

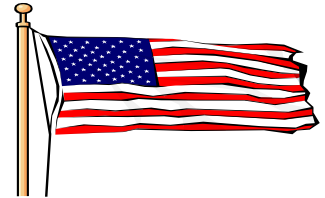


Kanabec County Board of Commissioners

Regular Meeting Agenda

The Meeting of July 5, 2023

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.

To join via WebEx telephone call or video meeting:

Telephone call-in number for public access: 1-408-418-9388
Access Code: 2495 598 5711

Video Meeting link:

<https://kanabecounty.webex.com/kanabecounty/j.php?MTID=mbe21d7e154d583ea5a93c9f75710777a>

Meeting number: 2495 598 5711

Password: kJMYJ3uKQ27 (55695385 from video systems)

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

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

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

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

9:02am Public Comment

Telephone call-in number for public access: 1-408-418-9388
Access Code: 2495 598 5711

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

9:40am Kathy Burski, Community Health Director and Brian Smith, Sheriff- Discuss the new adult-use cannabis law, the existing County Interim Ordinance Placing a Moratorium on the Sale of Hemp Derived THC Food and Beverages, and next steps.

10:00am Ryan Carda, Environmental Services/GIS Technician- Interim Use Permit Application

10:10am Erica Bliss, Veterans Services Officer- Discuss office space at the new Veterans Memorial site

10:20am Tina Von Eschen, Assessor- Department Update

10:30am Kim Christenson, HR Specialist

- a. Job Evaluation Results, Family Services
- b. Job Evaluation Results, Transit

10:40am Tom Suppes, MCIT Risk Management Consultant- 2023 MCIT Report

Other business to be conducted as time is available:

1. Minutes- June 20, 2023
2. Paid Bills
3. Regular Bills- Revenue Fund
4. Regular Bills- Road & Bridge
5. SCORE Claims
6. Gambling Request- Mustang Booster Club Raffle on 8/19/23
7. Request approval of TriMin credit card service agreement
8. Future Agenda Items
9. Discuss any other matters that may come before the County Board
10. Adjourn

Kanabec County Community Health Board
AGENDA
Tuesday, July 5, 2023
9:20 a.m.

1. Call meeting to order
2. Agenda Approval page 1
3. Director's Report page 2
 - Staffing – HHA, Clerk Typist, Health Promo Coord. – Coalition, Health Promo Coord. – Suicide Prevention
 - Grant received
4. Radiological Grant
 - Action requested
 - See attached resolution page 3
5. St. Clare Living Community Agreement for Therapy Services
 - Action requested
 - See attached Agreement and resolution page 4-11
6. A Peace of My Mind Exhibit and Programming Agreement
 - Action requested
 - See attached Agreement and resolution page 12-19
7. George Washington University Agreement for Clinical Laboratory Experience
 - Action requested
 - See attached Agreement and resolution page 20-26
8. Central MN Council on Aging Assisted Transportation grant
 - Action requested
 - See attached TTPT service area map and resolution page 27-28
9. Timber Trails Public Transit MnDOT Annual Contract
 - Action requested
 - See attached resolution page 29
10. Financial Reports
 - see attached
 - Trial Balance page 30-32
 - May 2023 Financial Report page 33
11. Abstract Approval
 - Action Requested
 - See attached Abstract and Vendor List page 34-41
12. Other Business
13. Adjourn

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

Staffing (Public Health):

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

Clerk/Typist – Candidate began employment on June 26, 2023

Health Promotions Coordinator(s)

Part-time Coalition Coordinator – Job offered and person will start on July 28.

Full-time Regional Suicide Prevention Coordinator – Job offered, accepted, in the process of completing the background check.

Grant received:

In May, this Board gave approval to write for a Capacity Building Grant through the MN Department of Health Strong Foundations funding and to accept the funding if it was awarded. We received notification on June 16th that we were awarded \$49,886 for use between 7/1/2023 – 12/31/2024 to work on ways to increase awareness, acceptance, and involvement in the Family Home Visiting Program.

Resolution # KCCH – 7/5/2023
Radiological Emergency Preparedness Grant resolution

WHEREAS, Kanabec County is located within 50 miles of a nuclear power plant and eligible to apply for Radiological Emergency Preparedness Grant funding and,

WHEREAS, the Radiological Emergency Preparedness (REP) Grant Program provides necessary direction, coordination, guidance, and assistance to support a county level ingestion zone response to an incident at a Minnesota nuclear power plant, and

NOW THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners approve the Kanabec County Community Health Director to apply for the Radiological Emergency Preparedness Grant to prepare for a radiological incident for the total allocation and to accept the funds and sign the contract upon approval of the grant.

**BUSINESS CONTRACTOR AGREEMENT
BETWEEN**

ST. CLARE LIVING COMMUNITY

and

KANABEC COUNTY COMMUNITY HEALTH

This Agreement is entered into this 5th day of July, by and between St. Clare Living Community located at 110 7th Street, Mora, MN 55051, referred to in this Agreement as “St. Clare”, and Kanabec County, through its Community Health department, located at 905 East Forest Avenue, Suite 127, Mora, MN 55051, hereinafter “Agency”.

St. Clare employs professional practitioners, referred to in this agreement as “Practitioners”, who are duly qualified and licensed to provide such services in the state of Minnesota and willing to furnish these services to Agency clients.

1. Responsibilities of Agency

- a. Responsibility for Client Care:** Agency is responsible for admissions of clients and for coordinating, supervising and evaluating home health services provided to clients to verify that these services meet Agency’s quality assurance standards.
- b. Assessments:** Agency professionals will perform nursing assessments when appropriate.
- c. Documentation:** Agency will supply Practitioners with appropriate forms for documenting client assessments, services rendered, client progress, and any other documentation required by Agency. Practitioners will use their own forms if Agency reviews the forms and they meet Agency requirements. Documentation may be shared in paper form, via fax or secure email.
- d. Client Information:** Agency will provide necessary client information to St. Clare’s Practitioners.
- e. Non-Discrimination:** Neither party will discriminate in employment or provision of services with respect to age, race, color, religion, military status, gender preference, sex, marital status, national origin, disability, or source of payment.

2. Responsibilities of St. Clare

- a. Personnel:** St. Clare will provide to Agency, as requested, Practitioners who are qualified in providing the following services: Physical Therapy and Occupational Therapy.

In addition to providing services directly to Agency clients, St. Clare's Practitioners will act as instructors for in-service programs and will provide other professional consultation that may be requested by Agency management.

- b. Requirements:** St. Clare certifies that Practitioners providing services under this agreement meet all applicable local, state and federal licensing, regulatory, and educational requirements. Copies of licensure certifications and other pertinent employee information may be obtained upon request from St. Clare.
- c. Documentation:** Documentation will be completed using forms approved or provided by St. Clare or Agency, at Agency's election. St. Clare will ensure that Practitioners will prepare legibly written clinical notes following each visit. The documentation will include, observations, treatments, responses to treatments, teaching performed, changes in client status, indications or progress, proposed plan of continuing care, etc. Progress summaries will be sent to the agency within seven days. Documentation may be completed electronically if agreed upon between St. Clare and Agency.
- d. Invoices:** Every 30 days, St. Clare will provide to Agency, invoices which detail the services provided during that period of time, their costs, and other permitted expenses. Payment is due within sixty (60) days of receipt of the invoice.
- e. Non-Discrimination:** Neither party will discriminate in employment or provision of services with respect to age, race, color, religion, military status, gender preference, sex, marital status, national origin, disability, or source of payment.
- f. Complaints:** St. Clare will cooperate with Agency to resolve any complaints regarding Practitioner's service to Agency's clients. Agency management should be notified of all complaints.
- g. Insurance:** St. Clare or its Practitioners will maintain at its sole expense a valid insurance policy covering general and professional liability arising from the acts or omissions of St. Clare, its Practitioners, its agents and its employees not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. St. Clare or its Practitioners will also maintain workers' compensation insurance appropriate for state statutory requirements for Practitioners, will provide, upon request, a current certificate of insurance evidencing these coverages, and will give prompt written notice of any material changes in coverage.
- h. Taxes and Penalties:** St. Clare certifies that it operates an independent business and Agency has no obligation to pay or withhold any income tax, FICA, or FUTA on behalf of St. Clare or its Practitioners. St. Clare will not take any action inconsistent with this position. St. Clare agrees to hold Agency harmless for any

and all taxes, penalties, FICA or FUTA which it may owe in connection with any Practitioners.

- i. **Standards:** St. Clare will ensure that each practitioner providing services to Agency clients fulfills the responsibilities of his or her professional discipline as outlined in the Federal Conditions of Participation and other applicable regulations. St. Clare will ensure that services provided under this agreement are in compliance with all state and federal guidelines. St. Clare is responsible for infection control as recommended by health care standards. St. Clare is responsible for all expenses incurred and for providing, cleaning and properly maintaining all equipment and supplies utilized to perform services under this agreement.
- j. **Compliance with Requirements:** St. Clare will ensure that services provided under this agreement are in compliance with all insurance companies including, Medicare and Medicaid. St. Clare will also ensure that services provided under this agreement are in compliance with all state and federal regulations.
- k. **Quality Review:** St. Clare will allow Agency to review the results of quality assurance evaluations of St. Clare services. St. Clare will cooperate with Agency to enable Agency to evaluate St. Clare's services. St. Clare will comply with all requests for documentation/visits relating to the home care survey.
- l. **Service to Competitors:** St. Clare is free to contract with competitors of Agency or general public to perform similar services. St. Clare agrees to not enter into any agreement with an Agency client during the term of this agreement without Agency's written consent.

3. Mutual Responsibilities

- a. **Patient Care:** On behalf of Agency and according to Agency's policies and procedures, qualified Agency and/or St. Clare personnel will:
 - i. If nursing assessments are not required, perform appropriate assessments for clients, and initiate services as appropriate to meet client's needs.
 - ii. Develop and maintain plans of care for clients; schedule and provide ongoing visits according to physician's orders and clients plan of care.
 - iii. Collaborate with and educate clients, families, and Agency personnel regarding developing, implementing, reviewing, and revising plans of care; coordinate multi-disciplinary services; participate in case conference and requested; provide discharge planning.
 - iv. Ensure adequate communication with clients care team.

4. Compensation

- a. **Schedule of Rates:** Agency will pay St. Clare according to the billing scheduled in Schedule A.
- b. **Rates Subject to Change:** Contract rates will be subject to change within thirty (30) days advance written notice. In the event Agency does not agree to pay the new rates, Agency may terminate this agreement with a thirty (30) day notice.
- c. **Payment Schedule:** Upon receiving St. Clare's invoice, Agency will compensate St. Clare for services performed under this agreement within sixty (60) days. Compensation will be withheld for missing/late paperwork or missing authorizations.
- d. **Billing:** In no event will St. Clare bill Agency clients or collect insurance deductibles or proceeds. St. Clare and its Practitioners will not accept gratitude, gifts or payment in any form from any client for services performed under this agreement.
- e. **Other Services:** Payment for instruction at staff development seminars and other services not related to client services visits will be made in addition to, and separate from, payment specified in Schedule A, as agreed upon in writing between Agency and St. Clare.

5. Miscellaneous Terms

- a. **Term and Termination:** This agreement will be in effect for one year and will be automatically renewed at the end of the first year and each subsequent year unless terminated. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations.
- b. **Independent Contractors.** The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the parties. St. Clare acknowledges that Agency has no responsibility for any employees, workers, or agents of St. Clare.
- c. **Assignment:** No assignment of this Agreement or the rights and obligations hereunder will be valid without prior written consent from both parties.

- d. Indemnification:** Agency agrees to indemnify and hold harmless St. Clare, its Practitioners, director, officers, employees, and agents from and against any and all claims, actions, or liabilities of any nature which may be asserted against them by third parties in connection with the performance of Agency, its directors, officer, employees, and agents from and against any and all claims, actions, or liabilities of any nature which may be asserted against them by third parties in connection with the performance of St. Clare, its Practitioners, directors, officers, employees, or agents under this Agreement.

St. Clare agrees to defend, and hold Agency harmless for any claims, damages, and costs (including reasonable attorney's fees) claimed against Agency as a result of a service client's person injury, death or property damage arising from the negligence, errors, acts or omissions of St. Clare or its employees or while the service client is on the premises owned or leased by St. Clare, or while being transported in a vehicle owned or operated by St. Clare.

- e. Notices:** Any notice or demand required under this Agreement will be in writing, will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt, and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

St. Clare Living Community
110 7th Street
Mora, MN 55051

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

- f. Entire Contract:** This Agreement constitutes the entire contract between St. Clare and Agency regarding therapy services. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original. No amendments to this Agreement will be effective unless made in writing and signed by both parties. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.
- g. Compliance with Applicable Laws:** Nothing in this Agreement is intended to conflict with federal, state or local laws or regulations. Should such conflicts exist, the parties agree to follow applicable laws and regulations.

- h. HIPAA.** The parties agree that all information regarding clients, as well as all information with respect to the operations and business of the other party gained during the negotiations leading up to this Agreement, and from the performance of this Agreement, will be held in confidence and will not be divulged to any unauthorized person without prior written consent of the other, except for access required by law, regulation, and third party reimbursement agreements.

St. Clare and Agency agree that they are each a “covered entity” as defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and HIPAA’s supplementing privacy regulations, 45 CFR §165.500, et seq., (“Privacy Regulations”) and each party shall comply with all requirements with respect to protected health information (“PHI”) as defined by HIPAA. The provisions of this paragraph shall survive the termination of this agreement.

St. Clare agrees that Agency shall have the right to immediately terminate this agreement in the event St. Clare fails to comply with HIPAA requirements. Agency agrees that St. Clare shall have the right to immediately terminate this agreement in the event Agency fails to comply with HIPAA requirements.

Practitioner:

St. Clare Living Community

Agency:

Kanabec County

By: _____
Jennifer Peterson
Title: Administer

By: _____
Community Health Board
Title: Chairperson

Date: _____

Date: _____

SCHEDULE A

THERAPIST AGREEMENT

Therapy Rates	\$85.00 per visit Plus drive time and mileage
Evaluations	\$85.00 Plus drive time and mileage
Consultation and In-service	\$60.00 per hour Plus drive time and mileage
Drive time	\$50.00 per hour

All mileage will be charged at prevailing IRS rates.

Kanabec County Community Health # 7/5/23
St. Clare Living Community of Mora for OT, PT Contract Resolution

WHEREAS, Kanabec County Community Health does contract for services in support of the Home Care Program, and

WHEREAS, a contract for physical and occupational therapy has been presented to the Community Health Board for 2023, effective July 5, 2023 and automatically renewing annually thereafter unless terminated by either party.

THEREFORE BE IT RESOLVED to approve an agreement between Kanabec County Community Health and St. Clare Living Community of Mora for Occupational and Physical Therapy for the Home Health Program clients at a rate of \$85.00 per hour plus mileage and drive time.



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EXHIBIT and PROGRAMMING AGREEMENT

This Agreement dated and effective June 27, 2023 is by and between A Peace of My Mind "APOMM" and Kanabec County Community Health for Regional Prevention Coordinators "CLIENT".

CLIENT NAME AND ADDRESS:

Kanabec County Community Health
Regional Prevention Coordinators
905 E Forest Ave.
Suite 127
Mora, MN 55051

CLIENT REPRESENTATIVE:

Patti Miller
O: 320.679.6321 C: 320.465.1005
patti.miller@co.kanabec.mn.us

APOMM has developed a traveling photography exhibit ("EXHIBIT") and associated programming that includes but is not limited to a series of large-scale photographs, books, workshops, lectures, portrait and story capturing Studio photo booths and discussion guide (PROGRAMMING), collectively and jointly titled A Peace of My Mind, and wishes to lease the EXHIBIT and PROGRAMMING to venues throughout North America; and

CLIENT wishes to secure the EXHIBIT and PROGRAMMING;

THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement, and subject to the terms and conditions it sets out, APOMM and CLIENT agree as follows:

ARTICLE I: INTERPRETATION

- (a) "EXHIBIT" means the American Stories Exhibit designed and manufactured by APOMM.
- (b) Additional details of the engagement are outlined in Schedule A, attached.
- (c) "Setup" and "Takedown" as described in Schedule B, attached

ARTICLE II: FEES AND TERMS

2.1 Exhibit Fees: The fee for use of the large scale photograph Exhibit is \$4,000.00.

www.apeaceofmymind.net

1100 Lyndale Avenue S, Minneapolis, MN 55409

john@apeaceofmymind.net

612-865-9519



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exploring the meaning of peace, one story at a time

2.2 Programming fees. Programming for this agreement will include:

- (a) Three Regional One-Day Studios of capturing portraits and stories (in St. Cloud, Bemidji, Mankato – as a general guide) in the Spring of 2024
- (b) One-Day Studio capturing portraits and stories at the Conference in October 2024
- (c) Keynote talk in October 2024 and
- (d) Photo gallery of all portraits and stories obtained at the four Studios

The Programming expense will be \$16,000.00 for all programming items.

2.3 Travel Costs - All travel costs for APOMM are the responsibility of the CLIENT, including:

- Roundtrip mileage at the US Government Mileage Rate at the time of each of the Programming events
- Room accommodations as needed for the Programming event trips
- Meals during travel status

The travel costs for all Programming events is a flat fee of \$2,000.00

2.4 Total fees and expenses for this engagement are \$20,000.00 Programming plus \$2,000 for travel costs, for a grand total of \$22,000.00.

2.5 Late payments. (a) Any payments not received within 30 days of APOMM's invoice will incur an additional charge of 2% per month. (b) In the event any payment is not received within 30 days of its due date, APOMM may terminate this Agreement and refuse delivery of or rescind use of EXHIBIT.

ARTICLE III: AGREEMENT

3.1 EXHIBITION DELIVERY (a) EXHIBIT will be delivered to VENUE by: **October XX, 2024**

- (i) Representative from the VENUE must be present to receive the EXHIBIT.
- (ii) APOMM is not responsible for shipping delays due to weather, traffic, or other transportation delays after arrangements with the transportation company are made.
- (b) EXHIBIT will be delivered to a loading dock at the VENUE. If no loading dock exists at the VENUE, it may impact shipping costs.
- (c) EXHIBIT may be hand-delivered or shipped directly, at the APOMM's discretion.

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3.2 ENGAGEMENT DATES: Will be determined for the Spring 2024 and October 2024.

ARTICLE IV 4.1 SETUP, TAKEDOWN AND OPERATION

(a) CLIENT agrees to follow Setup and Takedown procedures as outlined in Schedule B, attached.

(b) CLIENT will be responsible for the operation of the Exhibit including proper care of EXHIBIT pieces, cleaning, security, marketing and other operating expenses.

ARTICLE V: OTHER RESPONSIBILITIES

5.1 INSURANCE (a) APOMM will maintain insurance for the EXHIBIT, which covers the work while in transit and on premises. The replacement value of the exhibition, including structures, casework, audio-visual equipment, and furniture, is \$30,000. The deductible on the policy is \$500.

CLIENT will reimburse APOMM up to deductible amount for any damage, theft, fire, or loss that occurs while the EXHIBIT is on its premises or in its possession.

(b) CLIENT agrees to take all reasonable precautions for the protection of the EXHIBIT against damage and theft during all phases of unloading, unpacking, installation, display, dismantling, repacking and loading. Failure to do so may result in CLIENT liability. CLIENT agrees to notify APOMM immediately of any damage or theft that occurs while the EXHIBIT is in its possession and assumes responsibility for any CLIENT liability, which may arise from such damage or loss.

5.2 PUBLICITY

CLIENT will be responsible for all promotion for this exhibition. APOMM will provide biography information, a press release template and press-ready sample images to the CLIENT 90 days prior to the delivery date, or sooner if requested.

5.3 INSTALLATION - APOMM will be available to lead the Set up and Take Down of the Exhibit and Studio.

5.4 GALLERY RESTORATION

CLIENT is responsible for returning the space to its original condition after EXHIBIT is complete.

5.5 SALE OF WORK

None of the work in the EXHIBIT is offered for sale. In the event that a party is interested in purchasing copies of any of the work, they will be referred directly to APOMM.

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5.6 RETURN OF ARTWORK - APOMM will be available to Take Down and Return of the Exhibit.

5.7 RIGHTS AND USAGE

For images produced in Studio sessions, APOMM will deliver high resolution jpgs. For each subject, one final file will be delivered and will consist of the portrait, overlaid with the text of the subject's quote, with the venue logo at the lower right corner of the frame and APOMM's logo at the lower left corner of the frame. APOMM retains copyright and the images are integrated into the larger body of work for A Peace of My Mind according to the language in the Studio Release Form. The CLIENT and the individual subjects are granted unrestricted use of the final Studio images produced under this agreement. Other than for purposes of this agreement, APOMM may not use, directly or indirectly, any name, trademark, or logo of CLIENT without first obtaining the prior written consent of CLIENT.

5.8 LIABILITY

APOMM is an independent contractor and not an employee of CLIENT for purposes of this Agreement. No benefits provided by CLIENT to its employees, including unemployment and workers' compensation insurance, will be provided to APOMM or APOMM's employees. Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law.

ARTICLE VI: CANCELLATIONS, PUBLIC HEALTH TERMINATION, AND REPUTATION

6.1 Cancellations by the CLIENT must be submitted to APOMM in writing as soon as it is known that the CLIENT cannot host the EXHIBIT or PROGRAMMING. (a) 45 DAYS or more: If the CLIENT cancels the EXHIBIT or PROGRAMMING 45 or more days prior to scheduled delivery or appearance, the CLIENT will be liable for 50% of fees and any non-refundable travel expenses. (b) Less than 45 days: If the CLIENT cancels the EXHIBIT less than 45 days prior to scheduled delivery, the CLIENT will be liable for 75% of fees and any non-refundable travel expenses.

6.2 In the event that it is determined that it is no longer safe, reasonable or feasible to travel with the EXHIBIT, APOMM reserves the right to cancel the EXHIBIT. APOMM shall not be held responsible for any costs incurred by the CLIENT in preparation for the EXHIBIT in the event the tour must be cancelled. If APOMM must cancel the tour, all deposits/payments received will be returned without interest to CLIENT.

ARTICLE VII: ARBITRATION

Being mindful of the high cost of litigation, not only in money but in the time and energy of their staffs, the Parties shall immediately devote their best efforts in settling any dispute which arises in the spirit of cooperation in which this Agreement was formed, through consultation and

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negotiation with each other. Such consultations shall be conducted in good faith.

Should any dispute arise over the terms of this Agreement which cannot be settled between the Parties directly, the Parties shall submit such dispute to arbitration. In such a case each party shall select an arbitrator who shall between them choose a third.

ARTICLE VIII: FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, including but not limited to: acts or omissions of government or military authority; acts of God; government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; materials shortages; transportation delays; fires; floods; labor disturbances; riots; wars; terrorist acts; or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays if reasonable to do so. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. A force majeure condition temporarily excuses a party's obligations under this contract and the parties mutually agree that the obligation is merely suspended because of the condition. Best efforts will be made to find another mutually agreeable date to fulfill the terms of this agreement.

ACCEPTANCE

I hereby agree to abide by all conditions set forth in this agreement. A signed physical copy of this document is required for this contract to be binding.

A Peace of My Mind

John Noltner

SIGNATURE: _____

Date _____

Kanabec County Community Health Regional Prevention Coordinators

Name of person signing:

SIGNATURE:

Date _____

Please sign and return to Amy Tomczyk via email: amytomczyk01@gmail.com

www.apeaceofmymind.net

100 Lyndale Avenue S, Minneapolis, MN 55409

ohn@apeaceofmymind.net

12-865-9519



a **peace** of my **mind**
storytelling and art that **bridges divides** and **builds community**

SCHEDULE A –Timing Details

Three Studio Days	Spring 2024 St. Cloud, Bemidji, Mankato as a general guide 7:45 am Studio Set Up (timing estimates) 8:45am to 4:00 pm Studio time 4:00 pm Studio Take Down
Exhibit Installation	October 14, 2024 (estimated date)
Conference Studio	October 15, 2024 (estimated date)
Keynote Talk:	October 16, 2024 (estimated date) Tech Check for Keynote Discussion/Talk Keynote Discussion/Talk and Q&A
Exhibit Take Down	October 16, 2024
Portrait Gallery/ies	To be delivered upon completion of the Studios

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SCHEDULE B

APOMM will be on site to oversee the Exhibit and Studio Setup and Takedown.

The Exhibit Set Up and Take Down in two locations typically takes 3 hours. (Not including travel time between the locations.)

We ask that you please provide two volunteers to assist with the Exhibit Set Up and Take Down.

Studio/Photo Shoot Set Up and Take Down typically takes an hour.

We ask that you please provide one volunteer to assist with the Set Up and Take Down of the Studio/Photo Shoot.

We also ask that you please provide a person at all times (multiple volunteers who share this role are fine) to welcome, answer questions and offer help during all hours of the Studio.

Please refer to the General Technical Riders for more information.

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Resolution # KCCH – 7/5/2023

A Peace of My Mind Agreement resolution

WHEREAS, A Peace of My Mind has developed a traveling photography exhibit and associated programming that includes a series of large-scale photographs, books, workshops, lecture, portrait and story capturing, Studio photo booths and discussion guide, known as American Stories, and

WHEREAS, the Statewide Regional Prevention Coordinators, with guidance from the MN Dept. of Human Services have chosen to lease the American Stories Exhibit and programming, and

WHEREAS, the Agreement details include three studio days in Bemidji, Mankato and St. Cloud; the Exhibit Installation at the Fall Conference, Conference Studio and Tech Check for the Keynote Discussion/Talk and Keynote Discussion/Talk and Q & A all of which will commence between the Spring and Fall of 2024.

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners approves the Kanabec County Community Health Director to sign said Agreement upon approval by the County Attorney.



EDUCATION AFFILIATION AGREEMENT

(based on AAMC uniform affiliation agreement)

This Education Affiliation Agreement ("Agreement"), effective on the date of the last signature below ("Effective Date"), is made between Western Governors University ("School") and Kanabec County Community Health ("Host Agency").

Whereas, School has accredited programs in the Leavitt School of Health.

Whereas, the purpose of this Agreement is to guide and direct the parties respecting their affiliation, working arrangements, and agreements to provide high-quality, practice experiences for students of School.

Whereas, this Agreement is intended and shall be interpreted to meet School's accreditation standards related to affiliation agreements with affiliates which require at a minimum:

- Host Agency will provide student, and faculty if applicable, access to appropriate resources for student education.
- School is ultimately responsible for the education program, academic affairs, and the evaluation of students.
- School is primarily responsible for the appointment and assignment of faculty members with responsibility for student teaching.
- The shared responsibility of School and Host Agency for creating and maintaining an appropriate learning environment.

Whereas, neither party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

Now, Therefore, in consideration of the mutual covenants and agreements, the parties identified above agree as follows:

A. Responsibilities of School

1. School will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to Host Agency only those students who have satisfactorily completed the prerequisite didactic portions of School's curriculum.
2. School will retain ultimate responsibility for the education and evaluation of its students. School's representative for this Agreement shall be a faculty member appointed and assigned by School, who will be responsible for student teaching and evaluation provided pursuant to this Agreement.
3. School will advise all students assigned to Host Agency facilities regarding the confidentiality of patient/client records and patient/client information imparted during the practice experience. School will also advise all students that the confidentiality requirements survive the termination or expiration of this Agreement.
4. School will require all participating students to maintain health insurance and provide proof of health insurance to School. Host Agency may request the student provide proof of health insurance prior to beginning of the practice experience.
5. School will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with School. If applicable, Host Agency shall notify the student of any requests for evidence of criminal background test

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or immunization. School will inform the student of his/her responsibility to provide evidence to Host Agency of any required criminal background checks or immunizations, when requested. Host Agency shall notify School of its requirements of an acceptable criminal background check and required immunizations. School will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to Host Agency's policies and practices, and that the cost of any such test will be paid by the student, if not Host Agency.

Page | 2

6. School will advise students that they are required to comply with Host Agency rules, regulations, and procedures.

7. If requested by Host Agency, School will provide instruction to Host Agency's staff with respect to School's expectations regarding evaluation of School's students at Host Agency.

8. School warrants and represents that it provides occurrence-based professional and commercial general liability insurance for its students with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Commercial general liability insurance limits may be satisfied by a combination of primary and umbrella coverage. School shall maintain and provide evidence of workers' compensation coverage as required by law. If requested by Host Agency, School shall provide a certificate of insurance demonstrating coverage for students completing training at Host Agency.

B. Responsibilities of Host Agency

1. Host Agency has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Host Agency will provide students and faculty with access to appropriate resources for student education including: a) access to patients at Host Agency facilities in an appropriately supervised environment, as applicable, in which the students can complete School's curriculum; b) student security badges or other means of secure access to patient care areas, if necessary; c) access and required training for students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for students' personal items when at Host Agency; and f) access to call rooms, if necessary.

2. Host Agency will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in Host Agency's facilities, students will have the status of trainees; are not to replace Host Agency staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the practice experience. Host Agency and its staff will provide such supervision of the practice experience as is reasonable and appropriate to the circumstances and to the student's level of training.

3. Host Agency staff will, upon request, assist School in the evaluation of the learning and performance of participating students by completing evaluation forms provided by School and returned to School in a timely fashion.

4. Host Agency will provide for the orientation of School's participating students as to Host Agency's rules, regulations, policies, and procedures.

5. Host Agency agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at Host Agency, Host Agency, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Host Agency's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Host Agency does not have the resources to

provide such emergency care, Host Agency will refer such student to the nearest emergency facility. School will define, for its students, who bears financial responsibility for any charges generated.

6. To the extent Host Agency generates or maintains educational records related to the participating student, Host Agency agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to School and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, School designates Host Agency as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to School's records is required by Host Agency to carry out the program.

7. Upon request, Host Agency will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

8. Host Agency will provide written notification to School promptly if a claim arises involving a student. Host Agency and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

9. Host Agency will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. Host Agency will notify School's representative if such an action is required.

10. Host Agency shall identify a site coordinator from among its staff who will communicate and cooperate with School's representative to ensure faculty and student access to appropriate resources for the practice experience.

C. Mutual Responsibilities

1. A representative/placement contact for each party will be established on or before the execution of this Agreement and set forth in **Exhibit A**. This contact should be available to address day-to-day administrative concerns (e.g., providing documents required/requested under this Agreement, arranging the start date for practice experiences, etc.).

2. The parties will work together to maintain an environment of high-quality practice experience. At the request of either party, a meeting or conference will promptly be held between School and Host Agency representatives to resolve any problems or develop any improvements in the operation of the practice experience.

3. School will provide qualified and competent individuals in adequate number for the instruction, evaluation, and supervision of students using School facilities. Host Agency will provide qualified and competent staff members in adequate number for the instruction and supervision of students using Host Agency facilities.

4. School and Host Agency will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.

5. School, including its faculty, staff, and students, and Host Agency share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

6. Host Agency may immediately remove from the premises and retains the right to suspend or terminate any student's participation at Host Agency. Host Agency will immediately notify the appropriate office of School in writing if such an action is required and the reasons for such action. School may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. School will notify Host Agency if such action is required.

Page | 4

D. Term and Termination

This Agreement is effective upon execution by both parties and will continue indefinitely or until terminated. This Agreement may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at Host Agency will be permitted to complete any previously scheduled assignment at Host Agency.

E. Employment Disclaimer

The students participating in the program will not be considered employees or agents of Host Agency or School for any purpose. Students will not be entitled to receive any compensation from Host Agency or School or any benefits of employment from Host Agency or School, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. Host Agency will not be required to purchase any form of insurance for the benefit or protection of any student of School.

F. Health Insurance Portability and Accountability Act

Students participating in the practice experience pursuant to this Agreement are members of Host Agency's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to Host Agency and, as stated in paragraph E, above, does not establish an employment relationship.

G. No Agency Relationship Between the Parties

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary in this Agreement.

H. Assignment

This Agreement will not be assigned by either party without the prior written consent of the other.

I. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. For purposes of this Agreement, the exchange of executed copies by facsimile or scanned image shall be treated as originals.

J. No Special Damages

In no event shall either party be liable (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

K. Notices

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated at the end of this Agreement.

L. No Payments

No payments shall be made between the parties or to the students in connection with this Agreement.

M. Severability

The invalidity of any provision of this Agreement will not affect the validity of any other provisions.

N. Headlines

Headlines in this Agreement are for convenience only.

O. Entire Agreement

This Agreement contains the entire agreement of the parties as it relates to this subject matter and may be modified only by a written instrument properly executed by both parties.

Page | 5

SCHOOL

Signature

Janelle R. Sokolowich Ph.D., MSN/Ed, RN
Name

Academic Vice President/Dean
Leavitt School of Health
Title

Date

School Notice Address:
Western Governors University
4001 South 700 East, Suite 700
Salt Lake City, UT 84107
Attn: Contracts Manager
Email: contracts@wgu.edu

HOST AGENCY

Signature

Kathy Burski
Name

Director
Title

Date

Host Agency Notice Address:
Kanabec County Community Health
905 Forest Ave. E., Suite 127
Mora, MN 55051

Email: Kathryn.burski@co.kanabec.mn.us

Exhibit A
Program Coordination

The following are designated as the primary placement contacts for student practice experience under the Agreement.

School Placement Contact

For future communication regarding this Agreement, please reach out to: **healthplacement@wgu.edu**.

Please return the signed Agreement to: Rachel.shrope@wgu.edu

Host Agency Placement Contact*

Name: [Kathy Burski](#)

Phone: [320-679-6330](tel:320-679-6330)

Email: kathyrn.burski@co.kanabec.mn.us

*If Host Agency has multiple facilities covered under this Agreement, Host Agency will provide a list of facilities covered and a method for contacting the appropriate representative at each facility.

Kanabec County Community Health Board # – 7/5/2023

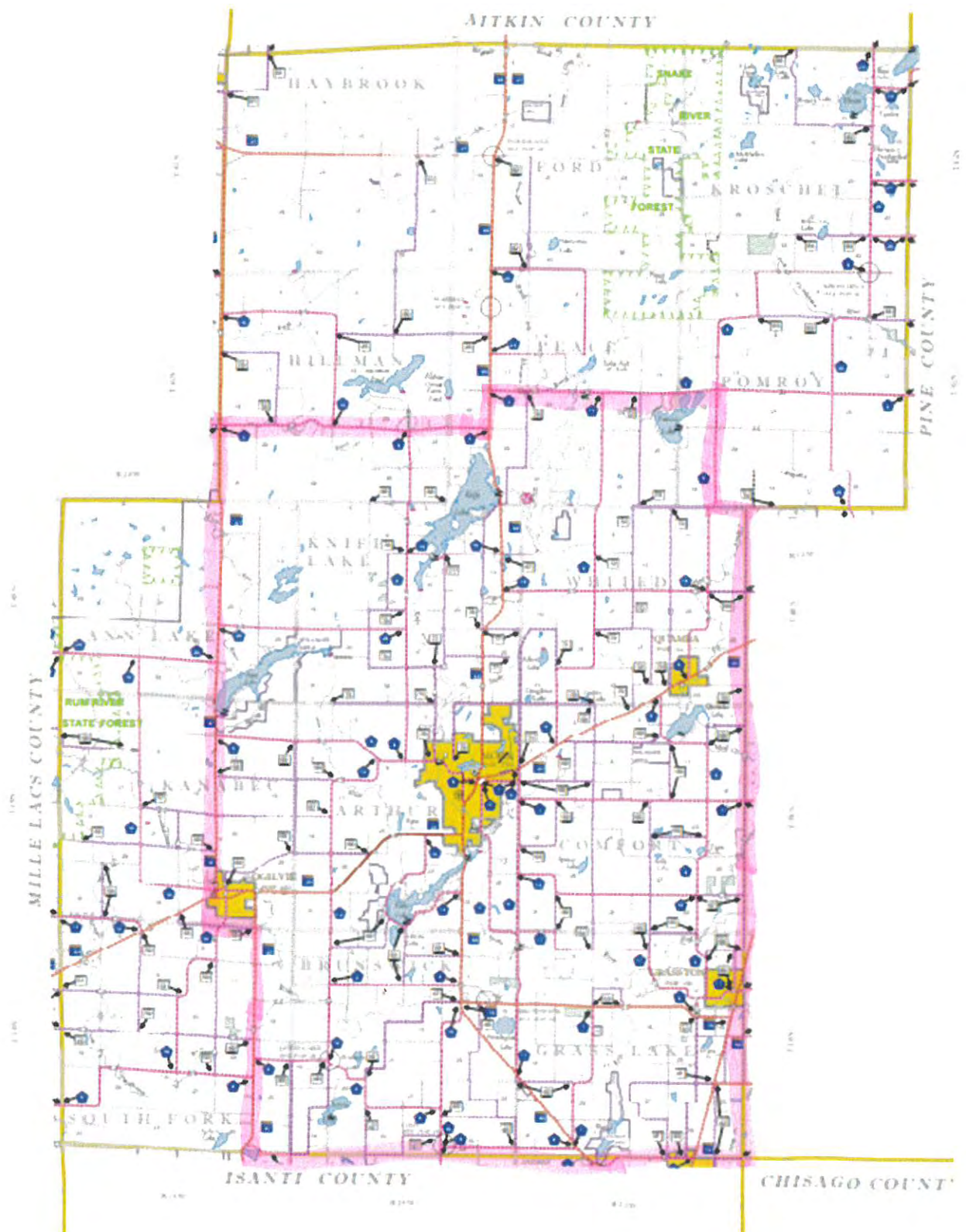
Agreement for Clinical Laboratory Training – George Washington University Resolution

WHEREAS, George Washington University has a nursing program and is in need of Clinical Laboratory training sites, and

WHEREAS, Kanabec County Community Health has facilities for providing a suitable training experience that meets the educational needs of the students enrolled in those programs, and

WHEREAS, it is in the best interest of Kanabec County Community Health to provide a training site where University students can learn and develop skills and qualifications needed to achieve the student's occupational goals and satisfy the Program requirements while assisting in the development of trained personnel to meet future area employment needs.

THEREFORE BE IT RESOLVED the Kanabec County Community Health Board approves the Community Health Director to sign an Agreement with George Washington University for Clinical Laboratory Training commencing on execution of both parties' signatures and terminating upon 90 days written notification to either party from the other.



Resolution # KCCH – 7/5/23
Central Minnesota Council on Aging Assisted
Transportation Grant Request Resolution

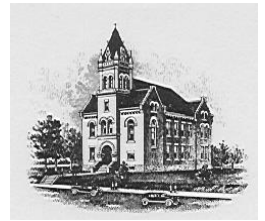
WHEREAS, there is an unmet need in the unserved areas of Kanabec County by Public Transit, and

WHEREAS, there is an opportunity to provide Assisted Transportation services to individuals aged 60+ in those areas in the County; and

WHEREAS, Central Minnesota Council on Aging has grant funds available for Assisted Transportation services for elderly persons to include providing or arranging for travel, including travel costs of individuals from one location to another, escorting or other appropriate assistance for a person who has difficulties (physical or cognitive) using regular vehicular transportation, and

WHEREAS, priority will be given for transportation to medical, social service appointments, grocery/pharmacy shopping/food shelves, hair dresser/barber appointments, place of worship, respite/adult day services, support groups and Evidence-based Health Promotion Programs.

THEREFORE BE IT RESOLVED the Kanabec County Community Health Board approves the Community Health Director to apply for the Assisted Transportation grant from Central Minnesota Council on Aging and to accept the grant and sign the Agreement, upon approval by the County Attorney, if it is awarded.



Kanabec County Resolution # – 7/5/23
MN Dept. of Transportation Public Transit grant Resolution

The Kanabec County has resolved to apply for the 2024 Greater Minnesota Operating Grant and enter into an Agreement with the State of Minnesota to provide public transit service.

Further resolved that the Kanabec County agrees to provide a local share of up to 5 percent of the total operating cost and up to 20 percent of the total capital costs.

Further resolved that the Kanabec County agrees to provide 100 percent of the local share necessary for expenses that exceed funds available from the State.

Further resolved that the Kanabec County authorized the Transit Director or Community Health Director to execute the Agreement and any amendments.

CERTIFICATION

I hereby certify that the foregoing resolution is a true and correct copy of the resolution presented to and adopted by the Kanabec County Board of Commissioners at a duly authorized meeting held on July 5, 2023.

Authorized Agent _____

Notary _____

(Format for resolution supplied by MnDOT)



As of Date: 05/2023
Report Basis: 2 1 - Cash
 2 - Modified Accrual
 3 - Full Accrual

Save Report: N

Comment:

FUND Range From 15 Thru 15

*** Kanabec County ***



Sheila
6/27/23 2:06PM

TRIAL BALANCE REPORT
As of 05/2023

Report Basis: Modified Accrual

Page 2

15 Community Health Fund

<u>Account</u>	<u>Beginning Balance</u>	<u>Actual This-Month</u>	<u>Actual Year-To-Date</u>	<u>Current Balance</u>
-----Assets-----				
1001 Cash	572,797.85	24,993.10 -	33,895.00	606,692.85
1003 Audit Adjustments To Cash	3,470.58	0.00	3,470.58 -	0.00
1110 Taxes Receivable - Prior & Delinquent	8,694.84	0.00	8,694.84 -	0.00
1201 Accounts Receivable (Acc)	122,280.28	0.00	122,280.28 -	0.00
1261 Due From Other Funds (Acc)	19,551.26	0.00	19,551.26 -	0.00
1281 Due From Other Governments (Acc)	210,237.96	0.00	210,237.96 -	0.00
Total Assets	937,032.77	24,993.10 -	330,339.92 -	606,692.85
---Liabilities and Balance-----				
Liabilities				
2020 Accounts Payable	523.17 -	29,641.41	0.00	523.17 -
2021 Accounts Payable (Acc)	42,813.34 -	0.00	42,813.34	0.00
2030 Salaries Payable	67,009.55 -	0.00	67,009.55	0.00
2091 Due To Other Funds (Acc)	1,864.26 -	0.00	1,864.26	0.00
2100 Due To Other Governments	4,508.34 -	0.00	4,508.34	0.00
2101 Due To Other Governments (Acc)	28,907.61 -	0.00	28,907.61	0.00
2230 Deferred Inflows	8,694.84 -	0.00	8,694.84	0.00
Total Liabilities	154,321.11 -	29,641.41	153,797.94	523.17 -
Fund Balance				
2881 Assigned Fund Balance	782,711.66 -	0.00	0.00	782,711.66 -
2910 Revenue Control	0.00	183,921.98 -	770,919.82 -	770,919.82 -
2925 Expenditure Control	0.00	179,273.67	947,461.80	947,461.80
Total Fund Balance	782,711.66 -	4,648.31 -	176,541.98	606,169.68 -
Total Liabilities and Balance	937,032.77 -	24,993.10	330,339.92	606,692.85 -
488 Kanabec Pine Community Health (fka 59)				
-----Assets-----				
Total Assets	0.00	0.00	0.00	0.00
---Liabilities and Balance-----				
Liabilities				
Total Liabilities	0.00	0.00	0.00	0.00
Total Liabilities and Balance	0.00	0.00	0.00	0.00
15 Community Health Fund	0.00	0.00	0.00	0.00

Sheila
6/27/23 2:06PM
15 Community Health Fund

**** Kanabec County ****

TRIAL BALANCE REPORT
As of 05/2023 Report Basis: Modified Accrual



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

Through May 2023

Department	Budget	Total year to date/ % of budget	Total	8.33% January	16.67% February	25.00% March	33.33% April	41.67% May
Pilt-Housing Authority								
Rev	0		0.00	0.00	0.00	0.00	0.00	0.00
Exp	0		0.00	0.00	0.00	0.00	0.00	0.00
Cares Act COVID-19 Grant								
Rev	0		0.00	0.00	0.00	0.00	0.00	0.00
Exp	0		0.00	0.00	0.00	0.00	0.00	0.00
Local Public Health Infrastructure								
Rev	482,287.00	11.42%	55,068.12	5,288.63	0.00	22,458.26	27,321.23	0.00
Exp	358,571.00	42.88%	153,771.09	44,533.53	48,901.91	18,693.96	24,143.87	17,497.82
Prevent Infectious Disease								
Rev	23,100.00	21.86%	5,050.60	617.94	186.43	64.31	27.42	4,154.50
Exp	22,518.00	25.45%	5,731.30	723.86	1,588.75	728.57	923.28	1,766.84
Environmental Health								
Rev	30.00	30.00%	9.00	0.00	3.00	3.00	3.00	0.00
Exp	5,272.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00
Healthy Communities-Adult Health								
Rev	276,109.00	46.87%	129,399.85	12,988.46	9,642.85	63,640.44	20,885.85	22,242.25
Exp	260,448.00	31.24%	81,360.31	16,395.40	16,780.96	15,727.44	16,374.02	16,082.49
Healthy Communities-Health Improvement								
Rev	584,957.00	37.91%	221,783.29	12,432.61	18,398.64	74,237.93	75,368.57	41,345.54
Exp	554,054.00	30.84%	170,858.48	31,508.40	42,740.22	31,028.26	41,267.89	24,313.71
Healthy Communities-Family Health								
Rev	581,672.00	51.37%	298,787.68	95,339.78	52,084.08	6,195.21	119,765.97	25,402.64
Exp	538,977.00	35.60%	191,872.94	36,389.12	38,026.73	39,051.97	41,082.16	37,322.96
Emergency Preparedness								
Rev	219,775.00	31.50%	69,228.33	7,002.77	28,205.24	0.00	22,883.65	11,136.67
Exp	185,517.00	30.59%	56,750.27	8,487.27	9,215.41	15,201.34	9,717.96	14,128.29
Assure Access-Case Management								
Rev	349,564.00	37.76%	132,009.84	22,342.40	28,447.31	25,723.98	24,729.15	30,767.00
Exp	328,046.00	39.90%	130,897.21	24,422.66	29,279.57	28,918.28	22,867.99	25,408.71
Assure Access-Home Care								
Rev	528,000.00	40.01%	211,252.74	34,967.26	31,582.98	40,537.89	55,291.23	48,873.38
Exp	792,091.00	38.38%	303,971.85	64,076.37	64,636.18	61,105.01	71,401.44	42,752.85
Agency Totals								
Rev	3,045,494.00	36.86%	1,122,589.45	190,979.85	168,550.53	232,861.02	346,276.07	183,921.98
Exp	3,045,494.00	35.96%	1,095,213.45	226,536.61	251,169.73	210,454.83	227,778.61	179,273.67

**outstanding
payments/payments not
yet posted**

Workforce Dev.	
CTC	
FAP	
LCTS	
LPHG	31,444.01
MCH	
SF/EBHV	
WIC TANF	3,500.00
RPC	11,447.05
SHIP	21,777.23
TANF	
WIC	5,939.00
CMCOA	
MN Choice	
mental hlth	
Suicide Prev	4,134.56
Covid Federal	
Home care	<u>26,482.06</u>
	104,723.91 estimate only see note below

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

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

amount has changed

Board Meeting 7/5/23

Abstract Totals for Commissioner Vouchers

Board Meeting 7/5/23	Amount	Vendors	Transactions
Abstract #1	\$74,577.27	35	75
Abstract #2			
Totals	\$74,577.27	35	75

Abstract Totals for Auditor Vouchers

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

Sheila
6/28/23 1:16PM

*** Kanabec County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 1

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

Explode Dist. Formulas: Y

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

Sheila
6/28/23 1:16PM
15 Community Health Fund

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 2

	Vendor Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
	No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
	1597 A Peace of Mind						
67	15-484-485-8480-6411		20,000.00	3 regional studio days	20240301	Program Supplies	N
68	15-484-485-8480-6411		2,000.00	mileage, hotel, meals	20240301	Program Supplies	N
	1597 A Peace of Mind		22,000.00	2 Transactions			
	434 Ability Network Inc						
26	15-484-487-8453-6211		252.42	June billing svc/eligibility	23M-0087949	Services & Charges	N
25	15-484-493-8452-6211		214.18	June billing svc/eligibility	23M-0087949	Services & Charges	N
24	15-484-496-8447-6211		298.31	June billing svc/eligibility	23M-0087949	Services & Charges	N
	434 Ability Network Inc		764.91	3 Transactions			
	538 Berg/Ashley						
49	15-484-485-8473-6331		83.84	May SEAL grant mileage		Mileage & Meals	N
48	15-484-487-8453-6331		19.65	May/June SF/EBHV mileage		Mileage & Meals	N
47	15-484-487-8456-6331		5.24	June WIC mileage		Mileage & Meals	N
	538 Berg/Ashley		108.73	3 Transactions			
	185 Bergstadt/Jennifer						
29	15-484-496-8449-6331		98.91	May/June HHA mileage		Mileage & Meals	N
	185 Bergstadt/Jennifer		98.91	1 Transactions			
	1396 Biever/Laurie						
30	15-484-496-8449-6331		96.29	May/June HHA mileage		Mileage & Meals	N
	1396 Biever/Laurie		96.29	1 Transactions			
	470 Breezy Point Resort						
12	15-484-490-8489-6411		1,620.00	MN supervisors assn conf		Program Supplies	N
	470 Breezy Point Resort		1,620.00	1 Transactions			
	3094 Burski/Kathy						
50	15-484-450-0000-6331		106.77	June mileage		Mileage & Meals	N
	3094 Burski/Kathy		106.77	1 Transactions			
	1594 Country Inn & Suites by Radisson						
13	15-484-485-8480-6331		217.32	ethics training	75157995	Mileage & Meals	N
	1594 Country Inn & Suites by Radisson		217.32	1 Transactions			
	1298 Gajewski/Farrah						
58	15-484-450-0000-6331		66.81	June admin mileage		Mileage & Meals	N
57	15-484-493-8452-6331		95.63	June CM mileage		Mileage & Meals	N

Sheila
6/28/23 1:16PM
15 Community Health Fund

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 3

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
1298	Gajewski/Farrah		162.44	2 Transactions		
62	1326 Hansen/Erika		282.31	May/June home care mileage		Mileage & Meals N
	15-484-496-8447-6331					
1326	Hansen/Erika		282.31	1 Transactions		
1	4184 Health Dimension Rehabilitation Inc		13,093.86	May PT services		Services & Charges N
	15-484-496-8447-6211					
2	15-484-496-8447-6211		9.53	May attempted visit credit		Services & Charges N
4184	Health Dimension Rehabilitation Inc		13,084.33	2 Transactions		
7	324 Healthcare First		104.74	June HHCAHPS fee	5371315	Services & Charges N
	15-484-496-8447-6211					
324	Healthcare First		104.74	1 Transactions		
31	234 Holland/Jeff		242.35	March home care mileage		Mileage & Meals N
	15-484-496-8447-6331					
32	15-484-496-8447-6331		289.51	April home care mileage		Mileage & Meals N
33	15-484-496-8447-6331		426.41	May home care mileage		Mileage & Meals N
234	Holland/Jeff		958.27	3 Transactions		
18	4151 Innovative Office Solutions, LLC		175.80	4 cases paper	SO-4146716	Program Supplies N
	15-484-485-8480-6411					
19	15-484-485-8480-6411		26.14	2 pkgs laminating pouches	SO-4146716	Program Supplies N
20	15-484-485-8480-6411		3.00	surcharge	SO-4146716	Program Supplies N
4151	Innovative Office Solutions, LLC		204.94	3 Transactions		
15	3095 Isanti County Public Health		945.24	May eats strategy		Grant Admin- Pass thru N
	15-484-485-8468-6880					
16	15-484-485-8468-6880		177.24	May moves strategy		Grant Admin- Pass thru N
17	15-484-485-8468-6880		3,308.37	May well-being strategy		Grant Admin- Pass thru N
3095	Isanti County Public Health		4,430.85	3 Transactions		
59	1323 Johnstone/Kristi		102.84	May/June home care mileage		Mileage & Meals N
	15-484-496-8447-6331					
1323	Johnstone/Kristi		102.84	1 Transactions		
27	667 Lighthouse Child & Family Services LLC		300.00	2 hours reflective practice	7239	Services & Charges N
	15-484-487-8453-6211					
28	15-484-487-8453-6211		29.47	travel	7239	Services & Charges N

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
667	Lighthouse Child & Family Services LLC		329.47	2 Transactions			
11	1236 MACMH						
	15-484-485-8444-6289		30.00	Comp school MH system trng	15462237	Staff Development	N
	1236 MACMH		30.00	1 Transactions			
41	377 Marco Inc						
	15-484-450-0000-6341		787.11	Sharp MX5070v copier agmt		Rental & Service Contracts Copier	N
	377 Marco Inc		787.11	1 Transactions			
21	198 Mille Lacs Co. Community & Veterans Ser						
	15-484-485-8468-6880		2,803.82	May eats strategy		Grant Admin- Pass thru	N
22	15-484-485-8468-6880		623.56	May tobacco strategy		Grant Admin- Pass thru	N
23	15-484-485-8468-6880		1,373.57	May well-being strategy		Grant Admin- Pass thru	N
	198 Mille Lacs Co. Community & Veterans Ser		4,800.95	3 Transactions			
34	8040 Miller, Patti						
	15-484-485-8480-6331		321.61	April RPC mileage		Mileage & Meals	N
65	15-484-485-8480-6331		1,550.03	June RPC mileage and meals		Mileage & Meals	N
66	15-484-485-8480-6411		25.00	June RPC supplies		Program Supplies	N
35	15-484-490-8489-6331		69.43	staff development		Mileage & Meals	N
	8040 Miller, Patti		1,966.07	4 Transactions			
14	14201 Minnesota Supervisors Conf Assoc						
	15-484-450-0000-6289		150.00	MN supervisors conf reg		Staff Development	N
	14201 Minnesota Supervisors Conf Assoc		150.00	1 Transactions			
63	1595 National Council for Mental Wellbeing						
	15-484-485-8444-6411		9.95	youth processing guide	MHFA23514	Supplies	N
64	15-484-485-8444-6411		19.95	youth teaching notes in person	MHFA23514	Supplies	N
	1595 National Council for Mental Wellbeing		29.90	2 Transactions			
51	52 Olson/Autumn						
	15-484-487-8450-6331		30.79	may/June TANF mileage		Mileage & Meals	N
52	15-484-487-8451-6331		23.58	June HP mileage		Mileage & Meals	N
53	15-484-487-8453-6331		208.94	May/June SF/EBHV mileage		Mileage & Meals	N
54	15-484-487-8457-6331		7.86	June MCH mileage		Mileage & Meals	N
55	15-484-490-8486-6331		13.10	June workforce dev mileage		Mileage & Meals	N
	52 Olson/Autumn		284.27	5 Transactions			

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
9	1593 Operation Parent						
	15-484-485-8480-6411		3,496.50	350 standart elem handbook	D 694	Program Supplies	N
10	15-484-485-8480-6411		5,246.50	350 standart H.S. handbook	D 694	Program Supplies	N
	1593 Operation Parent		8,743.00	2 Transactions			
	632 Pine County Health & Human Services						
3	15-484-485-8468-6880		1,173.31	May eats strategy		Grant Admin- Pass thru	N
4	15-484-485-8468-6880		566.05	May tobacco strategy		Grant Admin- Pass thru	N
5	15-484-485-8468-6880		1,728.87	May well-being strategy		Grant Admin- Pass thru	N
6	15-484-485-8468-6880		927.82	May moves strategy		Grant Admin- Pass thru	N
	632 Pine County Health & Human Services		4,396.05	4 Transactions			
	2712 Raudabaugh/Carey						
61	15-484-490-8489-6331		30.13	May vaxx campaign mileage		Mileage & Meals	N
60	15-484-493-8452-6331		403.48	Jan-Jun CM mileage		Mileage & Meals	N
	2712 Raudabaugh/Carey		433.61	2 Transactions			
	1030 Ringler/Jennie						
36	15-484-496-8449-6331		110.04	May/June HHA mileage		Mileage & Meals	N
	1030 Ringler/Jennie		110.04	1 Transactions			
	1322 Ringler/Jezzalyn						
37	15-484-496-8449-6331		191.26	May/June HHA mileage		Mileage & Meals	N
	1322 Ringler/Jezzalyn		191.26	1 Transactions			
	1893 Tamarac Medical,Inc						
8	15-484-487-8451-6432		14.95	1 blood lead test kit	118417	Medical Supplies	N
	1893 Tamarac Medical,Inc		14.95	1 Transactions			
	167 Telander/Sarah						
56	15-484-450-0000-6331		72.71	Mar-June admin mileage		Mileage & Meals	N
	167 Telander/Sarah		72.71	1 Transactions			
	1333 Tomczak/Kailey						
38	15-484-496-8449-6331		203.71	May/June mileage		Mileage & Meals	N
	1333 Tomczak/Kailey		203.71	1 Transactions			
	1268 Tomczak/Kristi						
40	15-484-496-8448-6331		55.03	June HM mileage		Mileage & Meals	N
39	15-484-496-8449-6331		224.00	May/June HHA mileage		Mileage & Meals	N

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
1268	Tomczak/Kristi		279.03	2 Transactions		
1328	True Directions, Inc.					
42	15-484-485-8490-6285		600.00	4 weeks peer rev svces on call	8	Contracted Work Peer Recovery Sup N
43	15-484-485-8490-6285		170.36	cell phone service	8	Contracted Work Peer Recovery Sup N
44	15-484-485-8490-6285		433.00	admin costs	8	Contracted Work Peer Recovery Sup N
45	15-484-485-8490-6285		24.98	PRSS travel	8	Contracted Work Peer Recovery Sup N
46	15-484-485-8490-6285		981.65	PRSS treatment svcs	8	Contracted Work Peer Recovery Sup N
1328	True Directions, Inc.		2,209.99	5 Transactions		
1835	Universal Apparel					
69	15-484-485-8480-6411		1,970.00	1000 woven tote bags	RPC4-2023	Program Supplies N
70	15-484-485-8480-6411		780.00	400 foam bottle bag insulators	RPC4-2023	Program Supplies N
71	15-484-485-8480-6411		426.50	10 backpacks	RPC4-2023	Program Supplies N
72	15-484-485-8480-6411		310.00	10 fleece jackets	RPC4-2023	Program Supplies N
73	15-484-485-8480-6411		350.00	5 ladies puffer vests	RPC4-2023	Program Supplies N
74	15-484-485-8480-6411		765.00	100 insulated water bottles	RPC4-2023	Program Supplies N
75	15-484-485-8480-6411		600.00	6 set up and print/embroidery	RPC4-2023	Program Supplies N
1835	Universal Apparel		5,201.50	7 Transactions		
15 Fund Total:			74,577.27	Community Health Fund	35 Vendors	75 Transactions
Final Total:			74,577.27	35 Vendors	75 Transactions	

Sheila
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**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	15	74,577.27	Community Health Fund	
	All Funds	74,577.27	Total	Approved by,
			
			

9:40am Appointment

July 5, 2023

REQUEST FOR BOARD ACTION

a. Subject: Cannabis Related Topics	b. Origination: Community Health & Sheriff's Office
c. Estimated time: 10-15 minutes	d. Presenter(s): Kathy Burski, Community Health Director and Brian Smith, Sheriff

e. Board action requested:

Discuss the new adult-use cannabis law, the existing County interim ordinance placing moratorium on the sale of hemp derived THC food and beverages, and plans for next steps.

f. Background:

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

Attachments include information from AMC and examples of ordinances from other counties

The Minnesota Legislature passed the adult-use cannabis bill this session, legalizing the use, possession, and sale of cannabis in Minnesota. The possession and personal growing of cannabis will become legal August 1, 2023, and retail, agricultural, and manufacturing cannabis businesses will likely become licensed in early 2025.

Personal Adult-Use Cannabis

- An individual 21 years or older may use, possess, or transport cannabis paraphernalia and products.
- An individual 21 years or older may use cannabis products in a private residence (unless prohibited by the owner) and at a business or event licensed to permit on-site consumption.
- The use of cannabis is prohibited in a motor vehicle and at any location where smoking is prohibited.
- An individual may not operate a motor vehicle under the influence of cannabis or hemp products.
- An individual may not give cannabis or hemp products to an individual under the age of 21.

Local Governments Can:

- ✓ Prohibit the operation of all cannabis businesses and operations within 1,000 feet of a school, or 500 feet of a daycare, residential treatment facility, or a children's attraction within a public park.
- ✓ Adopt reasonable hours on the time, place, and manner of the operation of all cannabis businesses and operations.
- ✓ By ordinance, limit the number of licensed cannabis retailers, cannabis mezzo businesses, and cannabis microbusinesses to no fewer than one registration for every 12,500 residents.

Office of Cannabis Management

The Office of Cannabis Management (OCM) is being created to oversee the legalization and market of medical cannabis, adult-use cannabis, and hemp products. The OCM will establish legal limits on the use, possession, and transportation of cannabis and hemp products, and establish the cannabis industry community renewal grant program.

The OCM must promote the public health and welfare of Minnesota, protect public safety, eliminate the illicit cannabis market, meet market demands for cannabis and hemp products, and prioritize growth and recovery in communities that have experienced a disproportionate, negative impact from cannabis prohibition. The Cannabis Advisory Council will be created to review the national cannabis policy, examine the effectiveness of state cannabis policy, review developments in the cannabis and hemp industries, take public testimony, and make recommendations to the OCM.

Local government will have three representatives on the council, one representative from the Association of Minnesota Counties (AMC), the League of Minnesota Cities (LMC), and the Local Public Health Association of Minnesota (LPHA).

Cannabis and Hemp Business General Operations

- All cannabis and hemp businesses must use the statewide monitoring system.
- Businesses can only sell products approved by the OCM.
- All cannabis and hemp businesses must maintain and follow a security plan.
- Individuals 21 and younger cannot enter or work at a cannabis facility, nor purchase cannabis products.
- A local unit of government must conduct compliance checks of every cannabis and hemp business with a retail issued registration.

Local Control

A local unit of government must certify whether a proposed cannabis business complies with local zoning ordinances within 30 days of receiving a copy of an application for a cannabis business license from the office. The OCM is required to establish an expedited process to review and respond to complaints made by a local unit of government about a cannabis business.

Before making retail sales, a cannabis microbusiness, mezzo business, retailer, medical cannabis retailer, medical cannabis combination business, or lower-potency hemp retailer, must register with the city, town, or county in which the retail establishment is located. A local unit of government may impose an initial retail registration fee of no more than \$500 and may also impose a retail registration renewal fee.

Cannabis Revenue

Cannabis will be taxed by the state at 10% with an amount set by the OCM going to local governments. The amount will be split equally between counties and cities. 20% of the amount to go to counties must be distributed equally among all counties and 80% must be distributed proportionately to each county according to the number of cannabis businesses located in the county compared to the number of cannabis businesses in all counties as of the most recent certification. \$10 million dollars will go to local public health departments annually for prevention and education efforts. Imposing a local cannabis tax is prohibited. ■

Potential County Actions:

- ✓ Update human resources policies on employee drug testing and documentation of working while inebriated.
- ✓ Add training for law enforcement on road safety to identify inebriated driving and using the pilot roadside testing system.
- ✓ Conduct a study for the purpose of considering adoption of reasonable restrictions on the time, place, and manner of the operation of a cannabis business. Issuing a study allows local governments to adopt an interim ordinance to regulate, restrict, or prohibit the operation of a cannabis business within the jurisdiction or a portion thereof until January 1, 2025.
- ✓ Adopt local ordinances pertaining to:
 - *Establishing a petty misdemeanor offense for public use of cannabis;*
 - *Regulating cannabis businesses water and energy use and solid waste and odor management;*
 - *Defining hours of operation for cannabis retail businesses and number of retail stores based on population; and*
 - *Regulating home growth of personal cannabis plants.*
- ✓ Prepare for the record expungement process. The Bureau of Criminal Apprehension will identify individuals qualified for expungement. The bureau will inform arresting or citing law enforcement agency or prosecutorial office with records affected by the grant of expungement.
- ✓ Develop policy for reviewing event license requests.

About the Legislation

The legislation creates the framework for adult-use cannabis in Minnesota and establishes a new Office of Cannabis Management, which will regulate cannabis (including for the adult-use market, the Medical Cannabis Program, and for lower-potency hemp edibles) and issue licenses and develop regulations outlining how and when businesses can participate in the industry.

Key points

- The regulatory framework will take time to develop and will require input from communities throughout the state. More information for businesses interested in participating in Minnesota's adult-use, medical and lower-potency hemp edible markets will be posted on this website when available.
- The legislation proposes that retail sales for adult use cannabis in Minnesota begin in the first quarter of 2025.
- Beginning Aug. 1, 2023, the legislation will allow Minnesotans to possess and use certain amounts of cannabis and cannabis products.
- The legislation allows adults age 21 and older to possess or transport up to 2 ounces of cannabis flower, 8 grams of concentrate and 800 milligrams of edible product (including low-potency hemp-derived product). An adult may also possess up to two pounds of cannabis flower in a private residence.
- Minnesota will continue to have a Medical Cannabis Program, which will move from the Minnesota Department of Health to the Office of Cannabis Management effective March 1, 2025.
- Lower-potency hemp edibles will continue to be sold. Regulation of these products will move to the Minnesota Department of Health, and then transfer to the Office of Cannabis Management on March 1, 2025.

Status of Minnesota's Hemp Program

[Minnesota's Hemp Program](#) will remain. Hemp production and the processing of hemp plants and plant parts harvested from production fields will continue to be regulated by Minnesota Department of Agriculture (MDA). The passage of adult-use cannabis in Minnesota does not change those hemp

regulations. Producers will continue to need an annual license from MDA to grow hemp or process grain, fiber or raw hemp flower in the state.

However, the adult-use law does create regulatory oversight for cannabinoid products, including those produced from hemp. Licensing and inspections of manufacturing and retail facilities will be required. The Minnesota Department of Health will initially oversee temporary regulations until their transfer to the Office of Cannabis Management in 2025.

Hemp Program resources

- [Hemp in Food FAQs](#)
- [Hemp Derived Edible Cannabinoid Product Guidance for Food Operators \(PDF\)](#)

[Return to top](#)

[Minnesota.gov](#)

Media inquiries: peter.raeker@state.mn.us

Title and Summary
Of
Rock County Hemp Derived Products Ordinance

The following Ordinance is hereby published by title and summary:

1. Title of Ordinance: Rock County Hemp Derived Product Ordinance
2. Summary of Ordinance:

Section 1: Defines the purpose of the Ordinance to regulate the sale of hemp derived products that may be legally sold under Minnesota law.

Section 2: Sets forth definitions of terms use in the Ordinance.

Section 3: Provides that a County license is required prior to offering for sale any licensed products. Specifies the procedure for applying for a license and sets the minimum clerk age at 21. Establishes the license term and provides for renewals. Restricts the sale of licensed products within 1,000 feet of school building or property; Prohibits pharmacies and healthcare practitioners who certify qualifying conditions for medical cannabis patients. Establishes the maximum number of retail licenses.

Section 4: Provides that every license must designate a manager and an agent for service of process.

Section 5: Section 6: Sets forth the bases for denial of a license.

Section 7: Describes prohibited sales; including self-serving displays, vending machines, and delivery sales. Indicates that licensee is responsible for actions of employees. Sets the minimum age for a sales clerk at 21 years of age and identifies requirements for signage and age verification.

Sections 8: The licensee is responsible for the action of their employees.

Section 9: Provides for compliance checks.

Section 10: Prohibits anyone over the age of 21 or older to purchase or otherwise obtain licensed products on behalf of a person under the age of 21 and prohibits the use of false identification.

Section 11: Provides certain exceptions to the Ordinance related to lawfully recognize religious, spiritual or cultural ceremony or other indigenous practices.

Section 12: Sets forth administrative process related to violations and sets penalties for violations of \$600 for first violation; \$1000 for the second violation along with suspension; and \$2,000 along with revocation after third violation.

Section 13: Contains a severability and savings clause.

Section 14: Provides that the ordinance is to be effective on this date of publication and provides that existing licensees shall have until December 31, 2022, to sell and remove inventories of products that are no longer permitted to be sold under the provisions of this Ordinance.

3. Availability of Ordinance: A complete printed copy of this Ordinance is available for inspection by an person during regular business hours in the office of the County Administrator located at 204 East Brown, Luverne, Minnesota 56156. This Ordinance was passed by the Board of Commissioners of the County of Rock on the 18th day of, and shall become effective immediately upon the date of publication.

Gary Overgaard
Board Chairperson

ATTEST:

Kyle J. Oldre
County Administrator

Introduced: 09/20/2022
Passed: 11/22/2022
Published: 12/01/2022
Effective: 12/02/2022

Rock County Hemp Derived Products Ordinance
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Section 6: Basis for Denial of License.....	7
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Section 9: Compliance Checks and Inspections.....	9
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Rock County Hemp Derived Product Ordinance

Section 1. Findings of Fact and Purpose. The Rock County Board of Commissioners finds that, based on the most reliable and up-to-date scientific evidence, the rapid introduction of newly legalized hemp derived products presents a significant potential threat to the public health, safety, and welfare of the residents of the County, and particularly to youth. Hemp derived products have become increasingly common and are available in a variety of flavors and forms that appeal to children and young adults and may lead to negative health consequences. The County desires to enact this licensing requirement in an effort to prevent children and young adults from purchasing and using hemp derived products. The intent of this section is to require a license for the sale of those hemp derived psychotropic cannabinoid products that may be legally sold under Minnesota law.

Section 2. Definitions. Except as may otherwise be provided or clearly implied by context, all terms are given their commonly accepted definitions. For the purpose of this ordinance, the following definitions apply unless the context clearly indicates or requires a different meaning:

Subd. 1. COMPLIANCE CHECKS. The system the County uses to investigate and ensure that those authorized to sell licensed products are following and complying with the requirements of this ordinance. COMPLIANCE CHECKS involve the use of persons under the age of 21 who purchase or attempt to purchase licensed products. COMPLIANCE CHECKS may be conducted by the County, other units of government or other designated entities for educational, research, and training purposes or for investigating or enforcing federal, state, or local laws and regulations relating to licensed products. The age requirements for persons participating in compliance checks under this section shall not affect the age requirements in federal law for persons participating in federally required compliance checks of these locations.

Subd. 2. DELIVERY SALE. The sale of any licensed product to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over-the-counter sales transaction in a licensed retail establishment. DELIVERY SALE includes but is not limited to the sale of any licensed product when the sale is conducted by telephone, other voice transmission, mail, the internet, or app-based service. DELIVERY SALE includes delivery by licensees or third parties by any means, including curbside pick-up.

Subd. 3. EDIBLE CANNABINOIDS. Any product that contains THC and (1) is intended to be eaten or consumed as a beverage by humans, (2) is not a drug as defined in Minn. Stat. § 151.01, Subd. 5, and (3) in combination with food ingredients, contains no more THC than the amount permitted for edible cannabinoids under Minn. Stat. § 151.72. In addition, no claim can be made or implied that the product can prevent, treat, or cure a disease, or alter the structure or function of a human or animal body.

Subd 4. THC. Tetrahydrocannabinol.

Subd. 5. LICENSED PRODUCTS. The term that collectively refers to any product which meets *all* of the requirements included in Minn. Stat. § 151.72.

Subd. 6. MOVEABLE PLACE OF BUSINESS. Any form of business that is operated out of a kiosk, truck, van, automobile or other type of vehicle, transportable shelter or temporary structure and that is not a fixed address or other permanent type of structure licensed for over-the-counter sales transactions.

Subd. 7. NONINTOXICATION CANNABINOID. Product intended for human or animal

consumption by any route of administration, that is NOT an edible cannabinoid. Examples include, but are not limited to tablets, capsules, solutions, tinctures, or other products meant for topical administration; products meant to be inhaled, smoked, vaped, sprayed into nostrils, or insufflated; and hemp flowers and buds.

Subd. 8. PHARMACY. A place of business at which prescription drugs are prepared, compounded, or dispensed by or under the supervision of a pharmacist and from which related clinical pharmacy services are delivered.

Subd. 9. RETAIL ESTABLISHMENT. Any place of business where licensed products are available for sale to the general public. RETAIL ESTABLISHMENT may include, but is not limited to grocery stores, tobacco products shops, convenience stores, liquor stores, gasoline service stations, bars, and restaurants.

Subd. 11. SALE OR SELL. Any transfer of goods for money, trade, barter or other consideration.

Subd. 12. SELF-SERVICE DISPLAY. The open display of licensed products in a retail establishment in any manner where any person has access to the licensed products without the **assistance or intervention of the licensee or the licensee's employee** and where a physical **exchange of the licensed product from the licensee or the licensee's employee to the customer** is not required in order to access the licensed products.

Subd. 13. VENDING MACHINE. Any mechanical, electric or electronic, or other type of device that dispenses licensed products upon the insertion of money, tokens, or other form of payment into or onto the device by the person seeking to purchase the licensed product.

Subd. 14 HEMP DERIVED PRODUCTS. Any product statutorily allowed edible cannabinoids.

Section 3. License Required. No person shall sell or offer to sell any licensed product without first having obtained a license to do so from the County. There shall be a separate license for selling Tobacco or Tobacco Related Products and for selling Hemp Derived Products. Every licensee under this Section shall be responsible for the acts or omissions regulated under this Section.

Subd. 1. Application. An application for a license to sell licensed products must be made on a form provided by the County. The application must contain the full name of the applicant, the **applicant's residential and business addresses and telephone numbers, the name of the business** for which the license is sought, and any additional information the County deems necessary. Upon receipt of a completed application, the application will be brought to County Board for action at its next regularly scheduled meeting. If an application is incomplete, it will be returned to the applicant with notice of the information necessary to make the application complete.

Subd. 2. Action. The County may approve or deny the application for a license, or it may delay action for a reasonable period of time to complete any investigation of the application or the applicant deemed necessary. If the County approves the application, a license is issued. If the County denies the application, notice of the denial will be given to the applicant along with notice **of the applicant's** right to appeal the decision.

Subd. 3. Term. The licensing period for all retailer licenses issued under this section begins on January 1 of a calendar year and ends on the last day of December of the same calendar year. If a license is revoked, the person licensed under this ordinance shall immediately surrender the license to the County.

Subd. 4. Revocation or suspension. Any license issued may be suspended or revoked following the procedures set forth in Section 12.

Subd. 5. Transfers. All licenses issued are valid only on the premises for which the license was issued and only for the person to whom the license was issued. The transfer of any license to another location or person is prohibited. If the name or form of a business changes, such as from a limited liability company to a corporation, but the percent owned by each individual owner does not change, a new license does not need to be issued.

Subd. 6. Display. All licenses must be posted and displayed at all times in plain view of the general public in the retail establishment.

Subd. 7. Renewals. The renewal of a license issued under this ordinance will be handled in the same manner as the original application. The request for a renewal must be made at least 30 days, but no more than 60 days, before the expiration of the current license.

Subd. 8. Issuance is a privilege and not a right. The issuance of a license is a privilege and does not entitle the license holder to an automatic renewal of the license.

Subd. 9. Minimum clerk age. Individuals employed by a licensed retail establishment under this ordinance must be at least 21 years of age to sell licensed products.

Subd. 10. Maximum number of licenses. The maximum number of licenses issued by the County at any time is limited to one (1) per 2000 county residents as determined by the latest US Census data. When the maximum number of licenses has been issued, the County may place persons seeking licensure on a waiting list and allow them to apply on a first-come, first-served basis, as licenses are not renewed or are revoked. A new applicant who has purchased a business location holding a valid County license will be entitled to first priority, provided the new applicant meets all other application requirements in accordance with this ordinance. If the number of licenses decreases because of a decline in population, the number of licenses then in place shall be maintained and renewed until an existing licensee is revoked or not renewed.

Subd. 14. Pharmacies ineligible for licensure. No existing license will be eligible for renewal to any pharmacy, including any retail establishment that operates or contains an on-site pharmacy, and no pharmacy or any retail establishment that operates an on-site pharmacy will be granted a new license.

Subd. 15. Licensed Liquor Establishments ineligible for licensure. No establishment licensed to sell liquor both on sale or off sale may have a Hemp Derived Product license.

Subd. 15. Healthcare Practitioners who certify qualifying conditions for medical cannabis ineligible for licensure. No license will be granted to any healthcare practitioner who certifies qualifying conditions for medical cannabis patients.

Subd. 16. Samples prohibited. No person shall distribute samples of any licensed product free of charge or at a nominal cost. The distribution of licensed products as a free donation is prohibited.

Section 4: Manager or substantial owner Presence Required. Before a license is issued to someone other than a natural person who is a resident of the county, there shall be designated in writing a natural person, a manager or agent. The manager or agent shall be primarily responsible for the conduct of the licensed premises. There shall also be designated an agent for service of notices and other process relating to the license, and if such agent is not a resident of the State of Minnesota, the licensee and/or the agent shall waive any objections to service or jurisdiction. The manager must be a natural person who, by reason of age, character, reputation, and other attributes, could qualify individually as a licensee. The licensee shall notify the County, in writing, of any change in the designation of manager or agent.

Section 5. Fees. No license will be issued under this ordinance until the appropriate license fees are **paid in full. The fees will be established by the County's fee schedule and may be amended from time to time.**

Section 6. Basis for Denial of License.

Subd. 1. Grounds for denial. Grounds for denying the issuance or renewal of a license include, but are not limited to, the following:

- A. The applicant is under 21 years of age.
- B. The applicant has been convicted within the past five years of any violation of a federal, state, or local law, ordinance provision, or other regulation relating to licensed products.
- C. The applicant has had a license to sell licensed products suspended or revoked within the preceding 12 months of the date of application.
- D. The applicant fails to provide any of the information required on the licensing application, or provides false or misleading information.
- E. The applicant is prohibited by federal, state, or other local law, ordinance, or other regulation from holding a license.
- F. The business for which the license is requested is a moveable place of business. Only fixed-location retail establishments are eligible to be licensed.
- G. The applicant has a felony conviction or a gross misdemeanor conviction for controlled substance.

Subd. 2. Discovery of Grounds after Issuance of License. If a license is mistakenly issued or renewed to a person, the County will revoke the license upon the discovery that the person was ineligible for the license under this ordinance. The County will provide the license holder with notice of the revocation, along with information on the right to appeal.

Section 7. Prohibited Sales.

Subd. 1. General. In general. No person shall sell or offer to sell any licensed product:

- A. No person may sell any hemp derived edible product that is not in compliance with the requirements of Minn. Stat. § 151.72, including but not limited to the packaging, labeling, and other requirement for edible cannabinoids provided by Minn. Stat § 151.72, subdivisions 4, 5 and 5a.
- B. By means of any type of vending machine.
- C. By means of self-service display. All licensed products must be stored behind the sales counter, in a locked case, in a storage unit, or in another area not freely accessible to the general public.
- D. By means of delivery sales. All sales of licensed products must be conducted in person, in a

- licensed retail establishment, in over-the-counter sales transactions.
- E. By any other means, to any other person, or in any other manner or form prohibited by federal, state, or other local law, ordinance provision, or other regulation.

Subd. 2. Legal age. No person shall sell any licensed product to any person under the age of 21.

- A. Age verification. Licensees must verify by means of government-issued photographic **identification containing the bearer's date of birth that the purchaser is at least 21 years of age**. Verification is not required for a person over the age of 30. That the person appeared to be 30 years of age or older does not constitute a defense to a violation of this subsection.
- B. Signage. Notice of the legal sales age, age verification requirement, and possible penalties for underage sales must be posted prominently and in plain view at all times at each location where licensed products are offered for sale. The required signage, which will be provided to the licensee by the County, must be posted in a manner that is clearly visible to anyone who is or is considering making a purchase.

This provision does not prohibit the sale of lawfully manufactured and packaged hemp derived products as allowed under state law.

Section 8. Responsibility. All licensees are responsible for the actions of their employees regarding the sale, offer to sell, and furnishing of licensed products on the licensed premises. The sale, offer to sell, or furnishing of any licensed product by an employee shall be considered an act of the licensee. Nothing in this section shall be construed as prohibiting the County from also subjecting an employee or other personnel to whatever penalties are appropriate under this ordinance, State, or Federal law, or other applicable law or regulation.

Section 9. Compliance Checks and Inspections. All licensed premises must be open to inspection by law enforcement or other authorized County officials during regular business hours. From time to time, the County will conduct compliance checks that involves the participation of a person at least 17 years of age, but under the age of 21 to enter the licensed premises to attempt to purchase licensed products. Prior written consent from a parent or guardian is required for any person under the age of 18 to participate in a compliance check. Persons used for the purpose of compliance checks will be supervised by law enforcement or other designated personnel. No persons conducting compliance checks will use false identification misrepresenting their age, and shall answer all questions about their age asked by the licensee or their employees truthfully. Nothing in this section shall prohibit compliance checks authorized by the State or Federal laws for education, research, or training purposes, or required for the enforcement of a particular State or Federal law.

Section 10. Other Prohibited Acts. Unless otherwise provided, the following acts are an administrative violation of this ordinance:

Subd. 1. Prohibited furnishing or procurement. It is a violation of this ordinance for any person 21 years of age or older to purchase or otherwise obtain any licensed product on behalf of a person under the age of 21. It is also a violation for any person 21 years of age and older to coerce or attempt to coerce a person under the age of 21 to purchase or attempt to purchase any licensed product.

Subd. 2. Use of false identification. It is a violation of this ordinance for any person to use

any form of false identification, whether the identification is that of another person or has been modified or tampered with to represent an age older than the actual age of the person using that identification.

Section 11. Exceptions and Defenses.

Subd. 1. Religious, Spiritual, or Cultural Ceremonies or Practices. Nothing in this ordinance prevents the provision of tobacco or tobacco-related devices to any person as part of an indigenous practice or a lawfully recognized religious, spiritual, or cultural ceremony or practice.

Subd. 2. Reasonable Reliance. It is an affirmative defense to a violation of this ordinance for a person to have reasonably relied on proof of age as described by state law.

Section 12. Violations and Penalties.

Subd. 1. Violations.

- A. Notice. A person violating this ordinance may be issued, either personally or by mail, a citation from the County that sets forth the alleged violation and that informs the alleged violator of their right to a hearing on the matter and how and where a hearing may be requested, including a contact address and phone number.
- B. Hearings.
 - 1. Upon issuance of a citation, a person accused of violating this ordinance may request in writing a hearing on the matter. Hearing requests must be made within 10 business days of the issuance of the citation and delivered to the County Clerk or other designated County officer. Failure to properly request a hearing within 10 **business days of the issuance of the citation will terminate the person's right to a hearing.**
 - 2. The County Clerk or other designated County officer will set the time and place for the hearing. Written notice of the hearing time and place will be mailed or delivered to the accused violator at least 10 business days prior to the hearing.
- C. Hearing Officer. The County will designate a hearing officer. The hearing officer will be an impartial employee of the County or an impartial person retained by the County to conduct the hearing.
- D. Decision. A decision will be issued by the hearing officer within 10 business days of the hearing. If the hearing officer determines that a violation of this ordinance did occur, that **decision, along with the hearing officer's reasons for finding a violation and the penalty** to be imposed, will be recorded in writing, a copy of which will be provided to the County and the accused violator by in-person delivery or mail as soon as practicable. If the hearing officer finds that no violation occurred or finds grounds for not imposing any penalty, those findings will be recorded and a copy will be provided to the County and the acquitted accused violator by in-person delivery or mail as soon as practicable. The decision of the hearing officer is final, subject to an appeal as described in section 12, Subd. (1)(f).
- E. Costs. If the citation is upheld by the **hearing officer, the County's actual expenses** in holding the hearing up to a maximum of \$1,000 must be paid by the person requesting the hearing.
- F. Appeals. Appeals of any decision made by the hearing officer must be filed in Rock County district court within 10 business days of the date of the decision.
- G. Continued violation. Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense.

Subd. 2. Administrative Penalties.

- A. Licensees. Any licensee cited for violating this ordinance, or whose employee has violated this ordinance, will be charged an administrative fine of \$600 for a first violation; and \$1,000 for a second or subsequent offense at the same location within a 36-month period. Upon the second violation, the license will be suspended for a period of not less than 7 consecutive days and may be revoked. Upon a third violation within a 36-month period, the license will be revoked and a \$2,000 fine.
- B. Employees of licensees and other individuals. Individuals, who are found to be in violation of this ordinance, may be charged an administrative fine of \$50.
- C. Statutory penalties. If the administrative penalty for violations against licensed retailers under Section 11(B)(1) authorized to be imposed by Minn. Stat. § 151.72, as it may be amended from time to time, differ from that established in this section, then the higher penalty will prevail.

Subd. 3. Misdemeanor prosecution. Nothing in this section prohibits the County from seeking prosecution as a misdemeanor for an alleged violation of this ordinance.

Section 13. 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 14. Effective Date. This ordinance adopted November 22, 2022 becomes effective on the date of its publication, or upon the publication of a summary of the ordinance as provided by Minn. Stat. § 412.191, subd. 4, as it may be amended from time to time, which meets the requirements of Minn. Stat. § 331A.01, subd. 10, as it may be amended from time to time.

Gary Overgaard
Board Chairperson

ATTEST:

Kyle J. Oldre
County Administrator

11/22/2022
Date

COUNTY OF FILLMORE STATE OF MINNESOTA

ORDINANCE NO. 20230523- CANNABINOID

ORDINANCE REGULATING THE SALE OF HEMP DERIVED CANNABINOID PRODUCTS

THE FILLMORE COUNTY COMMISSIONERS HEREBY ORDAIN AS FOLLOWS:

SECTION 1. ENACTMENT.

This Ordinance is adopted by the Fillmore County Commissioners for the purpose of protecting public health and safety by regulating the sale of hemp derived cannabinoid products within Fillmore County. The provisions of Minn. Stat. Sec. 151.72, as they may be amended from time to time, are hereby adopted by reference and are made a part of this ordinance as if set out in full.

SECTION 2. PURPOSE AND INTENT.

The purpose of this chapter is to regulate the sale of any product that meets the requirements to be sold as a hemp derived cannabinoid product under Minn. Stat. §151.72 for the following reasons:

- (a) By enacting 2022 Session Law Chapter 98, Article 13, the Minnesota Legislature amended Minn. Stat. §151.72 to allow for the sale of hemp derived cannabinoid products containing low levels of any type of tetrahydrocannabinol, also known as “THC”.
- (b) Minn. Stat. Sec. 151.72 does not prohibit counties or municipalities from adopting and enforcing local ordinances intended to regulate persons or businesses who sell hemp derived cannabinoid products. Said local regulations and ordinances include but are not limited to local zoning and land use regulations, public health and safety regulations, and business license requirements.
- (c) Various public health organizations and entities note that the growing acceptance, accessibility, and use of hemp derived cannabinoid products containing low levels of any type of THC, including THC products used for medical purposes, have raised important public health concerns. There is a lack of aggregated knowledge regarding possible negative health effects or dangers associated with hemp derived cannabinoid products that has led to uncertainty about the impact of its use.
- (d) Fillmore County (hereinafter “the county”) recognizes the risks that unintended access and the use of hemp derived cannabinoid products present to the health, welfare, and safety of youth in Fillmore County.
- (e) The Minnesota Legislature recognized the risks of hemp derived cannabinoid product use among the public at large and youth when it limited THC potency and serving size, enacted labeling requirements, required hemp derived cannabinoid products be packaged without appeal to children, and limited accessibility of said products to individuals under the age of 21.

- (f) State law authorizes the Board of Pharmacy to adopt product and testing standards in part to curb the illegal sale and distribution of hemp derived cannabinoid products and ensure the safety and compliance of commercially available hemp derived cannabinoid products in the state of Minnesota
- (g) The county wishes to be proactive by making decisions and enacting regulations that will mitigate any threat presented by the illegal sale and distribution of hemp derived cannabinoid products and reduce exposure of young people to the marketing and use of hemp derived cannabinoid products. The County also wishes to improve compliance among hemp derived cannabinoid product retailers with laws prohibiting the sale or marketing of hemp derived cannabinoid products to youth.
- (h) The County also wishes to be proactive in protecting public health and safety by regulating the marketing and sale of hemp derived cannabinoid products containing excessive amounts of THC, the marketing and sale of adulterated hemp derived cannabinoid products, the marketing and sale of hemp derived cannabinoids which may not be properly labeled or packaged, or other violations of Minn. Stat. Sec. 151.72 which negatively impact public health and safety.
- (i) A local regulatory system for hemp derived cannabinoid product retailers is appropriate to ensure that retailers comply with hemp derived cannabinoid product laws and business standards which protect the health, safety, and welfare of all Fillmore County residents and especially youth under the age of 21.
- (j) A requirement for a hemp derived cannabinoid product retailer license will not unduly burden legitimate business activities of retailers or individuals who sell or distribute hemp derived cannabinoid products to adults. Licensing will allow Fillmore County to regulate the operation of lawful businesses and discourage violations of state and local laws related to hemp derived cannabinoid products.
- (k) In making these findings and enacting this ordinance, it is the intent of the Fillmore County Commissioners to ensure responsible hemp derived cannabinoid product retailing, allow legal sale and access, and discourage violations of hemp derived cannabinoid product related laws, especially those which prohibit or discourage the marketing, sale, or distribution of hemp derived cannabinoid products to youth under 21 years of age.

SECTION 3. 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 in this section, except where the context clearly indicates a different meaning:

- (a) **Alcohol Retailers:** provide alcohol under off-sale or on-sale licenses as defined by Minnesota State Statute 340A.101
- (b) **Cannabinoids:** are a structural class of naturally occurring chemical constituents found in hemp or cannabis that may either be non-intoxicating or intoxicating.
- (c) **Cannabinoid Products:** means products that contain any amount of either edible or non-edible cannabinoid products, or both. The only cannabinoid products authorized for sale and purchase under this ordinance are those cannabinoid products derived from certified hemp or industrial hemp and which comply with the THC limits and other requirements set forth in Minn. Stat. Sec. 151.72.

- (d) **Cannabinoid Store:** means any premises primarily dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of edible and non-edible cannabinoid products or paraphernalia; provided, however, that any other retail use that only sells these cannabinoid products as an ancillary sale shall not be defined as a “cannabinoid store.”
- (e) **Certified Hemp:** means hemp plants that have been tested and found to meet the requirements of Minnesota Statutes Chapter 18K and the rules adopted thereunder.
- (f) **Child Resistant Packaging:** is designed or constructed to be significantly difficult for children under five years of age to open, and not difficult for normal adults to use properly. This packaging meets Code of Federal Regulations, title 16, section 1700.15(b), as in effect on January 1, 2015, and was tested in accordance with the method described in Code of Federal Regulations, title 16, section 1700.20, as in effect on January 1, 2015.
- (g) **Coupon:** allows customers to purchase goods or services at a reduced price.
- (h) **Compliance Checks:** is the system the county or city uses to investigate and ensure that those authorized to sell licensed hemp derived cannabinoid products are following and complying with the requirements of this ordinance. Compliance checks may also be conducted by the county or other units of government for educational, research, and training purposes or for investigating or enforcing Tribal, federal, state, or local laws and regulations relating to licensed products.
- (i) **Delivery Sale:** means the sale of any cannabinoid product to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over-the-counter sales transaction in a cannabinoid retail establishment. Delivery sale includes the sale of any cannabinoid product when the sale is conducted by telephone, other voice transmission, mail, the internet, or app-based service. Delivery sale includes delivery by licensees or third parties by any means, including curbside pick-up.
- (j) **Edible Cannabinoid Product:** Any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug. An edible cannabinoid product must not contain more than five milligrams of any tetrahydrocannabinol in a single serving, or more than a total of 50 milligrams of tetrahydrocannabinol per package and must comply with the requirements of Minn. Stat. § 151.72, as may be amended from time to time. “Edible cannabinoid product” does not include medical cannabis as defined in Minn. Stat. § 152.22, Subd. 6, as may be amended from time to time.
- (k) **Exclusive Liquor Stores:** An establishment that meets the definition of exclusive liquor store in Minn. Stat. § 340A.101, subd. 10.

- (l) **Hemp:** has the meaning given in Minnesota Statute Section 18K.02, Subd. 3, as amended
- (m) **Hemp Derived Cannabinoid Products:** means cannabinoid products (both edible and non-edible cannabinoid products) which are derived from certified hemp or industrial hemp and which comply with the THC limitations and other requirements of Minnesota statute 151.72.
- (n) **Intoxicating Cannabinoids:** are chemicals, that when introduced into an animal or human body, impair the central nervous system or impair the human audio, visual, or mental processes. These cannabinoids inhibit a person's normal capacity to act or reason.
- (o) **Label:** A display of written, printed, or graphic matter upon the exterior of an immediate product package. Any word, statement, or other information required by or under the authority of Minnesota State Statute 151.72 to appear on the label.
- (p) **Licensed Child Care/Licensed Daycare:** means an individual, corporation, partnership, voluntary association, or other organization legally responsible for the operation of the child care program that has been granted a license by the commissioner under Minnesota Statutes Chapter 245A and Minnesota Administrative Rule 9502
- (q) **Licensed Product:** means hemp derived cannabinoid products. A license must be obtained from Fillmore County before a person, business or any other entity is allowed to sell any hemp derived cannabinoid product in Fillmore County
- (r) **Licensed Premises:** The property, building, or land described in the approved license for the sale of hemp derived cannabinoid products. The sale of hemp derived cannabinoid products is limited to the licensed premises.
- (s) **Licensees:** The individual, business, retail establishment, or other entity which has been issued or possesses a license from Fillmore County which authorizes the sale of hemp derived cannabinoid products.
- (t) **Loosies:** a single or individually packaged edible or non-edible cannabinoid product that has been removed from its intended retail packaging and sold individually.
- (u) **Marijuana:** has the meaning given in Minnesota Statute Section 152.01 Subd. 9, as amended and means all parts of the plant of any species of the genus *Cannabis*, including all agronomical varieties, whether growing or not; the seeds thereof; the resin extracted from any part of such plant; and every compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds or resin, but shall not include the mature stalks of such plant, fiber from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture, or preparation of such mature stalks, except the resin extracted therefrom, fiber, oil, or cake, or the sterilized seed of

such plant which is incapable of germination. Marijuana does not include hemp as defined in section Minnesota State Statute 152.22 Subd. 5a. Marijuana sale is prohibited under this ordinance.

- (v) **Manufacture:** means the production, quality control, standardization, packaging, re-packaging, tableting, encapsulating, labeling, or other processing of edible and non-edible cannabinoid products.
- (w) **Medical Cannabis:** means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form described in Minnesota State Statute 152.22 subdivision 6. Sale of medical cannabis is regulated by the State of Minnesota. Edible and non-edible cannabinoid products labelled as “medical cannabis” is prohibited under this ordinance.
- (x) **Moveable Place of Business:** Any person, individual, corporation, business or other entity which is operated out of a kiosk, truck, van, automobile, or other type of vehicle or transportable shelter and not a fixed address storefront or other permanent type of structure authorized for the sale of goods or sales transactions.
- (y) **Non-Edible Hemp Derived Cannabinoid Products:** means all other cannabinoid products regardless of route of administration which do not contain more than 0.3% of any or all naturally-occurring tetrahydrocannabinols (THC). Non-edible cannabinoid products may include but are not limited to tablets, capsules, solutions, tinctures, or other products meant for oral administration/ingestion; creams, lotions, ointments, salves, or other products meant for topical administration; products meant to be inhaled, smoked, vaped, sprayed into nostrils, or insufflated (sniffed); and hemp flowers and buds.
- (z) **Nonintoxicating Cannabinoid:** means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by any route of administration
- (aa) **Off-Sale:** “Off-sale” is the sale of hemp derived cannabinoid products in original packages for consumption off licensed premises only.
- (bb) **On-Sale:** “On-sale” is the sale of hemp derived cannabinoid products for consumption on the licensed premises only. Consumption may not include smoking or vaping as defined by Minnesota Clean Indoor air Act (MCIAA) Minnesota State Statue 144.411 to 144.417.
- (cc) **Opaque:** means, with respect to packaging or a container, that any product inside of the packaging or container cannot be seen from outside the packaging or container.
- (dd) **Package:** means any container or receptacle used for holding hemp derived cannabinoid products.

- (ee) **QR Code or Quick Response Code:** means a matrix bar code that links to information about a hemp derived cannabinoid product.
- (ff) **Restaurant:** means a food and beverage service establishment, whether the establishment serves alcoholic or nonalcoholic beverages, which operates from a location for more than 21 days annually as defined under Minnesota State Statute 157.15. Restaurant does not include a food cart, mobile food unit, or moveable place of business.
- (gg) **Retail Establishment:** is any place of business where hemp derived cannabinoid products are available for sale to the general public. All retail establishments must be licensed before they are allowed to sell hemp derived cannabinoid products.
- (hh) **Sale/Sell** means:
- (1) To sell, give away, barter, deliver, exchange, distribute, or dispose of to another;
 - (2) To offer or agree to perform an act listed in clause (1);
 - (3) To possess with intent to perform an act listed in clause (1).
- (ii) **Sample:** A small quantity of a hemp derived cannabinoid product exhibited as a specimen of a larger quantity.
- (jj) **School:** Any public or private elementary, vocational, or secondary school, or a public or private college or university.
- (kk) **Self-service Merchandising:** Open displays of hemp derived cannabinoid products in any manner where any person has access to the hemp derived cannabinoid products without the assistance or intervention of the licensee or the licensee's employee. Assistance or intervention means the actual physical exchange of the hemp derived cannabis product between the customer and the licensee or employee.
- (ll) **Synthetic cannabinoid products:** refer to manmade derivatives with a chemical structure that is substantially similar to the chemical structure found in naturally-occurring cannabinoids. CBD extract from certified hemp that is converted to delta-9-THC is not considered a synthetic cannabinoid for the purposes of this ordinance. The sale of Synthetic cannabinoid products is prohibited under this ordinance.
- (mm) **Tamper-Evident:** is a one-time-use security tape or seal that is affixed to the opening of a package, allowing a person to recognize whether the package has obviously been opened.
- (nn) **THC:** Is the acronym for the cannabinoid tetrahydrocannabinol
- (oo) **Tobacco Store:** shall mean any licensed premises primarily dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of tobacco, tobacco products, or tobacco paraphernalia; provided, however, that any other retail use that only sells tobacco products as an ancillary sale shall not be defined as a "tobacco store."

(pp)Vending Machine: Any mechanical, electric, or electronic, or other type of device that dispenses hemp derived cannabinoid products upon the insertion of money, tokens, or other form of payment directly into the machine by the person seeking to purchase the licensed product.

SECTION 4. LICENSE.

Subd. 1. License Required. No person, bar, restaurant, business or other entity shall sell, offer to sell, or possess with intent to sell any hemp derived cannabinoid product within Fillmore County without first having obtained a license to do so from Fillmore County.

Subd. 2. Application. An application for a license to sell hemp derived cannabinoid products shall be made on a form provided by the County and shall be submitted to the Fillmore County Auditor-Treasurer for processing. The application shall contain the full name and date of birth of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any additional information the County deems necessary. A business applicant, at the time of application, shall furnish the County with a list of all persons that have an interest of five percent (5%) or more in the business. The list shall name all owners and show the interest held by each, either individually or beneficially for others. It is the duty of each business licensee (license holder) to notify the County Auditor-Treasurer in writing of any change in ownership in the business. If the County Auditor-Treasurer determines that an application is incomplete, the County Auditor-Treasurer shall return the application to the applicant with notice of the information necessary to make the application complete.

Subd. 3. Insurance. The application for a license to sell hemp derived cannabinoid products must include proof of business liability insurance. An individual, business or other entity that is required to be licensed by this ordinance must have on file with the County Auditor-Treasurer at all times current proof of business liability insurance. Failure to have current business liability insurance is cause for revocation of a license to sell hemp derived cannabinoid products.

Subd. 4. Background Investigation. Upon receipt of a completed application for a license to sell hemp derived cannabinoid products, the Fillmore County Auditor-Treasurer shall immediately forward a copy of the application to the Fillmore County Sheriff's Office or such other law enforcement agency as is designated to conduct an investigation of the criminal background of the applicant. The background investigation shall examine all facts or information which is relevant to the question of the applicant's fitness to receive a license and to perform the duties imposed by this ordinance. Upon completing the investigation and background check, the Chief of Police, Sheriff, or their designee will submit a written report with his/her findings to the County Auditor-Treasurer, together with his/her recommendation as to the issuance of a license to the applicant. The County Auditor-Treasurer will then forward to the County Administrator the law enforcement background report, license application, proof of insurance, and other relevant information or documents. These documents shall also include a recommendation from the County Auditor-Treasurer's as to whether the license should be issued to the applicant.

Upon receipt of the background investigative report and the County Auditor-Treasurer's recommendation, the Fillmore County Administrator shall forward all information to the County Commissioners for consideration at a regularly scheduled meeting.

Any time that an additional background investigation is required because of a change of ownership or control of a business, the licensee shall pay an additional investigation fee to be determined by the County. During the initial background investigation or any additional background investigations, the County may at reasonable times examine the transfer records and minutes of any books of any business licensee to verify and identify the owners, and the County may examine the business records of any other licensee to the extent necessary to disclose the interest which persons other than the licensee have in the licensed business. The County Commissioners may revoke any license issued upon its determination that a change of ownership of a licensee has actually resulted in the change of control of the licensed business so as to materially affect the integrity and character of its management and operation, but no such action shall be taken until after a hearing by the County Commissioners on notice to the licensee.

Subd. 5. Action. The Fillmore County Commissioners may either approve or deny the application for a license, or it may delay action for a reasonable period of time as necessary to complete further review of the application or investigation of the applicant. If the County Commissioners approve the license, the County Auditor-Treasurer shall issue the license to the applicant. If the Fillmore County Commissioners deny the license, notice of the denial shall be given to the applicant along with notice of the applicant's right to appeal. Appeals of any decision must be made within thirty (30) days of the denial. If a license application is denied, the earliest an applicant may reapply is 12 months from the date the license is denied.

Subd. 6. Term. All licenses issued under this ordinance shall be for a maximum period of one year and shall expire on December 31st of each year. If an application is made during the license year, the license fee may be pro-rated based on the number of whole months left during that license year.

Subd. 7. Revocation or Suspension.

- (1) Any license issued under this ordinance may be revoked or suspended for failure of the license holder to meet the conditions of Section 6 of this ordinance or comply with any other requirements of this ordinance.
- (2) If a license is mistakenly issued or renewed to a person or a business, it shall be revoked upon the discovery that the person or business was ineligible for the license under this chapter and the County shall provide the person or business with a notice of revocation, along with information on the right to appeal.
- (3) Any change in the ownership or control of a licensed business shall be deemed equivalent to a transfer of the license, and any such license shall be revoked 30 days after any such change in ownership or control unless the licensee has notified the Fillmore County Auditor-Treasurer of the change in ownership by submitting a new license application for the new owners, and the Fillmore County Commissioners have approved the transfer of the license by appropriate action. Any time an additional investigation is required because of a change in ownership or control of a business, the licensee shall pay an additional investigation fee to be determined by the County. The County may at any reasonable time examine the transfer records and minute books of any business licensee to verify and identify the owners, and the County may examine the business records of any other licensee to the extent necessary to disclose the interest which persons other than the licensee have in the licensed business. The County Commissioners may revoke any license issued upon

its determination that a change of ownership of a licensee has resulted in the change of control of the licensed business so as materially to affect the integrity and character of its management and its operation, but no such action shall be taken until after a hearing by the County Commissioners on notice to the licensee.

Subd. 8. Transfers. All licenses issued under this chapter shall only be valid for the premises for which the license was issued and only for the person or business to whom the license was issued. The transfer of any license to another location, business, or person is prohibited.

Subd. 9. Display Licenses and Signage. All licenses to sell hemp derived cannabinoid products shall be posted and displayed in plain view of the general public on the licensed premises. Similarly, notice of the legal sales age, age verification requirement, and product warnings must be posted prominently and in plain view at all times at each location where hemp derived cannabinoid products are offered for sale. The required signage, which will be provided to the licensee by the County, must be posted in a manner that is clearly visible to anyone who is or is considering making a purchase.

Subd. 10. Renewals. The renewal of a license issued under this article shall be handled in the same manner as the original application. The request for a renewal shall be made at least 30 days but no more than 60 days before the expiration of the current license.

Subd. 11. Issuance as Privilege and Not a Right. The issuance of a license issued under this ordinance is a privilege and does not entitle the license holder to automatic renewal of the license.

Subd. 12. Minimum Clerk Age. Individuals employed by a license holder for the sale of hemp derived cannabinoid products must be at least 18 years of age.

SECTION 5. FEES.

No license for the sale of hemp derived cannabinoid products shall be issued under this ordinance until the appropriate license fee and background investigation fee have been paid in full. The fees for a license and background check under this ordinance shall be established by the County Commissioners and adopted in the County fee schedule and may be amended from time to time.

SECTION 6. ELIGIBILITY AND BASIS FOR DENIAL OF LICENSE.

Subd. 1. Eligibility.

- (1) ***Moveable Place of Business.*** No license for the sale of hemp derived cannabinoid products shall be issued to a moveable place of business. Only fixed location businesses or retail establishments shall be eligible to receive an annual license under this ordinance.
- (2) ***Exclusive Liquor Store.*** No license to sell hemp derived edible cannabinoid products shall be issued to an exclusive liquor store as defined in Minn. Stat. § 340A.101, subd. 10.
- (3) ***Business Liability Insurance Required.*** No license to sell hemp derived edible cannabinoid products shall be issued without proof of current business liability insurance.
- (4) ***Prohibited Areas.*** Licenses shall only be issued to premises located in an area zoned for commercial or industrial activities. No licenses shall be issued in areas

zoned for residential or agricultural activities. Areas zoned as agricultural may only receive a license to sell hemp derived cannabinoid products upon being re-zoned to commercial or industrial and upon receipt of a conditional use permit.

- (5) ***Proximity to Schools or licensed daycare facilities.*** No license shall be issued for a premises within 250 feet of any school or licensed daycare/licensed child care facility. The 250-foot distance shall be measured by the shortest line from the property line of the space to be occupied by the proposed licensee to the nearest property line of the school or daycare facility. This restriction does not apply to an existing license holder who has been licensed to sell licensed products in that same location for at least one year before the date this section was enacted into law.
- (6) ***Delinquent Taxes and Charges.*** No license to sell hemp derived cannabinoid products shall be granted or renewed for operation on any premises on which taxes, assessments, utility charges, service charges, or other financial claims of the State, City or County are delinquent and unpaid. In the event an action has been commenced pursuant to the provisions of Minn. Stat. ch. 278, as it may be amended from time to time, questioning the amount or validity of taxes, the County Commissioners may, on application by the licensee, waive strict compliance with this paragraph. No waiver may be granted, however, for taxes or any portion thereof which remain unpaid for a period exceeding one year after becoming due.

Subd. 2. Reasons for Denial of License. The reasons for denying the issuance or renewal of a license under this ordinance include, but are not limited to, the following:

- (1) The applicant is under the age of 21 years.
- (2) The applicant is prohibited by Federal, State, or other local law, ordinance, or other regulation from holding a license.
- (3) The applicant has been convicted within the past four years for any violation of a Federal, State, local law, ordinance, or other regulation relating to the sale of edible cannabinoid products, THC products, or controlled substances.
- (4) The applicant has been convicted of a felony criminal offense and it has been less than three (3) years since they applicant was discharged from probation or parole.
- (5) The applicant is on probation for a gross misdemeanor or felony criminal offense.
- (6) The applicant has had a license to sell edible cannabinoid products suspended or revoked during the 36 months preceding the date of application, or the applicant has or had an interest in another premises authorized to sell licensed products, whether in the City or in another jurisdiction, that has had a license to sell licensed products suspended or revoked during the same time period, provided the applicant had an interest in the premises at the time of the revocation or suspension, or at the time of the violation that led to the revocation or suspension.
- (7) In the judgement of the Auditor-Treasurer, the applicant is not the real party in interest or the actual owner of the business or entity to be licensed.
- (8) The applicant is a business that does not have an operating officer or manager who is eligible pursuant to the provisions of this chapter.
- (9) The applicant fails to provide any information required on the application or provides false or misleading information. Any false statement on an application, or any willful omission of any information called for on such application form, shall cause an automatic refusal of license, or if already issued, shall render any license issued pursuant thereto void and of no effect to protect the applicant from prosecution for violation of this chapter, or any part thereof.
- (10) The premises for which the license is sought has real estate taxes, assessments, or other financial claims of the City, County, or of the State are due, delinquent, or

unpaid. If an action has been commenced pursuant to the provisions of Minn. Stats. Ch. 278, questioning the amount or validity of taxes, the County Commissioners may, on application by the licensee, waive strict compliance with this provision; no waiver may be granted, however, for taxes, or any portion thereof, which remain unpaid for a period exceeding one year after becoming due unless such one-year period is extended through no fault of the licensee.

- (11) An applicant operates a moveable place of business. Only fixed location retail establishments are eligible to be licensed.
- (12) An applicant whose licensed premises, building, or property is within 250 feet of a school or licensed daycare.
- (13) An applicant whose licensed premises, building, or property is not located within an area which is zoned commercial, industrial. No licenses shall be issued in areas zoned as residential or agricultural. Areas zoned as agricultural may only receive a license upon being re-zoned to commercial or industrial and upon receipt of a conditional use permit.

SECTION 7. ELIGIBILITY AND PROHIBITED ACTS.

Subd. 1. In general.

- (1) No person shall sell or offer to sell any hemp derived cannabinoid product:
 - (i) By means of any type of vending machine.
 - (ii) By means of self-service merchandising.
 - (iii) By any other means, to any other person, on in any other manner or form prohibited by this chapter, or by other state or other local law, ordinance provision, or other regulation.
 - (iv) That is not in the original packaging with labeling in compliance with labeling requirements of Minn. Stat. §151.72, subd. 5, as may be amended from time to time.
- (2) No person shall sell or offer for sale a hemp derived cannabinoid product that does not meet all the requirements of Minn. Stat. §151.72, subd. 3., as may be amended from time to time.
- (3) No person shall be allowed to consume hemp derived cannabinoid products in the building or anywhere on the property of a licensed premises with the exception of the following businesses:
 - a. Restaurants, bars, and similar retail establishments with an on-sale liquor license. These types of businesses and retail establishments which are licensed to sell hemp derived cannabinoid products may also allow consumption of hemp derived cannabinoid products that are purchased at that restaurant, bar, or retail establishment. Products purchased off of the licensed premises cannot be brought on to the premises and consumed. These licensed businesses or retail establishments are still bound by all of the other requirements of this ordinance which prohibit sale to patrons under the age of 21, require ID checks before sale, prohibits self-service merchandising, prohibit loosies, prohibit samples, etc.

Subd. 2. Legal Age. No person shall sell any hemp derived cannabinoid product to any person under the age of 21.

- (1) **Age Verification.** Licensees shall verify by means of government issued photographic identification that the purchaser is at least 21 years of age. Verification is not required for a person over the age of 30. That the person

appeared to be 30 years of age or older does not constitute a defense to a violation of this subsection.

- (2) **Signage.** Notice of the legal sales age and age verification requirement must be posted prominently and in plain view at all times at each location where edible cannabinoid products are offered for sale. The required signage, which will be provided to the licensee by the County, must be posted in a manner that is clearly visible to anyone who is or is considering making a purchase.

Subd. 3. Samples Prohibited. No person, business or other entity shall distribute or provide samples of any hemp derived cannabinoid products free of charge or at a nominal cost.

Subd. 4. Manufacturing or Production Prohibited. The manufacturing and production of hemp derived cannabinoid products is not permitted.

Subd. 5. Delivery Sales Prohibited. All sales of hemp derived cannabinoid products must be conducted in person on the licensed premises in an over the counter sales transaction. Delivery of hemp derived cannabinoid products by the licensee, their employees, or any other entity to an off-site location, residence, or location other than the licensed premises is prohibited.

Subd. 6. Hours and Days of Sale. Hemp derived cannabinoid products may be sold only during the following days and hours:

- a. Licensed restaurants, bars, businesses, or other licensed entities which are issued an on-sale license which allows the consumption of hemp derived cannabinoid products on the licensed premises may sell hemp derived cannabinoid products only between the hours of 8:00 a.m. through 1:00 a.m. Monday through Saturday. On Sundays, hemp derived cannabinoid products may only be sold from 10:00 a.m. through 11:59 p.m.
- b. Licensed businesses, individuals or retailers which are issued an off-sale license and are prohibited from allowing consumption of hemp derived cannabinoid products on the licensed premises may only sell hemp derived cannabinoid products between 8:00 a.m. and 10:00 p.m. Monday through Sunday.

Subd. 7. Possession. Licensees shall not allow a person under the age of 21 other than an employee who is working to be in possession of any hemp derived cannabinoid product.

Subd. 8. Synthetic Cannabinoids Prohibited. Any substance which is determined to be a synthetic cannabinoid is prohibited and may not be manufactured, possessed, or sold in Fillmore County as part of this ordinance. CBD extract from certified hemp that is converted to delta-9-THC is not considered a synthetic cannabinoid for the purposes of this ordinance.

Subd. 9. Loosies are Prohibited. Loosies are prohibited and cannot be sold.

Subd. 10. Liability Insurance Required. Failure to have current business liability insurance is cause denial of an initial application for a license to sell hemp derived cannabinoid products or for revocation of a license to sell hemp derived cannabinoid products.

Subd. 11. Temporary Licenses to sell Hemp Derived Cannabinoid Products are Prohibited. No temporary licenses to sell hemp derived cannabinoid products shall be issued or allowed. Licenses shall only be for a period of one (1) year or the remainder of a year if an application is submitted during the calendar year.

Subd. 12. Cooperation with Compliance Checks. All licensees and their employees must cooperate with compliance checks under this ordinance. Failure or refusal to cooperate with compliance checks is good cause for revoking or denying licenses to sell hemp derived cannabinoids under this ordinance

SECTION 8. STORAGE REQUIREMENTS.

All hemp derived cannabinoid products shall either be stored behind a counter or other area not freely accessible to customers, or in a case or other storage unit not left open and accessible to the general public. A licensee is not allowed to sell hemp derived cannabinoid products in open displays that are accessible to the public without the intervention or involvement of the license holder's employee

SECTION 9. RESPONSIBILITY.

All licensees are responsible for the actions of their employees in regard to the sale, offer to sell, and furnishing of hemp derived cannabinoid products on the licensed premises. The sale, offer to sell, or furnishing of any hemp derived cannabinoid product by an employee shall be considered an act of the licensee. Nothing in this section shall be construed as prohibiting the County from also subjecting the employee to any civil penalties that the County deems to be appropriate under this ordinance, state or federal law, or other applicable law or regulation.

SECTION 10. COMPLIANCE CHECKS AND INSPECTIONS.

All premises licensed under this ordinance shall be open to inspection by the County or their agents or employees during regular business hours. From time to time, the Fillmore County Sheriff's Office shall conduct compliance checks.

No person used in compliance checks shall attempt to use a false identification misrepresenting their age. All persons lawfully engaged in a compliance check shall answer all questions about their age asked by the licensee or their employee, and produce any identification, if any exists, for which they are asked. The County will conduct a compliance check that involves the participation of a person at least 18 years of age, but under the age of 21 to enter the licensed premises to attempt to purchase the edible cannabinoid products. Persons used for the purpose of compliance checks shall be supervised by law enforcement or other designated personnel. Nothing in this chapter shall prohibit compliance checks authorized by state or federal laws for educational, research, or training purposes, or required for the enforcement of a particular State or Federal law. Additionally, from time to time, the County will conduct inspections to determine compliance with any or all other aspects of this chapter.

All licensees and their employees must cooperate with compliance checks under this ordinance. Failure or refusal to cooperate with compliance checks is good cause for revoking or denying licenses to sell hemp derived cannabinoids under this ordinance

SECTION 11. VIOLATIONS AND PENALTIES.

Subd. 1 Criminal Penalty. A violation of this ordinance shall be a misdemeanor. Nothing in this chapter prohibits the County from seeking prosecution as a misdemeanor for an alleged violation of this chapter.

Subd. 2. Administrative Penalty. If a licensee or an employee of a licensee is found to have violated this article, the licensee shall also be charged an administrative penalty and be subject to suspension or revocation of their license to sell hemp derived cannabinoid products as follows:

- (1) **First Violation.** The County Commissioners shall impose a civil penalty of \$400.00 and suspend the license for not less than 10 days or more than 30 days.
- (2) **Second Violation Within 60 Months.** The County Commissioners shall impose a civil penalty of \$1,000.00 and suspend the license for not less than 30 consecutive days.
- (3) **Third Violation Within 60 Months.** The County Commissioners shall impose a civil penalty of \$1,500.00 and revoke the license for not less than 90 days.
- (4) **Fourth Violation Within 60 Months.** The County Commissioners shall revoke the license for at least three years and impose a \$2,000.00 civil penalty.

Subd. 3. Training in lieu of suspension. If the first violation is for serving an individual under the age of 21, a licensee may request training from the Fillmore County Sheriff's Office in proper identification procedures. Said training shall be at the expense of the licensee, may be in lieu of the entire license suspension for a first violation and shall be conducted per the following conditions:

- (1) Training for all employees of a licensee must be completed within two training sessions at the discretion of the Fillmore County Sheriff's Office.
- (2) If more than one licensee is requesting the training, the Fillmore County Sheriff's Office retains control in deciding how many training sessions are necessary to accommodate the number of employees taking the training.
- (3) It shall be the responsibility of the licensee to make certain that all employees successfully complete the required training. Failure to do so means the licensee has failed to meet the "training in lieu of suspension" requirement of the administrative penalty and will be subject to the entire license suspension.
- (4) The licensee shall pay for all of the following costs for the training: supplies and materials, any facility costs, the personnel expenses for the trainer, all administrative costs of the training and any other costs staff deems necessary to conduct the training. Payment for the training must be made to the County Administrator prior to the commencement of the training. Failure to make the payment will result in the cancellation of the training and the immediate imposition of the appropriate license suspension.

Subd. 4. Administrative Penalty Procedures. No penalty shall take effect until the licensee has received notice by United States mail of the alleged violation and of the opportunity for a hearing before the County Commissioners, and such notice must be in writing and must provide that a right to a hearing before the County Commissioners must be requested within 10 business days of receipt of the notice or such right shall terminate.

Subd. 5. Suspension and Revocation. In addition to any other penalty imposed under this ordinance, any license issued under this section may be suspended or revoked by the County Commissioners for a violation of any provision of this chapter if the licensee has been given a reasonable notice and an opportunity to be heard.

Subd. 6. Appeal. Any appeal of the decision of the County Commissioners to impose a civil penalty must be made within thirty (30) days of the decision of the County Commissioners.

SECTION 12. FEE SCHEDULE.

The Fillmore County Fee Schedule shall be amended to include the following annual license fee and background investigation fee for hemp derived cannabinoid products:

Annual Fee: On-Sale <u>Hemp Derived Cannabinoid License</u>	<u>\$1,000.00</u>
(Allows consumption on licensed premises)	
Off-Sale Hemp Derived Cannabinoid License	\$700.00
(Prohibits consumption on licensed premises)	
Background Investigation Fee:	\$300.00

SECTION 13. 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 14. COORDINATION WITH CITY ORDINANCES

If a city located in Fillmore County has enacted or enacts a hemp derived Cannabinoid product ordinance or similar ordinance for the purpose of regulating the sale of hemp derived cannabinoid products, that city ordinance shall preempt and supersede the Fillmore County ordinance so as to control the sale of hemp derived cannabinoid products within that city. The city ordinance may only preempt and supersede the county ordinance as long as it is not less restrictive and as long as both the county and city enact resolutions approving the enactment and effective date for said city ordinance. Each city may implement their own fee schedule for licensing and other fees irrespective of the county fee schedule.

SECTION 15. EFFECTIVE DATE.

This Ordinance shall be in full force and effect from and after its passage on July 1st, 2023 and publications as required by law.

SECTION 16. SUMMARY PUBLICATION.

The following summary clearly informs the public of the intent and effect of the ordinance and is approved for publication:

SUMMARY FOR PUBLICATION FILLMORE COUNTY ORDINANCE NO. 20230523- CANNABINOID

AN ORDINANCE REGULATING HEMP DERIVED CANNABINOID PRODUCTS

The above-referenced Ordinance is adopted for the purpose of protecting public health and safety by regulating hemp derived cannabinoid products within the County. A printed copy of the entire Ordinance is available for inspection online at:

<https://www.co.fillmore.mn.us/government/ordinances.php> or at the Fillmore County Administrators Office located at 101 W. Fillmore Street, Preston, Minnesota, 55965. Bobbie Hillery, Fillmore County Administrator.

ADOPTED by the Fillmore County Board of Commissioners this 23rd day of May, 2023.



Larry Hindt, Chairman

ATTESTED:



Bobbie Hillery, Fillmore County Administrator

Published in the Fillmore County Journal on Monday June 5th, 2023

I, Bobbie Hillery, Fillmore County Administrator, do hereby certify that this is a true and correct transcript of the resolution that was adopted at a meeting held on the 23rd day of May, 2023, the original of which is on file in this office. I further certify that the following Commissioners were present and voted in favor of this resolution: Larry Hindt, Duane Bakke, Marc Prestby, Randy Dahl, and Mitch Lentz.

Date: 5/23/23

Signed: Bobbie Hillery



Fillmore County
101 Fillmore St, W. Preston, MN 55965
507-765-3811 or 507-765-4701 Fax 507-765-2803
APPLICATION FOR COUNTY ON-SALE and OFF- SALE
HEMP-DERIVED CANNABINOID PRODUCTS PER FILLMORE
COUNTY ORDINANCE NO. 20230523- CANNABINOID

Minnesota Licensee Name _____ Policy Number _____
MN sales and Use Tax ID # _____ Licensee's Federal Tax ID # _____

Business Name (Business, Partnerships, Corporation)			DOB	SSN	Trade Name or DBA
Business Address			Business Phone		Applicant's Home Phone
City	County	State	Zip Code	License Period From	To
Give the information requested below for all partners, or the officers and directors of a partnership or corporation, and the percent of stock held by each officer if applicable.					
Name, title, and percent ownership		Home Address		DOB	SSN
Name, title, and percent ownership		Home Address		DOB	SSN
Name, title, and percent ownership		Home Address		DOB	SSN
Name, title, and percent ownership		Home Address		DOB	SSN
Date of incorporation	State of incorporation	Certificate Number	Is corporation authorized to do business in Minnesota? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Purpose of corporation			If a subsidiary of another corporation, give name		
Describe the premises to be licensed					
Floor establishment is located on		Workers Compensation Policy Name and #	Number of Employees	Hours of operation	
Number of months per year establishment will be open			Name of manager		
Will your sales be in conjunction with another business (resort, restaurant, bar etc.), describe business					
Liability Insurance Company and Policy #					

☐ Yes ☐ No Has applicant, partners, officers or employees ever had any felony conviction violations in Minnesota or elsewhere. If so, give names, dates, violations and final outcome details.

☐ Yes ☐ No Is the applicant or any of the associates in this application a member of the county board or the city council, which will issue this license? If yes, in what capacity? _____
(if the applicant is the spouse of a member of the governing body, or another family relationship exists, the member shall not vote on this application.)

☐ Yes ☐ No Have the applicants any interests, directly or indirectly, in any other Hemp- Derived Cannabinoid Products establishments in Minnesota? If yes, give name and address of establishment.

I CERTIFY THAT I HAVE READ THE ABOVE QUESTIONS AND THAT THE ANSWERS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Name of applicant (please print or type)

Signature of Applicant

Date

- Fee:
- ☐ On- Sale Hemp Derived Cannabinoid License \$1,000.00 (Allows consumption on licensed premises, with the exception of smokable or vaped products)
- ☐ Off-Sale Hemp Derived Cannabinoid License \$700.00 (Prohibits consumption on licensed premises and alcohol stash retailers are not currently permitted to sell these products)
- Background Investigation Fee: \$300.00

IF LICENSE IS ISSUED BY THE COUNTY BOARD, REPORT OF COUNTY ATTORNEY

☐ Yes ☐ No I certify that to the best of my knowledge, that the regulation of this license meets all requirements to be sold as a hemp derived cannabinoid product under Minn. Stat. 151.72 and that the applicants named above are eligible to be licensed. If no, state reason.

Signature County Attorney

County

Date

REPORT BY POLICE OR SHERIFF'S DEPARTMENT

This is to certify that the applicant and the associates, named herein have not been convicted within the past five years for any violation of laws of the State of Minnesota, Municipal or County ordinances relating to Hemp-Derived Cannabinoid Products except as follows:

Signature

Department and Title

Date

A \$30.00 service charge will be added to all dishonored checks. You may also be subjected to a civil penalty of \$100.00 or 100 % of the value of the check, whichever is greater, plus interest and attorney fees.

10:00am Appointment

July 5, 2023

REQUEST FOR BOARD ACTION

a. Subject: Approve IUP for Vacation Rental – Phil & Heather Smith – 19351 Solmonson River Rd, Mora	b. Origination: Planning Commission/Environmental Services
c. Estimated time: 10 minutes	d. Presenter(s): Ryan Carda, Environmental Services GIS Technician

e. Board action requested:

Approve the Interim Use Permit application for the short term/vacation rental by Phil & Heather Smith at 19351 Solmonson River River Rd, Mora per the Planning Commission's recommendation.

f. Background:

Supporting Documents: None **Attached:** ☒

Date received in County Coordinators Office:	6/29/23
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Coordinators Comments:



**KANABEC
COUNTY**

Minnesota

Kanabec County Environmental Services

903 Forest Ave East

Mora, MN 55051

Phone: (320) 679-6456

Email: env@co.kanabec.mn.us

Interim Use Permit Application

Application Fee: \$670

As set forth in Section 3.7 of Ordinance #5 Ordinance of Shoreland Areas of Kanabec County, Minnesota.

Property Owner: Phil & Heather Smith | Knise Lake Cabin Rental LLC
Phone & Email: 712-299-5413 | Smithp35@gmail.com
Mailing Address: 12405 50th Ave N Plymouth MN 55442

Property Address: 19351 Selmonson River Road Mora, MN
Parcel ID Number: A 10.00450.10
Sec/Twp/Range: Sec 10 Twp 410 Rng 024

Zoning District: Shoreland

☒ Vacation Rental Home Section 6.2 of Ordinance #5

☐ Home Occupation Section 8.4 of Ordinance #5

It is the burden of the applicant to demonstrate satisfaction of the criteria for granting a interim use permit stated in Section 3.7 of Ordinance #5 (attached). Provide a detailed description and reason for the request that addresses the following:

1. Describe the existing use of the property. New construction single family home - built for short term rental
2. Does the proposal involve any new buildings or additions? No
3. Does the interim use conform with the County Comprehensive Plan and the zoning regulation requirements within the proposed district? ☒ yes ☐ no
4. Explain any land alteration including vegetation removal/grading & filling No further changes needed after new construction
5. Number of daily occupants on the premises (employees/customers) 12 overnight guests
6. Describe water and septic usage and locations of facilities. Private well & septic on lot - marked on lot survey
7. The interim use will provide adequate access to a public road to not cause traffic hazards or congestion on the adjacent public roads and that there are sufficient off-street parking and loading space to serve the proposed use. plenty of room for parking on improved surfaces at end of driveway by house

Buildings and Setbacks (As shown on site plan) Note: In order to fully evaluate the proposed use, please supply a site plan map that shows all applicable distances, setbacks, buildings, roads, wetlands, etc.

Structure type: 1 story walk out rambler
Dimensions of structure: _____ Height: _____
Distance of proposed dwelling to primary dwelling: _____
Lot size (approx. acres): 2.6
Setback: _____ Shoreland OHW Setback: _____
Road Type: Township _____ County _____ State Highway _____
Front Setback: _____ ROW Setback: _____ Centerline Setback: _____
Rear Setback: _____ Side Setback: _____ Side Setback: _____

I hereby swear and affirm that the information supplied to the Kanabec County Environmental Services Department is accurate and true. I acknowledge that this application is rendered invalid and void should the County determine that information supplied by me, the applicant, in applying for this conditional use permit, is inaccurate or untrue.

Phil Smith
Phil Smith 5/31/2023

Environmental Services Office Use only

Zoning District: Shoreland Lake/River/Stream Knife Lake
Proposed Use: VR/Airbnb Sec. of Ord.: #5, Sec. 6.2
Meeting Date: 6/26/23 Reviewed for Accuracy by: Environmental Services
(Date shall not be scheduled until staff confirms receipt of all materials)
Application approved ☒ Yes ☐ No
Date/time and place of hearing: _____
Application approved by: _____
Planning Commission Chairman
Interim Use Permit issued in accordance with and in compliance with conditional requirements and special regulations and MN DNR notified this _____ day of _____ 20____

INTERIM USE CHECK LIST

- 1) ☒ A site visit with Environmental Services staff is required.
- 2) ☒ Provide applicant with a copy of Section 3.7 of Ordinance #5 Ordinance for the Management of Shoreland Areas "Criteria for granting Interim Use Permits"
- 3) ☒ Application packet is completed and signed
- 4) ☒ Applicant must provide evidence of ownership. (A valid purchase agreement is acceptable.) - Deed
- 5) ☒ Copy of the complete legal is needed for recording. - Deed
- 6) ☒ A detailed sketch, to scale, with a north arrow, of property is attached (show buildings, distance to property lines, septic, well, roads (name & number), driveway, wetlands, physical features and any other ordinance requirements. Lot survey w/ additional notes
- 7) ☒ Clearly identify proposed structure(s), driveways, septic, fences, etc. Lot survey
- 8) ☒ A Compliance Inspection report must be provided for any existing sewage treatment system on the affected property at the time of application for a IUP.
- 9) ☒ If the application is for a new building that will generate waste water/have plumbing, it must be able to support TWO "STANDARD" sewage treatment systems (proved by two soil borings: one for the primary site and one for the secondary site).
- 10) ☒ Access approval from road authority if new access is proposed.
- 11) ☒ Completed description of the request and statement of justification is attached.
- 12) ☒ Application Fee of \$670. Fees are non-refundable check
- 13) ☒ Applicant (or their representative) must be present at the Planning Commission public hearing.
- 14) ☒ If the IUP is denied, by the Planning Commission, it cannot be resubmitted for six months.
- 15) ☒ Conditions may be included on granted IUP's.
- 16) ☒ Granted Interim Use Permits become void if applicant does not proceed substantially within one year of the date the IUP is granted.
- 17) ☒ The IP deals only with the use of the property. A Land Use Permit is required prior to construction of any structures.

NOTE: A Public Hearing will be scheduled for the next available Planning Commission meeting only if the applicant provides all the required information prior to the application deadline. State of Minnesota Law requires public notification for at least 10 days prior to the hearing.

* Applicant is responsible for utilizing accurate property boundaries in submitted documents.

Applicant

Date

REQUIREMENTS FOR THE SITE SKETCH

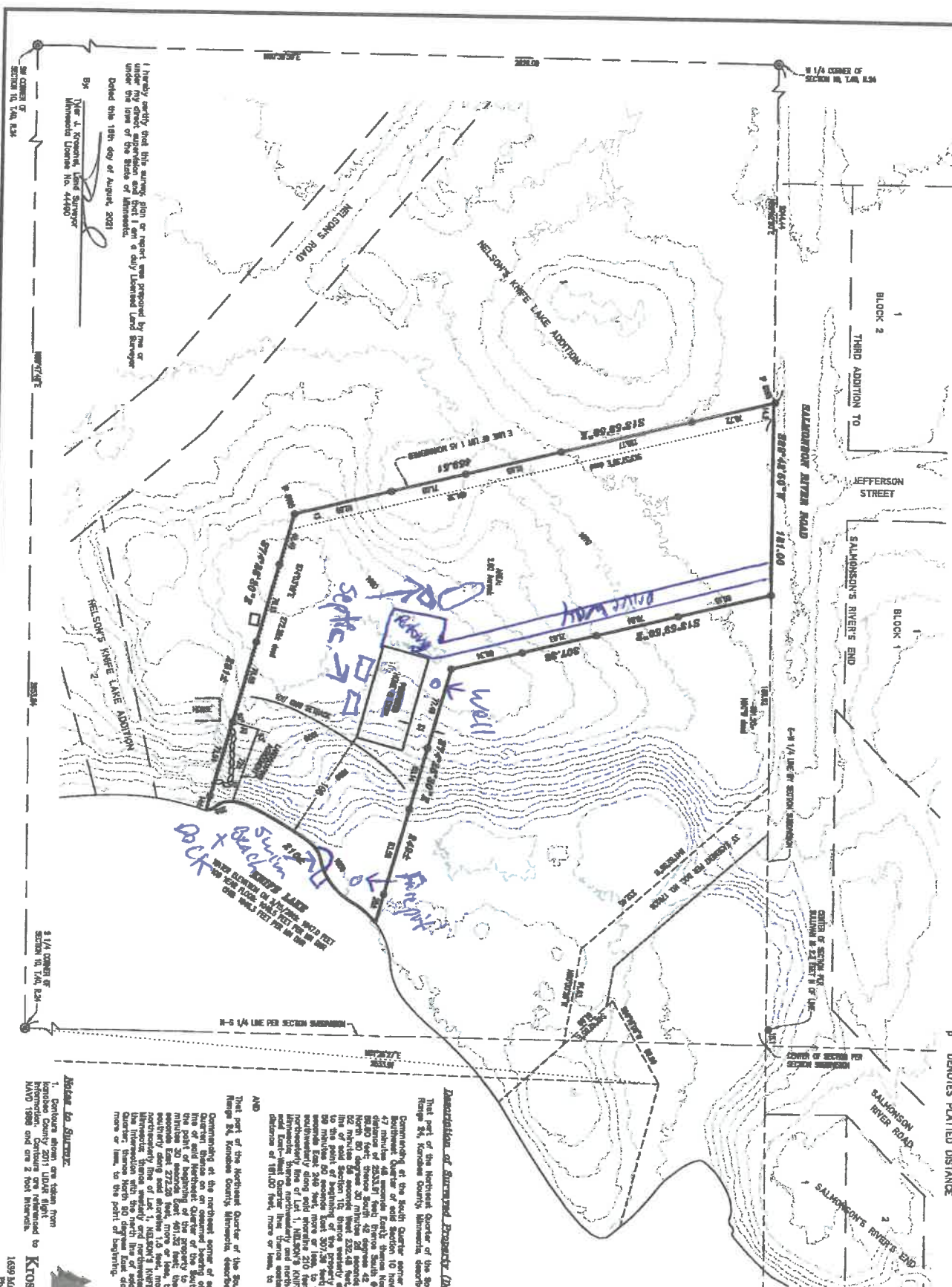
- Drawn to Scale;
- North Directional Arrow;
- Dimensions of lot
- Location of existing or proposed septic system (if applicable);
- Road/street names;
- Location of existing and proposed structures, showing all setbacks (including road right of way, side, front and rear yard, shoreline, ordinary high water mark (OHWL);
- Driveway location;
- Location of well (if applicable);
- Location of adjacent existing buildings;
- Location of Wetland areas, fill and grading/vegetation alteration limits, floodplain (if applicable);
- Other information as may be requested or required by ordinance

Book 1, Page 60 Page

PART OF SECTION 10, TOWNSHIP 40, RANGE 24, KANABEC COUNTY, MINNESOTA

THE BASIS OF BEARINGS FOR THIS DRAINING IS THE LINCOLN KANABED COUNTY COORDINATE SYSTEM, MAD 1983, HARN 1986 ADJUSTMENT

① DENOTES RECORDED KANABEC COUNTY MONUMENT
 ● DENOTES 1 1/2" IRON PIPE FOUND
 ● DENOTES 1/2" REBAR SET, MARKED KROSCHKE 44480
 m² DENOTES MEASURED DISTANCE
 p DENOTES PLATTED DISTANCE



Declaration of Surrender Property (Doc. No. 876189)

Inset part of the Northwest Quarter of Section 10, Township 40, Range 24, Kandake County, Minnesota, described as follows:

[illegible]

that part of the Northwest Quarter of Section 10, Township 40, Range 24, Kandake County, Minnesota, described as follows:

[illegible]

Notes to Students

1. Contours shown are taken from Kanabed County 2011 LIDAR flight information. Contours are reference NAVD 1988 and are 2 foot intervals

Kroschel Land Surveyors, Inc.

Phone: 320-629-3267 www.bobwhite.com

WETLAND ADVISORY

Minnesota Law prohibits the draining or filling of any wetlands, unless specifically approved by the appropriate authorities.

"Wetlands" means lands transitional between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water. For purposes of this definition, wetlands must have the following three attributes:

- 1) A predominance of hydric soils;
- 2) Are inundated or saturated by surface or ground water at a frequency and duration sufficient to support a prevalence of hydrophytic vegetation typically adapted for life in saturated soil conditions; and,
- 3) Under normal circumstances, support prevalence of such vegetation.

If you fill or drain a wetland in violation of Minnesota Law, you are subject to criminal penalties. In addition, you could be ordered to restore any altered wetlands to their original condition at your own cost.

The placement of fill or dredged material in any wetland, lake, stream, river, pond, or prairie pothole may constitute a violation of Federal laws that are enforced by the U.S. Army Corps of Engineers. You are advised to contact that agency before commencing any such work.

Wetland Types:

Type 1 – Seasonally flooded basins or flats. Soil is covered with water or waterlogged during seasonal periods but is usually well drained during the growing season.

Type 2 – Wet meadows. Soil is usually without standing water most of the growing season but is waterlogged within a few inches of the surface.

Type 3 – Soils which are usually waterlogged during the growing season and often covered with up to 6 inches of water. Many Type 3 wetlands have cattails and bulrushes and small open water area.

Type 4 – Soils which are usually covered with 6 inches to 3 feet of water during the growing season. Many Type 4 wetlands have cattails and bulrushes and much open water.

Type 5 – Shallow water ponds and reservoirs water 3 feet to 10 feet deep.

Type 6 – Shrub swamps. Soil is usually waterlogged during the growing season and are often covered with as much as 6 inches of water.

Type 7 – Wooded swamps. Soil is waterlogged at least to within a few inches of the surface during the growing season with as much as one foot of water. Occur mostly along sluggish streams or flood plains.

Type 8 – Bogs. Soil is usually waterlogged and supports a spongy covering of mosses.

As the applicant for this land use permit, you are responsible for determining whether any wetlands will be affected by this proposed project. By signing this document, the applicant affirms that no wetlands will be drained or filled during the course of the project.

 5/31/2023

Signature of Applicant Date

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED**Business Entity to Joint Tenants**eCRV Number: 1283808DEED TAX DUE: \$ 603.57DATE: July 15, 2021

FOR VALUABLE CONSIDERATION, County of Kanabec a political subdivision under the laws of Minnesota ("Grantor"), hereby conveys and quitclaims to Philip W. Smith and Heather M. Smith ("Grantee"), as joint tenants, real property in Kanabec County, Minnesota, legally described as follows:

See attached Exhibit "A" for legal description

Check here if all or part of the described real property is Registered (Torrens) ☐

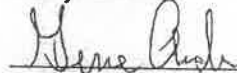
together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: [...].)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

County of Kanabec



By: Gene Anderson

Its: Board Chair

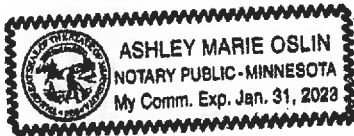
Page 2 of 2

QUIT CLAIM DEED

State of Minnesota, County of Kanabec

This instrument was acknowledged before me on July 12, 2001, by Gene Anderson as Board Chair of County of Kanabec, a political subdivision under the laws of Minnesota.

(Seal, if any)



THIS INSTRUMENT WAS DRAFTED BY:
Absolute Title Co, LLC
One North Lake
Mora, MN 55051

LT 039275

(signature of notarial officer)

Title (and Rank):

My commission expires:

(month/day/year)

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:

Philip W. Smith & Heather M. Smith

12405 - 5TH AVE N
Plymouth, MN 55441

EXHIBIT A

That part of the Northeast Quarter of the Southwest Quarter of Section 10, Township 40, Range 24, Kanabec County, Minnesota, described as follows:

Commencing at the South Quarter corner of said Section 10 (the south line of the Southwest Quarter of said Section 10 having an assumed bearing of North 89 degrees 47 minutes 48 seconds East); thence North 1 degree 26 minutes 27 seconds East a distance of 2533.91 feet; thence South 60 degrees 16 minutes 05 seconds West 89.60 feet; thence South 42 degrees 42 minutes 55 seconds East 61.69 feet; thence North 80 degrees 30 minutes 26 seconds West 91.63 feet; thence North 41 degrees 52 minutes 56 seconds West 232.45 feet, more or less, to the East-West Quarter line of said Section 10; thence westerly along said East-West Quarter line 180.92 feet to the point of beginning of the property to be described; thence South 13 degrees 59 minutes 50 seconds East 307.36 feet; thence South 74 degrees 25 minutes 30 seconds East 249 feet, more or less, to the shoreline of Knife Lake; thence southwesterly along said shoreline 210 feet, more or less, to the intersection with the northeasterly line of Lot 1, NELSON'S KNIFE LAKE ADDITION, Kanabec County, Minnesota; thence northwesterly and northerly along said line to the intersection with said East-West Quarter line; thence easterly along said East-West Quarter line a distance of 181.00 feet, more or less, to the point of beginning.

AND

That part of the Northeast Quarter of the Southwest Quarter of Section 10, Township 40, Range 24, Kanabec County, Minnesota, described as follows:

Commencing at the northeast corner of said Northeast Quarter of the Southwest Quarter; thence on an assumed bearing of North 90 degrees West along the north line of said Northeast Quarter of the Southwest Quarter a distance of 591.20 feet to the point of beginning of the property to be described; thence South 13 degrees 37 minutes 30 seconds East 461.32 feet; thence South 74 degrees 03 minutes 10 seconds East 272.26 feet, more or less, to the shoreline of Knife Lake; thence southerly along said shoreline 1.5 feet, more or less, to the intersection with the northeasterly line of Lot 1, NELSON'S KNIFE LAKE ADDITION, Kanabec County, Minnesota; thence westerly and northwesterly along said northeasterly line of Lot 1 to the intersection with the north line of said Northeast Quarter of the Southwest Quarter; thence North 90 degrees East along said north line a distance of 14.2 feet, more or less, to the point of beginning.

Kanabec County, Minnesota.

Abstract Property



Laboratory Results
May 23, 2023

Report To: Bills Well Drilling
PO Box 250
Ogilvie, MN, 56358

Bloomington
2200 West 94th Street
Bloomington, MN 55431
652-456-8470

Detroit Lakes
22796 County Highway 9
Detroit Lakes, MN 56501
218-846-1455

Hibbing
1111 7th Ave. S
Hibbing, MN 55912
218-244-2141

BW To: Bills Well Drilling
PO Box 250
Ogilvie, MN, 56358

Lab Code: B008901-01
Matrix: Water
Date/Time Sampled: 05/18/2023 08:23
Date/Time Received: 05/18/2023 18:49
Samplers: Bills Well Drilling
Sample Receipt Temperature °C: 12.0

Sample Description: 19351 Salmonson River Rd, Mora, MN 55051
Property Owner Name: Phil Smith
Sampling Point: Faucet
Unique Well ID:
Sample Receipt Information: Samples received on ice
Samples received same day as collected

Analyte	Result	Units	Analyte Qualifiers	RL	DF	Allowable Limit	Analysis Method	Preparation Method	Analyzed	Facility
Chemistry Parameters										
Nitrate as N	0.805	mg/L		0.0300	1	10	System Easy (1-ROQUETA)		05/22/23 16:56	BI
Laboratory Interpretation: The Nitrate as N result MEETS the primary drinking water standards set by the US Environmental Protection Agency										
Metals by GFAA										
Arsenic	< 2.0	ug/L		2.0	1	10	EPA 200.9	EPA 200.9	05/22/23 13:03	DL
Laboratory Interpretation: The Arsenic result MEETS the primary drinking water standards set by the US Environmental Protection Agency										
Microbiological										
Total Coliform Bacteria	Absent	N/A		1	1	Absent	SM9223B-16	ColiLert-18	05/18/23 22:12	BI
Laboratory Interpretation: The Total Coliform result MEETS the primary drinking water standards set by the US Environmental Protection Agency										
E. Coli Bacteria	Absent	N/A		1	1	Absent	SM9223B-16	ColiLert-18	05/18/23 22:12	BI
Laboratory Interpretation: The E. Coli result MEETS the primary drinking water standards set by the US Environmental Protection Agency										

Qualifiers and Definitions

Item	Definition
RL	Reporting Limit
DF	Dilution Factor
BI	Indicates test performed by RMB Environmental Laboratories - Bloomington
DL	Indicates test performed by RMB Environmental Laboratories - Detroit Lakes

Work Order: B008901

Page 2 of 2

Date of Report: 5/23/2023

Transfer Entered
Date: 07-20-2021
No Delinquent Taxes

ECRV submitted:1283808

Deed tax: 603.57
Receipt # 29700
Denise M. Snyder
Kanabec County Auditor-Treasurer
BY RA
PID# 10.00450.10

DOCUMENT#: **275189**
Certified filed and/or Recorded on
07-20-2021 at 4:04 PM
Lisa Holcomb, Recorder
Kanabec County, Minnesota
Pages: 3 Fee Amount: \$46.00
***This document has been electronically
recorded and returned to the submitter***

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED

Business Entity to Joint Tenants

eCRV Number: 1283808

DEED TAX DUE: \$ 603.57

DATE: July 15, 2021

FOR VALUABLE CONSIDERATION, **County of Kanabec** a political subdivision under the laws of **Minnesota** ("Grantor"), hereby conveys and quitclaims to **Philip W. Smith and Heather M. Smith** ("Grantee"), as joint tenants, real property in **Kanabec** County, Minnesota, legally described as follows:

See attached Exhibit "A" for legal description

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: [...].)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

County of Kanabec

Gene Anderson

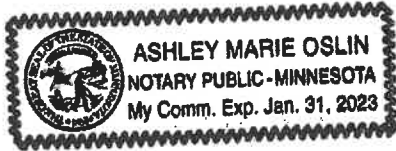
By: **Gene Anderson**

Its: **Board Chair**

State of Minnesota, County of Kanabec

This instrument was acknowledged before me on July 12, 2021, by **Gene Anderson as Board Chair of County of Kanabec**, a political subdivision under the laws of Minnesota.

(Seal, if any)



Ashley Oslin
(signature of notarial officer)

Title (and Rank): clerk

My commission expires: Jan. 31, 2023
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Absolute Title Co, LLC
One North Lake
Mora, MN 55051

LT 639275

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

Philip W. Smith & Heather M. Smith
12405 - 50th Ave N
Plymouth, MN ~~55441~~ 55442

EXHIBIT A

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AND

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Commencing at the northeast corner of said Northeast Quarter of the Southwest Quarter; thence on an assumed bearing of North 90 degrees West along the north line of said Northeast Quarter of the Southwest Quarter a distance of 591.20 feet to the point of beginning of the property to be described; thence South 13 degrees 37 minutes 30 seconds East 461.32 feet; thence South 74 degrees 03 minutes 10 seconds East 272.26 feet, more or less, to the shoreline of Knife Lake; thence southerly along said shoreline 1.5 feet, more or less, to the intersection with the northeasterly line of Lot 1, NELSON'S KNIFE LAKE ADDITION, Kanabec County, Minnesota; thence westerly and northwesterly along said northeasterly line of Lot 1 to the intersection with the north line of said Northeast Quarter of the Southwest Quarter; thence North 90 degrees East along said north line a distance of 14.2 feet, more or less, to the point of beginning.

Kanabec County, Minnesota.

Abstract Property

Page 1

LEGEND.
 ● DENOTES RECORDED KANABEC COUNTY MONUMENT
 ○ DENOTES 1/2" IRON PIPE FOUND
 * DENOTES 1/2" REBAR SET, MARKED KROSCHEL 44460
 - DENOTES MEASURED DISTANCE
 - DENOTES PLATTED DISTANCE

THE BASIS OF OURS FOR THIS CLAIMING IS THE WEIGHT MANAGED COLLECTIVE COORDINATE SYSTEM, HAD THIS, HAD 1998 ADJUSTMENT

RECORDED KANABEC COUNTY MONUMENT
1/2" IRON PIPE FOUND
1/2" REBAR SET, WARMED KNOCKED 4460
MEASURED DISTANCE
PLATTED DISTANCE

15

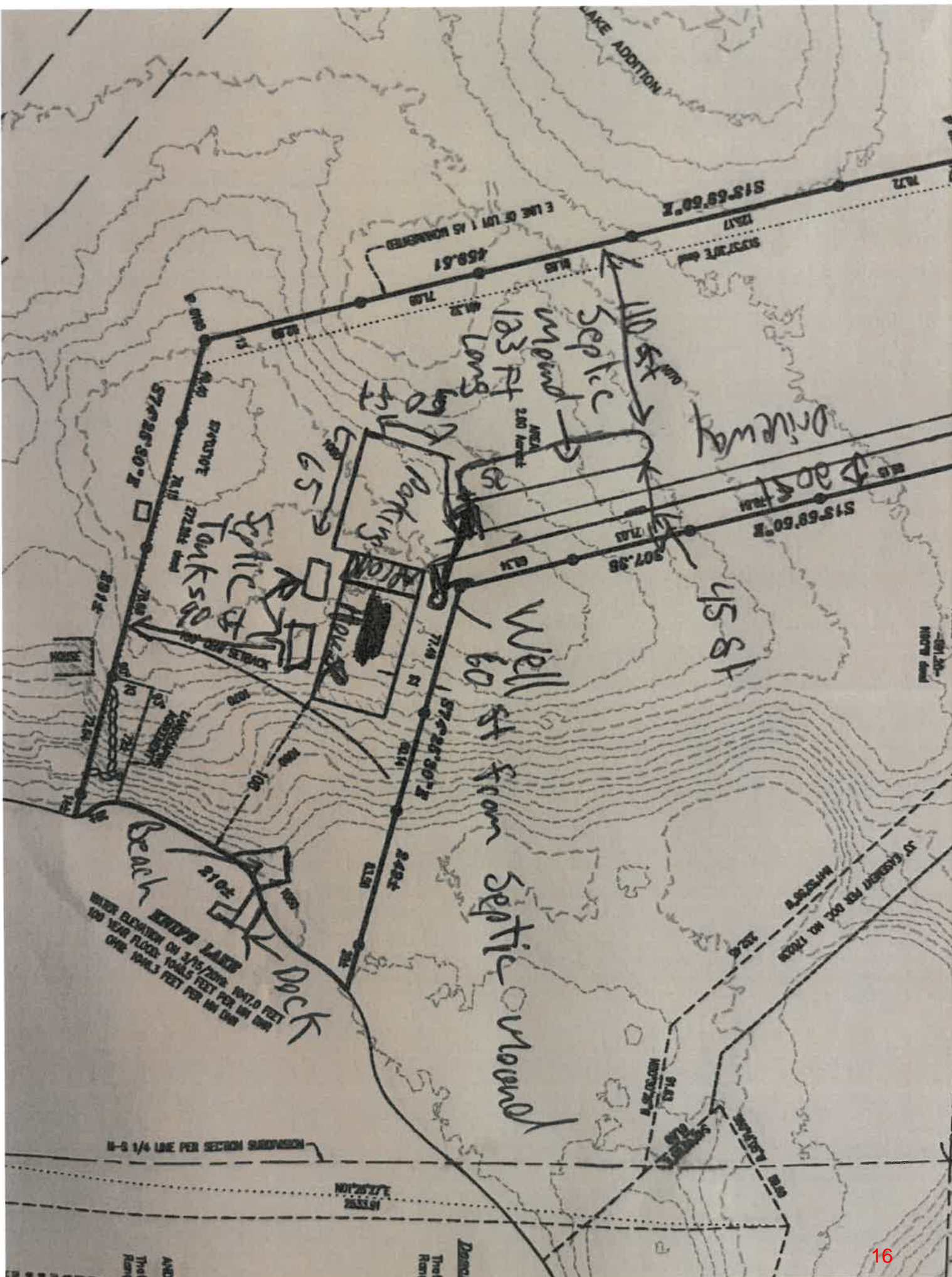


By John A. Reynolds, Clerk Supreme
Circuit Court No. 44465

Module 10: Surgery

1997

10





Bloomington
2200 West 94th Street
Bloomington, MN 55431
952-456-8470

Detroit Lakes
22796 County Highway 6
Detroit Lakes, MN 56501
218-846-1465

Hubbing
1111 7th Ave. E.
Hubbing, MN 55746
218-440-2643

May 23, 2023
Laboratory Report

Bills Well Drilling
PO Box 250
Ogilvie, MN 56358

RE: General Public
Work Order B008901

Enclosed are the results of analyses for samples received by the laboratory on 05/18/2023 18:49. If you have any questions concerning this report, please feel free to reach out to customer service at 888-200-5770 or the contacts listed below:

Chad Hadler	Project Manager	Chad.Hadler@rmbel.com	(952) 456-8470
Tracy Borash	DW Project Manager	Tracy.Borash@rmbel.com	(218) 846-1465
Rachel Danielson	Project Manager	Rachel.Danielson@rmbel.com	(218) 846-1465
Kathleen Mitchell	Quality Assurance Director	Kathleen.Mitchell@rmbel.com	(785) 493-1633
Robert Borash	President / CEO	Robert.Borash@rmbel.com	(218) 849-6420

Report approved by:

Chad Hadler
Project Manager
chad.hadler@rmbel.com

(The results in this report apply only to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.)

Detroit Lakes (DL) Certification / Accreditation Numbers: EPA Lab ID MND0918 • Minnesota Department of Health 027-035-116 • North Dakota Department of Environmental Quality R-107
Bloomington (BL) Certification / Accreditation Numbers: EPA Lab ID MND1001 • Minnesota Department of Health 027-051-475 • North Dakota Department of Environmental Quality R-215
Hubbing (HB) Certification / Accreditation Numbers: EPA Lab ID MND1002 • Minnesota Department of Health 027-115-086 • North Dakota Department of Environmental Quality R-220

Work Order B008901

Page 1 of 2

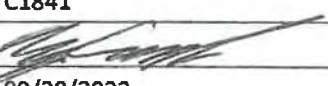
Date of Report 5/23/2023



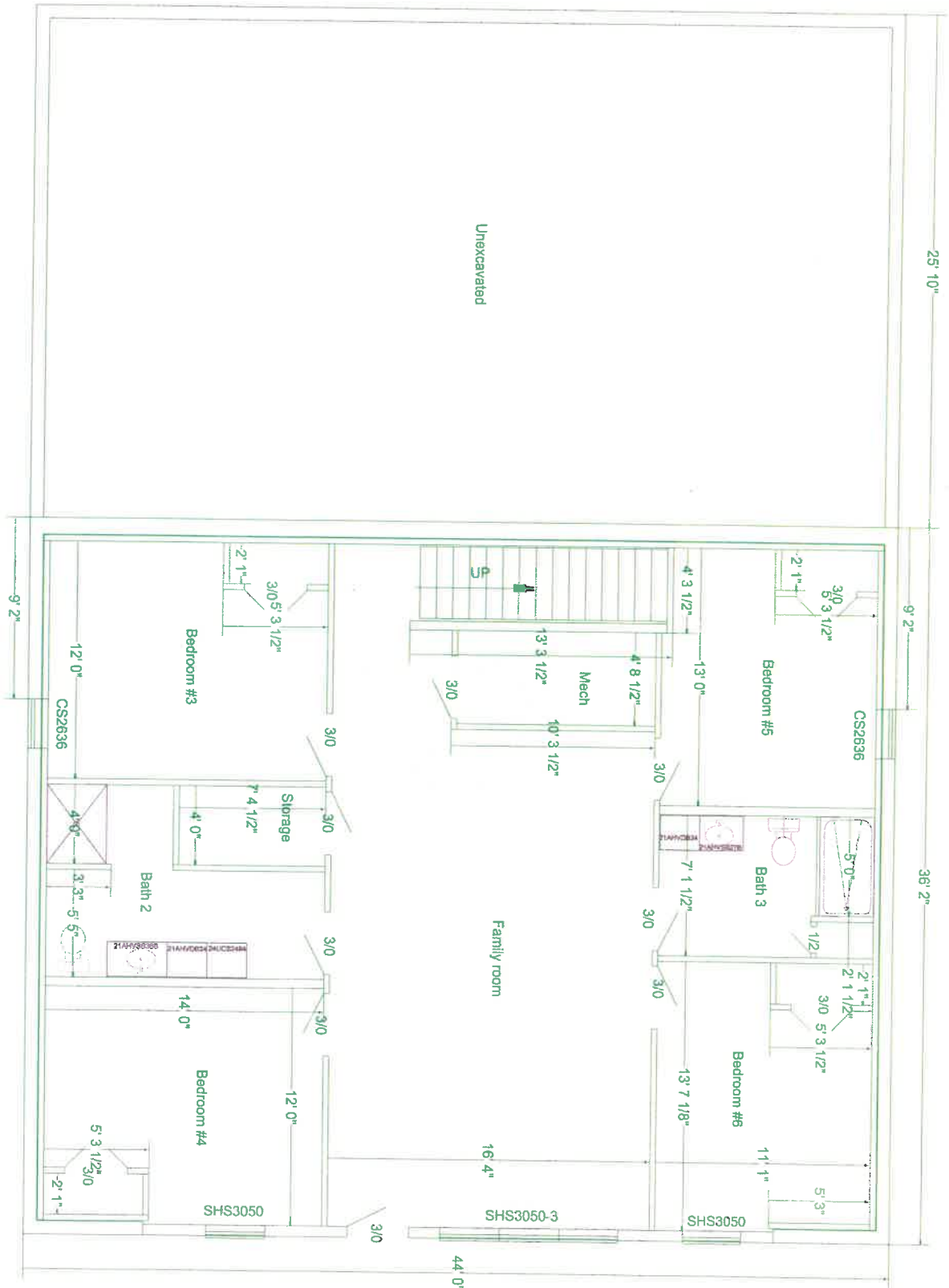
Kanabec County

Environmental Services

CERTIFICATE OF COMPLIANCE FOR SSTS INSTALLATION

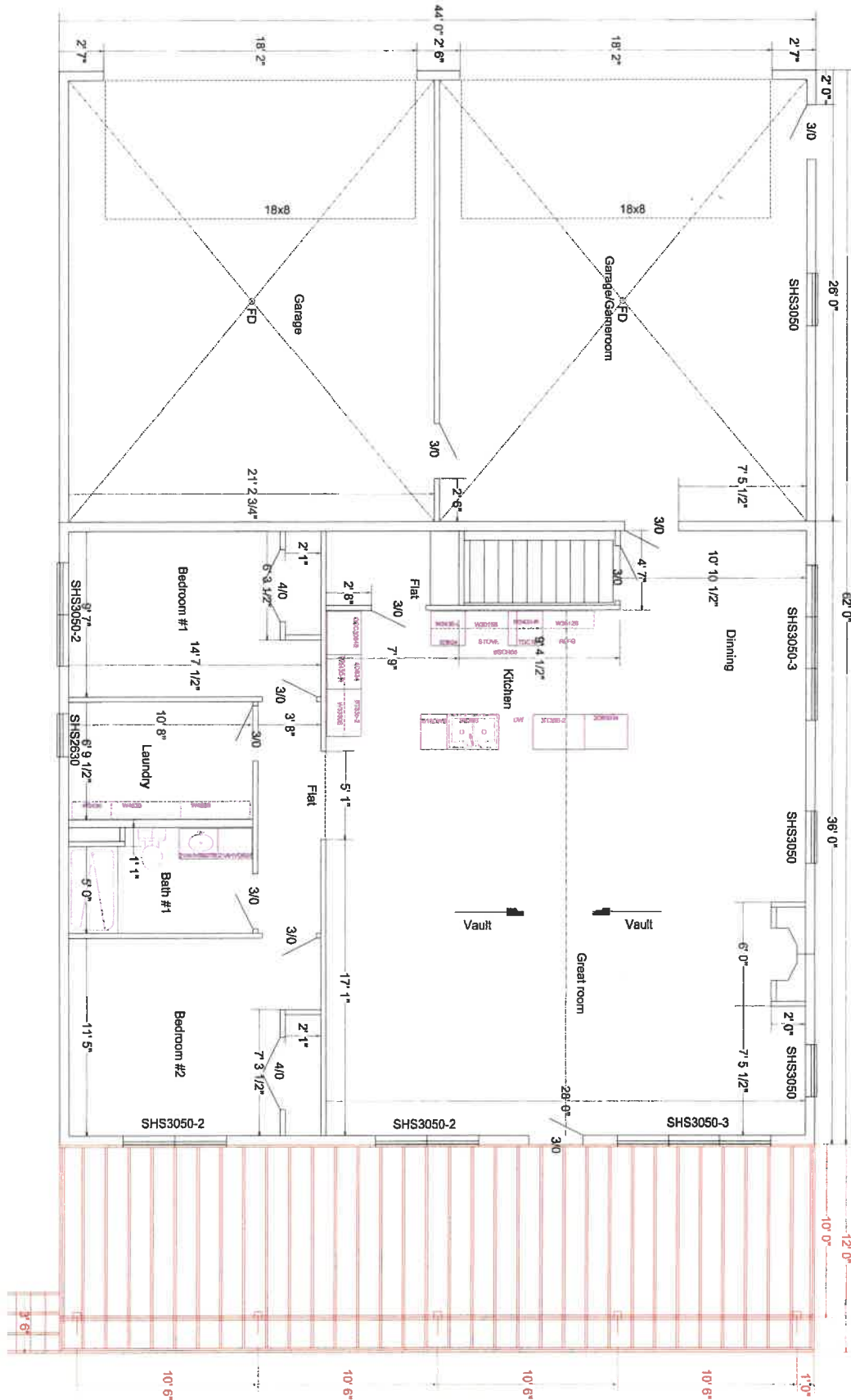
Property Information	
Property Owners Name	Philip & Heather Smith
Property Address	19351 Salmonson River Road, Mora, MN 55051
Mailing Address	12405 50 th Avenue N, Plymouth, MN 55442
Legal Description or Lot & Block	Sec 10 Twp 040 Rng 024
Property I.D.#	R 10.00450.10
Licensed Septic Professional Information	
Designer/Lic #	Soderstrom Septic LLC #4146
Contact info	Mora, MN
Installer/Lic #	Ron Kadlec Excavating, Inc #1012
Contact Info	Mora, MN
Replacement/New	New
Tank-Type/Size/Material	Lift Station, Knife River 1500(x2), 1000 Pump
System Type	Type III Mound
System Sizing	6bdr/900GPD
Monitoring/Pumping/Maintenance	on file
Soils verified	stated on design
3' of vertical separation verified	stated on design
Certification	
<p>I hereby certify as a State of Minnesota Licensed Inspector, Designer 1 or Qualified Employee, that my observations recorded on this form are accurate as of the date below for the site listed. No determination of future hydraulic performance can be made due to unknown conditions during system construction, future water usage over the life of the system, abuse of the system and/or inadequate maintenance all of which will adversely affect the life of the system.</p>	
Inspector Information	
Name	Ryan Carda
Phone	320-679-6456
Registration	C1841
Signature	
Date	09/20/2022
<p>New installation certificate of compliance are valid for 5 years per MN Rules 7080.0700 subp.3 G</p>	

Nordenstrom Custom Homes Inc Phil & Heather Smith
 Scale: 3/16" = 1'



Phil & Heather Smith

Scale: $3/16" = 1'$



POST
CONSPICUOUSLY

MINNESOTA DEPARTMENT of HEALTH
625 Robert Street North, P.O. Box 64975
Environmental Health Division
St. Paul, Minnesota 55164-0975
(651) 201-4500

NOT TRANSFERABLE
AS TO PERSON
OR PLACE

Fee Paid: \$276.00

787

LICENSE NO. FBL-41475-60242 FOR THE OPERATION OF:
License Categories: Base Fee - FBL, Hospitality Fee, 1-Lodging, 1-Private Sewer

DUPLICATE

LICENSE PERIOD: June 27, 2023 THRU December 31, 2023

ISSUED TO:

Phil Smith
12405 50th Ave N
Plymouth, Minnesota 55441

ESTABLISHMENT NAME:

Knife Lake Cabin Rental LLC
19351 Salmonson River Road
Mora, Minnesota 55051

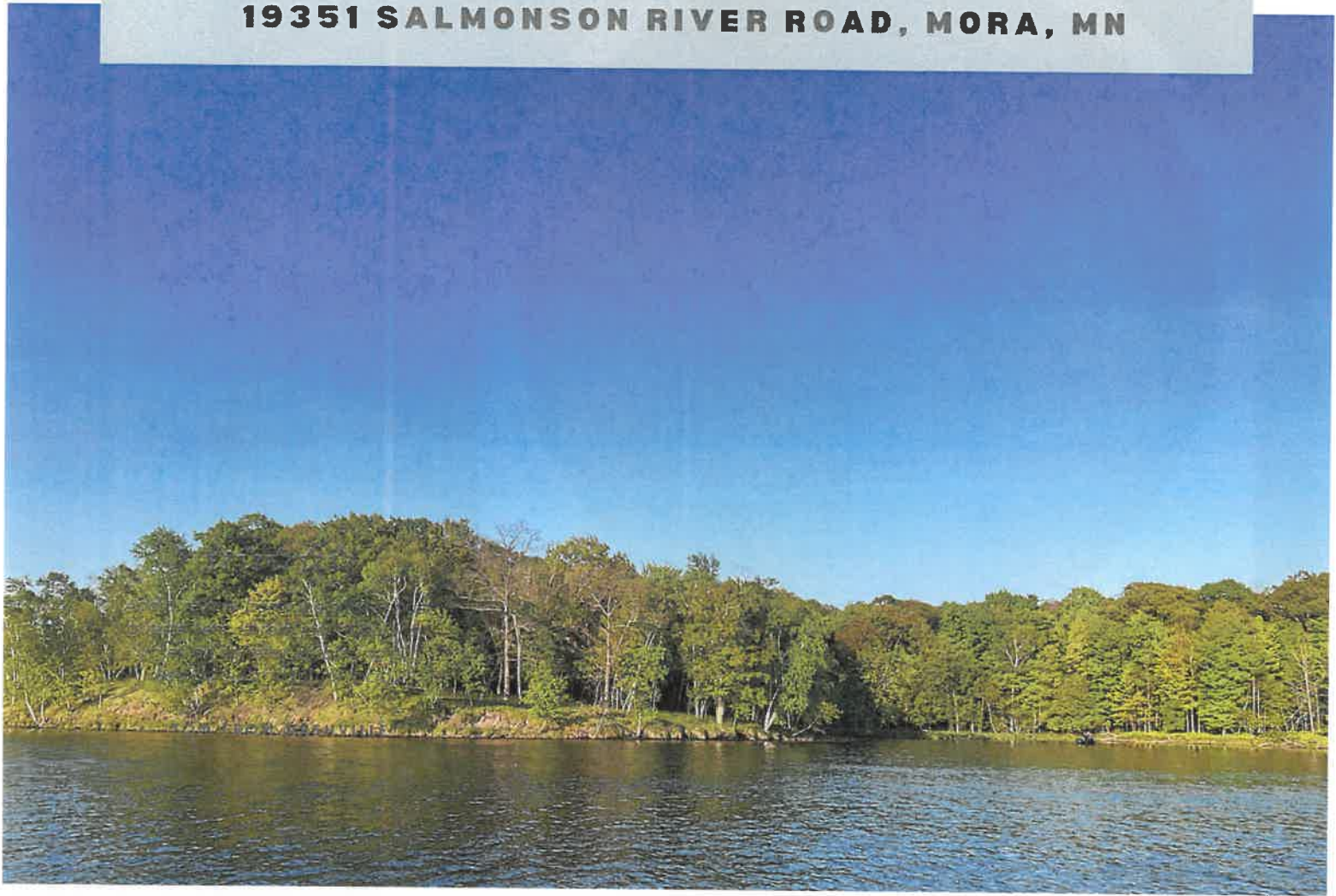
License Type(s): Lodging Establishment

County: Kanabec

WELCOME

Guide

19351 SALMONSON RIVER ROAD, MORA, MN



**5 BEDROOMS
3 BATHROOMS**

**LAKEFRONT
PROPERTY**

**HI-SPEED
INTERNET**



Welcome

Welcome to our home! Thank you for choosing us for your stay, it's a pleasure and privilege to be your host. We hope you love it here as much as we do and make lots of lasting memories with your loved ones! Please make yourself at home!

Meet The HOST



HELLO FROM THE SMITH FAMILY!

When I was a little girl, some of my best memories were weekends at my grandparents' cabin. I remember the lazy mornings with trips into town for donuts, and the afternoon boat rides followed by burgers on the grill.

Now that we have kids of our own, it was important for us to have a place to create more of these memories as a family. To have a place for us to slow down and get away from the daily grind.

We couldn't find it, so we built it.

We hope this place can do the same for you!



HEATHER - 712.299.8913

About The HOUSE



Our luxurious, lakefront cabin has everything you've been looking for with a spacious upper deck, covered lower patio, private beach and dock. Down by the water, you'll also have access to a fire pit. This is the perfect place to get away from everyday life and kick back and relax with friends and family.

Maximum number of Overnight Guest: 12

Maximum number of Non-Overnight Guests: 3

Total Acres: 2.6

Total Lakeshore Frontage: 244 feet

**5 BEDROOM
3 BATHROOM**

**LAKEFRONT
PROPERTY**

**HI-SPEED
INTERNET**





Emergency **INFORMATION**

CALL 911 FOR ALL EMERGENCIES!

CABIN ADDRESS

19351 Salmonson River Rd
Mora, MN 55041

EMERGENCY CONTACT

Heather | 712. 299. 8913

FIRE DEPARTMENT

Mora Area Fire Department
320. 679. 1511

POLICE DEPARTMENT

Mora Police Department
320. 679. 5170

SHERIFF'S OFFICE

Kanabec Sheriff's Office
320. 679. 8400

HOSPITAL

Welia Health
301 MN-65
Mora, MN 55051
320. 679.1212

SEPTIC

Soderstrom Septic
320.515.1081

Arriva/ & **CHECK IN**

Check In

5:00PM



Check Out

11:00AM

On your day of departure, please have a look at our check out checklist at the end of this guide!



The KITCHEN

SOME THINGS TO KNOW

The kitchen features a large quartz island that seats 5-6 people, as well as a formal dining table that seats 8. Off the kitchen is a spacious pantry that is available to store all non-perishable groceries.

APPLIANCES & COOKWARE

- Refrigerator
- Stove
- Two Oven
- Two Microwave
- Dishwasher
- Keurig Coffee Maker
- 4 slice toaster
- Dinnerware for 12 Guests
- Cutlery
- Pots, Pans & Bakeware



*Enjoy
Complimentary*

Basic condiments
Dish soap
Dishcloths | Handtowels
Paper Towels



House **RULES**

01

NO SMOKING

Please no smoking or vaping inside the house. Please smoke in the designated smoking area outside and use the ashtray provided.

02

NO PETS

Please no pets, wildlife or animals of any kind on the property at any time. Please do not feed the wildlife.

03

NO PARTIES

Absolutely no parties or large gatherings of unregistered guests. Drug use and excessive drinking are prohibited.

04

GARBAGE

Garbage pick up is Thursday morning. All trash needs to be put in the bin at the end of the driveway.

05

NO NOISE

Please no excessive noise between the hours of 10:00pm and 7:00am. Disturbances to the neighbors will not be tolerated.

06

DAMAGE

Please report any damage or malfunction to the host right away so that we can repair or replace the damaged item.

07

DOCK

All boats must be tied securely to the dock provided.

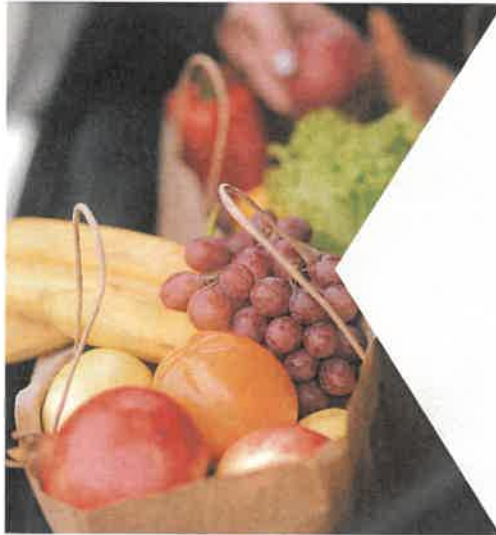
08

FIREPIT

All fires must be contained within the fire pit area. Do not leave the fire unattended at any point. When done with the fire, use the hose at the side of the house to put it out.

NEAREST...

Your



GROCERY STORE

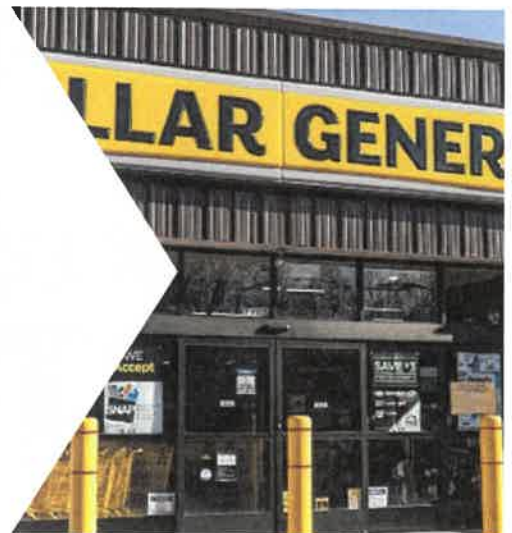
COBORN'S GROCERY

710 Frankie Ln, Mora, MN 55051



DOLLAR GENERAL

2657 MN-65
Mora, MN 55051



LIQUOR STORES

CROW'S NEST

2743 MN-65, Mora, MN 55051

NORTH COUNTRY BOTTLE SHOP

1850 MN-65, Mora, MN 55051





Appliances & **ELECTRONICS**

TELEVISION

The cabin contains two smart TV's so feel free to log into your streaming subscriptions!

WASHER / DRYER

The cabin features two washers and two dryers. Guests will need to provide their own detergent.

AND MORE...

- Electric Fireplace
- Hair Dryer
- Refrigerator
- Stove
- Two Ovens
- Keurig Coffee Maker
- Two Microwave

Places TO EAT



EL JALISCO

El Jalisco Grill & Bar Mexican Restaurant provides fresh and fun Authentic Mexican food. You can't go wrong with the shredded chicken tacos with a House Margarita!

30 N Union St, Mora, MN 55051



NORTHWOODS

Northwoods Steakhouse is a family and veteran owned full service restaurant, striving to provide a casual and inclusive environment with exceptional food and drink.

2732 MN-65, Mora, MN 55051



CROW'S NEST

Crow's Nest Bar and Grill is a great stop for lunch or dinner! The friendly atmosphere and good food are a winning combination!

2743 MN-65, Mora, MN 55051



SPORTSMAN'S CAFE

Sportman's Cafe is a classic diner serving up the comfort food you know and love. They offer breakfast, lunch and dinner!

67 MN-65, Mora, MN 55051



Things TO DO

SPRING BROOK GOLF COURSE

Spring Brook Golf Course and Country Club offers guests a beautiful 18-hole championship layout that can test the skills of even the most elite players.

2276 200th Ave, Mora, MN 55051
springbrookgc.com



SAPSUCKER FARM YELLOW BELLY CIDER

Sapsucker Farms is a certified organic farm established in 2000. On the farm, they produce the award-winning Yellow Belly Hard Cider! The taproom provides a fun family atmosphere with games and food trucks. Non alcoholic options available.

2752 215th Ave, Mora, MN 55051
sapsuckerfarms.com



ANN RIVER WINERY

A visit to Ann River Winery is a must! The fabulous wines, delicious pizzas, and beautiful tastings rooms are the perfect way to unwind..

1999 180th Ave, Mora, MN 55051
annriverwinery.com



VICTORY LANES SPORTS BAR

Victory Lanes is the go-to bowling alley in the area! You can participate either socially or competitively and show your friends just how good you are! Enjoy excellent customer service and great food and drinks while you bowl!

1865 Frontage Rd, Mora, MN 55051
victorylanessportsbar.com





WIFI

NETWORK

hug2g545798
hug5g545798

PASSWORD

ship09camp



BEFORE *You Go*

LINENS



Please leave beds unmade.
Please place used towels &
dishcloths in bins provided.

DISHES



Please rinse and load dishes
into the dishwasher. Please run
the cycle before you leave.

FOOD



Please empty the fridge and
cupboards of all open and
perishable food products.

LIGHTS



Please make sure all lights,
appliances and electronics are
turned off.

WINDOWS & DOORS



Please make sure all windows
and doors are closed and
locked.

KEYS



Please return the keys to the
lockbox & message the host
upon departure.



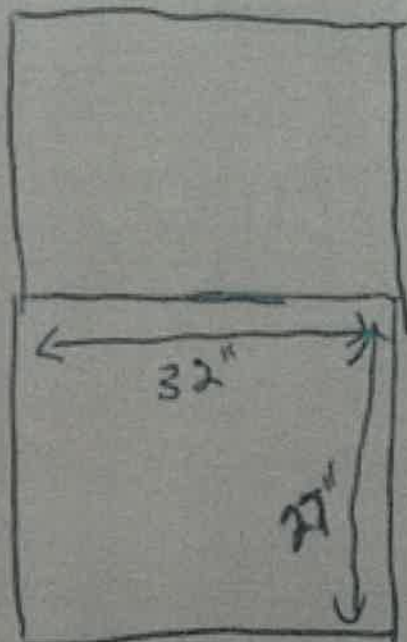
THANK *You*

Thank you for choosing to stay with us! It was a pleasure and privilege to host you. We hope you enjoyed your stay and come back again soon!

Phil & Heather

If you have a moment,
please consider leaving us a review!

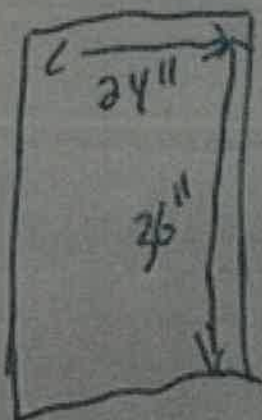




Opening
Dimension

Single Hung $3' \times 5'$
windows in entire house
except 2 bedrooms in
basement

2 Bedrooms in basement
have ~~box~~ casement windows



Opening
Dimension



Food, Beverage and Lodging Establishments LICENSE APPLICATION

Notice to all applicants: Minnesota Statutes, section 270C.72, subd. 4, requires you to supply your Minnesota business tax identification number and your social security number. Minnesota Statutes, section 176.182 also requires information regarding workers' compensation insurance. All data submitted in this application are public data except the individual's social security number, which is private. **NO CASH, CREDIT or DEBIT CARDS** You must submit this application and pay all fees before you begin operation. (MN Statutes, section 157.16)

Print clearly and return all pages.

License type

(New establishments must also submit a plan review application)

☒ New establishment – Opening Date 6/27/2023 ☐ Renewal – license # _____ Opening date _____
☐ Ownership change-Previous owner & license # _____
☐ Adding _____ to License # _____

Establishment information

Establishment name Knife Lake Cabin Rental LLC
 Establishment address 19351 Salmonson River Road Mora MN 55051
 Street/PO box City State Zip

County Kanabec County Business telephone _____/_____

If not operating year round: Opening date _____ Closing date _____

Applicant information (Corporation or Operator)

Corporation name _____ Primary officer _____

Contact phone # _____/_____ E-mail _____ or

Individual operator: First name Phil Middle initial _____ Last name Smith

Contact phone # 712, 299-5413 E-mail smithp35@gmail.com

Individual operator's social security # _____

MN business tax identification # (This must be provided for licensure if applicable) _____

Federal tax number 92-2916019

Corporation or Operator mailing address (This is where the license will be mailed)

12405 50th Ave N Plymouth MN 55442
 Street/PO box City State Zip

Emergency contact name Phil Smith Emergency telephone # 712, 299-5413

Emergency Email smithp35@gmail.com

Where should renewals and notices be sent?

☐ Mailing address ☐ Corporation email ☒ Operator email

For office use only

San. name Nate Topp

Lic # To Be Determined

☐ Pending ☒ Approved H M L

☒ Year Round ☐ Seasonal

Workers' compensation information

(This must be provided for licensure)

Insurance company name _____

Mailing address _____

Policy # _____ Street/PO box _____ City _____ State _____ Zip _____
 Dates of coverage _____ through _____ or _____

I certify that I am not required to carry workers' compensation liability coverage because:

- ☒ I am a sole proprietor or partner and I have no employees.
☐ I have no employees who are covered by the workers' compensation law. **Note:** Only employees exempt by statute (spouse, parent and children) are not covered by the workers' compensation law.
☐ I represent a nonprofit association which does not pay more than \$1000 in salary or wages in a year.

Food, beverage and lodging establishment definitions

Category 1 establishment provides one or more of the following:

Pre-packaged food that is served in the package; continental breakfast such as rolls, coffee, juice, milk and cold cereal; serves beverages; cleans eating, drinking or cooking utensils or is a child care facility licensed under MN Statutes, 245A.03; a food establishment where the method of food preparation is low-risk as defined by MN Statutes, 157.20 subd. 2(c).

Category 2 establishment is not a category 1 establishment and is either a food establishment where the method of food preparation is medium risk as defined by MN Statutes, 157.20 subd. 2 (b); an elementary school or secondary school as defined in MN Statutes, 120A.05.

Category 3 establishment is not a category 1 or 2 establishment and is either a food establishment where the method of food preparation is high risk as defined by MN Statutes, 157.20 subd. 2 (a); an establishment where 500 or more meals are prepared each day and served at one or more locations.

Additional food service - a location at a food establishment, other than the primary food preparation and service area, used to prepare or serve beverages from a bar or food to the public.

HACCP verification - an annual fee category for a business that performs one or more specialized process that requires an HACCP plan as required in chapter 31 and MN Rules, chapter 4626.

Individual water - a private water supply other than a community public water supply.

Individual sewer - a private sewage treatment system, which uses subsurface treatment and disposal.

Lodging per unit - the number of guest rooms, cottages, or other rental units of a hotel, motel, lodging establishment, or resort, or the number of beds in a dormitory.

Public swimming pool - any swimming pool other than a private residential swimming pool.

Spa pool - a public hot water pool intended for seated recreational use.

Late penalty - additional charge added to the license fee when a person operates a business without first having made application and fee payment for the current year's license.

Boarding and lodging establishmentsAre you registered for MN Statutes, section 157.17, Special Services? ☐ Yes ☒ No**Manufactured home parks/Recreational camping areas**If there is a manufactured home park or recreational camping area at this establishment, what is the license number? N/A

Fee schedule

Check the appropriate box(es)

☒ Base Fee (all establishments) \$165 \$ 165**Note:** If an FBL is combined with an RCA and/or and MHP pay only one base fee (highest applicable).**Food:** Check only one highest applicable category☐ Category 1 establishment \$110 \$_____☐ Category 2 establishment \$245 \$_____☐ Category 3 establishment \$385 \$_____☐ Additional food service - no. _____ x \$175 \$_____☐ Additional food service (bar) - no. _____ x \$175 \$_____☐ HACCP verification \$175 \$_____**Other:** Check all applicable categories☒ Lodging* - no. of units 1 x \$ 11 \$11
(Maximum lodging fee of \$1,100)

(*Please check appropriate box)

☒ Hotel/Motel ☐ Lodging establishment
☐ Resort☐ Public swimming pools \$355 \$_____☐ Additional pools - no. _____ x \$200 \$_____☐ Spa pool \$200 \$_____☐ Additional spas - no. _____ x \$110 \$_____☒ Individual water ☒ Sewer \$ 60 \$80(Check both individual water and sewer, if applicable)**Total establishment fee calculation** \$ _____☒ Hospitality fee (all establishments) \$ 40 \$ 40**Total fee due** \$ 276 ☒ Submit this total with application

If late penalty applies

(Check the appropriate box(es))

☐ Late penalty - (1 to 30 days) \$120 \$_____☐ Late penalty - (after 30 days) \$360 \$_____**Total fee due including late penalty** \$ _____ ☐ Submit this total with application if late penalty applies**Make checks payable to Minnesota Department of Health – NO CASH, CREDIT or DEBIT CARDS ACCEPTED****Notice:** The issuance of a dishonored check to this department will require a service charge of \$30 per check pursuant to Minnesota Statutes, Section 604.113, subd. 2.(a). Additional civil penalties may be imposed for nonpayment.

By my signature below I understand that my establishment must comply with all Minnesota Statutes, Rules and other regulations that apply to my establishment and any licenses issued from this application.

I certify that the information provided on this application is accurate and complete.

Signature *M. J. Smith* Date 5/30/2023

By the signature above, I certify that all licensed public pools operated by this establishment are compliant with MN Statutes chapter 144.1222 subd. 1c and 1d.

Submit license application/fee toMinnesota Department of Health
Food, Pools, and Lodging Services Section
PO Box 64495
St. Paul, Minnesota 55164-0495Food, Pools, and Lodging Services Section
(<http://www.health.state.mn.us/fplslicense>)

651-201-4500

04/06/2022

To obtain this information in a different format, call
651-201-4500/Printed on recycled paper

Office of the Minnesota Secretary of State Certificate of Organization

I, Steve Simon, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

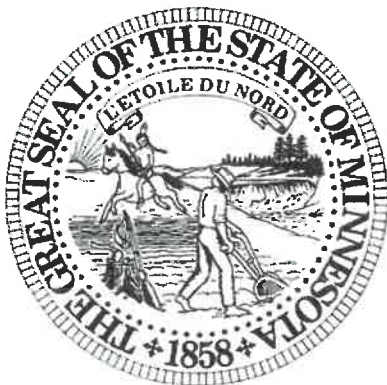
The business entity is now legally registered under the laws of Minnesota.

Name: Knife Lake Cabin Rental LLC

File Number: 1380648500029

Minnesota Statutes, Chapter: 322C

This certificate has been issued on: 03/14/2023



Steve Simon
Secretary of State
State of Minnesota



Work Item 1380648500029
Original File Number 1380648500029

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
03/14/2023 11:59 PM

A handwritten signature in black ink that reads "Steve Simon". The signature is written in a cursive, flowing style.

Steve Simon
Secretary of State

Office of the Minnesota Secretary of State Certificate of Organization

I, Steve Simon, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

The business entity is now legally registered under the laws of Minnesota.

Name: Wesley & Marie Properties LLC

File Number: 1309355900026

Minnesota Statutes, Chapter: 322C

This certificate has been issued on: 04/14/2022



Steve Simon

Secretary of State
State of Minnesota



Work Item 1309355900026
Original File Number 1309355900026

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
04/14/2022 11:59 PM

A handwritten signature in black ink that reads "Steve Simon".

Steve Simon
Secretary of State



KANABEC COUNTY PLANNING COMMISSION
Environmental Services Department
903 Forest Ave E
Mora, MN 55051
Phone: (320) 679-6456
Email: env@co.kanabec.mn.us

Kanabec County Planning Commission Meeting Minutes of June 26, 2023

MINUTES ARE CURRENTLY UNAPPROVED

MEMBERS PRESENT: Tom Roeschlein, Rhonda Olson, Earl Bracewell, Doug Sabinash

EX-OFFICIAL PRESENT: none

MEMBERS ABSENT: Pat O'Brien, Wayne Zaudtke

EX-OFFICIAL ABSENT: Chad Gramentz

STAFF: Ryan Carda – Environmental Services Tech

APPLICANT REPRESENTATIVE(S): Phil Smith

PUBLIC ATTENDING: Bob Mayo

Call to Order: Kanabec County Planning Commission was called to order at 7:00pm by Tom Roeschlein.

Pledge of Allegiance

Approval of Agenda/Additions to Agenda:

A motion was made Earl Bracewell, seconded by Rhonda Olson to approve the agenda as presented.

All in favor, motion carried.

Approval of Minutes:

A motion was made by Earl Bracewell, seconded by Doug Sabinash to approve the minutes from May 22nd, 2023 as presented.

All in favor, motion carried.

Old Business:

None

New Business:

Public Hearing – Review IUP Application: Vacation Rental – 19351 Salmonson River Road, Mora, MN 55051, Phil & Heather Smith:

Staff presentation:

- Ryan Carda presented the findings of the Environmental Services Office
 - A site visit was conducted at the property to review the requirements of the Shoreland Ordinance for operating as a vacation rental
 - Requirements that were immediately met were verified at the first meeting and the requirements that weren't met were fixed by the property owner and verified photos
 - The property has met the requirements of the Shoreland Ordinance
 - Staff feels that the criteria for granting an interim use permit has been met
 - The house is a new construction and everything was built to follow code
- Earl Bracewell asked about the checklist not being signed by the applicant
 - Ryan said that the final checklist was done prior the documents being mailed out and is used more

to track the requirements being met

Applicant presentation:

- Phil Smith
 - Gave background on the purchase of the property and how they acquired it from the County
 - Described the development on the lot and what has been done
- Doug Sabinash
 - Asked if the house was constructed with the intent of being a vacation rental
 - Phil said that was their intent and they coordinated with Environmental Services from the beginning to make sure the vacation rental requirements were being met
- Earl Bracewell
 - Asked if advertising would be done through an agency
 - Phil said they would be utilizing Airbnb and VRBO

Public hearing comments:

- Bob Mayo
 - Came to find out more on the rental application process
 - Brought up enforcement of rental properties
 - Asked whether they would rent for a minimum number of nights
 - Expressed concern about party groups possibly using the property
- Phil Smith
 - Responded and said that they are looking at doing minimum stays of 4 nights
 - Airbnb and VRBO have algorithms to help reduce the risk of having problem renters through noise monitors and other checks
 - They will personally vet any potential guests

Conclusion of public hearing:

- Doug Sabinash
 - Asked about the use of the pontoon for guests to which Phil responded and said guest would be able to use it but it is covered under a separate LLC
 - Asked about the site sketch and whether there should be more of a standard that is followed to which Ryan responded and said that we could work on developing a more standard site sketch that needs to be submitted
- Other general discussions were had regarding different items such as the application, the development of the lot, potential rental use, and property boundary markings

Board action:

- Planning Commission members went through the criteria for granting an interim use permit:
 - Given the nature of the land, is the requested use compatible with general welfare, public health and safety - YES
 - The requested use will not create an unreasonably excessive burden on the existing roads or other utilities - YES
 - The requested use is compatible with the surrounding area and will not significantly depreciate nearby properties - YES
 - The structure and the use shall have an appearance that will not have an unreasonably adverse effect on nearby properties - YES
 - The requested use is consistent with the County Shoreland Ordinance - YES
 - The requested use is not in conflict with the County Comprehensive Plan - YES
 - The requested use will not create an unreasonably adverse effect because of noise, odor, glare, or general unsightliness, for nearby property owners - YES

- The requested use is reasonably related to the existing land use and environment - YES
 - There are no apparent unreasonable health risks posed to neighbors or the public in general - YES
 - The requested use will/will not have an adverse effect upon public health, safety and welfare due to the following other factors - NONE
- A motion was made by Doug Sabinash, seconded by Rhonda Olson, to recommend approval of the Interim Use Permit to the County Board.
All in favor, motion carried.

Public Hearing Comment:

- None

Adjourn:

A motion was made by Rhonda Olson, seconded by Earl Bracewell to adjourn the meeting at 7:27pm.
All in favor, motion carried.

Respectfully submitted,
Ryan Carda
Recording Secretary

10:10am Appointment

July 5, 2023

REQUEST FOR BOARD ACTION

a. Subject: Office Space	b. Origination: Veterans Services Office
c. Estimated time: 10 minutes	d. Presenter(s): Erica Bliss, VSO

e. Board action requested:

Discuss office space at the new Veterans Memorial site

f. Background:

Supporting Documents: None: ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

10:20am Appointment

July 5, 2023

REQUEST FOR BOARD ACTION

a. Subject: Assessor Office Update	b. Origination: Board of Commissioners
c. Estimated time: 15 minutes	d. Presenter(s): Tina Von Eschen, County Assessor

e. Board action requested:

Information only

f. Background:

Supporting Documents: None: ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

10:30am Appointment

Item A

July 5, 2023

REQUEST FOR BOARD ACTION

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

e. Board action requested:

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

f. Background:

Table below shows final points

Title	Current Total Points	Recommended Total Points	Current Grade	Recommended Grade
Office Support Specialist	192	No change	5	No change
Case Aide	212	225	6	7
Accounting Technician	232	No change	8	No change
Eligibility Worker	245	250	8	9
Fiscal Officer	261	285	9	10
Community Support Tech-Adult	256	261	9	No change
Community Support Tech-Child	256	261	9	No change
Child Support Officer/Fraud Prevention Specialist	284	300	10	11
Child Support Specialist	275	284	10	No change
Lead Child Support Officer	300	308	11	No change
Social Worker	355	368	13	14

Supporting Documents: None **Attached:** ☒

Date Received in County Coordinator's Office:

N/A

Coordinators Comments:

Please contact Kim if you would like to see the changes made to the job descriptions

Resolution #__a – 07/05/23

Case Aide Evaluation

WHEREAS Kanabec County Policy P-106, Section IV.A. calls for a reevaluation of all county job classifications on a three year rotation, and

WHEREAS the Case Aide position is on the rotation schedule for 2023, and

WHEREAS the HR Specialist has submitted the updated job description and physical analysis to the wage consultant at MRA for evaluation, and

WHEREAS the wage consultant has examined and evaluated the job description and recommends the grade for the above job title increase from Grade 6 to Grade 7 based on an increase in overall points;

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

BE IT FURTHER RESOLVED to accept the ranking for the "Case Aide" position, which results in Pay Range 7;

BE IT FURTHER RESOLVED that this change is effective July 1, 2024.

BE IT FURTHER RESOLVED that this change is effective January 1, 2024.

Resolution #__b – 07/05/23

Eligibility Worker Evaluation

WHEREAS Kanabec County Policy P-106, Section IV.A. calls for a reevaluation of all county job classifications on a three year rotation, and

WHEREAS the Eligibility Worker position was not on the rotation schedule for 2023 but was agreed upon to be reviewed in 2023, and

WHEREAS the HR Specialist has submitted the updated job description and physical analysis to the wage consultant at MRA for evaluation, and

WHEREAS the wage consultant has examined and evaluated the job description and recommends the grade for the above job title increase from Grade 8 to Grade 9 based on an increase in overall points;

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

BE IT FUTHER RESOLVED to accept the ranking for the “Eligibility Worker” position, which results in Pay Range 9;

BE IT FURTHER RESOLVED that this change is effective July 1, 2024.

Resolution #__c - 07/05/23

Fiscal Officer Evaluation

WHEREAS Kanabec County Policy P-106, Section IV.A. calls for a reevaluation of all county job classifications on a three year rotation, and

WHEREAS the Fiscal Officer position was not on the rotation schedule for 2023 but was agreed upon to be reviewed in 2023, and

WHEREAS the HR Specialist has submitted the updated job descriptions and physical analysis to the wage consultant at MRA for evaluation, and

WHEREAS the wage consultant has examined and evaluated the job description and recommends the grade for the above job title increase from Grade 9 to Grade 10 based on an increase in overall points;

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

BE IT FUTHER RESOLVED to accept the ranking for the “Fiscal Officer” position, which results in Pay Range 10;

BE IT FURTHER RESOLVED that this change is effective July 1, 2024.

Resolution #__d – 07/05/23

Child Support Officer/Fraud Prevention Specialist Evaluation

WHEREAS Kanabec County Policy P-106, Section IV.A. calls for a reevaluation of all county job classifications on a three year rotation, and

WHEREAS the Child Support Officer/Fraud Prevention Specialist position was not on the rotation schedule for 2023 but was agreed upon to be reviewed in 2023, and

WHEREAS the HR Specialist has submitted the updated job description and physical analysis to the wage consultant at MRA for evaluation, and

WHEREAS the wage consultant has examined and evaluated the job description and recommends the grade for the above job title increase from Grade 10 to Grade 11 based on an increase in

overall points;

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

BE IT FUTHER RESOLVED to accept the ranking for the "Child Support Officer/Fraud Prevention Specialist" position, which results in Pay Range 11;

BE IT FURTHER RESOLVED that this change is effective July 1, 2024.

Resolution #__e – 07/05/23

Social Worker Evaluation

WHEREAS Kanabec County Policy P-106, Section IV.A. calls for a reevaluation of all county job classifications on a three year rotation, and

WHEREAS the Social Worker position was not on the rotation schedule for 2023 but was agreed upon to be reviewed in 2023, and

WHEREAS the HR Specialist has submitted the updated job description and physical analysis to the wage consultant at MRA for evaluation, and

WHEREAS the wage consultant has examined and evaluated the job description and recommends the grade for the above job title increase from Grade 13 to Grade 14 based on an increase in overall points;

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

BE IT FUTHER RESOLVED to accept the ranking for the "Social Worker" position, which results in Pay Range 14;

BE IT FURTHER RESOLVED that this change is effective July 1, 2024.

Resolution #__f – 07/05/23

WHEREAS Kanabec County Policy P-106, Section IV.A. calls for a reevaluation of all county job classifications on a three year rotation, and

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

- Office Support Specialist
- Accounting Technician
- Community Support Tech-Adult

- Community Support Tech-Child
- Child Support Officer
- Lead Child Support Officer

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

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

10:30am Appointment

Item B

July 5, 2023

REQUEST FOR BOARD ACTION

a. Subject: Reevaluation Results, Transit	b. Originating Department: County Coordinator
c. Estimated time: 5 Minutes	d. Presenter(s): Kim Christenson

e. Board action requested:

Approve the following resolution for the Transit Department job descriptions.

Resolution #__ – 07/05/23

WHEREAS Kanabec County Policy P-106, Section IV.A. calls for a reevaluation of all county job classifications on a three year rotation, and

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

- Transit Director
- Operations Supervisor

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

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

f. Background:

Table below shows final points

Title	Current Total Points	Recommended Total Points	Current Grade	Recommended Grade
Transit Director	427	428	16	No change
Operations Supervisor	307	308	11	No change

Supporting Documents: None **Attached:** ☒

Date Received in County Coordinator's Office:

N/A

Coordinators Comments:

Please contact Kim if you would like to see the changes made to the job descriptions

10:40am Appointment

July 5, 2023

REQUEST FOR BOARD ACTION

a. Subject: 2023 MCIT Report	b. Origination: MCIT
c. Estimated time: 20-25 minutes	d. Presenter(s): Tom Suppes, MCIT Risk Management Consultant

e. Board action requested:

Information only

f. Background:

Supporting Documents: None: ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

2023 MCIT Report to Kanabec County

MANAGING RISKS TOGETHER

Tailored Coverage, Valuable Service, Member Focused

MCIT Focuses on Benefiting Members

As a risk sharing pool, Minnesota Counties Intergovernmental Trust provides specific lines of coverage and services to meet members' unique risk exposures. MCIT works to protect the stability and longevity of the program for the benefit of all members.

MCIT is not an insurance company focused on profits. Rather, MCIT is a public joint powers entity dedicated to helping members manage their risks so they can carry out their public service mission to the citizens of Minnesota.

Through MCIT, members pool resources to provide:

- Property, liability, auto, cyber and workers' compensation coverage
- Programs and services to assist members in managing risks and controlling losses

As a public entity, MCIT understands the unique challenges facing local governments and offers ways to address those risks.

Members Do Their Part

The success of MCIT is built on each member's willingness to:

- Support loss prevention and risk management strategies.
- Take reasonable steps to mitigate claims.
- Collaborate with MCIT when losses occur.
- Fulfill financial obligations to MCIT.

MCIT Mission

Providing Minnesota counties and associated members cost-effective coverage with comprehensive and quality risk management services.



MCIT.ORG | 1.866.547.6516

Reinsurance Maintained at Acceptable Costs

Consistent with past years, reinsurance carriers remain guarded in working with public entity pools given the state of the market and risks associated with member operations. MCIT purchases reinsurance to protect the program

from covering the total cost of catastrophic claims.

For 2023, the property reinsurance rate increased 8 percent, and the liability reinsurance rate rose by 24 percent.

Cyber Coverage Preserved, Enhanced for 2023

After Hartford Steam Boiler informed MCIT in mid-2022 that it would not renew MCIT's cyber-coverage program for 2023, staff worked tirelessly to find a suitable replacement before the new year. They succeeded.

For 2023, the new cyber-coverage program:

- Includes increased aggregate coverage limits for members (\$500,000 for county members)
- Provides increased sublimits
- Offers retroactive coverage

The new program includes similar coverage to the HSB program, including an endorsement for mis-directed payment and computer fraud incidents. The deductible for county members is \$10,000.

Cost-containment Measures

To help limit members' required contributions, MCIT looks for ways to minimize the program's costs, including:

- **Pursuing recoveries:** When a claim involves a third party who is legally responsible for the loss or damage

in whole or in part, MCIT pursues recovery of funds on the members' behalf. In the past five years, MCIT has recovered nearly \$3 million.

- **Medical bill review:** For workers' compensation claims, MCIT uses a third party to review medical

bills to assure coding and pricing accuracy, achieving lower overall expenses.

- **Pharmacy benefit manager:** This outside service helps limit the cost of filling prescriptions under workers' compensation benefits.

Dividend Reflects Actual Expenses, Investments

MCIT TOTAL DIVIDEND
(Workers' Compensation Division Only)

\$7 MILLION

KANABEC COUNTY DIVIDEND

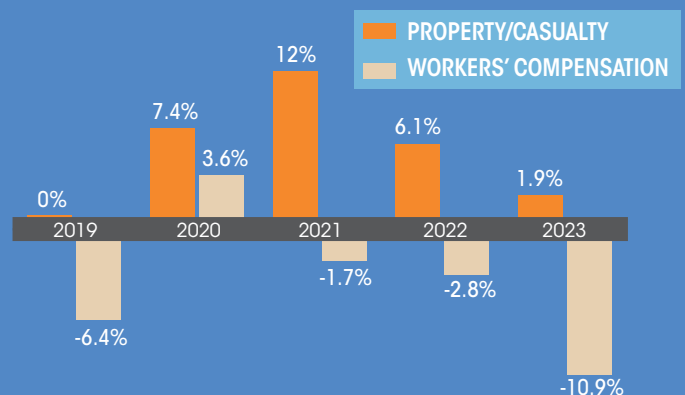
\$84,475

Dividends reflect MCIT's past claim experience and the performance of MCIT's investments. MCIT only issues a dividend when it is actuarially sound and fiscally prudent.

Although not guaranteed, the board is committed to returning funds to members when appropriate.

Rates Anticipate Expenses

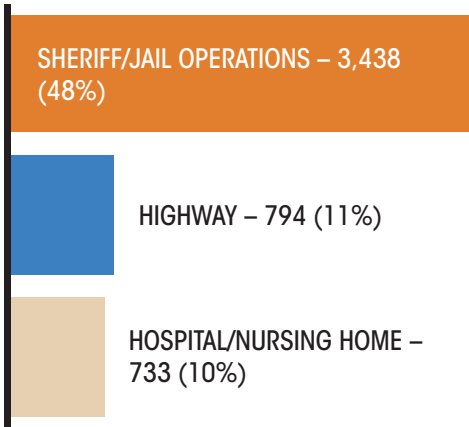
MCIT AGGREGATE RATE CHANGES (2019-2023)



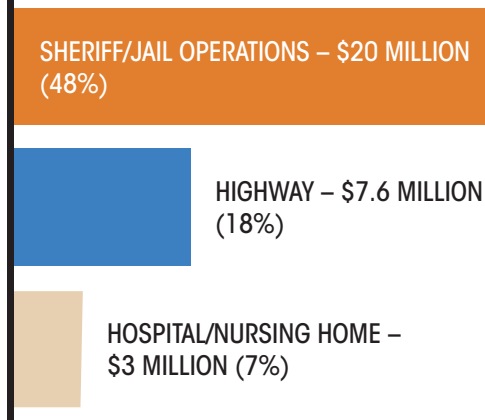
The historical cost of claims and expenses associated with MCIT operations are used to project the amount of contribution needed for the next year. MCIT aims to collect only what is necessary to cover these costs.

Aggregate Workers' Compensation Claims Top 3 by Department 2018-2022

BY FREQUENCY



BY SEVERITY



Workers' Compensation Claims Affect County's Contribution

KANABEC COUNTY'S MOD RATE AND COST DIFFERENCE

The county's factor for 2023 is

0.783

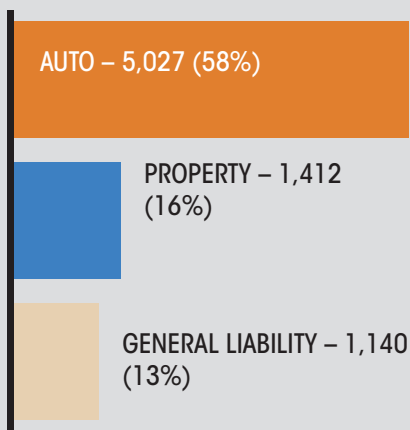
The county's difference from the base cost of coverage is

(\$29,896)

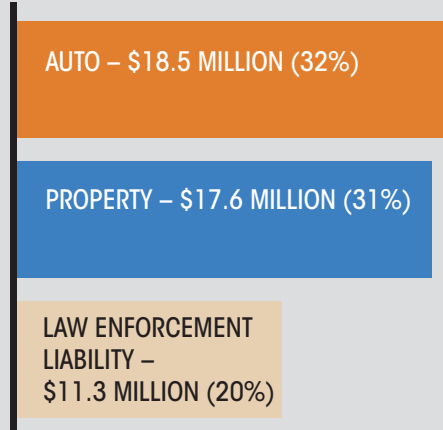
Recent mod factors: 2022, 0.79; 2021, 1.111; 2020, 1.161; 2019, 1.13.

Aggregate Property/Casualty Claims Top 3 by Line 2018-2022

BY FREQUENCY



BY SEVERITY



Although MCIT does not experience rate property or liability coverage, the frequency and severity of all member claims influence the cost of coverage.

The frequency and severity of work-related injuries and illnesses affect each member's experience modification (mod) factor. This unique factor is part of the formula used to determine a member's annual workers' compensation contribution.

Other factors include the amount of payroll in each employee class code and the rate for each class.

A mod of 1.0 reflects expected claim development.

A factor greater than 1.0 can increase the contribution.

A factor less than 1.0 can decrease it.

Knowledgeable Advice, Valuable Services

MCIT offers members a number of services, programs and items to assist them in reducing losses and mitigating risks. Most are provided as part of membership.



CONSULTATION SERVICES

Risk management and loss control consultation services assist members in preventing losses and making the most of their lines of coverage.



AWARENESS AND PREVENTION MATERIALS

Based on claims frequency and severity, MCIT develops resources to assist with preventing losses and reducing the severity of claims.



TRAINING FOR OFFICIALS AND EMPLOYEES

Seminars, workshops, on-site presentations, PATROL (Peace Officer Accredited Training Online), training videos, defensive driving training



ACCESS TO SERVICE PARTNERS

MCIT membership includes access to services through partner organizations:

- Employee Assistance Program
- Minnesota Safety Council
- HSB boiler and pressure vessel inspections

Commissioners are encouraged to:

- Learn how coverage applies before making final decisions
- Have contracts reviewed for risk management before signing or approving them
- Support safety initiatives (e.g., the safety committee and a program to return injured employees to work)
- Support and encourage training and education for all employees
- Attend risk management training
- Promote safety at all levels
- Engage MCIT

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of the County Coordinator

UNAPPROVED MINUTES

June 20, 2023

The Kanabec County Board of Commissioners met at 9:00am on Tuesday, June 20, 2023 pursuant to adjournment with the following Board Members present: Tom Roeschlein, Rick Mattson, Wendy Caswell, Alison Holland and Peter Ripka. Others Present: Board Clerk Kris McNally, County Attorney Barbara McFadden and Recording Secretary Kelsey Schiferli.

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

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

Action #1 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to approve the agenda with the following changes: Remove 9:40am Appointment, Employee Service Recognition.

Action #2 – It was moved by Peter Ripka, seconded by Wendy Caswell and carried unanimously to approve the minutes of June 6, 2023.

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>
Card Services (Coborn's)	1,184.14
Card Services (Coborn's)	263.95
Consolidated Communications	1,125.59
E C Riders	1,708.07
Kanabec County Auditor-Treasurer	9,460.41
Kwik Trip Inc	14,325.89
Midcontinent Communications	451.26
Minnesota Department of Finance	4,653.00
Office of MN.IT Services	1,338.65
Quality Disposal	291.27
Verizon Wireless Cellphones	3,068.20
11 Claims Totaling:	\$ 37,870.43

9:03am – The Chairperson called for public comment three times. No one responded.

9:05am – The Chairperson closed public comment.

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

Revenue Fund	
<u>Vendor</u>	<u>Amount</u>
A and E Cleaning Services	100.00
A and E Cleaning Services	550.00
Advanced Correctional Healthcare	19,890.93
American DataBank LLC	36.00
Anne M. Carlson Law Office, PLLC	1,440.00
Aspen Mills	1,160.00
AT&T Mobility	1,547.93
Bob Barker	993.84
Bracewell, Earl	88.10
Christenson, Kim	210.91
Curtis, Micahel	237.11
DKN Construction	32,991.00
East Central Solid Waste Commission	71.70
East Central Solid Waste Commission	80.00
EATI	2,707.00
EATI	1,540.83
EATI	1,657.41
ECM Publishers	207.28
Environmental Systems Research Institute	5,702.00
FBG Service Corporation	4,829.00
FBG Service Corporation	2,543.00
FBG Service Corporation	672.00
Feine, Jeffrey	74.98
Glen's Tire	114.00
Glen's Tire	153.81
Grainger	75.87
Granite City Jobbing Co	716.64
Granite City Jobbing Co	698.90
Hamilton Funeral Homes	400.00
Hartshorn, Jim	145.41
Hoefert, Robert	1,158.04
IT SAVVY	73.53
Kanabec Publications	218.16

Kanabec Publications	1,622.16
Kanabec Publications	2,221.00
M & H Appliance	279.99
MAAP	330.00
MACPO, Jackson County Probation	200.00
Marco	159.00
McKinnis & Doom PA	790.00
Michael Keller, Ph.D., L.P.	650.00
Minnesota Monitoring, Inc.	496.00
Minnesota UI	2.00
Motorola Solutions	2,115.00
O'Brien, Pat	93.34
ODP Business Solutions	124.63
Office Depot	104.43
Olson, Rhonda	85.48
O'Reilly Auto Parts	22.99
O'Reilly Auto Parts	5.29
Quality Disposal	244.53
Quality Disposal	259.51
Ramsey County	1,586.00
RELX Inc. DBA Lexis Nexis	231.75
RELX Inc. DBA Lexis Nexis	186.50
Rinke Noonan	815.00
River Valley Forensic Services, P.A.	1,000.00
Sabinash, Douglas	86.79
Schumacher, Sarah	79.91
Stellar Services	86.83
Summit Food Service Management	4,041.83
Summit Food Service Management	4,030.06
Terhaar, Cheryl	117.90
Tinker & Larson Inc	2,489.00
Van Alst, Lillian	1,303.45
VC3	2,975.00
Vye	225.00
WEX	423.50
Zaudtke, Wayne	78.93

69 Claims Totaling: \$ 112,648.18

Road & Bridge Fund

<u>Vendor</u>	<u>Amount</u>
A & E Cleaning Services	1,340.00
Central McGowan	170.97

Glens Tire	834.76
Gopher State One-Call	41.85
Grainger	98.40
Kanabec County Highway Dept	84.60
Kanabec Publications	205.00
Kwik Trip	42.41
Lake Superior College	1,075.00
Marco	330.89
Martin Marietta	603.76
Nuss Truck	376.45
ODP	308.42
Power Plan	851.10
Trueman Welters	544.00
USIC Locating	100.00
Vault Health	61.16
Wideth Smith Nolting	5,760.00
Wiacom	675.30

19 Claims Totaling: \$ 13,504.07

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

Resolution #5 – 6/20/23

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

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

BE IT RESOLVED to approve the Application to Conduct Excluded Bingo for Ann Lake Watershed Alliance for bingo events to be held on August 20, 2023 and November 19, 2023 at Firepit Bar & Grill 1434 Ann Lake Rd Ogilvie, MN 56358

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

Resolution #6 – 6/20/23

WHEREAS, Minnesota Statutes 353.64, Subdivision 2, permits the governing body of a

governmental subdivision to declare that a position is that of a police officer and that the person who holds said position on a part-time basis is to be covered by the Police and Fire retirement plan if the following employment duties and qualification requirements are met:

1. The position requires a license by the Minnesota peace officer standards and training board and the employee is so licensed;
2. The primary (over 50%) duty of the position is to enforce the general criminal laws of the state;
3. The position charges the employee with the prevention and detection of crime;
4. The position gives this employee the full power of arrest, and
5. The position is assigned to a designated police or sheriff's department.

THEREFORE, BE IT RESOLVED that Kanabec County hereby declares that the position of Deputy Sheriff in the Kanabec County Sheriff's Office satisfies all of the requirements listed above and declares its desire to provide all future employees holding said part-time law enforcement position with coverage under the Police and Fire plan; AND

BE IT FURTHER RESOLVED that Kanabec County will provide a copy of this resolution to PERA each time it provides Police and Fire membership to a person who is hired to said part-time position and will indicate the name of the employee eligible for such coverage.

County Coordinator Kris McNally led a discussion regarding an Updated Agreement between the Minnesota Department of Revenue and Kanabec County for Collection of Local Transit Sales and Use Tax.

Action #7 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #7 - 6/20/23

Approval of the Revised Agreement between the Minnesota Department of Revenue and Kanabec County for Collection of a Local Transit Sales and Use Tax

WHEREAS, the Minnesota Department of Revenue has requested an updated agreement with Kanabec County as a result of its modification of the distribution cycle for revenue collected by the local transit sales and use tax, as well as responsibilities at the end of the duration of said tax; and

WHEREAS, agreement changes take effect January 1, 2024;

THEREFORE BE IT RESOLVED the Kanabec County Board of Commissioners approves the updated agreement as requested by the Minnesota Department of Revenue;

BE IT FURTHER RESOLVED the Kanabec County Board Chair and County Coordinator are authorized to sign the updated agreement.

Action #8 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried

unanimously to recess the board meeting at 9:16am to a time immediately following the Family Services Board.

The Kanabec County Family Services Board met at 9:16am on Tuesday, June 20, 2023 pursuant to adjournment with the following Board Members present: Tom Roeschlein, Rick Mattson, Wendy Caswell, Alison Holland and Peter Ripka. Family Services Director Chuck Hurd presented the Family Services Board Agenda.

Action #FS9 – It was moved by Peter Ripka, seconded by Tom Roeschlein and carried unanimously to approve the Family Services Board Agenda as presented.

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

Action #FS10 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #FS10 – 6/20/23

WHEREAS, Kanabec County Family Services will receive one-time funding of \$126,121. to be used for expenses that support Medical Assistance (MA) renewals in the Financial Unit, and

WHEREAS, overtime pay for staff to complete MA applications is an allowable expense; and

WHEREAS, the Family Services Director is requesting approval for using up to \$20,000 of the funds for overtime pay for staff in order to have the flexibility if /when there is a significant increase in the MA applications.

THEREFORE BE IT RESOLVED the Kanabec County Family Services Board approves the use of up to \$20,000 of the one-time funding for overtime pay for financial staff in the case of a significant increase in MA applications.

Action #FS11 – It was moved by Wendy Caswell, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #FS11 – 6/20/23

Foster Care Rabies Vaccination Policy Resolution

WHEREAS, Kanabec County Family Services has created a policy to require foster homes in Kanabec County to vaccinate their dogs, cats and ferrets in order to keep foster children safe, and

WHEREAS, if there are no state or local ordinances in place or if the ordinances do not require rabies immunizations it will still be the policy of Kanabec County Family Services that

licensed foster homes maintain current rabies immunizations on all dogs, cats and ferrets over the age of three months.

THEREFORE BE IT RESOLVED the Kanabec County Family Services Board approves the rabies vaccination policy for county licensed foster care homes as submitted.

Action #FS12 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #FS12 – 6/20/23

Regional Fraud Agreement Resolution

WHEREAS, the Regional Administrative Agency (Pine County Human Services) contracts with the State of Minnesota's Department of Human Services, Financial Fraud and Abuse Investigations Division to administer the FPI program in Kanabec County; and

WHEREAS Kanabec County, dba Kanabec County Family Services desires to enter into an agreement with Pine County Human Services, acting as the Regional Fraud Prevention Administrative Agency to achieve mutually beneficial goals by establishing structures for providing FPI services to Kanabec County.

THEREFORE BE IT RESOLVED the Kanabec County Human Services Board approves the Family Services Director entering into a Regional Fraud Administration Agreement with Pine County Human Services commencing July 1, 2023 through June 30, 2025 with no funds to be exchanged, rather each agency will be responsible for their own costs in performing the stated duties:

COUNTY AGENCY DUTIES. The COUNTY AGENCY will:

2.1 Cooperate with the STATE and the FPI REGIONAL ADMINISTRATIVE AGENCY in fulfilling goals and objectives of the FPI program pursuant to the FPI Guidelines, United States laws, federal regulations, State of Minnesota (State or state) laws, applicable Department rules and county ordinances.

2.2 Cooperate with the REGIONAL ADMINISTRATIVE AGENCY in monitoring fraud referrals, completed investigations and case actions taken as a result of fraud prevention investigations.

2.3 Cooperate with the REGIONAL ADMINISTRATIVE AGENCY and the STATE in submission of narrative, financial and/or statistical reports either as required in FPI guidelines or as requested by the STATE.

2.4 Ensure that eligibility workers under its control make FPI referrals to the investigator representing the REGIONAL ADMINISTRATIVE AGENCY, cooperate with case action reporting requirements and participate in funded FPI program related training.

2.5 Evaluate FPI referral rates among COUNTY AGENCY eligibility workers in order to identify fraud detection training needs.

2.6 Refer for criminal prosecution public assistance recipients and providers who have committed intentional program violations (IPV) or, when such prosecutions are declined by a COUNTY AGENCY attorney or the COUNTY AGENCY decides not to pursue criminal prosecution of an IPV, pursue administrative disqualification of a provider or recipient in lieu of criminal prosecution in compliance with Minnesota Statutes, section 256.046.

REGIONAL ADMINISTRATIVE AGENCY DUTIES. The REGIONAL ADMINISTRATIVE AGENCY will:

3.1 Provide FPI services and report FPI Program activity to the COUNTY AGENCY.

3.2 Use qualified investigative staff to provide FPI services.

3.3 Annually provide training to COUNTY AGENCY eligibility workers in fraud detection to assist them identifying cases that should be referred. Provide training to COUNTY AGENCY eligibility workers on FPI forms and procedures.

3.4 Assist the COUNTY AGENCY in the identification and disqualification of individuals through the administrative disqualification hearing process when a completed fraud prevention investigation identifies an intentional program violation and no criminal action is contemplated.

Action #FS13 – Allison Holland introduced the following resolution and moved its adoption:

Resolution #FS13 – 6/20/23

Lakes & Pines CAC, Inc. Agreement for Homelessness Prevention
Resolution

WHEREAS, Kanabec County Family Services will be receiving State funds to assist in preventing homelessness of youth pre-K through 12th grade, and

WHEREAS, Lakes and Pines CAC, Inc. is willing and able to provide their expertise and professional knowledge to provide homelessness prevention services to children and youth age pre-K – through 12th grade, and

WHEREAS, Kanabec County Family Services would like to contract with Lakes and Pines CAC, Inc. to provide said homelessness services to area youth.

THEREFORE BE IT RESOLVED the Kanabec County Family Services Board approves the Kanabec County Family Services Director entering into an Agreement with

Lakes and Pines CAC, Inc. for homelessness services for children and youth up to 12th grade commencing on July 1, 2023 and terminating December 31, 2024 and not to exceed the annual funds provided by the State of Minnesota.

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

IN FAVOR THEREOF: Rick Mattson, Tom Roeschlein, Wendy Caswell, Alison Holland

OPPOSED: None

ABSTAIN: Peter Ripka

Whereupon the resolution was declared duly passed and adopted.

Action #FS14 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #FS14 – 6/20/23

Sue's Bus Service Agreement Resolution

WHEREAS, Kanabec County Family Services is in need of transportation daily for clients between home and school, or other destinations and

WHEREAS, Sue's Bus Service is willing and able to transport said clients to school or other destinations as determined by county and parent/guardian.

THEREFORE BE IT RESOLVED the Kanabec County Family Services Board approves the Agreement with Sue's Bus Service for transporting clients' to and from school or other destinations until further notice and billed at the current DHS Nonemergency Medical Transportation rate.

Action #FS15 – It was moved by Wendy Caswell, seconded by Tom Roeschlein and carried unanimously to approve the payment of 128 claims totaling \$297,106.32 on Family Services Funds.

Action #FS16 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to adjourn Family Services Board at 9:30am and to meet again on Tuesday, July 18, 2023 at 9:20am.

The Board of Commissioners reconvened.

County Coordinator Kris McNally presented the revised Policy P-111 Phased Retirement Option for approval.

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

Resolution #17 - 6/20/23

Approval of Revised Policy P-111 Phased Retirement Option

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

WHEREAS, in 2009 the County originally adopted a Phased Retirement Option Policy based on MN Statute 353.371; and

WHEREAS, the State of Minnesota has made revisions to MN Statute 353.371 Postretirement Option since that time; and

WHEREAS, the proposed policy revisions reflect the changes in MN Statute 353.371; and

THEREFORE, BE IT RESOLVED, the Kanabec County Board of Commissioners hereby adopts the revised Phased Retirement Option Policy P-111 effective June 20, 2023.

County Coordinator Kris McNally led a discussion regarding the Seasonal Lawn Care Worker Position.

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

Resolution #18 - 6/20/23

Approval to Hire Persons Aged 16 or 17 to Perform Seasonal Lawn Care Duties

WHEREAS, Kanabec County has a need for seasonal lawn care duties; and

WHEREAS, the Public Works Department has budgeted to hire seasonal help to perform said duties; and

WHEREAS, response to the posting for the seasonal help has been limited; and

WHEREAS, altering the position requirements to allow persons ages 16 and older to apply may produce candidates previously not eligible for consideration; and

WHEREAS, the performance of lawn care duties for municipalities is allowed for persons ages 16 and older per MN Statute 181A.116; and

WHEREAS, MCIT has confirmed no prohibitions of coverage for persons under age 18 for legal, authorized work;

THEREFORE BE IT RESOLVED the Kanabec County Board of Commissioners hereby authorizes posting for and hiring the Seasonal Lawn Care Worker to allow persons aged 16 and older to be eligible for consideration;

BE IT FUTHER RESOLVED if a person aged 16 or 17 is hired, he or she may only perform duties allowable under MN Statute 181A.116.

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

Resolution #19 - 6/20/23
Approval of Seasonal Lawn Care Worker Job Description

WHEREAS, Kanabec County has a need for seasonal lawn care duties; and

WHEREAS, a job description and physical analysis has been created for a Seasonal Lawn Care Worker;

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners hereby approves the Seasonal Lawn Care Worker job description and physical analysis as presented;

BE IT FUTHER RESOLVED that the Seasonal Lawn Care Worker shall be paid beginning at Grade 1, Step A on the County's established pay scale.

Family Services Director Chuck Hurd and Community Health Director Kathy Burski met with the Board to discuss South Country Health Alliance Membership. The Board will discuss the topic again in the future when additional information related to the outcome of court proceedings is available. Information only, no action was taken.

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

Action #20 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to raise the fee to file marriage credentials from \$5.00 to \$20.00, effective July 1, 2023.

The Board expressed consensus for County Recorder Lisa Holcomb to move forward with contacting Trimin Systems to gather information regarding the use of their credit card system for LandShark.

County Recorder Lisa Holcomb gave a department update and presented the current department budget. Information only, no action was taken.

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

Future Agenda Items: Remove Driver's License Update. Add Next Generation 911 System.

The Board held a discussion regarding dates for budget work sessions. The Board will meet for Budget Work Sessions on August 8, 2023 and August 22, 2023 beginning at 8:00am; as well as September 12, 2023 if needed.

Action #21 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to adjourn the meeting at 10:48am and to meet again in Regular Session on Wednesday, July 5, 2023 at 9:00am.

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

Attest: _____
Board Clerk

Agenda Item #2

Paid Bills

<u>Vendor</u>	<u>Amount</u>	<u>Purpose</u>	<u>Dept</u>
Buzzell, Katheryn & Courtney	600.00	Driveway Permit Refund	Highway
City of Mora	1,247.40	Water Tower Antenna, Hwy Bldg, Metered Lights	Highway
Dearborn National Life Insurance Co.	548.46	7.23 Short Term Disability Ins Premiums	Employee Benefits
East Central Energy	1,294.11	Intersection Lighting	Highway
East Central Energy	220.65	Intersection Lighting	Highway
Health Partners	6,990.26	7.23 Dental Ins Premiums	Employee Benefits
Kanabec County AT ACH_VISA	5,237.48	See Below	
Kanabec County Auditor HRA	18,100.85	VEBA Retirement Pmts - NN, TR, KM	HR
Kanabec County Auditor HRA	636.00	4Q22 HRA Contributions - AS, CL	Jail
L & N Feeds LLC	600.00	Driveway Permit Refund	Highway
Life Insurance Company of North America	594.77	7.23 Accident, Group Hosp, Critical Illness Ins Prem	Employee Benefits
Marco	176.00	Printer Contract	Transit
Minnesota Energy Resources Corp	10,913.21	Gas Utilities	Various
Mora Motor Vehicle Inc	1,224.42	Tax & Title on New Trailer	Highway
Quadient Finance USA, Inc	2,000.00	PSB Postage	Unallocated
Quality Disposal	208.24	Garbage Pickup	Highway
The Hartford Priority Accounts	562.36	7.23 Life & Long Term Disability Ins Premiums	Employee Benefits
VC3, Inc.	6,235.00	Monthly Services & Labor	IS/APRA
Verizon Wireless Aircards	1,415.36	Monthly Service	Various
VSP Insurance Co	562.36	7.23 Vision Insurance Premiums	Employee Benefits
Whaley, Raymond	500.00	Driveway Permit Refund	Highway
21 Claims Totaling:	\$ 59,866.93		
Kanabec County AT ACH_VISA	105.91	Amazon - Office Chair Casters - Courthouse	Building Maintenance
	91.62	Amazon - Extend Acorn Nut Kit - Courthouse	Building Maintenance
	209.98	Amazon - Ball Valves - Courthouse	Building Maintenance
	30.97	Amazon - Office Chair Casters - Courthouse	Building Maintenance

	61.46	Amazon - Vacuum Breaker - Courthouse	Building Maintenance
	60.13	SupplyHouse - Valves - Courthouse	Building Maintenance
	120.26	SupplyHouse - Valves - Courthouse	Building Maintenance
	180.39	SupplyHouse - Valves - Courthouse	Building Maintenance
	97.51	Amazon - Call-in Station - Jail	Building Maintenance
	3,589.30	WebstaurantStore - Water Heater - Jail	Building Maintenance
	689.95	Amazon - Baldor Motor - Jail	Building Maintenance
11 Claims Totaling:	\$	<u>5,237.48</u>	

Agenda Item #3

Regular Bills - Revenue Fund

Bills to be approved: 7/5/23

Department Name	Vendor	Amount	Purpose
AUDITOR	Snyder, Denise	138.86	Mileage to AT Summer Conf 6/14-6/16 in Brainerd
		138.86	
BUILDINGS MAINTENANCE	Ace Hardware	80.94	Couplings, Nozzle,Caulk,Screws,Tape - Courthouse
BUILDINGS MAINTENANCE	Auto Value	41.97	Belts - Jail
BUILDINGS MAINTENANCE	Auto Value	43.94	Belts & Shop Towels - Courthouse
BUILDINGS MAINTENANCE	Grainger	151.74	Chair Mats (2) - Courthouse
BUILDINGS MAINTENANCE	Handyman's Inc	494.94	Toilet Bowls & Gaskets (3) - Courthouse
BUILDINGS MAINTENANCE	Mid-America Research Chemical	493.42	Insecticide & Weed Killer - Courthouse
BUILDINGS MAINTENANCE	R.M. Cotton Company	1,395.88	Boiler Maintenance Kits (4) - Jail
		2,702.83	
COMMISSIONERS	Association of MN Counties	35.00	2023 District 5 Spring Meeting 6/12/23 - PR
		35.00	
COUNTY ATTORNEY	Axon Enterprise Inc	480.00	Evidence.com Storage
COUNTY ATTORNEY	Barron County Clerk of Courts	6.25	Certified Copy Fees
COUNTY ATTORNEY	Harvey, RandiAnn	38.25	Transcript
COUNTY ATTORNEY	McFadden, Barbara	93.15	Mileage & Parking to MN DOR Training on 6/14/23
COUNTY ATTORNEY	St. Croix County Wisconsin	16.25	Certified Copies
		633.90	
COUNTY CORONER	Hamilton Funeral Homes	400.00	Removal & Transport
COUNTY CORONER	Methven Funeral and Cremation Services	400.00	Removal & Transport
		800.00	
COUNTY EXTENSION	Ernest, Jennifer	89.41	Extension Committee Per Diem & Mileage 6/20/23

COUNTY EXTENSION	Holcomb, Lisa	89.41	Extension Committee Per Diem & Mileage 6/20/23
COUNTY EXTENSION	Mattson, Jean	109.06	Extension Committee Per Diem & Mileage 6/20/23
COUNTY EXTENSION	Ripka, Peter	75.00	Extension Committee Per Diem 6/20/23
COUNTY EXTENSION	Salmela, Terry	111.68	Extension Committee Per Diem & Mileage 6/20/23
COUNTY EXTENSION	Schiferli, Kelsey	89.41	Extension Committee Per Diem & Mileage 6/20/23
		563.97	
COUNTY RECORDER	Holcomb, Lisa	107.42	Mileage to Summer Conference in Brainerd
COUNTY RECORDER	PRIA	60.00	PRIA Membership Dues
		167.42	
COURT ADMINISTRATOR	DHS	1,761.50	Repeat Sex Offender Evaluation
COURT ADMINISTRATOR	Johnson Brothers Law	380.00	Court Appt Attorney Fees
		2,141.50	
ECONOMIC DEVELOPMENT	Hartshorn, Jim	91.70	Mileage for Meeting with Developer in St. Paul 6/15/23
		91.70	
ELECTIONS	MCCC Lockbox	5,100.00	DS200 Firmware License & Hardware Maint 5/1/23 - 4/30/24
		5,100.00	
ENVIRONMENTAL SERVICES	Bracewell, Earl	88.96	Planning Commission Hearing & Mileage 6/26/23
ENVIRONMENTAL SERVICES	Carda, Eugene	154.78	BOA Hearing, Site Visits, Mileage 5/23/23
ENVIRONMENTAL SERVICES	Carda, Eugene	86.79	BOA Hearing & Mileage 6/27/23
ENVIRONMENTAL SERVICES	Kanabec County Highway Dept	182.04	Fuel, Postage, Repairs/Maintenance - S-10 Rotors
ENVIRONMENTAL SERVICES	Kanabec Publications	93.51	BOA & Planning Commission Meeting Notices
ENVIRONMENTAL SERVICES	O'Brien, Pat	137.58	BOA Hearing, Site Visits, Mileage 6/27/23
ENVIRONMENTAL SERVICES	O'Brien, Pat	154.78	BOA Hearing, Site Visits, Mileage 5/23/23
ENVIRONMENTAL SERVICES	Olson, Rhonda	85.48	Planning Commission Hearing & Mileage
ENVIRONMENTAL SERVICES	Peterson, Ronald	156.09	BOA Hearing, Site Visits, Mileage 5/23/23
ENVIRONMENTAL SERVICES	Peterson, Ronald	147.40	BOA Hearing, Site Visits, Mileage 6/27/23
ENVIRONMENTAL SERVICES	Sabinash, Douglas	86.79	Planning Commission Hearing & Mileage 6/26/23
ENVIRONMENTAL SERVICES	Sawatzky, Fred	137.10	BOA Hearing, Site Visits, Mileage 5/23/23
ENVIRONMENTAL SERVICES	Sawatzky, Fred	122.84	BOA Hearing, Site Visits, Mileage 6/27/23

		1,634.14	
HUMAN RESOURCES	Association of MN Counties	35.00	2023 District 5 Spring Meeting 6/12/23 - KM
HUMAN RESOURCES	MRA	92.50	Job Evaluation, May 2023
HUMAN RESOURCES	SwipeClock LLC	332.00	Monthly Billing for July 20 - August 20, 2023
		459.50	
INFORMATION SYSTEMS	Marco	3,267.40	Phone Lease
INFORMATION SYSTEMS	VC3	73,646.08	Microsoft 365 Subscription 5/15/23 - 5/14/24
INFORMATION SYSTEMS	VC3	1,430.00	Security Appliance License
INFORMATION SYSTEMS	VC3	923.00	HPE CarePack 1YR
INFORMATION SYSTEMS	VC3	568.75	Labor Invoice
		79,835.23	
PUBLIC TRANSPORTATION	Auto Value	117.95	Bus Parts
PUBLIC TRANSPORTATION	Curtis, Michael	463.50	Volunteer Mileage 6/14 - 6/25
PUBLIC TRANSPORTATION	Hoefert, Robert	1,160.66	Volunteer Mileage 6/14 - 6/25
PUBLIC TRANSPORTATION	Kanabec County Highway Dept	334.15	Bus Repairs & Oil
PUBLIC TRANSPORTATION	Premium Waters, Inc.	35.10	Bottled Water Supplies
PUBLIC TRANSPORTATION	Van Alst, Lillian	1,256.29	Volunteer Mileage 6/12 - 6/25
		3,367.65	
SHERIFF	O'Reilly Auto Parts	33.47	Headlight Bulb for Squad
SHERIFF	St Cloud State University	980.00	EVOC/PIT Refersher Hybrid - CB & JK
		1,013.47	
SHERIFF - 911 EMERGENCY	BCA Criminal Justice Training & Education	50.00	Basic Operator Training - EL
SHERIFF - 911 EMERGENCY	BCA Criminal Justice Training & Education	50.00	Basic Operator Training - AW
SHERIFF - 911 EMERGENCY	Concept Seating Government LLC	1,919.00	Chair - Chair Headrest
SHERIFF - 911 EMERGENCY	Granite Electronics	309.75	Spare Battery Packs for Headsets (5)
SHERIFF - 911 EMERGENCY	IAEMD	55.00	EMD Recertification - KS
SHERIFF - 911 EMERGENCY	ProPhoenix Corporation	58,931.16	Annual Maintenance & Support Contract
		61,314.91	

SHERIFF - ATV	Thomas Sno Sports	<u>127.68</u>	2000 Yamaha Grizzly ATV - Check up, Battery Issues
		127.68	
SHERIFF - BOAT & WATER	Auto Value	<u>33.98</u>	Windshield Wipers for Boat & Water Truck
		33.98	
SHERIFF - JAIL/DISPATCH	Accurate Controls Inc	82.00	Technical Support Call
SHERIFF - JAIL/DISPATCH	Adam's Pest Control Inc	250.00	Prevention Plus - Jail
SHERIFF - JAIL/DISPATCH	Aspen Mills	28.56	Initial Issue, Glove Case - AG
SHERIFF - JAIL/DISPATCH	Bob Barker	683.40	Jail Supplies - Exam Gloves
SHERIFF - JAIL/DISPATCH	Stellar Services	208.53	Canteen 6/12/23
SHERIFF - JAIL/DISPATCH	Stellar Services	118.95	Canteen 6/19/23
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	4,124.60	Inmate Meals 6/10/23 - 6/17/23
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	<u>4,105.98</u>	Inmate Meals 6/17/23 - 6/23/23
		9,602.02	
SNAKE RIVER WATER MANAGEMENT BOARD	Pine County Solid Waste/Planning & Zoning	<u>1,884.48</u>	26 Rain Barrels
		1,884.48	
STATE FISCAL RECOVERY ARP	MRA	<u>2,173.75</u>	Compensation Study, May 2023
		2,173.75	
TAX & PENALTY	City of Mora	1,547.66	2023 PILT HRA
TAX & PENALTY	East Central Regional Development	5.31	2023 PILT HRA
TAX & PENALTY	Mora Public Schools	<u>1,891.20</u>	2023 PILT HRA
		3,444.17	
UNALLOCATED	Ann Lake Watershed Alliance	5,514.16	AIS Grant - Treatment for Curly Lead Pond Weed
UNALLOCATED	Fish Lake Improvement Association	2,037.15	AIS Grant - Treatment for Curly Lead Pond Weed
UNALLOCATED	Granite City Jobbing Co Inc	1,139.20	Copy Paper, 20 Cases
UNALLOCATED	Knife Lake Improvement District	11,463.04	AIS Grant - Curly Leaf Pond Weed Treatment
UNALLOCATED	Quadient Leasing USA, Inc.	<u>2,086.20</u>	Postage Machine Lease - PSB & Courthouse 4/15/23 - 7
		22,239.75	

VETERAN SERVICES

St Cloud Stamp

36.21 Memorial Stamp

36.21

84 Claims Totaling: \$ 199,542.12

Agenda Item #4
Regular Bills - Road & Bridge
Bills to be approved: 7/5/23

Vendor	Amount	Purpose
Auto Value	1,033.86	Repair parts
Berndt, Steve	375.00	Uniform allowance
Bjorklund Companies	50,599.01	Gravel crushing
CPF	542.93	Training center use fee
Currie, Michael	25.00	Uniform allowance
Dultmeier Sales	564.94	Shop supplies
EATI	2,805.19	Equipment lights
Federated Co-op	18.99	Shop supplies
Frisch, Nick	34.99	Uniform allowance
Houston Engineering	7,627.97	County ditch 2 engineering
Johnson Hardware	286.40	Shop supplies
Kanabec County Highway Dept	84.60	Petty cash, postage
Mille Lacs County Public Works	1,083.92	Snowplowing
MN Counties Ins Trust	124.00	Insurance for rental tractor
Newman Traffic Signs	13,860.48	Signs
Northern States Supply	83.18	Shop supplies
Novus Glass	192.00	Glass
Nuss Truck	355.85	Repair parts
Olson Power	295.68	Repair parts
Oslin Lumber	171.98	Shop supplies
Sanitary Systems	170.00	Restroom rental
Scott's Lawn & Landscapes	2,805.00	Snow removal
Uline	166.03	Shop supplies
USIC Locating	130.00	Locates
Widseth Smith Nolting	2,846.00	Engineering

25 Claims Totaling: \$86,283.00

Agenda Item #5

July 5, 2023

REQUEST FOR BOARD ACTION

a. Subject: SCORE Claims – May

b. Originating Department: County Coordinator

c. Estimated time: 2 minutes

d. Presenter(s): None

f. Board action requested:

Resolution #__ – 7/5/23

SCORE CLAIMS

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

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

WHEREAS SCORE Funds appear adequate for the purpose;

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

Waste Management	\$925.75
Quality Disposal	\$6,163.40
Arthur Township	\$500.00
Total	\$7,589.15

g. Background:

Provider	Billed	Paid Amount
QUALITY DISPOSAL (May)	\$5,663.40	\$5,663.40
WASTE MANAGEMENT (May)	\$925.75	\$925.75
Sub-Total	\$6,589.15	\$6,589.15
Recycling Center Incentive Payments:		
Quality Disposal (May)	\$500.00	\$500.00
Arthur Township (May)	\$500.00	\$500.00
TOTAL PAYMENTS =		\$7,589.15

Date received in County Coordinators Office: Various dates in June

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

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

Expenditure: 01-391-392-0000-6211 = \$26,504.83

Current SCORE Funds balance is = \$85,098.02

Agenda Item #6

July 5, 2023

REQUEST FOR BOARD ACTION

a. Subject: Gambling Request	b. Originating Department/Organization/Person: Mustang Booster Club
c. Estimated time: 2 Minutes	d. Presenter(s): None

e. Board action requested: Approve the following resolutions:

Resolution #__ – 7/5/23

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

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

BE IT RESOLVED to approve the Application for Exempt Permit for the Mustang Booster Club for a raffle event to be held at Spring Brook Golf Course 2276 200th Ave. Mora, MN 55051 on August 19, 2023.

f. Background:

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

Date received in County Coordinators Office:	6/20/23
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Coordinators Comments:

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Mustang Booster Club

Previous Gambling Permit Number: X-

Minnesota Tax ID Number, if any:

Federal Employer ID Number (FEIN), if any:

Mailing Address: PO Box 3

City: Mora

State: MN

Zip: 55051

County: Kanabec

Name of Chief Executive Officer (CEO): Brandon Ostien

CEO Daytime Phone: 7636700701

CEO Email: mbcmora@yahoo.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO):

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal

☐ Religious

☐ Veterans

☒ Other Nonprofit Organization

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

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

☒ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Spring Brook Golf Course

Physical Address (do not use P.O. box): 2276 200th Ave.

Check one:

☒ City: Mora

Zip: 55051

County: Kanabec

☐ Township:

Zip:

County:

Date(s) of activity (for raffles, indicate the date of the drawing): 08/19/23

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

☐ Bingo

☐ Paddlewheels

☐ Pull-Tabs

☐ Tipboards

☒ Raffle

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

LG220 Application for Exempt Permit

4/23
Page 2 of 3

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

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

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: _____ Date: _____
(Signature must be CEO's signature; designee may not sign)

Print Name: _____

REQUIREMENTS

Complete a separate application for:

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

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

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

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

(An equal opportunity employer)

Business Record Details »

Minnesota Business Name

Mustang Booster Club

Business Type

Nonprofit Corporation (Domestic)

MN Statute

317A

File Number

4381423-2

Home Jurisdiction

Minnesota

Filing Date

08/24/2011

Status

Active / In Good Standing

Renewal Due Date

12/31/2023

Registered Office Address

2014 160th Ave

Mora, MN 55051

USA

Registered Agent(s)

(Optional) Currently No Agent

President

Brandon Russell Ostien

PO Box 3

Mora, MN 55051

USA

Filing History

Filing History

Select the item(s) you would like to order: [Order Selected Copies](#)

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	08/24/2011	Original Filing - Nonprofit Corporation (Domestic) (Business Name: Mustang Booster Club)	
<input type="checkbox"/>	1/14/2015	Registered Office - Nonprofit Corporation (Domestic)	

Agenda Item #7

July 5, 2023

REQUEST FOR BOARD ACTION

a. Subject: Contract Approval	b. Origination: County Recorder's Office
c. Estimated time: 5 minutes	d. Presenter(s):

e. Board action requested:

Resolution # _____ - 7/5/2023 **Credit Card Service Agreement with TriMin**

WHEREAS, Kanabec County currently contracts with TriMin Systems for the LandShark system on a user-subscription basis; and

WHEREAS, TriMin Systems offers credit card services for user fees on a per-use basis as well as a subscription basis for access to LandShark data; and

WHEREAS, offering credit card services through TriMin offers users a per-use option instead of having to purchase a full subscription, and eliminates the need for the County to manage multiple credit card systems for access to LandShark; and

WHEREAS, Kanabec County will be paid all TriMin Systems revenues related to the applicable LandShark data access minus convenience fees on a monthly basis;

THEREFORE BE IT RESOLVED to approve Kanabec County to enter in to an agreement with TriMin Systems for the terms and conditions specified within said agreement for credit card services;

BE IT FURTHER RESOLVED the Kanabec County Board Chair is authorized to sign said agreement.

f. Background:

Trimin Systems offers an option of letting people access documents and use their credit card instead of the subscription process. They set up an account with their credit card vendor (instead of Kanabec County setting up an account) and they send us a check once a month for any fees they collect. This way we do not have 2 credit card companies to deal with.

County Attorney Barbara McFadden and I.S. Director Lisa Blowers have both reviewed and approved the contract.

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

Date received in County Coordinators Office:

Coordinators Comments:

Kanabec County, MN Credit Card Integration Statement of Work

TriMin Requirements:

- TriMin will maintain a gateway and merchant account with Authorize.net.
- TriMin will implement the credit card integration with LandShark to enable end users to self-register for an account and purchase images in LandShark using their credit card with the Authorize.net gateway.
 - TriMin will update Kanabec County's software and make configuration changes to enable the integration with Authorize.net
- On a monthly basis, TriMin will balance the credit card revenue and pay Kanabec County revenue earned minus convenience fees, which will be paid by LandShark end users during their LandShark session.
- TriMin will provide reporting that outlines revenue earned in LandShark for the month and convenience fees collected.
- TriMin will issue refunds, when deemed necessary by the county.

Kanabec County Requirements:

- Kanabec County will provide end user support to LandShark customers and report issues with credit card usage to TriMin, if necessary.
- Kanabec County will work with TriMin to maintain an SSL certificate for use by their LandShark server.
- Kanabec County will work with TriMin to setup fees for credit card users

Assumptions

- Initially Kanabec will offer credit card payment for downloading images in LandShark.
- In the future Kanabec County may choose to offer escrow replenishment via credit card. However, this will not be offered until the new version of LandShark is implemented at Kanabec County.

Fees

- For image purchases, TriMin will issue at \$5.00 convenience fee for each credit card user session in LandShark, when a credit card transaction occurs. The fee will be charged once per user session in LandShark.
- For escrow replenishment, TriMin will issue a 5% convenience fee for each deposit made using a credit card in LandShark.
- These fees will be retained by TriMin and used to pay for the work and fees associated with managing the relationship with Authorize.net.
- Kanabec County will be paid all LandShark revenue minus the convenience fees on a monthly basis.

Termination: Either party may, at any time, terminate this agreement, with at least one month of notice. Upon termination, TriMin will pay revenue that has been collected thus far, minus convenience fees.

Accepted and Agreed for
Kanabec County, MN:

Accepted and Agreed for
TriMin Systems, Inc:

Signed By: _____

Signed By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TriMin Systems
2277 Highway 36 West
Suite 250
Roseville, MN 55113
Ph. (651) 636-7667