



Kanabec County Board of Commissioners

Regular Meeting Agenda

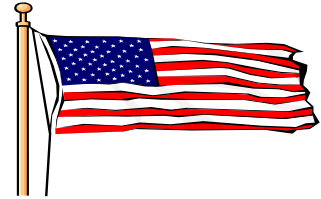
March 19, 2024 9:00am

- 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: 2486 731 4356



Video Meeting link:

<https://kanabeccounty.webex.com/kanabeccounty/j.php?MTID=m4b349b41387d4c58fd63eb13bc6d4fe8>

Meeting number: 2486 731 4356

Password: ktCEYsXa882 (58239792 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: 2486 731 4356
- 9:20am Recess County Board to a time immediately following the Family Services Board.
 Family Services Board
- 9:40am Recess County Board to a time immediately following the Community Health Board.
 Community Health Board
- 9:50am Consider Resolution to Adopt and Enact an Ordinance Regulating the Use of Cannabis
 and Cannabis Derived Products in Public Places within Kanabec County
- 10:00am Chad Gramentz, Public Works
- 10:15am Denise Snyder, Auditor/Treasurer- Office update
- 10:25am Lisa Holcomb, Recorder

- a. Master Software Agreement
- b. Hosting Agreement
- c. GIS Integration with Landshark
- d. Department Update

10:35am Jim Hartshorn, EDA Director - Department Update

- a. Review of EDA Strategic Plan 2024 – 2026
 - b. Review/Approve the following programs:
 - i. Resolution approving the attached grant programs
 - ii. Affordable Housing Rehabilitation Program
 - iii. Affordable Housing GAP Financing Program
 - c. EDA Updates
-

Other business to be conducted as time is available:

- 1. Minutes –
 - a. March 5, 2024 Regular Meeting
 - b. March 7, 2024 Public Hearing
- 2. Paid Bills
- 3. Regular Bills- Revenue Fund
- 4. Regular Bills- Road & Bridge Fund
- 5. Discuss Resolution #18-12/19/23 Per Diems
- 6. Discuss SF 3588/HF 3446 allowing striking workers to access unemployment insurance
- 7. Discuss SF 4203/HF 4241 requiring all local municipalities to adopt and enforce State Building Code
- 8. Commissioner reports
- 9. Future agenda items
- 10. Discuss any other matters that may come before the County Board
- 11. Adjourn

Kanabec County Family Services

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

Kanabec County Family Services Board

Agenda

March 19, 2024

9:20 a.m.

- 1. Agenda Approval** **Pg. 1**
- 2. Tim – Mitel Softphone System Presentation**
 - Action requested
 - See attached information, quote, and resolution**Pg. 2-8**
- 3. Director’s Report** **Pg. 9**
 - Staffing -Admin Assistant, Office Support Specialist
 - Social Worker Month Proclamation
 - Action requested
 - See attached Proclamation
 - Ongoing Number of Children in Placement**Pg. 10**
- 4. PrimeWest Contract**
 - Action requested
 - See attached Agreement and resolution**Pg. 11-45**
- 5. Family Service Fund Report**
 - See attached report**Pg. 46**
- 6. Financial Report**
 - See attached report**Pg. 47-48**
- 7. Abstract Approval**
 - See attached abstract and board vendor paid list**Pg. 49-52**
- 8. Other Business**
- 9. Adjourn**

Request to Implement Mitel Softphone System

Softphone System

We are seeking to implement a softphone system within the Financial Assistance and Child Support units of our department. A softphone is software that allows you to make and receive phone calls over the internet using a device, a computer in our case, with a supported speaker and microphone.

Discussion

Utilization of a softphone has been a topic within our department for a few years. With the recent advent of Microsoft Teams, we felt this was the time to further explore softphone options as Microsoft Teams has this capability. In teaming up with the IS department, it was determined that the Microsoft Teams phone option may not be the best option for what we are looking for. The idea was brought forth to explore the use of Mitel's softphone option. Mitel is the phone system we already utilize across the County. The IS team brought this solution forward and did great work in finding out information about this possible option and how well it would work with our already existing phone system.

The reason why we are seeking a softphone system is that this will allow these two units to move away from utilizing cell phones. Work within the Financial Assistance and Child Support areas are heavily tied to one's computer. We aren't in need of the ongoing mobility a cell phone offers due to this. We have also found it cumbersome to utilize cell phones. With how well this softphone system would integrate into our existing system, we'll see major benefits to ease of use and the quality of our calling process. For example, calls wouldn't need to be forwarded to a cell phone nor would we need to rely on voicemails coming into our email inbox to then call someone back. The softphone will function in unison with our already existing physical phone.

A brief breakdown of the pros and cons of implementing this Mitel Softphone system are listed below:

Pros:

- Integrates directly into our existing county-wide phone system
 - o Would be able to implement in other areas (County-wide) if desired with just the initial per user fees
- Support for this system would be provided through already existing partnerships
- Outgoing calls will come from a known Kanabec County Family Services number
- Less costly as compared to cell phones
 - o Ongoing Monthly Cost = **\$0.00**
 - o Break Even Point (w/ County dollars) = **4.64 Months**

Cons:

- Flat initial set up fee of \$4658.73
 - o Completely mitigated with non-County dollars

Break-Even Analysis Information

Table 1 contains the assumptions used within the calculations shown further below. The reimbursement rates refer to the state/federal reimbursement that the applicable unit receives for allowable expenses. The monthly cell phone cost refers to the cost for the phones that are currently being used. The initial per user fee is the one-time set-up fee for the Mitel Softphone system. For simplicity's sake, we're assuming a \$31.00 cost for the headset.

Table 1.

Assumptions	
Child Support Reimbursement Rate	60%
Financial Assistance Reimbursement Rate	45%
Monthly Cell Phone Cost	\$24.04
Initial User Fee	\$69.00
Headset	\$31.00

Table 2 contains current cost information for cell phones in each of these units for users that will no longer have a cell phone. The non-reimbursed user refers to a position that is not allowed to have costs reimbursed. These reimbursement rates are hinged on positions performing duties within a specific unit.

Table 3 consists of the initial costs for implementation of the Mitel Softphone system. The difference of user count between Table 1 and Table 2 is a result of the unit supervisor continuing to have a cell phone. The break-even point refers to the number of months in which it will take for the cost of the Mitel system to match the cost of our current cell phones. Please keep in mind, there will no longer be an ongoing monthly cost with the switch from cell phones to the Mitel Softphone system.

Table 2.

Current Cell Phone Costs for Potential Softphone Users (16 Users)		
	Total Cost	County Dollar Cost
Financial Assistance Users (\$24.04 * 11)	\$264.44	\$145.44
Child Support Users (\$24.04 * 4)	\$96.16	\$38.46
Non-Reimbursed User (\$24.04 * 1)	\$24.04	\$24.04
Total Monthly Cost	\$384.64	\$207.95

Table 3.

Mitel Softphone Initial Costs (17 Users)		
	Total Cost	County Dollar Cost
Flat Initial Set Up Fee	\$4,658.73	\$0.00
Financial Assistance Users (\$69.00 + \$31.00) * 11	\$1,100.00	\$605.00
Child Support Users (\$69.00 + \$31.00) * 4	\$400.00	\$160.00
Non-Reimbursed Users (\$69.00 + \$31.00) * 2	\$200.00	\$200.00
Total Cost	\$6,358.73	\$965.00
Break Even Point (in Months)	16.53	4.64

Recommendation

We recommend moving forward with the implementation of the Mitel Softphone system.

Resolution #HS – 3/19/2024

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.



February 26, 2024

PROPOSAL FOR

KANABEC COUNTY COORDINATOR

LISA BLOWERS

Prepared By:

Jennifer Bohnsack

Technology Advisor

320-259-3001 x1029

jennifer.bohnsack@marconet.com

Quote Number: 157181



Managed Services



Copiers & Printers



Audio Visual



Business IT Services



IT - (qty 17) Softphone Licenses -- KANABEC COUNTY COORDINATOR



Prepared by:

Marco - St. Cloud

Jennifer Bohnsack
320-259-3001 x1029
jennifer.bohnsack@marconet.c
om

Prepared for:

**KANABEC COUNTY
COORDINATOR**

18 N VINE ST #181
MORA, MN 55051
LISA BLOWERS
320.679.6496
lisa.blowers@co.kanabec.mn.u
s

Ship To:

**KANABEC COUNTY
COORDINATOR**

317 MAPLE AVE E
MORA, MN 55051-1337
LISA BLOWERS
320.679.6496
lisa.blowers@co.kanabec.mn.u
s

Quote Information:

Quote #: 157181

Version: 2
Date Issued: 02/26/2024
Expiration Date: 03/31/2024
Special Pricing Program:
Sourcewell/NJPA

Products

Description	One-Time	Qty	Ext. One-Time
This quote is based on the Mitel Sourcewell contract #120122-MBS			
UCCv4 Entry to STD for Enterprise	\$69.00	17	\$1,173.00

Subtotal: **\$1,173.00**

Professional Services Labor

Description	One-Time	Qty	Ext. One-Time
Marco Professional Services - Fixed Fee - Milestone 1	\$4,658.73	1	\$4,658.73

Subtotal: **\$4,658.73**



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT
AGREEMENT(S)

Quote Summary - One-Time Expenses

Description	Amount
Products	\$1,173.00
Professional Services Labor	\$4,658.73
Total:	\$5,831.73

Payment Options

Description	Payments	Interval	Amount
One-Time Payment			
One-Time Payment	1	One-Time	\$5,831.73

Summary of Selected Payment Options

Description	Amount
One-Time Payment: One-Time Payment	



■ Approval

- Client represents that it has reviewed and agrees to be legally bound by this Schedule of Products.
- Client represents that it has reviewed and agrees to be legally bound by the Relationship Agreement, any Product Agreement(s) referred to herein, and applicable policy(ies) ("Terms and Conditions") which are located at www.marconet.com/legal for the Products it is obtaining as identified in this Schedule of Products.
- If the parties have negotiated changes to the Terms and Conditions that have been reduced to writing and signed by both parties, the modified version(s) of such Terms and Conditions, that have not expired or been terminated, shall replace the online version(s).
- Client agrees to use electronic signatures, electronic communications, and electronic records to transact business under the above documents.
- The pricing above does not include taxes. Taxes, fees and surcharges shall be paid by Client and will be shown on invoices to Client.
- Payments made via credit card are subject to a 3% surcharge.
- A \$30 fee will be assessed for any returned payment

Marco Technologies, LLC

KANABEC COUNTY COORDINATOR

Signature: _____
Name: _____
Title: _____
Date: _____

Prepared for: LISA BLOWERS
Signature: _____
Signed by: _____
Title: _____
Date: _____
PO Number: _____
Email Address: _____

Family Service Director's Report

March 2024

Staffing

Kathy Burski and I will be interviewing for the Administrative Assistant opening this week. We are still looking for 2 Social Workers and had two interviews last week. The Office Support Specialist opening is in the process of being filled.

Social Worker Month Proclamation

This is the first time this year I am bringing you a proclamation for one of our job classes. My plan is to bring these to the Board as an opportunity to recognize the outstanding workers we have within our county. This provides a way for us to express the thanks of our county for the hard and demanding work that is provided by our staff. In an ongoing effort and opportunity to improve the relationship of our administration and the Board, with our staff. I would ask your support of the resolution on the proclamation.

- Action requested
- See attached Resolution

Ongoing Update on Number of Children in Placement

Last month we had 21 children in our care in out of home placements. We have 23 children in care this month compared to 22 last year for the same month.

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.

PRIMEWEST HEALTH PROVIDER PARTICIPATION AGREEMENT

THIS AGREEMENT is made by and between County of Kanabec (“Provider”) and PrimeWest Rural Minnesota Health Care Access Initiative, a Minnesota joint purchasing organization, doing business as PrimeWest Health, collectively referred to as “Parties,” for the purpose of setting forth the terms and conditions under which Provider shall provide Covered Services to Beneficiaries enrolled in PrimeWest Health. This Agreement shall become effective upon the date this Agreement has been executed by both Parties (the “Effective Date”).

RECITALS

WHEREAS, PrimeWest Health desires to arrange for the provision of Covered Services to eligible individuals participating in the Minnesota Health Care Programs and enrolled in PrimeWest Health by engaging Provider to deliver such services.

WHEREAS, Provider has met the credentialing criteria of PrimeWest Health and is capable of delivering Covered Services under this Agreement.

WHEREAS, Provider desires to deliver or arrange for the delivery of such Covered Services to individuals enrolled in PrimeWest Health under the terms specified herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the parties hereby agree as follows:

SECTION 1 DEFINITIONS

- 1.1. Abuse.** The definition as set out in Minnesota Administrative Rules, Part 9505.2165, Subpart 2. Abuse shall also include failure to provide Medically Necessary items and services that are required to be provided to a Beneficiary under this Agreement if the failure has adversely affected or has a substantial likelihood of adversely affecting the health of the Beneficiary.
- 1.2. Beneficiary.** Any individual participating in the Minnesota Health Care Programs and who is properly enrolled in any of the following PrimeWest Health offerings: Prepaid Medical Assistance Program (PMAP), Minnesota Care (MnCare), Minnesota Senior Care Plus (MSC+), Special Needs Basic Care (SNBC), PrimeWest Senior Health Complete, or Prime Health Complete, and entitled to benefits under the PrimeWest Health Certificate of Coverage.
- 1.3. Care Coordination.** PrimeWest Health’s coordination of the provision of health services to a Beneficiary, including but not limited to: needs assessment, Service Authorization, care communication, and care coordination with social service and Local Agency Pre-Admission Screening/Elderly Waiver, mental health, developmental disability, and chemical dependency care managers, pre-petition screeners, IEP and IFSP services, and services provided by a children’s mental health collaborative or family services collaborative.

- 1.4. Certificate of Coverage.** The benefit contract issued by PrimeWest Health to Beneficiaries and approved by DHS and MDH that describes PrimeWest Health Covered Services and contains the terms and conditions of a Beneficiary's health care coverage.
- 1.5. Claim.** A statement of services submitted to PrimeWest Health, or its designee, by Provider following the provision of Covered Services to a Beneficiary that includes diagnosis or diagnoses and an itemization of services and treatment provided to Beneficiary.
- 1.6. Clean Claim.** A Claim as defined in Section 1.5 that pursuant to 42 CFR 447.45 and 447.46, and Minnesota Statutes, Section 62Q.75, that has no defect or impropriety, including lack of any required substantiating documentation or particular circumstance requiring special treatment that prevents timely payment from being made on the claim.
- 1.7. CMS.** The Centers for Medicare and Medicaid Services of the U.S. Department of Health and Human Services.
- 1.8. Coordination of Benefits.** The determination of whether Covered Services provided to a Beneficiary shall be paid for, either in whole or in part, under any other private or government health benefit plan or any other legal or contractual entitlement, including, but not limited to, a private group indemnification or insurance program.
- 1.9. Cost Avoidance Procedure.** The process by which Provider obtains payment from the identified third party resource before billing PrimeWest Health.
- 1.10. Covered Services.** A health care service as defined in Minnesota Statutes, section 256B.0625, and Minnesota Administrative Rules 9505.0170 to 9505.0475 and that is provided in accordance with the PrimeWest Health Service Delivery Plan and the PrimeWest Health Certificate of Coverage, as approved by the STATE and published on the DHS website at www.dhs.state.mn.us. For Beneficiaries enrolled in Minnesota Senior Care Plus or PrimeWest Senior Health Complete, "Covered Services" includes a service as defined in Minnesota Statutes, section 256B.0915, as applicable. For Beneficiaries enrolled in Special Needs BasicCare or Prime Health Complete, "Covered Services" includes a service as defined in Minnesota Statutes, sections 256B.49 and 256B.092, as applicable.
- 1.11. DHHS.** United States Department of Health and Human Services.
- 1.12. DHS.** Minnesota Department of Human Services.
- 1.13. Disease Management.** A multi-disciplinary, continuum-based approach to improve the health of Beneficiaries that proactively identifies populations with, or at risk for, certain medical conditions that: 1) supports the Provider/patient relationship and place of care, 2) emphasizes prevention of exacerbation and complications utilizing cost-effective evidence-based practice guidelines and patient empowerment strategies such as self-management, and 3) continuously evaluates clinical, humanistic, and economic outcomes with the goal of improving overall health.
- 1.14. Emergency Condition.** A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of

immediate medical attention to result in: placing the physical or mental health of the individual (or, with respect to a Pregnant Woman, the health of the woman or her unborn Child) in serious jeopardy; continuation of severe pain; serious impairment to bodily functions; serious dysfunction of any bodily organ or part; or death. Labor and delivery is an Emergency Condition if it meets this definition. The condition of needing a preventive health service is not an Emergency Condition.

- 1.15. Fraud.** The definition set out in Minnesota Administrative Rules, Part 9505.2165, Subpart 4.
- 1.16. GAO.** General Accounting Office.
- 1.17. Health Care Home.** Clinic, personal clinician, or local trade area clinician that is certified under parts 4764.0010 to 4764.0070.
- 1.18. HIPAA.** Health Insurance Portability and Accountability Act of 1996.
- 1.19. Indirect Ownership.** An Ownership Interest in an entity that has an Ownership Interest in the Provider. This term includes an ownership interest in any entity that has an indirect ownership interest in the Provider.
- 1.20. Inpatient Admission.** The admittance of a beneficiary to a licensed hospital bed for a period of not less than 24 hours.
- 1.21. Inpatient Services.** Inpatient hospital medical, mental health and chemical dependency services.
- 1.22. MDH.** Minnesota Department of Health.
- 1.23. Medical Emergency Services.** Inpatient and outpatient services covered under this Agreement that are furnished by a Provider qualified to furnish emergency services and are needed to evaluate or stabilize a Beneficiary's Emergency Condition.
- 1.24. Medically Necessary or Medical Necessity.** Pursuant to Minnesota Administrative Rules, Part 9505.0175, Subpart 25, a health service that is consistent with the Beneficiary's diagnosis or condition and:
 - a. is recognized as the prevailing standard or current practice by the Provider's peer group; and
 - b. is rendered in response to a life threatening condition or pain; or to treat an injury, illness or infection; or to treat a condition that could result in physical or mental disability; or to care for the mother and child through the maternity period; or to achieve a level of physical or mental function consistent with prevailing community standards for diagnosis or condition; or
 - c. is a preventive health service defined under Minnesota Administrative Rules, Part 9505.0355.

- 1.25. Non-Covered Services.** Health care services that are not Covered Services or eligible for coverage under the Beneficiary's PrimeWest Health Certificate of Coverage.
- 1.26. Ownership Interest.** The possession of equity in the capital, the stock, or the profits of the Provider.
- 1.27. Participating Provider.** A Provider under contract with PrimeWest Health to provide Covered Services to Beneficiaries.
- 1.28. Person with an Ownership or Control Interest.** A person or corporation that:
- a. Has an ownership interest totaling 5 percent or more in the Provider;
 - b. Has as indirect ownership interest equal to 5 percent or more in the Provider;
 - c. Has a combination of direct and indirect ownership interests equal to 5 percent or more in the Provider;
 - d. Owns an interest of 5 percent more in any mortgage, deed of trust, note, or other obligation secured by the Provider if that interest equals at least 5 percent of the value of the property or assets of the Provider;
 - e. Is an officer or director of a disclosing entity that is organized as a corporation; or
 - f. Is a partner in the Provider that is organized as a partnership.
- 1.29. PHI.** Protected Health Information as defined by HIPAA.
- 1.30. Provider.** The named individual or entity entering into this Agreement that is engaged in the delivery of health care services and is legally authorized to do so by the State in which it delivers the services. Provider also includes any associated individual practitioners, that (a) is a partner or shareholder in, employed by or otherwise associated with Provider and thereby bound through the Provider's execution of this Agreement to the provisions contained herein; (b) is appropriately licensed in the state or states in which Covered Services are delivered; (c) has been credentialed pursuant to the policies and procedures of PrimeWest Health, and been approved by PrimeWest Health to provide Covered Services to Beneficiaries.
- 1.31. Provider Manual.** The Internet online version of the PrimeWest Health publication, entitled "PrimeWest Health Provider Administrative Manual" that is issued to Participating Providers by PrimeWest Health for policy clarification, procedures, and definitions of covered services under PrimeWest Health, as amended from time to time.
- 1.32. Quality Management.** The process designed to monitor and evaluate the quality and appropriateness of care, pursue opportunities to improve care, and resolve identified problems in the quality and delivery of care.
- 1.33. Service Authorization.** A Beneficiary's request, or a Provider's request on behalf of a Beneficiary, for the provision of a medical service, and PrimeWest Health's approval of the Medical Necessity for the medical service prior to the delivery or payment of the service.

- 1.34. Significant Business Transaction.** Any business transaction or series of transactions that, during any one fiscal year, exceed the lesser of \$25,000 and 5 percent of a Provider's total operating expenses.
- 1.35. Subcontractor.** An individual, agency or organization to which a Provider has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients.
- 1.36. Third Party Liability.** Payment resources available from both private and public health insurance and other liable third parties that can be applied toward a Beneficiary's health care expenses.
- 1.37. Third Party Payer.** Any individual, entity, or program, that is or may be liable to pay all or part of the health care costs incurred by Beneficiaries, including Medicare, an insurance company, health maintenance organization, preferred provider organization, TriCare (formerly CHAMPUS), Workers' Compensation, and un-contested no-fault automobile insurance.
- 1.38. Utilization Management.** The methods and processes to determine on a prospective, concurrent, and/or retrospective basis the medical appropriateness of Covered Services furnished to Beneficiaries and to ensure timely and appropriate utilization of Covered Services.

SECTION 2 DELIVERY OF SERVICES

- 2.1 Scope of Services.** The scope of services covered under the terms of this Agreement is limited to services that are (a) allowed for under the licensure or certification of the Provider, and (b) are Covered Services as defined in this Agreement.
- 2.2 Access to Covered Services.** Provider shall:
- a. Provide or arrange for the provision of Covered Services to Beneficiaries on a 24-hour per day, 7 days per week, 365 days per year basis. All Covered Services shall be provided in accordance with generally accepted clinical and legal standards, consistent with medical ethics governing providers, so as to assure quality of care and treatment.
 - b. Provide access to Covered Services to Beneficiaries in terms of appointment setting, waiting times and locations, on the same basis that it provides such access to services to patients who receive coverage under a non-PrimeWest Health benefit plan or health insurance policy.
 - c. Provide Covered Services and accept Beneficiaries as new patients on the same basis that they provide such services to and accept as new patients persons who receive coverage under a non-PrimeWest Health benefit plan or health insurance policy.

- d. Comply with PrimeWest Health's access standards as described in the Provider Manual.

2.3 Verification of Eligibility. PrimeWest Health shall issue Beneficiaries an identification card that contains the name of the Beneficiary, his or her beneficiary number and the identity of the specific Certificate of Coverage under which the Beneficiary is covered. Except in the case of an Emergency Condition, Provider shall confirm a Beneficiary's eligibility prior to rendering any Covered Service. Provider may verify the current status of the Beneficiary's eligibility for Covered Services by contacting the Eligibility Verification System maintained by DHS or by contacting PrimeWest Health as instructed in the Provider Manual. PrimeWest Health shall be bound by DHS' and its confirmation of eligibility and/or coverage and shall not retroactively deny payment for Covered Services rendered to individuals confirmed as eligible through such procedures.

2.4 Medicare Provider Addendum. If Provider will deliver or arrange for the delivery of Covered Services to Beneficiaries enrolled in PrimeWest Senior Health Complete and/or Prime Health Complete, which are characterized by the integration of a Beneficiary's Medicare and Medicaid benefits into a single benefit package, Provider agrees to the terms of the Medicare Provider Addendum, which is attached hereto and incorporated herein.

SECTION 3 OBLIGATIONS OF PROVIDER

3.1. Prior Notification of Inpatient Admissions. To the extent applicable, Provider shall comply with the following requirements:

- a. Notify PrimeWest Health of non-emergency hospital Inpatient Admissions prior to or upon time of admission.
- b. In the event of an emergency Inpatient Admission, notify PrimeWest Health within 24 hours of the Inpatient Admission, or for Inpatient Admissions occurring during a weekend or holiday, by the end of the first working day thereafter.
- c. Make available to PrimeWest Health during the course of a Beneficiary's hospitalization, information related to the Inpatient Admission.
- d. Make available to PrimeWest Health within the next working day following a Beneficiary's discharge, information regarding the time and date of discharge, as well as information regarding the treatment provided to such Beneficiary.

Failure to satisfy the requirements set forth in this Section will result in denial or delay in payment of claims for Covered Services by PrimeWest Health.

3.2. Provider Facility and Provider Licensing and Good Standing. Provider shall assure that facilities and all health care professionals employed by or under contract with Provider to render Covered Services to Beneficiaries, maintain all federal, state and local licenses, certifications and permits, without restriction, required to provide health care services in the state of Minnesota or as otherwise required by the PrimeWest Health Credentialing Plan and shall comply with all applicable statutes and regulations. Provider and shall maintain, without restriction, all federal, state and local licenses, certifications

and permits or as otherwise required by the PrimeWest Health Credentialing Plan. Provider shall notify PrimeWest Health in writing within ten (10) days of any suspension, revocation, condition, limitation, qualifications or other restriction on Provider's facilities or providers' licenses, certifications and permits by any state in which Provider facilities and providers are authorized to provide health care services and/or Joint Commission accreditation.

- 3.3. Provider Clinic and Clinic Practitioner Licensing and Good Standing.** Provider represents that each Provider clinic and its clinic practitioners are and shall remain properly licensed and/or registered and in good standing with the appropriate licensing board or agency. Provider represents that clinics and clinic practitioners are in good standing with the state in which they are chartered and each state in which they are doing business. Provider shall notify PrimeWest Health in writing within ten (10) days of any termination, suspension, restriction, stipulation, limitation, qualification or other disciplinary action, corrective action plan or investigation regarding any Provider clinic and clinic practitioner's professional's license, certification, or staff privileges at any health care facility.
- 3.4. Provider Eligibility.** Provider agrees to immediately notify PrimeWest Health in the event Provider is or becomes disbarred, excluded, suspended, or otherwise determined to be ineligible to participate in federal health care programs. Provider shall not employ or contract with, with or without compensation, any individual or entity that has been disbarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs.
- 3.5. Health Care Home.** Health Care Home Providers and practitioners must meet and comply with all requirements of Minnesota Administrative Rules 4764.0010-4764.0070.
- 3.6. Nondiscrimination and Accessibility for Handicapped Beneficiaries.** Provider shall not differentiate or discriminate in their provision of Covered Services to Beneficiaries because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, income, health status, or age. Further, Provider shall render Covered Services to Beneficiaries in the same manner, in accordance with the same standards, and within the same time availability, as such services are offered to patients not associated with PrimeWest Health, consistent with medical ethics and applicable legal requirements for providing continuity of care. Provider shall comply with applicable provisions in the Americans with Disabilities Act of 1990, 42 U.S.C. 12101. *et seq.*, regarding accessibility of Provider facilities and services to handicapped beneficiaries.
- 3.7. Standards.** Provider shall assure that Covered Services are delivered by professional personnel qualified by licensure, training or experience to discharge their responsibilities and operate their facilities and equipment in a manner that complies with generally accepted standards in the medical industry.
- 3.8. Effect of this Agreement on Practitioners.** Provider hereby warrants that it has full legal authority to bind associated individual practitioners, as defined in Section 1.30, to the provisions hereof. Provider shall enter into such agreements necessary to bind all other health care professionals rendering Covered Services to Beneficiaries in affiliation with Provider to the terms and conditions of this Agreement, if Provider does not have full authority to so bind such providers.

- 3.9. Administrative Requirements.** Provider shall be subject to and fully comply with (a) PrimeWest Health's credentialing policies and procedures as set forth in the PrimeWest Health Credentialing Plan, and (b) all other administrative requirements, policies and procedures of PrimeWest Health as set forth in the Provider Manual. The PrimeWest Health Credentialing Plan and Provider Manual can be located via PrimeWest Health's website at www.PrimeWest.org.
- 3.10. Cooperation with Credentialing.** Provider shall cooperate with PrimeWest Health in the credentialing of Provider and Provider's practitioners. Provider shall furnish PrimeWest Health with such materials and information as PrimeWest Health may request from time to time pursuant to the PrimeWest Health Credentialing Plan, and shall notify PrimeWest Health of material changes in such information. Provider represents and warrants that such information is true and correct to the best of its knowledge. Provider shall assure that Provider and Provider's practitioners continue to satisfy the credentialing standards set forth in the PrimeWest Health Credentialing Plan. Provider shall notify PrimeWest Health of:
- a. any action required to be reported by it, any health care practitioner, or its professional liability insurer to the National Practitioner Data Bank; or
 - b. any adverse action taken by Provider to restrict or limit any of their health care practitioners' scope of practice or any change in any health care practitioner's relationship with Provider.
- 3.11. Cooperation with Review, Service and Performance Improvement Programs.** Provider shall participate and cooperate with programs and procedures that may be required by the state or federal governments as they relate to the terms of this Agreement. Provider shall participate in and cooperate fully with programs established by PrimeWest Health to assess, evaluate and improve the ongoing performance of Provider related to (a) the provision of Covered Services and (b) the provision of services designed to improve the health of Beneficiaries, Beneficiary satisfaction or administrative efficiency, including without limitation, quality improvement, health improvement, disease management, and utilization management programs. PrimeWest Health shall advise Provider of the methods used and underlying information relied upon to develop, implement and manage or monitor utilization and quality on an ongoing basis. PrimeWest Health shall allow Provider to participate in the development and ongoing assessment and evaluation of disease management, utilization management, quality improvement, and health improvement protocols, procedures and programs on an ongoing basis.
- 3.12. Quality Management Initiatives.** Provider and Providers shall cooperate with PrimeWest Health quality management initiatives and programs. This includes providing PrimeWest Health or its designee information upon request needed to assess quality, and to participate, cooperate and assist with audit procedures and access standards in connection with the activities addressed in Section 3. Provider shall provide to PrimeWest Health or its designee all data that PrimeWest Health may reasonably request for said activities as further described in Section 3. Provider shall provide to PrimeWest Health or its designee any existing related quality management policies and procedures as may be requested by PrimeWest Health. PrimeWest Health shall follow the quality management standards, policies and procedures of NCQA, CMS, DHS and MDH when developing and conducting

its quality management programs and activities.

- 3.13. Clinical Initiatives.** Provider understands that their continuous clinical improvement program or activities may be evaluated by PrimeWest Health annually. This evaluation may include a written report, an oral report or both from Provider.
- 3.14. Cooperation with Claims Adjudication and Appeals.** Subject to applicable confidentiality laws, Provider shall provide Beneficiary medical records to PrimeWest Health or its designee when such records are requested in connection with Beneficiary coverage appeals or any other claims adjudication matters. Provider shall cooperate with PrimeWest Health in securing Beneficiary consent for release of such records.
- 3.15. Location of Provider.** On or prior to the Effective Date of this Agreement, Provider shall identify in writing to PrimeWest Health all Provider locations where Covered Services are available. These locations shall be listed and attached to this Agreement as Appendix C. All Provider locations listed in Appendix C and their practitioners shall be bound to the terms of this Agreement. Provider shall notify PrimeWest Health in writing at least forty-five (45) days prior to any changes to such locations or to its practitioners' availability at such locations. Covered Services rendered by Provider at any location and by any health care professional under the direction of Provider shall be subject to this Agreement.
- 3.16. Location of Health Care Homes and Identification of Certified Practitioners.** On or prior to the Effective Date of this Agreement, Provider shall identify in writing to PrimeWest all Provider locations, if any, where certified Health Care Home Covered Services are made available, and the names of all certified Health Care Home practitioners at each such location. A list of all such locations shall be attached to this Agreement as Appendix D. However, PrimeWest shall also be entitled to rely upon the current listing of certified clinics and clinicians available on the Minnesota Department of Health website. All Provider locations listed in Appendix D and the applicable practitioners shall be bound to the terms of this Agreement. Provider shall notify PrimeWest in writing at least forty-five (45) days prior to any changes to such locations or to its practitioners' availability and/or certification status at such locations. Covered Services rendered by Provider and any certified practitioners at any location and by any health care professional under the direction of Provider shall be subject to this Agreement, attachments, and all requirements of Minnesota Administrative Rules Parts 4764.0010 to 4764.0070.
- 3.17. Disclosure of Admitting Privileges.** Provider shall inform PrimeWest Health the identity of the inpatient facilities at which Provider health care practitioners have admitting privileges. Provider shall inform PrimeWest Health of any revocations or restrictions of admitting privileges of any Provider health care practitioner within ten (10) days of such revocation or restrictions.
- 3.18. Beneficiary Complaints.** Provider shall notify PrimeWest Health of any complaint filed by a Beneficiary with Provider. Provider shall cooperate with PrimeWest Health in resolving any such complaint, or any complaint filed by a Beneficiary with PrimeWest Health or a regulatory entity regarding Provider. Provider shall provide its associated practitioners with a written explanation of grievance and appeals procedures and grievance encounter forms for distribution to Beneficiaries relating to their Certificate of Coverage, which shall be supplied by PrimeWest Health. Provider shall abide by the process for resolving Beneficiary grievances set forth in the Provider Manual.

- 3.19. Use of Names for Marketing.** Provider shall permit PrimeWest Health to publish the name, address, and telephone number of Provider and Provider's practitioners in lists of PrimeWest Health Participating Providers distributed and made available by PrimeWest Health to Beneficiaries and prospective Beneficiaries. PrimeWest Health agrees that such permission shall not extend to the listing or otherwise publishing the names and location of Provider in any newspaper, radio, or television advertising or press release without receiving the prior written consent from Provider. Provider may publish its participation in the PrimeWest Health Provider Network after receiving prior approval of such publication by PrimeWest Health. Such approval shall not be unreasonably withheld.
- 3.20. Noninterference with Medical Care.** Nothing in this Agreement is intended to create nor shall be construed or deemed to create any right of PrimeWest Health to intervene in any manner in the methods or means by which Provider render health care services or provide health care supplies to Beneficiaries. Nothing herein shall be construed to require Provider to take any action inconsistent with professional judgment concerning the medical care and treatment rendered to Beneficiaries.
- 3.21. Cooperation with Care Coordination.** Provider shall cooperate with PrimeWest Health Care Coordination activities as described in the Provider Manual.
- 3.22. Beneficiary Care Plan Participation.** Provider shall cooperate with and actively participate with PrimeWest Health, County Case Managers, the Beneficiary and/or Beneficiary's family or representative in the development, monitoring and follow through of Care Coordination plans for eligible Beneficiaries who have selected or have been assigned Provider as their primary care provider.
- 3.23. Cooperation with Disease and Utilization Management.** PrimeWest Health shall define and provide disease and utilization management services with regard to all Covered Services delivered to Beneficiaries. PrimeWest Health's disease and utilization management authority under this paragraph applies to Covered Services provided by Provider to Beneficiaries. Provider agrees to cooperate in carrying out disease and utilization management programs, policies, and procedures established by PrimeWest Health and which are based on reasonable industry, community and/or regulatory standards. PrimeWest Health shall furnish to Provider descriptions of current disease and utilization management programs, policies and procedures, which may include review and audit of Provider's utilization activities, and shall notify Provider of any material changes in such documents.
- 3.24. Public Health Goals.** Provider acknowledges that PrimeWest Health, as part of its contract with the Minnesota Department of Human Services, has identified certain public health goals upon which PrimeWest Health will focus its public health activities. PrimeWest Health will coordinate Beneficiary care with Provider and with the relevant social service or public health agency in furtherance of these goals. Provider shall cooperate with and participate in PrimeWest Health initiatives and protocols designed to further these public health goals.
- 3.25. Cooperation with Fraud and Abuse Prevention Plan.** Provider shall cooperate with PrimeWest Health's efforts to prevent, identify, investigate and correct incidences of or suspected incidences of Fraud and Abuse. Provider shall immediately report suspected

Fraud and Abuse in connection with the activities covered by this Agreement to PrimeWest Health or to the appropriate state or federal agency.

- 3.26. Required Communications.** Provider shall make all required communications to Beneficiaries to the extent Provider is so required by state or federal law.
- 3.27. Medical Error Reporting.** Provider is encouraged to report through Leapfrog, a national patient safety initiative, and develop and implement patient safety policies to systematically reduce medical errors. Provider may have policies that include systems for reporting errors, and systems analysis to discover and implement error-reducing technologies. If Provider does not use Leapfrog, Provider must, at a minimum, abide by Minnesota Statute 144.7065.
- 3.28. Disclosure of Transactions.** Upon request of PrimeWest Health, Provider shall provide the following information:
- a. The ownership of any subcontractor with whom the Provider has had business transactions totaling more than twenty-five thousand dollars (\$25,000) during the twelve (12) month period ending on the date of the request; and
 - b. Any significant business transaction between the Provider and any wholly owned supplier, or between the Provider and any subcontractor, during the five (5) year period ending on the date of the request.
- 3.29. Disclosure of Ownership Information.** As part of the credentialing process hereunder and, at any other time, upon request of PrimeWest Health, Provider shall provide the following information:
- a. The name and address of each Person with an Ownership or Control Interest in Provider or in any subcontractor in which Provider has a direct or an indirect ownership of five percent (5%) or more;
 - b. A statement as to whether any Person with an Ownership or Control Interest identified in Section 3 is related to any other Person with an Ownership or Control Interest as spouse, parent, child, or sibling; and
 - c. The names of any other organization in which a Person with an Ownership or Control Interest in Provider also has an Ownership or Control Interest.
- 3.30. Health Care Homes Data Reporting.** Health Care Home Providers and practitioners, as applicable, shall comply with all requirements for reporting data to the Minnesota Department of Human Services and to the Minnesota Department of Health as required pursuant to Minn. Stat. § 256B.0751, and to the extent required by Minnesota Administrative Rules Parts 4764.0010 to 4764.0070.

SECTION 4 OBLIGATIONS OF PRIMEWEST HEALTH

- 4.1. Provision of Administrative Requirements.** PrimeWest Health shall provide Provider a copy of the PrimeWest Health Credentialing Plan and a copy of the Provider Manual upon request of the Provider. The PrimeWest Health Provider Manual and Credentialing Plan can also be accessed via the PrimeWest Health website at www.PrimeWest.org.

- 4.2. Notification of Changes.** PrimeWest Health shall notify Provider in writing of changes or amendments to all policies, procedures, rules and regulations at least forty-five (45) days prior to the effective date of such change. Provider shall be deemed notified of such policies, procedures, rules or regulations, or any amendment thereto, upon receipt of written notice of same when communicated as provided for in Section 10.12 of this Agreement. PrimeWest Health shall not modify its policies and procedures without providing such notice unless otherwise required by regulation, regulatory action or state or federal law.
- 4.3. Administration and Accountability.** PrimeWest Health shall perform, or separately contract for the performance of, all necessary administrative, accounting, enrollment, and other functions including, but not limited to, eligibility determination, claims review, data collection and evaluation.
- 4.4. Provider Grievances.** PrimeWest Health shall maintain a process to resolve grievances by Provider with PrimeWest Health in a timely manner. Such process shall be set forth in the Provider Manual. In connection with such grievances, to the extent that PHI is discussed or made part of the record, or confidential patient records are submitted to PrimeWest Health, PrimeWest Health shall either abstract such information or shall remove the name of the patient such that none of the information or records would allow a third party to identify the patient involved. Notwithstanding anything in PrimeWest Health policies and procedures to the contrary, the internal procedure for resolving such grievance shall be presumed concluded in the event such grievance is not resolved to the parties' satisfaction within forty-five (45) days of the submission of such grievance and shall allow either party to resort to the dispute remedies described in Section 9 of this Agreement.
- 4.5. Benefit Information.** PrimeWest Health shall advise and counsel its Beneficiaries and Provider on the type, scope, and duration of benefits and services to which Beneficiaries are entitled pursuant to the PrimeWest Health Certificate of Coverage.
- 4.6. Disease Management, Utilization Management and Quality Management.** Disease management, utilization management and quality management policies, procedures and programs related to this Agreement and the Beneficiaries Certificate of Coverage are the sole responsibility of PrimeWest Health. PrimeWest Health shall advise Provider of the methods used and underlying information relied upon to develop, implement and manage or monitor utilization and quality on an ongoing basis, and shall allow Provider to participate in the development of disease management, utilization management and quality management programs, ongoing assessment and evaluation.
- 4.7. Service Authorization Decisions.** PrimeWest Health shall publish in the Provider Manual conditions, services and circumstances that require Service Authorization prior to rendering Covered Services to Beneficiaries. Failure to secure a Service Authorization prior to rendering Covered Services subject to conditions, services or circumstances requiring Service Authorization may result in the denial or reduction of payment on Provider claims for such services. PrimeWest Health shall approve or deny requests for service authorization within ten (10) business days after the receipt by PrimeWest Health of all required Service Authorization information, unless the request is related to an Emergency Condition. Requests for Service Authorization relating to an Emergency Condition will be expedited within 72 hours or as expeditiously as the condition warrants.

- 4.8. Service Authorization Decision Appeals.** PrimeWest Health shall grant Provider a right and a mechanism to appeal any Service Authorization decision made by PrimeWest Health. Such appeal shall be coordinated with any related appeal by the Beneficiary. Written notice of appeal for Service Authorization decision appeals related to an Emergency Condition shall be submitted to PrimeWest Health no more than seventy-two (72) hours following the contested decision. For all other decisions, written notice of such appeal shall be given by Provider to PrimeWest Health no more than ninety (90) calendar days following the contested decision. PrimeWest Health shall notify in writing the Beneficiary and Provider of its determination on the appeal within 30 days upon receipt of the notice of appeal. If PrimeWest Health cannot make a determination within 30 days due to circumstances outside the control of PrimeWest Health, PrimeWest Health may take up to 14 additional days to notify the Beneficiary and Provider of its determination. If PrimeWest Health takes any additional days beyond the initial 30-day period to make its determination, it shall inform the Beneficiary and Provider, in advance, of the extension and the reasons for the extension. In any such appeal, a Service Authorization for treatment granted by PrimeWest Health shall be conclusive in determining whether payment for services should be made.

SECTION 5

CLAIMS SUBMISSION AND COMPENSATION

- 5.1. Billing for Covered Services.** Provider Providers shall submit claims for Covered Services rendered to Beneficiaries to PrimeWest Health following policies and procedures described in the Provider Manual. The Provider Manual can be accessed via the PrimeWest Health website at www.PrimeWest.org.
- 5.2. Timely Billing Requirements.** Providers shall ensure claims for Covered Services rendered to Beneficiaries by Providers are correctly submitted to and received by PrimeWest Health no later than one-hundred and eighty (180) days from the date of service, including Third Party Liability crossover claims. Provider shall ensure replacement claims are correctly submitted to and received by PrimeWest Health no later than ninety (90) days from the date of incorrect payment or within one-hundred and eighty (180) days from the date of service, whichever is greater. All claims submitted to PrimeWest Health after one-hundred and eighty (180) days from date of service shall be submitted by Provider on paper with appropriate, dated documentation attached. PrimeWest Health shall review such submitted documentation, but PrimeWest Health reserves the right to deny or reduce payment for Provider claims submitted to and received by PrimeWest Health after one-hundred eighty (180) days from the date of service.
- 5.3. Payment for Covered Services.** Payments made by PrimeWest Health under this Agreement shall be made to Provider submitting claim for Covered Services rendered to Beneficiaries. PrimeWest Health shall pay Provider for Covered Services rendered to Beneficiaries in accordance with the terms of the Beneficiary's Certificate of Coverage and with the terms of this Agreement.
- 5.4. Prompt Payment.** PrimeWest Health shall remit to the billing Provider the compensation within thirty (30) days of its receipt of the submission of a Clean Claim by Provider sufficient in detail that PrimeWest Health is able to reasonably determine the amount to be paid. In accordance with federal and state laws, Provider may charge interest on the amount owing if payment is not remitted within 30 days on Clean Claims. If additional

information is needed by PrimeWest Health to evaluate or validate any Claim for payment to Provider, PrimeWest Health shall request any additional information in writing within ten (10) days of receipt of the Claim. Provider shall provide requested additional information to PrimeWest Health within ten (10) days of receipt of the written request for additional information from PrimeWest Health. PrimeWest Health shall affirm and pay any valid Claims within thirty (30) days of receipt of such additional information or Provider may charge PrimeWest Health interest on the outstanding amount owed by PrimeWest Health, in accordance with federal and state laws. All payments to Provider will be considered final unless adjustments are requested in writing by Provider within ninety days (90) after receipt of payment explanation from PrimeWest Health.

5.5. PrimeWest Health Payment as Payment in Full. Provider shall accept as full payment for the provision of Covered Services rendered to Beneficiaries by Provider pursuant to Appendix A of this Agreement. Provider shall be solely responsible for compensating any of Provider's associated practitioners for Covered Services rendered to Beneficiaries, regardless of whether payments made to Provider by PrimeWest Health for such Covered Services are sufficient to reimburse Provider for payments made to Provider's associated practitioners.

5.6. Beneficiary Protection. Provider agrees not to bill, charge, collect a deposit from, seek remuneration from, or have any recourse against a Beneficiary or persons acting on their behalf for services provided under this Agreement. This provision applies to but is not limited to the following events:

- a. Nonpayment by PrimeWest Health; or
- b. Breach of this Agreement.

This provision shall not prohibit collection of copayments, coinsurance, or deductibles made in accordance with the terms of Certificate of Coverage. This provision does not prohibit the Provider from collecting fees for Non-Covered Services, provided Provider had specifically set forth such fees in detail to the Beneficiary and the Beneficiary had agreed to pay for these services in writing prior to the delivery of these services. A general statement regarding financial responsibility signed by a Beneficiary prior to or during the delivery of any service shall not be used for the purpose of this notice. This provision survives the termination of this Agreement for Covered Services provided before this Agreement terminates, regardless of the reason for termination. This provision is for the benefit and protection of Beneficiaries. This provision does not apply to services provided after this Agreement terminates. This provision supersedes any contrary oral or written agreement existing now or entered into in the future between Provider and the Beneficiary or persons acting on their behalf regarding liability for payment for services provided under this Agreement. For purposes of this provision, nonpayment by PrimeWest Health shall include nonpayment by PrimeWest Health in the event of its insolvency. Provider agrees that in the event of PrimeWest Health's insolvency, Provider shall continue to provide Covered Services to those Beneficiaries who are confined in an inpatient facility until discharged.

5.7. Third Party Liability and Coordination of Benefits.

- a. **Third Party Liability.** Provider shall bill liable Third Party Payers (including Veteran's Benefits) and receive payment to the fullest extent before billing PrimeWest Health. When final payment from a Third Party Payer is for partial payment of the charges for Covered Services, Provider may submit claims to PrimeWest Health pursuant to Sections 5.1 and 5.2, and Provider shall indicate payments from any third party payers on any claims submitted to PrimeWest Health, including those payments for coinsurance or copay, according to policies and procedures contained in the Provider Manual. Provider understands that private accident and health care coverage, including HMO coverage held by or on behalf of the Beneficiary, is considered primary and must be used according to the rules of the specific plan. Provider acknowledges and accepts that a Beneficiary with more than one level of private benefits must receive care at the highest level available. Provider acknowledges and accepts that PrimeWest Health shall not pay for services that could have been covered by the private payer if the applicable rules of that private plan had been followed. Provider shall fully conduct Cost Avoidance Procedures before billing PrimeWest Health for Covered Services rendered by Provider.
- b. **Coordination of Benefits.** Provider acknowledges that PrimeWest Health pursuant to federal laws and Minnesota Statutes is authorized by the State of Minnesota to obtain third party reimbursement by any lawful means including asserting subrogation interest, filing liens, asserting independent claims, and to coordinate benefits, for Beneficiaries. When Beneficiaries are covered, either fully or partially, for Covered Services under any other contractual or legal entitlement, including, but not limited to, a private group or indemnification program, PrimeWest Health shall conduct Coordination of Benefits in accordance with Minnesota Statutes and Minnesota Administrative Rules. Provider shall cooperate with PrimeWest Health in Coordination of Benefits efforts and Post-Payment Recovery with such other benefit plan or payer. Provider shall make a good faith effort to secure information on sources of third party coverage available to any Beneficiary to whom Provider provides Covered Services, and shall promptly communicate such information to PrimeWest Health.

5.8. Payment after Coordination of Benefits. The order and extent of reimbursement payment from PrimeWest Health shall be determined in accordance with the terms of the Beneficiary's Certificate of Coverage and this Section. If PrimeWest Health has primary financial responsibility for Covered Services, PrimeWest Health shall reimburse Provider an amount determined in accordance with the payment terms of this Agreement. If PrimeWest Health has secondary financial responsibility for Covered Services, PrimeWest Health shall reimburse Provider, after receipt by Provider of reimbursement from the primary payer, the lesser of:

- a. The difference between the PrimeWest Health maximum reimbursement amount for the Covered Service pursuant to Appendix A of this Agreement and the amount paid by all liable Third Party Payers;
- b. The difference between the provider submitted charge(s) and the amount paid by all liable Third Party Payers; or
- c. The total patient liability after Provider has accepted a reduced payment under an agreement with the insurer.

- 5.9. Corrective Adjustment.** PrimeWest Health shall have the right to make corrective adjustments to any previous payment for a claim for Covered Services; provided, however, that any corrections by PrimeWest Health shall be made: (1) within twelve (12) months from the date the claim for such Covered Services was paid or denied by PrimeWest Health; or (2) as part of an annual reconciliation procedure or an audit of Provider's claims by PrimeWest Health. No corrective adjustments shall be made by PrimeWest Health after the timeline set forth in this paragraph. For purposes of this Section, corrective adjustments shall not include: (1) payments subject to Coordination of Benefits recovery; (2) payments subject to subrogation recovery; (3) payments of duplicate claims; (4) claims that are adjusted based on retroactive terminations; and (5) cases of Fraud and/or Abuse. PrimeWest Health may make such adjustments at any time and shall not be subject to the time frame set forth in this paragraph.

SECTION 6 INSURANCE AND INDEMNIFICATION

- 6.1. Liability Insurance.** Provider shall ensure that Provider and each health care professional employed by or under contract with Provider procures and maintains general and professional liability insurance, consistent with industry standards relevant to the Covered Services provided by the Provider under this Agreement. Upon request by PrimeWest Health, Provider shall provide evidence of such insurance coverage. Provider shall notify PrimeWest Health within thirty (30) days of any of the following events related to such insurance coverage:
- a. changes in carriers,
 - b. material changes in coverage terms,
 - c. notification of the assertion of any claim against the Provider, including claims for which Provider agrees to an out-of-court settlement, that;
 - i. when aggregated with other claims, would reach 75% of the Provider's aggregate insurance limit, or
 - ii. individually would reach 50% of the Provider's occurrence limit;
 - d. denials of, restrictions on, termination of, or other material changes in such insurance.
- 6.2. Provider Hold Harmless and Indemnification.** Provider shall indemnify and hold PrimeWest Health harmless against any and all claims, liabilities, costs, damages, or judgments asserted against, imposed upon or incurred by PrimeWest Health that arise out of the acts or omissions of, including the malpractice, negligence or breach of this Agreement by Provider and their practitioners or any of their employees, agents or representatives. In connection with any medical malpractice-related claim asserted against Provider, or any of Provider's practitioners, Provider shall not, and shall cause each of Provider's practitioners not to, pursue claims against PrimeWest Health for contribution or indemnity.

- 6.3. PrimeWest Health Hold Harmless and Indemnification.** PrimeWest Health shall indemnify and hold Provider harmless against any and all claims, liabilities, costs, damages or judgments asserted against, imposed upon or incurred by Provider that arise out of the acts or omissions of, including the negligence or breach of this Agreement by, PrimeWest Health or PrimeWest Health's employees, agents or representatives, subject to applicable limitations in Minnesota Statutes Chapter 466, or similar law, provided however, that no person shall be deemed to be an employee, agent or representative of PrimeWest Health because of his or her status as a participating provider.

SECTION 7 RECORDS AND CONFIDENTIALITY

- 7.1. Consumer Data.** PrimeWest Health shall be permitted to prepare and disclose to a third party a report of Provider's quality, outcomes and patient satisfaction data. For purposes of this section, Provider data shall be limited to: (a) utilization data of Provider in the aggregate; (b) HEDIS data production and performance evaluation; (c) Beneficiary satisfaction data; (d) overall compliance with NCQA or other comparable quality standards; and (e) data required for compliance with applicable state and federal requirements, provided, however, that Provider data shall not include any information that identifies an individual Beneficiary or that is privileged or confidential under applicable peer review or patient confidentiality laws. At least thirty (30) days prior to providing Provider-specific data to a third party, PrimeWest Health shall provide such Provider data to Provider so that Provider may confirm the accuracy, completeness or validity of the data and/or prepare a written response to such data to the extent Provider deems appropriate. To the extent Provider believes that all or any portion of the Health Provider-specific data is inaccurate or incomplete, Provider and PrimeWest Health shall negotiate in good faith to correct such inaccuracies or to make such data complete prior to its submission to the third party. If such inaccuracies or deficiencies are not corrected to the satisfaction of Provider, PrimeWest Health shall submit, at the time the data is provided to the third party, any written response to such data prepared by Provider.
- 7.2. Access to Facilities and Records by State and Federal Government.** The state and federal government and any of their authorized representatives, including but not limited to DHHS, GAO, Comptroller General, DHS and MDH, shall have the right, in accordance with state and federal laws and regulations, to audit, evaluate or inspect any books, contracts, medical records, patient care documentation and other records of PrimeWest Health, Provider, related entity, contractor, subcontractor, or transferee pertinent to and involving services, transactions, other applicable activities, or as the Secretary of DHHS may deem necessary, related to this Agreement. Both parties shall make available, for the purposes specified in this section, its premises, physical facilities and equipment, records relating to Beneficiaries provided for under this Agreement, and any additional relevant information that CMS, DHS or MDH may require. DHHS, GAO, Comptroller General, DHS and MDH or their designees shall have the right to inspect, evaluate, and audit for a period of ten (10) years from the final date of the Agreement period or completion of a CMS audit, whichever is less unless:
- a. CMS determines there is a special need to retain a particular record or group of records for a longer period of time and notifies PrimeWest Health or Provider at least thirty (30) days before the normal disposition date;

- b. There has been a termination, dispute, Fraud or Abuse or similar fault by either party, in which case the retention may be extended ten (10) years from the date of any resulting final resolution of the termination, dispute, or fraud or similar fault; or
- c. CMS determines that there is a reasonable possibility of Fraud or Abuse, in which case, CMS may inspect, evaluate, and audit PrimeWest Health or Provider at any time.

7.3. Access to and Release of Books and Records by Provider and PrimeWest Health.

During the term of this Agreement and for ten (10) years following termination of this Agreement, notwithstanding Section 7.2, each party, during normal business hours and upon reasonable notice, shall have access to and the right to examine records or copies of records of the other which relate to any Covered Services or payments provided under this Agreement to the extent permitted by applicable law and without further authorization by any Beneficiary. Upon written request of PrimeWest Health or Provider, such access shall be extended beyond normal business hours with respect to any records that are identified in such written request as the actual or potential subject of an investigation or litigation. Provider shall provide records or copies of records requested by PrimeWest Health within fourteen (14) days from the date such request is made or sooner if necessary to comply with laws related to the resolution of Beneficiary complaints. This Section shall not be construed to provide PrimeWest Health with access to information related solely to the overall financial operations of Provider.

7.4. Confidentiality and Beneficiary Record Accuracy. All medical records and other PHI of Beneficiaries created or maintained by or in possession of PrimeWest Health, Provider shall be maintained in an accurate and confidential manner in accordance with applicable state and federal laws, including but not limited to HIPAA. All medical records shall belong to Provider consistent with the dictates of medical ethics. The release, removal or transfer of such records shall be governed by the Provider's established policies and procedures, which shall be established and maintained in accordance with applicable state and federal laws, including but not limited to HIPAA. Prior to the release of copies of any medical records or PHI, Provider shall obtain from the subject Beneficiary (or Beneficiary's legal representative) a written consent or release when applicable under state and federal law and present to PrimeWest Health an effective written consent or release that satisfies ethical constraints and applicable laws. In handling medical records and other PHI, PrimeWest Health shall comply with all applicable state and federal laws, including but not limited to HIPAA. PrimeWest Health agrees it shall not release such information to other parties without written consent of the Beneficiary when required under applicable federal or state laws.

SECTION 8 TERM AND TERMINATION

8.1. Term. The initial term of this Agreement shall commence on the Effective Date of this Agreement, and shall continue through one year from the Effective Date. Unless otherwise terminated pursuant to Section 8.2, this Agreement shall automatically renew on the annual

anniversary of the Effective Date of this Agreement and on each one-year anniversary of such date for additional terms of one year.

8.2. Termination. This Agreement may be terminated as follows:

- a. **For Cause.** Either party may terminate this Agreement if the other party defaults on this Agreement, and the non-defaulting party notifies the defaulting party of the specific nature of the default. Defaults include any failure to keep, observe or perform any covenant, term or provision of this Agreement or failure to comply with state or federal laws and regulations affecting or relating to this Agreement. If the defaulting party fails to cure such default within thirty (30) days after such notice is given, the non-defaulting party may terminate this Agreement upon five (5) days' notice; provided however, that if such breach occurs pursuant to the PrimeWest Health Credentialing Plan, the time periods set forth therein, including any opportunity to cure such breach shall govern.
- b. **Immediate Termination.** PrimeWest Health may terminate this Agreement immediately upon the occurrence of any of the following: (1) Provider fails to provide satisfactory evidence of or fails to maintain any license or certification required to provide Covered Services; (2) Provider fails to provide satisfactory evidence of or fails to maintain any insurance required by this Agreement; or (3) Provider commits or fails to commit an act which is determined by PrimeWest to be detrimental to the Beneficiary or to the reputation, operation or activities of PrimeWest Health.
- c. **Medicare and Medicaid Participation Termination.** Provider's termination from participation in Medicare or Medicaid, whether terminated by Provider, CMS, or DHS, shall cause termination of this Agreement effective on the date Provider's participation from Medicare or Medicaid was terminated. A Provider's associated practitioner's termination from participation in Medicare or Medicaid, whether terminated by Provider, CMS, or DHS, shall terminate only that practitioner's participation in this Agreement effective on the date practitioner's participation from Medicare or Medicaid was terminated.
- d. **Termination without Cause.** This Agreement, or participation in any provider network addendum attached thereto, may be terminated without cause by either party, after the Initial Term, with at least one hundred and eighty (180) days' advance written notice to the other party. This option may be exercised by either party for any reason and does not require either party to establish or prove that there is cause for the termination or to disclose the basis of its decision to the other party. Both parties agree to accept the other's decision on termination as final, without recourse to further external, internal, judicial, or arbitral process. In the event of a termination, the parties shall have no right to claim and do hereby waive and release any claim for damages that may result from or arise out of that termination, other than any claim that the parties may have for Covered Services rendered to Members prior to the effective date of the termination.
- e. **Termination by CMS.** In the event the Medicare contract between CMS and PrimeWest Health is terminated or nonrenewed, the contract between the STATE and PrimeWest Health shall be terminated unless CMS and the STATE agree to the

contrary. Such termination shall be carried out in accordance with the termination requirement stated in 42 CFR 422.506 and 422.512.

- 8.3. Continued Provision of Covered Services.** If termination of this Agreement or of the status of any Provider's practitioner is not immediate upon provision of notice of such termination, during the period after notice of termination and before the effective date of such termination, the Provider or such practitioner, shall remain subject to this Agreement to assure that Covered Services are available and provided to Beneficiaries in a manner consistent with (a) the obligations of PrimeWest Health under its Certificate of Coverage with its Beneficiaries or under any state or federal law or regulation, or, (b) other standards for provision and availability of Covered Services established by PrimeWest Health and published in the Provider Manual. In the case of Voluntary Termination, Provider may be required to provide services for up to 120 days in certain conditions in compliance with Minnesota Statutes 62Q.56.
- 8.4. Effect of Termination.** As of the date of termination of this Agreement, this Agreement shall be of no further force and effect, and each of the parties hereto shall be discharged from all rights, duties, and obligations under this Agreement, except that PrimeWest Health shall remain liable for Covered Services eligible for coverage under the Beneficiary's Certificate of Coverage then being rendered by Provider to Beneficiaries who retain eligibility under PrimeWest Health or by operation of law until the episode of illness then being treated is completed and the obligation of PrimeWest Health to pay for Covered Services rendered pursuant to this Agreement is discharged. Payment for such services shall be made pursuant to Section 5 and Appendix A of this Agreement.
- 8.5. Cooperation after Termination.** Provider agrees to cooperate with all necessary transition processes involved in reassigning Beneficiaries to new providers and in facilitating and ensuring uninterrupted care for Beneficiaries.
- 8.6. Review of Termination Communications.** PrimeWest Health and Provider shall have the right to review, upon request, any written communication proposed to be delivered by the other party to Beneficiaries or other PrimeWest Health Participating Providers regarding termination prior to distribution of such communication.

SECTION 9 DISPUTE RESOLUTION

- 9.1. Arbitration.** If either party wishes to pursue an alleged claim against the other party, such party shall, in lieu of litigation, (a) provide written notice to the other party of its intent to submit the alleged claim to arbitration, and (b) submit the matter to binding arbitration in accordance with the under the Commercial Rules of the American Arbitration Association, provided, however, that no such arbitration proceeding shall limit the ability of either party to terminate this Agreement pursuant to the procedures described in Section 8 of this Agreement. In no event may a party initiate arbitration more than one (1) year after provision of written notice of its intent to submit the alleged claim to arbitration. Any arbitration proceeding under this Agreement shall be conducted in Douglas County, State of Minnesota. It is agreed that the arbitrator shall be bound by applicable state and federal law and that the arbitrator 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 which 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 Provider and Plan. Each party shall be responsible for its own attorneys' fees. In the event of a breach of this Agreement, the non-breaching party shall be entitled to injunctive relief in addition to all other applicable remedies.

- 9.2. Arbitrator Selection and Authority.** The arbitrator shall be chosen from the AAA's roster of qualified neutral arbitrators with knowledge of health care and health insurance related matters. PrimeWest Health and Provider shall each identify three (3) acceptable neutral arbitrators. Starting with the Provider, the parties shall alternate in striking one (1) name from the other party's list of arbitrators, and the last name remaining shall serve as the arbitrator. The arbitrator shall have no authority to award any punitive or exemplary damages, or to vary or ignore the terms of this Agreement, and shall be bound by controlling law.
- 9.3. Dispute Resolution prior to Arbitration.** Prior to initiating arbitration, PrimeWest Health and Provider shall have fully exhausted any remedies and procedures available to the parties under policies and procedures contained in the Provider Manual or PrimeWest Health Credentialing Plan.

SECTION 10 ADDITIONAL PROVISIONS

- 10.1. Regulatory Compliance.** PrimeWest Health and Provider shall comply with all Medicare and Medicaid laws, regulations, and CMS instructions, as well as all state laws and regulations deemed related to this Agreement by the applicable Minnesota state and federal regulatory agencies.
- 10.2. Governing Law.** This Agreement shall be governed by and construed in accordance with the applicable federal laws and regulations and the laws of the State of Minnesota.
- 10.3. Agreement as Confidential.** Provider and PrimeWest Health shall treat the terms of this Agreement as confidential information and shall not disclose the terms of this Agreement to any third party; provided, however, that PrimeWest Health shall have the right to file the form of this Agreement with any state or federal regulatory entity as maybe required by applicable law and may disclose general reimbursement methodology to its members as required by the State and/or Federal governments.
- 10.4. Non-Exclusivity.** Provider and PrimeWest Health understand and agree that nothing contained in this Agreement shall be construed to create an exclusive relationship between the parties, and furthermore, it shall not be construed to obligate PrimeWest Health to refer Beneficiaries to Provider.
- 10.5. Additional Rights of PrimeWest Health.** In addition to the right to adjust claims payments set forth herein, PrimeWest Health may exercise a right of offset against any payments made pursuant to this Agreement.

- 10.6. Relationship between Provider and Beneficiaries.** The relationship between Provider and any Beneficiary is that of health care provider and patient.
- 10.7. Relationship between PrimeWest Health and Provider.** The relationship between PrimeWest Health and Provider is solely that of independent contractors. Nothing in this Agreement or otherwise shall be construed, implied, or deemed to create any other relationship between the parties, including one of employment, agency, joint venture, association, partnership, or any other form of separate legal entity or organization. Neither party to this Agreement will have an express or implied right of authority to assume or create any obligation or responsibility on behalf of or in the name of the other party. The rendering of all services and the operation and maintenance of all the offices, facilities, and equipment of Provider solely and exclusively shall be under the control and supervision of Provider. PrimeWest Health shall neither control nor be responsible for the medical opinions or treatment rendered by Provider.
- 10.8. Non-disparagement.** Neither party shall verbally or in writing knowingly discredit, harm the reputation of or in any way disparage the other party.
- 10.9. Amendment.** This Agreement may be amended as follows:
- a. **By Mutual Amendment.** The parties may mutually agree to amend this Agreement effective according to the terms of the amendment.
 - b. **By Regulatory Requirement and/or Rates.** An amendment to (a) this Agreement required by any state or federal regulatory entity is effective as of the date required by such regulatory entity, (b) an amendment that has the effect of modifying rates, is effective upon 45 days notice provided that all other applicable federal and state requirements have been met. Unless required by the State or federal regulatory entity, the Provider's signature is not required for regulatory amendments or amendments that modify rates provided that all other applicable notice requirements have been met.
- 10.10. Assignment.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and assigns. PrimeWest Health may not assign this Agreement without Provider's prior written consent, except that PrimeWest Health may assign this Agreement to an entity related to PrimeWest Health by ownership or control or to any successor organization without Provider's prior written consent. Provider may not assign this Agreement without PrimeWest Health's prior written consent. For purposes of this Section 10.10, "assignment" shall include a change in ownership or control of Provider.
- 10.11. No Waiver of Rights.** The failure of any party to insist upon the strict observation or performance of any provision of this Agreement or to exercise any right or remedy shall not impair or waive any such right or remedy.

10.12. Notices. All notices required under this Agreement shall be in writing, signed by the party giving notice, and shall be deemed effectively given when personally delivered or sent by fax with a copy sent by overnight courier, addressed as follows:

Notices to PrimeWest Health: PrimeWest Health
Attention: Director of Provider Network
Administration
3905 Dakota Street
Alexandria, MN 56308

Notices to System: County of Kanabec
Attention: Chuck Hurd
905 Forest Avenue East
Mora, MN 55051

or to such other address, and to the attention of such other person or officer as either party may designate in writing.

10.13. Severability. In the event any portion of this Agreement is found to be void, illegal or unenforceable, the validity or enforceability of any other portion shall not be affected.

10.14. Third-Party Rights. This Agreement is entered into by and between the parties hereto and for their benefit. There is no intent by either party to create or establish a third-party beneficiary status or rights in a third party to this Agreement, except for Beneficiaries or as such rights are expressly created and as set forth in this Agreement. Except for such parties, no such third party shall have any right to enforce or any right to enjoy any benefit created or established under this Agreement.

10.15. Entire Agreement. This Agreement as it may be hereafter amended pursuant to Section 10.9 and any Appendices and Exhibits, the Provider Manual and PrimeWest Health Credentialing Plan as may be modified from time to time by PrimeWest Health, and the application for participation of Provider and each of Provider's practitioners, constitute the entire agreement between the parties regarding the subject matter contained herein and supersedes any prior agreements, promises, negotiation or representations, either oral or written, relating to the subject matter of this Agreement and, except as provided for herein, may not be modified without the express written approval of both parties. To the extent the terms of this Agreement conflict with the requirements set forth in the Provider Manual and the PrimeWest Health Credentialing Plan, this Agreement shall control.

10.16. Notification of Legal Matters. If any action is instituted against either party relating to this Agreement or any services provided hereunder, or in the event such party becomes aware of facts or circumstances which indicate a reasonable possibility of litigation involving Provider, any Beneficiary, or any other third person or entity, relevant to the rights, obligations or responsibilities or duties of the other party under this Agreement, such party shall provide timely notice to the other, and the other party shall cooperate with the first party in connection with the defense of any such action by furnishing such material or information as is in the possession and control of the other party relevant to such action.

10.17. Additional Assurances. The provisions of this Agreement shall be self-operative and shall require no further agreement by the parties except as may be specifically provided in this

Agreement. However, at the request of either party, the other party shall execute such additional instruments and take such additional acts as may be reasonably requested in order to effectuate this Agreement and remain in compliance with applicable state and federal laws and regulations.

- 10.18. Force Majeure.** Neither party shall be liable for nor deemed to be in default for any delay or failure to perform under this Agreement deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, failure of transportation, strikes or other work interruptions by either party's employees or any other cause beyond the reasonable control of either party.
- 10.19. Review of Performance under Agreement.** During the term of this Agreement, PrimeWest Health and Provider shall confer periodically to review the performance of Provider and PrimeWest Health under this Agreement.
- 10.20. Survival.** Notwithstanding any provisions contained herein to the contrary, the obligations of the parties under Sections 5, 6.2, 6.3, 7, 8.3, 8.4, 8.5 and 10.8 of this Agreement shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names by the undersigned officers, the same being duly authorized to do so.

COUNTY OF KANABEC

Signature: _____

Date: _____

Printed Name: Chuck Hurd

Title: _____

PRIMEWEST HEALTH

Signature: _____

Date: _____

Printed Name: James A. Przybilla

Title: CEO

**APPENDIX A
PRIMEWEST HEALTH
PROVIDER PARTICIPATION AGREEMENT
FEE SCHEDULE**

This Appendix A establishes reimbursement rates for both DHS and Medicare Covered Services. The reimbursement rates set forth in Sections 1 and 2 below shall apply to Provider, depending on whether Provider has entered into a Participation Agreement with PrimeWest Health to provide DHS Covered Services, Medicare Covered Services, or both DHS and Medicare Covered Services.

1. DHS Covered Services

PrimeWest Health shall reimburse Provider based on the payment rates and methods as used by the Minnesota Department of Human Services (DHS) to determine fee-for-service reimbursement for the same or comparable services. DHS payment rates and methods may include published fee schedules, adjustments to fee schedules based on legislative or administrative action, and other adjustments. Different payment rates and methods based on regulatory requirements may apply to different dates of service, beneficiary enrollment categories, service locations or settings, provider credentials or specialties, and other factors.

The following additional terms and conditions shall apply:

- A. Except to the extent otherwise provided in paragraphs C and D, PrimeWest Health shall reimburse Provider at 100% of the applicable DHS payment rates as determined by applicable DHS methods.
- B. The DHS payment rates and methods in effect on the date of service shall apply. In the event the State of Minnesota makes retroactive adjustments to the DHS payment rates and methods, such adjustments may be applied at the sole discretion of PrimeWest Health.
- C. PrimeWest Health shall reimburse Provider according to the specific rates identified in Exhibits A1, which are attached hereto and made a part hereof. Unless a specific rate is set forth in Exhibit A1, the provisions of this Appendix A shall control.
- D. Critical Access Hospital (CAH): For acute inpatient, swing bed, and outpatient facility services provided by federally designated CAH facilities, different payment terms shall apply. Except as provided in Exhibits A1, PrimeWest Health shall reimburse Provider for CAH services at the current CMS interim rates at the time the service was provided. The following terms and conditions shall also apply to acute inpatient, swing bed and outpatient services provided by federally designated CAH facilities:
 - 1) Services provided in distinct psychiatric and rehabilitation units of a CAH facility, as established under the Medicare Modernization Act (MMA) of 2003, PL 108-173; will be reimbursed under the inpatient payment methodology that would apply if the unit was established in an acute care (non-CAH) hospital paid under the hospital inpatient Prospective Payment System (PPS), based on the type of unit.

- 2) Provider shall inform PrimeWest Health of any change in CMS interim CAH rates no later than seven (7) days prior to the new rate's effective date. Provider's failure to inform PrimeWest Health of a rate change will result in PrimeWest Health continuing to implement the current rates PrimeWest Health has on record for Provider until up to fifteen (15) days after the revised rates are received, and PrimeWest shall not be required to retroactively re-process claims.
 - 3) PrimeWest Health will contact Provider on a quarterly basis for verification of Provider's current CMS interim CAH rates. Provider shall provide its current CMS interim rates within two (2) weeks of receiving the request from PrimeWest Health.
 - 4) PrimeWest Health may retroactively re-process CAH claims in cases where it is determined that a rate decrease has occurred pursuant to a CMS interim letter, but Provider did not inform PrimeWest Health.
 - 5) Swing Beds: If PrimeWest Health determines that there was a Skilled Nursing Facility (SNF) bed available for like services for the beneficiary within 25 miles of the Provider's CAH facility, at the time of a Swing Bed claim, PrimeWest Health will reimburse Provider at the lesser of the Swing Bed rate or the SNF rate. The SNF rate used will be a single default rate calculated on an annual basis using the highest weighted average regional Resource Utilization Group ("RUG"). The determination of an available SNF bed will be made by PrimeWest Health in conjunction with Provider's request for prior authorization, and will be communicated to Provider as part of PrimeWest Health's utilization review process.
- E. If changes are made to DHS payment rates and methods that specify a different effective date for managed care plans than DHS fee-for-service, the managed care plan effective date shall apply.
 - F. Adjustments to DHS payment rates and methods for which DHS does not make corresponding adjustments to managed care plan premiums may be applied at the discretion of PrimeWest Health.
 - G. Adjustments to managed care plan premiums for specific services for which DHS does not make corresponding adjustments to DHS payment rates and methods may be applied as service rate adjustments at the discretion of PrimeWest Health.
 - H. For services where the DHS methodology to determine payment rates is not specified or cannot be reasonably replicated or applied, PrimeWest Health shall reimburse Provider in accordance with PrimeWest Health default pricing policy, which shall be provided to Provider.

2. Medicare Covered Services

PrimeWest Health shall reimburse Provider based on the payment rates and methods as used by the U.S. Centers for Medicare and Medicaid Services (CMS) to determine fee-for-

service reimbursement for the same or comparable services. CMS payment rates and methods may include published fee schedules, adjustments to fee schedules based on legislative or administrative action, and other adjustments. Different payment rates and methods based on regulatory requirements may apply to different dates of service, beneficiary enrollment categories, service locations or settings, provider credentials or specialties, and other factors.

The following additional terms and conditions shall apply:

- A. Except to the extent otherwise provided in paragraph C and D, PrimeWest Health shall reimburse Provider at 100% of the applicable CMS payment rates as determined by applicable CMS methods.
- B. The CMS payment rates and methods in effect on the date of service shall apply. In the event there are retroactive adjustments to the CMS payment rates and methods, such adjustments may be applied at the sole discretion of PrimeWest Health.
- C. PrimeWest Health shall reimburse Provider according to the specific rates identified in Exhibit A1, which are attached hereto and made a part hereof. Unless a specific rate is set forth in Exhibit A1, the provisions of this Appendix A shall control.
- D. Critical Access Hospital (CAH): For acute inpatient, swing bed, and outpatient facility services provided by federally designated CAH facilities, different payment terms shall apply. Except as provided in Exhibits A1, PrimeWest Health shall reimburse Provider for CAH services at the current CMS interim rates at the time the service was provided. The following terms and conditions shall also apply to acute inpatient, swing bed and outpatient services provided by federally designated CAH facilities:
 - 1) Services provided in distinct psychiatric and rehabilitation units of a CAH facility, as established under the Medicare Modernization Act (MMA) of 2003, PL 108-173; will be reimbursed under the inpatient payment methodology that would apply if the unit was established in an acute care (non-CAH) hospital paid under the hospital inpatient Prospective Payment System (PPS), based on the type of unit.
 - 2) Provider shall inform PrimeWest Health of any change in CMS interim CAH rates no later than seven (7) days prior to the new rate's effective date. Provider's failure to inform PrimeWest Health of a rate change will result in PrimeWest Health continuing to implement the current rates PrimeWest Health has on record for the Provider until up to fifteen (15) days after the revised rates are received, and PrimeWest shall not be required to retroactively re-process claims.
 - 3) PrimeWest Health will contact Provider on a quarterly basis for verification of Provider's current CMS interim CAH rates. Provider shall provide its current CMS interim rates within two (2) weeks of receiving the request from PrimeWest Health.
 - 4) PrimeWest Health may retroactively re-process CAH claims in cases where it is determined that a rate decrease has occurred pursuant to a CMS interim letter, but Provider did not inform PrimeWest Health.
 - 5) Swing Beds: If PrimeWest Health determines that there was a Skilled Nursing Facility (SNF) bed available for like services for the beneficiary within 25 miles of the Provider's CAH facility, at the time of a Swing Bed claim, PrimeWest Health will reimburse Provider at the lesser of the Swing Bed rate or the SNF rate. The SNF rate used will be a single default rate calculated on an annual basis using the highest weighted average regional RUG. The determination of an available SNF bed will be made by PrimeWest Health in conjunction with Provider's request for prior authorization, and will be communicated to Provider as part of PrimeWest

Health's utilization review process.

- E. If changes are made to CMS payment rates and methods that specify a different effective date for managed care plans than CMS fee-for-service, the managed care plan effective date shall apply.
- F. Adjustments to CMS payment rates and methods for which CMS does not make corresponding adjustments to managed care plan premiums may be applied at the discretion of PrimeWest Health.
- G. Adjustments to managed care plan premiums for specific services for which CMS does not make corresponding adjustments to CMS payment rates and methods may be applied as service rate adjustments at the discretion of PrimeWest Health.
- H. For services where the CMS methodology to determine payment rates is not specified or cannot be reasonably replicated or applied, PrimeWest Health shall reimburse Provider based on an alternative, comparable methodology.

**EXHIBIT A1
PRIMEWEST HEALTH
PROVIDER PARTICIPATION AGREEMENT
FEE SCHEDULE**

PrimeWest shall reimburse Provider based on the following exceptions for locations listed in Exhibit C1:

1. DHS Covered Services

- A. PrimeWest Health shall reimburse Provider at 100% of the applicable DHS payment rates as determined by applicable DHS methods.

2. Medicare Covered Services

- A. PrimeWest Health shall reimburse Provider at 100% of the applicable CMS payment rates as determined by applicable CMS methods.

**APPENDIX B
PRIMEWEST HEALTH
PROVIDER PARTICIPATION AGREEMENT**

COVERED SERVICES

This Appendix B is intentionally omitted.
Refer to Definition Section 1 “Covered Services”.

**APPENDIX C
PRIMEWEST HEALTH
PROVIDER PARTICIPATION AGREEMENT**

**NAME AND LOCATION OF PROVIDERS PARTICIPATING
UNDER THIS AGREEMENT**

The Provider participating in this Agreement are identified on Exhibits C1, which are attached hereto and made a part hereof. In the event Provider and PrimeWest Health agree to add new to the Agreement, such new will be added to this Appendix C, or to the appropriate Exhibit to this Appendix C. For the avoidance of doubt, any new added to the Agreement that is not added to a specific Exhibit to this Appendix C shall be identified below, and such new 's reimbursement shall be governed by Appendix A.

Provider Legal Name: Tax ID#	Location (Street, City, State, Zip)	NPI #

**EXHIBIT C1
PRIMEWEST HEALTH
PROVIDER PARTICIPATION AGREEMENT**

**NAME AND LOCATION OF PROVIDERS PARTICIPATING UNDER THIS
AGREEMENT**

Provider(s) Name: County of Kanabec Tax ID# 41-6005815	Location (Street, City, State, Zip)	NPI #
Kanabec County Family Services	905 Forest Avenue East Mora, MN 55051	1396819108

**APPENDIX D
PRIMEWEST HEALTH
PARTICIPATION AGREEMENT**

**NAME AND LOCATION OF HEALTH CARE HOMES PARTICIPATING
UNDER THIS AGREEMENT**

Health Care Home Legal Name: Tax ID#	Location (Street, City, State, Zip)	NPI #

Resolution #FS – 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

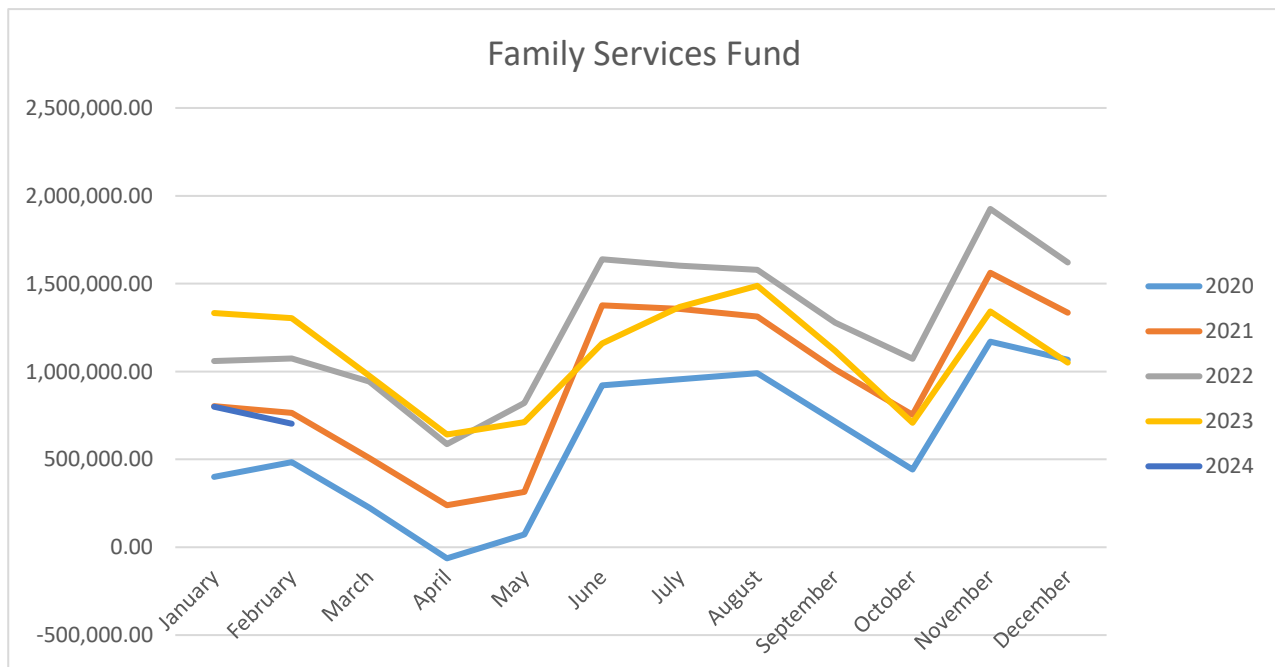
WHEREAS the client is located in a County served by PrimeWest, Rural MN Health Care Access Initiative (PrimeWest), and

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.

	2020	2021	2022	2023	2024
January	401,131.39	802,602.99	1,060,669.83	1,332,846.30	799,813.22
February	483,781.08	764,375.81	1,074,400.99	1,303,079.82	703,104.94
March	225,078.17	507,711.89	942,838.71	976,432.91	
April	-63,141.11	239,129.82	586,755.76	641,596.45	
May	73,382.15	313,993.85	820,322.23	711,400.40	
June	920,867.09	1,376,518.14	1,638,762.92	1,159,594.67	
July	955,700.06	1,355,779.92	1,603,064.80	1,366,971.18	
August	990,235.56	1,312,346.82	1,578,429.94	1,487,944.78	
September	716,408.79	1,012,985.41	1,277,604.14	1,118,266.82	
October	443,084.51	753,774.16	1,072,396.60	707,480.12	
November	1,170,024.75	1,562,104.61	1,925,516.68	1,342,363.76	
December	1,067,709.00	1,335,030.43	1,620,823.12	1,051,493.18	
Totals	7,384,261.44	11,336,353.85	15,201,585.72	13,199,470.39	1,502,918.16
Averages	615,355.12	944,696.15	1,266,798.81	1,099,955.87	751,459.08
6 month Avg.	890,527.11	1,222,003.56	1,512,972.55	1,179,086.64	953,753.67
Rolling 12 month Avg	615,355.12	944,696.15	1,266,798.81	1,099,955.87	1,005,538.54



Kanabec County Family Services - Board Financial Report							Through February 2024	
	Total year to date/			8.33%	16.67%	25.00%		
Department	Budget	% of budget	Total	January	February	March		
Income Main. Service								
Exp	860,797.00	15.07%	129,737.59	63,394.74	66,342.85			
Rev	400,920.00	21.77%	87,279.23	11,279.78	75,999.45			
Tax	453,352.92	4.73%	21,423.86	21,423.86				
State Shared Rev			0.00					
Recoveries								
Exp	12,200.00	0.00%	0.00	0.00	0.00			
Rev	16,400.00	53.92%	8,843.03	371.32	8,471.71			
Tax	24,645.34	5.22%	1,287.58	1,287.58				
State Shared Rev			0.00					
Burials								
Exp	25,000.00	21.29%	5,322.00	2,000.00	3,322.00			
Rev			0.00					
Tax			0.00					
Child Support								
Exp	385,670.00	15.67%	60,430.95	28,822.41	31,608.54			
Rev	404,000.00	21.22%	85,743.17	17,088.66	68,654.51			
Tax								
MA Services								
Exp	483,900.00	13.19%	63,806.73	27,843.91	35,962.82			
Rev	476,000.00	8.06%	38,355.77	46,057.98	-7,702.21			
Tax	7,787.93	23.57%	1,835.99	1,835.99				
State Shared Rev			0.00					
Child Care								
Exp	230,950.00	3.42%	7,900.53	99.00	7,801.53			
Rev	232,699.00	0.33%	774.50	363.50	411.00			
Tax			11.92	11.92				
State Shared Rev			0.00					
Fraud								
Exp	81,122.00	15.33%	12,438.12	6,145.03	6,293.09			
Rev	2,500.00		0.00	0.00	0.00			
Tax	77,506.63	5.54%	4,291.93	4,291.93				
State Shared Rev			0.00					
Adult Services								
Exp	5,500.00	0.00%	0.00	0.00	0.00			
Rev	13,385.00	12.04%	1,611.66	1,021.41	590.25			
Tax								
Dev. Disability								
Exp	71,500.00	10.90%	7,792.32	2,930.40	4,861.92			
Rev	52,847.00	12.96%	6,847.00	0.00	6,847.00			
Tax	18,388.38	6.35%	1,168.36	1,168.36				
State Shared Rev			0.00					

Mental Health								
Exp	1,300,634.00	22.09%	287,329.29	143,087.20	144,242.09			
Rev	873,649.00	10.57%	92,338.61	29,947.54	62,391.07			
Tax	420,927.56	5.83%	24,559.35	24,559.35				
State Shared Rev			0.00					
Chemical Dependency								
Exp	41,000.00	7.91%	3,242.91	3,242.91	0.00			
Rev	16,600.00	40.43%	6,710.89	5,771.29	939.60			
Tax	24,053.85	6.20%	1,490.25	1,490.25				
State Shared Rev			0.00					
Child Services								
Exp	570,701.00	20.00%	114,136.40	60,067.76	54,068.64			
Rev	337,220.00	14.74%	49,711.17	9,093.51	40,617.66			
Tax	230,168.71	7.09%	16,321.24	16,321.24				
State Shared Rev			0.00					
Social Services								
Exp	1,604,407.00	15.75%	252,640.80	127,802.86	124,837.94			
Rev	1,447,543.00	14.47%	209,423.36	58,963.13	150,460.23			
Tax	154,638.64	4.55%	7,033.99	7,033.99				
State Shared Rev			0.00					
Income Main. Admin								
Exp	101,623.00	16.45%	16,714.98	8,255.67	8,459.31			
Rev	44,700.00	23.05%	10,301.14	1,121.67	9,179.47			
Tax	56,115.45	5.10%	2,861.28	2,861.28				
State Shared Rev			0.00					
Social Services Admin.								
Exp	271,214.00	14.53%	39,412.33	19,416.92	19,995.41			
Rev	65,000.00	23.62%	15,352.00	0.00	15,352.00			
Tax	203,288.53	5.62%	11,421.29	11,421.29				
State Shared Rev			0.00					
FS Admin								
Exp	708,374.00	15.46%	109,521.61	62,909.65	46,611.96			
Rev	136,075.00	21.93%	29,838.63	3,798.55	26,040.08			
Tax	564,180.06	4.52%	25,513.12	25,513.12				
State Shared Rev			0.00					
Agency Totals								
Exp	6,754,592.00	16.44%	1,110,426.56	556,018.46	554,408.10	0.00		
Rev	4,519,538.00	14.23%	643,130.16	184,878.34	458,251.82	0.00		
Tax	2,235,054.00	5.33%	119,220.16	119,220.16	0.00	0.00		
State Shared Rev			0.00	0.00	0.00	0.00		
Total Revenue	6,754,592.00	11.29%	762,350.32	304,098.50	458,251.82	0.00		

Board Approval Report

SSIS pymt. batch #: 179914044

Paid Cnty Vendor				Total Payments	Total Amount
ABC Rentals, 000010196				1	488.00
Svc Description	Svc Code	Payments	Amount		
Housing Services	144	1	488.00		
Card Services, 000011484				1	88.32
Svc Description	Svc Code	Payments	Amount		
Community Support Services	434	1	88.32		
Central Lakes Driving School, LLC, 000011296				1	498.00
Svc Description	Svc Code	Payments	Amount		
Adolescent Life Skills Training	146	1	498.00		
Central Minnesota Jobs & Training, 000015800				1	1,843.75
Svc Description	Svc Code	Payments	Amount		
Statewide MFIP Employment Services	237	1	1,843.75		
DHS, 000011849				1	99.00
Svc Description	Svc Code	Payments	Amount		
Other Child Care	214	1	99.00		
Dungarvin Minnesota, LLC, 000017781				2	1,651.26
Svc Description	Svc Code	Payments	Amount		
Children's Group Residential Care	183	2	1,651.26		
EAST CENTRAL REG. JUVENILE CTR., 000012085				1	96.18
Svc Description	Svc Code	Payments	Amount		
Health-Related Services	118	1	96.18		
Family Pathways, 000012298				1	290.00
Svc Description	Svc Code	Payments	Amount		
Family-Based Counseling Services	162	1	290.00		
Ignaszewski/Karissa, 000012959				2	11,163.00
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	2	11,163.00		
Jessica Stokes Inc., 000016761				2	9,352.50
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	2	9,352.50		
Kanabec Co. Flexible Funds, 000013286				1	500.00
Svc Description	Svc Code	Payments	Amount		
Client Flex Funds	418	1	500.00		
Kanabec County AT ACH_VISA, 000001318				1	142.67
Svc Description	Svc Code	Payments	Amount		
Housing Services	144	1	142.67		
Kanabec County Community Health, 000013263				1	10,093.44
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	1	10,093.44		
M & H Appliances, 000013784				1	2,382.84
Svc Description	Svc Code	Payments	Amount		
Housing Services	144	1	2,382.84		
Mora Unclaimed Freight, 000000794				1	300.40
Svc Description	Svc Code	Payments	Amount		
Parent Support Outreach Services	167	1	300.40		
Nexus-Gerard Family Healing , LLC, 000012394				1	13,740.20

Board Approval Report

Paid Cnty Vendor				Total Payments	Total Amount
Svc Description	Svc Code	Payments	Amount		
Children's Residential Treatment	483	1	13,740.20		
Nexus-Mille Lacs Family Healing, 000014598				1	15,213.40
Svc Description	Svc Code	Payments	Amount		
Children's Residential Treatment	483	1	15,213.40		
North Homes Inc, 000003260				1	11,316.46
Svc Description	Svc Code	Payments	Amount		
Children's Residential Treatment	483	1	11,316.46		
NORTHWOOD CHILDREN'S HOME, 000015202				1	11,758.92
Svc Description	Svc Code	Payments	Amount		
Children's Residential Treatment	483	1	11,758.92		
Options Residential, 000015334				1	1,413.75
Svc Description	Svc Code	Payments	Amount		
Child Family Foster Care	181	1	1,413.75		
Patron Companies, 000015495				1	1,936.00
Svc Description	Svc Code	Payments	Amount		
Transportation	516	1	1,936.00		
PHASE, Inc., 000015579				2	1,270.08
Svc Description	Svc Code	Payments	Amount		
Day Training and Habilitation	566	1	855.36		
Transportation	516	1	414.72		
PORT GROUP HOMES, 000015735				1	10,149.42
Svc Description	Svc Code	Payments	Amount		
Correctional Facilities	185	1	10,149.42		
Prairie Lake Youth Programs, 000015767				5	21,234.14
Svc Description	Svc Code	Payments	Amount		
Correctional Facilities	185	3	21,088.00		
Health-Related Services	118	2	146.14		
Premier Biotech Labs, LLC, 000015779				1	732.70
Svc Description	Svc Code	Payments	Amount		
Health-Related Services	118	1	732.70		
Procentive.com LLC, 000010757				2	845.02
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	2	845.02		
Regency of Minnesota Inc, 000016091				1	2,000.00
Svc Description	Svc Code	Payments	Amount		
Housing Services	144	1	2,000.00		
Residential Services of NE MN Inc., 000016246				2	1,383.63
Svc Description	Svc Code	Payments	Amount		
Children's Group Residential Care	183	1	825.63		
Semi-Independent Living Services (SILS)	534	1	558.00		
Richardson MD/Paul T, 000016136				2	3,345.00
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	2	3,345.00		
Sue's Bus Service, 000016825				4	5,968.82
Svc Description	Svc Code	Payments	Amount		
Transportation	516	4	5,968.82		
Volunteers Of America of MN, 000017460				3	1,730.00
Svc Description	Svc Code	Payments	Amount		

Board Approval Report

Paid Cnty Vendor			Total Payments	Total Amount
Semi-Independent Living Services (SILS)	534	3	1,730.00	
			Report Totals:	47 143,026.90

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

Signature

Title

Date

Kanabec County Community Health Board
AGENDA
Tuesday, March 19, 2024
9:40 a.m.

- 1. Call meeting to order**
- 2. Agenda Approval**
- 3. Request to Hire a Certified Public Health Nurse at a Grade 15 Level D**
 - Action requested**
 - See attached Resolution**
- 4. Other Business**
- 5. Adjourn**

9:40am Appointment

March 19, 2024

REQUEST FOR BOARD ACTION

a. Subject: Hiring a PHN at more than a 15A	b. Origination: Community Health
c. Estimated time: 5 minutes	d. Presenter(s): Kathy Burski

e. Board action requested: Approval to hire a certified Public Health Nurse at a Grade 15 level D which is \$36.61 per hour.

Kanabec County Community Health # 3/19/2024 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 \$36.61per 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.

f. Background: Kanabec County Community Health has had a certified Public Health Nurse position posted since December, 2023 and have had minimal response to the posting. Several interviews have been completed and a candidate has been offered the position. Due to the lower than local market rate for a certified Public Health Nurse and her 21 years of experience as a nurse with 17 of those years as a four-year BSN/PHN, the candidate has requested to start at a grade 15 level D which is \$36.61per hour (Level A is \$32.91/hour).

Supporting Documents: None: ☒ Attached:

Date Received in County Coordinator's Office:

9:50am Appointment

March 19, 2024

REQUEST FOR BOARD ACTION

a. Subject: Consider Resolution to Adopt and Enact an Ordinance Regulating the Use of Cannabis and Cannabis Derived Products in Public Places within Kanabec County	b. Origination: Kanabec County Community Health Department
c. Estimated time: 10 minutes	d. Presenter(s): Kathy Burski, Community Health Director

e. Board action requested:

Consider adoption of the following resolution:

RESOLUTION #____-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.

f. Background:

Supporting Documents: None: Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

ORDINANCE No. _____

**ORDINANCE REGULATING THE USE OF CANNABIS AND CANNABIS
DERIVED PRODUCTS IN PUBLIC PLACES**

SECTION 1. PURPOSE AND INTENT

This Ordinance is adopted by the Kanabec County Board of Commissioners for the purpose of protecting public health and safety by regulating/prohibiting the use of cannabis and cannabis-derived products in public places and places of public accommodation within Kanabec County ("the County").

The County recognizes the risks that unintended access and use of cannabis products present to the health, welfare, and safety of youth in Kanabec County.

By enacting 2023 Session Law, Chapter 63, H. F. No. 100 ("State Legislation"), the Minnesota Legislature passed the adult-use cannabis bill. Under that bill, the adult use, possession, and personal growing of cannabis became legal August 1, 2023.

State legislation authorizes adoption of a local ordinance establishing a petty misdemeanor offense for public use of cannabis. See State Legislation Sec. 19, MINN. STAT. §152.0263 subd. 5, or successor statute.

SECTION 2. DEFINITIONS

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The following words, terms, and phrases, when used in this Ordinance, shall have the meanings ascribed to them except where the context clearly indicates a different meaning.

- a. "Adult-use cannabis flower" means cannabis flower that is approved for sale by the Office of Cannabis Management or is substantially similar to a product approved by that office. Adult-use cannabis flower does not include medical cannabis flower, hemp plant parts, or hemp- derived consumer products.
- b. "Adult-use cannabis products" means a cannabis product that is approved for sale by the Office of Cannabis Management or is substantially similar to a product approved by that office. Adult-use cannabis product includes edible cannabis products but does not include medical cannabinoid products or lower-potency hemp edibles.
- c. "Cannabis flower" means the harvested flower, bud, leaves, and stems of a cannabis plant. Cannabis flower includes adult-use cannabis flower and medical cannabis flower. Cannabis flower does not include cannabis seed, hemp plant parts, or hemp-derived consumer products.
- d. "Cannabis product" means any of the following:

- (1) cannabis concentrate;
- (2) a product infused with cannabinoids, including but not limited to tetrahydrocannabinol, extracted, or derived from cannabis plants or cannabis flower; or
- (3) any other product that contains cannabis concentrate.

e. Hemp derived consumer products.

- (1) "Hemp derived consumer products" means a product intended for human or animal consumption, does not contain cannabis flower or cannabis concentrate, and:
 - (a) contains or consists of hemp plant parts; or
 - (b) contains hemp concentrate or artificially derived cannabinoids in combination with other ingredients.
- (2) "Hemp derived consumer products" does not include artificially derived cannabinoids, lower- potency hemp edibles, hemp-derived topical products, hemp fiber products, or hemp grain.

f. "Lower-potency hemp edible" means any product that:

- (1) is intended to be eaten or consumed as a beverage by humans;
- (2) contains hemp concentrate or an artificially derived cannabinoid, in combination with food ingredients;
- (3) is not a drug;
- (4) consists of servings that contain no more than five milligrams of delta-9 tetrahydrocannabinol, 25 milligrams of cannabidiol, 25 milligrams of cannabigerol, or any combination of those cannabinoids that does not exceed the identified amounts;
- (5) does not contain more than a combined total of 0.5 milligrams of all other cannabinoids per serving;
- (6) does not contain an artificially derived cannabinoid other than delta-9 tetrahydrocannabinol;
- (7) does not contain a cannabinoid derived from cannabis plants or cannabis flower; and

- (8) is a type of product approved for sale by the office or is substantially similar to a product approved by the Office of Cannabis Management, including but not limited to products that resemble nonalcoholic beverages, candy, and baked goods.
- g. "Public place" means any outdoor or indoor area, whether privately or publicly owned, to which the public have access by right of invitation, expressed or implied. This includes but is not limited to a public park or trail, public street or sidewalk, any enclosed, indoor area used by the general public, including, but not limited to, theaters, restaurants, bars, food establishments and their decks, places licensed to sell intoxicating liquor, wine, or malt beverages, retail businesses, gyms, common areas in buildings, public shopping areas, auditoriums, arenas, or other places of public accommodation.
- h. "Place of public accommodation" means a business, refreshment, entertainment, recreation, or transportation facility of any kind, whose goods, services, facilities, privileges, advantages, or accommodations are extended, offered, sold, or otherwise made available to the public.
- i. Exceptions to definition of public place or place of public accommodation:
 - (1) a private residence, including the individual's curtilage or yard.
 - (2) private property, not generally accessible by the public, unless the individual is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property; or
 - (3) on the premises of an establishment or event licensed to permit on-site consumption.
- j. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing cannabis flower, cannabis products, artificially derived cannabinoids, or hemp-derived consumer products. Smoking includes carrying or using an activated electronic delivery device for human consumption through inhalation of aerosol or vapor from the product.

SECTION 3. PROHIBITED ACTS

Subd. 1. No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place or a place of public accommodation unless the premises is an establishment or an event licensed to permit on-site consumption of adult-use cannabis flower and adult use cannabis products. See State Legislation Sec. 9, MINN. STAT. § 342.09 subd. 1(2), or successor statute. See also State Legislation, MINN. STAT. § 342.09, subd. 1 (7)(iii), or successor statute, and State Legislation Sec. 19, MINN. STAT. § 152.0263, subd. 5, or successor statute.

Subd. 2. No person shall vaporize or smoke cannabis flower, cannabis products, artificially derived cannabinoids, or hemp-derived consumer products in any location where the smoke, aerosol, or vapor would be inhaled by a minor. See State Legislation Sec. 9, MINN. STAT. §342.09, subd. 1(7)(b)(9) or successor statute.

SECTION 4. PENALTY

Criminal Penalty. A violation of this ordinance shall be a petty misdemeanor having a fine payable up to \$300.00. Nothing in this ordinance prohibits the County from seeking prosecution for an alleged violation.

SECTION 5. SEVERABILITY

If any section or provision of this ordinance is held invalid, such invalidity will not affect other sections or provisions that can be given force and effect without the invalidated section or provision.

SECTION 6. EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage and publications as required by law.

March 19, 2024
10:00am Appointment
Agenda of Chad T.
Gramentz, PE Public
Works Director

- | | |
|-------------------------------|--------------------------|
| 1. Bids – Aggregate Surfacing | Resolution #1 (03-19-24) |
| 2. Bids – Pavement Markings | Resolution #2 (03-19-24) |

Resolution #1 (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.

Resolution #2 (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.

Kanabec County Aggregate Production, Hauling, and Placement 2024 (#8963077)
Owner: Kanabec County, MN
Solicitor: Kanabec County, MN
03/12/2024 10:30 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Bjorklund Companies.		DLL Excavating, Inc.		Wm. D. Scepaniak, Inc.		Mark Sand & Gravel Co.	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
SECTION A - KCP 24-05							\$432,874.00		\$497,435.00		\$510,210.63		\$513,811.75		\$1,185,129.50
	1	2021.501	MOBILIZATION	L.S.	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00
	2	2051.501	MAINTENANCE & RESTORATION OF HAUL ROADS	L.S.	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$1.00	\$1.00
	3	2118.502	AGGREGATE BASE, CLASS 5 MOD (SV)	CU. YD.	29941	\$14.00	\$419,174.00	\$16.38	\$490,433.58	\$16.43	\$491,930.63	\$16.75	\$501,511.75	\$38.50	\$1,152,728.50
	4	2123.503	MOTOR GRADER	HOUR	8	\$150.00	\$1,200.00	\$125.00	\$1,000.00	\$160.00	\$1,280.00	\$100.00	\$800.00	\$300.00	\$2,400.00
	5	2563.601	TRAFFIC CONTROL	L.S.	1	\$5,000.00	\$5,000.00	\$1.42	\$1.42	\$6,000.00	\$6,000.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
Base Bid Total:							\$432,874.00		\$497,435.00		\$510,210.63		\$513,811.75		\$1,185,129.50

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE: 

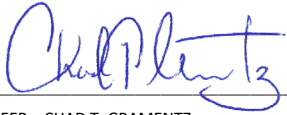
DATE: 03-12-2024

COUNTY ENGINEER CHAD T. GRAMENTZ REG. NO: 47090

Kanabec County wide pavement marking (#8919734)
 Owner: Kanabec County, MN
 Solicitor: Kanabec County, MN
 03/12/2024 10:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		KAMCO Inc.		Sir Lines-A-Lot		Fahrner Asphalt Sealers, LLC	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
SECTION A - KCP 24-06							\$249,185.00		\$240,185.00		\$253,980.00		\$303,749.50
	1	2021.501	MOBILIZATION	L.S.	1	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$4,300.00	\$4,300.00	\$5,000.00	\$5,000.00
	2	2563.601	TRAFFIC CONTROL	L.S.	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$4,300.00	\$4,300.00	\$1,000.00	\$1,000.00
	3	2582.502	4? SOLID LINE PAINT (WHITE)	LF	2226000	\$0.07	\$155,820.00	\$0.07	\$155,820.00	\$0.07	\$155,820.00	\$0.09	\$198,114.00
	4	2582.502	4? SOLID LINE PAINT (YELLOW)	LF	949500	\$0.07	\$66,465.00	\$0.07	\$66,465.00	\$0.08	\$75,960.00	\$0.09	\$84,505.50
	5	2582.502	4? BROKEN LINE PAINT (YELLOW)	LF	170000	\$0.07	\$11,900.00	\$0.07	\$11,900.00	\$0.08	\$13,600.00	\$0.09	\$15,130.00
SECTION A - MORA 2024-TM							\$9,795.00		\$4,995.00		\$7,680.00		\$14,220.00
	6	2021.501	MOBILIZATION	L.S.	1	\$1,500.00	\$1,500.00	\$100.00	\$100.00	\$1,100.00	\$1,100.00	\$5,000.00	\$5,000.00
	7	2563.601	TRAFFIC CONTROL	L.S.	1	\$3,500.00	\$3,500.00	\$100.00	\$100.00	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00
	8	2582.502	4? SOLID LINE PAINT (WHITE)	L.F.	36000	\$0.07	\$2,520.00	\$0.07	\$2,520.00	\$0.08	\$2,880.00	\$0.12	\$4,320.00
	9	2582.502	4? SOLID LINE PAINT (YELLOW)	L.F.	28000	\$0.07	\$1,960.00	\$0.07	\$1,960.00	\$0.08	\$2,240.00	\$0.12	\$3,360.00
	10	2582.502	4? BROKEN LINE PAINT (YELLOW)	L.F.	4500	\$0.07	\$315.00	\$0.07	\$315.00	\$0.08	\$360.00	\$0.12	\$540.00
Base Bid Total:							\$258,980.00		\$245,180.00		\$261,660.00		\$317,969.50

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER
 UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE:  DATE: 03-12-2024
 COUNTY ENGINEER CHAD T. GRAMENTZ REG. NO 47090

10:15am Appointment

March 19, 2024

REQUEST FOR BOARD ACTION

a. Subject: Auditor/Treasurer Office Update	b. Origination: Board of Commissioners
c. Estimated time: 10-15 minutes	d. Presenter(s): Denise Snyder, Auditor/Treasurer

e. Board action requested:

Information only.

f. Background:

Supporting Documents: None: Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

March 19, 2024 AT Office report for the Kanabec County Board of Commissioners

ELECTION INFORMATION County voter turnout for PNP2024 = 1735 compared to PNP2020 = 1632
County will be reimbursed for county expenses related to PNP admin. Expense reports are to due to OSS by May 11th.
Presented PNP Stat sheet.

UPCOMING ELECTION Federal-State-County filing starts May 21 & Ends June 4. The August 13th Primary AB voting starts June 28th.
Election judge training will be conducted everyday over a 8 day period beginning July 10th.

TAX STATEMENTS File went to outsourcing on 3/12. Tax Statements out 3/15.

<u>TAX CALC</u>	Assessors <u>EMV</u>	Assessors <u>TMV</u>	Taxable <u>NTC</u>	Gross <u>Levy</u>	County <u>Tax Rate</u>
2024	2,520,746,300	2,553,178,670	22,730,132	14,117,794	62.110%
2023	2,111,375,434	1,956,986,411	19,012,598	13,324,082	70.080%
2022	1,674,422,300	1,521,223,050	14,845,386	12,882,128	86.771%
2021	1,580,094,300	1,424,687,500	13,924,301	12,504,911	89.715%
2020	1,529,435,000	1,373,978,100	13,293,240	12,285,713	92.419%

ARCHIVING Would like to purchase a server for archiving for land offices (and coordinators office if desired).
Have funds left in DP future capital equipment.

CAPITAL ASSETS Will be seeking a new capital asset program at conference this year.

ANNUAL AUDIT Auditors here in July and December each year. We do most data transfer thru the portal to cut back on fieldwork hours.
Changes to federal reporting standards always present more restrictive reporting and add to the time involved.
New this year Statement on Auditing Standards (SAS) No. 145 - Risk assessment including IT controls

PASSPORTS 2023 = 264 = \$12,408.00
2022 = 269 = \$12,254.67

PROPERTY Down in 2023 from 2022.

<u>TRANSFERS</u>	SDT	3&4Q2023 = 449	3&4Q2022 = 506	3&4Q2021 = 669
	MRT	3&4Q2023 = 320	3&4Q2022 = 413	3&4Q2021 = 624

Note: this impacts the land technology fund.

TAX FORFEITURE LAND Still no word on how Tax Forfeited Land Sales are going to be handled. Waiting for information from the Dept of Revenue.
Tim had 6 forfeitures and 2 repurchases in 2023.

		PNP 3/5/2024				PNP 3/5/2024				PNP 3/5/2024							
		Reg @ 7am	Reg Elect	Total	Percentage	ED voters	AB voters	Total	Percentage	REP	DFL	LMN	Total	Percentage	Percentage	Percentage	
		Day	Voting	Voter Turnout	Day	Voting	AB Voters	Votes	Votes	Votes	Voting	REP	DFL	LMN			
0005	Ann Lake	284	1	66	23.16%	64	2	66	3.030%	50	16	0	66	75.758%	24.242%	0.000%	100.000%
0010	Arthur	1227	2	182	14.81%	168	14	182	7.692%	136	44	2	182	74.725%	24.176%	1.099%	100.000%
0015	Braham	0	0	0	0.00%			0	0.000%				0	0.000%	0.000%	0.000%	0.000%
0020	Brunswick	887	1	135	15.20%	132	3	135	2.222%	101	33	1	135	74.815%	24.444%	0.741%	100.000%
0025	Comfort	727	0	113	15.54%	111	2	113	1.770%	102	10	1	113	90.265%	8.850%	0.885%	100.000%
0030	Ford	140	0	26	18.57%	26	0	26	0.000%	22	2	2	26	84.615%	7.692%	7.692%	100.000%
0035	Grass Lake	674	6	118	17.35%	114	4	118	3.390%	104	14	0	118	88.136%	11.864%	0.000%	100.000%
0040	Grasston	84	1	17	20.00%	17	0	17	0.000%	14	3	0	17	82.353%	17.647%	0.000%	100.000%
0045	Haybrook	160	0	27	16.88%	27	0	27	0.000%	26	1	0	27	96.296%	3.704%	0.000%	100.000%
0050	Hillman	288	2	65	22.41%	63	2	65	3.077%	55	10	0	65	84.615%	15.385%	0.000%	100.000%
0055	Kanabec	544	6	120	21.82%	112	8	120	6.667%	107	12	1	120	89.167%	10.000%	0.833%	100.000%
0060	Knife Lake	853	1	118	13.82%	105	13	118	11.017%	92	25	1	118	77.966%	21.186%	0.847%	100.000%
0065	Kroschel	132	3	48	35.56%	47	1	48	2.083%	39	9	0	48	81.250%	18.750%	0.000%	100.000%
0070	Mora	2083	15	303	14.44%	277	26	303	8.581%	220	79	4	303	72.607%	26.073%	1.320%	100.000%
0080	Ogilvie	218	5	32	14.35%	32	0	32	0.000%	23	8	1	32	71.875%	25.000%	3.125%	100.000%
0085	Peace	666	3	135	20.18%	122	13	135	9.630%	101	33	1	135	74.815%	24.444%	0.741%	100.000%
0090	Pomroy	252	1	52	20.55%	50	2	52	3.846%	47	4	1	52	90.385%	7.692%	1.923%	100.000%
0095	Quamba	63	1	21	32.81%	21	0	21	0.000%	16	4	1	21	76.190%	19.048%	4.762%	100.000%
0100	Southfork	503	3	71	14.03%	71	0	71	0.000%	57	13	1	71	80.282%	18.310%	1.408%	100.000%
0105	Whited	634	6	86	13.44%	75	11	86	12.791%	65	21	0	86	75.581%	24.419%	0.000%	100.000%
		10419	57	1735	16.56%	1634	101	1735	3.989%	1377	341	17	1735	81.142%	17.522%	1.336%	100.000%

		PN Primary 3/3/2020				PN Primary 3/3/2020				PN Primary 3/3/2020					
		Reg @ 7am	Reg Elect	Total	Percentage	ED voters	AB voters	Total	Percentage	REP	DFL	Total	Percentage	Percentage	
		Day	Voting	Voter Turnout	Day	Voting	AB Voters	Votes	Votes	Voting	REP	DFL			
0005	Ann Lake	243	2	53	21.63%	52	1	53	1.887%	24	29	53	45.283%	54.717%	100.000%
0010	Arthur	1125	6	197	17.42%	176	21	197	10.660%	63	134	197	31.980%	68.020%	100.000%
0015	Braham	0	0	0	0.00%			0	0.000%			0	0.000%	0.000%	0.000%
0020	Brunswick	815	5	133	16.22%	128	5	133	3.759%	51	82	133	38.346%	61.654%	100.000%
0025	Comfort	689	5	97	13.98%	92	5	97	5.155%	52	45	97	53.608%	46.392%	100.000%
0030	Ford	123	0	22	17.89%	22	0	22	0.000%	13	9	22	59.091%	40.909%	100.000%
0035	Grass Lake	581	0	101	17.38%	95	6	101	5.941%	49	52	101	48.515%	51.485%	100.000%
0040	Grasston	82	1	18	21.69%	18	0	18	0.000%	8	10	18	44.444%	55.556%	100.000%
0045	Haybrook	136	1	24	17.52%	24	0	24	0.000%	11	13	24	45.833%	54.167%	100.000%
0050	Hillman	257	0	45	17.51%	42	3	45	6.667%	24	21	45	53.333%	46.667%	100.000%
0055	Kanabec	477	1	72	15.06%	67	5	72	6.944%	39	33	72	54.167%	45.833%	100.000%
0060	Knife Lake	784	5	130	16.48%	120	10	130	7.692%	53	77	130	40.769%	59.231%	100.000%
0065	Kroschel	132	0	33	25.00%	33	0	33	0.000%	21	12	33	63.636%	36.364%	100.000%
0070	Mora	1951	18	367	18.64%	331	36	367	9.809%	99	268	367	26.975%	73.025%	100.000%
0080	Ogilvie	196	1	34	17.26%	32	2	34	5.882%	9	25	34	26.471%	73.529%	100.000%
0085	Peace	585	0	102	17.44%	89	13	102	12.745%	41	61	102	40.196%	59.804%	100.000%
0090	Pomroy	233	0	37	15.88%	35	2	37	5.405%	22	15	37	59.459%	40.541%	100.000%
0095	Quamba	61	0	15	24.59%	15	0	15	0.000%	5	10	15	33.333%	66.667%	100.000%
0100	Southfork	465	2	63	13.49%	59	4	63	6.349%	22	41	63	34.921%	65.079%	100.000%
0105	Whited	586	1	89	15.16%	82	7	89	7.865%	31	58	89	34.831%	65.169%	100.000%
		9521	48	1632	17.06%	1512	120	1632	5.093%	637	995	1632	43.958%	56.042%	

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**** Kanabec County ****



REVENUES & EXPENDITURES BUDGET REPORT As of 03/2024

Page 2

1 FUND General Revenue Fund

Report Basis: Full Accrual

		Status	Quarter	Year	Percent of Year	
Account Number			To Date	To Date	Budget	% of BDG
41 DEPT	Auditor/Treasurer					
----- REVENUES -----						
01-041-000-0000-5011	Gravel Tax		6,684.69-	6,684.69-	7,100.00-	94
01-041-000-0000-5013	Mortgage Registry & State Deed Tax		2,082.90-	2,082.90-	12,000.00-	17
01-041-000-0000-5501	Fees For Services		427.00-	427.00-	12,000.00-	4
01-041-000-0000-5830	Misc Revenues		0.00	0.00	120.00-	0
----- EXPENDITURES -----						
01-041-000-0000-6103	Salaries - Regular		66,853.30	66,853.30	452,297.00	15
01-041-000-0000-6107	Salaries - Overtime		0.00	0.00	5,808.00	0
01-041-000-0000-6113	Flex Pay		1,084.55	1,084.55	0.00	0
01-041-000-0000-6130	VEBA - County Share		2,226.00	2,226.00	0.00	0
01-041-000-0000-6153	Co Share Health Ins		14,012.40	14,012.40	72,415.00	19
01-041-000-0000-6158	Health Reserves - County Share		450.00	450.00	0.00	0
01-041-000-0000-6163	Co Share Pera		5,182.68	5,182.68	33,922.00	15
01-041-000-0000-6175	Co Share Fica		6,510.83	6,510.83	34,601.00	19
01-041-000-0000-6205	Postage		4,498.86	4,498.86	12,900.00	35
01-041-000-0000-6206	Payroll Fees -Ach		100.00	100.00	600.00	17
01-041-000-0000-6211	Services & Charges		1,208.65	1,208.65	6,500.00	19
01-041-000-0000-6233	Photocopy Expenditures		328.10	328.10	930.00	35
01-041-000-0000-6242	Legal Notice Publication		0.00	0.00	10,000.00	0
01-041-000-0000-6289	Staff Development		0.00	0.00	1,200.00	0
01-041-000-0000-6331	Mileage & Meals		0.00	0.00	200.00	0
01-041-000-0000-6341	Paycom PR Fees		33,869.00	33,869.00	29,938.00	113
01-041-000-0000-6405	Computers & Hardware		249.98	249.98	2,200.00	11
01-041-000-0000-6411	Supplies		979.98	979.98	6,900.00	14
----- REVENUES -----						
01-041-036-0000-5501	Passport Copies		131.00-	131.00-	600.00-	22
01-041-036-0000-5509	Passport Apps & Photos		4,437.00-	4,437.00-	15,000.00-	30
----- EXPENDITURES -----						
01-041-036-0000-6205	Passport Postage		0.00	0.00	2,026.00	0
01-041-036-0000-6411	Passport Supplies		0.00	0.00	50.00	0
----- REVENUES -----						
01-041-063-0000-5501	Fees For Services		0.00	0.00	3,500.00-	0
----- EXPENDITURES -----						
01-041-063-0000-6211	Services & Charges		15,026.70	15,026.70	9,727.00	154
01-041-063-0000-6331	Mileage & Meals		0.00	0.00	400.00	0
01-041-063-0000-6341	Rental & Service Contracts		0.00	0.00	112,867.00	0

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**** Kanabec County ****



REVENUES & EXPENDITURES BUDGET REPORT As of 03/2024

Page 3

1 FUND General Revenue Fund

Report Basis: Full Accrual

<u>Account Number</u>		<u>Status</u>	<u>Quarter To Date</u>	<u>Year To Date</u>	Percent of Year <u>Budget</u>	25% <u>% of BDG</u>
----- REVENUES -----						
01-041-071-0000-5301	State Grant - Voting Equipment		0.00	0.00	4,300.00-	0
01-041-071-0000-5502	Election Filing Fees		0.00	0.00	320.00-	0
01-041-071-0000-5891	Reimbursements		0.00	0.00	5,500.00-	0
01-041-071-0000-5989	Fund Balance-Planned Use		0.00	0.00	55,000.00-	0
----- EXPENDITURES -----						
01-041-071-0000-6105	PT Salaries Election Judges		333.00	333.00	5,868.00	6
01-041-071-0000-6175	Fica - County Share EJ		25.48	25.48	449.00	6
01-041-071-0000-6205	Postage		0.00	0.00	4,655.00	0
01-041-071-0000-6211	Services & Charges		121.34	121.34	24,200.00	1
01-041-071-0000-6289	Staff Development		441.36	441.36	1,500.00	29
01-041-071-0000-6331	Mileage & Meals		0.00	0.00	500.00	0
01-041-071-0000-6341	Rental & Service Contracts		4,935.00	4,935.00	18,000.00	27
01-041-071-0000-6411	Supplies		891.50	891.50	27,980.00	3
01-041-071-0000-6989	Fund Balance-Transfer To		0.00	0.00	55,000.00	0
01-041-071-8612-6211	PNP Services & Charges		7,175.85	7,175.85	0.00	0
01-041-071-8612-6411	PNP Supplies		6,994.53	6,994.53	0.00	0
----- REVENUES -----						
01-041-683-0000-5051	Special Assessments		1,234.20-	1,234.20-	0.00	0
01-041-683-0000-5710	Interest Income		1,037.53-	1,037.53-	0.00	0
41 DEPT	Totals Auditor/Treasurer	Revenue	16,034.32-	16,034.32-	115,440.00-	14
		Expend.	173,499.09	173,499.09	933,633.00	19
		Net	157,464.77	157,464.77	818,193.00	19
1 FUND	Totals General Revenue Fund	Revenue	16,034.32-	16,034.32-	115,440.00-	14
		Expend.	173,499.09	173,499.09	933,633.00	19
		Net	157,464.77	157,464.77	818,193.00	19
FINAL TOTALS	47 Accounts	Revenue	16,034.32-	16,034.32-	115,440.00-	14
		Expend.	173,499.09	173,499.09	933,633.00	19
		Net	157,464.77	157,464.77	818,193.00	19

10:25am Appointment

March 19, 2024

REQUEST FOR BOARD ACTION

a. Subject: Software Agreements & Department Update	b. Origination: Recorder's Office
c. Estimated time: 10 minutes	d. Presenter(s): County Recorder, Lisa Holcomb

e. Board action requested:

- a. Review and sign master contract with Trimin for software programs
- b. Review options and sign amended contract with Trimin for hosting all software programs
- c. Review and discuss GIS integration with Landshark
- d. Department Update

f. Background:

Neither Trimin or myself were able to find the original master contract from the 80's for the software programs. It is referenced in the amended contract, so I wanted the master contract to be signed and filed, so we have the information available.

Trimin offers a hosting option that would take the place of "in-house" virtual servers. Yearly maintenance could be budgeted so there isn't a \$35,000 hit every 5 years.

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

Master Computer Software License Agreement

THIS MASTER COMPUTER SOFTWARE LICENSE AGREEMENT (the “**Agreement**”), made effective as of _____, 2024 (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, TriMin has developed certain software products identified on **Schedule A** attached hereto and incorporated herein by reference;

WHEREAS, TriMin is willing to grant Customer a non-exclusive license to use such software and, if requested, provide related services and software maintenance, on the terms and conditions herein;

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 as follows:

1. **Grant of Rights.**

A. Provided Customer is not otherwise in breach of any term or condition herein, TriMin grants to Customer a perpetual, personal, nontransferable and nonexclusive license to use the software products identified under “Licensed Software” (the “**Licensed Software**”) on all Licensed Software Order Forms executed by TriMin and Customer as of the Effective Date hereof or thereafter in the form of **Schedule A** attached hereto and incorporated herein by reference.

B. The Licensed Software may only be installed: (i) on a non-production test server; and (ii) on one production processor. A single back-up processor may be used as a substitute for the designated processor without notice to TriMin during any time when the designated processor is inoperative because it is malfunctioning or undergoing repair, maintenance or other modifications. Customer must notify TriMin in writing of its designation by location of any replacement processor that is to become the sole designated processor.

C. An unlimited number of concurrent users may have access to and use the Licensed Software.

D. Other than the uses noted above, Customer shall not use or make any copies of the Licensed Software except as authorized herein. By way of example and not limitation, Customer shall not: (i) use or copy the Licensed Software in any service network, time-sharing or multiple CPU environment; (ii) allow for any use of the Licensed Software by any other state, county or municipal governmental entity; (iii) rent, transfer, assign or sublicense any rights in the Licensed Software or accompanying documentation; or (iv) remove any proprietary notices, labels or trademarks on the Licensed Software or destroy any accompanying documentation.

2. **License Fee.** Upon execution of this Agreement, Customer shall pay all amounts identified under “License Fee/Shipping/Taxes” on **Schedule A** attached hereto and incorporated herein by reference (the “**License Fee**”). All payments to TriMin shall be made in United States dollars to TriMin’s address specified above. Customer shall also pay any tax (and any related interest and penalties) imposed as a result of the existence or operation of this Agreement, including any tax

which Customer is required to withhold or deduct from payments to TriMin, except any such tax constituting an income tax imposed upon TriMin by any governmental entity within the United States proper (the fifty (50) states and the District of Columbia).

3. **Delivery of Software.** Upon execution of this Agreement, TriMin shall furnish the Licensed Software to Customer for delivery F.O.B. Destination Customer or by remote access or other delivery method as agreed by the parties. The License Fee set forth in Section 2 does not cover installation, implementation or customization of the Licensed Software, data transfer or consulting services related thereto (collectively the “**Services**”). The License Fee also does not include any computer software maintenance services for the Licensed Software (“**Software Maintenance**”). Customer may separately purchase Services from TriMin under a separate Services Schedule Agreement (the “**Services Agreement**”) and Statement of Work for such Services (the “**SOW**”) referenced in Section 4 of this Agreement. Customer may separately purchase Software Maintenance under a separate software maintenance agreement (the “**Software Maintenance Agreement**”) referenced in Section 5 of this Agreement.

4. **Services Agreement (Optional).** If requested by Customer, TriMin agrees to provide Services specifically identified on all Services Agreements and SOWs executed by TriMin and Customer as of the Effective Date hereof or thereafter in the form attached hereto as **Schedule B** and incorporated herein by reference. Customer shall pay all amounts identified on **Schedule B** (the “**Services Fees**”) on the terms and conditions specified therein. All payments to TriMin shall be made in United States dollars to TriMin’s address specified above. Customer shall also pay any tax (and any related interest and penalties) imposed as a result of the existence or operation of this Agreement, including any tax which Customer is required to withhold or deduct from payments to TriMin, except any such tax constituting an income tax imposed upon TriMin by any governmental entity within the United States proper (the fifty (50) states and the District of Columbia).

5. **Software Maintenance Agreement (Optional).** If requested by Customer, TriMin agrees to provide the software maintenance services specifically set forth on all Software Maintenance Agreements executed by TriMin and Customer as of the Effective Date hereof or thereafter in the form attached hereto as **Schedule C** and incorporated herein by reference. Customer shall pay all amounts identified on **Schedule C** (the “**Software Maintenance Fees**”) on the terms and conditions specified therein. All payments to TriMin shall be made in United States dollars to TriMin’s address specified above. Customer shall also pay any tax (and any related interest and penalties) imposed as a result of the existence or operation of this Agreement, including any tax which Customer is required to withhold or deduct from payments to TriMin, except any such tax constituting an income tax imposed upon TriMin by any governmental entity within the United States proper (the fifty (50) states and the District of Columbia).

6. **Responsibilities of Customer.** Customer shall be responsible for maintaining adequate computer equipment, remote access and reasonable facilities as required by TriMin for carrying out the delivery of the Licensed Software and provision of Services and Software Maintenance. If delivery of the Licensed Software or the provision of Services or Software Maintenance is performed at Customer’s location, Customer shall provide adequate work space and parking to TriMin personnel. Customer shall also provide off-hours access to TriMin personnel as necessary for the performance of this Agreement. Customer shall also advise TriMin of its needs and provide TriMin personnel with all information necessary to carry out the Services or Software Maintenance described in the attached schedules, if applicable.

7. **Ownership of Intellectual Property.** All rights not expressly granted to Customer under this Agreement are expressly reserved by TriMin, and no ownership interest in the Licensed Software is transferred to Customer. Without limiting the generality of the foregoing, all right, title and interest in and to the Licensed Software, including, without limitation, all graphic or machine-readable information relating to patents, patent applications, trademarks, trademark applications, copyrights, copyright applications (in each case whether registered or unregistered), developments, inventions, processes, software (including source and object code), hardware configuration and computer programs are and shall

remain the sole and exclusive property of TriMin. Nothing contained herein shall be construed as: (i) conferring by implication, estoppel or otherwise, any license or right to use any name, trade name, trademark, service mark, symbol or any other identification or any abbreviation, contraction or simulation thereof; or (ii) a grant to Customer to sell, lease, sublicense or otherwise transfer or dispose of the Licensed Software, in whole or in part, except as provided in Section 11. However, notwithstanding the foregoing, all data, including but not limited to all records, documents, images and other information located with and/or possessed by Customer, whether existing now, in the future and/or created by the software, are considered the sole property of Customer and TriMin shall have no right to own, use, sell, copy, convey and/or distribute such materials. TriMin also agrees to keep confidential the structure of Customer's operating system.

8. **Disclaimer of Warranties and Limitation of Liability.**

A. Each party represents that it has the right to enter into this Agreement.

B. NEITHER PARTY MAKES ANY WARRANTY OR REPRESENTATION OTHER THAN THAT MADE EXPRESSLY HEREIN, EITHER EXPRESS OR IMPLIED WITH RESPECT TO THE LICENSED SOFTWARE, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SUBJECT TO SECTION 8.D BELOW, AND AS OTHERWISE STATED IN THIS PARAGRAPH, ALL LICENSED SOFTWARE PROVIDED HEREUNDER IS "AS IS" AND THERE ARE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AND ANY AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED AND NEGATED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EITHER PARTY OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS WARRANTY.

C. IN NO EVENT WHATSOEVER SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO THIRD PARTIES FOR ANY DAMAGES CAUSED, IN WHOLE OR IN PART, BY THE USE OF THE LICENSED SOFTWARE, THE SERVICES OR THE SOFTWARE MAINTENANCE, OR FOR ANY LOST REVENUES, LOST PROFITS, LOST SAVING OR OTHER DIRECT OR INDIRECT, INCIDENTAL, SPECIAL, STATUTORY OR CONSEQUENTIAL DAMAGES INCURRED BY ANY PERSON, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. HOWEVER, TRIMIN SHALL BE RESPONSIBLE FOR ANY PROPERTY DAMAGE AND BODILY INJURY CAUSED BY IT AND/OR ITS EMPLOYEES.

D. NOTWITHSTANDING THE DISCLAIMER OF WARRANTIES IN SECTION 8.B ABOVE, TRIMIN REPRESENTS AND WARRANTS THAT TRIMIN HAS ALL RIGHTS NECESSARY TO GRANT CUSTOMER THE RIGHT TO USE THE LICENSED SOFTWARE AS CONTEMPLATED HEREIN, AND TRIMIN AGREES TO DEFEND, INDEMNIFY AND HOLD CUSTOMER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, DEMANDS, DAMAGES, PENALTIES, SETTLEMENTS, COSTS AND EXPENSES BROUGHT BY THIRD PARTIES AGAINST CUSTOMER ARISING OUT OF OR RELATING TO THE REPRESENTATIONS AND WARRANTIES OF OWNERSHIP CONTAINED IN THIS SECTION 8.D.

9. **Confidentiality**

A. Customer understands and agrees that the Licensed Software contains certain information that is confidential and proprietary to TriMin and which Customer expressly agrees to retain in strictest confidence and to use only in conjunction with the terms of this Agreement. Customer further agrees to use its best efforts to keep the source code and all related documentation confidential and not to disclose such source code and/or related documentation to any third party. Customer further agrees that if it seeks assistance from any third party with respect to the use of the Licensed Software, it shall inform TriMin in advance of the fact of such proposed assistance and the identity of such third party and receive written consent from TriMin to such use by the proposed assisting party of the Licensed Software. Customer shall require such third party and each of their employees granted access to the Licensed Software to execute a confidentiality

agreement under which the third party and their employees agree to limit their use of the Licensed Software and to not disclose or make any other use of the source code and/or related documentation except for purposes expressly authorized by TriMin.

B Customer's obligations with respect to such confidential information shall survive the termination of this Agreement. Notwithstanding anything to the contrary in Section 9.A, Customer shall not be prohibited from using or disclosing information which: (i) is already available to the public as of the date of this Agreement; (ii) becomes publicly available through no fault of Customer (or the fault of its employees or agents); (iii) is already known to Customer at the time of its receipt thereof, as shown by written records existing and is available to Customer from a third party who is not under an obligations of non-disclosure with respect to such information; or (iv) is required by law or court order to disclose.

10. **Non-Solicitation of Employees.** During the Term of the Services Agreement and/or Software Maintenance Agreement, as applicable, and for a period of two (2) years following the latest termination of Services Agreement or Software Maintenance Agreement, Customer agrees not to solicit for employment, independently contract with or hire or hire any TriMin representatives or employees ("**TriMin Resource**") without the prior written approval of TriMin. Customer agrees that any violation of the terms of this Section shall requires Customer to pay TriMin, as liquidated damages, an amount equal to one hundred and twenty-five percent (125%) of then current gross annual compensation of said TriMin Resource, in addition to any other damages available to TriMin such as lost revenue directly associated with the loss of such TriMin Resource or expenses associated with replacing such TriMin Resource.

11. **Termination.** If either party shall fail to fulfill one or more of its obligations under this agreement (the "**Breaching Party**"), then the other party (the "**Non-Breaching Party**") may, upon its election and in addition to any other remedies that it may have, at any time terminate all the rights granted by it hereunder by not less than two (2) months' written notice to the Breaching Party specifying any such breach, unless within the period of such notice all breaches specified therein shall have been remedied. Upon such termination Customer shall destroy all copies of the Licensed Software in its possession and certify such destruction in writing to TriMin within thirty (30) days. In the event of termination, the Non-Breaching Party shall have no obligation to refund any amounts paid to it or pay any further amounts due from it under this Agreement, the Services Agreement, or the Software Maintenance Agreement. If the Non-Breaching party has pre-paid for any service, the Non-Breaching party shall be entitled to a pro rata refund of the funds paid (by example, and without limitation, if Customer pays for an annual Maintenance Service Agreement (MSA), and TriMin breaches such agreement leading to lawful termination after six months of the MSA, Customer shall be entitled to a refund of ½ of the annual fee.) The provisions of Sections 7, 8, 9 and 10 shall survive and continue after any termination of rights under this agreement.

12. **Force Majeure.** In the event either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of natural disaster, actions, or decrees of government or other impediment that are not the fault of the affected party, the party that has been so affected shall immediately give notice to the other party. If the period of nonperformance exceeds fifteen (15) days from receipt of notice, the affected party may, at its option, terminate this Agreement.

13. **Independent Contractor.** TriMin is an independent contractor and not an employee of Customer.

14. **Assignment.** The parties have entered into this Agreement in contemplation of a personal license extended to Customer and intend that the rights granted to Customer hereunder not extend to other entities without TriMin's express written consent. Neither this agreement nor any rights hereunder shall be otherwise assignable or transferable (in insolvency proceedings or otherwise) by Customer without the express written consent of TriMin. All of TriMin's rights in this Agreement may be assigned to any direct or indirect successor to the business of TriMin, which

successor shall thereafter be deemed substituted for TriMin as the party hereto, effective upon such assignment.

15. **Final Agreement.** This Agreement supersedes all proposals, oral or written, and all negotiations, conversations, or discussions previously had between the parties to this Agreement. Customer acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein.

16. **Limitation of Actions.** Except for Sections 7, 8, 9 and 10 which survive termination of this Agreement under Section 11, no action, regardless of form, arising out of the transactions governed by this Agreement or the Agreement itself may be brought by either party more than two years after the party intending to pursue a cause of action has discovered the conduct or breach giving rise to the cause of action.

17. **Notices.** To be effective, all notices, consents, or other communications required or permitted hereunder shall be in writing. A written notice or other communication shall be deemed to have been given hereunder (i) if delivered by hand, when the notifying party delivers such notice or other communication to all parties to this Agreement, (ii) if delivered by telecopier or overnight delivery service, on the first business day following the date of such notice or other communication is transmitted by telecopier or timely delivered to the overnight courier, or (iii) if delivered by mail, on the third business day following the date such notice or other communication is deposited in the U.S. mail by certified or registered mail addressed to the other party. Mailed or telecopied communications shall be directed as follows unless written notice of change of address or telecopier number has been given in writing in accordance with this Section:

If to Customer:

Lisa Holcomb
Kanabec County Recorder
317 Maple Ave. East, Suite 261B
Mora, MN 55051

If to TriMin:

Christine Billins
Account Executive
TriMin Systems, Inc.
2277 Hwy 36 West, Suite 250
Roseville, MN 55113

18. **Counterparts.** This Master Computer Software License Agreement 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 Master Computer Software License Agreement shall be deemed to be an original signature and sufficient to accomplish the purposes of this Master Computer Software License Agreement and compliance with applicable law.

19. **Entire Agreement: Modification.** This Agreement constitutes the full and complete understanding and agreement of the parties and supersedes any prior understanding or agreement between the parties. The terms of this Agreement shall prevail notwithstanding any conflicting terms or legends which may appear in the Licensed Software. No amendment, waiver, addition or modification of any provision of this Agreement or any Schedules incorporated hereunder shall be binding unless made in writing and signed by the parties hereto. The parties will execute any and all assignments, releases, or other documents necessary to effect the terms of the Agreement.

20. **Waiver.** No waiver of any term, condition, or covenant of this Agreement by a party shall be deemed to be a waiver of any subsequent breaches of the same or other terms, covenants, or conditions hereof by such party.

21. **Construction.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective or valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

22. **Insurance Requirements.** TriMin shall purchase, provide and maintain, at its own expense, such insurance as will protect TriMin from claims set forth below. Proof of such insurance shall be furnished to Kanabec County **prior to the commencement of any work** and shall be maintained throughout the life of this contract and shall be evidenced by the carriers certificates, filed with the County. TriMin shall supply the County with a list of subcontractors and shall verify and take responsibility for the subcontractor's proof of insurance. **Insurance shall be in force the first day of the Contract.** Insurance shall not be canceled, limited in scope of coverage or non-renewed until after Thirty (30) days written notice has been given to: **Kanabec County Recorder, 317 Maple Ave. East, Suite 261B, Mora, MN 55051.**

It is agreed that any insurance maintained by the County will not contribute with insurance provided by this policy. TriMin shall not commence work until TriMin has obtained required insurance and, where labor and material is involved, TriMin has filed an acceptable certificate of insurance with the Customer. All insurance policies shall be open to inspection by the Customer, and copies of policies shall be submitted to the Customer upon written request. The Customer is added as an additional insured. **The insurance certificate shall specify “Kanabec County” and the project name and include the following coverages:**

COMPREHENSIVE GENERAL LIABILITY

A single or combined limit occurrence based general liability insurance policy, which shall include a broad form comprehensive liability endorsement and a contractual endorsement, which shall include the following coverages at a minimum:

Bodily Injury/Property Damage	\$ 500,000 per person \$1,500,000 per occurrence
-------------------------------	---

AUTOMOBILE LIABILITY

A single or combined limit auto liability insurance policy for all owned, non-owned and hired vehicles, if any, using the provision of services under this contract, which shall include the following coverages at a minimum:

Bodily Injury/Property Damage \$ 500,000 per person
\$1,500,000 per occurrence

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The above subparagraphs establish minimum insurance requirements, and it is the sole responsibility of TriMin to purchase and maintain additional insurance that may be necessary in connection with this contract.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date written. Each party signing this Agreement warrants and represents he or she has the authority to bind its respective entity to the terms of this Agreement.

Dated: _____

TRIMIN SYSTEMS, INC.

By _____
Christine Billins, Account Executive

Dated: _____

KANABEC COUNTY

By _____
Lisa Holcomb, Kanabec County Recorder

Hosted Option with Trimin

1 FOR IMAGES - TO BE HOSTED

*Required Image Mover for Documents

OPTION 1 - One Time Fees

Image Migration - YR 1	\$6,000.00
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Image Mover License - YR1	\$4,000.00
---------------------------	------------

	\$10,000.00
--	-------------

OR

APPX - one time fee	\$25,000.00
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2 Ongoing Fees to Trimin - Year 2,3,4,5	\$6,200.00
---	------------

Image Mover Support	\$800.00 ←
---------------------	------------

	\$7,000.00
--	------------

	\$28,000.00
--	-------------

OR

Hosting - YR 1,2,3,4,5	\$9,000.00
------------------------	------------

	\$45,000.00
--	-------------

In-house hosting

Purchase servers	\$35,000.00
------------------	-------------

Budget annually	\$10,000.00
-----------------	-------------

IS costs



KANABEC COUNTY HOSTING PROPOSAL

February 2, 2024

TriMin Responsibilities (all hardware needs)

1. TriMin manages all land records servers and software for the county in a hosted environment (Amazon Web Services)
 - a. Software included – LandLink, LandShark, LightHouse, Land Notification, and LandScan
 - b. Server storage capacity at 250GB, additional cost if this is exceeded
2. TriMin provides server and application support, including all server software installation, security, updates, and patches
3. TriMin Imaging System included
 - a. Image export required
 - b. Utilize Image Mover and TriMin services for the image export
4. Daily backups of images and data
5. Data recovery solution
 - a. Recovery Point Objective – 24 hours or less
 - b. Recovery Time Objective – 24 hours or less

Kanabec County Responsibilities (workstations and peripheral hardware)

1. County PCs, Printers, Scanners, anti-virus software
2. Internet connection to hosted solution from within the county
3. Management of LandShark users



KANABEC COUNTY HOSTING PROPOSAL

February 2, 2024

Budgetary commitment

One-time fees:

Image Migration: \$6,000

Image Mover License: \$4,000

Annual fees:

Hosting: \$6,200

Image Mover (annual support): \$800

Option #1

Annual cost: \$9,000

Term: 5 years*; total commitment \$45,000

Option #2

One-time fee: \$10,000

Annual cost: \$7,000

Term: 5 years; total commitment \$45,000

*TriMin is absorbing up-front and one-time expenditures but allowing the county to make equal payments annually. A full 5-year commitment is required.



Optional Backup and Restore Testing

Cost: \$2,000 per test

- We are confident in our backup and restore solutions, however, with any technology like this, we do recommend testing and ensuring that it continues to work as you would expect and need it to, should your county experience a loss and require a full restore.
- As a best practice, TriMin recommends this test to be performed regularly.
- This test simulates a disaster with all production systems active on the disaster recovery servers.

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: _____

TRIMIN SYSTEMS, INC.

By _____
Christine Billins, Account Executive

Dated: _____

KANABEC COUNTY

By _____
Lisa Holcomb, Recorder

Appendix A

TriMin Hosting Service Data and Disaster Recovery Plan

Goals

The major goals of our Data and Disaster Recovery Plan are as follows:

- To minimize interruptions to the normal operations.
- To limit the extent of disruption and damage.
- To minimize the economic and impact of the interruption.
- To minimize the impact on customer service.
- To train personnel with emergency procedures.
- To provide for smooth and rapid restoration of service.

Personnel

Support Personnel On-Call			
Name	Position	Address	Telephone
Heidi Uscensky	TriMin Support	support@triminsystems.com	855-636-7667
Dawn Boeckman	TriMin Support	support@triminsystems.com	855-636-7667
Ben Smith	TriMin Technical Support	ben.smith@triminsystems.com	651-604-3623
Matt Woolsey	IT Operations Coordinator	Matt.Woolsey@triminsystems.com	651-402-9057 (after hours)
Erin Hultgren	Product Manager	Erin.Hultgren@triminsystems.com	952-484-1106 (after hours)

Application and Inventory Profile

The following applications are hosted by TriMin and are included in this Data and Disaster Recovery Plan.

Application name	Critical Yes / No	Server	Comments
LandLink	Yes		
LightHouse	Yes		
LandShark	Yes		
LandScan	No		While this is not considered a critical application, it is vital for efficient production at County. TriMin will restore this application as soon as possible. Critical applications will be higher in priority.
Land Notification	No		
SQL Server	Yes		
Image Storage Server	Yes		

Backup Procedures

All backups (Nightly/Weekly/Monthly) are being replicated to a different location hosted by Amazon Web Services.

Application Name	Backup Frequency	Comments
LandLink	Weekly full save followed by single incremental save at 1AM with 30-day retention;quarterly full save with a one-year retention; and annual full save retained 5 years.	Data is stored on the SQL Server
LightHouse	Weekly full save followed by single incremental save at 1AM with 30-day retention;quarterly full save with a one-year retention; and annual full save retained 5 years.	Data is stored on the SQL Server
LandShark	Weekly full save followed by single incremental save at 1AM with 30-day retention;quarterly full save with a one-year retention; and annual full save retained 5 years.	Data is stored on the SQL Server
LandScan	Weekly full save followed by single incremental save at 1AM with 30-day retention;quarterly full save with a one-year retention; and annual full save retained 5 years.	Data is stored on the SQL Server
Land Notification	Weekly full save followed by single incremental save at 1AM with 30-day retention;quarterly full save with a one-year retention; and annual full save retained 5 years.	Data is stored on the SQL Server
SQL Server	Weekly full save followed by single incremental save at 1AM with 30-day retention;quarterly full save with a one-year retention; and annual full save retained 5 years.	
Image Storage Server	Weekly full save followed by single incremental save at 1AM with 30-day retention;quarterly full save with a one-year retention; and annual full save retained 5 years.	

Data Recovery Procedures

Application name	Procedure	Comments
LandLink	If data needs to be recovered, the system would be restored back to 1AM of the current day.	The county may lose up to one business day of data. After 4 hours of troubleshooting without resolution, TriMin will execute a system restore from backup.
LightHouse	If data needs to be recovered, the system would be restored back to 1AM of the current day.	The county may lose up to one business day of data. After 4 hours of troubleshooting without resolution, TriMin will execute a system restore from backup.
LandShark	If data needs to be recovered, the system would be restored back to 1AM of the current day.	The county may lose up to one business day of data. After 4 hours of troubleshooting without resolution, TriMin will execute a system restore from backup.
LandScan	If data needs to be recovered, the system would be restored back to 1AM of the current day.	The county may lose up to one business day of data. After 4 hours of troubleshooting without resolution, TriMin will execute a system restore from backup.
Land Notification	If data needs to be recovered, the system would	The county may lose up to one business day of data. After 4 hours of troubleshooting without resolution, TriMin will execute a system restore from backup.

Disaster Recovery Procedures

TriMin utilizes Amazon Web Services (AWS) for server hosting. AWS provides redundant server environments. If a disaster occurs at one of the AWS Data Centers, there is automatic fail over to a redundant data center in another region. If needed, TriMin can re-install software and restore to the latest data backup.

Testing the Disaster and Data Recovery Plan

The Disaster and Data Recovery Plan should be tested before go-live and again on an annual basis.

- County runs reports and key inquiries in production at the end of the day.
- Designate new test servers to be used during the test.
- Restore test servers to the server snapshots that were created at 1 A.M. of the current day.
- Application testing, run reports, etc. Compare inquiry results and test reports to the reports and inquiries that were run in production on the previous day.
- Turn off the test servers that were used during the test.

Schedule A – Licensed Software Order Form

Licensors
TriMin Systems, Inc. 2277 Hwy 36 West Suite 250 Roseville, MN 55113
Contact: Christine Billins Account Executive

Customer
Kanabec County Recorder 317 Maple Ave. East, Suite 261B Mora MN 55051
Contact: Lisa Holcomb Kanabec County Recorder

Order Form Number	Date		
004	03/15/2024		

<u>Licensed Software:</u>
<ul style="list-style-type: none">Image Mover Application

<u>License Fee/Shipping/Taxes:</u>	
Total Software:	\$4,000.00
Shipping:	\$0.00
Sales Tax:	\$0.00
Total Software:	\$4,000.00

Schedule A – Licensed Software Order Form

Payment Terms: Upon execution of the Master Computer Software License Agreement, or, where applicable, upon execution of a subsequent order form, Customer shall pay all amounts identified under "License Fee/Shipping/Taxes." All payments to TriMin shall be made in United States dollars to TriMin's address specified above. Customer shall also pay any tax (and any related interest and penalties) imposed as a result of the existence or operation of this Agreement, including any tax which Customer is required to withhold or deduct from payments to TriMin, except any such tax constituting an income tax imposed upon TriMin by any governmental entity within the United States proper (the fifty (50) states and the District of Columbia).

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date written.

Dated: _____

TriMin Systems, Inc

By _____
Christine Billins, Account Executive

Dated: _____

Kanabec County

By _____
Lisa Holcomb, Recorder

Schedule B – Services Schedule Agreement

Licensors
TriMin Systems, Inc. 2277 Hwy 36 West Suite 250 Roseville, MN 55113 Contact: Christine Billins Account Executive

Customer
Kanabec County Recorder 317 Maple Ave. East, Suite 261B Mora MN 55051 Contact: Lisa Holcomb Kanabec County Recorder

Agreement Number	Date		
S03152024-4	03/15/2024		

Services:

- Image Mover Application: Installation, training and go-live
- Image Migration
 - Utilize Image Mover and TriMin services for the image export
 - Use Image Mover to export one image file per document number in LandLink

Service Fees:

Installation, Training and Go-Live:	\$6,000.00
Shipping:	\$0.00
Total Installation:	\$6,000.00

Schedule B – Services Schedule Agreement

Payment Terms: Payment in full is due upon completion of Services.

Other Terms: TriMin will perform Services remotely unless Customer requests that Services be performed at Customer's principal place of business. No additional expenses are expected for the performance of Services remotely. For all Services performed at Customer's principal place of business, Customer shall reimburse TriMin for all reasonable and customary out-of-pocket expenses, including, without limitation, mileage, airfare, hotel, car rental, meals and travel time per quote. The Travel Expenses noted above is an estimate and rates are subject to change if the Services Schedule Agreement is not accepted with 45 calendar days from its issuance to Customer. Except for Payment Terms and these Other Terms, this Services Schedule Agreement is governed by the Master Computer Software License Agreement between the parties.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date written.

Dated: _____

TriMin Systems, Inc

By _____
Christine Billins, Account Executive

Dated: _____

Kanabec County

By _____
Lisa Holcomb, Recorder

Kanabec County LandShark GIS Integration Statement of Work December 13, 2023

Project Description

- Provide base URL for use by Kanabec County's GIS application. When a user clicks on the URL in GIS, they are taken to the corresponding Parcel ID search results screen in LandShark.
 - The user may be required to create an account and/or login to LandShark before viewing the records in LandShark. This login process is required only once per session.

Project Assumptions

- This project will be performed remotely
- Kanabec County will manage links in GIS.
- TriMin will enable the PID search in LandShark

Fixed Bid.....\$1,800.00

Payment terms are Net 10 days from invoice date.

**Accepted and Agreed for
Kanabec County, MN:**

**Accepted and Agreed for
TriMin Systems, Inc:**

Signed By: _____

Signed By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Lisa Holcomb

From: Sarah Dickmeyer <sdickmeyer@schneidergis.com>
Sent: Tuesday, December 19, 2023 12:54 PM
To: Lisa Holcomb
Subject: FW: Beacon Kanabec County, MN

Hi Lisa,

I was just making sure you received this email? If you have any questions, please just let me know!

Thanks,
Sarah



Sarah Dickmeyer | Client Success Manager
515-446-9695 | [SchneiderGIS.com](https://www.schneidergis.com)
Support: 866-362-6789 | support@schneidergis.com

From: Sarah Dickmeyer <sdickmeyer@schneidergis.com>
Sent: Monday, December 11, 2023 11:00 AM
To: lisa.holcomb@co.kanabec.mn.us
Cc: Sarah Dickmeyer <sdickmeyer@schneidergis.com>; Tina VonEschen <tina.voneschen@co.kanabec.mn.us>; ryan.carda@co.kanabec.mn.us
Subject: RE: Beacon Kanabec County, MN

Hi Lisa,

Support informed me of the request for integrating LandShark with Beacon. We would have a one-time set up cost of \$3,800 for this addition. This would add an integrated TriMin LandShark module to the reports page on your Beacon site which will allow users to open your LandShark system and view all documents that are related to the parcel they have selected.

Freeborn County has this added, but it's only visible to registered users. Below is an example of how that's displayed from the report page:



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, a Delaware Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **Kanabec County, Minnesota**, whose place of business is: 317 Maple Avenue East, Mora, MN 55051 ("CLIENT").

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

A. **Beacon Add-Ons**

a. Additional components elected by CLIENT:

a) **TriMin LandShark Integration Module**

PROFESSIONAL will add an integrated TriMin LandShark module to reports on CLIENT's **Beacon** site which will allow users to open CLIENT's LandShark system and view all documents that are related to the parcel they have selected.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. **Beacon Add-Ons**

a. **One-time Setup Cost:** **\$3,800**

Setup items:

TriMin LandShark Integration: Included

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termsofservice>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

HEADQUARTERS
Historic Fort Harrison
8901 Otis Avenue, Suite 300
Indianapolis, IN 46216

Ankeny, Iowa
1450 Southwest Vintage Parkway
Suite 260
Ankeny, IA 50023

4 Term, Termination and Renewal. The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT. PROFESSIONAL reserves the right to update the pricing applicable to this Agreement after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide prior written notice to CLIENT of any pricing adjustments applicable to any such renewal and/or subsequent terms.

5 Additional Data Hosting. PROFESSIONAL's website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

6 Assignment. PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon fifteen (15) days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

7 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

8 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

9 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through February 29, 2024.

PROFESSIONAL:
Schneider Geospatial, LLC

By: _____

Print: Jeff Corns, GISP

Title: President

Date: _____

CLIENT:
Kanabec County, Minnesota

By: _____

Print: _____

Title: _____

Date: _____

Daily Fee Transaction Report

01/01/2024 - 02/29/2024

Issuance Office - KANABEC COUNTY RECORDER

Transaction Type - CERTIFIED BIRTH CERTIFICATE - (121 Qty) 106 Base Qty

CERTIFIED BIRTH CERTIFICATE	\$ 984.00
VITAL RECORDS SURCHARGE	\$ 484.00
CHILD SURCHARGE	\$ 363.00
BIRTH CERTIFICATE SURCHARGE	\$ 1,210.00

Transaction Type - CERTIFIED DEATH CERTIFICATE (FACTS OF DEATH) - (13 Qty) 3 Base Qty

CERTIFIED DEATH CERTIFICATE(FACTS OF DEATH)	\$ 47.00
VITAL RECORDS SURCHARGE	\$ 52.00

Transaction Type - CERTIFIED BIRTH CERTIFICATE (VA) - (2 Qty) 2 Base Qty

VA BIRTH CERTIFICATE	\$ 0.00
VITAL RECORDS SURCHARGE	\$ 0.00
CHILD SURCHARGE	\$ 0.00

Transaction Type - CERTIFIED DEATH CERTIFICATE (VA) - (17 Qty) 17 Base Qty

VA DEATH CERTIFICATE	\$ 0.00
VITAL RECORDS SURCHARGE	\$ 0.00

Transaction Type - CERTIFIED DEATH CERTIFICATE (CAUSE OF DEATH) - (362 Qty) 64 Base Qty

CERTIFIED DEATH CERTIFICATE(CAUSE OF DEATH)	\$ 1,172.00
VITAL RECORDS SURCHARGE	\$ 1,448.00

TOTAL BIRTH CERTIFICATE SURCHARGE	\$ 1,210.00
TOTAL CERTIFIED BIRTH CERTIFICATE	\$ 984.00
TOTAL CERTIFIED DEATH CERTIFICATE(CAUSE OF DEATH)	\$ 1,172.00
TOTAL CERTIFIED DEATH CERTIFICATE(FACTS OF DEATH)	\$ 47.00
TOTAL CHILD SURCHARGE	\$ 363.00
TOTAL VA BIRTH CERTIFICATE	\$ 0.00
TOTAL VA DEATH CERTIFICATE	\$ 0.00
TOTAL VITAL RECORDS SURCHARGE	\$ 1,984.00

Lisah
3/14/24 9:56AM

**** Kanabec County ****



REVENUES & EXPENDITURES BY PROG, DEPT, AND FUND AS OF 02/2024

Page 2

Report Basis: Cash

<u>Element</u>	<u>Description</u>	<u>Account Number</u>		<u>Current Month</u>	<u>Year- To- Date</u>	<u>Budget</u>	<u>% of Bdgt</u>	<u>% of Year</u>
1 FUND	General Revenue Fund							
101 DEPT	County Recorder							
0 PROGRAM	No Program		Revenue	5,062.50-	13,978.00-	76,400.00-	18	17
			Expend.	14,488.43	32,420.26	189,939.00	17	17
			Net	9,425.93	18,442.26	113,539.00	16	17
38 PROGRAM	Landshark (Recorder)		Revenue	2,785.75-	5,171.25-	25,000.00-	21	17
			Expend.					17
			Net	2,785.75-	5,171.25-	25,000.00-	21	17
101 DEPT	County Recorder	Totals:	Revenue	7,848.25-	19,149.25-	101,400.00-	19	17
			Expend.	14,488.43	32,420.26	189,939.00	17	17
			Net	6,640.18	13,271.01	88,539.00	15	17
1 FUND	General Revenue Fund	Totals:	Revenue	7,848.25-	19,149.25-	101,400.00-	19	17
			Expend.	14,488.43	32,420.26	189,939.00	17	17
			Net	6,640.18	13,271.01	88,539.00	15	17
FINAL TOTALS	17 Accounts		Revenue	7,848.25-	19,149.25-	101,400.00-	19	17
			Expend.	14,488.43	32,420.26	189,939.00	17	17
			Net	6,640.18	13,271.01	88,539.00	15	17

Documents 369

19 free tax liens, oaths, Appts.

10:35am Appointment

March 19, 2024

REQUEST FOR BOARD ACTION

a. Subject: EDA Updates	b. Origination: Kanabec County EDA
c. Estimated time: 20 Minutes	d. Presenter(s): EDA Director, Jim Hartshorn

e. Board action requested:

- a. Review of EDA Strategic Plan 2024 – 2026
- b. Review/Approve the following programs:
 - i. Resolution approving the attached grant programs
 - ii. Affordable Housing Rehabilitation Program
 - iii. Affordable Housing GAP Financing Program
- c. Review of EDA Updates

f. Background:

- a. At the Kanabec County Board of Commissioners meeting dated January 16, 2024, the Board requested some changes to the EDA Strategic Plan. See attached revised EDA Strategic Plan.
- b. The Board also requested EDA Director Hartshorn to use funds from the State's Affordable Housing Aid Program to draft the following two programs:
 - i. Affordable Housing Rehabilitation Program – see attachment
 - ii. Affordable Housing GAP Financing Program - see attachment
- c. EDA Director Hartshorn will present recent EDA Updates.

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

KANABEC
COUNTY

KANABEC
COUNTY
Minnesota

EDA

KANABEC COUNTY EDA STRATEGIC PLAN



2024 – 2026

KANABEC COUNTY EDA COMMERCIAL/INDUSTRIAL DEVELOPMENT:



ACTION STEPS:

1. Continue the Business Retention & Expansion (BRE) Program with East Central Regional Development Commission (ECRDC) and related partners to establish expansion, work force and training needs.
2. Assist communities with funding and marketing redevelopment sites.
3. Maintain county-wide vacant buildings/land available property list.
4. Market vacant buildings/land through community outreach, East Central Development Partnership (formerly known as GPS 45:93) LocationOne.
5. Maintain EDA Website - funding/technical programs.
6. Work with the East Central Development Partners Marketing Committee on regional marketing efforts.
7. Participate in "Familiarization" events & tours for site selectors, real estate agents and other influences to show case the region.
8. Participate in the regional job fair hosted by GPS 45:93 to engage/encourage high school, retired community, ex-offenders to provide additional labor force.
9. Celebrate Manufacturing Month (October) – co-sponsor w/City of Mora an appreciation lunch and tour of a manufacturing facility.



OUTCOME:

1. Decreased vacancy rate in commercial and industrial districts.
2. Population increases in Kanabec County.
3. Fewer vacant buildings.
4. Increased tax base.
5. Stronger partnerships with cities/townships/county.



KANABEC COUNTY EDA HOUSING DEVELOPMENT:



ACTION STEPS:

1. Connect with local and non-local housing developers to make them aware of opportunities for new housing development projects and incentives.
2. Investigate possible funding sources, such as a Housing Trust Fund (HTF). Incentive for affordable housing projects.
3. Maintain positive relationships with Mora HRA/EDA and all other communities within Kanabec County.
4. Maintain list of available land for new housing developments.
5. Continue to provide tours of possible land for new housing development projects to housing developers.
6. Reach out to local Real Estate professionals to make them aware of possible housing opportunities and funding resources.
7. Conduct outreach to communities with platted undeveloped properties to understand what barrier might exist that is preventing development.



OUTCOME:

1. Increased all types of housing from affordable, senior to market rate.
2. Letters of support for proposed housing projects.
3. Additional sites on the list of available land for more housing projects.
4. More funding options available for housing projects.



KANABEC COUNTY EDA BROADBAND DEVELOPMENT:



ACTION STEPS:

1. Continue partnership with East Central Energy (ECE) on broadband development.
2. Continue to reach out to ECE for monthly updates.
3. Draft letters of support as needed for possible grant funding.



OUTCOME:

1. Anyone who wants broadband in the county can get it.
2. Improved broadband access map that indicates areas that are served, underserved, or unserved shows entire county served.
3. More employees working from home.



KANABEC COUNTY EDA CHILD CARE GROWTH OPPORTUNITIES:



ACTION STEPS:

1. Continue to participate with newly created public and private sector committee to seek opportunities to expand child care facilities.
2. Investigate other communities child care programs for new ideas.
3. Conduct Business Retention & Expansion visits to local child care facilities.
4. Identify possible new locations for child care facilities and the expansion of existing facilities.
5. Consider Pod model – multiple child care providers located in one space.
6. Establish local partnerships – businesses pay to reserve slots for their employees.
7. Continue to work with organizations like DEED and the Initiative Foundation on providing grants for training, licensing fees and supplies.



OUTCOME:

1. Increase in slots available to families/children.
2. All childcare providers have been visited.
3. A location for a new childcare facility has been located.
4. Local partnerships have been established.



KANABEC COUNTY EDA ADVOCACY:



ACTION STEPS:

1. Provide support for state, county, and city projects such as Highway 23 and 65 Coalitions, attend their Annual Meeting, HWY. 23 and 65 Coalition Day at the Capitol, etc...



OUTCOME:

1. Meetings are attended and information shared with the EDA Board.



KANABEC COUNTY EDA MARKETING EFFORTS:



ACTION STEPS:

1. Continue involvement in the following organizations to market Kanabec County to commercial, industrial, and housing developers:
 - a. MN Dept of Employment & Econ Development (DEED)
 - b. MNCAR
 - c. EDAM
 - d. Site Selectors
 - e. DEED's Launch MN
 - f. Initiative Foundation
 - g. MN Housing Partnership
 - h. MN Marketing Partnership
 - i. East Central Development Partnership (GPS 45:93)
 - j. East Central Regional Development Commission
2. Investigate possible funding to overlay Willard Munger State Trail.



OUTCOME:

1. Attended various events, conferences and committee meetings to spread the word about Kanabec County.
2. Checked with the State of Minnesota about grant funding for a bike path and helped start the task force.

WHEN YOU SUPPORT
A SMALL BUSINESS,
YOU'RE SUPPORTING
A DREAM.



KANABEC COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION CREATING:

- 1. AFFORDABLE HOUSING REHAB PROGRAM**
- 2. AFFORDABLE HOUSING GAP FINANCING PROGRAM**

WHEREAS, Kanabec County, Minnesota has a need for affordable housing programs that provides eligible homeowners, rental property owners and housing developers financial assistance to make basic repairs to their homes or rental property or build housing development projects.

WHEREAS, Affordable Housing Rehab Program eligible improvements include improvements for handicapped accessibility, correct local or state code deficiencies, blight removal, repairs to roofs, new siding, painting, insulation, mechanical systems, windows and doors, concrete or masonry work, additions, accessibility features, demolition to allow new construction or other permanents improvements. Other improvements as approved by the EDA.

WHEREAS, Affordable Housing Development Program grant recipients must use the grant funds to improve affordable housing located in Kanabec County. Housing Developers can apply for a matching grant to be used for gap financing to build owner occupied or rental single-family detached homes, duplexes, three or four-plex houses are eligible projects.

WHEREAS, grant recipients must meet low-income guidelines. Affordable Household Income cannot exceed:

- For homeownership projects, 115% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development.
- For rental housing projects, 80% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development.

NOW, THEREFORE, BE IT RESOLVED the Kanabec County Board of Commissioners hereby approve of an Affordable Housing Rehab Grant Program, and an Affordable Housing Development Program for the purpose of housing rehabilitation and new affordable housing development.

, Chairman

, Clerk

Date

Drafted by:

KANABEC COUNTY AFFORDABLE HOUSING REHABILITATION PROGRAM GUIDELINES

Program Description: This matching grant program is designed to assist homeowners to maintain or improve their properties by offering a matching grant. The program is administered by the Kanabec County EDA. Housing developed or rehabilitated with funds under this program must be affordable to the local work force.

Eligible Projects/Properties: All properties must be located within Kanabec County and must be affordable to households with incomes which do not exceed:

- For applicants who are rehabilitating their own home, their income must not exceed 80% of the Kanabec County's median income (AMI)
- For applicants who own rental income property, all renter's incomes must not exceed 80% of Kanabec County's median income (AMI).

Eligible Improvements: Eligible work shall include the following repairs or replacement:

1. Improve the exterior of the property.
2. Correct local or state code deficiencies.
3. Complete system improvements such as HVAC, electrical and plumbing.
4. Demolition and removal of blight.
5. Other repairs or replacements as approved by the EDA.

Ineligible Improvements: Ineligible work shall include:

1. Recreational or luxury improvements, such as a swimming pool or jacuzzi.
2. Working capital.
3. Labor costs including "sweat equity".
4. Debt service and refinancing existing debts.
5. Other work items determined by EDA to be ineligible.

Grant Amount: The minimum matching grant amount is \$5,000 and is a 2-1 matching grant. In others words the minimum project cost would need to total \$7,5000 (County's portion is \$5,000 and the home-owner's portion is \$2,500). The maximum grant amount is \$10,000.

Disbursement Process: Grants are awarded on a first-come, first-serve basis, as funds are available.

Work Completion: Weather permitting, all work must be completed and approved within six months of grant approval.

Process:

- Call the Kanabec County EDA office at 320-209-5031 to see if there are funds available and schedule a meeting to review your project with the EDA Executive Director.
- Online applications at www.kanabecounty.org/eda
- Fill out attached application and either email it back to EDA office at james.hartshorn@co.kanabec.mn.us or send it to EDA Office at 317 Maple Ave E, Ste 261B, Mora, MN 55051
- The Kanabec County EDA Board will review the application and make a recommendation to the County Board of Commissioners.
- The Kanabec County Board of Commissioners will approve or deny the application.

Information you will need to provide with your application:

- Proof of Income (Attach last two years of income tax returns)
- If grant funds are used for demolition the applicant will need to provide a blight removal plan pre-approved by a Local Unit of Government.
- Proof of Homeowner's Insurance
- Proof/Availability of Matching Funds
- Copy of Mortgage
- Copy of Deed
- Quotes for project (Rehabilitation)

KANABEC COUNTY AFFORDABLE HOUSING REHABILITATION PROGRAM GUIDELINES

Program Description: This matching grant program is designed to assist homeowners to maintain or improve their properties by offering a matching grant. The program is administered by the Kanabec County EDA. Housing developed or rehabilitated with funds under this program must be affordable to the local work force.

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1. Improve the exterior of the property.
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3. Complete system improvements such as HVAC, electrical and plumbing.
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2. Working capital.
3. Sweat equity.
4. Debt service and refinancing existing debts.
5. Other work items determined by EDA to be ineligible.

Grant Amount: The minimum matching grant amount is \$5,000 and is a 2-1 matching grant. In others words the minimum project cost would need to total \$7,5000 (County's portion is \$5,000 and the home-owner's portion is \$2,500). The maximum grant amount is \$10,000.

Disbursement Process: Grants are awarded on a first-come, first-serve basis, as funds are available. Applications will be accepted starting May 2024.

Work Completion: Weather permitting, all work must be completed and approved within one year of grant approval.

Process:

- Call the Kanabec County EDA office at 320-209-5031 to see if there are funds available and schedule a meeting to review your project with the EDA Executive Director.
- Online applications at www.kanabecounty.org/eda
- Fill out attached application and either email it back to EDA office at james.hartshorn@co.kanabec.mn.us or send it to EDA Office at 317 Maple Ave E, Ste 261B, Mora, MN 55051
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- Proof of Homeowner's Insurance
- Proof/Availability of Matching Funds
- Copy of Mortgage
- Copy of Deed
- Quotes for project (Rehabilitation)

KANABEC COUNTY AFFORDABLE HOUSING GAP FINANCING PROGRAM GUIDELINES

PROGRAM DESCRIPTION:

The primary purpose of the Kanabec County Affordable Housing Development Program is to assist in financing the production and preservation/stabilization of **affordable** housing projects in Kanabec County. The program will provide grants to for-profit housing developers and non-profit housing developers for gap-funding necessary for the creation of new Affordable Workforce Housing (both rental and owner-occupied). Projects funded by the program shall be dispersed throughout the County.

NEEDS AND PRIORITIES OF THE HOUSING DEVELOPMENT PROGRAM:

Target Population:

- Low Income: gross household income at or below 80% of AMI, but more than 50% of AMI.

ELIGIBLE PROJECTS:

- Gap Financing for eligible projects.
- Acquisition and/or improvements of land and buildings.
- New Construction or renovation of existing facilities.
- Demolition and site preparation.
- Single- and multi-family new construction, single- and multi-family rehabilitation, new senior housing or 55+ housing construction.
- Housing projects that increase or preserve the tax base of local units of government.
- Projects that redevelop or renew blighted areas to encourage redevelopment of housing areas that result in high quality redevelopment, private investment, and an increase in the County tax base.
- To offset increased costs of redevelopment (i.e. contaminated site cleanup) over and above the costs normally incurred in development.
- Help to finance or provide public infrastructure to accommodate housing development.

GRANT AMOUNT:

- Work started on the project is not permitted until grant funds are awarded.
- The minimum matching grant amount is \$10,000. The maximum grant amount is \$25,000.
- Project must be completed before funds will be disbursed.

WORK COMPLETION:

- Weather permitting, all work must be completed and approved within one year of grant approval. Reasonable extensions may be considered by the Grant Fund Committee if needed.

PROCESS:

- Contact Kanabec County EDA Office at 320-209-5031 to check on funding availability, discuss project and review application.
- Fill out and email application to james.hartshorn@co.kanabec.mn.us or bring in or send application to EDA Office at 317 Maple Ave E, Ste 261B, Mora, MN 55051.
- The Kanabec County Grant Fund Program Committee will review the application and make a recommendation to the Kanabec County Board of Commissioners.
- The Kanabec County Board of Commissioners will approve or deny the application.
- The Kanabec County EDA Executive Director will get in touch with the application regarding the County Boards decision and to discuss the next steps.

KANABEC COUNTY AFFORDABLE HOUSING GAP FINANCING PROGRAM GUIDELINES

PROGRAM DESCRIPTION:

The primary purpose of the Kanabec County Affordable Housing Development Program is to assist in financing the production and preservation/stabilization of **affordable** housing projects in Kanabec County. The program will provide grants to for-profit housing developers and non-profit housing developers for gap-funding necessary for the creation of new Affordable Workforce Housing (both rental and owner- occupied). Projects funded by the program shall be dispersed throughout the County.

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- To offset increased costs of redevelopment (i.e. contaminated site cleanup) over and above the costs normally incurred in development.
- Help to finance or provide public infrastructure to accommodate housing development.

GRANT AMOUNT:

- Work started on the project is not permitted until grant funds are awarded.
- The minimum matching grant amount is \$10,000. The maximum grant amount is \$25,000.
- Project must be completed before funds will be disbursed.

WORK COMPLETION:

- Weather permitting, all work must be completed and approved within two years of grant approval. Reasonable extensions may be considered by the Grant Fund Committee if needed.

PROCESS:

- Contact Kanabec County EDA Office at 320-209-5031 to check on funding availability, discuss project and review application.
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- The Kanabec County Board of Commissioners will approve or deny the application.
- The Kanabec County EDA Executive Director will get in touch with the application regarding the County Boards decision and to discuss the next steps.

Kanabec County EDA Updates

3/19/2024

1. Strategic Plan 2024 – 2026:

- a. Please see the attached latest version of the Strategic Plan for review at the next Kanabec County Board of Commissioners meeting.

2. Commercial/Industrial Development:

- a. Recently held a business, retention and expansion visit with Nate Larson, President of Redstone Construction Company. They have 25 employees in non-summer months and will add approximately 75 more employees to their summer roster. We talked about possible expansion in a few years and reviewed several programs that could be helpful in a future expansion project.
- b. I met with a developer interested in Mora's vacant downtown mixed-use (former Feed Mill site). I reviewed his pro-forma and site plans. It was determined that the financial gap was too extreme, so we are working on a new proposal that would include three stories of workforce housing with approximately 800 square feet of commercial. Kirsten Faurie and I presented his proposal to Mora's EDA Board. They tabled the decision for now until his proforma and development information is rewritten that will include funding the financial gap with DEED workforce housing grants.
- c. I have been working with the president of Northstar Pontoon on a possible expansion project. I reviewed his proforma information and new site plan. The project includes purchasing a lot in Mora's industrial park and building a new facility. His plan is manufacture 350 new pontoon boats per year and more as the requests for new boats increase. Kersten Faurie and presented a concept plan to the Mora EDA Board. They would like us to follow up on some of their concerns before bringing the project back for discussion.
- d. I have reviewed projects that involve three new potential Mora Industrial Park projects/sales. Mora City staff and I have been busy meeting and discussing funding options, amenities, soil conditions, development requirements, etc. with these prospects and hope to bring them before the Mora EDA and City Council soon for approvals on the sale of these industrial lots.
- e. FYI. Mary Keintop has purchased the building at 125 Railroad Avenue in Mora (formerly Midwest Environmental Consulting). Renovations are ongoing as the new owner plans

to open a bar also serving pizza and appetizers. They are in the process of getting their liquor license and all the appropriate inspections. They hope to open in May.

- f. Nordenstrom Construction, which is located at 1828 Hwy. 65 is selling their building and property. I am hoping to tour the facility soon. There are three entrepreneurs already interested in this space. I am planning to meet with these business prospects soon.
- g. Continued working with the SBDC to schedule Business Retention and Expansion visits. Our next one is scheduled for April 8, 2024.
- h. Recently met with a The President of Northern Pontoon to discuss a possible expansion project. We met with representatives from the SBDC, DEED and the Mora EDA to discuss the next steps to make expansion possible.
- i. I am working with Kirsten Faurie, City of Mora on another industrial prospect interested in land in the Moar industrial park.
- j. Attended a Community Venture Network Event and as a result sent industrial land information to two prospects and invited them to visit Kanabec County. Have not heard back from them yet.
- k. Kirsten Faurie and I have had discussions with a hotel/commercial developer who we provided a tour of Mora. He mentioned that his group of investors liked the property on south Hwy. 65, but will need to wait for the rates to drop before funding a feasibility study.

3. **Housing Development:**

- a. At the last meeting, we discussed using the State Affordable Housing Aid Program funds to create a new Affordable Housing Grant program. The EDA Board supported the idea, so I brought the idea to the County Commissioners for discussion. They directed me to draft two programs. See **attached** drafts of two new affordable housing programs.
 - i. Affordable Housing Rehabilitation Program
 - ii. Affordable Housing GAP Financing Program
- b. I met with the Peace Township Board at their regular meeting in February to provide an EDA update, present the EDA Strategic Plan items and discuss possible membership to the EDA. I also introduced a developer that was interested in a possible housing development in Peace Township. The meeting was intended for information before the developer decides to spend money on a feasibility study. The Board mentioned they do

NOT support a large-scale project but might be open with a smaller townhome or single-family housing project. The developer mentioned he would discuss the information he received with his investors and let me know what they decide.

- c. A consultant from Blue Waters Company mentioned that they are pushing the recently approved 24-unit town home project in Ogilvie to next year, as the rates are too high to start the project this year.
- d. The manufactured homes developer that met with the EDA Board at their last meeting to discuss a proposal that included adding 14 double-wide manufactured homes in Ogilvie was not approved for a DEED grant this year. He mentioned that he thinks he has a better chance next year and will re-apply for a lesser amount next year.
- e. Redevelopment of the former Mora High School – as you know, Kirsten Faurie and I presented a possible RFP (twice) to the Mora School Board in hopes of working with them to redevelop 15 acres owned by the School District. Unfortunately, they decided to market the property themselves. They sent us a copy of their RFP that they drafted (using our RFP) and mentioned that we could send it to developers who might be interested. I sent their RFP to several developers and hopefully one of them will work out.
- f. I attended various housing conferences, including ECHO, MNCAR, DEED, and EDAM to identify funding sources for possible housing prospects.
- g. Senior Housing Project (MASA House II) – you may recall, the EDA Board heard a presentation from Skip Duchesneau Jr., President of D. R. Jones to discuss need support for a grant through MN Housing. Unfortunately, they did not receive the funding for this year, but mentioned that he plans to re-apply next year.
- h. Downtown Apartment/Commercial Project – You may recall, the EDA heard a presentation from Vincent Fashemo, President of Triple Tee, LLC. Mr. Fashemo was interested in purchasing a .25-acre lot (Union and Forest Street) owned by the City of Mora to construct a mixed-use apartment/commercial project. After meeting with a local bank and reviewing his pro-forma information, he determined that the rates are currently too high, which is creating a sizable financial gap in the project. We will continue to work with him when the rates decline.
- i. Senior/Memory Care Housing Project – Staff has been working with a developer who is interested in one of the lots owned by the Mora School district (but is open to discussing other lots). Their project would include 24-units for senior housing, including seven units for memory care. They are waiting for the rates to decline before spending money on market study, pro-forma, and site plans. They mentioned the timeline would be for 2025.

- j. I reached out to four housing developers that I spoke to at various conferences. They reviewed various properties that I sent them and agreed to a site tour this summer.

4. Broadband Expansion

- a. Nothing new to report this month. If you would like to receive a copy of their newsletter, please let me know and I will ask ECE to put you on their mailing list.

5. Childcare Capacity Development

- a. The Childcare Team has established a regular schedule to meet monthly and take action steps to support existing childcare providers and grow capacity. The Team decided that the new Strategic Plan Items for this year will include:
 - i. Increase summer care slots for school-age children.
 - ii. Strengthen partnerships with Kanabec County Childcare Licensing team.
 - iii. Increase the number of childcare providers.
 - iv. Support existing providers, specifically by promoting resources and educational opportunities.

Kirsten and Tara Hallberg of Child Care Aware met with and provided resources to Mora Public Schools regarding their community ed childcare program.

- b. I connected with other communities to research new ideas. I found out that everyone seems to be in the same situation. I found that there are many ways to create more capacity, but most involve some sort of startup funding from government resources. Locally our team is discussing the idea of a public/private partnership to fund a facility.
- c. Kirsten Faurie and I met with Sadie Broekemeier, President of Recovering Hope to discuss their childcare program. She mentioned that they can only provide childcare for the residents who are staying there, but would be open to somehow expanding or adding a new facility if the State would allow it.
- d. Kirsten and I researched various properties that might be a good fit for a new facility, which we will review with the team at their next meeting.
- e. The team heard a presentation from Rebecca Young, County Administrator from Stevens County. She provided their experiences creating a 4-under one roof model that uses joint kitchen space, bathrooms and play area. She mentioned that they used ARPA funds to fund the project. We are researching a possible joint effort between public and

private sector participants to fund a facility. She mentioned that Fergus Falls used a former Target store to be used as facility that had a play area indoors.

- f. Child Care Challenges: The Center for Rural Policy & Development and the Citizens League hosted an online informational event, “Interconnected: An Update on Minnesota’s Child Care Challenges.” This event provided the Childcare Team an update on some of the data and economic impacts childcare availability is having in Minnesota communities.

6. Marketing Efforts

- a. I recently attended the following events, events, and conferences:
 - i. Community Venture Network
 - ii. Launch MN Marketing (zoom) Meeting
 - iii. East Central Regional Partnership (Marketing and Executive) Committees
 - iv. Small Business Summit – Sponsored by the East Central Regional Partnership
 - v. EDAM Winter Conference
 - vi. MN Marketing Partnership (DEED) Meeting
 - vii. MN Housing Partnership FAM planning meeting
 - viii. Site tours with representatives from four different housing development companies
 - ix. Brainstorming visits w/ECRDC reps to various businesses in Kanabec County
- b. Railbed Trail Team - the team met is researching the possibility of reviving a 2014 Kanabec County Trail Plan that would connect Mora to the Munger Trail in Hinkley. This group started gathering input from stakeholders, exploring the idea of having broader conversations about what such a project would look like. The group recently met with the Kanabec County Regional Rail Authority and reviewed numerous questions, such as:
 - 1. Project goals
 - 2. Trail team members – possibly a joint board (Hinkley, Brook Park, Kanabec County, Pine County, others)
 - 3. Trail costs – SHE projected costs from \$5 to 6 million in 2014.
 - 4. Maintenance
 - 5. Joint Project Agreement
 - 6. Easement Agreements
 - 7. Grant/funding sources.
 - 8. The group reviewed the Trail Master Plan drafted by SEH in 2014 and talked about updating it.
 - 9. Recreational trail vs bike or walking trail
 - 10. Next meeting – April ?.

Agenda Item #1a

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of the County Coordinator

UNAPPROVED MINUTES

March 5, 2024

The Kanabec County Board of Commissioners met at 9:00am on Tuesday, March 5, 2024 pursuant to adjournment with the following Board Members present: Rick Mattson, Tom Roeschlein, Wendy Caswell, Alison Holland and Peter Ripka. Others Present: Board Clerk Kris McNally and Recording Secretary Kelsey Schiferli.

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

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

Action #1 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the agenda as presented.

Action #2 – It was moved by Peter Ripka, seconded by Wendy Caswell and carried unanimously to approve the minutes of February 20, 2024 as presented.

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

<u>Vendor</u>	<u>Amount</u>
Cigna Health & Life Ins Co	774.46
City of Mora	1,708.12
Dearborn National life Insurance Co	453.12
East Central Energy	293.26
East Central Energy	1,736.14
Kanabec County AT ACH_VISA	1,454.36
Marco Inc	3,335.71
Marco Inc	178.12
MetLife	6,650.54
Minnesota Energy Resources Corp	12,133.28
Park Forest Estates	1,758.00
Snyder, Denise	24.00
Sunrise Construction	26.00

The Hartford Priority Accounts	6,709.62
Verizon Wireless Aircards	1,575.70
VSP Insurance Co	547.74

16 Claims Totaling: \$ 39,358.17

9:02am – The Chairperson called for public comment. None responded.

9:03am – The Chairperson closed public comment.

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

<u>Vendor</u>	<u>Amount</u>
Ace Hardware	15.13
Adam's Pest Control, Inc.	250.00
Amazon Capital Services	12.94
Amazon Capital Services	39.23
American DataBank LLC	96.25
Aspen Mills	271.72
Aspen Mills	234.21
Barlow, Jeffery	993.01
Bob Barker	680.00
Caswell, Wendy	100.22
Chisago County Probation	410.00
Clifton Larson Allen LLP	16,275.00
Crider, Grant	1,084.90
Dale's Heating & Appliance	533.00
DC Design Works LLC	106.50
East Central Regional Juvenile Center ATTN: Danna Timm	4,957.00
East Central Solid Waste Commission	53.01
Emma's Pizza	39.00
Fourness, Chris	80.40
Grainger	326.73
Grainger	83.60
Granite City Jobbing Co	448.90
Hamilton Funeral Homes	430.00
Hoefert, Robert	758.44
Holcomb, Lisa	398.13
Holcomb, Lisa	103.18
Horizon Towing	579.50
Innovative Office Solutions, LLC	254.03
IT SAVVY	73.66
Johnson, Deanna	60.00

Kanabec County Highway Department	37.89
Kanabec County Highway Department	237.32
Kanabec Publications	83.96
Kanabec Publications	376.40
Marco, Inc	477.00
Milaca Chiropractic Center	170.00
Minneapolis Forensic Psychological Services, LLC	2,668.75
MNCCC	57.41
MNCCC	57.41
Northern Technology Initiative, Inc.	1,090.00
Northland Fire Protection	218.00
Oak Gallery	30.16
Peterson Company LTD	5,800.00
Quadient Finance USA, Inc.	64.60
Ratwik, Roszak & Maloney, PA	4,392.12
RHTC LLC	56,270.00
RHTC LLC	5,515.77
Ripka, Peter	38.06
RS Eden	41.80
RS Eden	34.00
SCSS/CRS	32.22
SEACHANGE	71.22
Squires, Waldspurger & Mace, P.A.	1,500.00
St. Louis County	346.52
State of Minnesota - Dept of Transportation	4,263.10
Stellar Services	9.50
Stellar Services	56.12
Summit Food Service Management	4,009.77
Summit Food Service Management	3,949.63
Summit Food Service Management	3,876.35
SwipeClock LLC	332.00
ULINE	59.55
Van Alst, Lillian	1,252.23
VanGorden, Dylan	104.99
VC3	407.40

65 Claims Totaling: \$ 127,678.94

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

<u>Vendor</u>	<u>Amount</u>
Avenu Insights & Analytics	6,933.29
Auto Value	2,177.64

Beaudry Oil & Propane	362.67
Kanabec County Highway Dept	85.45
Koch's Hardware Hank	99.98
LHB Inc	1,680.75
Little Falls Machine	939.77
Mille Lacs County Public Works	273.40
MN Equipment	836.37
Northern States Supply	971.53
North Second Street Steel	967.48
Oak Gallery	87.58
Pioneer Tree Services	3,750.00
Rinke Noonan	4,065.00
Scientific Sales	69.50
Ziegler	199.40

16 Claims Totaling: \$ 23,499.81

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

Resolution #6 – 3/5/24

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	\$816.84
Quality Disposal	\$3,486.20
Arthur Township	\$500.00
Total	\$4,803.04

Action #7 – It was moved by Peter Ripka, seconded by Tom Roeschlein and carried unanimously to approve a consent agenda including all of the following actions:

Resolution #7a– 3/5/24

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 TLC of Kanabec County DBA Kick Cancer to the Curb, for a raffle event to be held at Ogilvie Raceway, 1539 MN-23, Ogilvie, MN 56358 on June 8, 2024.

Resolution #7b – 3/5/24

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 TLC of Kanabec County DBA Kick Cancer to the Curb, for a raffle event to be held at Ogilvie Community Center, 203 Oric Ave N., Ogilvie, MN 56358 on August 3, 2024.

Resolution #7c– 3/5/24

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 TLC of Kanabec County DBA Kick Cancer to the Curb, for a raffle event to be held at the DeAnna Lilienthal Residence, 2867 Rainbow St, Brook Park, MN 55007 on August 10, 2024.

Action #8 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to recess the meeting at 9:14am to a time immediately following the Community Health Board.

The Kanabec County Community Health Board met at 9:14am on Tuesday, March 5, 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 #CH9 – It was moved by Peter Ripka, seconded by Tom Roeschlein and carried unanimously to approve the Community Health Board Agenda with the following addition: Initiative Foundation Grant Request Resolution.

Adult Services Supervisor Farrah Gajewski gave an update regarding the Kanabec County Community Health Home Care Quality Assurance Program. Information only, no action was taken.

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

Action #CH10 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to approve the following resolution:

Resolution #CH10 – 3/5/24

Homemaker to Home Health Aide Resolution

WHEREAS, Kanabec County Community Health (KCCH) has individual staff that provide both Home Health Aide (certified) and Homemaker services in clients homes, and

WHEREAS, on May 13, 2009 the Kanabec County Board did resolve to create the Homemaker position and submit to the pay consultant for review (County Board Resolution 11), and

WHEREAS, the pay scale was determined to be at minimum wage (outside of county pay scale), and

WHEREAS, the situation has changed and there are several reasons to eliminate the homemaker position, leaving those duties to be performed by the Home Health Aides: the increase in reimbursement rates over the years, payroll would be more efficient for the Auditor and Community Health, Home Care revenues have exceeded the budgeted estimates and KCCH has had difficulty attracting and retaining staff due to the lower pay.

THEREFORE, the Community Health Director is requesting to eliminate the Homemaker pay scale and move the duties to the Home Health Aides at their current rate of pay.

THEREFORE, BE IT RESOLVED the Kanabec County Community Health Board approves the Community Health Director and HR Director eliminating the Homemaker position so those duties can be performed by the Home Health Aides at their current rate of pay.

Action #CH11 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #CH11 – 3/5/24

Addendum to SHIP Agreement for Additional Funding Resolution

WHEREAS, Kanabec County Community Health with Isanti, Mille Lacs and Pine counties has received funds for the purpose of reducing tobacco use and exposure through increasing healthy eating, increased activity and managing chronic disease through the Statewide Health Improvement Program (SHIP) grant, and

WHEREAS, funds have been made available to the Statewide SHIP program from the Juul Settlement for additional funding to local SHIP grantees, and

WHEREAS, the region of Isanti, Kanabec, Mille Lacs and Pine have agreed to conduct tobacco audits, present results to their local communities and attend three virtual training sessions with the additional funding to be received.

THEREFORE, Kanabec County Community Health, as the regional fiscal agent for the SHIP grant is requesting to create an addendum to the original agreements with Isanti, Mille Lacs and Pine counties dated November 1, 2023 for the following amounts:

Isanti County not to exceed \$2,898.00;

Mille Lacs County not to exceed \$4,581.75; and

Pine County not to exceed \$4,079.25

THEREFORE, BE IT RESOLVED the Kanabec County Community Health Board approves the Community Health Director creating an Addendum to the original Agreements dated November 1, 2023 with Isanti, Mille Lacs and Pine Counties to expend the additional SHIP funding received from the JUUL Settlement to conduct tobacco audits and attend training not to exceed the amounts noted above.

Action #CH12 – It was moved by Wendy Caswell, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #CH12 – 3/5/24

Initiative Foundation Grant Request Resolution

WHEREAS, loneliness and isolation are growing challenges in Central Minnesota, and

WHEREAS, Kanabec County Community Health (KCCH) has the opportunity to apply for a grant from the Initiative Foundation for projects and programs that bridge differences and bring people together, and

WHEREAS, KCCH would like to apply for funds to enhance Mora Rocks the Park with activities and events for older youth and older adults, and

WHEREAS, the projects should fit within the following three areas:

Projects that strengthen social bonds through shared experiences, events or community gatherings;

Projects that create social bonds while addressing community challenges such as workforce, youth or elder engagement, serving those who are underserved or marginalized, or connecting people who are caretakers;

Projects that strengthen relationships and build understanding among two or more communities that have historically been in conflict or isolated from one another

THEREFORE, the Community Health Director is requesting to apply for, and accept funds and sign a contract with the Initiative Foundation if the project is approved.

THEREFORE, BE IT RESOLVED the Kanabec County Community Health Board approves the Community Health Director applying for the Initiative Foundation grant and accepting the funds and signing a contract with the Initiative Foundation if the project is approved.

Transit Director Helen Pieper met with the Board to present the proposed Timber Trails Public Transit Procurement Policy.

Action #CH13 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to approve the following resolution:

Resolution #CH13 – 3/5/24

A resolution endorsing Kanabec County - Timber Trails Public Transit's Procurement Policy.

WHEREAS, Kanabec County - Timber Trails Public Transit is committed to operating a compliant Public Transit Service in Kanabec County, and

WHEREAS, Kanabec County - Timber Trails Public Transit must establish a Procurement Policy in compliance with Federal and State regulations.

BE IT RESOLVED THAT Kanabec County - Timber Trails Public Transit will follow the Procurement Policy compliance elements.

BE IT FURTHER RESOLVED THAT the Kanabec County Board of Commissioners authorizes the Transit Director and/or Kanabec County Community Health Director to implement and oversee compliance of Kanabec County - Timber Trails Public Transit's Procurement Policy.

Action #CH14 – It was moved by Tom Roeschlein, seconded by Wendy Caswell and carried unanimously to approve the payment of 71 claims totaling \$27,991.17 on Community Health Funds.

Action #CH15 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to adjourn Community Health Board at 9:51am. The Community Health Board will meet again on Tuesday, April 2, 2024 at 9:20am.

The Board of Commissioners reconvened.

County Assessor Tina Von Eschen met with the Board to discuss matters concerning her department.

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

Resolution #16 – 3/5/24

WHEREAS there is a vacancy in the position of a Certified Appraiser, and

WHEREAS the Board desires to refill this vacant position;

BE IT RESOLVED that the County Board authorizes the County Assessor and the County Personnel Director to hire a Full Time Certified Appraiser or Appraiser Trainee 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.

County Assessor Tina Von Eschen gave a brief update regarding the RHTC tax court case. Information only, no action was taken.

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

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

Resolution #17 - 3/5/24

Upgrading Two Patrol Deputy Positions to Patrol Sergeant Positions

WHEREAS the Kanabec County Sheriff's Office 2024 budget provides for 15 Patrol Deputies and 2 Patrol Sergeants; and

WHEREAS the Sheriff's Office is currently staffed by 14 Patrol Deputies and 2 night-shift Patrol Sergeants with 1 unfilled vacancy; and

WHEREAS the Sheriff's Office is recommending upgrading 2 of the existing Patrol Deputy positions to become Patrol Sergeant positions, thus providing 2 Patrol Sergeant positions for both day and night shifts; and

WHEREAS this upgrade would not result in an overage in the Sheriff's Office budget due to the existing vacancy;

WHEREAS, this upgrade would result in immediate 24/7 patrol supervision including weekends and holidays; and

WHEREAS, this upgrade would also improve retention of existing officers through additional promotional opportunities, as well as allow for lateral movement within the internal sergeant ranks;

THEREFORE BE IT RESOLVED the Kanabec County Board of Commissioners hereby approves upgrading two Patrol Deputy positions into Patrol Sergeant positions;

BE IT FURTHER RESOLVED that the Sheriff's Office is authorized to proceed with performing their standard operating procedure for posting and promoting to fill the new Patrol Sergeant positions.

The Board reviewed the Annual Consolidated Monthly Kanabec County Sheriff's Office Report for 1/1/22 – 12/31/22 compared to 1/1/23 – 12/31/23. Information only, no action was taken.

A brief discussion was held regarding pending legislation for School Resource Officers. Information only, no action was taken.

County Sheriff Brian Smith gave an update regarding the Sheriff's Office Drone Program. There are now six pilots that are trained and qualified to operate the drone. Information only, no action was taken.

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

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

Resolution #18 – 3/5/24

Final Payment

2023 Bituminous Paving

**SAP 033-608-015, SAP 033-626-007, Arthur township 23-01,
KCP 23-02 (County Road 43), KCP 23-05 (County Wide patching), City of Mora 2023-01**

WHEREAS the projects, SAP 033-608-015, SAP 033-626-007, Arthur township 23-01, KCP 23-02 (County Road 43), KCP 23-05 (County Wide patching), City of Mora 2023-01 have in all things been completed and in accordance with the contract and the County Board being fully advised in the premises, and

THEREFORE BE IT RESOLVED that we do hereby accept said projects for and on behalf of the County of Kanabec and authorize final payment to Knife River Corporation in the amount of \$87,051.16.

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

Resolution #19 – 3/5/24
SAP 033-605-023 Right-of-Way
Determination of Just Compensation
Notice of Possession

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");

WHEREAS, the Project requires that the County acquire total fee title acquisition of PID No. 15.01340.10, and permanent and temporary easements over certain other parcels along CSAH 5 as depicted in Exhibit A (collectively the "Properties");

WHEREAS, the County Board has determined that obtaining title and possession of the Properties as soon as legally possible is necessary and in the public's interest for the construction of the Project;

WHEREAS, all efforts shall be made to seek the voluntary acquisition of the Properties, but eminent domain will be used as a last resort.

NOW, THEREFORE, BE IT RESOLVED BY THE KANABEC COUNTY BOARD THAT:

1. Acquisition of the Properties by the County over the real property listed in Exhibit A is necessary for the purposes of constructing the Project;
2. The County Engineer, together with Rinke Noonan, as special counsel for the County, are hereby authorized to secure appraisals for the acquisition of the Properties, which will be determined to be just compensation for the acquisition.
3. The County Engineer and Rinke Noonan, as special counsel for the County, are hereby authorized on behalf of the County to acquire the Properties through direct negotiation and, if necessary, by the exercise of the power of eminent domain pursuant to and as authorized by Minnesota Statutes Chapter 117.
4. Based upon the County's need to obtain title and possession of the Properties to keep the Project on schedule, Rinke Noonan is specifically authorized to notify those property owners that have not yet voluntarily agreed to the sale and easements on the Properties of the County's intent to take possession pursuant to Minnesota Statutes Section 117.042. The County Attorney and Rinke Noonan are further authorized to carry out eminent

domain proceedings for said Properties in accordance with Minnesota Statutes Chapter 117.

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

Resolution #20 – 3/5/24

Tanks, Bulk Fuel, and Fuel Management System

WHEREAS the following listing quotes were received from Beaudry Oil and Propane and Federated Coops Inc. suppling Kanabec County Public Works with a three-year contract for fuel tanks, bulk fuel, and fuel management system:

Federated Co-ops Inc.:	No 1 & No 2 Diesel Rack plus \$0.35	Gasoline Rack plus \$0.35
Beaudry Oil and Propane:	No 1 & No 2 Diesel Rack plus \$0.21	Gasoline Rack plus \$0.21

WHEREAS Federated Co-ops Inc. quote did not provide a fuel management system, and

WHEREAS the annual costs for fuel based historical usage and on the low bid by Beaudry Oil and Propane is estimated to be \$19,440 for gasoline, \$29,650 for No. 1 Diesel, and \$107,900 for No. 2 Diesel for a total annual cost estimated to be \$156,990, and

THEREFORE BE IT RESOLVED to accept the quote of rack price plus \$0.21 for Gasoline, No 1 Diesel, and No. 2 Diesel by Beaudry Oil and Propane for tanks, bulk fuel, and fuel management system as quoted and authorize the Public Works Director to sign the agreement.

Public Works Director Chad Gramentz gave a department update including review of the 2023-2024 Kanabec County Brushing Map. Information only, no action was taken.

County Coordinator Kris McNally led a discussion regarding the upcoming Public Hearing to be held on March 7, 2024 on the Intent to Adopt and Enact and Ordinance Regulating the Use of Cannabis and Cannabis Derived Products in Public Places within Kanabec County. Information only, no action was taken.

County Coordinator Kris McNally gave an update regarding Committee Appointments.

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

Resolution #21 – 3/5/24

BE IT RESOLVED to appoint Mandy Odencrans as an alternate to the Emergency Medical Services Advisory Committee for a three year term commencing immediately and expiring January 5, 2027.

Future Agenda Items: Per diem resolution; Community Health Board, costs to hire a full time Home Health Aide; School Resource Officer legislation and future funding.

Action #22 – It was moved by Peter Ripka, seconded by Tom Roeschlein and carried unanimously to adjourn the meeting at 10:54am. The Kanabec County Board of Commissioners will meet again for a public hearing on Thursday, March 7, 2024 at 6:00pm

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

Attest: _____
Board Clerk

Agenda Item #1b

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of the County Coordinator

UNAPPROVED MINUTES

March 7, 2024

The Kanabec County Board of Commissioners met for Public Hearing at 6:00pm on Thursday, March 7, 2024 pursuant to adjournment with the following Board Members present: Rick Mattson, Tom Roeschlein, Wendy Caswell, Alison Holland and Peter Ripka. Others Present: Board Clerk Kris McNally, County Attorney Barbara McFadden, and Recording Secretary Kelsey Schiferli.

The meeting was held in the Kanabec County Jail Training Room in order to allow enough space to accommodate all attendees. Approximately twenty people attended.

6:00pm - The Chairperson called the meeting to order and led the assembly in the Pledge of Allegiance.

County Coordinator Kris McNally read the following meeting notice aloud:

PUBLIC HEARING NOTICE
INTENT TO ADOPT AND ENACT AN ORDINANCE REGULATING THE USE OF CANNABIS AND CANNABIS DERIVED PRODUCTS IN PUBLIC PLACES WITHIN KANABEC COUNTY

NOTICE IS HEREBY GIVEN that the Kanabec County Board of Commissioners intends to adopt and enact an ordinance regulating the use of cannabis and cannabis derived products in public places within Kanabec County.

A public hearing will be held on this topic at 6:00 p.m. on Thursday, March 7, 2024 at the Kanabec County Jail Training Room; 100 South Vine Street, Mora, MN 55051.

Written comments may be submitted prior to the meeting at:

Kanabec County Coordinator
317 Maple Avenue East, Suite 181
Mora, MN 55051

Or via email at coordinator@co.kanabec.mn.us

For further information, contact the office of the Kanabec County Coordinator at 679-6440 or coordinator@co.kanabec.mn.us or visit our website at kanabeccounty.org

Community Health Director Kathy Burski gave a presentation regarding the Proposed Ordinance Regulating the Public Use of Cannabis and Cannabis Derived Products in Public Places within Kanabec County. Community Health Planner-RPC Patti Miller and Health Promotion Coordinator Allison Krueger were also present.

Discussion was held regarding permits required by the state for consumption, as well as whether cities can adopt their own ordinances or opt in to the county's ordinance. Information only.

The Chairperson called for comments from City and Township Officials. Those that responded included the following:

City of Mora Human Resources Director, Mandi Yoder	Questions regarding the enforcement of laws and ordinances pertaining to people under the influence of cannabis in public. Questions regarding whether the county intends to issue cannabis licenses to establishments.
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Discussion was held regarding whether licenses for businesses would allow sales and or smoking of cannabis, state laws pertaining to growing, possession and selling of cannabis, saliva testing for cannabis, and the use of cannabis in vehicles. Information only.

6:23pm – The Chairperson called for public comment. Those that responded included the following:

Dennis McNally	Questions regarding whether there are limits on the amount of edible cannabis products an individual can possess in their vehicle.
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County Coordinator Kris McNally read letters of public comment submitted by Don & Vicki Lindquist, Terri Huro, Dan Voce, Kristi Bryant and Kelli Maag.

The Chairperson called for public comment a second time. Those that responded included the following:

Gordon Gullixson	Questions regarding pending cannabis laws. Clarification regarding concerns in written comments pertaining to how the proposed ordinance would negatively affect renters and the homeless. Questions regarding legalities of smoking cannabis on private property and crossing public roads. Comments regarding cannabis licenses for businesses outside city limits.
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Mora High School Principal, Brent Nelson	Comments regarding the importance of all adults in the community acting as positive mentors for teenagers.
Dennis McNally	Questions regarding the use of cannabis products on public roads.
Pat O'Brien	Questions regarding townships adopting their own ordinances or opting in to the county's ordinance.
Nancy Heins	Comments regarding impaired drivers on public roads.
Charlie Strickland Jr.	Comments regarding sections 2 & 3 of the proposed ordinance and clarification regarding the presence of minors.
Julius Cochran	Questions regarding petty misdemeanors under the proposed ordinance and if child protective services would play a role in that. Questions regarding whether multiple petty misdemeanors would escalate to a higher charge.

Commissioner Alison Holland asked for clarification regarding whether the proposed ordinance would include townships by default. Environmental Services Supervisor Ryan Carda responded that it sounds like most townships plan to opt in to the county's ordinance. Townships that choose not to opt in to the county's ordinance can adopt their own, but they would be responsible for enforcing it as a township ordinance. Commissioner Alison Holland clarified that the ordinance is not enforceable until townships opt in.

Environmental Services Supervisor Ryan Carda gave a brief update regarding the Association of Minnesota Counties working on developing a model ordinance for counties to use. The timeline for this is unknown. Information only.

7:08pm – The Chairperson adjourned the Public Hearing. The Kanabec County Board of Commissioners will meet again in regular session on Tuesday, March 19, 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>
Blaze Credit Union	12,618.10	See Below	
Card Services (Coborn's)	247.56	Wellness Supplies	Employee Wellness
City of Mora	13,670.69	Electric, Water, Sewer Utilities	Various
Consolidated Communications	1,147.84	Monthly Phone Bill	Various
E C Riders	8,327.70	2023 BM2 Snake River Trail	Unallocated
East Central Energy	114.06	Intersection Lighting	Highway
Kanabec County AT ACH_VISA	4,351.83	See Below	
Kwik Trip Inc	13,129.42	Gas Credit Cards	Various
Midcontinent Communications	465.33	Utilities	Various
Minnesota Department of Finance	3,175.00	2.24 State Fees & Surcharges	Recorder
Office of MN.IT Services	1,338.65	WAN	IS
Quality Disposal	1,083.49	Garbage Pickup	Various
Verizon Wireleses Cell Phones	3,575.45	Monthly Cell Phone Bill	Various
13 Claims Totaling:	<u>\$ 63,245.12</u>		
Blaze Credit Union	67.98	Amazon - Brother Toner	Law Library
	15.48	Amazon - Logitech Webcam	Auditor/Treasurer
	307.23	Checksforless.com - Deposit Slips	Auditor/Treasurer
	147.12	Grand View Lodge - Conference (LB)	Elections
	147.12	Grand View Lodge - Conference (DS)	Elections
	147.12	Grand View Lodge - Conference (TJ)	Elections
	69.99	Amazon - HDMI to VGA Adapter	IS
	54.00	B&H Photo - Canon Roller Kit	IS
	68.50	B&H Photo - HP AC Adapter	IS
	40.00	MN Dist Court	Attorney
	249.98	Amazon - Viewsonic Monitor	Recorder
	249.98	Amazon - Viewsonic Monitor	Recorder

34.99	Amazon - Display Port to VGA Adapter	Recorder
39.99	Amazon - Monitor Desk Mount	Recorder
34.83	Amazon - Office Supplies	Veteran Services
409.62	4Imprint - Water Bottles	Veteran Services
(138.53)	Breezy Point Credit	Sheriff
(138.53)	Breezy Point Credit	Sheriff
13.79	Amazon - Logitech Wireless Mouse	Sheriff
27.99	Amazon - Power Strip	Sheriff
58.80	Amazon - Batteries	Sheriff
32.92	Amazon - Office Supplies	Sheriff
8.99	Amazon - USBs to USB A Adapter	Jail
(69.70)	AED Credit	Jail
84.77	Shop 4H - Member Record Book Cover	Extension
1,000.00	Firearms Instructor Cert - CB	Sheriff
112.60	K9 Supplies - Dog Food	Sheriff
104.99	Pants x 2 - KB	Sheriff
1,534.00	Active Shooter Instruct Cert	Sheriff
54.11	Drone Protective Case	Sheriff
18.32	Sterile Saline	Jail
129.95	Boots	Jail
80.00	K9 Supplies - Track Bearings	Sheriff
172.64	Printer Drum Kit	Jail
1,030.00	Jail Academy - JC	Jail
10.00	Dront Cert - JA	Sheriff
238.99	Defender Leg Rig TraumaPak	Sheriff
55.00	EMD Certification	E911
1,014.70	AED x2	Jail
1,300.00	Armorers Course - CB & JK	Sheriff
328.54	Desk Stand Riser	Sheriff
53.52	Contact Packs & Solution	Jail
25.76	Supplies - Drone Guards	Sheriff
55.00	EMD Certification - ES	E911
9.65	Pens	Jail
319.34	Courtyard Mankato - AG	Sheriff

	21.02	Supplies - Label Sheets	Jail
	40.98	Dawn Dish Soap	Dispatch
	113.76	Isolation Gowns	Jail
	12.28	Salt Water Rinse	Jail
	0.99	Apple - Storage	Highway
	24.99	Amazon - Web Camera	Highway
	299.99	B&H Photo - Brother Printer	Highway
	1,106.09	Amazon - Tripp Lite UPS	Highway
	60.00	MN State MRTC Dues	Community Health
	252.55	Amazon - Printer Cartridges	Community Health
	14.19	Amazon - Calculator Tape	Community Health
	209.38	Rede Group Cann Act Conf RPC	Community Health
	605.62	Ruttgers Bay Lk Lodge - RPC	Community Health
	25.60	Availity Provider Subscrip	Community Health
	23.89	Amazon - Envelopes	Community Health
	119.45	Amazon - Envelopes	Community Health
	22.40	Availity Provider Subscrip	Community Health
	32.00	Availity Provider Subscrip	Community Health
	99.00	MN State Workforce BLS Instr	Community Health
	(99.62)	Amazon Credit - Wellness	Employee Wellness
	22.00	Amazon - Wellness Supplies	
67 Claims Totaling:	\$ 12,618.10		
Kanabec County AT ACH_VISA	102.00	Elkay - Water Filter, Courthouse	Building Maintenance
	147.50	SupplyHouse - Fan & Blower Motor, Jail	Building Maintenance
	2,577.00	eBay - Trip Unit for Generator, Jail	Building Maintenance
	81.70	Amazon - Scalestick, Jail	Building Maintenance
	81.00	Amazon - Filter, Jail	Building Maintenance
	99.99	Amazon - Water Filter, Jail	Building Maintenance
	140.62	SupplyHouse - Valve Actuator, Jail	Building Maintenance
	966.84	SupplyHouse - Valve Actuator, Jail	Building Maintenance
8 Claims Totaling:	\$ 4,196.65		

Agenda Item #3

Regular Bills - Revenue Fund

Bills to be approved: 3/19/24

Department Name	Vendor	Amount	Purpose
ASSESSOR	Apex Software	1,300.00	Apex Sketching Software x5 - Annual Renewal, 4/1/24-4/1/25
ASSESSOR	Marco	159.00	Monthly Printer Lease
		1,459.00	
BUILDINGS MAINTENANCE	A and E Cleaning Services	630.00	Timber Trails Office Cleaning, 2/1-2/29
BUILDINGS MAINTENANCE	Auto Value	29.98	Belts (2) - Courthouse
BUILDINGS MAINTENANCE	Electric Motor Service, Inc.	261.00	1/2 HP Motor - Jail
BUILDINGS MAINTENANCE	FBG Service Corporation	4,829.00	February Cleaning Services - Courthouse
BUILDINGS MAINTENANCE	FBG Service Corporation	2,543.00	February Cleaning Services - PSB
BUILDINGS MAINTENANCE	FBG Service Corporation	672.00	February Cleaning Services - Jail
BUILDINGS MAINTENANCE	G & N Enterprises	217.00	Lightbulbs (10) - Courthouse
BUILDINGS MAINTENANCE	G & N Enterprises	225.60	Lightbulbs (18) - Jail
BUILDINGS MAINTENANCE	Granite City Jobbing Co	1,005.23	Cleaning Spray, Trash Bags, Paper Towels, Toilet Paper - Courthouse
BUILDINGS MAINTENANCE	Johnsons Hardware	91.91	Carb Cleaner, Sponges, Teflon Lub, Caulk, Batteries - Courthouse
BUILDINGS MAINTENANCE	Mattson Electric	125.00	Check Fan Motor & Outside Light - Jail
BUILDINGS MAINTENANCE	MEI Total Elevator Solutions	1,217.52	Quarterly Elevator Service, 3/1 - 5/31 - Courthouse
BUILDINGS MAINTENANCE	Vertiv Corporation	4,871.00	Service Contracts for Battery Backups (2) - Jail
BUILDINGS MAINTENANCE	Ziegler Inc.	4,997.96	Test Generator Circuit Breaker and Adjust Relay - Jail
		21,716.20	
COMPUTER EXPENSES	Snyder, Denise	173.53	Mileage to MCIS Mtg in Grand Rapids, 2/27/24
		173.53	
COUNTY ATTORNEY	RELX Inc. DBA LexisNexis	220.00	LexisNexis, 2/1-2/29
COUNTY ATTORNEY	Thomson Reuters - West	222.00	Thomson Reuters
		442.00	

COUNTY COORDINATOR	Amazon Capital Services	<u>50.18</u> 50.18	DYMO Labels, Paper Cutter
COUNTY CORONER	Methven Funeral and Cremation Svcs	400.00	Removal
COUNTY CORONER	River Valley Forensic Services, P.A.	<u>250.00</u> 650.00	January Monthly Service, 1/1-1/31
COUNTY EXTENSION	Amazon Capital Services	<u>38.25</u> 38.25	Postcard Paper
COUNTY RECORDER	Government Forms & Supplies	187.00	Marriage Record Book
COUNTY RECORDER	Kanabec Publications	<u>182.00</u> 369.00	Printed Envelopes
COURT ADMINISTRATOR	Isanti County Sheriff's Office	70.00	Juvenile Safety & Placement Fees 2/28
COURT ADMINISTRATOR	Johnson Brothers Law	950.00	Court Appt Attorney Fees 9/15/23 - 12/20/23
COURT ADMINISTRATOR	McKinnis & Doom PA	210.00	Juvenile Safety & Placement Fees, 11/29/23-2/12/24
COURT ADMINISTRATOR	McKinnis & Doom PA	320.00	Juvenile Safety & Placement Fees, 11/27/23-2/27/24
COURT ADMINISTRATOR	McKinnis & Doom PA	400.00	Juvenile Safety & Placement Fees, 1/324-2/9/24
COURT ADMINISTRATOR	McKinnis & Doom PA	<u>570.00</u> 2,520.00	Juvenile Safety & Placement Fees, 11/17/23-2/22/24
ELECTIONS	Oak Gallery	38.45	PNP24 Abstract to OSS Overnight
ELECTIONS	Sea Change Print Innovations	1,077.60	T2024 OB Programming
ELECTIONS	Snyder, Denise	<u>36.85</u> 1,152.90	PNP ED Mileage Kroschel, 3/5/24
ENVIRONMENTAL SERVICES	Carda, Ryan	<u>60.00</u> 60.00	BWSR MWPCP Continuing Ed - Lino Lakes Wetland Plant ID
HUMAN RESOURCES	American Databank	179.50	Background Studies for New Employees (2)
HUMAN RESOURCES	ECM Publishers	308.40	Deputy Sheriff & HHA/Homemaker Job Ads
HUMAN RESOURCES	Kanabec Publications	84.70	HHA/Homemaker Job Ad
HUMAN RESOURCES	MRA	185.00	2024 Job Evaluation Services - February 2024

HUMAN RESOURCES	SwipeClock LLC	66.58	Monthly Billing for 3/20-4/20, Increased Client Number
HUMAN RESOURCES	WEX Health, Inc	431.75	Administrative Fees for February , 2/1-2/29
		1,255.93	
INFORMATION SYSTEMS	MNCCC Lockbox	50.00	MNCCC Training 3/8/24
		50.00	
LAW LIBRARY	RELX Inc. DBA LexisNexis	238.70	Law Library Invoice, 2/1-2/29
		238.70	
PROBATION & JUVENILE PLACEMENT	Minnesota Monitoring, Inc.	272.00	Remote Electronic Alcohol Monitoring, 2/1-2/29
		272.00	
PUBLIC TRANSPORTATION	ACE Hardware	205.97	Office & Shop Supplies
PUBLIC TRANSPORTATION	Barlow, Jeffery	755.09	Volunteer Mileage 2/26-3/10
PUBLIC TRANSPORTATION	Fourness, Chris	91.12	Mileage to North Central Bus Co in Moundsview for New Bus Inspection
PUBLIC TRANSPORTATION	Glen's Tire	276.07	Bus & Van Repairs
PUBLIC TRANSPORTATION	Hoefert, Robert	653.92	Volunteer Mileage 2/26-3/10
PUBLIC TRANSPORTATION	Kanabec Publications	948.00	Advertising
PUBLIC TRANSPORTATION	Premium Waters, Inc.	58.40	Bottled Water Supplies 2/1-2/29
PUBLIC TRANSPORTATION	Van Alst, Lillian	1,455.91	Volunteer Mileage 2/26-3/10
		4,444.48	
SANITATION	East Central Solid Waste Commission	31.58	Kanabec County Highway Dept, Mixed Solid Waste
		31.58	
SHERIFF	EATI	1,995.54	Code 3 Xcel with Light Control for New Squads (3)
SHERIFF	Gratitude Farms	500.00	Animal Control Services, February 2024
SHERIFF	IT SAVVY	73.66	Squad Thermal Printer Paper
SHERIFF	NARTEC Inc	452.21	Methamphetamine Test Ampules (100), Heroin/Opiates Test Ampules (50)
SHERIFF	Novus Glass	350.00	Windshield for Squad
SHERIFF	ODP Business Solutions, LLC	110.50	Batteries and Address Labels
SHERIFF	Tinker & Larson Inc	3,306.44	Oil Changes & Misc Maintenance for 8 Squads, 12/5/23 - 2/26/24
		6,788.35	

SHERIFF - 911 EMERGENCY	Motorola Solutions	<u>2,100.00</u>	Vesta Services
		2,100.00	
SHERIFF - JAIL/DISPATCH	Adam's Pest Control, Inc.	250.00	Prevention Plus
SHERIFF - JAIL/DISPATCH	Advanced Correctional Healthcare	19,890.93	On-Site Medical + TPA, 4/1-4/30
SHERIFF - JAIL/DISPATCH	Amazon Capital Services	36.49	DYMO Labels
SHERIFF - JAIL/DISPATCH	Aspen Mills	677.87	Initial Issue, LP & BB
SHERIFF - JAIL/DISPATCH	Aspen Mills	292.07	Initial Issue, LP & BB
SHERIFF - JAIL/DISPATCH	Granite City Jobbing Co	807.44	Printer Paper
SHERIFF - JAIL/DISPATCH	State of MN, Dept of Transportation	300.00	Woodland Tower MnDOT Annual Use Agreement
SHERIFF - JAIL/DISPATCH	Stellar Services	105.74	Canteen, 3/4
SHERIFF - JAIL/DISPATCH	Stellar Services	58.39	Canteen, 2/26
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	<u>3,939.80</u>	Inmate Meals, 2/24-3/1
		26,358.73	
TAX & PENALTY	Snyder, Denise	<u>6.00</u>	2024 Prepay Refund
		6.00	
UNALLOCATED	Kanabec Publications	<u>618.04</u>	County Board Minutes 1/2 & 1/16, Public Hearing Notices-Cannabis
		618.04	
VETERAN SERVICES	4Imprint	167.43	Veteran Wellness Grant, Yoga-QiGong Coasters
VETERAN SERVICES	Amazon Capital Services	217.94	CVSO Operational Grant, Adjustable Desk
VETERAN SERVICES	Asolare Yoga & Wellness	220.00	Veteran Wellness Grant, Qi-Gong, 2/5-2/28
VETERAN SERVICES	East Central Energy	254.87	Veteran Emergency Grant
VETERAN SERVICES	Newton, Deb	<u>120.00</u>	Veteran Wellness Grant, Yoga, 2/1-2/29
		980.24	
78 Claims Totaling:		<u><u>\$ 71,775.11</u></u>	

Agenda Item #4

Regular Bills - Road & Bridge

To Be Approved: 3/19/24

Vendor	Amount	Purpose
A & E Cleaning	1,200.00	Office cleaning
Ace	54.97	Shop supplies
Aramark	444.72	Janitor supplies and coveralls
Central Pension Fund	553.20	Training center fee
Federated Co-ops	17.99	Repair parts
Fluegge's AG	25.79	Repair parts
Johnson Hardware	245.47	Shop supplies
Kanabec County Highway Dept	93.84	Petty cash, postage
Kanabec Publications	471.80	Bid ad
Kwik Trip	18.00	Car washes
Marco	352.17	Printer
Mattson Electric of Mora	812.43	Gate repair
Midwest Machinery	12,150.00	Mower 2401
MCEA	625.00	Dues
MN Dept. of Natural Resources	90.00	Water permit for bridge 33507
MN Equipment	2,471.06	Repair parts
MKJ Trucking	940.00	Snow removal
Northern States Supply	97.54	Shop supplies
Owens Auto Parts	38.79	Shop supplies
RDO Equipment	680.00	Repair parts
Towmaster	20.02	Repair parts
Trueman Welters	134.10	Repair parts
USIC	40.00	Locates
Vault Health	61.16	Drug screening
Wahl, Mary	9,600.00	Parcel appraisals
Wiarcom	675.30	GPS
Widseth Smith Nolting	1,717.92	Professional engineering
Ziegler Inc	57.19	Repair parts
28 Claims Totaling:		<u>\$ 33,688.46</u>

Agenda Item #5

March 19, 2024

REQUEST FOR BOARD ACTION

a. Subject: Discuss Resolution #18-12/19/23 Per Diems	b. Origination: Commissioner Mattson/Extension Committee
c. Estimated time: 10 minutes	d. Presenter(s):

e. Board action requested:

Discuss the Per Diem Resolution and its applicability to committee attendance.

f. Background:

This is a follow up item from the 3/5/24 Regular Board Meeting.

Supporting Documents: None: Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:



Office of the
County Coordinator
Kristine McNally, County Coordinator
317 Maple Avenue East, Suite 181
Mora, MN 55051
Telephone: 320-679-6440 FAX: 320-679-6441
email: kris.mcnally@co.kanabec.mn.us

Proceedings of the County Board

State of Minnesota
County of Kanabec
Office of the County Coordinator
Mora, Kanabec County, Minnesota
Minutes of the County Board Held: December 19, 2023

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

Resolution #18 - 12/19/23 **Resolution to Set 2024 Per Diems**

WHEREAS, Kanabec County is represented on numerous boards and committees by Commissioners and Board appointees; and

WHEREAS, some of the boards and committees pay per diems, while others do not; and

WHEREAS, the Kanabec County Board of Commissioners annually sets the per diem amount paid for appointee attendance at Kanabec County's Planning Commission, Board of Adjustment, and Extension Committee; and

WHEREAS, Kanabec County's Economic Development Authority's bylaws set its per diem amount at \$25 per meeting; and

WHEREAS, external boards and committees determine their own per diem amounts including, but not limited to, City of Mora Economic Development Authority, East Central Solid Waste Commission, Emergency Medical Services Board, and South Country Health Alliance;

THEREFORE BE IT RESOLVED the Kanabec County Board of Commissioners hereby sets the 2024 per diem amounts for the Kanabec County Planning Commission, Board of Adjustment and Extension Committee at \$75 per attended meeting;

BE IT FURTHER RESOLVED that pursuant to Kanabec County Board Resolution #49-1/5/21, Kanabec County Commissioners may personally accept per diems paid by boards and committees that pay per diems;

BE IT FUTHER RESOLVED that Kanabec County Commissioners are limited to acceptance of one per diem per day.

Certification

I, the undersigned, being the duly appointed recording officer of the County of Kanabec, State of Minnesota, certify that the information above has been carefully compared with the original records of Board of Commissioners, Kanabec County, Minnesota, those records being in my custody and on file in the Coordinator's Office, and is a true and correct copy of these minutes and that the same has not been amended or rescinded and is in full force and effect.

In Witness Whereof, I have hereunto placed my hand and signature: Certified this 19th day of December, 2023.

Kris McNally, Board Clerk

Agenda Item #6

March 19, 2024

REQUEST FOR BOARD ACTION

a. Subject: Discuss SF 3588/HF 3446 Allowing Striking Workers to Access Unemployment Insurance	b. Origination: MN Legislature
c. Estimated time: 5 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

f. Background:

Supporting Documents: None: Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:



Dear Chair Xiong and Members of the Workforce Development Finance and Policy Committee,

We are writing on behalf of the League of Minnesota Cities, Association of Minnesota Counties, and the Minnesota Inter-County Association to share concerns regarding HF 3446.

As public employers that have long worked with represented employees through the collective bargaining process to ensure quality public services for Minnesotans, we share the awareness that our public workers are our number one asset. We believe that current unemployment insurance eligibilities balance employer and employee responsibilities and risks at times of labor disputes that could lead to work stoppages. We recommend retaining current law, and not adopting HF3446.

Local public employers provide a myriad of services that are essential to the public safety and welfare of their residents, including providing clean drinking water, operating wastewater systems, maintaining electrical utilities, operating the state's child protection and social safety net systems, plowing snow to allow emergency vehicles to respond to emergencies, and more. These services are more than just state mandates, they are critical and core functions of government which our residents have come to expect. Under HF 3446, public employers would not only realize increased incentives for striking, but also the dual impact of increased costs for using other employees to fulfill ongoing obligations, which do not stop at a strike.

While public labor disputes leading to strikes do occur, they have not been commonplace in Minnesota. We respectfully invite policymakers to consider that this history is reflective of a healthy balance between employers, employees, and a shared appreciation for public service and collective bargaining that is already well reflected in unemployment insurance eligibility provisions. Changes included in HF3446 would substantially shift the balance of collective bargaining engagements since public employers must continue essential and core functions during a strike.

Finally, related to the competing decisions public employers must make to ensure coverage for an essential public service while being responsive to budgetary constraints, it is also important to recognize that most public employers will be directly impacted by having to pay more unemployment benefits. Unlike private employers, most public employers are reimbursement-based employers as it relates to unemployment insurance. Due to their infrequent instances of unemployment, reimbursement employers don't pay into the unemployment insurance program, but in the event they do have a former employee eligible for unemployment benefits they are liable for the full cost of those benefits. This means that if a bargaining unit were to go on strike and the local government temporarily assigned staff to fulfill a public safety need, they would be liable for paying the full unemployment cost for the entire striking unit. Not only would this be costly for taxpayers, and potentially unfeasible due to property tax levy constraints, it would further imbalance employee-employer relations at the collective bargaining table and limit the ability to utilize funds to settle the negotiation.

We appreciate the opportunity to share our concerns with the author and the Committee. We hope to work with Representative Berg as this bill moves forward to mitigate the concerning impacts this bill would have on local governments.

Sincerely,

Alex Hassel, League of Minnesota Cities

Matt Hilgart, Association of Minnesota Counties

Matt Massman, Minnesota Inter-County Association

Minnesota House of Representatives

Legislative News and Views - Rep. Kaela Berg (DFL)

[Back to profile](#)

RELEASE: Rep. Berg and Sen. Mohamed unveil legislation allowing striking workers to access unemployment insurance

Tuesday, March 12, 2024

Post

ST. PAUL, Minn. – Today, Rep. Kaela Berg (DFL - Burnsville) and Sen. Zaynab Mohamed (DFL - Minneapolis) unveiled [legislation](#) which would expand unemployment insurance eligibility to include some workers while on strike. They were joined by representatives from UAW Local 125 and the Minnesota AFL-CIO.

“As a proud rank and file union member, I know that unions provide workers with a strong voice in the workplace,” Rep. Berg said. **“When workers come to the table to bargain in good faith for not just their own wages, benefits and safety, but for the good of their families, their communities and future workers in their industries, it helps the entire economy.”**

HF 3446 and SF 3588 is nation-leading legislation that will grant striking workers the same access to their unemployment benefits as any other worker, which already includes locked-out workers. Like other workers, striking workers would need to observe the same non-payable week, meaning that only those uncommon strikes lasting more than a week will result in any UI benefits being paid to striking workers.

This legislation comes on the heels of a new [report](#) that found in 2023 there were 451 strikes nationwide, compared to 414 in 2022 and 270 in 2021. The report also showed the average CEO-to-worker pay ratio is now 344:1, compared to 21:1 in 1965. By allowing Minnesotan workers who are striking to access unemployment insurance, this bill will create a more level playing field between corporations and workers.

“DFLers are committed to ensuring Minnesotan workers can use their right to collective action to obtain the pay and dignity they deserve without fear of economic disaster,” Sen. Mohamed said. **“By providing unemployment insurance to striking workers, we will assure them if they need to strike, they will have access to a basic level of stability for themselves and their families as they work to establish fair wages and working conditions.”**

The bill is currently scheduled to be heard by the House Workforce Development Finance and Policy Committee on Wednesday, March 13.

###

Recent News for Rep. Kaela Berg
RELEASE: Rep. Berg and Sen. Mohamed unveil legislation allowing striking workers to access unemployment insurance - (3/12/2024)
Legislative Update - March 8, 2024 - (3/8/2024)
Legislative Update - February 23, 2024 - (2/23/2024)
Burnsville Legislators’ Statement on Fatal Shootings in Burnsville - (2/18/2024)
RELEASE: Rep. Berg Stands with Educators to Address Student-to-Counselor Ratio - (2/16/2024)

Agenda Item #7

March 19, 2024

REQUEST FOR BOARD ACTION

a. Subject: Discuss SF 4203/HF 4241 requiring all local municipalities to adopt and enforce State Building Code	b. Origination: MN Legislature
c. Estimated time: 5 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Discuss SF 4203/HF 4241

f. Background:

Supporting Documents: None: Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:



Providing nonpartisan legal, research, and fiscal analysis services to the Minnesota Senate

S.F. No. 4203 – State Building Code adoption by municipalities (A-1)

Author: Senator Nicole L. Mitchell

Prepared by: Carlon Doyle Fontaine, Senate Counsel (651/296-4395)

Date: March 11, 2024

S.F. 4203 would require municipalities that are not currently required to administer and enforce the State Building Code to, by January 1, 2030, adopt the code and administer and enforce the code within its jurisdiction.