of the Union Business Agent and Stewards on the corresponding Memorandum of Agreement;

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners hereby approves the Memorandum of Agreement between Kanabec County and the Law Enforcement Labor Services, Inc., Local 107;

BE IT FURTHER RESOLVED the Board Chair is authorized to sign said Memorandum of Agreement.

f. Background:

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments: