



Kanabec County Board of Commissioners

Regular Meeting Agenda

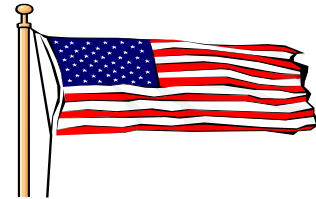
The Meeting of June 20, 2023

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

To be held via WebEx telephone call or video meeting:

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

Access Code: 2495 328 6533



Video Meeting link:

<https://kanabeccounty.webex.com/kanabeccounty/j.php?MTID=meba38a1ea0ffadc1891023fbcdefce81>

Meeting number: 2495 328 6533

Password: Wr7bkdtz7p7 (97725389 from video systems)

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

Please use the Maple Ave entrance and parking lot.

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 328 6533

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

9:40am Employee Service Recognition- Anita Anderson, Eligibility Worker- 35 Years

9:45am Discuss South Country Health Alliance Membership

10:00am Lisa Holcomb, Recorder-

- a. Request to Increase Fees to File Marriage Credentials from \$5.00 to \$20.00 on July 1, 2023

b. Department Update

Other business to be conducted as time is available:

1. Minutes- June 6, 2023
2. Paid bills
3. Regular bills
 - a. Revenue Fund
 - b. Road & Bridge
4. Gambling Request, Ann Lake Watershed Alliance
5. Request for Approval for Police & Fire PERA Resolution
6. Request for Approval of the Updated Agreement Between the Minnesota Department of Revenue and Kanabec County for Collection of Local Transit Sales and Use Tax
7. Request for approval of policy updates to #P-111 Phased Retirement Option
8. Request for approval:
 - a. to hire persons aged 16 or 17 to perform seasonal lawn care duties
 - b. of new Seasonal Lawn Care Worker job description & physical analysis
9. Commissioner reports
10. Future agenda items
11. Discuss any other matters that may come before the County Board
12. Adjourn

Kanabec County Family Services

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

Kanabec County Family Services Board

Agenda

June 20, 2023

9:20 a.m.

- | | |
|--|-----------------|
| 1. Agenda Approval | Pg.1 |
| 2. Director's Report | Pg.2 |
| - Staffing – | |
| - Medical Assistance Appropriation Overtime | |
| - Action requested | |
| - See attached resolution | Pg.3 |
| - Family Services Foster Care Rabies Vaccination Policy | |
| - Action requested | |
| - See attached policy and resolution | Pg.4-5 |
| - Ongoing Number of Children in Placement | |
| 3. Regional Fraud Prevention Investigator Agreement | |
| - Action requested | |
| - See attached Agreement and resolution | Pg.6-11 |
| 4. Lakes & Pines Regional Homeless Agreement | |
| - Action requested | |
| - See attached agreement and resolution | Pg.12-23 |
| 5. Sue's Bus Service | |
| - Action requested | |
| - See attached Agreement and resolution | Pg.24-26 |
| 6. Family Service Fund Report | |
| -See attached report | Pg.27 |
| 7. Financial Report | |
| -See attached report | Pg.28-29 |
| 8. Abstract Approval | |
| -See attached abstract and board vendor paid list | Pg.30-32 |
| 9. Other Business | |
| 10. Adjourn | |

Family Service Director's Report

June 2023

Staffing

No change, we have been recruiting for a child protection worker but to date the position is open.

Medical Assistance Appropriation Overtime

As discussed at our last Family Services Board meeting, we have one time funding to be used in the area of MA renewals in our eligibility unit. We are starting to look at a plan for the use of these funds. We will be receiving \$126,121. The first requested use of these funds is to have you approve use of up to \$20,000 in overtime pay. These funds would give us the ability to quickly meet the influx of workload that is expected. We do not know if we will need any of this overtime, but by you granting us the ability to use these funds, the agency will be in a flexible place to meet the challenge effectively. I will report the use of these funds to you at the next Family Service board meeting and additional plans for money as the situation evolves.

We know based on communication with DHS this is a permitted use of these State funds. In the letter dated April 24, 2023 it states "These funds can only be used for expenses that support MA renewals including implementation of renewal mitigation strategies. Some examples of how funds can be used are for addressing disparities, planning activities, hiring and training staff, overtime pay, supplies, equipment, enrollee outreach and communications, printing, postage and technology" and "The funding may be used to reimburse you for expenses incurred prior to July 1." It was signed by Julie Marquardt Interim Assistant Commissioner and David Greeman Chief Financial Officer Minnesota Department of Human Services.

- I ask for your direction in this matter and support for the resolution
- See attached resolution

Family Service Foster Care Policy

In an effort to insure safety of adult and children placed in our foster homes, we are requesting to implement an internal policy requiring rabies vaccinations for dogs, cats and ferrets as recommended by the CDC. Other counties do have similar policies and it could avoid painful treatment for our client's if an incident occurs.

- Action requested to implement the policy enclosed in your packet.
- See attached policy and resolution

Ongoing Update on Number of Children in Placement

Last month we had 26 children in our care in out of home placements. We have 25 children in care this month compared to 18 last year for the same month.

Resolution # FS 06/20/23

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.



Kanabec County Family Services Foster Home Pet Vaccination Policy

Minnesota Rule 2960.3050 Subp. 4.
Kanabec County Family Services Licensing Policy

Pets in family residences must be immunized and maintained as required by local ordinances and state law.

Should there be no state or local ordinances in place or should the ordinances not require rabies immunization it is the policy of Kanabec County Family Services that all foster homes licensed by Kanabec County Family Services shall maintain current rabies immunization on all dogs, cats, and ferrets that are over three months of age. Verification of immunization status will be required at initial licensing and at each relicensing.

Resolution # FS -06/20/2023
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.

**REGIONAL ADMINISTRATIVE AGENCY
COOPERATIVE AGREEMENT
FRAUD PREVENTION INVESTIGATION PROGRAM**

This Agreement by and between Pine County Health and Human Services, acting as the lead agency for the regional Fraud Prevention Investigation (FPI) program (hereinafter REGIONAL ADMINISTRATIVE AGENCY) and Kanabec County through its Family Services Department (hereinafter COUNTY AGENCY).

WHEREAS, the REGIONAL ADMINISTRATIVE AGENCY contracts with the State of Minnesota's Department of Human Services, Financial Fraud and Abuse Investigations Division (hereinafter STATE) to administer the FPI program in Kanabec County.

WHEREAS, the intent of this Agreement achieves mutually beneficial goals by establishing the organizational and operational structures for providing FPI services to counties in a geographical area in accordance with operational requirements, forms and reporting mechanisms as contained in the FPI Program Guidelines (FPI Guidelines) which are incorporated herein by reference.

NOW, THEREFORE, it is agreed:

1. **TERM OF AGREEMENT.**

1.1 **Effective date.** The effective date of this Agreement is July 1, 2023.

1.2 **Expiration date.** The expiration date of this Agreement is June 30, 2025.

2. **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 to help 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.

3. **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 in 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.
4. **CONSIDERATION AND PAYMENT.** There will be no funds paid out by either agency under this Agreement. Each agency will be responsible for its own costs in performing its stated duties.
5. **AUTHORIZED REPRESENTATIVES.**
 - 5.1 **REGIONAL ADMINISTRATIVE AGENCY.** The REGIONAL ADMINISTRATIVE AGENCY's authorized representative is Rebecca Foss or his/her successor.
 - 5.2 **COUNTY AGENCY.** The COUNTY AGENCY's authorized representative is Charles Hurd or his/her successor.
6. **ASSIGNMENT.** COUNTY AGENCY shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the REGIONAL ADMINISTRATIVE AGENCY.
7. **AMENDMENTS.** Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original Agreement, or their successors in office.
8. **CANCELLATION.** This Agreement may be canceled by the REGIONAL ADMINISTRATIVE AGENCY or COUNTY AGENCY at any time, with or without cause, upon thirty (30) days written notice to the other party.
9. **STATE AUDITS.** Under Minn. Stat. §16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the COUNTY AGENCY and its employees, agents, or subcontractors relevant to this contract shall be made available and subject to examination by the REGIONAL ADMINISTRATIVE AGENCY and STATE, including the FPI contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this Agreement.
10. **INFORMATION PRIVACY AND SECURITY.** For purposes of executing its responsibilities and to the extent set forth in this Agreement, the COUNTY AGENCY will be processing health care bills or payments on behalf of the State, and/or conducting other health care operations on behalf of State. In carrying out its duties, COUNTY AGENCY will be handling protected health information

and other private information concerning individual State clients. As such, COUNTY AGENCY agrees to be bound by the state and federal laws protecting the privacy of information, including the Data Practices Act, Minnesota Health Records Act, Health Insurance Portability Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) (42 USC 201 note, 42 USC 17931), and federal drug and alcohol treatment regulations.

Because COUNTY AGENCY is handling protected health information and providing health care services to clients on behalf of State, COUNTY AGENCY must comply with the terms of the Information Privacy Agreement signed by its County Administrator and the STATE, which is on file in the State Privacy Official's Office located at State's Central Office, 540 Cedar Street, St. Paul, MN 55164-0998 and is incorporated herein by reference.

11. **LIABILITY.** The COUNTY AGENCY and the REGIONAL ADMINISTRATIVE AGENCY agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other and the results thereof. The COUNTY AGENCY and the REGIONAL ADMINISTRATIVE AGENCY liabilities shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, section 466.01 to 466.15, and other applicable law.

12. **DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS**

COUNTY AGENCY certifies that neither it nor its principals is presently debarred or suspended by the state, or any of its departments, commissions, agencies, or political subdivisions. COUNTY AGENCY'S certification is a material representation upon which this contract is based. COUNTY AGENCY shall provide immediate written notice to the REGIONAL ADMINISTRATIVE AGENCY'S Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNATRY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore the COUNTY AGENCY must certify the following, as required by the regulations implementing Executive Order 12549. COUNTY AGENCY'S certification is a material representation upon which this contract award is based.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSATIONS

1. The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.
13. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of

this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in REGIONAL ADMINISTRATIVE AGENCY'S County, Minnesota.

14. **WAIVER.** If the REGIONAL ADMINISTRATIVE AGENCY fails to enforce any provision of this contract, that failure does not waive the provision or the REGIONAL ADMINISTRATIVE AGENCY'S right to enforce it.
15. **CONTRACT COMPLETE.** This contract contains all negotiations and agreements between the REGIONAL ADMINISTRATIVE AGENCY and the COUNTY AGENCY. No other understanding regarding this contract, whether written or oral may be used to bind either party.
16. **OTHER PROVISIONS.** None.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:

COUNTY AGENCY:

BY: _____

TITLE: _____

DATE: _____

REGIONAL ADMINISTRATIVE AGENCY:

BY: Rebecca Foss

TITLE: Director

DATE: 05/15/2023

Resolution #HS – 6/20/2023

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.

Agreement to Provide Homeless Services

WHEREAS, Kanabec County Family Service (hereinafter “CONTRACTOR”) provides services to its clients; and

WHEREAS, the CONTRACTOR has a need to obtain services for State Grant to assist Homeless Youth pre-K to 12th Grade; and

WHEREAS, Lakes and Pines, CAC Inc. (hereinafter “PROVIDER”) offers the expertise and professional knowledge to provide the needed services; and

WHEREAS, the CONTRACTOR does not intend to enter into an employer-employee relationship with the PROVIDER.

NOW THEREFORE, the Parties agree to the following:

AGREEMENT

This Agreement shall commence on the first (1st) day of July, 2023 and shall terminate on the thirty-first (31st) day of December, 2024, unless terminated earlier as provided herein.

I. SERVICES TO BE PROVIDED

- A. The PROVIDER agrees to the following: to use funds only for eligible uses as outlined in the MN Department of Revenue website, and included herein for future reference: <https://www.revenue.state.mn.us/local-homeless-prevention-aid>". Agency will also use this website to monitor reporting guidelines.
- B. To coordinate any changes in program with the regional Directors or their designee.

II. COST AND DELIVERY OF PURCHASED SERVICES

- A. As PARTICIPATING COUNTIES receive their respective LHPA Allocations, these allocations will be disbursed to PROVIDER for implementing the Local Homeless Prevention Aid program.
- B. The PROVIDER certifies that the services to be provided under this agreement are not otherwise available without cost to eligible clients. The PROVIDER further certifies that payment claims for Purchased Services will be in accordance

with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The PROVIDER further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.

III. REPORTING

- A. PROVIDER shall submit quarterly reports to the CONTRACTOR which outlines the number of unduplicated individuals served in each county, and the amount expended per quarter by the project in full not broken down by participating counties. The PROVIDER shall provide a detailed account of how the funds are being utilized as outlined in the PROVIDER's Proposal: administrative costs, staffing costs, and discretionary funds.
- B. The maximum amount of payment shall not exceed annual funds provided by the State of Minnesota to the participating Counties. At the termination of this agreement, unspent funds will be returned to participating counties by mutual agreement of the PROVIDER and CONTRACTOR. Annually unspent fund will returned in the same manner starting in November 2024.

IV. AUDIT AND RECORD DISCLOSURES

The PROVIDER shall:

- A. Submit all reports requested by the CONTRACTOR under this section within thirty (30) days of the request, unless an extension of time is approved by the CONTRACTOR.
- B. Allow personnel of the CONTRACTOR, the Minnesota Department of Human Services, Department of Revenue and the U.S. Department of Health and Human Services, access to the PROVIDER'S facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
- C. Maintain all records pertaining to the contract at Lakes and Pines, CAC Inc. at 1700 East Maple Avenue, Mora, MN 55051 for four years for audit purposes.
- D. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined and described in Department of Human Service's rules and manuals.

V. DATA PRACTICES

- A. The collection, maintenance and dissemination of data pertaining to eligible persons shall be in accordance with Minnesota Statutes Chapter 13.

B. HIPAA Protocol:

The PROVIDER provides assurances to the CONTRACTOR that it will comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be:

1. Appropriately safeguarded;
2. Any misuse of IIHI will be reported to the CONTRACTOR;
3. Secure satisfactory assurances from any subcontractor;
4. Grant individuals access and ability to amend their IIHI;
5. make available an accounting of disclosures; release applicable records to the CONTRACTOR or Department of Human Services if requested; and
6. Upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.

VI. EQUAL EMPLOYMENT OPPORTUNITY - CIVIL RIGHTS

- A. In accordance with the CONTRACTOR'S Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall illegally, on the grounds of race, color, religion, sex, marital status, handicap, age, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service or activity hereunder in accordance with the provisions of any and all applicable federal and state laws against discrimination.
- B. The PROVIDER agrees to comply with the requirements of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973.
- C. The PROVIDER certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073. This section shall not apply if the contract is for less than \$50,000, and the CONTRACTOR has employed 20 or fewer full-time employees during the previous 12 months.

VII. FAIR HEARING AND GRIEVANCE PROCEDURE

- A. The PROVIDER will advise applicants and eligible recipients of all of their rights to a fair hearing and the appeal process including, but not limited to, the right to appeal, a denial or exclusion from the program or failure to recognize an eligible recipient's choice of a service and of his/her right to a fair hearing in these respects. The PROVIDER will make arrangements to provide such hearings.
- B. The PROVIDER will establish a system through which eligible recipients may present grievances about the operation of the service program, and the

PROVIDER will advise eligible recipients of this right.

VIII. INDEMNITY

- A. The PROVIDER agrees to defend, indemnify, and hold harmless the CONTRACTOR and its commissioners, officers, employees, volunteer workers, and agents against any and all liability, loss, damages, costs and expenses, including attorney's fees which the CONTRACTOR may sustain, incur, or be required to pay:
1. By reason of any eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the PROVIDER;
 2. By reason of any eligible recipient causing injury to, or damage to, the property of another person during any time when the PROVIDER or any officer, agent or employee thereof has undertaken or is furnishing the care and services called for under this Agreement;
 3. By reason of any person employed by the PROVIDER or who acts as an agent of the PROVIDER, its agents, officers, or employees during the performance of purchased services under this Agreement;
 4. By reason of any negligent act or omission or intentional act or omission of the PROVIDER, its agents, officers, or employees during the performance of purchased services under this Agreement.

IX. INSURANCE

- A. The PROVIDER agrees that to protect itself as well as the CONTRACTOR under the indemnity clause in this Agreement, it will at all times during the term of this Agreement have and keep in force the following insurance:
1. A general liability insurance policy in an amount of not less than \$500,000.00 for bodily or personal injuries or property damage to one person, and \$1,500,000.00 for total bodily or personal injuries or death or property damage arising from one occurrence. Such policy shall also include contractual liability coverage protecting the CONTRACTOR, and their officers, commissioners, agents, and employees by specific endorsement or certificate acknowledging this CONTRACT between the CONTRACTOR and the PROVIDER, naming the CONTRACTOR as an additional insured.
 2. Professional liability insurance policy covering personnel providing purchased services under this Agreement in an amount of not less than \$600,000.00 for bodily injuries, property damage, and personal injuries.

3. Workers' Compensation in the required statutory amounts, if applicable.
 4. The PROVIDER shall maintain at all times during the term of the Agreement, Employee Theft coverage in the amount of \$250,000.00.
- B. This insurance requirement is intended to protect the CONTRACTOR at a minimum to the liability limits set forth in Minnesota Statutes §466.04. If the liability limits of Minnesota Statutes §466.04 are amended, the PROVIDER agrees to renegotiate this Agreement with the CONTRACTOR to provide insurance coverage in conformance with the requirements of Minnesota Statutes. §466.04.
 - C. At the time of execution of this Agreement or prior to the effective date of this Agreement, whichever is later, the PROVIDER shall furnish the CONTRACTOR with certificates of insurance. The certificates of insurance shall provide that the insurance carrier will not cancel, materially change, and fail to renew, or reduce the PROVIDER'S insurance coverage without thirty (30) days prior notice in writing to the CONTRACTOR.
 - D. The PROVIDER further agrees that it shall not voluntarily reduce, cancel, and fail to renew, or materially alter its insurance coverage during the term of this Agreement without the written consent of the CONTRACTOR. The PROVIDER and its insurance carrier shall notify the CONTRACTOR in writing at least (30) days prior to any reduction, cancellation or material alteration of its insurance coverage.
 - E. If the PROVIDER is unable to obtain coverage as required prior to the commencement of the Agreement, or if coverage is not renewed or is canceled, the PROVIDER shall immediately make good faith efforts to obtain or replace the insurance coverage required through the open market. If such efforts are unsuccessful, the PROVIDER shall immediately apply to the Minnesota Joint Underwriting Association and Marketing Assistance Plan for insurance coverage certifying that it has been unsuccessful in obtaining the insurance coverage sought.
 - F. The CONTRACTOR may withhold payment for failure of the PROVIDER to furnish certificates of insurance or to comply with the insurance replacement requirements as required above.
 - G. The PROVIDER shall notify the CONTRACTOR of any claim made against the PROVIDER and permit the CONTRACTOR to examine records regarding any claim.
- X. PROVIDER DEBARMENT, SUSPENSION AND RESPONSIBILITY

CERTIFICATION

- A. Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statute §16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.
- B. By Signing This Contract, The PROVIDER Certifies That It And Its Principals* And Employees:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
 2. Have not within a three-year period preceding this contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
 5. Shall immediately give written notice to the PROVIDER'S Officer should PROVIDER come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

*"Principals" for the purposes of this certification means officers; directors; owners; partners;

and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division or business segment and similar positions).

Directions for On Line Access to Excluded PROVIDERs

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at www.dhhs.gov/progorg/oig/.

XI. CONDITIONS OF PARTIES' OBLIGATIONS

- A. It is understood and agreed that in the event the reimbursement to the CONTRACTOR from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder must thereupon be immediately terminated.
- B. This agreement may be cancelled by either party at any time, with or without cause, upon sixty (60) days notice, in writing, delivered by mail or in person.
- C. Before the termination date specified in Section I of this agreement, the CONTRACTOR may evaluate the performance of the PROVIDER in regard to terms of this agreement to determine whether such performance merits renewal of this agreement.
- D. Any alterations, variations, modifications, or waivers of provisions of this agreement must be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- E. No claim for services furnished by the PROVIDER not specifically provided in the agreement will be allowed by the CONTRACTOR, nor must the PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the both parties. Such approval must be considered to be a modification of the agreement.

XII. SUBCONTRACTING

- A. The PROVIDER agrees not to enter into subcontracts for any of the work contemplated under this contract without written approval of the CONTRACTOR.
- B. All subcontractors must be subjected to and must meet all of the requirements of this contract.

- C. The PROVIDER must ensure that any and all subcontracts to provide services under this contract must contain the following language:

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the PROVIDER for any appropriate relief in law or equity, including but not limited to damages, or specific performance, of all or any part of the contract. Minnesota Department of Human Services is entitled to and may recover from the PROVIDER reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the contract or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

- D. The PROVIDER agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

XIII. INDEPENDENT CONTRACTOR

The relationship of the PROVIDER to the CONTRACTOR is that of an independent CONTRACTOR, and not an employee of the CONTRACTOR. Nothing in the Agreement shall be construed as creating the relationship of co-partners, joint ventures, or an association with the CONTRACTOR and the PROVIDER, nor shall the PROVIDER, its employees, agents, and representatives be considered employees, agents or representatives of the CONTRACTOR. No tenure or any rights or benefits, including Workers' Compensation, unemployment, insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to County employees, shall accrue to the PROVIDER or employees of the PROVIDER performing services under this Agreement.

XIV. ABUSE PREVENTION AND REPORTING

The PROVIDER agrees to comply with all of the provisions of the Child Abuse Reporting Act, Minnesota Statute Chapter 260E and the Maltreatment of Vulnerable Adults Reporting Act, Minnesota Statute §626.557 as mandated.

XV. AUTHORIZED AGENTS

The PROVIDER'S authorized agent for purposes of this contract is Denise Stewart, Executive Director. The CONTRACTOR'S authorized agent for purposes of this contract is Charles Hurd, Kanabec County Family Services Director. Each authorized agent shall have authority to accept the services of the other party and shall have

responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

XVI. ASSIGNMENTS

Neither the PROVIDER nor the CONTRACTOR shall assign or transfer or subcontract any rights or obligations under this contract without the prior written consent of the other party.

XVII. AMENDMENTS

Any amendments to this contract shall be in writing, and shall be executed as an amendment to this contract by authorized representatives of the parties.

XVIII. ENTIRE AGREEMENT

It is understood and agreed that the entire contract of the parties is contained herein and this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

KANABEC COUNTY

BY: _____
Chair, Board of Commissioners

DATED: _____

ATTESTED TO

BY: _____
County Coordinator

DATED: _____

BY: _____
Director, Social Service Agency

DATED: _____

LAKES AND PINES CAC, INC.

BY: _____
Executive Director

DATED: _____

APPROVED AS TO FORM

BY: _____
Kanabec County Attorney

DATED: _____

Addendum A

The PROVIDER and CONTRACTOR agree that the following Counties are participating in this project under the terms of this agreement.

- 1) Chisago County
- 2) Pine County
- 3) Isanti County
- 4) Kanabec County

Resolution # FS -06/20/2023

**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.

Agreement for Out-Of-County (OOC) Non-Emergency MA Transportation

WHEREAS, Kanabec County, doing business as Kanabec County Family Services at 905 Forest Avenue East, Suite 150, Mora, MN 55051, hereinafter, the COUNTY, is in need of non-emergency medical transportation for clients, and

WHEREAS, Sue's Bus Service at 1686 Church Avenue, Bock, MN 56313, hereinafter, the Transit Provider is willing and able to provide the transportation services requested.

NOW THEREFORE, the parties agree to the following terms:

- 1) Terms of this contract shall commence on January 1, 2023 and terminate on December 31, 2024.
- 2) Transit Provider will provide transportation from the client's home to the specialized programs indicated.
- 3) Transportation dates and times to be agreed upon by Kanabec County, responsible party and Transit Provider prior to appointments.
- 4) Transit Provider will invoice Kanabec County at current DHS NEMT rates and provide appropriate documentation for each ride.
- 5) The County agrees to pay Transit Provider within 45 days upon receipt of invoice.
- 6) This Agreement may be cancelled by either party at any time, with or without cause, upon written notice to the other party. In the event of such a cancellation Transit Provider shall be entitled to payment based on the services already provided.
- 7) See attached DHS rate sheet Appendix A.
- 8) Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement, or their successors in office.
- 9) Transit Provider agrees to defend, indemnify, and hold harmless Kanabec County, its board, officers, employees, and agents, from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of Sue's Bus Service, or its sub-Transit Providers, partners or independent Transit Providers or any of its agents, including but not limited to family and friends, or employees in the performance of or with relation to any of Sue's Bus Service obligations under the Agreement. The County's liability is governed by the provisions of Minn. Stat. Chapter 466 and other applicable laws.
- 10) Transit Provider agrees that it will at all times cover the vehicle(s) in the User Agreement:

Liability	\$1,000,000
Uninsured/Underinsured Motorist	\$ 25,000/\$50,000
Comprehensive – Full Coverage	\$1,000.00 Deductible
Collision	\$1,000.00 Deductible
Umbrella	\$1,500,000.00

The Transit Provider shall provide and pay for any other insurance or bond that may be required by any governmental authority as a condition to, or in connection with, the Transit Provider's use of their Vehicle(s).

- 11) The Parties enter into the Agreement as independent contractors and nothing contained in the Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- 12) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

SUE'S BUS SERVICE

Dated: 5/8/23

By: 
Sue's Bus Service Representative

KANABEC COUNTY

Dated: _____

By: _____
Director, K.C. Family Services

By: _____
Board of Commissioners, Chair

ATTESTED BY:

Dated: _____

By: _____
County Coordinator

Dated: _____

By: _____
Kanabec County Attorney

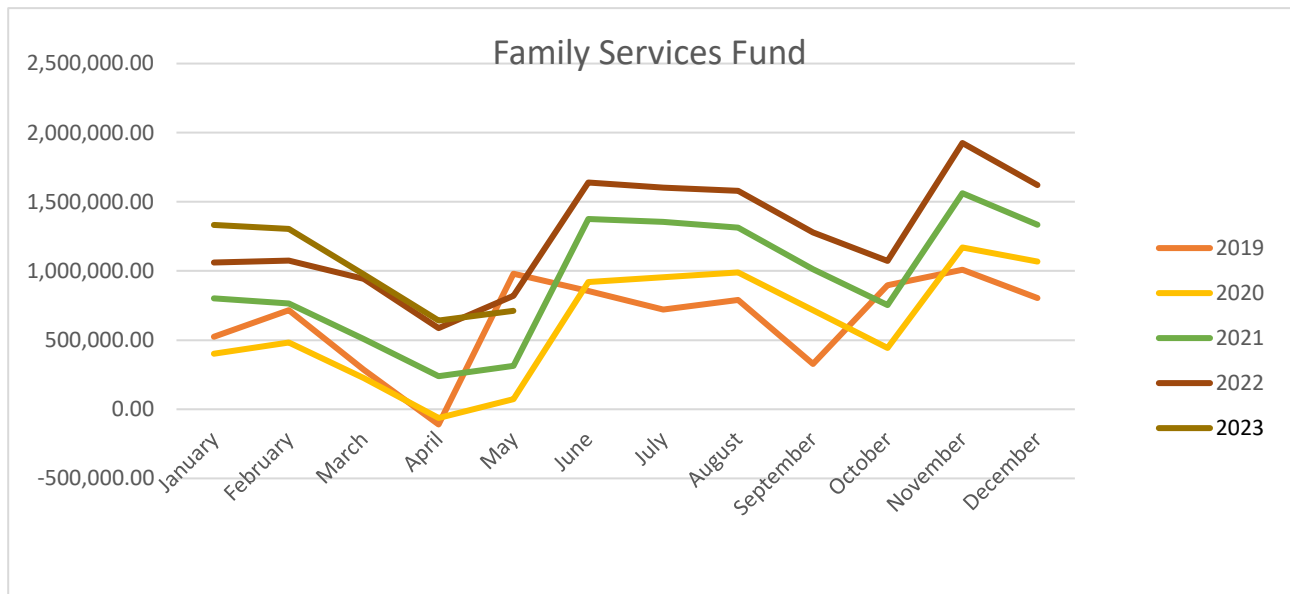
Resolution # FS -06/20/2023
Sue's Bus Service Agreement Resolution

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 Non-emergency Medical Transportation rate.

	2019	2020	2021	2022	2023
January	523,556.70	401,131.39	802,602.99	1,060,669.83	1,332,846.30
February	715,738.74	483,781.08	764,375.81	1,074,400.99	1,303,079.82
March	285,341.21	225,078.17	507,711.89	942,838.71	976,432.91
April	-109,902.43	-63,141.11	239,129.82	586,755.76	641,596.45
May	979,247.26	73,382.15	313,993.85	820,322.23	711,400.40
June	855,820.47	920,867.09	1,376,518.14	1,638,762.92	
July	721,467.48	955,700.06	1,355,779.92	1,603,064.80	
August	791,435.79	990,235.56	1,312,346.82	1,578,429.94	
September	326,963.03	716,408.79	1,012,985.41	1,277,604.14	
October	897,606.65	443,084.51	753,774.16	1,072,396.60	
November	1,008,939.34	1,170,024.75	1,562,104.61	1,925,516.68	
December	804,618.63	1,067,709.00	1,335,030.43	1,620,823.12	
Totals	7,800,832.87	7,384,261.44	11,336,353.85	15,201,585.72	4,965,355.88
Averages	650,069.41	615,355.12	944,696.15	1,266,798.81	993,071.18
6 month Avg.	758,505.15	890,527.11	1,222,003.56	1,512,972.55	1,097,696.50
Rolling 12 month Avg	650,069.41	615,355.12	944,696.15	1,266,798.81	1,306,829.51



Kanabec County Family Services - Board Financial Report							Through May 2023	
	Total year to date/			8.33%	16.67%	25.00%	33.33%	41.67%
Department	Budget	% of budget	Total	January	February	March	April	May
Income Main. Service								
Exp	753,602.00	39.09%	294,559.15	53,804.48	53,379.65	82,336.98	54,893.92	50,144.12
Rev	560,191.00	27.34%	153,131.96	9,831.56	61,657.74	9,831.56	9,959.72	61,851.38
Tax	367,731.25	1.47%	5,406.53	5,406.53				
State Shared Rev			0.00					
Recoveries								
Exp	15,600.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00
Rev	21,600.00	23.04%	4,975.95	801.00	1,599.82	1,804.68	379.28	391.17
Tax	22,100.71	1.59%	351.21	351.21				
State Shared Rev			0.00					
Burials								
Exp	25,000.00	20.27%	5,067.75	1,336.50	0.00	0.00	3,731.25	0.00
Rev			0.00					
Tax			0.00					
Child Support								
Exp	379,758.00	39.17%	148,747.37	27,408.09	27,284.54	39,140.48	28,895.78	26,018.48
Rev	404,000.00	43.72%	176,635.76	16,364.47	64,184.46	16,245.33	18,174.26	61,667.24
Tax								
MA Services								
Exp	483,900.00	33.17%	160,497.69	24,920.54	44,697.74	26,526.98	32,887.42	31,465.01
Rev	452,000.00	33.96%	153,478.85	43,337.73	13,714.19	38,847.74	17,913.90	39,665.29
Tax	31,513.97	3.21%	1,011.07	1,011.07				
State Shared Rev			0.00					
Child Care								
Exp	230,950.00	19.50%	45,031.62	99.00	5,154.41	10,254.82	13,694.72	15,828.67
Rev	230,776.00	45.45%	104,878.23	580.00	41,873.00	396.00	-26.17	62,055.40
Tax	204.64	52.01%	106.43	106.43				
State Shared Rev			0.00					
Fraud								
Exp	74,689.00	38.46%	28,725.74	5,646.39	5,662.23	5,759.23	6,011.48	5,646.41
Rev	0.00		955.56	200.00	605.56	150.00	0.00	0.00
Tax	73,669.03	1.64%	1,206.18	1,206.18				
State Shared Rev			0.00					
Adult Services								
Exp	5,500.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00
Rev	8,839.00	31.23%	2,760.26	2,165.03	523.12	-114.13	163.12	23.12
Tax								
Dev. Disability								
Exp	77,429.00	31.61%	24,475.40	4,411.87	5,845.33	4,620.24	5,123.88	4,474.08
Rev	57,015.00	34.26%	19,531.00	0.00	9,176.00	0.00	0.00	10,355.00
Tax	20,054.35	1.88%	376.05	376.05				
State Shared Rev			0.00					

Mental Health								
Exp	1,225,163.00	50.82%	622,653.04	132,192.61	109,156.01	142,841.86	113,454.63	125,007.93
Rev	797,301.00	33.83%	269,694.01	32,971.07	34,781.02	94,880.65	26,541.27	80,520.00
Tax	421,550.57	1.71%	7,222.92	7,222.92				
State Shared Rev			0.00					
Chemical Dependency								
Exp	46,000.00	30.50%	14,030.72	-17.19	2,460.62	8,840.08	2,747.21	0.00
Rev	20,000.00	29.40%	5,880.24	583.88	1,915.57	1,449.48	0.00	1,931.31
Tax	25,579.53	3.95%	1,011.07	1,011.07				
State Shared Rev			0.00					
Child Services								
Exp	560,639.00	51.46%	288,525.32	59,596.08	57,996.44	68,037.79	42,849.03	60,045.98
Rev	276,235.00	72.54%	200,367.07	14,355.49	55,512.00	16,604.05	15,368.29	98,527.24
Tax	280,146.96	1.15%	3,214.13	3,214.13				
State Shared Rev			0.00					
Social Services								
Exp	1,390,604.00	36.48%	507,341.92	100,568.86	94,259.80	101,854.12	98,074.90	112,584.24
Rev	1,267,977.00	33.50%	424,786.74	49,067.73	131,825.55	59,573.60	60,200.71	124,119.15
Tax	120,735.36	2.29%	2,760.03	2,760.03				
State Shared Rev			0.00					
Income Main. Admin								
Exp	96,111.00	37.61%	36,150.98	7,188.53	7,370.08	7,156.32	7,156.31	7,279.74
Rev	46,300.00	42.70%	19,769.30	1,095.72	8,009.23	1,095.72	1,109.30	8,459.33
Tax	49,112.68	1.49%	730.81	730.81				
State Shared Rev			0.00					
Social Services Admin.								
Exp	264,091.00	38.99%	102,968.41	19,869.02	20,070.97	20,176.38	22,698.46	20,153.58
Rev	65,000.00	46.22%	30,046.00	0.00	16,443.00	0.00	0.00	13,603.00
Tax	196,041.48	1.47%	2,877.11	2,877.11				
State Shared Rev			0.00					
FS Admin								
Exp	760,823.00	38.44%	292,470.39	61,454.46	62,182.25	53,546.23	56,132.13	59,155.32
Rev	136,263.00	43.85%	59,757.53	3,672.72	24,161.03	3,672.72	3,730.98	24,520.08
Tax	437,921.47	2.10%	9,202.48	9,202.48				
State Shared Rev			0.00					
Agency Totals								
Exp	6,389,859.00	40.24%	2,571,245.50	498,479.24	495,520.07	571,091.51	488,351.12	517,803.56
Rev	4,343,497.00	37.45%	1,626,648.46	175,026.40	465,981.29	244,437.40	153,514.66	587,688.71
Tax	2,046,362.00	1.73%	35,476.02	35,476.02	0.00	0.00		
State Shared Rev			0.00					
Total Revenue	6,389,859.00	26.01%	1,662,124.48	210,502.42	465,981.29	244,437.40	153,514.66	587,688.71

Board Approval Report

SSIS pymt. batch #: 156043000

Paid Cnty Vendor				Total Payments	Total Amount
Card Services, 000011484				1	218.32
Svc Description	Svc Code	Payments	Amount		
Community Support Services	434	1	218.32		
Central Minnesota Jobs & Training, 000015800				2	10,836.78
Svc Description	Svc Code	Payments	Amount		
Statewide MFIP Employment Services	237	2	10,836.78		
Coborns, 000003913				9	1,412.55
Svc Description	Svc Code	Payments	Amount		
Adolescent Life Skills Training	146	9	1,412.55		
DHS, 000011849				3	4,777.78
Svc Description	Svc Code	Payments	Amount		
Behavioral Health Fund (BHF)	359	2	4,678.78		
Other Child Care	214	1	99.00		
DHS STATE OPERATED SERVICES, 000011816				7	12,613.90
Svc Description	Svc Code	Payments	Amount		
State-Operated Inpatient	472	7	12,613.90		
Family Pathways, 000012298				7	4,510.08
Svc Description	Svc Code	Payments	Amount		
Family-Based Counseling Services	162	4	3,390.07		
Family Assessment Response Services	164	3	1,120.01		
Ignaszewski/Karissa, 000012959				2	14,127.80
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	2	14,127.80		
Jessica Stokes Inc., 000016761				2	10,882.50
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	2	10,882.50		
Kanabec Co. Lts, 000013287				2	18,111.00
Svc Description	Svc Code	Payments	Amount		
Local Collaborative Undifferentiated Services	197	2	18,111.00		
Kanabec County AT ACH_VISA, 000001318				11	2,036.48
Svc Description	Svc Code	Payments	Amount		
Adolescent Life Skills Training	146	11	2,036.48		
Kanabec County Community Health, 000013263				1	9,216.85
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	1	9,216.85		
KWIK TRIP INC, 000001705				1	288.00
Svc Description	Svc Code	Payments	Amount		
Adolescent Life Skills Training	146	1	288.00		
Little Sand Group Homes, 000013715				1	10,311.84
Svc Description	Svc Code	Payments	Amount		
Children's Group Residential Care	183	1	10,311.84		
Minnesota Dept. Of Health, 000014657				1	50.00
Svc Description	Svc Code	Payments	Amount		
Adoptions & Kinship	196	1	50.00		
Nexus-Gerard Family Healing , LLC, 000012394				1	12,772.00
Svc Description	Svc Code	Payments	Amount		

Board Approval Report

Paid Cnty Vendor			Total Payments	Total Amount
Children's Residential Treatment	483	1	12,772.00	
Nexus-Mille Lacs Family Healing, 000014598			1	16,262.60
Svc Description	Svc Code	Payments	Amount	
Children's Residential Treatment	483	1	16,262.60	
Options Residential, 000015334			1	1,469.71
Svc Description	Svc Code	Payments	Amount	
Child Family Foster Care	181	1	1,469.71	
PHASE, Inc., 000015579			2	1,481.76
Svc Description	Svc Code	Payments	Amount	
Day Training and Habilitation	566	1	997.92	
Transportation	516	1	483.84	
Pinehaven Youth & Fam SVCS Inc, 000015643			2	4,400.00
Svc Description	Svc Code	Payments	Amount	
Children's Group Residential Care	183	2	4,400.00	
Procentive.com LLC, 000010757			1	411.92
Svc Description	Svc Code	Payments	Amount	
Adult Outpatient Psychotherapy	452	1	411.92	
Residential Services of NE MN Inc., 000016246			2	1,397.15
Svc Description	Svc Code	Payments	Amount	
Children's Group Residential Care	183	1	857.15	
Semi-Independent Living Services (SILS)	534	1	540.00	
Richardson MD/Paul T, 000016136			2	4,445.00
Svc Description	Svc Code	Payments	Amount	
Adult Outpatient Psychotherapy	452	2	4,445.00	
Volunteers Of America of MN, 000017460			4	2,736.00
Svc Description	Svc Code	Payments	Amount	
Semi-Independent Living Services (SILS)	534	4	2,736.00	
Vork/Katie, 000017464			1	92.21
Svc Description	Svc Code	Payments	Amount	
Adolescent Life Skills Training	146	1	92.21	
Report Totals:			67	144,862.23

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

Signature

Title

Date

JUNE 2023 BOARD REPORT			
Vendor Name	Amount		
Jen Anderson (CP Travel)	\$ 444.09		
Assoc of MN Counties (2023 MACSSA Conference)	\$ 150.00		
Rhonda Bergstadt (MH Travel)	\$ 473.57		
Chelsey Bottelson (DD Travel)	\$ 273.66		
Breezy Point Resort (Lodging MCHHSA Conference)	\$ 1,220.00		
Cassandra Dahlberg (MH Travel)	\$ 214.85		
DHS	\$ 62,745.70		
Katie Heacock (SS Sdmin Travel)	\$ 85.81		
Leah Hjort (DD Travel)	\$ 446.79		
Linda Hosley (MH Travel)	\$ 648.45		
Charles Hurd (Travel)	\$ 508.94		
Innovative Office Solutions (Office Supplies	\$ 484.71		
Itsavvy LLC	\$ 937.88		
Makala Johnson (CP Travel)	\$ 268.55		
Kanabec County Attorney	\$ 5,785.20		
Kanabec County Aud-Treasurer	\$ 5,859.01		
Kanabec County Comm Health	\$ 3,125.00		
Kanabec County Comm Health (2023 Fiscal year Reim Health Promotions LCTS)	\$ 24,570.00		
Kanabec County Times (2 Year Subscription)	\$ 87.00		
Kwik Trip Inc (children's Services Gas Cards)	\$ 288.00		
Kari Lindstrom (CP Travel)	\$ 265.04		
Ashlee Lovaas (DD Travel)	\$ 23.91		
Alissa McDermeit (CP Travel)	\$ 558.06		
MCHHSA (MCHHSA Conference)	\$ 200.00		
Kelly Mithcell (DD Travel)	\$ 381.87		
Aliina Olson (SCHA Cord Travel)	\$ 30.13		
LexisNexis	\$ 120.00		
Kurt Seidel (MH Travel)	\$ 43.89		
Seven County Process Servers LLC (Child Support)	\$ 75.00		
Timber Trails Public Transit	\$ 6,382.59		
Pamela Vojvodich (SS Travel)	\$ 369.34		
Katie Vork (CP Travel)	\$ 265.94		
Eileen Wagner (SS Travel)	\$ 31.44		
Washburn-McReavy Funeral Chapels (GA Burial)	\$ 1,800.00		
TOTAL IFS DOLLARS	\$ 119,164.42	35	Total IFS Vendors
TOTAL SSIS DOLLARS	\$ 144,862.23	24	Total SSIS Vendors
Total	\$ 264,026.65		
Cost Effective Health Insuarncce & Medicare Part B Reimbursements	\$ 15,894.89	55	Ins. Reimb.Vendors
MA Medical Mileage	\$ 17,184.78	14	Med Mileage Vendors
Grand Total	\$ 297,106.32		
		128	Total Vendors

9:40am Appointment

June 20, 2023

REQUEST FOR BOARD ACTION

a. Subject: Employee Service Recognition	b. Origination: Coordinator's Office
c. Estimated time: 5 minutes	d. Presenter(s): Rick Mattson, Board Chair

e. Board action requested:

- Recognition of 35 Years of Employee Service – Anita Anderson, Eligibility Worker

f. Background:

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

9:45am Appointment

June 20, 2023

REQUEST FOR BOARD ACTION

a. Subject: Discuss South Country Health Alliance Membership	b. Origination: Board of Commissioners
c. Estimated time: 5-10 minutes	d. Presenter(s): Commissioner Caswell, Community Health Director Kathy Burski & Family Services Director Chuck Hurd

e. Board action requested:

f. Background:

South Country Health Alliance						
Capital & Surplus History - Kanabec County						
Year	Paid-In	Paid-Out	Cummulative Total, Net	Financial Statement Paid-In Balance	Capital & Surplus Ending Balance	
2001	\$ 49,082	\$ -	\$ 49,082	\$ 49,082		
2006	\$ -	\$ (133,019)	\$ (83,937)	\$ -		
2007	\$ -	\$ (638,946)	\$ (722,883)	\$ -		
2008	\$ 646,580	\$ -	\$ (76,303)	\$ 646,580		
2018	\$ 1,000,000	\$ -	\$ 923,697	\$ 1,646,580		
2019	\$ 163,066	\$ -	\$ 1,086,763	\$ 1,809,646		
	\$ 1,858,728	\$ (771,965)	\$ 1,176,419			
2022			\$ 1,176,419	\$ 1,809,646	\$ 5,772,736	

Supporting Documents: None: ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

10:00am Appointment

June 20, 2023

REQUEST FOR BOARD ACTION

a. Subject: Credential fee	b. Origination: County Recorder's office
c. Estimated time: 2 minutes	d. Presenter(s): Lisa Holcomb

e. Board action requested:

Item a. Raise the fee to file marriage credentials from \$5.00 to \$20.00 on July 1, 2023.

Item b. Department Update

f. Background:

The State Legislature passed a bill allowing anyone 21 years old and older to perform marriages in the State of Minnesota. We will need to create a process to do this as the law doesn't require any kind of credentials. We are allowed to charge \$20 for recording Notary commissions and this will require an equal amount of time and paperwork.

After polling surrounding counties – All nearby counties (except Isanti) currently charge \$20.00.

Supporting Documents: None

Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

357.18 - \$10 per document
Subd. 4. Technology fund.

The \$10 fee collected under subdivision 1, clause (1), shall be deposited in a technology fund for obtaining, maintaining, and updating current technology and equipment to provide services from the record system. The fund shall be disbursed at the county recorder's discretion to provide modern information services from the records system. The fund is a supplemental fund and shall not be construed to diminish the duty of the county governing body to furnish funding for expenses and personnel necessary in the performance of the duties of the office pursuant to section [386.015, subdivision 6](#), paragraph (a), clause (2), and to comply with the requirements of section [357.182](#).

Statute 357.182 - \$11 per document
Subd. 6. – Compliance Fund

The county recorder and registrar of titles for each county shall file with the county commissioners, as part of their budget request, a report that establishes the status for the previous year of their compliance with the requirements established in subdivision 3. If the office has not achieved compliance with the recording requirements, the report must include an explanation of the failure to comply, recommendations by the recorder or registrar to cure the noncompliance and to prevent a recurrence, and a proposal identifying actions, deadlines, and funding necessary to bring the county into compliance.

If the recorder's office is in compliance then

Statute 357.182, Sub. 7 states

This money is available as authorized by the Board of County Commissioners for supporting enhancements to the recording process, including electronic recording, to fund compliance efforts specified in subdivision 5 and for use in undertaking data integration and aggregation projects. Money remains in the account until expended for any of the authorized purposes set forth in this subdivision. This money must not be used to supplant the normal operating expenses for the office of county recorder or registrar of titles.

Recorder Technology Fund

TECHNOLOGY FUND STATUTE:

357.18 COUNTY RECORDER.

Subd. 4. Technology fund.

The \$10 fee collected under subdivision 1, clause (1), shall be deposited in a technology fund for obtaining, maintaining, and updating current technology and equipment to provide services from the record system. The fund shall be disbursed at the county recorder's discretion to provide modern information services from the records system. The fund is a supplemental fund and shall not be construed to diminish the duty of the county governing body to furnish funding for expenses and personnel necessary in the performance of the duties of the office pursuant to section 386.015, subdivision 6, paragraph (a), clause (2), and to comply with the requirements of section 357.182.

Recorder Compliance Fund

COMPLIANCE FUND STATUTE:

357.182 COUNTY FEES AND RECORDING STANDARDS FOR RECORDING OF REAL ESTATE DOCUMENTS.

Subd. 2. Fee restrictions.

Notwithstanding any local law or ordinance to the contrary, no county may charge or collect any fee, special or otherwise, or however described, other than a fee denominated or prescribed by state law, for any service, task, or step performed by any county officer or employee in connection with the receipt, recording, and return of any recordable instrument by the county recorder or registrar of titles, whether received by mail, in person, or by electronic delivery, including, but not limited to, opening mail; handling, transferring, or transporting the instrument; certifying no-delinquent property taxes; payment of state deed tax, mortgage registry tax, or conservation fee; recording of approved plats, subdivision splits, or combinations; or any other prerequisites to recording, and returning the instrument by regular mail or in person to the person identified in the instrument for that purpose.

Subd. 3. Recording requirements.

Each county recorder and registrar of titles shall, within 15 business days after any instrument in recordable form accompanied by payment of applicable fees by customary means is delivered to the county for recording or is otherwise received by the county recorder or registrar of titles for that purpose, record and index the instrument in the manner provided by law and return it by regular mail or in person to the person identified in the instrument for that purpose, if the instrument does not require certification of no-delinquent taxes, payment of state deed tax, mortgage registry tax, or conservation fee. Each county must establish a policy for the timely handling of instruments that require certification of no-delinquent taxes, payment of state deed tax, mortgage registry tax, or conservation fee and that policy may allow up to an additional five business days at the request of the office or offices responsible to complete the payment and certification process.

For calendar years 2009 and 2010, the maximum time allowed for completion of the recording process for documents presented in recordable form will be 15 business days.

For calendar year 2011 and thereafter, the maximum time allowed for completion of the recording process for documents presented in recordable form will be ten business days.

Instruments recorded electronically must be returned no later than five business days after receipt by the county in a recordable format.

Subd. 4. Compliance with recording requirements.

For calendar year 2007, a county is in compliance with the recording requirements prescribed by subdivision 3 if at least 60 percent of all recordable instruments described in subdivision 3 and received by the county in that year are recorded and returned within the time limits prescribed in subdivision 3. In calendar year 2008, at least 70 percent of all recordable instruments must be recorded and returned in compliance with the recording requirements; for calendar year 2009, at least 80 percent of all recordable instruments must be recorded and returned in compliance with the recording requirements; and for calendar year 2010 and later years, at least 90 percent of all recordable instruments must be recorded and returned in compliance with the recording requirements.

Subd. 5. Temporary suspension of compliance with recording requirements.

Compliance with the requirements of subdivision 4 may be suspended for up to six months when a county undertakes material enhancements to its systems for receipt, handling, paying of deed and mortgage tax and conservation fees, recording, indexing, certification, and return of instruments. The six-month suspension may be extended for up to an additional six months if a county board finds by resolution that the additional time is necessary because of the difficulties of implementing the enhancement.

Subd. 6. Certification of compliance with recording requirements.

Effective beginning in 2007 for the 2008 county budget and in each year thereafter, the county recorder and registrar of titles for each county shall file with the county commissioners, as part of their budget request, a report that establishes the status for the previous year of their compliance with the requirements established in subdivision 3. If the office has not achieved compliance with the recording requirements, the report must include an explanation of the failure to comply, recommendations by the recorder or registrar to cure the noncompliance and to prevent a recurrence, and a proposal identifying actions, deadlines, and funding necessary to bring the county into compliance.

Subd. 7. Restriction on use of recording fees.

Notwithstanding any law to the contrary, for county budgets adopted after January 1, 2006, each county shall segregate the additional unallocated fee authorized by sections 357.18, 508.82, and 508A.82 from the application of the provisions of chapters 386, 507, 508, and 508A, in an appropriate account. This money is available as authorized by the Board of County Commissioners for supporting enhancements to the recording process, including electronic recording, to fund compliance efforts specified in subdivision 5 and for use in undertaking data integration and aggregation projects. Money remains in the account until expended for any of the authorized purposes set forth in this subdivision. This money must not be used to supplant the normal operating expenses for the office of county recorder or registrar of titles.

SUMMARY:**Recorder Technology Fund****USES:**

For obtaining, maintaining, and updating current technology and equipment to provide services from the record system.

DISBURSED BY:

County Recorder's discretion

Recorder Compliance Fund**USES:**

- For supporting enhancements to the recording process, including electronic recording
- To fund compliance efforts in the Recorder's Office
- Use in undertaking data integration and aggregation projects

DISBURSED BY:

Board of County Commissioners

Note: These funds cannot be used for salaries of full or part time employees. They can be used for a temporary salary to fulfill the needs of a project or for a contracted project.

Lisah
06/05/2022 2:30PM

**** Kanabec County ****



REVENUES & EXPENDITURES BUDGET REPORT

Report Basis: Cash

Page 2

From: 01/2023 Thru: 06/2023

Percent of Year: 50%

01 Fund
General Revenue Fund
101 Dept
County Recorder

Account Number	Description	Status	06/2023 Amount	Selected Months	2023 Final Co Budget	% Of Budget
--- Revenues ---						
01-101-000-0000-5501	Fees For Services		.00	16,696.50-	78,000.00-	21
01-101-000-0000-5510	Copies & Scanning Fees		.00	260.00-	1,400.00-	19
--- Expenditures ---						
01-101-000-0000-6103	Salaries - Regular		5,252.80	57,472.82	136,561.00	42
01-101-000-0000-6113	Flex Pay		121.78	1,339.48	0.00	0
01-101-000-0000-6130	VEBA - County Share		212.00	1,272.00	0.00	0
01-101-000-0000-6153	Co Share Health Ins		1,149.92	6,899.52	20,464.00	34
01-101-000-0000-6158	Health Reserves - County Share		100.00	600.00	0.00	0
01-101-000-0000-6163	Co Share Pera		393.96	4,310.46	10,242.00	42
01-101-000-0000-6175	Co Share Fica		406.53	4,448.27	10,447.00	43
01-101-000-0000-6205	Postage		.00	211.53	840.00	25
01-101-000-0000-6289	Staff Development		694.35	1,438.91	1,700.00	85
01-101-000-0000-6331	Mileage & Meals		.00	213.11	400.00	53
01-101-000-0000-6411	Supplies		.00	813.60	1,600.00	51
01-101-000-0000-6803	Miscellaneous Expenditures		.00	100.00	0.00	0
--- Revenues ---						
01-101-000-2754-5511	Recorders Equipment Fund		.00	8,720.00-	35,000.00-	25
--- Expenditures ---						
01-101-000-2754-6491	Recorders Equipment		.00	5,513.20	35,000.00	16
--- Revenues ---						
01-101-000-2755-5514	Land Office Tech Fund		.00	9,592.00-	38,000.00-	25
01-101-000-2755-5989	Fund Balance- Planned Use		.00	0.00	48,000.00-	0
--- Expenditures ---						
01-101-000-2755-6211	Land Office Technology Serv/Chrgs		.00	0.00	38,000.00	0
01-101-000-2755-6492	Land Office Tech Equipment		.00	19,690.00	0.00	0
01-101-000-2755-6989	Fund Balance- Transfer To		.00	0.00	48,000.00	0
--- Revenues ---						
01-101-038-0000-5501	Fees For Services Landshark		.00	4,988.50-	27,000.00-	18
101 Dept	TOTALS County Recorder	Revenue	.00	40,257.00-	227,400.00-	18
		Expend.	8,331.34	104,322.90	303,254.00	34
		Net	8,331.34	64,065.90	75,854.00	84
01 Fund	TOTALS General Revenue Fund	Revenue	.00	40,257.00-	227,400.00-	18
		Expend.	8,331.34	104,322.90	303,254.00	34
		Net	8,331.34	64,065.90	75,854.00	84

Agenda Item #1

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of the County Coordinator

UNAPPROVED MINUTES

June 6, 2023

The Kanabec County Board of Commissioners met at 9:00am on Tuesday, June 6, 2023 pursuant to adjournment with the following Board Members present in person: 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 Peter Ripka, seconded by Tom Roeschlein and carried unanimously to approve the agenda with the following changes: Replace #3a Regular Bills – Revenue Fund with #3a, Regular Bills – Revenue Fund – Corrected.

Action #2 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the May 16, 2023 minutes as presented.

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

<u>Vendor</u>	<u>Amount</u>
Ann Lake Twp	46,557.94
Arthur Twp	152,029.97
Braham Public Schools	83,985.35
Braham Public Schools	83,985.35
Brunswick Twp	84,007.34
Card Services (Coborn's)	15.68
Card Services (Coborn's)	79.65

City of Braham	24,254.19
City of Grasston	11,351.73
City of Mora	16,116.54
City of Mora	1,183.81
City of Mora	987,557.62
City of Ogilvie	69,271.48
City of Quamba	26,537.83
Comfort Twp	80,024.34
Comm of Finance - Treas Div	475.81
Dearborn National Life Insurance	565.68
East Cent. Reg Dev Commission	14,295.47
East Central Energy	1,161.48
East Central Energy	299.57
East Central School District	29,781.80
East Central School District	29,781.80
E-Z Excavating	500.00
Ford Twp	60,342.16
Grass Lake Twp	69,966.83
Haybrook Twp	44,343.02
Health Partners	6,949.28
Hillman Twp	35,367.81
Hinckley-Finallyson Schools	31,128.50
Hinckley-Finlayson Schools	31,128.50
Isle Public Schools	26,203.01
Isle Public Schools	26,203.01
JDA Builders	500.00
Kanabec County	140,699.31
Kanabec County Auditor HRA	322.38
Kanabec County Auditor-Treasurer	9,425.41
Kanabec County Auditor-Treasurer	141,275.10
Kanabec Twp	49,866.09
Knife Lake Improvement District	22,390.63
Knife Lake Twp	66,476.09
Kroschel Twp	15,911.83
Life Insurance Co of North America	594.77
Marco	176.00
Milaca Public Schools	7,607.75
Milaca Public Schools	7,607.74

Minnesota Energy Resources Corp	10,644.79
Minnesota Energy Resources Corp	301.05
MN Commissioner of Revenue	99.98
Mora Public Schools	1,596,725.16
Mora Public Schools	1,596,760.88
Ogilvie Public Schools	502,563.69
Ogilvie Public Schools	502,563.68
Peace Township	77,470.17
Pine City Public Schools	282.47
Pine City Public Schools	282.46
Pomroy Twp	62,388.23
Quadient Finance USA, Inc.	2,000.00
Reuben Eicher	500.00
Southfork Twp	30,188.93
Spire Credit Union	8,608.76
St Paul Port Authority	1,917.39
The Hartford Priority Accounts	6,742.91
VC3, Inc	648.00
VC3, Inc	2,662.00
Verizon Wireless Aircards	1,375.39
VSP Insurance Co	562.36
Whited Twp	43,693.64

67 Claims Totaling: \$ 6,987,287.59

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

Andy Crisman	Spoke against the proposed draft resolution to deny the Impassable Road Petition for Hornet St.
Renee Crisman	Spoke against the proposed draft resolution to deny the Impassable Road Petition for Hornet St.

9:10am – The Chairperson closed public comment.

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

Revenue Fund

<u>Vendor</u>	<u>Amount</u>
Accurate Controls Inc	82.00
Ace Hardware	114.40
Ace Hardware	159.18
Ace Hardware	11.04
Adam's Pest Control Inc.	250.00
American DataBank	100.10
American Solutions for Business	4,595.09
American Solutions for Business	3,971.78
Arthur Twp	2,381.00
Aspen Mills	129.88
Aspen Mills	1,891.05
Auto Value Mora	137.97
Bob Barker	591.23
City of Ogilvie	845.76
CORE Professional Services P.A.	1,050.00
Crystal Bar & Grill	654.44
Curtis, Michael	681.08
DKN Construction	750.75
East Central Regional Juvenile Center	4,487.00
EATI	505.79
EATI	4,518.50
Emma's Pizza	24.00
Ford Twp	7,761.00
Fox Run Kennels	50.00
Granite City Jobbing Company	213.58
Granite City Jobbing Company	203.92
Granite Electronics	132.00
Handyman's Inc	499.93
Hartshorn, Jim	142.79
Hinckley-Finalyson Public Schools	30,202.00
Hoefert, Robert	1,856.27
Hohn's Auto Body & Glass	3,398.85
Innovative Office Solutions	500.26
IT Savvy	768.63
IT Savvy	1,367.91
Kanabec County Ag Society	4,500.00
Kanabec County Highway Department	508.24

Kanabec County Highway Department	16.38
Kanabec County History Center	5,000.00
Kanabec Publications	102.60
Kanabec SWCD	4,499.00
M & H Appliance	121.50
MACAI	250.00
Marco, Inc	477.00
Marco, Inc	3,267.40
MCCC Lockbox	4,725.00
McFadden, Barb	289.36
Michael Keller, Ph.D., L.P.	650.00
Milaca Public Schools	11,842.00
MN Counties Intergovernmental Trust	110.00
Mora Bakery	36.81
Mora Public Schools	27,822.00
MRA	92.50
MRA	693.75
Novus Glass	25.00
ODP Business Solutions LLC	59.04
Ogilvie Museum	1,500.00
Ogilvie Public Schools	279.62
O'Reilly Auto Parts	22.99
Oslin Lumber	99.94
Oslin Lumber	10.56
Peace Twp	168.00
Pomroy Twp	15,101.00
Ramsey County	1,516.00
Ramsey County	537.00
Ratwick, Roszak & Maloney, PA	4,300.00
Rhonda J. Magnussen LLC	487.06
Ripka, Peter	37.20
RS Eden	6.80
SafeAssure Consultants Inc.	9,466.22
SIRCHIE	244.62
Southfork Twp	5,921.00
Stellar Services	226.15
Stellar Services	147.60
Stellar Services	233.51

Stellar Services	188.17
Summit Food Service Management	4,087.71
Summit Food Service Management	4,089.95
Summit Food Service Management	4,131.61
SwipeClock LLC	332.00
Timothy J. Peterson - Attorney at Law, LLC	230.00
Van Alst, Lillian	1,609.99
Von Eschen, Tina	416.11
Whited Twp	3,601.00
84 Claims Totaling:	<u>\$ 199,108.57</u>

Road & Bridge

<u>Vendor</u>	<u>Amount</u>
Ace Hardware	61.85
A&M Aggregate	12,714.55
Aramark	491.10
Auto Value	2,530.65
CPF	547.20
Campbell, Gary	1,050.00
Capitalone Trade Credit	304.68
Central McGowan	181.28
City of Mora	8,117.60
Crawford's Equipment	889.28
Federated Co-op	82.15
Fueling MN	700.00
Glens Tire	2,073.54
Houtsma, Wes	350.00
Johnson Hardware	213.63
Kanabec County Highway Dept	145.59
Kanabec Publications	561.33
Locators & Supplies	1,961.51
Martin Marietta	175.42
Med Compass	670.25
Mora Chevrolet Buick	115.68
Northern States Supply	247.80
Northland Chemical	123.74

Northpost	1,704.90
Nuss Truck	221.73
ODP	54.67
Oslin Lumber	39.99
Sanitary Systems	170.00
Scott's Lawn & Landscapes	13,100.00
Uline	68.22
USIC Locating	280.00

31 Claims Totaling: \$49,948.34

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

Resolution #5 – 6/6/23

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	\$818.60
Quality Disposal	\$2,331.00
Arthur Township	\$500.00
Total	\$3,649.60

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

Resolution #6 - 6/6/23

**Approval of Collective Bargaining Agreement with LIUNA City Employees' Union
Local 363**

WHEREAS the negotiating committee has presented the Board with a proposed 2023-2024 bargaining unit agreement between Kanabec County and the LIUNA City Employees' Union Local 363, and

WHEREAS the Union has indicated acceptance by signature of the Union Business Agent and Stewards;

BE IT RESOLVED to approve the 2023-2024 bargaining unit agreement between Kanabec County and the LIUNA City Employees' Union Local 363;

BE IT FURTHER RESOLVED the Board Chair and Coordinator are authorized to sign said 2023-2024 bargaining unit agreement.

County Coordinator Kris McNally led a discussion regarding the establishment of Juneteenth as a Kanabec County Holiday.

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

Resolution #7 - 6/6/23

Establishing Juneteenth as a Kanabec County Holiday

WHEREAS, Juneteenth is recognized as a federal holiday celebrating the abolition of slavery in the United States; and

WHEREAS, the Minnesota Legislature initially enacted legislation making June 19th (Juneteenth) a state holiday with an effective date of August 2023, making Juneteenth a holiday in 2024; and

WHEREAS, in May 2023, the Minnesota Legislature amended legislation to make Juneteenth a state holiday in 2023; and

WHEREAS, Minnesota Statute 645.44 Subd.5. states that no public business shall be transacted on any holiday, except in cases of necessity and except in cases of public business transacted by the legislature, nor shall any civil process be served thereon;

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners hereby establishes Juneteenth (June 19) as a paid holiday for Kanabec County employees effective June 19, 2023; and

BE IT FUTHER RESOLVED that the date and rules of observance of the holiday shall

be as specified in MN Statutes 645.44 and 10.55;

BE IT FURTHER RESOLVED that County personnel policies will be amended to recognize Juneteenth as a paid holiday;

BE IT FURTHER RESOLVED that the Board Chair is authorized to sign Memorandum of Agreements with collective bargaining units Local 49, Local 106, Local 107, Local 320, and Local 363 for recognition and implementation of Juneteenth as an observed, paid holiday effective June 19, 2023.

Action #8 – It was moved by Peter Ripka, seconded by Tom Roeschlein and carried unanimously to recess the meeting at 9:14am to a time immediately following the Community Health Board.

The Kanabec County Community Health Board met at 9:14am on Tuesday, June 6, 2023 pursuant to adjournment with the following Board Members present: Tom Roeschlein, Rick Mattson, Wendy Caswell, Alison Holland and Peter Ripka. Community Health Director Kathy Burski presented the Community Health Board Agenda.

Action #CH9 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to approve the Community Health Board Agenda as presented.

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

The Board expressed consensus to proceed with filling the Transit Operations Supervisor vacancy beginning with sending the updated Transit Operations Supervisor job description to the salary consultant for evaluation.

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

Resolution #CH10– 6/6/23

Rescinding Mandatory COVID-19 Vaccination Policy Resolution

WHEREAS, in accordance with the U.S. Department of Health and Human Service's Centers for Medicare and Medicaid Services (CMS) Interim Final Rule, Kanabec County Community Health, as a Home Health Agency adopted a mandatory COVID-19 Vaccination policy on November 16, 2021, and

WHEREAS, because the Public Health Emergency was declared ended as of May 11, 2023 the Centers for Medicare and Medicaid is withdrawing the staff vaccination requirement.

THEREFORE the Kanabec County Community Health Director is requesting that the Community Health Board rescind the Mandatory COVID-19 Vaccination Policy effective immediately.

THEREFORE BE IT RESOLVED the Kanabec County Community Health Board hereby rescinds the Mandatory COVID-19 Vaccination policy, which was effective 11/16/2021, revised on 11/23/21 and revised again on 1/14/2022. This action is effective immediately, 6/6/2023.

Action #CH11 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the payment of 87 claims totaling \$70,594.91 on Community Health Funds.

Action #CH12 – It was moved by Wendy Caswell, seconded by Peter Ripka and carried unanimously to adjourn Community Health Board at 9:37am and to meet again on Wednesday, July 5, 2023 at 9:20am.

The Board of Commissioners reconvened.

County Coordinator Kris McNally led a discussion regarding the proposed plan and timeframe for the 4-H Coordinator's office to move to the Courthouse. The Board expressed consensus to approve the proposed plan and timeframe.

County Coordinator Kris McNally led a discussion regarding the temporary placement of the Kneeling Soldier Statue at the Public Service Building until the Veteran's Memorial is complete. The Board directed the County Coordinator to find out if the statue could be placed near the flagpole at the Courthouse instead of the Public Service Building.

The Chairperson led a discussion including a summary of key factors in legal guidance received regarding the Impassable Road Petition submitted on March 7, 2023 for Hornet Street. Commissioner Wendy Caswell presented a draft resolution to the Board for consideration. County Coordinator Kris McNally read the draft resolution aloud.

Action #13 – Alison Holland introduced the following resolution and moved its adoption:

Resolution #13 – 6/6/23

WHEREAS, on or about March 7, 2023, a Petition was presented to the Kanabec County Board of Commissioners seeking relief pursuant to Minn. Stat. §163.16 to declare a certain portion of a Town roadway commonly known as Hornet Street an Impassable Road as defined in Minn.

Stat. §163.16;

WHEREAS, due and proper notice, if any is required, has been provided as required by Minn. Stat. §163.16, and

WHEREAS, the subject of that Petition is a portion of a roadway that once existed as a town road, and

WHEREAS, Minn. Stat. §163.16 provides that upon a petition presented under statute and a finding by the County Board of Commissioners that a town roadway needs upkeep and maintenance that the County Board may order the Town to provide for the same, and

WHEREAS, the subject matter of the property subject to the above-mentioned petition has been the subject of litigation in Kanabec County District Court as reflected in Court File Number 33-CV-20-4 and

WHEREAS, the findings and order issued by the District Court in matter were appealed to the Minnesota Court of Appeals as reflected in Appeals Court File Number A22-0123, and

WHEREAS, the Minnesota Court of Appeals on August 22, 2022, ruled that the portion of the former town roadway that is the subject of the Petition of March 7, 2023, is no longer a town road, and

WHEREAS, the Minnesota Supreme Court has denied further review of the decision of the Minnesota Court of Appeals, and

WHEREAS, the Kanabec County Attorney has presented to the Kanabec County Board a legal conclusion and opinion of outside, independent counsel that Minn. Stat. §163.16 does not apply to property that has been found to not be or to no longer be a town roadway as determined by appropriate legal proceedings,

NOW, THEREFORE BE IT RESOLVED:

1. The Kanabec County Board of Commissioners lacks jurisdiction and legal authority to act upon the petition presented to it as to the former Hornet Street as set forth in the Petition dated March 7, 2023;
2. Because the Kanabec County Board lacks legal authority or jurisdiction to act upon the petition as presented, it is hereby DENIED.
3. A copy of this resolution shall be duly mailed by First Class Mail to the Clerk of the Hillman Township Board and the Petitioners whose signature and address are noted on the Petition dated March 7, 2023.

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

Peter Ripka, IN FAVOR
Alison Holland, IN FAVOR
Wendy Caswell, IN FAVOR
Tom Roeschlein, IN FAVOR
Rick Mattson, IN FAVOR

Whereupon the resolution was declared duly passed and adopted.

County Coordinator Kris McNally led a discussion regarding the evaluation of the Assessor Clerk II job description.

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

Resolution #14 - 06/06/23

Assessor Clerk II Evaluation

WHEREAS Kanabec County Policy P-106, Section III.A. calls for a reevaluation of a county job classifications when a job changes substantively, and

WHEREAS the County Assessor has proposed substantive changes to the Assessor Clerk II position beginning in 2024 to increase the department's overall efficiency and productivity; and

WHEREAS, the changes to the Assessor Clerk II position were deemed substantive enough to warrant a reevaluation, and

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

WHEREAS the wage consultant examined and evaluated the job description and physical analysis and recommends a rank increase from Grade 6 to Grade 7 based on an increase in overall point score;

THEREFORE BE IT RESOLVED that it is the decision of the County Board to accept the changes to the Assessor Clerk II job description and physical analysis documents effective January 1, 2024;

BE IT FUTHER RESOLVED to accept the wage consultant’s recommendations for the position score, rank and pay grade change from a Grade 6 to a Grade 7 effective January 1, 2024.

County Coordinator Kris McNally led a discussion regarding the 2024 Budget Process, Calendar, and Goals. The Board discussed dates, times and availability for 2024 budget planning. Board consensus was to avoid scheduling a budget work session on August 29th.

Barb Barnes, Executive Director Kanabec History Center met with the County Board to give an update regarding the Kanabec History Center and to ask for an increased appropriation for the board to consider during the 2024 budgeting process. Information only, no action was taken.

10:18am – The Board took five minute break.

10:23am – The Board reconvened.

Auditor Treasurer Denise Snyder met with the Board to discuss matters concerning her department.

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

Resolution #15 - 6/6/23

Liquor & Tobacco Licenses

WHEREAS the Kanabec County Auditor/Treasurer has recommended the following applications for liquor and tobacco licenses, and

WHEREAS the applications were complete, included all necessary documentation, appear in accordance with County Policies and the facility owners are in good standing with the County;

BE IT RESOLVED to approve the following license applications:

LIQUOR/BEER/ TOBACCO LICENSE RENEWALS 2023-2024

KANABEC COUNTY BOARD - JUNE 6, 2023

Establishment	LIQUOR	BEER	TOBACCO
Ann River Winery	On/Sun	-	-
Braham Moose Lodge 1544	Club/Sun	-	-

The Crows Nest	On/Off/Sun	-	Yes
Mauer Fish Lake Restaurant & Bar	On/Off/Sun	-	-
McBees Bar & Grill	On/Off/Sun	-	
Northwoods Steakhouse	On/Off/Sun	-	-
Ogilvie Raceway	Wine/SB/On/Sun	On	-
Fire Pit Bar & Grill	On/Sun	-	-
Springbrook Golf Course	On/Sun	-	-
Eagles Cove Resort	On/Sun	-	-
Dollar General	-	-	Yes

County Auditor/Treasurer Denise Snyder led a discussion regarding the 2022 Tax Forfeited Fund Settlement Distribution. Information only, no action was taken.

Court Administrator Heather Mickelson met with the County Board to give a department update. Information only, no action was taken.

Veteran Service Officer Erica Bliss met with the County Board to give a department update. Information only, no action was taken.

Environmental Services/GIS Technician Ryan Carda met with the County Board to request approval of two Interim Use Permit Applications.

Action #16 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to approve the Interim Use Permit Application for the short term/vacation rental by Sarah Scanlon at 1477 230th Ave, Mora, MN 55051 per the Planning Commission’s recommendation.

Action #17 – It was moved by Tom Roeschlein, seconded by Wendy Caswell and carried unanimously to approve the Interim Use Permit application for the short term/vacation rental by Bryan & Jessica Witschen at 1891 Dusty Lane, Mora, MN 55051 with the condition that if the occupancy number is to be increased to 11, the septic system will need to be upgraded and approved, per the Planning Commission’s recommendation.

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

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

Resolution #18 – 6/6/23
2023 Bituminous Paving
SAP 033-026-007, SAP 033-608-015, KCP 23-02,
KCP 23-05, Arthur 23-01, Mora 23-01

WHEREAS the following bids were received for SAP 033-026-007, SAP 033-608-015, KCP 23-02, KCP 23-05, Arthur 23-01, and Mora 23-01:

Knife River Corporation	\$3,823,654.98
Mark Sand & Gravel Co.	\$4,857,463.85

WHEREAS a detailed bid abstract was presented before the Board and included herein, and

WHEREAS the City of Mora and Arthur Township have recommended award of the low bid by resolution, and

WHEREAS said resolutions were presented before the Board and included herein, and

THEREFORE BE IT RESOLVED to accept the low bid of \$3,823,654.98 by Knife River Corporation for SAP 033-026-007, SAP 033-608-015, KCP 23-02, KCP 23-05, Arthur 23-01, and Mora 23-01, and

BE IT FURTHER RESOLVED to authorize the Board Chair and County Coordinator to sign the contract.

Public Works Director Chad Gramentz and Environmental Services Supervisor Teresa Wickeham led a discussion regarding a platting process dispute with Arthur Township. Information only, no action was taken.

Public Works Director Chad Gramentz presented the 2022 Road & Bridge Annual Report and Department Update. Information only, no action was taken.

County Coordinator Kris McNally presented the revised Policy P-106 Wages & Salaries for approval.

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

Resolution #19 - 6/6/23

Approval of Revised Policy P-106 Wages and Salaries Policy

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

WHEREAS, the proposed policy revisions and updates are recommended in order to establish and maintain current definitions, procedures and best practices for the County's wages, salaries and job evaluation system;

THEREFORE, BE IT RESOLVED, the Kanabec County Board of Commissioners hereby adopts the revised Wages & Salaries Policy P-106 effective January 1, 2023.

Future Agenda Items: the proposed Knife Lake Park; South Country Health Alliance membership; the Tobacco Ordinance.

In other discussion of other matters, Commissioner Ripka stated he had a request from a landowner to meet with two Commissioners to discuss an issue related to the County Ditch 2 project. Commissioners Ripka and Mattson agreed to meet with the landowner.

11:45am – The Board took a five minute break.

11:50am- The Board reconvened.

Action #20 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to close the meeting at 11:51am pursuant to MN Statute §13D.03 to discuss matters related to Labor Negotiation Strategy Those present during the closed portion of the meeting included Commissioners Rick Mattson, Tom Roeschlein, Wendy Caswell, Alison Holland and Peter Ripka; as well as County Coordinator & Personnel Director Kris McNally.

Action #21 – It was moved by Peter Ripka, seconded by Alison Holland and carried unanimously to return to open session at 12:16pm.

Action #22 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to adjourn the meeting at 12:17am and to meet again in regular session on Tuesday, June 20, 2023 at 9:00am.

Signed _____

Chairperson of the Kanabec County Board of Commissioners,

Kanabec County, Minnesota

Attest: _____
Board Clerk

DRAFT

Agenda Item #2

Paid Bills

<u>Vendor</u>	<u>Amount</u>	<u>Purpose</u>	<u>Dept</u>
Card Services (Coborn's)	1,184.14	Senior Cookouts, BADGES Gift Cards, Donuts for Jail Staff Dev.	Sheriff
Card Services (Coborn's)	263.95	Wellness Supplies	Empoloyee Wellness
Consolidated Communications	1,125.59	Monthly Phone Service	Various
E C Riders	1,708.07	2023 BM#4 Snake River Trail	Unallocated
Kanabec County Auditor-Treasurer	9,460.41	County Vehicle Leases & Maintnenace Contracts	Various
Kwik Trip Inc	14,325.89	Gas Credit Cards for County Vehicles	Various
Midcontinent Communications	451.26	Utilities	Transit
Minnesota Department of Finance	4,653.00	5.23 State Fees & Surcharges	Recorder
Office of MN.IT Services	1,338.65	WAN	IS
Quality Disposal	291.27	Disposal Services May 2023	Jail & Transit
Verizon Wireless Cellphones	3,068.20	Employee Cellphones	Various
11 Claims Totaling:	\$ 37,870.43		

Agenda Item #3a

Regular Bills - Revenue Fund

Bills to be approved: 6/20/23

Department Name	Vendor	Amount	Purpose
ASSESSOR	MAAP	330.00	Membership Dues/Summer Workshop - KK & AM
ASSESSOR	Marco	159.00	Printer Lease
		489.00	
AUDITOR	Kanabec Publications	1,622.16	Notice Expiration of Redemption 5/25 & 6/1
		1,622.16	
BUILDINGS MAINTENANCE	DKN Construction	32,991.00	Remaining Balance of Carpet Replacement - Courthouse
BUILDINGS MAINTENANCE	FBG Service Corporation	4,829.00	May Cleaning Services - Courthouse
BUILDINGS MAINTENANCE	FBG Service Corporation	2,543.00	May Cleaning Services - PSB
BUILDINGS MAINTENANCE	Grainger	75.87	Chair Mat - Courthouse
BUILDINGS MAINTENANCE	Granite City Jobbing Co	716.64	Sanitary Wax Paper Liners, Garbage Bags, Paper Towels, Toilet Paper - Courthouse
BUILDINGS MAINTENANCE	Granite City Jobbing Co	698.90	Cleaning Spray, Paper Towels, Toilet Paper, Hand Soap - PSB
BUILDINGS MAINTENANCE	Quality Disposal	244.53	Solid Waste Fees May 2023 - Courthouse
BUILDINGS MAINTENANCE	Quality Disposal	259.51	Solid Waste Fees May 2023 - PSB
		42,358.45	
COUNTY ATTORNEY	ODP Business Solutions	124.63	Mouspad, Mouse, Pens, Permanent Markers, File Folders
COUNTY ATTORNEY	RELX Inc. DBA Lexis Nexis	186.50	LexisNexis May 2023 Charges
COUNTY ATTORNEY	Terhaar, Cheryl	117.90	Mileage to Office of Justice Programs Conference in Bloomington 5/23 & 5/24
		429.03	

COUNTY COORDINATOR	Christenson, Kim	210.91	Mileage to St Cloud MCIT Training 5/17 & 5/18 and Resource Training Mtg in Sartell 6/14
		210.91	
COUNTY CORONER	Hamilton Funeral Homes	400.00	Removal & Transport
COUNTY CORONER	Ramsey County	1,586.00	Post Mortem Exam/Toxicology
COUNTY CORONER	River Valley Forensic Services, P.A.	1,000.00	Post Mortem Exams (2), Contract Monthly Medical Examiner Service April 2023
		2,986.00	
COURT ADMINISTRATOR	Anne M. Carlson Law Office, PLLC	1,440.00	Court Appt Attorney Fees
COURT ADMINISTRATOR	McKinnis & Doom PA	790.00	Courth Appot Attorney Fees
		2,230.00	
ECONOMIC DEVELOPMENT	Hartshorn, Jim	145.41	Mileage to EDAM Mtg in St. Louis Park 6/8 & Regional Developers Mtg in North Branch 6/9
		145.41	
ENVIRONMENTAL SERVICES	Bracewell, Earl	88.10	Planning Commission Hearing & Mileage 5/22
ENVIRONMENTAL SERVICES	Environmental Systems Research Institute	5,702.00	ESRI - Arc GIS Maintenance & License
ENVIRONMENTAL SERVICES	O'Brien, Pat	93.34	Planning Commission Hearing & Mileage 5/22
ENVIRONMENTAL SERVICES	Olson, Rhonda	85.48	Planning Commission Hearing & Mileage 5/22
ENVIRONMENTAL SERVICES	Rinke Noonan	815.00	Attorney John Kolb Consultation on Snake River 1W1P/SRWMB through 5/31
ENVIRONMENTAL SERVICES	Sabinash, Douglas	86.79	Planning Commission Hearing & Mileage 5/22
ENVIRONMENTAL SERVICES	Zaudtke, Wayne	78.93	Planning Commission Hearing & Mileage 5/22
		6,949.64	
HUMAN RESOURCES	ECM Publishers	207.28	Highway Seasonal Worker Job Ad in Scotsman x 2
HUMAN RESOURCES	Minnesota UI	2.00	Interest Owed from 2022 4th Quarter
HUMAN RESOURCES	WEX	423.50	Administrative Fees for May
		632.78	

LAW LIBRARY	RELX Inc. DBA Lexis Nexis	<u>231.75</u>	Law Library Invoice
		231.75	
PROBATION & JUVENILE PLACEMENT	MACPO, Jackson County Probation	200.00	2023 MACPO Spring Conference - AM
PROBATION & JUVENILE PLACEMENT	Minnesota Monitoring, Inc.	496.00	REAM Grant - May 2023
PROBATION & JUVENILE PLACEMENT	Office Depot	104.43	Office Supplies - Gloves, White Out, Pens, Post-Its
PROBATION & JUVENILE PLACEMENT	Schumacher, Sarah	<u>79.91</u>	Mileage to Meeting in Brooklyn Park 6/8
		880.34	
PUBLIC TRANSPORTATION	A and E Cleaning Services	100.00	Carpet Cleaning - Timber Trails Hallway and Lunchroom
PUBLIC TRANSPORTATION	A and E Cleaning Services	550.00	Office Cleaning - Timber Trails 5/1 - 5/31
PUBLIC TRANSPORTATION	American DataBank LLC	36.00	Background Checks
PUBLIC TRANSPORTATION	Curtis, Micahel	237.11	Volunteer Mileage 5/30 - 6/13
PUBLIC TRANSPORTATION	Glen's Tire	153.81	Van Repairs
PUBLIC TRANSPORTATION	Hoefert, Robert	1,158.04	Volunteer Mileage 5/30 - 6/11
PUBLIC TRANSPORTATION	Kanabec Publications	2,221.00	Advertising
PUBLIC TRANSPORTATION	Van Alst, Lillian	1,303.45	Volunteer Mileage 5/30-6/11
PUBLIC TRANSPORTATION	Vye	<u>225.00</u>	Website Fee
		5,984.41	
SANITATION	East Central Solid Waste Commission	<u>71.70</u>	Highway Dept. Mixed Solid Waste & Recycled
		71.70	
SHERIFF	Aspen Mills	1,160.00	Initial Issue Deputy Uniform - CB
SHERIFF	AT&T Mobility	1,547.93	Monthly Service
SHERIFF	East Central Solid Waste Commission	80.00	Tipping Fees
SHERIFF	EATI	2,707.00	Standard Console Box Kits & Faceplates for New Squads (3)
SHERIFF	EATI	1,540.83	Aluminum Bushbumpers for New Squads (3)
SHERIFF	EATI	1,657.41	Light Control & Hardwired Mics for New Squads (3)
SHERIFF	Feine, Jeffrey	74.98	Uniform Reimbursement - Tactical Pants
SHERIFF	Glen's Tire	114.00	Mount/Dismount, Computer Balance, Valve Stem for Squad
SHERIFF	O'Reilly Auto Parts	22.99	1 Gallon Antifreeze for Squad

SHERIFF	O'Reilly Auto Parts	5.29	Jcase Fuse for Squad
SHERIFF	Tinker & Larson Inc	2,489.00	Oil Changes, Tire Pressure Resets, AC, Bulbs, Fuses for Squads
		<u>11,399.43</u>	
SHERIFF - 911 EMERGENCY	Motorola Solutions	2,115.00	Vesta Services
		<u>2,115.00</u>	
SHERIFF - JAIL/DISPATCH	Adam's Pest Control, Inc.	250.00	Prevention Plus, Jail
SHERIFF - JAIL/DISPATCH	Advanced Correctional Healthcare	19,890.93	July 23 On-Site Medical, Mental Health & TPA Pool Mgmt
SHERIFF - JAIL/DISPATCH	Bob Barker	993.84	Inmate Supplies, Thermal Shirts & Orange Trousers
SHERIFF - JAIL/DISPATCH	FBG Service Corporation	672.00	May Cleaning Services - Jail
SHERIFF - JAIL/DISPATCH	IT SAVVY	73.53	Headset - Dispatch
SHERIFF - JAIL/DISPATCH	M & H Appliance	279.99	43" TV for Jail
SHERIFF - JAIL/DISPATCH	Michael Keller, Ph.D., L.P.	650.00	Psych Evaluation for New Employee - Dispatch
SHERIFF - JAIL/DISPATCH	Stellar Services	86.83	Canteen 6/5/23
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	4,041.83	Inmate Meals 5/27- 6/2
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	4,030.06	Inmate Meals 6/3 - 6/9
		<u>30,969.01</u>	
STATE FISCAL RECOVERY ARP	VC3	2,975.00	365 Migration
		<u>2,975.00</u>	
UNALLOCATED	Kanabec Publications	218.16	Public Notice for Impassable Rd Hearing & County Board Minutes 4/18
		<u>218.16</u>	
70 Claims Totaling:		<u><u>\$ 112,898.18</u></u>	

Agenda Item #3b
Regular Bills - Road & Bridge
Bills to be approved: 6/20/23

Vendor	Amount	Purpose
A & E Cleaning Services	1,340.00	Office cleaning
Central McGowan	170.97	Shop supplies
Glens Tire	834.76	Tire repair
Gopher State One-Call	41.85	Locates
Grainger	98.40	Repair parts
Kanabec County Highway Dept	84.60	Petty cash, postage
Kanabec Publications	205.00	Ads
Kwik Trip	42.41	Fuel
Lake Superior College	1,075.00	Training
Marco	330.89	Printer fee
Martin Marietta	603.76	Bitumous
Nuss Truck	376.45	Repair parts
ODP	308.42	Office supplies
Power Plan	851.10	Repair parts
Trueman Welters	544.00	Repair parts
USIC Locating	100.00	Locates
Vault Health	61.16	Drug testing
Widseth Smith Nolting	5,760.00	Professional Engineering
Wiacom	675.30	GPS

19 Claims Totaling: \$ 13,504.07

Agenda Item #4

June 20, 2023

REQUEST FOR BOARD ACTION

a. Subject: Gambling Request	b. Originating Department/Organization/Person: Ann Lake Watershed Alliance
c. Estimated time: 2 Minutes	d. Presenter(s): None

e. Board action requested: Approve the following resolutions:

Resolution #__ – 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.

f. Background:

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

Date received in County Coordinators Office:	6/12/23
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Coordinators Comments:

LG240B Application to Conduct Excluded Bingo**No Fee**11/17
Page 1 of 2**ORGANIZATION INFORMATION**

Organization Name: Ann Lake Watershed Alliance Previous Gambling Permit Number: _____

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 41-1441738

Mailing Address: PO Box 1

City: Ogilvie State: MN Zip: 56358 County: Kanabec

Name of Chief Executive Officer (CEO): Sharon Smith

CEO Daytime Phone: 763-291-4197 CEO Email: sharon.smith@charter.net
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): walt.smith@charter.net

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of at least 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.)

- ☒ **Current calendar year Certificate of Good Standing**
Don't have a copy? This certificate must be obtained each year 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
- ☐ **Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**
Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.
- ☐ **Internal Revenue Service-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.

EXCLUDED BINGO ACTIVITYHas your organization held a bingo event in the current calendar year? ☐ Yes ☒ No

If yes, list the dates when bingo was conducted: _____

The proposed bingo event will be:

☒ one of four or fewer bingo events held this year. Dates: August 20, 2023 & November 19, 2023**-OR-**☐ conducted on up to 12 consecutive days in connection with a:

☐ county fair Dates: _____

☐ civic celebration Dates: _____

☐ Minnesota State Fair Dates: _____

Person in charge of bingo event: Sharon Smith Daytime Phone: 763-291-4197Name of premises where bingo will be conducted: Firepit Bar & GrillPremises street address: 1434 Ann Lake RdCity: Ogilvie If township, township name: _____ County: Kanabec

LG240B Application to Conduct Excluded Bingo

11/17
Page 2 of 2

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

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p>On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; margin-top: 20px; text-align: center;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p>On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature: Sharon L. Smith Date: 6/8/2023
(Signature must be CEO's signature; designee may not sign)

Print Name: Sharon L. Smith

MAIL OR FAX APPLICATION & ATTACHMENTS

Mail or fax application and a copy of your proof of nonprofit status to:

Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

Questions?

Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. 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.

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

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.

An equal opportunity employer

Office of the Minnesota Secretary of State
Minnesota Nonprofit Corporation/Annual Renewal
Minnesota Statutes, Section 5.34



Annual Renewal Year: 2023

Annual Renewal Filing Date: 1/17/2023

Nonprofit Corporation Name: Ann Lake Watershed Alliance

Original Filing Number: G-1020

Home Jurisdiction: Minnesota

Filing Party Information:

Party Type:	Name:	Address:
President	Sharon L Smith	PO Box 1 Ogilvie MN 56358
Registered Office Address		1434 Ann Lake Rd Ogilvie MN 56358



Work Item 1367682000026
Original File Number G-1020

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
01/17/2023 11:59 PM

Steve Simon

Steve Simon
Secretary of State

Agenda Item #5

June 20, 2023

REQUEST FOR BOARD ACTION

a. Subject: PERA resolution	b. Origination: County Coordinator
c. Estimated time: 2 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Approve the following resolution:

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.

f. Background:

Per state statute 353.64, a public entity has a choice of whether to provide PERA retirement benefits to part time Deputies. We currently offer PERA retirement to part time Deputies and we would like to continue to offer PERA retirement benefits to our newly hired part time Deputies.

In order to do this the statutes states the entity may adopt a resolution stating the employee should be covered by the PERA Police and Fire plan. Once approved the resolution will be provided to PERA each time a new part time deputy is hired.

This resolution needs to be approved each year.

Statute attached.

Supporting Documents: None Attached: ☒

Date Received in County Coordinator's Office:

N/A

353.64 MEMBERSHIP; QUALIFICATIONS; POLICE OFFICER, FIREFIGHTER.

Subdivision 1.Police and fire plan membership; mandatory.

A governmental subdivision must report a public employee for membership in the police and fire plan if the employee is employed full time as specified in clause (1), (2), or (3):

(1) a full-time police officer or a person in charge of a designated police or sheriff's department, who by virtue of that employment is required by the employing governmental subdivision to be and is licensed by the Minnesota peace officer standards and training board under sections [626.84](#) to [626.863](#), who is charged with the prevention and detection of crime, who has the full power of arrest, who is assigned to a designated police or sheriff's department, and whose primary job is the enforcement of the general criminal laws of the state;

(2) a full-time firefighter or a person in charge of a designated fire company or companies who is engaged in the hazards of firefighting; or

(3) a full-time police officer or firefighter meeting all requirements of clause (1) or (2), as applicable, who as part of the employment position is periodically assigned to employment duties in the same department that are not within the scope of this subdivision.

An individual to which clause (3) applies must contribute as a member of the police and fire plan for both the primary and secondary services that are provided to the employing governmental subdivision.

Subd. 1a. Police and fire plan; other members.

(a) A person who was employed by a governmental subdivision as a police officer and was a member of the police and fire plan on July 1, 1978, by virtue of being a police officer as defined by this section on that date, and if employed by the same governmental subdivision in a position in the same department in which the person was employed on that date, continues to be a member of the plan, whether or not that person has the power of arrest by warrant and is licensed by the Peace Officers Standards and Training Board after that date.

(b) A person who was employed as a correctional officer by Rice county before July 1, 1998, for the duration of employment in the correctional position held on July 1, 1998, continues to be a member of the public employees police and fire plan, whether or not the person has the power of arrest by warrant and is licensed by the Peace Officers Standards and Training Board after that date.

§

Subd. 2.Police and fire fund membership; part-time employment coverage option.

(a) The governing body of a governmental subdivision may adopt a resolution, subject to requirements specified in paragraph (b), declaring that a public employee employed in a position on a part-time basis by that governmental subdivision is covered by the police and fire plan for that employment.

(b) If the public employee's position is related to police service, the resolution is valid if the conditions specified in paragraph (c) are met. If the public employee's position is related to fire service, the resolution is valid if the conditions specified in paragraph (d) are met. If the public employee in the applicable position is periodically assigned to employment duties not within the scope of this subdivision, the resolution is considered valid if the governing body of the governmental subdivision declares that the public employee's position, for primary services provided, satisfies all of the requirements of subdivision 1, clause (3), other than the requirement of full-time employment.

(c) For the governing body of the governmental subdivision to declare a position to be that of a police officer, the duties and qualifications of the person so employed must, at a minimum, satisfy all of the requirements of subdivision 1, clause (1), other than the requirement of full-time employment.

Agenda Item #6

June 20, 2023

REQUEST FOR BOARD ACTION

a. Subject: Consider Request for Approval of the Revised Agreement Between the Minnesota Department of Revenue and Kanabec County for Collection of a Local Transit Sales and Use Tax	b. Origination: MN Department of Revenue
c. Estimated time: 5-10 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Resolution #__-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.

f. Background:

The Local Transit Sales and Use Tax was implemented in Kanabec County in January 2020. The initial agreement provided for the Department of Revenue to provide two payments per month (estimated and final). The Department of Revenue is changing their system to provide one payment per month, which includes their fee deduction, approximately 40 days of the close of each month beginning in January 2024.

Supporting Documents: None: Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:



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

Introduction

This agreement concerns administration of local taxes identified below:

- Kanabec County transit sales tax
- Kanabec County transit use tax

Laws of Minnesota Statute 297A.993 authorize the above taxes. The taxes are imposed by Kanabec County Resolution dated October 9, 2019.

Administration, collection and enforcement

The Department of Revenue (department) will administer, collect, and enforce the Kanabec County taxes identified in the introduction, as authorized under:

- Minnesota Statutes, section(s) 297A.99, and
- any other governing laws or statutes identified in the introduction

The administration, collection, and enforcement process will follow:

- Minnesota Statutes, Chapters 297A, 289A, and 270C
- Minnesota rules Chapter 8130, and
- Administrative procedures

Local tax administration also includes processing refunds, litigation, and authority to enter into settlement agreements on behalf of Kanabec County. If the local tax revenues collected are not sufficient to cover actions taken, Kanabec County must provide the department with sufficient funding to process all adjustments.

Kanabec County agrees to update the resolution listed above as needed to remain consistent with current language and definitions used in the governing Minnesota Statutes. Kanabec County further agrees to take corrective action within 90 days if notified by the department of required resolution language changes. The department will not enforce or engage in compliance activities for local taxes administered by the department if any portion of Kanabec County's resolution is not consistent with the governing Minnesota statutes. Local special taxes imposed before 2010 are not subject to this limitation.

Registration of vendors

The department is responsible for notifying vendors that are registered for state sales and use tax of their obligations to collect and remit Kanabec County taxes covered by this agreement. The department is also responsible for informing newly registered businesses of their obligations to collect and remit Kanabec County sales and use taxes covered by this agreement.

Accounts registered for state sales and use tax who have a ZIP Code in the Kanabec County tax jurisdiction will be registered for the Kanabec County taxes by the department. We will mail an informational notice of registration to these businesses.

Outreach and education

The department will register and notify all vendors that are currently registered for state sales and use tax and the general public about the Kanabec County taxes by posting a notice on the department's website (www.revenue.state.mn.us). Other notifications will be made at the time of registration, through the department's website.

Kanabec County acknowledges that there is no cost-effective way to identify specific vendors located outside the Kanabec County taxing jurisdiction who are required to be registered for Kanabec County taxes. Identification of these vendors will be voluntary by vendor response to general notifications by the department and through other contacts that the vendor has with the department or the Streamlined Sales Tax Governing Board's (SSTGB) central registration system.

Publicity

If Kanabec County maintains an official website, it will display (on its main web page) a link to a notice that residents and businesses may reference for more information about the local taxes. Kanabec County will briefly describe the taxes and provide a link to the department's website (www.revenue.state.mn.us). Also state in the description that local use taxes on purchases of goods and services made outside of the political subdivision that are used in the political subdivision, are subject to local use taxes.

Local governments that bill residents and businesses for utilities must include a notice of the local taxes at least once per year. The notice must include a brief description of both the local sales and use taxes, and reference the department's website link.

Returns and remittance

Vendors will collect and remit Kanabec County taxes covered by this agreement as part of their Minnesota sales and use tax returns, which include simplified electronic returns (SER's) authorized by the SSTGB. Revenues collected by the department are deposited in the State Treasury and credited to a special account. The department will draw from this account to recover department costs as provided in this agreement, and to transmit collections to Kanabec County. Kanabec County will accrue no interest on this amount.

Transmittal of tax

The department will transmit the taxes reported on returns monthly through the automatic clearinghouse system.

For each month of collection related to July through December 2023, the department will continue to make two transmittals. The first will be transmitted approximately five business days after month end. The second transmittal will be sent approximately 40 days after month end. The second transmission will reflect any adjustments made for refunds issued by the department for tax reported in error. The department retains, from the second monthly payment, a fee for administering, collecting, and enforcing the Kanabec County taxes as provided in this agreement. The department sends notification each month to the contact person showing the breakdown of the month's collections and administrative fees deducted.

For each month of collection beginning January 1, 2024, the department will transmit taxes reported for that month in one monthly payment. The transmittal will be sent approximately 40 days after month end. The department retains a fee for administering, collecting, and enforcing the Kanabec County taxes as provided in this agreement. The department sends notification each month to Kanabec County with the month's sales and use tax collections and the administrative fees deducted. See the calendar examples below.

Reports

Upon request, the department will provide Kanabec County with a report showing information about taxpayers and the amount of taxes remitted. This report can be requested once per year at no additional cost. Kanabec County must submit a written request via email or US mail. The department will consider requests for more frequent reports for an additional administrative fee.

Disclosure

Kanabec County understands that any local sales and use tax account information given to it by the department is subject to the classification and disclosure provisions in Minnesota Statutes, chapters 13 and 270B. Pursuant to Minnesota Statutes, section 270B.12, subdivision 2, such information can only be used to the extent necessary to administer the local sales or use tax.

The department will provide disclosure training materials to Kanabec County's designated representative. Kanabec County must train any employees with a business need to access not public Minnesota sales and use tax information provided by the department. All employees who have a business reason to access not public tax information must complete the required training annually. New employees and other users who did not previously have a business reason to access not public tax information must complete the training before they may be granted access it.

Kanabec County must update its disclosure authorization form by December 31 of each year, providing a list of all personnel who are trained and authorized to view not public Minnesota sales and use tax information. If an authorized employee or official no longer needs access to tax information due to a change of duties, separation from employment, or any other reason, it is Kanabec County's obligation to instruct the department's local tax liaison to terminate access rights for that individual by the start of the next calendar quarter.

Failure to conduct the required disclosure trainings or update the user access list as described above will result in the department suspending Kanabec County's access to not public Minnesota sales and use tax information until such training is completed.

Inspection of records and audit information

The department will allow Kanabec County to inspect and audit all data, records, and other information relating to its local sales or use tax, the cost of collecting the tax, and the performance by the department under this agreement. Kanabec County will submit any requests to inspect the sales or use tax data to the department in writing, as prescribed by the department.

Reimbursement of costs

- The department will review its own direct and indirect costs for administering, collecting, and enforcing local taxes as needed and adjust costs accordingly. If changes are required, the department will notify Kanabec County of the estimated cost for administering, collecting, and auditing the local taxes at least 180 days prior to when the change will be implemented.

For each month of collection related to July through December 2023, the following calculation of reimbursement for administrative costs will continue to apply.

All local jurisdictions share in the cost of local tax administration. The calculations are based on the share of total revenues and total tax lines reported on Minnesota sales and use tax returns for each local area. The department weights each jurisdiction's percentage of revenue by one third and their percentage of tax lines by two thirds to compute their monthly percentage of total administrative costs.

Example:

Assume monthly totals for all Local Sales Taxes:

Total Tax revenues	\$20,000,000.00
Total Tax lines on returns	90,000.00
Total Administrative costs	\$200,000.00

If Local Tax A has revenues of \$1,600,000.00 (8% of the total) and 9,000 tax lines (10% of the total) their share of monthly expenses would be 9.34% or \$18,680.00, which represents approximately 1.17% of their monthly revenues. The following is how the 9.34% was calculated:

$$\begin{aligned} 8\% \times 1/3 &= 2.67\% \\ 10\% \times 2/3 &= 6.67\% \\ &9.34\% \end{aligned}$$

For each month of collection beginning January 1, 2024, the following calculation of reimbursement for administrative costs will apply.

Minnesota Statutes, section 297A.99, subdivision 11 states the Department shall deduct the direct and indirect costs to administer local taxes. Kanabec County will pay a flat rate of 1.35% of sales taxes collected to cover the administration, collection, and auditing of local sales taxes.

Any changes required to balance costs and fees will be communicated according to the notification schedule noted above. Any shortfalls or reserves will be managed across years to the extent possible.

Termination of a local tax

The department will provide a report to Kanabec County after the last month that the tax is in effect. The report will indicate the total amount of Kanabec County taxes, corresponding adjustments made, prior month corrections, and administrative fees retained. In addition, when a tax ends, the department will work with Kanabec County to determine a reserve amount the department will retain which will be used as a fund to make adjustments or refunds. Please see the Responsibilities section below for more details. The portion of this fund not used for refunds or adjustments will be transmitted to Kanabec County at the close of the period of limitations. The account remains open for a period equal to the statute of limitations provided in Minnesota Statutes, section 289A.40, for sales and use tax returns. The account will be reconciled and Kanabec County will be notified of the final settlement.

Responsibilities

When the boundary limits for Kanabec County change, it is the responsibility of Kanabec County to notify and provide the department with the updated boundary information. The department will only update the rate calculator and ZIP Code guide upon receiving this information. Minnesota Statute requires that the department notify vendors of their tax obligations when boundaries change. Vendors not notified will be relieved of liability until notification occurs. The department will not engage in compliance activities for vendors in the new boundary area who have not been formally notified of the change.

If Kanabec County updates or amends the county resolution relating to the Kanabec County tax covered by this agreement, Kanabec County must provide a draft of the changes to the department for review before it is made final. The department will review the changes to ensure compliance with governing statutes. Kanabec County will then provide the department with a signed copy of the revised or amended resolution.

Kanabec County must provide the department with current contact information annually and advise when any changes occur. This includes, but is not limited to, the contact person, phone number, address, and email.

Kanabec County will notify the department prior to the 90-day notification requirement for when the tax will end. The department will work with Kanabec County to project an estimated amount to retain for the reserve fund. This amount retained will allow for adjustments and refunds as mentioned in the "Termination of local tax" section. In the event the Department does not retain enough revenues to cover any adjustments once the tax ends, a bill will be sent for the outstanding amount. See Minnesota Statutes, section 297A.99, subdivision 9.

Effective date

This agreement is effective the day following imposition of the tax and supersedes any previous agreement.

Modifications

Any portion of this agreement may be modified. Modifications must be in writing and signed by the Commissioner of Revenue and an authorized representative of Kanabec County.

Minnesota Department of Revenue

Signature: _____

Paul Marquart

Commissioner of Revenue

Date: _____

Kanabec County Representative

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Agenda Item #7

June 20, 2023

REQUEST FOR BOARD ACTION

a. Subject: Consider Approval of Revised Policy P-111 Phased Retirement Option	b. Origination: Coordinator's Office
c. Estimated time: 5-10 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Approve updates and revisions to Policy P-111 Phased Retirement Option.

Resolution #____ - 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.

f. Background:

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

Phased Retirement Option Policy

I. POLICY STATEMENT

Legislation passed in 2009 and updated in 2020 allows PERA coordinated and or basic general retirement plan members age 62 and over the option to begin receiving a PERA pension without formally resigning under a Phased Retirement Option (PRO) while continuing public employment per MN Statute 353.371. The Kanabec County Board of Commissioners supports and permits will consider the offer of this benefit to qualifying Kanabec County employees on a case by case basis.

II. REQUIREMENTS

The Kanabec County Board of Commissioners has sole discretion on offering the phased retirement option to an employee.

A. Member qualifications. To qualify, a member must:

1. Participate in PERA's coordinated or basic fund at the time of employment termination;
2. Have worked at least 1,044 hours per year for Kanabec County for the past five years in a position covered by the general employees retirement plan; and
3. Are at least age 62 and met the age and service requirements necessary to receive a retirement annuity from PERA at the time they terminate general PERA-covered employment; and
4. Satisfy the requirements for the commencement of the retirement annuity in the month following termination of general PERA-covered employment; and
4. ~~The employee must terminate employment no later than June 30, 2019 (current retirees are ineligible).~~
5. Not be an elected County official.

B. Agreement provisions. The PRO agreement must:

1. Not exceed one year, but can be renewed for periods of up to a year for a total of five years. Kanabec County is under no obligation to renew a PRO agreement.
2. Be for the same position in the same political subdivision that the member held before the member's termination of PERA membership; and

3. Include a schedule of work hours **must be** reduced by at least 25% from the individual's pre-retirement work schedule; and
4. Cannot exceed 1,044 work hours per year; and
5. Be in writing to the employee by the County; and
6. Be sent to the PERA executive director before the employee's termination of PERA membership.

C. **Service Credit.** The re-hired employee does not pay PERA employee contributions nor does the County pay any employer contributions. The re-hired employee does not accrue additional PERA service credit during PRO and the re-employment earnings have no impact on the employee's "high five" years of PERA service.

D. **Reporting.** The County shall report to PERA the salary earned by an employee in a phased retirement position. The report must include the number of compensated hours the employee worked and must be made on a pay period basis in a manner prescribed by the executive director. Reports must be submitted no later than 14 calendar days following the last day of each pay period.

E. **Approval Process.** An employee interested in a PRO should first ~~talk~~ discuss the option with ~~to their~~ his or her supervisor/**department head**. ~~In turn, the supervisor/department head should consider allowing an eligible employee to return to employment as a participant of this program.~~

~~As each employee expresses interest in the Phased Retirement Option, Supervisors and department heads~~ **managers** must determine whether rehiring the individual (to the same ~~—or to a different—~~ position) **makes good business sense is a sound operational decision.** The department head will present the County Board with a request prepared in conjunction with the Personnel Director that includes:

1. A staffing analysis showing how the department will accommodate the reduced hours, and
2. A financial analysis, **and**
3. A plan for duration and position succession.

The County Board will determine whether or not to approve a PRO **agreement** on a case-by-case basis.

F. Termination and subsequent employment.

1. Upon termination of employment under a phased retirement agreement, the County and employee must inform the executive director, in a manner prescribed by the executive director, of the

effective date of the employee's termination of public service. The termination from public service must meet the termination and length of separation requirements under section [353.01, subdivisions 11a](#) and 28.

2. If a person previously employed under a phased retirement agreement subsequently accepts employment with any other governmental subdivision, the person may not earn allowable service in the general employees retirement plan of the Public Employees Retirement Association, no employer contributions or payroll deductions for the retirement fund may be made, and the provisions of section [353.37](#) apply to the subsequent employment.

G. Termination upon excess hours worked. If an employee works more hours under a phased retirement agreement than is permitted under section B., then, effective on the first of the month following the date on which the permitted number of hours was exceeded:

1. the phased retirement agreement is terminated; and
2. the employee's retirement annuity is suspended until the employee meets the termination and length of service requirement in section [353.01, subdivisions 11a](#) and 28.

353.371 POSTRETIREMENT OPTION.

Subdivision 1. **Eligibility.** This section applies to a basic or coordinated member of the general employees retirement plan of the Public Employees Retirement Association who:

(1) for at least the five years immediately preceding separation under clause (2), was regularly scheduled to work 1,044 or more hours per year in a position covered by the general employees retirement plan of the Public Employees Retirement Association not including positions that are elected offices;

(2) has a termination of membership as defined under section 353.01, subdivision 11b;

(3) at the time of termination under clause (2), was at least age 62 and met the age and service requirements necessary to receive a retirement annuity from the plan and satisfied requirements for the commencement of the retirement annuity in the month following termination;

(4) accepts a phased retirement agreement to continue employment in the same position with the same governmental subdivision that the member held before the date of the member's termination of membership and to work a reduced schedule that is both:

(i) a reduction of at least 25 percent from the employee's number of previously regularly scheduled work hours per pay period; and

(ii) 1,044 hours per year or less in public service; and

(5) is not eligible for participation in the state employee postretirement option program under section 43A.346.

Subd. 2. **Termination and annuity reduction requirements not applicable.** Notwithstanding sections 353.29 and 353.30, an employee covered by a phased retirement agreement need not have a termination of public service to be eligible for a retirement annuity. The provisions of section 353.37 governing annuities of reemployed annuitants do not apply to employment under a phased retirement agreement.

Subd. 3. **Governmental subdivision discretion.** The governmental subdivision has sole discretion to determine if and the extent to which a phased retirement position under this section is available to an employee. Any offer of such a position must be made in writing to the employee by the governmental subdivision in a manner prescribed by the executive director.

Subd. 4. **Duration.** The term of employment under a phased retirement agreement must not exceed five years. If the term of a phased retirement agreement is less than five years, the agreement may be renewed for a period not to exceed a combined total of five years. The governmental subdivision has sole discretion to determine if a phased retirement agreement will be renewed, renewed with modifications, or terminated.

Subd. 5. **Copy to fund.** The governmental subdivision shall provide the executive director with documentation, as prescribed by the executive director, of the terms of any agreement entered into with an employee who accepts continuing employment with the governmental subdivision under the terms of this section. The documentation must be provided before the employee's termination of membership.

Subd. 6. **No service credit.** (a) Notwithstanding any law to the contrary, a person may not earn allowable service in the general employees retirement plan of the Public Employees Retirement Association for employment covered under this section, and employer contributions and payroll deductions for the retirement fund must not be made based on earnings of a person working under an agreement covered by this section. No change may be made to a monthly annuity or retirement allowance based on employment under this section.

(b) The governmental subdivision shall report to the executive director the salary earned by an employee in a phased retirement position. The report must include the number of compensated hours the employee worked and must be made on a pay period basis in a manner prescribed by the executive director. Reports must be submitted no later than 14 calendar days following the last day of each pay period.

Subd. 7. **Termination and subsequent employment.** (a) Upon termination of employment under a phased retirement agreement, the governmental subdivision and employee must inform the executive director, in a manner prescribed by the executive director, of the effective date of the employee's termination of public service. The termination from public service must meet the termination and length of separation requirements under section 353.01, subdivisions 11a and 28.

(b) If a person previously employed under a phased retirement agreement subsequently accepts employment with any other governmental subdivision, the person may not earn allowable service in the general employees retirement plan of the Public Employees Retirement Association, no employer contributions or payroll deductions for the retirement fund may be made, and the provisions of section 353.37 apply to the subsequent employment.

Subd. 8. MS 2018 [Repealed, 1Sp2019 c 8 art 2 s 13]

Subd. 9. **Termination upon excess hours worked.** If an employee works more hours under a phased retirement agreement than is permitted under subdivision 1, paragraph (a), clause (4), then, effective on the first of the month following the date on which the permitted number of hours was exceeded:

- (1) the phased retirement agreement is terminated; and
- (2) the employee's retirement annuity is suspended until the employee meets the termination and length of service requirement in section 353.01, subdivisions 11a and 28.

History: 2009 c 169 art 5 s 2; 2010 c 359 art 5 s 12,27; 2014 c 296 art 13 s 13,25; 1Sp2019 c 8 art 2 s 4-10; 2020 c 108 art 6 s 9-11

The Phased Retirement program creates a flexible environment where members can transition into retirement, and employers can provide the necessary knowledge transfer. If you are age 62 or older, you may be eligible to participate in the Phased Retirement Option (PRO) and start your PERA retirement benefit without terminating your public service position.

IT IS UP TO YOUR EMPLOYER

Participating in the PRO is at the discretion of your employer and may not be available to all Coordinated and Basic members. Contact your employer for more information. In addition, you should investigate if a reduction of hours may impact other employee benefits.

PRO REQUIREMENTS

- Active Coordinated or Basic member, not an elected official
- Age 62 or older
- Must hold same position with same employer last active with
- Immediately eligible for a retirement annuity from the General Plan (Coordinated or Basic members)
- Worked at least 1,044 hours in each of the five preceding years in a position covered by PERA that you intend to go PRO
- You must agree to reduce your regular schedule by 25 percent in each pay period under the PRO and may not work over 1,044 hours in a one year period
- Not a current PERA benefit recipient
- Not eligible for the state employee Post-Retirement Option program under minn. Stat. §43A.346

BENEFITS OF THE PRO

- **PERA's termination requirements are waived for your PRO.** You will receive a PERA retirement monthly benefit without terminating your public service position. If you are active in other public service, however, you must follow PERA's termination requirements for these positions to receive your PERA retirement benefit.
- **No member and employer contributions to PERA.** You will no longer contribute to PERA for the employment under the PRO. Since you are receiving your retirement benefit, there is no accrual of service credit or adjustment of the high-five salary for your service under the PRO.
- **No annual earnings limits while working under the PRO agreement.** Your position covered under the PRO will not be subject to PERA's post-retirement earnings limits.

THE PRO PROCESS

- 1 Contact your employer.** The PRO agreement must be with your same employer, and it is the discretion of your employer to offer the PRO to you.
- 2 Apply for the PRO and retirement benefit.** PERA must receive the PRO agreement before the PRO begins. The PRO agreement replaces the *Verification of Termination* form. All other PERA benefit and application requirements must be met. Your retirement benefit will begin approximately the same time as the PRO employment period.
- 3 During the PRO.** The maximum length of the PRO is five years. You must reduce your regular schedule by 25 percent in each pay period and may not work over 1,044 hours in a one year period during the PRO. Your employer will report your earnings and hours to PERA while working under the PRO.
- 4 End of the PRO agreement.** After completing the PRO, you must terminate your position covered under the PRO. You must have no written/verbal agreement prior to termination of employment to provide services to any public employer as an employee, independent contractor or an employee of an independent contractor for 30 days. Public employment includes service to any governmental employer in Minnesota—e.g. school districts, cities, counties, townships, and state.

COMBINED SERVICE ANNUITY

Please contact a PERA representative if you have service with another Minnesota public pension fund and are considering a PERA Phased Retirement program or the other fund's Phased Retirement Program.



Your PERA monthly benefit will be suspended if the allowed hours in a pay period or the maximum hours per year are exceeded. The benefit will not be reinstated until all public employment has been terminated, and you have a continuous separation from public employment for 30 days. Please see the PRO agreement for more information.

FREQUENTLY ASKED QUESTIONS (FAQs)

If I enter a PRO agreement, when does my retirement benefit begin?

Both the PRO agreement and the retirement application materials must be sent to PERA together. Your PERA retirement benefit cannot be deferred while you are employed under the PRO. Your employer will enter the starting date of the PRO employment period on the PRO agreement. Therefore:

- If the PRO employment period starts on the 1st of the month, then your benefit effective date will also be the 1st of the month (same date).
- If the PRO employment period starts on any other day of the month, then your benefit effective date will be the 1st of the following month.

When I enter into and begin my PRO agreement, can I take a position with my current employer that is different than my current position?

No. You must remain in your current position.

Can a PERA-covered employer other than my current employer offer me a PRO agreement?

No. The PRO agreement must be entered with your same, current PERA covered employer prior to any termination of employment.

Can I work full-time for a certain period and then not work at all for the remainder of a year covered by a PRO agreement?

No. You must reduce your regularly scheduled hours of work by at least 25% per pay period and not exceed 1,044 hours for the PRO agreement one year period.

- Example 1: if you were scheduled to work 80 hours per pay period prior to the PRO, you may work 40 hours per pay period for the PRO one year agreement.
- Example 2: if you were scheduled to work 80 hours per pay period prior to the PRO, you may not work more than 60 hours in any pay period covered by the PRO for the first 6 months and not work more than 20 hours in any pay period for the remaining 6 months (as you may not work more than 1,044 total hours for the year).

If my employer allows me to accrue vacation, sick and holiday leave while working under the PRO, will the hours associated with the leave pay, when taken, count towards the maximum number of hours I may work under the PRO?

Yes. The hours you take off from work, for which you receive pay, will count towards the maximum number of hours you may work under the PRO agreement.

If I currently have employment in more than one position covered by PERA membership and want to continue working for these employers, do I have to enter a PRO with each PERA-covered employer?

Yes, if you wish to continue employment for each position. To participate under the PRO agreement and also start your PERA pension, you must either:

- Enter a PRO agreement for each position you intend to maintain during the PRO agreement. However, you must reduce each position by at least 25% and total work hours combined under all PRO agreements must not exceed 1,044 hours.
- Terminate the employment not covered by a PRO agreement and remain out of that employment for at least 30 days with no agreement to return.

Will I be eligible for disability benefits from PERA if I become disabled while working under a PRO agreement?

No. By accepting/receiving a retirement benefit, you are no longer eligible for PERA disability benefits.



Public Employees Retirement Association
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06.15.21

Agenda Item #8

June 20, 2023

REQUEST FOR BOARD ACTION

Subject: a. Consider Request for Approval to Hire Persons Aged 16 or 17 to Perform Seasonal Lawn Care Duties b. Consider Request for Approval of Seasonal Lawn Care Worker Job Description and Physical Analysis	b. Origination: Public Works and Human Resources
c. Estimated time: 5-10 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Item a.

Resolution #____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.

Item b. Approve the job description and physical analysis for the Seasonal Lawn Care Worker

Resolution # ____ 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.

f. Background:

The County has had limited response to the job posting for the Seasonal Highway Worker. HR worked with Public Works to consider alternative ideas to fill the lawn care component of the position.

MN Statute 181A.116 allow for persons age 16 and older to operate lawn care equipment for a municipality.

The County's Risk Management Consultant at MCIT confirmed there are no prohibitions or coverage exclusions regarding employing persons under 18 for legal, authorized work.

County Attorney McFadden was also consulted and did not see any legal issues as long as the employee will performing work within the confines of the DOLI restrictions.

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

Date received in County Coordinators Office:

Coordinators Comments:

181A.116 OPERATION OF LAWN CARE EQUIPMENT.

(a) Notwithstanding section 181A.04, subdivision 5, minors of at least 16 years of age may be employed to operate lawn care equipment. For the purposes of this section, "lawn care equipment" means lawn trimmers, weed cutters, and machines designed to cut grass and weeds that meet safety specifications of the American National Standards Institute/Outdoor Power Equipment Institute's (ANSI/OPEI) B71.1 2017 definition of pedestrian-controlled mowers and ride-on mowers.

(b) A 16- or 17-year-old employed under this section must:

(1) prior to operating lawn care equipment, be trained in the safe operation of each type of lawn care equipment listed in paragraph (a) to be operated by the 16- or 17-year-old; and

(2) wear personal protective equipment, including, but not limited to, safety glasses, hearing protection, gloves, safety vest, and work boots, as necessary, at all times when operating the lawn care equipment listed in paragraph (a).

(c) An employer employing a 16- or 17-year-old under this section shall:

(1) ensure that lawn care equipment operators that are ages 16 or 17 follow all safety rules and instructions provided in the equipment's operator manual, including prohibiting the operation of lawn care equipment on a slope greater than is recommended by the operator's manual; and

(2) ensure required safety equipment is in place and operational on all lawn care equipment, including roll-over protection, seat belts, operator presence control systems, interlocks, guards, and shields.

(d) The exception under this section allowing minors 16 and 17 years of age to be employed to operate lawn care equipment is limited to the following:

(1) minors who are directly employed by a golf course, resort, or municipality to perform lawn care on golf courses, resort grounds, and municipal grounds; and

(2) minors who are directly employed by a rental property owner and the minor performs lawn care on the owner's rental property.

History: 2020 c 98 s 2

Kanabec County Position Description

Seasonal Lawn Care Worker

Exemption Status: Non-Exempt

Date: June 20, 2023

Department: Highway

Board Approval: PENDING

Job Specifications	
FACTOR	LEVEL
Education:	High School
Experience:	None Required
Other:	Must be age 16 or older (Minnesota Statute 181A.116)
Supervision given to:	None
Supervision received from:	Assistant Engineer/Maintenance Foreman

Job Summary

The seasonal Lawn Care Worker is responsible for lawn care on County property as directed.

Job Duties

1. Completes orientation and safety training with County staff on proper inspection and use of lawn mowers, weed trimmers, and all other lawn care equipment; as well proper use of personal protective gear and equipment.
2. Reports to Supervisor on a daily basis for direction and job assignments. Communicates with Supervisor about questions or problems related to work assignments.
3. Reports to work with regular and reliable attendance and punctuality.
4. Wears all personal protective equipment and operates equipment as directed and per safety standards.
5. Performs lawn care duties as assigned.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Position: Seasonal Lawn Care Worker
Department: Highway

Supplement – Physical Effort & Working Conditions

INDICATE FREQUENCY (HOW OFTEN), WHAT THE REASON FOR THE ACTIVITY IS AND ANY LIMITATIONS ON FREQUENCY, WEIGHT, HEIGHT, ETC.

<i>Frequency</i>	<i>Letter Code</i>	<i>Defined as</i>
Never	N	14.
Seldom	S	Up to 1 hour per day
Occasionally	O	1 to 2 hours per day
Frequently	F	2 to 5 hours per day
Continuously	C	6 or more hours per day

PHYSICAL EFFORT FREQUENCY DESCRIPTION, REASON FOR, LIMITS

Stand	C	
Sit	S	
Walk	C	
Bend/Twist	F	
Push	F	
Pull	F	
Climb (stairs, ladders)	O	
Reach	O	
Lift	F	Up to <u> 50 </u> pounds
Carry	F	Up to <u> 50 </u> pounds
Grasp/Grip	O	
Repetitive Motions	O	
Kneel/Crawl	S	
Run	S	
Jump	S	
Rapid work speed	O	
Filing	S	
Finger movement	S	
Keyboard use	S	
Close vision	O	

Color vision	O	
Depth perception	C	
Far vision	F	
Hear	C	
Talk	C	
Smell	N	
Touch	C	
Other:		

16.

WORKING CONDITIONS/

EXPOSURES

FREQUENCY

DESCRIPTION, REASON FOR, LIMITS

Heat	C	Summer work outdoors
Cold	O	
Temperature changes	C	
Dampness	C	
Humidity	C	
Wet environment	O	
Work outdoors	C	
Noise	F	Lawn mower, weed whip
Vibration	F	Lawn mower, weed whip
Heights	S	
Confined spaces	N	
Moving objects	S	Exposure to moving vehicles in parking lots
Solvents	S	
Acids, corrosives	N	
Other chemicals	S	
Dust	O	
Dirt	O	
Fumes/Vapors/Mists	O	Fueling equipment
Gases	O	
Office environment	S	
Travel	S	Between sites

Work alone	C	
Work with co-workers	C	
Work with public	O	
Other:	C	Outdoor work- exposure to insects, sun, pollen

SAFETY EQUIPMENT

What safety equipment is required? Safety Vest, Hard Hat (if required area), safety toed shoes or work boots, hearing protection, safety glasses, gloves

Where and when must it be used? At all times when operating lawn care equipment. Additionally, the Safety Vest at all time in traffic. Hard Hat in restricted areas (gravel pits). Safety toed shoes all the time. Hearing protection around loud noise (mowers, weed whips)