



Kanabec County Board of Commissioners

Regular Meeting Agenda The Meeting of January 17, 2023

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

To be held via WebEx telephone call or video meeting:

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

Access Code: 2483 167 6705

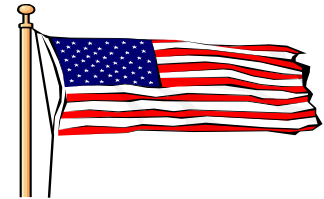
Video meeting link:

<https://kanabeccounty.webex.com/kanabeccounty/j.php?MTID=me12bee21aa9ca9b65fe2453bf7a8e124>

Meeting number: 2483 167 6705

Password: pA6xSr3YQG6 (72697739 from video systems)

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



Please use the Maple Ave entrance and parking Lot.

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

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

9:02am Public Comment Telephone call-in number for public access: 1-408-418-9388
Access Code: 2483 167 6705

9:20am Recess county board to a time immediately following the FSB.
 Family Services Board

9:45am Jim Hartshorn, EDA Director- Economic Development Authority Update

10:00am Denise Stewart, Executive Director Lakes & Pines Community Action Council - Update

10:20am Chad Gramentz, Public Works

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

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

Other business to be conducted as time is available:

1. Minutes- January 3, 2023 Organizational & Regular Meeting
2. Paid Bills
3. Regular Bills
 - a. Revenue Fund
 - b. Road & Bridge
4. Consider Resolution to Appoint an Alternate to the Snake River Water Management Board
5. Gambling Permit Request – Pheasants Forever
6. Consider Request to Approve the 2023 Pay Equity Report for Submission
7. Consider Request for a Letter of Support for a 4-lane feasibility study from Foley to Mora
8. Consider Resolution to Approve 2023 Bargaining Agreement and Memorandums of Understanding with Local 49
9. Discuss public comment policy examples
10. Future Agenda Items
11. Discuss any other matters that may come before the County Board

ADJOURN

Kanabec County Family Services

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

Kanabec County Family Services Board Agenda January 17, 2023 9:20 a.m.

- 1. Agenda Approval** **Pg. 1**
- 2. Charlie Strickland, Jr. Health & Human Services Advisory
Chair - Rebuttal to January 3, 2023 Board Discussion and
Resolutions**
- 3. Director's Report** **Pg. 2**
 - Staffing – no change currently
 - Planning for Presentations Over the Next Year
 - Licensing Review **Pg. 3**
 - See attached letter
 - Ongoing Number of Children in Placement
- 4. DHS –CSP 2023-24 contract** **Pg. 4-34**
 - Action requested
 - See attached agreement and resolution
- 5. Children's Psychiatric Services Agreement w/ Isanti County** **Pg. 35-49**
 - Action requested
 - See attached Agreement and resolution
- 6. Welfare Fund Report** **Pg. 50**
 - See attached report
- 7. Financial Report** **Pg. 51**
 - See attached report
- 8. Abstract Approval** **Pg. 52-54**
 - See attached abstract and board vendor paid list
- 9. Other Business**
- 10. Adjourn**

Family Service Director's Report

January 2023

Staffing

No change currently.

Planning for Presentations Over the Next Year

Over the year we will have staff do short presentations on various topics. I would ask if you have topics of interest, you can let me know and I will arrange a speaker for that item. Are there any topics you would like to start with?

Licensing Review

The MN Department of Human Services conducted a mid-term Rule 13 (Day Care) review of Kanabec County Family Services to determine compliance with the provisions of Minnesota Rules, parts 9543.0010 through 9543.0150 (Rule 13), which govern licensing functions delegated to county and private agencies. The agency performed well in this audit and DHS asked to use some of our tracking forms to share with others.

Update on Number of Children in Placement

Last month we had 22 children in our care in out of home placements. We have 25 children in care this month compared to 17 last year for the same month.



January 10, 2023

Kanabec County Family Services
Attn: Chuck Hurd, Director
905 Forrest Avenue East, Suite 150
Mora, MN 55051

Dear Mr. Hurd:

On October 27, 2022, the MN Department of Human Services conducted a mid-term Rule 13 review of Kanabec County Family Services to determine compliance with the provisions of Minnesota Rules, parts 9543.0010 through 9543.0150 (Rule 13), which govern licensing functions delegated to county and private agencies.

Kanabec County Family Services is certified to perform family child care licensing functions under Minnesota Rules, parts 9543.0010 through 9543.0150. This Rule 13 review was conducted mid-term and your certification date will be October 31, 2024.

Thank you for your cooperation. If you have any questions, please contact Juli Youngberg at Julia.youngberg@state.mn.us

Sincerely,

Beth Donahue, Supervisor
Family Child Care Licensing
Office of Inspector General

Cc: Katie Heacock, Supervisor
Danielle Linkert and Ashlee Lovaas, Licensors



Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division ("STATE") and Kanabec County, an independent grantee, not an employee of the State of Minnesota, located at 905 E Forest Ave., Ste. 150, Mora, MN 55051 ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) and 245.461 to 245.486 (the "Minnesota Comprehensive Adult Mental Health Act"), has authority to enter into contracts for the following services: create and ensure a unified, accountable, and comprehensive adult mental health system with services administered under Adult Mental Health Initiative and/or Community Support Program funding.

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **January 1, 2023**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **December 31, 2024**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. Payments and Reimbursements. Payments, issued as advancements or reimbursements, will not be made under this CONTRACT, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7 and MN Office of Grant Management Policy 08-08 on Grant Payments.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9. Liability; 10. Information Privacy and Security; 11. Intellectual Property Rights; 13.1. State audit; and 14. Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties in accordance with **Attachment A**, County Duties, which is attached and incorporated into this CONTRACT.

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT (MN.IT) Accessibility Standards, as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

- a. **Compensation.** COUNTY will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.
 1. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 16.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the smaller line item and when the total obligation and salaries/fringe benefits remain unchanged.
 2. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.
 3. Attachment B, "Budget", covers two full calendar years. The total budget amount indicated in Attachment B is to be dispersed over two calendar years. In calendar year 2023, COUNTY shall not invoice the STATE, and STATE shall not pay COUNTY, for more than half of the total budget amount indicated in Attachment B.
 4. All expenditures must be for services or items necessary for the delivery of those services. "Capital" purchases are prohibited. Capital purchases are defined as something which has a

useful life of more than one year and a per-unit acquisition cost which exceeds \$5,000 and is 1) land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; or 2) additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, alterations, or repairs of the items listed above that materially increase their value or useful life.

5. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 16.1 of CONTRACT, revisions shall be done on a form provided by the STATE. Revisions are required when adding or removing a BRASS code from the budget or adding or removing a provider(s). Shifting of funds between budget line items does not require an amendment. Amendments are required when extending the end date or changing the total grant award, pursuant to Clause 16.1 of CONTRACT. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change on a form provided by STATE.

- b. **Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the Commissioner's Plan.¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.
- c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **one hundred three thousand one hundred eighteen dollars (\$103,118)**.
- d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

- a. **Advance.** The COUNTY will receive one initial payment of **twelve thousand eight hundred ninety dollars (\$12,890)** which is granted pursuant to Minnesota Administrative Rule 9535.1740 at the start of the CONTRACT. The COUNTY is not eligible to receive a cash advance from the STATE in Year 2 of the CONTRACT.
- b. **Reconciliation.** The COUNTY must submit financial reconciliation documentation to STATE Authorized Representative which demonstrates an accurate and complete account of the YEAR 1 cash advance. Any portion of the cash advance that is unspent must be returned to STATE on a date determined by the STATE's Authorized Agent. Required documentation and submission date will be determined by STATE Authorized Representative, but will be no later than within sixty (60) days of the end of the contract term.

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

- c. **Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted via quarterly SEAGR report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895) specific to the grant, and according to the following schedule: **following each March 31, June 30, September 30, and December 31.**

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 2.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 1, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Andrea Abel** or successor. Email: **Andrea.B.Abel@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Katie Heacock** or successor. Phone and email: **320-679-6354, katie.heacock@co.kanabec.mn.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Chuck Hurd** or successor. Phone and email: **320-679-6357, chuck.hurd@co.kanabec.mn.us**.

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY. Information privacy and security shall be governed by the "Data Sharing Agreement and Business Associate Agreement Terms and Conditions" which is attached and incorporated into this CONTRACT as **Attachment C**, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These

rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

13. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

13.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

13.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, a copy of the relevant audit must be submitted to STATE within thirty (30) days of the audit's completion.

13.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R. § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

13.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

14. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. CLERICAL ERRORS AND NON-WAIVER.

15.1. Clerical error. Notwithstanding Clause 16.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

15.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

16. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

16.1. Amendments. Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

16.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

16.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 16.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

16.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

17. PROCURING GOODS AND CONTRACTED SERVICES.

17.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

17.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

17.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's Suspended/Debarred Vendor Report. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

18. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

19. LEGAL COMPLIANCE.

19.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

19.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #1329 (Sexual Harassment Prohibited) and #1436 (Harassment and Discrimination Prohibited).

19.3 Grants management policies. COUNTY must comply with required Grants Management Policies and procedures as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

19.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

20. OTHER PROVISIONS

20.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

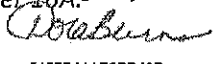
Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A.

By: 

By: 6457611AE8BD49D...

Date: 12/19/2022

Contract No: 221921

Distribution: (fully executed contract to each)

Contracting and Legal Compliance Division

County

State Authorized Representative

2. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____

Title: Director

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

ATTACHMENT A: COUNTY DUTIES

The following items will be evaluated throughout the contract period: 1/1/23-12/31/24.

Objective	Description of Tasks and Deliverables	Evaluation Method
AMHI only		
Have written policy and procedures governing accounting and operational procedures	<ul style="list-style-type: none"> Documented agreement for multi-county initiatives (e.g., MOU, bylaws, joint powers agreement) Decision-making process document or description Contingency planning (see section 20.2 of contract) Nondiscrimination policies (see section 19.2 of contract) 	Twice yearly site visits
Include persons with mental illness, Tribal organizations of the county/region, and the Local Advisory Council in the development, implementation, and evaluation of all Adult Mental Health Plans	<ul style="list-style-type: none"> Demonstrate people with lived experience of mental health are involved in planning, implementing, and evaluating Adult Mental Health Plans Demonstrate tribal organizations are involved in planning, implementing, and evaluating Adult Mental Health Plans Demonstrate Local Advisory Councils are involved in planning, implementing, and evaluating Adult Mental Health Plans 	Twice yearly site visits
Ensure that Adult Mental Health Initiative projects are planned and administered according to Minn. Stat. <u>245.4661</u>	<ul style="list-style-type: none"> Design, plan, and improve the mental health service delivery system for adults with serious and persistent mental illness (SPMI) Include program evaluation 	Twice yearly site visits
Meet requirements of Open Meeting Law	<ul style="list-style-type: none"> Meeting information posted where community members can find it Meeting minutes and decisions are documented and publicly available 	Twice yearly site visits
CSP only		
Ensure that Community Support Plan services are planned and administered according to Minn. Stat. <u>245.4712</u>	<ul style="list-style-type: none"> Assure sufficient community support services are available to meet the needs of adults with SPMI in the county 	Twice yearly site visits
AMHI and CSP		
Work to achieve the mission statement described in the Minnesota Comprehensive Adult Mental Health Act Minn. Stat. <u>245.461</u>	<ul style="list-style-type: none"> Lived experience with mental illness guides the governance and services Brings together people with lived experience, providers, counties, tribes, MCOs and DHS to fully utilize all available resources to meet regional needs. Develops and provides an array of person centered services that builds on personal and cultural strengths. 	Twice yearly site visits

	<ul style="list-style-type: none"> Utilizes a data driven model to evaluate the impact of services on health outcomes. Assures access, early intervention, coordination, and application of resources through creative partnerships. Submit quarterly fiscal reports / invoices to DHS for payment 	Twice yearly site visits
Ensure all revenue received by COUNTY and its contracted or subcontracted providers is managed according to Minnesota Rules chapter <u>9535.1740</u> subd.3		Twice yearly site visits
Ensure their contracted providers bill eligible insurance before accessing Adult Mental Health grant funding		Twice yearly site visits
Have a transition plan that complies with Minnesota Statute <u>245.466 subd.3a</u>	<ul style="list-style-type: none"> Transition plan for continuity of care in the event of contract termination with a community mental health center Transition plan for continuity of care in the event of contract termination with a community support services provider 	Twice yearly site visits
Complete all required data reporting and ensure their contracted providers are completing all required data reporting	<ul style="list-style-type: none"> MHIS data reporting completed twice a year SSIS data reporting completed Supplemental spreadsheet reporting completed twice a year Effort made to have providers reporting into MHIS instead of the supplemental spreadsheet 	Twice yearly site visits
Meet the policy requirements from the <u>Office of Grants Management</u> for all subcontracts that are over \$50,000	<ul style="list-style-type: none"> Grant monitoring plan for all subcontracts over \$50,000, including site visits and financial reconciliation Conflict of interest assessed and documented 	Twice yearly site visits
Incorporate the <u>National Culturally and Linguistically Appropriate Services (CLAS) Standards</u> into County administered services and contracts/agreements with community service providers	<ul style="list-style-type: none"> Demonstrated effort to provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs 	Twice yearly site visits

CY2023-2024 Adult Mental Health Initiative Grant Contract Attachment B

CSP Budget Summary

This page will automatically update based on selections on the previous tabs.
No entry needed. Review only to ensure difference is \$0.

Region or County	CSP Allocation	Amount budgeted	Difference
Kanabec - CSP	\$103,118	\$ 103,118	\$ -

BUDGET SUMMARY Year 1		BUDGET SUMMARY Year 2		PROJECT TOTAL
BRASS Code	TOTAL BUDGET CY2023	BRASS Code	TOTAL BUDGET CY2024	
Fiscal host fee	\$ -	Fiscal host fee	\$ -	
402x - Community Education and Prevention	\$ -	402x - Community Education and Prevention	\$ -	
409x - Adult Client Outreach	\$ -	409x - Adult Client Outreach	\$ -	
408x - Adult Outpatient Diagnostic Assessment / Psychological Testing / Explanation of Findings	\$ -	408x - Adult Outpatient Diagnostic Assessment / Psychological Testing / Explanation of Findings	\$ -	
416x - Transportation	\$ 3,000.00	416x - Transportation	\$ 3,000.00	
418x - Client Flex Funds	\$ 4,000.00	418x - Client Flex Funds	\$ 4,000.00	
420x - Peer Support Services	\$ -	420x - Peer Support Services	\$ -	
431x - Adult Mobile Crisis Services	\$ -	431x - Adult Mobile Crisis Services	\$ -	
434x - Community Support Program Services	\$ 32,400.00	434x - Community Support Program Services	\$ 32,400.00	
436x - Adult Residential Crisis Stabilization	\$ -	436x - Adult Residential Crisis Stabilization	\$ -	
437x - Supported Employment / Individualized Placement and Support Services	\$ -	437x - Supported Employment / Individualized Placement and Support Services	\$ -	
438x - Assertive Community Treatment (ACT)	\$ -	438x - Assertive Community Treatment (ACT)	\$ -	
443x - Housing Subsidy	\$ -	443x - Housing Subsidy	\$ -	
446x - Basic living / Social Skills and Community Integration	\$ 12,159.00	446x - Basic living / Social Skills and Community Integration	\$ 12,159.00	
451x - Emergency Response Services	\$ -	451x - Emergency Response Services	\$ -	
452x - Adult Outpatient Psychotherapy	\$ -	452x - Adult Outpatient Psychotherapy	\$ -	
454x - Adult Outpatient Medication Management	\$ -	454x - Adult Outpatient Medication Management	\$ -	
468x - Adult Day Treatment	\$ -	468x - Adult Day Treatment	\$ -	
469x - Partial Hospitalization	\$ -	469x - Partial Hospitalization	\$ -	
474x - Intensive Residential Treatment Services (IRTS)	\$ -	474x - Intensive Residential Treatment Services (IRTS)	\$ -	
491x - Adult Rule 79 Targeted Case Management (TCM)	\$ -	491x - Adult Rule 79 Targeted Case Management (TCM)	\$ -	
493x - Adult General Case Management	\$ -	493x - Adult General Case Management	\$ -	
TOTAL CSP FUNDS CY2023	\$ 51,559.00	TOTAL CSP FUNDS CY2024	\$ 51,559.00	\$ 103,118.00

ATTACHMENT C – DATA SHARING AND BUSINESS ASSOCIATE AGREEMENT TERMS AND CONDITIONS

This Attachment sets forth the terms and conditions in which STATE will share data with and permit COUNTY to Use or Disclose Protected Information that the parties are legally required to safeguard pursuant to the Minnesota Government Data Practices Act ("MGDPA") under Minnesota Statutes, chapter 13, the Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA"), and other Applicable Safeguards.

The parties agree to comply with all applicable provisions of the MGDPA, HIPAA, and any other Applicable Safeguard that applies to the Protected Information.

General Description of Protected Information That Will Be Shared: Adult Mental Health Initiative (AMHI) and/or Community Support Program (CSP) data for the term of the contract.

Purpose for Sharing Protected Information and Expected Outcomes: Review of AMHI and/or CSP COUNTY projects to assure program integrity, quality, and effectiveness.

STATE is permitted to share the Protected Information with COUNTY pursuant to: Minnesota Data Practices Act under Minnesota Statutes, Chapter 13

It is expressly agreed that COUNTY is a "business associate" of STATE, as defined by HIPAA under 45 C.F.R. § 160.103, "Definitions." The Disclosure of Protected Health Information to COUNTY that is subject to the Health Insurance Portability Accountability Act (HIPAA) is permitted by 45 C.F.R. § 164.502(e)(1)(i), "Standard: Disclosures to Business Associates."

It is understood by COUNTY that, as a business associate under HIPAA, COUNTY is directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making Uses and Disclosures of Protected Health Information that are not authorized by contract or permitted by law. COUNTY is also directly liable and subject to civil penalties for failing to safeguard electronic Protected Health Information in accordance with the HIPAA Security Rule, Subpart C of 45 C.F.R. Part 164, "Security and Privacy."

DEFINITIONS

- A. "Agent" means COUNTY'S employees, contractors, subcontractors, and other non-employees and representatives.
- B. "Applicable Safeguards" means the state and federal safeguards listed in subsection 2.1.A of this Attachment.
- C. "Breach" means the acquisition, access, Use, or Disclosure of unsecured Protected Health Information in a manner not permitted by HIPAA, which compromises the security or privacy of Protected Health Information.
- D. "Business Associate" shall generally have the same meaning as the term "business associate"

found in 45 C.F.R. § 160.103, and in reference to the party in the Contract and this Attachment, shall mean COUNTY.

- E. "Contract" means the Contract between STATE and COUNTY to which this Attachment is attached.
- F. "Disclose" or "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information by the entity in possession of the Protected Information.
- G. "HIPAA" means the rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164.
- H. "Individual" means the person who is the subject of protected information.
- I. "Privacy Incident" means a violation of an information privacy provision of any applicable state and federal law, statute, regulation, rule, or standard, including those listed in the Contract and this Attachment.
- J. "Protected Information" means any information, regardless of form or format, which is or will be Used by STATE or COUNTY under the Contract that is protected by federal or state privacy laws, statutes, regulations, policies, or standards, including those listed in this Attachment. This includes, but is not limited to, individually identifiable information about a State, county or tribal human services agency client or a client's family member. Protected Information also includes, but is not limited to, Protected Health Information, as defined below, and Protected Information maintained within or accessed via a State information management system, including a State "legacy system" and other State application.
- K. "Protected Health Information" is a subset of Protected Information (defined above) and has the same meaning as the term "protected health information" found in 45 C.F.R. § 160.103. For the purposes of this Attachment, it refers only to that information that is received, created, maintained, or transmitted by COUNTY as a Business Associate on behalf of STATE.
- L. "Security Incident" means the attempted or successful unauthorized accessing, Use, or interference with system operations in an information management system or application. "Security Incident" does not include pings and other broadcast attacks on a system's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, provided that such activities do not result in the unauthorized exposure, viewing, obtaining, accessing, or Use of Protected Information.
- M. "Use" or "Used" means any activity involving Protected Information including its creation, collection, access, acquisition, modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, Disclosure, transmission, or destruction. "Use" includes any of these activities whether conducted manually or by electronic or computerized means.

1. INFORMATION EXCHANGED

- 1.1 This Attachment governs the data that will be exchanged pursuant to COUNTY performing the services described in the Contract. The data exchanged under the Contract will include: BRASS

Code data by client including, but not limited to, demographic information such as age, sex, race, the number of people served, and information related to housing, employment, hospitalization, symptoms, and satisfaction with services reported by COUNTY and its SUBCONTRACTORS to STATE. Data is submitted via the Mental Health Information System (MHIS), the Social Services Information System (SSIS), and other encrypted spreadsheet as directed by the STATE.

- 1.2 The data exchanged under the Contract is provided to COUNTY for COUNTY to: review of AMHI and/or CSP COUNTY projects to assure program integrity, quality, and effectiveness and to ensure COUNTY is meeting the terms of the Contract.
- 1.3 STATE is permitted to share the Protected Information with COUNTY pursuant to: the terms and conditions of the Contract and this Data Sharing and Business Associate Agreement in accordance with the Minnesota Data Practices Act under Minnesota Statutes, Chapter 13.

2. INFORMATION PRIVACY AND SECURITY

COUNTY and STATE must comply with the MGDPA, HIPAA, and all other Applicable Safeguards as they apply to all data provided by STATE under the Contract, and as they apply to all data created, collected, received, stored, Used, maintained, or disseminated by COUNTY under the Contract. The civil remedies of Minn. Stat. § 13.08, "Civil Remedies," apply to COUNTY and STATE. Additionally, the remedies of HIPAA apply to the release of data governed by HIPAA.

2.1 Compliance with Applicable Safeguards.

A. State and Federal Safeguards. The parties acknowledge that the Protected Information to be shared under the terms of the Contract may be subject to one or more of the laws, statutes, regulations, rules, policies, and standards, as applicable and as amended or revised ("Applicable Safeguards"), listed below, and agree to abide by the same.

1. Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA");
2. Minnesota Government Data Practices Act (Minn. Stat. Chapter 13);
3. Minnesota Health Records Act (Minn. Stat. § 144.291–144.34);
4. Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2, "Confidentiality of Records," and 42 C.F.R. Part 2, "Confidentiality of Substance Use Disorder Patient Records");
5. Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. § 6103, "Confidentiality and Disclosure of Returns and Return Information," and Internal Revenue Service Publication 1075;
6. U.S. Privacy Act of 1974;
7. Computer Matching Requirements (5 U.S.C. § 552a, "Records Maintained on Individuals");
8. Social Security Data Disclosure (section 1106 of the Social Security Act: 42 USC § 1306, "Disclosure of information in Possession of Social Security Administration or Department of Health and Human Services");
9. Disclosure of Information to Federal, State and Local Agencies (DIFSLA Handbook, Internal Revenue Service Publication 3373);

10. Final Exchange Privacy Rule of the Affordable Care Act (45 C.F.R. § 155.260, "Privacy and Security of Personally Identifiable Information,");
11. NIST Special Publication 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," Revision 4 (NIST.SP.800-53r4), and;
12. All state of Minnesota "Enterprise Information Security Policies and Standards."¹

The parties further agree to comply with all other laws, statutes, regulations, rules, and standards, as amended or revised, applicable to the exchange, Use and Disclosure of data under the Contract.

- B. Statutory Amendments and Other Changes to Applicable Safeguards.** The Parties agree to take such action as is necessary to amend the Contract and this Attachment from time to time as is necessary to ensure, current, ongoing compliance with the requirements of the laws listed in this Section or in any other applicable law.

2.2 COUNTY Data Responsibilities

A. Use Limitation.

1. **Restrictions on Use and Disclosure of Protected Information.** Except as otherwise authorized in the Contract or this Attachment, COUNTY may only Use or Disclose Protected Information as minimally necessary to provide the services to STATE as described in the Contract and this Attachment, or as otherwise required by law, provided that such Use or Disclosure of Protected Information, if performed by STATE, would not violate the Contract, this Attachment, HIPAA, or state and federal statutes or regulations that apply to the Protected Information.
2. **Federal tax information.** To the extent that Protected Information Used under the Contract constitutes "federal tax information" (FTI), COUNTY shall ensure that this data only be Used as authorized under the Patient Protection and Affordable Care Act, the Internal Revenue Code, 26 U.S.C. § 6103(C), and IRS Publication I 075.

- B. Individual Privacy Rights.** COUNTY shall ensure Individuals are able to exercise their privacy rights regarding Protected Information, including but not limited to the following:

1. **Complaints.** COUNTY shall work cooperatively and proactively with STATE to resolve complaints received from an Individual; from an authorized representative; or from a state, federal, or other health oversight agency.
2. **Amendments to Protected Information Requested by Data Subject Generally.** Within three (3) business days, COUNTY must forward to STATE any request to make any amendment(s) to Protected Information in order for STATE to satisfy its obligations under Minn. Stat. § 13.04, "Rights of Subjects of Data," subd. 4. If the request to amend Protected Information pertains to Protected Health Information, then COUNTY must also make any amendment(s) to Protected Health Information as directed or agreed to by STATE pursuant to 45 C.F.R. § 164.526,

¹ See <https://mn.gov/mnit/government/policies/security/>

"Amendment of Protected Health Information," or otherwise act as necessary to satisfy STATE or COUNTY's obligations under 45 C.F.R. § 164.526 (including, as applicable, Protected Health Information in a designated record set).

C. Background Review and Reasonable Assurances of Agents.

1. **Reasonable Assurances.** COUNTY represents that, before any Agent is allowed to Use or Disclose Protected Information, COUNTY has conducted and documented a background review of the Agent sufficient to provide COUNTY with reasonable assurances that the Agent will fully comply with the terms of the Contract, this Attachment and Applicable Safeguards.
2. **Documentation.** COUNTY shall make available documentation required by this Section upon request by STATE.

D. Ongoing Responsibilities to Safeguard Protected Information.

1. **Privacy and Security Safeguards.** COUNTY shall develop, maintain, and enforce policies, procedures, and administrative, technical, and physical safeguards that comply with the Applicable Safeguards to ensure the privacy and security of the Protected Information, and to prevent the Use or Disclosure of Protected Information, except as expressly permitted by the Contract and this Attachment.
2. **Electronic Protected Information.** COUNTY shall implement and maintain appropriate safeguards with respect to electronic Protected Information, and comply with Subpart C of 45 C.F.R. Part 164 (HIPAA Security Rule) with respect to to prevent the Use or Disclosure other than as provided for by the Contract or this Attachment.
3. **Monitoring Agents.** COUNTY shall ensure that any Agent to whom COUNTY Discloses Protected Information on behalf of STATE, or whom COUNTY employs or retains to create, receive, Use, store, Disclose, or transmit Protected Information on behalf of STATE, agrees in writing to the same restrictions and conditions that apply to COUNTY under the Contract and this Attachment with respect to such Protected Information, and in accordance with 45 C.F.R. §§ 164.502, "Use and Disclosure of Protected Health Information: General Rules," subpart (e)1)(ii) and 164.308, "Administrative Safeguards," subpart (b)(2).
4. **Encryption.** According to the state of Minnesota's "Enterprise Information Security Policies and Standards,"² COUNTY must use encryption to store, transport, or transmit Protected Information and must not use unencrypted email to transmit Protected Information.
5. **Minimum Necessary Access to Protected Information.** COUNTY shall ensure that its Agents acquire, access, Use, and Disclose only the minimum necessary Protected Information needed to complete an authorized and legally permitted activity.

² <https://mn.gov/mnit/government/policies/security/>

6. **Training and Oversight.** COUNTY shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of the Contract and this Attachment.

E. **Responding to Privacy Incidents, Security Incidents, and Breaches.** COUNTY will comply with this Section for all Protected Information shared under the Contract. Additional obligations for specific kinds of Protected Information shared under the Contract are addressed in subsection 2.2(F), "Reporting Privacy Incidents, Security Incidents, and Breaches."

1. **Mitigation of harmful effects.** Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, COUNTY will mitigate, to the extent practicable, any harmful effect of the Privacy Incident, Security Incident, and/or Breach. Mitigation may include, but is not limited to, notifying and providing credit monitoring to affected Individuals.
2. **Investigation.** Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, COUNTY will investigate to (1) determine the root cause of the incident, (2) identify Individuals affected, (3) determine the specific Protected Information impacted, and (4) comply with notification and reporting provisions of the Contract, this Attachment, and applicable law.
3. **Corrective action.** Upon identifying the root cause of any Privacy Incident, Security Incident, and/or Breach, COUNTY will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, sanctioning Agents, and/or revising policies and procedures.
4. **Notification to Individuals and others; costs incurred.**
 - a. **Protected Information.** COUNTY will determine whether notice to data subjects and/or any other external parties regarding any Privacy Incident or Security Incident is required by law. If such notice is required, COUNTY will fulfill the STATE's and COUNTY's obligations under any applicable law requiring notification, including, but not limited to, Minn. Stat. §§ 13.05, "Duties of Responsible Authority," and 13.055, "Disclosure of Breach in Security."
 - b. **Protected Health Information.** If a Privacy Incident or Security Incident results in a Breach of Protected Health Information, as these terms are defined in this Attachment and under HIPAA, then COUNTY will provide notice to Individual data subjects under any applicable law requiring notification, including but not limited to providing notice as outlined in 45 C.F.R. § 164.404, "Notification to Individuals."
 - c. **Failure to notify.** If COUNTY fails to timely and appropriately notify Individual data subjects or other external parties under subparagraph (a),

then COUNTY will reimburse STATE for any costs, fines, or penalties incurred as a result of COUNTY's failure to timely provide appropriate notification.

5. **Obligation to report to STATE.** Upon discovery of a Privacy Incident, Security Incident, and/or Breach, COUNTY will report to STATE in writing as further specified in subsection 2.2(F).
 - a. **Communication with authorized representative.** COUNTY will send any written reports to, and communicate and coordinate as necessary with, STATE's authorized representative or designee.
 - b. **Cooperation of response.** COUNTY will cooperate with requests and instructions received from STATE regarding activities related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, the Security Incident, Privacy Incident, and/or Breach, and all matters pertaining to reporting and notification of a Security Incident, Privacy Incident, and/or Breach.
 - c. **Information to respond to inquiries about an investigation.** COUNTY will, as soon as possible, but not later than forty-eight (48) hours after a request from STATE, provide STATE with any reports or information requested by STATE related to an investigation of a Security Incident, Privacy Incident, and/or Breach.
6. **Documentation.** COUNTY will document actions taken under paragraphs 1 through 5 of this Section, and retain this documentation for a minimum of six (6) years from the date it discovered the Privacy Incident, Security Incident, and/or Breach or the time period required by Section H, whichever is longer. COUNTY shall provide such documentation to STATE upon request.

F. **Reporting Privacy Incidents, Security Incidents, and Breaches.** COUNTY will comply with the reporting obligations of this Section as they apply to the kind of Protected Information involved. COUNTY will also comply with Subsection 2.2(E), "Responding to Privacy Incidents, Security Incidents, and Breaches," above in responding to any Privacy Incident, Security Incident, and/or Breach.

1. **Protected Health Information.** COUNTY will report Privacy Incidents, Security Incidents, and/or Breaches involving Protected Health Information as follows:
 - a. **Reporting Breaches to STATE.** COUNTY will report, in writing, any Breach involving Protected Health Information to STATE within five (5) calendar days of discovery, as defined in 45 C.F.R. § 164.410, "Notification by a Business Associate," subpart (a)(2), for all Breaches involving fewer than 500 Individuals, and immediately for all Breaches involving 500 or more Individuals. These reports shall include, at a minimum, the following information:
 1. Identity of each Individual whose unsecured Protected Health Information has been, or is reasonably believed by COUNTY, to have been accessed, acquired, Used, or Disclosed during the incident or

- Breach.
2. Description of the compromised Protected Health Information.
 3. Date of the Breach.
 4. Date of the Breach's discovery.
 5. Description of the steps taken to investigate the Breach, mitigate its impact, and prevent future Breaches.
 6. Sanctions imposed on COUNTY's Agents involved in the Breach.
 7. All other information that must be included in notification to the Individual under 45 C.F.R. § 164.404(c).
 8. Statement that COUNTY has notified, or will notify, impacted Individuals in accordance with 45 C.F.R. § 164.404 and, upon the completion of said notifications, provide through documentation of the recipients, date, content, and manner of the notifications.
- b. **Reporting Breaches to external parties.** COUNTY shall timely report all Breaches involving Protected Health Information to the impacted Individuals (as specified in 45 C.F.R. § 164.404), the U.S. Department of Health and Human Services (as specified in 45 C.F.R § 164.408, "Notification to the Secretary"), and, for Breaches involving 501 or more Individuals, to the media (as specified in 45 C.F.R. § 164.406, "Notification to the Media"). As soon as possible and no later than 10 (ten) business days prior to any report to the media required by 45 C.F.R. § 164.406, COUNTY shall draft and provide to STATE for its review and approval all Breach-related reports or statements intended for the media.
- c. **Reporting Security Incidents that do not result in a Breach to STATE.** COUNTY will report, in writing, all Security Incidents that do not result in a Breach, but involve systems maintaining Protected Health Information created, received, maintained, or transmitted by COUNTY or its Agents on behalf of STATE, to STATE on a monthly basis, in accordance with 45 C.F.R § 164.314, "Organizational Requirements."
- d. **Reporting other violations to STATE.** COUNTY will report, in writing, any other Privacy Incident and/or violation of an Individual's privacy rights as it pertains to Protected Health Information to STATE within five (5) calendar days of discovery as defined in 45 C.F.R. § 164.410(a)(2). This includes, but is not limited to, any violation of Subpart E of 45 C.F.R. Part 164.
4. **Other Protected Information.** COUNTY will report all other Privacy Incidents, Security Incidents, and/or Breaches to STATE.
- a. **Initial report.** COUNTY will report all other Privacy Incidents, Security Incidents, and/or Breaches to STATE, in writing, within five (5) calendar days of discovery. If COUNTY is unable to complete its investigation of, and response to, a Privacy Incident, Security Incident, and/or Breach within five (5) calendar days of discovery, then COUNTY will provide STATE with all information under subsections 2.2(E)(1)–(4), of this Attachment that are available to COUNTY at the time of the initial report, and provide updated

reports as additional information becomes available.

- b. **Final report.** COUNTY will, upon completion of its investigation of and response to a Privacy Incident, Security Incident, and/or Breach, or upon STATE's request in accordance with subsection 2.2(E)(5) submit in writing a report to STATE documenting all actions taken under subsections 2.2(E)(1)–(4), of this Attachment.

G. **Designated Record Set—Protected Health Information.** If, on behalf of STATE, COUNTY maintains a complete or partial designated record set, as defined in 45 C.F.R. § 164.501, "Definitions," upon request by STATE, COUNTY shall, in a time and manner that complies with HIPAA or as otherwise directed by STATE:

1. Provide the means for an Individual to access, inspect, or receive copies of the Individual's Protected Health Information.
2. Provide the means for an Individual to make an amendment to the Individual's Protected Health Information.

H. **Access to Books and Records, Security Audits, and Remediation.** COUNTY shall conduct and submit to audits and necessary remediation as required by this Section to ensure compliance with all Applicable Safeguards and the terms of the Contract and this Attachment.

1. COUNTY represents that it has audited and will continue to regularly audit the security of the systems and processes used to provide services under the Contract and this Attachment, including, as applicable, all data centers and cloud computing or hosting services under contract with COUNTY. COUNTY will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this Attachment.
2. This security audit required above will be documented in a written audit report which will, to the extent permitted by applicable law, be deemed confidential security information and not public data under the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, "General Nonpublic Data," subd. 1(a) and 2(a).
3. COUNTY agrees to make its internal practices, books, audits, and records related to its obligations under the Contract and this Attachment available to STATE or a STATE designee upon STATE's request for purposes of conducting a financial or security audit, investigation, or assessment, or to determine COUNTY's or STATE's compliance with Applicable Safeguards, the terms of this Attachment and accounting standards. For purposes of this provision, other authorized government officials includes, but is not limited to, the Secretary of the United States Department of Health and Human Services.
4. COUNTY will make and document best efforts to remediate any control deficiencies identified during the course of its own audit(s), or upon request by STATE or other authorized government official(s), in a commercially reasonable

timeframe.

- I. **Documentation Required.** Any documentation required by this Attachment, or by applicable laws, standards, or policies, of activities including the fulfillment of requirements by COUNTY, or of other matters pertinent to the execution of the Contract, must be securely maintained and retained by COUNTY for a period of six years from the date of expiration or termination of the Contract, or longer if required by applicable law, after which the documentation must be disposed of consistent with subsection 2.6 of this Attachment.

COUNTY shall document Disclosures of Protected Health Information made by COUNTY that are subject to the accounting of disclosure requirement described in 45 C.R.F. 164.528, "Accounting of Disclosures of Protected Health Information," and shall provide to STATE such documentation in a time and manner designated by STATE at the time of the request.

- J. **Requests for Disclosure of Protected Information.** If COUNTY or one of its Agents receives a request to Disclose Protected Information, COUNTY shall inform STATE of the request and coordinate the appropriate response with STATE. If COUNTY Discloses Protected Information after coordination of a response with STATE, it shall document the authority used to authorize the Disclosure, the information Disclosed, the name of the receiving party, and the date of Disclosure. All such documentation shall be maintained for the term of the Contract or six years after the date of the Disclosure, whichever is later, and shall be produced upon demand by STATE.
- K. **Conflicting Provisions.** COUNTY shall comply with all applicable provisions of HIPAA and with the Contract and this Attachment. To extent that the parties determine, following consultation, that the terms of this Attachment are less stringent than the Applicable Safeguards, COUNTY must comply with the Applicable Safeguards. In the event of any conflict in the requirements of the Applicable Safeguards, COUNTY must comply with the most stringent Applicable Safeguard.
- L. **Data Availability.** COUNTY, or any entity with legal control of any Protected Information provided by STATE, shall make any and all Protected Information under the Contract and this Attachment available to STATE upon request within a reasonable time as is necessary for STATE to comply with applicable law.

2.3 Data Security.

- A. **STATE Information Management System Access.** If STATE grants COUNTY access to Protected Information maintained in a STATE information management system (including a STATE "legacy" system) or in any other STATE application, computer, or storage device of any kind, then COUNTY agrees to comply with any additional system- or application-specific requirements as directed by STATE.
- B. **Electronic Transmission.** The parties agree to encrypt electronically transmitted Protected Information in a manner that complies with NIST Special Publications 800-52, "Guidelines for the Selection and Use of Transport Layer Security (TLS)

Implementations"; 800-77, "Guide to IPsec VPNs"; 800-113, "Guide to SSL VPNs," or other methods validated under Federal Information Processing Standards (FIPS) 140-2, "Security Requirements for Cryptographic Modules." As part of its compliance with the NIST publications, and the State of Minnesota's "Enterprise Information Security Policies and Standards," DATA SHARING PARTNER must use encryption to store, transport, or transmit any Protected Information. DATA SHARING PARTNER must not use unencrypted email to send any Protected Information to anyone, including STATE.

- C. **Portable Media and Devices.** The parties agree to encrypt Protected Information written to or stored on portable electronic media or computing devices in a manner that complies with NIST SP 800-111, "Guide to Storage Encryption Technologies for End User Devices."

2.4 COUNTY Permitted Uses and Responsibilities.

- A. **Management and Administration.** Except as otherwise limited in the Contract or this Attachment, COUNTY may:
1. Use Protected Health Information for the proper management and administration of COUNTY or to carry out the legal responsibilities of COUNTY.
 2. Disclose Protected Health Information for the proper management and administration of COUNTY, provided that:
 - a. The Disclosure is required by law; or
 - b. The Disclosure is required to perform the services provided to or on behalf of STATE or the Disclosure is otherwise authorized by STATE, and COUNTY:
 - i. Obtains reasonable assurances from the entity to whom the Protected Health Information will be Disclosed that the Protected Health Information will remain confidential and Used or further Disclosed only as required by law or for the purposes for which it was Disclosed to the entity; and
 - ii. Requires the entity to whom Protected Health Information is Disclosed to notify COUNTY of any instances of which it is aware in which the confidentiality of Protected Health Information has been Breached or otherwise compromised.
- B. **Notice of Privacy Practices.** If COUNTY's duties and responsibilities require it, on behalf of STATE, to obtain individually identifiable health information from Individual(s), then COUNTY shall, before obtaining the information, confer with STATE to ensure that any required Notice of Privacy Practices includes the appropriate terms and provisions.
- C. **De-identify Protected Health Information.** COUNTY may use Protected Health Information to create de-identified Protected Health Information provided that COUNTY complies with the de-identification methods specified in 45 C.F.R. § 164.514, "Other

Requirements Relating to Uses and Disclosures of Protected Health Information.” De-identified Protected Health Information remains the sole property of STATE and can only be Used or Disclosed by COUNTY on behalf of STATE and pursuant to the Contract or by prior written approval of STATE.

- D. **Aggregate Protected Health Information.** COUNTY may use Protected Health Information to perform data aggregation services for STATE, and any such aggregated data remains the sole property of STATE. The COUNTY must have the written approval of STATE prior to using Protected Health Information to perform data analysis or aggregation for parties other than STATE.

2.5 STATE Data Responsibilities

- A. STATE shall Disclose Protected Information to COUNTY only as authorized by law to COUNTY.
- B. STATE shall obtain any consents or authorizations that may be necessary for it to Disclose Protected Information with COUNTY.
- C. STATE shall notify COUNTY of any limitations that apply to STATE’s Use and Disclosure of Protected Information—including any restrictions on certain Disclosures of Protected Health Information requested under 45 C.F.R. § 164.522, “Rights to Request Privacy Protection for Protected Health Information,” subpart (a), to which STATE has agreed and that would also limit the Use or Disclosure of Protected Information by COUNTY.
- D. STATE shall refrain from requesting COUNTY to Use or Disclose Protected Information in a manner that would violate applicable law or would be impermissible if the Use or Disclosure were performed by STATE.

2.6 Obligations of COUNTY Upon Expiration or Cancellation of the Contract. Upon expiration or termination of the Contract for any reason:

- A. In compliance with the procedures found in the Applicable Safeguards listed in subsection 2.1.A, or as otherwise required by applicable industry standards, or directed by STATE, COUNTY shall immediately destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner to STATE all Protected Information that it still maintains.
- B. COUNTY shall ensure and document that the same action is taken for all Protected Information shared by STATE that may be in the possession of its Agents. COUNTY and its Agents shall not retain copies of any Protected Information.
- C. In the event that COUNTY determines that returning or destroying the Protected Information is not feasible or would interfere with its ability to carry out its legal responsibilities, maintain appropriate safeguards, and/or comply with Subpart C of 45 C.F.R. Part 164, it shall notify STATE of the specific laws, rules, policies, or other circumstances that make return or destruction not feasible or otherwise inadvisable. Upon mutual agreement of the Parties that return or destruction of Protected Information is not feasible or otherwise inadvisable, COUNTY will continue to extend the

protections of the Contract and this Attachment to the Protected Information and take all measures possible to limit further Uses and Disclosures of the Protected Information for so long as it is maintained by COUNTY or its Agents.

- D. COUNTY shall document and verify in a written report to STATE the disposition of Protected Information. The report shall include at a minimum the following information:
1. A description of all Protected Information that has been sanitized or destroyed, whether performed internally or by a service provider;
 2. The method by which, and the date when, the Protected Data were destroyed, sanitized, or securely returned to STATE; and
 3. The identity of organization name (if different than COUNTY), and name, address, and phone number, and signature of Individual, that performed the activities required by this Section.
- E. Documentation required by this Section shall be made available upon demand by STATE.
- F. Any costs incurred by COUNTY in fulfilling its obligations under this Section will be the sole responsibility of COUNTY.

3. INSURANCE REQUIREMENTS

- 3.1 **Network Security and Privacy Liability Insurance.** COUNTY shall, at all times during the term of the Contract, keep in force a network security and privacy liability insurance policy. The coverage may be endorsed on another form of liability coverage or written on a standalone policy.

COUNTY shall maintain insurance to cover claims which may arise from failure of COUNTY's security or privacy practices resulting in, but not limited to, computer attacks, unauthorized access, Disclosure of not public data including but not limited to confidential or private information or Protected Health Information, transmission of a computer virus, or denial of service. COUNTY is required to carry the following **minimum** limits:

\$2,000,000 per occurrence
\$2,000,000 annual aggregate

4. INTERPRETATION

- 4.1 Any ambiguity in this Agreement shall be interpreted to permit compliance with all Applicable Safeguards.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Resolution # FS 1/17/23

Department of Human Services Community Supports Program Contract

WHEREAS, the State of Minnesota, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) and 245.461 to 245.486 (“the Minnesota Comprehensive Adult Mental Health Act”) is empowered to enter into grant contracts to create and ensure a unified, accountable and comprehensive adult mental health system with services administered under the Adult Mental Health Initiative and or Community Support Program funding, and

WHEREAS, pursuant to the Minnesota Comprehensive Adult Mental Health Act, County and State will collaborate to provide supports and services of a quality that is effective, efficient, appropriate, and consistent with contemporary professional standards in the field of mental health.

THEREFORE BE IT RESOLVED to approve the Contract with the State of Minnesota, through its Department of Human Services, Mental Health Division to provide quality mental health services to the people of Kanabec County, effective January 1, 20123 through December 31, 2024 and for the Family Services Director to sign said contract.

**AGREEMENT BETWEEN ISANTI COUNTY HEALTH AND HUMAN SERVICES
AND KANABEC COUNTY FAMILY SERVICES**

This Agreement is made and entered into by and between the County of Isanti Board of Commissioners, through Isanti County Health and Human Services, with the address of 1700 East Rum River Drive South, Suite A, Cambridge, MN 55008 (hereinafter the "COUNTY") and Kanabec County Family Services, with the address of 905 Forest Avenue East - Suite 150, Mora, MN 55051 (hereinafter "CONTRACTOR").

WITNESSTH

WHEREAS, Minn. Stat. §§245.461 through 245.486 and Minn. Stat. §§245.487 through 245.488 establish the Minnesota Comprehensive Adult Mental Health Act and the Minnesota Comprehensive Children's Mental Health Act, respectively;

WHEREAS, the COUNTY wishes to secure the provision of Psychiatric services; and

WHEREAS, the CONTRACTOR is suitably structured to provide Psychiatric services; and

WHEREAS, pursuant to Minn. Statute Ch. 402, the County wishes to purchase such services from Kanabec County; and

WHEREAS, the COUNTY wishes to serve as the Contracting Entity with the CONTRACTOR for its provision of Psychiatric services.

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, the COUNTY and CONTRACTOR agree as follows:

I. Term of Agreement

The CONTRACTOR agrees to furnish services to the benefit of the COUNTY during the period commencing January 1, 2023, and terminating December 31, 2024, irrespective of the date of signatures/execution below.

II. Services to be Provided

A. Provisions of Service: the CONTRACTOR shall provide uninsured or underinsured residents of Isanti County with Psychiatric services. Client's eligibility to receive such services will be mutually agreed upon by the COUNTY and CONTRACTOR prior to providing such service; services shall not be provided to clients who are not determined to be eligible. A sliding fee schedule will be pre-determined for clients that have no third-party insurance, including public programs. Clients will be eligible for sliding fee schedule when the applicable health plans including Medical Assistance, Medicare, Minnesota Care (or its successor program), PMAP or third party payers have denied payments or reached limitations.

B. Standard of Performance: the CONTRACTOR shall provide services in conformance with applicable laws and regulations and within accepted standards of professional practice; specifically, services shall conform to standards set forth in the MHCP Provider Manual as

applicable to services.

- C. Mental Health Medication Management**
Medication management is a service to determine a recipient's need for a prescribed drug, or to evaluate the effectiveness of the prescribed drug as noted in the recipient's written individual treatment plan (ITP).
- D. Medication Monitoring** is a brief, face-to-face service to monitor or change a recipient's drug dosage or prescription.

III. Payment for Services

- A. Payment for Services:** For medication management/monitoring services, the payments will be based on actual expenditures not to exceed the current payment rate CONTRACTOR bills at a rate of \$128.64 per hour.
- B. Invoices** shall be submitted each month following the month of service.
- C. Invoices:** Upon receipt of the invoice, the COUNTY will make payment to the CONTRACTOR within 35 days.

IV. Conditions of Contractor's and County's Obligation

- A.** The CONTRACTOR agrees to inform the COUNTY of changes in ownership, organizational structure, board of director membership, and/or chief operating officers within thirty (30) days after occurrence.
- B.** The COUNTY will reimburse for services specified in this Contract that have been delivered. Any alterations, variations, modifications or waivers of provisions of this contract shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Contract.
- C.** The COUNTY agrees not to employ or hire the CONTRACTOR's staff that holds this position for a period of 3 years from the date the contract is signed or a buyout clause will be negotiated between the COUNTY and CONTRACTOR.

V. Termination

- A.** In the event funding from the State is less than expected, decreased or terminated, the County reserves the right to give a 30-day notice of decrease or termination of this agreement
- B.** The CONTRACTOR must, within 10 days notify the COUNTY in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notification, the COUNTY must determine whether such inability will require modification or cancellation of said contract.
- C.** Either party may cancel this CONTRACT without cause upon ninety (90) days written notice to the other party

- D.** Termination with Cause: Either Party may terminate this Agreement for material breach, by written notice to the breaching Party; provided that such breach remains uncured for a period of thirty (30) days after receipt of written notice thereof from the non-breaching party.
- E.** Before the termination date of this Contract, the COUNTY may evaluate the contract performance of the CONTRACTOR and determine whether such performance merits renewal of this contract
- F.** If the COUNTY determines that funds are not being administered in accordance with the approved service plan and budget or that services are not being properly provided according to the terms of this contract, the COUNTY may terminate this contract after thirty (30) day notice has been provided to the CONTRACTOR's designated agent.
- G.** Obligations Upon Termination: Both Parties shall cooperate in any transition process necessary should the duties to be performed by Kanabec County under this Agreement be transferred to another entity.
- H.** No Dissolution Assumed: Termination of this Agreement, for any reason and at any time, shall not be construed to terminate or in any way alter the relationship of the County with Kanabec County.

VI. Data Practices

All data collected, created, received, maintained, or disseminated for any purposes by the activities of CONTRACTOR because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing said act now in force or as adopted, as well as HIPAA or other Federal regulations on data privacy.

VII. Indemnification and Insurance

- A.** CONTRACTOR agrees that in order to protect itself as well as the COUNTY and Region 7E, it will at all time during the term of this contract keep in force an insurance policy. This liability insurance policy will meet the limits as shown below or be equal to the tort liability limits under Minnesota Statutes, section 3.736 and 466.04, subdivision 4, whichever is greater. However, should the coverage available to the CONTRACTOR exceed the liability limits, nothing by the way of that level of coverage shall be construed as a waiver of the limits available to the COUNTY. The COUNTY will be sent a current certificate of insurance on an annual basis.
 - 1. Commercial General Liability Insurance
 - a) \$500,000 per claimant/\$1,500,000 per occurrence/\$1,500,000 annual aggregate.
 - 2. Automobile Insurance (if vehicles are used to conduct this contract)
 - a) Coverage shall be provided for hired, non-owned and owned auto.
 - b) Minimum limits: \$1,000,000 with an additional \$20,000,000 umbrella
- B.** Worker's Compensation and Employer's Liability as required by Minnesota Law.
- C.** Professional Liability/Errors and Omissions Coverage
 - 1. Per Claim Limit: \$1,500,000

2. Per Person: \$ 500,000

- D. Bonding: The CONTRACTOR will be required to maintain at all times, during the terms of this Contract, a fidelity bond or insurance coverage for employee dishonesty with a minimum amount of \$50,000 covering the activity of each person authorized to receive or distribute monies under the term of this Contract.
- E. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days prior notice thereof to the COUNTY.
- F. Prior to the effective date of this contract, and as a condition precedent to this contract, the CONTRACTOR will furnish the COUNTY with Certificates of Insurance.

VIII. Compliance with Laws/Standards

- A. The CONTRACTOR shall maintain in good standing, all professional credentials necessary to provide the services contemplated and set forth herein.
- B. The CONTRACTOR shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the subject matter thereof for which the CONTRACTOR is responsible.
 - 1. By signing this contract, the CONTRACTOR certifies that it and its principals and its employees: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or County; and have not within a three-year period preceding this contract:
 - a. been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - b. violated any federal or state antitrust statutes; or
 - c. committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 2. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - b. violating any federal or state antitrust statutes; or
 - c. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 3. Are not aware of any information and possess no knowledge that any sub Contractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
 - 4. Shall immediately give written notice to the COUNTY should CONTRACTOR come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or

state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

IX. Independent Contractor

- A. The CONTRACTOR utilizes an independent Sub-Contractor and neither the position nor the work of the Sub-Contractor shall cause the CONTRACTOR or Sub-Contractor to be construed as an employee of the COUNTY in any way. The CONTRACTOR and sub-Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services within the scope of approved policy/procedure.
- B. With regard to any subcontractors so retained the CONTRACTOR shall be responsible for the performance under this Contract and agrees to comply with prompt payment of any and all subcontractors pursuant to Minnesota Statutes 471.425, Subd. 4a.
- C. The CONTRACTOR acknowledges and agrees that it nor it's Sub-Contractor is entitled to receive any of the benefits received by COUNTY employees and is not eligible for workers or unemployment compensation benefits.
- D. The CONTRACTOR also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due and that it is the CONTRACTOR's sole obligation to comply with the applicable provision of all Federal and State laws.

X. Records-Availability, Disclosure and Retention

- A. Pursuant to Minnesota Statute § 16C.05 subd.5, the CONTRACTOR agrees that the COUNTY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the CONTRACTOR and involve transaction relating to this Contract.
- B. CONTRACTOR agrees to maintain these records for a period of six (6) years from the date of termination of the Contract at address of CONTRACTOR..
- C. Client records will be in the possession of the COUNTY. They will be made available for view for the purposes of facilitating supervision by the CONTRACTOR.
- D. CONTRACTOR to provide COUNTY with financial program expenditures as requested.

XI. Contractor Qualifications and Training

- A. The CONTRACTOR agrees to use only qualified personnel to provide any purchased services. If licensing or certification is a necessary prerequisite for provision of services, the CONTRACTOR shall ensure that personnel are properly licensed or certified.
- B. The CONTRACTOR agrees to provide or arrange for staff training as required.
- C. A copy of the staff training plan shall be provided to the COUNTY upon request.

- D. A background check satisfactory to the COUNTY will be performed on all employees prior to hire in accordance with Minnesota Department of Human Services.
- E. The CONTRACTOR agrees to maintain at all times during the term of this Contract, a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program or program services, will consent to a background check for evidence of maltreatment of adults or minors substantiated under Minnesota Statutes section 626.556.
- F. Staff and Sub-Contractors who provide services to recipients 18 and older must follow all reporting requirements for Vulnerable Adults as defined in Minnesota Statutes 626.557. They must also have evidence that training is completed on the Statute in the areas of what must be reported, and how to report. Staff and subcontractors who provide services to recipients under the age of 18 must comply with maltreatment reporting requirements as defined in Minnesota Statutes 626.556. They must have evidence that training is completed in the areas of what must be reported and how to report.

XII. Nondiscrimination

During the performance of this Agreement, the CONTRACTOR agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal state laws against discrimination.

XIII. Representatives

The following named persons are designated the authorized representatives of parties for purposes of this Contract. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, as to the COUNTY, the authorized representative shall have only the authority specifically or generally granted by the County Board of Commissioners. Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this Contract, or in a modification of this Contract.

County Designee	Emily Hawkins, LICSW Social Service Supervisor Isanti County Health and Human Services Oakview Office Complex 1700 East Rum River Drive South, Suite A Cambridge, MN 55008 763-689-1711
Contractor Designee	Chuck Hurd, Director Kanabec County Family Service 905 Forest Avenue E, Suite 150 Mora, MN 55051 320-679-6357

XIV. Modifications

Any alterations, variations modifications, or waivers of provisions of this agreement must be valid only when they have been reduced in writing, duly signed, and attached to the original of this agreement.

No claim for services furnished by the CONTRACTOR not specifically provided in the agreement will be allowed by the COUNTY nor must the CONTRACTOR do any work or furnish any material not covered by the agreement unless this is approved in writing by the COUNTY. Such approval must be considered a modification of the agreement.

IN WITNESS THEREOF, the COUNTY and the CONTRACTOR, each intending to be bound by this agreement, effective January 2023, irrespective of the dates of the signatures, certifies that the appropriate person have executed the Contract, as required by applicable articles, by-laws resolutions and ordinances.

APPROVED AS TO FORM AND CONTENT

COUNTY ATTORNEY:

BY: [Signature]

DATED: December 16, 2022

ISANTI COUNTY ADMINISTRATOR:

BY: [Signature]

DATED: 12/20/22

**BOARD CHAIRPERSON:
COUNTY OF ISANTI**

BY: [Signature]

DATED: 12.20.2022

**BOARD CHAIRPERSON
COUNTY OF KANABEC:**

BY: _____

DATED: _____

**DIVISION LEADER OF
ISANTI COUNTY HEALTH AND HUMAN SERVICES:**

BY: Perry Messer

DATED: 12.20.2022

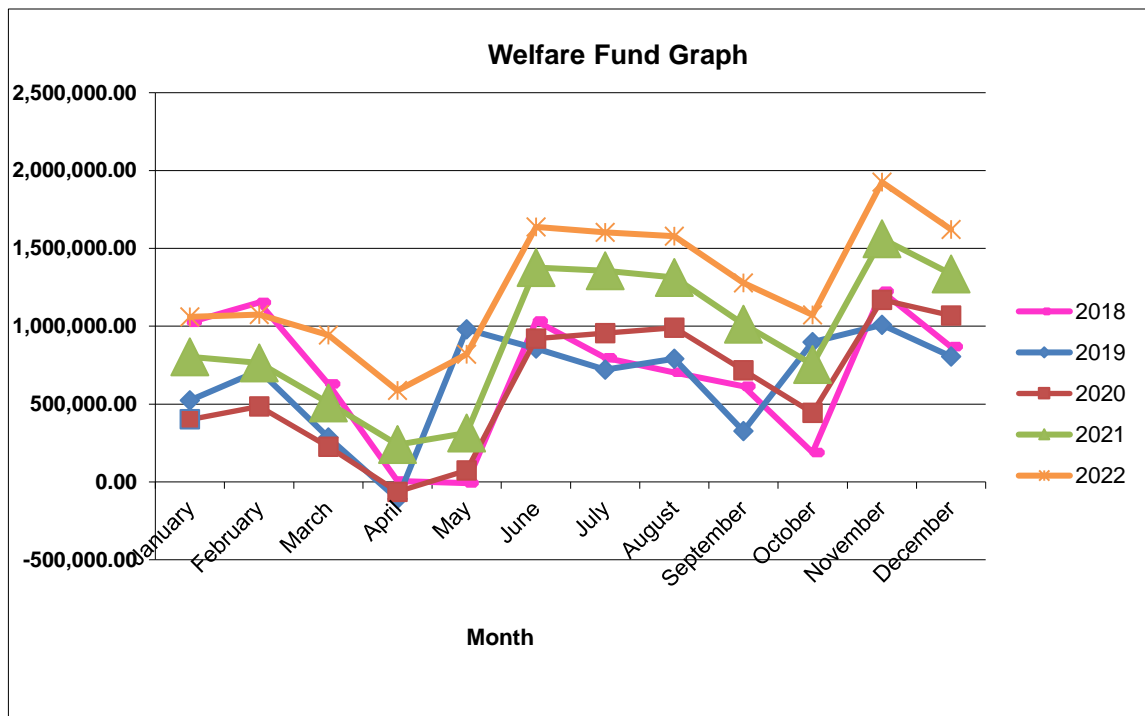
Resolution # FS 1/17/23
Children's Psychiatric Services Agreement w/ Isanti County Resolution

WHEREAS, the State of Minnesota, pursuant to Minnesota Statutes 245.461 to 245.486 and 245.487 to 245.488 establishes the Minnesota Comprehensive Adult Mental Health Act and the Minnesota Comprehensive Children's Mental Health Act respectively, is empowered to enter into grant contracts to create and ensure a unified, accountable and comprehensive mental health system, and

WHEREAS, Isanti County wishes to secure the provision of Children's Psychiatric services and Kanabec County, through its Family Services Agency is suitably structured and wishes to provide said services for Isanti County.

THEREFORE BE IT RESOLVED that the Kanabec County Human Services Board approves the Contract with Isanti County through its Health and Human Services for psychiatric services to commence January 1, 2023 through December 31, 2024.

	2018	2019	2020	2021	2022
January	1,024,705.97	523,556.70	401,131.39	802,602.99	1,060,669.83
February	1,151,821.98	715,738.74	483,781.08	764,375.81	1,074,400.99
March	629,190.77	285,341.21	225,078.17	507,711.89	942,838.71
April	5,607.36	-109,902.43	-63,141.11	239,129.82	586,755.76
May	-7,853.46	979,247.26	73,382.15	313,993.85	820,322.23
June	1,032,778.15	855,820.47	920,867.09	1,376,518.14	1,638,762.92
July	796,820.09	721,467.48	955,700.06	1,355,779.92	1,603,064.80
August	703,093.77	791,435.79	990,235.56	1,312,346.82	1,578,429.94
September	613,301.63	326,963.03	716,408.79	1,012,985.41	1,277,604.14
October	187,807.92	897,606.65	443,084.51	753,774.16	1,072,396.60
November	1,222,983.64	1,008,939.34	1,170,024.75	1,562,104.61	1,925,516.68
December	867,114.62	804,618.63	1,067,709.00	1,335,030.43	1,620,823.12
Totals	8,227,372.44	7,800,832.87	7,384,261.44	11,336,353.85	15,201,585.72
Averages	685,614.37	650,069.41	615,355.12	944,696.15	1,266,798.81
6 month Avg.	731,853.61	758,505.15	890,527.11	1,222,003.56	1,512,972.55
Rolling 12 month Avg	685,614.37	650,069.41	615,355.12	944,696.15	1,266,798.81



Kanabec County Family Services - Board Financial Report				Through December 2022											
	Total year to date/			8.33%	16.67%	25.00%	33.33%	41.67%	50.00%	58.33%	66.67%	75.00%	83.33%	91.67%	100.00%
Department	Budget	% of budget	Total	January	February	March	April	May	June	July	August	September	October	November	December
Income Main. Service															
Exp	717,387.00	98.15%	704,140.59	51,831.67	48,106.77	80,924.69	53,106.34	52,548.82	52,868.70	73,249.81	54,106.51	53,456.70	52,704.88	53,421.40	77,814.30
Rev	364,991.00	85.98%	313,833.41	7,767.70	60,202.65	10,634.90	9,823.22	57,730.12	9,823.22	10,055.92	58,070.33	9,950.80	9,880.32	60,013.91	9,880.32
Tax	345,232.48	89.83%	310,135.04	4,846.42					172,345.37					132,943.25	
State Shared Rev			34,428.34							14,518.14			2,696.03		17,214.17
Recoveries															
Exp	19,100.00	100.54%	19,202.56	1,368.08	2,734.61	236.82	8,189.75	0.00	0.00	4,054.65	0.00	2,433.15	0.00	0.00	185.50
Rev	21,100.00	97.57%	20,586.73	8,478.45	1,272.36	4,949.84	1,224.96	1,190.92	972.72	39.00	1,411.79	39.00	620.19	122.00	265.50
Tax	22,426.52	90.24%	20,238.70	406.95					11,195.67				0.00	8,636.08	
State Shared Rev			2,236.50							943.11			175.14		1,118.25
Burials															
Exp	25,000.00	114.36%	28,590.13	5,400.00	5,076.69	3,089.50	3,504.92	0.00	3,062.20	3,177.11	1,500.00	1,664.00	958.71	1,157.00	0.00
Rev			0.00												
Tax			0.00												
Child Support															
Exp	367,603.00	97.01%	356,628.80	28,185.73	27,219.76	35,570.35	29,925.04	27,313.36	27,319.45	36,457.37	26,781.58	27,334.03	23,572.75	28,712.39	38,236.99
Rev	410,000.00	90.89%	372,647.53	1,766.08	77,547.00	17,547.55	16,174.48	61,633.51	16,420.64	29,562.23	42,584.64	16,297.66	16,312.52	60,445.80	16,355.42
Tax															
MA Services															
Exp	483,900.00	87.89%	425,300.69	36,658.39	36,290.38	17,701.02	72,826.52	19,329.61	38,645.07	31,681.21	51,151.15	23,418.93	35,945.44	36,734.30	24,918.67
Rev	418,000.00	101.49%	424,234.52	59,484.31	26,993.02	45,877.24	28,436.21	65,208.57	8,950.23	24,547.76	31,893.41	24,917.30	21,451.64	81,057.23	5,417.60
Tax	64,561.19	90.06%	58,142.06	1,050.67					32,229.95					24,861.44	
State Shared Rev			6,438.38							2,715.01			504.18		3,219.19
Child Care															
Exp	230,950.00	99.52%	229,832.78	36,031.78	93.00	18,896.48	24,495.11	38,761.74	14,138.85	22,728.20	20,024.71	9,330.64	15,753.82	20,102.60	9,475.85
Rev	224,025.00	123.32%	276,271.08	392.00	0.00	86,358.00	462.00	73,807.08	895.00	752.00	59,529.00	685.00	531.00	52,343.00	517.00
Tax	6,795.92	88.70%	6,028.13	18.50					3,392.63					2,617.00	
State Shared Rev			677.72							285.79			53.07		338.86
Fraud															
Exp	78,622.00	91.30%	71,781.24	5,508.04	5,429.00	5,430.06	5,655.37	5,428.98	5,636.81	7,609.46	5,429.00	5,807.67	5,428.97	5,588.44	8,829.44
Rev			0.00												
Tax	77,020.37	90.00%	69,318.76	1,209.75					38,449.76					29,659.25	
State Shared Rev			7,680.86							3,238.95			601.48		3,840.43
Adult Services															
Exp	4,000.00	38.50%	1,540.00	440.00	220.00	220.00	220.00	220.00	220.00	0.00	0.00	0.00	0.00	0.00	0.00
Rev	8,581.00	154.38%	13,246.95	18.41	36.40	18.20	18.20	3,190.88	18.20	9,306.66	18.20	567.20	18.20	18.20	18.20
Tax															
Dev. Disability															
Exp	94,389.00	61.20%	57,767.31	4,574.62	4,909.09	3,506.09	5,919.59	4,751.33	4,979.64	3,811.70	4,950.36	6,269.12	4,330.89	5,080.02	4,684.86
Rev	69,865.00	58.76%	41,053.00		0.00	10,771.00	0.00	9,153.00	0.00	0.00	10,916.00	0.00	0.00	10,213.00	0.00
Tax	24,012.23	89.59%	21,511.46	277.47					11,987.28					9,246.71	
State Shared Rev			2,394.62							1,009.79			187.52		1,197.31

Mental Health															
Exp	1,211,095.00	106.67%	1,291,874.95	99,533.69	87,914.73	79,526.55	99,411.21	84,887.65	117,900.40	117,092.80	122,399.42	100,378.74	96,628.86	118,640.52	167,560.38
Rev	740,269.00	120.42%	891,400.83	75,682.62	39,629.88	83,668.40	61,291.77	149,017.91	84,299.63	29,720.12	63,875.79	51,171.22	101,492.59	48,158.77	103,392.13
Tax	461,216.10	90.24%	416,195.30	8,342.49					230,246.21					177,606.60	
State Shared Rev			45,994.81							19,395.62			3,601.79		22,997.40
Chemical Dependency															
Exp	117,000.00	22.80%	26,671.40	1,500.00	0.00	4,612.35	1,923.72	0.00	6,635.33	0.00	2,500.00	5,000.00	0.00	1,000.00	3,500.00
Rev	51,000.00	69.05%	35,213.16		15,181.89	1,000.60	2,124.15	4,476.00	1,292.40	0.00	5,409.93	1,728.65	1,441.82	1,062.98	1,494.74
Tax	64,561.19	90.06%	58,145.76	1,054.37					32,229.95					24,861.44	
State Shared Rev			6,438.38							2,715.01			504.18		3,219.19
Child Services															
Exp	586,512.00	111.82%	655,865.36	32,504.74	42,541.26	54,226.44	42,238.18	31,880.75	75,359.11	53,451.46	47,816.21	69,690.05	43,791.10	81,213.53	81,152.53
Rev	377,005.00	113.19%	426,747.30	6,341.12	49,382.16	10,351.13	5,926.90	67,710.07	26,068.22	65,045.64	52,165.05	9,719.28	22,671.23	47,208.41	64,158.09
Tax	205,236.63	90.19%	185,093.85	3,603.36					102,457.30					79,033.19	
State Shared Rev			20,467.24							8,630.86			1,602.76		10,233.62
Social Services															
Exp	1,324,304.00	97.05%	1,285,235.26	106,484.12	101,570.28	102,421.94	105,633.71	101,399.99	101,981.50	143,365.88	91,624.27	98,556.06	96,900.07	95,388.81	139,908.63
Rev	1,144,459.00	104.00%	1,190,185.84	35,569.68	140,631.39	69,293.91	58,141.60	136,048.36	52,275.60	295,752.26	117,253.44	60,999.86	52,043.90	125,791.14	46,384.70
Tax	176,240.73	90.39%	159,312.24	3,462.78					87,982.10					67,867.36	
State Shared Rev			17,575.62							7,411.49			1,376.32		8,787.81
Income Main. Admin															
Exp	92,014.00	100.15%	92,151.77	7,236.42	6,916.35	6,698.47	7,541.00	7,066.37	6,793.37	9,923.12	7,141.18	7,246.22	6,982.17	7,105.92	11,501.18
Rev	44,300.00	93.10%	41,243.57	908.20	8,858.52	1,129.75	1,098.78	8,452.19	1,098.78	1,017.51	7,068.98	1,122.63	1,112.91	8,262.41	1,112.91
Tax	46,665.28	89.65%	41,835.79	569.74					23,296.03					17,970.02	
State Shared Rev			4,653.69							1,962.43			364.41		2,326.85
Social Services Admin.															
Exp	252,170.00	100.66%	253,828.60	19,236.45	18,767.34	17,416.47	22,712.06	19,056.44	19,079.71	27,006.13	19,315.94	19,459.20	17,678.08	23,711.85	30,388.93
Rev	65,000.00	90.67%	58,937.00		16,331.00	0.00	0.00	14,960.00	0.00	0.00	13,127.00	0.00	0.00	14,519.00	0.00
Tax	183,716.24	90.49%	166,244.68	3,784.64					91,713.99					70,746.05	
State Shared Rev			18,321.12							7,725.86			1,434.70		9,160.56
FS Admin															
Exp	742,159.00	94.61%	702,145.05	74,095.17	57,510.68	46,459.92	60,541.19	47,976.79	44,566.61	66,259.52	52,464.84	52,145.00	54,124.14	73,463.74	72,537.45
Rev	142,305.00	81.17%	115,512.02	2,824.10	22,964.83	3,774.35	3,678.00	21,929.69	3,678.00	3,726.57	18,902.69	3,726.57	3,706.77	22,893.68	3,706.77
Tax	587,620.12	89.85%	528,000.12	8,368.39					293,349.05					226,282.68	
State Shared Rev			59,726.97							24,711.32	344.06	438.54	4,588.92		29,644.13
Agency Totals															
Exp	6,346,205.00	97.74%	6,202,556.49	510,588.90	445,299.94	476,937.15	543,843.71	440,621.83	519,186.75	599,868.42	507,205.17	482,189.51	454,799.88	551,320.52	670,694.71
Rev	4,080,900.00	103.44%	4,221,112.94	199,232.67	459,031.10	345,374.87	188,400.27	674,508.30	205,792.64	469,525.67	482,226.25	180,925.17	231,283.09	532,109.53	252,703.38
Tax	2,265,305.00	90.06%	2,040,201.89	36,995.53	0.00	0.00	0.00	0.00	1,130,875.29	0.00	0.00	0.00	0.00	872,331.07	0.00
State Shared Rev			227,034.25	0.00	0.00	0.00	0.00	0.00	0.00	95,263.38	344.06	438.54	17,690.50	0.00	113,297.77
Total Revenue	6,346,205.00	102.24%	6,488,349.08	236,228.20	459,031.10	345,374.87	188,400.27	674,508.30	1,336,667.93	564,789.05	482,570.31	181,363.71	248,973.59	1,404,440.60	366,001.15

Board Approval Report

SSIS pymt. batch #: 139784000

Paid Cnty Vendor				Total Payments	Total Amount
Community Living Options, 000011478				1	444.08
Svc Description	Svc Code	Payments	Amount		
Semi-Independent Living Services (SILS)	534	1	444.08		
DHS STATE OPERATED SERVICES, 000011816				9	12,711.65
Svc Description	Svc Code	Payments	Amount		
State-Operated Inpatient	472	9	12,711.65		
EAST CENTRAL REG. JUVENILE CTR., 000012085				1	8,680.00
Svc Description	Svc Code	Payments	Amount		
Correctional Facilities	185	1	8,680.00		
Families in Transition Services Inc, 000012296				2	1,133.38
Svc Description	Svc Code	Payments	Amount		
Family-Based Counseling Services	162	2	1,133.38		
Family Pathways, 000012298				6	2,960.04
Svc Description	Svc Code	Payments	Amount		
Family-Based Counseling Services	162	6	2,960.04		
Holiday Station, 000012800				2	600.00
Svc Description	Svc Code	Payments	Amount		
Transportation	116	2	600.00		
Ignaszewski/Karissa, 000012959				2	11,904.20
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	2	11,904.20		
Kanabec County Community Health, 000013263				1	12,555.81
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	1	12,555.81		
Little Sand Group Homes, 000013715				1	8,870.65
Svc Description	Svc Code	Payments	Amount		
Children's Group Residential Care	183	1	8,870.65		
Nexus-Mille Lacs Family Healing, 000014598				1	14,867.60
Svc Description	Svc Code	Payments	Amount		
Children's Residential Treatment	483	1	14,867.60		
Northcrest Townhomes of Mora, LP, 000015175				1	755.00
Svc Description	Svc Code	Payments	Amount		
Parent Support Outreach Services	167	1	755.00		
Options Residential, 000015334				1	1,469.71
Svc Description	Svc Code	Payments	Amount		
Child Family Foster Care	181	1	1,469.71		
PHASE, Inc., 000015579				2	1,058.40
Svc Description	Svc Code	Payments	Amount		
Day Training and Habilitation	566	1	712.80		
Transportation	516	1	345.60		
Prairie Lake Youth Programs, 000015767				1	8,866.00
Svc Description	Svc Code	Payments	Amount		
Correctional Facilities	185	1	8,866.00		
Premier Biotech Inc, 000015777				2	358.41
Svc Description	Svc Code	Payments	Amount		
Health-Related Services	118	2	358.41		

Board Approval Report

Paid Cnty Vendor				Total Payments	Total Amount
Premier Biotech Labs, LLC, 000015779				3	493.96
Svc Description	Svc Code	Payments	Amount		
Health-Related Services	118	3	493.96		
Richardson MD/Paul T, 000016136				2	3,045.00
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	2	3,045.00		
RSI, 000016246				1	119.39
Svc Description	Svc Code	Payments	Amount		
Semi-Independent Living Services (SILS)	534	1	119.39		
Stokes, Jessica, 000016761				2	8,077.50
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	2	8,077.50		
The Heritage of Hannah Neil, 000017011				1	18,600.00
Svc Description	Svc Code	Payments	Amount		
Children's Residential Treatment	483	1	18,600.00		
Timber Trails Public Transit, 000017159				2	58.75
Svc Description	Svc Code	Payments	Amount		
Transportation	416	2	58.75		
Volunteers Of America, 000017460				4	2,790.00
Svc Description	Svc Code	Payments	Amount		
Semi-Independent Living Services (SILS)	534	4	2,790.00		
Report Totals:				48	120,419.53

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

Signature

Title

Date

JANUARY 2023 BOARD REPORT			
Vendor Name	Amount		
Jen Anderson (CP Travel)	\$ 378.75		
Rhonda Bergstadt (Mental Health Travel)	\$ 215.63		
Cassie Dahlberg (Mental Health Travel)	\$ 66.25		
DHS	\$ 4,064.45		
DNA Diagnostic Center (Child Support)	\$ 54.00		
Katie Heacock (SS Admin Travel)	\$ 38.75		
Leah Hjort (CP Travel)	\$ 388.36		
Linda Hosley (Childrens Mental Health Travel)	\$ 442.50		
Innovative Office Solutions (Office Supplies)	\$ 806.25		
Isanti County Sheriffs Office (Child Support)	\$ 70.00		
Makayla Johnson (CP Travel)	\$ 121.25		
Kanabec County Attorney	\$ 5,807.70		
Kanabec County Aud Treasurer	\$ 13,755.07		
Kanabec County Aud Treasurer Car Pool Vehicle Lease Agreement	\$ 369.65		
Kanabec County Comm Health	\$ 6,995.45		
Kanabec County Sheriff Office (Child Support)	\$ 44.38		
Tamara Kelash (CP Travel)	\$ 135.63		
Patty Kruse (Admin Travel)	\$ 26.25		
Danielle Linkert (DD Travel)	\$ 53.13		
Ashlee Lovaas (DD Travel)	\$ 63.75		
Abby Malecha (Mental Health Travel)	\$ 197.50		
Marco Technologies LLC	\$ 867.83		
Metro Sales Inc	\$ 406.59		
Kelly Mitchell (DD Travel)	\$ 58.75		
MNCCC (IFS Gen Support, JIC -IFS Enh Fund and MNCCC Dues)	\$ 8,452.20		
MSSA (2023 Membership Dues)	\$ 1,437.00		
R & J Funeral Home Inc (GA Burial)	\$ 1,336.50		
Timber Trails	\$ 3,817.37		
Pam Vojvodich (SS Travel)	\$ 213.19		
Katie Vork (CP Travel)	\$ 208.13		
TOTAL IFS DOLLARS	\$ 50,892.26	31	Total IFS Vendors
TOTAL SSIS DOLLARS	\$ 120,419.53	22	Total SSIS Vendors
Total	\$ 171,311.79		
Cost Effective Health Insurance & Medicare Part B Reimbursements	\$ 15,734.80	50	Ins. Reimb.Vendors
MA Medical Mileage	\$ 2,455.53	11	Med Mileage Vendors
Grand Total	\$ 189,502.12		
		114	Total Vendors

9:45am Appointment

January 17, 2023

REQUEST FOR BOARD ACTION

a. Subject: Economic Development Authority Update	b. Origination: Economic Development Authority
c. Estimated time: 15 minutes	d. Presenter(s): Jim Hartshorn, EDA Executive Director

e. Board action requested:

Information only

f. Background:

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

10:00am Appointment

January 17, 2023

REQUEST FOR BOARD ACTION

a. Subject: Lakes & Pines Community Action Council Update	b. Origination: Board of Commissioners
c. Estimated time: 15-20 minutes	d. Presenter(s): Denise Stewart, CCAP Executive Director Lakes and Pines Community Action Council

e. Board action requested:

Information only

f. Background:

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

Lakes and Pines Community Action Council
Kanabec County Service Data Fiscal Year 2022

Energy Assistance

Energy Assistance: 688 households \$934,151.67 total primary heat benefit

Energy Crisis: 315 households \$308,734.88 total benefit

Water Program: 16 households \$8,478.00.00 total benefit

Energy Related Repair (Furnaces): 46 households \$147,766.33

Total of all benefits: **\$1,399,130.88**

Weatherization

Full Weatherization: 8 homes completed \$77,743.51 with an estimated \$10,561.74 for 1 additional home in progress.

Stand-Alone (Furnace or Hot Water Heater Replacement): 2 completed \$9,285.42 with an estimated \$2,983 for one additional home in progress

Conservation Improvement Program: 14 homes completed \$20,980.31

Total of all benefits: **\$121,553.98**

Head Start

19 families currently enrolled in Center-Based Head Start; 32 enrolled in PY22

20 families currently enrolled in Home-Based Head Start; PY 22 Enrolled: 19 Head Start and 2 Early Head Start

Housing Rehabilitation

2 homes complete

\$12,100 total investment

Community Services

Grocery Delivery: 25 households

Senior Chore Service: 3 households

Senior Respite Program: 4 households; 6 volunteers

MNSure Applications: 24 households

SNAP Applications: 32 households

SNAP Employment & Training: 8 households

Social Security Applications: 10 households

Volunteer Income Tax Assistance Program: 166 households

Emergency Housing

\$11,240.88 Family Homeless Prevention Assistance Program

\$3,510.00 Housing & Urban Development

\$12,011.88 Homeless Youth Act

\$1,040.00 Transitional Housing Program

\$27,256.82 Emergency Shelter Program

\$36,248.32 Housing Supports (GRH)

\$19,784.80 Housing & Urban Development, Domestic Violence

\$111,092.70 Total Emergency Housing benefit



Did You Know?

Lakes & Pines Community Action Council, Inc. was established in 1965 in response to the Economic Opportunity Act of 1964 and the call to eliminate poverty. We are part of a nationwide Community Action network, and are one of 24 Community Action agencies in the state of Minnesota.

We are funded mainly by state and federal funding directly delivered to area residents.

We employ roughly 116 people from all over the service area and provide approximately \$9 million of economic activity annually to the area in the form of payroll, vendor payments and direct assistance to clients (2018).

Updated 8/2022



Give Back!

Donate to what you value!

Volunteer your time, talents or resources, help us reach more people.

Visit our website:

www.lakesandpines.org or call 800.832.6082 to help with:

Volunteer Income Tax Preparation

Grocery Delivery Services

Energy Assistance Fuel Fund

Classroom Activities with Kids

Respite Services



Like Us on Facebook

www.facebook.com/lakesandpinescac

To Stay Updated on Events & Information

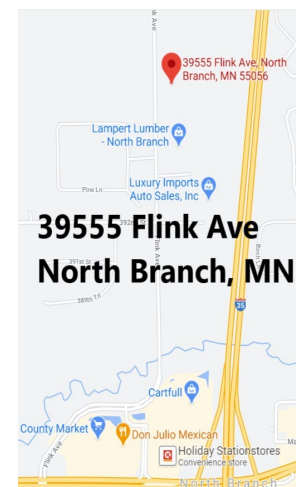
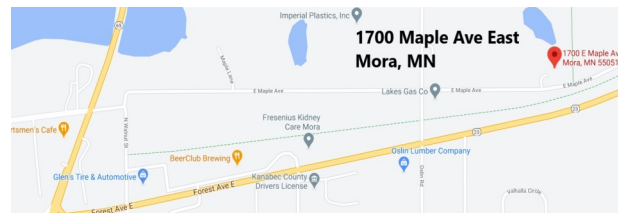


Offices Now Located at:

1700 Maple Avenue East
Mora, MN 55051

39555 Flink Avenue
North Branch, MN 55056

221 Elm Avenue
Moose Lake, MN 55767



320.679.1800 or 800.832.6082

lap@lakesandpines.org

www.lakesandpines.org

Fax: 320.679.4139

Mission: To build prosperous communities by serving local families and individuals in their pursuit of self-reliance.

Partnering to End Poverty

Serving the Counties of: Aitkin, Carlton, Chisago, Isanti, Kanabec, Mille Lacs & Pine
An Equal Opportunity Employer/Contractor
Special Accommodations Upon Request

Energy Assistance Program:

Helps to pay a portion of heating costs for low-income households. Can help people facing utility shut-off or disconnection and help homeowners with furnace repairs.

Call 800.832.6082 - Option #2

Weatherization Program:

Helps reduce energy costs for low-income households by providing and installing insulation, weather-stripping and caulking. Households must apply for Energy Assistance to be considered for Weatherization services.

Call 800.832.6082 - Option #2

Small Cities

Development Programs:

Helps small communities address area needs (i.e. housing repairs for low-income homeowners/renters) through a Community Development Block Grant.

This program can only be applied for by cities, townships or counties.
Call for details.

Housing Rehabilitation Loans - Helps low and moderate income homeowners make basic permanent repairs to their home (includes accessibility and emergency improvements).

Call 800.832.6082 - Option #2

Head Start:

Family Focused Early Childhood Program that promotes the school readiness of children from birth to age five from families with low-income by enhancing their cognitive, social and emotional development. Home based and center based options are available.

We also serve pregnant parents by providing prenatal and postpartum information, education and services. Head Start services are no cost.

We Rally Around Parents (WRAP):

No cost programs for caregivers which offers parental support and community resource connections, designed to help lead to self-sufficiency by building better relationships. Services currently available in Aitkin, Chisago and Pine Counties.

Call 800.832.6082 - Option #3

lap@lakesandpines.org

Senior Respite Program:

Senior care receivers enjoy a day outing to visit others and participate in activities while their caregivers take a break.

Friendly Calling - Regular calls to people 60 and older per their preferred frequency to connect, conduct a wellness check-in and/or provide service information.

Call 800.832.6082 - Option #4

Housing Programs:

Emergency Housing Assistance -

Helps households with low-income maintain housing while experiencing a crisis (job loss, injury, domestic violence, etc.). Can assist with mortgage, rent, deposits, utility and emergency shelter costs.

Homeless Youth Act - Helps homeless youth aged 16 - 24 with transitional housing search & placement, provides support services. Can assist with deposit, rent, utility deposit and certain basic needs.

Eviction Prevention - A navigator will work with customers and landlords to resolve differences, make referrals and help complete paperwork when necessary.

Housing Navigation - Navigators will help customers without housing or who are about to lose their housing identify options, provide resources, offer classes such as budgeting & complete assessments needed to be placed on housing lists.

Call 800.832.6082 - Option #4

Grocery Delivery Service:

Allows seniors, 65 and older, to stay in their home longer through staff and volunteers providing grocery ordering and delivery services. Funding provided in part by the MN Department of Human Services Live Well At Home.

Call 800.832.6082 - Option #4

Financial Programs:

Volunteer Income Tax Assistance -

Income tax preparation by volunteers for low-income families and individuals at no cost.

Financial Fitness - Interactive one-on-one or group sessions on budgeting, saving, debt-reduction and consumer protection.

SNAP Employment & Training -

Assists participants receiving SNAP Benefits to learn skills for a new or better paying job.

Family Assets for Independence in MN (FAIM) - Low-income households improve their financial fitness and can have savings matched \$3 to \$1 for purchasing a home or vehicle, furthering their education or starting a business.

Call 800.832.6082 - Option #4

www.lakesandpines.org

Application Assistance:

Social Security - Helps those with a long-term disability on state assistance or at-risk of homelessness apply for Social Security.

Food Support & Health Insurance -

Helps individuals applying for the Supplemental Nutrition Assistance Program (SNAP) and health insurance through MNsure.

Call 800.832.6082 - Option #4

January 17, 2023
10:20am Appointment Agenda of
Chad T. Gramentz, PE
Public Works Director

- | | |
|-----------------------------|-------------------------|
| 1. Vasaloppet Event | Resolution #1 (1-17-23) |
| 2. Carpet | Resolution #2 (1-17-23) |
| 3. Sponsor City Trail Grant | Resolution #3 (1-17-23) |
| 4. Zoning Retainer | Resolution #4 (1-17-23) |
| 5. Snowmobile Trail Permit | Resolution #5 (1-17-23) |

Resolution #1 (1-17-23)
Vasaloppet Event

WHEREAS Kanabec County has historically contributed to the annual Vasaloppet ski race event by permitting closure of Main Street in Mora and with event snow removal , and

WHEREAS event snow removal has been on an employee volunteer basis utilizing county equipment, and

WHEREAS Kanabec County wishes to continue participation in the annual Vasaloppet ski race event, and

THEREFORE BE IT RESOLVED to continue snow removal operations for the Vasaloppet event.

Resolution #2 (1-17-23)
Carpet Replacement

WHEREAS the following quotes were provided for carpet replacement in the Courthouse:

DKN Construction	\$79,991.00
Zimmermans	\$86,703.02

WHEREAS said quote was presented before the board, and

THEREFORE BE IT RESOLVED to accept the quote of \$79,991.00 by DKN Construction for carpet replacement in the courthouse.

Resolution #3 (1-17-23)
Sponsor City of Mora Wood Street Trail Grant

BE IT RESOLVED that Kanabec County agrees to act as sponsoring agency for the project identified as City of Mora Wood Street Trail seeking Federal Transportation Alternatives funding and has reviewed and approved the project as proposed. Sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules, and regulations.

BE IT FURTHER RESOLVED that the Public Works Director is hereby authorized to act as agent on behalf of this sponsoring agency.

Agreement to Maintain Facility

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

WHEREAS the Transportation Alternatives projects receive federal funding, and

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

Whereas Kanabec County is the sponsoring agency for the transportation alternatives project identified as City of Mora Wood Street Trail, and

THEREFORE BE IT RESOLVED that the sponsoring agency hereby agrees to assume full responsibility for the operation and maintenance of property and facilities related to the aforementioned transportation alternatives project.

Resolution #4 (1-17-23)
Retainer for Legal Services

WHEREAS Kanabec County wishes to continue to retain legal services for specialized land and environmental issues, and

WHEREAS Scott Anderson, of Rupp, Anderson, Squires and Waldspurger, P.A. has previously provided these services in a cost effective manner, and

WHEREAS a retainer fee of \$6,000, is proposed for 2023, and

THEREFORE BE IT RESOLVED to approve renewing a retainer with Scott Anderson of Rupp, Anderson , Squires and Waldspurger, P.A. for calendar year 2023 at a cost of \$6,000 paid from wetland funds and authorize the chairperson and Public Works Director to sign the agreement.

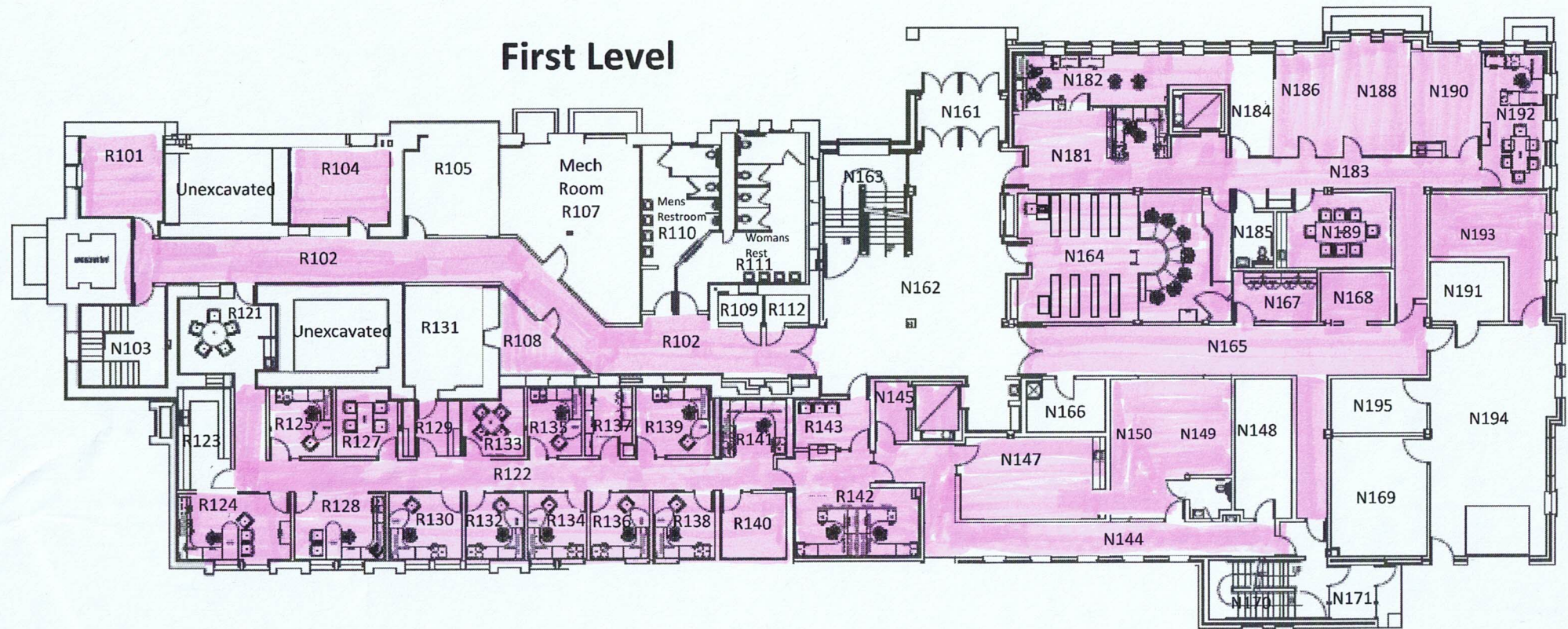
Resolution #5 (1-17-23)
Snowmobile Trail Permit

WHEREAS Kanabec County has requested a Limited Use Permit for the operation of snowmobile trail use in various Minnesota State Highway right-of-way, and

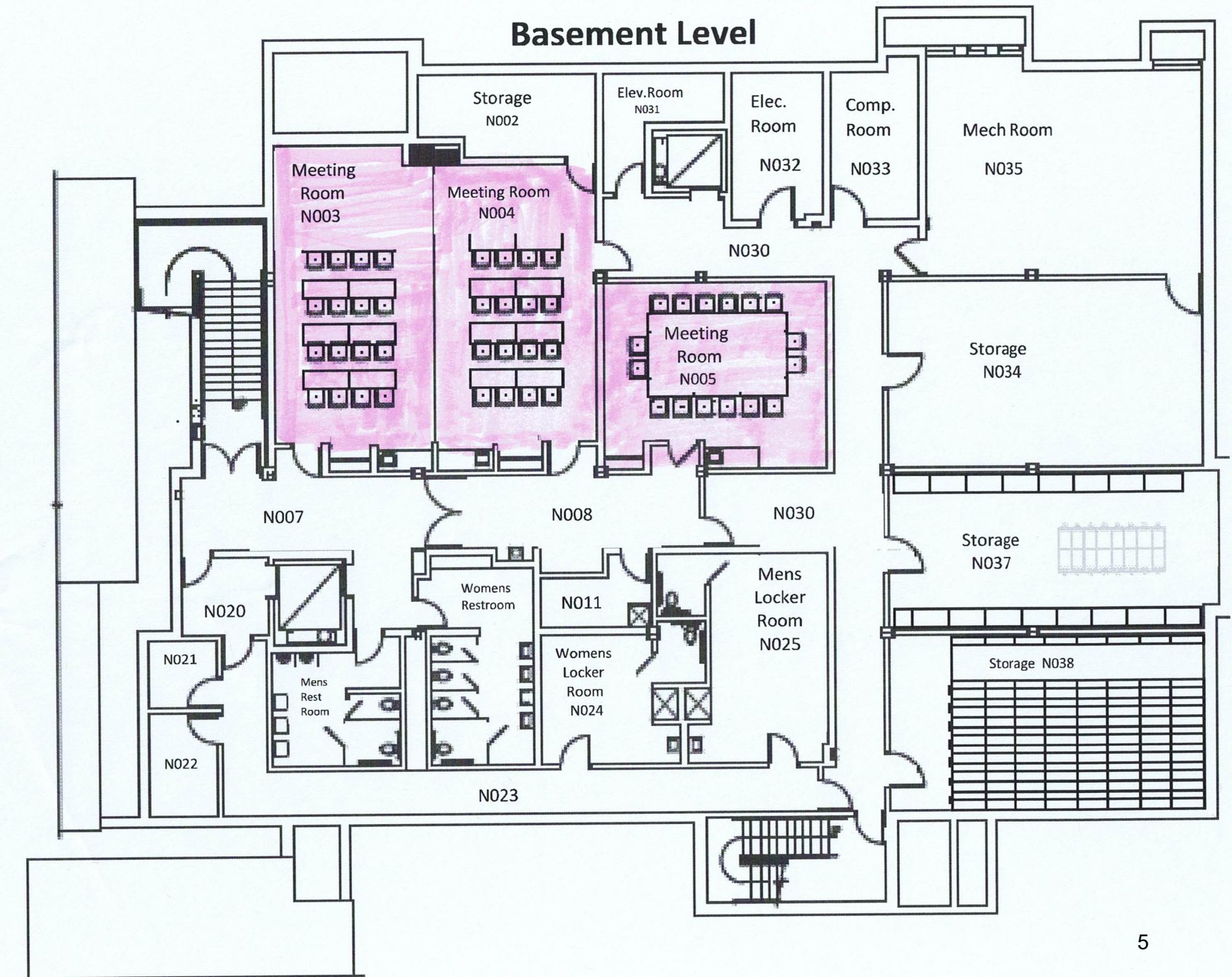
WHEREAS the Minnesota Department of Transportation has approved the proposal and will accommodate this public use through the Limited Use Permit, and

BE IT RESOLVED to approve Limited Use Permit No. 3300-0007 for the purpose of a two-way nighttime snowmobile trail within the right of way of Trunk Highways No. 107, 23, 47, 65, and 70.

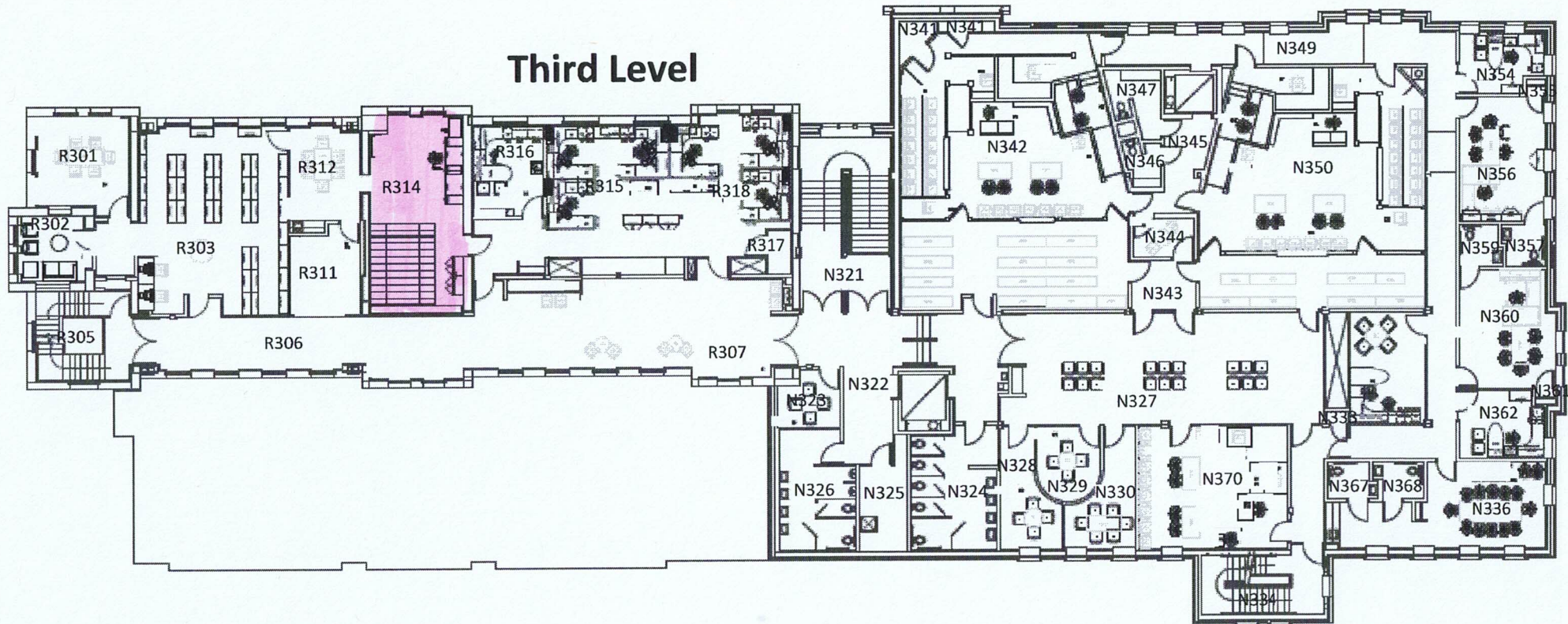
First Level

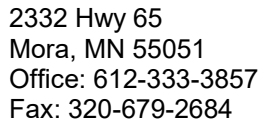


Basement Level



Third Level





Date	Estimate No.
10/4/2022	15996

Kanabec County Courthouse
Attn: Dave Mulvaney
18 N Vine Street Ste 181
Mora, MN 55051

Description	Total
Revised flooring quote specified areas	
DKN proposes to do work as follows:	
Carpet tile: EF Contract Line LN E56 Charcoal	77,922.00
Remove existing carpet- dispose off site	
Install carpet tile	
Floor prep (estimated)	
Supply and install vinyl base	
Sup-time / Coordination / OH&P	2,069.00
If is it not listed, it is not included	
No SAC or WAC permitting figured.	
All material pricing is subject to change on quotes as materials pricing and lead times are volatile.	
All computers and small misc to be moved prior to starting.	

Signature _____

Zimmermann's

48 Union Street N.
Mora, MN 55051

Invoice

Date	Invoice #
11/15/2022	2928

Bill To
Kanabec County Court House 18 North Vine Street Mora, MN 55051

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
12,618	SF of 24X24 Carpet Tile, SD Nylon with Matrix Fiberglass Backing. Top surface of the carpet tile is Loop yarns, not a Shear or Cut and Loop	3.48	43,910.64
12,618	Shipping and Delivery	0.16	2,018.88
	Mohawk Carpet Tile Adhesive., 4".080 Vinyl Base with Toe, Cove Base Adhesive, Ardex Feather Finish and Miscellaneous Supplies. We glue the cove base to the wall. We do not use wall tape.	5,897.50	5,897.50
Total			\$51,827.02
Payments/Credits			\$0.00
Balance Due			\$51,827.02

Thank-you!

320-679-4870

E-mail

judy@zimmermannsonline.com

Zimmermann's

48 Union Street N.
Mora, MN 55051

Invoice

Date	Invoice #
11/15/2022	2929

Bill To
Kanabec County Court House 18 North Vine Street Mora, MN 55051

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Labor for Moving Furniture out and in, Lifting Cubicles, Remove Broadloom Carpet and Wall Base, prep and scrape floors,for Installation of Carpet Tiles, 4" Vinyl Base and Disposal of all waste from job site.	34,876.00	34,876.00
	Storage Rooms separate for everything \$:2485.00 not in the total of the invoice	0.00	0.00
		Total	\$34,876.00
		Payments/Credits	\$0.00
		Balance Due	\$34,876.00

Thank-you!

320-679-4870

E-mail

judy@zimmermannsonline.com

RETAINER AGREEMENT FOR LEGAL SERVICES

This Agreement is entered between Kanabec County ("County"), and Rupp, Anderson, Squires, Waldspurger & Mace, P.A., attorneys at law ("Attorneys").

WHEREAS, the County desires professional legal services relating to land use and zoning issues; and

WHEREAS, the Attorneys provide services relating to land use to Counties, and have the skill and expertise necessary to perform the duties as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Scope of Services:** The Attorneys shall provide advice and consultation upon issues relating to zoning matters pursuant to an annual Retainer Agreement for the sum of \$6000.00. The primary attorney to render all such advice will be Liz J. Vieira. If Liz J. Vieira is not available, then Scott T. Anderson, Jay T. Squires, or if they are unavailable their delegates, shall render such advice.

For purposes of this Retainer Agreement, advice and consultation shall consist of telephone conversations, e-mail communications, and/or short letters on non-recurrent matters, but shall not include any research and/or drafting beyond the above that may be requested by the County, except as may be otherwise set forth in this Agreement. Any requested research and/or drafting will be billed at hourly rates set forth herein. The County and the Attorneys may conclude that a particular matter or issue will not be resolved through one or several telephone calls. If so, then upon agreement of the County and the Attorneys, the Attorneys will open a separate file for the matter and perform the work on hourly basis, to be billed at the hourly rates set forth herein.

The advice and consultation covered under this Agreement shall include the follow areas:

- A. Questions relating to the permitting process for all permits called for under the County's land use ordinances, as well as questions relating to rezoning;
- B. Questions pertaining to conducting hearing processes on land use requests including, but not limited to, any questions pertaining to the Open Meeting Law or Minnesota Government Data Practices Act, as they may pertain to such hearings;

- C. Questions pertaining to EAW's, EIS's, or any other environmental review;
- D. Questions pertaining to enforcement of land use ordinances; and
- E. Questions relating to ordinance and statutory interpretation.

It is the intent of the parties to this Agreement that the scope of this Retainer Agreement shall include short written letters confirming telephone advice and consultation, as deemed necessary by the County and/or the Attorneys, to the extent that such letters do not involve any additional research or other drafting.

- 2. Authorized Contact Persons: Those County personnel who will be authorized to contact the Attorneys for services included within this Agreement are the Planning and Zoning Administrator, the County Coordinator, the County Attorney, the County Board Chair, and/or their delegates.
- 3. Term: From January 1, 2023 through December 31, 2023.
- 4. Payment for Services: The Attorneys shall bill the County quarterly in equal installments for the amount due under the retainer. Payment is due thirty (30) days after the receipt of the bill. Each quarterly bill for retainer services will include within it a statement of costs and disbursements incurred during that quarterly period that are to be paid by the County under this Agreement.
- 5. Costs: In addition to the annual retainer amount, the County agrees to pay actual, necessary and reasonable costs and expenses incurred by the Attorneys in the performance of the services under this Agreement. Those costs include mileage at the I.R.S. rates; photocopying at 20 cents per page; facsimile at \$1.00 per page/\$5.00 maximum per transmission; and the actual costs of long distance phone calls and postage. If additional services are rendered under Paragraph 7 herein, the County also recognizes that it would be responsible for costs and disbursements incurred by the Attorneys, including, but not limited to, costs for messengers, court costs, arbitration, or mediation expenses, deposition expenses, and/or other trial or administrative hearing related expenses.
- 6. In-Service Training: The Attorneys will provide up to three hours of in-service training to County officials, officers, and/or staff. This in-service training will occur in one three-hour session, upon any subject relating to the area of land

use or, at the choice of the County, upon any other topic(s) mutually agreed to by the County and the Attorneys that are within the normal working areas of Rupp, Anderson, Squires, Waldspurger & Mace.

7. Services at Hourly Rates: Any special projects or services provided by the Attorneys that are outside the scope of services covered by the retainer will be provided at the hourly rates set forth below. Any services contracted at hourly rates will be billed on a monthly basis. Payment is due 30 days after the receipt of the bill. Invoices will be in the standard format of Rupp, Anderson, Squires & Waldspurger, and will indicate the amount of time spent on each legal issue, the attorney providing the service, the nature of the work done, and the exact amount of time spent.

Hourly Rates:

Scott T. Anderson	\$230.00/hour
Jay T. Squires	\$230.00/hour
Amy E. Mace	\$230.00/hour
Trevor S. Helmers	\$230.00/hour
John Edison	\$230.00/hour
Liz J. Vieira	\$230.00/hour
Kristin C. Nierengarten	\$230.00/hour
Zachary J. Cronen	\$230.00/hour
Tessa S. Wagner	\$220.00/hour
Michael J. Ervin	\$220.00/hour
Abbi R. Kelzer	\$220.00/hour
Marcus B. Jardine	\$220.00/hour
Jessica M. Anderson	\$220.00/hour
Victoria M. Hansen	\$220.00/hour
Will M. Seiler	\$220.00/hour
Dalia N. Istephanous	\$220.00/hour

COUNTY OF KANABEC

**RUPP, ANDERSON, SQUIRES,
WALDSPURGER & MACE, P.A.**

By: _____

By: Scott T. Anderson
Scott T. Anderson

Its: _____

333 South Seventh St., Suite 2800
Minneapolis, MN 55402

Date: _____

Date: December 20, 2022

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

LIMITED USE PERMIT

C.S. 3300
C.S. 3302 (T.H. 23)
C.S. 3303 (T.H. 47)
C.S. 3306 (T.H. 70)
C.S. 3311 (T.H. 107)
C.S. 3304 (T.H. 47)
C.S. 3301 (T.H. 23)
C.S. 3308 (T.H. 65)
C.S. 3309 (T.H. 27)
C.S. 3307 (T.H. 65)
County of Kanabec
LUP # 3300-0007
Permittee: County of Kanabec
Expiration Date: 12/31/2032

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to County of Kanabec, ("Permittee"), to use the area within the right of way of Trunk Highway No. 23, 27, 107, 47, 70, 65 as shown in red on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

Snowmobile Trail - Nighttime, Two Way Use

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a snowmobile trail ("Facility")...Nighttime two-way use is authorized in the opinion of the Minnesota Department of Transportation District Traffic Engineer, DNR Enforcement Office and District State Patrol Office. It has been deemed safer to use only one side of the road for two way snowmobile traffic. This decision averts the need for trail users driving in the opposite direction to cross the road twice to avoid oncoming snowmobile trail traffic. This LUP is unique to other trail permits. The definition and operation of snowmobiles shall be in accordance with Minnesota Statutes §84.81 and §84.87. Approved signs must be in accordance with Minnesota Rules for the Department of Natural Resources §6100.5300 and §6102.0060 and also in accordance with "Minnesota Snowmobile Safety, Laws, Rules and Regulations".

The permittee agrees that this permit totally replaces and supersedes the previously issued Limited Use Permits affecting the Area, specifically: The first permit, #3300-0002, was issued on January 9, 2013. Upon issuance of this permit each of these earlier issued permits are cancelled.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. TERM. This LUP terminates at 11:59PM on 12/31/2032 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. REMOVAL. Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:
 - (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
 - (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. **CONSTRUCTION.** The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. **MAINTENANCE.** Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
5. **USE.** Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. **APPLICABLE LAWS.** This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. **CIVIL RIGHTS.** The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
8. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
9. **ASSIGNMENT.** No assignment of this LUP is allowed.
10. **IN WRITING.** Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
11. **ENVIRONMENTAL.** The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the

spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.

12. MECHANIC'S LIENS. The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.
13. NOTICES. All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

Auditor/Treasurer
Kanabec County Courthouse
18 N. Vine St.
Mora, MN 55051

and to MnDOT at:

State of Minnesota
Department of Transportation
District 3 Right of Way
7694 Industrial Park Rd.
Baxter, MN 56425-8096

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. INDEMNITY. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and any successors and assigns of the foregoing, from and against:
 - (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damages to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, except when such injury, death, loss or damage is caused solely by the negligence of State of Minnesota, but including those instances where the State of Minnesota is deemed to be negligent because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person;
 - (b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;

(c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;

(d) any laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and

(e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

MINNESOTA DEPARTMENT

OF TRANSPORTATION

RECOMMENDED FOR APPROVAL

By: _____
District Engineer

Date _____

COUNTY OF KANABEC

By _____
Its Chairman of the County Board

And _____
Its Auditor in his capacity as
Clerk of the County Board

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: _____
Director, Office of Land Management

Date _____

The Commissioner of Transportation
by the execution of this permit
certifies that this permit is
necessary in the public interest
and that the use intended is for
public purposes.

Agenda Item #1

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of the County Coordinator

UNAPPROVED MINUTES

January 3, 2023

The Kanabec County Board of Commissioners met at 9:00am on Tuesday, January 3, 2023 pursuant to adjournment with the following Board Members present: Tom Roeschlein, Rick Mattson, Wendy Caswell, Alison Holland and Peter Ripka. Others Present: Board Clerk Kris McNally, County Attorney Barbara McFadden, and Recording Secretary Kelsey Schiferli.

The Organizational Meeting was called to order by the Board Clerk.

The Board Clerk led the assembly in the Pledge of Allegiance.

The Honorable Judge Stoney Hiljus administered an Oath of Office to the following elected officials: Commissioner Tom Roeschlein, Commissioner Wendy Caswell, Commissioner Peter Ripka, County Attorney Barbara McFadden, County Sheriff Brian Smith and County Auditor/Treasurer Denise Snyder.

Nominations for Board Chairperson for 2023 were called for.

Action #1 – Tom Roeschlein nominated Rick Mattson for Chairperson. The nomination was seconded by Peter Ripka.

The Board Clerk called for nominations for Chairperson three times with no further nominations.

Upon a vote being held on the nomination for Rick Mattson to be elected Chairperson, the following voted:

IN FAVOR THEREOF: Tom Roeschlein, Wendy Caswell, Alison Holland, Peter Ripka

OPPOSED: None

ABSTAIN: Rick Mattson

Commissioner Mattson was declared Board Chairperson for 2023. The gavel was handed over to Chairperson Mattson.

Nominations for Board Vice-Chairperson for 2023 were called for.

Action #2 – Tom Roeschlein nominated Alison Holland for Vice-Chairperson. The nomination was seconded by Peter Ripka.

The Chairperson called for nominations for Vice-Chairperson three times with no further nominations.

Upon a vote being held on the nomination for Alison Holland to be elected Vice-Chairperson, the following voted:

IN FAVOR THEREOF: Tom Roeschlein, Rick Mattson, Wendy Caswell, Peter Ripka

OPPOSED: None

ABSTAIN: Alison Holland

Commissioner Holland was declared Vice-Chairperson for 2023.

Action #3 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to approve the agenda with the following changes: Add Agenda Item #8b, Prosecution Contract with the City of Ogilvie. Add Agenda Item #8c, Prosecution Contract with the City of Braham. Remove Agenda Item #4, Resolution to Approve 2023 Bargaining Agreement and Memorandum of Understanding with Local 49.

Action #4 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #4 – 1/3/22

Regular Meeting Dates

BE IT HEREBY RESOLVED by the Kanabec County Board of Commissioners that from and after January 3, 2023, regular meetings of the Kanabec County Board of Commissioners shall be held in the Boardroom #164 of County Courthouse in the City of Mora, Minnesota on the first and third Tuesday of each month with the exception of the first meeting in December;

BE IT FURTHER RESOLVED that the first meeting of December shall be held on Thursday, December 7th and shall commence at 5:00pm and end by 9:30pm except that the Chairperson may extend the meeting to 9:45pm to conclude business, and

BE IT FURTHER RESOLVED that all other regular meetings, with the exception of the December 7th meeting, shall commence at 9:00am, and

BE IT FURTHER RESOLVED that the Board of Appeals and Equalization and the Truth in Taxation Hearing shall be scheduled separately from the regular County Board Meetings, and

BE IT FURTHER RESOLVED, that if any such regularly scheduled meeting of the County Board falls on a legal holiday pursuant to Section 645.44, Sub.d.5, Minnesota Statutes,

the regular meeting of the County Board shall be held on the day following such legal holiday, and

BE IT FURTHER RESOLVED, Special Meetings may be called by posting notice of the meeting on the county's principal bulletin board and with 72 hours-notice to each person who has filed a written request for such meetings, and

BE IT FURTHER RESOLVED, Emergency Meetings may be called when circumstances require immediate consideration by the board; in such case, a good faith effort will be made to contact the media and to each person who has filed a written request for such meetings.

Action #5 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #5 - 1/3/23
Board of Appeals & Equalization

BE IT RESOLVED to set the date for the County Board of Appeals and Equalization Meeting to be Wednesday, June 21st with a start time of 6:30PM in Boardroom #164 in the Kanabec County Courthouse at 317 Maple Avenue East, Mora, MN 55051.

BE IT FURTHER RESOLVED to offer appointments until 7:00pm to meet statutory requirements pursuant to Minnesota Statutes Section 274.14.

Action #6 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #6 - 1/3/23
Truth-in-Taxation Meeting

BE IT RESOLVED to set the date for the Truth-in-Taxation Meeting to be Thursday December 7th at 6:00PM in Boardroom #164 in the Kanabec County Courthouse at 317 Maple Avenue East, Mora, MN 55051.

County Coordinator Kris McNally led a discussion regarding consideration to move the appointment time for public comment to the beginning of the regular meetings and setting a time limit for each speaker.

Action #7 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to change the time of Public Comment from 10:30am to 9:02am.

Action #8 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to appoint two Commissioners to prepare recommended policies for time limits and other parameters for public comment and bring them back to the Board for consideration.

The Board expressed consensus for Peter Ripka and Rick Mattson to work with the Coordinator to prepare recommended policies and parameters for public comment.

Action #9 – It was moved by Peter Ripka, seconded by Tom Roeschlein and carried unanimously to approve a consent agenda including all of the following actions:

Resolution #9a - 1/3/23

Family Service Board Meetings

BE IT HEREBY RESOLVED by the Kanabec County Board of Commissioners that from and after January 3, 2023, regular meetings of the Kanabec County Family Service Board shall be held in the County Courthouse in the City of Mora, Minnesota on the third Tuesday of each month.

BE IT FURTHER RESOLVED that the meetings shall be held commencing at approximately 9:20am, and

BE IT FURTHER RESOLVED, that if any such regularly scheduled meeting of the Family Service Board falls on a legal holiday pursuant to Section 645.44, Sub.d.5, Minnesota Statutes, the regular meeting of the County Board shall be held on the day following such legal holiday, and

BE IT FURTHER RESOLVED, Special Meetings may be called by posting notice of the meeting on the county's principal bulletin board and with 72 hours-notice to each person who has filed a written request for such meetings, and

BE IT FURTHER RESOLVED, Emergency Meetings may be called when circumstances require immediate consideration by the board; in such case, a good faith effort will be made to contact the media and to each person who has filed a written request for such meetings.

Resolution #9b - 1/3/23

Community Health Board Meetings

BE IT HEREBY RESOLVED by the Kanabec County Board of Commissioners that from and after January 3, 2023, regular meetings of the Kanabec County Community Health Board shall be held in the County Courthouse in the City of Mora, Minnesota on the first Tuesday of each month with the exception of the first meeting in December;

BE IT FURTHER RESOLVED that the first meeting of December shall be held on Thursday, December 7th and shall commence at 5:20pm, and

BE IT FURTHER RESOLVED that the meetings, with the exception of the December 7th meeting, shall be held commencing at approximately 9:20am, and

BE IT FURTHER RESOLVED, that if any such regularly scheduled meeting of the Community Health Board falls on a legal holiday pursuant to Section 645.44, Sub.d.5, Minnesota Statutes, the regular meeting of the County Board shall be held on the day following such legal holiday, and

BE IT FURTHER RESOLVED, Special Meetings may be called by posting notice of the meeting on the county's principal bulletin board and with 72 hours-notice to each person who has filed a written request for such meetings, and

BE IT FURTHER RESOLVED, Emergency Meetings may be called when circumstances require immediate consideration by the board; in such case, a good faith effort will be made to contact the media and to each person who has filed a written request for such meetings.

Action #10 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #10 – 1/3/23

BE IT RESOLVED to appoint the following AMC Committee Delegates for 2023:

Environment & Natural Resources Policy Committee	Teresa Wickeham
General Government Policy Committee	Kris McNally
Health & Human Services Policy Committee	Kathy Burski
Public Safety Policy Committee	Brian Smith
Transportation & Infrastructure Policy Committee	Chad Gramentz

BE IT FURTHER RESOLVED to appoint the following AMC Voting Delegates for 2023:

- | | |
|-------------------|---------------------|
| 1. Peter Ripka | 5. Tom Roeschlein |
| 2. Alison Holland | 6. Kris McNally |
| 3. Wendy Caswell | 7. Barbara McFadden |
| 4. Rick Mattson | 8. Kathy Burski |

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

Resolution #11 - 1/3/23

BE IT RESOLVED to re-appoint Fred Sawatzky to the Board of Adjustment for a three year term commencing immediately and expiring January 6, 2026.

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

Resolution #12 - 1/3/23

BE IT RESOLVED to re-appoint Rhonda Olson to the East Central Regional Library for a three year term commencing immediately and expiring January 6, 2026.

Action #13 – It was moved by Peter Ripka, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #13 - 1/3/23

BE IT RESOLVED to re-appoint Lonnie Ness to the Economic Development Authority for a six year term commencing immediately and expiring January 2, 2029.

BE IT FURHTER RESOLVED to re-appoint Jerry Tvedt to the Economic Development Authority for a six year term commencing immediately and expiring January 2, 2029.

BE IT FURTHER RESOLVED to re-appoint Wayne Davis to the Economic Development Authority for a six year term commencing immediately and expiring January 2, 2029.

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

Resolution #14 - 1/3/23

BE IT RESOLVED to re-appoint Jennifer Ernest to the Extension Committee for a three year term commencing immediately and expiring January 6, 2026.

BE IT FURTHER RESOLVED to re-appoint Kelsey Schiferli to the Extension Committee for a three year term commencing immediately and expiring January 6, 2026.

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

Resolution #15 - 1/3/23

BE IT RESOLVED to re-appoint Tammy Owens to the Insurance Committee for a three year term commencing immediately and expiring January 6, 2026.

BE IT FURTHER RESOLVED to re-appoint Justin Frisch to the Insurance Committee for a three year term commencing immediately and expiring January 6, 2026.

BE IT FURTHER RESOLVED to re-appoint Marie Sward as an alternate to the Insurance Committee for a three year term commencing immediately and expiring January 6, 2026.

BE IT FURTHER RESOLVED to appoint Jayke Kleszyk as an alternate to the Insurance Committee for a three year term commencing immediately and expiring January 6, 2026.

BE IT FURTHER RESOLVED to re-appoint Jennifer Anderson as an alternate to the Insurance Committee for a three year term commencing immediately and expiring January 6, 2026.

BE IT FURTHER RESOLVED to re-appoint Lisa Blowers as an alternate to the Insurance Committee for a three year term commencing immediately and expiring January 6, 2026.

Action #16 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #16 - 1/3/23

BE IT RESOLVED to re-appoint Rhonda Olson to the Planning Commission for a three year term commencing immediately and expiring January 6, 2026.

BE IT FURTHER RESOLVED to re-appoint Wayne Zaudtke to the Planning Commission for a three year term commencing immediately and expiring January 6, 2026.

Action #17 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #17 - 1/3/23

BE IT RESOLVED to re-appoint Chris Bergwick to the Safety Committee for a three year term commencing immediately and expiring January 6, 2026.

BE IT FURTHER RESOLVED to re-appoint Lisa Holcomb to the Safety Committee for a three year term commencing immediately and expiring January 6, 2026.

BE IT FURTHER RESOLVED to re-appoint Nate Westling to the Safety Committee for a three year term commencing immediately and expiring January 6, 2026.

Action #18 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #18 - 1/3/23

BE IT RESOLVED to re-appoint Jon Sanford to the Water Plan Committee for a three

year term commencing immediately and expiring January 6, 2026.

Action #19 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #19 - 1/3/23

BE IT RESOLVED to appoint Chairperson Rick Mattson to the American Rescue Plan Act (ARPA) Committee.

Action #20 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #20 - 1/3/23

BE IT RESOLVED to appoint Commissioner Peter Ripka to the Aquatic Invasive Species (AIS) Committee.

Action #21 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #21 - 1/3/23

BE IT RESOLVED to appoint Commissioner Peter Ripka to the Central Minnesota Council on Aging for a three year term commencing immediately and expiring January 6, 2026.

Action #22 – It was moved by Peter Ripka, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #22 - 1/3/23

BE IT RESOLVED to appoint Commissioner Alison Holland as the alternate to the Central Minnesota Council on Aging for a three year term commencing immediately and expiring January 6, 2026.

Action #23 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #23 - 1/3/23

BE IT RESOLVED to appoint Commissioner Wendy Caswell to the Central Minnesota Jobs and Training Joint Powers Board for a three year term commencing immediately and expiring January 6, 2026.

Action #24 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried

unanimously to approve the following resolution:

Resolution #24 - 1/3/23

BE IT RESOLVED to appoint Commissioner Alison Holland to the City of Mora EDA for a 6 year term commencing immediately and ending January 2, 2029.

Action #25 –Peter Ripka introduced the following resolution and moved its adoption:

Resolution #25 - 1/3/23

BE IT RESOLVED to appoint Commissioner Rick Mattson to represent the Commissioners at the Department Head Meetings;

BE IT FURTHER RESOLVED to additionally appoint Commissioner Tom Roeschlein to attend the Department Head Meetings;

The motion for the adoption of the foregoing resolution was duly seconded by Alison Holland. After discussion, no vote was taken.

Action #26 – Peter Ripka rescinded his motion to adopt Resolution #25 – 1/3/23.

Action #27 – It was moved by Peter Ripka, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #27 - 1/3/23

BE IT RESOLVED to appoint Commissioner Rick Mattson to represent the Commissioners at the Department Head Meetings;

BE IT FURTHER RESOLVED that Commissioners Tom Roeschlein, Wendy Caswell, Alison Holland and Peter Ripka will respectively have the opportunity to attend Department Head Meetings on a rotating basis.

Action #28 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to approve the following resolution:

Resolution #28 – 1/3/23

Ditch Inspector Appointment

WHEREAS the term of office for Ditch Inspector expires January 3, 2023;

BE IT RESOLVED to re-appoint Chad Gramentz as the Ditch Inspector for a three year term commencing immediately and expiring January 6, 2026.

Action #29 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #29 – 1/3/23

BE IT RESOLVED to appoint Commissioner Peter Ripka to the Drainage Authority Board.

BE IT FURTHER RESOLVED to appoint Commissioner Wendy Caswell to the Drainage Authority Board.

BE IT FURTHER RESOLVED to appoint Commissioner Tom Roeschlein to the Drainage Authority Board.

Action #30 – It was moved by Peter Ripka, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #30 – 1/3/23

BE IT RESOLVED to appoint Commissioner Alison Holland to the Driver's License Project Committee commencing immediately and expiring upon completion of the project.

BE IT FURTHER RESOLVED to appoint Commissioner Tom Roeschlein to the Driver's License Project Committee commencing immediately and expiring upon completion of the project.

Action #31 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #31 – 1/3/23

BE IT RESOLVED to appoint Commissioner Tom Roeschlein to the E-911 Committee for a three year term commencing immediately and expiring January 6, 2026.

BE IT FURTHER RESOLVED to appoint Commissioner Peter Ripka as the alternate to the E-911 Committee for a three year term commencing immediately and expiring January 6, 2026.

Action #32 – Tom Roeschlein introduced the following resolution and moved its adoption:

Resolution #32 - 1/3/23

BE IT RESOLVED to appoint Commissioner Alison Holland to the East Central

Regional Development Commission (ECRDC) for a three year term commencing immediately and expiring January 6, 2026.

The motion for the adoption of the foregoing resolution was duly seconded by Peter Ripka. After discussion, no vote was taken.

Action #33 – Tom Roeschlein rescinded his motion to adopt Resolution #32 – 1/3/23.

Action #34 – It was moved by Tom Roeschlein, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #34 - 1/3/23

BE IT RESOLVED to appoint Commissioner Peter Ripka to the East Central Regional Development Commission (ECRDC) for a three year term commencing immediately and expiring January 6, 2026.

Action #35 – It was moved by Peter Ripka, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #35 – 1/3/23

BE IT RESOLVED to appoint Commissioner Alison Holland to the East Central Solid Waste Commission for a three year term commencing immediately and expiring January 6, 2026.

BE IT FURTHER RESOLVED to appoint Commissioner Tom Roeschlein as the alternate to the East Central Solid Waste Commission for a three year term commencing immediately and expiring January 6, 2026.

Action #36 – It was moved by Tom Roeschlein, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #36 – 1/3/23

BE IT RESOLVED to appoint Commissioner Peter Ripka to the Kanabec County Economic Development Authority for a three year term commencing immediately and expiring January 6, 2026.

Action #37 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #37 – 1/3/23

BE IT RESOLVED to appoint Commissioner Wendy Caswell to the Emergency Medical Service Board for a three year term commencing immediately and expiring January 6, 2026.

BE IT FURTHER RESOLVED to appoint Commissioner Tom Roeschlein as the alternate to the Emergency Medical Service Board for a three year term commencing immediately and expiring January 6, 2026.

Action #38 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #38 – 1/3/23

BE IT RESOLVED to appoint Commissioner Peter Ripka to the Extension Committee for a three year term commencing immediately and expiring January 6, 2026.

Action #39 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #39 – 1/3/23

BE IT RESOLVED to appoint Commissioner Wendy Caswell to the Health and Human Services Advisory Committee for a two year term commencing immediately and expiring January 7, 2025.

Action #40 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #40 – 1/3/23

BE IT RESOLVED to appoint Commissioner Alison Holland to the Highway 23 Coalition for a three year term commencing immediately and expiring January 6, 2026.

BE IT FURTHER RESOLVED to appoint EDA Director Jim Hartshorn as the alternate to the Highway 23 Coalition for a three year term commencing immediately and expiring January 6, 2026.

Action #41 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #41 – 1/3/23

BE IT RESOLVED to appoint Commissioner Wendy Caswell to the Hospital Board for a three year term commencing immediately and expiring January 6, 2026.

Action #42 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to approve the following resolution:

Resolution #42 – 1/3/23

BE IT RESOLVED to appoint Commissioner Peter Ripka to the Housing Redevelopment Authority (HRA) Board for a one term commencing immediately and expiring January 2, 2024.

BE IT FURTHER RESOLVED to appoint Commissioner Alison Holland to the Housing Redevelopment Authority (HRA) Board for a one year term commencing immediately and expiring January 2, 2024.

BE IT FURTHER RESOLVED to appoint Commissioner Wendy Caswell to the Housing Redevelopment Authority (HRA) Board for a one year term commencing immediately and expiring January 2, 2024.

BE IT FURTHER RESOLVED to appoint Commissioner Rick Mattson to the Housing Redevelopment Authority (HRA) Board for a one year term commencing immediately and expiring January 2, 2024.

BE IT FURTHER RESOLVED to appoint Commissioner Tom Roeschlein to the Housing Redevelopment Authority (HRA) Board for a one year term commencing immediately and expiring January 2, 2024.

Action #43 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #43 – 1/3/23

BE IT RESOLVED to appoint Commissioner Rick Mattson to the Insurance Committee for a three year term commencing immediately and expiring January 6, 2026.

BE IT FURTHER RESOLVED to appoint Commissioner Tom Roeschlein as an alternate to the Insurance Committee for a three year term commencing immediately and expiring January 6, 2026.

Action #44 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #44 – 1/3/23

BE IT RESOLVED to appoint Commissioner Wendy Caswell to the Juvenile Detention Center Advisory Board for a three year term commencing immediately and expiring January 6, 2026.

Action #45 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #45 – 1/3/23

BE IT RESOLVED to appoint Commissioner Peter Ripka to the Lakes & Pines Community Action Council Board for a three year term commencing immediately and expiring January 6, 2026.

Action #46 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #46 – 1/3/23

BE IT RESOLVED to appoint Commissioner Alison Holland to the Law Library Board for a three year term commencing immediately and expiring January 6, 2026.

Action #47 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #47 – 1/3/23

BE IT RESOLVED to appoint Commissioner Alison Holland to the North TH 65 Corridor Coalition for a three year term commencing immediately and expiring January 6, 2026.

BE IT FURTHER RESOLVED to appoint EDA Director Jim Hartshorn as the alternate to the North TH 65 Corridor Coalition for a three year term commencing immediately and expiring January 6, 2026.

Action #48 – It was moved by Peter Ripka, seconded by Alison Holland and carried unanimously to approve the following resolution:

Resolution #48 – 1/3/23

BE IT RESOLVED to appoint Commissioner Wendy Caswell to the Opioid Settlement Committee.

Action #49 – It was moved by Peter Ripka, seconded by Tom Roeschlein and carried

unanimously to approve the following resolution:

Resolution #49 – 1/3/23

BE IT RESOLVED to appoint Chairperson Rick Mattson to Personnel Committee;

BE IT FURTHER RESOLVED to appoint Vice Chair Alison Holland to the Personnel Committee.

Action #50 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #50 – 1/3/23

BE IT RESOLVED to appoint Commissioner Tom Roeschlein to the Planning Commission for a three year term commencing immediately and expiring January 6, 2026.

Action #51 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #51 – 1/3/23

BE IT RESOLVED to appoint Commissioner Tom Roeschlein to the Public Works Committee.

BE IT FURTHER RESOLVED to appoint Commissioner Peter Ripka to the Public Works Committee.

Action #52 – It was moved by Tom Roeschlein, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #52 – 1/3/23

BE IT RESOLVED to appoint Commissioner Peter Ripka to the Railroad Authority Board for a three term commencing immediately and expiring January 6, 2026.

BE IT FURTHER RESOLVED to appoint Commissioner Alison Holland to the Railroad Authority Board for a three term commencing immediately and expiring January 6, 2026.

BE IT FURTHER RESOLVED to appoint Commissioner Wendy Caswell to the Railroad Authority Board for a three term commencing immediately and expiring January 6, 2026.

BE IT FURTHER RESOLVED to appoint Commissioner Rick Mattson to the Housing Railroad Authority Board for a three term commencing immediately and expiring January 6, 2026.

BE IT FURTHER RESOLVED to appoint Commissioner Tom Roeschlein to the Railroad Authority Board for a three term commencing immediately and expiring January 6, 2026.

Action #53 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to approve the following resolution:

Resolution #53 – 1/3/23

BE IT RESOLVED to appoint Commissioner Wendy Caswell to the Regional Radio Board for a three year term commencing immediately and expiring January 6, 2026.

Action #54 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #54 – 1/3/23

BE IT RESOLVED to appoint Commissioner Peter Ripka to the Snake River Watershed Management Board for a one year term commencing immediately and expiring January 2, 2024.

Action #55 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #55 – 1/3/23

BE IT RESOLVED to appoint Commissioner Peter Ripka to the Snake River One Watershed, One Plan for a three year term commencing immediately and expiring January 6, 2026.

Action #56 – It was moved by Peter Ripka, seconded by Alison Holland and carried unanimously to approve the following resolution:

Resolution #56 – 1/3/23

BE IT RESOLVED to appoint Commissioner Wendy Caswell to the Southern Minnesota County Based Purchasing (South Country Health Alliance) for a three year term commencing immediately and expiring January 6, 2026.

BE IT FURTHER RESOLVED to appoint Commissioner Tom Roeschlein as an alternate to the Southern Minnesota County Based Purchasing (South Country Health Alliance) for a three year term commencing immediately and expiring January 6, 2026.

Action #57 – It was moved by Peter Ripka, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #57 – 1/3/23

BE IT RESOLVED to appoint Commissioner Wendy Caswell to the Substance Abuse Coalition for a three year term commencing immediately and expiring January 6, 2026.

Action #58 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #58 – 1/3/23

BE IT RESOLVED to appoint Commissioner Tom Roeschlein to the Timber Trails Advisory Board for a three year term commencing immediately and expiring January 6, 2026.

Action #59 – Tom Roeschlein introduced a motion to maintain the structure of the Commissioner assignments of the Union Negotiation Committees, and assign newly elected Commissioners to the respective Union Negotiation Committees previously represented by the former Commissioner of their district.

Action #60 – Tom Roeschlein rescinded his motion in Action #59 – 1/3/23.

Action #61 – Alison Holland introduced the following resolution and moved its adoption:

Resolution #61a – 1/3/23

BE IT RESOLVED to appoint Commissioner Rick Mattson to the LELS Local 107 Union Negotiation Committee commencing immediately and expiring January 2, 2024.

BE IT FURTHER RESOLVED to appoint Commissioner Rick Mattson to the LELS Local 106 Union Negotiation Committee commencing immediately and expiring January 2, 2024.

BE IT FURTHER RESOLVED to appoint Commissioner Rick Mattson to the Teamsters Local 320 Union Negotiation Committee commencing immediately and expiring January 2, 2024.

BE IT FURTHER RESOLVED to appoint Commissioner Rick Mattson to the Operating Engineers Local 49 Union Negotiation Committee commencing immediately and expiring January 2, 2024.

BE IT FURTHER RESOLVED to appoint Commissioner Rick Mattson to the Laborers Local 363 Union Negotiation Committee commencing immediately and expiring January 2, 2024.

Resolution #61b – 1/3/23

BE IT RESOLVED to appoint Commissioner Peter Ripka to the LELS Local 107 Union Negotiation Committee commencing immediately and expiring January 2, 2024.

BE IT FURTHER RESOLVED to appoint Commissioner Peter Ripka to the LELS Local 106 Union Negotiation Committee commencing immediately and expiring January 2, 2024.

BE IT FURTHER RESOLVED to appoint Commissioner Peter Ripka to the Teamsters Local 320 Union Negotiation Committee commencing immediately and expiring January 2, 2024.

BE IT FURTHER RESOLVED to appoint Commissioner Peter Ripka to the Operating Engineers Local 49 Union Negotiation Committee commencing immediately and expiring January 2, 2024.

BE IT FURTHER RESOLVED to appoint Commissioner Peter Ripka to the Laborers Local 363 Union Negotiation Committee commencing immediately and expiring January 2, 2024.

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

IN FAVOR THEREOF: Rick Mattson, Wendy Caswell, Alison Holland, Peter Ripka

OPPOSED: Tom Roeschlein

ABSTAIN: None

whereupon the resolution was declared duly passed and adopted.

Action #62 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #62 – 1/3/23

BE IT RESOLVED to appoint Commissioner Tom Roeschlein to the Water Plan Committee for a three year term commencing immediately and expiring January 6, 2026.

Action #63 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #63 - 1/3/23

Official Newspaper

BE IT RESOLVED by the Kanabec County Board of Commissioners that the offer submitted by the Kanabec County Times for all legal publications during the year 2023 is hereby accepted, and

BE IT FURTHER RESOLVED that the Kanabec County Times is hereby designated as the official newspaper for the publication of the official proceedings and public notices and that the Kanabec County Times is hereby designated as the official newspaper for the publication of the 2022 Financial Statement, and

BE IT FURTHER RESOLVED that the Kanabec County Times is hereby designated as the official newspaper for the newspaper in which the notice and list of Real Estate Taxes remaining delinquent on the first Monday in January, 2023, shall be published.

BE IT FURTHER RESOLVED that a condition of this resolution is that the Kanabec County Times agree to post all the notices on its Web site at no additional cost pursuant to Minnesota Statute 331A.02, Subd 5 and that the notice must remain on the Web site during the notice's full publication period.

Action #64 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #64 – 1/3/23

WHEREAS Minnesota Statutes require counties to establish the **minimum** salaries that will be paid to certain elected officials within the county, and

WHEREAS said minimum salaries must be set at the January meeting in the year that individuals may file for elected offices within the county;

BE IT RESOLVED by the Kanabec County Board of Commissioners, that the minimum annual salary in 2023 for the following elected positions shall be set as follows:

County Attorney	\$111,134	M.S. 388.18
County Auditor/Treasurer	\$ 95,264	M.S. 384.151
County Sheriff	\$102,897	M.S. 387.20

Action #65 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #65 – 1/3/23

WHEREAS the Kanabec County Board of Commissioners has considered the matter of the wage for year 2023 for the County Auditor/Treasurer, and

WHEREAS the board has reviewed the experience, qualifications and performance of the County Auditor/Treasurer;

BE IT RESOLVED to set the Y2023 annual wage of County Auditor/Treasurer Denise Snyder at \$119,600.00, which will be accomplished in the following manner with pay distribution based on 40 hours per week at: January 1, 2023 = \$57.50 per hour.

Action #66 – It was moved by Peter Ripka, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #66 – 1/3/23

WHEREAS the Kanabec County Board of Commissioners has considered the matter of the wage for year 2023 for the County Sheriff, and

WHEREAS the board has reviewed the experience, qualifications and performance of the County Sheriff;

BE IT RESOLVED to set the Y2023 annual wage of County Sheriff Brian Smith at \$129,812.80, which will be accomplished in the following manner with pay distribution based on 40 hours per week at: January 1, 2023 = \$62.41 per hour.

Action #67 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #67 – 1/3/23

WHEREAS the Kanabec County Board of Commissioners has considered the matter of the wage for year 2023 for the County Attorney, and

WHEREAS the board has reviewed the experience, qualifications and performance of the County Attorney;

BE IT RESOLVED to set the Y2023 annual wage of County Attorney Barbara McFadden at \$140,212.80 which will be accomplished in the following manner with pay distribution based on 40 hours per week at: January 1, 2023 = \$67.41 per hour.

Action #68 – It was moved by Peter Ripka, seconded by Alison Holland and carried unanimously to approve the following resolution:

Resolution #68 – 1/3/23

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

WHEREAS, the Kanabec County Board of Commissioners approved Y2023 compensation for the County Commissioners by Resolution #10 – 12/20/22;

BE IT HEREBY RESOLVED to confirm the annual wage for the year 2023 for Kanabec County Commissioners at \$24,388.00.

Action #69 – It was moved by Peter Ripka, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #69 – 1/3/23

Mileage Reimbursement

BE IT RESOLVED that the established IRS mileage reimbursement rate of \$0.655 per mile is the official rate for Kanabec County mileage reimbursements.

Action #70 – It was moved by Peter Ripka, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #70 – 1/3/23

BE IT RESOLVED that appointees by the Board of Commissioners that attend meetings of paid county committees and boards shall receive a per diem of \$75.00 per meeting;

BE IT FURTHER RESOLVED that County Commissioners may personally accept per diems for all committee and board meetings, both internal and external and including virtual meetings, effective January 5, 2021.

Action #71 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve a consent agenda including all of the following actions:

Resolution #HRA71a - 1/3/23

Housing and Redevelopment Authority Meetings

BE IT HEREBY RESOLVED by the Kanabec County Board of Commissioners that from and after January 3, 2023, regular meetings of the Kanabec Housing and Redevelopment Board shall be held in the County Courthouse in the City of Mora, Minnesota, and

BE IT FURTHER RESOLVED meetings shall be held as necessary with proper notice commencing at a time the Board of Commissioners of the Authority determines. Future monthly

meetings may also be scheduled when deemed necessary, and

BE IT FURTHER RESOLVED, Special Meetings may be called when circumstances require immediate consideration by the board; in such case, a good faith effort will be made to contact the media and to each person who has filed a written request for such meetings.

Resolution #HRA71b – 1/3/23

Appointment of HRA Officers

RESOLUTION APPOINTING OFFICERS OF THE HOUSING AND REDEVELOPMENT OF KANABEC COUNTY, MINNESOTA

BE IT RESOLVED by the Kanabec County Housing and Redevelopment Authority (the “Authority”) of Kanabec County, Minnesota, as follows:

APPOINTMENT OF OFFICERS: The following are appointed to hold the HRA offices set forth opposite their respective names:

Chair: Rick Mattson

Vice-Chair: Alison Holland

Secretary* Kris McNally, County Coordinator

*The Auditor-Treasurer will be appointed by the Secretary to disburse funds and to assist the Secretary.

Resolution #HRA71c – 1/3/23

Official Newspaper

BE IT RESOLVED that the Kanabec County Times is hereby designated as the official newspaper for the publication of the official proceedings and public notices of the Kanabec County Housing and Redevelopment Authority, and

BE IT FURTHER RESOLVED that a condition of this resolution is that the Kanabec County Times agree to post all the notices on its Web site at no additional cost pursuant to Minnesota Statute 331A.02, Subd. 5 and that the notice must remain on the Web site during the notice's full publication period.

Resolution #HRA71d – 1/3/23

Official Depository Bank

BE IT RESOLVED that First Citizens Bank is hereby designated as the official depository bank of the Kanabec County Housing and Redevelopment Authority.

Resolution #HRA71e – 1/3/23

Mileage Reimbursement

BE IT RESOLVED that the federal mileage reimbursement rate of \$0.655 per mile is the official rate for the Housing and Redevelopment Authority's mileage reimbursements.

Action #72 – It was moved by Tom Roeschlein, seconded by Wendy Caswell and carried unanimously to approve a consent agenda including all of the following actions:

Resolution #72a - 1/3/23

Railroad Authority Board Meetings

BE IT HEREBY RESOLVED by the Kanabec County Board of Commissioners that from and after January 3, 2023, regular meetings of the Kanabec Railroad Authority Board shall be held in the County Courthouse in the City of Mora, Minnesota, and

BE IT FURTHER RESOLVED meetings shall be held as necessary with proper notice commencing at a time the Board of Commissioners of the Authority determines. Future monthly meetings may also be scheduled when deemed necessary, and

BE IT FURTHER RESOLVED, Special Meetings may be called when circumstances require immediate consideration by the board; in such case, a good faith effort will be made to contact the media and to each person who has filed a written request for such meetings.

Resolution #72b – 1/3/23

Appointment of Railroad Authority Board Officers

RESOLUTION APPOINTING OFFICERS OF THE RAILROAD AUTHORITY BOARD OF KANABEC COUNTY, MINNESOTA

BE IT RESOLVED by the Kanabec County Railroad Authority Board of Kanabec County, Minnesota, as follows:

APPOINTMENT OF OFFICERS: The following are appointed to hold the Railroad Authority Board offices set forth opposite their respective names:

Chair: Rick Mattson

Vice-Chair: Alison Holland

Secretary* Kris McNally, County Coordinator

*The Auditor-Treasurer will be appointed by the Secretary to disburse funds and to assist the Secretary.

Resolution #72c – 1/3/23

Official Newspaper

BE IT RESOLVED that the Kanabec County Times is hereby designated as the official newspaper for the publication of the official proceedings and public notices of the Kanabec County Railroad Authority Board, and

BE IT FURTHER RESOLVED that a condition of this resolution is that the Kanabec County Times agree to post all the notices on its Web site at no additional cost pursuant to Minnesota Statute 331A.02, Subd. 5 and that the notice must remain on the Web site during the notice's full publication period.

Resolution #72d – 1/3/23

Official Depository Bank

BE IT RESOLVED that First Citizens Bank is hereby designated as the official depository bank of the Kanabec County Railroad Authority Board.

Resolution #72e – 1/3/23

Mileage Reimbursement

BE IT RESOLVED that the federal mileage reimbursement rate of \$0.655 per mile is the official rate for the Railroad Authority Board's mileage reimbursements.

Action #73 – It was moved by Peter Ripka, seconded by Alison Holland and carried unanimously to approve a consent agenda including all of the following actions:

Resolution #73a - 1/3/23

Drainage Authority Board Meetings

BE IT HEREBY RESOLVED by the Kanabec County Board of Commissioners that from and after January 3, 2023, regular meetings of the Kanabec Drainage Authority Board shall be held in the County Courthouse in the City of Mora, Minnesota, and

BE IT FURTHER RESOLVED meetings shall be held as necessary with proper notice commencing at a time the Board of Commissioners of the Authority determines. Future monthly meetings may also be scheduled when deemed necessary, and

BE IT FURTHER RESOLVED, Special Meetings may be called when circumstances require immediate consideration by the board; in such case, a good faith effort will be made to contact the media and to each person who has filed a written request for such meetings.

Resolution #73b – 1/3/23

Appointment of Drainage Authority Board Officers

RESOLUTION APPOINTING OFFICERS OF THE DRAINAGE AUTHORITY BOARD OF
KANABEC COUNTY, MINNESOTA

BE IT RESOLVED by the Kanabec County Drainage Authority Board of Kanabec County, Minnesota, as follows:

APPOINTMENT OF OFFICERS: The following are appointed to hold the Drainage Authority Board offices set forth opposite their respective names:

Chair: Rick Mattson

Vice-Chair: Alison Holland

Secretary* Kris McNally, County Coordinator

*The Auditor-Treasurer will be appointed by the Secretary to disburse funds and to assist the Secretary.

Resolution #73c – 1/3/23

Official Newspaper

BE IT RESOLVED that the Kanabec County Times is hereby designated as the official newspaper for the publication of the official proceedings and public notices of the Kanabec County Drainage Authority Board, and

BE IT FURTHER RESOLVED that a condition of this resolution is that the Kanabec County Times agree to post all the notices on its Web site at no additional cost pursuant to Minnesota Statute 331A.02, Subd. 5 and that the notice must remain on the Web site during the notice's full publication period.

Resolution #73d – 1/3/23

Official Depository Bank

BE IT RESOLVED that First Citizens Bank is hereby designated as the official depository bank of the Kanabec County Drainage Authority Board.

Resolution #73e – 1/3/23

Mileage Reimbursement

BE IT RESOLVED that the federal mileage reimbursement rate of \$0.655 per mile is the official rate for the Drainage Authority Board's mileage reimbursements.

Action #74 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried

unanimously to approve the following resolution:

Resolution #74 – 1/3/23

County Coroner Appointment

WHEREAS the term of office for County Coroner expired December 31, 2022, and

WHEREAS Minnesota Statute §390.005 requires that the County Board appoint a Coroner, and

WHEREAS the County Sheriff recommends re-appointment of Dr. Kelly Mills;

BE IT RESOLVED to re-appoint Dr. Kelly Mills as Kanabec County Coroner effective January 3, 2023 for a term ending December 31, 2023.

Action #75 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #75 – 1/3/23

Ditch Inspector Appointment

WHEREAS the term of office for Ditch Inspector expires January 3, 2023;

BE IT RESOLVED to re-appoint Chad Gramentz as the Ditch Inspector for a three year term commencing immediately and expiring January 6, 2026.

Action #76 – It was moved by Tom Roeschlein, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #76 – 1/3/23

County Surveyor Appointment

WHEREAS the term of office for County Surveyor expires 1/9/23, and

WHEREAS Minnesota Statute §389.011 requires that the county board appoint a Surveyor, and

WHEREAS Tyler Kroschel has served as the County Surveyor since appointment on 12/02/15; and

WHEREAS county staff recommend the appointment of Mr. Kroschel for another term;

THEREFORE BE IT RESOLVED to appoint Tyler Kroschel as Kanabec County Surveyor effective January 3, 2023 for a term ending January 4, 2027.

Action #77 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the December 20, 2022 minutes as presented.

Action #78 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to reconvene to regular session at 10:23am.

Action #79 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the following paid claims:

<u>Vendor</u>	<u>Amount</u>
Dearborn National Life Insurance	733.36
East Central Energy	3,596.22
Health Partners	7,206.06
Life Insurance Company of North America	594.77
Minnesota Energy Resources Corp	17,093.77
Minnesota Energy Resources Corp	1,361.69
Quadient Finance USA, Inc.	4,005.00
The Hartford Priority Accounts	6,780.47
Verizon Wireless Aircards	953.09
Verizon Wireless Aircards	360.09
VSP Insurance Co	551.00
11 Claims Totaling:	<u>\$ 43,235.52</u>

Action #80 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to approve the following paid claims on the funds indicated (paid on December 29, 2022 per Action #17 – 12/20/22):

Revenue Fund

<u>Vendor</u>	<u>Amount</u>
A & E Cleaning Services	500.00
Accurate Controls Inc.	217.50
Adam's Pest Control	125.00
Adam's Pest Control	125.00
American Solutions for Business	531.83
American Solutions for Business	5,602.04
Aspen Mills	94.69
Association of MN Counties	10,172.00
Auto Value	16.97
Auto Value	21.98
Auto Value	63.95
Black, Ivan	175.00
Bliss, Erica	96.00

Bob Barker	757.25
Bob Barker	236.59
Cambridge Medical Center	1,335.30
Clifton Larson Allen LLP	7,245.00
Cundy, Steve	267.00
Cundy, Steve	65.00
Curtis, Michael	918.38
Davis, Wayne	275.00
Ellis, Kathi	250.00
Faurie, Kirsten	75.00
Government Forms & Supplies	36.00
Gratitude Farms	500.00
Haasken Dental	510.00
Hamilton Funeral Homes	430.00
Hancock Surveying	200.00
Hartshorn, Jim	62.49
Hartshorn, Jim	2,000.00
Hoefert, Rbert	936.25
Holcomb, Lisa	250.00
Horizon Towing	368.44
Isanti County Sheriff's Office	70.00
ITsavvy LLC	855.61
Kanabec County A/T	1,943.10
Kanabec County A/T	1,943.11
Kanabec County Highway Dept	134.93
Marco	176.00
Minnesota Association of County Administrators	771.00
MNCCC Lockbox	75.00
MNCCC Lockbox	225.00
MRA	185.00
MRA	1,800.00
NACO	450.00
Ness, Lonnie	150.00
ODP Business Solutions LLC	112.49
Oslin Lumber	259.65
Resource Training & Solutions	250.00
Rupp, Anderson, Squire & Waldspurgen, PA	147.00
Ruud, Sandy	25.00
Schneider, James	420.75
Stellar Services	147.96
Stellar Services	164.14
Summit Food Service Management	4,038.63
Tvedt, Jerry	225.00

Van Alst, Lillian	1,018.75
Van Hale, LaRae	24.97
Welia Health	562.50
Welia Health	562.50
Welia Health	150.00
Ziegler Inc.	780.39
62 Claims Totaling:	<u>\$ 52,128.14</u>

Road & Bridge Fund

<u>Vendor</u>	<u>Amount</u>
Auto Value	3,307.01
Beaudry Oil & Propane	24,461.09
Capitalone Trade Credit (Northern Tool)	1,199.99
Central McGowan	101.98
EATI	423.52
Frisch, Nick	239.04
Granite Ledge Electrical Contractors	3,422.80
Houston Engineering	2,600.50
Isanti County Zoning	100.00
Kanabec County Highway Dept	63.00
Little Falls Machine	289.39
Magnuson, Dale	310.08
Mora Chevrolet Buick	137.08
Morton Salt	7,653.26
Northern States Supply	1,252.86
ODP Business Solutions	452.88
Schiferli, Kevin	4.18
USIC Locating	50.00
Yotter, Tim	50.02
19 Claims Totaling:	<u>46,118.68</u>

10:28am – The County Board took a brief break.

10:30am – The Chairperson called for public comment three times. None responded.

10:31am – The Chairperson closed public comment.

Action #81 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to recess the board meeting at 10:32am to a time immediately following the Community Health Board.

The Kanabec County Community Health Board met at 10:32am on Tuesday, January 3, 2023 pursuant to adjournment with the following Board Members present: Tom Roeschlein, Rick Mattson, Wendy Caswell, Alison Holland and Peter Ripka. Community Health Director Kathy Burski presented the Community Health Board Agenda.

Action #CH82 – It was moved by Peter Ripka, seconded by Wendy Caswell and carried unanimously to approve the Community Health Board Agenda as presented.

Community Health Director Kathy Burksi gave the Director's Report.

Action #CH83 – Tom Roeschlein introduced the following resolution and moved its adoption:

Resolution #CH83 – 1/3/23

Request to Become a Cooking Matters Host Site Resolution

WHEREAS, the Family Health Staff are finding that families they serve lack the knowledge to prepare healthy, nutritious meals, and

WHEREAS, some WIC and Family Home Visiting families have shown interest in learning to cook healthier, and more nutritious meals, and

WHEREAS, Kanabec County Community Health has an opportunity to host the University of Minnesota Extension to provide Cooking Matters classes for these families.

THEREFORE, the Kanabec County Community Health Director is requesting permission to become a host site for the University of MN Extension to provide Cooking Matters classes for interested community members.

THEREFORE BE IT RESOLVED the Kanabec County Community Health Board approves the Kanabec County Community Health Director to become a host site for the University of Extension to provide Cooking Matters classes for interested community members and to sign the Roles and Responsibilities and Addendum.

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

IN FAVOR THEREOF: Tom Roeschlein, Rick Mattson, Wendy Caswell, Peter Ripka

OPPOSED: None

ABSTAIN: Alison Holland

whereupon the resolution was declared duly passed and adopted.

Action #CH84 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #CH84 – 1/3/23

Routine and Recurring Bills to be Paid Resolution

WHEREAS, Timber Trails Public Transit has routine and recurring bills that require payment in a timely manner in order to prevent accruing late fees or interest charges; and

WHEREAS, the Board has the authority to authorize payment of routine and recurring bills to prevent accruing late fees and interest charges.

THEREFORE BE IT RESOLVED, the Kanabec County Community Health Board authorizes payment of the following routine and recurring claim: Marco.

Community Health Director Kathy Burski presented the financial reports. Information only, no action was taken.

Action #CH85 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to approve the payment of 50 claims totaling \$35,771.20 on Community Health Funds.

10:42am – The Community Health Board took a five minute break.

Action #CH86 – It was moved by Peter Ripka, seconded by Tom Roeschlein and carried unanimously to adjourn Community Health Board at 10:47am and to meet again on Tuesday, February 7, 2023 at 9:20am.

The Board of Commissioners reconvened.

Action #87 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to recess the board meeting at 10:47am to a time immediately following the Family Services Board.

The Kanabec County Family Services Board met at 10:47am on Tuesday, January 3, 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 #FS88– It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the Family Services Board Agenda as presented.

Health And Human Services Advisory Committee Chairperson Charlie Strickland Jr. met with the County Board to request approval of the committee's membership appointments with temporary term limit changes.

Alison Holland led a discussion regarding term limits, the official date of establishment of the committee, methods for recruitment of recipients of service, the inclusion of school and city representatives on the committee, and ratios of members as required by MN Statute 402.3.

Action #FS89 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #FS89 – 1/3/23

BE IT RESOLVED that given Resolution #FS6 established the Health and Human Services Advisory Committee in accordance with MN Statute 402.3 December 19, 2018, all appointment dates should be corrected to reflect formal appointments from the county board after December 19, 2018.

Action #FS90 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #FS90 – 1/3/23

BE IT RESOLVED that prior to any further appointments to the Health and Human Services Advisory Committee, the existing advisory committee shall convene to review its bylaws including:

- Consideration of the membership to include representatives from the schools and cities, as was previously the practice.
- According to the statute terms should all be two year terms, now that we are past the first year of its existence.
- Consider a strategy for identifying more representatives who receive services, such as Lakes & Pines has in their bylaws.

Action #FS91 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to adjourn Family Services Board at 11:35am and to meet again on Tuesday, January 17, 2023 at 9:20am.

The Board of Commissioners reconvened.

Action #92 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #92 - 1/3/23

Memorandum of Understanding with Local 107 for Updated Agreement Terms

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

WHEREAS, the Employer and the Local 107 wish to implement additional terms effective January 1, 2023: and

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

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

BE IT FURTHER RESOLVED the Board Chair and Coordinator are authorized to sign said Memorandum of Understanding.

Action #93 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #93 - 1/3/23

Memorandum of Understanding with Local 107 for Performance Pay Program Implementation

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

WHEREAS, the Employer and the Local 107 wish to implement a new Performance Pay program beginning January 1, 2023; and

WHEREAS, the specific implementation terms have been agreed upon between the parties and are detailed in a Memorandum of Understanding; and

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

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners hereby approves the Memorandum of Understanding between Kanabec County and the Law Enforcement Labor Services, Inc., Local 107 for the implementation of the Performance Pay program;

BE IT FURTHER RESOLVED the Board Chair and Coordinator are authorized to sign said Memorandum of Understanding.

Action #94 – It was moved by Peter Ripka, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #94 - 1/3/23

Memorandum of Understanding with Local 320 for 2023 Cost of Living Adjustment

WHEREAS, the Employer and the Local 320 are parties to a Labor Agreement for 2022-2024 negotiated pursuant to the Public Employment Labor Relations Act of Minnesota; and

WHEREAS, the Employer and the Local 320 wish to implement a 3% Cost of Living Adjustment (COLA) effective January 1, 2023 pursuant to contract language: and

WHEREAS the Local 320 has indicated acceptance by signature of the Union Business Agent and Steward on the corresponding Memorandum of Understanding;

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners hereby approves the Memorandum of Understanding between Kanabec County and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local 320 for the updated 2023 COLA;

BE IT FURTHER RESOLVED the Board Chair and Coordinator are authorized to sign said Memorandum of Understanding.

Action #95 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #95 – 1/3/23

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE CITY OF MORA AND THE KANABEC COUNTY SHERIFF'S OFFICE

WHEREAS, the City of Mora and the Kanabec County Sheriff's Office entered into an agreement for law enforcement services in December 2009; and

WHEREAS, the terms of the original agreement between the City of Mora and the Kanabec County Sheriff's Office for law enforcement services have been reviewed and updated pursuant to a request by the Mora City Council, and

WHEREAS both parties agreed to the updated contract terms for services effective immediately;

BE IT RESOLVED that the Kanabec County Board of Commissioners hereby approves the Law Enforcement Services Agreement between the City of Mora and the Kanabec County Attorney's Sheriff's Office effective immediately;

BE IT FURTHER RESOLVED the Kanabec County Board Chair, Sheriff, Chief Deputy, County Attorney, and Coordinator are authorized to sign said agreement.

Action #96 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #96 – 1/3/23

PROSECUTION SERVICES AGREEMENT BETWEEN THE CITY OF MORA AND THE COUNTY OF KANABEC FOR THE PERIOD OF JANUARY 1, 2023 THROUGH DECEMBER 31, 2024

WHEREAS the terms of the contract with the City of Mora for Kanabec County Attorney's Office prosecution services expired December 31, 2022, and

WHEREAS the parties agreed to contract terms for services in 2023 and 2024; and

BE IT RESOLVED that the Kanabec County Board of Commissioners hereby approves the Prosecution Services Agreement between the City of Mora and the Kanabec County Attorney's Office effective January 1, 2023 for a term ending December 31, 2024;

BE IT FURTHER RESOLVED that the Board Chair, County Attorney, and Coordinator are authorized to sign said agreement.

Action #97 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to approve the following resolution:

Resolution #97 – 1/3/23

PROSECUTION SERVICES AGREEMENT BETWEEN THE CITY OF OGILVIE AND THE COUNTY OF KANABEC FOR THE PERIOD OF JANUARY 1, 2023 THROUGH DECEMBER 31, 2024

WHEREAS the terms of the contract with the City of Ogilvie for Kanabec County Attorney's Office prosecution services expired December 31, 2022, and

WHEREAS the parties agreed to contract terms for services in 2023 and 2024; and

BE IT RESOLVED that the Kanabec County Board of Commissioners hereby approves the Prosecution Services Agreement between the City of Ogilvie and the Kanabec County Attorney's Office effective January 1, 2023 for a term ending December 31, 2024;

BE IT FURTHER RESOLVED that the Board Chair, County Attorney, and Coordinator are authorized to sign said agreement.

Action #98 – It was moved by Peter Ripka, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #98 – 1/3/23

PROSECUTION SERVICES AGREEMENT BETWEEN THE CITY OF BRAHAM AND THE COUNTY OF KANABEC FOR THE PERIOD OF JANUARY 1, 2023 THROUGH DECEMBER 31, 2024

WHEREAS the terms of the contract with the City of Braham for Kanabec County Attorney's Office prosecution services expired December 31, 2022, and

WHEREAS the parties agreed to contract terms for services in 2023 and 2024; and

BE IT RESOLVED that the Kanabec County Board of Commissioners hereby approves the Prosecution Services Agreement between the City of Braham and the Kanabec County Attorney's Office effective January 1, 2023 for a term ending December 31, 2024;

BE IT FURTHER RESOLVED that the Board Chair, County Attorney, and Coordinator are authorized to sign said agreement.

Action #99 – It was moved by Peter Ripka, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #99 - 1/3/23
Nemeth Orthodontics Lease for 2023

WHEREAS the Nemeth Orthodontics utilizes space in the Courthouse Building to provide convenient orthodontia services to local youth, and

WHEREAS the annual lease agreement is due for renewal,

BE IT RESOLVED that the Kanabec County Commissioners approve the attached lease agreement and rate increase from \$125 per month to \$140 per month for Nemeth Orthodontics for FY 2023;

BE IT FURTHER RESOLVED that the Board Chair is authorized to sign said lease.

County Coordinator Kris McNally led a discussion regarding the best dates, times and availability to tour the jail and dispatch center.

The Board expressed consensus for Commissioner Roeschlein and Commissioner Ripka to tour the jail and dispatch center on Tuesday, January 10th at 8:30am.

Future agenda items: Department updates on a regular basis.

Action #100 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to close the meeting at 11:54am pursuant to the Open Meeting Law, MN Statute §13D.03 to discuss matters related to Union Negotiation Strategy. Those present during the closed portion of the meeting include Commissioners Tom Roeschlein, Rick Mattson, Wendy Caswell, Alison Holland and Peter Ripka; as well as County Coordinator & Personnel Director Kris McNally.

Action #101 – It was moved by Peter Ripka, seconded by Tom Roeschlein and carried unanimously to return to open session at 12:07pm.

Action #102 – The meeting was adjourned by Board Chair Mattson at 12:08pm. The County Board will meet again in regular session on Tuesday, January 17, 2022 at 9:00am.

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

Attest: _____
Board Clerk

DRAFT

Agenda Item #2

Paid Bills

<u>Vendor</u>	<u>Amount</u>	<u>Purpose</u>	<u>Dept</u>
Card Services (Coborn's)	2,467.11	BADGES Gift Cards	Sheriff
Kaanbec County Auditor HRA	12,000.00	Retirement VEBA (2)	HR
Minnesota Department of Finance	4,584.50	12.22 State Fees & Surcharges	Recorder
Mora Municipal Utilities	13,970.79	Electric & Water Utilities	Various
Spire Credit Union	3,616.79	See Below	
East Central Energy	463.70	Intersection Lighting	Highway
Minnesota Department of Finance	28.50	4Q22 Real Estate Assurance	State Revenue Fund
Minnesota Department of Health	1,147.50	4Q22 Well Cert Fees	State Revenue Fund
AT&T Mobility	560.80	Monthly Service	Sheriff
Kanabec County AT ACH_VISA	1,633.25	See Below	
Kwik Trip Inc	12,107.30	Gas Credit Cards	Various
Midcontinent Communications	228.30	Utilities	Transit
Mora Municipal Utilities	270.58	Utilities	Transit
Quality Disposal	458.27	Solid Waste Fees - Courthouse & PSB	Building Maintenance
VC3, Inc.	709.40	Monthly Services	IS
VC3, Inc.	2,515.00	Monthly Service Backup	ARPA
Verizon Wireless Cell Phones	2,793.56	Monthly Service	Various
Minnesota Department of Finance	2,098.05	4Q22 State Assurance Fees	State Revenue Fund
18 Claims Totaling:	\$ 61,653.40		
Spire Credit Union	32.33	Rubber Stamp Warehouse - Nameplates (3)	Commissioners
	225.00	U of M Cont Ed - Conf Registration (AH)	Commissioners
	80.97	Amazon - Web Cameras	IS
	300.00	1.80 Control Solutions - Service	ARPA
	49.94	Amazon - Seat Cover	Attorney
	38.85	Amazon - Office Supplies	Attorney

69.99	B&H Photo - Ergo Mouse	Recorder
239.99	B&H Photo - Microsoft Office	Veterans
29.23	Amazon - Office Supplies	Veterans
37.36	Amazon - Office Supplies	Veterans
61.15	Amazon - Medical Term Book	Veterans
22.84	Amazon - Cell Phone Accessories	Sheriff
30.30	Spypoint - Monthly Membership	Sheriff
14.99	Amazon - Prime Membership	Sheriff
463.55	Arrowood - Sheriff's Conference	Sheriff
328.00	Squad Computer Repair	Sheriff
99.00	Amazon - Fargo Ribbon etc.	Sheriff
162.65	Safariland - KB (Uniforms)	Sheriff
67.98	Amazon - BADGES	Sheriff
133.45	Chewy - Dog Food	Sheriff
16.07	Amazon - Cleaning Supplies	Jail
157.37	Amazon - Ink Cartridge	Jail
73.97	Amazon - Office Supplies	Jail
42.94	Dollar Tree - Jail Supplies	Jail
62.26	Amazon - Jail Medical	Jail
43.80	Amazon - Cleaning Supplies	Dispatch
25.72	Amazon - Office Date Stamp	Dispatch
54.44	Amazon - Office Supplies	Dispatch
79.99	Amazon - Switch	Dispatch
0.99	Apple - Storage	Highway
0.99	Apple - Storage	Highway
-31.98	Network Sol - Cancelled Subscription	EDA
52.68	Amazon - Office Supplies	Community Health
49.00	MN State Workforce Solutions	Community Health
24.92	Amazon - Office Supplies	Community Health
25.60	Availity Subscription	Community Health
107.92	Amazon - Office Supplies	Community Health
60.00	Eventbrite Training	Community Health
22.40	Availity Subscription	Community Health
32.00	Availity Subscription	Community Health

	48.84	Amazon - Wellness Supplies	Employee Wellness
	179.30	Walmart - Wellness Supplies	Employee Wellness
42 Claims Totaling:	\$ 3,616.79		

Kanabec County AT ACH_VISA	82.99	Amazon - Cordless Vacuum - Courthouse	Building Maintenance
	35.99	Amazon - Battery Backup UPS - Courthouse	Building Maintenance
	99.75	Amazon - Rotation Tester - Courthouse	Building Maintenance
	563.10	Northstock - Cabinet Heater Motor-Courthouse	Building Maintenance
	275.00	Amazon - Drill - PSB	Building Maintenance
	24.22	SupplyHouse - Electrical Fitting - PSB	Building Maintenance
	23.98	Martin Microwave - Door Latch - PSB	Building Maintenance
	12.99	Amazon - Torx Bit Set - Jail	Building Maintenance
	290.00	Amazon - Occupancy Sensor - Jail	
	179.65	E-Bay - Low Water Cutoff - Jail	Building Maintenance
	45.58	SupplyHouse - Floor Grate - Jail	Building Maintenance
42 Claims Totaling:	\$ 1,633.25		

Agenda Item #3a

Regular Bills - Revenue Fund

Bills to be approved: 1/17/23

Department Name	Vendor	Amount	Purpose
ASSESSOR	Information Systems Corporation	3,603.15	Assessor share of 2023 AppExt. Maintenance Agreement
ASSESSOR	Marco	159.00	Standard Payment
ASSESSOR	Marco	550.58	Contract Invoice - BW & Color
		4,312.73	
AUDITOR	DM Stamps & Specialties	45.82	New Commissioner Chair Stamps - A/T Office & FS Office
AUDITOR	Information Systems Corporation	1,129.05	Aud/Treas share of 2023 AppExt. Maintenance Agreement
AUDITOR	Marco	466.85	Printer Contracts - A/T Office & AS 400
AUDITOR	MCIS	3,583.00	MCIS Payroll Quarterly Support Invoice
AUDITOR	ODP Business Solutions LLC	145.60	Office Supplies
		5,370.32	
BUILDINGS MAINTENANCE	Ace Hardware	106.03	Brushes, Contact Cement, Hooks, Painters Tape, Tite Bond - PSB
BUILDINGS MAINTENANCE	Ace Hardware	130.75	Filters - Highway
BUILDINGS MAINTENANCE	FBG Service Corporation	4,829.00	December Cleaning Services - Courthouse
BUILDINGS MAINTENANCE	FBG Service Corporation	2,543.00	December Cleaning Services - PSB
BUILDINGS MAINTENANCE	FBG Service Corporation	672.00	December Cleaning Services - Jail
BUILDINGS MAINTENANCE	Granite City Jobbing Co	1,054.73	Paper Towels, Cleaning Spray, Garbage Bags, TP, Handsoap - Courthouse
BUILDINGS MAINTENANCE	Granite City Jobbing Co	346.92	Paper Towels - PSB
BUILDINGS MAINTENANCE	Handyman's Inc	1,521.66	Filters - Jail
		11,204.09	
COMPUTER EXPENSES	MCIS	14,426.00	MCIS Property Tax Quarterly Support
COMPUTER EXPENSES	MCIS	540.00	MCIS DBU Maintenance

COMPUTER EXPENSES	MCIS	4,733.00	MCIS Hosting Quarterly Invoice
		19,699.00	
COUNTY ATTORNEY	Attorney General's Office	110.50	AG's Office Reimburse Travel Expenses for Case
COUNTY ATTORNEY	RELX Inc. DBA LexisNexis	189.08	LexisNexis December 2022 Charges
		299.58	
COUNTY COORDINATOR	Information Systems Corporation	3,163.31	Coordinator share of 2023 AppExt. Maintenance Agreement
COUNTY COORDINATOR	Kanabec Publications	95.00	100 Printed Envelopes w/ New Address
COUNTY COORDINATOR	Marco	3,159.06	Annual Printer Contract
COUNTY COORDINATOR	ODP Business Solutions LLC	89.80	Planners, 3-Tier Organizer, Envelopes, File Folders, Date Stamp
		6,507.17	
COUNTY CORONER	Methven Funeral and Cremation Services	400.00	Removal and Transport
COUNTY CORONER	Ramsey County	647.00	Post Mortem Exam/Toxicology
COUNTY CORONER	River Valley Forensic Services, P.A.	250.00	Contract Monthly Medical Examiner Service
COUNTY CORONER	River Valley Forensic Services, P.A.	250.00	Post Mortem Exam
		1,547.00	
COUNTY EXTENSION	ODP Business Solutions LLC	33.54	Green Paper
		33.54	
COUNTY RECORDER	Access	438.00	Storage Charges for 2022
COUNTY RECORDER	Information Systems Corporation	2,654.77	Recorder share of 2023 AppExt. Maintenance Agreement
COUNTY RECORDER	Information Systems Corporation	795.00	Scanner Maintenance Agreement
COUNTY RECORDER	Marco	651.00	Maintenance Contract for 2023
COUNTY RECORDER	Northstar Computer Forms, Inc.	351.41	Vital Records Paper - 2000 Sheets
COUNTY RECORDER	Schneider Geospatial, LLC	11,400.00	Beacon Hosting - Assessors Department
		16,290.18	
COURT ADMINISTRATOR	Anne M. Carlson Law Office, PLLC	1,122.00	Court Appt Attorney Fees
COURT ADMINISTRATOR	McKinnis & Doom PA	153.00	Court Appt Attorney Fees

COURT ADMINISTRATOR	McKinnis & Doom PA	246.50	Court Appt Attorney Fees
		1,521.50	
ECONOMIC DEVELOPMENT	Initiative Foundation	1,550.00	Donation to Initiative Foundation for 2023
ECONOMIC DEVELOPMENT	Minnesota Counties Intergovernmental Trust	3,901.00	EDA Liability Insurance and Workers Compensation for 2023
		5,451.00	
ELECTIONS	ODP Business Solutions LLC	14.38	Election Supplies
		14.38	
ENVIRONMENTAL SERVICES	Eric Hartman, Treasurer	170.00	2023 MN Assoc. County Planning & Zoning Admin (MACPZA)
ENVIRONMENTAL SERVICES	Information Systems Corporation	29.45	Envir.Svcs share of 2023 AppExt. Maintenance Agreement
ENVIRONMENTAL SERVICES	Schneider Geospatial, LLC	7,800.00	Annual Software Maintenance: Editor & Navigator
		7,999.45	
FORFEIT TAX SALE	MN Commissioner of Revenue	125.00	2022 State Deed Fees
FORFEIT TAX SALE	Scotts Lawn & Landscapes	100.00	22.06720.00 Mowing 10/11/22 & 23.00350.00 Mowing 10/5/22
FORFEIT TAX SALE	The Public Group	46.75	12.02285.00 2022 TFLS 5% Buyers Fees - Online Auction
FORFEIT TAX SALE	The Public Group	905.00	15.01250.20 2022 TFLS 5% Buyers Fees - Online Auction
		1,176.75	
HIGHWAY	MN Counties Insurance Trust	40,514.00	2023 PC Renewal
HIGHWAY	MN Counties Insurance Trust	20,752.00	2023 WC Renewal
		61,266.00	
HUMAN RESOURCES	American DataBank	63.80	Background Studies for New Employees (2)
HUMAN RESOURCES	Association of MN Counties	4,900.00	HR Technical Assistance
HUMAN RESOURCES	Convene, LLC	1,531.22	2023 Convene Classic Subscription for Employee Training
HUMAN RESOURCES	Minnesota UI	5,196.00	Unemployment Benefits for 2022 2nd Quarter
HUMAN RESOURCES	Minnesota UI	3,765.00	Unemployment Benefits for 2022 3rd Quarter
HUMAN RESOURCES	Minnesota UI	1,205.87	Unemployment Benefits for 2022 4th Quarter
HUMAN RESOURCES	MN Counties Insurance Trust	69,536.00	2023 WC Renewals

HUMAN RESOURCES	MRA	138.75	Remainder of Compensation Services - Dispatch Sergeant
HUMAN RESOURCES	SwipeClock LLC	362.00	Monthly Subscription
HUMAN RESOURCES	WEX	588.75	Administrative Fees for December
		87,287.39	
INFORMATION SYSTEMS	Association of MN Counties	1,497.00	Yearly Dues for MN Counties IT Leadership Association
INFORMATION SYSTEMS	E911 IES	129.24	IES Yearly Service
INFORMATION SYSTEMS	Marco	3,267.40	Phone Lease
INFORMATION SYSTEMS	VC3	2,400.00	HPE Carepack 1yr 01
INFORMATION SYSTEMS	VC3	2,400.00	HPE Carepack 1yr 02
		9,693.64	
LAW LIBRARY	RELX Inc. DBA LexisNexis	231.75	Law Library Invoice
		231.75	
PROBATION & JUVENILE PLACEMENT	BCA/Business Shared Services	600.00	BCA Terminal - Annual Fee
PROBATION & JUVENILE PLACEMENT	East Central Regional Juvenile Center	4,327.50	Dec. 2022 Contracted Beds at East Central Juv. Center
PROBATION & JUVENILE PLACEMENT	Kanabec Publications	75.00	500 Printed Window Envelopes w/ New Address
PROBATION & JUVENILE PLACEMENT	MACPO, Jackson County Probation	410.00	MACPO Agent Membership and Training 2023
PROBATION & JUVENILE PLACEMENT	Marco	363.09	Annual Printer Contract
PROBATION & JUVENILE PLACEMENT	RS Eden	378.91	2 Urine Samples Sent to Lab & 50 Nine Panel Testing Cups
		6,154.50	
WELFARE	DM Stamps & Specialties	22.91	New Commissioner Chair Stamp - KCCH Office
WELFARE	MN Counties Insurance Trust	10,252.00	2023 PC Renewal
WELFARE	MN Counties Insurance Trust	10,622.00	2023 WC Renewal
		20,896.91	
PUBLIC TRANSPORTATION	Curtis, Michael	263.75	Volunteer Mileage
PUBLIC TRANSPORTATION	Glen's Tire	96.25	Bus & Van Repairs
PUBLIC TRANSPORTATION	Hoefert, Robert	452.50	Volunteer Mileage 12/27 - 12/31
PUBLIC TRANSPORTATION	Hoefert, Robert	332.50	Volunteer Mileage 1/1 - 1/8

PUBLIC TRANSPORTATION	Industrial Health Services Network Inc	45.90	Drug Screen
PUBLIC TRANSPORTATION	Innovative Office Solutions, LLC	27.76	Office Supplies
PUBLIC TRANSPORTATION	ITsavvy LLC	40.79	Computer & Supplies
PUBLIC TRANSPORTATION	Kanabec County Highway Dept	133.71	Bus Repairs
PUBLIC TRANSPORTATION	Made of Mora / P-D's Embroidery	830.00	Employee Clothing
PUBLIC TRANSPORTATION	MN Counties Insurance Trust	6,040.00	2023 PC Renewal
PUBLIC TRANSPORTATION	MN Counties Insurance Trust	6,962.00	2023 WC Renewal
PUBLIC TRANSPORTATION	Van Alst, Lillian	255.63	Volunteer Mileage - 1/1 - 1/8
PUBLIC TRANSPORTATION	Van Alst, Lillian	526.25	Volunteer Mileage 12/27 - 12/31
		16,007.04	
RAILROAD AUTHORITY	MN Counties Insurance Trust	1,115.00	2023 PC Renewal RRA
		1,115.00	
SANITATION	East Central Solid Waste Commission	20.00	Kanabec County Highway Dept - Recycled
		20.00	
SHERIFF	Gamber-Johnson	129.96	Dock Repair
SHERIFF	Gertken, Adam	116.22	Reimbursement for Prescription Dog Food
SHERIFF	Johnson Hardware & Rental	26.99	Covered Padlock
SHERIFF	Motorola Solutions	11,580.02	New Squad Camera Systems (2)
SHERIFF	Oak Gallery	17.25	Mailed Intoximeters
SHERIFF	O'Reilly Auto Parts	99.46	Capsules & Battery
SHERIFF	SIRCHIE	58.10	Integrity Bags
SHERIFF	State of Minnesota - BCA	630.00	Permit to Carry
SHERIFF	Tinker & Larson Inc	2,901.09	Squad Oil Changes (6), Wiper Blades
		15,559.09	
SHERIFF - 911 EMERGENCY	Granite Electronics	653.00	Plantronics Headset
SHERIFF - 911 EMERGENCY	IAEMD	55.00	EMD Recertification - SC
SHERIFF - 911 EMERGENCY	MacTek Systems Inc	8,015.00	Annual Preventative Maintenance 3/1/23 - 2/28/24
SHERIFF - 911 EMERGENCY	Marco	1,711.40	Dispatch Printer Copies

SHERIFF - 911 EMERGENCY	Motorola Solutions	2,115.00	VESTA
		12,549.40	
SHERIFF - JAIL/DISPATCH	Adam's Pest Control	250.00	Prevention Plus
SHERIFF - JAIL/DISPATCH	Bob Barker	627.00	Jail Supplies - Gloves
SHERIFF - JAIL/DISPATCH	J.F. Ahern Co	1,667.76	Replace Sprinklers
SHERIFF - JAIL/DISPATCH	Marco	440.86	Booking Printer Copies & Jail Admin Printer Copies
SHERIFF - JAIL/DISPATCH	Mark's	74.55	Outlet Adapters (5)
SHERIFF - JAIL/DISPATCH	McKesson Medical Surgical	151.07	Jail Supplies - Misc. Medical Supplies
SHERIFF - JAIL/DISPATCH	Stellar Services	52.44	Canteen
SHERIFF - JAIL/DISPATCH	Stellar Services	108.13	Canteen
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	3,948.81	Inmate Meals 12/24/22 - 12/30/22
		7,320.62	
SNAKE RIVER WATER MGMT BOARD	Minnesota Counties Intergovernmental Trust	1,424.00	Insurance & Workers Comp
		1,424.00	
UNALLOCATED	E C Riders	15,372.54	2023 BM#1 Snake River Trail
UNALLOCATED	Highway 23 Coalition	1,500.00	2023 Advocate Membership
UNALLOCATED	Kanabec Publications	623.23	County Board Minutes, Committee Vacancies
UNALLOCATED	Kanabec Soil & Water Cons.	1,652.35	SWCD Staff Time - Qtr 3 - Edu/Outreach
UNALLOCATED	Kanabec Soil & Water Cons.	1,045.32	SWCD Staff Time - Qtr 3 - Coordination/Admin
UNALLOCATED	Kanabec Soil & Water Cons.	22.69	Starry Trek SWCD Mileage
UNALLOCATED	Kanabec Soil & Water Cons.	3,777.07	2022 Boat Inspector Wages
UNALLOCATED	Kanabec Soil & Water Cons.	6,436.80	2018-2022 Boat Inspector Wages Reconciliation
UNALLOCATED	MN Counties Insurance Trust	166,231.00	2023 PC Renewals
		196,661.00	
VETERAN SERVICES	Information Systems Corporation	386.82	Veterans share of 2023 AppExt. Maintenance Agreement
VETERAN SERVICES	Tuorila Consulting	450.00	Second Opinion - Psychological Exam
		836.82	

WELFARE	Information Systems Corporation	<u>2,778.45</u>	Family Svcs share of 2023 AppExt. Maintenance Agreement
		2,778.45	
	127 Claims Totaling:	<u><u>\$ 521,228.30</u></u>	

Agenda Item #3b
Regular Bills - Road & Bridge
Bills to be approved: 1/17/2023

Vendor	Amount	Purpose
Ace Hardware	69.14	Shop supplies
Aramark	796.03	Coveralls and janitorial supplies
Avenu Insights & Analytics	6,603.13	Support for accounting software
Central Pension Fund	471.60	Training center use fee
City of Mora	977.34	Antenna lease
Federated Co-ops	479.99	Shop supplies
Glens Tire	50.00	Tire repair
Gopher State One-Call	4.05	Locates
Granite City Jobbing	346.92	Janitor supplies
Kanabec County Coordinator	105.45	Postage
Kanabec County Highway Dept	63.00	Petty cash, postage
Kwik Trip	63.72	Fuel and car wash
Mille Lacs County Public Works	899.82	Snow plowing
Nuss Truck	112.37	Repair parts
Power Plan	608.48	Repair parts
Trenchersplus	71,605.00	Morbark chipper
Wallace, Bruce	76.02	Uniform allowance
Welia Health	221.40	Clinic visit
Wiacom	675.30	GPS
Ziegler	709.26	Repair parts
20 Claims Totaling:	\$ 84,938.02	

Agenda Item #4

January 17, 2023

REQUEST FOR BOARD ACTION

a. Subject: Consider Appointment of an Alternate to the Snake River Water Management Board	b. Origination: SRWMB Coordinator Teresa Wickeham
c. Estimated time: 5 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

RESOLUTION #__-1/17/23

WHEREAS, the Snake River Water Management Board by-laws allow for the appointment of a board member and an alternate; and

WHEREAS, Commissioner Ripka is appointed to the Snake River Water Management Board as the primary board member,

BE IT RESOLVED to appoint Commissioner _____ to the Snake River Water Management Board as an Alternate for a one year term commencing immediately and expiring January 2, 2024.

f. Background:

III. ORGANIZATION

A. To carry out the plans of this joint powers agreement, there is hereby established a joint powers board to be known as the Snake River Watershed Management Board (SRWMB). The appointments to the SRWMB shall be made by the county boards of the counties to which each particular seat is attributed.

B. The SRWMB shall be four (4) in number, which shall be a County Commissioner from each of the counties of Aitkin, Kanabec, Mille Lacs and Pine. Each member county shall have one (1) vote. Each member county may designate an alternative for its appointed County Commissioner. All votes of member counties must be cast by the appointed County Commissioner or designated alternate County Commissioner of the member county at a meeting of the SRWMB.

Supporting Documents: None ☒ **Attached:**

Date received in County Coordinators Office:

Coordinators Comments:

Agenda Item #5

January 17, 2023

REQUEST FOR BOARD ACTION

a. Subject: Gambling Request	b. Originating Department/Organization/Person: Isanti County Pheasants Forever
c. Estimated time: 2 Minutes	d. Presenter(s): None

e. Board action requested: Approve the following resolutions:

Resolution #__ – 1/17/23

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

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

BE IT RESOLVED to approve the Application for Exempt Permit for Isanti County Pheasants Forever for a raffle event to be held at Pheasants Ridge Shooting Preserve, 1547 Imperial St, Ogilvie, MN 55358 on March 18, 2023 with an alternate date of April 1, 2023 if needed due to inclement weather.

f. Background:

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

Date received in County Coordinators Office:	1/10/23
---	---------

Coordinators Comments:

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Isanti County Pheasants Forever #334 Previous Gambling Permit Number: X-04107-22-033

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 41-1429149

Mailing Address: PO Box 28

City: Cambridge State: MN Zip: 55008 County: Isanti

Name of Chief Executive Officer (CEO): Alex Gerhardson

CEO Daytime Phone: 218-731-7786 CEO Email: alexgerhardson@gmail.com
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☐ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- ☒ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☒ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Pheasants Ridge

Physical Address (do not use P.O. box): 1547 Imperial St. Ogilvie

Check one:

☐ City: _____ Zip: _____ County: _____

☒ Township: Brunswick Zip: 56358 County: Kanabec

Date(s) of activity (for raffles, indicate the date of the drawing): 3/18/23, Alternate date of 4/1/2023 if needed / weather

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

4/22
Page 2 of 4

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
<input type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). <input type="checkbox"/> The application is denied.	<input type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days. <input type="checkbox"/> The application is denied.
Print City Name: _____	Print County Name: _____
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date: _____	Title: _____ Date: _____
<div style="border: 1px solid black; padding: 5px; text-align: center;"> The city or county must sign before submitting application to the Gambling Control Board. </div>	
TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date: _____	

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: *Alex Gerhardson* Date: 1-10-23
(Signature must be CEO's signature; designee may not sign)

Print Name: Alex Gerhardson

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
 A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

Questions?
 Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

Business Record Details »

Minnesota Business Name

PHEASANTS FOREVER, INC.**Business Type**

Nonprofit Corporation (Domestic)

MN Statute

317A

File Number

V-156

Home Jurisdiction

Minnesota

Filing Date

08/05/1982

Status

Active / In Good Standing

Renewal Due Date

12/31/2023

Registered Office Address2345 Rice Street
Suite 230
Roseville, MN 55113
USA**Number of Shares**

NONE

Registered Agent(s)

CORPORATION SERVICE COMPANY

PresidentHoward K Vincent
1783 BUERKLE CIRCLE
ST PAUL, MN 55110
USA**Filing History****Filing History**Select the item(s) you would like to order:

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	08/05/1982	Original Filing - Nonprofit Corporation (Domestic)	
	08/05/1982	Nonprofit Corporation (Domestic) Business Name (Business Name: PHEASANTS FOREVER, INC.)	

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	08/14/1985	Nonprofit Corporation (Domestic) Restated Articles	
<input type="checkbox"/>	01/09/1986	Registered Office and/or Agent - Nonprofit Corporation (Domestic)	
<input type="checkbox"/>	03/28/1990	Registered Office and/or Agent - Nonprofit Corporation (Domestic)	
<input type="checkbox"/>	09/22/1994	Registered Office and/or Agent - Nonprofit Corporation (Domestic)	
<input type="checkbox"/>	04/04/1996	Registered Office and/or Agent - Nonprofit Corporation (Domestic)	
	04/04/1996	Nonprofit Corporation (Domestic) Restated Articles	
<input type="checkbox"/>	01/16/2007	Involuntary Dissolution - Nonprofit Corporation (Domestic)	
<input type="checkbox"/>	01/19/2007	Annual Reinstatement - Nonprofit Corporation (Domestic)	
<input type="checkbox"/>	6/26/2015	Registered Office and/or Agent - Nonprofit Corporation (Domestic)	

Agenda Item #6

January 17, 2023

REQUEST FOR BOARD ACTION

a. Subject: Pay Equity Report	b. Origination: County Coordinator
c. Estimated time: 5 Minutes	d. Presenter(s): Kris McNally

e. Board action requested:

RESOLUTION # __-1/17/23 Approval of the Pay Equity Report

WHEREAS Kanabec County has long supported the principle of equitable pay relationships, and

WHEREAS Kanabec County is required by Minnesota Statute to submit a Pay Equity Report for the data in place as of December 31, 2022;

BE IT RESOLVED that the Kanabec County Board of Commissioners approves the attached Pay Equity Report and authorizes the Chairperson to sign the Pay Equity Report electronically;

BE IT FUTHER RESOLVED that the Kanabec County Board of Commissioners directs the Coordinator to submit the report and all necessary supporting data to the Pay Equity Office, post the required notice, and disseminate the required notice to union representation in the jurisdiction.

f. Background:

Kanabec County is required to submit a report to the State Pay Equity Office every 3 years to demonstrate we are in compliance with the Local Government Pay Equity Act.

Failure to complete this report on time and be in compliance would mean a penalty of 5% of state aids or \$100.00 per day—whichever is greater.

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

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

Coordinators Comments:

Preliminary testing indicates Kanabec County has passing scores in all tested areas. See the Compliance Report.

Compliance Report

Jurisdiction: Kanabec County
317 Maple Ave E., Suite 181

Mora, MN 55051

Contact: Kris McNally

Phone: (320) 679-6440

Report Year: 2023
Case: 1 - 2023 DATA (Private (Jur
Only))

E-Mail: Kris.McNally@co.kanab
ec.mn.us

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	38	51	5	94
# Employees	71	106	34	211
Avg. Max Monthly Pay per employee	5815.71	5085.07		5287.11

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 82.25806 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	19	20
b. # Below Predicted Pay	19	31
c. TOTAL	38	51
d. % Below Predicted Pay (b divided by c = d)	50.00	60.78

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 175	Value of T = 3.597
-------------------------------	--------------------

a. Avg. diff. in pay from predicted pay for male jobs = -3

b. Avg. diff. in pay from predicted pay for female jobs = -66

III. SALARY RANGE TEST = 100.00 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 7.00

B. Avg. # of years to max salary for female jobs = 7.00

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

A. % of male classes receiving ESP = 0.00 *

B. % of female classes receiving ESP = 0.00

*(If 20% or less, test result will be 0.00)

Interpreting Results of Compliance Tests

Your jurisdiction is required to pass four tests to be in compliance.

1. Completeness and Accuracy Test

Report is submitted on time

Data is correct

Required information has been provided

For more information, refer to the [Guide to Understanding Pay Equity Compliance](#)

2. Statistical or Alternative Test

Compares salary data to determine if female classes are paid consistently below male classes of comparable work value (job points). The Minnesota Pay Equity Management System will generate results applying the Statistical Analysis Test. **Underpayment ratio results of 80 and above are passing.** In some cases, the Alternative Analysis is required and consists of a manual review of the data. Refer to the following page to determine which test applies to your report. For more information, refer to the [Guide to Understanding Pay Equity Compliance](#).

3. Salary Range Test

Compares the average number of years required for female classes to move through a salary range consisting of a time-phased step progression to the average number of years required for male classes. **Results of 0 or 80 and above are passing scores.** (Test does not apply if years to achieve maximum salary are not defined or if salary ranges are not defined). For more information, refer to the [Guide to Understanding Pay Equity Compliance](#).

4. Exceptional Service Pay Test

Compares the percentage of female classes receiving longevity or performance pay to the percentage of male classes receiving longevity or performance pay. In noting exceptional service pay, recipients must exceed the maximum salary reported. **Results of 0 or 80 and above are passing scores.** (Test does not apply if exceptional service pay is not available in your jurisdiction). For more information, refer to the [Guide to Understanding Pay Equity Compliance](#).

Minnesota Pay Equity Management System - Kanabec County(23-No Submission)

[Home](#)[Utilities](#)[Go To](#)[Log Out](#)**Pay Equity Implementation Form**

Information entered on this page is not submitted until you click "sign and submit." This page may be printed and shared with your governing body for approval. After you receive approval, you will need to come back to this page, complete the necessary information, then click "sign and submit."

Part A: Jurisdiction Identification

Jurisdiction: Kanabec County

Jurisdiction Type: CTY - County

317 Maple Ave E., Suite 181

Mora

Contact:	Name	Title	Phone	Email
	Kris McNally	County Coordinator	320-679-6440	Kris.McNally@co.kanabec.mn.us

Part B: Official Verification

1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system used was:

Consultant's System (specify) ▼

Describe below if the job evaluation system used is: "The same as last year", "A new system", "A substantially modified system from last year", or another descriptor not listed here: (*less than 240 characters)

MRA's System

Same as last time

2. Health Insurance benefits for male and female classes of comparable value have been evaluated and

There is no difference ▼ and female classes are not at a disadvantage.

3. An official notice has been posted at: Kanabec County's official bulletin board (prominent location) (*less than 60 characters)

informing employees that the Pay equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

Kanabec County Board of Commissioners

(governing body) (*less than 60 characters)

Rickey Mattson

(chief elected official)(*less than 60 characters)

Board Chair

(title) (*less than 60 characters)

☐ Checking this box indicates the following:

- signature of chief elected official
- approval by governing body
- all information is complete and accurate, and
- all employees over which the jurisdiction has final budgetary authority are included

Part C: Total Payroll

12765903.20 is the annual payroll for the calendar year just ended December 31.

Job Class Data Entry Verification List

Case: 2023 DATA

Kanabec County

LGID: 1572

Job Nbr	Class Title	Nbr Males	Nbr Females	Non- Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
1	Transit Dispatcher	0	3	0	F	182	2851.25	3492.78	7.00	0.00	
4	VA Admin Asst	0	1	0	F	183	2851.25	3492.78	7.00	0.00	
2	Office Support Specialist-Fron	0	3	0	F	192	2851.25	3492.78	7.00	0.00	
3	Home Health Aide	0	7	0	F	192	2851.25	3492.78	7.00	0.00	
5	Account Clerk	1	0	0	M	200	3021.95	3702.87	7.00	0.00	
6	Collections Clerk	0	2	0	F	201	3021.95	3702.87	7.00	0.00	
7	Court Services Secretary	1	0	0	M	201	3021.95	3702.87	7.00	0.00	
8	Bus Driver II	4	1	0	M	203	3021.95	3702.87	7.00	0.00	
9	Assessor Clerk II	0	1	0	F	204	3021.95	3702.87	7.00	0.00	
10	Secretary	0	1	0	F	208	3021.95	3702.87	7.00	0.00	
11	Case Aide - Family Services	0	6	0	F	212	3021.95	3702.87	7.00	0.00	
12	Case Aide-Family Health	0	2	0	F	212	3021.95	3702.87	7.00	0.00	
13	Law Enforcement Assistant	0	2	0	F	215	3203.90	3924.22	7.00	0.00	
14	Jail - Office Assistant	0	1	0	F	225	3203.90	3924.22	7.00	0.00	
15	Building Maintenance Technicia	1	0	0	M	226	3203.90	3924.22	7.00	0.00	
16	Civil Process Coordinator	0	1	0	F	227	3203.90	3924.22	7.00	0.00	
17	Mechanic's Assistant/Buildings	1	0	0	M	227	3203.90	3924.22	7.00	0.00	
18	Chief Deputy Recorder	0	1	0	F	228	3203.90	3924.22	7.00	0.00	
19	Accounting Technician	0	1	0	F	232	3395.24	4160.57	7.00	0.00	
20	Legal Secretary/Paralegal	0	3	0	F	234	3395.24	4160.57	7.00	0.00	
21	Administrative Assistant - Co	0	1	0	F	235	3395.24	4160.57	7.00	0.00	
22	Licensed Practical Nurse	0	1	0	F	235	3395.24	4160.57	7.00	0.00	
23	Work Site Supervisor	0	1	0	F	243	3395.24	4160.57	7.00	0.00	
24	Eligibility Worker	0	8	0	F	245	3395.24	4160.57	7.00	0.00	
25	Appraiser Trainee	1	1	0	B	249	3599.70	4410.06	7.00	0.00	
26	Administrative Assistant-PHFS	0	1	0	F	250	3599.70	4410.06	7.00	0.00	
27	Heavy Equipment Operator II	8	0	0	M	250	3599.70	4410.06	7.00	0.00	
28	Sign Technician	1	0	0	M	251	3599.70	4410.06	7.00	0.00	
29	Building Maintenance Technicia	1	0	0	M	254	3599.70	4410.06	7.00	0.00	
30	Community Support Technician-A	0	1	0	F	259	3599.70	4410.06	7.00	0.00	
31	Community Support Technician-C	0	1	0	F	259	3599.70	4410.06	7.00	0.00	
32	Computer Technician	1	0	0	M	259	3599.70	4410.06	7.00	0.00	

Job Class Data Entry Verification List

Case: 2023 DATA

Kanabec County

LGID: 1572

Job Nbr	Class Title	Nbr Males	Nbr Females	Non- Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
33	Fiscal Officer -FS	0	1	0	F	261	3599.70	4410.06	7.00	0.00	
34	Fiscal Officer- PH	0	1	0	F	261	3599.70	4410.06	7.00	0.00	
35	Correctional Officer/Dispatche	10	16	0	B	268	3815.42	4674.55	7.00	0.00	
36	Deputy Finance	0	1	0	F	272	3815.42	4674.55	7.00	0.00	
37	Heavy Equipment Operator III	1	0	0	M	272	3815.42	4674.55	7.00	0.00	
38	Accountant	1	0	0	M	274	3815.42	4674.55	7.00	0.00	
39	Child Support Officer	1	1	0	B	275	3815.42	4674.55	7.00	0.00	
40	Victim & Witness Service Coord	0	1	0	F	279	3815.42	4674.55	7.00	0.00	
41	Deputy Auditor, Finance	0	1	0	F	280	3815.42	4674.55	7.00	0.00	
42	Property Tax Specialist	0	1	0	F	283	3815.42	4674.55	7.00	0.00	
43	Child Support Officer/Fraud Pr	0	1	0	F	284	3815.42	4674.55	7.00	0.00	
44	ES/GIS Technician	1	0	0	M	285	4083.66	5000.94	7.00	0.00	
45	Deputy Auditor, Tax II	0	1	0	F	291	4368.79	5351.72	7.00	0.00	
46	Network Specialist	1	0	0	M	295	4368.79	5351.72	7.00	0.00	
47	Deputy Auditor, Property & Tax	1	0	0	M	297	4368.79	5351.72	7.00	0.00	
48	Certified Appraiser	1	0	0	M	297	4368.79	5351.72	7.00	0.00	
49	Lead Child Support Officer	0	1	0	F	300	4368.79	5351.72	7.00	0.00	
50	Operations Supervisor	1	0	0	M	307	4368.79	5351.72	7.00	0.00	
51	Mechanic	1	0	0	M	308	4368.79	5351.72	7.00	0.00	
52	CADD Technician, Civil	1	0	0	M	314	4368.79	5351.72	7.00	0.00	
53	Jail Programmer	1	0	0	M	317	4368.79	5351.72	7.00	0.00	
54	Health Promotion Coordinator	0	2	0	F	320	4368.79	5351.72	7.00	0.00	
55	Dispatch Sergeant	0	1	0	F	324	4368.79	5351.72	7.00	0.00	
56	Hwy Maintenance Lead Worker	1	0	0	M	329	4368.79	5351.72	7.00	0.00	
57	Probation Corrections Agent	1	1	0	B	329	4368.79	5351.72	7.00	0.00	
58	Veteran Service Officer	0	1	0	F	337	4674.55	5726.88	7.00	0.00	
59	Registered Nurse	0	5	0	F	338	4674.55	5726.88	7.00	0.00	
60	HR Specialist	0	1	0	F	339	4674.55	5726.88	7.00	0.00	
61	Regional ATOD Prevention Coord	0	1	0	F	348	4674.55	5726.88	7.00	0.00	
62	Social Worker	1	15	0	F	355	4674.55	5726.88	7.00	0.00	
63	Probation Senior Agent	1	0	0	M	359	5002.82	6126.43	7.00	0.00	
64	Deputy Sheriff	15	1	0	M	369	5002.82	6126.43	7.00	0.00	

Job Class Data Entry Verification List

Case: 2023 DATA

Kanabec County

LGID: 1572

Job Nbr	Class Title	Nbr Males	Nbr Females	Non- Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
65	Fiscal Supervisor	0	1	0	F	369	5002.82	6126.43	7.00	0.00	
66	Senior Engineering Technician,	1	0	0	M	371	5002.82	6126.43	7.00	0.00	
67	Jail Sergeant	5	0	0	M	383	5002.82	6126.43	7.00	0.00	
68	Chief Deputy Assessor	0	1	0	F	383	5002.82	6126.43	7.00	0.00	
69	Child Support & Financial Supe	1	0	0	M	383	5002.82	6126.43	7.00	0.00	
70	Building Maintenance Superviso	1	0	0	M	386	5002.82	6126.43	7.00	0.00	
71	Investigator	1	1	0	B	399	5402.37	6617.90	7.00	0.00	
72	Maintenance Superintendent -	1	0	0	M	411	5402.37	6617.90	7.00	0.00	
73	Certified Public Health Nurse	1	6	0	F	411	5402.37	6617.90	7.00	0.00	
74	PSAP/EMS Administrator	0	1	0	F	416	5402.37	6617.90	7.00	0.00	
75	Environmental Services Supervi	0	1	0	F	425	5833.80	7146.88	7.00	0.00	
76	Transit Director	0	1	0	F	427	5833.80	7146.88	7.00	0.00	
77	Sergeant Deputy Sheriff	2	0	0	M	429	5833.80	7146.88	7.00	0.00	
78	Administrative Sergeant	1	0	0	M	429	5833.80	7146.88	7.00	0.00	
79	Probation Career Agent	1	0	0	M	430	5833.80	7146.88	7.00	0.00	
80	Social Service Supervisor	0	2	0	F	431	5833.80	7146.88	7.00	0.00	
81	Nursing Supervisor	0	2	0	F	444	5833.80	7146.88	7.00	0.00	
82	Assistant Engineer	1	0	0	M	449	5833.80	7146.88	7.00	0.00	
83	Economic Development Director	1	0	0	M	463	6300.88	7719.00	7.00	0.00	
84	Family Health Supervisor	0	1	0	F	467	6300.88	7719.00	7.00	0.00	
85	Jail Administrator	1	0	0	M	481	6300.88	7719.00	7.00	0.00	
86	Assistant County Attorney	3	0	0	M	510	6805.48	8336.15	7.00	0.00	
87	County Assessor	0	1	0	F	541	7349.47	9003.94	7.00	0.00	
88	Human Services Director	1	0	0	M	549	7349.47	9003.94	7.00	0.00	
89	Community Health Director	0	1	0	F	550	7349.47	9003.94	7.00	0.00	
90	Probation Director	1	0	0	M	560	7349.47	9003.94	7.00	0.00	
91	Chief Deputy Sheriff	1	0	0	M	563	7349.47	9003.94	7.00	0.00	
92	Information Systems Director	0	1	0	F	600	7936.60	9722.38	7.00	0.00	
93	County Coordinator	0	1	0	F	631	8572.50	10500.85	7.00	0.00	
94	County Public Works Director	1	0	0	M	658	8572.50	10500.85	7.00	0.00	

Job Number Count: 94

Agenda Item #7

July 19, 2022

REQUEST FOR BOARD ACTION

a. Subject: Request for Letter of Support for	b. Origination: Benton County/Hwy 23 Coalition
c. Estimated time: 5 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Approve a letter of support to MnDOT for a study to look at expanding TH23 to four lanes between Foley and Mora.

f. Background:

Kanabec County was asked by Jake Bauerly, a member of the TH 23 Coalition Board (and a former Benton County Commissioner) to request letters of support from counties for a TH 23 study. The study will look at expanding TH 23 to four lanes between Foley and Mora.

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:



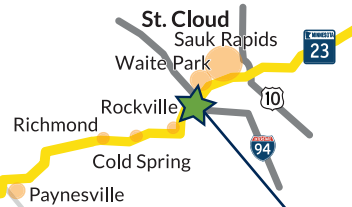
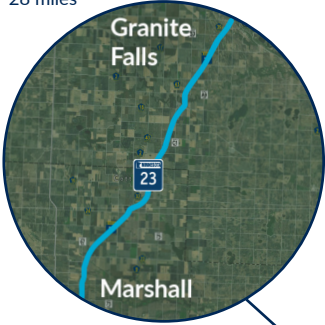
4 LANES FOR YOU!

Highway 23 Corridor 2023 Projects

4-Lane Feasibility Study
34 miles



4-Lane Feasibility Study
28 miles



**CSAH 9 Interchange Project
in New London**
Est. Cost \$20 - \$26 Million



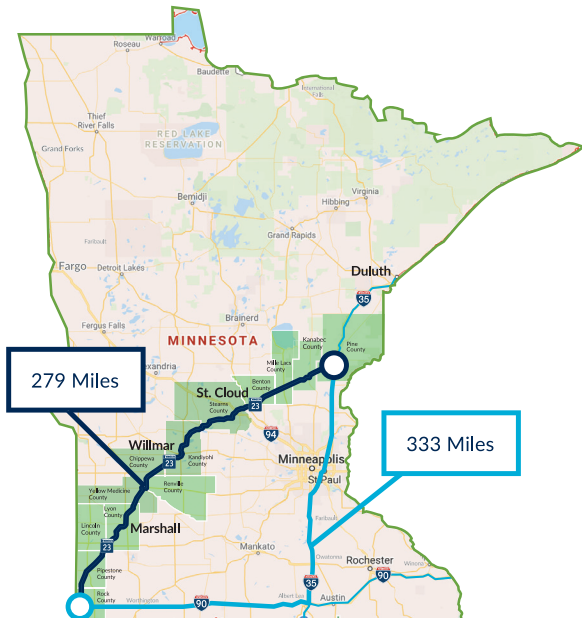
**J-Turn at Bel Clare Dr.
in Waite Park**
Est. Cost \$2 Million



**4-Lane Extension from Highway 71
to Kandiyohi County Road 5**
Est. Cost \$9.6 Million
2.5 miles

Legend

- 2023 Priority Construction Project
- 2023 Priority Feasibility Study
- 2023 Priority Corridor



About Our Members

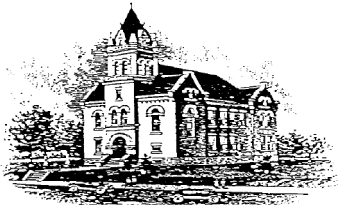
Highway 23 Coalition has 100+ members, including 62 businesses, 15 cities & 12 counties fully supporting the effort to fill the gaps in four-lane access.

www.highway23coalition.com

@HWY23coalition

Our Mission

Citizens Advocating for a 4-Lane MN Highway 23



District #1, Peter Ripka
District #2, Alison Holland
District #3, Wendy Caswell
District #4, Rick Mattson
District #5, Tom Roeschlein

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

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

January 17, 2023

Transportation District Engineer Mike Ginnaty
MNDOT District 3
7694 Industrial Park Road
Baxter, MN 56425-8096

Dear District Engineer Ginnaty:

I am writing on behalf of the Kanabec County Board of Commissioners, asking your support for a "4-Lane Feasibility Study" of Trunk Highway 23 from Foley to Mora.

Kanabec County is a member of the Highway 23 Coalition. As a member, we urge MNDOT to continue eliminating the two-lane gaps in TH 23. Our first concern is safety. The two-lane segment from Foley to Mora has numerous intersections and driveway entrances. Passing slow-moving vehicles can be very challenging with the traffic volumes. And second, a four-lane highway will help to ensure a more efficient movement of people and commerce through the corridor.

Our coalition is over 100 members strong, and counts among its membership 62 businesses, 15 cities and 12 counties along the corridor. We appreciate the support of MNDOT over the years to address the safety and mobility needs of the TH 23 Corridor. We stand ready to advocate for necessary funding as a partner with MNDOT.

Sincerely,

Rick Mattson
Board Chair

Cc: Chad Gramentz, Kanabec County Public Works Director
Jim Hartshorn, EDA Director

Agenda Item #8

January 17, 2023

REQUEST FOR BOARD ACTION

a. Subject: Resolution to Approve Collective Bargaining Agreement and Related Memorandums of Understanding with Local 49	b. Origination: Negotiation Committees
c. Estimated time: 5 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Approve the following resolution:

Resolution #___ - 1/17/23

WHEREAS the negotiating committee has presented the Board with a proposed 2023 bargaining unit agreement and related memorandums of understanding between Kanabec County and the International Union of Operating Engineers, Local 49, and

WHEREAS the Union has indicated acceptance by signature of the Union Business Agent and Stewards;

BE IT RESOLVED to approve the 2023 bargaining unit agreement and a related memorandums of understanding between Kanabec County and the International Union of Operating Engineers, Local 49;

BE IT FURTHER RESOLVED the Board Chair and Coordinator are authorized to sign said 2023 bargaining unit agreement and memorandums of understanding.

f. Background:

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

Agenda Item #9

January 17, 2023

REQUEST FOR BOARD ACTION

a. Subject: Discuss Public Comment Policy Examples for Development of Kanabec County's Policy & Procedure	b. Origination: Board of Commissioners
c. Estimated time: 10 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Review and discuss policy examples from other counties. Provide input to the policy development team.

f. Background:

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

OTTER TAIL COUNTY - MINNESOTA

OPEN FORUM POLICY

- The open forum is an opportunity to address the Otter Tail County Board of Commissioners regarding a county business item.
- Anyone wishing to address the Board on issues may submit a request through the Otter Tail County website. Submissions must be made by noon on the Monday prior to the Board's Regular Meeting. The request must include the participant's name, address and a brief detailed statement of the comment or issue to be addressed.
- The open forum will be held from 8:15 a.m. to 8:30 p.m. the day of the scheduled meeting. Requests to participate in the Open Forum will be on a first come, first served basis. The Chair may limit the number of individual presentations on any issue to accommodate time set aside for the open forum session.
- When addressing the board, the speaker must stand at the podium and direct comments to the Board, beginning by stating their name.
- Speakers will have a maximum of three minutes to address the Board.
- Open forum comments may be limited if they become redundant, repetitive, irrelevant, argumentative, disrespectful, disparaging, harassing, abusive, discriminatory, or do not relate to official county business. Participants shall conduct themselves in a professional, courteous manner and refrain from the use of profanity.
- Campaign-type presentations are not allowed.
- County Board members will not engage in dialogue with speakers and may refer the issue to staff if necessary.
- Materials or handouts submitted are public information.

HUBBARD COUNTY:

Rules for Public Input:

Members of the audience are encouraged to be heard during the public input portion of the meeting and/or prior to Board discussion of the agenda item. Citizens shall state their name and address for the record at the beginning of their public comment. Participants will be allowed three (3) minutes for their presentation unless the time limit is waived by a Board majority. When there are a large number of speakers to be heard, the Board may shorten this time. Any speaker can yield his/her time to another speaker. The Chair may restrict or limit the time allotted to a person whose remarks are repetitive or are not germane to the matter under consideration by Board. Interruption or other interference with the orderly conduct of the Board of Commissioners cannot be allowed. Defamatory, abusive remarks or insulting comments and threats of violence are always out of order. The presiding officer (Chair) may terminate the speaker's privilege of address if, after being called to order, the speaker persists in improper conduct or remarks. Consequences for failure to comply can include ejection from the meeting.

At a public meeting of the Board, no person shall orally initiate charges or complaints against individual employees of the County (due to laws governing data practices) or debate any subjects under jurisdiction of the Courts. All such charges, if presented to the Board directly, shall be referred to the County Administrator's Office for investigation and report.

**ISANTI COUNTY BOARD OF COMMISSIONERS
RULES AND PROCEDURES
FOR THE PUBLIC COMMENT SESSION OF REGULAR BOARD MEETINGS**

PURPOSE

The purpose of these rules is to set a standard of conduct and to guide the Board and the citizens we serve in the processing of the meeting's agenda.

RULES OF CONDUCT

1. A Public Comment session shall be held at regular Isanti County Board Meetings.
2. The Public Comment session shall be on the regular County Board Meeting Agenda and shall be placed after the Pledge of Allegiance and before the business part of the meeting.
3. The Public Comment session shall be limited in time to no more than 10 minutes.
4. Each speaker during the Public Comment session shall be limited to 2 minutes. Speaker handouts are public information. The County may make copies of such handouts for the public, if needed.
5. Each speaker shall only speak once during the Public Comment session.
6. Each speaker must be recognized by the Chair before speaking.
7. Public comment during the Public Comment session shall be comment only. The public and commissioners can not engage in a debate. Questions from commissioners shall be limited to points of clarification. The Board Chair may limit the discussion if necessary to maintain order and adherence to these rules.
8. The Board Chair reserves the right to limit an individual's presentation if redundant, repetitive, overly argumentative, or is not relevant to an issue that is part of Isanti County's responsibilities. Personal attacks, threats of violence, or use of the Board meeting as a forum for politics or campaign-type presentations shall not be allowed.
9. Sufficient warnings may be given by the Chair at any time during the remarks and, in the event that any individual shall violate the rules of decorum set forth, the Chair may then cut off comment. Any person who violates the rules of decorum may be removed from the meeting at the direction of the Chair.
10. A personnel complaint against an individual County employee may not be heard initially at a Board meeting. Personnel complaints may be submitted to the Board in writing through the County Administrator's office. Complaints regarding the County Administrator may not be heard initially at the Board meeting, but must be submitted in writing to the County Board Chair.

11. There shall be a copy of these Public Comment Session Rules and Procedures provided with every regular County Board meeting agenda.
12. All comments are to be directed to the Board of Commissioners and not to members of the audience.
13. Speakers shall register their names and addresses on the sign-in sheet.
14. The County Board will not act on issues initially raised by a member of the public.
Generally, the matter will be referred to county staff to research and possibly resolve.
15. The Board Chair has the responsibility to ensure these rules are followed, but also has the discretion to vary from them.