

Kanabec County Board of Commissioners

Regular Meeting and Truth in Taxation Public Hearing December 7, 2023 5:00PM

- The public may join the meeting via WebEx or in-person in the meeting room.
- If joining the meeting in-person, the total number of persons (including commissioners and staff) in the Board Room at one time may be limited and social distancing/safety protocol may be in effect.

To be held via WebEx telephone call:

Telephone call-in number for public access: 1-408-418-9388
Access Code: 2497 484 7345

WebEx Video Meeting link:

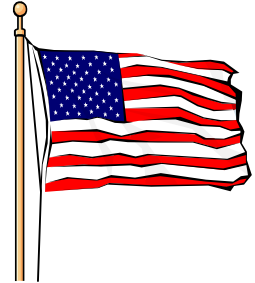
<https://kanabeccounty.webex.com/kanabeccounty/j.php?MTID=mac5280ed1da527268b2a49c113b294d8>

Meeting number: 2497 484 7345

Password: Z9uEnSPpd35 (99836777 from video systems)

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

Please use the Maple Avenue entrance and parking lot.



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

*I pledge allegiance to the flag of the
United States of America, and to the
Republic for which it stands:*

*One nation under God, indivisible,
with Liberty and Justice for all.*

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

- | | |
|--------|--|
| 5:00pm | a. Call the Meeting to Order
b. Pledge of Allegiance
c. Agenda Approval |
| 5:02pm | Public Comment Telephone call-in number for public access: 1-408-418-9388
Access Code: 2497 484 7345 |
| 5:20pm | <u>Recess County Board to a time immediately following the Community Health Board.</u>
Community Health Board |
| 5:40pm | <u>Public Hearing-</u> Kanabec County Sheriff's Office Proposed Purchase and Use of a Drone (Unmanned Aerial System "UAS") <ul style="list-style-type: none">• Notice of Public Hearing and Drone Program Overview- Brian Smith, Sheriff• Public Input• Close public hearing• County Board additional discussion, if necessary• Consider resolution in support of the Drone Program |

6:00pm **Public Hearing- Truth in Taxation**

- Notice of Public Hearing and Truth in Taxation Presentation- Kris McNally, Coordinator
- Public Input
- Close public hearing
- County Board additional discussion, if necessary

6:30pm Brian Smith, Sheriff

- a. Renew East Central Drug and Violent Offenders Task Force Joint Powers Agreement
- b. Sheriff's Office Update

6:45pm Denise Snyder, Auditor Treasurer

- a. Request for Approval of MCIS Hosting Services Agreement
- b. Update on the discussion to require payment of property taxes at the point-of-sale

6:55pm Tony Hansen, Extension Regional Director Northeast Region- Request for Approval of a Resolution for Creation of an Assigned Fund for Extension Expo

7:05pm Chad Gramentz, Public Works

- | | |
|---|--------------------------|
| a. Bridge 33530 Repair | Resolution #1 (12-05-23) |
| b. Bridge 33514 Structural Analysis/Load Rating | Resolution #2 (12-05-23) |
| c. Mn DOT Corridor Study Update | |

Other business to be conducted as time is available:

1. Minutes-November 21, 2023
2. Paid Bills
3. Regular Bills- Revenue Fund
4. Regular Bills- Road & Bridge
5. Discuss Snake River Watershed Management Board matter and provide direction for Kanabec Representative
6. Discuss South Country Health Alliance membership
7. Consider approval of Earned Sick and Safe Time Policy (ESST)
8. Consider a Resolution to Require Board Approval Prior to Filling Vacancies
9. Consider a Resolution to Transfer Assigned Funds
10. Discuss 2023 MCIT dividend
11. Future agenda Items
12. CLOSED SESSION: Union Negotiation Strategy–(This portion of the meeting may be closed pursuant to Minnesota Statute §13D.03)
13. Discuss any other matters that may come before the County Board
14. Adjourn

Kanabec County Community Health Board
AGENDA
Thursday, December 7, 2023
5:20 p.m.

1. Call meeting to order
2. Agenda Approval page 1
3. Director's Report page 2
 - Staffing – HHA; RN/PHN; PHN/WIC Coordinator
 - CMCOA Funding
4. Request to replace PHN/WIC Coordinator
 - Action requested
 - See attached resolution page 3
5. Opioid Settlement Funds for Coalition Support and Youth Engagement
 - Action requested
 - See attached resolution page 4
6. Transit Operations Facility Lease
 - Action requested
 - See attached resolution page 5
7. Financial Reports
 - see attached
 - Trial Balance page 6-8
 - Oct 2023 Financial Report page 9-10
8. Abstract Approval
 - Action Requested
 - See attached Abstract and Vendor List page 11- 18
9. Other Business
10. Adjourn

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

Staffing (Public Health):

Home Health Aide – Because we received no applications for a part-time Home Health Aide for many months, you allowed us to advertise for a full-time position. We have received three applications but have not yet interviewed. The VA has recently removed some homemaker and home health aide services from their members thus reducing the need for as many staff hours. The Adult Health Supervisor is contacting applicants to explain why we are no longer seeking full-time applicants and checking to see if they are interested in part-time intermittent.

RN/PHN Case Manager – We have extended an offer which has been accepted. New staff start date is December 6, 2023.

PHN/WIC Coordinator – Ellie White, our long time WIC Coordinator, is retiring. She has provided us with notice of a February 1, 2024, departure. I have a resolution on the agenda about filling this position.

Central MN Council on Aging (CMCOA) Funding – We received notification of funding awards for both the Public Health Nurse Clinic and, new this year, Assisted Transportation. We will be working to provide transportation via a County Van to residents outside of the public transit (bus) service area. Our hope will be to recruit volunteers to drive but we will start with staff – this was included in the grant. Residents must be age 60 or older under this grant funding. The Transit Director and Community Health Director are working on plans to roll out the service. It is considered a “registered” service through CMCOA so interested people will need to complete some paperwork prior to using the service. As part of the grant program, people participating in the service are requested to share in the cost of the program. However, eligible participants will not be turned away due to the inability to pay.

Kanabec County Community Health # 12/7/2023
Resolution

RN/PHN WIC Coordinator Retirement/Replacement

WHEREAS, the PHN/WIC Coordinator has given notice of her retirement in February, 2024 and this person is employed at 32 hours per week, and

WHEREAS, there is the possibility of a qualified internal candidate that is employed at 40 hours per week and is interested in moving into that position, and

WHEREAS, the majority of the hours within these positions are grant funded and/or reimbursable thru insurance, and

WHEREAS, job duties can be assigned in a variety of ways to ensure coverage of all program needs and adequate funding, and

THEREFORE BE IT RESOLVED, the Kanabec County Community Health Board approves the Community Health Director and HR Director to advertise, interview and select the candidates that best meet the needs of the Agency with flexibility to hire for up to 40 hours per week and to backfill any positions that may be vacated by internal movement within positions.

Kanabec County Community Health # 12/7/2023
Resolution

KCCH Opioid Settlement Grant Funds Request Resolution

WHEREAS, Kanabec County has Opioid Settlement grant funds available for community members to request, and

WHEREAS, Kanabec County Community Health has two areas, the Better Together Coalition and youth engagement in prevention work, which meet the criteria for the grant request , and

WHEREAS, the Community Health Director is seeking permission to apply for said funding and to accept the funds upon award.

THEREFORE, BE IT RESOLVED that the Kanabec County Community Health Board approves the Community Health Director to apply for the Opioid Settlement grant funds and to accept said funds upon award.

Kanabec County Community Health # 12/7/2023
Resolution

Transit Operations Facility Lease Resolution 2024-2025

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

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

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

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

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

BE IT FURTHER RESOVLED that Kanabec County agrees to provide these facilities at a cost of \$26,400 for each of the years 2024 and 2025, and

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

Certification

I, the undersigned, being the duly appointed recording officer of the County of Kanabec, State of Minnesota, certifies this to be a true copy of a Resolution of the Kanabec County Board of Commissioners, adopted the 7th day of December, 2023.

Kris McNally, County Coordinator

Date:_____

Sheila
12/1/23 8:11AM

**** Kanabec County ****



Page 1

As of Date: 10/2023

TRIAL BALANCE REPORT

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

Save Report: N

Comment:

FUND Range From 15 Thru 15

**** Kanabec County ****



Sheila
12/1/23 8:11AM

TRIAL BALANCE REPORT
As of 10/2023

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	78,809.94	172,205.90	745,003.75
1003 Audit Adjustments To Cash	5,329.58	0.00	5,329.58-	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	938,891.77	78,809.94	193,888.02-	745,003.75
--- 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
2231 Deferred Inflows (Acc)	76,419.00-	0.00	76,419.00	0.00
2232 Deferred Inflows - Prepaid Taxes (Acc)	1,182.00-	0.00	1,182.00	0.00
Total Liabilities	231,922.11-	0.00	231,398.94	523.17-
Fund Balance				
2881 Assigned Fund Balance	706,969.66-	0.00	0.00	706,969.66-
2910 Revenue Control	0.00	296,701.66-	2,261,031.51-	2,261,031.51-
2925 Expenditure Control	0.00	217,891.72	2,223,520.59	2,223,520.59
Total Fund Balance	706,969.66-	78,809.94-	37,510.92-	744,480.58-
Total Liabilities and Balance	938,891.77-	78,809.94-	193,888.02	745,003.75-
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
12/1/23 8:11AM
15 Community Health Fund

**** Kanabec County ****

TRIAL BALANCE REPORT
As of 10/2023

Report Basis: Modified Accrual



Page 3

<u>Account</u>	<u>Beginning Balance</u>	<u>Actual This- Month</u>	<u>Actual Year- To- Date</u>	<u>Current Balance</u>
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Kanabec County Community Health - Board Financial Report
15-484

Through October 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	58.33% July	66.67% August	75.00% September
Pilt-Housing Authority												
Rev	0		73.76	0.00	0.00	0.00	0.00	0.00	73.76	0.00	0.00	0.00
Exp	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cares Act COVID-19 Grant												
Rev	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Exp	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Local Public Health Infrastructure												
Rev	482,287.00	61.47%	296,456.36	5,288.63	0.00	22,458.26	27,321.23	0.00	222,093.04	15,912.72	59.84	0.00
Exp	358,571.00	79.69%	285,727.49	44,533.53	48,901.91	18,693.96	24,143.87	17,497.82	38,311.48	22,155.22	22,299.28	26,151.66
Prevent Infectious Disease												
Rev	23,100.00	57.83%	13,357.92	617.94	186.43	64.31	27.42	4,154.50	1,986.41	522.58	126.62	3,565.17
Exp	22,518.00	74.68%	16,816.03	723.86	1,588.75	728.57	923.28	1,766.84	2,478.05	1,069.28	1,213.07	4,997.35
Environmental Health												
Rev	30.00	30.00%	9.00	0.00	3.00	3.00	3.00	0.00	0.00	0.00	0.00	0.00
Exp	5,272.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Healthy Communities-Adult Health												
Rev	276,109.00	89.65%	247,528.04	12,988.46	9,642.85	63,640.44	20,885.85	22,242.25	10,604.26	14,800.27	24,758.19	15,276.31
Exp	260,448.00	66.27%	172,593.75	16,395.40	16,780.96	15,727.44	16,374.02	16,082.49	23,128.10	16,274.17	18,317.07	16,894.54
Healthy Communities-Health Improvement												
Rev	584,957.00	90.29%	528,135.94	12,432.61	18,398.64	74,237.93	75,368.57	41,345.54	87,190.80	60,136.34	42,997.05	56,856.45
Exp	554,054.00	86.57%	479,653.52	31,508.40	42,740.22	31,028.26	41,267.89	24,313.71	56,858.59	72,525.69	52,691.97	73,784.45
Healthy Communities-Family Health												
Rev	581,672.00	96.32%	560,247.60	95,339.78	52,084.08	6,195.21	119,765.97	25,402.64	22,651.38	109,733.16	23,315.02	23,095.87
Exp	538,977.00	73.27%	394,922.28	36,389.12	38,026.73	39,051.97	41,082.16	37,322.96	49,260.09	38,627.13	40,273.07	37,818.64
Emergency Preparedness												
Rev	219,775.00	60.48%	132,920.34	7,002.77	28,205.24	0.00	22,883.65	11,136.67	17,635.00	22,007.16	12,159.21	0.00
Exp	185,517.00	64.21%	119,113.79	8,487.27	9,215.41	15,201.34	9,717.96	14,128.29	26,945.55	9,833.19	8,988.85	7,731.13
Assure Access-Case Management												
Rev	349,564.00	84.55%	295,568.49	22,342.40	28,447.31	25,723.98	24,729.15	30,767.00	30,726.92	27,392.54	41,566.20	36,447.54
Exp	328,046.00	87.87%	288,259.81	24,422.66	29,279.57	28,918.28	22,867.99	25,408.71	38,077.31	31,304.15	32,074.93	30,187.35
Assure Access-Home Care												
Rev	528,000.00	87.63%	462,661.69	34,967.26	31,582.98	40,537.89	55,291.23	48,873.38	60,192.00	44,864.61	46,730.01	42,191.60
Exp	792,091.00	77.54%	614,185.57	64,076.37	64,636.18	61,105.01	71,401.44	42,752.85	82,343.76	61,034.23	62,485.72	52,032.00
Agency Totals												
Rev	3,045,494.00	83.30%	2,536,959.14	190,979.85	168,550.53	232,861.02	346,276.07	183,921.98	453,153.57	295,369.38	191,712.14	177,432.94
Exp	3,045,494.00	77.86%	2,371,272.24	226,536.61	251,169.73	210,454.83	227,778.61	179,273.67	317,402.93	252,823.06	238,343.96	249,597.12

amount has changed

83.33%
October

outstanding payments/payments not yet posted

	Workforce Dev.	
0.00	CTC	
0.00	FAP	
	LCTS	
0.00	LPHG	5,026.39
0.00	MCH	529.21
	SF/EBHV	
3,322.64	WIC TANF	
23,038.76	RPC	
	SHIP	
2,106.54	TANF	
1,326.98	WIC	23,772.00
	PHEP	
0.00	MN Choice	
0.00	mental hlth	
	Suicide Prev	
52,689.16	Covid Federal	
16,619.56	Home care	<u>16,336.66</u> estimate only see note below
		45,664.26
59,172.01		
52,934.34		
82,664.49		
37,070.41		
11,890.64	SCHA Connector - We get reimbursed twice a year. Not	
8,864.80	included above.	
27,425.45	Home Care-This is the billed amount and we are paid a	
25,718.86	percentage of that and that percentage varies by	
	paysource. Also, VA may pay up to two years after the	
57,430.73	date of service.	
52,318.01		
<hr/>		
296,701.66		
217,891.72		
<hr/>		

Board Meeting 12/7/23

Abstract Totals for Commissioner Vouchers

Board Meeting 12/7/23	Amount	Vendors	Transactions
Abstract #1	24,976.59	34	71
Abstract #2			
Totals	24,976.59	34	71

Abstract Totals for Auditor Vouchers

Board Meeting 12/7/23	Amount	Vendors	Transactions
Abstract #1	\$325.79	1	4
Abstract #2			
Abstract #3			
Abstract #4			
Abstract #5			
Totals	\$325.79	1	4

Sheila
12/1/23 9:53AM

**** 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
12/1/23 9:53AM
15 Community Health Fund

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 2

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Descripti</u>	<u>1099</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
49	538 Berg/Ashley 15- 484- 487- 8453- 6331		225.60	November SF mileage		Mileage & Meals N
	538 Berg/Ashley		225.60	1 Transactions		
62	185 Bergstadt/Jennifer 15- 484- 496- 8449- 6331		146.72	Oct- Nov HHA mileage		Mileage & Meals N
	185 Bergstadt/Jennifer		146.72	1 Transactions		
63	1396 Biever/Laurie 15- 484- 496- 8449- 6331		344.53	Oct- Nov HHA mileage		Mileage & Meals N
	1396 Biever/Laurie		344.53	1 Transactions		
47	3094 Burski/Kathy 15- 484- 450- 0000- 6331		144.10	November admin mileage		Mileage & Meals N
	3094 Burski/Kathy		144.10	1 Transactions		
31	298 Childrens Dental Services 15- 484- 485- 8475- 6285		315.26	transport equip/staff 090823		Contracted Work Y
32	298 Childrens Dental Services 15- 484- 485- 8475- 6285		557.76	transport equip/staff 090923		Contracted Work Y
	298 Childrens Dental Services		873.02	2 Transactions		
29	948 Creative Forms & Concepts, Inc 15- 484- 450- 0000- 6412		500.40	Laser IFS checks 1650	120287	Office Supplies N
30	948 Creative Forms & Concepts, Inc 15- 484- 450- 0000- 6412		30.13	shipping	120287	Office Supplies N
	948 Creative Forms & Concepts, Inc		530.53	2 Transactions		
52	1326 Hansen/Erika 15- 484- 496- 8447- 6331		292.13	Oct- Nov home care mileage		Mileage & Meals N
	1326 Hansen/Erika		292.13	1 Transactions		
1	324 Healthcare First 15- 484- 496- 8447- 6211		104.74	November HHCAHPS fee	5403978	Services & Charges N
	324 Healthcare First		104.74	1 Transactions		
4	434 Inovalon Provider, Inc. 15- 484- 487- 8453- 6211		252.42	Nov billing svc/eligibility	23M- 0166640	Services & Charges N
3	434 Inovalon Provider, Inc. 15- 484- 493- 8452- 6211		214.18	Nov billing svc/eligibility	23M- 0166640	Services & Charges N
2	434 Inovalon Provider, Inc. 15- 484- 496- 8447- 6211		298.31	Nov billing svc/eligibility	23M- 0166640	Services & Charges N
	434 Inovalon Provider, Inc.		764.91	3 Transactions		

Sheila
12/1/23 9:53AM
15 Community Health Fund

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 3

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
6	653 Kanabec County Auditor						
	15- 484- 496- 8448- 6331		3.64	October county vehicle use	074	Mileage & Meals	N
	653 Kanabec County Auditor		3.64	1 Transactions			
5	2162 Kanabec County Information Systems						
	15- 484- 450- 0000- 6203		3,750.00	Q4 2023 IS services	6308	Telephone	N
66	15- 484- 450- 0000- 6203		624.19	3rd qtr phone service	6315	Telephone	N
	2162 Kanabec County Information Systems		4,374.19	2 Transactions			
55	1308 Lejonvarn/Kirsten						
	15- 484- 469- 8440- 6331		14.41	October DP&C mileage		Mileage & Meals	N
53	15- 484- 487- 8450- 6331		13.10	Oct- Nov TANF mileage		Mileage & Meals	N
54	15- 484- 487- 8453- 6331		134.93	Oct- Nov SF mileage		Mileage & Meals	N
	1308 Lejonvarn/Kirsten		162.44	3 Transactions			
37	667 Lighthouse Child & Family Services LLC						
	15- 484- 487- 8453- 6211		300.00	2 hours EBFHV 10/17/2023	7276	Services & Charges	N
38	15- 484- 487- 8453- 6211		29.47	travel 10/17/2023	7276	Services & Charges	N
	667 Lighthouse Child & Family Services LLC		329.47	2 Transactions			
27	377 Marco Inc						
	15- 484- 450- 0000- 6341		787.11	Sharp MX5070v Copier System	35374168	Rental & Service Contracts Copier	N
	377 Marco Inc		787.11	1 Transactions			
7	14361 Marco Technologies LLC.						
	15- 484- 450- 0000- 6341		246.38	base rate Sharp MX- 3115N	11815343	Rental & Service Contracts Copier	N
8	15- 484- 450- 0000- 6341		14.00	supply freight fee	11815343	Rental & Service Contracts Copier	N
	14361 Marco Technologies LLC.		260.38	2 Transactions			
46	1604 McClellan/Brianne						
	15- 484- 485- 8444- 6331		377.95	Oct- Nov suicide prev		Mileage & Meals	N
	1604 McClellan/Brianne		377.95	1 Transactions			
11	1143 McKesson Medical- Surgical Govt Solution						
	15- 484- 481- 8481- 6411		12.48	aloe, hand sanitizer	21333237	Supplies	N
13	15- 484- 481- 8481- 6411		7.50	handling, cold chain	21333237	Supplies	Y
12	15- 484- 481- 8481- 6432		25.60	germacied, lg wipes	21333237	Medical Supplies	N
10	15- 484- 487- 8456- 6411		12.48	aloe, hand sanitizer	21333237	Supplies	N
9	15- 484- 496- 8447- 6432		17.46	wipes, skin barrier, AHD SIL	21333237	Medical Supplies	N
28	15- 484- 496- 8447- 6432		65.15	foam, ADH SIL Lt/border 4x4	21386282	Medical Supplies	N

Sheila
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15 Community Health Fund

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 4

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		140.67	6 Transactions			
198	Mille Lacs Co. Community & Veterans Ser						
33	15- 484- 485- 8468- 6880		16.57	October Eats strategy		Grant Admin- Pass thru	N
34	15- 484- 485- 8468- 6880		28.56	October Tobacco strategy		Grant Admin- Pass thru	N
35	15- 484- 485- 8468- 6880		54.84	October Well- being strategy		Grant Admin- Pass thru	N
36	15- 484- 485- 8468- 6880		10.28	October Moves strategy		Grant Admin- Pass thru	N
198	Mille Lacs Co. Community & Veterans Ser		110.25	4 Transactions			
8040	Miller, Patti						
45	15- 484- 485- 8444- 6331		173.40	MHFA- SP mileage		Mileage & Meals	N
44	15- 484- 485- 8480- 6331		941.70	Oct- Nove RPC mileage		Mileage & Meals	N
8040	Miller, Patti		1,115.10	2 Transactions			
610	Minnesota Homecare Association						
14	15- 484- 496- 8447- 6289	E	1,489.85	2024 MN homecare assoc dues	300001953	Staff Development	N
610	Minnesota Homecare Association		1,489.85	1 Transactions			
52	Olson/Autumn						
56	15- 484- 487- 8450- 6331		6.55	November TANF mileage		Mileage & Meals	N
57	15- 484- 487- 8451- 6331		15.72	November HP mileage		Mileage & Meals	N
58	15- 484- 487- 8453- 6331		142.79	Oct- Nov SF mileage		Mileage & Meals	N
59	15- 484- 487- 8457- 6331		32.75	November MCH mileage		Mileage & Meals	N
52	Olson/Autumn		197.81	4 Transactions			
3333	Petersen/Renee						
48	15- 484- 469- 8440- 6411		26.82	AAA batteries for data loggers		Program Supplies	N
3333	Petersen/Renee		26.82	1 Transactions			
632	Pine County Health & Human Services						
15	15- 484- 485- 8468- 6880		854.86	October Eats strategy		Grant Admin- Pass thru	N
16	15- 484- 485- 8468- 6880		363.89	October Tobacco strategy		Grant Admin- Pass thru	N
17	15- 484- 485- 8468- 6880		906.54	October well- being strategy		Grant Admin- Pass thru	N
18	15- 484- 485- 8468- 6880		467.26	October Moves strategy		Grant Admin- Pass thru	N
632	Pine County Health & Human Services		2,592.55	4 Transactions			
1030	Ringler/Jennie						
64	15- 484- 496- 8449- 6331		85.15	Oct- Nov HHA mileage		Mileage & Meals	N
1030	Ringler/Jennie		85.15	1 Transactions			

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 5

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
65	1322 Ringler/Jezzalyn		136.24	Oct- Nov HHA mileage		Mileage & Meals N
	1322 Ringler/Jezzalyn		136.24	1 Transactions		
51	3174 Rosburg/Diane		294.10	Oct- Nov home care mileage		Mileage & Meals N
	3174 Rosburg/Diane		294.10	1 Transactions		
50	1452 Sandberg/Debbie		150.07	Oct- Nov CM mileage		Mileage & Meals N
	1452 Sandberg/Debbie		150.07	1 Transactions		
19	105 St. Clare Living Community of Mora		2,635.00	October PT visits		Services & Charges N
20	15- 484- 496- 8447- 6211		765.00	October PT Asst. visits		Services & Charges N
21	15- 484- 496- 8447- 6211		39.60	October PT Consultation		Services & Charges N
22	15- 484- 496- 8447- 6211		737.50	October drive time		Services & Charges N
23	15- 484- 496- 8447- 6211		286.75	October mileage		Services & Charges N
	105 St. Clare Living Community of Mora		4,463.85	5 Transactions		
24	1893 Tamarac Medical,Inc		44.85	3 blood lead	120519	Medical Supplies N
	1893 Tamarac Medical,Inc		44.85	1 Transactions		
25	2048 The Lamar Companies		500.00	child vax hwy 23 & 65		Progam Supplies N
26	15- 484- 490- 8489- 6411		350.00	child vax hwy 47 & 23		Progam Supplies N
	2048 The Lamar Companies		850.00	2 Transactions		
39	1333 Tomczak/Kailey		94.32	Oct/Nov HHA mileage		Mileage & Meals N
	1333 Tomczak/Kailey		94.32	1 Transactions		
61	1268 Tomczak/Kristi		82.53	Oct- Nov HM mileage		Mileage & Meals N
60	15- 484- 496- 8448- 6331		107.42	Oct- Nov HHA mileage		Mileage & Meals N
	1268 Tomczak/Kristi		189.95	2 Transactions		
69	1328 True Directions, Inc.		433.00	admin costs		Contracted Work Peer Recovery Sup N
	15- 484- 485- 8490- 6285					

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15 Community Health Fund

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 6

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
67	15- 484- 485- 8490- 6285		4 weeks peer recovery on call	13	Contracted Work Peer Recovery Sup	N
68	15- 484- 485- 8490- 6285		cell phone service	13	Contracted Work Peer Recovery Sup	N
70	15- 484- 485- 8490- 6285		14.25 hrs PRSS services	13	Contracted Work Peer Recovery Sup	N
71	15- 484- 485- 8490- 6285		Franklin Outdoor advertisin	13	Contracted Work Peer Recovery Sup	N
1328	True Directions, Inc.	2,668.98	5 Transactions			
452	Zaiser/Kelly					
43	15- 484- 481- 8482- 6331	238.42	Jun- Sep care nav mileage		Mileage & Meals	N
40	15- 484- 487- 8450- 6331	10.48	Jun- Sep TANF mileage		Mileage & Meals	N
42	15- 484- 487- 8453- 6331	48.47	May- Sep SF mileage		Mileage & Meals	N
41	15- 484- 493- 8452- 6331	307.20	Jun- Sep CM mileage		Mileage & Meals	N
452	Zaiser/Kelly	604.57	4 Transactions			
15 Fund Total:		24,976.59	Community Health Fund	34 Vendors	71 Transactions	
Final Total:		24,976.59	34 Vendors	71 Transactions		

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 7

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	15	24,976.59	Community Health Fund	
	All Funds	24,976.59	Total	Approved by,
			
			

December 7, 2023

a. Subject: Drone (UAS) program	b. Origination: Required by MN Statute 626.19
c. Estimated time: 15 min	d. Presenter(s): Sheriff Brian Smith

Sheriff Smith

c. Request Approval of the resolution in support of the Drone (UAS) Program

b. Drone Program Overview

The Kanabec County Sheriff's office has experienced numerous calls in which we have needed to request the use of a drone (UAS) from neighboring agencies over the past 6 months. These have ranged from aiding in the search for a dangerous felon, providing extra security while executing a search warrant, searching for a missing toddler in a rural area, and searching for a missing vehicle that left the roadway, but didn't know where they were at.

A drone will decrease the significant number of personnel needed in a search and rescue mission. Not only does it reduce the resources needed, it increases the success rate and lowers the time to complete the search. It can also be utilized both day and night, where as traditional searches are limited by daylight.

This would also be utilized in criminal investigations as we used them extensively in our most recent high-profile cases in Mora and Ogilvie.

Drones have also been found to be critical in saving lives, both officers and the subjects, during critical incidents. They were invaluable to Chisago County recently.

We would be utilizing a drone during canine tracks for violent offenders offering better protection for the officers and canines involved in the track.

Essentially, drones offer us the ability to cover more ground faster in critical situations, while providing a better bird's eye view. This allows us to respond faster, in a safer manner, and with a more complete product.

We will be utilizing forfeiture funds for this purchase and will not negatively impact next year's budget.

A draft of the required policy and reporting forms are included in this packet.

c. Request approval of the following resolution:

Resolution #____-12/7/23

Resolution in Support of a Kanabec County Sheriff's Office Drone (UAS) Program

WHEREAS, the Kanabec County Sheriff's Office has met the statutory requirements of Minnesota Statute 626.19 by attaining public input through a public hearing, as well as having drone (UAS) policies, procedures, and reporting forms in place; and

WHEREAS, the Kanabec County Sheriff's Office has funding available for its Drone (UAS) Program including hardware, software, training, and insurance expenses;

THEREFORE BE IT RESOLVED, the Kanabec County Board of Commissioners hereby issues a formal statement of support for the Kanabec County Sheriff's Office's Drone (UAS) Program for the enhancement of local public safety resources.

Unmanned Aerial System

606.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the use of an unmanned aerial system (UAS) and for the storage, retrieval, and dissemination of images and data captured by the UAS (Minn. Stat. § 626.19).

606.1.1 DEFINITIONS

Definitions related to this policy include:

Unmanned aerial system (UAS) - An unmanned aircraft of any type that is capable of sustaining directed flight, whether preprogrammed or remotely controlled without the possibility of direct human intervention from within or on the aircraft (commonly referred to as an unmanned aerial vehicle (UAV)), and all of the supporting or attached systems designed for gathering information through imaging, recording, or any other means (Minn. Stat. § 626.19).

606.2 POLICY

A UAS may be utilized to enhance the Office's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.

606.3 PRIVACY

The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations.

606.4 PROGRAM COORDINATOR

The Sheriff will appoint a program coordinator who will be responsible for the management of the UAS program. The program coordinator will ensure that policies and procedures conform to current laws, regulations, and best practices and will have the following additional responsibilities:

- Coordinating the FAA Certificate of Waiver or Authorization (COA) application process and ensuring that the COA is current, and/or coordinating compliance with FAA Part 107 Remote Pilot Certificate, as appropriate for office operations.
- Ensuring that all authorized operators and required observers have completed all required FAA and office-approved training in the operation, applicable laws, policies, and procedures regarding use of the UAS.

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Kanabec County SO Policy Manual

Unmanned Aerial System

- Developing uniform protocols for submission and evaluation of requests to deploy a UAS, including urgent requests made during ongoing or emerging incidents. Deployment of a UAS shall require written authorization of the Sheriff or the authorized designee, depending on the type of mission.
- Coordinating the completion of the FAA Emergency Operation Request Form in emergency situations, as applicable (e.g., natural disasters, search and rescue, emergency situations to safeguard human life).
- Developing protocols for conducting criminal investigations involving a UAS, including documentation of time spent monitoring a subject.
- Implementing a system for public notification of UAS deployment.
- Developing operational protocols governing the deployment and operation of a UAS including but not limited to safety oversight, use of visual observers, establishment of lost link procedures, and secure communication with air traffic control facilities.
- Developing a protocol for fully documenting all missions.
- Developing a UAS inspection, maintenance, and record-keeping protocol to ensure continuing airworthiness of a UAS, up to and including its overhaul or life limits.
- Developing protocols to ensure that all data intended to be used as evidence are accessed, maintained, stored, and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements. Electronic trails, including encryption, authenticity certificates, and date and time stamping, shall be used as appropriate to preserve individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody.
- Developing protocols that ensure retention and purge periods are maintained in accordance with established records retention schedules.
- Facilitating law enforcement access to images and data captured by the UAS.
- Recommending program enhancements, particularly regarding safety and information security.
- Ensuring that established protocols are followed by monitoring and providing periodic reports on the program to the Sheriff.
- Maintaining familiarity with FAA regulatory standards, state laws and regulations, and local ordinances regarding the operations of a UAS.
- Developing protocols for reviewing and approving requests for use of the Office UAS by government entities (Minn. Stat. § 626.19).
- Preparing and submitting the required annual report to the Commissioner of Public Safety (Minn. Stat. § 626.19).
- Posting the Office policies and procedures regarding the use of UAV on the office website, as applicable (Minn. Stat. § 626.19).
- Reviewing the program and UAS use for compliance with Minn. Stat. § 626.19.

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Unmanned Aerial System

606.5 USE OF UAS

Only authorized operators who have completed the required training shall be permitted to operate the UAS.

Use of vision enhancement technology (e.g., thermal and other imaging equipment not generally available to the public) is permissible in viewing areas only where there is no protectable privacy interest or when in compliance with a search warrant or court order. In all other instances, legal counsel should be consulted.

UAS operations should only be conducted consistent with FAA regulations.

Members shall not use a UAS without a search warrant, except (Minn. Stat. § 626.19):

- (a) During or in the aftermath of an emergency situation or disaster that involves the risk of death or bodily harm to a person.
- (b) Over a public event where there is a heightened risk to the safety of participants or bystanders.
- (c) To counter the risk of a terrorist attack by a specific individual or organization if the agency determines that credible intelligence indicates a risk.
- (d) To prevent the loss of life or property in natural or man-made disasters and to facilitate operation planning, rescue, and recovery operations.
- (e) To conduct a threat assessment in anticipation of a specific event.
- (f) To collect information from a public area if there is reasonable suspicion of criminal activity.
- (g) To collect information for crash reconstruction purposes after a serious or deadly collision occurring on a public road.
- (h) Over a public area for deputy training or public relations purposes.
- (i) For purposes unrelated to law enforcement at the request of a government entity, provided the request is in writing and specifies the reason for the request and a proposed period of use.

606.5.1 DOCUMENTATION REQUIRED

Each use of a UAS should be properly documented by providing the following (Minn. Stat. § 626.19):

- (a) A unique case number
- (b) A factual basis for the use of a UAS
- (c) The applicable exception, unless a warrant was obtained

606.6 PROHIBITED USE

The UAS video surveillance equipment shall not be used:

- To conduct random surveillance activities.

Kanabec County Sheriff's Office

Kanabec County SO Policy Manual

Unmanned Aerial System

- To target a person based solely on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
- To harass, intimidate, or discriminate against any individual or group.
- To conduct personal business of any type.

The UAS shall not be weaponized (Minn. Stat. § 626.19).

606.6.1 ADDITIONAL PROHIBITIONS

Unless authorized by a warrant, a UAS shall not be deployed with facial recognition or biometric-matching technology (Minn. Stat. § 626.19).

Unless authorized by a warrant or for purposes of a permitted use outlined in this policy, a UAS shall not be used to collect data on public protests or demonstrations (Minn. Stat. § 626.19).

606.7 RETENTION OF UAS DATA

The Records supervisor shall ensure that data collected by the UAS is disclosed or deleted as required by Minn. Stat. § 626.19, including the deletion of collected data as soon as possible, and in no event later than seven days after collection, unless the data is part of an active criminal investigation (Minn. Stat. § 626.19).

UAV Agency Data Collection Form

Minnesota Statutes §626.19

Please fill out this form as completely as possible.

Agency Information

Name of Law Enforcement Agency	Originating Agency Identifier (ORI)
--------------------------------	-------------------------------------

UAV Program Data for Calendar Year

Calendar Year of Submission	Cost of UAV Program for Calendar Year	Number of Times UAVs Deployed Without Warrant
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Uses of UAVs Without Warrant

For each deployment of a UAV without a search warrant, provide the following on the second page of this form:

- *date of the deployment*
- *statutory reason for the deployment*

If you require space for additional entries, submit additional copies of this form.

The reasons for a UAV deployment without a search warrant allowed by statute are provided below:

Reason Code	Reason
1	during or in the aftermath of an emergency situation that involves the risk of death or bodily harm to a person
2	over a public event where there is a heightened risk to the safety of participants or bystanders
3	to counter the risk of a terrorist attack by a specific individual or organization if the agency determines that credible intelligence indicates a risk
4	to prevent the loss of life and property in natural or man-made disasters and to facilitate operational planning, rescue, and recovery operations in the aftermath of these disasters
5	to conduct a threat assessment in anticipation of a specific event
6	to collect information from a public area if there is reasonable suspicion of criminal activity
7	to collect information for crash reconstruction purposes after a serious or deadly collision occurring on a public road
8	over a public area for officer training or public relations purposes
9	for purposes unrelated to law enforcement at the request of a government entity provided that the government entity makes the request in writing to the law enforcement agency and specifies the reason for the request and proposed period of use

This form must be submitted to the BCA no later than January 15 of each calendar year.

#	Deployment Date	Reason Code
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#	Deployment Date	Reason Code
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BILL TO:

Kannabec Sheriff's Office
Josh Arnold

josh.arnold@co.kanabec.mn.us
[320-674-0009](tel:320-674-0009)

SHIP TO:

Kannabec Sheriff's Office
Josh Arnold

josh.arnold@co.kanabec.mn.us
[320-674-0009](tel:320-674-0009)

Product Details	Qty	Price	Total
102001516 EVO II Dual 640T Enterprise Bundle V3 Includes: Aircraft (including battery, propellers, and gimbal cover) Autel Robotics 7.9" Smart Controller (with controller case) 2X Spare Propellers (pair) Smart Controller USB-C Charging Cable & Power Brick Battery Charger (Wall Cord and Power Converter) 3 x Battery Spare Controller Sticks 32 GB SD Card Smart Controller Hanging Neck Strap RTK Module Attachment Port Cover Enterprise Speaker Attachment Enterprise Seach Light Attachment Enterprise Strobe Light Attachment Evo II Battery Car - Charger Evo II Battery Multicharger	1	\$ 6,999.00	\$ 6,999.00
102001507 Autel Robotics Smart Controller, V3	1	\$ 1,199.00	\$ 1,199.00
102000199 Autel Robotics EVO II Battery	1	\$ 219.00	\$ 219.00
HDLP3 3 foot Landing Pad	1	\$ 69.99	\$ 69.99
FPI-TRAINING-UAS Not taxable Onsite training or new product installation and training - Daily rate.	1	\$ 2,000.00	\$ 2,000.00
Miscellaneous Estimated shipping cost *Actual shipping amount will be billed*	1	\$ 50.00	\$ 50.00
102000801 EVO Nano Premium Bundle/Orange includes: - Aircraft (battery, propellers, gimbal cover) - Remote Controller - Spare Battery (2) - Power Adapter - Multi-Charger - Spare Propellers (3 pair) - USB-C Charging Cable - Micro-USB, Lightning, and USB-C Connectors - Spare Screws (8) - Screwdriver - Propeller Holder - Shoulder Bag	1	\$ 949.00	\$ 949.00

Product Details	Qty	Price	Total
HDLP3 3 foot Landing Pad	1	\$ 69.99	\$ 69.99
Miscellaneous Evo Nano Battery - Orange 10200972	1	\$ 65.00	\$ 65.00
Miscellaneous Remote Part 107 Training Cost \$160/person	10	\$ 160.00	\$ 1,600.00

Sub Total:	\$ 13,220.98
Discount:	\$ 0.00
Tax:	\$ 0.00
Shipping:	\$ 0.00
Grand Total:	\$ 13,220.98

Valid Until: Nov 9, 2023

Special Notes

Shipping, handling, and applicable sales tax will be added to invoice

Terms and Conditions

All invoices are in U.S. Dollars. Prices are good for 30 days.

Payment terms are net 30 days upon approved credit. We also accept VISA, MasterCard and American Express. Returns may be accepted 30 days from invoice. A restocking fee of up to 25% may be charged for any return. Special orders are not returnable.

Shipping and handling charges are prepaid and added to invoice. Shipment will be made by UPS Ground unless otherwise specified, FOB Shipping Point.

}}

Signature*}}

}}

Signdate*}}

}}

Fullname*}}

[626.19] USE OF UNMANNED AERIAL VEHICLES.

Subdivision 1.

Application; definitions.

(a) This section applies to unmanned aerial vehicle data collected, created, or maintained by a law enforcement agency and to law enforcement agencies that maintain, use, or plan to use an unmanned aerial vehicle in investigations, training, or in response to emergencies, incidents, and requests for service. Unmanned aerial vehicle data collected, created, or maintained by a government entity is classified under chapter 13.

(b) For purposes of this section, the following terms have the meanings given:

(1) "government entity" has the meaning given in section 13.02, subdivision 7a, except that it does not include a law enforcement agency;

(2) "law enforcement agency" has the meaning given in section 626.84, subdivision 1;

(3) "unmanned aerial vehicle" or "UAV" means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft; and

(4) "terrorist attack" means a crime that furthers terrorism as defined in section 609.714, subdivision 1.

Subd. 2.

Use of unmanned aerial vehicles limited.

Except as provided in subdivision 3, a law enforcement agency must not use a UAV without a search warrant issued under this chapter.

Subd. 3.

Authorized use.

A law enforcement agency may use a UAV:

(1) during or in the aftermath of an emergency situation that involves the risk of death or bodily harm to a person;

(2) over a public event where there is a heightened risk to the safety of participants or bystanders;

(3) to counter the risk of a terrorist attack by a specific individual or organization if the agency determines that credible intelligence indicates a risk;

(4) to prevent the loss of life and property in natural or man-made disasters and to facilitate operational planning, rescue, and recovery operations in the aftermath of these disasters;

(5) to conduct a threat assessment in anticipation of a specific event;

(6) to collect information from a public area if there is reasonable suspicion of criminal activity;

(7) to collect information for crash reconstruction purposes after a serious or deadly collision occurring on a public road;

(8) over a public area for officer training or public relations purposes; and

(9) for purposes unrelated to law enforcement at the request of a government entity provided that the government entity makes the request in writing to the law enforcement agency and specifies the reason for the request and proposed period of use.

Subd. 4.

Limitations on use.

(a) A law enforcement agency using a UAV must comply with all Federal Aviation Administration requirements and guidelines.

(b) A law enforcement agency must not deploy a UAV with facial recognition or other biometric-matching technology unless expressly authorized by a warrant.

(c) A law enforcement agency must not equip a UAV with weapons.

(d) A law enforcement agency must not use a UAV to collect data on public protests or demonstrations unless expressly authorized by a warrant or an exception applies under subdivision 3.

Subd. 5.

Documentation required.

A law enforcement agency must document each use of a UAV, connect each deployment to a unique case number, provide a factual basis for the use of a UAV, and identify the applicable exception under subdivision 3 unless a warrant was obtained.

Subd. 6.

Data classification; retention.

(a) Data collected by a UAV are private data on individuals or nonpublic data, subject to the following:

(1) if the individual requests a copy of the recording, data on other individuals who do not consent to its release must be redacted from the copy;

(2) UAV data may be disclosed as necessary in an emergency situation under subdivision 3, clause (1);

(3) UAV data may be disclosed to the government entity making a request for UAV use under subdivision 3, clause (9);

(4) UAV data that are criminal investigative data are governed by section 13.82, subdivision 7; and

(5) UAV data that are not public data under other provisions of chapter 13 retain that classification.

(b) Section 13.04, subdivision 2, does not apply to data collected by a UAV.

(c) Notwithstanding section 138.17, a law enforcement agency must delete data collected by a UAV as soon as possible, and in no event later than seven days after collection unless the data is part of an active criminal investigation.

Subd. 7.

Evidence.

Information obtained or collected by a law enforcement agency in violation of this section is not admissible as evidence in a criminal, administrative, or civil proceeding against the data subject.

Subd. 8.

Remedies.

In addition to any other remedies provided by law, including remedies available under chapter 13, an aggrieved party may bring a civil action against a law enforcement agency to prevent or remedy a violation of this section.

Subd. 9.

Public comment.

A law enforcement agency must provide an opportunity for public comment before it purchases or uses a UAV. At a minimum, the agency must accept public comments submitted electronically or by mail. The governing body with jurisdiction over the budget of a local law enforcement agency must provide an opportunity for public comment at a regularly scheduled meeting.

Subd. 10.

Written policies and procedures required.

Prior to the operation of a UAV, the chief officer of every state and local law enforcement agency that uses or proposes to use a UAV must establish and enforce a written policy governing its use, including requests for use from government entities. In developing and adopting the policy, the law enforcement agency must provide for public comment and input as described in subdivision 9. The written policy must be posted on the agency's website, if the agency has a website.

Subd. 11.

Notice; disclosure of warrant.

(a) Within a reasonable time but not later than 90 days after the court unseals a warrant under this subdivision, the issuing or denying judge shall cause to be served on the persons named in the warrant and the application an inventory that shall include notice of:

(1) the issuance of the warrant or application;

(2) the date of issuance and the period of authorized, approved, or disapproved collection of information, or the denial of the application; and

(3) whether information was or was not collected during the period.

(b) A warrant authorizing collection of information with a UAV must direct that:

(1) the warrant be sealed for a period of 90 days or until the objective of the warrant has been accomplished, whichever is shorter; and

(2) the warrant be filed with the court administrator within ten days of the expiration of the warrant.

(c) The prosecutor may request that the warrant, supporting affidavits, and any order granting the request not be filed. An order must be issued granting the request in whole or in part if, from affidavits, sworn testimony, or other evidence, the court finds reasonable grounds exist to believe that filing the warrant may cause the search or a related search to be unsuccessful, create a substantial risk of injury to an innocent person, or severely hamper an ongoing investigation.

(d) The warrant must direct that, following the commencement of any criminal proceeding using evidence obtained in or as a result of the search, the supporting application or affidavit must be filed either immediately or at any other time as the court directs. Until the filing, the documents and materials ordered withheld from filing must be retained by the judge or the judge's designee.

Subd. 12.

Reporting.

(a) By January 15 of each year, each law enforcement agency that maintains or uses a UAV shall report to the commissioner of public safety the following information for the preceding calendar year:

(1) the number of times a UAV was deployed without a search warrant issued under this chapter, identifying the date of deployment and the authorized use of the UAV under subdivision 3; and

(2) the total cost of the agency's UAV program.

(b) By June 15 of each year, the commissioner of public safety shall compile the reports submitted to the commissioner under paragraph (a), organize the reports by law enforcement agency, submit the compiled report to the chairs and ranking minority members of the senate and house of representatives committees having jurisdiction over data practices and public safety, and make the compiled report public on the department's website.

(c) By January 15 of each year, a judge who has issued or denied approval of a warrant under this section that expired during the preceding year shall report to the state court administrator:

(1) that a warrant or extension was applied for;

(2) the type of warrant or extension applied for;

(3) whether the warrant or extension was granted as applied for, modified, or denied;

(4) the period of UAV use authorized by the warrant and the number and duration of any extensions of the warrant;

(5) the offense specified in the warrant or application or extension of a warrant; and

(6) the identity of the law enforcement agency making the application and the person authorizing the application.

(d) By June 15 of each year, the state court administrator shall submit to the chairs and ranking minority members of the senate and house of representatives committees or divisions having jurisdiction over data practices and public safety and post on the supreme court's website a full and complete report concerning the number of applications for warrants authorizing or approving use of UAVs or disclosure of information from the use of UAVs under this section and the number of warrants and extensions granted or denied under this section during the preceding calendar year. The report must include a summary and analysis of the data required to be filed with the state court administrator under paragraph (c).

EFFECTIVE DATE.

This section is effective August 1, 2020, provided that the chief law enforcement officers shall adopt the written policy required under subdivision 10 no later than February 15, 2021.

6:00pm Public Hearing

Truth in Taxation

December 7, 2023

REQUEST FOR BOARD ACTION

a. Subject: Public Hearing- Truth in Taxation	b. Origination: Required by MN Statute 275.065
c. Estimated time: 30 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Hold a public hearing to discuss the proposed Kanabec County 2024 budget and levy.

f. Background:

Notice of Public Hearing Kanabec County Board of Commissioners

Notice is hereby given that the Kanabec County Board of Commissioners will hold the Truth in Taxation public hearing on Thursday, December 7, 2023 at 6:00pm in Board Room #164 of the County Courthouse, 317 Maple Avenue East, Mora, MN to seek public input on Kanabec County's proposed 2024 budget and levy.

Comments may also be submitted in writing prior to the meeting at:

Kanabec County Board of Commissioners
c/o County Coordinator's Office
317 Maple Avenue East Suite 181
Mora, MN 55051

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

Published in the Kanabec County Times on 11/23/23.

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

6:30pm Appointment

December 7, 2023

REQUEST FOR BOARD ACTION

Subject: a. Renew Drug Task Force JPA b. Sheriff's Office Update	b. Origination: Sheriff's Office
c. Estimated time: 15 minutes	d. Presenter(s): Brian Smith

e. Board action requested:

Item A. Request approval of the following resolution to renew the East Central Drug Task Force JPA:

RESOLUTION #__-12/7/23

Resolution to Approve the Renewal of East Central Drug and Violent Offenders Task Force Joint Powers Agreement

WHEREAS, Kanabec County is a member of the East Central Drug and Violent Offenders Task Force through a joint powers agreement; and

WHEREAS, said joint powers agreement is due for renewal; and

WHEREAS, the Kanabec County Sheriff is in support of continuing membership in the East Central Drug and Violent Offenders Task Force;

THEREFORE BE IT RESOLVED, the Kanabec County Board of Commissioners hereby approves the renewal of the East Central Drug and Violent Offenders Task Force Joint Powers Agreement effective January 1, 2024;

BE IT FURTHER RESOLVED, Kanabec County's Board Chair, Board Clerk, County Attorney, and County Sheriff are authorized to sign said joint powers agreement.

Item B. Sheriff's Office Quarterly Report (Information only)

f. Background:

Supporting Documents: None **Attached:** ☒

Date received in County Coordinators Office:

Coordinators Comments:

EAST CENTRAL DRUG AND VIOLENT OFFENDERS TASK FORCE

JOINT POWERS AGREEMENT

The Parties to this Agreement are units of government responsible for the enforcement of controlled substance laws, deterrence of violent crimes and investigation of other associated unlawful activity in their respective jurisdiction. This agreement is made pursuant to the authority conferred upon the Parties by the Minnesota Joint Powers Act, Minnesota Statute §471.59.

NOW THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers, agree as follows;

1. **Name:** The parties hereby establish the ***East Central Drug and Violent Offenders Task Force*** ("Task Force")
2. **General Purpose:** The purpose of this Agreement is to establish an organization to coordinate efforts to investigate illegal drug activity, violent crime and assist in the prosecution of drug/violent offenders.
3. **Members:** The members of this Agreement shall consist of the following units of government:

Chisago County
Isanti County
Pine County
Kanabec County

Additional members may enter into this Agreement and become a member of the Task Force upon application by a unit of government or local law enforcement agency and following approval of a majority of the existing members of the Task Force Administrative Board.

4. **Administrative Board:**

- 4.1. Creation and Composition: A Joint powers board, known as the Task Force Administrative Board ("Board"), is established for the purposes contained herein with the powers and duties set forth in this Agreement. The Board shall consist of eight members, the police chief or sheriff and assistant chief or chief deputy of each of the members, or his or her designee or legal successor. One associate member from one of the participating counties' county attorney's office shall be appointed by the Board. Board members designated as such by a police chief or a sheriff must be full-time supervisory peace officers of their jurisdiction or office. Board members shall not be deemed employees of the Task Force and shall not be compensated by the Task Force.
- 4.2. Term: Board members shall be the police chief or sheriff, or their designee or legal successor. In the event that any Board member shall be removed by the appointed agency, the vacancy shall be filled by the appropriate appointed agency.
- 4.3. Officers: In January of each year, the Board shall elect from its members a Chair, a Vice-Chair, and a Secretary/Treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. Officers shall serve for a term of one (1) year or until the officer ceases to be a board member, whichever is shorter.

- 4.4. Meetings: The board shall have regular and special meetings at such times and places as the Board shall determine. The meetings of the Board shall be in compliance with Minnesota's Open Meeting Law, pursuant to Minnesota Chapter 13D. Special meetings may be held on three (3) days' notice by the chair or any two (2) board members, except that a special meeting to consider adoption of or amendments to the Board's operating rules pursuant to paragraph 6.1 shall require then (10) days' notice. The presence of two-thirds (2/3) of the board members at a meeting shall constitute a quorum.
- 4.5. Voting: Each Board member shall be entitled to one vote. Proxy voting by one member entity on behalf of another is not permitted, but a Board Member may designate a person, as provided in 4.1 and 4.2 above, to vote on his or her behalf. The Board shall function by a majority vote of the Board Members present. The associate member from a county attorney's office shall not be entitled to a vote.

5. Duties of the Administrative Board:

- 5.1. The Board shall formulate a program to carry out its purpose pursuant to paragraph 2, herein, including but not limited to setting the overall Task Force priorities budgets and operational policies and procedures. The Board shall maintain and oversee the Task Force in accordance to and in compliance with the grant contract, rules and guidelines established by the Commissioner of Public Safety and the violent Crime Coordinating Council. The Board shall follow all rules and guidelines as presented by the State Program Manager and those of applicable state and federal programs, specifically including, but not limited to those pursuant to Minn. Stat. 299A.642.
- 5.2. The Board shall coordinate intelligence between Task Force Agents and the members.
- 5.3. The Board shall appoint and supervise the Task Force Commander. The Board may appoint and supervise Team Leaders. All such appointments are subject to the concurrence of the Task Force Commander's Police Chief or Sheriff.
- 5.4. The Board shall cause to be made an annual independent audit of the books and accounts of the Task Force and shall make and file a report to its members which includes the following information:
- (a) The financial condition of the Task Force
 - (b) The status of all Task Force projects
 - (c) The business transacted by the Task Force; and
 - (d) Other matters which affect the interests of the Task Force.
- 5.5. The Task Force's books, reports, and records shall be open to inspection by its members, state, county/city and legislative auditors at all reasonable times.

6. Powers of the Administrative Board:

- 6.1. The Board may adopt and amend such bylaws that it may deem necessary or desirable for the conduct of the business of the Board. Such bylaws shall be consistent with the terms of this Agreement and any applicable laws or regulations.
- 6.2. The Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law. The Board may authorize the chair of the Board to execute contracts approved by the Board.
- 6.3. The Board may disburse funds in a manner which is consistent with this Agreement and with the method approved by law for the disbursement of funds by the parties to this Agreement.
- 6.4. The Board may apply for and accept gifts, grants, or loans of money or other property or assistance from the United States Government, the State of Minnesota, or any person, association, or agency for any of its purposes; enter into any agreement in connection therewith; and hold use, and dispose of such money, property, or assistance in accordance with the terms of this gift, grant, or loan relating thereto.
- 6.5. The Board or appointed Task Force Commander may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which it is organized.
- 6.6. The Board may contract with any of its members to take title to, hold, manage, and convey real property obtained by the Board and on its behalf as a result of civil asset forfeiture proceedings; to enter into contracts regarding such real property; and to pay reasonable and necessary expenses related to the hold, managing and conveyance of such real property. The member shall be entitled to reimbursement for such expenses upon sale of proceeds; the Board shall reimburse the member from other funds.
- 6.7. The Board shall maintain liability coverage for the Task Force and the activities carried out by the Board and assigned Agents, with a limit of at least \$1,500,000 per occurrence, or as may be otherwise required by Minnesota Statutes 466.04, Subd. 1.
- 6.8. The Board may hold such property as may be required to accomplish the purpose of this Agreement and upon termination of this Agreement make distribution of such property as provided for this Agreement.
- 6.9. The Board may create a policies and procedures manual to use by the Task Force, its members and assigned agents or personnel. If any policy or procedure therein conflicts with a member's policy and procedure, the member's policy or procedure shall apply to any agent assigned by the member to the Task Force pursuant to Section 8 hereunder.

7. Budgeting and Funding:

- 7.1. The members intend to fund the cost of operation of the Task Force from grant funds and matching funds from members' cities and counties, from proceeds of forfeiture actions, and from restitution. It is the members' intention that matching funds shall fund the continued cost of

maintaining the replacement officers for the full-time officer assigned by some members of the Task Force.

- 7.2. The Board shall adopt an annual budget based upon grant funds, member matching funds, and money made available from other sources. The Board may amend the budget from time to time.
- 7.3. The Board may contract with any of its members to provide budgeting and accounting services necessary or convenient for the Board. Such services shall include, but not limited to: management of all funds, including member contributions and grant monies, forfeiture proceeds; payment for contracted services; and relevant bookkeeping and recordkeeping. No payment on any invoice for services performed by any person providing services in connection with this Agreement shall be authorized unless approved by the Board Chair, Vice-Chair, or Secretary/Treasurer.
- 7.4. The members agree to contribute their grants funds and required matching funds to operate the Task Force.
- 7.5. All Funds shall be accounted for according to generally accepted accounting principles. The Secretary/Treasurer shall make a quarterly financial report of all expenditures and receipts, and current fund balances to the Board.
- 7.6. The Board may not incur debt.
- 7.7. The Board's obligation to reimburse members for any expense, furnish equipment and the like is contingent upon the receipt of grant funds for that purpose. If insufficient grant funds are received, the Board may reduce the level of reimbursement and/or reduce other expenditures.

8. Agents:

- 8.1. Each member shall inform the Board by the 1st of December of each year, the allocated number of experienced, full-time license police officer(s) to serve as Agents for the Task Force for the proceeding calendar year. The minimum number of licensed peace officers each member may assign to the Task Force is one (1). The number of licensed peace officer(s) per member allowed to serve as Agents for the Task Force must be approved by the Board before December 15th of each year.
- 8.2. Agents shall not be employees of the Task Force. Agents shall remain employees of the member that has assigned them to the Task Force and shall be compensated by that member. Each party to this Agreement shall be responsible for injuries to or death of its own personnel.
- 8.3. Agents will be responsible for investigation of drug offenses and the criminal activity of violent offenders, including intelligence management, case development, and case charging, handling and processing of evidence, Agents will also assist other Agents in surveillance and undercover operations. To the extent authorized by law Agents will work cooperatively with assisting members and non-members agencies, including sharing intelligence and information acquired by agents pursuant to this Agreement.

- 8.4. Agents will be supervised by the Task Force Commander or, in his/her absence, by the team leader assigned by the Task Force Commander to act in his/her behalf.
- 8.5. The Member appointing the Agent shall furnish the Agent a weapon, cellular phone, Computer/Laptop, wireless card and a vehicle, and pay any lease payments, insurance, maintenance and operating costs of the vehicle. Further, the Member appointing the Agent may pay all expenses associated with tuition, travel, lodging, and meal. Each party shall be responsible for damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or agents.
- 8.6. The members shall maintain the officer positions hired to replace the officer assigned to the Task Force, or maintain the full-time equivalent assigned to the Task Force as shown in 8.1

9. Task Force Commander and Team Leader(s)

- 9.1. From among the full-time Agents assigned by the members, the Board shall appoint a Task Force Commander who will serve at the Board's pleasure. The Task Force Commander shall remain an employee of the member that has assigned them to the Task Force.
- 9.2. The Task Force Commander shall be in charge of the day-to-day operation of the Task Force, including supervising the Task Force's assigned personnel subject to direction received from the Board. The Task Force Commander is responsible for staffing, scheduling, case assignment, case management, record keeping, informant management, buy fund management, petty cash management, intelligence management, and management of all property seized and held for forfeiture. The Task Force Commander will be responsible to keep the Board updated as to the Task Force's activity, which would include major case development within member jurisdictions. The Task Force Commander will supervise the drafting and executing of all search warrants initiated by the Task Force and will work cooperatively with the agencies with venue and/or jurisdiction over the case. The Task Force Commander will be responsible for all buy fund monies and petty cash funds, and will provide Board members with at least quarterly, or more frequently as deemed necessary by the Board, accounting of all funds disbursed and a written summary of activity with the unit.
- 9.3. The Task Force Commander may exclude Agents from further Task Force involvement subject to review by the Board. The member agency that assigned the Agent to the Task Force will be immediately notified of the Task Force Commander's actions.
- 9.4. From the Agents assigned by members, a Team Leader (s) may be appointed by the Task Force Commander, with the concurrence of the Agent's member, and serve at the Task Force Commander's pleasure. The Team leader (s) must be a full-time, licensed police officer of a member. The Team Leader(s) shall remain an employee of the member city or county at all times.
- 9.5. The duties, responsibilities, and authority of the Team Leader (s), while the Task Force Commander is absent, shall be the same as the Task Force Commander as described in paragraph 9.2 herein, if there is more than one Team Leader, the Task Force Commander will assign one Team Leader to act as the Task Force Commander while the Task Force Commander is absent.

10. **Forfeiture, Seizures, and Fines:** Items that are seized pursuant to this Agreement shall be used to support the Task Force efforts. The use and disbursement of these items must be approved by the Board. In the case of federal forfeiture actions, established federal rules shall be followed. In the case of state forfeiture actions, established state law and legal precedence shall be followed. The Board may divide all remaining forfeited items among Task Force members in proportion to the then-assigned full-time equivalent contributions of each member of this Agreement as set forth in paragraph 8.1 herein. Fine and restitution monies ordered paid to the Task Force by court order shall be used to offset equipment or operating costs of the Task Force not funded by grant or matching funds.

11. **Indemnification and Hold Harmless:** The Board shall purchase general liability insurance for activities of the Task Force. Such insurance shall name each member as an additional insured. By purchasing insurance, the members do not intend to waive, and the Agreement shall not be interpreted to constitute a waiver of, by any member, limitations on liability or immunities provided by any applicable Minnesota law, including Minn. Stat. Chs. 466 and 471. The cost of the general liability insurance shall be paid from funds provided to paragraph 7 hereunder.

The members of this Agreement are not liable for the acts or omissions of the other members of this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other members.

12. **Effective Date:** This Agreement shall take full effect on January 1st, 2024. The signed Agreement shall be filed with the Board's designated fiscal agent, who shall notify all members in writing of its effective date.

13. **Termination and Withdrawal:**

13.1. Termination Date: This Agreement shall terminate upon the occurrence of any one of the following events, whichever occurs first:

- When necessitated by operation law or as a result of a decision by a court of competent jurisdiction; or
- When a majority of Task Force Members agree by resolution to terminate the agreement upon a date certain; or
- On December 31, 2026

13.2. Withdrawal: Any member may withdrawal from this Agreement upon 60 days written notice to the Board. The Board shall notify the members pursuant to paragraph 14. Withdrawal shall not act to discharge any liability incurred by the member prior to withdrawal. Such liability shall continue until discharge by law or agreement. In the event of withdrawal by any member, the agreement shall remain in full force and effect as to all remaining members.

13.3. Effect of Termination: Upon termination of this Agreement, all Property of the Task Force shall be sold or distributed to the members in proportion to the then-assigned full-time equivalent contributions of each member of this Agreement as set forth in paragraph 7.1 herein.

14. Notice: Notice of withdrawal shall be provided by first class mail to the following:

Chisago County Sheriff's Office
15230 Per Road
Center City, MN 55012

Isanti County Sheriff's Office
2440 Main Street South
Cambridge, MN 55008

Pine County Sheriff's Office
635 Northridge Drive NW, Suite 100
Pine City, MN 55063

Kanabec County Sheriff's Office
317 East Maple Ave; Suite 143
Mora, MN 55051

In Witness Whereof, the Parties have caused this Agreement to be executed by the persons authorized to act for their respective Parties by passage of Resolution on the date(s) set forth below:

EAST CENTRAL DRUG AND VIOLENT OFFENDERS TASK FORCE

JOINT POWERS AGREEMENT

Chisago County:

Ben Montzka, Chair
Chisago County Board of Commissioners

Date: _____

Attest: _____

Date: _____

_____, Clerk to the Board

Reviewed and Approved:

Sheriff Brandon Thyen
Chisago County Sheriff's Office

Date: _____

Approved by Chisago County Board of Commissioners
Resolution No. _____

Reviewed as to form:

Janet Reiter
Chisago County Attorney

Date: _____

EAST CENTRAL DRUG AND VIOLENT OFFENDERS TASK FORCE

JOINT POWERS AGREEMENT

Isanti County:

Mike Warring, Chair
Isanti County Board of Commissioners

Date: _____

Attest: _____

Date: _____

_____, Clerk to the Board

Reviewed and Approved:

Sheriff Wayne Sieberlich
Isanti County Sheriff's Office

Date: _____

Approved by Isanti County Board of Commissioners
Resolution No. _____

Reviewed as to form:

Jeffrey Edblad
Isanti County Attorney

Date: _____

EAST CENTRAL DRUG AND VIOLENT OFFENDERS TASK FORCE

JOINT POWERS AGREEMENT

Kanabec County:

Rick Mattson, Chair
Kanabec County Board of Commissioners

Date: _____

Attest: _____

Date: _____

Kris McNally, Clerk to the Board

Reviewed and Approved:

Sheriff Brian Smith
Kanabec County Sheriff's Office

Date: _____

Approved by Kanabec County Board of Commissioners
Resolution No. _____

Reviewed as to form:

Barb McFadden
Kanabec County Attorney

Date: _____

EAST CENTRAL DRUG AND VIOLENT OFFENDERS TASK FORCE

JOINT POWERS AGREEMENT

Pine County:

Josh Mohr, Chair
Pine County Board of Commissioners

Date: _____

Attest: _____

Date: _____

_____, Clerk to the Board

Reviewed and Approved:

Sheriff Jeff Nelson
Pine County Sheriff's Office

Date: _____

Approved by Pine County Board of Commissioners
Resolution No. _____

Reviewed as to form:

Reese Frederickson
Pine County Attorney

Date: _____



Kanabec County Sheriff
18 N Vine St, Suite 143 | Mora, MN 55051 | Phone: (320) 679-8400

Annual Consolidated Monthly

Thursday, November 30, 2023
11:35:25 am

** For official use only **

Report covering 01/01/2023 through 09/30/2023
Compared to 1/1/2022 through 9/30/2022

	JAN			FEB			MAR			APR			MAY			JUN			JUL			AUG			SEP			OCT			NOV			DEC		
	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-			
911 Hang-ups, Abandoned, & C	58	62	7	78	40	-49	84	42	-50	78	37	-53	153	42	-73	166	38	-77	100	56	-44	72	45	-38	35	47	34	0	0	0	0	0	0			
Agency Assist	26	23	-12	31	21	-32	26	22	-15	29	38	31	33	29	-12	21	42	100	34	37	9	30	41	37	39	25	-36	0	0	0	0	0	0			
Airplane - All incidents	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Alarms All (Home, Business, B	19	23	21	16	17	6	11	13	18	27	8	-70	14	20	43	14	17	21	28	25	-11	20	18	-10	20	20	0	0	0	0	0	0	0			
Animal-All Other	32	28	-13	31	26	-16	60	45	-25	59	45	-24	57	51	-11	47	53	13	49	47	-4	42	54	29	58	49	-16	0	0	0	0	0	0			
Animal Bites	0	0	0	0	0	0	0	3	0	2	4	100	0	0	0	1	0	-100	1	2	100	1	1	0	1	0	-100	0	0	0	0	0	0			
Animal Neglect	0	1	0	1	0	-100	0	1	0	0	1	0	0	0	0	1	2	100	2	2	0	2	0	-100	1	0	-100	0	0	0	0	0	0			
County Dog Ordinance Violation	0	0	0	0	0	0	1	0	-100	2	0	-100	0	0	0	1	1	0	2	0	-100	0	0	0	0	0	-100	1	0	-100	0	0	0			
Arson	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0			
Assault - All	2	9	350	4	4	0	3	4	33	4	5	25	4	6	50	7	2	-71	6	8	33	12	4	-67	10	9	-10	0	0	0	0	0	0			
ATV Complaints - All including	0	0	0	0	1	0	0	1	0	2	4	100	1	8	700	3	1	-67	2	4	100	3	5	67	1	1	0	0	0	0	0	0	0			
Bicycle Calls	1	0	-100	0	0	0	0	0	0	0	1	0	0	0	0	2	0	-100	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0			
Boat and Water all calls includi	3	3	0	1	1	0	1	0	-100	2	2	0	4	3	-25	0	3	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0		
Building Security Checks	2	5	150	4	3	-25	0	0	0	2	2	0	1	1	0	0	0	0	1	3	200	0	1	0	0	1	0	0	0	0	0	0	0	0		
Burglary all calls	4	5	25	8	3	-63	4	3	-25	2	4	100	2	2	0	5	4	-20	1	7	600	4	6	50	6	7	17	0	0	0	0	0	0	0		
City of Mora ordinance violatio	0	0	0	1	0	-100	0	1	0	2	0	-100	1	0	-100	0	0	0	2	9	350	0	0	0	1	2	100	0	0	0	0	0	0	0		
Civil Assist calls	13	20	54	14	16	14	30	32	7	34	28	-18	27	40	48	24	32	33	17	50	194	38	26	-32	23	48	109	0	0	0	0	0	0	0		
Civil Process calls including par	0	0	0	0	1	0	0	1	0	2	1	-50	1	2	100	2	2	0	1	1	0	0	0	0	0	1	0	0	0	0	0	0	0			
Community	2	0	-100	1	0	-100	0	0	0	0	1	0	4	0	-100	2	0	-100	3	0	-100	1	1	0	1	0	-100	0	0	0	0	0	0	0		
County Ordinance Violation	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-100	0	0	0	0	0	0			
All Court and Courthouse calls	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Criminal Sexual conduct calls	8	3	-63	1	0	-100	5	5	0	4	2	-50	5	5	0	3	3	0	2	2	0	3	8	167	3	3	0	0	0	0	0	0	0	0		
Child Custody calls	3	3	0	3	5	67	7	2	-71	5	0	-100	7	6	-14	4	6	50	11	6	-45	4	6	50	2	4	100	0	0	0	0	0	0	0		
Damage to Property calls inclu	8	9	13	8	6	-25	10	5	-50	12	14	17	10	13	30	9	5	-44	18	12	-33	11	23	109	8	5	-38	0	0	0	0	0	0	0		
Sudden Deaths and Bodies fou	0	0	0	1	0	-100	0	0	0	2	0	-100	0	0	0	0	1	0	3	0	-100	0	0	0	1	1	0	0	0	0	0	0	0	0		



Kanabec County Sheriff
18 N Vine St, Suite 143 | Mora, MN 55051 | Phone: (320) 679-8400

Annual Consolidated Monthly

Thursday, November 30, 2023
11:35:25 am

** For official use only **

Report covering **01/01/2023** through **09/30/2023**
Compared to **1/1/2022** through **9/30/2022**

	JAN			FEB			MAR			APR			MAY			JUN			JUL			AUG			SEP			OCT			NOV			DEC		
	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-			
Disorderly Conduct calls	7	10	43	7	7	0	9	8	-11	9	6	-33	10	4	-60	21	12	-43	24	15	-38	10	6	-40	13	8	-38	0	0	0	0	0	0	0	0	
DNR calls including Fish/Game/	0	0	0	1	0	-100	0	0	0	0	1	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Domestic Disturbance/Assaults	9	10	11	7	7	0	11	8	-27	9	12	33	8	10	25	16	13	-19	12	9	-25	9	13	44	9	11	22	0	0	0	0	0	0	0	0	
Drug calls - All	2	1	-50	3	4	33	4	3	-25	5	2	-60	1	2	100	2	3	50	1	2	100	7	5	-29	3	4	33	0	0	0	0	0	0	0	0	
Escape / Flight	0	0	0	0	0	0	1	1	0	1	0	-100	0	0	0	1	1	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	
Escorts - including Funerals, R	2	2	0	2	3	50	3	5	67	0	4	0	3	7	133	3	4	33	5	3	-40	3	4	33	6	4	-33	0	0	0	0	0	0	0	0	
Fires- Deputy Only or Outside I	3	3	0	4	5	25	8	7	-13	5	2	-60	10	8	-20	6	6	0	4	4	0	6	3	-50	5	5	0	0	0	0	0	0	0	0	0	
Fire- Pages DNR Fire	0	0	0	0	0	0	0	0	0	0	1	0	3	1	-67	1	0	-100	0	0	0	2	0	-100	0	0	0	0	0	0	0	0	0	0	0	
Fire- Pages Mora Area Fire	9	4	-56	1	5	400	7	6	-14	1	3	200	6	9	50	8	3	-63	2	5	150	6	4	-33	5	7	40	0	0	0	0	0	0	0	0	
Fire- Pages Ogilvie Fire	0	2	0	0	3	0	0	0	0	3	1	-67	0	2	0	1	4	300	2	2	0	1	2	100	0	2	0	0	0	0	0	0	0	0	0	
Foot Patrol	27	24	-11	18	20	11	36	24	-33	36	27	-25	45	23	-49	30	19	-37	40	36	-10	49	26	-47	45	29	-36	0	0	0	0	0	0	0	0	
Found - All calls including anim	4	4	0	2	5	150	2	8	300	8	6	-25	8	10	25	11	8	-27	9	10	11	14	12	-14	6	7	17	0	0	0	0	0	0	0	0	
Fraud	8	16	100	8	8	0	6	4	-33	18	6	-67	3	10	233	9	3	-67	6	5	-17	3	6	100	0	8	0	0	0	0	0	0	0	0	0	0
Garbage Dumping complaints	1	0	-100	1	1	0	4	4	0	5	4	-20	2	4	100	4	2	-50	1	4	300	3	2	-33	0	4	0	0	0	0	0	0	0	0	0	0
Guns including permits	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	1	0	-100	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	
Harassing communications call	1	3	200	4	5	25	1	7	600	8	7	-13	11	9	-18	11	6	-45	9	12	33	7	9	29	6	11	83	0	0	0	0	0	0	0	0	
Hazardous Materials Calls - all	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Health and Safety	3	2	-33	6	2	-67	5	1	-80	2	4	100	6	6	0	6	3	-50	8	5	-38	4	4	0	4	5	25	0	0	0	0	0	0	0	0	
Secure Helipad	9	12	33	8	7	-13	10	5	-50	8	5	-38	11	9	-18	8	13	63	7	7	0	9	3	-67	10	11	10	0	0	0	0	0	0	0	0	
Homicides	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0		
Hospice Deaths	9	4	-56	2	5	150	4	7	75	4	5	25	2	4	100	5	4	-20	2	2	0	2	12	500	2	6	200	0	0	0	0	0	0	0	0	0
Information and misc calls	26	35	35	38	29	-24	43	35	-19	40	30	-25	52	66	27	55	49	-11	67	65	-3	58	51	-12	45	58	29	0	0	0	0	0	0	0	0	
Jail Incidents - Non Criminal	2	1	-50	0	2	0	2	1	-50	0	2	0	1	1	0	2	1	-50	1	5	400	1	4	300	1	2	100	0	0	0	0	0	0	0	0	0
Jail-Drugs	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Jail Medical	1	0	-100	0	0	0	0	0	0	1	0	-100	0	1	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0



Kanabec County Sheriff
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	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-	2023	2022	+/-			
Jail-All OTHER (non-criminal)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0			
Jail-Crim Sex (PREA)	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1	0	-100	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0			
Juvenile Alcohol complaints	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2	0	0	0	0	0	0	0			
Juvenile Drug complaints	0	0	0	1	0	-100	0	2	0	0	1	0	1	2	100	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0			
Juvenile calls excluding tobacco	6	7	17	5	6	20	9	13	44	3	7	133	18	18	0	12	9	-25	10	7	-30	16	13	-19	13	9	-31	0	0	0	0	0	0	0		
Juvenile Tobacco complaints	1	3	200	5	6	20	6	4	-33	1	3	200	2	0	-100	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0			
Abduction / Kidnapping	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0			
All Lost calls including animals,	1	1	0	0	2	0	1	0	-100	0	0	0	0	2	0	1	0	-100	2	0	-100	0	4	0	0	2	0	0	0	0	0	0	0	0		
Maltreatment	27	26	-4	19	25	32	38	30	-21	13	39	200	27	20	-26	15	16	7	21	13	-38	27	12	-56	21	31	48	0	0	0	0	0	0	0		
Medical Emergency	150	134	-11	116	122	5	142	119	-16	126	102	-19	130	117	-10	124	103	-17	132	122	-8	144	151	5	138	124	-10	0	0	0	0	0	0	0		
Medical - Drug Overdoses	1	0	-100	1	0	-100	0	0	0	2	2	0	0	2	0	0	0	0	0	1	0	5	1	-80	0	0	0	0	0	0	0	0	0	0		
Meetings and Presentations	2	2	0	2	1	-50	1	0	-100	2	0	-100	0	0	0	0	2	0	1	2	100	1	1	0	0	2	0	0	0	0	0	0	0	0		
Missing Person(s)	0	2	0	0	2	0	1	4	300	4	1	-75	2	2	0	4	2	-50	4	3	-25	5	3	-40	3	4	33	0	0	0	0	0	0	0		
Motorist Assist calls	11	10	-9	11	11	0	9	5	-44	17	4	-76	10	11	10	8	5	-38	15	3	-80	10	4	-60	6	8	33	0	0	0	0	0	0	0		
Neighborhood Disputes	5	0	-100	4	2	-50	2	0	-100	5	2	-60	3	0	-100	7	4	-43	10	9	-10	9	12	33	7	6	-14	0	0	0	0	0	0	0		
Noise complaints including loud	1	0	-100	1	2	100	2	5	150	5	4	-20	7	6	-14	15	9	-40	22	19	-14	11	8	-27	5	5	0	0	0	0	0	0	0	0		
Parking Violations	0	2	0	2	0	-100	1	1	0	1	2	100	0	2	0	1	2	100	1	0	-100	1	0	-100	0	0	-100	0	0	0	0	0	0	0		
Permit (Fireworks, Event, Othe	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0		
All Predatory Offender calls inc	73	3	-96	6	5	-17	7	6	-14	6	5	-17	75	8	-89	8	7	-13	87	88	1	8	10	25	83	13	-84	0	0	0	0	0	0	0		
All Public assist calls	21	16	-24	18	15	-17	10	18	80	24	12	-50	22	24	9	22	13	-41	21	11	-48	16	11	-31	20	21	5	0	0	0	0	0	0	0		
Records checks including empl	9	8	-11	9	11	22	15	7	-53	15	9	-40	28	24	-14	12	18	50	16	10	-38	13	11	-15	17	96	465	0	0	0	0	0	0	0		
Recovered goods including proj	0	0	0	0	0	0	0	1	0	1	0	-100	0	1	0	1	0	-100	2	2	0	0	2	0	1	1	0	0	0	0	0	0	0	0		
Resident Security Check	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0		
Road hazards	12	2	-83	6	4	-33	5	5	0	21	10	-52	14	38	171	5	9	80	14	8	-43	63	8	-87	9	15	67	0	0	0	0	0	0	0		
Robbery calls	0	0	0	0	0	0	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		



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Scams - All	3	6	100	5	3	-40	8	7	-13	8	5	-38	5	7	40	7	2	-71	4	8	100	5	6	20	3	6	100	0	0	0	0	0	0			
Search Warrants	0	0	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	1	0	-100	0	0	0	0	0	0			
Shooting complaints	0	2	0	0	2	0	2	2	0	0	0	0	2	6	200	2	4	100	3	6	100	4	2	-50	2	2	0	0	0	0	0	0	0			
Shoplifting complaints	0	1	0	0	2	0	1	1	0	0	1	0	0	0	0	1	1	0	1	2	100	0	0	0	0	0	0	0	0	0	0	0	0			
Snowmobile calls - all including	0	1	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Snowbird Parking	19	12	-37	13	36	177	29	70	141	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Stolen Property calls - all	2	0	-100	1	2	100	3	1	-67	1	1	0	2	4	100	1	4	300	0	2	0	2	2	0	0	3	0	0	0	0	0	0	0			
Stop arm violations	2	0	-100	1	1	0	3	0	-100	1	0	-100	0	1	0	0	0	0	1	1	0	0	1	0	1	1	0	0	0	0	0	0	0			
Sudden Deaths and Bodies fou	0	1	0	0	0	0	0	1	0	1	0	-100	0	0	0	0	0	0	0	0	0	0	0	2	6	200	0	0	0	0	0	0	0			
Suicide-Death	0	1	0	0	0	0	0	0	0	0	0	0	1	1	0	1	0	-100	1	0	-100	0	1	0	1	1	0	0	0	0	0	0	0			
Suicide threats-attempts	8	7	-13	3	4	33	4	9	125	3	7	133	4	8	100	9	8	-11	5	15	200	3	2	-33	11	7	-36	0	0	0	0	0	0	0		
Suspicious calls including persc	33	57	73	37	51	38	44	71	61	48	85	77	76	70	-8	58	73	26	58	77	33	65	72	11	69	81	17	0	0	0	0	0	0	0		
Theft calls - all not including m	13	12	-8	22	14	-36	15	17	13	13	23	77	33	18	-45	31	37	19	17	22	29	27	33	22	26	26	0	0	0	0	0	0	0	0		
All Threat calls	6	2	-67	7	6	-14	8	5	-38	3	6	100	9	10	11	6	8	33	9	8	-11	10	9	-10	7	3	-57	0	0	0	0	0	0	0		
Tobacco compliance checks,	0	0	0	0	0	0	0	0	0	1	0	-100	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Traffic / Driving complaints	25	15	-40	13	10	-23	25	26	4	19	20	5	40	23	-43	37	35	-5	38	34	-11	36	36	0	54	18	-67	0	0	0	0	0	0	0		
Traffic Accidents including all pi	20	11	-45	23	12	-48	23	15	-35	10	11	10	14	17	21	20	18	-10	17	16	-6	13	23	77	9	12	33	0	0	0	0	0	0	0		
Traffic violations all including ci	156	131	-16	111	112	1	134	124	-7	227	127	-44	267	109	-59	269	153	-43	205	148	-28	181	147	-19	208	175	-16	0	0	0	0	0	0	0		
Transport all (jail) except medi	9	9	0	8	9	13	12	21	75	8	7	-13	7	12	71	12	13	8	10	10	0	7	5	-29	13	9	-31	0	0	0	0	0	0	0		
Trespassing complaints	2	0	-100	3	3	0	0	2	0	3	0	-100	0	6	0	5	2	-60	2	6	200	5	1	-80	4	3	-25	0	0	0	0	0	0	0		
TZD -All Towards Zero Death si	0	0	0	0	0	0	0	0	0	15	32	113	0	0	0	0	0	0	27	0	-100	0	38	0	0	0	0	0	0	0	0	0	0	0		
Unwanted person non criminal	12	12	0	14	12	-14	8	17	113	13	13	0	16	16	0	4	16	300	15	17	13	14	14	0	8	12	50	0	0	0	0	0	0	0		
Vandalism calls all except mallt	0	1	0	0	2	0	0	0	0	0	2	0	0	0	0	1	2	100	2	1	-50	1	2	100	1	4	300	0	0	0	0	0	0	0		
Vehicle theft all including moto	1	1	0	0	1	0	0	0	0	0	0	0	0	2	0	2	2	0	1	1	0	0	1	0	2	1	-50	0	0	0	0	0	0			
Violation of Court orders all inc	11	0	-100	6	6	0	5	8	60	6	5	-17	4	6	50	2	12	500	4	8	100	10	2	-80	9	9	0	0	0	0	0	0	0	0		



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Vehicle off Road/Vehicle in Ditch	22	24	9	14	12	-14	25	18	-28	10	7	-30	4	9	125	2	8	300	5	6	20	1	9	800	1	9	800	0	0	0	0	0	0			
Warrant entry and arrests	17	6	-65	7	9	29	18	10	-44	9	15	67	11	9	-18	18	6	-67	15	17	13	25	7	-72	12	6	-50	0	0	0	0	0	0			
Weapons offenses including fel	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Weather - Monthly Test	1	1	0	1	1	0	1	2	100	2	3	50	1	1	0	1	1	0	2	1	-50	1	1	0	1	1	0	0	0	0	0	0				
Weather - Severe Storm Warni	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	1	1	0	1	0	-100	0	0	0	0	0	0	0	0				
Weather - Tornado Warning	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Welfare checks	35	38	9	32	25	-22	33	22	-33	30	31	3	32	41	28	34	41	21	35	50	43	45	47	4	41	28	-32	0	0	0	0	0	0			
	1022	894	-13	845	813	-4	1049	984	-6	1112	930	-16	1375	1076	-22	1273	1014	-20	1321	1223	-7	1226	1122	-8	1181	1171	-1	0	0	0	0	0	0			

6:45pm Appointment

December 7, 2023

REQUEST FOR BOARD ACTION

Subject: a. Request for approval of MCIS Hosting Services Agreement b. Update on the discussion to require payment of property taxes at the point-of-sale	b. Origination: Auditor's Office
c. Estimated time: 15 minutes	d. Presenter(s): Denise Snyder

e. Board action requested:

Item A. Request for approval of MCIS Hosting Services Agreement

Resolution #__ -12/7/23

WHEREAS, Kanabec County is currently with MCIS as the hosting provider for the TAX, CAMA and Payroll systems, which we began January 2023; and

WHEREAS, hosting the TAX, CAMA, and Payroll systems with MCIS is a cost savings to the County;

THEREFORE BE IT RESOLVED, that the County Board hereby approves the MCIS Hosting Agreement for 2024 and authorizes the Board Chair to sign said document.

**Item B. Update on the discussion to require payment of property taxes at the point of sale.
(Information Only)**

f. Background:

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:



MINNESOTA COUNTIES INFORMATION SYSTEMS HOSTING AGREEMENT

This Hosting Agreement is made by and between **Minnesota Counties Information Systems (MCIS)**, a Minnesota joint powers entity, and **Kanabec County**, a Minnesota political subdivision (Hosted Entity).

Recitals

1. The Hosted Entity (f/k/a County, Member) is a member of the MCIS joint powers entity, as defined by the MCIS Joint Powers Agreement.
2. The Hosted Entity owns and operates IBM-i (f/k/a iSeries, AS/400) server on which they run various software programs related to the Hosted Entity's statutory functions, or the Hosted Entity is a current subscriber to the MCIS hosted solution.
3. The IBM-i server, and peripheral backup hardware and operating system software require staff with sufficient expertise to operate, monitor and support.
4. Hosted entities find it difficult for individual political subdivisions to maintain staff with expertise on the IBM-i server, peripheral hardware, and operating system, and/or it is not cost effective to maintain this expertise.
5. As a solution, MCIS offers a hosted environment whereby MCIS acquires and maintains the requisite IBM hardware in a suitable location and hosts the software and data needed by the political subdivisions.
6. This Hosting Agreement sets forth the terms and conditions of the hosting relationship between MCIS and the Hosted Entity.

Terms

1. DEFINITIONS.

- a. **Budget Year.** MCIS Budget Year is January 1st through December 31st. The budget process typically starts February with the final budget approved at the MCIS Board meeting in July.
- b. **Planned Date.** The date the Hosted Entity plans to be implemented on the hosted environment. Upon signing, the Hosted Entity will provide the quarter and year they desire to move to the hosted server.
- c. **Implementation or Go-Live Date.** The month and year the Hosted Entity is cut over from their existing server to the hosted server for production purposes.
- d. **Calculation Date.** The first day of the planned date or implementation date, whichever is earlier.
- e. **Replacement Year.** The year the hardware is to be upgraded, which is currently planned every six (6) years. This cycle is amendable based on the needs and current conditions of hardware of MCIS with MCIS Board approval. The next cycle for Cybernetics equipment is 2028, and for IBM-I server, tape drive, HMC, and other peripherals is 2029.
- f. **LPAR.** A partition created on the shared IBM-I server for the hosted entity.
- g. **Device(s).** Electronic data processing equipment which can be set up to access the LPAR, such as but not limited to servers, laptops, desktop, cell phones, printers, scanners, tape drives, and so forth.
- h. **MCIS Software - applications and utilities used for MCIS developed software such as Tax, CAMA, Payroll/HR, and MCISQGPL utilities.**
- i. **MCIS 3rd Party utilities - Fresche's Presto runtime; ICS's FormSprint runtime w/PDF and email, ProData Data Base Utility (DBU), and future solutions that may be approved by the MCIS Board.**
- j. **MCIS Desktop utilities - IBM-i Access Client solutions, Start PC Command.**
- k. **Non-MCIS software – all other software not defined as MCIS software, 3rd party and/or desktop utilities. Examples such as TriMin's IFSpi, Social Welfare, Highway Costing, and so forth. MCIS will require a list of the software, vendor contact information, and the Hosted Entity product owners.**
- l. **Hosting Data Storage – storage that cannot be removed and required to keep the system running, such as but not limited SSD, SCSI, NVMe drives related to hosting IBM-i server(s), Hardware Management Console, and Cybernetics equipment.**
- m. **Removable media – portable devices that can be connected to computer hardware to provide data storage that can be removed while the system is running and not required to keep hardware operational, such as but not limited to USB memory stick, external hard drives, tapes, CDs, and DVDs.**



2. **EFFECTIVE DATE.** This Hosting Agreement is effective upon signing.

3. **HOSTING SERVICES.**

- a. MCIS will provide hosting servers and all necessary ancillary equipment, backup tapes, support, and maintenance to host the Hosted Entity's applications and data ("the Services"). MCIS will provide the processor capacity, disk space and memory to run the Hosted Entity's IBM-i applications. The specifications of the hardware used for hosted services shall be determined by MCIS at its sole discretion.
- b. The host server(s) will be in a data center with 24-hour security, redundant power, cooling, and broadband connectivity. Current arrangements are with Itasca County with their network staff providing network administration services.
- c. MCIS is responsible for applying PTF and microcode updates as needed to IBM-i server and associated operating system and peripheral equipment.
- d. MCIS will perform daily backups to a disk-based backup system with replication of the daily backups to secondary site. Monthly and yearly backup to physical tape and stored in a secure, off-site location with monthly tapes on a fifteen-month rotation and yearly's a seven-year rotation. The Hosted Entity reserves the right to specify a different retention schedule in writing, and MCIS obtains the right to determine additional charges if applicable.
- e. The Hosted Entity is responsible for providing all equipment and/or software necessary at the Hosted Entity's place of business for the Hosted Entity to access the hardware and systems provided by MCIS and for maintaining applicable software licensing.

4. **HOSTING FEES.**

- a. **Start-up Fees.** This fee is for Hosted Entities that are not implemented on the hosting solution on or before January 1, 2024. The fee will be a pro-rated costs of quarterly reserve and maintenance based on the month implemented in, required equipment hardware upgrades as needed, and software licensing transfer fees. This fee will be invoiced at the beginning of the first quarter following the implementation date.
- b. **Reserve Fee.** A fee to build up reserve funds for the replacement of the hosting hardware, associated operating system software, transfer fees from vendors, and pre-paid hardware/software maintenance. The fee is determined as part of the MCIS annual budget approval process. The Hosted Entity is responsible for this fee from the calculation date through replacement year defined as follows:
 - i. Hosted Entity having services on or before January 1, 2024, will be committed from January 2024 through replacement year.
 - ii. Hosted Entity implemented after January 1, 2024, will be committed from the calculation date through the replacement year.The reserve fee will be invoiced as follows:
 - i. Invoices are sent quarterly for the next three months of reserve fees due.
 - ii. In the Replacement Year, if the amount in the Reserve Fees fund does not cover the purchase price of the replacement equipment, MCIS reserves the right to charge an extra fee during the next budget cycle as approved by the MCIS Board.
- c. **Maintenance Fee.** The Hosted Entity shall pay a pro-rata share of the hardware and software maintenance costs, related supplies, and Itasca County's facility charge. The fee is determined as part of the MCIS annual budget approval process, and invoiced as follows:
 - i. If the Hosted Entity was implemented prior to January 1, 2024, then fees for the budget year are invoiced quarterly.
 - ii. If the Hosted Entity was implemented after January 1, 2024, then fees will be invoiced starting the quarter following the implementation date and quarterly thereafter.
- d. The Reserve and Maintenance fees can be revised yearly, at the MCIS Board sole discretion, to ensure expenses are properly covered and proper reserves are being accumulated for the future upgrade of hosting equipment components.



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- e. **Service Fee.** The Hosted Entity shall determine the “level of service” they want provided by MCIS during the yearly budgeting process (reference Exhibit 1 for Definitions of Levels of Service), and each level’s monthly fee is set by the MCIS Board during the annual budget process. A Hosted Entity can move up a service level but cannot move to a lower service level once the MCIS Budget is approved. Fee is payable as follows:
 - i. All fees are based on the Calculation Date.
 - ii. The first invoice occurs the first quarter after the implementation date and includes the number of months from the calculation date through the ending month of the last quarter MCIS has invoiced for multiplied by the selected level monthly service fee.
 - iii. Thereafter, on a quarterly basis, the hosted entity will be invoiced for the next three months multiplied by the selected level monthly service fee.
- f. If amounts owed by the Hosted Entity become past due, the Hosted Entity is subject to the penalties and restrictions set forth in the MCIS Joint Powers Agreement and/or Bylaws.

5. **SECURITY REQUIREMENTS.** It is of paramount importance that the Hosted Entity’s LPAR is secure. The Hosted Entity is responsible for maintaining security controls to prevent breaches from occurring on their network and infiltrating the LPAR. Security controls such as but not limited to are as follows:

- MCIS developed software requires a County to:
 - Maintain the current release level defined for MCIS’s software, 3rd Party, and desktop utilities.
 - For MCIS desktop utilities County IT will distribute/update on the required county personnel devices within a reasonable time-period required by MCIS.
 - Comply with “IBM’s Level 30 or 40 security controls” as described in Exhibit 2 (Defining MCIS Security Level 30/40)
- Anti-virus and/or end point detection recovery (EDR) tools on devices accessing the LPAR.
- Properly manage IBM-i user profile:
 - Ensure county personnel secure their IBM-i user profile passwords to guard against and prevent unauthorized access.
 - Restrict sharing of IBM-i user profiles, except in the instance of IBM system profiles, MCIS operations profile, and/or what’s agreed to between the Hosted Entity and MCIS.
 - Implement add, change, and enabling/disabling procedures with County staff.
 - Implement procedures for restricting access of terminated employees on a timely basis.
 - Implement procedures for review/approval when granting IBM-i’s advanced special authorities to user profiles.
- Alert MCIS to the following:
 - User profiles that need to be disabled due to termination, moving to another department where access no longer needed.
 - Immediately on a security incident/breach on and/or to Hosted Entity’s network that present a risk to the it’s LPAR.
- When disposing of hosted data storage and/or removable media, MCIS will adhere to the NIST Special Publication 800-88R (Exhibit 4). In the event the hardware doesn’t conform to this data sanitization standard, then MCIS will remove the hosted data storage components perform the purge techniques (crushing, degaussing, shredding) of the NIST standards. Any disposal costs occurred will be distributed evenly between the hosted counties on the next billing cycle.
- MCIS reserves the right to require the Hosted Entity to procure and maintain security software solutions that were agreed upon by the majority of the Hosted Entities and approved for purchase by the MCIS Board.
- MCIS reserves the right to maintain or not maintain Cyber Security Liability insurance as directed by the majority of hosted entities and/or MCIS Board.
- In the event of a security breach within the IBM-I hosting environment, guidance described in the Security Committee Charter will be followed (Exhibit 3).



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Notwithstanding any other term or agreement to the contrary, each Hosted Entity is solely liable for any and all data breaches that occur within their designated IBM-i partition and agrees to defend and indemnify MCIS and County renting hosting facility space, power and network connectivity from any claims arising from such data breaches.

6. TERM.

- a. This Agreement commences on the Effective Date and extends through December 31 of the Replacement Year. Replacement year can be revised by the MCIS Board for the next budget year and will communicate with the hosted entity regarding any changes.
- b. Any party may terminate this Agreement without cause upon 180 days' written notice to the other parties. In addition, this Agreement may be terminated if a party provides written notice of a breach of this Agreement and the breaching party fails to cure the breach within 60 days after receipt of the notice. If the Hosted Entity is the breaching party, it remains responsible for the Start-up, Service and Maintenance fees for the remainder of the budget year, and Reserve fees through the replacement year.
- c. If the Hosted Entity terminates this Agreement without cause by April 1 of the current year, then the Hosted Entity is not responsible for the Service and Maintenance fees after December 31 of the current year. If a Hosted Entity terminates without cause after April 1, then the Hosted Entity remains responsible for the Service and Maintenance fees for the current and next budget year regardless of the date of termination. If the Hosted Entity terminates this Agreement without cause prior to the December 31st of replacement year, the Hosted Entity remains responsible for payment of the Reserve fees through December 31st of the replacement year. The Hosted Entity acknowledges that the financial structure of the MCIS hosting service depends on guaranteed receipt of Reserve fees during the entire term of the hosted agreements. This clause shall survive termination of this Agreement.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY.

- a. To the extent allowed by law, MCIS and the Hosted Entity shall fully defend and indemnify and hold harmless the other party against all claims, losses, liability, suits, judgments, costs, and expenses by reason of action or inaction of the employees or agents of the indemnifying party arising in whole or in part from any act or omission of the indemnifying party, its subcontractors, and their agents, servants, or employees, incidental to the performance of this Agreement. This agreement to indemnify and hold harmless does not constitute a waiver by any party of limitations on liability under Minnesota Statutes Section 466.04 and other applicable law or rule.
- b. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes Section 471.59 subdivision 1a(a); provided further that for the purposes of this statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.
- c. The parties to this Agreement are not liable for the acts or omissions of the other Party to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Party.

8. **REPRESENTATIONS AND WARRANTIES.** Each party represents and warrants that the execution and performance of this Agreement has been duly authorized and the signatory to this Agreement possesses all necessary authority to enter into the Agreement.



9. DATA PRACTICES.

- a. All data created, collected, received, stored, used, or maintained on the MCIS equipment and on or through the associated Hosted Entity network equipment is subject to the requirements of the Minnesota Government Data Practices Act (MGDPA). All parties shall abide by the provisions of the MGDPA, the Health Insurance Portability and Accountability Act and implementing regulations, and all other applicable state and federal laws relating to data privacy.
- b. The parties hereto acknowledge that MCIS is only providing a hosting environment for the Hosted Entity's data. Data content is the sole responsibility of the Hosted Entity. All data requests under the MGDPA are to be responded to by the Hosted Entity as the responsible authority for the data. Any requests for data, or for changes, additions, or deletions to data, received by MCIS from a third party shall be forwarded to the Hosted Entity for response.
- c. The Hosted Entity shall annually provide MCIS with an authorization to access the data for the sole purpose of carrying out its hosting obligations under this Agreement.

10. RELATIONSHIP. This Agreement does not create a partnership, joint venture, or other business combination between the parties. Each party is responsible for its own insurance.

11. FORCE MAJEURE. No party shall be in breach of this Agreement in the event they are unable to perform their obligations as a result of natural disaster, war, emergency conditions, labor strife, the substantial inoperability of the Internet, the substantial inoperability of the State's WAN, or other reasons beyond their reasonable control, provided, however, that if such reasons or conditions remain in effect for a period of more than 30 days, any party may terminate this Agreement without further liability to that party.

12. NOTICE. Any notices required or permitted to be given under this Agreement shall be written in letter/memo form on company letterhead, signed on behalf of the party providing notice, and deemed received (1) upon receipt if personally delivered, which includes email; (2) on third day after mailing if sent by certified mail, return receipt requested; or (3) the next business day if sent by messenger or reputable overnight courier. Notices shall be sent to the following addresses:

Current MCIS Executive Director
Minnesota Counties Information Systems
413 S.E. 7th Ave.
Grand Rapids, MN 55744

Current MIS/IS Director/Manager
Kanabec County
317 Maple Avenue East
Mora, MN

13. ASSIGNMENT. No party shall assign its rights or delegate its duties under this Agreement without receiving prior written consent of the other parties.

14. WAIVER. The waiver of any provision or the breach of any provision of this Agreement shall not be effective unless made in writing. Any waiver by either party of any provision or the breach of any provision of this Agreement shall not operate as, or be construed to be, a continuing waiver of the provision or the breach of the provision.

15. EXECUTION. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument. Electronic copies shall be considered originals.



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16. **MISCELLANEOUS.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents, and proposals. Any amendment or modification to this Agreement shall not be valid unless such amendment or modification is in writing, signed by authorized representatives, and references this Agreement. Any and all causes of action between any party arising out of or related to this Agreement shall be venued in Itasca County District Court.

Minnesota Counties Information Systems

By: _____

Lyle R. Eidelbes

Print Name

Its: MCIS Executive Director

Dated: 10/30/2023

COUNTY OF Kanabec County

By: _____

Print Name

Its: _____

Dated: _____

EXHIBIT 1 – LEVELS OF SERVICE

Starting in 2024 MCIS is reducing support levels down to Level 2 and 3 for members configured on the MCIS IBM-I server, which is called “hosted support”. There is level 4 support for Members who desire their IBM-i server(s) to be managed by MCIS at their location, which is called “remote support”.

Definitions

- MCIS Software - applications and utilities used for MCIS developed software such as Tax, CAMA, Payroll/HR, and MCISQGPL utilities.
- MCIS 3rd Party utilities - Fresche's Presto runtime; ICS's FormSprint runtime w/PDF and email, ProData Data Base Utility (DBU), and future solutions that may be approved by the MCIS Board.
- MCIS Desktop utilities - IBM-i Access Client solutions, Start PC Command.
- Non-MCIS software – all other software not defined as MCIS software, 3rd party and/or desktop utilities. Examples such as TriMin's IFSpi, Social Welfare, Highway Costing, and so forth. MCIS will require a list of the software, vendor contact information, and the Hosted Entity product owners.
- Product Owner – County user(s) assigned as owner of a non-MCIS software, and/or County IT Director or County staff managing network security access.

Level 2 – Basic Support and MCIS Applications

Focused on basic IBM-i operational duties and activities related to the MCIS Software. All hosted and remotely supported members are required to take this level of support.

Basic operations duties:

- Managing, monitoring, and configuring daily, weekly, monthly, yearly partition backups.
- Backups as it pertains to hosted support. Note, for level 4 the backup method is based on that sites technology.
 - Daily backups are retained on disk-to-disk backup technology called Cybernetics.
 - Maintain a minimum of 35 daily tapes. The current procedure as of 2024 is to perform a 45-day rotation.
 - Cybernetics technology for deduplicating and replicating virtual tapes is utilized.
 - Daily the backups are sent to a secondary Cybernetics device for DR purposes. The secondary device stores only the current week of backups.
 - Perform monthly backup to physical tape and maintain a 15-month rotation.
 - Perform yearly backups to physical tape and retain up to 7 years.
 - Physical tapes are stored in the safe at MCIS offices.
 - Note - Tape technology changes with every upgrade cycle of IBM-I hardware that is scheduled every 5-6 years. Physical tape media that hasn't been cycled out and the new tape technology does not support may have to be sent to a 3rd party to duplicate the tape to the current technology. This will not be done until that specific tape is required. Most new tape technology can write's back one prior version but reads up to two versions back.
 - Remote considerations
- Scheduling of the standard “MCIS Full System Save” applications/process.
- Review daily backup results to ensure successful completion.
- Restore objects from previously available backups as needed.
- Monitor/respond to issues with nightly jobs the morning of each business day, such as backups, system start-up tasks, and daily, weekly, monthly jobs scheduled to run at night.
- Manage adding, changing, disabling, and enabling of base IBM-i user profile.

- Provide consultation on connecting laptops/desktop/servers' applications to the member's IBM-i partition's databases/applications, such as Access Client Solution (ACS), ODBC, FTP, and so forth. But not responsible for deploying/configuring the connection on non-IBM-i devices.
- Assist with configuration and/or issues occurring on print devices directly configured to IBM-i.
- Monitoring subsystems, job queues, QSYSOPR message queue, and PHP logs of MCIS developed applications.
- Installing/managing i-EventMonitor software and coordinating responses to alerts provided.
- Applying PTF, OS upgrades to IBM-i operating systems as needed.
- Applying patch and release updates to MCIS developed software, and utilities used for MCIS development and operational support, such as but not limited to Fresche Presto product, ProData's DBU, and ICS FormSprint product.
- Setup scheduled nightly jobs required by MCIS Software, and/or those requested by member's user(s).
- Perform MIS tasks associated with MCIS developed Tax/CAMA and Payroll.HR software checklists.
- Troubleshooting hardware/OS related issues and coordinating actions with IBM.
- Maintain the disaster recovery and business continuity plan for the IBM-I environment.
- Coordinate network issues resolution with member's IT Staff, facilities networking staff, and MCIS.
- Provide a pre-configured partition on the MCIS Development IBM-i server, that allows for faster DR recovery than starting from scratch.

DR Recovery Testing

- Performed on at least one member's partition per year. The goal is to cycle through members over a five to six-year period.
- Includes a connectivity test with member's IT staff.
- Recovery processes between partitions are similar, and all members can leverage results of the yearly test as documentation for their auditors.

Audit Reporting

- Configure IBM-i standard security auditing capabilities and specific audit controls the MCIS MIS User Group agrees to.
- Hosting members can request additional controls to be audited and reported on.
- Schedule monthly security audit reports, and alert member's security team of location and timing for availability.

Configure and administer general system clean-up.

- Configure MCIS standard process for aging output queues and files stored in user's primary integrated file folder (IFS), and so forth.
- Clean up of MCIS created folders for release installation, and standard MCIS and IBM journal receivers.
- Configure any override of folders County IT department specifies should have different days to retain or ignored all together.
- Monitor disk usage for spikes in abnormal usage and provide information to County IT of how to handle.

Provide coordinate of configuration and on-boarding of a new members to Hosted Solution

- Review roles, responsibilities, and expectations with County that are currently handled by county staff as it relates to the IBM-i to establish the level of support.
- Coordinate the communication of how county's users will transition to the new support model.
- Build/execute the plan for: project startup for roles/responsibilities and timeframes; network setup/configuration; application software assessment for communication with non-MCIS vendors;

assist with setup of Robocopy for CAMA images/sketches; partition configuration; testing the environment; and go live.

- Perform assessment of current security configuration on its adherence to MCIS operations team minimal requirements and IBM Level 30/40 or above standards
 - Provide an assessment of what is needed to meet the standards.
 - Create a plan and target date with the member to meet standards.
 - If needed, the county and MCIS will mutually agree to go live not meeting standards, but both will diligently and faithfully work to reach adherence on or before the established target date.

Security considerations / handling

- The member must maintain IBM Level 30/40 security standards or above as outlined in Exhibit 2.
- At a minimum, non-MCIS operation staff and/or QSECOFR profiles with advance levels of authority, such as *ALLOBJ, *IOSYSCFG, *JOBCTL, *SAVSYS, *SECADM, and *SERVICE, will need to authenticate on sign-in using Multi-Factor Authentication (MFA):
- Advanced user access should use multi-factor authentication (MFA) to the IBM-I. At a minimum these users should be multi-authenticated when accessing the County's network. If/when and MFA solution comes available it will be implemented on the IBM-I and managed by MCIS.
- If MCIS purchases a common security solution for hosted LPARs, then MCIS will implement, monitor, and manage the solutions). Examples would be MFA, Exit Point Management, Audit, and Encryption software.
- Devices connecting to the IBM-I (user desktop, laptop, servers), and connecting within must have appropriate anti-virus and/or End point detection/resolution software installed and ensure map drives to IBM-i are protected.
- Upon termination/departure of employee(s). County will notify MCIS through a help desk ticket to disable user profile within 24 hours of departure, assuming network profile was disabled immediately upon departure. In addition, the County will indicate timing for full removal of terminated employee user ID and owned objects.
- Yearly actions
 - MCIS will provide list of active users and last date of log in to the County IT Director
 - County IT Director will review and determine what action should be taken for disabling and/or removing the user(s).
 - MCIS will coordinate the activities for rename of objects owned with inactive/disabled profiles.
- County ensures that 3rd party's supporting non-MCIS Software access is controlled by Product Owner. If a vendor is granted high level access (i.e. can go anywhere in the system) that County is responsible for monitoring access, and managing the vendor according to MCIS and County's security policies.
- MCIS will manage basic security access to the IBM-i platform which will involve:
 - Establish procedures with County IT on how to handle non-MCIS vendor access to their partition.
 - Performing add, change, enabling/disabling of the IBM-i user profile.
 - Setup user access to MCIS developed software and required utilities used by MCIS software.
 - MCIS will utilize the MCIS menu solution to designate options they may need access to and/or direct them to the specific software they need access to.
 - Setup drive shares with required security settings specified for users, as needed.
 - Assist in configuration of security certificates on the IBM-i
- On MCIS managed IBM-i servers cooperatively purchased:
 - MCIS controls the QSECOFR, DST, MCISADMIN, and access to MCISXXX profiles.
 - Advanced access for MCISXXX profiles still has restricted access unless appropriate approval received by MCIS personnel to provide advanced access.
 - County can designate individuals, from their IT department, who can request access like QSECOFR. But they will place a helpdesk ticket to request access from MCIS and approval will be assessed to enable.

- MCIS requires the County to designate an individual(s) that will coordinate IBM-i tasks that need to be physically performed at their location(s) such as but not limited to setup of user application on desktop/personal devices, printers.

Level 3 – includes Level 2 plus these additional duties:

Focus on updating and patching “non MCIS applications and utilities” and provide performance assessment when notified of issues by county.

Handle operational duties for non MCIS Software.

- County will provide training/documentation for:
 - How to install releases/patches to software
 - How notifications for new releases/patches will be handled.
 - Process for setup and changing of users with product owner on applications.
 - List of county product owners for an application, and vendor contact information for support.
 - How vendors will request access to the application (managed by county, MCIS managed).
 - Instructions on daily, weekly, monthly, yearly responsibilities County IT currently performs such as but not limited to running specific options within application, setting up users’ access, clean-up steps, release/patch application, data clean-up/archiving tasks, and so forth.
- MCIS is willing to receive patch/release notifications of non-MCIS software.
 - County will work with vendors to get access to their support portal, if applicable.
 - If vendor has capabilities, MCIS will set up alerts when new releases/patches come available.
 - Upon notification, MCIS will coordinate with the product owner(s) on how to proceed.
 - If an alert is not available, MCIS will expect product owner to notify in a help desk ticket to when patches/releases are needed.

Handling 3rd party providers (Vendor)

- County ensures that vendor access is to the specific application only, and if vendor is granted higher level access that they are aware of County’s and MCIS security policies.
- Vendors will sign-in with their designated user profile and password.
- Vendor’s IBM-i profile will be disabled by default.
 - Product owner(s) will approve enabling IBM-i user profile of the vendor by placing a help desk ticket to MCIS.
 - Product owner(s) can override this by placing a help desk ticket to notify MCIS what vendor profiles should remain enabled.
- Access provided one of two ways:
 - County provides vendors with VPN access to their connection point, and routes them to County’s IBM-i partition.
 - If a County has vendor’s IBM-i profile always enabled, then MCIS has no way to monitor access and it becomes the full responsibility of County.
 - MCIS staff coordinates, as needed, vendor access through an MCIS supplied device:
 - Product owner must place a help desk ticket outlining purpose of request, date/time needed, Individual from vendor needing access contact information.
 - MCIS supplies a device for vendors to access County’s partition.
 - MCIS is not responsible for actions taken by vendors regarding activities performed on the non-MCIS software.
 - If using an MCIS provided device, MCIS staff will monitor activity of vendor while accessing application through MCIS supplied device.
- Assist vendor in building a connection to the County’s IBM-i partition from non-IBM-i servers (5250, ODBC), and setup of security to restrict access to vendor’s specific data/objects associated with their application. MCIS is not responsible for providing data extraction/query assistance.

- Setup of nightly scheduled jobs needed based on instructions from product owner and/or vendor.
- Perform daily, weekly, monthly, and yearly options within application that County IT performed, which excludes query creation.
- Handle removal of software when no longer needed or used on IBM-i.

Performance

- Upon identification or notification of an issue, the County users and/or County IT will report and log issues that are occurring with performance and details as requested by MCIS.
- MCIS will use this information to review the IBM-i performance tools to research the issue and provide directions to correct or where to go for additional assistance especially if it is related to non MCIS software performance.
- To resolve the issue MCIS may have to contract with an appropriate consultant (iTech, IBM, for investigation and will seek prior approval from County to move forward. This may be an additional charge to the county.
- If the issue is directly related to MCIS developed application performance, IBM-i hardware and/or Operating System, MCIS will coordinate the resolution. Otherwise, if its related to third parties, which are non-MCIS software and/or non-MCIS developed applications interfacing with MCIS developed databases and/or applications, then assume responsibility lies with that party for coordination.

Security

- MCIS will review security audit reports monthly. MCIS staff will recap issues for the IT Director, if any, and request action as needed.

Level 4 – Remote Support and/or County Specific requests

At a minimum performs the duties outlined in level 2. The county can request level 3 and additional duties they may have. Support assumes operational for one IBM-i server and one configured LPAR.

MCIS requirement of County

- As part of on-boarding, provide details of what current operations staff procedures to determine if/how it aligns to Level 2, and/or what additional services such as outlined in level 3. MCIS will review current procedures and processes performed and documentation available.
- For additional services, MCIS will work with County IT to define requirements before rendering a decision to include the service and if adjustment to pricing is needed.
- Provide personnel to perform special operational tasks that require physical contact with IBM-I server and related equipment, such as but not limited to mounting tapes, manually power-on/power-off of IBM-i server or tape drives, working with MCIS staff as connectivity issues occur, physical checks of IBM-i as instructed by MCIS and so forth.
- The standard fee is a markup cost, approved by MCIS Board, that is added to either Level 2 or 3 support because of the hardware being at a remote location.
- Examples of services that are beyond what is defined in Level 1 and 3
 - Additional IBM-i server and/or partitions to manage beyond the one.
 - High availability software
 - Special software utilities the County may be operating that are not associated with MCIS Software and/or MCIS 3rd Party Utilities.
 - Audit requests from County's internal/external auditors that are beyond standard audit reports.
 - Performing functions, a county user should be able to perform on applications.
 - DR recovery testing, unless it is to the MCIS hosted DR sever.

Level 2, 3 and 4 support disclaimers

MCIS does not provide the following for non-MCIS Software

- How to or researching problems with applications options, features, processes, procedures, or functions. User are required to work directly with the vendor.
- Securing confidential/private data of individuals, companies or other entities that may reside in the database of non-MCIS software.
- Identifying security improvements and/or securing the database and/or objects associated with non-MCIS Software.
- Creating and/or maintaining County user developed applications/queries that use MCIS Software and/or non-MCIS Software tables to build reports and/or user defined tables.
- Creating/maintaining data imports into vendor applications and/or environments outside the IBM-i.
- MCIS is not responsible for maintaining the code for special applications/process created on the IBM-i by County and/or non-MCIS software vendor personnel, such as but not limited user constructed queries, SQL calls from external source, and vendor/county constructed tables and/or tables views.

Handling Vendor and/or County constructed views over MCIS Software tables.

- MCIS assumes no responsibility for maintaining/managing custom views/tables when applying releases.
- After release is applied, the Vendor and/or County will review and recreate views as necessary.
- Vendor and/or County can have MCIS run a process to recreate views against MCIS table as an additional service. The Vendor and/or County must provide the following: script to run and detailed instructions; and contact information of the individual to pass on problems/issues that could occur in running of script (i.e name, phone number(s), email address).

Handling of notifications to table changes of MCIS Software

- MCIS provides notification to all Member counties at least 90 days in advance of table/view changes to MCIS Software with an approximate release the changes are planned for.
- If changes to tables are mandated by Minnesota Legislative actions that requires MCIS software to be changed in short cycle, the 90 day notification is waived.
- Upon notification, the County assumes responsibly to review/change custom views, queries, applications and so forth they may have created that use tables impacted.

EXHIBIT 2 – DEFINING MCIS SECURITY LEVEL 30/40

Your security level is set as system value (QSECURITY). But just setting this value does not ensure that you meet the standard as defined in the current IBM Power I OS Version Security Guide. What is discussed below are excerpts from the security guide to help define the expectations for a minimum-security level being established for the hosted environment. Before changing a production system, read appropriate material in the IBM Power I security guide for migrating from one level to another, and the MCIS Security Guide.

Security level

MCIS requires that hosted partitions have a security level of 30 or above on your system. The following requirements would meet security level 30 or 40:

- Both the user ID and password are required to sign on.
- Only someone with *SECADM special authority can create user profiles.
- The limit capabilities value specified in the user profile is enforced.
- Users must be given specific authority to use resources on the system, which implies the users must be given specific authority to resources instead of users having all authority.
- Only user profiles created with the *SECOFR user class are given *ALLOBJ special authority automatically (see below “setting of default Special Authority”)
- Use group profiles, and these groups are given *USE authority to specific resources. Specific users are attached to these group profiles.
- Users are provided no special authority as defined below.
- No default sign-on - The IBM-i stops any attempt to sign on without a user ID and password that can be done on lower security levels.

MCIS will coordinate hosted entities implementation to comply, but require the following:

- County MIS will assign a staff member to assist MCIS in coordinating with users to understand access and assist with non-MCIS software.
- Commitment to complete the task within a 60-day period, unless mutually agreed upon to extend timeframes.

Default special authorities associated with security level 30 or 40.

The system security level determines what the default special authorities are for each user class. When you create a user profile, you can select special authorities based on the user class. Special authorities are also added and removed from user profiles when you change security levels.

These special authorities can be specified for a user through proper authorization controls implemented by the county:

*ALLOBJ - All-object special authority gives a user authority to perform all operations on objects.

*AUDIT - Audit special authority allows a user to define the auditing characteristics of the system, objects, and system users.

*IOSYSCFG - System configuration special authority allows a user to configure input and output devices on the system.

*JOBCTL - Job control authority allows a user to control any jobs in subsystems and printing on the system.

*SAVSYS - Save system authority allows a user to save and restore objects.

*SECADM - Security administrator authority allows a user to work with user profiles on the system.

*SERVICE - Service authority allows a user to perform software service functions on the system.

*SPLCTL - Spool control authority allows unrestricted control of output queues on the system.

You can also restrict users with *SECADM and *ALLOBJ authorities from changing this security related system value with the CHGSYSVAL command. You can specify this restriction in the System Service Tools (SST) with the "Work with system security" option.

Table 2 shows a preferred approach to granting special authorities by each user class. The entries indicate that the authority is given at all security levels, limited/controlled to a few, or not at all.

Special authority	Recommended Granting Special Authority based on Types of Work				
	*SECOFR	*SECADM	*PGMR	*SYSOPR	*USER
*ALLOBJ	All				
*SECADM	All	All			
*JOBCTL	All			All	
*SPLCTL	All				
*SAVSYS	All			All	
*SERVICE	All				
*AUDIT	All				
*IOSYSCFG	All				

Hosted counties that have third parties, such as non-employees, vendors, consultants, and so forth, accessing their partition need to establish procedures following these points:

- Assign unique user profile on IBM-i for 3rd parties for auditing/tracking purposes.
- Require 3rd party to connect into the County's network through a secure connection. Then routed to the IBM-i where access is limited to the software functions the County has approved them access for.
- Profile with special authorities, such as *ALLOBJ, *IOSYSCFG, *SECADM, and/or *SERVICE, then independent access should not be allowed. Instead, set up a virtual meeting where County users, County MIS or MCIS can monitor what is occurring. If MCIS is monitoring, a help desk ticket with county authorization is required.
- If a user profile access is infrequent (as defined by county), then disable that user profile by default and enable when requested.

Instances where applications need to interface via an internet connection directly to hosting entities LPAR, and/or from the LPAR via internet connection to another web services/server (i.e. PRISM, E-Crv, printing tax statements from a web site, payroll self-service, and so forth):

- Utilize a secure connection (TLS/SSL) between entity and hosting center, especially when transmitting confidential/private data.
- Limit authorities of user profiles coming into the LPAR, and access to objects.
- For accessing into Hosted Entity's LPAR
 - The hosting center network team will assign a public IP address for the LPAR.
 - Where possible restrict access to incoming IP address, URL, domain name, and/or route to a specific application and only allows that application to run.
 - Use the IBM-i profile assigned to the application, and that profile should not be allowed to sign in interactively.

Exhibit 3 - MCIS Security Committee Charter

Purpose

The MCIS Security Committee's (the "Committee") primary purpose shall be to act on behalf of the MCIS Board in fulfilling the Board's oversight responsibility with respect to the Company's information technology use and protection. This document describes the compositions, functions, and authorities granted to the committee.

Committee Composition

- MCIS Executive Director – serving as chair of committee.
- MCIS Software Development Manager(s)
- IBM-i Network Administrator(s)
- As Needed
 - Contracted desktop, server, networking services provider, currently VC3
 - MCIS Executive Committee and/or MCIS Board designees
- When hosted environment is impacted.
 - Facility provider (Itasca County)
 - Member County IT Staff as defined by member's IT Director
 - Member County's Primary Board designee

Committee Functions

- Data Governance – To provide oversight of policies, procedures, plans, and execution intended to provide security, confidentiality, availability, and integrity of the information.
- Information Technology Systems – To oversee the quality and effectiveness of the company's policies and procedures with respect to its information technology development and support activities as it relates to the MCIS developed applications, accessing MCIS members' environment, including privacy, network security and data security.
- Incident Response – To review and provide oversight on the policies and procedures of the Company in preparation for responding to any material incidents.
- Disaster Recovery – To review periodically the organization's disaster recovery capabilities.
- Compliance Risks and Internal Audits – To oversee the management of risks related to the organization's information technology systems and processes, including privacy, network and data security, and any internal audits of such systems and processes.
- Advisory Role – To review the organization's information technology strategy or programs relating to new technologies, applications, and systems.
- General Authority – To perform such other functions and to have such powers as may be necessary or appropriate in the efficient and lawful discharge of the foregoing.

Committee's Authority

- The Committee shall have full access to all books, records, facilities, and personnel as deemed necessary and/or appropriate by any member of the Committee to discharge responsibilities hereunder.
- To expediate initial investigation the MCIS Executive Committee is pre-approved by the MCIS Board to authorize up to \$25,000 of reserve funds to engage special legal, financial, cybersecurity, publicity consultants, or other advisors or consultants as it deems necessary or appropriate in the performance its duties.

- For unbudgeted expenses beyond \$25,000
 - The Security Committee will prepare a proposal of need.
 - MCIS Executive Committee will make a recommendation to allocate additional funds, and/or how to expense may be allocated to individual joint power's members.
 - MCIS Board meeting will be assembled expeditiously by MCIS Executive Committee for approval to proceed.

The Security Committee shall have authority to require that any of the personnel, counsel, accountants (including independent outside auditors), or any other consultant or advisor, attend any meeting of the Committee or meet with any member of the Committee or any of its special, outside legal, accounting, or other, advisors or consultants.

The approval of this charter by the Board shall be construed as a delegation of authority to the Committee with respect to the responsibilities set forth herein.

On July 27, 2023 the MCIS approved the MCIS Security Committee Charter

Signed: Amber Peratalo
 Amber Peratalo, Chairperson

Attest: Nancy Nilsen
 Nancy Nilsen, Secretary

08/10/2023

Signature Certificate



Envelope Ref:406403a5c89461370e16e25264255d258bf97eb1

Author: Lyle Eidelbes Creation Date: 10 Aug 2023, 16:04:26, CDT Completion Date: 11 Aug 2023, 10:24:48, CDT

Document Details:



Name: Exhibit 3 - MCIS Security Committee Charter-R20230810

Type:

Document Ref: 91edb0f1aa7a0f00d451ef8df3d447b2f3f74eab82eeb93a1fa22e5d00258654

Document Total Pages: 2

Document Signed By:

Name: Nancy Nilsen
Email: nilsenn@stlouiscountymn.gov
IP: 71.13.38.43
Location: DULUTH, MN (US)

Date: 10 Aug 2023, 17:01:42, CDT
Consent: eSignature Consent Accepted
Security Level: Email

Nancy Nilsen

Signer ID :TNTFZXFM37...

Name: Amber Peratalo
Email: amber.peratalo@co.itasca.mn.us
IP: 207.171.101.27
Location: GRAND RAPIDS, MN (US)
Date: 11 Aug 2023, 10:24:48, CDT
Consent: eSignature Consent Accepted
Security Level: Email

Amber Peratalo

Signer ID :GF2PTABBIU...

Document History:

Envelope Created	Lyle Eidelbes created this envelope on 10 Aug 2023, 16:04:26, CDT
Invitation Sent	Invitation sent to Amber Peratalo on 10 Aug 2023, 16:11:07, CDT
Invitation Sent	Invitation sent to Nancy Nilsen on 10 Aug 2023, 16:11:07, CDT
Invitation Accepted	Invitation accepted by Nancy Nilsen on 10 Aug 2023, 16:59:38, CDT
Signed by Nancy Nilsen	Nancy Nilsen signed this Envelope on 10 Aug 2023, 17:01:42, CDT
Invitation Accepted	Invitation accepted by Amber Peratalo on 11 Aug 2023, 10:24:30, CDT
Signed by Amber Peratalo	Amber Peratalo signed this Envelope on 11 Aug 2023, 10:24:48, CDT
Executed	Document(s) successfully executed on 11 Aug 2023, 10:24:48, CDT
Signed Document(s)	Link emailed to amber.peratalo@co.itasca.mn.us
Signed Document(s)	Link emailed to nilsenn@stlouiscountymn.gov
Signed Document(s)	Link emailed to lyle.eidelbes@mcis.cog.mn.us

EXHIBIT 4 – NIST Special Publication 800-88 Revision 1

These specifications are maintained by the National Institute of Standards and Technology. The document is currently 64 pages and provides all the information on guidelines for data sanitization. To obtain the current version it is suggested you cut and paste this URL below into your browser window. Otherwise, contact MCIS to obtain a copy and email to you.

URL <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>

6:55pm Appointment

December 7, 2023

REQUEST FOR BOARD ACTION

a. Subject: Creation of an Extension Education Expo Assigned Fund	b. Origination: Auditor/Treasurer's Office & Extension
c. Estimated time: 5 minutes	d. Presenter(s): Tony Hansen, Extension Regional Director- Northeast Region

e. Board action requested:

Approve the following resolution:

Resolution #__ - 12/7/23

CREATION OF AN EXTENSION EDUCATION EXPO ASSIGNED FUND

WHEREAS Kanabec Count Extension conducts an Extension Education Expo annually and was initially funded by a University of Minnesota Extension Grant, and

WHEREAS the Expos continue to have good attendance and have generated donations, and

WHEREAS to secure their continuance with a minimal financial impact to the taxpayers of Kanabec County,

THEREFORE BE IT RESOLVED to approve the creation of an assigned fund beginning in 2023 for Extensions' Education Expos, allocating an initial sum of \$1,521.42, and allow donations and fund balance to carry over from year to year.

BE IT FURTHER RESOLVED that the Expo funds are accounted for under 01.663.000.8963.

f. Background:

Financial historical information below

EXTENSION EDUCATION EXPO 2013 -2023

01.663.8963

YEAR	ENTRY	DEBIT	CREDIT	BALANCE
2013	Registration Fees		155.00	
	Speaker	200.00		
	Supplies	157.90		-202.90
2014	Registration Fees		125.00	
	Speaker/Ads/Rent	655.60		
	Supplies/Prizes	728.03		-1,461.53
2015	U of M Grant		3,300.00	
	Registration Fees		280.00	
	Speaker+Lodging/Advertising	1,087.89		
	Supplies/Prizes/Food	1,158.06		-127.48
2016	U of M Grant		2,200.00	
	Registration Fees		175.00	
	Speaker/Ads	410.20		
	Food/Kids Project	272.13		1,565.19
2017	Registration Fees		325.00	
	Speaker/Ads	277.50		
	Food/Prizes/Kids Project	315.13		1,297.56
2018	County Levy		292.34	
	Supplies	292.34		1,297.56
2019	County Levy		379.54	
	Speaker/Supplies/Satellite	379.54		1,297.56
2020	County Levy		75.38	
	Printing	75.38		1,297.56
2021	County Levy		323.22	
	Supplies/Speaker	323.22		1,297.56
2022	County Levy		283.63	
	Supplies/Speaker	283.63		1,297.56
2023	County Levy		500.00	
	Donations		314.00	
	Utilities	130.00		
	Supplies/Speaker	460.14		1,521.42

Supporting Documents: None: ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

December 7, 2023
7:05pm Appointment Agenda of
Chad T. Gramentz, PE
Public Works Director

- | | |
|---|--------------------------|
| 1. Bridge 33530 Repair | Resolution #1 (12-05-23) |
| 2. Bridge 33514 Structural Analysis/Load Rating | Resolution #2 (12-05-23) |
-

Resolution #1 (12-05-23)
Br. 33530 on CSAH 19 over Snake River
Beam Bearing Repair

WHEREAS, a bridge safety inspection of Br. 33530 on CSAH 19 over the Snake River found a beam bearing connection in need of repair, and

WHEREAS, Redstone Construction, LLC has provided a jacking plan and quote of \$5,000 for the repair, and

WHEREAS, said quote was presented before the Board, and

THEREFORE BE IT RESOLVED to accept the quote of \$5,000 by Redstone Construction, LLC for the beam bearing repair on Br. 33530.

Resolution #2 (12-05-23)
Br. 33514 on CSAH 12 over Groundhouse River
Structural Analysis and Load Rating for Piling Repair

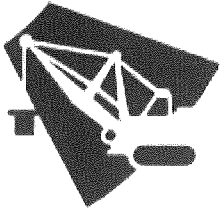
WHEREAS, a bridge safety inspection of Br. 33514 on CSAH 12 over the Groundhouse River identified steel pilings in need of repair, and

WHEREAS, a structural analysis and load rating is necessary to identify the proper repair, and

WHEREAS, LHB, Inc. has provided a quote of \$5,484.10 for analysis, load rating, and repair recommendation for Br. 33514, and

THEREFORE BE IT RESOLVED to accept the quote of \$5,484.10 by LHB, Inc. for analysis, load rating, and repair recommendation for Br. 33514

KANABEC CSAH 19 SNAKE RIVER (BR. JACKING)



Redstone Construction, LLC

P.O. Box 218

Mora, MN 55051

Telephone: 320-679-4140

Fax: 320-679-4154

Description: RESET OUT OF POSITION PAD
Structure: BR. OVER SNAKE RIVER
Contact: AARON LARSON
Phone: (320) 679-4140 x 108
Fax: (320) 679-4154
Cell: (612) 819-4567
Email: Aaron_Larson@redstoneconst.com

Bid Date: 11/30/23

Addendum:

Revision:

Project Goals:

Bid: BNKBJ

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MOBILIZATION / PROJECT PREP	1.00	LS	1,500.00	1,500.00
20	RE-POSITION BEARING PAD	1.00	LS	3,500.00	3,500.00
GRAND TOTAL					\$5,000.00

NOTES:

REDSTONE IS A UNION CONTRACTOR - SIGNATORY to:

Operating Engineers - Local #49

Carpetners - North Central States Reg. Council

Cement Masons - Local #633

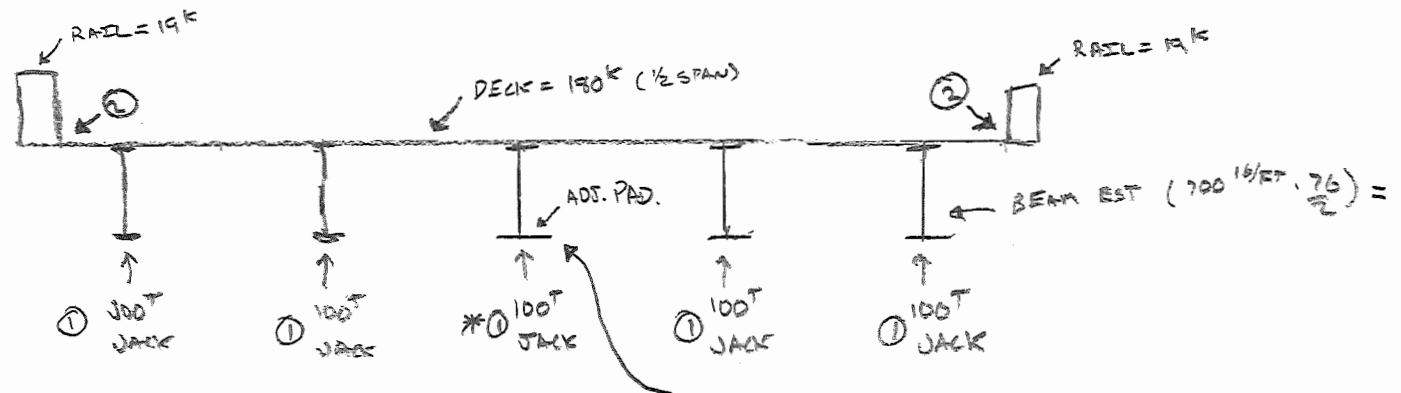
Laborer's Union

Inclusions / Exclusions:

- 1) No traffic control included. COUNTY TO PROVIDE FLAGGING SERVICES FOR PROJECT.
- 2) No Bond included. No Retention. 8% per annum over 30 days.

JACKING PLAN

SPAN $\approx 76'$
 WIDTH $\approx 42'$
 P.S. BEAMS $\approx 40"$ TALL



EST. WTS.

$$\begin{aligned} \text{TOTAL} &= 2 \cdot 19K \text{ (RAIL)} \\ &+ 180K \text{ (DECK)} \\ &+ 5 \cdot 26.6K \text{ (BEAMS)} \end{aligned}$$

351K

$$351 / 5.0 = 70K / \text{JACK.}$$

SEQUENCE

① INSTALL JACKS UNDER BEAMS JACK FROM SEATS

* USE JACKING ANGLE TO ADD JACK BEARING

- DUE TO SPACE OCCUPIED BY OUT OF POSITION PAD

② REMOVE EJ. COVER PLATES

③ JACK BRIDGE $\approx 3/4"$ MOVING EACH JACK NO MORE THAN $1/4"$ GREATER THAN NEXT JACK IN SERIES

④ REPOSITION PAD. LOWER JACKS. RE-INSTALL COVER PLATES.

* ANT. DURATION - SET UP 2 HR., JACK 1 HR., CLEANUP 1 HR.

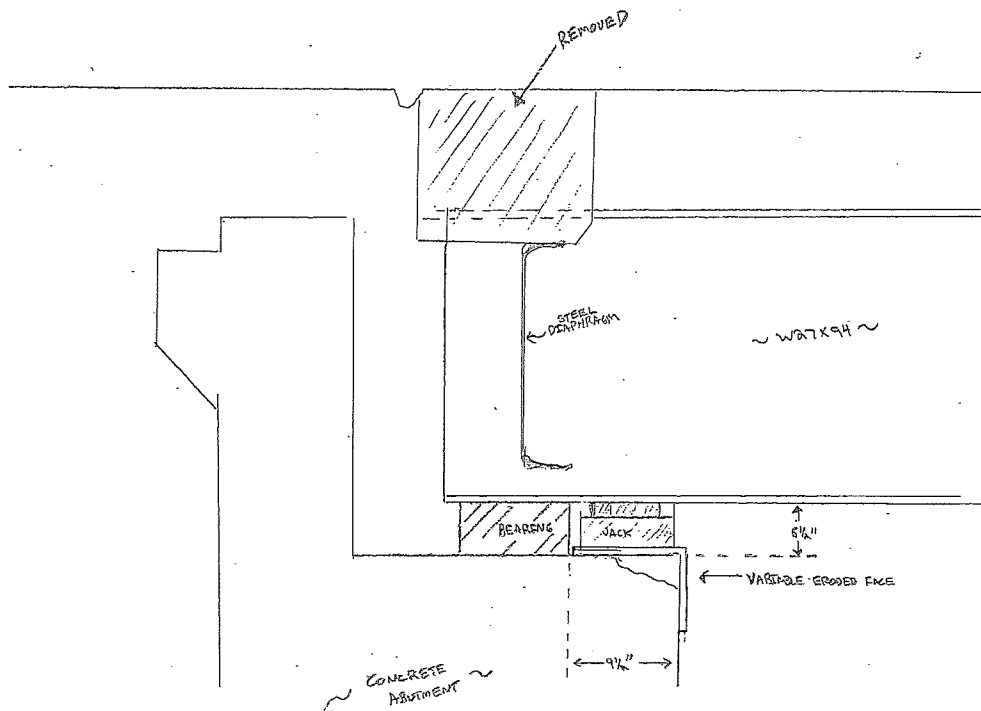


Redstone Construction Co.

P.O. Box 218 • Mora, MN 55051 • 320.679.4140 • Fax: 320.679.4154

Design Based on AISC LRFD Manual of Steel Construction

SAMPLE
JACKING
ANGLE





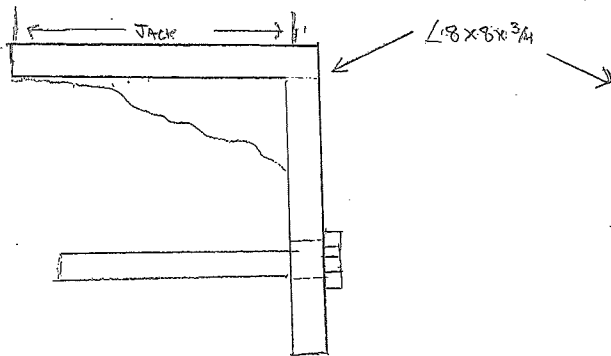
Redstone Construction Co.

P.O. Box 218 • Mora, MN 55051 • 320.679.4140 • Fax: 320.679.4154

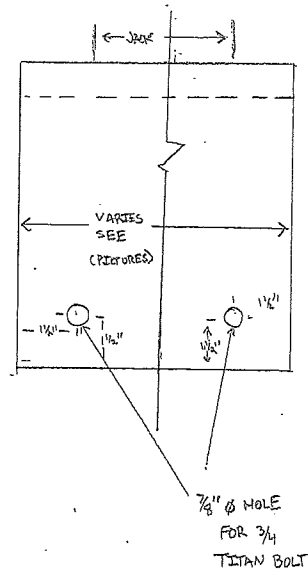
Design Based on AISC LRFD Manual of Steel Construction

JACKING ANGLE

SECTION



PLAN





This Agreement, effective November 28, 2023 by and between Kanabec County Public Works, 903 Forest Avenue, Mora, Minnesota 55051, hereinafter referred to as "Client," and LHB, Inc., a Minnesota corporation, 21 West Superior Street, Suite 500, Duluth, Minnesota 55802, hereinafter referred to as "LHB," is in response to the following:

- A. Client desires to have certain services done for it in connection with the Bridge 33514 Load Rating & Repair Recommendations project located in Kanabec County, Minnesota, hereinafter referred to as the "Project."
- B. LHB is able and willing to perform the services.

In consideration of the mutual covenants and agreements contained herein, Client and LHB hereby agree as follows:

I. SCOPE OF SERVICES

The services to be provided by LHB include field investigation, analysis and rating, and preparation of a Condition and Repair Summary.

Attachments, if any, further describe the Services.

II. COMPENSATION

Compensation for LHB's services shall be on an hourly basis for an estimated Five Thousand Four Hundred Eighty Dollars (\$5,480) and shall not exceed this amount without prior authorization.

III. REIMBURSABLE EXPENSES

The compensation for services includes payment for all costs and expenses that may be incurred by LHB in the performance of services.

This Agreement, including the following Terms and Conditions, represents the entire Agreement between the parties and supersedes all prior written or oral representations. This Agreement may be amended only by a written instrument executed by both parties.

Client and LHB have caused this Agreement to be executed as of the date first shown above.

LHB, Inc.


Signature

Jon W. Siiter

Printed Name

Engineering Principal

Title

Kanabec County Public Works

Signature

Printed Name

Title

1. General Conditions

The laws of the State of Minnesota shall govern this Agreement. Any provision of this Agreement later held to violate a law or regulation shall be deemed void. All remaining provisions shall continue in force.

LHB shall perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances. LHB shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

The parties acknowledge that additional Project costs may result due to omissions, ambiguities, or inconsistencies in the drawings and specifications prepared by LHB.

LHB shall neither have control over, or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work performed by any Contractors for this Project, since these are solely the Contractor's rights and responsibilities.

Any evaluation of Client's budget for the Project, the preliminary estimate of the cost of the Work, and any updated estimates prepared by LHB, represent LHB's professional judgment. It is recognized that LHB does not have control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices, or control over market conditions. Accordingly, LHB does not warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimate prepared by LHB.

If construction administration services are included, LHB, as a representative of Client, shall visit the site as agreed to by Client and LHB in this Agreement, to become generally familiar with the progress and quality of the Work and to determine if the Work in general is being performed in accordance with the drawings and specifications. LHB shall not be expected, nor required, to perform construction administration services beyond those specifically described in this Agreement and its attachments, nor to make exhaustive or continuous onsite inspections to check the quality or quantity of the Work.

Each party binds themselves and their successors to this Agreement. Neither Client nor LHB shall assign this Agreement without the written consent of the other party. Use of sub-consultants normally contemplated by LHB shall not be considered an assignment for purposes of this Agreement. No one will be a third-party beneficiary to the Agreement.

2. Client Responsibilities

Client shall provide full information on the requirements for the project.

Client shall provide to LHB, in writing, information known regarding existing conditions. The information will include, as appropriate to the Work: plans, topographic surveys, property line surveys, soil data including borings, reports from regulatory agencies, and prior reports and analyses. LHB shall be entitled to rely upon the information provided.

Client warrants to LHB that any documents provided by Client do not infringe upon the intellectual property rights held by another and will indemnify and defend LHB against any claims of infringement.

Client shall designate a representative, if other than the individual who executes this Agreement, who is authorized to act on Client's behalf to provide requested information and to make timely decisions regarding the Project.

All structures are subject to environmental exposures and require regular monitoring and maintenance to prevent deterioration. Such monitoring and maintenance are the sole responsibility of Client. If routine inspections and maintenance of the Project are not properly performed, damage to the structures may occur and LHB cannot be held responsible for any resultant damage.

3. Confidentiality

LHB agrees to keep confidential and not to disclose to any person or entity, other than LHB employees and/or subconsultants retained by LHB for the Project, any data or information furnished by Client that is marked in writing as confidential.

These provisions shall not apply to data or information, in whatever form, that: (1) is in the public domain; (2) is in the possession of LHB prior to this engagement; (3) is independently made available as a matter of right to LHB by a third party without obligation of secrecy; (4) is reasonably necessary for LHB to defend itself from any legal action or claim; (5) is required to be disclosed by statute, code, regulation, subpoena or other process of law.

Notwithstanding other provisions outlined above, Client shall make no request of LHB that, in the reasonable opinion of LHB, would be contrary to LHB's professional responsibilities to protect the public. Client agrees to take no action against or attempt to hold LHB liable in any way for, carrying out what LHB reasonably believes to be its public responsibility.

4. Use of LHB's Documents

The documents prepared by LHB ("Documents"), including Documents in electronic format, are solely for use with respect to this Project. All Documents, including drawings and specifications prepared or furnished by LHB pursuant to this Agreement, are the instruments of service to the Project, and LHB shall retain all common law, statutory and other reserved rights, including copyright. LHB grants Client a nonexclusive license to use the Documents solely for purposes of

constructing, using, maintaining, and altering the Project, so long as Client performs its obligations under this Agreement, including prompt payment of all sums when due. This license will terminate immediately upon a breach of this Agreement by Client.

If LHB's Documents are modified or otherwise altered by Client, a subsequent design professional, or any other party at Client's direction, Client agrees to indemnify, defend and hold LHB harmless for any claims, demands, damages or causes of action to the extent caused by such modification or alteration.

If Client requests Documents in electronic format, they will be limited to those used for bidding. Unless designated as record drawings, Client is responsible to account for any subsequent changes made to the Project during bidding by addendum, during construction by change order, or changes otherwise made by Contractor. Client will indemnify and hold harmless LHB from all claims caused by Client's use of the electronic Documents.

5. Payment Terms

Payments are due upon receipt of LHB's invoice. Amounts unpaid thirty (30) days from the date of LHB's invoice shall bear interest at the rate of eight percent (8%) per annum or 0.67% per month on the unpaid balance.

If it is necessary to enforce collection on any amount past due under this Agreement, Client shall reimburse LHB for all legal and other reasonable costs related thereto, including, but not limited to, attorney's fees, court costs, expert witness fees, professional and administrative time at regular hourly rates, and other collection costs.

6. Change in Work Scope

If a change in the Work is the result of a required item or component of the Project omitted from the Documents, Client shall be responsible for the cost required to add such an item or component to the Project, if such item or component would have been required and included in the original Documents. LHB is not responsible for costs to the Project that provide an upgrade or enhances the value of the Project.

If there is a material change in the circumstances or conditions that affect the scope of Work, compensation, schedule, allocation of risks, or other material terms of this Agreement, LHB shall notify Client and Client and LHB shall promptly, and in good faith, enter into negotiation to address the changed conditions, including equitable adjustment to LHB's

compensation. In establishing fees for any additional services to be performed, LHB shall utilize the attached rate sheet.

7. Dispute Resolution

Unless the parties mutually agree otherwise, the parties shall endeavor to settle disputes by mediation. A demand for mediation shall be filed, in writing, within a reasonable period of time after a claim, dispute, or other matter in question has arisen. No demand for mediation shall be made after the date when the legal or equitable proceedings, based upon such a claim, dispute, or other matter in question, would have been barred by an applicable statute of limitation.

8. Termination

In the event of substantial failure by one party, through no fault of the terminating party, to perform in accordance with the terms of this Agreement, this Agreement, and the obligation to provide further services under this Agreement, may be terminated by either party upon giving seven (7) calendar days written notice.

In the event of termination not the fault of LHB, LHB shall be compensated for all services performed and reimbursable expenses incurred prior to termination.

9. Consequential Damages

LHB and Client waive consequential damages for claims, disputes, or other matters in question arising out of, or relating to, this Project or Agreement.

10. Limitation of Liability

To the maximum extent permitted by law, Client agrees to limit LHB's liability for Client's damages to the sum of Fifty Thousand Dollars (\$50,000) or LHB's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

11. Energy Tax Deduction 179D

LHB may wish to pursue an energy tax deduction under Section 179D of the Internal Revenue Code for this Project. Such deductions are available to design firms for projects that reduce the overall energy use of a building. If LHB determines that this Project meets the relevant 179D criteria, Client agrees to allocate the tax deduction to LHB by signing an Acknowledgement Form, which is required by the IRS to receive the deduction.

12. Attachments

The following documents are attached and made an integral part of this Agreement.

- a. Fee Estimate Worksheet dated November 21, 2023



Bridge 33514 Load Rating & Repair Recs.
Kanabec County
Kyle Marynik

230904
November 21, 2023

9

Agenda Item #1

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of the County Coordinator

UNAPPROVED MINUTES

November 21, 2023

The Kanabec County Board of Commissioners met for a Budget Work Session at 8:00am on Tuesday, November 21, 2023 pursuant to adjournment with the following Board Members present: Rick Mattson, Tom Roeschlein, Wendy Caswell, Alison Holland and Peter Ripka. Others Present: Board Clerk Kris McNally and Public Works Director Chad Gramentz.

8:55am – The Chairperson adjourned the Budget Work Session.

The Kanabec County Board of Commissioners met at 9:00am on Tuesday, November 21, 2023 pursuant to adjournment with the following Board Members present: Rick Mattson, Tom Roeschlein, 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 Peter Ripka, seconded by Alison Holland and carried unanimously to approve the agenda as presented.

Action #2 – It was moved by Wendy Caswell, seconded by Tom Roeschlein and carried unanimously to approve the November 7, 2023 minutes as presented.

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

<u>Vendor</u>	<u>Amount</u>
AT&T Mobility	1,549.55
Card Services (Coborn's)	308.69
Card Services (Coborn's)	91.44
Card Services (Coborn's)	221.78
Carda, Lloyd	500.00
Chose, Fred	500.00

Consolidated Communications	1,145.77
East Central Energy	1,388.93
Enterprise FM Trust	4,236.15
Kanabec County Auditor HRA	6,000.00
Kanabec County Auditor-Treas	18,907.09
Kwik Trip Inc	15,708.33
Marco Inc	159.00
Midcontinent Communications	447.85
Minnesota Department of Finance	4,824.50
Minnesota Energy Resources Corp	10,088.88
Nyamari, Simon	600.00
Office of MN.IT Services	2,196.17
Quality Disposal	208.24
Quality Disposal	800.31
Spire Credit Union	21,028.65

21 Claims Totaling: \$ 90,911.33

9:02am – The Chairperson called for public comment three times. There were no responses.

9:04am – The Chairperson closed public comment.

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

Vendor	Amount
A and E Cleaning Services	690.00
Ace Hardware	68.72
Ace Hardware	1,996.00
Ace Hardware	35.87
Adam's Pest Control, Inc.	250.00
Advanced Correctional Healthcare	19,502.60
Advanced Correctional Healthcare	9,490.86
American DataBank	114.60
Anne M. Carlson Law Office, PLLC	740.00
Aspen Mills	99.00
Association of MN Counties	35.00
Bob Barker	268.00
East Central Drug & Violent Offender Task Force	6,250.00
East Central Solid Waste Commission	93.91
FBG Service Corporation	4,829.00
FBG Service Corporation	2,543.00
FBG Service Corporation	672.00

Fourness, Chris	152.05
G & N Enterprises	114.00
Garcia, Brenda	139.65
Glen's Tire	28.00
Glen's Tire	1,235.56
Granite City Jobbing Co	610.60
Gratitude Farms	500.00
Hoefert, Robert	873.77
J.F Ahern Co	180.14
J.F Ahern Co	852.00
J.F Ahern Co	434.06
Johnson's Hardware & Rental	34.11
Kanabec County Highway Department	40.50
Kanabec County Highway Department	199.43
Kanabec County Highway Department	194.79
Kanabec County Highway Department	186.55
Kanabec County Soil and Water	5,141.00
Kanabec Publications	454.00
Kanabec Publications	125.33
Kanabec Publications	138.00
Kanabec Publications	135.00
Made of Mora	20.00
Mattson Electric	646.10
MCAA	190.00
McKinnis & Doom PA	490.00
McKinnis & Doom PA	450.00
Michael Keller, Ph.D., L.P.	650.00
Milaca Chiropractic Center	85.00
Minnesota Dept. of Labor & Industry	220.00
Minnesota Monitoring Inc	160.00
Minnesota Pollution Control Agency	37,898.64
Motorola Solutions	2,115.00
MRA	925.00
MRA	1,110.00
NACO	450.00
NACVSO	50.00
Novus Glass	650.00
ODP Business Solutions	121.44
O'Reilly Auto Parts	98.97
Premium Waters, Inc	35.10
Priority Dispatch Corporation	500.00
Quill	29.99
Reimers, Tom	100.00

RELX Inc. DBA LexisNexis	220.00
River Valley Forensic Services, P.A.	750.00
RS Eden	428.93
RS Eden	6.80
Scotts Lawn & Landscapes	770.00
Squires, Waldspurger & Mace, P.A.	1,500.00
Stellar Services	72.46
Stellar Services	42.20
Stolarzyk, Jenea	234.97
Streicher's	249.00
Summit Companies	1,331.00
Summit Companies	839.00
Summit Companies	532.00
Summit Food Service Management	4,071.79
Summit Food Service Management	603.93
Summit Food Service Management	3,987.27
Thomsen, Brandon	304.24
Tinker & Larson Inc	430.10
Van Alst, Lillian	860.02
WEX	426.25

80 Claims Totaling: \$ 124,102.30

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

<u>Vendor</u>	<u>Amount</u>
A&E Cleaning Services	1,380.00
Aramark	599.52
Bjorklund Companies	5,838.84
Federated Co-op	841.88
Glens Tire	128.00
Gopher State One-Call	47.25
Hjort	5,660.00
Johnson Hardware	127.40
Kanabec County Highway Dept	56.55
Kanabec Publications	147.96
Knife River	460,872.62
Kwik Trip	31.50
Marco	352.17
MKJ Trucking	940.00
MN Dept of Labor	110.00
MN Paving & Materials	3,976.50

Morton Salt	26,818.24
Northern States Supply	677.33
Novus Glass	225.00
ODP Business Solutions	331.44
Olson Power & Equipment	78.30
Premier Outdoor Services	11,720.00
RTVision	3,150.00
Summit Companies	677.00
Towmaster	151.92
Trueman Welters	294.00
USIC Locating	70.00
Vault Health	237.46
Wallace, Bruce	57.07
Wiarcom	675.30
Ziegler	4,737.38

31 Claims Totaling: \$531,010.63

Action #6 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #6 – 11/21/23

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	\$929.20
Quality Disposal	\$3,835.80
Arthur Township	\$500.00
Total	\$5,265.00

Action #7 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to recess the meeting at 9:12am to a time immediately following the Family Services Board.

The Kanabec County Family Services Board met at 9:12am on Tuesday, November 21, 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 Tom Roeschlein, seconded by Alison Holland and carried unanimously to approve the Family Services Board Agenda as presented.

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

The Board reviewed the Family Services 3rd Quarter 2023 Report. Information only, no action was taken.

Action #FS9 – It was moved by Wendy Caswell, seconded by Alison Holland and carried unanimously to approve the following resolution:

Resolution #FS9 - 11/21/23

Children's Mental Health Screening Grant Agreement resolution

WHEREAS, the STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) is empowered to enter into contracts for the following services: mental health screenings, assessments, and referrals for diagnostic assessment and/or treatment for children within the child welfare and juvenile justice populations (prioritizing funds for uninsured and underinsured children) and,

WHEREAS, such a contract has been presented to Kanabec County Family Services for the term January 1, 2024 through December 31, 2024, and

WHEREAS, Kanabec County Family Services represents that it is duly qualified and willing to perform these services.

THEREFORE BE IT RESOLVED the Kanabec County Family Services Board approves an Agreement with the Minnesota Department of Human Services and Kanabec County, doing business as Kanabec County Family Services to provide Children's Mental Health Screening services commencing January 1, 2024 through December 31, 2024 and the Family Services Director e-signing said Agreement.

Action #FS10 – It was moved by Peter Ripka, seconded by Wendy Caswell and carried unanimously to approve a consent agenda including all of the following actions:

Resolution #FS10a - 11/21/23

Psychiatric Services Contract – Dr. Paul Richardson

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

WHEREAS, such a contract has been presented to the Kanabec County Board of Commissioners for the year 2024;

THEREFORE BE IT RESOLVED to approve an agreement for psychiatric services for the year 2024 with Dr. Paul Richardson for 4 hours per week at \$250 per hour for the time period January 1, 2024 through December 31, 2024.

Resolution #FS10b - 11/21/23

Psychological Services Contract –Karissa Ignaszewski

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

WHEREAS, such a contract has been presented to the Kanabec County Board of Commissioners for a period beginning January 1, 2024 and ending December 31, 2024, and

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

THEREFORE BE IT RESOLVED to approve an agreement for psychiatric services for the period beginning January 1, 2024 and ending December 31, 2024 with Karissa Ignaszewski at the rate of \$92.65 not to exceed 416 hours quarterly.

Resolution #FS10c - 11/21/23

Mille Lacs County Psychiatric Services Resolution

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

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

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

NOW, THEREFORE BE IT RESOLVED that the Kanabec County Human Services Board approves Kanabec County Family Services entering into an agreement for Psychiatric Services to commence January 1, 2024 through December 31, 2024 with Mille Lacs County.

Resolution #FS10d - 11/21/23

Psychiatric Services Contract Jessica Stokes– resolution

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

WHEREAS, such a contract has been presented to the Kanabec County Board of Commissioners for a period beginning January 1, 2024 and ending December 31, 2024, and

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

THEREFORE BE IT RESOLVED to approve an agreement for psychiatric services for the period beginning January 1, 2024 and ending December 31, 2024 with Jessica Stokes at a rate of \$87.50 per hour not to exceed 390 hours per quarter.

Resolution #FS10e - 11/21/23

Pine County Psychiatric Services Resolution

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

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

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

NOW, THEREFORE BE IT RESOLVED that the Kanabec County Human Services Board approves Kanabec County Family Services entering into an agreement for Psychiatric Services to commence January 1, 2024 through December 31, 2024 with Pine County.

Resolution #FS10f - 11/21/23

Regional AMHI Medication Management Resolution

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

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

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

THEREFORE BE IT RESOLVED that the Kanabec County Family Services Board approves entering into an agreement with Isanti County, on behalf of the Region 7E Adult Mental Health Initiative for regional adult mental health outpatient medication management and client outreach services through management of the Region 7E mental health website for the period January 1, 2024 through December 31, 2024.

Resolution #FS10g - 11/21/23

Detoxification Services – Central MN Mental Health Center

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

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

WHEREAS, such an agreement has been presented to the Kanabec County Board of Commissioners, for the year 2024;

THEREFORE BE IT RESOLVED to approve an agreement for detoxification services for the year 2024 at a daily rate of \$1000.00 per client, with Central Minnesota Mental Health Center for the time period January 1, 2024 through December 31, 2024 and for the Human Services Director to sign such Agreement.

Resolution #FS10h - 11/21/23

Central MN Jobs and Training
Agreement and Budget Resolution

WHEREAS, Kanabec County Family Services has contracted with Central Minnesota Jobs and Training (CMJTS) for employment and training services for cash and assistance clientele, and

WHEREAS, Central Minnesota Jobs and Training has submitted an annual budget, work plan and Agreement for 2024; and

WHEREAS, the Kanabec County Human Services Director is recommending approving contracting with Central Minnesota Jobs and Training in 2024 for employment and training services and approving the budget, work plan and Agreement CMJTS has submitted;

THEREFORE BE IT RESOLVED the Kanabec County Family Services Board approves contracting with Central Minnesota Jobs and Training for employment and training services and approves the 2024 budget, work plan and Agreement submitted.

Action #FS11 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to approve the payment of 117 claims totaling \$235,659.36 on Family Services Funds.

Action #FS12 – It was moved by Peter Ripka, seconded Tom Roeschlein and carried unanimously to adjourn Family Services Board at 9:42am and to meet again on Tuesday, December 19, 2023 at 9:20am.

The Board of Commissioners reconvened.

Lakes & Pines Community Services Department Director, Jennifer Erdmann met with the board to give an update regarding Lakes & Pines Programs & Funding. Information only, no action was taken.

Chairperson Rick Mattson presented Sheriff's Reserve Volunteer Gene Scheggrud with a plaque in recognition of his 45 years of service to the County.

County Recorder Lisa Holcomb met with the Board to give a department update. Information only, no action was taken.

10:13am – The board took a five-minute break.

10:18am – The board reconvened.

Deputy Auditor Tim Jacobs met with the board to present a repurchase request.

Action #13 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the repurchase request for Parcel 08.01280.00, Rebeca Williams Johnson.

HR Specialist Kim Christenson and Administrative Assistant Kelsey Schiferli met with the board to discuss opening an Amazon Business Prime account for the county. The Board expressed consensus to move forward with the free trial and subscription for up to 10 users.

Commissioner Ripka led a discussion regarding the continuation of the Snake River Watershed Management Board.

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

Resolution #14 -11/21/23

Continue the Snake River Watershed Management Board

WHEREAS, Kanabec County is a member county on the Snake River Watershed Management Board (SRWMB) along with Aitkin, Pine, and Mille Lacs counties through a joint powers agreement; and

WHEREAS the Aitkin and Pine County Boards of Commissioners respectively voted to dissolve the SRWMB under section X(B) of the Snake River Management Board Joint Powers Agreement; and

WHEREAS the Mille Lacs County Board of Commissioners voted to continue the SRWMB;

BE IT RESOLVED that it is the desire of the Kanabec County Board of Commissioners to continue the SRWMB at this time and hereby directs the SRWMB representative to vote **not** to dissolve the SRWMB;

BE IT FURTHER RESOLVED that the Kanabec County Board of Commissioners is in favor of reducing the administrative expenses of the SRWMB to the extent deemed appropriate by the SRWMB.

The Board held a brief discussion regarding requiring department heads to attain board approval prior to filling budgeted vacancies. The Board expressed consensus for the County Coordinator to draft a resolution and bring it to the next board meeting for consideration.

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

Action #15 – It was moved by Wendy Caswell, seconded by Alison Holland and carried unanimously to approve the following resolution:

Resolution #15 – 11/21/23
MnDOT Agency Agreement for Federal
Participation in County Road Safety Plan

WHEREAS, the Kanabec County Board of Commissioners wishes to update the County Road Safety Plan to further identify safety improvements to the highway system and to prepare the proper documentation to compete for highway safety grants, and

THEREFORE BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the County of Kanabec to accept as its agent, federal aid funds which may be made available for eligible transportation related projects, and

BE IT FURTHER RESOLVED, the Chairman and the County Coordinator are hereby authorized and directed for and on behalf of the County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in “Minnesota Department of Transportation Agency Agreement No. 1053780“, a copy of which said agreement was before the County Board and which is made a part hereof by reference.

Chad Gramentz gave an update regarding fee increases for Driver's License Services. Information only, no action was taken.

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

Future Agenda Items: Courthouse security closed session on December 19th

Action #16 – It was moved by Peter Ripka, seconded by Wendy Caswell and carried unanimously to adjourn the meeting at 10:58am to a time immediately following the Drainage Authority Board.

The Kanabec County Drainage Authority Board met at 10:58am on Tuesday, November 21, 2023 pursuant to adjournment with the following Board Members present: Rick Mattson, Tom Roeschlein, Wendy Caswell, Alison Holland and Peter Ripka. Public Works Director/Ditch Inspector Chad Gramentz presented the Drainage Authority Board Agenda.

Attorney Hannah Schacherl with Rinke Noonan met with the board to state the purpose of today's hearing.

Chris Otterness from Houston Engineering gave the Engineer's Contract Acceptance Report. The Kanabec County Ditch 2 repair project has been completed per the contract. Houston Engineering recommends final payment to Jacon in the amount of \$23,095.94.

Commissioner Ripka led a discussion regarding the project not being completed by the deadline. Hannah Schacherl explained that the project was substantially completed to specifications according to Houston Engineering.

11:10am – The Chairperson called for public comment regarding County Ditch Matters. Those that responded included the following:

Kevin Belkholm	Questions and concerns regarding the original side slopes and current side slopes; debris and sediment not all removed.
Daryl Erickson	Comments regarding appreciation for the overall ditch project cleaning effort and greatly improved drainage. Concerns regarding slopes not being corrected, stumps left behind/not treated, damage to tile in neighboring field, and an extreme cave in over a culvert that had been replaced.
Loren Barnick	Comments regarding appreciation for going ahead with the repair project. Concerns regarding fill used over the culvert as Daryl Erickson had described, as well as sizing of replacement culverts. Questions regarding when the project will show up on the tax statements. Comments regarding slopes of the ditch, and broken tile lines.

Hannah Schacherl explained that the Drainage Authority Board has two options; 1. Accept the contract and complete review questions. 2. Continue the hearing and instruct Houston Engineering, County staff and attorney to conduct further investigation and meet again at a later date.

The board continued discussion regarding concerns of landowners with continued input from the landowners. Each concern was discussed in an effort to determine which issues would fall within the contract for further investigation and who is responsible for damages.

Action #17 – Peter Ripka introduced the following resolution and moved its adoption:

Resolution #17 – 11/21/23

BE IT RESOLVED to recess the hearing and direct staff and the engineer to consider the additional damage claims presented at this hearing and to file amended reports if necessary.

BE IT FURTHER RESOLVED, upon receipt of an amended report, if any, that staff prepare findings and an order consistent with the proceedings, including any revisions to damage awards and that we recess this hearing to the Board's regular meeting on *December 19, 2023 at 9:45am*.

The motion for adoption of the foregoing Resolution was duly seconded by Tom Roeschlein and upon a roll call vote being taken thereon, the following voted:

Peter Ripka: IN FAVOR
Alison Holland: IN FAVOR
Wendy Caswell: IN FAVOR

Tom Roeschlein: IN FAVOR
Rick Mattson: IN FAVOR

Whereupon the resolution was declared duly passed and adopted.

Specific items for investigation were addressed and included: Stumps on Daryl Erickson's property, culvert on branch one, stumps in the ditch (Kevin Belkholm will submit aerial photos as soon as possible), Mr. Barnick's tile outlets, tile lines on Southerland property.

Action #18 – Peter Ripka introduced a motion to recess the Drainage Authority Public Hearing at 12:12pm and to meet again on Tuesday, December 19, 2023 at 9:45am.

The motion was seconded by Wendy Caswell and upon a roll call vote being taken thereon, the following voted:

Peter Ripka: IN FAVOR
Alison Holland: IN FAVOR
Wendy Caswell: IN FAVOR

Tom Roeschlein: IN FAVOR
Rick Mattson: IN FAVOR

The Board of Commissioners reconvened.

12:13pm – The board took a five-minute break.

Action #19 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to close the meeting at 12:16pm 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 #20 – It was moved by Tom Roeschlein, seconded by Wendy Caswell, and carried unanimously to return to open session at 12:25pm.

Action #21 – It was moved by Alison Holland, seconded by Wendy Caswell, and carried unanimously to adjourn the meeting at 12:27pm and to meet again in Regular Session on Thursday, December 7, 2023 at 5:00pm.

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

Attest: _____
Board Clerk

Agenda Item #2 Paid Bills

<u>Vendor</u>	<u>Amount</u>	<u>Purpose</u>	<u>Dept</u>
Kanabec County AT ACH_VISA	210.86	See Below	
Althoff, Robert	100.00	Reimburse Building Site Permit Fee	Environmental Services
East Central Energy	228.09	Intersection Lighting	Highway
Udstuen, Gary	500.00	Driveway Permit Refund	Highway
Dearborn National Life Insurance Co	534.04	12.23 Short Term Disability Premiums	Employee Benefits
Health Partners	7,247.04	12.23 Dental Insurance Premiums	Employee Benefits
Life Insurance Company of North America	621.56	12.23 Accident, Group Hospital, Critical Illness Ins Premiums	Employee Benefits
The Hartford Priority Accounts	6,580.75	12.23 Life & Long Term Disability Ins Premiums	Employee Benefits
VSP Insurance Co	577.12	12.23 Vision Insurance Premiums	Employee Benefits
Verizon Wireless Aircards	1,565.36	Aircards	Various
City of Mora	14,733.50	Utilities	Various
Marco	3,335.71	Phone Lease	IS
VC3, Inc.	7,896.00	Monthly Service	Various
13 Claims Totaling:	<u><u>\$ 44,130.03</u></u>		
Kanabec County AT ACH_VISA	359.00	Easy Badges, Key Fobs, Courthouse	Building Maintenance
	(419.00)	Easy Badges, Key Fobs Return, Courthouse	Building Maintenance
	31.98	Amazon - Monitor Stand, Courthouse	Building Maintenance
	7.28	Amazon - Air Valve, Courthouse	Building Maintenance
	80.93	Amazon - Multi-Purpose Labels, Courthouse	Building Maintenance
	37.80	Amazon - Cable Connectors, Courthouse	Building Maintenance
	82.97	Amazon - Key Organizer Box, Courthouse	Building Maintenance
	29.90	Amazon - Coil Cord, Jail	Building Maintenance
8 Claims Totaling:	<u><u>\$ 210.86</u></u>		

Agenda Item #3

Regular Bills - Revenue Fund

Bills to be approved: 12/7/23

Department Name	Vendor	Amount	Purpose
BUILDINGS MAINTENANCE	Auto Value	19.98	Belts - Courthouse
BUILDINGS MAINTENANCE	DM Stamps & Specialties	449.66	Custom Engraved Signs for Courthouse
		469.64	
COMMISSIONERS	Ripka, Peter	37.20	Mileage to November County Board Meetings
COMMISSIONERS	Ripka, Peter	38.00	Mileage to Committee Meetings, April 2023
COMMISSIONERS	Ripka, Peter	76.65	Mileage to Committee Meetings, May 2023
COMMISSIONERS	Ripka, Peter	70.09	Mileage to Committee Meetings, June 2023
COMMISSIONERS	Ripka, Peter	57.00	Mileage to Committee Meetings, July 2023
COMMISSIONERS	Ripka, Peter	19.00	Mileage to Committee Meeting, August 2023
COMMISSIONERS	Ripka, Peter	38.00	Mileage to Committee Meetings, September 2023
COMMISSIONERS	Ripka, Peter	80.58	Mileage to Committee Meetings, October 2023
		416.52	
COUNTY ATTORNEY	MNCCC	388.00	Adobe Subscriptions (5)
		388.00	
COUNTY COORDINATOR	Marco	477.00	Quarterly Printer/Copier Lease
COUNTY COORDINATOR	MNCCC	77.60	Adobe Subscription
COUNTY COORDINATOR	Office Depot	37.75	Address Labels, Adding Machine Ink, Coffee
COUNTY COORDINATOR	SHRM	244.00	Society for HR Management Membership - KM
		836.35	
COUNTY CORONER	Ramsey County	2,154.00	Post Mortem Exam/Toxicology (2)

		<u>2,154.00</u>	
COUNTY EXTENSION	Ernest, Jennifer	75.00	Extension Committee Per Diem 11/21/23
COUNTY EXTENSION	Holcomb, Lisa	75.00	Extension Committee Per Diem 11/21/23
COUNTY EXTENSION	Mattson, Jean	75.00	Extension Committee Per Diem 11/21/23
COUNTY EXTENSION	McFadden, Barbara	75.00	Extension Committee Per Diem 11/21/23
COUNTY EXTENSION	Ripka, Peter	75.00	Extension Committee Per Diem 11/21/23
COUNTY EXTENSION	Salmela, Terry	88.10	Extension Committee Per Diem & Mileage 11/21/23
COUNTY EXTENSION	Schiferli, Kelsey	<u>75.00</u>	Extension Committee Per Diem 11/21/23
		538.10	
COUNTY RECORDER	MNCCC	<u>77.60</u>	Adobe Subscription
		77.60	
ECONOMIC DEVELOPMENT	Office Depot	<u>22.39</u>	2024 Monthly Planner
		22.39	
ENVIRONMENTAL SERVICES	MNCCC	<u>77.60</u>	Adobe Subscription
		77.60	
FAMILY SERVICES	MNCCC	<u>3,763.60</u>	Adobe Subscriptions (48.5)
		3,763.60	
HIGHWAY	MNCCC	<u>77.60</u>	Adobe Subscription
		77.60	
HUMAN RESOURCES	SwipeClock LLC	<u>332.00</u>	Monthly Billing for 12/20/23 - 1/20/24
		332.00	
INFORMATION SYSTEMS	MNCCC	<u>77.60</u>	Adobe Subscription
		77.60	

PROBATION & JUVENILE PLACEMENT	Office Depot	179.33	Office Supplies, 4 Boxes of Gloves
		179.33	
PUBLIC HEALTH	MNCCC	116.40	Adobe Subscriptions (1.5)
		116.40	
PUBLIC TRANSPORTATION	Auto Value	1,487.68	Bus & Van Parts
PUBLIC TRANSPORTATION	C & D Auto	125.00	Bus Repairs
PUBLIC TRANSPORTATION	Hoefert, Robert	1,100.40	Volunteer Mileage 11/13 - 11/26
PUBLIC TRANSPORTATION	Kanabec County Highway Department	174.67	Bus & Van Repairs
PUBLIC TRANSPORTATION	Van Alst, Lillian	1,061.10	Volunteer Mileage 11/13 - 11/26
		3,948.85	
SHERIFF	Baycom	8,133.00	Vehicle Docks for Toughbooks (2), Power Cord, GPS Antenna
SHERIFF	Crider, Grant	68.69	Reimbursement for Baton Holder & Mag Holder
SHERIFF	Feine, Jeffrey	38.44	Reimbursement for Meals & Mileage
SHERIFF	Feine, Jeffrey	118.05	Reimbursement for Lodging - Training
SHERIFF	Gertken, Adam	105.00	K9 Boarding
SHERIFF	Mclalwain, Shanna	136.10	Reimbursement for Jacket
SHERIFF	MNCCC	77.60	Adobe Subscription
SHERIFF	Oak Gallery	15.51	Evidence Shipped to Brainerd PD
SHERIFF	Oak Gallery	21.87	BCA GR
SHERIFF	O'Reilly Auto Parts	50.60	Headlight Capsule
SHERIFF	Thomsen, Brandon	34.99	Reimbursement for Pepper Spray Can Case
		8,799.85	
SHERIFF - 911 EMERGENCY	Motorola Solutions	6,645.00	Server & Warranty
		6,645.00	
SHERIFF - JAIL/DISPATCH	Aspen Mills	103.31	Shirt with Badge Tab/Patches, Dispatch - KS
SHERIFF - JAIL/DISPATCH	Aspen Mills	1,755.78	Initial Issue, Jail - BL
SHERIFF - JAIL/DISPATCH	Aspen Mills	94.69	Initial Issue, Jail - BL

SHERIFF - JAIL/DISPATCH	Stellar Services	57.55	Canteen	
SHERIFF - JAIL/DISPATCH	Stellar Services	74.74	Canteen	
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	3,968.07	Inmate Meals 11/18 - 11/24	
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	4,010.81	Inmate Meals 11/11 - 11/17	
		10,064.95		
SHERIFF - RESERVES	Made of Mora, PD's	47.95	Plaque for Gene Sheggrud	
		47.95		-
STATE FISCAL RECOVERY ARP	Bluum	72,210.72	EOC Equipment per Resolution #15 - 3/1/22	
		72,210.72		
UNALLOCATED	Kanabec Soil & Water Cons.	2,281.41	SWCD Staff Time - Qtr 3 2023 - Admin	
UNALLOCATED	Kanabec Soil & Water Cons.	13,028.11	Boat Inspector Salaries & Mileage, Final	
UNALLOCATED	Kanabec Soil & Water Cons.	340.67	2 Chairs, Umbrella, Tablet & Case, Mirror, Sponges, Vest, Banner Base	
UNALLOCATED	Kanabec Soil & Water Cons.	3,197.05	Reimbursement for Aquathol K 30 gal drum - Lewis Lake Association	
		18,847.24		
62 Claims Totaling:		\$ 130,091.29		

Agenda Item #4
Regular Bills - Road & Bridge
Bills to be approved: 12/7/2023

Vendor	Amount	Purpose
Auto Value	3,743.30	Repair parts
Bjorklund Companies	2,082.99	Sand
Central McGowan	162.06	Shop supplies
CPF	542.55	Training center use fee
Cragun's Resort & Hotel	712.36	Conference room for Chad
Kanabec County Highway Dept	65.90	Petty cash, postage
Koch's Hardware Hank	185.67	Shop supplies
Kris Engineering	33,188.43	Cutting edges
MCEA	225.00	Conference registration for Chad
MN Dept of Transportation	1,124.43	Pavement testing
Northern States Supply	320.99	Shop supplies
Northpost	656.00	Shop supplies
Novus Glass	200.00	Glass repair
ODP Business Solutions	185.50	Office supplies
Oslin Lumber	49.96	Shop supplies
Roeschlein Farms	1,400.00	Mulch
Tomlinson, Timothy	100.01	Uniform allowance
USIC Locating	150.00	Locates
Welia Health	20.00	Glasses
White Cap	203.04	Maintenance supplies
Ziegler	1,255.87	Repair parts

21 Claims Totaling: 46,574.06

Agenda Item #5

December 7, 2023

REQUEST FOR BOARD ACTION

a. Subject: Consider the Request of Pine and Aitkin Counties to Terminate their Membership on SRWMB and to be Paid their Share of the SRWMB's Assets	b. Origination: Snake River Watershed Management Board
c. Estimated time: 10 minutes	d. Presenter(s): Commissioner Ripka

e. Board action requested:

Consider the request from Pine and Aitkin counties to terminate their membership in the Snake River Watershed Management Board and to be paid out their respective proportional share of the SRWMB's assets within 30 days.

Provide direction to Commissioner Ripka for representation on the SRWMB.

f. Background:

I've attached the SRW unapproved minute from November 27 along with the financial report. In the minutes I have highlighted the section that Commissioner Ripka will be talking with the Board about.

Pine and Aitkin are asking to leave with their funds since dissolution of the Snake River Watershed Management Board did not pass (also in the minutes). Both Mille Lacs and Kanabec voted "no" until further discussion with their Boards.

Pine County Commissioner Mohr made the following motion:

"I move to allow Pine and Aitkin Counties to terminate membership in the Snake River Watershed Management Board upon an affirmative vote of each of their county boards to be held within 30 days of today and to authorize payment to Pine and Aitkin Counties of each county's proportional share of the SRWMB's assets. The calculation to be made using the criteria in Article XI, and payment to be made within 30 days of each county's written request."

The financial report has highlighted the funds that would go back to the counties after deducting the encumbered funds.

The SRW Board would like a response as soon as possible to have a meeting before the holidays. They had discussed a possible December 11th date to bring the motion back for a final vote.

If you have any questions let me know.

~Teresa Wickeham, ES Supervisor/SRWMB Coordinator and Recording Secretary

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office: 11/29/23

Coordinators Comments:

11/28/2023	2023 Budget	Previous Balance	Deposits	Disbursements	Current Balance
Fund Balance	\$ 292,722.99	\$ 292,722.99			
Revenues:					
Aitkin County			\$ 10,079.00	\$ 10,079.00	
Kanabec County					
Mille Lacs County					
Pine County					
MCIT Dividend					
Grant reimbursement					
total	\$ 292,722.99	\$ 292,722.99	\$ 10,079.00	\$ 10,079.00	\$ 292,722.99
Expenditures:					
Fiscal Mgmt (2022)	\$ (14,000.00)			\$ 14,000.00	
Administration Time (2022)	\$ (11,000.00)			\$ 11,000.00	
MCIT Insurance	\$ (1,300.00)			\$ 1,424.00	
Audit/bi-annual (2021-2022 due 2023)	\$ (5,800.00)				
Advertising/Promotions				\$ 64.21	
Dedicated to projects (75% restoration 25% protection)	\$ 83,000.00			\$ 17,481.78	
Education/Outreach	\$ (7,000.00)				
Additional Coordination needs for SRWMB	\$ (10,000.00)				
Project Development	\$ (10,000.00)			\$ 1,751.06	
Grant Reserve Fund (in event of grant receipt)	\$ (20,000.00)				
total	\$ 3,900.00			\$ 45,721.05	
Grand Total	\$ 296,622.99			\$ 45,721.05	\$ 247,001.94
Aitkin 20.8%	\$ 27,169.58				
Pine Co. 20.5%	\$ 26,777.71				
Kanabec Co.49.5%	\$ 64,658.38				
Mille Lacs Co. 9.2%	\$ 12,017.31				

Dedicated to Projects	
Encumbered Funds:	
Kanabec County 2023 Fiscal & Admin.	\$ 25,000.00
Kanabec SWCD- Project on Fish Lake	\$ 2,406.39
2023 Audit	\$ 5,800.00
Balance	\$ 33,206.39

Total Funds	\$ 247,001.94
Encumbered	\$ 33,206.39
Unencumbered	\$ 213,795.55
Aitkin Co.20.8%	\$44,469.47
Pine Co.20.5%	\$43,828.09
Kanabec Co. 49.5%	\$ 105,828.79
Mille Lacs Co. 9.2%	\$ 19,669.19



Snake River Watershed Management Board

903 Forest Ave E • Mora, MN • 55051 • (320) 679-6456 • env@co.kanabec.mn.us
"Working to enhance and protect the water resources of the Snake River Watershed"

Minutes of the Snake River Watershed Management Board and Citizen Advisory Committee- November 27, 2023. On Site Kanabec County Courthouse Meeting Room 3/4

Board Members Present: Commissioner Ripka-Kanabec County, Commissioner Mohr- Pine County, Commissioner Tellinghuisen-Mille Lacs County, Commissioner Leiviska

Citizens Advisory Committee (CAC) Members and Technical Advisors Present: Dan Gravely-Aitkin SWCD, Kathy Nielson- Pokegama Lake Assoc., Robert Hoefert- Mille Lacs SWCD, Kurt Beckstrom-Mille Lacs SWCD Board, Mike Cumming, Caleb Anderson & David Minke- Pine County Staff, Kevin Belkholm & Deanna Pomije- Kanabec SWCD Board & Staff, Barb Peichel-BWSR

Recording Secretary/SRW Coordinator: Teresa Wickeham- Kanabec County

Public: None

I. Call to Order/ Approval and Additions to Agenda

The joint November 27, 2023 meeting of the Snake River Watershed Management Board and CAC Meeting was called to order by Commissioner Tellinghuisen at 9:00.

CAC: A motion was made by Kathy Nielson, seconded by Kevin Belkholm to approve the agenda with the addition of discussion about the 3yr. cover crop project.

All in favor, motion carried.

SRW Board: A motion was made by Commissioner Leiviska, seconded by Commissioner Ripka to approve the agenda with the addition of discussion about the 3yr. cover crop project.

All in favor, motion carried.

II. Approval of Minutes

Minutes from October 23, 2023

CAC: A motion was made by Kevin Belkholm, seconded by Mike Cummins to approve the October 23, 2023 minutes as presented.

All in favor, motion carried.

SRW Board: A motion was made by Commissioner Leiviska, seconded by Commissioner Mohr to approve the October 23, 2023 minutes as presented.

All in favor, motion carried.

III. Financial Report:

The Board & CAC reviewed the updated financial report. The report included the county percentage of funds if distributed through dissolution.

CAC: A motion was made by Kevin Belkholm, seconded by Kathy Nielson to accept the financial report as presented.

All in favor, motion carried.

SRW BOARD: A motion was made by Commissioner Ripka, seconded by Commissioner Leiviska to accept the financial report as presented.

All in favor, motion carried.

IV. New Business

3Yr Cover Crop Project, Brunswick Township, Kanabec County:

The Board and CAC discussed the cover crop project that was to cover yrs. 2022-2024.

Crops have not been planted as of this meeting. Discussion about options for the property owner where to possibly apply later, apply to Kanabec SWCD or apply to the 1W1P Partnership.

CAC: A motion was made by Mike Cummins, seconded by Kevin Belkholm to recommend canceling the 3 yr. cover crop project with the options for the applicant to apply anywhere else.

All in favor motion carried.

Board: A motion was made by Commissioner Ripka, seconded by Commissioner Leiviska to cancel the 3 yr. cover crop project with options for the applicant to apply elsewhere.

All in favor, motion carried.

Board/County input on dissolution of the Snake River Watershed Management Board.

The Snake River Board and CAC discussed the proposed dissolution of the Snake River Watershed Management Board.

After much discussion the Board took a vote to dissolve the Snake River Watershed with the votes as follows:

Commission Mohr-Pine County-yes

Commissioner Leiviska- Aitkin County-yes

Commissioner Ripka- Kanabec County-no

Commissioner Tellinghuisen- Mille Lacs County- no

The dissolution of the Snake River Watershed Management did not pass due to a lack of majority vote.

The Board and CAC discussed options for the funds and concerns with continuing expenses. Kanabec County would re-negotiate the administrative contract for 2024 and propose total administration and finance at \$1,900. Until the close of projects and audits.

Pine County Commissioner Mohr made the following motion:

"I move to allow Pine and Aitkin Counties to terminate membership in the Snake River Watershed Management Board upon an affirmative vote of each of their county boards to be held within 30 days of today and to authorize payment to Pine and Aitkin Counties of each county's proportional share of the SRWMB's assets. The calculation to be made using the criteria in Article XI, and payment to be made within 30 days of each county's written request."

Commission Mohr-Pine County-yes

Commissioner Leiviska- Aitkin County-yes

Commissioner Ripka- Kanabec County-no

Commissioner Tellinghuisen- Mille Lacs County- no

The motion did not pass.

Both Kanabec and Mille Lacs County Commissioners need to bring this to their boards.

The Kanabec and Mille Lacs Boards meet December 7 and the wish of the Snake River Watershed Board is to meet shortly after that, possibly December 11 to have another vote.

Invoices/Claims: N/A
CAC Recommendation:
Board:

Projects/Proposals: N/A
CAC Recommendation:
Board:

V. Old Business

VI. Updates

VII. Public Comment/Discussion

VIII. Adjourn:

CAC: A motion was made by Kurt Beckstrom, seconded by Kathy Nielson to adjourn the CAC meeting.

All in favor, motion carried.

Board: A motion was made by Commissioner Leiviska, seconded by Commissioner Ripka to adjourn the SRW Board meeting.

All in favor, motion carried.

Meeting adjourned at 10:10

Respectfully submitted,
Teresa Wickeham
Coordinator/Recording Secretary SRWMB

Agenda Item #6

December 7, 2023

REQUEST FOR BOARD ACTION

a. Subject: South Country Health Alliance Membership	b. Origination: Board of Commissioners
c. Estimated time: 10 minutes	d. Presenter(s): Commissioner Caswell

e. Board action requested:

Discuss ongoing SCHA membership

f. Background:

Article IX. Member County Withdrawal

A Member County may withdraw from SCHA with the authority granted to it by the provisions of Section 11(1) of the Joint Powers Agreement. The deadline for notice of withdrawal shall be December 31, one year prior to the year of withdrawal, or 30 days after budget approval by the Board, but no later than March 31st of the withdrawal year.

Section 11: WITHDRAWAL

11.1. Method of Withdrawal

A Member County may withdraw from this Agreement by filing with the CEO and copied to the Board Chair a written board action notifying SCHA of its withdrawal, by the deadline determined in advance by the by-laws. For purposes of this Agreement and the By-Laws, the "Effective Date of Withdrawal" shall be December 31st at 11:59pm in the year the Member County provided the notice of withdrawal.

11.2. Responsibilities on and after Withdrawal

Following its withdrawal from this Agreement, the withdrawing Member County shall fulfill any outstanding contractual responsibilities it may have with the State of Minnesota, the federal government, other Member Counties, and SCHA. This includes providing all information necessary for the submission of reports and/or responding to regulatory audits. The withdrawing Member County shall be responsible for notifying the State of Minnesota and any other appropriate governmental authority of its withdrawal.

Upon providing a notice of withdrawal, a Board Member or Alternate from a Member County will not be entitled to a vote on any board action related to contracts, budgets, or other issues impacting SCHA after the County's Effective Date of Withdrawal.

11.3. Payment of Surplus to Withdrawing Member County

Any withdrawing Member County is entitled to receive its share of SCHAs capital and surplus, determined as set forth in Section 4 above. The Member County's Capital Account shall become available for withdrawal after the annual audited financial statements have been issued and filed with the State of Minnesota, when such Member County's Capital Account shall be determined. Such payments may, at the option of SCHAs, be:

- (a) Made in one lump sum, without interest, by April 30th following the Effective Date of Withdrawal; or
- (b) In equal annual payments of principal commencing September 30th following the Effective Date of Withdrawal and continuing over a period not to exceed five years. Simple interest shall accrue from May 1st following the Effective Date of Withdrawal starting at the Wall Street Journal Prime Rate in effect on that date, and shall be paid to date with each installment of principal. For each subsequent year of annual payments, the prevailing interest rate will be re-set to the current Wall Street Journal Prime Rate in effect on May 1st of the payment year. SCHAs at its option, may prepay any or all of the outstanding balance at any time, on seven days advance notice to the counties. If not prepaid in full, SCHAs may, if it chooses, reduce the principal amount of each subsequent payment to an amount not less than the outstanding principal divided by the number of years remaining in the original term, together with interest.

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

Agenda Item #7

December 7, 2023

REQUEST FOR BOARD ACTION

a. Subject: Consider Adoption of Earned Sick and Safe Time Policy	b. Origination: MN Department of Labor & Industry
c. Estimated time: 5-10 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Discuss draft #1 of the Earned Sick and Safe Time Policy. If acceptable, adopt the attached policy, assign a policy number, and set an effective date.

Resolution #___ - 12/7/23

Adoption of Kanabec County Earned Sick and Safe Time Policy

WHEREAS, the Kanabec County Board of Commissioners has authority to establish and revise county policies; and

WHEREAS, the Earned Sick and Safe Time Policy is recommended in order to implement and administer a State mandated employee benefit within the parameters of Kanabec County's existing Paid Time Off plan (PTO);

THEREFORE, BE IT RESOLVED, the Kanabec County Board of Commissioners hereby adopts the Earned Sick and Safe Time Policy with an effective date of January 1, 2024 and assigns policy number P-127.

f. Background:

See attached information from the Department of Labor and Industry about the Earned Safe and Sick Time.

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

Human Resources will be hosting informational meetings for the employees about this policy and the implementation of safe and sick time.

KANABEC COUNTY EARNED SICK AND SAFE TIME POLICY

A. Designation of PTO as Earned Sick and Safe Time

The first 48 hours of Paid Time Off earned shall be designated as Earned Sick and Safe Time (ESST) for all employees who work 80 or more hours in a calendar year pursuant to Minn. Stat. § 181.9445 and may be used for any of the purposes of that statute and for those family members set forth therein. ESST is not a new bank of time.

B. Carryover Year to Year

An employee may carryover up to a maximum of eighty (80) hours of their unused Earned Safe and Sick Time (ESST) from year to year. Year to year shall be calendar year. The first partial year of employment shall constitute a year for the purposes of this policy.

C. Earning ESST

Regular Full and Part-Time Employees

Eligible employees begin accruing ESST immediately upon their hire. This ESST Policy does not apply to volunteers, independent contractors, or elected officials.

ESST benefits shall only accrue when an employee is in compensated payroll status. ESST benefits shall not be earned by any employee while in a non-pay status.

For purposes of this ESST policy and calculating 80 or more hours of “work” in a calendar year, all PTO, holiday hours, used compensatory hours, EMB, banked vacation and sick time, paid military leave, and paid administrative leave shall count as time “worked”. Workers’ compensation, PTO cash-out time, compensatory time payout, and unpaid leaves of absence do not count as time “worked” for purposes of calculating 80 or more hours of “work” in a calendar year for purposes of this ESST policy.

For purposes of accruing ESST, FLSA exempt (salaried) employees are deemed to work 40 hours in each workweek, unless the employee’s normal workweek is less than 40 hours, in which case they will accrue ESST based on their normal workweek.

Accrued and available PTO, including traditional and ESST, shall be tracked and provided on the earnings statement in accordance with Minnesota Stat. §181.032.

Temporary, Seasonal, and Intermittent Employees who work 80 or more hours in a Calendar Year

The employer shall provide one hour of ESST for every 30 hours worked, up to a maximum of 48 hours of ESST in a calendar year. Employees will **not** be provided with additional ESST hours once their available ESST hours have been exhausted.

Accrued and available ESST shall be tracked and provided on the earnings statement in accordance with Minnesota Stat. §181.032.

D. ESST Use

The first 48 hours of PTO may be used for:

1. An employee's own or family member's need for illness, injury, medical or mental health care, or preventative medical or mental health care.
2. Absence due to domestic abuse, sexual assault, or stalking of employee or their family member. The employee may take leave to assist family member to seek medical care for related physical or psychological injury or disability, obtain services from Victim Services organization, obtain counseling, relocate or secure their or to receive legal advice, take legal action or prepare for any related legal proceeding.
3. Closure of the employee's workplace due to weather or a public emergency.
4. Employee's need to care for a family member whose school or place of care has been closed due to weather or public emergency.
5. Employee's inability to work or telework because:
 - a. The employer prohibits them from working due to potential transmission of illness related to a public emergency.
 - b. Seeking or awaiting the results of test or diagnosis of communicable disease related to a public emergency due to exposure or at the employer's request.
6. When a health care professional determines employee should quarantine because of exposure to a communicable disease regardless of if they contracted the disease.

PTO/ESST leave may be taken in 15-minute increments. Earned Sick and Safe Time cannot be used on an employee's scheduled day off.

E. Definition of Family: For the purpose of using the first 48 hours of PTO as ESST time, an employee's family shall include those individuals identified by Minn. Stat. 181.9445 Subd. 7.

The employee's, their spouses, or their registered domestic partner's:

- a. Child, Foster Child, Adult Child, Legal Ward or Child In-Law
- b. Spouse or registered Domestic Partner
- c. Sibling, Stepsibling, Foster Sibling
- d. Parent, Stepparent, Foster Parent

- e. Grandparent, Step-Grandparent
- f. Grandchild, Step-grandchild, Foster Grand Parent
- g. Sibling of parents, Siblings Child
- h. Child for whom employee stands in place of parents.
- i. Person who stood in place of a parent when the employee was a minor.
- j. Any individual related by blood or whose is equivalent of a family relationship.
- k. One individual who the employee identifies at the time of hire and thereafter at the time of health insurance open enrollment each year.

F. Request for Leave

Employees shall request PTO/ESST from their supervisor prior to the start of the workday when leave is not foreseeable, or as soon thereafter as possible in an emergency situation. Requests shall be made by direct contact with the supervisor. When ESST leave is foreseeable the employee shall request leave as far in advance as possible, preferably seven (7) calendar days, and shall schedule appointments so as to have the least impact on the business of the employer.

G. Verification

The employer may request verification of illness, injury, medical care or preventative treatment of the employee or a family member after three days, consistent with the requirements of Minn. Stat. § 181. 9447 Subd. 3 during the first 48 hours of leave each year.

The employer may designate ESST time used for an FMLA qualifying as FMLA and may request a certification of a health care provider. ESST time runs concurrent with FMLA, as applicable.

For the use of ESST for domestic abuse, sexual assault, stalking, or other qualifying reasons, the employer may request verification consistent with the requirements of Minn. Stat. § 181. 447 Subd. 3.

Earned sick and safe time employee notice

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave. Employees must accrue at least one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year. Kanabec County provides 1 hour of sick leave for every 30 hours worked for temporary and seasonal employees; and no less than 2.4885 hours for every 30 hours worked under the Paid Time Off plan (PTO) for full-time and part-time employees which may be used for earned sick and safe time purposes. A year for purposes of the employee's earned sick and safe time accrual is: January 1 to December 31. Employees starting during the calendar year shall have the first partial year deemed one year.

The earned sick and safe time hours the employee has available, as well as those that have been used in the most recent pay period, must be indicated on the employee's earnings statement that they receive at the end of each pay period. Earned sick and safe time must be paid at the same hourly rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Earned sick and safe time can be used for:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

Notifying employer, documentation

An employer can require their employees to provide up to seven days of advance notice when possible (for example, when an employee has a medical appointment scheduled in advance) before using sick and safe time. An employer can also require their employees to provide certain documentation regarding the reason for their use of earned sick and safe time if they use it for more than three consecutive days.

Employees shall request PTO/ESST from their supervisor prior to the start of the work day when leave is not foreseeable, or as soon thereafter as possible in an emergency situation. Requests shall be made by direct contact with the supervisor by phone or text. When leave is foreseeable the employee shall request leave as far in advance as possible, preferably seven (7) calendar days, and shall schedule appointments so as to have the least impact on the business of the employer.

Retaliation, right to file complaint

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

For more information

Contact the Minnesota Department of Labor and Industry's Labor Standards Division at 651-284-5075 or dli.laborstandards@state.mn.us or visit the department's earned sick and safe time webpage at dli.mn.gov/sick-leave.

This document contains important information about your employment. Check the box at the left to receive this information in this language.

Spanish/Español	Este documento contiene información importante sobre su empleo. Marque la casilla a la izquierda para recibir esta información en este idioma.
Hmong/Hmoob	Daim ntawv no muaj cov xov tseem ceeb hais txog thaum koj ua hauj lwj. Khij lub npauv ntawm sab laug yog koj xav tau cov xov tseem ceeb no txhais ua lus Hmoob.
Vietnamese/Việt ngữ	Tài liệu này chứa thông tin quan trọng về việc làm của quý vị. Đánh dấu vào ô bên trái để nhận thông tin này bằng Việt ngữ.
Simp. Chinese/简体中文	本文件包含与您的雇用相关的重要信息。勾选左边的方框将接收以这种语言提供的信息。
Russian/русский	Данный документ содержит важную информацию о вашем трудоустройстве. Отметьте галочкой квадрат слева для получения этой информации на данном языке.
Somali/Soomaali	Dokumentigan waxaa ku qoran macluumaad muhiim ah oo ku saabsan shaqadaada. Calaamadi sanduuqan haddii aad rabto inaad macluumaadkan ku hesho luqaddan.
Laotian/ລາວ	ເອກະສານນີ້ມີຂໍ້ມູນທີ່ສໍາຄັນກ່ຽວກັບການຈ້າງງານຂອງທ່ານ. ກວດເບິ່ງກ່ອງຫຍໍ້ເບື້ອງຊ້າຍເພື່ອຮັບຂໍ້ມູນນີ້ໃນພາສານີ້.
Korean/한국어	이 문서에는 귀하의 고용 형태에 관련된 중요한 정보가 담겨있습니다. 이 언어로 이 정보를 받기를 원하시면 왼쪽 상자에 체크하여 주세요.
Tagalog/Tagalog	Ang dokumentong ito ay nagtataglay ng mahalagang impormasyon tungkol sa iyong pagtatrabaho. Lagyan ng tsek ang kahon sa kaliwa upang matanggap ang impormasyong ito sa wikang ito.
Oromo/Oromoo	Waraqaan kun waayee hojii keetii odeeffannoo barbaachisoo ta'an qabatee jira. Saaxinnii karaa bitaatti argamu kana irratti mallattoo godhi yoo afaan Kanaan barreeffama argachuu barbaadde.
Amharic/አማርኛ	ይህ ደብዳቤ ስለሚመለከት አስፈላጊ መረጃ የያዘ ነው። ይህንን ደብዳቤ በስተግራ በኩል ባለው ቋንቋ ተተርጉሞ እንዲሰጠን ከፈለጉ በዛው በስተግራ በኩል ባለው ሳጥን ውስጥ ምልክት ያድርጉ።
Karen / ကညီကျိာ်	လံာ်တၢ်လံာ်မိတာခါအဲဒါဟံးသုတ်တၢ်ဂ့ၢ်တၢ်ကရိုၢ်အကါဒိဉ်လၢအဘဉ်ယးဒီးန့တၢ်ပံးတၢ်ဖျေၣ်လီၤ. ဝဲဒါန့တၢ်တၢ်လၢအစ့တၢ်ကတၢၤလၢတၢ်ကဒီးန့တၢ်ဂ့ၢ်တၢ်ကရိုၢ်လၢကရိုၢ်တၢ်ခါအဲဒါအဂီၢ်တက့ၢ်.
Arabic/العربية	يحتوي هذا المستند على معلومات مهمة حول عملك. ضع علامة في المربع على اليمين للحصول على هذه المعلومات في هذه اللغة.

Earned sick and safe time as of Jan. 1, 2024

WHAT IS SICK AND SAFE TIME?

Sick and safe time is paid leave employers must provide to employees in Minnesota that can be used for certain reasons, including when an employee is sick, to care for a sick family member or to seek assistance if an employee or their family member has experienced domestic abuse.



WHO IS ELIGIBLE?

An employee is eligible for sick and safe time if they:

- work at least 80 hours in a year for an employer in Minnesota; and
- are not an independent contractor.

Temporary and part-time employees are eligible for sick and safe time. Sick and safe time requirements will not apply to building and construction industry employees who are represented by a building and construction trades labor organization if a valid waiver of these requirements is provided in a collective bargaining agreement.

HOW MUCH LEAVE CAN EMPLOYEES EARN?

An employee earns one hour of sick and safe time for every 30 hours worked and can earn a maximum of 48 hours each year unless the employer agrees to a higher amount.

AT WHAT RATE MUST THE LEAVE BE PAID?

Sick and safe time must be paid at the same hourly rate an employee earns when they are working.

WHAT CAN THE LEAVE BE USED FOR?

Employees can use their earned sick and safe time for reasons such as:

- the employee's mental or physical illness, treatment or preventive care;
- a family member's mental or physical illness, treatment or preventive care;
- absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
- closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that the employee or family member is at risk of infecting others with a communicable disease.

WHICH FAMILY MEMBERS ARE INCLUDED?

Employees may use earned sick and safe time for their following family members:

1. their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
2. their spouse or registered domestic partner;
3. their sibling, stepsibling or foster sibling;
4. their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
5. their grandchild, foster grandchild or step-grandchild;
6. their grandparent or step-grandparent;
7. a child of a sibling of the employee;
8. a sibling of the parents of the employee;
9. a child-in-law or sibling-in-law;
10. any of the family members listed in 1 through 9 above of an employee's spouse or registered domestic partner;
11. any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
12. up to one individual annually designated by the employee.

Earned sick and safe time as of Jan. 1, 2024

WHAT ADDITIONAL SICK AND SAFE TIME RESPONSIBILITIES DO EMPLOYERS HAVE?

In addition to providing their employees with one hour of paid leave for every 30 hours worked, up to at least 48 hours each year, employers are required to:

- include the total number of earned sick and safe time hours accrued and available for use, as well as the total number of earned sick and safe time hours used, on earnings statements provided to employees at the end of each pay period;
- provide employees with a notice by Jan. 1, 2024 — or at the start of employment, whichever is later — in English and in an employee's primary language if that is not English, informing them about earned sick and safe time; and
- include a sick and safe time notice in the employee handbook, if the employer has an employee handbook.

The Minnesota Department of Labor and Industry will prepare a uniform employee notice that employers can use and will make it available in the five most common languages spoken in Minnesota.

CURRENT SICK AND SAFE TIME LOCAL ORDINANCES

Earned sick and safe time local ordinances already exist in the cities of Bloomington, Duluth, Minneapolis and St. Paul, Minnesota. When Minnesota's statewide earned sick and safe time law goes into effect Jan. 1, 2024, employers must follow the most protective law that applies to their employees.



Sick time

For physical or mental health conditions, illness or injury



Safe time

To address domestic abuse, sexual assault or stalking



Labor Standards • 443 Lafayette Road N. • St. Paul, MN 55155
651-284-5075 • 800-342-5354 • dli.mn.gov • dli.laborstandards@state.mn.us

Notice: This is a brief summary of Minnesota law. It is intended as a guide and is not to be considered a substitute for Minnesota Statutes regarding earned sick and safe leave.

Agenda Item #8

December 7, 2023

REQUEST FOR BOARD ACTION

a. Subject: Resolution to Require Board Approval Prior to Filling Vacancies	b. Origination: Board of Commissioners
c. Estimated time: 10 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Approve the following resolution:

Resolution # ____ -12/7/23

Board Approval Required for Filling Vacancies

WHEREAS, the Board of Commissioners is responsible for overseeing Kanabec County's management and administration, participating in long-range planning, and managing the county budget and finances; and

WHEREAS, the Board continuously looks for opportunities to run Kanabec County operations more efficiently and cost-effectively in the short and long-term; and

WHEREAS, as with most government agencies, employee wages and benefits are one of the County's primary expenses; and

WHEREAS, the Board currently requires all major expenditures to be reviewed and approved prior to purchase and desires to implement a similar process prior to filling vacancies;

THEREFORE BE IT RESOLVED, that the Kanabec County Board of Commissioners hereby requires County management and administration, including the County Sheriff, County Attorney, County Auditor-Treasurer, and all department heads, to receive approval from the Board prior to posting, advertising, and filling position vacancies effective immediately.

f. Background:

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

Agenda Item #9

December 7, 2023

REQUEST FOR BOARD ACTION

a. Subject: Resolution to Transfer Assigned Funds	b. Origination: Auditor Treasurer
c. Estimated time: 10 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Approve the following resolution:

Resolution #____-12/7/23 Transfer Assigned Funds

WHEREAS, the Auditor Treasurer's Office has accrued future capital equipment funds to replace data processing equipment; and

WHEREAS, said data processing equipment is no longer needed due to technology improvements, as well as increases in the availability, security, and affordability of hosting services; and

WHEREAS, these future capital equipment funds are in an assigned fund and can be better utilized to fund a current and future County expense; and

WHEREAS, it is the recommendation of the Auditor Treasurer and the Coordinator to transfer \$120,000 from the Future Capital Equipment Fund- Data Processing to the Retiree Compensated Absence Fund;

THEREFORE BE IT RESOLVED, that the Kanabec County Board of Commissioners hereby authorizes the transfer of \$120,000 from Future Capital Equipment Fund- Data Processing (01.041.063) to the Retiree Compensated Absence Fund (01.031.032.2789) prior to December 31, 2023.

f. Background:

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

Agenda Item #10

December 7, 2023

REQUEST FOR BOARD ACTION

a. Subject: 2023 MCIT Dividend	b. Origination: Minnesota Counties Insurance Trust (MCIT)
c. Estimated time: 5-10 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Consider assigning the 2023 MCIT dividend funds to a specific need or use them to build general fund balance (reserves).

f. Background:

Each year the Board of Commissioners determines the best use of any MCIT dividend the County receives. This year the MCIT dividend is \$43,385.00 and stems from the MCIT pool's workers' compensation division. There was no dividend for the property and casualty division of the insurance trust pool due to higher than expected claims.

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments: