



Kanabec County Board of Commissioners

Regular Meeting Agenda

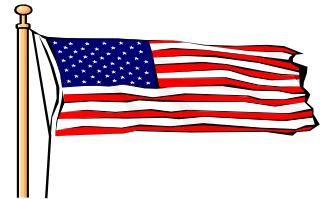
April 2, 2024 9:00am

- The public may join the meeting via WebEx or in-person in 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: 2498 134 0679



Video Meeting link:

<https://kanabeccounty.webex.com/kanabeccounty/j.php?MTID=m6db30016a9ca8bb45f8483ec0f6a7c53>

Meeting number: 2498 134 0679

Password: svA2sHx2pA7 (78227492 from video systems)

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

Please use the Maple Ave entrance and parking lot.

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

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

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

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: 2498 134 0679

9:20am Recess County Board to a time immediately following the Community Health Board.
 Community Health Board

9:40am Barbara McFadden, County Attorney- Request to pay tax court order (RHTC case)

9:45am Kim Christenson, HR Specialist- Request to sell the 2002 Dodge Caravan

9:50am Kris McNally, Coordinator on behalf of Denise Snyder, Auditor/Treasurer – Request to fill a vacancy due to an upcoming retirement (Deputy Auditor- Finance)

9:55am Kris McNally, Coordinator on behalf of the Sheriff's Office-
 Personnel requests:
 a. Fill one full-time Investigator vacancy due to an internal promotion

- b. Fill two full-time Correctional Officers/Dispatcher vacancies due to one retirement and one resignation
- c. Hire an experienced Deputy above a Step A

10:05am Tyler Kroschel, County Surveyor- Request to apply for a grant to re-establish section corners in Kanabec County

10:15am Chad Gramentz, Public Works

Other business to be conducted as time is available:

1. Minutes- March 19, 2024
2. Paid Bills
3. Regular Bills- Revenue Fund
4. Regular Bills- Road & Bridge Fund
5. Request for approval of a resolution to approve the amended master agreement with Trimin Systems, Inc.
6. Discuss schedule for 2025 budget preparation
7. Discuss web page updates and pictures
8. Committee Appointments (continued)
9. SCORE Claims - February
10. Commissioner reports
11. Future agenda items
12. CLOSED SESSION: Consideration of real estate transaction (parking lot(s))- (This portion of the meeting may be closed pursuant to Minnesota Statute 13d.05 subdivision 3.c.)
13. CLOSED SESSION: Security recommendations at the Courthouse- (This portion of the meeting may be closed pursuant to Minnesota Statute §13D.05 subdivision 3.d.)
14. Discuss any other matters that may come before the County Board
15. Adjourn

Kanabec County Community Health Board
AGENDA
Tuesday, April 2, 2024
9:20 a.m.

1. Call meeting to order
2. Agenda Approval page 1
3. Presentation: Ashley B., Family Health Supervisor page 2
4. Director's Report page 3
 - Staffing – HHA; Nurse, Admin Asst.
 - Statewide Community Health Services Advisory Committee Update (notes attached) page 4-10
 - Foundational Public Health Update page 11
5. PHEP Concurrence Letter page 12
 - Action Requested
 - See resolution page 13-14
6. Strong Foundations Grant – Marketing and Media proposals page 15-25
 - Action requested page 26-27
 - The Brink Collective and Wildflower Media page 28
 - Juettner Marketing
 - See attached information and resolution page 29-53
7. TriWest Contract page 54
 - Action Requested
 - See attached resolution page 55
8. Home Health Aide Discussion
9. Financial Reports page 56-57
 - see attached page 58-59
 - Trial Balance
 - Feb 2024 Financial Report
10. Abstract Approval page 60-68
 - Action Requested
 - See attached Abstract and Vendor List
11. Other Business
12. Adjourn

Prepared by: Ashley Berg, Family Health Supervisor

MECSH (Maternal Early Childhood Sustained Home-Visiting)

MECSH is a high-quality, evidence-based home-visiting program designed for families that are currently pregnant and/or up to 6-8 weeks post-discharge from the hospital. Families will receive approximately 25-30 visits, which will conclude when the child turns the age of two. The program is designed for families at risk for poor maternal health, poor child health, or poor developmental outcomes with socio-economic disadvantage.

The nurse will provide support throughout the pregnancy, focusing on the mother's psychosocial and living situation, supporting the health and development of the family (including older children), providing opportunities for education, and clarifying and reinforcing antenatal care. Guided by a strengths-based approach, the nurse will support the mother and family to enhance their coping and problem-solving skills and ability to mobilize resources. Home visitors will guide new parents in developing healthy and successful parenting skills while promoting social, emotional, and physical development. Referrals to community agencies can be made throughout the program. The nurses will support families in learning the skills needed to build capacity and utilize resources appropriately to adapt and self-manage in their parenting journey.

Families must be at or below the 200% poverty level or on a Minnesota Health Care Program to qualify. Priority is placed on enrolling families prenatally. However, they can be enrolled eight weeks post-hospital discharge. If an infant is in the NICU for three months and finally goes home, we can enroll them up to 8 weeks later.

Universal Baby Visits

Each baby born to a family living in Kanabec County is offered a Universal Baby Visit from a Kanabec County Family Health Nurse. Our nurses offer an in-home visit for both parents and babies. The baby's weight and measurements and the mom's postpartum journey will be assessed, and any concerns will be discussed. Generally, the visit occurs when the baby is between 4-6 weeks of age, but it can be offered sooner.

Temporary Assistance for Needy Families (TANF) and Maternal Child Health (MCH)

Our short-term home visiting program allows families in all stages of development to enroll and receive support and guidance from our family health nurses. We strive to connect them with resources and help them reach new goals. Families with children who have medical conditions can also receive support from our nurses.

Kanabec County offers the Follow Along Program (FAP). This program helps track a child's development and inform the parent if they are playing, talking, growing, moving, and behaving like other children the same age. Questionnaires are sent to caregivers of children at 4, 8, 12, 16, 20, 24, 30, and 36 months old. The questionnaire asks how the child grows, plays, talks, moves, and acts. Handouts with fun activities are sent out with the results. Parents will be informed of any concerns, and the nurse will contact them to discuss further evaluation or early help services.

Kanabec County Community Health/Timber Trails
Director's Report
April 2024

Staffing (Public Health):

Home Health Aide – we continue to look for part-time, intermittent HHA's.

Public Health Nurse – the new Nurse will start on April 8, 2024

Administrative Assistant – Interviews were conducted, and an offer extended and accepted. The new staff person will start on April 8, 2024.

Statewide Community Health Services Advisory Committee Update – The first quarterly meeting of the year was held on March 8, 2024. I have provided the notes from the meeting.

Foundational Public Health Updates: As I have had time, I have been continuing to work on a plan to build capacity the foundational areas of work. I am currently working on writing two job descriptions with the goal of finishing these and sending them to HR by mid-April.

Meeting Notes: State Community Health Services Advisory Committee (SCHSAC)

March 8, 2024 | 10:00 a.m. to 2:30 p.m.

Hybrid | Wilder Center, St. Paul & Webex

Action items

- Watch for email requesting approval of Foundational Public Health Responsibilities (FPHR) Definitions Workgroup in April. If you have questions or comments, please reach out to your [Executive Committee representative](#) as directed in the email.
- Sign up to subscribe to the Joint Leadership Team newsletter, visit: [Subscribe: Updates from the Joint Leadership Team](#).
- Plan to attend upcoming Meetings:
 - Optional: Coffee, Conversation & Consideration: Transportation and Public Health: April 11, 2024, at 8:00 a.m. Virtual.
 - **The next SCHSAC Meeting is Thursday, June 13, 2024**, from 10:00 a.m. to 2:30 p.m. This is a hybrid meeting with the in-person portion held at the MDH offices in St. Paul.

Community health boards present

Aitkin-Itasca-Koochiching; Anoka; Beltrami; Brown-Nicollet; Carver; Cass; Countryside; Dakota; Des Moines Valley; Dodge-Steele; Edina; Faribault-Martin; Fillmore-Houston; Freeborn; Goodhue; Hennepin; Horizon; Isanti; Kanabec; Kandiyohi-Renville; Le Sueur-Waseca; Meeker-McLeod-Sibley; Mille Lacs; Minneapolis; Morrison-Todd-Wadena; Mower; Nobles; North Country; Olmsted; Pine; Polk-Norman-Mahnomen; Quin; Rice; Richfield; Saint Paul-Ramsey; Scott; Sherburne; Southwest Health and Human Services; Stearns; Wabasha; Watonwan; Winona; Wright.

Approval of consent agenda

Consent agenda:

Approval of March 8, 2024, meeting agenda

Approval of December 6, 2023, meeting notes

Motion to approve by Steve Gardner (Kandiyohi-Renville), seconded by Bill Groskreutz (Faribault-Martin). Motion carried.

Chair's remarks

Tarryl Clark, SCHSAC Chair

Chair Clark thanked the members of the SCHSAC Retreat Planning Committee: Lisa Fobbe, Sheila Kiscaden, Michelle Clasen, Lisa Brodsky, Denise Daniels and Amy Bowles who have volunteered to serve with Vice Chair De Malterer and herself. If anyone is interested in joining the Committee, they can contact Chair Clark or MDH staff Deanna White. The schedule of meetings has been truncated to make it more accessible for those who serve. The Retreat will continue to be focused on system transformation.

Commissioner's remarks

Dr. Brooke Cunningham, MDH Commissioner

- Introduced new leadership at MDH: Deputy Commissioner Wendy Underwood, Assistant Commissioner for Health Systems Carol Backstrom, and Interim Commissioner for Health Protection Myra Kunas.
- The Commissioner and others recently attended National Association of County and City Health Officials (NACCHO) meetings in Washington, D.C. where they had the opportunity to visit Congressional offices to advocate for continued funding for public health on the Federal level. About 60% of MDH's budget comes from Federal Funds. (About 40% of those funds are passed through to local public health.) She asks that elected officials at all levels are reach out to their Congressional delegation about the importance of public health funding.

On the Senate side, they have proposed steady funding of \$350M. On the House side, they have proposed \$100M. Without more pressure on the House to increase funding, we will face consequential cuts.

- Addressing topics that were identified by members during registration:
 - Infectious Disease Updates
 - Respiratory viral activity
 - Our COVID numbers are decreasing. ER visits and hospitalization numbers are decreasing. CDC is recommending 65+ get their next booster.
 - RSV activity also a threat for our elders and babies. This is also decreasing/stable.
 - Looking at moving towards a pan-respiratory approach. CDC recently changed isolation guidance. We are looking at MDH to align our recommendation to what CDC has put out.
 - Congenital syphilis

- In January, MDH released new guidance about testing pregnant women with congenital syphilis to test each trimester. We also need to think about how when people are tested that they get follow-up. A lot of people get positive results but no follow-up.
- Why are we seeing more cases? There was a lot of effect from the pandemic and use of resources therein. We have gone from zero cases in 2013-14 to about 29 cases now. This is significant because this is a treatable condition, preventable, and impactful for the infant and pregnancy.
- Cannabis
 - This session we are going to the Legislature for additional funding for administrative support and clarification to allow MDH to process grants and provide technical assistance to coordinate with external partners and organizations.
 - Goals are to conduct a statewide youth education program that focuses on giving money to youth-focused organizations to conduct the work and to conduct an educational media campaign targeting pregnant and breastfeeding women.
 - We will want to collect information about the impact of aforementioned programs. Part of the data collection that we need to do is around trends that we might see in hospitalizations related to cannabis-related poisoning or toxicity. We plan to modify our current health surveys to collect that information.
- Water
 - EPA directed MN to address nitrate contaminants in water in eight southeast MN counties. We submitted a workplan with three phases:
 1. Outreach and education and providing alternate water
 2. Mitigation
 3. Long-term strategy about reducing nitrate concentrations
 - More information can be found online here: [MDH Response to Southeast Minnesota EPA Requests - MN Dept. of Health \(state.mn.us\)](https://state.mn.us/MDH/Response-to-Southeast-Minnesota-EPA-Requests)
- We have a website for grants that we encourage you to keep an eye on and share with partners: [Grants and Loans: Open Grant Opportunities - MN Dept. of Health \(state.mn.us\)](https://state.mn.us/MDH/Grants-and-Loans-Open-Grant-Opportunities)

Legislative outlook

Lisa Thimjon, Legislative Director, MDH

- MDH supporting two policy bills this session:
 - Vital records mini omnibus (to be introduced)
 - Ensure timely birth registration for “safe place” infants
 - Clarifying corrected, amended or replaced vital records definitions

- Eliminating “subsequent marriage”
- Allow men who have registered to request an MFAR search without needing a court order
- MDH policy Bill – SF4573 (Wiklund), waiting number in the House
 - Several provision but most interesting to SCHSAC
 - International medical graduate program expansion to include temporary refugees.
 - Nursing home informal appeal revision for federal conformity
- Chair Clark shared that it is very valuable when local commissioners and staff are talking to legislators about what it looks like on the ground in local communities. She encouraged members to share if they are talking with their legislators about public health issues.

Updates from the Joint Leadership Team

Tarryl Clark (Stearns), Chair, DeAnne Malterer (LeSueur-Waseca), Vice Chair

Chair Clark and Vice Chair Malterer shared an overview of the makeup and the work of the Joint Leadership Team including:

- Using the cost and capacity analysis to develop a baseline and develop funding formulas to support Foundational Public Health Responsibilities
- Upcoming systems assessment results that will help inform conversation about the structure of our system
- The new round of innovation projects that will inform future work
- Plans for communications and outreach to bring everyone into the conversation around public health system transformation
- The parallel process that Tribal public health is undergoing

They announced that the Joint Leadership Team for system transformation is starting a monthly newsletter in March for local public health leaders and staff, SCHSAC members, and MDH staff, to share more information about our shared vision for an updated and transformed public health system in Minnesota. The format will vary between a shorter and longer version every other month, and will include notes from Joint Leadership Team members, activity updates, and answers to frequently asked questions.

To subscribe to this newsletter, visit: [Subscribe: Updates from the Joint Leadership Team](#).

Understanding the Foundational Public Health Responsibilities – what you need to know

Kim Milbrath, MDH & Linda Kopecky, MDH

This presentation was about deepening SCHSAC's understanding of the Foundational Public Health Responsibilities, focusing on what local leaders need to know to make informed decisions about public health.

How we got here: The Center for Public Health Practice began the learning phase of how to make Minnesota's public health system work better by conducting the cost and capacity assessment. This was a huge lift for local public health, but it gave us a baseline to look at our system. Between 2017 and 2021, nothing had really changed much.

Now, we are starting to see some investments in our system. Specifically:

1. Infrastructure Fund Innovation Projects: First round of funding started in 2022. PHP is accepting applications for the second round of funding now.
2. Foundational Public Health Responsibilities Grant: Dedicated annual funding from the Minnesota legislature to carry out foundational public health responsibilities.

A dive into foundational public health responsibilities: The Joint Leadership Team chose the Foundational Public Health Responsibilities Framework as a way to organize and talk about the way we do public health work.

These foundational public health responsibilities are made up of five foundational areas and eight foundational capabilities:

- Foundational areas: "traditional," or what we typically think of when we communicate and fund public health.
- Foundational capabilities: Cross cutting skills that would be happen across all departments, areas, and programs.

Importantly, the framework does not cover roles and responsibilities. That is our (SCHSAC, local public health, and MDH) job to figure out. It also does not tell us how much or to what extent does it mean to 'be fulfilled.' Questions and comments from the audience (summarized):

- **Foundational Public Health "Responsibilities," not "services":** Why do we call them foundational public health "responsibilities" when the Public Health Accreditation Board (PHAB) framework calls them "services"? This is to move away from the idea that this work means giving direct services to individuals versus at the population level.
- **Equity:** Several members shared valuable perspectives on equity, including the need to lift equity in a specific way, that equity is unique because it needs to be both part of the process and an outcome, and that achieving health equity means different things for different communities (e.g., rural *and* BIPOC populations). Presenters emphasized that CHBs have the autonomy and authority to decide how best to approach equity in their communities.
- **Leadership and accountability:** The FPHR framework does not outline who does what. Who is leading the charge and how will we hold others accountable for their part in strengthening the

system? It will be a continuous conversation among community health boards, directors, MDH staff, and SCHSAC to figure out how roles and responsibilities pan out now and what is the best way for them to move forward in the future. We have a lot of homework to do.

- **Reporting and funding:** Will this work eventually turn into a sort of report card about each CHB that will eventually lead to funding? No. It gives us a baseline of our system on how it is operating.

Panel: Stories of foundational public health responsibilities work around Minnesota

Host: Maria Sarabia, Assistant Commissioner, MDH

Panel Members: Sarah Grosshuesch (Wright), Sarah Reese (Polk), Maggie Rothstein (Aitkin-Itasca-Koochiching), Ann Stehn (Horizon)

This panel highlighted on some community health boards of different sizes, regions, and makeup are planning to use their Foundational Public Health Responsibilities Grant funding. The goal of the panel was to share and inspire ideas for its use across the state:

- **Sarah Grosshuesch (Wright):** Wright County is creating a water lab to promote and expand access to clean water. The accredited water lab would be available for free to people who need them, e.g., foster care-licensed homes, adult and childcare facilities that are on private wells, and family home visiting clients.
- **Maggie Rothstein (Aitkin-Itasca-Koochiching):** Their CHB see data (assessment and surveillance) and communications as top needs and gaps. The CHB plans to hire one position to cover both skillsets.
- **Ann Stehn (Horizon):** Horizon does not have final decisions yet about exactly what they are doing with the funds but shared insight into how they are assessing their needs and gaps within the agency's organizational structure. They are potentially looking into growing their communications capacity and hiring planners or strategists.
- **Sarah Reese (Polk):** Sarah spoke about how her CHB is building a foundation for success. Right now, that has been spending time finding what expertise they have locally (what subject matter expertise do they have within FPHR) because she believes their workforce is the most important tool they have. They are also examining how to build skillsets internally, e.g., within their communications team. She emphasized that they don't necessarily need subject matter experts/expertise right in Polk County, but just access to them. With additional funding, they plan to increase FTE of one or both of their communications staff or add staff. They are in the process of examining how to use social media software and data analytics to see how their efforts are translating to action, e.g., around STI and Radon testing.

Three Simple Rules of the State-Local Public Health Partnership

- I. Seek First to Understand*
- II. Make Expectations Explicit*
- III. Think About the Part and the Whole*

Minnesota Department of Health
State Community Health Services Advisory Committee (SCHSAC)
651-201-3880 * health.schsac@state.mn.us * www.health.state.mn.us/schsac

Updated March 20, 2024

To obtain this information in a different format, call: 651-201-3880.

Kanabec County Community Health

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

April 2, 2024

To Whom It May Concern:

The CDC Public Health Emergency Preparedness five-year Project Period 5, July 1, 2024 – June 30, 2028, provides a detailed list of strategies and activities that state and local public health departments must accomplish during this time period. These strategies and activities are consistent with the ten principles in the newly introduced Response Readiness Framework (RRF) and the Strategies and Activities outlined in the Notice of Funding Award (NOFO).

The specific CHB Grant Duties for the five-year project period were developed through an iterative process with a work group of local public health representatives, review and discussions with the SCHSAC PHEP Oversight Work Group, and input and direction from the MDH Division of Emergency Preparedness and Response. The work groups reviewed the NOFO and the RRF as part of their discussions. The discussions also included the requirements for the Cities Readiness Initiative (CRI), tiering grant duties to align with funding levels and CHB capacity, base expectations such as attending MDH-sponsored training and responding to Health Alert Messages (HANs), and efforts to continue improving response readiness and ability to rapidly recover from incidents and events. Additionally, this year the work groups addressed aligning and complementing but not replicating work occurring with the state funded Response Sustainability Grant.

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

Kathy Burski, Director
Kanabec County Community Health

Date

Kanabec County Community Health Board # – 4/2/2024
Public Health Emergency Preparedness Concurrence Resolution

WHEREAS, the CDC Public Health Emergency Preparedness project period 5, July 1, 2024 – June 30, 2028 provides a detailed list of strategies and activities that state and local public health departments must accomplish during this time period. These strategies and activities are consistent with the ten principles in the newly introduced Response Readiness Framework (RRF) and the Strategies and Activities outlined in the Notice of Funding Award (NOFO).

WHEREAS, the specific CHB Grant Duties for the five-year project period were developed through an iterative process with a work group of local public health representatives, review and discussions with the SCHSAC PHEP Oversight Work Group, and input and direction from the MDH Division of Emergency Preparedness and Response. The work groups reviewed the NOFO and the RRF as part of their discussions. The discussions also included the requirements for the Cities Readiness Initiative (CRI), tiering grant duties to align with funding levels and CHB capacity, base expectations such as attending MDH-sponsored training and responding to Health Alert Messages (HANs), and efforts to continue improving response readiness and ability to rapidly recover from incidents and events. Additionally, this year the work groups addressed aligning and complementing but not replicating work occurring with the state funded Response Sustainability Grant.

THEREFORE BE IT RESOLVED the Kanabec County Community Health Board concurs with the general approach to public health emergency preparedness as outlined by the Minnesota Department of Health for the 2024-28 budget period.

Social Media Campaign Bids:

-Media Minefield (Minnetonka): Unable to fulfill bid request due to location and inability to perform videography/photography

-Social Nicole SN:D (Minneapolis): Unable to fulfill all parts of the bid request for the \$34,000 available. Only able to provide digital marketing assistance and graphic design. They can create home-visit (MECSH) social media campaigns, and messaging/materials (including 4-6 templates for social media posts, 1-page info sheet, 1 poster, 1QR code, printing not included). Will provide up to 4 months full service 360° + 2 months QA for handoff - This means they would do all the postproduction, media production, management, metrics, etc. for 4 months. They are unable to provide photography/videography, brochures, flyers, business cards, email campaigns or web updates.

-Juettner Marketing (Mora): Able to perform all requests set forth by the bid but only if Kanabec County Family Health can develop and maintain a new family health website for the \$34,000 available. Her request is to have an active site rather than static because of the outreach and social engagement that is to be generated. She uses WordPress, for its ability to post news (blog), updates, stories, embedded video, and it has apps (plugins) to connect to social media and link that traffic back to the site where they can also learn about everything you have to share. A detailed plan will be provided to include SMART details for meetings, planning, strategy, coordination, scheduling, tone, branding, and coordination of all media, timelines & goals. Graphic design, QR codes for web, digital, social accounts, brochures, cards, and other printed material for consistent image and branding. Engage audience, promote evidence based Maternity Early Childhood Sustained Home-visiting (MECSH) model to selected demographic with educational, soft, inviting, stigma reducing material encouraging early participation in healthy baby methods. Develop organic reach with partner engagement and local following on social media platforms, Facebook, Instagram, Pinterest, Google. Current web content is hosted within the Kanabec County website. She would be unable to develop the tools needed to encourage engagement with the audience we are planning to reach with video storytelling, short clips, auto posting to social media, contact forms, etc. built-in ADA compliance, stats, etc. For ongoing outreach and sustainability, she will build a website specific to this endeavor and for expansion into the future. Web enhancements include stats, security, blog posting by mail, ADA compliance, back-ups, forms, video, auto post to social, Google Translate Spanish, photo sliders, MailChimp newsletter. Some print material will be included, in addition to providing possible billboard advertising and photography/videography.

- The Brink Collective/Wildflower Media Ventures (Hinckley/Pine City): To tackle the identified challenges, our proposal focuses on a comprehensive marketing and outreach strategy. We will develop a robust social media plan, creating compelling messages, engaging graphic designs, and impactful video storytelling. A targeted approach during local community events will draw attention, while new outreach materials such as visually appealing posters, brochures with QR codes for easy application, and strategically boosted social media posts will enhance visibility. Capturing the human element through a photographed team will personalize outreach. Creative methods to reach the pregnant population will be explored, and the website will undergo enhancements for a seamless user experience, complemented by tools to measure success. All deliverables will adhere to the current American Disability Act (ADA) standards. Social Media marketing will have allocated a total of 125 hours for the entire social media marketing initiative, encompassing the development of a social content calendar, creation of social graphics, and the management of paid social advertising. Web updates include allocation of 30 hours of time for website updates that would include an audit of current website and feedback provided for suggested updates. Updates to the site could include additional links for social media, backlinks to articles that are relevant to Kanabec County Community Health or simply just a refresh of content and graphics on the site. They have allotted 150 hours in the development of additional and updated assets for Kanabec of which include: brochures, flyers, business cards, posters, email campaigns, digital adds, and photography/videography.

Activities	Vendors			
	Media Minefield	Social Nicole	Juettner Marketing	The Brink Collective / Wildflower Media Ventures
Social Media Marketing		X	X	X
Brand/Message Development		X	X	X
Graphic Design		X	X	X
Videography			X	X
Photography			X	X
Development & Production of outreach materials (including printing)			X	X
Posters			X	X
Brochures with QR Codes		X	X	X
Billboards			X	X
Web Enhancements		X	X**	X
Ability to track measure success			X	X
Ability to complete all activities within budget presented			X	X

****Requests new dynamic web site**

Conclusion and Recommendation: Based on the different services offered by each of the organizations who presented a proposal, it is the request of the family health team to contract with The Brink Collective/Wildflower Media Ventures. This organization is able to meet all of the requests established in the original bidding process and meet the deliverables of the grant funding that will be covering the expenses. They also are not basing the work on the need for the Agency to develop and maintain a new website for the Family Health work to link. Juettner Marketing is making this request as she uses WordPress and it does not work well with the County website.

BRINK
COLLECTIVE



Marketing Plan Proposal: Kanabec County Community Health

Enhancing Community Health through Comprehensive Marketing and Outreach

From: Laura Honerbrink
The Brink Collective
Laura Berg
Wildflower Media Ventures

To: Ashley Berg, PHN, RN
Family Health Supervisor
Kanabec County Community Health

Date: 1/18/2024

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Kanabec County Community Health,

Marketing is all about connecting the right message with the right audience at the right time. And the end goal? Driving profitable customer action.

That's what we do best. We're passionate about supporting initiatives that make a positive impact on community health. Recognizing the significance of your work, we propose a collaborative effort to build a sustainable marketing plan aimed at raising awareness and increasing enrollment for Kanabec County Community Health.

This proposal outlines our strategy to accomplish this objective. From assessment to resolution, we're here to help you create this sustainable marketing plan.

Thank you for your dedication to the well-being of our community. We are eager to embark on this journey together.

Sincerely,

Laura Honerbrink
The Brink Collective

Laura Berg
WildFlower Ventures

Solution

Project Background

Kanabec County Community Health's Family Health unit, specializing in Maternal Early Childhood Sustained Home-visiting (MECSH), has historically demonstrated success in rural Mora, Minnesota. However, post-pandemic, there has been a notable decline in home-visiting acceptance, potentially attributed to insufficient outreach and a diminishing social media presence. Despite a high retention rate in the evidence-based home-visiting model (EBHV), the challenge lies in overcoming barriers such as public health distrust and changing communication preferences. To address these concerns, Kanabec County Community Health is seeking proposals to enhance their marketing strategies and community engagement efforts, ensuring broader acceptance and improved outcomes.

Proposed Solution

To tackle the identified challenges, our proposal focuses on a comprehensive marketing and outreach strategy. We will develop a robust social media plan, creating compelling messages, engaging graphic designs, and impactful video storytelling. A targeted approach during local community events will draw attention, while new outreach materials such as visually appealing posters, brochures with QR codes for easy application, and strategically boosted social media posts will enhance visibility. Capturing the human element through a photographed team will personalize outreach. Creative methods to reach the pregnant population will be explored, and the website will undergo enhancements for a seamless user experience, complemented by tools to measure success. All deliverables will adhere to the current American Disability Act (ADA) standards.

Scope of Work

The proposed scope of work includes a comprehensive analysis of the current marketing landscape, followed by the development of a tailored social media strategy, including relevant SMART goals that will be developed. This will encompass message creation, graphic design, and the production of compelling video content. Engagement during local events will involve strategic planning to ensure maximum participation. New outreach materials, including posters and brochures, will be designed and provided. The team will be photographed for personalized outreach, and creative methods to reach the pregnant population will be explored. The website will undergo enhancements for improved accessibility and user experience. A tracking and measurement system will be implemented to assess the success of the proposed strategies.

Service Details

This page provides further details regarding the services mentioned throughout this proposal. Estimated hours per service are also provided, but it's important to note that these estimates are all based on our experience and may be subject to adjustments as the project progresses but will not exceed the project total investment.

Social Media Marketing

We have allocated a total of 125 hours for the entire social media marketing initiative, encompassing the development of a social content calendar, creation of social graphics, and the management of paid social advertising.

Content Calendar: A social content calendar arranges and outlines a schedule for social posts. While some organizations prefer a month-to-month approach, we find it beneficial to have a calendar planned out a couple of months in advance, allowing flexibility to incorporate additional content as needed. This approach aids in maintaining social organization.

Here is an example found online to give you a visual of what one could resemble:

	Monday	Tuesday	Wednesday	Thursday	Friday
Facebook	Post link to content from your blog with short update	Share community content	Post an interesting question to the community	Create an original image-based post	Share humorous fun content (cartoon, meme, video, etc.)
		Share a promotional item, special offer, freebie.			Remind people to join your mailing list and the benefits they get if they do.
Google Plus	Share community content	Write a 300-word original piece about a recent development in your industry.	Share community content	Post link to content from your blog with short update.	Post humorous fun content (cartoon, meme, video, etc.)
			Share a promotional item, special offer, freebie.		
Pinterest	Pin community content on your company boards	Set up a new themed board under your company Pinterest account	Pin your own blog or ecommerce content on your company boards	Pin community content on your company boards	Pin your own blog or ecommerce content on your company boards
Twitter	Retweet community content	Compose tweet linking to content from your blog	Compose tweet linking to content from your blog using an image, or link to community content	Compose tweet linking to content from your blog or the community	Retweet community content
	Share a promotional item, special offer, freebie.	Remind people to join your mailing list and the benefits they get if they do.		#ThrowbackThursday - Participate by sharing old personal photos, old fashion trends, old technology, etc. from years gone by for engagement."	#FF Follow Friday - Participate by thanking new followers in a tweet they're tagged in."

We envision utilizing a collaborative platform such as Google Drive. This way, we can have a shared document for collaborative work, enabling me to develop, execute, and provide support throughout the course of this project while allowing you to maintain access for future use.

Social Graphics: This refers to the design assets, including photos, used within your social posts. Our objective is to incorporate organic photos into the mix once we can schedule photography shoots.

Additionally, we can inject creativity into organic posts, like modifying this post: <https://www.facebook.com/photo?fbid=692882179623172&set=a.265398142371580>, by selecting a WIC recipe and showcasing the step-by-step process of making it. We've successfully implemented this approach with other clients, capturing photos and videos preparing wild rice soup and creating a video highlight. Given that social algorithms favor video content, this strategy enhances the visual appeal of your content while adding an authentic touch.

Paid Social Advertising: Utilizing paid social content expands the visibility of your social posts to a broader demographic.

An example of a paid social post could involve promoting your upcoming events, as demonstrated here:

*<https://www.facebook.com/photo/?fbid=345675104883333&set=a.124256947025151>
We have the flexibility to customize the social demographic, targeting specific age ranges, locations, genders, etc., to reach individuals who may not currently follow your Social accounts. This presents an opportunity to enhance event visibility, particularly beneficial if past events have experienced low enrollment.*

Web Updates

We have allocated 30 hours of time for website updates that would include an audit of current website and feedback provided for suggested updates.

Updates to the site could include additional links for social media, backlinks to articles that are relevant to Kanabec County Community Health or simply just a refresh of content and graphics on the site.

Marketing Collateral

We have allotted 150 hours in the development of additional and updated assets for Kanabec County Community Health.

Marketing Collateral: This refers to a collection of materials or assets that will be provided to Kanabec County Community Health for use to promote its services and communicate with its target audience. The specific items included in marketing collateral can vary depending on the strategy and results that are desired. Here are some common items that can be included in marketing collateral:

- **Brochures:** digital documents that provide detailed information about services and the service provider. They often include images, text, and contact information.
- **Flyers:** single-page digital documents designed quickly to convey key information. They are often used for events, promotions, or announcements.
- **Business Cards:** Small cards that contain contact information typically for individuals within the company but often have general organization information instead to hand out at events or meetings.
- **Posters:** Large-format digital files ready for printing for promotional purposes. They can be displayed in various locations to gain attention.
- **Email Campaigns:** Series of emails designed to promote services or share news. They often include visually appealing designs and compelling copy.
- **Digital Ads:** Online advertisements in various formats and sizing for use in promoting the organization on other websites.
- **Photography/Videography:** While the planning and actual shooting of these are listed as a separate service, the editing would fall within the marketing collateral. This would include but not limited to any photo corrections needed, filtering added to imagery or the editing of video content to create short videos for use on social media or within other campaigns such as emails or for use on the website.

The specific mix of marketing collateral will depend on what is desired and deemed necessary once the project were to begin. Collaborative efforts will be key in establishing a sustainable library of marketing materials.

Photography/Videography

We estimate around 35 hours to be dedicated for photography and videography services. This could include but not limited to the planning and shooting of photos and videos.

Investment

Here is the budget allocation outline for the comprehensive marketing strategy, ensuring optimal utilization of resources for effective social media marketing, website updates, marketing collateral, and photography/videography services.

Service	Investment
Social Media Marketing <i>This includes a content strategy calendar with best practices for posting on the different platforms as well as the graphics and content to post. New platforms might be started to gain the best traction for the community.</i> <ul style="list-style-type: none"> • Content Calendar • LinkedIn • Social Graphics • Paid Social Advertising 	\$12,500*
Web Updates <i>Our web update services will include a thorough audit of current site pages. We then will provide and implement strategic updates based on the current website and access to content.</i> <ul style="list-style-type: none"> • Audit of Website • Updates to Website 	\$3,000*
Marketing Collateral <i>Digital print files will be provided of all new marketing collateral including original working files for easy edits with editing software. Printing available for an additional charge.</i> <ul style="list-style-type: none"> • Brochures • Posters 	\$15,000*
Photography/Videography <i>We will capture the essence of your team and events with our professional photography services. We'll also work with the team to elevate client testimonials through compelling videos to showcase positive experiences.</i> <ul style="list-style-type: none"> • Staff Photos • Event Photos • Client Testimonial Videos 	\$3,500*
Project Total	\$34,000

*These figures represent approximate investment amounts per each service. Once the project has started, these investment amounts may vary depending on the services but will not exceed the total bid amount of \$34,000.

Additional Services Available*

Includes but is not limited to the following services and products:

<ul style="list-style-type: none"> • Social Media Management Platform <i>Monthly plan for Sprout Social</i> • Additional Paid Social Advertising <i>Initial thoughts of between \$1-\$5/day</i> • QR Code Platform <i>Monthly plan for Beaconstac</i> • Marketing Collateral Printing <i>8.5" x 11" tri-folded brochure, Qty 500</i> <i>2.5' x 4' vinyl banner, Qty 1</i> • Merchandise Options <i>T-shirts (S-XL standard, 2XL/3XL add \$2)</i> <i>Crewneck Sweatshirts (S-XL standard, 2XL/3XL add \$2)</i> <i>Hooded Sweatshirts (S-XL standard, 2XL/3XL add \$2)</i> <i>Pricing reflects Direct to Film Application.</i> <i>(Embroidery is also available.)</i> 	<p>\$249/month</p> <p>\$30-\$150/month</p> <p>\$15/month</p> <p>\$250 \$40</p> <p>\$10/each \$20/each \$24/each</p>
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* Additional services can be provided outside the project scope of \$34,000. The services mentioned above will involve additional charges, which are to be paid upon the agreement and signing of a contract outlining the requested services.

Payment Terms

40% Deposit, 60% Upon Completion:

- **Payment 1 \$13,600:** A non-refundable deposit of 40% of the total project cost is due at the beginning of the contract.
- **Payment 2 \$20,400:** The remaining 60% is due upon the satisfactory completion of the project.

Your Project Team

Get to know the dynamic Marketing Collaboration featuring the accomplished team, the Lauras.



Laura Honerbrink

The Brink Collective

Laura Honerbrink is a seasoned marketing professional with 15+ years of experience in graphic design, marketing, web design, and photography. Based in North Branch, MN, she shares her home with her husband and their dogs.



Laura Berg

WildFlower Media Ventures

Meet Laura Berg, a mother of four from Pine City, MN, who brings a wealth of knowledge in social media marketing. With a foundation in project management and content creation, Laura demonstrates exceptional skills in navigating the dynamic landscape of social and digital marketing, positioning her as a valuable asset in the field.

Agreement

This Agreement ("Agreement") is effective on the agreed upon Start Date determined by Kanabec County Community Health ("Client") and The Brink Collective & WildFlower Media Ventures ("Service Providers").

Scope of Services

Service Provider agrees to provide marketing services to Client in accordance with the terms and conditions outlined in this Agreement. The services include the development and implementation of marketing strategies, best practices, marketing collateral, and social media content to expand outreach efforts.

Payment

Client agrees to pay for the services rendered by Service Provider using funds from the Capacity Building Grant awarded to Kanabec County Community Health. The payment terms are as follows:

- A total sum of \$34,000 will be disbursed as agreed-upon in the payment terms listed in this proposal.
- Payment to be made within 30 days of receiving invoices from The Brink Collective & WildFlower Media Ventures

Duration of Services

This Agreement shall commence on the agreed-upon Start Date and continue until December 31, 2024, or until all parties agree that the services have been completed to satisfaction.

Responsibilities of the Service Providers

Service Provider agrees to:

- Develop and present marketing strategies and best practices to clients for approval.
- Create marketing collateral and social media content as outlined in the agreed-upon plan.
- Provide regular updates on the progress of the marketing efforts.

Responsibilities of Kanabec County Community Health

Client agrees to:

- Provide necessary information, materials, and approvals required for the timely execution of these services.
- Collaborate with The Brink Collective & WildFlower Media Ventures in a timely manner to facilitate the completion of the project.

Ownership of Work

Upon completion and full payment of the agreed-upon services, any work produced by The Brink Collective & WildFlower Media Ventures, including but not limited to marketing collateral and social media content, shall become the property of Kanabec County Community Health. Members of The Brink Collective & WildFlower Media Ventures may use any work created for professional portfolio purposes.

Confidentiality

Both parties agree to keep any information confidential received from the other party during the course of this Agreement.

Termination

Either party may terminate this Agreement with written notice if the other party breaches any material term or condition of this Agreement.

Signature

Date

Signature

Date

Juettner Marketing

March 13, 2024

Ashley Berg

Kanabec County Community Health

905 Forest Avenue East, Suite 127

Mora, MN 55051

Hello Ashley,

Thank you for inviting me to submit a bid for the Kanabec County Community Health Family Services outreach project!

As we discussed, all of my work is built to fit the client's vision and goals. I try hard not to have preconceived notions of what you need. I work very collaboratively however do understand you have other work to do. You will find you can usually point me in a direction, and I will take it from there. The solution for your project will be easy to use and take very little time to manage. Included in the estimate, I would do the posting and sharing for a six month period in order to find issues, make changes and fine tune everything so it works well for your group to manage on their own. I will show you how it all works, teach you how to edit and update, and if you need help, I am always here to lend a hand.

Since I do work for other local government groups and am a member of this community, I am using my contract rate of \$75 per hour. Subcontractors for video and photos are responsible for their work and rates. As we discussed, we can also take care of those parts of the project on our own if you choose.

Together we will build a system for outreach and engagement that will fit our community and will be sustainable for your future needs. If you have any questions or need clarification, please let me know.

Thanks again,

A handwritten signature in black ink that reads "Sandy".

Sandy Juettner

Juettner Marketing

320-496-3356

Kanabec County Community Health | Family Health

Juettner Marketing

	Estimate	Est. hrs
Marketing:	\$ 4,500	60
Detailed plan will be provided to include SMART details for meetings, planning, strategy, coordination, scheduling, tone, branding, and coordination of all media, timelines & goals.		
Graphic design, QR codes for web, digital, social accounts, brochures, cards, and other printed material for consistent image and branding.		
Engage audience, promote evidence based Maternity Early Childhood Sustained Home-visiting (MECSH) model to selected demographic with educational, soft, inviting, stigma reducing material encouraging early participation in healthy baby methods.		
Social Media Marketing	\$ 2,000	27
Strategy: Develop organic reach with partner engagement and local following on social media platforms, Facebook, Instagram, Pinterest, Google.		
Implement Social Media:	\$ 2,500	33
Schedule: Monday, Wednesday, Friday - Nutrition, Education, Caring.		
Estimate includes posting May - October, testing and refining, then assisting November - December		
Website	\$ 3,000	40
Current web content is hosted within the Kanabec County website. We would be unable to develop the tools needed to encourage engage with the audience we are planning to reach with video story telling, short clips, auto posting to social media, contact forms, etc. built-in ADA compliance, stats, etc. For ongoing outreach and sustainability we will build a website specific to this endeavor and for expansion into the future.		
Web enhancements include stats, security, blog posting by mail, ADA compliance, back-ups, forms, video, auto post to social, Google Translate Spanish, photo sliders, MailChimp newsletter.		
Marketing Collateral	\$ 2,000	
Print material to include brochures, posters, rack cards, counter cards, banners, table drops, etc.		
Billboards	\$ 12,000	
1 year, 4 locations E Hwy 23, N Hwy 65, S Hwy 65, N Hwy 47		
Photography & Videography		
Videographer - educational videos and short clips for web and social	\$ 7,000	
Photographer -Events, nurse profiles, misc.	\$ 1,000	
Estimate Total	\$ 34,000	

Resolution # KCCH – 4/2/2024

Strong Foundations Capacity Building Media and Marketing Resolution

WHEREAS, Kanabec County Community Health has secured a Strong Foundations Capacity Building Grant from the MN Department of Health; and

WHEREAS, the purpose of the grant is to increase recruitment, engagement and retention of families in the family home visiting program; and

WHEREAS, grant funding was budgeted for the purpose of marketing and media work; and

WHEREAS, multiple proposals were received for the provision of social media and marketing work thru 12/31/2024; and

WHEREAS, Community Health staff have evaluated the proposals for ability meet the scope of the work, ability to work within current website constraints, ability to work within the budget of \$34,000, and through a review of sample work products; and

THEREFORE BE IT RESOLVED, the Kanabec County Community Health Board accepts proposal from The Brink Collective and Wildflower Media Ventures;

BE IT FURTHER RESOLVED to authorize Kanabec County Community Health Director to enter into an agreement for the services not to exceed \$34,000.

February 27, 2024

Dear Valued Provider,

TriWest Healthcare Alliance (TriWest), whose sole mission is to serve the health care needs of the Veteran and military communities, has partnered with Blue Cross and Blue Shield of Minnesota to deliver a high-performing network of providers to serve military members and their families in our community. Over the past decade, TriWest has been privileged to support our nation's Veterans by administering community care for the U.S. Department of Veterans Affairs (VA). With the recent award of the TRICARE (T-5) contract, TriWest is expanding its work and will be returning to serve the U.S. Department of Defense (DOD) and TRICARE beneficiaries in the new West Region, which includes your state. TriWest previously held TRICARE contracts as a partner with the DOD for 17 years, from 1996 through 2013, and is honored to return to this work.

We are writing today to ask you to join us in our mission of serving the health care needs of the military community, which includes: active duty service members, active duty family members, National Guard and Reserve members, their family members, military retirees and retiree family members, survivors, and certain former spouses. By joining our network, you can help make a difference in the lives of our nation's heroes, doing "Whatever It Takes!" to increase access to care.

As we prepare to start health care delivery on January 1, 2025, we have drafted the attached provider agreement for your review and consideration. TriWest is committed to providing a high level of service you can rely on during our journey together, where, on average, 99% of clean claims are processed in less than 10 days! We hope you will join us On a Mission to Serve® by signing the agreement and helping military families receive the care they have earned and deserve.

If you have previously served TRICARE beneficiaries, thank you. Your willingness to join us in serving this critical population gives us the ability to deliver on our nation's promise to deliver quality, convenient health care.

Thank you for responding by **signing and returning this agreement as soon as possible**. We are honored to have you team up with us. If you have any questions, please feel free to contact us at triwest.new.contract@bluecrossmn.com. For more information about the TRICARE network please visit: <https://www.triwest.com/en/provider/>.

Thank you for your consideration and willingness to serve our nation's military community as a T-5 network provider. We are humbled to embark on this most honorable journey together.

Sincerely,

TriWest Healthcare Alliance &
Blue Cross and Blue Shield of Minnesota

Attachment: TRICARE T-5 Provider Contract

ANCILLARY AGREEMENT

PARTIES

Blue Cross and Blue Shield of Minnesota, Inc., ("Network Subcontractor") and Kanabec County Community Health, on behalf of itself and hospital, ancillary providers, and individual providers to be credentialed under this Agreement hereto (collectively the "Provider"). Network Subcontractor and Provider are referred to individually herein as a Party and collectively as the Parties.

EFFECTIVE DATE

This Agreement (the "Agreement") shall be effective on the date last signed on the signature page (the "Effective Date").

RECITALS

- A. Network Subcontractor has subcontracted with TriWest Healthcare Alliance Corp. ("TriWest") to establish a provider network for TriWest in conjunction with TriWest-administered health care programs.
- B. Provider is a duly licensed and/or certified, and in good standing with, the state in which they operate, and desires to participate in Network Subcontractor's network for TriWest-administered health care programs.

Therefore, the Parties agree as follows:

AGREEMENT

I. DEFINITIONS

Authorization, Preauthorization or Prior Authorization – Approval for requested services, procedures or admission that is required to be obtained prior to services being rendered.

Beneficiary – Any person eligible to receive Covered Services under the rules, regulations, policies and instructions of an applicable health care Program.

Clean Claim – A claim that contains all the required data elements necessary for adjudication without requesting supplemental information from the submitter.

Copayments - Deductibles, copayments and/or cost sharing amounts payable by a Beneficiary pursuant to the rules, regulations, policies and instructions of an applicable health care Program.

Covered Services - Services, items and supplies for which benefits are available in accordance with the rules, regulations, policies and instructions of an applicable health care Program.

Electronic Data Interchange (EDI) - The transfer of claims data in a standard electronic format.

Medically Necessary (Medical Necessity) - The appropriate and necessary treatment of the

patient's condition, illness or injury emphasizing accepted standards of medical practice and applicable policy over cost or resource considerations.

Network Provider (Provider) - A provider who has contracted to render Covered Services under an applicable health care Program and any professional provider employed by the contracting provider or billing for services under the contracting provider's Tax Identification Number (TIN).

Program – Any health care program administered by TriWest that is made part of this Agreement through the methods described in Section V of this Agreement.

Provider Handbook – A Program-specific set of comprehensive written guidelines, instructions, rules, policies and procedures as established and published by TriWest for participating Providers, as may be amended from time to time by TriWest in accordance with the provisions of this Agreement.

Reimbursement Rates - The rates set forth in Exhibit(s) applicable to a TriWest-administered health care program, which shall not exceed the amount payable by the health care program.

TriWest - TriWest Healthcare Alliance Corp. and, as applicable, its subcontractors.

II. TERM; TERMINATION

- A. Term - This Agreement shall commence upon the Effective Date and continue for an initial two year term. Thereafter, both Parties agree that the term of this Agreement shall automatically be extended for one-year periods unless terminated by either Party as permitted by this Agreement.
- B. Individual Provider Term – This Agreement shall become effective as to an Individual Provider's participation in the Program upon Individual Provider being fully credentialed by TriWest, but no sooner than the Effective Date.
- C. Termination without Cause - Either Party may terminate this Agreement at any time without cause upon at least ninety (90) days' prior written notice to the other Party. Participation of any individual Provider credentialed under this Agreement shall be automatically terminated on the date of disaffiliation of the individual Provider from Provider. Provider shall give TriWest at least ninety (90) days' prior written notice of the individual Provider's disaffiliation with Provider. An individual Provider terminating its participation shall not terminate this Agreement for the remaining Providers credentialed under this Agreement.
- D. Immediate Termination - Network Subcontractor shall have the right to immediately terminate this Agreement or a Provider's participation in a TriWest-administered Program upon written notice to Provider upon the occurrence of any of the events listed in the applicable Provider Handbook, including but not limited to loss of state or federal license, substandard liability insurance, non-compliance/falsification on credentialing application, or Provider is arrested on felony charges. Termination of an individual Provider pursuant to this Section II.D. will not terminate this Agreement for the remaining Providers credentialed under this Agreement. TriWest shall have the right to

immediately terminate this Agreement or a Provider's participation in a TriWest-administered Program upon written notice to Provider upon the occurrence of any of the events listed in the applicable Provider Handbook, including but not limited to loss of state or federal license, substandard liability insurance, non-compliance/falsification on credentialing application, or Provider is arrested on felony charges. Termination of an individual Provider pursuant to this Section II.D. will not terminate this Agreement for the remaining Providers credentialed under this Agreement.

- E. Material Breach - Either Party may terminate this Agreement for any material breach of this Agreement by the other Party, but only if that breach is not cured within thirty (30) days after written notice to the breaching Party.
- F. After termination of this Agreement, Provider shall notify any Beneficiaries that Provider is no longer a Network Provider and Provider shall cooperate with TriWest to ensure a smooth transition for Beneficiaries from Provider to another Network Provider.
- G. Services Upon Termination - Upon termination of this Agreement, Provider shall continue to provide Covered Services for specific conditions for which a Beneficiary was under a Provider's care at the time of such termination so long as the Beneficiary retains eligibility, until the earlier of (1) completion of such services or (2) the assumption of such treatment by another Provider. Compensation for continued services authorized by TriWest shall be reimbursed at the amount allowed by the applicable health care Program's policy and Federal law.

III. PROVIDER'S RESPONSIBILITIES

- A. Provider agrees to treat Beneficiaries according to the terms and conditions of this Agreement and the terms and conditions set forth in the applicable Provider Handbook, as amended from time to time, and in accordance with all applicable laws, rules and regulations pertaining to the applicable program. Provider shall accept the terms of reimbursement and Reimbursement Rates set forth in the applicable exhibit as payment in full for Covered Services. This paragraph shall survive the termination of this Agreement.
- B. Provider agrees to be bound by, and comply with, the Provider Handbook applicable to each Program under which Provider provides Covered Services to a Beneficiary. The Provider Handbook can be found on the TriWest Provider Portal. The Provider Handbook may be amended from time to time by TriWest, provided that TriWest or Network Subcontractor will provide electronic or written notice to Provider of any material changes to a Provider Handbook no fewer than thirty (30) days prior to the effective date of any change. Such notice may be provided through a posting by TriWest or its designee on the TriWest Provider Portal or by any other method reasonably calculated to make the Provider aware of the amendment.
- C. Provider shall collect applicable Copayments from Beneficiaries. Provider may not bill Beneficiaries for any service that is not a Covered Service or disallowed. Except for applicable Copayments, Provider agrees that in no event (including, but not limited to, nonpayment, or breach of this Agreement by TriWest or Network Subcontractor, or TriWest's or Network Subcontractor's insolvency) shall Provider bill or collect for

Covered Services from a Beneficiary. This provision shall survive termination of this Agreement. Provider shall not require payment from a Beneficiary for any excluded or excludable service and/or non-Covered Service that the Beneficiary received unless the Beneficiary has been properly informed that the services are excludable and/or not Covered Services and has agreed in advance of receiving the services, in writing, to pay for such services. The writing must be specific as to the details of the excluded or non-Covered Service. General agreements to pay, such as those signed by the Beneficiary at the time of service, are not sufficient to establish that the Beneficiary knew specific services were excluded or excludable or that the Beneficiary agreed to pay. This provision shall survive termination of this Agreement.

- D. All claims shall be submitted electronically pursuant to the claims submission rules and procedures found in the applicable Provider Handbook.
- E. Provider shall comply with all applicable federal, state and local laws, including but not limited to, confidentiality and security of Beneficiary medical records, Health Insurance Portability and Accountability Act (HIPAA), Americans with Disabilities Act, discrimination, and handicap accessibility. Furthermore, Provider warrants and certifies that Provider is in compliance with all federal, state and local laws applicable to Provider's business of providing health care services. Provider shall also comply with all regulations, rules, policies and procedures of the applicable Program, including any materials published by the applicable health care Program and/or TriWest, including but not limited to the applicable Provider Handbook.
- F. Provider must comply with all credentialing requirements of the applicable Program, which are located in the applicable Provider Handbook.
- G. Immediately upon learning of any actions, policies, determinations or internal or external developments that may have a direct impact on any Provider's ability to perform its obligations under this Agreement, Provider shall notify TriWest in writing pursuant to the provisions set forth in the applicable Provider Handbook.
- H. Provider agrees that TriWest and its designee, including without limitation, Network Subcontractor, shall have access, upon demand and at reasonable times, to the books, records and papers of Provider relating to the health care services provided to Beneficiaries under an applicable Program, to the costs thereof, and to Copayments received by Provider from Beneficiaries for Covered Services. TriWest and its designee shall have the right to inspect, at reasonable times, Provider's facilities upon five (5) days' prior notice to Provider. Provider will provide adequate space to TriWest and its designee for the conduct of on-site inspections and reviews and shall cooperate in the conduct of such on-site inspections and reviews. Provider will photocopy and deliver to TriWest or its designee all information required for off-site review by TriWest of Provider's performance under this Agreement within thirty (30) days of a request by TriWest. This section shall survive termination of this Agreement.
- I. Provider shall maintain applicable licensure, Medicare certification, and be able to provide evidence of full accreditation by The Joint Commission or other accreditation organization approved by TriWest. Provider shall be responsible for ensuring its directly

employed or contracted professional maintain applicable state license(s) that are free of any sanctions or restrictions.

- J. If Provider enters into any subcontracts with any subcontractors whereby such subcontractor assumes any of Provider's duties, responsibilities, or other obligations under this Agreement, Provider assumes full responsibility for credentialing, licensure, and professional liability insurance of said subcontractor and shall ensure that any such subcontracts require subcontractors to comply with the terms and conditions of this Agreement.

IV. PAYMENT TO PROVIDER

- A. TriWest will make best efforts to process Clean Claims within thirty (30) days of receipt and will make payment directly to Provider for Covered Services rendered by Provider to Beneficiaries in accordance with the terms of the Reimbursement Exhibit. Provider understands and agrees that neither Network Subcontractor nor TriWest is the insurer, guarantor or underwriter of the payment of benefits to Provider for the Programs, and agrees that Network Subcontractor shall not be responsible for payment of any claims submitted by Provider for Covered Services to Beneficiaries. TriWest will make best efforts to process Clean Claims within thirty (30) days of receipt and will make payment directly to Provider for Covered Services rendered by Provider to Beneficiaries in accordance with the terms of the Reimbursement Exhibit. Provider understands and agrees that TriWest is not the insurer, guarantor or underwriter of the payment of benefits to Provider for government health programs administered by TriWest.
- B. All services must be authorized, Medically Necessary and provided at an appropriate level of care. Provider must comply with applicable TriWest utilization review/payment management programs and procedures. TriWest may utilize a standard industry code review system in adjudicating claims and determining appropriate levels of coding.
- C. Provider understands and agrees that there may be payment adjustments, including retroactive adjustments, through the remittance or return of underpayments, overpayments, recoupments and adjustments for retroactive terminations or denials of coverage and claims payment determinations.

V. PARTICIPATION IN TRIWEST PROGRAMS

- A. Provider agrees to participate in all Programs that TriWest currently administers and in the future will administer. This Agreement will apply to Provider's participation in, and provision of Covered Services to a Beneficiary under, all such Programs. Provider further agrees that Provider's participation is governed by the Terms and Conditions applicable to each Program, which will be delivered at signing or at the time a Program is later added to this Agreement pursuant to Section V, paragraph C of this Agreement, and by the Provider Handbook for that program.

- B. Provider's participation in Programs currently administered by TriWest shall be effective upon the Effective Date set forth above.
- C. Additional Programs may be added to this Agreement upon at least thirty (30) days' prior written notice to Provider. Provider's participation in each additional Program will become effective upon the effective date set forth in the written notice provided to Provider unless Provider gives written notice to Network Subcontractor of Provider's rejection of the new Program prior to the effective date.

VI. GENERAL PROVISIONS

A. Modifications

Any modification of this Agreement, including any of its Addenda, proposed by Network Subcontractor shall be effective thirty (30) days after Network Subcontractor has given written notice to Provider of the modification and Provider has not notified Network Subcontractor in writing of Provider's rejection of the requested modification within that timeframe.

Modifications that are required because of legislative, regulatory or legal requirements, including without limitation any and all changes made to reimbursement or policies under a government program do not require the consent of Provider and will be effective immediately on the effective date thereof.

B. Applicable Law; Jurisdiction; Venue

This Agreement is governed by the laws in the State in which the Provider is located and applicable federal law. In the event of a conflict between State and federal law, federal law shall control.

C. Assignment

Except as permitted in this Agreement, neither Party may assign or transfer any right, benefit, obligation or duty under the terms of this Agreement to any third party without the prior written consent of the other Party and TriWest as the third party beneficiary, except that Network Subcontractor may assign all or any part of this Agreement or any responsibilities hereunder to TriWest. Except as permitted in this Agreement, neither Party may assign or transfer any right, benefit, obligation or duty under the terms of this Agreement to any third party without the prior written consent of the other Party; provided that TriWest may assign all or any part of this Agreement or any responsibilities under this Agreement to a subcontractor of TriWest.

- D. Network Subcontractor's Relationship to The Blue Cross and Blue Shield Association
Provider expressly acknowledges and understands that this Agreement constitutes an agreement between Provider and Network Subcontractor, that Network Subcontractor is an independent corporation operating under a license from the Blue Cross and Blue Shield Association (the "Association"), an association of independent Blue Cross and Blue Shield plans, permitting Network Subcontractor to use the Blue Cross and Blue Shield service marks in the State of MN, and that Network Subcontractor is not contracting as the agent of the Association.

Provider further acknowledges and agrees that he/she/it has not entered into this Agreement based upon representations by any person, entity or organization other than Network Subcontractor and that no person, entity or organization other than Network Subcontractor shall be held accountable or liable to Provider for any of Network Subcontractor's obligations to Provider created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Network Subcontractor other than those obligations created under other provisions of this Agreement.

E. Dispute Resolution

1. In the event of any dispute arising under this Agreement, including without limitation if Provider believes that TriWest incorrectly denied, paid, or processed all or part of a claim and desires to obtain a review of the determination, Provider shall, within ninety (90) days of initial determination:

- a. submit a written request for review to TriWest; and
- b. include in the written request the items of concern regarding TriWest's determination and all additional information (including medical information) supporting Provider's belief that the denial was incorrect.

On the basis of the information supplied with the request for review, together with any other information available to it, TriWest will review its prior determination. Provider will be notified in writing of TriWest's decision and the reasons for the determination within sixty (60) days of TriWest's receipt of the request for review.

If Provider still believes that TriWest's determination is incorrect and/or has information that was not previously available for review when submitted to TriWest, Provider shall direct a second request for review in writing to TriWest within sixty (60) days of receipt of the prior determination.

If Provider fails to submit any request for review within the timeframes set forth above, Provider shall be deemed to have waived its right to any remedies and to pursue the matter further. Without limiting the foregoing, in such instance, Provider may neither initiate a demand for arbitration pursuant to Section VI.D.3VI.E.3 of this Agreement nor pursue additional payment from the Beneficiary.

2. In the event that a dispute is not or cannot be resolved through the review process described above, each Party shall designate a member of its senior management to meet in an attempt to resolve the dispute.
3. The Parties agree that any disputes that cannot be resolved by the review process and senior management meeting shall be settled by final and binding arbitration. Arbitration shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association. There will be a single arbitrator who shall be a retired federal judge. The arbitration decision shall be binding on both parties and shall be confidential. The arbitrator shall be bound by applicable law and shall issue written findings of fact and conclusions of law. The arbitrator shall have no authority to conduct or issue a decision with respect to any class arbitration or other claim brought by Provider on behalf of the general public under a statute or regulation that allows an individual to sue on behalf of

the Attorney General or other federal, state or municipal actor, or in any other representative capacity. The arbitrator shall have no authority to award damages or provide a remedy that would not be available to such prevailing party in a court of law nor shall the arbitrator have the authority to award punitive damages. The cost of the arbitration shall be shared equally by the parties; provided that each party shall be responsible for its own attorneys' fees and costs.

4. A demand for arbitration pursuant to Section VI.D.3VI.E.3 must be filed within six (6) months of the date of the written decision rendered of the second request for review described in Section VI.D.1VI.E.1, notwithstanding any communication between the parties that may take place, or payment(s) that may be subsequently made related to the lack of action or alleged breach that is the subject of the dispute. Should the aggrieved party fail to file a demand for arbitration of the dispute within the timeframes set forth herein, the aggrieved party shall have no right to pursue any remedy with respect to such alleged breach, including, without limitation, initiation of any arbitration or civil action in state or federal court, and if the aggrieved party is Provider, Provider shall have no right to pursue payment of any disputed amounts from any Beneficiaries.
5. In the event the dispute resolution process is initiated as set forth above, any interest charges that would be applicable to claims payments will not accrue while resolution of the dispute is pending.
6. In the event that a judgment upon award in arbitration is not timely satisfied, such judgment may be entered in any court of competent jurisdiction, or application may be made to such court for a judicial acceptance of the award and enforcement, as the law of the state having jurisdiction may require or allow. Notwithstanding the foregoing, in the event a dispute is resolved pursuant to this Section VI.D.,VI.E., including without limitation any resolution due to a waiver of Provider's rights to further pursue a dispute, the subject of the dispute and its resolution shall be confidential.

F. Entire Agreement

This Agreement, including all attachments and Exhibits referenced in this Agreement, the applicable Provider Handbook as amended by TriWest from time to time in accordance with this Agreement, and the Terms & Conditions applicable to each Program are incorporated herein by reference, and constitute the entire understanding of the Parties and supersede all prior agreements between the Parties with respect to the same subject matter.

G. Mutual Indemnification

Provider shall hold harmless and indemnify and defend TriWest for, from, and against any Provider-related claims, losses, damages, liabilities, costs, expenses or obligations arising out of or resulting from any Provider's wrongful or negligent conduct in the performance of this Agreement including, but not limited to, the provision of health care services by any Provider. TriWest shall hold harmless and indemnify and defend Provider for, from, and against any losses, damages, liabilities, costs, expenses or obligations arising out of or resulting from TriWest's wrongful or negligent conduct in the performance of this Agreement.

H. Relationship of the Parties

The relationship of the Parties is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship between the Parties is an independent contractor relationship.

I. Waiver

There shall be no waiver of any term, provision or condition of this Agreement unless in writing and signed by both Parties.

J. Release

Provider acknowledges that a number of functions under this agreement will be performed by TriWest as set forth in this Agreement, including, but not limited to, claims adjudication and payment, and utilization review. Provider agrees to this delegation of functions to TriWest and further agrees that Network Subcontractor shall not be liable for payments under this agreement or for negligent or intentional wrongdoing or breach of this Agreement by TriWest. TriWest shall be solely liable for its actions and inactions and for all payments due to Provider under this Agreement.

K. Third Party Beneficiary

TriWest shall be a third-party beneficiary of this Agreement and shall be entitled to enforce Provider's obligations under this Agreement, and Provider shall be entitled to enforce TriWest's obligations under this Agreement. Except as expressly set forth in this Section VI.J, nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.

L. Severability

If any provision of this Agreement is deemed illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining sections shall not be affected. This includes, without limitation, a change in law or government program policy that is inconsistent with any provision of this Agreement. In addition Network Subcontractor shall replace the illegal, unenforceable or invalid provision(s) with a new provision(s) that, being valid, legal and enforceable comes closest to the intention of the Parties concerning the illegal, unenforceable or invalid provision(s). Network Subcontractor shall deliver to Provider, in writing, replacement language to effectuate the new provision(s). The replacement language shall specify its effective date and shall take effect without signatures of the Parties.

M. No Oral Modifications.

Except as set forth in Sections III.B, V, and VI.A above, this Agreement and any of its Addenda may be modified or amended only by written agreement executed by all Parties to this Agreement.

N. Construction

The Parties to this Agreement have both had an equal opportunity to review, discuss and negotiate the language and terms of this Agreement and therefore both Parties acknowledge and agree that there shall not be any presumption to construe ambiguous or disputed language against the drafter.

O. Confidentiality

Provider, Network Subcontractor and TriWest each agree to keep strictly confidential all reimbursement rates and payment methodologies set forth in this Agreement and its

Addenda, except that this provision does not preclude disclosure by TriWest to Beneficiaries of the method of compensation used by TriWest nor disclosure by Provider or TriWest to government agencies as may be required by law or regulation. Provider and TriWest agree that nothing in this Agreement shall be construed as a limitation of (i) Provider's rights or obligations to discuss with the Beneficiaries matters pertaining to the Beneficiaries' health regardless of coverage options or (ii) TriWest's rights or obligations with respect to subcontractors. Except as provided in this Section VI.M, any other release of the reimbursement rates set forth in this Agreement and its Addenda by Provider, or TriWest shall require the written permission of the others. This paragraph shall survive termination of this Agreement.

P. No Inducement to Refer

Nothing contained in this Agreement will require either Party or any physician of a Party to admit or refer any patients to the other Party's facilities. The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state and local law, including the Medicare/Medicaid Anti-Fraud and Abuse Amendments and the Physician Ownership and Referral Act (commonly known as the Stark Law). Notwithstanding any unanticipated effect of any of the provisions herein, neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of these provisions.

Q. Eligibility for Participation in Government Programs

Each Party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare programs. Further, each Party represents that it is not aware of any such pending action(s) (including criminal action) against it or its employees or independent contractors. Each Party shall notify the other Party immediately upon becoming aware of any pending or final action in any of these areas.

R. Time Limited

This Agreement is not an offer and will not be binding until fully executed by the Parties and accepted by TriWest. This Agreement should be returned to TriWest within one hundred eighty (180) days of Provider's receipt, or Provider should reach out to TriWest to determine whether this Agreement remains valid.

S. Authority on Behalf of Providers

Provider represents and warrants that it is duly authorized to negotiate and enter into this Agreement on behalf of each of the Providers identified in Exhibit 1.

T. Trade Name Ownership

The Parties acknowledge that Network Subcontractor has the sole right to use in MN, the "Blue Cross" and "Blue Shield" trade names and service marks. Provider shall not use these names and marks without first obtaining Network Subcontractor's express written consent.

Each person signing this Agreement certifies that he/she has the appropriate authority to bind the respective Party. Intending to be legally bound, the Parties have executed this Agreement as of its Effective Date.

Network Subcontractor
Blue Cross and Blue Shield of Minnesota,
Inc.
By:

Provider
Kanabec County Community Health
By:

Signatory Name: Eric Hoag
Signatory Title: VP Provider Relations

Kanabec County Community Health

Date:

Date:

Whose main address is:
3400 Yankee Drive R3-17
Eagan
Minnesota, 55121
Fax:

Tax Id Number: 416005815
Whose main address is:
905 Forest Ave E Ste 127
Mora
Minnesota, 55051
Fax: Billing Fax

Accepted by TriWest:

TriWest Healthcare Alliance Corp.
Signature

Date:

James Griffith
Chief Administrative Officer

Whose main address is:
P.O. Box 42049
Phoenix,
AZ 85053
Fax # (866) 549 - 4618

TRICARE TERMS AND CONDITIONS

These TriWest TRICARE Terms and Conditions ("T & C" or "TRICARE Terms and Conditions") are hereby incorporated by this reference into the Ancillary Agreement ("Agreement") by and between Kanabec County Community Health ("Provider") and Blue Cross and Blue Shield of Minnesota, Inc., ("Network Subcontractor"), as if fully set forth therein and are effective as of the Effective Date of the Agreement. All defined terms used herein shall have the same meanings set forth in the Agreement unless otherwise specified herein. Provider shall provide TRICARE Beneficiaries (defined below) with the services described herein ("TRICARE Covered Services") pursuant to these TriWest TRICARE Terms and Conditions.

PURPOSE: The purpose of these T & C is to include Provider in a network to provide health care services to TRICARE Beneficiaries under the TRICARE program and to establish the terms of participation in the TRICARE program.

All of the terms of the Agreement remain in full force and effect and apply to Provider's participation in the TRICARE program. In the event of a conflict between the terms of these TriWest TRICARE Terms and Conditions and the terms of the Agreement, the terms of these TriWest TRICARE Terms and Conditions shall govern.

In addition to the terms and conditions of the Agreement, the following terms and conditions are applicable to the TRICARE program and are hereby incorporated into the Agreement as contractually binding terms.

1. **DEFINITIONS:** For purposes of these TriWest TRICARE Terms and Conditions, the following definitions shall apply. Additionally, applicable TRICARE Requirements definitions are incorporated by reference and shall also apply:

Adequate Medical Documentation, Medical Treatment Records- Adequate medical documentation contains sufficient information to justify the diagnosis, the treatment plan, and the services and supplies furnished. Under TRICARE/CHAMPUS, it is required that adequate and sufficient clinical records be kept by health care provider(s) to substantiate that specific care was actually and appropriately furnished, was medically necessary and appropriate, and to identify the individual(s) who provided the care. All procedures billed must be documented in the records. In determining whether medical records are adequate, the records will be reviewed under the generally acceptable standards such as the applicable Joint Commission (formerly Accreditation of Healthcare Organizations) standards, the Peer Review Organization (PRO) standards (and the provider's state or local licensing requirements) and other requirements specified by TRICARE Requirements. In general, the documentation requirements for a professional provider are not less in the outpatient setting than the inpatient setting.

Authorized Provider- A hospital or institutional provider, physician, or other individual professional provider, or other provider of services or supplies specifically authorized

to provide benefits under CHAMPUS pursuant to TRICARE Requirements. Provider shall be an Authorized Provider.

Balance Billing- A provider seeking any payment, other than any payment relating to applicable deductible and cost sharing amounts, from a beneficiary for TRICARE/CHAMPUS covered services for any amount in excess of the applicable TRICARE/CHAMPUS allowable cost or charge. Balance billing is prohibited.

Beneficiary Liability- The legal obligation of a beneficiary, his or her estate, or responsible family member to pay for the costs of medical care or treatment received. Specifically, for the purposes of services and supplies covered by TRICARE, beneficiary liability includes any annual deductible amount or cost-sharing amounts. Beneficiary liability also includes any expenses for medical or related services and supplies not covered by TRICARE.

Civilian Health and Medical Program of the Uniformed Services ("CHAMPUS") - A term also used for TRICARE and as referenced by the relevant authorities, including TRICARE Requirements. TRICARE and CHAMPUS shall be considered synonymous and interchangeable terms for the purpose of these TRICARE Terms and Conditions and the TriWest TRICARE Provider Handbook.

CHAMPUS Maximum Allowable Charge ("CMAC") - CMAC is a nationally determined allowable charge level that is adjusted by locality indices and generally, but not always, is equal to or greater than the Medicare Fee Schedule amount.

Defense Health Agency ("DHA") - A joint, integrated combat support agency that enables the Army, Navy, and Air Force medical services to provide a medically ready force and ready medical force to combatant commands in both peacetime and wartime. DHA is considered part of the government.

Director- The Director of the Defense Health Agency, Director, TRICARE Management Activity, or Director, Office of CHAMPUS. Any references to the Director, Office of CHAMPUS, or OCHAMPUS, or TRICARE Management Activity, shall mean the Director, Defense Health Agency (DHA). Any reference to Director shall also include any person designated by the Director to carry out a particular authority. In addition, any authority of the Director may be exercised by the Assistant Secretary of Defense (Health Affairs).

Director, TRICARE Management Activity- This term includes the Director, TRICARE Management Activity, the official sometimes referred to in this part as the Director, Office of CHAMPUS (or OCHAMPUS), or any designee of the Director, TRICARE Management Activity or the Assistant Secretary of Defense for Health Affairs who is designated for purposes of an action under TRICARE.

Department of Defense ("DOD")-The Department of Defense is responsible for providing the military forces of the United States of America needed to deter war and protect the security of the country. DOD is also considered part of the government.

Medical Emergency/Emergencies- The sudden and unexpected onset of a medical condition or the acute exacerbation of a chronic condition that is threatening to life, limb, or sight, and requires immediate medical treatment or which manifests painful symptomatology requiring immediate palliative efforts to alleviate suffering. Medical Emergencies include heart attacks, cardiovascular accidents, poisoning, convulsions, kidney stones, and such other acute medical conditions as may be determined to be Medical Emergencies by the Director, CHAMPUS, TriWest, or a designee. In the case of a pregnancy, a Medical Emergency must involve a sudden and unexpected medical complication that puts the mother, the baby, or both, at risk. Pain would not, however, qualify a maternity case as an emergency, nor would incipient birth after the 34th week of gestation; unless an otherwise qualifying, medical condition is present. Examples of Medical Emergencies related to pregnancy or delivery are hemorrhage, ruptured membrane with prolapsed cord, placenta previa, abruptio placenta, presence of shock or unconsciousness, suspected heart attack or stroke, or trauma (such as injuries received in an automobile accident).

Medically (or Psychologically) Necessary preauthorization- A pre (or prior) authorization for payment for medical/surgical or psychological services based upon criteria that are generally accepted by qualified professionals to be reasonable for diagnosis and treatment of an illness, injury, pregnancy, and mental disorder. Provider reimbursement may be reduced or claims denied if services were provided without appropriate Preauthorization.

Military Health System ("MHS")- Means the system that is operated by the United States Department of Defense and is responsible for providing health services through both Military Treatment Facilities and private sector care to TRICARE eligible beneficiaries, composed of uniformed service members, military retirees, and family members. MHS is also considered part of the government.

Military Treatment Facility ("MTF")- Means a military facility that operate within the Military Health System provide and direct care of TRICARE Beneficiaries. MTFs are also considered part of the government.

Participating Provider- A TRICARE/CHAMPUS-authorized provider that is required, or has agreed by entering into a TRICARE/CHAMPUS participation agreement or by act of indicating "accept assignment" on the claim form, to accept the TRICARE/CHAMPUS-allowable amount as the maximum total charge for a service or item rendered to a TRICARE/CHAMPUS Beneficiary, whether the amount is paid for fully by TRICARE/CHAMPUS or requires cost-sharing by the TRICARE/CHAMPUS Beneficiary. Provider agrees to be a Participating Provider pursuant to this definition and in accordance with TRICARE Requirements.

Preauthorization- A decision issued in writing, or electronically by the Director, TRICARE Management Activity, TriWest, or a designee, that TRICARE benefits are payable for certain services that a beneficiary has not yet received. The term prior authorization is commonly substituted for preauthorization and has the same meaning. Provider reimbursement may be reduced or claims denied if services were provided

without appropriate Preauthorization. Preauthorization is not a guarantee of payment of a claim.

TRICARE Beneficiary/Beneficiaries/MHS Eligible Beneficiary- an individual who has been determined to be eligible for TRICARE/CHAMPUS benefits as set forth in TRICARE Requirements. TRICARE Beneficiary programs include TRICARE Prime and TRICARE Select.

TRICARE/TRICARE Program –a component of the Military Health System (MHS). The TRICARE Program is the means by which managed care activities designed to improve the delivery and financing of health care services in MHS are carried out.

TRICARE Covered Services – Services, items and supplies for which benefits are available to TRICARE Beneficiaries in accordance with the rules, regulations, policies and instructions of DHA and DOD.

TRICARE Requirements- Title 10, United States Code, Chapter 55; 32 CFR Part 199; TRICARE Policy Manual (TPM); TRICARE Reimbursement Manual (TRM); TRICARE Operations Manual (TOM); and TriWest TRICARE Provider Handbook and TriWest Policies and Procedures. As of the Effective Date of these TRICARE Terms and Conditions, TRICARE Manuals may be found at: <https://manuals.health.mil/>. TRICARE Requirements applicable to Provider are hereby incorporated by reference into these TRICARE Terms and Conditions as if fully set out herein.

TriWest TRICARE Provider Handbook (Provider Handbook) – The set of comprehensive written guidelines, instructions, rules, policies and procedures for the TRICARE program, as established and published by TriWest for Participating Providers, and as may be amended from time to time by TriWest in accordance with the provisions of the Agreement.

TERMS AND CONDITIONS

2. Provider must comply with applicable TRICARE Requirements. Provider must comply with TriWest rules, requirements, policies, and procedures, including the TriWest TRICARE Provider Handbook, as amended from time to time, and shall treat TRICARE Beneficiaries pursuant to the terms and conditions of both these TRICARE Terms and Conditions and the Agreement as applicable, and in accordance with TRICARE Requirements. Provider acknowledges and agrees that TriWest must administer the TRICARE managed care services in accordance with TRICARE Requirements.
3. Provider agrees to accept the Reimbursement Rates set forth in Exhibit 1 to these TriWest TRICARE Terms and Conditions, including any discounts or applicable reductions including, but not limited to reductions for not obtaining Preauthorization when required or for not following utilization review requirements, as payment in full for the provision of TRICARE Covered Services to TRICARE Beneficiaries/MHS Eligible Beneficiaries.

Preauthorization is not a guarantee of payment of a claim. Provider agrees to participate on all claims and/or charges regardless if a discount applies. TRICARE Requirements shall apply to the administration and processing of claims and applicable reimbursement for the provision of TRICARE Covered Services. Provider must promptly return amounts overpaid and/or erroneous payments pursuant to these TriWest TRICARE Terms and Conditions and in accordance with TRICARE Requirements. TriWest will pay interest on claims when required by TRICARE Requirements.

4. Provider shall not Balance Bill TRICARE Beneficiaries and shall not charge the TRICARE Beneficiary for the following:
 - a. Services for which the Provider is entitled to payment from TRICARE/CHAMPUS
 - b. Services for which the TRICARE Beneficiary would be entitled to have TRICARE/CHAMPUS payment made had the Provider complied with certain procedural requirements.
 - c. Services not medically necessary and appropriate for the clinical management of the presenting illness, injury, disorder, or maternity
 - d. Services for which a TRICARE Beneficiary would be entitled to payment but for a reduction or denial in payment as a result of quality review
 - e. Services rendered during a period in which the Provider was not in compliance with one or more conditions of authorization
5. Provider shall comply with the applicable TRICARE Requirements including, but not limited to the following:
 - a. Provider shall accept the TRICARE/CHAMPUS determined allowable payment combined with the cost-share, deductible, and other health insurance amounts payable by, or on behalf of, the TRICARE Beneficiary, and in accordance with Paragraph 3 of these T & C, as full payment for TRICARE/CHAMPUS allowed services.
 - b. Provider shall collect from the TRICARE/CHAMPUS Beneficiary those amounts that the TRICARE Beneficiary has a liability to pay for the TRICARE/CHAMPUS deductible and cost-share.
 - c. Provider shall permit access by the Director, TRICARE/CHAMPUS, TriWest, or designee, to (i) the clinical record of any TRICARE/CHAMPUS Beneficiary, (ii) to the financial and organizational records of the provider, and (iii) to reports of evaluations and inspections conducted by state, private agencies or organizations. Provider shall not charge the Director, TriWest or any designee for access to records required by this provision.
 - d. Provider shall provide the Director, TRICARE/CHAMPUS, TriWest or designee, prompt written notification of the Provider's employment of an individual who, at any time during the twelve months preceding such employment, was employed in a managerial, accounting, auditing, or similar capacity by an agency or organization which is responsible directly or indirectly for decisions regarding Department of Defense payments to Provider.
 - e. Provider shall cooperate fully with a designated utilization and clinical quality management organization that has a contract with the Department of Defense for

the geographic area in which the provider renders services and/or with TriWest's utilization and clinical quality management activities as the managed care support contractor for the Department of Defense.

- f. Provider hereby agrees and consents to any and all background checks required by TRICARE Requirements.
 - g. Provider shall obtain written authorization before rendering designated services or items for which TRICARE/CHAMPUS cost-share may be expected.
 - h. Provider shall maintain clinical and other records related to individuals for whom TRICARE/CHAMPUS payment was made for services rendered by the Provider, or otherwise under arrangement, for a period of sixty (60) months from the date of service.
 - i. Provider shall maintain Adequate Medical Documentation and Medical Treatment Records, including contemporaneous clinical records that substantiate the clinical rationale for each course of treatment, periodic evaluation of the efficacy of treatment, and the outcome at completion or discontinuation of treatment.
 - j. Provider shall refer TRICARE/CHAMPUS Beneficiaries only to providers with which the referring provider does not have an economic interest, as defined in TRICARE Requirements; and limit services furnished under arrangement to those for which receipt of payment by the TRICARE/CHAMPUS authorized provider discharges the payment liability of the beneficiary.
 - k. Provider shall comply with TRICARE Requirements applicable to third-party agent (agency) billing arrangements.
6. Providers shall be Medicare participating as applicable. The requirement for Medicare participation applies only to providers that are recognized under Medicare and are eligible to participate with Medicare. This does not mean that a TRICARE-authorized provider not recognized under Medicare is exempt from joining a TRICARE network; it means that such a provider is exempt from the Medicare participation requirement. For the purposes of these TriWest TRICARE Terms and Conditions, "Medicare participating" is interpreted to mean participation on a claim-by-claim basis. Participation on a claim-by-claim basis means that while network providers must agree to participate with Medicare on all claims that involve a TRICARE Beneficiary (dual-eligible claims), they are not required to enter into a participation agreement with Medicare (individual and other non-institutional providers are not required to sign a Centers for Medicare and Medicaid Services (CMS) 460 Form or successor form) as a prerequisite to joining a TRICARE network.
7. Provider must cooperate fully with any government audit or investigation. Provider will cooperate with TriWest's efforts to detect and prevent any activity that may constitute a compliance concern including fraud, waste, or abuse, following standards set by federal and state laws and regulations. Provider's participation in TRICARE under the Agreement and/or these TriWest TRICARE Terms and Conditions may be immediately terminated, suspended, reduced, or limited to the extent required or authorized by TRICARE Requirements and/or at the direction of DHA. Provider's obligation to fully cooperate with any government investigation or audit regardless of any action specified

in this Paragraph 7 shall survive termination of the Agreement and TriWest TRICARE Terms and Conditions.

8. Provider must comply with TRICARE Beneficiary minimum appointment access standards specified in TRICARE Requirements and TriWest TRICARE Provider Handbook. Provider must cooperate with TriWest efforts to facilitate and/or improve compliance with minimum appointment access standards, including promptly responding to TRICARE Beneficiary complaints and concerns.
9. The Provider shall participate in TRICARE on all claims and submit claims on behalf of all TRICARE Beneficiaries for which TRICARE Covered Services are provided. The submission of a claim certifies that the services shown are Medically Necessary and indicated for the health of the patient. Submission of a claim by a physician or supplier, or their representative, certifies that the services were personally furnished or furnished incident to professional service by an employee under immediate personal supervision, except as otherwise permitted by Medicare or TRICARE Requirements. All claims for TRICARE Covered Services must be submitted to TriWest's subcontractor for claims processing in accordance with the TriWest TRICARE Provider Handbook and no later than one year after services are provided. Timely filing may only be extended pursuant to those circumstances allowed by TRICARE Requirements. Provider shall submit claims for TRICARE Covered Services on behalf of TRICARE Beneficiaries in accordance with the claims submission rules and procedures as outlined in the TriWest TRICARE Provider Handbook and TRICARE Requirements. Any claim resubmission, dispute, or appeal may only be submitted in accordance with the Agreement, TriWest TRICARE Provider Handbook and TRICARE Requirements. TRICARE is always secondary payer except to Medicaid. As such, other health insurance shall be billed first. In the event of any conflict between the Agreement, TriWest TRICARE Terms and Conditions, and TRICARE Requirements, TRICARE Requirements shall have first precedence, followed by these TRICARE Terms and Conditions.
10. Provider shall make available and transmit to the government accurate, complete and legible clinical records and information (Adequate Medical Documentation, Medical Treatment Records) pertaining to the care delivered, pursuant to referrals or orders from MTF providers and in compliance with applicable privacy and confidentiality laws and regulations when returning such records and information and in accordance with the TRICARE Requirements and TriWest TRICARE Provider Handbook.
11. Provider shall maintain medical malpractice insurance coverage consistent with state legal requirements, local community standards and meet the requirements specified in the TriWest TRICARE Provider Handbook and other applicable TRICARE Requirements. Insurance coverage may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than three (3) years after the end of the contract term must also be provided. Provider shall promptly produce evidence acceptable to TriWest and the government of such medical malpractice insurance coverage pursuant to the requirements contained in the TriWest TRICARE Provider Handbook and as required by TriWest on an ad-hoc basis.

12. Provider agrees to indemnify, defend, and hold harmless TriWest and the government, including, but not limited to DHA and DOD, from any and all claims, judgments, costs, liabilities, damages and expenses, including attorney's fees, whatsoever, arising from any acts or omissions in the provision of medical services provided by the Provider to TRICARE Beneficiaries/MHS eligible beneficiaries.
13. Provider must provide TRICARE Beneficiaries with TRICARE Covered Services that are medical necessary, appropriately authorized, and comply with TRICARE Requirements for the provision of TRICARE Covered Services. Provider must comply with all TRICARE Requirements, TriWest published policy and procedures, and the TriWest TRICARE Provider Handbook, including but not limited to Provider training, Prior/Pre-Authorization, referrals, clinical quality management, peer review, credentialing, medical management, emergent care for Medical Emergencies, and utilization management.
14. Provider shall provide copies of Medical Treatment Records to TriWest within ten (10) business days of TriWest's request, to permit TriWest to conduct peer review, quality assurance activities and HEDIS. Provider shall provide copies of Medical Treatment Records to TriWest by the date or timeframe specified by TriWest for conducting utilization review. Unless otherwise specified in TRICARE Requirements or these TriWest TRICARE Terms and Conditions, TriWest will not pay, and Provider agrees to waive, any costs associated with the aforementioned submission of Medical Treatment Records, including but not limited to any copying or handling fees. TriWest will accept secure electronic medical records in a HIPAA-compliant, encrypted format.
15. Provider shall notify TriWest or Subcontractor as applicable, of any change in address, professional affiliation, tax identification number, licensure status, and/or staff privileges. Provider shall use best efforts to notify TriWest or Subcontractor as applicable at least sixty (60) days prior to the date of the change, or at the earliest opportunity if such prior notice is impracticable. If advance notification is not possible, Provider shall notify TriWest or Subcontractor as applicable no later than fourteen (14) days after the effective date of the change.
16. Provider shall not advertise the award of the Agreement or these TriWest TRICARE Terms and Conditions in any advertisement in such a manner as to state or imply that the DOD or DHA endorses a service, product, project or commercial line of endeavor.
17. Requirements specific to Institutional Providers (IP) and TriWest as incoming contractor. IP agrees to comply with the following:
 - a. IP shall cooperate with an incoming contractor in the assumption and conduct of review activities.
 - b. IP shall allocate adequate space for the conduct of any on-site review.
 - c. IP shall deliver to the incoming contractor a paper or electronic copy of all required information within thirty (30) calendar days of a request for off-site reviews.

- d. IP shall provide all beneficiaries, in writing, their rights and responsibilities (e.g., "An Important Message from TRICARE" (TOM Chapter 7, Addendum A), "Hospital Issued Notice of Noncoverage" (TOM Chapter 7, Addendum B).
- e. IP shall inform the incoming contractor within one (1) business day if they issue a notice that the beneficiary no longer requires inpatient care.
- f. IP shall assure that each case subject to preadmission or pre-procedure review has been reviewed and approved by the incoming contractor.
- g. IP agrees, when IP fails to obtain certification as required, IP shall accept full financial liability for any admission subject to preadmission review that was not reviewed and is subsequently found to be medically unnecessary or provided at an inappropriate level (32 CFR 199.15(g)).
- h. TriWest will notify the Primary Care Manager (PCM) (if the TRICARE Beneficiary is enrolled in TRICARE Prime) within one (1) business day of the inpatient discharge.
- i. TriWest in its role as incoming contractor shall reimburse IP for costs of providing documents pursuant to this section using the same reimbursement as Medicare.
- j. TriWest in its role as incoming contractor shall provide detailed information on the review process and criteria used, including financial liability incurred by IP by failing to obtain preauthorization.

18. Requirements for Urgent Care Centers ("UCC") for TRICARE Beneficiaries that are TRICARE Prime ("TRICARE Prime Beneficiary"). UCC agrees to comply with the following with respect to TRICARE Prime Beneficiaries:

- a. The UCC shall submit a Clear and Legible Report (CLR) of the UCC Encounter within two (2) business days to the MTF where the TRICARE Prime Beneficiary is enrolled.
 - i. The CLR shall include encounter specifics (histories and physicals, progress notes, notes of Episodes of Care (EOC) and other patient information (such as laboratory reports, x-rays readings, operative reports and discharge summaries).
 - ii. The CLR shall include any follow-up appointments recommended during the UCC visit.
- b. The UCC must advise TRICARE Prime Beneficiaries enrolled to an MTF that non-emergency follow-on care should be sought at the enrollee's MTF primary care manager whenever possible.

19. Requirements applicable to DOD's Comprehensive Autism Demonstration ("ACD"):

- a. Providers that provide services to TRICARE Beneficiaries enrolled in the ACD shall comply with all TRICARE Requirements applicable to the ACD, including but not limited to TOM, Chapter 18, Section 3.

20. Provider understands and agrees that TRICARE and TriWest have no obligation under the terms of the Agreement or these T & C to refer TRICARE Beneficiaries to Provider for services.

21. SURVIVABILITY: Paragraphs 2, 3, 4, 5, 7, 9, 11 (specifically, tail coverage requirements), 12 & 14 of these T & C shall survive the termination of these T & C and the Agreement.

If any provision of these T & C is deemed illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over these T & C, the validity of the remaining sections of these T & C and of the Agreement shall not be affected.

No Signature Required

EXHIBIT 1
TRICARE TERMS AND CONDITIONS
REIMBURSEMENT RATES

PROVIDER NAME: Kanabec County Community Health
PROVIDER TIN: 416005815

Provider agrees that, as set forth in Section III, Paragraph A and other applicable terms of the Agreement, including but not limited to the TRICARE Terms and Conditions, this Exhibit 1 sets forth the exclusive reimbursement Provider will receive for the provision of Covered Services, except for applicable Beneficiary Liability (copayments, deductibles and cost sharing).

In no event will Provider be paid more than what is permissible under federal law or TRICARE policy pursuant to TRICARE Requirements. Provider agrees that reimbursement is subject to all TRICARE Requirements and no alternative reimbursement methodology shall apply to the Provider's reimbursement. TRICARE Requirements determine applicability of payment methodology for Covered Services. In the event this Exhibit 1 conflicts with TRICARE Requirements, TRICARE Requirements shall apply.

As federal law or regulation, requirements change, TRICARE reimbursement or the methodology to determine any TRICARE payment, this Exhibit is deemed to be automatically updated to comply with the change in federal law or regulation.

Professional Services

Provider agrees to accept the lesser of a 10% discount off of the TRICARE Allowable Charge/CHAMPUS Maximum Allowable Charge (CMAC) or a 35% discount off of Provider's billed charge as the Reimbursement Rate for the provision of TRICARE Covered Services except for applicable Beneficiary Liability. The discount applies to all procedure codes for TRICARE Covered Services specific to Provider. CMAC for all procedure codes is posted by the government on the applicable government website referenced in the TriWest TRICARE Provider Handbook and is hereby incorporated by reference as if fully stated herein.

Free Standing and Hospital Based Birthing Centers

Provider agrees to accept the lesser of a 5% discount off of the TRICARE Allowable Charge/CHAMPUS Maximum Allowable Charge (CMAC) Diagnostic Related Grouper ("DRG") or a 35% discount off of Provider's billed charge as the Reimbursement Rate for the provision of TRICARE Covered Services except for applicable Beneficiary Liability. The discount applies to all services for TRICARE Covered Services specific to Provider. CMAC DRG is posted by the government on the applicable government website referenced in the TriWest TRICARE Provider Handbook and is hereby incorporated by reference as if fully stated herein.

Alternative Payment Models (APMs)-APMs are not applicable to this Exhibit 1 and are excluded under the Agreement unless otherwise agreed to by the Parties in writing and approved by DHA.

Exhibit 2 to the TRICARE Terms and Conditions

Facility Listing

Add Facility Name, TIN and Check all services provided.

Facility Name	Tax ID Number	Professional Services	Home Infusion	Home Health Services

500MN100089 T5

Kanabec County Community Health
905 Forest Ave E Ste 127
Mora, MN 55051

Resolution KCCH # - 4/2/2024
TriWest Healthcare Alliance Contract Resolution

WHEREAS, Kanabec County Community Health provides services for area residents who may or may not be insured; and

WHEREAS, TriWest Healthcare Alliance (TriWest) has partnered with Blue Cross and Blue Sheild of Minnesota to deliver a network of providers to serve military members and their families, and

WHEREAS, Kanabec County has had participating contracts with several health plans and wishes to contract with TriWest in order to serve the military population, and

WHEREAS, if Kanabec County Community Health contracts with insurance providers, clients receive better benefits for services rendered, relieving some of the out-of-pocket expenses for those services and Kanabec County Community Health is paid directly by the insurance provider, when they otherwise may not receive payment at all.

THEREFORE BE IT RESOLVED to approve the Kanabec County Community Health Director to sign a contract with TriWest to serve the military population locally.

Home Health Aide – Full-time

It is difficult to know for sure the number of hours of service that have been unmet due to the staffing shortage. We did need to cut back on some services for existing clients and Nurses took on some dressing changes that would have been delegated to Home Health Aides (14 hours/week).

There were 25 new clients during the quarter that would have been provided more services if we had staff available to provide them. This amount was estimated at 25-30 hours/week.

The cost of a full-time Home Health Aide is \$52,718 (single coverage for health). There are additional costs such as phone (for the required electronic visit verification) and mileage. Bringing the total cost to about \$56,600.

To cover the \$56,000 cost, a Home Health Aide would need to have 778 billable Home Health Aide hours to break even (15, 1 hour visits a week).



As of Date: 02/2024
Report Basis: 2 1 - Cash
 2 - Modified Accrual
 3 - Full Accrual

Save Report: N

Comment:

FUND Range From 15 Thru 15

**** Kanabec County ****



Sheila
3/28/24 8:31AM

TRIAL BALANCE REPORT
As of 02/2024

Report Basis: Modified Accrual

Page 2

15 Community Health Fund

<u>Account</u>	<u>Beginning Balance</u>	<u>Actual This-Month</u>	<u>Actual Year-To-Date</u>	<u>Current Balance</u>
-----Assets-----				
1001 Cash	706,254.33	4,445.34	130,727.42	836,981.75
1003 Audit Adjustments To Cash	23,163.57	0.00	23,163.57-	0.00
1201 Accounts Receivable (Acc)	146,445.83	50,759.17 -	146,445.83-	0.00
1261 Due From Other Funds (Acc)	3,325.85	0.00	3,325.85-	0.00
1281 Due From Other Governments (Acc)	329,505.26	103,726.31 -	329,505.26-	0.00
Total Assets	1,208,694.84	150,040.14 -	371,713.09-	836,981.75
---Liabilities and Balance-----				
Liabilities				
2020 Accounts Payable	523.17 -	0.00	0.00	523.17 -
2021 Accounts Payable (Acc)	1,539.90 -	0.00	1,539.90	0.00
2030 Salaries Payable	77,447.27 -	0.00	77,447.27	0.00
2091 Due To Other Funds (Acc)	1,671.62 -	1,671.62	1,671.62	0.00
2100 Due To Other Governments	5,081.53 -	0.00	5,081.53	0.00
Total Liabilities	86,263.49 -	1,671.62	85,740.32	523.17 -
Fund Balance				
2881 Assigned Fund Balance	1,122,431.35 -	0.00	0.00	1,122,431.35 -
2910 Revenue Control	0.00	119,400.66 -	123,149.66 -	123,149.66 -
2925 Expenditure Control	0.00	267,769.18	409,122.43	409,122.43
Total Fund Balance	1,122,431.35 -	148,368.52	285,972.77	836,458.58 -
Total Liabilities and Balance	1,208,694.84 -	150,040.14	371,713.09	836,981.75 -
488 Kanabec Pine Community Health (fka 59)				
-----Assets-----				
Total Assets	0.00	0.00	0.00	0.00
---Liabilities and Balance-----				
Liabilities				
Total Liabilities	0.00	0.00	0.00	0.00
Total Liabilities and Balance	0.00	0.00	0.00	0.00
15 Community Health Fund	0.00	0.00	0.00	0.00

Kanabec County Community Health - Board Financial Report
15-484

Through February 2024

Department	Budget	Total year to date/ % of budget	Total	8.33% January	16.67% February	25.00% March	33.33% April	41.67% May	50.00% June	58.33% July	66.67% August
Pilt-Housing Authority											
Rev	0		0.00	0.00	0.00						
Exp	0		0.00	0.00	0.00						
Local Public Health Infrastructure											
Rev	498,428.00	7.24%	36,064.91	23,163.57	12,901.34						
Exp	381,933.00	24.30%	92,826.87	24,283.02	68,543.85						
Prevent Infectious Disease											
Rev	30,502.00	1.31%	399.80	0.00	399.80						
Exp	34,377.00	4.60%	1,580.90	749.19	831.71						
Environmental Health											
Rev	36.00	8.33%	3.00	3.00	0.00						
Exp	5,545.00	0.00%	0.00	0.00	0.00						
Healthy Communities-Adult Health											
Rev	176,781.00	34.28%	60,597.96	801.00	59,796.96						
Exp	173,472.00	24.87%	43,141.25	22,106.81	21,034.44						
Healthy Communities-Health Improvement											
Rev	632,346.00	9.65%	61,020.12	0.00	61,020.12						
Exp	598,642.00	12.42%	74,331.46	27,329.37	47,002.09						
Healthy Communities-Family Health											
Rev	653,351.00	4.59%	29,985.47	0.00	29,985.47						
Exp	600,263.00	13.62%	81,726.32	36,311.92	45,414.40						
Emergency Preparedness											
Rev	108,151.00	23.26%	25,151.00	0.00	25,151.00						
Exp	100,117.00	17.15%	17,171.72	7,693.41	9,478.31						
Assure Access-Case Management											
Rev	366,400.00	12.06%	44,174.27	2,945.00	41,229.27						
Exp	354,443.00	14.95%	52,980.78	26,067.50	26,913.28						
Assure Access-Home Care											
Rev	551,500.00	7.87%	43,402.18	0.00	43,402.18						
Exp	768,703.00	12.36%	95,032.93	44,810.21	50,222.72						
Agency Totals											
Rev	3,017,495.00	9.97%	300,798.71	26,912.57	273,886.14	0.00	0.00	0.00	0.00	0.00	0.00
Exp	3,017,495.00	15.20%	458,792.23	189,351.43	269,440.80	0.00	0.00	0.00	0.00	0.00	0.00

amount has changed

75.00%	83.33%	91.67%	100.00%
September	October	November	December

outstanding payments/payments not yet posted

Workforce Dev.

CTC

FAP

LCTS

LPHG 38,372.92

MCH

SF/EBHV

WIC TANF

RPC 10,759.89

SHIP

TANF

WIC 32,585.00

PHEP

mental hlth 10,093.44

Suicide Prev 7,522.87

Covid Federal

Home care 42,259.07 estimate only see note below

141,593.19

SCHA Connector - We get reimbursed twice a year. Not included above.

Home Care-This is the billed amount and we are paid a percentage of that and that percentage varies by paysource. Also, VA may pay up to two years after the date of service.

0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00

Board Meeting 04/02/2024

Abstract Totals for Commissioner Vouchers

Board Meeting 04/02/24	Amount	Vendors	Transactions
Abstract #1	\$40,475.33	38	86
Abstract #2			
Totals	\$40,475.33	38	86

Abstract Totals for Auditor Vouchers

Board Meeting 04/02/24	Amount	Vendors	Transactions
Abstract #1			
Abstract #2			
Abstract #3			
Abstract #4			
Abstract #5			
Totals			

Sheila
3/28/24 10:59AM

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 1

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

Explode Dist. Formulas: Y

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

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15 Community Health Fund

***** Kanabec County *****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 2

	<u>Vendor</u>	<u>Name</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
	<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>		<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
15	1619	Amazon Capital Services		18.04	FHV supplies Pea to Pumpkin		Supplies	N
16	15-484-487-8453-6411			29.98	rubber gloves		Supplies	N
	1619	Amazon Capital Services		48.02	2 Transactions			
58	185	Bergstadt/Jennifer		33.50	Feb/Mar HHA mileage		Mileage & Meals	N
	15-484-496-8449-6331			33.50	1 Transactions			
	185	Bergstadt/Jennifer						
59	1396	Biever/Laurie		393.96	Feb/Mar HHA mileage		Mileage & Meals	N
	15-484-496-8449-6331			393.96	1 Transactions			
	1396	Biever/Laurie						
60	1617	Boeck/Taylor		4.02	February CM mileage		Mileage & Meals	N
61	15-484-493-8452-6331			20.10	March CM mileage		Mileage & Meals	N
	1617	Boeck/Taylor		24.12	2 Transactions			
57	3094	Burski/Kathy		95.14	March admin mileage		Mileage & Meals	N
	15-484-450-0000-6331			95.14	1 Transactions			
	3094	Burski/Kathy						
17	298	Childrens Dental Services		557.76	deliver equip/staff 1/26/24		Contracted Work	Y
	15-484-485-8475-6285			557.76	1 Transactions			
	298	Childrens Dental Services						
18	2386	Clia Laboratory Program		248.00	CLIA Laboratory Waiver Cert	24D0651172	Registration & Membership Dues	N
	15-484-450-0000-6245				09/01/2024 08/31/2026			
	2386	Clia Laboratory Program		248.00	1 Transactions			
62	1326	Hansen/Erika		196.98	Feb/Mar home care mileage		Mileage & Meals	N
	15-484-496-8447-6331			196.98	1 Transactions			
	1326	Hansen/Erika						
19	324	Healthcare First		111.02	March HHCAHPS fee	5429143	Services & Charges	N
	15-484-496-8447-6211			111.02	1 Transactions			
	324	Healthcare First						
	1951	Hemo Cue, Inc						

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15 Community Health Fund

***** Kanabec County *****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 3

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
20	15-484-487-8456-6432		282.00	HB 301 cuvettes	1549154	Medical Supplies	N
21	15-484-487-8456-6432		30.00	shipping	1549154	Medical Supplies	N
1951	Hemo Cue, Inc		312.00	2 Transactions			
234	Holland/Jeff						
63	15-484-496-8447-6331		303.51	February home care mileage		Mileage & Meals	N
64	15-484-496-8447-6331		188.27	March home care mileage		Mileage & Meals	N
234	Holland/Jeff		491.78	2 Transactions			
434	Inovalon Provider, Inc.						
24	15-484-487-8453-6211		261.34	March billing svc/eligibility	24M-0037556	Services & Charges	N
23	15-484-493-8452-6211		221.74	March billing svc/eligibility	24M-0037556	Services & Charges	N
22	15-484-496-8447-6211		308.86	March billing svc/eligibility	24M-0037556	Services & Charges	N
434	Inovalon Provider, Inc.		791.94	3 Transactions			
3095	Isanti County Public Health						
8	15-484-485-8468-6880		264.19	January Eats strategy		Grant Admin- Pass thru	N
9	15-484-485-8468-6880		572.41	January Moves strategy		Grant Admin- Pass thru	N
10	15-484-485-8468-6880		3,742.66	January Well-Being strategy		Grant Admin- Pass thru	N
11	15-484-485-8468-6880		264.56	February Eats strategy		Grant Admin- Pass thru	N
12	15-484-485-8468-6880		529.13	January Moves strategy		Grant Admin- Pass thru	N
13	15-484-485-8468-6880		3,240.91	February Well-Being strategy		Grant Admin- Pass thru	N
14	15-484-485-8468-6880		529.13	February Tobacco strategy		Grant Admin- Pass thru	N
3095	Isanti County Public Health		9,142.99	7 Transactions			
1323	Johnstone/Kristi						
65	15-484-496-8447-6331		119.26	Feb/Mar home care mileage		Mileage & Meals	N
1323	Johnstone/Kristi		119.26	1 Transactions			
1308	Lejonvarn/Kirsten						
51	15-484-487-8450-6331		9.38	Feb/Mar TANF mileage		Mileage & Meals	N
52	15-484-487-8453-6331		151.42	Feb/Mar SF mileage		Mileage & Meals	N
1308	Lejonvarn/Kirsten		160.80	2 Transactions			
667	Lighthouse Child & Family Services LLC						
6	15-484-487-8453-6211		300.00	2 hrs EBFHV 02/20/24	7304	Services & Charges	N
7	15-484-487-8453-6211		60.30	travel 02/20/24	7304	Services & Charges	N
667	Lighthouse Child & Family Services LLC		360.30	2 Transactions			
1604	McClellan/Brianne						

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15 Community Health Fund

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 4

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
81	15-484-485-8444-6331		197.65	March mileage		Mileage & Meals	N
1604	McClellan/Brianne		197.65	1 Transactions			
1143	McKesson Medical-Surgical Govt Solutior						
28	15-484-487-8456-6432		0.30	shipping	21744615	Medical Supplies	N
26	15-484-496-8447-6432		61.50	bandage, support surgigrip	21823758	Medical Supplies	N
25	15-484-496-8447-6432		11.60	Nitrl exam gloves	21823804	Medical Supplies	N
27	15-484-496-8447-6211		1,029.31	coaguchek, XSSystem	21841937	Services & Charges	N
1143	McKesson Medical-Surgical Govt Solutior		1,102.71	4 Transactions			
198	Mille Lacs Co. Community & Veterans Ser						
29	15-484-485-8468-6880		2,026.09	February Eats strategy		Grant Admin- Pass thru	N
30	15-484-485-8468-6880		1,886.78	February Tobacco strategy		Grant Admin- Pass thru	N
31	15-484-485-8468-6880		2,851.93	February Well-being strategy		Grant Admin- Pass thru	N
32	15-484-485-8468-6880		412.92	February Moves strategy		Grant Admin- Pass thru	N
33	15-484-485-8468-6880		1,193.01	Feb store aud JUUL Settlement		Grant Admin- Pass thru	N
198	Mille Lacs Co. Community & Veterans Ser		8,370.73	5 Transactions			
8040	Miller, Patti						
66	15-484-485-8480-6331		393.15	Jan/Feb mileage/meals		Mileage & Meals	N
84	15-484-485-8480-6331		80.40	March mileage		Mileage & Meals	N
67	15-484-485-8480-6411		68.29	supplies		Program Supplies	N
85	15-484-485-8480-6411		40.03	supplies		Program Supplies	N
8040	Miller, Patti		581.87	4 Transactions			
52	Olson/Autumn						
77	15-484-487-8450-6331		8.04	March TANF mileage		Mileage & Meals	N
78	15-484-487-8451-6331		23.45	Feb/Mar HP mileage		Mileage & Meals	N
79	15-484-487-8453-6331		166.16	Feb/Mar SF mileage		Mileage & Meals	N
80	15-484-487-8457-6331		3.35	March MCH mileage		Mileage & Meals	N
52	Olson/Autumn		201.00	4 Transactions			
632	Pine County Health & Human Services						
34	15-484-485-8468-6880		2,381.43	February Eats strategy		Grant Admin- Pass thru	N
35	15-484-485-8468-6880		895.09	February Tobacco strategy		Grant Admin- Pass thru	N
36	15-484-485-8468-6880		1,720.82	February Well-Being strategy		Grant Admin- Pass thru	N
37	15-484-485-8468-6880		1,252.91	February Moves strategy		Grant Admin- Pass thru	N
632	Pine County Health & Human Services		6,250.25	4 Transactions			
2712	Raudabaugh/Carey						

Sheila
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15 Community Health Fund

***** Kanabec County *****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
68	15-484-493-8452-6331		167.50	Jan-Mar CM mileage		Mileage & Meals N
69	15-484-496-8447-6331		34.84	February home care mileage		Mileage & Meals N
2712	Raudabaugh/Carey		202.34	2 Transactions		
70	1322 Ringler/Jezzalyn		56.28	Feb/Mar mileage		Mileage & Meals N
	1322 Ringler/Jezzalyn		56.28	1 Transactions		
71	3174 Rosburg/Diane		272.69	Feb/Mar home care mileage		Mileage & Meals N
	3174 Rosburg/Diane		272.69	1 Transactions		
72	1452 Sandberg/Debbie		44.89	Feb/Mar CM mileage		Mileage & Meals N
	1452 Sandberg/Debbie		44.89	1 Transactions		
43	494 SHI International Corp		852.98	HP ProBook 450 G10 notebook	B18032891	Computers & Hardware N
44	15-484-485-8468-6405		852.98	HP ProBook 450 G10 Notebook	B18032891	Computers & Hardware N
45	15-484-496-8447-6405		852.98	HP ProBook 450 G10 Notebook	B18032891	Computers & Hardware N
494	SHI International Corp		2,558.94	3 Transactions		
38	105 St. Clare Living Community of Mora		1,955.00	February PT visits		Services & Charges Y
39	15-484-496-8447-6211		680.00	February OT visits		Services & Charges Y
40	15-484-496-8447-6211		15.00	February Consultation time		Services & Charges Y
41	15-484-496-8447-6211		612.50	February drive time		Services & Charges Y
42	15-484-496-8447-6211		263.98	February mileage		Services & Charges Y
105	St. Clare Living Community of Mora		3,526.48	5 Transactions		
73	1315 Sundsvold/Miranda		117.92	Feb CM mileage		Mileage & Meals N
86	15-484-493-8452-6331		24.79	March CM mileage		Mileage & Meals N
1315	Sundsvold/Miranda		142.71	2 Transactions		
82	1083 Swanson/Lori		17.42	1st QTR SHIP mileage		Mileage & Meals N
1083	Swanson/Lori		17.42	1 Transactions		
1893	Tamarac Medical,Inc					

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15 Community Health Fund

***** Kanabec County *****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 6

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
46	15-484-487-8451-6432		7 blood lead analysis	122108	Medical Supplies	N
1893	Tamarac Medical,Inc		1 Transactions			
83	167 Telander/Sarah		1st qtr mileage		Mileage & Meals	N
167	Telander/Sarah		1 Transactions			
74	1333 Tomczak/Kailey		Feb/Mar HHA mileage		Mileage & Meals	N
1333	Tomczak/Kailey		1 Transactions			
76	1268 Tomczak/Kristi		Feb/Mar HM mileage		Mileage & Meals	N
75	15-484-496-8448-6331		Feb/Mar HHA mileage		Mileage & Meals	N
1268	Tomczak/Kristi		2 Transactions			
1	1328 True Directions, Inc.		4 weeks prss on call	17	Contracted Work Peer Recovery Sup	N
2	15-484-485-8490-6285		March cell phone	17	Contracted Work Peer Recovery Sup	N
3	15-484-485-8490-6285		March admin costs	17	Contracted Work Peer Recovery Sup	N
4	15-484-485-8490-6285		PRSS treatment services	17	Contracted Work Peer Recovery Sup	N
5	15-484-485-8490-6285		Franklin Outdoor Advertising	17	Contracted Work Peer Recovery Sup	N
1328	True Directions, Inc.		5 Transactions			
47	1242 Under One Roof		training registration	R8NQNSQW5VP	Staff Development	N
1242	Under One Roof		1 Transactions			
49	518 Welia Health		12/15/23 SPIKEVAX	pharmacy	Medical Supplies	N
50	15-484-469-8440-6432		12/21/23 SPIKEVAX	pharmacy	Medical Supplies	N
48	15-484-490-8489-6432	R	4/18/23 Epi JR 2 pk	pharmacy	Medical Supplies	N
518	Welia Health		3 Transactions			
53	452 Zaiser/Kelly		Feb/Mar TANF mileage		Mileage & Meals	N
55	15-484-487-8450-6331		March SF mileage		Mileage & Meals	N
54	15-484-487-8453-6331		March WIC mileage		Mileage & Meals	N
56	15-484-487-8456-6331		Feb/Mar CM mileage		Mileage & Meals	N
	15-484-493-8452-6331					

Sheila
3/28/24 10:59AM
15 Community Health Fund

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 7

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
452 Zaiser/Kelly		30.82	4 Transactions		
15 Fund Total:		40,475.33	Community Health Fund	38 Vendors	86 Transactions
Final Total:		40,475.33	38 Vendors	86 Transactions	

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	15	40,475.33	Community Health Fund	
	All Funds	40,475.33	Total	Approved by,
			
			

9:40am Appointment

April 2, 2024

REQUEST FOR BOARD ACTION

a. Subject: Tax Court Filing	b. Origination: Tax Court/Assessors/Attorneys
c. Estimated time: 5-10 minutes	d. Presenter(s): Barbara McFadden, County Attorney

e. Board action requested:

Approve the following resolution:

Resolution # _____ -4/2/24 **Approve Payment of Tax Court Order**

WHEREAS, an Order Granting Motion for Costs and Disbursements was filed in Court File Nos. 33-CV-21-86 and 33-CV-22-71, a property tax appeal, on March 22, 2024, wherein the County was ordered to pay \$4,767.50 to the petitioning party; and

WHEREAS, the recommendation of the County Attorney and consulting attorney is that it is in the best financial interest of the Kanabec County taxpayers to pay the order and avoid the costly appeal process.

THEREFORE, BE IT RESOLVED the Kanabec County Board of Commissioners hereby approves paying \$4,767.50 to RHTC LLC to satisfy the order granting the petitioner's motion for costs and disbursements.

f. Background:

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

Date received in County Coordinators Office:

Coordinators Comments:

STATE OF MINNESOTA
COUNTY OF KANABEC

TAX COURT
REGULAR DIVISION

RHTC LLC,

Petitioner,

vs.

County of Kanabec,

Respondent.

**ORDER GRANTING MOTION
FOR COSTS AND
DISBURSEMENTS**

File No. 33-CV-21-86, 33-CV-22-71

Filed: March 22, 2024

This consolidated matter came before the Honorable Wendy S. Tien, Judge of the Minnesota Tax Court, on petitioner's motion for costs and disbursements.

Timothy A. Rye and Adam J. Pabarcus, Larkin Hoffman Daly & Lindgren Ltd, represent petitioner RHTC LLC ("RHTC").

Richard Hodsdon, Special Assistant County Attorney, represents respondent Kanabec County.

The court, having considered all of the files, records, and proceedings herein, now makes the following:

ORDER

1. RHTC's motion for costs and disbursements is granted.
2. Judgment is entered in favor of RHTC and against Kanabec County in the amount of \$4,767.50.

IT IS SO ORDERED. THIS IS A FINAL ORDER. LET JUDGMENT BE ENTERED
ACCORDINGLY.

BY THE COURT:

Wendy

S. Tien

Wendy S. Tien, Judge

MINNESOTA TAX COURT

Digitally signed
by Wendy S. Tien

Date: 2024.03.21

17:09:07 -05'00'

Dated: March 22, 2024

MEMORANDUM

This consolidated case concerned a subject property comprising two separate parcels of land in Mora, Minnesota: a vacant, unimproved 39.49 acre parcel (the “west parcel”)¹, and an improved 7.93 acre parcel (the “east parcel”)², together commonly known as 2031 Rowland Road.

The Kanabec County Assessor originally estimated the market value of the west parcel at \$93,500 for both years at issue³ and classified the west parcel as rural vacant land, non-homestead for both years at issue.⁴ The Assessor estimated the market value of the east parcel at \$3,681,600 for 2020 and \$3,787,200 for 2021 and classified the east parcel as commercial land for both years at issue.⁵ RHTC disputed the classification of the east parcel, that the subject property was unequally assessed, and that the estimated value of the subject property exceeded its fair market

¹ Pet. 1 Attach. (filed Mar. 31, 2021); Pet. 2 Attach. (filed Mar. 21, 2022).

² Pet. 1 Attach.; Pet. 2 Attach.

³ Pet. 1 Attach.; Pet. 2 Attach. This Memorandum will use 2020 and 2021 to refer to the assessment dates of January 2, 2020, and January 2, 2021 (the “years at issue”), rather than the tax payable years.

⁴ Pet. 1 Attach.; Pet. 2 Attach.

⁵ Pet. 1 Attach.; Pet. 2 Attach.

value.⁶ The petitions for the years at issue were consolidated and came on for trial on May 31, June 1, and June 20, 2023.

At trial, RHTC abandoned its petition as to the west parcel – which the County refused to acknowledge – and presented no evidence as to its value or classification. Following trial, this court filed an order containing three elements. First, the Order affirmed the assessments as to the west parcel for both years at issue, on the grounds that RHTC presented no evidence to overcome the presumptive validity of the assessments.⁷ Second, the Order affirmed the classification as to the east parcel for both years at issue.⁸ Finally, the Order decreased the assessed value of the subject property from \$3,681,600 to \$3,150,000 as of January 2, 2020, and from \$3,787,200 to \$3,085,000 as of January 2, 2021.⁹

On February 16, 2024, RHTC filed a Motion for Costs and Disbursements requesting a total of \$4,767.50 in costs and disbursements.¹⁰ These costs were on account of the following:¹¹

Minn. Stat. § 549.02, subd. 1 (2022), per case	\$400.00
Filing fee	\$825.00
Other – court reporter fees	\$1625.00
Other – expert witness fees	\$1917.50
Total	\$4767.50

On February 27, 2024, the County opposed the Motion.¹²

⁶ Pet. 1 Box 7; Pet. 2 Box 7.

⁷ Finding of Fact, Conclusions of Law, Order for Judgment ¶ 1 (filed Dec. 20, 2023) (the “Order”).

⁸ Order ¶ 2.

⁹ Order ¶¶ 3-4.

¹⁰ Pet’r’s Mot. Costs & Disbursements 1 (filed Feb. 16, 2024).

¹¹ Pet’r’s Mem. Supp. Mot. Costs & Disbursements 5-6 (filed Feb. 16, 2024) (“Pet’r’s Mem.”); Aff. Adam J. Pabarcus (signed Feb. 16, 2024) ¶¶ 2-6 & Ex. C.

¹² Resp’t’s Mem. Opp’n Mot. Costs & Disbursements (filed Feb. 27, 2024) (“Resp’t’s Mem.”).

II. GOVERNING LAW

The Legislature has provided for the taxation of costs and disbursements in tax court appeals: “Upon the determination of any appeal ... before the Tax Court ... , the costs and disbursements shall be taxed and allowed in favor of the prevailing party and against the losing party as in civil actions” Minn. Stat. § 271.19 (2022).¹³ “The prevailing party in any action is one in whose favor the decision or verdict is rendered and judgment entered.” *HNA Properties v. Moore*, 848 N.W.2d 238, 242-43 (Minn. App. 2014) (quoting *Borchert v. Maloney*, 581 N.W.2d 838, 840 (Minn. 1998)) (holding that, in the case of dismissal on procedural grounds, the defendant was not a “prevailing party” as the district court did not evaluate the evidence and the parties’ substantive arguments). To determine the “prevailing party,” the court should consider the general result and determine who, in the view of the law, succeeded in the action. *Borchert*, 581 N.W.2d at 840.

Property tax appeals are subject to further provisions governing costs and disbursements. “[W]hen an appeal is taken to the Tax Court in any case dealing with property valuation, assessment, or taxation for property tax purposes, the provisions of ... chapter 278 shall apply” Minn. Stat. § 271.06, subd. 1 (2022). Section 278.07 addresses the award of costs and disbursements in property tax appeals specifically, and provides in relevant part as follows:

Judgment shall be for the amount of the taxes for the year as the court shall determine the same, less the amount paid thereon, if any If the tax so determined is decreased from the amount originally levied, the court may, in its discretion, award disbursements to the petitioner, which shall be taxed and allowed and be deducted from the amount of the taxes as determined

¹³ The procedural requirements for a costs and disbursements motion are specified by tax court rule. Minn. R. 8610.0150 (2023).

Minn. Stat. § 278.07 (2022). Accordingly, an award of costs and disbursements is generally discretionary. *See, e.g., Cambridge Apartments v. Cnty. of Hennepin*, No. TC-19156, 1995 WL 225477, at *1 (Minn. T.C. Apr. 13, 1995) (so holding).

III. ANALYSIS

RHTC contends that it is entitled to costs and disbursements as a prevailing party under Minnesota Statutes section 278.07.¹⁴ RHTC identifies four separate issues the court decided at trial: the classification and valuation of the east parcel, and the classification and assessment of the west parcel.¹⁵ As to the east parcel, RHTC acknowledges that this court found for the County as to classification, but states that the Order ultimately decreased the valuation of the east parcel for both years at issue.¹⁶ RHTC characterizes the valuation of the east parcel as the “main focus at trial.”¹⁷ As to the west parcel, RHTC contends that, although the court sustained the County’s assessments, because RHTC did not dispute or otherwise present any evidence regarding the west parcel, RHTC prevailed on both these classification and valuation issues.¹⁸

The County contends that RHTC “completely and utterly failed to obtain any relief ... after a trial on the merits” as to the west parcel, making the County the prevailing party on those classification and valuation issues.¹⁹ In addition, the County acknowledges this court decreased the valuation of the east parcel for both years,²⁰ but contends that “the major issue and the real

¹⁴ Pet’r’s Mem. 2.

¹⁵ Pet’r’s Mem. 2-4.

¹⁶ Pet’r’s Mem. 3-4 (citing *Am. Multi-Cinema, Inc. v. Cnty. of Hennepin*, No. 27-CV-12-8506, 2016 WL 5874439, at *5 (Minn. T.C. Sept. 30, 2016)).

¹⁷ Pet’r’s Mem. 3.

¹⁸ Pet’r’s Mem. 4.

¹⁹ Resp’t’s Mem. 2.

²⁰ Resp’t’s Mem. 3.

focus of much of the dispute” was the classification of the east parcel,²¹ which remained unchanged. The County cited no legal authority in support of its opposition.

Although section 271.19 refers to the prevailing party, for purposes of an award of costs and disbursements in chapter 278 proceedings, the court first must look to section 278.07 to determine whether the court has the discretion to award costs and disbursements to RHTC in the first instance. See *Connexus Energy v. Comm’r of Revenue*, 868 N.W.2d 234, 242 (Minn. 2015) (quoting *Beck v. Groe*, 245 Minn. 28, 41, 70 N.W.2d 886, 859) (“[t]he principle of construction that specific terms covering the given subject matter will prevail over general language of the same or another statute which might otherwise prove controlling is well settled.”). “[T]he canon has particular applicability when, as here, the Legislature ‘has enacted a comprehensive scheme and has deliberately targeted specific problems with specific solutions.’” *Connexus Energy*, 868 N.W.2d at 242. (quoting *RadLAX Gateway Hotel, LLC v. Amalgamated Bank*, 566 U.S. 639 (2012)). In addition, this court generally has “discretion to determine which party, if any, qualifies as a prevailing party,” *Benigni v. Cnty. of St. Louis*, 585 N.W.2d 51, 54-55 (Minn. 1998) (footnote omitted), taking into consideration the general result and who, in the view of the law, succeeded in the action. *Borchert*, 581 N.W.2d at 840. Accordingly, the court will consider whether RHTC satisfies the requirements of section 278.07 and review the general result the parties achieved at trial to determine whether it is a “prevailing party.”

A. Section 278.07

First, considering whether the court may award RHTC costs and disbursements under section 278.07, the court interprets statutory text according to its plain meaning. Minn. Stat. § 645.16; *Shire v. Rosemount, Inc.*, 875 N.W.2d 289, 292 (Minn. 2016). When a statute is clearly

²¹ Resp’t’s Mem. 3.

worded, the court shall not consider legislative history or canons of construction. *Hutchinson Tech., Inc. v. Comm'r of Revenue*, 698 N.W.2d 1, 8 (Minn. 2005). Section 278.07 plainly states that, “[i]f the tax so determined is decreased from the amount originally levied, the court may, in its discretion, award disbursements to the petitioner.” Minn. Stat. § 278.07.

This court’s Order decreased the fair market value of the subject property from the originally assessed amount of \$3,681,600 to \$3,150,000 as of January 2, 2020, and from the originally assessed amount of \$3,787,200 to \$3,085,000 as of January 2, 2021.²² If “the legislature’s intent is clearly discernable from plain and unambiguous language, statutory construction is neither necessary nor permitted and [we] apply the statute’s plain meaning.” *State v. Stay*, 935 N.W.2d 428, 430 (Minn. 2019) (quoting *Am. Tower, L.P. v. City of Grant*, 636 N.W.2d 309, 312 (Minn. 2001)). Plainly, under section 278.07, this court has the discretionary authority to award costs and disbursements to RHTC, although it is not required to do so.

B. Prevailing Party: Section 271.19

Second, to determine who the prevailing party is under section 271.19, the court will consider the general result at trial and who, in the view of the law, succeeded in the action. *Borchert*, 581 N.W.2d at 840.

1. West parcel issues

The west parcel dispute is more straightforward, and the court will address it first. The parties disagree concerning the characterization of the west parcel dispute, with the County contending it prevailed and RHTC the opposite.²³ The County asserts that RHTC did not “overcome the statutory presumption of the assessor’s classification and valuation being

²² Order ¶¶ 3-4.

²³ Resp’t’s Mem. 2; Pet’r’s Mem. 4.

correct”²⁴ This characterization, while technically correct,²⁵ omits two salient facts. First, RHTC did not seek to challenge the presumptive validity of the assessment.²⁶ Second, the County sought to substantially increase the valuation of the west parcel from \$93,500 to \$235,000 for each year at issue,²⁷ contending (wrongly) that RHTC had placed the value of the west parcel at issue through the testimony of its fact witness.²⁸

In sustaining the assessments as to the west parcel, this court noted initially that RHTC had expressed no intention to pursue its petitions concerning the west parcel and, as of the preparation of its expert report, had apparently abandoned its petition.²⁹ Moreover, this court referenced the parties’ respective burdens of proof: namely, a county may not present evidence to overcome the presumption that the assessment is valid; that initial burden rests with the taxpayer. *Ct. Park Co. v. Cnty of Hennepin*, 907 N.W.2d 641, 645 (Minn. 2018) (finding non-reversible error where the tax court considered the County’s evidence in granting dismissal for failure to satisfy the taxpayer’s burden of proof).³⁰ The County acknowledged these burdens as “so long-established

²⁴ Resp’t’s Mem. 1.

²⁵ In some circles, “technically correct” is “the best kind of correct.” *Futurama: How Hermes Requisitioned His Groove Back* (FOX Broadcasting Corp. television broadcast Apr. 2, 2000) (guidance provided from one bureaucrat to another). However, this court does not consider facts in isolation, particularly when doing so may be misleading.

²⁶ The County sought to enforce the statutory presumption of validity in its own favor. Resp’t’s Post-Trial Br. 6-7 (filed Aug. 11, 2023).

²⁷ Resp’t’s Post-Trial Br. 5-6, 9-10.

²⁸ Resp’t’s Post-Trial Br. 6-9. (referencing Tr. 179-81 (May 30, 2023)). The court observed that the County had mischaracterized Mr. Ludowese’s testimony to support its contention.

²⁹ Order 21-22 (noting that RHTC presented no testimony concerning the west parcel); *See* Tr.; Ex. 1, at 2, 10 (expert witness report describing only the east parcel).

³⁰ Order 23.

by Minnesota Statutes and case law that it hardly bears citation to legal authority to remind the Court and any observer what that standard is.”³¹

Accordingly, the County did not prevail concerning the west parcel. The court did not grant the County the increase in value it sought for either year at issue but rather sustained the assessments, as RHTC intended at trial.

2. East parcel issues

Moving on to the east parcel, the parties dispute the weight to accord to the various issues under petition, with the County describing the classification of the east parcel as the “major issue” in dispute³² and RHTC describing the valuation of the east parcel in like fashion. Each party was “successful to some degree” at trial concerning the east parcel, *Am. Multi-Cinema*, 2016 WL 5874439, at *4 (quoting *Borchert*, 581 N.W.2d at 840), as the court sustained the County’s classification but reduced the valuation as to both years at issue. This mixed result does not preclude a determination that RHTC is the prevailing party. *Id.* (finding that petitioner was the prevailing party even where court rejected some of its expert testimony and relied on some of County’s data sources).

RHTC characterizes classification as merely a “preliminary, threshold matter” to be resolved to determine the primary valuation issue.³³ Although this downplays the importance of the classification issue, to which RHTC’s fact witness devoted extensive testimony³⁴ and more than half of its post-trial opening brief, the court nonetheless agrees that RHTC was the prevailing party. A significant purpose of this litigation was to determine the fair market value of the property

³¹ Order 23; Resp’t’s Post-Trial Br. 3-4.

³² Resp’t’s Mem. 3.

³³ Pet’r’s Mem. 2-3.

³⁴ Tr. 66-158.

as of the years at issue. Both parties provided this court with expert testimony concerning the value of the subject property,³⁵ and both testified extensively as to the cost, sales comparison, and income approaches to value, to which this court devoted the majority of the trial order.³⁶ RHTC sought a determination that the fair market value of the subject was less than its estimated market value, and the County correspondingly sought a determination that the fair market value of the subject was approximately 1.7 times its assessed value as of January 2, 2020, and 1.6 times its assessed value as of January 2, 2021.³⁷

The court did not adopt the opinion of either expert in full. Instead, the court undertook its own determination of value under the cost and sales approaches³⁸ and rejected both experts' income approach to value.³⁹ Ultimately, the court determined that the fair market value of the subject was 14.4 percent less than its assessed value as of January 2, 2020, and 18.5 percent less than its assessed value as of January 2, 2021. Based on the general result taken as a whole, *Borchert*, 581 N.W.2d at 840, in which RHTC achieved a substantial reduction in the fair market valuation of the subject property as to both years at issue, and the County did not obtain an increase in the valuation over the assessment, RHTC is a prevailing party for purposes of an award of costs and disbursements.

The County made no specific objections to any of the costs and disbursements RHTC requested. The court considers each of the costs and disbursements in counsel's affidavit

³⁵ Tr.; Ex. 1 (expert witness report of Scot Torkelson); Ex. B (expert witness report of Ethan Waytas).

³⁶ Order 24-82.

³⁷ Order 7.

³⁸ Order 54-55 (cost approach); 68 (sales approach).

³⁹ Order 81-82 (rejection of income approach).

reasonable and allowable. See Minn. Stat. § 549.02, subd. 1 (authorizing payment of \$200 to plaintiff upon judgment in plaintiff's favor); Minn. Stat. § 549.04 (2022) (authorizing allowance of reasonable disbursements); *Am. Multi-Cinema*, 2016 WL 5874439, at * 1, 6 ((awarding the prevailing petitioner "Court Reporter & Transcript Fees"); *Menard, Inc. v. Cnty of Washington*, No. 82-CV-14-1681 et al., 2018 WL 893889, at *2 (Minn. T.C. Jan. 26, 2018) (awarding the prevailing petitioner both court reporter appearance fees and transcript costs).

W.S.T.

9:45am Appointment

April 2, 2024

REQUEST FOR BOARD ACTION

a. Subject: Request for Authorization to Sell a County Owned Vehicle	b. Origination: Coordinator's Office
c. Estimated time: 2 minutes	d. Presenter(s): Kim Christenson

e. Board action requested:

Resolution # **-4/2/24** **Approval to Sell the 2002 Dodge Caravan**

WHEREAS, the County-owned 2002 Dodge Caravan is in need of costly repairs that are estimated to exceed its value and remaining lifespan;

THEREFORE, BE IT RESOLVED, the Kanabec County Board of Commissioners hereby grants authority to staff to sell the 2002 Dodge Caravan via public auction.

f. Background:

The 2002 Caravan is part of the vehicle pool but is only used for trips between buildings. Due to the age of the vehicle it is in need of a lot of repairs, i.e., needs a new muffler, windshield wipers don't work most the time, floor boards are rotting, etc.

Based on these factors, we are requesting permission to sell the Caravan instead of repairing it at this time. The van would be sold through a public auction service in Ogilvie.

There are currently 3 vehicles remaining in the vehicle pool(s):

- 2017 Dodge Caravan (leased) at PSB, (Family Services pool)
- 2022 Nissan Rouge (leased) at Courthouse, mostly used by EDA Director
- 2009 Chevy Impala (county owned) at Courthouse

Supporting Documents: None ☒

Attached:

Date received in County Coordinators Office:	N/A
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Coordinators Comments:

9:50am Appointment

April 2, 2024

REQUEST FOR BOARD ACTION

a. Subject: Request to Fill a Vacancy	b. Originating Department/Organization/Person: Auditor Treasurer's Office
c. Estimated time: 5-10 Minutes	d. Presenter(s): Kris McNally, Coordinator on behalf of Denise Snyder, County Auditor/Treasurer

e. Board action requested:

Approve the following resolution:

Resolution #__ – 4/2/24

WHEREAS, as the result of an upcoming retirement, there is a vacancy in the position of full-time Deputy Auditor-Finance, and

WHEREAS the Board desires to refill this position;

THEREFORE, BE IT RESOLVED that the County Board authorizes the County Auditor/Treasurer and Human Resources to hire a full-time Deputy Auditor- Finance to fill the position at the Grade 10 and step defined by the pay system and policy P-106;

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

BE IT FURTHER RESOLVED that if the position is filled by an internal promotion, the vacancy caused by the promotion is approved to be filled.

f. Background:

This position is primarily responsible for payroll and accounts payable functions.

Marie Sward has submitted written notice of her intent to retire on 6/20/24.

Supporting Documents: None ☒ **Attached:**

Date received in County Coordinators Office: N/A

Coordinators Comments:

9:55am Appointment

Items a. & b.

April 2, 2024

REQUEST FOR BOARD ACTION

a. Subject: Request to Fill Vacancies	b. Originating Department/Organization/Person: Sheriff's Office
c. Estimated time: 5-10 Minutes	d. Presenter(s): Kris McNally, Coordinator on behalf of the Sheriff's Office

e. Board action requested:

Approve the following resolution A.:

Resolution #__ – 4/2/24
Approval to Fill an Investigator Vacancy

WHEREAS, as the result of an internal promotion, there is a vacancy in the Kanabec County Sheriff's Office in the Investigator position, and

WHEREAS the Board desires to refill this vacant position;

BE IT RESOLVED that the County Board authorizes the Sheriff or designee and the County Personnel Director to hire a full-time Investigator to fill the position at Grade 15 and Step defined by the pay system and policy P-106.

Approve the following resolution B.:

Resolution #__ – 4/2/24
Approval to Fill Two Full-Time Correctional Officer/Dispatcher Vacancies

WHEREAS, as the result of one resignation and one retirement, there are two full-time vacancies in the Kanabec County Sheriff's Office in the Correctional Officer/Dispatcher position, and

WHEREAS the Board desires to refill these vacant positions;

BE IT RESOLVED that the County Board authorizes the Sheriff or designee and the County Personnel Director to hire two full-time Correction Officer/Dispatchers to fill the positions at Grade 10 and Step defined by the pay system and policy P-106.

f. Background:

Supporting Documents: None ☒ **Attached:**

Date Received in County Coordinator's Office:

Coordinators Comments:

9:55am Appointment

Item c.

April 2, 2024

REQUEST FOR BOARD ACTION

a. Subject: Request to Hire a Deputy Above Step A	b. Origination: Kanabec County Sheriff's Office
c. Estimated time: 5-10 minutes	d. Presenter(s): Kris McNally, Coordinator on behalf of the Sheriff's Office

e. Board action requested:

Approve the following resolution:

Resolution #__ - 4/2/24

Approval to Hire a Deputy Above Step A

WHEREAS, Kanabec County Sheriff's Office has a full-time Deputy vacancy, and

WHEREAS, Kanabec County has an opportunity to hire a highly qualified candidate; and

WHEREAS, said candidate has 15 years of current law enforcement experience and training, as well as current, valid POST licensure; and

WHEREAS, said candidate has expressed a desire to work for Kanabec County; and

WHEREAS, Kanabec County's Wage & Salary Policy P-106 allows the Board to recognize relevant experience and education for hiring a candidate above Step A on the wage chart; and

WHEREAS, the Kanabec County Sheriff is recommending hiring this candidate at Grade 14, Step F (\$36.18/hour) plus a one-time starting bank of 40 hours of PTO, which is commensurate with his current pay and benefit structure;

THEREFORE BE IT RESOLVED the Board of Commissioners hereby approves the Sheriff and Human Resources to hire this Deputy candidate at Grade 14, Step F with a starting bank of 40 hours of PTO, contingent on successful completion of the background study.

f. Background: Per policy P-106:

IX. CREDIT FOR EXPERIENCE POLICY

- A. It is the policy of Kanabec County to recognize prior education and experience that a new employee has had. Subsequently, when an individual with previous relevant education and experience is offered a position at Kanabec County, his/her previous education and experience may be taken into consideration when determining the starting rate of pay.
- B. The determination of the actual salary for a new employee which is above the beginning rate shall be made by the County Board of Commissioners upon the recommendation of the Department Head. As a guideline, one step into the pay range may be granted for each year of education and/or experience which exceeds the education and experience requirements specified on the job description not to exceed the third step.
1. Exceptions may be made to this policy with demonstrated evidence of market need and a unanimous vote of the Board of Commissioners.
 2. DEFINITION: PRIOR EXPERIENCE: Prior experience must be recent, relevant, and be of superior quality as indicated by references, background checks and any other pertinent information.

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

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

The remaining Deputy opening is on-hold pending the outcome of the legislative session regarding the School Resource Officer (SRO), as well as schools' 2024-2025 financial commitments and the County's 2025 budget.

10:05am Appointment

April 2, 2024

REQUEST FOR BOARD ACTION

a. Subject: Request to Apply for a Section Corner Re-Establishment Grant	b. Origination: County Surveyor
c. Estimated time: 10 minutes	d. Presenter(s): Tyler Kroschel, County Surveyor

e. Board action requested:

Approve the following resolution:

Resolution #__ - 4/2/24

PLSS Monument/Section Corner Re-Establishment Grant

WHEREAS, Kanabec County is responsible for maintaining Public Land Survey (PLS) corners in Kanabec County, and

WHEREAS, Kanabec County has many PLS corners that need to be re-established, and

WHEREAS, there is funding available from the Spring 2024 Public Land Survey System (PLSS) Monument Grant through MnGeo available, and

WHEREAS, Kanabec County's Surveyor desires to apply for said funds in the amount of \$140,000;

NOW, THEREFORE, BE IT RESOLVED, the Kanabec County Board of Commissioners hereby supports the application for grant funds for reestablishing PLS corners in Kanabec County.

f. Background:

Supporting Documents: None: ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

Agenda Item #1

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of the County Coordinator

UNAPPROVED MINUTES

March 19, 2024

The Kanabec County Board of Commissioners met at 9:00am on Tuesday, March 19, 2024 pursuant to adjournment with the following Board Members present: Rick Mattson, Tom Roeschlein, Wendy Caswell, Alison Holland and Peter Ripka. Absent: None. Others Present: Board Clerk Kris McNally, County Attorney Barbara McFadden and Recording Secretary Kelsey Schiferli.

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

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

Action #1 – It was moved by Alison Holland, seconded by Tom Roeschlein, and carried unanimously to approve the agenda with the following additions: 10:00am Appointment, Late Entry- Request to Fill a Vacancy for a Building Maintenance Technician I; Late Entry- Knife Lake Sportsman's Club gambling requests.

Action #2 – It was moved by Wendy Caswell, seconded by Peter Ripka and carried unanimously to approve the Regular Meeting Minutes of March 5, 2024 as presented.

Action #3 – It was moved by Tom Roeschlein, seconded by Wendy Caswell and carried unanimously to approve the Public Hearing Minutes of March 7, 2024 as presented.

9:02am – The Chairperson called for public comment. Those that responded included the following:

Ayrlahn Johnson	Comments regarding a proposed resolution to fully fund public roads.
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9:14am – The Chairperson closed public comment.

Action #4 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to recess the meeting at 9:14am to a time immediately following the Family Services Board.

The Kanabec County Family Services Board met at 9:14am on Tuesday, March 19, 2024 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 #FS5 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the Family Services Board Agenda as presented.

Child Support/Financial Assistant Supervisor Tim Dahlberg gave a presentation regarding a request to implement the Mitel Softphone System.

Action #FS6 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #FS6 – 3/19/24

Mitel Softphone System Resolution

WHEREAS, Kanabec County Family Services currently utilizes cell phones within the Financial Assistance and Child Support units to administer state-mandated programs, and

WHEREAS, there have been communication difficulties while utilizing cell phones in this capacity, and a cell phone is an additional device for each worker, and these devices have an ongoing cost, and

WHEREAS, a softphone alternative would streamline phone operations, and reduce the number of electronic devices, and reduce ongoing costs, and

WHEREAS, the Mitel Softphone system offers a solution to these concerns, and implementation would have a total cost of approximately \$6358.73, and \$4658.73 of this cost will be paid with state-funded health care unwinding dollars, and \$735.00 will be paid with state/federal reimbursement dollars, and

WHEREAS, the county dollar implementation cost will be approximately \$965.00, and there will no longer be an ongoing monthly cell phone cost for these users.

THEREFORE the Family Services Director requests the transition from cell phones for the Financial Assistance and Child Support units to the Mitel Softphone system with a cost of approximately \$965.00 county dollars.

THEREFORE BE IT RESOLVED the Kanabec County Family Services Board approves the Family Services department working in conjunction with the Information Systems department to implement the Mitel Softphone system for the Financial Assistance and Child Support units.

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

Action #FS7 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #FS7 – 3/19/24
Social Work Month 2024 Proclamation:
Empowering Social Workers

WHEREAS, Social Work is a profession truly dedicated to helping people;

WHEREAS, the primary mission of Social Work is to enhance human well-being and help meet the basic and complex needs of all people;

WHEREAS, Social Workers put a particular focus on helping people who are vulnerable, oppressed or living in poverty;

WHEREAS, Social Workers follow a Code of Ethics that calls on them to fight social injustice, and respect the dignity and worth of all people;

WHEREAS, Social Workers meet people where they are and help people and communities reach their full potential;

WHEREAS, Social Workers work in all facets of our society, including schools, hospitals, community organizations, the military, mental health centers, social service agencies, corporations, and local, state and federal government;

WHEREAS, Social Workers are on the frontlines in helping this nation solve pressing social problems, including an increased demand for mental health services; an opioid addiction crisis; and economic inequality;

WHEREAS, Social Workers are in high demand, with some states reporting shortages in Social Work staffing and the Bureau of Labor Statistics predicting Social Work will be one of the fastest growing professions in our nation during this decade;

WHEREAS, a public opinion survey from Ipsos said Social Work has a public approval rating of more than 80 percent and more than half of Americans say Social Workers deserve higher pay;

WHEREAS, the 2024 Social Work Month theme, “Empowering Social Workers” embodies the need for society to support Social Workers so they can continue to do the life-affirming work they do and help address societal needs;

WHEREAS, Social Workers in turn empower people, communities and our nation, helping everyone achieve their full potential,

NOW THEREFORE, in recognition of the numerous contributions made by America’s Social Workers, WE the Kanabec County Family Services Board proclaim the month of March 2024 as National Social Work Month and call upon all citizens to join the National Association of Social Workers and Kanabec County in celebration and support of the Social Work Profession.

Action #FS8 – It was moved by Tom Roeschlein, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #FS8 – 3/19/24

PrimeWest Rural MN Health Care Access Initiative Contract Resolution

WHEREAS Kanabec County Family Services would like to provide Targeted Case Management (TCM) for their client, and

WHEREAS the client is located in a County served by PrimeWest, Rural MN Health Care Access Initiative (PrimeWest), and

WHEREAS in order for the Family Service agency to be paid for providing TCM to the client, a contract with PrimeWest is necessary.

THEREFORE the Family Services Director is requesting permission to enter into a contract with PrimeWest in order to provide services for clients located in the PrimeWest service area.

THEREFORE BE IT RESOLVED the Kanabec County Family Services Board

authorizes the Family Service Director to enter into a contract with PrimeWest and to sign such an agreement, commencing at the time the contract is fully executed and being automatically renewed annually unless terminated by either party.

Action #FS9 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to approve the payment of 116 claims totaling \$205,301.65 on Family Services Funds.

Action #FS10 – It was moved by Tom Roeschlein, seconded by Wendy Caswell and carried unanimously to adjourn Family Services Board at 9:43am and recess the meeting to a time immediately following the Community Health Board.

The Kanabec County Community Health Board met at 9:43am on Tuesday, March 19, 2024 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 #CH11 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the Community Health Board Agenda as presented.

Action #CH12 – Wendy Caswell introduced the following resolution and moved its adoption:

Resolution #CH12 – 3/19/24

Certified Public Health Nurse Resolution

WHEREAS, Kanabec County Community Health has had a certified Public Health Nurse (PHN) position posted since December, 2023, and

WHEREAS, interviews were held and an offer has been made and subsequently a request was made to be hired at a level closer to her current wage and reflective of her 21 years of experience, and

WHEREAS, the Community Health Director is requesting to hire a PHN at grade 15 level D, or \$36.61 per hour.

THEREFORE BE IT RESOLVED the Community Health Board approves the Community Health Director and HR Director to hire a certified public health nurse at a grade 15 level D, which is \$36.61 per hour, compared to grade 15 level A which is \$32.91 for 2024.

The motion for the adoption of the foregoing Resolution was duly seconded by Alison

Holland and upon a roll call vote being taken thereon, the following voted:

Peter Ripka, **IN FAVOR**
Alison Holland, **IN FAVOR**
Wendy Caswell, **IN FAVOR**

Tom Roeschlein, **IN FAVOR**
Rick Mattson, **IN FAVOR**

whereupon the resolution was declared duly passed and adopted.

Action #CH13 – It was moved by Peter Ripka, seconded by Alison Holland and carried unanimously to adjourn Community Health Board at 9:49am. The Community Health Board will meet again on Tuesday, April 2, 2024 at 9:00am.

The Board of Commissioners reconvened.

Community Health Director Kathy Burski met with the Board to discuss consideration of a resolution to adopt and enact an ordinance regulating the use of cannabis and cannabis derived products in public places within Kanabec County.

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

Resolution #14 - 3/19/24

Resolution to Adopt and Enact an Ordinance Regulating the Use of Cannabis and Cannabis Derived Products in Public Places within Kanabec County

WHEREAS, by enacting 2023 Session Law, Chapter 63, H.F. No. 100 (“state Legislation”), the Minnesota Legislature passed the adult-use cannabis bill which allows for the adult (age 21 and over) use, possession, and personal growing of cannabis with certain restrictions effective August 1, 2023; and

WHEREAS, Minnesota Statutes Section 19, MINN. STAT. 152.0263 subd. 5 authorizes the adoption of local ordinance establishing a petty misdemeanor offense for public use of cannabis; and

WHEREAS, Kanabec County Community Health, in conjunction with input from townships, cities, community members, and the Sheriff’s Office, developed a draft Ordinance Regulating the Use of Cannabis and Cannabis Derived Products in Public Places within Kanabec County; and

WHEREAS, the Planning Commission held a public hearing on the said draft ordinance on January 22, 2024 and subsequently made recommendation to the Kanabec County Board of

Commissioners to adopt and enact the Ordinance Regulating the Use of Cannabis and Cannabis Derived Products in Public Places within Kanabec County; and

WHEREAS, the Kanabec County Board of Commissioners held a public hearing on the proposed ordinance on March 7, 2024; and

WHEREAS, the Kanabec County Board of Commissioners supports the protection of public health and safety by regulating the use of cannabis and cannabis-derived products in public places and places of public accommodation within Kanabec County;

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners does hereby ordain and enact on March 19, 2024 the ORDINANCE REGULATING THE USE OF CANNABIS AND CANNABIS DERIVED PRODUCTS IN PUBLIC PLACES WITHIN KANABEC COUNTY as recommended by the Kanabec County Planning Commission;

BE IT FURTHER RESOLVED that this ordinance shall take effect April 1, 2024.

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

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

Resolution #15 – 3/19/24

Aggregate Surfacing Bids KCP 24-05 SE GRAVELING

WHEREAS the following bids were received on March 12, 2024:

Aggregate crushing and Hauling:

Bjorklund Companies	\$ 497,425.00
DLL Excavating, Inc.	\$ 510,210.63
Wm. D. Scepaniak, Inc.	\$ 513,811.75
Mark Sand and Gravel Co.	\$ 1,185,129.50

WHEREAS the lowest responsible bid was \$ 497,425.00 submitted by Bjorklund Companies, and

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners accepts the bid of \$ 497,425.00 submitted by Bjorklund Companies for Aggregate Crushing and Hauling, and

BE IT FURTHER RESOLVED that the Chairperson and County Coordinator are authorized to sign contracts for this project.

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

Resolution #16 – 3/19/24

Pavement Markings Bids KCP 24-06, MORA 2024-TM

WHEREAS the following bids were received on March 12, 2024:
Pavement Markings:

KAMCO Inc.	\$ 245,180.00
Sir Lines-A-Lot	\$ 261,660.00
Farner Asphalt Sealers, LLC.	\$ 317,969.50

WHEREAS the lowest responsible bid was \$ 245,180.00 submitted by KAMCO Inc.,
and

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners accepts the bid of \$ 245,180.00 submitted by KAMCO Inc. for Pavement Markings, and

BE IT FURTHER RESOLVED that the Chairperson and County Coordinator are authorized to sign contracts for this project.

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

Resolution #17 – 3/19/24

WHEREAS there is a vacancy in the position of a Building Maintenance Technician I,
and

WHEREAS the Board desires to refill this vacant position;

BE IT RESOLVED that the County Board authorizes the Public Works Director and the County Personnel Director to hire a Full Time Building Maintenance Technician I to fill the position at the grade and step defined by the pay system and policy P-106, and

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

Auditor/Treasurer Denise Snyder met with the Board to give a department update. Information only, no action was taken.

County Recorder Lisa Holcomb met with the Board to discuss matters concerning her department.

Action #18 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve an updated Master Computer Software License Agreement with TriMin Systems, Inc. for software programs in the Recorder's Office.

County Recorder Lisa Holcomb presented options to the Board regarding future needs for secure storage and access for land records. The Board expressed consensus to proceed with the hosting option for land records servers and software, and to direct County Recorder Lisa Holcomb to bring back a Board resolution to approve the amended agreement with TriMin Systems, Inc. to move forward with contracted hosting.

Lisa Holcomb led a discussion regarding GIS integration with Landshark. The Board requested further information regarding the benefit of the integration versus the expense. No action was taken.

EDA Director Jim Hartshorn met with the Board to give a department update. Information only, no action was taken.

11:56am – The Board took a five minute break.

12:01pm – The Board reconvened.

Action #19 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to approve the following paid claims:

<u>Vendor</u>	<u>Amount</u>
Blaze Credit Union	12,618.10
Card Services (Coborn's)	247.56
City of Mora	13,670.69

Consolidated Communications	1,147.84
E C Riders	8,327.70
East Central Energy	114.06
Kanabec County AT ACH_VISA	4,351.83
Kwik Trip Inc	13,129.42
Midcontinent Communications	465.33
Minnesota Department of Finance	3,175.00
Office of MN.IT Services	1,338.65
Quality Disposal	1,083.49
Verizon Wireleses Cell Phones	3,575.45

13 Claims Totaling: \$ 63,245.12

Action #20 – It was moved by Peter Ripka, seconded by Wendy Caswell and carried unanimously to approve the following claims on the Revenue Fund:

Vendor	Amount
4Imprint	167.43
A and E Cleaning Services	630.00
ACE Hardware	205.97
Adam's Pest Control, Inc.	250.00
Advanced Correctional Healthcare	19,890.93
Amazon Capital Services	50.18
Amazon Capital Services	217.94
Amazon Capital Services	36.49
Amazon Capital Services	38.25
American DataBank	179.50
Apex Software	1,300.00
Asolare Yoga & Wellness	220.00
Aspen Mills	677.87
Aspen Mills	292.07
Auto Value	29.98
Barlow, Jeffery	755.09
Carda, Ryan	60.00
East Central Energy	254.87
East Central Solid Waste Commission	31.58
EATI	1,995.54
ECM Publishers	308.40
Electric Motor Service, Inc.	261.00

FBG Service Corporation	4,829.00
FBG Service Corporation	2,543.00
FBG Service Corporation	672.00
Fourness, Chris	91.12
G & N Enterprises	217.00
G & N Enterprises	225.60
Glen's Tire	276.07
Government Forms & Supplies	187.00
Granite City Jobbing Co	1,005.23
Granite City Jobbing Co	807.44
Gratitude Farms	500.00
Hoefert, Robert	653.92
Isanti County Sheriff's Office	70.00
IT SAVVY	73.66
Johnson Brothers Law	950.00
Johnsons Hardware	91.91
Kanabec Publications	182.00
Kanabec Publications	618.04
Kanabec Publications	84.70
Kanabec Publications	948.00
Marco	159.00
Mattson Electric	125.00
McKinnis & Doom PA	210.00
McKinnis & Doom PA	320.00
McKinnis & Doom PA	400.00
McKinnis & Doom PA	570.00
MEI Total Elevator Solutions	1,217.52
Methven Funeral and Cremation Services	400.00
Minnesota Monitoring, Inc.	272.00
MNCCC Lockbox	50.00
Motorola Solutions	2,100.00
MRA	185.00
NARTEC Inc	452.21
Newton, Deb	120.00
Novus Glass	350.00
Oak Gallery	38.45
ODP Business Solutions, LLC	110.50
Premium Waters, Inc.	58.40

RELX Inc. DBA LexisNexis	220.00
RELX Inc. DBA LexisNexis	238.70
River Valley Forensic Services, P.A.	250.00
Sea Change Print Innovations	1,077.60
Snyder, Denise	36.85
Snyder, Denise	173.53
Snyder, Denise	6.00
State of Minnesota, Dept of Transportation	300.00
Stellar Services	105.74
Stellar Services	58.39
Summit Food Service Management	3,939.80
SwipeClock LLC	66.58
Thomson Reuters - West	222.00
Tinker & Larson Inc	3,306.44
Van Alst, Lillian	1,455.91
Vertiv Corporation	4,871.00
WEX Health, Inc	431.75
Ziegler Inc.	4,997.96

78 Claims Totaling: \$ 71,775.11

Action #21 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to approve the following claims on the Road & Bridge Fund:

<u>Vendor</u>	<u>Amount</u>
A & E Cleaning	1,200.00
Ace	54.97
Aramark	444.72
Central Pension Fund	553.20
Federated Co-ops	17.99
Fluegge's AG	25.79
Johnson Hardware	245.47
Kanabec County Highway Dept	93.84
Kanabec Publications	471.80
Kwik Trip	18.00
Marco	352.17
Mattson Electric of Mora	812.43
Midwest Machinery	12,150.00

MCEA	625.00
MN Dept. of Natural Resources	90.00
MN Equipment	2,471.06
MKJ Trucking	940.00
Northern States Supply	97.54
Owens Auto Parts	38.79
RDO Equipment	680.00
Towmaster	20.02
Trueman Welters	134.10
USIC	40.00
Vault Health	61.16
Wahl, Mary	9,600.00
Wiarcom	675.30
Widseth Smith Nolting	1,717.92
Ziegler Inc	57.19

28 Claims Totaling: \$ 33,688.46

Commissioner Mattson led a discussion regarding Resolution #18 – 12/19/23, Resolution to Set 2024 Per Diems, and its applicability to committee attendance. Information only, no action was taken.

County Coordinator Kris McNally led a discussion regarding SF 3588/HF 3446 Allowing Striking Workers to Access Unemployment Insurance. The Board expressed consensus to send a letter to the legislators in opposition to SF 3588/HF 3446.

County Coordinator Kris McNally led a discussion regarding SF 4203/HF 4241 requiring all local municipalities to adopt and enforce State Building Code. The Board expressed consensus to send a letter to the legislators in opposition to SF 4203/HF 4241.

Action #22 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to approve a consent agenda including all of the following actions:

Resolution #22a – 3/19/24

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 Knife Lake Sportsman's Club, for a raffle event to be held at Knife Lake Highway 65 Public Access, Mora, MN 55051 on May 4, 2024.

Resolution #22b – 3/19/24

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 Knife Lake Sportsman's Club, for a raffle event to be held at Knife Lake Highway 65 Public Access, Mora, MN 55051 on June 22, 2024.

Resolution #22c – 3/19/24

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 Knife Lake Sportsman's Club, for a raffle event to be held at Knife Lake Sportsman's Club, 2825 Highway 65, Mora, MN 55051 on August 31, 2024.

Future Agenda Items: National Childcare Provider Recognition Day, May 10th. Updates and photos for the County website. History of and status update regarding the parking lots on the east side of the Courthouse.

Action #23 – It was moved by Peter Ripka, seconded by Wendy Caswell and carried unanimously to adjourn the meeting at 12:20pm and to meet again in regular session on Tuesday, April 2, 2024 at 9:00am.

Signed _____

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

Attest: _____

Board Clerk

Agenda Item #2

Paid Bills

<u>Vendor</u>	<u>Amount</u>	<u>Purpose</u>	<u>Dept</u>
Kanabec County Auditor-Treas	15,342.86	County Vehicle Leases & Maintenance	Various
Card Services (Coborn's)	44.40	Jail, Medical	Jail
Marco	178.12	Monthly Printer Lease	Transit
Minnesota Energy Resources Corp	10,034.58	Gas Utilities	Various
East Central Energy	1,670.28	Intersection Lighting	Highway
Kanabec County Auditor HRA	5,781.08	VEBA Deposit, JL	HR
Miller, Jason	500.00	Driveway Permit Refund	Highway
Maetzold, Lanny	425.00	Driveway Permit Refund	Highway
Cigna Health & Life Insurance Company	774.46	Accident, Group Hospital, Cricical Illness Insurance Premiums	Employee Benefits
Dearborn National Life Insurance Co	477.78	Short Term Disability Insurance Premiums	Employee Benefits
MetLife	6,608.20	Dental Inurance Premiums	Employee Benefits
The Hartford Priority Accounts	6,720.65	Life & Long Term Disability Insurance Premiums	Employee Benefits
VSP Insurance Co	612.00	Vision Insurance Premiums	Employee Benefits
13 Claims Totaling:	<u><u>\$ 49,169.41</u></u>		

Agenda Item #3

Regular Bills - Revenue Fund

Bills to be approved: 4/2/24

Department Name	Vendor	Amount	Purpose
AUDITOR	Kanabec Publications	3,032.77	Publish Delq Tax List 2023_1, 3/14/24
AUDITOR	Primdata	276.36	Postage for 2024 Tax Statement & Valuation Notices, mailed 3/15/24
		3,309.13	
BUILDINGS MAINTENANCE	Amazon Capital Services	272.38	Wastbaskets (7), Toilet Brush (5), Water Filter - Courthouse
BUILDINGS MAINTENANCE	Amazon Capital Services	96.50	Water Filter - PSB
BUILDINGS MAINTENANCE	Amazon Capital Services	96.50	Water Filter - Jail
BUILDINGS MAINTENANCE	Electric Motor Service, Inc.	325.00	Bolts, Bearings, Seal, Shop Supplies, Labor to Repair 2HP - Jail
BUILDINGS MAINTENANCE	Handyman's Inc	41.94	Gaskets (6) - Courthouse
		832.32	
COUNTY ATTORNEY	SAVVY	773.67	Computer
COUNTY ATTORNEY	Thomson Reuters - West	2,228.00	Thomson Reuters Supscription
		3,001.67	
COUNTY CORONER	Hamilton Funeral Homes	430.00	Removal & Transport
COUNTY CORONER	Ramsey County	656.00	Post Mortem Exam/Toxicology
		1,086.00	
COURT ADMINISTRATOR	Anoka Couty Sheriff's Office - Civil Unit	80.00	Juvenile Safety & Placement Fees
COURT ADMINISTRATOR	J. Buberl Law	260.00	Court Appt Attorney Fees 10/17/23 - 2/16/24
COURT ADMINISTRATOR	McKinnis & Doom PA	140.00	Court Appt Attorney Fees 12/15-12/18/23
		480.00	

ENVIRONMENTAL SERVICES	Kanabec County Highway Dept.	<u>46.43</u>	Postage & Vehicle Repair (jump-start & shop time)
		46.43	
FORFEIT TAX SALE	Oslin Lumber	<u>35.84</u>	Plywood to Secure Windows on TF Property 23.00540.10
		35.84	
HIGHWAY	Amazon Capital Services	<u>96.50</u>	Water Filter - Highway
		96.50	
HUMAN RESOURCES	Ratwik, Roszak & Maloney, PA	1,737.50	Professional Fees, February 2024
HUMAN RESOURCES	SwipeClock LLC	<u>380.00</u>	Monthly Billing for 4/20-5/20/24, Increased Client Number
		2,117.50	
PROBATION & JUVENILE PLACEMENT	GALLS, LLC	527.50	Supplies - Badges & Covers (2), Mace (4), Badge Covers (2)
PROBATION & JUVENILE PLACEMENT	Risk & needs Assessment, Inc.	200.00	Domestic Violence Inventory - DVI Tests (25)
PROBATION & JUVENILE PLACEMENT	RS EDEN	<u>1,084.75</u>	Nine Panel UA Cups w/ ETG (150) & Sample Sent to Lab (1)
		1,812.25	
PUBLIC TRANSPORTATION	Auto Value	1,018.75	Bus Parts & Supplies
PUBLIC TRANSPORTATION	Barlow, Jeffery	473.69	Volunteer Mileage
PUBLIC TRANSPORTATION	Bee Line Service Center, Inc.	133.75	Bus Repairs
PUBLIC TRANSPORTATION	Curtis, Michael	725.41	Volunteer Mileage 3/11-3/24
PUBLIC TRANSPORTATION	Fourness, Chris	32.21	Reimbursement for Bus Parts
PUBLIC TRANSPORTATION	Hoefert, Robert	979.54	Volunteer Mileage, 3/11-3/24
PUBLIC TRANSPORTATION	North Central Bus & Equipment	84.53	Bus Parts & Supplies
PUBLIC TRANSPORTATION	Van Alst, Lillian	<u>1,311.86</u>	Volunteer Mileage, 3/11-3/24
		4,759.74	
SHERIFF	Amazon Capital Services	999.90	Law Enforcement Supplies - Hard Folding Truck Bed Cover (2)
SHERIFF	Baycom	408.00	Mount Squad Adapter & Antenna
SHERIFF	Baycom	638.00	Antennas for New Squads (2)
SHERIFF	EATI	1,678.69	Pushbumpers for New Squads (3)

SHERIFF	Hayford Ford	716.47	Transmission Diagnosis and Repairs for Squad
SHERIFF	Kelly, John	118.74	Reimbursement for Handcuffs & Handcuff Holder
SHERIFF	Obrycki, Chaz	289.25	Reimbursement for Pants (2) & Holster
SHERIFF	ODP Business Solutions, LLC	62.86	Colored Paper, Protector Sheets, Folders
SHERIFF	Segelstrom, Chad	167.97	Reimbursement for Boots & Front Seat Organizer
SHERIFF	Segelstrom, Chad	119.98	Reimbursement for Pants (2)
SHERIFF	Smith, Trenton	175.00	Reimbursement for Drone Test
		5,374.86	
SHERIFF - 911 EMERGENCY	Motorola Solutions	2,115.00	Vesta Services 3/1-3/31/24
		2,115.00	
SHERIFF - BOAT & WATER	Ace Hardware	69.89	Flextape, Screw Pins (9), Screw
		69.89	
SHERIFF - DISPATCH	Amazon Capital Services	86.55	Batteries, All Purpose Cleaner, Spray Adhesive
		86.55	
SHERIFF - JAIL/DISPATCH	Adam's Pest Control, Inc.	250.00	Prevention Plus
SHERIFF - JAIL/DISPATCH	Amazon Capital Services	3.99	Jail Medical - Tape Measure
SHERIFF - JAIL/DISPATCH	Amazon Capital Services	102.26	Batteries, Hand Sanitizer, Fabric Markers, Notebooks, Storage Baskets
SHERIFF - JAIL/DISPATCH	Aspen Mills	125.24	Sgt Shirts (DHK)
SHERIFF - JAIL/DISPATCH	Auto Value	52.96	Belts (4)
SHERIFF - JAIL/DISPATCH	Daniels Health	314.08	Sharp Disposal Service
SHERIFF - JAIL/DISPATCH	Laacke & Joys Company LLC	13,112.39	Chairs (6)
SHERIFF - JAIL/DISPATCH	Marco	273.00	Jail Booking Printer, Standard Lease Payment
SHERIFF - JAIL/DISPATCH	Stellar Services	26.99	Canteen, 3/11 & 3/18
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	3,859.98	Inmate Meals 3/9/24 - 3/15/24
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	3,919.01	Inmate Meals 2/24/24 - 3/1/24
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	3,882.94	Inmate Meals 3/2/24 - 3/8/24
SHERIFF - JAIL/DISPATCH	Swank Motion Pictures	535.00	Public Performance License 3/1/24-2/28/25
		26,457.84	

STATE FISCAL RECOVERY ARP	Brownells, Inc	282.07	AR Armorer's Kit
STATE FISCAL RECOVERY ARP	Family Services Collaboration	40,000.00	Transfer of ARPA Funds to Family Services Collaborative per Board Resolution #14 - 12/6/22
STATE FISCAL RECOVERY ARP	Kanabec County Community Health	3,669.11	Peer Recovery Service Reimbursement 9/24/23-10/28/23
STATE FISCAL RECOVERY ARP	Kanabec County Community Health	2,668.98	Peer Recovery Service Reimbursement 10/29/23-11/25/23
STATE FISCAL RECOVERY ARP	Kanabec County Community Health	2,002.06	Peer Recovery Service Reimbursement 11/26/23-12/17/23
		48,622.22	
UNALLOCATED	Amazon Capital Services	499.00	Annual Business Prime Membership Fee
UNALLOCATED	Clifton Larson Allen LLP	2,205.00	FY2023 Audit
UNALLOCATED	MN Counties Insurance Trust	524.00	Add SO Drones (2)
UNALLOCATED	Quadient Leasing USA, Inc.	2,086.20	Quarterly Lease for Postage Machines 1/15-4/14/24-Courthouse &PSB
		5,314.20	
VETERAN SERVICES	Eagle Mountain Flag & Flagpole	2,156.08	All Flags x3 for Veteran Memorial, FY23 Arts & Cultural Heritage Fund Vets Memorial Grant
VETERAN SERVICES	Federated Coops	499.04	Veteran Emergency Grant
		2,655.12	
68 Claims Totaling:		<u>\$ 108,273.06</u>	

Agenda Item #4
Regular Bills - Road & Bridge
Bills to be approved: 4/2/24

Vendor	Amount	Purpose
Alexandria Technical & Community College	245.00	Training
Beaudry Oil & Propane	3,668.15	Shop supplies
Berndt, Steve	97.82	Mileage reimbursement
Compass Minerals	4,761.92	Salt
Frontier Precision	120.00	Engineering supplies
Herc-U-Lift	230.52	Shop supplies
Johnson Hardware	555.00	Maintenance supplies
Kanabec County Highway Dept	118.38	Petty cash, postage
Mattson Electric of Mora	255.00	Gate repair
MEI Total Elevator Solutions	611.74	Elevator inspection
MN Dept of Public Safety	90.00	Decals
MN Dept of Transportation	33,450.01	Federal overpayment SP 033-070-008
MN Secretary of State Notary	120.00	Notary fee
Northern States Supply	54.72	Shop supplies
ODP	5.49	Office supplies
Rinke Noonan	4,421.00	ROW SAP 033-605-023
Safety-Kleen Systems	404.63	Parts washer cleaning
Scientific Sales	33.50	Safety Glass
Skydio	2,183.00	Drone
Trueman Welters	183.09	Repair parts
USIC Locating	70.00	Locates
21 Claims Totaling:	<u>51,678.97</u>	

Agenda Item #5

April 2, 2024

REQUEST FOR BOARD ACTION

a. Subject: Request for a Resolution Approving the Amended Master Agreement with Trimin Systems, Inc.	b. Origination: Recorder's Office
c. Estimated time: 4 minutes	d. Presenter(s):

e. Board action requested:

Approve the following resolution:

Resolution # ___-4/2/24

Approval of Amended Master Software Agreement with Trimin Systems, Inc.

WHEREAS the Kanabec County Recorder's office needs new servers to host all its software programs; and

WHEREAS multiple options were discussed at the Kanabec County Board of Commissioner's meeting on March 19, 2024; and

WHEREAS the out-source hosting option with Trimin Systems, Inc. was approved; and

WHEREAS the Board has been presented with a request to sign an amended contract with Trimin Systems, Inc.;

THEREFORE, BE IT RESOLVED the Board of Commissioners hereby approves the Amended Master Software Agreement with Timin Systems, Inc. and authorizes the Board Chair to sign said contract.

f. Background:

This is a follow-up item from discussion at the 3/19/24 regular meeting.

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

Date received in County Coordinators Office:

Coordinators Comments:



Amendment to Master Computer Software License Agreement

THIS AMENDMENT TO MASTER COMPUTER SOFTWARE LICENSE AGREEMENT (the “**Addendum**”), made effective as of the signature date of this agreement (the “**Effective Date**”), is by and between TriMin Systems, Inc., with its principal place of business located at 2277 Hwy 36 West, Suite 250, Roseville, Minnesota 55113 (“**TriMin**”), and County of Kanabec, a political subdivision of the State of Minnesota, acting by and through its Recorder’s Office with its principal place of business located at 317 Maple Ave. East, Suite 261B, Mora MN 55051 (“**Customer**”).

RECITALS

WHEREAS, the parties entered into a Master Computer Software License Agreement (the “**Master Agreement**”); and,

WHEREAS, Customer has requested TriMin provide supplemental third-party hosting services in connection with the LandLink, LandShark, Lighthouse, Land Notification, LandScan, Tract Book, and Vitals software products and image storage licensed to Customer under the Master Agreement; and,

WHEREAS, the parties wish to add the following provisions as an Addendum to the Master Agreement.

NOW, THEREFORE, in exchange for and in consideration of the mutual promises, premises, and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TriMin and Customer agree to make the following additions to the Master Agreement as follows:

1. **Hosting Services.** TriMin shall provide Customer with the following hosting services through a third-party service provider (the “**Services**”):
 - a. **Dedicated Servers:** TriMin shall engage a third-party service provider to provide a 250 GB server to support the software licensed by TriMin to Customer as well as Customer’s images. If more disk space is needed in the future, Customer shall incur additional cost.
 - b. **Back-Up Data and Retention:** TriMin shall engage a third-party service provider to provide back-ups. In the event Customer’s data is lost from its server, the back-ups will be restored to Customer’s server/s by TriMin. See Appendix A – TriMin Hosting Service Data and Disaster Recovery Plan.
2. **Fees.** In consideration of the Services, Customer shall pay TriMin the amounts indicated on page 3 each year. TriMin shall bill customer annually in advance for all charges. All invoiced amounts are due upon receipt and become past due 30 days thereafter.
 - a. If customer chooses to execute backup and restore testing, each occurrence will be billed at \$2,000.
3. **Term.** The term of this Addendum is sixty (60) months from the Effective Date noted above.



4. **Responsibilities.**

TriMin: Handles land records servers and software for the county in a hosted environment (Amazon Web Services) to include LandLink, LandShark, Lighthouse, Land Notification, LandScan, Tract Book, Vitals, and Imaging. Provides server and application support, including server software installation, security, updates, and patches. Provides image storage for Land Records and Vitals documents that are indexed in TriMin software. Sets up the VPN connection to the hosted solution with cooperation from the county.

County: Provides county PCs, printers, scanners, and anti-virus software. Provides VPN access to the hosted solution from within the county. County is responsible for domain name registration and maintenance. County to assist in the routing of the SSL certificate for use in this environment. Responsible for management of LandShark users.

5. **No Liability for Third-Party Service provider.** Customer acknowledges and agrees that TriMin does not control and will not be responsible for services provided by any third-party service provider. In no event shall TriMin or its agents: (i) be liable to Customer with respect to the actions of the third-party service provider; and/or (ii) be liable to the user for any direct, indirect, special, incidental, consequential, punitive, exemplary, or other damages, including, without limitation, damages for loss of goodwill, lost profits, loss, theft or corruption of user content or information hosted by the third-party service provider.

6. **Counterparts.** This Addendum may be executed in any number of counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. The facsimile signature of any party on this Addendum shall be deemed to be an original signature and sufficient to accomplish the purposes of this Addendum and compliance with applicable law.

7. **No Other Modification.** The foregoing Addendum is made valid as if all of its terms and conditions were included in the Master Agreement. No term or condition of the Master Agreement shall be negated or changed as a result of this Addendum. All terms and conditions of the Master Agreement shall apply to this Addendum.



ACCEPTANCE AND AUTHORIZATION:

TriMin agrees to provide the following services specifically identified in this proposal and incorporated herein to Section 4 Services Agreement in the Master Computer Software License Agreement, by reference.

Software Included	Annual Cost
Yearly Hosting cost for Landlink, LandShark, LightHouse, Land Notification, LandScan, Tract Book, Vitals, and Imaging	\$6,200.00

Kanabec County may designate acceptance of this proposal by signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Kanabec County agrees to pay TriMin the total amount due within 30 days from the date of invoice. Any amounts outstanding will be assessed a finance charge of 1.5% per month on the unpaid balance.

TriMin also reserves the right to collect monies owed in the event of nonpayment and recover any and all legal fees in addition to the unpaid balance.

Dated: 3/20/2024

TRIMIN SYSTEMS, INC.

By Christine Billins
Christine Billins, Account Executive

Dated: _____

KANABEC COUNTY

By _____
Rickey Mattson, Kanabec County Board Chair

Agenda Item #6

April 2, 2024

REQUEST FOR BOARD ACTION

a. Subject: Discuss Schedule for 2025 Budget Preparation	b. Origination: Coordinator's Office
c. Estimated time: 10 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Discuss the proposed schedule for budget preparation and work sessions for the 2025 budget.

f. Background:

Supporting Documents: None: Attached: ☒ Draft Calendar #1

Date received in County Coordinators Office:

Coordinators Comments:

2025 Budget Preparation Schedule- DRAFT #1

June 2024

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

June

06/06/24 (Thu)	Board of Commissioners sets initial budget goals for 2024
6/17-6/28	Coordinator's Office distributes budget worksheets and wage data to Department Heads (Year end 2023 + Rev/Exp through May 2024)

July 2024

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

July

7/1-7/18	Department Heads prepare their 2024 preliminary budgets
07/04/24 (Thu)	July 4th Holiday
07/19/24 (Fri)	Budget drafts due to Coordinator's Office
07/23/24 (Tue)	Board Budget Work Session
8/29-8/2	Commissioner Mattson/Coordinator McNally unavailable

August 2024

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August

08/06/24 (Tue)	Board Regular Meeting
08/13/24 (Tue)	Board Budget Work Session
08/20/24 (Tue)	Board Regular Meeting
8/22-8/30	MN State Fair

September 2024

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

September

09/02/24 (Mon)	Labor Day Holiday
09/03/24 (Tue)	Regular Board Meeting
09/10/24 (Tue)	Board Budget Work Session (if needed)
09/24/24 (Tue)	Board certifies the <u>PRELIMINARY</u> maximum levy and proposed budget. Must be certified with the County Auditor/Treasurer by Sept 27th. Between Sept 24th and Dec 7th the Board works on corrections, considers changes and re-examines priorities
09/27/24 (Fri)	

October 2024

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

October

10/01/24 (Tue)	Regular Board Meeting
10/08/24 (Tue)	Board Budget Work Session (if needed) to discuss any proposed revisions/refinements
10/15/24 (Tue)	Regular Board Meeting
10/22/24 (Tue)	Board Budget Work Session (if needed) to discuss any proposed revisions/refinements



Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

11/05/24 (Tue)	Regular Board Meeting
11/08/24 (Fri)	Veteran's Day Holiday
11/12/24 (Tue)	Board Budget Work Session (if needed) to discuss any proposed revisions/refinements
11/19/24 (Tue)	Regular Board Meeting
11/26/24 (Tue)	Board Budget Work Session (if needed) to discuss any proposed revisions/refinements
11/28-11/29	Thanksgiving and Day After Thanksgiving Holidays

12/05/24 (Thu)	Regular Board Meeting 5pm & Truth in Taxation Hearing 6pm.
	Final budget approval on Dec 5th or a continued meeting thereof
12/10/24 (Tue)	Board Budget Work Session (if needed) to discuss any proposed revisions/refinements
12/17/24 (Tue)	Final budget approval or a continued meeting thereof
12/24-12/25	Christmas Eve and Christmas Day Holidays
12/27/24 (Fri)	Final budget and levy must be certified with the Department of Revenue by <i>Dec 27, 2024</i>

[illegible]

Agenda Item #7

April 2, 2024

REQUEST FOR BOARD ACTION

a. Subject: Discuss Web Page Updates, Pictures, Etc.	b. Origination: Commissioner Caswell
c. Estimated time: 10 minutes	d. Presenter(s):

e. Board action requested:

Discuss ideas and goals to improve the County website content.

f. Background:

Supporting Documents: None: ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

Agenda Item #8

April 2, 2024

REQUEST FOR BOARD ACTION

a. Subject: Board & Committee Appointments	b. Origination: Coordinator's Office
c. Estimated time: 10 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Request to appoint Adam Munsterteiger as a representative of District 1 on the Extension Committee:

EXTENSION COMMITTEE

<u>Person</u>	<u>Appointed</u>	<u>Expires</u>	<u>District</u>	<u>Term</u>
Jean Mattson	02/20/24	01/07/25*	3	5 th partial
Jennifer Ernest	01/03/23	01/06/26	2	3 rd
Stephanie Paulsen	01/16/24	01/05/27	5	1 st
Kelsey Schiferli	01/03/23	01/06/26	4	3 rd
Vacant			1	
Dan Porter	01/02/24	01/05/27	at large	1 st
Peter Ripka	01/03/23	01/06/26	Commissioner	1 st
Rick Mattson	2024 Chairperson of the County Board (Statutory)			
Lisa Holcomb	Auditor/Treasurer Designee (Statutory)			

Description: The Minnesota State Legislature established County Extension Committees in 1923. The statute mandates a committee of nine:

1. The chair of the County Board of Commissioners,
2. One other commissioner
3. The County Auditor (or their designee) as Secretary
4. Six county residents selected by the County Board.

Committee responsibilities include: attending Extension Committee meetings, Performance evaluation of the educators, program development, assist in marketing Extension programs, and evaluation and budget development.

f. Background:

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

Remaining Vacancies on the 2024 BOARDS & COMMITTEES

CITY/COUNTY AIRPORT ZONING BOARD

<u>Person</u>	<u>Appointed</u>	<u>Expires</u>	<u>Term</u>
Vacant			
Greg Yankowiak	02/06/24	01/05/27	3 rd

Description: This board is designated under state statute and consists of members appointed by the City of Mora and the County. The board meets to make, revise and approve airport zoning. This is a Joint Airport Zoning Board pursuant to §360.063, Subd. 3.

APPLICANT(S) FOR VACANCIES: Re-advertising.

RAILROAD AUTHORITY ADVISORY COMMITTEE

<u>Person</u>	<u>Appointed</u>	<u>Expires</u>	<u>Represents</u>	<u>Term</u>
Rick Mattson - Chairperson		ex officio (voting)		
Kyle Shepard	01/16/24	01/02/27	City of Mora	1st
VACANT			Whited Township	
VACANT			Comfort Township	
VACANT			At Large	
Lanny Stegeman	01/04/22	01/07/25	At Large	6 th
Teri Huro	01/04/22	01/07/25	City of Quamba	1 st

Kristine McNally, Advisory Committee Clerk Appointed 01/08/19 non-voting

Advise the Railroad Authority Board of interests and recommendations of the use of the railroad bed. This committee meets as needed.

APPLICANT(S) FOR VACANCIES: Re-advertising.

SNAKE RIVER WATERSHED CITIZEN ADVISORY COMMITTEE

<u>Person</u>	<u>Appointed</u>	<u>Expires</u>	<u>Term</u>
Darrel Golly	01/02/24	01/05/27	1 st
VACANT			

3 year terms. Works with the Snake River Watershed Board overseeing restoration projects on the Snake River. This committee meets monthly as needed, with a minimum of one meeting per quarter.

APPLICANT(S) FOR VACANCY: Re-advertising.



KANABEC
COUNTY

Minnesota

APPLICATION FOR APPOINTMENT TO KANABEC COUNTY COMMITTEES, BOARDS, OR COMMISSIONS

Thank you for your interest in being appointed by the Kanabec County Board of Commissioners to a Kanabec County committee, board or commission. Details about current vacancies can be found at www.kanabecounty.org/committees. Please read the Notice of Rights, Waiver & Release on pages two and three of this application and contact the County Coordinator's Office at 320-679-6440 with questions.

COMMITTEE, BOARD OR COMMISSION: Extension Committee

NAME: Adam Munsterteiger

First

Last

HOME ADDRESS:

[Redacted]

[Redacted]

Ogilvie

MN

56358

Street

City

State

Zip

PHONE:

[Redacted]

[Redacted]

Home

Mobile

EMAIL ADDRESS:

adammunsterteiger@gmail.com

Briefly explain your experience pertaining to this committee:

I grew up participating in 4-H in Kanabec county, I currently work in the agriculture industry and farm on the side. I currently also serve on the state fair 4-H livestock committee.

Why do you want this appointment?

I have been approached by a couple of people asking me to consider serving on the board and I believe I could offer pertinent insight to the county and committee by serving in this manner.

Signature of Applicant

3/18/2024

Date

Please return this application to the County Coordinator coordinator@co.kanabec.mn.us
or 317 Maple Ave E, Suite 181, Mora MN 55051.

Agenda Item #9

April 2, 2024

REQUEST FOR BOARD ACTION

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

f. Board action requested:

Resolution #__ – 4/2/24 SCORE CLAIMS

WHEREAS the board has been presented with claims for recycling efforts to be paid from SCORE Funds, and

WHEREAS these claims have been reviewed, tabulated and approved by the Kanabec County Solid Waste Officer, and

WHEREAS SCORE Funds appear adequate for the purpose;

BE IT RESOLVED to approve payment of the following claims on SCORE Funds:

Waste Management	\$683.67
Quality Disposal	\$3,316.00
Arthur Township	\$500.00
Total	\$4,803.04

g. Background:

Provider	Billed	Paid Amount
QUALITY DISPOSAL (February)	\$3,316.00	\$3,316.00
WASTE MANAGEMENT (February)	\$683.67	\$683.67
Sub-Total	\$3,999.67	\$3,999.67
Recycling Center Incentive Payments:		
Quality Disposal (February)	\$500.00	\$500.00
Arthur Township (February)	\$500.00	\$500.00
TOTAL PAYMENTS =		\$4,999.67

Date received in County Coordinators Office: Various dates in March

January 1, 2024 SCORE Fund balance = \$121,734.95

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

Expenditure: 01-391-392-0000-6211 = \$9,802.71

Current SCORE Funds balance is = \$111,932.24

**April 2, 2024 Appointment
10:15am Agenda of
Chad T. Gramentz, PE
Public Works Director**

- | | |
|--|--------------------------|
| 1. Right-Of-Way/Relocation Purchase | Resolution #1 (04-02-24) |
| 2. Right-Of-Way Offer – Roger Helmbrecht | |
| 3. County Road Safety Plan – Task Force | |
| 4. Courthouse Parking | |
| 5. Seasonal Employees | Resolution #2 (04-02-24) |

**Resolution #1 (4-2-24)
Purchase of Real Property and Authorization for Relocation Benefits
CSAH 5 SAP 033-605-023**

WHEREAS, the County Board has determined that it is necessary and in the public's interest and benefit to build upon and improve County State Aid Highway 5 (the "Project"), and

WHEREAS, the Project requires that the County acquire total fee title acquisition of 2376 Quarter Street, Brook Park, MN 55007-4609, PID No. 15.01340.10, (the "Property"), and

WHEREAS, the acquisition of the Property will result in the displacement of the owners; and

WHEREAS, a purchase agreement for the Property with a value of \$235,000 has been negotiated, and

WHEREAS, Minnesota Statutes Section 117.52 requires the County to provide relocation assistance and benefits to the displaced owners, and

WHEREAS, a memo describing said relocation assistance and benefits was presented before the Board, and

NOW, THEREFORE, BE IT RESOLVED, To authorize the payment of \$235,000.00 for the purchase of 2376 Quarter Street, Brook Park, MN 55007, and

BE IT FURTHER RESOLVED, The County Engineer, together with Rinke Noonan, as special counsel for the County, are hereby authorized to administer and make payments for relocation assistance and benefits including a housing differential and reimbursement of moving expenses in accordance with Minnesota Statutes Chapter 117 and the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

Resolution #2 (4-2-24)
Seasonal Employees

WHEREAS the County Highway Department budget includes funds for the hiring of seasonal employees, and

WHEREAS the County Engineer has requested approval to hire two (2) seasonal employees to perform seasonal maintenance work on county grounds and highways and assist with construction observation/testing, and

WHEREAS the Board desires to fill these seasonal positions;

BE IT RESOLVED that the County Board authorizes the Public Works Director, and the County Personnel Director to hire two(2) full-time seasonal workers for the 2024 season, and

BE IT FURTHER RESOLVED that the rate of pay for seasonal workers will be set at the time of hire by the Public Works Director and Personnel Director at \$13.76, \$14.58, \$15.46 or \$16.39 per hour, respective to seasons worked, and that the hours of work for the seasonal workers be limited to those budgeted, and



RINKE NOONAN

attorneys at law

1015 W. St. Germain St., Ste. 300, P.O. Box 1497

St. Cloud, Minnesota 56302-1497

Telephone 320-251-6700, Fax 320-656-3500

Office Memorandum

To: Kanabec County Board
From: Adam A. Ripple
Re: Relocation Benefits
Our File: 25745-0009
Date: March 25, 2024

As part of the CSAH 5 Project, the County is purchasing the property at 2376 Quarter Street, Brook Park and relocating the owners. In doing so, the County must satisfy three central obligations: (1) pay fair market value for the property being acquired, (2) provide the displaced person with enough money to buy a comparable home in the community, and (3) provide reimbursement of moving costs to the displaced person.

1. An appraisal was prepared for the property being acquired and a purchase agreement for \$235,000-- consistent with the appraisal-- has been signed with the property owners. This satisfies the County's obligation to pay fair market value for the property.
2. When relocating a property owner, the County also has the obligation to pay an owner enough money to actually purchase a comparable and available property in the community. In tight housing markets, like we are currently in, the acquiring government may have to pay a replacement housing differential in order to satisfy this obligation. The analysis for the replacement housing differential is based on the current market and available listings. For the property at 2376 Quarter Street, the housing differential has been determined to be \$24,900. The property owner must actually spend the replacement housing differential in order to be eligible for payment.
3. Finally, a displaced person is entitled to reimbursement of certain moving costs. This includes costs to move personal property to the new home and transactions costs related to the new purchase. The policy behind this is to ensure that a displaced person does not go "backwards" by having to incur out of pocket costs due to the relocation. These costs are processed administratively and are based on reasonableness. To ensure costs are reasonable, quotes are typically required. Certain costs, such as closing costs related to the replacement home, may be prorated based up the housing differential figure. Total moving costs that must be reimbursed by the acquiring government regularly exceed \$10,000.

The enclosed resolution authorizes the County Engineer, with the assistance of legal counsel, to administer relocation services to the property owners, including a housing differential and moving costs.

**REAL ESTATE PURCHASE AGREEMENT
RESIDENTIAL HOME**

1. **PARTIES.** This Purchase Agreement is made March 1, 2024 (the "Effective Date"), by and between **Mike and Naomi Schultz**, married, of 2376 Quarter St., Brook Park, MN (collectively referred to as "Seller"), and the **County of Kanabec, Minnesota** (the "County").
2. **OFFER/ACCEPTANCE.** The County offers to purchase and Seller agrees to sell real property located at 2376 Quarter St., Brook Park, County of Kanabec, State of Minnesota, known as PID 15.01340.10, and legally described on **Exhibit A** attached hereto and made a part hereof (Real Property), including all fixtures, appliances, bulbs, trees and shrubs.
3. **PRICE AND TERMS.** The price for the real and personal property included in this sale is < 235,000 > and **00/100 Dollars (\$ 235,000)** which the County shall pay by check on or before **July 1, 2024**, or sooner upon 30 days' written request by Seller (the "Date of Closing").
4. **DEED/MARKETABLE TITLE.** Upon performance by the County, Seller shall execute and deliver a Warranty Deed, in favor of the County, conveying marketable title, subject only to:
- (A) Building and zoning laws, ordinances, state and federal regulations;
 - (B) Reservation of any mineral rights by the State of Minnesota; and
 - (C) Utility and drainage easements of record.
- Seller shall also execute a Seller's Affidavit, Closing Statement and other documents reasonably requested by the County's closing company.
5. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** Real estate taxes and all installments of special assessments due and payable in the year of closing shall be prorated between Seller and the County on a calendar year basis to the actual Date of Closing. Seller will pay on the Date of Closing any deferred or delinquent real estate taxes and any levied special assessments. The County shall pay real estate taxes due and payable in the year following closing and takes subject to pending assessments.
6. **DAMAGES TO REAL PROPERTY.** If the Real Property is materially damaged prior to closing, the County may terminate this Agreement.
7. **LIEN WARRANTIES.** Seller warrants that there has been no labor or material furnished to the Real Property for which payment has not been made.

8. SELLER TO REMOVE PERSONAL PROPERTY. Seller shall remove all debris and all personal property not included in this sale from the Real Property before the possession date.

8A. POSSESSION. Seller shall deliver possession of the Real Property no later than 90 days after the Date of Closing (the "Date of Possession"). Seller shall be responsible to pay all charges for utilities up to the Date of Possession. During Seller's possession, the County shall have no obligation to maintain or repair the Real Property. Seller shall not receive any relocation payments or supplement payment until Seller has vacated the Property or made other arrangements acceptable to the County to ensure the payment of utility expenses and other obligations of Seller.

10. STATE DEED TAX AND CLOSING FEE. The County shall pay all state deed tax regarding the Deed to be delivered by Seller under this Agreement. The County shall pay any customary closing fee or charge imposed by any closing agent that conducts the closing related to the Real Property.

11. ABSTRACT/REGISTERED PROPERTY ABSTRACT. Seller will provide an Abstract, if available, to the County. The County shall pay all costs of updating Seller's Abstract. The County shall pay all costs of title insurance obtained by the County.

12. MINNESOTA LAW. This Agreement shall be governed by the laws of the State of Minnesota.

13. REPRESENTATION. Rinke Noonan is representing the County in the preparation of this Agreement and the closing hereunder. Seller is hereby advised to seek separate legal representation.

14. ENVIRONMENTAL REPRESENTATION. To the best knowledge of Seller, no toxic or hazardous substances or wastes, pollutants or contaminants have been generated, treated, stored, released or disposed of on the real property. To the best knowledge of Seller, no septic tank system is currently located on the Real Property. To the best knowledge of Seller, except as described on **Exhibit B**, no above ground or underground tanks are located in or about the Real Property, or have been located under, in or about the Real Property and have subsequently been removed or filled. There are no known wells within the meaning of Minn. Stat. §103I.005 on the Real Property except as described on **Exhibit C**. Seller has disclosed to the County all environmental reports and studies with respect to the Real Property which are in Seller's possession. Seller has no knowledge of lead based paint on the Real Property, and the County waives any lead based paint contingency it may have by law. Seller is not aware of any methamphetamine production that has occurred on the Real Property.

Seller shall remain responsible for environmental contamination of the Real Property to the extent Seller is a "responsible party" on the Date of Closing.

15. RIGHT TO ENTER PROPERTY; INDEMNIFICATION; REPORTS. The County shall have access to the Real Property for purposes of performing surveys, engineering borings and other testing. The County will be responsible for any damage to Seller's personal property and other claims resulting from the County's entry onto the Real Property.

15A. RELOCATION BENEFITS AND PAYMENTS. The County acknowledges that occupants of the Real Property may be entitled to relocation payments, benefits and services pursuant to the Uniform Acquisition Relocation Assistance and Real Property Acquisition Policies Act and the rules promulgated thereunder. Seller acknowledges that all occupants of the Real Property have been disclosed to the County.

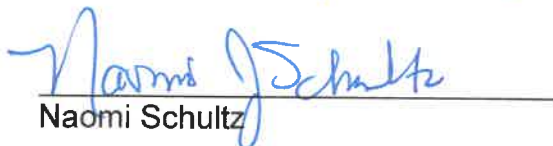
17. TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS AGREEMENT.

18. SURVIVAL. All terms of this Agreement shall survive Closing and delivery of the Deed.

Seller and the County have executed this Agreement as of the Effective Date.

SELLER:


Mike Schultz


Naomi Schultz

BUYER:

KANABEC COUNTY, MINNESOTA

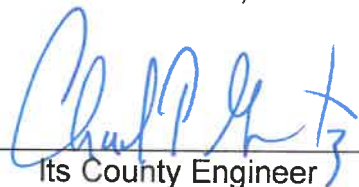
By 
Its County Engineer

EXHIBIT A
LEGAL DESCRIPTION

<insert legal description>

EXHIBIT B
DESCRIPTION OF STORAGE TANKS
(if blank, indicate none)

EXHIBIT C
DESCRIPTION OF WELLS
(if blank, indicate none)

located approximately 70 LF southeast of the house

Roger Helmbrecht

2316 Quarter St Brook Park, MN 55007

PID # 24.00010.00

763-227-3253

jessi_the_body@yahoo.com

March 29, 2024

Kanabec County

18 N Vine St

Mora, MN 55051

To whom it may concern,

I reviewed the county's acquisition appraisal, I found a mathematical error with the proposed permanent easement, I contacted the Public Works Director - Chad Gramentz to inform him of the error; he verified the mistake and corrected it.

The proposed permanent easement you/yours are seeking adds 27' feet to the existing road right-of-way (which is currently 62' feet from my house), this will lessen my front (yard) property from 62' feet down to 35' feet from my house; diminution of almost half of the land between the road and my home.

I'm finding the valuation of damages on the appraisal of my property unjust. This pertains to the removal of mature (pine) tree's in my front yard that provide shade, windbreak and safety (from storms and passing cars/trucks) to my home, myself & children.

The replacement and/or relocation of the trees on my property is not possible, this is due to reduction of footage between the road right-of-way and my home. The appraiser valued the eight (8) 60' tall pines and one (1) ten 10' tall pine on my property at \$90 per tree, the same appraiser valued my neighbors thirty-three (33) 28' tall pines at \$120 per tree (whose trees serve no purpose as mine do and his on the other hand can be replaced or relocated).

Knowing the fact that my trees cannot be replaced or relocated, and taking into consideration their purpose of providing windbreak, shade and safety to my home &

family, I've calculated and placed a valuation of \$364 per tree; an average cost of replacement trees or wind/protection fence at \$16.5 per ft. x 200' installed.

My Father planted the trees after he'd purchased the property following his service in the Military (after WW2 back in 1948); the repair cost of one hail storm or wind storm damage that the trees provide in protection is more than three times my valuation alone; it'll be sad for our family to see them go.

Sincerely,

Roger Helmbrecht

County Road Safety Plan Update – Establishment of Task Force

The County road Safety Plan Task Force is established to provide input from a representative cross-section of the community that has interest and knowledge of road safety issues. The time commitment for members will be up to two virtual meetings and an in-person safety workshop that will be up to two hours.

The following is a list of examples of individuals that can be included in the task force:

- County Sheriff
- Other law enforcement (city PD for largest city within the county)
- Emergency responders (County Emergency Management, fire department for largest city within the county, emergency medical services)
- County Public Health
- City Public Health (for largest city within the county)
- County Attorney
- County Board of Supervisors
- School Districts with mailing addresses within the county
- Certified Child Passenger Safety Technician (CPST)
- Minnesota Farm Bureau
- Minnesota State Patrol Safety Education Officer (SEO)
- Veterans Affairs

2010 Task Force List

Bob Bollenbeck Kanabec ECRDC

Dave Blum Kanabec Ann Lake Twp.

Doug Heius Kanabec Kanabec County

Roger Crawford Kanabec Kanabec County

Kathy Burski Kanabec Kanabec County Public Health

Gary Gauffin Kanabec Mora Schools

Joel Bos Kanabec Kanabec County S.O.

June Juday Kanabec Kanabec Ambulance Service

Amy Brosnahan Kanabec Kanabec County Attorney

Greg Nikodym Kanabec Kanabec Co. Engineer

Robert Jensen Kanabec Sheriff



**** **Kanabec County** ****
Executive Departmental Budget to Actual Review
As of March 31, 2024

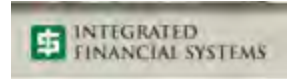


Operational Funds

	Expenditures				Revenues				Net Actual
	Full Year Budget	1/1/2024 03/31/2024 Actual	Variance	PCT	Full Year Budget	1/1/2024 03/31/2024 Actual	Variance	PCT	
3 Road & Bridge Fund									
300 County Highway	(50,044)	25,975	(76,019)	-52	7,821,670	1,067,293	(6,754,377)	14	1,041,318
301 Administration	406,472	117,618	288,854	29	0	0	0	0	(117,618)
310 Maintenance	1,275,285	207,623	1,067,662	16	0	0	0	0	(207,623)
320 Engineering	4,987,769	230,556	4,757,213	5	0	179	179	0	(230,377)
330 Equipment And Maintenance Shops	1,202,188	100,945	1,101,243	8	0	0	0	0	(100,945)
3 Road & Bridge Fund	7,821,670	682,717	7,138,953	9	7,821,670	1,067,472	(6,754,198)	14	384,755
	7,821,670	682,717	7,138,953		7,821,670	1,067,472	(6,754,198)		384,755

kelsey
3/29/24 9:42AM

*** Kanabec County ***



REVENUES & EXPENDITURES BUDGET REPORT As of 03/2024

Page 2

1 FUND General Revenue Fund

Report Basis: Cash

		Percent of Year		25%		
<u>Account Number</u>		<u>Status</u>	<u>Quarter To Date</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of BDG</u>
110 DEPT	Buildings & Grounds Maintenance					
----- REVENUES -----						
01-110-000-0000-5989	Fund Balance-Planned Use		0.00	0.00	95,000.00-	0
----- EXPENDITURES -----						
01-110-000-0000-6103	Salaries - Regular		27,172.00	27,172.00	179,397.00	15
01-110-000-0000-6107	Salaries - Overtime		0.00	0.00	1,500.00	0
01-110-000-0000-6130	VEBA - County Share		318.00	318.00	0.00	0
01-110-000-0000-6153	Co Share Health Ins		4,010.58	4,010.58	44,973.00	9
01-110-000-0000-6163	Co Share Pera		2,037.90	2,037.90	13,455.00	15
01-110-000-0000-6175	Co Share Fica		2,013.08	2,013.08	13,724.00	15
01-110-000-0000-6203	Telephone		311.62	311.62	1,800.00	17
01-110-000-0000-6289	Staff Development		0.00	0.00	500.00	0
01-110-000-0000-6331	Mileage & Meals		88.02	88.02	200.00	44
01-110-000-0000-6405	Computers & Hardware		119.99	119.99	1,500.00	8
01-110-000-0000-6411	Supplies		25.43	25.43	1,000.00	3
01-110-000-0000-6665	Future Capital Improvements		0.00	0.00	50,000.00	0
01-110-112-0000-6211	Services & Charges		1,816.52	1,816.52	30,000.00	6
01-110-112-0000-6253	Electric-Water Sewer		7,521.32	7,521.32	63,000.00	12
01-110-112-0000-6255	Gas Utilities		13,750.41	13,750.41	51,000.00	27
01-110-112-0000-6257	Garbage Service		772.21	772.21	2,800.00	28
01-110-112-0000-6321	Cleaning Service		14,487.00	14,487.00	59,686.00	24
01-110-112-0000-6411	Supplies		3,725.94	3,725.94	12,800.00	29
01-110-112-0000-6490	Equipment, Maintenance & Repairs		2,844.72	2,844.72	6,300.00	45
01-110-112-0000-6661	Building Improvements		0.00	0.00	95,000.00	0
01-110-113-0000-6253	Electric - Water - Sewer		36.98	36.98	0.00	0
----- REVENUES -----						
01-110-114-0000-5810	PSB Rental Income		4,417.00-	4,417.00-	26,502.00-	17
----- EXPENDITURES -----						
01-110-114-0000-6211	Services & Charges		3,036.90	3,036.90	9,920.00	31
01-110-114-0000-6253	Electric-Water-Sewer Utilities		4,787.46	4,787.46	20,000.00	24
01-110-114-0000-6255	Gas Utilities		2,524.39	2,524.39	8,000.00	32
01-110-114-0000-6257	Garbage Service		820.07	820.07	2,850.00	29
01-110-114-0000-6321	Cleaning Service		7,629.00	7,629.00	31,431.00	24
01-110-114-0000-6411	Supplies		2,009.38	2,009.38	6,000.00	33
01-110-114-0000-6490	Equipment, Maintenance & Repairs		2,101.10	2,101.10	3,000.00	70
----- REVENUES -----						

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**** Kanabec County ****



REVENUES & EXPENDITURES BUDGET REPORT As of 03/2024

Page 3

1 FUND General Revenue Fund

Report Basis: Cash

		<u>Status</u>	<u>Quarter</u>	<u>Year</u>	<u>Percent of Year</u>	<u>25%</u>
<u>Account Number</u>			<u>To Date</u>	<u>To Date</u>	<u>Budget</u>	<u>% of BDG</u>
01-110-140-0000-5810	Rental Income Transit		0.00	0.00	26,400.00-	0
----- EXPENDITURES -----						
01-110-140-0000-6211	Services & Charges Transit		2,393.00	2,393.00	6,500.00	37
01-110-140-0000-6411	Supplies Transit		133.13	133.13	0.00	0
01-110-251-0000-6211	Services & Charges		21,343.46	21,343.46	60,000.00	36
01-110-251-0000-6321	Cleaning Service		2,016.00	2,016.00	8,306.00	24
01-110-251-0000-6411	Supplies		2,861.31	2,861.31	7,270.00	39
01-110-251-0000-6490	Equipment, Maintenance & Repairs		6,417.47	6,417.47	8,000.00	80
110 DEPT	Totals Buildings & Grounds Maintenance	Revenue	4,417.00-	4,417.00-	147,902.00-	3
		Expend.	139,124.39	139,124.39	799,912.00	17
		Net	134,707.39	134,707.39	652,010.00	21
1 FUND	Totals General Revenue Fund	Revenue	4,417.00-	4,417.00-	147,902.00-	3
		Expend.	139,124.39	139,124.39	799,912.00	17
		Net	134,707.39	134,707.39	652,010.00	21
FINAL TOTALS	37 Accounts	Revenue	4,417.00-	4,417.00-	147,902.00-	3
		Expend.	139,124.39	139,124.39	799,912.00	17
		Net	134,707.39	134,707.39	652,010.00	21

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**** Kanabec County ****



REVENUES & EXPENDITURES BUDGET REPORT As of 03/2024

Page 2

1 FUND General Revenue Fund

Report Basis: Cash

<u>Account Number</u>		<u>Status</u>	<u>Quarter To Date</u>	<u>Year To Date</u>	<u>Percent of Year Budget</u>	<u>25% % of BDG</u>
107 DEPT	Environmental Services					
----- REVENUES -----						
01-107-000-0000-5101	Licenses & Permits		2,170.00-	2,170.00-	40,000.00-	5
01-107-000-0000-5515	Contracts		25,000.00-	25,000.00-	25,000.00-	100
01-107-000-0000-5891	Reimbursements		0.00	0.00	69,263.00-	0
----- EXPENDITURES -----						
01-107-000-0000-6103	Salaries - Regular		36,544.80	36,544.80	153,184.00	24
01-107-000-0000-6111	Per Diems		375.00	375.00	4,000.00	9
01-107-000-0000-6113	Flex Pay		481.26	481.26	0.00	0
01-107-000-0000-6130	VEBA - County Share		636.00	636.00	0.00	0
01-107-000-0000-6153	Co Share Health Ins		3,722.70	3,722.70	24,165.00	15
01-107-000-0000-6158	Health Reserves - County Share		300.00	300.00	0.00	0
01-107-000-0000-6163	Co Share Pera		2,740.86	2,740.86	11,489.00	24
01-107-000-0000-6175	Co Share Fica		2,744.60	2,744.60	11,719.00	23
01-107-000-0000-6203	Telephone		0.00	0.00	75.00	0
01-107-000-0000-6205	Postage		36.39	36.39	300.00	12
01-107-000-0000-6211	Services & Charges		84.15	84.15	250.00	34
01-107-000-0000-6289	Staff Development		230.00	230.00	7,000.00	3
01-107-000-0000-6331	Mileage & Meals		58.96	58.96	1,000.00	6
01-107-000-0000-6390	Inventory & Mapping		8,488.39	8,488.39	14,000.00	61
01-107-000-0000-6405	Computers & Hardware		0.00	0.00	3,000.00	0
01-107-000-0000-6411	Supplies		51.78	51.78	500.00	10
01-107-000-0000-6567	Gasoline & Oil		160.47	160.47	750.00	21
01-107-000-0000-6575	Car Repairs		0.00	0.00	500.00	0
01-107-000-0000-6803	Miscellaneous Expenditures		0.00	0.00	5,000.00	0
01-107-000-0000-6841	Appropriations - Kc Soil & Water Dist		0.00	0.00	10,000.00	0
0 PROGRAM	Totals No Program	Revenue	27,170.00-	27,170.00-	134,263.00-	20
		Expend.	56,655.36	56,655.36	246,932.00	23
		Net	29,485.36	29,485.36	112,669.00	26
107 DEPT	Totals Environmental Services	Revenue	27,170.00-	27,170.00-	134,263.00-	20
		Expend.	56,655.36	56,655.36	246,932.00	23
		Net	29,485.36	29,485.36	112,669.00	26
1 FUND	Totals General Revenue Fund	Revenue	27,170.00-	27,170.00-	134,263.00-	20
		Expend.	56,655.36	56,655.36	246,932.00	23
		Net	29,485.36	29,485.36	112,669.00	26

**** Kanabec County ****



REVENUES & EXPENDITURES BUDGET REPORT As of 03/2024 Page 3

1 FUND General Revenue Fund

Report Basis: Cash

				Percent of Year		25%
<u>Account Number</u>		<u>Status</u>	<u>Quarter To Date</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of BDG</u>
FINAL TOTALS	23	Accounts	Revenue	27,170.00-	27,170.00-	134,263.00- 20
			Expend.	56,655.36	56,655.36	246,932.00 23
			Net	29,485.36	29,485.36	112,669.00 26