



# Kanabec County Board of Commissioners

## Regular Meeting and Truth in Taxation Public Meeting

December 5, 2024 5:00 p.m.

- 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:**

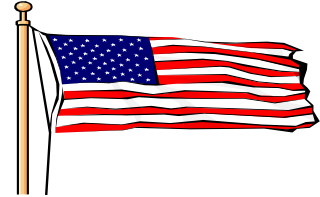
Telephone call-in number for public access: 1-408-418-9388  
Access Code: 2486 220 9653

**Video Meeting link:**

<https://kanabeccounty.webex.com/kanabeccounty/j.php?MTID=m1dd1a8db6cb7e2399021fb570b61a227>

Meeting number: 2486 220 9653

Password: Ak3TcveDu69 (25382833 when dialing from a video system)



**Location:** Kanabec County Courthouse  
Boardroom #164  
317 Maple Avenue East  
Mora, MN 55051

Please use the Maple Ave entrance and parking lot.

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

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

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

- 5:00pm a. Call to Order  
b. Pledge of Allegiance  
c. Agenda approval
- 5:02pm **Public Comment** Telephone call-in number for public access: 1-408-418-9388  
Access Code: 2486 220 9653
- 5:20pm Recess County Board to a time immediately following the Community Health Board  
**Community Health Board**
- 5:40pm East Central Development Partnership representative (formerly GPS 45:93)- Informational presentation
- 6:00pm **Public Meeting- Truth in Taxation**
- Notice of Public Meeting and Truth in Taxation Presentation- Kris McNally, Coordinator
  - Public Input
  - Close Truth in Taxation public meeting
  - County Board additional discussion, if necessary
- 6:30pm Tina VonEschen, Assessor-
- a. Request approval to enter into an agreement with Data Cloud Solutions and to purchase iPads for mobile technology system
  - b. Department update
- 6:45pm Kathy Burski, Community Health Director and Ryan Carda, Environmental Services Supervisor-

a. Review Planning Commission amendment recommendations for Kanabec County Ordinance No. 19- An Ordinance Relating to the Sale, possession and Use of Tobacco, Tobacco Products and Tobacco Related Devices in the County and to Reduce the Illegal Sale, Possession and Use of Such Items to and by Minors

b. Set a public hearing for December 17, 2024 at 9:45am to adopt and enact the proposed amendments to Kanabec County Ordinance No. 19- An Ordinance Relating to the Sale, Possession and Use of Tobacco, Tobacco Products and Tobacco Related Devices in the County and to Reduce the Illegal Sale, Possession and Use of Such Items to and by Minors

6:55pm Kathy Burski, Community Health Director and Ryan Carda, Environmental Services Supervisor-

- a. Review Planning Commission recommendations on the proposed new Kanabec County Ordinance #41- An Ordinance to Regulate Cannabis Businesses within Kanabec County
- b. Set a public hearing for December 17, 2024 at 10:00am to adopt and enact the proposed new Kanabec County Ordinance #41- An Ordinance to Regulate Cannabis Businesses within Kanabec County

7:05pm Brian Smith, Sheriff- Request for approval to enter into an agreement with Axon for Sheriff's Office equipment, storage, and support

7:15pm Chad Gramentz, Public Works Director

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### **Other business to be conducted as time is available:**

1. Minutes- November 19, 2024
2. Paid Bills
3. Regular Bills- Revenue Fund
4. Regular Bills- Road & Bridge Fund
5. SCORE Claims - October
6. Approve the Affordable Housing Committee's Statewide Affordable Housing Aid (SAHA) commitment amount for the Small Cities Development Program grant
7. Commissioner Reports
8. Future Agenda Items
9. CLOSED SESSION: Labor Negotiation Strategy (This portion of the meeting may be closed pursuant to Minnesota Statute §13D.03)
10. Discuss any other matters that may come before the County Board
11. Adjourn

**Kanabec County Community Health Board**  
**AGENDA**  
**Thursday, December 5, 2024**  
**5:20 p.m.**

1. Call meeting to order
2. Agenda Approval page 1
3. Director's Report page 2
  - Staffing
  - Ordinance work
4. Request to hire Nurse/Case Management part-time page 3
  - Action Requested
  - See Attached Resolution
5. Timber Trails Public Transit – ADA Policy/Resolution pages 4-28
  - Action Requested
  - See Attached Resolution
6. Financial Reports pages 29-31
  - see attached pages 32-35
    - Trial Balance
    - Oct 2024 Financial Report
7. Abstract Approval pages 36-44
  - Action Requested
  - See attached Abstract and Vendor List
8. Other Business
9. Adjourn

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

**Staffing (Public Health):**

**Home Health Aide** – We do have a few candidates, but they are looking for full-time which we do not need at this time. We will contact them to see if they would be willing to work part-time.

**Nurse/Case Management** – Has been advertised for two weeks, we had one application. We will post again with “open until filled” with the hopes of attracting additional applicants. We have also had the person who thought moving from full-time to part-time would work but has now let us know that it will not work and she has resigned. I have a request in the Board Packet to fill a part-time position in addition to the approved full-time position.

**Ordinance Work** – The Tobacco Ordinance and the Cannabis Ordinances were both presented to the Planning Commission on November 25<sup>th</sup>. The Commission recommended moving both Ordinances to the Board for passage. Public hearings are scheduled for the December 17<sup>th</sup> Board Meeting.

The Public Health Supervisor and Director attended a meeting of the City of Mora - Planning Commission on Monday, November 18<sup>th</sup>. They discussed a Cannabis Ordinance but tabled it for further discussion, no decisions were made.

**KCCH Replacement of Case Manager**

**WHEREAS**, Kanabec County Community Health has had a staff person request to move from full time status to part time status and has now resigned, and

**WHEREAS**, Community Health has a part-time case manager that has given notice of her retirement in January 2025, and

**WHEREAS**, the Kanabec County Community Health Board approved the hire of a full-time nurse in November, and

**WHEREAS**, the Agency will need to fill a part-time position to maintain services to county residents.

**THEREFORE, BE IT RESOLVED** that the Kanabec County Community Health Board approves the Community Health Director and the Personnel Director posting, interviewing, and hiring a part-time case management position.

**Kanabec County  
Timber Trails Public Transit**

905 East Forest Ave., Suite #127

Mora, MN 55051

Community Health & Transit Director: (320) 679-6438

Operations Supervisor: (320) 364-1352



**AMERICANS WITH DISABILITIES ACT PLAN**

Including policies regarding General ADA Requirements, Reasonable Modifications,  
No Shows, and a Suspension Appeals Process

*for*

**Kanabec County – Timber Trails Public Transit**

**Approved by:**

Kanabec County Board of Commissioners

**Date Approved:**

December 5, 2024

**ADA Contact Information**

Name & Title: Kathy Burski, Community Health and Transit Director

Administration Address: 905 East Forest Avenue Suite 127 – Mora, MN 55051

OR

Operations Address: 300 Industrial Road – Mora, MN 55051

Phone Number: 320-679-6438

Email Address: [Kathryn.burski@co.kanabec.mn.us](mailto:Kathryn.burski@co.kanabec.mn.us)

**Reasonable Modification Contact Information**

Title: Chris Fourness, Operations Manager

## I. Introduction and Purpose

The Americans with Disabilities Act of 1990 (ADA) requires that individuals with disabilities receive the same level of service as non-disabled individuals. Services that are “separate but equal” are not acceptable. Section 504 prohibits discrimination on the basis of disability in any program or activity receiving Federal financial assistance.

This ADA policy is written to establish operating and service guidelines and procedures for the implementation of the requirements of the Americans with Disabilities Act of 1990 (ADA), the U.S. Department of Transportation (U.S. DOT) regulations for implementing ADA (49 CFR Parts 27, 37 and 38), and any applicable state laws and regulations. Kanabec County – Timber Trails Public Transit operates a demand-response service and complies with ADA requirements with respect to such services.

### **ADA Policy Statement**

It is the policy of Kanabec County – Timber Trails Public Transit to comply with all the legal requirements of federal and state laws and regulations as they pertain to individuals with disabilities. If state laws and federal regulations are contradictory, the federal ADA regulations prevail. The transit system provides quality transportation services without discrimination to all persons including individuals with disabilities. Discrimination on the basis of disability against any person by transit system employees will not be condoned or tolerated.

**Goals:** Service is provided in a manner that meets the following goals:

1. Provides safe, accessible, and dignified services to all persons, including individuals with disabilities.
2. Expedites the safe and efficient boarding, securing, transporting, and alighting of all passengers, regardless of mobility status.
3. Accommodates a wide range of mobility aids within the confines of available vehicles and commercial standard equipment.

**Applicability:** This policy applies to all transit system employees, services, facilities, and vehicles. It applies equally to all persons needing and/or using the services provided by the system.

### **Definitions:**

*Disability:* With respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment.

*Fixed Route Service:* Operates along a prescribed route according to a fixed (regular) schedule.

*Mobility Device:* A device that is designed to assist an individual with disabilities with locomotion. Examples include wheelchairs, canes, crutches, and walkers. Also called mobility aid.

*Securement Area or Station:* A designated location for riders using wheelchairs, equipped with a securement system.

*Securement Device, Equipment or System:* Equipment used for securing wheelchairs against uncontrolled movement during transport.

*Service Animal:* Any guide dog, signal dog, or other animal that has been individually trained to work or perform tasks for an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

*Wheelchair:* A mobility aid belonging to any class of three- or more- wheeled devices, usable indoors, designed or modified for and used by individuals with mobility impairments, whether operated manually or powered.

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## II. General Guidance and Procedures for Implementing Policy

### **Recruitment and Employment**

As stated in the transit system's personnel policies, the agency is an Equal Opportunity Employer (EOE) and fully complies with ADA in its recruitment, hiring, and continued employment practices.

### **Facility and Vehicle Accessibility**

The transit system administrative facility, and vehicles shall meet or exceed the requirements of 49 CFR Parts 27, 37 and 38 and requirements of the State of Minnesota. If state requirements do not meet federal requirements, the federal ADA regulations prevail. All vehicles purchased for fixed route, route deviation, and demand responsive service will be accessible. Vehicles purchased for demand response service will only be non-accessible to the extent that the demand response system, when viewed in its entirety, provides the same level of service for individuals with disabilities as for individuals without disabilities.

For all non-accessible vehicles within the fleet, Kanabec County – Timber Trails Public Transit will develop a service policy and certification program and would submit policy and certification to OTAT for review and approval. The certification will be valid for one year and will be updated on an annual basis with the most recent fleet and service information.

Kanabec County – Timber Trails Public Transit has certified and will certify that when requesting and receiving inaccessible vehicles, that service is equivalent and has reviewed policies and operating procedures to ensure that service is available in the same area, at the same times, with the same response time, and for the same trip



purposes for all types of riders. This includes riders with disabilities who use wheelchairs as well as others who may need accessible vehicles. Kanabec County – Timber Trails Public Transit monitors daily operations to ensure compliance with policies and operating procedures and that the service is equivalent. Whenever, Kanabec County – Timber Trails Public Transit expects to obtain or plans to obtain inaccessible vehicles Kanabec County – Timber Trails Public Transit will gather and closely analyze service data to determine if service is the same for all riders. The transit system will conduct an analysis of service equivalency prior to the acquisition of any inaccessible vehicles for demand-responsive service.

### **Vehicle and Route Assignment**

☒ All demand response vehicles operated by Kanabec County – Timber Trails Public Transit are accessible and persons with disabilities, including wheelchair users, can board any vehicle.

### **Maintenance of Accessible Features**

Accessibility features on vehicles, including lifts and wheelchair securement devices will be maintained in operative condition. The preventive maintenance program of Kanabec County – Timber Trails Public Transit provides for regular and frequent maintenance checks of these features as well as preventive maintenance as recommended by the equipment manufacturers. In addition, the lift must be cycled as part of each pre-trip inspection.

### **Inoperative Lifts**

Drivers are required to report lift failures immediately. Vehicles with inoperative lifts will be removed from service and replaced with an accessible vehicle until the inoperative lift is repaired.

### **Wheelchair Accommodation**

All accessible vehicles meet or exceed the requirements of 49 CFR Part 38.

Transportation providers are required to carry a wheelchair and its user, as long as the lift can accommodate the size and weight of the wheelchair and its user, and there is space in the securement area for the wheelchair on the vehicle without blocking the aisle. If a vehicle lift and securement area can accommodate a wheelchair (or other mobility device), Kanabec County – Timber Trails Public Transit will transport the device (and its user).

An individual who uses a wheelchair that, when occupied, exceeds the weight rating of the vehicle lift, will be offered the opportunity to board and disembark from the vehicle separately from the wheelchair. However, transit agency personnel are not permitted to operate a passenger's wheelchair (i.e. a motorized wheelchair). The individual may travel with another individual who can assist with operating the unoccupied wheelchair to maneuver it on and off the lift.

## **Boarding**

Drivers and scheduling practices will provide adequate time for a passenger with a disability to board and/or disembark the vehicle, which includes adjusting the schedule if necessary and waiting for passengers to be seated before moving the vehicle. Only a properly trained transit system employee can operate the lift and secure the wheelchair in the securement station. Passengers may board facing toward or away from the vehicle.

## **Wheelchair Securement**

Kanabec County – Timber Trails Public Transit requires that all wheelchairs be secured. Drivers should not allow a passenger to ride if they are not secured properly unless the securement system will not accommodate the wheelchair. Drivers cannot deny a passenger a ride based on the inability to secure the wheelchair unless legitimate safety requirements cannot be met. However, drivers must warn the passengers of the danger of riding in a non-secured wheelchair. Passengers who refuse to allow their wheelchairs to be secured may be denied service.

Securement of wheelchairs is the responsibility of the driver. Drivers are trained in the proper operation of all securement equipment based on the equipment manufacturer's specifications. Drivers will listen to and respect riders' instructions on how to secure their equipment. Drivers cannot be expected to be familiar with each and every wheelchair type that may come aboard, and securement attachment points may differ by wheelchair manufacturer. The rider may be in the best position to instruct the driver on how to properly secure their mobility device.

If the securement system is not compatible with the wheelchair the passenger is using, the driver will still make an attempt to safely secure the wheelchair. If the wheelchair cannot be secured because of the wheelchair design, the passenger still has the right to ride in the vehicle.

Drivers must secure wheelchairs in the designated securement area only, even if the passenger wants their mobility device to be secured in a non-designated area. The wheelchair is not allowed to block the aisle.

In cases where an individual using a wheelchair attempts to board and requires use of a securement location that is currently occupied by another passenger that is not using a wheelchair, the driver will ask that passenger to allow the individual using a wheelchair to use the securement position.

## **Seat Belt Usage**

When riding in a Kanabec County – Timber Trails Public Transit vehicle, seat belts and shoulder harnesses:

are required for ALL passengers. Seat belt requirement under Minnesota State Statutes 169.686, a properly adjusted and fastened seat belt, including both the shoulder and lap belt when the vehicle is so equipped, shall be worn by the driver and

passengers. Kanabec County – Timber Trails Public Transit has available seatbelt extenders, should a passenger require or request.

### **Driver Assistance**

Drivers will make themselves available to assist individuals with disabilities and will assist upon request of the passenger. Drivers will assist a passenger with using the vehicle lift and/or securement systems using the accessibility-related equipment and features on their vehicles. It is the policy of Kanabec County – Timber Trails Public Transit that all wheelchairs be secured by the 4-point floor system to anchor the wheelchair to the floor. It is mandatory that all passengers are secured with seat belts.

### **Use of Lift by Individuals Not Using a Mobility Device**

The driver will deploy the lift for any individual, with or without a disability, who is not using a mobility device to board or alight the vehicle upon request.

### **Accommodation of Other Mobility Devices**

Mobility devices that are not wheelchairs, but which are primarily designed for use by individuals with mobility impairments, will be accommodated to the extent that the ADA-compliant lift and securement areas can safely do so. However, these devices are the responsibility of the individual passenger, and must be secured in a manner that does not interfere with the safe operation of the vehicles and the transport of other passengers.

### **Transfer to Fixed Seating**

All passengers using wheelchairs have an option of transferring to fixed seating once on board the vehicles. Drivers may recommend, but never require, wheelchair users to transfer to fixed seating. No waivers are allowed to be required.

### **Accommodation of Portable Oxygen**

Individuals are allowed to travel with respirators and portable oxygen supplies on board, consistent with applicable U.S. DOT rules on the transportation of hazardous materials in 49 CFR Subtitle B, Chapter 1, Subchapter C.

### **Priority Seating**

With the exception of the wheelchair securement stations, the transit system does not require any passenger to sit in designated seating.

Priority seating for seniors and individuals with disabilities is to be designated by permanent signage in each vehicle. In cases where an individual with a disability requests use of priority seating that is currently occupied by another passenger, the driver will ask that passenger to move so as to allow the individual with a disability use of the priority seating. In cases where a wheelchair user requires the use of a securement location, the driver will ask any passenger (including other passengers with disabilities) to vacate the securement location.

### **Service Animals**

In compliance with 49 CFR Part 37, the transit system allows trained service animals to accompany passengers with disabilities. The driver will not ask for proof of the qualifications of the animal but may ask only the following questions: if the animal is a service animal required because of a disability and what tasks the animal has been trained to perform. Kanabec County – Timber Trails Public Transit does not impose species or breed restrictions. However, any animal which is not under the passenger's control, or which becomes a direct threat to the health or safety of other passengers may be restricted from riding.

Emotional support animals or “comfort animals” are not service animals within the context of the US DOT ADA regulations.

### **Alighting**

It is the responsibility of the driver to determine that the location for passenger alighting is safe. For drivers to determine safe locations for pick up and drop off, ramps and wheelchair paths must be clear of snow, ice, parked cars, trash and other obstructions. For fixed route and demand response services, the driver will allow a passenger who uses the lift to alight at any stop, unless the lift cannot be deployed, will be damaged if deployed, or conditions at the stop would present unsafe conditions for all passengers. Only the driver will unsecure the wheelchair and operate the lift to return the passenger to the ground level.

### **Staff Training**

All drivers and transit system staff are trained to proficiency in use of accessibility equipment, the operating policies related to each of the service requirements described, and in properly and respectfully assisting and treating individuals with disabilities with sensitivity. Mechanics are also trained to properly maintain lifts and other accessibility equipment.

### **Rider Information**

All printed informational materials are made available in accessible formats upon request, for example, large print for individuals with low vision or audio for blind individuals, as well as accessible electronic formats.

*Kanabec County-Timber Trails Public Transit has printed brochures with system information and rider guidelines. This information is available on our website: [timbertrailstransit.com](http://timbertrailstransit.com). Requests for information in additional formats may be made through our dispatchers.*

### **Personal Care Attendants**

Under the ADA, an agency cannot require a passenger to have a personal care attendant (PCA). If a PCA accompanies a passenger, the PCA will ride free of charge. A family member or friend is not considered a PCA, unless that individual is acting in that capacity.

### **Stop Announcements**

Kanabec County – Timber Trails Public Transit does not operate a deviated-fixed route.

### **Complaint Procedure**

All complaints of discrimination on the basis of disability will be forwarded to the Transit Director for prompt and objective investigation. In addition, Kanabec County – Timber Trails Public Transit will submit all complaints received within 10 days, to the MnDOT Office of Transit and Active Transportation (OTAT) Compliance Coordinator, at which time further investigation occurs to determine the extent of the complaint and under which class. OTAT will provide the transit system with a written response to the complaint and any actions required, in a timely manner.

Kanabec County – Timber Trails Public Transit will promptly communicate its response to the complaint allegations, including its reasons for the response, to the complainant. The response will be documented. Internal corrective actions may include specialized training for staff, corrective processes or procedures, or disciplinary action will be taken for behavior prohibited by this policy, up to and including termination of employment.

Documentation of each complaint will be kept on file for a minimum of one year, and a summary of all complaints will be kept for at least five years. This meets DOT regulations that require FTA grantees to maintain all complaints of noncompliance with 49 CFR Part 27 for one year, and a record of all such complaints, which is permitted to be in summary form, for five years.

## Reasonable Modification Policy

The purpose of the reasonable modification policy is to ensure that Kanabec County – Timber Trails Public Transit offers equal and effective opportunities and access to public transportation services for persons with disabilities and full compliance with the provisions of the Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

This policy applies to all safety-sensitive transportation vehicle operators including full, part time, casual/substitutes/seasonal, and those staff that may be required to operate the vehicle. For the purposes of this section, the term reasonable accommodation shall be interpreted in a manner consistent with the term “reasonable modifications” as set forth in the Americans with Disabilities Act Title II regulations at 28 CFR 35.130(b)(7), and not as it is defined or interpreted for the purposes of employment discrimination under Title I of the ADA (42 U.S.C. 12111–12112) and its implementing regulations at 29 CFR part 1630.

Kanabec County – Timber Trails Public Transit is committed to providing equal access and opportunity to individuals with disabilities in all programs, services and activities. Kanabec County – Timber Trails Public Transit recognizes that in order to have equally effective opportunities and benefits, individuals with disabilities may need reasonable modifications to policies and procedures. Kanabec County – Timber Trails Public Transit will adhere to all applicable federal and state laws, regulations and guidelines with respect to providing reasonable modifications, as necessary, to afford equal access to programs for persons with disabilities. Kanabec County – Timber Trails Public Transit does not discriminate on the basis of disability in admission to, participation in, or receipt of services and benefits under any transit program or activity. Kanabec County – Timber Trails Public Transit will take appropriate steps to ensure that persons with disabilities have an equal opportunity to participate.

No individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of Kanabec County – Timber Trails Public Transit, or be subject to discrimination by Kanabec County – Timber Trails Public Transit.

A reasonable modification is a change or exception to a policy, practice, or procedure that allows persons with disabilities to have equal access to programs, services, and activities. Kanabec County – Timber Trails Public Transit will make reasonable modifications to policies, practices, and procedures when necessary to ensure access to transit services for individuals with disabilities, unless:

- ◆ Making the accommodation would fundamentally alter the nature of the public transportation service.
- ◆ Making the accommodation would create a direct threat to the health or safety of other passengers.

- ◆ The individual with a disability is able to fully use Kanabec County – Timber Trails Public Transit’s service without the accommodation being made.
- ◆ Making the accommodation creates an undue financial burden on the transit system.

ELIGIBILITY CRITERIA

Kanabec County – Timber Trails Public Transit provides Curb to Curb Service, an individual is eligible to be considered to receive a reasonable modification if that individual has:

- ◆ A physical or mental impairment that substantially limits one or more of the major life activities of such individual;
- ◆ A record of such impairment; or
- ◆ Has been regarded as having such impairment.

REQUESTS FOR REASONABLE MODIFICATION

Kanabec County – Timber Trails Public Transit shall make information about how to contact Kanabec County – Timber Trails Public Transit to make requests for reasonable modifications readily available to the public through its website, brochures, and other rider policy guidelines. Kanabec County – Timber Trails Public Transit shall follow these procedures in taking requests:

- a. Individuals requesting modifications shall describe the modification to service needed in order to use the service. Door through Door services and/or the carrying or delivering of package(s) will not be considered a reasonable modification.
- b. Individuals requesting modifications are not required to use the term “reasonable modification” when making a request. Personnel at Kanabec County – Timber Trails Public Transit will determine if the request represents a reasonable modification and proceed in accommodating the request accordingly.
- c. Whenever feasible, Kanabec County – Timber Trails Public Transit requests that individuals make such requests for modifications before Kanabec County – Timber Trails Public Transit is expected to provide the modified service.
- d. Where a request for modification cannot practicably be made and determined in advance (*e.g.*, because of a condition or barrier at the destination of a, route deviation, demand response, paratransit, or fixed route trip of which the individual with a disability was unaware until arriving), operating personnel shall make a determination of whether the modification should be provided at the time of the request. Operating

personnel may consult with Kanabec County – Timber Trails Public Transit’s management before making a determination to grant or deny the request.

Requests for accommodation may be made either orally or in writing. The reasonable accommodation process begins as soon as the request for accommodation is made. The request can be submitted in any written format. Alternative means of filing a request, such as personal interviews, phone calls, or taped requests, will be made available for persons with disabilities if unable to communicate their request in writing or upon request.

#### INTERACTIVE PROCESS

When a request for accommodation is made, Kanabec County – Timber Trails Public Transit and the individual requesting an accommodation must engage in a good faith interactive process to determine what, if any accommodation shall be provided. The individual and the Kanabec County – Timber Trails Public Transit must communicate with each other about the request, the process for determining whether an accommodation will be provided, and the potential accommodations. Communication is a priority throughout the entire process.

#### TIME FRAME FOR PROCESSING REQUESTS TO PROVIDE REASONABLE MODIFICATION

Kanabec County – Timber Trails Public Transit will process requests for reasonable accommodation and then provide accommodations, where appropriate, in as short a time frame as reasonably possible. Kanabec County – Timber Trails Public Transit recognizes, however, that the time necessary to process a request will depend on the nature of the accommodation(s) requested and whether it is necessary to obtain supporting information.

#### GRANTING A REASONABLE MODIFICATION REQUEST

As soon as Kanabec County – Timber Trails Public Transit determines that a reasonable accommodation will be provided, that decision shall be immediately communicated to the individual. When adequate time is provided, this notice must be in writing in order to maintain the required information for reporting purposes. When granting a request is communicated orally Kanabec County – Timber Trails Public Transit will follow up in writing. Upon request, alternative means of response will be provided.

In choosing among alternatives for meeting nondiscrimination and accessibility requirements with respect to new, altered, or existing facilities, or designated or specified transportation services, Kanabec County – Timber Trails Public Transit shall give priority to those methods that offer services, programs, and activities to qualified individuals with disabilities in the most integrated setting appropriate to the needs of individuals with disabilities.

#### DENIAL OF REASONABLE MODIFICATION REQUEST



As soon as Kanabec County – Timber Trails Public Transit determines that a request for reasonable accommodation will be denied, Kanabec County – Timber Trails Public Transit will communicate the basis for the decision immediately. When adequate time is provided, this notice will be in writing to the individual requesting the modification. Any denial communicated orally will be followed up in writing. The explanation for the denial will clearly state:

- ◆ The specific reasons for the denial;
- ◆ Any alternative accommodation that may create the same access to transit services as requested by the individual; and
- ◆ The opportunity to file a complaint relative to the Kanabec County – Timber Trails Public Transit's decision on the request.

#### COMPLAINT PROCESS

Kanabec County – Timber Trails Public Transit has a process for investigating and tracking complaints from qualified individuals. These procedures shall be posted on the Kanabec County – Timber Trails Public Transit's website and will be provided to any individual where the Kanabec County – Timber Trails Public Transit has denied a request for accommodation. The process and any forms necessary to file a complaint are readily available from the web. Alternative means of filing complaints, such as personal interviews, phone calls, or taped requests, will be made available for persons with disabilities if unable to communicate their request in writing or upon request.

Any person who believes she or he has been discriminated against in obtaining a reasonable modification may file a complaint by completing and submitting a Kanabec County – Timber Trails Public Transit's Reasonable Modification Complaint Form. Kanabec County – Timber Trails Public Transit investigates complaints received no more than 30 days after receipt. Kanabec County – Timber Trails Public Transit will process complaints that are complete. Kanabec County – Timber Trails Public Transit will work with MnDOT OTAT to determine resolution in the process. Once the complaint is received, the complainant will receive an acknowledgement of receipt. If more information is needed to resolve the complaint, Kanabec County – Timber Trails Public Transit may contact the complainant. The complainant has 30 business days from the date of the letter to send requested information to Kanabec County – Timber Trails Public Transit.

If Kanabec County – Timber Trails Public Transit is not contacted by the complainant or does not receive the additional information within 30 business days, the Kanabec County – Timber Trails Public Transit may administratively close the complaint. In addition, a complaint may be administratively closed if the complainant no longer wishes to pursue their case.

After Kanabec County – Timber Trails Public Transit investigates the complaint and has consulted and received direction from MnDOT OTAT, a decision will be rendered in writing to the complainant. Kanabec County – Timber Trails Public Transit will issue either a Letter of Closure or Letter of Finding.

- ◆ **Letter of Finding** – This letter will summarize the complaint, any interviews conducted regarding the complaint and explains what actions will be taken by Kanabec County – Timber Trails Public Transit to address the complaint.
- ◆ **Letter of Closure** – This letter will explain why Kanabec County – Timber Trails Public Transit has determined that the complaint does not merit accommodation under the Americans with Disabilities Act and that the complaint will be closed.

If the complainant disagrees with the decision of Kanabec County – Timber Trails Public Transit, an opportunity to appeal the decision may be pursued provided the complainant files notice of appeal within 21 days of the initial decision of Kanabec County – Timber Trails Public Transit. At any time, the complainant has the right to file a complaint directly with MnDOT, through their website complaint section, through the Motor Carrier website, or through the Ombudsman website.

In the event of appeal, the complainant will be granted all due process, including the ability to present additional evidence, present the case in person during an appeal hearing, and to be represented by counsel.

#### DESIGNATED EMPLOYEE

Kanabec County – Timber Trails Public Transit shall designate one official within the organization responsible for processing reasonable modification requests and handling complaints. This individual is:

Chris Fourness, Operations Manager  
Kanabec County – Timber Trails Public Transit  
300 Industrial Road – Mora, MN 55051  
320-364-1352

#### RECORD RETENTION

Kanabec County – Timber Trails Public Transit will maintain all records related to reasonable modification requests and denials for at least three (3) years.

## No Show Policy

This policy is intended to address the actions by habitual abusers of service scheduling and provide clear protocols for addressing passengers who fail to show for their scheduled trip without properly canceling the trip. This policy is intended to address those repeat offenders, and not the occasional incident that may occur with some passengers.

### DEFINITIONS

No-show – Any passenger who is unavailable for pick-up of a scheduled trip that has not notified Kanabec County – Timber Trails Public Transit to cancel that trip. Trips in which passengers will not be picked up due to circumstances related to service will not be considered a no-show.

### NO-SHOW PROCEDURE

The transit operator will wait for passengers for 5 minutes beyond the early arrival pick-up time window. The transit operator will make reasonable attempts to locate the passenger. If the passenger cannot be located within the established 5 minutes, the transit operator must contact the Dispatcher with the no-show. Passengers who do not make themselves available within that window will be considered a no-show. The Dispatcher has the responsibility to determine if the transit operator is to continue without the passenger.

Upon permission to continue without the passenger, the transit operator is to record the arrival time, departure time, and vehicle mileage on the Daily Manifest.

Scheduled trips are to be cancelled at least one (1) hour prior to the time of the trip request. Any scheduled trip not cancelled within that window will be considered a no-show and will be logged as such. A no-show designation for a trip will be monitored to determine the habitual nature of no-shows associated with a passenger.

Exceptions may be made for passengers who are unduly delayed due to medical appointments or procedures and other circumstances beyond their control. The passenger will be required to contact Kanabec County – Timber Trails Public Transit as soon as practicable following the missed trip and a new driver will be dispatched as soon as possible if applicable.

### HABITUAL NO-SHOW PROCEDURE

Passengers who have no-shows equal to or greater than 25% of the scheduled trips in a thirty (30) day period will be provided a written warning. In order to be subject to a warning or suspension, a passenger must have booked a minimum of three (3) trips or more in a calendar month. Example: If a passenger books five (5) trips and no-shows 25% of the time, they will be in violation of the no-show policy and subject to the progressive corrective action plan.

A passenger will be subject to the progressive corrective action plan only if both the minimum number of trips booked and the minimum number of no-shows are reached during a calendar month. All suspension periods will begin on a Monday.

The length of a passenger's suspension will adhere to the progressive corrective action plan described as followed:

- First violation in a rolling 12-month period: Verbal Warning
- Second violation in a rolling 12-month period: Final Warning Letter
- Third violation in a rolling 12-month period: 7 days
- Fourth violation in a rolling 12-month period: 14 days
- Fifth violation in a rolling 12-month period: 21 days
- Sixth and subsequent violations in a rolling 12-month period: 30 days

All penalties imposed under this policy are first subject to an appeals process (see Suspension Appeals Process). Before any suspension, the potentially affected individual will receive written notice that transportation service will be suspended beginning fourteen (14) days from the date of notice. The individual will receive a copy of the appeals process that details passenger rights in this situation. The written notice of suspension will contain instructions and materials necessary to challenge or appeal the suspension decision.

Kanabec County – Timber Trails Public Transit will continue to serve passengers appealing pending suspensions until all appeals have been settled. For passengers who do not choose to appeal, suspensions will commence on the date specified in the written notice.

Subscription/Standing Order reservations may be denied upon a second suspension in any consecutive 12-month period. Privileges may be reinstated without guarantee of the original subscription/standing order.

At no time will Kanabec County – Timber Trails Public Transit require, charge, or bill a passenger when they violate the No Show policy for the passenger trip or any penalties.

## **Suspension Due to Direct Threat to the Health or Safety of Others**

Americans with Disabilities Act (ADA): FTA C 4710.1 Circular Section 2.2.7, § 37.5(h) permits agencies to refuse service to individuals with disabilities if they engage in violent, seriously disruptive, or illegal conduct, or if they pose a direct threat to the health or safety of others.

### SERVICE DENIAL DUE TO RIDER CONDUCT

“It is not discrimination under this part for an entity to refuse to provide service to an individual with disabilities because that individual engages in violent, seriously disruptive, or illegal conduct, or represents a direct threat to the health or safety of others. However, an entity shall not refuse to provide service to an individual with disabilities solely because the individual’s disability results in appearance or involuntary behavior that may offend, annoy, or inconvenience employees of the entity or other persons” (§ 37.5(h)).

### DETERMINING A DIRECT THREAT

Kanabec County – Timber Trails Public Transit may refuse to transport individuals who pose a significant risk to the health or safety of others. The definition of “direct threat” is intended to be interpreted consistently with the parallel definition in the Department of Justice regulations. That is, Part 37 does not require a public entity to permit an individual to participate in or benefit from the services, programs, or activities of that public entity when that individual poses a direct threat to the health or safety of others. In determining whether an individual poses a direct threat to the health or safety of others, Kanabec County – Timber Trails Public Transit must make an individualized assessment, based on reasonable judgment, that relies on current medical knowledge or on the best available objective evidence, to ascertain: the nature, duration, and severity of the risk, the probability that the potential injury will actually occur, and whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk. Presuming certain conduct will occur based on specific disabilities is not appropriate. For example, it is incorrect to presume all riders with particular psychiatric disabilities will behave in a violent manner that constitutes a direct threat to others. The definition of direct threat refers to a direct threat to other individuals and not to the person with the disability.

### STEPS TO TAKE BEFORE REFUSING SERVICE

Before refusing service to an individual with a disability, Kanabec County – Timber Trails Public Transit will make reasonable attempts to resolve issues with riders or, if appropriate, caregivers or guardians. Kanabec County – Timber Trails Public Transit will document the incident or incidents leading to the service denial, substantiating how such an incident rises to the level of seriously

disruptive or a direct threat. Kanabec County – Timber Trails Public Transit will provide the rider with a written warning before denying service.

#### RIGHT OF INDIVIDUALS TO CONTEST SERVICE DENIALS

Access to public transit is a civil right and inherent in any civil right is the opportunity for due process. This means providing an individual who is denied service the opportunity to contest that decision, correct the situation, and resume service. Service refusals cannot be permanent unless an individual continues to pose a direct threat to the health or safety of others. Riders must have the opportunity to subsequently present information to Kanabec County – Timber Trails Public Transit, demonstrating that issues have been resolved or presenting options to mitigate any problems, to have service reinstated. This also means providing a rider required to travel with an attendant the opportunity to appeal such a requirement. As with service refusals, riders have the right to subsequently provide information demonstrating they have addressed Kanabec County – Timber Trails Public Transit's concerns and can now travel without an attendant or propose other solutions that permit them to travel on their own. Kanabec County – Timber Trails Public Transit will follow the approved Suspension Appeals Process provided in this policy.

## **Suspension Appeals Process**

A suspension may result from violations of passenger behavior rules, violation of the no-show policy, or for other inappropriate or disruptive behavior. Regardless of the reason for suspension, each passenger has a right to appeal the decision through an appeals process.

Appeals must be submitted in writing to Kathy Burski, Community Health and Transit Director, by mail at 905 East Forest Avenue Suite 127 – Mora, MN 55051 OR at 300 Industrial Road – Mora, MN 55051, or by email at [Kathryn.burski@co.kanabec.mn.us](mailto:Kathryn.burski@co.kanabec.mn.us) within 14 days of issuance/receipt of the determination letter. Written appeals must provide for the date of issue/incident and service suspension, circumstances involved in the issue/incident, passengers understanding of the suspension, suggested remedies passenger is offering in response to re-instatement of ridership. All passengers will be permitted to continue using service during the appeals process, unless it is established that the rider engaged in a violent, seriously disruptive, or illegal conduct, or if the rider poses a direct threat to the health or safety of others. Kanabec County – Timber Trails Public Transit management will inform all schedulers/dispatchers that the suspension is pending an appeal and to allow service to continue for the affected passenger. Kanabec County – Timber Trails Public Transit will provide all information to the MnDOT OTAT Compliance Coordinator for review and approval during the appeals process.

An Appeals Committee comprised of a mixture of local officials and transit personnel will review all applicable information from Kanabec County – Timber Trails Public Transit and the involved passenger. To maintain separation of function the individual(s) who made initial determination will not be involved in hearing/determining appeals outcome. All passengers will be offered the opportunity to speak directly with Committee members and/or the Transit Manager regarding the submitted appeal and/or circumstances that led the suspension and subsequent appeal.

After a thorough review of all available information and testimony, the Appeals Committee will have 72 hours in which to issue a recommendation to sustain or reverse the suspension. The Committee recommendation will be forwarded to the Transit Manager and/or the assigned personnel for final review and implementation.

The Kanabec County – Timber Trails Public Transit administration will have three (3) days to issue a final suspension decision in writing to the passenger involved. All final decisions will be implemented within seven (7) days of passenger notification. The appeal process will be resolved within 30 days of receipt of appeal request.

All communications will be made available in alternate format upon request.

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# *ADA Complaint Form Procedure*

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## **Background**

The Americans with Disabilities Act of 1990 (ADA), provides protection that no individual with a disability shall on the basis of disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any federally funded program, service, or activity.

Kanabec County – Timber Trails Public Transit is committed to providing non-discriminatory service to ensure that no person is excluded from participation in, or denied the benefits of, or subjected to discrimination in the receipt of its services by providing protection that no individual with a disability shall on the basis of disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination as stated in the Americans with Disabilities Act of 1990 (ADA).

If you feel that you have been discriminated against, please provide the following necessary information to facilitate the processing of your complaint. If assistance is required to complete the form, or if you have questions, please do not hesitate to call the ADA Coordinator at 320-679-6438. **Once completed, return a signed and dated copy to:**

**Kathy Burski, Community Health and Transit Director  
905 East Forest Avenue, Suite 127 – Mora, MN 55051  
OR  
Kanabec County – Timber Trails Public Transit  
Operations Facility  
300 Industrial Road – Mora, MN 55051**

*Note: The following information is necessary to assist us in processing your complaint. Should you require any assistance in completing this form, please call 320-679-6438.*



# ADA Complaint Form

<b>Section I:</b>			
Name:			
Address:			
Telephone (Home/Cell):		Telephone (Work):	
Email:			
Do you require an accessible format?	Large Print		Audio Tape
	TTY/TDD		Other:
<b>Section II:</b>			
Are you filing this complaint on your own behalf? *			Yes      No
*If you answered "yes" to this question, go to Section III.			
If not, please supply the name and relationship of the person for whom you are filing:			
Have you obtained permission from this person?			Yes      No
<b>Section III:</b>			
If you believe you were discriminated against based on a disability, please provide as much detail concerning the alleged discrimination.			
Date of Alleged Discrimination (Month, Day, Year): _____ Time: _____			
Transit Line/Route: _____ Vehicle ID or Name: _____ Location: _____			
Name(s) of Employee(s) involved: _____			
Explain as clearly as possible what happened and why you believe you were discriminated against. If more space is needed, please use the back of this form.			
_____			
_____			
_____			
_____			

Section IV		
Have you previously filed an ADA complaint with this agency?	Yes	No
Contact name:	Telephone number:	
Section V		
Have you filed this complaint with any other federal, state, or local agency, or with any federal or state court?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, check all that apply:		
<input type="checkbox"/> Federal Agency: _____	<input type="checkbox"/> Federal Court: _____	
<input type="checkbox"/> State Agency: _____	<input type="checkbox"/> State Court: _____	
<input type="checkbox"/> Local Agency: _____	<input type="checkbox"/> Local Court: _____	
Please provide contact information for the person you spoke to at the above agency:		
<b>Name:</b>	<b>Title:</b>	
<b>Agency:</b>		
<b>Address:</b>		
<b>Telephone:</b>		

**Important Notice:** To protect your rights, your complaint must be filed within 180 days following the date of the alleged discrimination. Failure to file within 180 days may result in dismissal of the complaint. You may attach any additional written materials or other information that you think is relevant to your complaint to this form.

Signature and date required below.

\_\_\_\_\_

Signature of Person Filing Complaint

\_\_\_\_\_

Date

If you need assistance completing this form, contact Kanabec County – Timber Trails Public Transit at 320-364-1350.

**Once completed, return a signed and dated copy to:**  
**Kathy Burski, Community Health and Transit Director**  
**905 East Forest Avenue, Suite 127 – Mora, MN 55051**  
**OR**  
**Kanabec County – Timber Trails Public Transit**  
**Operations Facility**  
**300 Industrial Road – Mora, MN 55051**

# Reasonable Modification Complaint Process

Kanabec County – Timber Trails Public Transit investigates complaints received no more than 30 days after receipt. Kanabec County – Timber Trails Public Transit will process complaints that are complete. Once the complaint is received, the complainant will receive an acknowledgement of receipt. If more information is needed to resolve the complaint, Kanabec County – Timber Trails Public Transit may contact the complainant. The complainant has 30 business days from the date of the letter to send requested information to Kanabec County – Timber Trails Public Transit.

If Kanabec County – Timber Trails Public Transit is not contacted by the complainant or does not receive the additional information within 30 business days, the Kanabec County – Timber Trails Public Transit may administratively close the complaint. In addition, a complaint may be administratively closed if the complainant no longer wishes to pursue their case.

After Kanabec County – Timber Trails Public Transit investigates the complaint and has consulted and received directive from MnDOT OTAT, a decision will be rendered in writing to the complainant. Kanabec County – Timber Trails Public Transit will issue either a Letter of Closure or Letter of Finding.

- ◆ **Letter of Finding** – This letter will summarize the complaint, any interviews conducted regarding the complaint and explains what actions will be taken by Kanabec County – Timber Trails Public Transit to address the complaint.
- ◆ **Letter of Closure** – This letter will explain why Kanabec County – Timber Trails Public Transit has determined that the complaint does not merit accommodation under the Americans with Disabilities Act and that the complaint will be closed.

If the complainant disagrees with the decision of Kanabec County – Timber Trails Public Transit, an opportunity to appeal the decision may be pursued provided the complainant files notice of appeal within 21 days of the initial decision of Kanabec County – Timber Trails Public Transit.

In the event of appeal, the complainant will be granted all due process, including the ability to be present additional evidence, present the case in person during an appeal hearing, and to be represented by counsel.

# Reasonable Modification Complaint Form

## Part I

Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Preferred contact method:  Phone  Email      Best time to contact you: \_\_\_\_\_

Additional Formats Needed:

None       TDD       Other  
 Large Print       Audio Tape

## Part II

Are you filing this complaint on your own behalf?

Yes – Proceed to Part III  
 No – Please provide the name of and your relationship with this person:

Name of Individual: \_\_\_\_\_

Your Relationship: \_\_\_\_\_

Please explain why you have filed for a third party:

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Confirm:

I have obtained permission of the aggrieved party to file this form on his or her behalf.  
 I have not confirmed permission to file this form on behalf of the aggrieved party.

## Part III.

If you believe you were not heard in your reasonable modification request or did not receive the services you requested, please provide as much detail concerning the incident. Kanabec County – Timber Trails Public Transit investigates complaints received no more than 30 days after receipt.

Date of incident (Month, Day, Year): \_\_\_\_\_ Time: \_\_\_\_\_

Name(s)                                      of                                      Employee(s)                                      involved:

- 
- Through dispatching services
  - Through operator request

Explain as clearly as possible what happened and why your reasonable modification request was not granted or did not receive the services you requested. If more space is needed, please use the back of this form.

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Signature and date required below.

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Signature of Person Filing Complaint

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Date

If you need assistance completing this form, contact Kanabec County – Timber Trails Public Transit at 320-364-1350.

**Once completed, return a signed and dated copy to:**

**Kathy Burski, Community Health and Transit Director  
905 East Forest Avenue, Suite 127 – Mora, MN 55051**

**OR**

**Kanabec County – Timber Trails Public Transit  
Operations Facility  
300 Industrial Road – Mora, MN 55051**

**Resolution # KCCH 12/5/2024**  
Approval of ADA Plan for Timber Trails Public Transit

A resolution endorsing Kanabec County - Timber Trails Public Transit's Americans with Disabilities Program Plan.

**WHEREAS**, Kanabec County - Timber Trails Public Transit under the Americans with Disabilities Act of 1990 (ADA), is committed to operating an ADA compliant Public Transit Service in Kanabec County.

**WHEREAS**, Kanabec County - Timber Trails Public Transit must establish a ADA Program that meets U.S. Department of Transportation (U.S. DOT) regulations for implementing ADA (49 CFR Parts 27, 37 and 38).

**BE IT RESOLVED THAT** Kanabec County - Timber Trails Public Transit will follow the ADA Plan compliance elements to provide quality transportation services without discrimination to all persons including individuals with disabilities.

**BE IT FURTHER RESOLVED THAT** Kanabec County Board of Commissioners authorizes the Kanabec County Community Health and Transit Director to implement and oversee compliance of Kanabec County - Timber Trails Public Transit's Americans with Disabilities Program Plan.

**CERTIFICATION**

I certify that the above resolution is a true and correct copy of the resolution presented to and adopted by the Kanabec County - Board of Commissioners at a duly authorized meeting thereof held on the 5th day of December 2024, as shown by the minutes of said meeting in my possession and attached.

\_\_\_\_\_  
Kanabec County Coordinator

\_\_\_\_\_  
Date

Notary:

\_\_\_\_\_  
Name and Stamp

\_\_\_\_\_  
Date

Sheila  
11/26/24 9:27AM

\*\*\*\* Kanabec County \*\*\*\*



TRIAL BALANCE REPORT

As of Date: 10/2024  
Report Basis: 2 1 - Cash  
                  2 - Modified Accrual  
                  3 - Full Accrual

Save Report: N

Comment:

FUND           Range From 15       Thru 15

\*\*\* Kanabec County \*\*\*



Sheila  
11/26/24 9:27AM

TRIAL BALANCE REPORT  
As of 10/2024

Report Basis: Modified Accrual

15 Community Health Fund

Account		<u>Beginning Balance</u>	<u>Actual This-Month</u>	<u>Actual Year-To-Date</u>	<u>Current Balance</u>
-----Assets-----					
1001	Cash	705,196.15	177,607.27	436,624.23	1,141,820.38
1003	Audit Adjustments To Cash	23,163.57	0.00	23,163.57-	0.00
1110	Taxes Receivable - Prior & Delinquent	12,088.09	0.00	12,088.09-	0.00
1201	Accounts Receivable (Acc)	150,778.56	0.00	150,778.56-	0.00
1261	Due From Other Funds (Acc)	3,325.85	0.00	3,325.85-	0.00
1281	Due From Other Governments (Acc)	329,505.26	0.00	329,505.26-	0.00
	Total Assets	1,224,057.48	177,607.27	82,237.10-	1,141,820.38
---Liabilities and Balance-----					
Liabilities					
2020	Accounts Payable	523.17-	0.00	0.00	523.17-
2021	Accounts Payable (Acc)	1,539.90-	0.00	1,539.90	0.00
2030	Salaries Payable	77,447.27-	0.00	77,447.27	0.00
2091	Due To Other Funds (Acc)	1,671.62-	0.00	1,671.62	0.00
2100	Due To Other Governments	5,081.53-	0.00	5,081.53	0.00
2230	Deferred Inflows	12,088.09-	0.00	12,088.09	0.00
	Total Liabilities	98,351.58-	0.00	97,828.41	523.17-
Fund Balance					
2881	Assigned Fund Balance	1,125,705.90-	0.00	0.00	1,125,705.90-
2910	Revenue Control	0.00	407,147.93-	2,311,412.63-	2,311,412.63-
2925	Expenditure Control	0.00	229,540.66	2,295,821.32	2,295,821.32
	Total Fund Balance	1,125,705.90-	177,607.27-	15,591.31-	1,141,297.21-
	Total Liabilities and Balance	1,224,057.48-	177,607.27-	82,237.10	1,141,820.38-
488	Kanabec Pine Community Health (fka 59)				
-----Assets-----					
	Total Assets	0.00	0.00	0.00	0.00
---Liabilities and Balance-----					
Liabilities					
	Total Liabilities	0.00	0.00	0.00	0.00
	Total Liabilities and Balance	0.00	0.00	0.00	0.00
15	Community Health Fund	0.00	0.00	0.00	0.00



Sheila  
11/26/24 9:27AM  
15 Community Health Fund

\*\*\* Kanabec County \*\*\*

TRIAL BALANCE REPORT  
As of 10/2024

Report Basis: Modified Accrual



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

Through October 2024

15-484		cash basis									
Department	Budget	Total year to date/ % of budget	Total	8.33% January	16.67% February	25.00% March	33.33% April	41.67% May	50.00% June	58.33% July	66.67% August
Pilt-Housing Authority											
Rev	0		80.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80.23
Exp	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Local Public Health Infrastructure											
Rev	498,428.00	96.83%	482,605.75	23,163.57	12,901.34	38,372.92	4,471.45	209,092.86	45.61	26,245.06	5,706.24
Exp	381,933.00	82.01%	313,224.29	24,767.41	68,543.85	23,653.87	23,983.69	36,468.14	33,071.29	23,321.04	22,699.83
Prevent Infectious Disease											
Rev	30,502.00	31.95%	9,745.84	916.87	399.80	662.04	285.50	4,422.28	0.00	1,655.20	457.30
Exp	34,377.00	38.06%	13,084.47	749.19	831.71	415.47	1,437.58	1,476.62	287.36	786.58	710.64
Environmental Health											
Rev	36.00	63.89%	23.00	3.00	0.00	0.00	3.00	0.00	6.00	5.00	0.00
Exp	5,545.00	10.19%	565.08	0.00	0.00	0.00	0.00	0.00	0.00	310.51	87.77
Healthy Communities-Adult Health											
Rev	176,781.00	149.22%	263,789.18	15,401.48	59,796.96	12,050.61	27,978.06	12,711.97	28,315.62	11,703.44	12,108.94
Exp	173,472.00	117.76%	204,282.64	22,193.38	21,034.44	19,595.11	19,861.95	28,775.26	19,306.08	18,262.83	19,143.12
Healthy Communities-Health Improvement											
Rev	632,346.00	94.82%	599,569.73	108,413.95	61,020.12	46,059.08	65,801.92	45,113.69	56,269.77	68,771.01	43,449.12
Exp	598,642.00	82.19%	492,012.08	51,178.83	47,002.09	41,787.42	53,127.08	55,355.28	46,669.92	48,218.41	54,073.85
Healthy Communities-Family Health											
Rev	653,351.00	96.14%	628,118.71	117,916.27	29,985.47	49,433.94	95,978.39	32,420.24	36,535.67	50,854.82	29,328.91
Exp	600,263.00	69.75%	418,655.94	37,262.76	45,414.40	37,811.78	36,297.60	65,629.70	38,444.30	39,218.94	40,020.94
Emergency Preparedness											
Rev	108,151.00	116.86%	126,385.76	8,528.10	25,151.00	0.00	29,715.67	0.00	0.00	0.00	42,325.74
Exp	100,117.00	85.97%	86,066.61	8,926.08	9,478.31	8,463.72	8,393.85	10,562.90	8,182.29	7,694.54	7,529.39
Assure Access-Case Management											
Rev	366,400.00	83.12%	304,535.91	29,111.75	41,229.27	24,736.01	29,564.82	36,212.06	30,383.73	24,493.48	42,417.98
Exp	354,443.00	91.27%	323,509.99	26,848.13	26,913.28	24,515.93	26,003.76	49,435.57	32,011.22	31,152.12	32,816.47
Assure Access-Home Care											
Rev	551,500.00	73.13%	403,331.76	48,249.04	43,402.18	24,654.09	50,468.49	36,876.13	49,608.05	46,085.96	38,016.80
Exp	768,703.00	68.97%	530,160.54	53,496.17	50,222.72	53,872.66	53,240.62	71,527.30	57,361.72	48,002.15	47,212.95
<b>Agency Totals</b>											
Rev	3,017,495.00	93.39%	2,818,185.87	351,704.03	273,886.14	195,968.69	304,267.30	376,849.23	201,164.45	229,813.97	213,891.26
Exp	3,017,495.00	78.93%	2,381,561.64	225,421.95	269,440.80	210,115.96	222,346.13	319,230.77	235,334.18	216,967.12	224,294.96

amount has changed

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

**outstanding payments/payments not yet posted**

0.00	0.00			FPHR	9,789.15
0.00	0.00			CTC	3,867.53
				FAP	
15,000.00	147,606.70			LCTS	
25,224.02	31,491.15			LPHG	1,759.98
				MCH	
912.27	34.58			SF/cap bldg	
-533.12	6,922.44			RSG	
				RPC	
0.00	6.00			SHIP	
166.80	0.00			TANF	
				WIC	30,793.00
33,704.56	50,017.54			PHEP	
17,449.88	18,660.59			mental hlth	
				Suicide Prev	15,156.42
50,713.33	53,957.74			Covid Federal	
53,790.50	40,808.70			Well Water	
				Home care	<u>50,836.83</u> estimate only see note below
92,336.26	93,328.74				112,202.91
40,054.72	38,500.80				
0.00	20,665.25				
8,109.39	8,726.14				
31,299.27	15,087.54			SCHA Connector - We get reimbursed twice a year. Not	
36,102.01	37,711.50			included above.	
39,527.18	26,443.84				
48,504.91	46,719.34			Home Care-This is the billed amount and we are paid a	
				percentage of that and that percentage varies by	
263,492.87	407,147.93	0.00	0.00	paysource. Also, VA may pay up to two years after the	
228,869.11	229,540.66	0.00	0.00	date of service.	

**Kanabec County Community Health - Board Financial Report**

Through October 2024

15-484		modified accrual basis									
Department	Budget	Total year to date/ % of budget	Total	8.33% January	16.67% February	25.00% March	33.33% April	41.67% May	50.00% June	58.33% July	66.67% August
<b>Pilt-Housing Authority</b>											
Rev	0		80.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80.23
Exp	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Local Public Health Infrastructure</b>											
Rev	498,428.00	92.18%	459,442.18	0.00	12,901.34	38,372.92	4,471.45	209,092.86	45.61	26,245.06	5,706.24
Exp	381,933.00	60.19%	229,877.16	-57,853.79	67,817.92	23,653.87	23,983.69	36,468.14	33,071.29	23,321.04	22,699.83
<b>Prevent Infectious Disease</b>											
Rev	30,502.00	26.08%	7,955.87	0.00	92.63	96.11	285.50	4,422.28	0.00	1,655.20	457.30
Exp	34,377.00	38.06%	13,084.47	749.19	831.71	415.47	1,437.58	1,476.62	287.36	786.58	710.64
<b>Environmental Health</b>											
Rev	36.00	63.89%	23.00	3.00	0.00	0.00	3.00	0.00	6.00	5.00	0.00
Exp	5,545.00	10.19%	565.08	0.00	0.00	0.00	0.00	0.00	0.00	310.51	87.77
<b>Healthy Communities-Adult Health</b>											
Rev	176,781.00	113.96%	201,457.87	801.00	12,066.13	12,050.61	27,978.06	12,711.97	28,315.62	11,703.44	12,108.94
Exp	173,472.00	117.69%	204,157.75	22,193.38	20,909.55	19,595.11	19,861.95	28,775.26	19,306.08	18,262.83	19,143.12
<b>Healthy Communities-Health Improvement</b>											
Rev	632,346.00	70.72%	447,174.76	0.00	17,039.10	46,059.08	65,801.92	45,113.69	56,269.77	68,771.01	43,449.12
Exp	598,642.00	82.16%	491,849.51	51,016.26	47,002.09	41,787.42	53,127.08	55,355.28	46,669.92	48,218.41	54,073.85
<b>Healthy Communities-Family Health</b>											
Rev	653,351.00	75.44%	492,920.44	0.00	12,703.47	49,433.94	95,978.39	32,420.24	36,535.67	50,854.82	29,328.91
Exp	600,263.00	69.58%	417,649.44	36,896.37	44,774.29	37,811.78	36,297.60	65,629.70	38,444.30	39,218.94	40,020.94
<b>Emergency Preparedness</b>											
Rev	108,151.00	85.72%	92,706.66	0.00	0.00	0.00	29,715.67	0.00	0.00	0.00	42,325.74
Exp	100,117.00	85.62%	85,715.38	8,574.85	9,478.31	8,463.72	8,393.85	10,562.90	8,182.29	7,694.54	7,529.39
<b>Assure Access-Case Management</b>											
Rev	366,400.00	72.50%	265,655.32	2,945.00	29,097.04	24,154.40	29,564.82	36,212.06	30,383.73	24,493.48	42,417.98
Exp	354,443.00	91.20%	323,261.93	26,779.50	26,733.85	24,515.93	26,003.76	49,435.57	32,011.22	31,152.12	32,816.47
<b>Assure Access-Home Care</b>											
Rev	551,500.00	62.37%	343,996.30	0.00	35,500.95	21,468.90	50,468.49	36,876.13	49,608.05	46,085.96	38,016.80
Exp	768,703.00	68.90%	529,660.60	52,997.49	50,221.46	53,872.66	53,240.62	71,527.30	57,361.72	48,002.15	47,212.95
<b>Agency Totals</b>											
Rev	3,017,495.00	76.60%	2,311,412.63	3,749.00	119,400.66	191,635.96	304,267.30	376,849.23	201,164.45	229,813.97	213,891.26
Exp	3,017,495.00	76.08%	2,295,821.32	141,353.25	267,769.18	210,115.96	222,346.13	319,230.77	235,334.18	216,967.12	224,294.96

amount has changed

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

**outstanding payments/payments not yet posted**

0.00	0.00			FPHR	9,789.15
0.00	0.00			CTC	3,867.53
				FAP	
15,000.00	147,606.70			LCTS	
25,224.02	31,491.15			LPHG	1,759.98
				MCH	
912.27	34.58			SF/cap bldg	
-533.12	6,922.44			RSG	
				RPC	
0.00	6.00			SHIP	
166.80	0.00			TANF	
				WIC	30,793.00
33,704.56	50,017.54			PHEP	
17,449.88	18,660.59			mental hlth	
				Suicide Prev	15,156.42
50,713.33	53,957.74			Covid Federal	
53,790.50	40,808.70			Well Water	
				Home care	<u>50,836.83</u> estimate only see note below
92,336.26	93,328.74				112,202.91
40,054.72	38,500.80				
0.00	20,665.25				
8,109.39	8,726.14				
31,299.27	15,087.54			SCHA Connector - We get reimbursed twice a year. Not	
36,102.01	37,711.50			included above.	
39,527.18	26,443.84				
48,504.91	46,719.34			Home Care-This is the billed amount and we are paid a	
				percentage of that and that percentage varies by	
263,492.87	407,147.93	0.00	0.00	paysource. Also, VA may pay up to two years after the	
228,869.11	229,540.66	0.00	0.00	date of service.	

**Board Meeting 12/05/2024**

**Abstract Totals for Commissioner Vouchers**

<b>Board Meeting 12/05/24</b>	<b>Amount</b>	<b>Vendors</b>	<b>Transactions</b>
Abstract #1	\$27,611.63	42	86
Abstract #2			
<b>Totals</b>	<b>\$27,611.63</b>	<b>42</b>	<b>86</b>

**Abstract Totals for Auditor Vouchers**

<b>Board Meeting 12/05/24</b>	<b>Amount</b>	<b>Vendors</b>	<b>Transactions</b>
Abstract #1			
Abstract #2			
Abstract #3			
Abstract #4			
Abstract #5			
<b>Totals</b>			

Sheila  
11/26/24 12:49PM

\*\*\*\* Kanabec County \*\*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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

Explode Dist. Formulas: Y

Paid on Behalf Of Name  
on Audit List?: N

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

Save Report Options?: N

Sheila  
 11/26/24 12:49PM  
 15 Community Health Fund

\*\*\*\* Kanabec County \*\*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
34	10320 <del>Confidential</del> 15-484-481-8481-6803		178.46	pt responsibility reversed		Miscellaneous Expenditures	N
	10320 Almos/Donald		178.46	1 Transactions			
6	1619 Amazon Capital Services 15-484-485-8474-6411		13.98	3x3 labels		Supplies	N
27	15-484-450-8415-6411		426.28	4 24' monitors	149X-F1VJ-31R6	Program Supplies	N
28	15-484-450-8415-6411		98.95	pluggable usb	149X-F1VJ-31R6	Program Supplies	N
26	15-484-450-8410-6412		89.05	pluggable usb	14FH-PGMC-N619	Office Supplies	N
31	15-484-450-0000-6412		35.96-	calendar credit for returns	1F7D-KQ31-9QMM	Office Supplies	N
29	15-484-450-0000-6412		132.89	toner cartridge	1P3Y-94GF-3GCR	Office Supplies	N
30	15-484-485-8480-6411		19.99	logotech webcam	1P3Y-94GF-3GCR	Program Supplies	N
	1619 Amazon Capital Services		745.18	7 Transactions			
52	1396 Biever/Laurie 15-484-496-8449-6331		311.55	Oct/Nov mileage		Mileage & Meals	N
	1396 Biever/Laurie		311.55	1 Transactions			
53	1275 Bromwich/Amanda 15-484-496-8449-6331		262.64	Oct/Nov mileage		Mileage & Meals	N
	1275 Bromwich/Amanda		262.64	1 Transactions			
57	3094 Burski/Kathy 15-484-450-0000-6331		119.26	Breezy Point LPHA conf mileage		Mileage & Meals	N
	3094 Burski/Kathy		119.26	1 Transactions			
33	298 Childrens Dental Services 15-484-485-8475-6285		557.76	transport equip/staff 092724		Contracted Work	Y
	298 Childrens Dental Services		557.76	1 Transactions			
55	1644 Eklund/Nicole 15-484-487-8450-6331		9.38	November mileage		Mileage & Meals	N
56	15-484-493-8452-6331		32.16	Oct/Nov mileage		Mileage & Meals	N
	1644 Eklund/Nicole		41.54	2 Transactions			
60	1298 Gajewski/Farrah 15-484-490-8407-6331		179.56	November mileage		Mileage & Meals	N
	1298 Gajewski/Farrah		179.56	1 Transactions			
	8040 Hamilton-Smith, Patti						



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 15 Community Health Fund

\*\*\*\* Kanabec County \*\*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
50	15-484-487-8453-6411		98.22	truck/treat event		Supplies	N
51	15-484-490-8407-6331		187.60	ICS 700 training Wright County		Mileage & Meals	N
	8040 Hamilton-Smith, Patti		285.82	2 Transactions			
	324 Healthcare First						
1	15-484-496-8447-6211		111.02	Nov HHCAHPS	INV54800168	Services & Charges	N
	324 Healthcare First		111.02	1 Transactions			
	168 Holiday Stationstore						
84	15-484-487-8453-6411		25.00	incentive		Supplies	N
	168 Holiday Stationstore		25.00	1 Transactions			
	234 Holland/Jeff						
63	15-484-496-8447-6331		251.25	Oct/Nov mileage		Mileage & Meals	N
	234 Holland/Jeff		251.25	1 Transactions			
	434 Inovalon Provider, Inc.						
10	15-484-493-8452-6211		158.93	November billing/eligibility	24M-0156309	Services & Charges	N
9	15-484-496-8447-6211		221.36	November billing/eligibility	24M-0156309	Services & Charges	N
11	15-484-487-8453-6211		187.31	November billing/eligibility	2M-0156309	Services & Charges	N
	434 Inovalon Provider, Inc.		567.60	3 Transactions			
	3095 Isanti County Public Health						
2	15-484-485-8468-6880		913.15	October Eats		Grant Admin- Pass thru	N
3	15-484-485-8468-6880		913.15	October Moves		Grant Admin- Pass thru	N
4	15-484-485-8468-6880		1,268.26	October Well-being		Grant Admin- Pass thru	N
5	15-484-485-8468-6880		938.51	October Tobacco		Grant Admin- Pass thru	N
	3095 Isanti County Public Health		4,033.07	4 Transactions			
	1323 Johnstone/Kristi						
68	15-484-496-8447-6331		307.53	Oct/Nov mileage		Mileage & Meals	N
	1323 Johnstone/Kristi		307.53	1 Transactions			
	1617 Jones/Taylor						
64	15-484-493-8452-6331		1.34	November mileage		Mileage & Meals	N
65	15-484-496-8447-6331		211.05	Oct/Nov mileage		Mileage & Meals	N
	1617 Jones/Taylor		212.39	2 Transactions			
	4132 Juettner Marketing						
78	15-484-485-8468-6211		300.00	web hosting and domain name		Services & Charges	Y

\*\*\*\* Kanabec County \*\*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
83	15-484-485-8474-6411		244.00	web host/domain/name Better To		Supplies	Y
4132	Juettner Marketing		544.00	2 Transactions			
1318	Kanabec County AT ACH_VISA						
21	15-484-450-8410-6411		332.00	PRSA memberships		Program Supplies	N
19	15-484-485-8480-6331		374.15	Craguns 2024 SBH Conf		Mileage & Meals	N
18	15-484-485-8480-6411		25.04	Name Badge.com		Program Supplies	N
24	15-484-485-8480-6411		41.32	Vistaprint Business cards		Program Supplies	N
15	15-484-487-8453-6211		25.60	October Availity		Services & Charges	N
23	15-484-487-8453-6411		550.00	Amazon gift card incentives		Supplies	N
25	15-484-487-8453-6411		20.00	Little North Playland-incentiv		Supplies	N
16	15-484-490-8407-6331		366.95	travel to Naccho 2025 summit		Mileage & Meals	N
17	15-484-490-8407-6331		27.00	Alliance Travel trip protect		Mileage & Meals	N
20	15-484-490-8489-6411		162.00	Control Solutions- calibration		Program Supplies	N
14	15-484-493-8452-6211		22.40	October Availity		Services & Charges	N
13	15-484-496-8447-6211		32.00	October Availity		Services & Charges	N
22	15-484-496-8447-6411		75.00	Oasis Answers book		Supplies	N
1318	Kanabec County AT ACH_VISA		2,053.46	13 Transactions			
2162	Kanabec County Information Systems						
35	15-484-450-0000-6203		3,750.00	4th qtr IS services	6354	Telephone	N
2162	Kanabec County Information Systems		3,750.00	1 Transactions			
1308	Lejonvarn/Kirsten						
49	15-484-469-8440-6331		62.56	Oct/Nov mileage		Mileage & Meals	N
46	15-484-487-8453-6331		2.01	November mileage		Mileage & Meals	N
47	15-484-487-8456-6331		33.50	November mileage		Mileage & Meals	N
48	15-484-490-8489-6331		28.14	November mileage		Mileage & Meals	N
1308	Lejonvarn/Kirsten		126.21	4 Transactions			
667	Lighthouse Child & Family Services LLC						
7	15-484-487-8453-6211		300.00	2 hrs reflective practice 1015	7373	Services & Charges	N
8	15-484-487-8453-6211		60.30	travel 101524	7373	Services & Charges	N
667	Lighthouse Child & Family Services LLC		360.30	2 Transactions			
248	Marco Business Products						
38	15-484-450-0000-6341		576.73	2023/2024 overage MX-3115N	INV13142493	Rental & Service Contracts Copier	N
39	15-484-450-0000-6341		297.34	110124-103125 annual contract	INV13151771	Rental & Service Contracts Copier	N
248	Marco Business Products		874.07	2 Transactions			

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 15 Community Health Fund

\*\*\*\* Kanabec County \*\*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
40	377 Marco Inc 15-484-450-8250-6341		399.67	copier agmt Sharp BP-70C55	37862508	Rental & Service Contracts	N
	377 Marco Inc		399.67	1 Transactions			
79	1604 McClellan/Brianne 15-484-485-8444-6331		613.81	Oct/Nov mileage		Mileage & Meals	N
	1604 McClellan/Brianne		613.81	1 Transactions			
41	1143 McKesson Medical-Surgical Govt Solutior 15-484-496-8447-6411		39.88	dressing, xeroform 5x9	22850032	Supplies	N
42	15-484-496-8447-6411		41.78	kerlix bandage	22869172	Supplies	N
43	15-484-496-8447-6432		71.88	dermacol 2x2	35730779	Medical Supplies	N
	1143 McKesson Medical-Surgical Govt Solutior		153.54	3 Transactions			
81	4033 Mestnik/Kathryn 15-484-490-8403-6331		63.65	Oct/Nov mileage		Mileage & Meals	N
82	15-484-490-8407-6331		54.27	Oct/Nov mileage		Mileage & Meals	N
	4033 Mestnik/Kathryn		117.92	2 Transactions			
44	610 Minnesota Homecare Association 15-484-496-8447-6289		1,750.00	2025 MN homecare dues	300002090	Staff Development	N
	610 Minnesota Homecare Association		1,750.00	1 Transactions			
45	52 Olson/Autumn 15-484-487-8453-6331		10.65	November parking		Mileage & Meals	N
54	15-484-487-8453-6331		611.71	November mileage		Mileage & Meals	N
	52 Olson/Autumn		622.36	2 Transactions			
32	3333 Petersen/Renee 15-484-450-0000-6285		2,025.00	admin asst training contract		Contracted Work	N
	3333 Petersen/Renee		2,025.00	10/23/2024 11/14/2024 1 Transactions			
86	1866 Pundsack/Sara 15-484-485-8480-6331		305.99	November mileage		Mileage & Meals	N
	1866 Pundsack/Sara		305.99	1 Transactions			
71	2712 Raudabaugh/Carey 15-484-493-8452-6331		44.22	Oct/Nov mileage		Mileage & Meals	N

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 15 Community Health Fund

\*\*\*\* Kanabec County \*\*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Descripti On Behalf of Name	1099
2712	Raudabaugh/Carey		44.22		1 Transactions		
66	3174 Rosburg/Diane 15-484-496-8447-6331		221.77	Oct/Nov mileage		Mileage & Meals	N
	3174 Rosburg/Diane		221.77		1 Transactions		
67	1452 Sandberg/Debbie 15-484-493-8452-6331		24.12	Oct/Nov mileage		Mileage & Meals	N
	1452 Sandberg/Debbie		24.12		1 Transactions		
72	105 St. Clare Living Community of Mora 15-484-496-8447-6211		170.00	October PT asst visits		Services & Charges	Y
73	15-484-496-8447-6211		1,785.00	October PT visits		Services & Charges	Y
74	15-484-496-8447-6211		85.00	October OT visits		Services & Charges	Y
75	15-484-496-8447-6211		15.00	October consult time		Services & Charges	Y
76	15-484-496-8447-6211		450.00	October drive time		Services & Charges	Y
77	15-484-496-8447-6211		192.29	October mileage		Services & Charges	Y
	105 St. Clare Living Community of Mora		2,697.29		6 Transactions		
85	1304 Subway 15-484-487-8453-6411		25.00	incentive		Supplies	N
	1304 Subway		25.00		1 Transactions		
70	1083 Swanson/Lori 15-484-485-8468-6331		18.09	Sep/Oct mileage all Eats		Mileage & Meals	N
	1083 Swanson/Lori		18.09		1 Transactions		
69	167 Telander/Sarah 15-484-450-0000-6331		22.78	Oct/Nov mileage		Mileage & Meals	N
	167 Telander/Sarah		22.78		1 Transactions		
36	2048 The Lamar Companies 15-484-490-8489-6411		775.00	set up	116462257	Progam Supplies	N
37	15-484-490-8489-6411		1,000.00	102824-112424 monthly charge	116471784	Progam Supplies	N
	2048 The Lamar Companies		1,775.00		2 Transactions		
59	1268 Tomczak/Kristi 15-484-496-8448-6331		28.14	Oct/Nov mileage		Mileage & Meals	N
58	15-484-496-8449-6331		159.46	Oct/Nov mileage		Mileage & Meals	N

Sheila  
 11/26/24 12:49PM  
 15 Community Health Fund

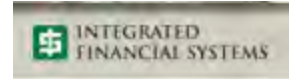
\*\*\*\* Kanabec County \*\*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Descripti	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
1268	Tomczak/Kristi		187.60	2 Transactions		
80	1692 Walborn/Jodi 15-484-450-8410-6331		18.09	Oct/Nov mileage		Mileage & Meals N
	1692 Walborn/Jodi		18.09	1 Transactions		
12	518 Welia Health 15-484-490-8489-6411		290.00	Epinephrine account #2621		Progam Supplies N
	518 Welia Health		290.00	1 Transactions		
61	452 Zaiser/Kelly 15-484-487-8450-6331		24.12	Oct/Nov mileage		Mileage & Meals N
62	15-484-487-8453-6331		377.59	Oct/Nov mileage		Mileage & Meals N
	452 Zaiser/Kelly		401.71	2 Transactions		
15 Fund Total:			27,611.63	Community Health Fund	42 Vendors	86 Transactions
Final Total:			27,611.63	42 Vendors	86 Transactions	

\*\*\*\* Kanabec County \*\*\*\*



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	15	27,611.63	Community Health Fund	
	All Funds	27,611.63	Total	Approved by, .....
				.....
				.....

# 5:40pm Appointment

December 5, 2024

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Informational Presentation from the East Central Development Partnership (ECDP) for Membership Consideration	<b>b. Origination:</b> Kanabec County Board of Commissioners request
<b>c. Estimated time:</b> 10-15 minutes	<b>d. Presenter(s):</b> ECDP Representative

**e. Board action requested:**

### f. Background:

#### The Partnership

The East Central Development Partnership is an economic development consortium dedicated to regional cooperation and marketing the assets of East Central Minnesota. We collaborate to strengthen the regional economy by:

- Providing a regional approach to workforce development, business attraction, retention, and expansion.
- Acting as a conduit for members and the region to access resources and educational opportunities.

Since 2001, the East Central Development Partnership has provided a forum for collaborative economic development in the five-county region. Members of the ECDP include cities, counties, tribal entities, higher education partners, and businesses. The group is led by an eight-member Executive Committee and contracts with two consultants to provide organizational support. The group meets every other month to bring its members together on topics of regional interest. The group also hosts a variety of summits each year that are open to the broader public and highlight specific topics and challenges. It creates a foundation for collaborative economic development that allows our communities to share resources. ECDP members believe that when one member succeeds, we all succeed.

Supporting Documents: None:  Attached:

**Date received in County Coordinators Office:**

**Coordinator's Comments:**

6:00pm Public Meeting  
Truth in Taxation  
December 5, 2024

REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Public Meeting- Truth in Taxation	<b>b. Origination:</b> Required by MN Statute 275.065
<b>c. Estimated time:</b> 20-30 minutes	<b>d. Presenter(s):</b> Kris McNally, Coordinator

**e. Board action requested:**



**Action Required at Public Meeting**

**Discuss budget and proposed property tax**

The proposed property tax levy for the taxes payable year 2025 and the proposed budget for the taxes payable year 2025, or current school year budget in the case of school districts, must be discussed at the public meeting.

**Public comment and questions**

The public must be given a reasonable amount of time to comment on the proposed property tax levy and budget and to ask questions. Robert's Rules of Order may be used to govern the conduct of the meeting.

**f. Background:**

**Notice of Public Meeting  
Kanabec County Board of Commissioners**

Notice is hereby given that the Kanabec County Board of Commissioners will hold the Truth in Taxation public meeting on Thursday, December 5, 2024 at 6:00pm in Board Room #164 of the County Courthouse, 317 Maple Avenue East, Mora, MN to seek public input on Kanabec County's proposed 2025 budget and levy.

Comments may also be submitted in writing prior to the meeting at:  
Kanabec County Board of Commissioners  
c/o County Coordinator's Office  
317 Maple Avenue East Suite 181  
Mora, MN 55051

For further information, contact the office of the Kanabec County Coordinator at 679-6440.

*Published in the Kanabec County Times on 11/21/24.*

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

**Date received in County Coordinators Office:**

**Coordinator's Comments:**



2025 BUDGET SUMMARY	2024 Net Levy Amount	2025 Expenses	2025 Revenues	2025 Planned Use of Fund Balance	2025 Net Levy Amount
Assessor	\$ 544,621	\$ 616,117	\$ 102,150		\$ 513,967
Attorney	\$ 686,023	\$ 900,844	\$ 138,848		\$ 761,996
Auditor/Treasurer					
Office	\$ 745,161	\$ 839,128	\$ 49,550		\$ 789,578
Elections	\$ 73,032	\$ 73,025	\$ 5,300		\$ 67,725
Mainframe Expenses	\$ -				\$ -
Auditor/Treasurer Total	\$ 818,193				\$ 857,303
Commissioners	\$ 191,809	\$ 201,785	\$ -		\$ 201,785
Coordinator	\$ 482,995	\$ 643,183	\$ 41,000		\$ 602,183
Court Administration	\$ 33,000	\$ 44,000	\$ 2,000		\$ 42,000
Law Library	\$ (2,500)	\$ 8,000	\$ 10,000		\$ (2,000)
Culture & Recreation	\$ 12,000	\$ 12,000	\$ -		\$ 12,000
E Central Reg Library	\$ 181,669	\$ 196,636	\$ -		\$ 196,636
Extension	\$ 93,243	\$ 107,750	\$ -		\$ 107,750
Information Systems	\$ 650,696	\$ 792,211	\$ 41,252	\$ 45,000	\$ 705,959
Probation	\$ 263,449	\$ 647,480	\$ 329,055		\$ 318,425
Public Works					
Building Maintenance	\$ 652,010	\$ 841,362	\$ 52,902	\$ 167,000	\$ 621,460
Environmental Services					
Office	\$ 112,669	\$ 246,879	\$ 107,763		\$ 139,116
Water Plan	\$ -	\$ 20,575	\$ 20,575		\$ -
Wetlands	\$ -	\$ 34,270	\$ 34,270		\$ -
Shorelands	\$ -	\$ 5,584	\$ 5,584		\$ -
ISTS	\$ -	\$ 18,600	\$ 18,600		\$ -
Env. Services Total	\$ 112,669				\$ 139,116
Sanitation	\$ -	\$ 128,110	\$ 90,550	\$ 37,560	\$ -
Surveyor	\$ 2,500	\$ 5,500	\$ -	\$ 3,000	\$ 2,500
Public Works Total					
Recorder	\$ 88,539	\$ 305,075	\$ 146,200	\$ -	\$ 158,875
Sheriff					
Law Enforcement	\$ 2,282,705	\$ 3,500,175	\$ 1,153,872	\$ 39,500	\$ 2,306,803
Boat & Water	\$ 2,520	\$ 6,415	\$ 3,895	\$ -	\$ 2,520
Snowmobile	\$ -	\$ 4,110	\$ 4,110	\$ -	\$ -
ATV	\$ -	\$ 3,154	\$ 3,154	\$ -	\$ -
Reserves	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ -
Coroner	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ 50,000
Emergency Mgmt	\$ 17,083	\$ 34,202	\$ 17,119	\$ -	\$ 17,083
Jail/Dispatch	\$ 3,448,913	\$ 3,642,882	\$ 127,000	\$ -	\$ 3,515,882
E-911 System	\$ -	\$ 224,236	\$ 224,236		\$ -
Sheriff's Total	\$ 5,801,221				\$ 5,892,288
Transit	\$ -	\$ 878,330	\$ 864,864	\$ 13,466	\$ -
Unallocated	\$ (2,170,880)	\$ 677,227	\$ 3,450,269		\$ (2,773,042)
Veteran's Services	\$ 152,740	\$ 177,649	\$ 10,000		\$ 167,649
Revenue Fund Totals	\$ 8,593,997	\$ 15,896,494	\$ 7,064,118	\$ 305,526	\$ 8,526,850
Road & Bridge Fund	\$ 1,864,670	\$ 11,320,347	\$ 8,808,000	\$ 357,347	\$ 2,155,000
Family Services Fund	\$ 2,235,053	\$ 7,163,690	\$ 4,385,137	\$ -	\$ 2,778,553
Community Health Fund	\$ 431,708	\$ 3,411,314	\$ 2,966,855	\$ 12,000	\$ 432,459
EDA Fund	\$ 159,470	\$ 35,706	\$ 5,000	\$ 30,706	\$ -
Railroad Authority	\$ 1,200	\$ 2,021	\$ 900	\$ -	\$ 1,121
Bond Fund	\$ 991,166	\$ 1,063,991	\$ 60,000	\$ -	\$ 1,003,991
Net Levy 2025:	\$ 14,277,264	\$ 38,893,563	\$ 23,290,010	\$ 705,579	\$ 14,897,974
				NET LEVY 2025=	14,897,974
2023 CPA= \$1,136,623				REVISION DATE:	11/20/24
2024 CPA= \$1,493,342					
2025 CPA= \$1,452,690					
		Current % =	4.35%		
				CERTIFIED PRELIMINARY 2025 BUDGET & LEVY = 5.86%	

# 6:30pm Appointment

December 5, 2024

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Request for Approval to Enter into an Agreement with Data Cloud Solutions & Office Update	<b>b. Origination:</b> Assessor's Office
<b>c. Estimated time:</b> 10 minutes	<b>d. Presenter(s):</b> Tina Von Eschen, County Assessor

### **e. Board action requested:**

Approve the following resolution to move forward with the Mobile Assessor contract:

Resolution # \_\_\_-12/5/24  
Approval of Data Cloud Solutions Agreement

WHEREAS, the Kanabec County Assessor's Office has identified a need to improve operational efficiency through the implementation of a mobile technology tool for appraisal work; and

WHEREAS, sufficient funding is available from allocated American Rescue Plan Act (ARPA) funds to acquire this technology; and

WHEREAS, the ARPA Committee has reviewed and recommended the purchase of this tool, and the Kanabec County Board of Commissioners has subsequently approved this recommendation.

NOW, THEREFORE, BE IT RESOLVED that the Kanabec County Board of Commissioners hereby approves the purchase of said mobile technology tool for the Assessor's Office from Data Cloud Solutions, as well as two iPads.

BE IT FURTHER RESOLVED that the Kanabec County Assessor is authorized to execute all necessary documents to finalize the purchase and implement the tool.

### **f. Background:**

Our appraisal staff have been using iPads for field work since 2014. This has helped them be more efficient and productive while in the field. It has also reduced the amount of paper used and printing costs. While iPads have helped efficiencies, we still need to do a lot of manual work upon returning to the office – enter data collected into our MCIS CAMA system, uploading and labeling pictures, follow-up on taxpayer questions that can't be handled in the field, etc. Staff currently are unable to view maps and aerials while in the field as we do not have wireless service. Additionally, there is a lot of time that goes into mapping their daily plan before heading out.

The new software for which ARPA funds have been approved, will improve efficiencies immensely. The primary benefits are:

- Data will be entered into the mobile software and uploaded into the CAMA system automatically. This will eliminate the double-entry the appraisers are currently doing.
- Auto-numbering and saving of photos. There will no longer be a manual process. We take a minimum of two photos on every improved property. The current process involves connecting the camera, uploading, filing in the folder, re-naming all photos, etc.
- Building sketches would be done on the iPad with the new sketch tool in the field, and uploaded. This is not possible with our current CAMA system.

- Built in map allows you to clearly see what work you have done at all times. We currently do not have any digital system that can do this in real time.
- Mapping system allows you to see where you are in relation to other parcels at all times (with signal) so you can instantly access any property record on the fly. This will help in those times where multiple taxpayers are at one property asking questions.
- When the appraisers go out in the field they just need to load their days work and they are ready, and mapped, to go.
- If the appraisers have limited connection in the field they can still work all day in the field and once they connect all information is automatically uploaded to our CAMA system.
- Built in tracking tool for safety and documentation.
- This opportunity allows us to easily improve our technology and efficiencies by an estimate of about 6 hours per week, per appraiser, at minimum.

Mobile Assessor is provided by a private company called Woolpert Geospatial, Inc. Currently they have the contract for New York City so they can easily handle large amounts of data. St. Louis County has used this product for a number of years and have worked the bugs out with the MCIS integration. This past assessment year, they claim to have saved months of staff field work time for each appraiser due to the new efficiencies. They can now have more time in the office working on other projects that have been given less priority or time devotion due to the amount of catch-up we've had to do year, after year. I have attached some information provided by Woolpert and the contract for your review. Currently the start-up cost has been approved via ARPA funds. Cost after implementation would go through the Assessor budget. It is important to note the 11 hours per week we had planned to devote the clerk (which we did not refill the position) to appraiser duties more than covers the annual cost of the software.

Supporting Documents: Attached:

Date received in County Coordinators Office:

Coordinators Comments:

# Making the Switch to Mobile Appraisal Technology

## Overview

Increasing appraisal capacity without adding additional staff requires the effective utilization of productivity-enhancing technologies. Implementing field-optimized, mobile appraisal tools has proven to be an extremely efficient way to increase productivity. Focusing on examples from jurisdictions including Augusta, Ga.; Hall County, Ga.; Lucas County, Ohio; Salem, Va.; Travis Central Appraisal District, Texas; and Yamhill County, Ore.; this paper will discuss:

- Inefficiencies inherent in current appraisal processes
- Benefits of a fully integrated and mobile-optimized field solution
- Challenges and risks of mobile appraisal solutions
- Return on investment (ROI) potential

## The Downside of Status Quo

Jurisdictions across North America have implemented mobile appraisal tools for a variety of reasons, many of which boil down to a single word: efficiency. Existing appraisal processes leave much to be desired in terms of efficiency, especially in the following tasks:

### Field Work

Before the first appraiser ever steps foot on a property, jurisdictions spend weeks printing and assembling paper document packets. This time-consuming and costly process delays the start of seasonal field work. Once appraisals begin, even more time is wasted collecting and organizing forms, reports and other documents to keep up with demand.

### Data Entry

Duplicate data entry is problematic no matter if the appraisal process is paper-based or uses annotated digital PDFs. Workloads are compounded when the process requires capturing data in the field and returning to the office to manually populate the CAMA system with data and sketches. This duplicate data entry process has a high propensity for human error.

### Photo Association

Manually associating photos to parcels is one of the most time-consuming and labor-intensive processes involved in appraisals. After photos are taken in the field, the appraiser must manually log the parcel and photo numbers, download the images to the network drive at the office, open the parcel in the CAMA system and attach the images to the correlated extension.

### Why Mobile?

Mobile appraisal solutions can mitigate many appraisal inefficiencies, leading to productivity gains and increased appraisal capacity.

### Time Savings

Removing paper preparation tasks moves appraisers into the field earlier, both at the beginning of the field work season and on a daily basis. Additionally, field-optimized solutions provide appraisers with on-the-fly routing capabilities that minimize driving time and accelerate data collection.

## Enhanced Accuracy

Fully integrated mobile solutions eliminate duplicate data entry for field-collected property attributes, sketches and associated photos. Not only do these tools save time, but they also reduce data entry errors and lead to more consistent, predictable values and fewer appeals.

## Improved Employee Satisfaction

The increased efficiency associated with mobile appraisal solutions has a positive effect on employee morale. Appraisers report improved confidence in data collection and assessments, reduced stress levels and higher job satisfaction.

## Considering Mobile

### Challenges

There are various challenges to plan for when considering mobile technologies. Jurisdictions may face three primary challenges when evaluating mobile appraisal solutions: funding, change and integration. All three require strong leadership to overcome.

### Funding

Obtaining management and/or commissioner buy-in and funding for a mobile appraisal solution often requires the development of a realistic business case with a sizeable ROI.

### Change

Change is never easy, especially when it comes to technology. Accustomed to specific tools and processes, often people will resist change—even if that change will increase efficiency. To overcome this reluctance, strong leadership must transform resistance and hesitation into excitement and anticipation. Successful change management often includes staff early in the decision-making process. Staff members who attend demonstrations, review benefits and evaluate ROI information often have less trepidation and buy in faster, resulting in a smoother transition.

### Integration

It is highly advisable to work with vendors who adopt open data platforms for integrating data and systems. Every year, jurisdictions spend considerable sums to maintain their public records data and various appraisal, GIS and sketching systems. The largest hurdle regarding integrating the data and systems for the betterment of the office and the public often is not a technical one; rather, it can be private vendors locking away what most would consider to be public data. Vendors should not be permitted to block the integration of data with multiple systems.

### Risks

Not all mobile appraisal solutions are created equally; some may result in productivity losses, open the door for data loss or errors or even shift workload burdens.

### Reduced Access

One such solution type is the check-in/check-out system, which requires that the mobile device be taken to the office at least twice per day: once to load the parcels onto the device (check-out) and once to transfer the data from the device to the CAMA system (check-in). In many check-in/check-out systems, once parcels are checked out, they are then locked in the office so no one can access or make changes to them. Just like in a paper-based system, the appraiser only has access to the data for the checked-out parcels and cannot address issues at parcels not on the current worklist. In order to respond to such issues, appraisers would need to return to the office to check out the additional parcel data before traveling back to the parcel(s) in question.

### Data Loss

Another major problem with a check-in/check-out system is the high risk of data loss. If a device is lost, stolen, broken or malfunctioning before changes are uploaded to the CAMA system, those changes are lost forever.

*"What is substantial is the other benefits we are now realizing. This has allowed us to make other process changes and significantly shift our calendar which has had a compounding effect - rather than having field work data entry continuing until June and overlapping valuation and equalization seasons, we are now able to complete all field work before February 1st which allows us to start earlier and devote all appraisers to valuation efforts, and has provided us time for additional research and quality control projects that we have not been able to address in the past- which gives us a better data quality, more accurate appraisals and makes the valuation phases go quicker. With a quicker valuation phase we are able to send our notices earlier and start our equalization phase sooner and are able to process taxpayer appeals much more rapidly (it also makes the traditionally adversarial equalization phase less stressful for the staff which helps manage staff burnout and retention)."*

**Marya D. Crigler, RPA Chief Appraiser  
Travis Central Appraisal District**

## Data Errors

“Paperless” systems that employ a PDF mark-up approach still require manual data entry, wasting valuable time and increasing the chance for data errors and even data loss.

## Shifting of Workload Burdens

Mobile solutions that aren’t field-optimized and seamlessly integrated with office systems usually shift the workload burden to others. For example, eliminating paper by marking up PDFs often requires a larger time investment from IT or appraisal supervisors than a traditional paper-based workflow. It also typically takes more time for data entry staff to manage the new processes. Check-in/check-out systems often shift to IT staff to manage the burden of complicated work assignment processes or workflow bottlenecks created by database access restrictions. In the end, the time saved in the field is often more than reclaimed by additional time spent in the office, sometimes by higher-paid staff or departments without available bandwidth.

It is crucial to measure ROI based upon the time and resources saved across all departments, not just one activity or business unit. Implementing a cloud-based solution that is fully integrated with all other property database systems will mitigate these risks, eliminating duplicate data entry, minimizing the risk of data loss and enabling efficient remote work with a high ROI.

## ROI Examples

Most jurisdictions implementing MobileAssessor by Data Cloud Solutions, a Woolpert Company, as their mobile appraisal solution will experience a 100% ROI within the first 12-18 months of use due to a nearly 300-600% increase in productivity (less overtime, lower fuel and repair costs due to optimized routing, minimal paper cost, minimal duplicate manual data entry). The following real-world examples demonstrate the high ROI of field-optimized mobile appraisal solutions having seamless integrations.

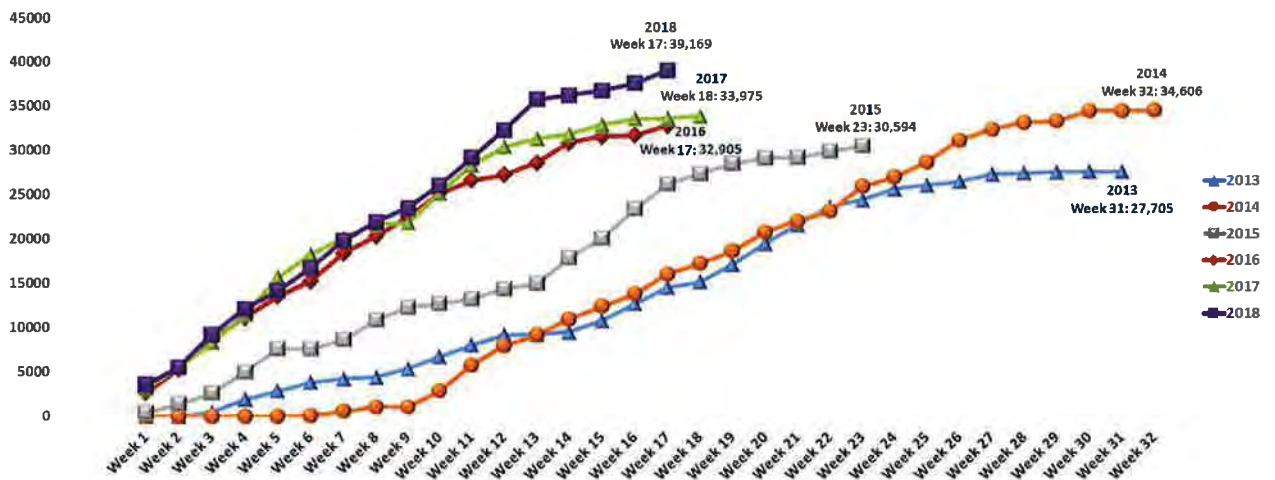


Figure 1: Productivity increases

Figure 1 shows the year-over-year increase in the productivity of permit checks (e.g., ground-up new construction, % complete checks, new sketching, etc.). The 2013 trend line reflects paper processes commenced in the first two weeks of 2013 and completed in June 2013 (27,705 permit checks/field visits). The very first cycle using MobileAssessor was started in week 7, five weeks later than normal. By June, appraisers had completed 34,606 permit field visits, 6,901 more than during the corresponding period in 2013—and with five fewer weeks of work. Additionally, 100% of all the data entered and sketched was synchronized directly to CAMA from MobileAssessor. Year-over-year, the process improvements and adaptations led to calendar shifts and increased efficiencies across the department.

32  
Weeks

**Before  
MobileAssessor**

Time needed to conduct 34,000 field inspections **before** mobile assessment implementation

16  
Weeks

**After  
MobileAssessor**

Time needed to conduct 34,000 field inspections **after** mobile assessment implementation

60  
Minutes

**Before  
MobileAssessor**

Average time taken to measure, sketch, and complete data entry of residential improvement **with paper, tape and graph paper**

15  
Minutes

**After  
MobileAssessor**

Average time taken to measure, sketch, and complete data entry of residential improvement **with mobile assessment, laser measuring and sketching**

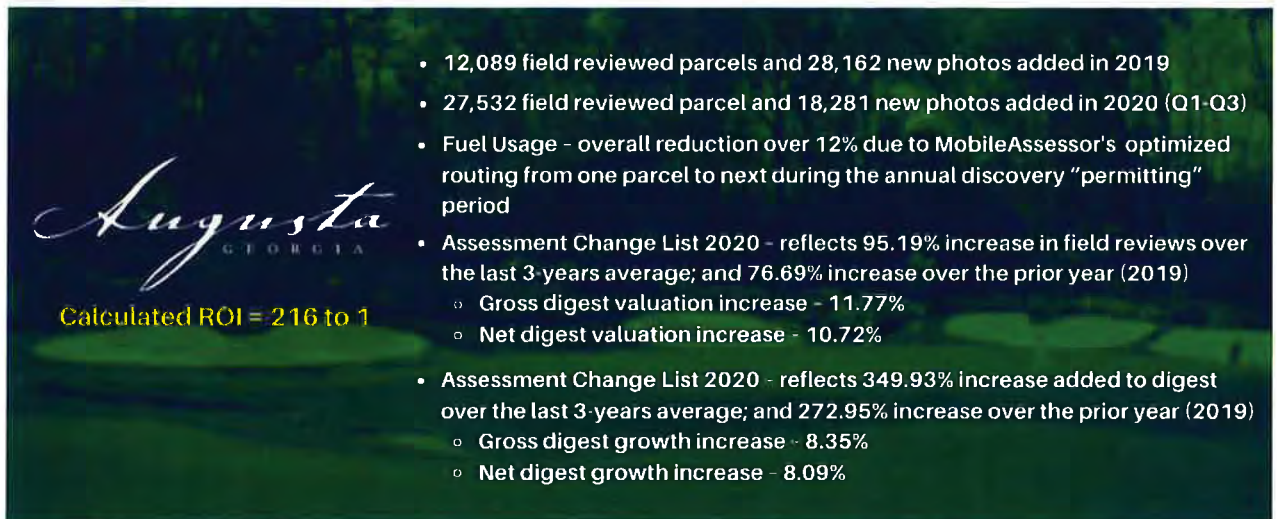


Figure 2: Augusta-Richmond County statistics

Figure 2 details ROI statistics provided by Augusta-Richmond County, Ga.

Average Cost in Ohio Counties for Mass Appraisal Per Parcel	\$15-\$25
Anticipated/Budgeted Cost for Lucas County Per Parcel	\$11.90
Additional \$\$ Savings in Project to Date Per Parcel	\$3.50 +/-
Time Savings in Project to Date (over 200,000 parcels)	~ 3 minutes per parcel (over 10,000 personnel hours)

Figure 3: Lucas County cost savings

Figure 3 breaks down the cost saving realized by Lucas County, Ohio, during the first reappraisal cycle using MobileAssessor.

## Testimonials

*"With growing property portfolios that were notably out pacing the approved additional labor allocation for our team, our office has been in search of a solution that would allow us to streamline the appraisal process to do more with the staff we had. We needed to streamline everything from permit gathering, appraisal assignments, tracking, field work, data entry and quality control review. Three years ago we partnered with Data Cloud Solutions to implement MobileAssessor. With this new technology we were able to complete these appraisal cycle tasks more efficiently and accurately. It is exciting to see that we have increased our annual appraisal capacity by more than 125% without adding additional staff.*

*Our appraisal team members have embraced the change from a paper based, duplicate data entry and static platform environment to now being paperless in the field, completing data entry once while in the field, and having a live connection to our appraisal platform wherever they are. Everything they may need to do their job is at their fingertips. No more double data entry or saving, renaming and indexing photos and sketches. It's all done automatically through this platform. MobileAssessor has set the bar for the future of mass appraisal programs."*

**- Derrick Wharff, Assessor & Tax Collector, Yamhill County Oregon**

*"With MobileAssessor we have been able to completely eliminate duplicate data resulting in more accurate appraisals. The increase in accuracy lead to more predictable values year over year and greatly reduced our appeals. The productivity gains from using MobileAssessor have been equivalent to hiring 5 additional appraisers."*

**- Steve Watson, Chief Appraiser, Hall County GA**

*"We really love how user-friendly MobileAssessor is and can tell that the workflow and design of the interface was built by people that understand our jobs and tasks as appraisers. The support that DCS provides is excellent and we are excited about the efficiency and accuracy at which MobileAssessor allows us to collect data. A major improvement all around."*

**- Derek Dubbé, RES, Appraiser Supervisor, Arlington County Virginia**

*"MobileAssessor allowed us to re-photograph all our properties in less than 3 months last year. It has also streamlined our sale inspection and building permit processes with its routing capabilities and by removing paper property record cards and the need to re-enter field data directly into our CAMA system. We are just scratching the surface of what this tool can do for our office but we believe it's the future of property data collection and it's allowing the appraisers who are their own data collectors to do more than ever."*

**7 - Justin Kuzmich, Real Estate Director, City of Salem, VA**

PO Box 2194, Springfield, OH 45501  
service@datacloudsolutions.net

TO Tina Diedrich-Von Eschen, SAMA  
Kanabec County Assessor  
317 Maple Avenue East, Suite 271  
Mora, MN 55051

SALES CONTACT	SITE	PRICE GUARANTEE	QUOTE EXPIRATION
Billy Burle	Assessor Office	240 days	11/28/2024

QTY	DESCRIPTION	UNIT PRICE (\$)	LINE TOTAL (\$)
1	CAMA Cloud <sup>SM</sup> Site License + Implementation; The one-time site fee for initial implementation covers all residential and commercial (RP) data-field mapping, screen layout, initial data uploads/synchronization logic, & remote training. Total account size of up to 13,000 parcels. (MCIS Hosted)	n/a	9,500.00 + 4,500.00
4	CAMA Cloud: MobileAssessor <sup>SM</sup> Licenses (min. 3+ year term); One-time license fee, UNLIMITED USE, iPad Package, w/ Data Collection, DynamicRoute <sup>SM</sup> , Interactive GIS, Touch Sketching, Instant PhotoBase <sup>SM</sup> .	2,900 X e. Mobile Lic's	11,600
3	CAMA Cloud: Admin Console Licenses; Field tracking and audit trail, Real-Time Q.C. Module, Real-Time Administrative Dashboard & Reports. MA license * 70% included.	\$1,000 X e. add Desk Lic's	0.00
3	Training; 1.25-1.75 days Mobile/appraisers, 1.25-1.75 days Admin Console/supervisors. 3 days.	n/a	4,400.00
1	One-time discount for MCIS sites with contracts signed in Q2 2024 and go live in Q2 2025 or later		(3,500)
ESTIMATE TOTAL			\$26,500.00

Notes:

The first-year implementation costs will include a pro-rated maintenance fee based on the **client's** budget cycle. (see *maintenance on next page*)

*\* All prices quoted are based upon 3+ year contractual pricing terms. Any term less is subject to increased license costs. iPads not included*

*Payment plans are available upon request.*

We look forward to hearing from you soon.  
THANK YOU FOR YOUR INTEREST!



PO Box 2194, Springfield, OH 45501  
service@datacloudsolutions.net

**TO** Tina Diedrich-Von Eschen, SAMA  
Kanabec County Assessor  
317 Maple Avenue East, Suite 271  
Mora, MN 55051

**ANNUAL MAINTENANCE & SUPPORT FEES**

QTY	DESCRIPTION	UNIT PRICE (\$)	LINE TOTAL (\$)
1	SaaS Maintenance, Photo Repository, Field Audit History & Remote Support (min. 3+ year term): SSL, and Guaranteed no-loss data backups & secure storage. (35,500 parcels) (MCIS Hosted) Minimum \$1,000	SaaS x Est. Parcels	1,170.00
1	CAMA Cloud & MobileAssessor <sup>SM</sup> Maintenance % Site + 4 mobile + 3 desktop license fees (includes Advanced Maps)	% of License Fees	6,119.00
<b>TOTAL EST. ANNUAL COST</b>			<b>\$7,289.00</b>

I have read the information outlined in this form and authorize Data Cloud Solutions, a Woolpert Company to make required arrangements in order to perform the above mentioned tasks and agree to pay all referenced costs.

Acceptance of Quote/Order:

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Printed Name

We look forward to hearing from you soon.  
THANK YOU FOR YOUR INTEREST!

# SOFTWARE LICENSE and RELATED PROFESSIONAL SERVICES AGREEMENT

## APPRAISAL TECHNOLOGY INTEGRATION TO FACILITATE KANABEC COUNTY, MN'S DISCOVERY & APPRAISAL OF REAL ESTATE AND EQUALIZATION OF VALUES

This Software License and Professional Services Agreement ("Agreement") is made as of the effective date specified in this agreement by and between Woolpert, Inc. d/b/a Data Cloud Solutions, a Woolpert Company ("Woolpert" or "Supplier") an Ohio corporation having a principal place of business at 1730 N. Limestone St., Springfield, OH 45503 and Kanabec County, 317 Maple Avenue East, Suite 271 Mora, MN 55051 ("Customer"). Collectively, Supplier and Customer shall be known as the Parties.

### RECITALS

**WHEREAS** Customer, pursuant to state law, is responsible for uniform and accurate real estate assessments according to fair market value, and

**WHEREAS** Customer has the desire to acquire and implement a number of technology-based resources for improved and more cost-efficient performance of assessment demands and responsibilities, and

**WHEREAS** Customer has instituted a performance plan for the discovery and valuation of new construction, scheduled appraisal updates, and on-going equalization based upon the approach of empowering in-house resources in conjunction with its already implemented technologies (e.g., GIS) and CAMA databases without requiring a time-consuming rollout period, and

**WHEREAS** Customer wishes to now bring those technologies and databases into an integrated and synchronized mobile environment for onsite property data verification and correction, new construction data collection, Board of Equalization and appeal related property reviews, and values equalization including scheduled appraisal updates and on-the-fly uniformity assurance efforts, and

**WHEREAS** Supplier is engaged in the business of developing and selling **CAMACloud™ software**; including MobileAssessor™, and its desktop Administrative & Quality Control modules (hereinafter referred to as "Software"), and providing services with respect to the same, and

**WHEREAS** Supplier possesses the expertise and the resources to perform the professional services as required to meet the herein stated goals and requirements of Customer.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

- 1) **Term.** This Agreement, including the End User License Agreement (“EULA”) attached hereto and incorporated herein by reference, and in which Customer shall be referred to as “Licensee”, shall **commence on the Effective Date of this Agreement (page 7)** and **end on December 31, 2030** then automatically renew each subsequent year with annual maintenance and support running from January 1 through December 31 of the subsequent year until Customer provides written notice to terminate no less than 60 days prior to an upcoming renewal term. The services hereunder shall be provided by Supplier in accordance with the following schedule:
- a) **Estimated Project Start:** beginning the later of 90 days after Supplier receives a fully executed copy of this Agreement; or, 60 days after Supplier receives the initial payment as referenced in Section 3)a)i).
  - b) **Implementation:** beginning the later of 75 days after Supplier receives the initial payment as referenced in Section 3)a)i); or, within 75 days after Supplier receives remote access to Customer’s CAMA system (MCIS, hosted).
  - c) **Delivery of Production Software and Training:** unless a later date is approved by Customer, training shall begin the later of 135 days after Supplier receives remote access to Customer’s CAMA system; or, within 95 days after Customer approves of Software screen layouts presented by Supplier during the above referenced implementation period.
    - i) Provided that Customer has provided Supplier with remote access to install Software on a server or virtual machine with **ODBC access to the CAMA database and read/write privileges to the photo storage directories within 21 days of Supplier’s request.**
      - (a) *Each day after the above referenced remote access isn’t provided to Supplier; then, Supplier may shift all delivery dates by one or more days, at Supplier’s sole discretion.*
  - d) **Software Subscription, Hosting, Maintenance and Support:** beginning within 30 days after Supplier received remote access to Customer’s CAMA system and ending at 11:59PM December 31, 2030, then automatically renew each January 1 through December 31 of each subsequent year until Customer provides written notice to terminate no less than 60 days prior to an upcoming renewal term.
- 2) **Scope of Services.** Supplier shall provide to Customer professional services regarding the provision, set-up, and implementation of Software for up to:
- **13,000 real property accounts/parcels** (including all real property types; i.e., residential, commercial, exempt, industrial, mixed use, etc.), and
  - **7 Named User Devices** (CAMACloud™ licensed devices not to exceed **4 iPads + 3 desktop PC’s**), and
    - **7-20 Floating Users**, broken down as follows;
      - MobileAssessor = 6,
      - Administrative Console (14):
        - Appraisal Task Control = 1-3,
        - Quality Control = 1-3,
        - Reports = 1-3,
        - Field Tracking = 1-3,
        - Basic Settings = 1-2;
    - and, training of Software on Customer hardware, including:
  - a) Field appraiser mobile devices (see section 2)c) for supported devices) loaded with Customer’s technology-based resources including CAMA data, GIS data, and up to one street level photograph of each parcel.

Each of the CAMACloud™ licensed devices can be operated in at least one or more combinations

of the following functions (depending on final configurations, role settings, and mobile field appraisal versus office quality control):

- Automated/Dynamic parcel visitation routing
- New construction field listing
- Updated street level photography
- Sales and market data validation
- Desktop review of properties via the admin console with streaming dashboards, Quality Control, Tracking, and Reporting modules
- Reappraisal data verification / collection
- Market areas statistical review and delineation notation
- Land and building values equalization review
- Reappraisal valuations final field review
- Administrative monitoring of work performance with real-time management QC review, management of field operations, live mobile application tracking, and audit trails.
- Appeals' field checks

- b) **Upgrades included as part of this Agreement for MobileAssessor:** Apex sketch integration.
- c) Configuration assistance of up to **four (4) Customer provided iPads** (supported models = 4G-5G cellular, "Air" or "Pro", with an A14 processor, or better; e.g., A15, M1, M2, M4, etc.). Hardware maintenance is not provided by Supplier and not covered by this Agreement.
- d) Onsite, hands-on training of Customer in the use of Software, including the field appraisal functions and administrative management functions; not to exceed 2.5 days in total. Onsite training shall be in conducted in the following allotment(s):
- i) no more than one session containing 3 consecutive business days; and
  - ii) no more than 9 Customer participants/trainees.

Additional days of training can be purchased on an as-needed basis.

- e) Software as a Service (SaaS) hosting and implementation, covering all pertinent residential real property CAMA data-field mapping (see ii below), by Supplier for the duration of licensed use by Customer.
- i) Customer must provide CAMA data, GIS shapefiles, and subject matter experts related to Customer data, workflow, and business processes in a format and manner deemed acceptable by Supplier (e.g., Microsoft Access database, csv's, and/or SQL export; parcel boundaries shapefile, etc.). All such data provided by Customer shall remain the property of Customer, notwithstanding anything in this Agreement, including Exhibit "A", to the contrary.
  - ii) Up to 200 read-only fields and 200 editable fields, across 20 CAMA tables or less (excluding lookup/reference tables). Each extra read-only field would require an additional \$100 one-time fee plus \$25/field/year in additional annual maintenance and support. Each extra editable field would require an additional \$500 one-time fee plus \$150/field/year in additional annual maintenance and support. Each extra CAMA table would require an additional \$1,500 one-time fee plus \$500 per CAMA table above 20, per year, in additional annual maintenance and support. If additional data or tables above

and beyond the included quantities listed above are requested by Customer, then Supplier may shift all delivery dates by one or more days, at Supplier's sole discretion.

- f) Standard Maintenance and Support as described in this Agreement & the attached EULA. In the event of any conflict between the provisions of this Agreement and the EULA, the terms of this Agreement shall control.
- *Premium Support and Professional Services are available for an additional time and materials fee, or a discounted rate for longer term commitments. Some examples of premium services include analyses of Customer specific use cases by Supplier staff with executive authority with regard to software enhancements, change orders, and project management decisions; including, (a) mobile device mass appraisal and integrated field review best practices, (b) business process/requirements analysis, change management, and workflow optimization, and (c) appraisal analytics, consultation, and rates development. Onsite observations and findings shall be applied to Software training as applicable to the proper collection and incorporation of market data.*

Any professional services in excess of the amounts described in this Agreement shall be billable by Supplier to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

**3) License and Professional Fees for Software and/or Hardware and Initial Subscription Services.** All licensing and implementation services set forth in this Agreement shall be completed for a sum not to exceed **\$19,760** (including SaaS fees through December 31, 2025) **plus \$2,900 per mobile license granted in this Agreement** (reference Section 2).

- a) All bills properly rendered shall be due within thirty (30) days of the date of the invoice. Any bill unpaid after thirty (30) days shall be subject to a one percent (1%) per month interest rate for each month or part thereof that the bill remains unpaid.

- i) The following shall be invoiced upon the due execution of this Agreement:

- (1) 75% of Software License and Professional Fees = \$19,875.00 ( $\$26,500 * 0.75$ )
- (2) 100% of Initial Subscription Services Fees = \$4,860 (pro-rated SaaS fees through 12/31/2025)
- (3) Hardware Services = \$0

***First installment of one-time fees not to exceed \$24,735.00.***

- ii) The following shall be invoiced upon the CAMACloud Synchronization Service being installed on Customer's server:

- (1) 25% of Software License and Professional Fees = \$6,625.00 ( $\$26,500 * 0.25$ )

***Final installment of one-time fees not to exceed \$6,625.00.***

- b) Customer may add additional licenses after the execution of this Agreement under the following conditions:

- (1) Customer requests a Purchase Order estimate/quote from Supplier,
- (2) Customer provides purchase authorization via Purchase Order provided to Supplier,
- (3) 100% of additional license fees are paid within 30 days of activation,
  - (a) additional mobile licenses can be purchased set at then current rates, each, and

- (b) additional desktop administrative console licenses are \$1,000 each.
- c) Customer may add additional CAMACloud™ modules after the execution of this Agreement under the following conditions:
- (1) Customer requests a Purchase Order estimate/quote from Supplier,
  - (2) Customer provides purchase authorization via Purchase Order provided to Supplier,
  - (3) 100% of additional upgrades fees are paid within 30 days of activation,
    - (a) additional modules will be set at then current rates,
    - (b) additional upgrades will be set at then current rates.
- d) If Customer determines that Supplier is not in compliance with the terms of this Agreement, Customer may suspend payments until Supplier is in compliance with the terms and conditions of this Agreement.
- i) Full payment by Customer to Supplier shall be immediately due if the parties agree that Supplier was not able to fulfill the requirements of this Agreement due to any inability of Customer to rectify any unreasonable working environment issues, for which Customer is accountable for, that interferes with Supplier's ability to successfully complete agreed upon services.
- 4) Annual SaaS Fees: Hosting, Maintenance and Support for Software.** Customer shall pay Supplier annual SaaS Fees not to exceed **\$4,389.00 plus \$725.00 per mobile license**. In exchange for such fees, the Supplier shall provide the annual hosting, maintenance, and support of Software during the term of this Agreement; for which Customer will be entitled to all product updates that prevent or correct identified errors in Software (including revisions required due to third-party operating system or browser updates).
- a) Annual SaaS fees (yearly hosting, maintenance and support fees) may increase to then current rates if Customer adds additional modules, switches CAMA systems, or upgrades after the execution of this Agreement as referenced in Sections 3)b) and 3)c).
  - b) There is no credit or refund in the one-time license fees if the quantity of mobile licenses or upgrades is decreased at any point in the future, but the annual maintenance and support fees shall decrease by the then applicable and respective maintenance rate(s) per removed license or upgrade, per year.
  - c) **Full (non-discounted and not pro-rated) annual maintenance begins January 1<sup>st</sup> of each year.**
    - i) Example: The 1/1/2025 – 12/31/2025 pro-rated and discounted SaaS Fees (“Initial Subscription Services”) in the amount of \$4,860 will be due as stipulated in Section 3 of this Agreement; then **\$7,289 for the first full year shall be due by 1/31/2026** (for services running 1/1/2026 – 12/31/2026); then ~\$7,289 for the second full year shall be due by 1/31/2027; then ~\$7,289 for the third full year shall be due by 1/31/2028; then ~\$7,289 for the fourth full year shall be due by 1/31/2029; then ~\$7,289 for the fifth full year shall be due by 1/31/2030 for which maintenance and support (and all access to Software) shall terminate at the end of 12/31/2030 if Customer provided a sixty (60) day notice to cancel, else Software hosting, maintenance, support, and applicable fees shall continue for any extension of the Term.
      - (a) The tilde symbol (~) above is to represent an approximation of future annual amounts due while considering the following: the above amounts can increase or decrease

based upon the then current, applicable, and respective number of licenses or upgrades added or removed after the execution of this Agreement, in accordance with Sections 3 and 4; or, if in the event of no upgrades then the annual maintenance amounts may increase by an amount not to exceed 4.25% from one year to the next.

- d) Supplier will provide standard support services on Software products in use by Customer and will use reasonable efforts to respond to all service inquiries within three (3) business days. However, Supplier cannot guarantee response times for those inquiries requiring substantial research or if Customer does not provide sufficient details or reproduction steps.
- e) For each software product for which Customer has purchased, they will be provided with installation, basic set-up, problem analysis, problem resolution, and preventative or corrective service information and efforts to reproduce and correct errors identified by Customer or determine that errors are not reproducible.

**5) Reimbursement of Expenses.** Supplier shall be responsible for all direct expenses of Supplier with regard to its performance of its services under this Agreement, including travel, lodging and per diem expenses; with exception for any support or professional services in excess of any of the above-described hours/days/licenses shall be billable by Supplier to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

**6) Mutual Mediation Clause.** Upon demand by either party, the parties agree to mediate any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including but not limited to the determination of the scope or applicability of this agreement to mediate. This clause shall not prevent either party from initiating any claim or suit, but if exercised by a party, both parties agree to stay any litigation for a reasonable time pending the mediation. If either party chooses to exercise this right to demand mediation, then, by doing so, that party shall also consent and agree to toll any limitations periods applicable to any claims that the other party may have against the party demanding mediation, such that all applicable limitations periods shall be extended by the same number of days as the period of time from when the demand for mediation was first placed into the mail or otherwise actually communicated to the other party, until the day on which mediation is completed ("Mediation Delay"); and the party demanding mediation shall waive all defenses based on statutes of limitations where litigation is actually commenced within an amount of time from the date that the statute of limitations would have otherwise run equal to the length of the Mediation Delay.

**7) Non-Waiver by Parties.** No act or omission of any party shall be construed as constituting or implying a waiver by such party of any default hereunder or of any breach or non-observance of the provisions hereof on the part or the other party or as a surrender of any of the rights of such party resulting therefrom, unless expressly consented to in writing by the party waiving such right.

**8) Confidentiality.** The parties agree to hold each party's confidential information in strict confidence and to take reasonable precautions to protect such confidential information (including, without limitation, all precautions each party employs with respect to its own confidential information); unless disclosing-party of confidential information authorizes disclosure in writing. Customer shall not be in breach of this Agreement, including Exhibit "A", in the event Customer is required by law, court order or enforceable subpoena to turn over any information, software or other data that is otherwise confidential hereunder. Provided however Customer will give Supplier written notice within twenty-four hours of Customer's receipt of any request, order or subpoena to allow Supplier to seek whatever protections it deems advisable against such disclosure.

**9) Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the laws

governing this Agreement or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall then be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.

**10) Amendments.** This Agreement may not be modified or changed in any respect whatsoever except by written amendment signed by each party.

**11) Designated Representative.** Any notice that must be given under the present Agreement must be communicated in writing at the following addresses:

Person in charge of this project who will be available, knowledgeable, and authorized to execute binding agreements on behalf of Supplier or Customer:

Woolpert: Daniel T. Anderson \*

Customer: Tina Diedrich-Von Eschen\*\*

E-mail: daniel.anderson@woolpert.com \*

Email: tina.voneschen@co.kanabec.mn.us\*\*

*\*or then current Data Cloud Solutions' Practice Leader,*

*\*\*or then current Assessor*

*Copy to: jon.downey@woolpert.com*

**12) Entire Agreement.** The present Agreement, attached Schedules, and/or Purchase Orders constitutes the full and complete understanding and agreement of Supplier and Customer (and Software Licensee) and supersedes all prior negotiations, understandings and agreements pertaining to the subject matter of this Agreement. This Agreement may be supplemented by one or more Purchase Orders, which will be deemed to be part of this Agreement when signed by each party.

THE PARTIES HEREBY AGREE TO ALL OF THE ABOVE TERMS AND HAVE EXECUTED THIS AGREEMENT BY A DULY AUTHORIZED REPRESENTATIVE.

**EFFECTIVE DATE:** [ \_\_\_\_\_ ]

ACCEPTED BY:  
Woolpert, Inc.

ACCEPTED BY:  
Kanabec County, MN

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

Vice President, Practice Leader (DCS)  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

The undersigned secretary and/or custodian of records hereby certifies that the above and foregoing SOFTWARE LICENSE AND RELATED PROFESSIONAL SERVICES AGREEMENT was approved.

\_\_\_\_\_  
Authorized Signature



**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of an amount not to exceed **\$31,360.00 payable prior to July, 2024** which is hereby authorized.

Funds for future years are subject to appropriation in the Customer's then current annual budget and are not guaranteed, but are projected to be \$7,289 - \$8,600 payable in January of each subsequent year (beginning January 1, 2026) for ongoing annual maintenance and support. **See Sections 3-4 for proposed schedule of payments' due dates.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature  
Account No. (if applicable) \_\_\_\_\_

## EXHIBIT "A"

### End User License Agreement

#### 1 DEFINITIONS.

1.1 "Purchase Order" has the meaning set forth in Section 2.

1.2 "Floating User" means the number of undesignated concurrent users specified in this Agreement (or any subsequent and mutually agreeable Purchase Order or amendment related thereto), who may simultaneously access and use the Licensed Software via Named User-Devices, subject to the license granted herein.

1.3 "Named User-Device" means the number of users specified in this Agreement (or any subsequent and mutually agreeable Purchase Order or amendment related thereto), who are employees or authorized contractors of Licensee and specifically designated to use the Licensed Software, subject to the license granted herein.

1.4 "Licensed Software" means the proprietary software of Data Cloud Solutions, a Woolpert Company ("Woolpert", "Woolpert, Inc."), in object-code (end-user interface) format only; for such Software that is identified in the recitals of this Agreement (or any subsequent and mutually agreeable Purchase Order or amendment related thereto).

1.5 "Business Unit" means the specific municipal division (e.g., real estate assessment) or operations unit identified in a Purchase Order for which Licensee is authorized to use the Licensed Software.

1.6 "Intellectual Property Rights" means any and all rights, whether or not registered, that may exist from time to time in this or any other jurisdiction under patent law, copyright law, moral rights law, publicity rights law, trade secret law, trademark law, unfair competition law or other similar protections.

#### 2 PURCHASE ORDERS.

2.1 Licensee may issue to Data Cloud Solutions, a Woolpert Company ("Woolpert", "Woolpert, Inc.") written Purchase Orders identifying the Licensed Software and services Licensee desires to obtain from Woolpert (the "Purchase Order(s)"). Such Purchase Orders shall be consistent with the terms and conditions of this Agreement. It is the parties' intent that a quote/estimate be generated by Woolpert for each Purchase Order Licensee intends to issue to Woolpert. Woolpert shall accept any mutually agreeable Purchase Orders or alterations thereto which do not establish new or conflicting terms and

conditions from those set forth in this Agreement and the exhibit(s) attached hereto or entered into pursuant to the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Purchase Order, the applicable terms of this Agreement shall prevail over the conflicting terms of such Purchase Order. Woolpert may reject a Purchase Order that does not meet the conditions described above by promptly providing to Licensee a written explanation of the reasons for such rejection. Each executed Purchase Order shall be attached hereto and incorporated herein as Purchase Order 1, 2, et seq.

#### 3 LICENSE.

3.1 Grant of License. Subject to the terms of this Agreement and any applicable Purchase Order, Woolpert hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, restricted license to use the Licensed Software for internal purposes only, for the specific business purposes and Business Unit (if applicable), and during the license term specified in a Purchase Order (the "License"). The License permits employees and authorized users of Licensee to use the Licensed Software, subject to the number of Floating Users and/or Named User-Devices specified in the Purchase Order.

3.2 Prohibited Uses. Licensee may not (i) transfer all or any portion of the Licensed Software to a different computer configuration or permit use by third parties or other functionally independent business units affiliated with Licensee or affiliates of Licensee, (ii) reinstall or use the Licensed Software or documentation following the expiration or termination of this Agreement unless it enters into an additional license agreement with Woolpert, (iii) attempt to circumvent any technical devices of the License Software that are directed at, or have the effect of, enforcing the terms of this Agreement, (iv) make copies of the Licensed Software other than for backup, training, testing or other internal support reasons, or (v) modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied to Licensee. Licensee may not remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, notice or legend on any copy of the Licensed Software, the media on which it is contained, or related data, documentation or other materials. Licensee may not market, sell, lend, rent, lease, or otherwise distribute the Licensed Software. Except as otherwise expressly provided herein, Licensee may not assign, sublicense or otherwise transfer any rights in or

to the Licensed Software. The Licensed Software shall not be used under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement.

3.3 Designated Hardware. Licensee agrees to operate the Licensed Software on hardware meeting or exceeding the requirements as specified in a Purchase Order or this Agreement or otherwise recommended by Woolpert. Licensee acknowledges and agrees that the License is restricted to official Customer operations only, and that the Licensed Software may not be installed on hardware not owned and operated by Licensee.

3.4 Database Objects of Licenses Software. Licensee agrees that the database objects created by Woolpert and its architecture are key components of Licensed Software that is also being licensed concurrently with this Agreement. The database objects may be subject to copyright protection by Woolpert. Licensee acknowledges that any alteration of the database objects – even in the case of changing data that may be owned by Licensee – that is performed by software that is not the Licensed Software and/or by an agent that is not associated with Woolpert is inconsistent with the License granted under this Agreement and may cause the Licensed Software to malfunction or affect the integrity of the data in the License Software database and/or Customer's CAMA database, and that Woolpert can no longer warrant the accuracy of the data or the above referenced databases. Licensee shall not permit any third party or third-party software product to access the Licenses Software database objects except with the prior written consent of Woolpert.

#### 4 SERVICES.

4.1 Professional Services. Woolpert shall provide professional services ("Services") as described in Purchase Orders to assist with data conversion, system implementation and configuration, customization, and installation, or in connection with other activities as may be described in Purchase Orders. Subject to the mutual agreement of the parties in a Purchase Order or this Agreement, Woolpert personnel will perform these Services at the rate and charges set forth in such Purchase Order; plus applicable travel, meal and lodging expenses if preapproved by Customer.

4.2 Maintenance and Support Services. Woolpert shall provide maintenance and support services ("Maintenance") as described in Purchase Orders or this Agreement to maintain the Licensed Software and to provide technical support, Licensed Software updates, and other services as described

in Purchase Orders or this Agreement. Unless otherwise set forth in an applicable Purchase Order, support calls for service will be provided during normal business hours, and will be responded to within 3 business days for standard inquiries and 10 business hours for emergency inquiries from the time the call was placed or 5 business hours for premium support services (if purchased); or otherwise resolved as soon as reasonably possible as defined within this Agreement. Licensee understands and agrees that if Licensee discontinues and then resumes the use of Maintenance, Licensee will be required to pay Woolpert the entire Annual Maintenance and Support Services Fees for the period of discontinuance, plus any Maintenance Services then commencing.

#### 5 SUSPENSION OF SaaS DUE TO NON-PAYMENT.

5.1 In consideration for the License and the Services and Maintenance to be provided by Woolpert, Licensee shall pay the Annual SaaS Fees as indicated in Section 4 of the Agreement. Licensee shall pay these fees within thirty (30) days of the date of the invoice, unless otherwise stipulated in this Agreement. Licensee agrees that the SaaS CAMACloud™ applications are available only through a rental time-based subscription basis and the failure to pay any fees related thereto greater than sixty (60) days shall permit Woolpert to deny Licensee access to those aspects of the Software until full payment for all amounts owing are paid in full.

#### 6 PROPRIETARY RIGHTS AND CONFIDENTIALITY.

6.1 Licensee understands and agrees that the Licensed Software, related data, documentation, and all other information and materials provided by Woolpert to Licensee (the "Proprietary Information") are confidential and that Woolpert has and will have exclusive Intellectual Property Rights in such Proprietary Information. Notwithstanding the foregoing, Woolpert understands and agrees that Licensee is subject to its state's Open Records Act. Woolpert further understands that information which Woolpert considers or treats as confidential may be made public or disclosed to members of the public, if such disclosure is required by law.

6.2 Licensee acknowledges and agrees that no title or ownership of the Licensed Software or any of Woolpert's Intellectual Property Rights is transferred to Licensee by this Agreement and that the Licensed Software and all Intellectual Property Rights are and will remain the exclusive property of Woolpert. Except as otherwise expressly set forth in any Purchase Order or this Agreement, Woolpert shall own all right, title, and interest in and to all Deliverables that are written or created by Woolpert personnel alone or jointly with Licensee or third parties in connection with this Agreement. "Deliverable" shall mean any work product, software, co-development, analysis, or other

deliverable(s) produced for or delivered to Licensee under this Agreement in connection with a Purchase Order.

6.3 Licensee agrees not to make any claim or representation of ownership of any of the Licensed Software and all related data, documentation and other materials, including any Deliverables. Subject only to the rights expressly granted to Licensee under this Agreement according to the non-exclusive License herein, all rights, title and interest in and to the Licensed Software including without limitation the Proprietary Rights will remain with and belong exclusively to Woolpert. This is a software license agreement and not an agreement for the sale of the Licensed Software.

6.4 Except as required or prohibited by law, Licensee agrees to keep all Licensed Software (including all related data, documentation and other materials) and other confidential information of Woolpert confidential and agrees not to sell, assign, distribute or disclose any Licensed Software or any portion of the Licensed Software to any other person or entity. Licensee agrees to advise its employees, agents and consultants of the confidential and proprietary nature of the Licensed Software (including all related data, documentation and other materials) and of the restrictions imposed by this Agreement, and agrees to confine access to Licensee's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement. Except as required or prohibited by law, demonstrating the capability of the system to competing property assessment jurisdictions, competing vendors, and/or competing agents/consultants shall be a disclosure of the Licensed Software that constitutes a material breach of this Agreement.

6.5 Woolpert agrees to keep confidential all of Licensee's confidential information, and agrees not to sell, assign, distribute or disclose any such confidential information to any other person or entity. Woolpert agrees to advise its employees, agents, and consultants of the confidential and proprietary nature of such confidential information and of the restrictions imposed by this Agreement, and agrees to confine access to Woolpert's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement and by law.

6.6 The provisions of this Section 6 apply to the Licensed Software as originally delivered by Woolpert and as modified or otherwise enhanced and to any data, documentation, other materials and information regarding the Licensed Software that has been given to Licensee prior to the Effective Date, and

apply to Licensee and to all employees, agents, consultants and affiliates of Licensee.

6.7 To the extent that Licensee is authorized by law to do so, Licensee agrees to assist Woolpert in stopping and preventing any possession or use of the Licensed Software (including all related data, documentation and other materials) by any person or entity not authorized by this Agreement to have such possession or use, and will cooperate with Woolpert in any litigation that Woolpert determines is reasonably necessary to protect the Proprietary Rights.

6.8 The parties agree that any breach of the provisions of this Section 6 will cause substantial damages, that the amount of such damages is difficult to determine with precision, and that any remedies at law for such a breach will entitle the owner of the confidential information or Proprietary Information as the case may be, in addition to any other remedies it may have, to temporary and permanent injunctive and other relief, without the necessity of posting bond or proving actual damages. Woolpert further agrees that, to the extent that any disclosure of information is required by law, or the concealing of information is prohibited by law, including information of any type considered under this Agreement to be confidential, Woolpert shall not be entitled to any damages or other legal or equitable relief whatsoever.

## 7 INDEMNITY.

7.1 Woolpert will indemnify and defend Licensee, at Woolpert's expense, against any claim or any action brought, and will pay any and all costs, liabilities, expenses, settlements, or judgments finally awarded in favor of a third party against Licensee, based upon any claim that the Licensed Software infringes any valid U.S. patent, copyright or trade secret, provided that Licensee: (i) promptly notifies Woolpert in writing of any such claim; (ii) gives Woolpert full authority and control of the settlement and defense of the claim; (iv) has not made any admission or offer to settle and (iv) fully cooperates with Woolpert in the defense of such claims, including providing adequate assistance and information. Woolpert shall keep Licensee informed of, and consult with Licensee in connection with the progress of such litigation or settlement. Woolpert may not settle any Claim unless it unconditionally releases Licensee of all liability. The indemnity provided hereunder shall not apply to amounts paid in settlement of any claim if such settlement is made without Woolpert's prior written consent.

7.2 This indemnity does not apply to, and Woolpert will have no obligation to Licensee for, any infringement claim that arises from: (i) any modification to the Licensed Software by anyone other than Woolpert unless approved in writing by Woolpert; (ii) modifications made by Woolpert at Licensee's request in compliance

with Licensee's design, specifications or instructions; (iii) use of the Licensed Software other than as specified in this Agreement or in the applicable documentation; (iv) use of the Licensed Software in conjunction with third-party software, hardware or data other than that with which the Licensed Software is specifically designed to be used, solely as expressly specified in the documentation or this Agreement, or (v) use of a prior version of the Licensed Software, if the infringement claim could have been avoided by the use of the current version of the Licensed Software.

7.3 If an infringement claim arises, or in Woolpert's reasonable opinion is likely to arise, Woolpert may at its own expense and in its own discretion obtain for Licensee the right to continue using the Licensed Software, modify the Licensed Software to make it non-infringing, or substitute other Licensed Software of substantially similar capability and functionality. If none of these options are reasonably available to Woolpert, Woolpert may terminate the License for the infringing Licensed Software and refund to Licensee the License fee paid for the infringing Licensed Software, less a reasonable charge for Licensee's use of the Licensed Software prior to such termination. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF WOOLPERT AND THE EXCLUSIVE REMEDIES OF LICENSEE WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR INTELLECTUAL PROPERTY RIGHTS VIOLATIONS.

## 8 WARRANTY AND LIMITATION OF LIABILITY.

8.1 Woolpert warrants that as of the Effective Date of this Agreement, (i) it has the authority to grant the License under this Agreement to Licensee; (ii) any Services provided under this Agreement and any Purchase Orders will be performed in a professional and workmanlike manner; and (iii) the Licensed Software will conform substantially to its documentation for thirty (30) days from go-live delivery. Licensee's sole remedy for a breach of the express warranties in this section shall be repair or replacement of the Licensed Software or reperformance of any applicable Services within a reasonable time.

8.2. WOOLPERT MAKES NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. WOOLPERT DOES NOT WARRANT THAT THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER, WOOLPERT HAS NO DUTY TO UPDATE, MAINTAIN OR PROVIDE ANY ENHANCEMENTS FOR THE LICENSED SOFTWARE.

## 9 TERM AND TERMINATION.

9.1. The term of this Agreement shall begin on the Effective Date and continue in effect until terminated as provided herein or otherwise stipulated in the Agreement. In the event that either party fails at any time to comply with any of its obligations under this Agreement and fails to cure such breach within thirty (30) calendar days after the giving of a written notice of breach that describes in reasonable detail the alleged breach, the other party may terminate this Agreement effective on the 31<sup>st</sup> day after the original written notice of breach unless some interim arrangement has been reached between the parties during the 30-day cure period. If Licensee breaches any provision of Section 3 or Section 6, Woolpert may terminate this Agreement immediately upon written notice to Licensee. Upon termination, Licensee shall immediately destroy all copies of the Licensed Software, and certify to Woolpert that it has retained no copies of the Licensed Software. Upon termination, regardless of the reason for termination, Licensee shall pay Woolpert all undisputed Fees or expenses then due or incurred up to the time of termination. The rights and responsibilities of the parties pursuant to paragraphs 3.2, 5, 6, 8.2, and paragraph 10 shall survive the expiration or termination of this Agreement.

9.2 NON-APPROPRIATION. Woolpert acknowledges that Licensee is a governmental entity and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not appropriated for the performance of Licensee's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Licensee thirty (30) days after written notice to Woolpert of the non-appropriation of public funds. It is expressly agreed that Licensee shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. Any services performed by Woolpert prior to its receipt of notice of the Licensee's intent to terminate this Agreement in accordance with this paragraph shall nonetheless be paid to Woolpert, including all non-refundable amounts.

## 10 MISCELLANEOUS.

10.1 Except for Customer's obligation to pay Woolpert, Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

10.2 This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns; provided however, that (i) Licensee may not assign or otherwise transfer this Agreement or any of its rights and/or obligations hereunder without the prior written consent of Woolpert, and (ii) Woolpert may only transfer or assign its rights and obligations under this Agreement to an affiliate, in connection with a merger or acquisition or in connection with a corporate reorganization.

10.3 No delay, omission or failure to exercise any right or remedy under this Agreement will be deemed to be a waiver of such right or remedy or acquiescence to the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.

10.4 Woolpert and Licensee are independent contractors with respect to one another under this Agreement, and neither one is a partner, joint venture, employee, agent or legal representative of the other for any purpose.

10.5 This Agreement will be governed by and construed in accordance with the laws of the United States and the state of Customer's address as entered prior to the Recitals of this Agreement, without respect to conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from application to this Agreement.

10.6 If any provision of this Agreement or compliance by any of the parties with any provision of this Agreement constitutes a violation of any law, or is or becomes unenforceable or void, then such provision, to the extent only that it is in violation of law, unenforceable or void, shall be deemed modified as necessary so that it is no longer in violation of law, unenforceable or void, and such provision will be enforced to the fullest extent permitted by law. If such modification is not possible, such provision, to the extent that it is in violation of law, unenforceable or void, shall be deemed severed from the remaining provisions of this Agreement, which provisions will remain in full force and effect.

10.7 In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable, under present or future laws, then (i) such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof, (ii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by such illegal, invalid or unenforceable

provision or by its severance from this Agreement, and (iii) there will be added automatically as a part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

10.8 This Agreement will be a public document and will be subject to disclosure under the Open Records Act. Subject to the confidentiality restrictions set forth in Section 6 above and applicable law, the parties may create and distribute media releases, public announcements, or make public disclosures regarding the existence of the Agreement and such releases, announcements and disclosures may include the name trademark or logo of either of the parties, and be posted on the parties respective web sites. Any media release or public announcement by Licensee regarding this Agreement shall be subject to prior approval by Woolpert. Woolpert may disclose Licensee's name on a list of customers.

10.9 This Agreement will become effective only upon execution of this Agreement by an authorized officer of Woolpert and Licensee.

10.10 Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated below, or at such other address as may hereafter be furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of (i) the date it is delivered in the case of delivery by hand or overnight delivery, (ii) on the date of facsimile if sent by confirmed facsimile, and (iii) three (3) days after deposit in the mail in the case of certified mail delivery. Copies of all notices to Woolpert shall be sent to: Data Cloud Solutions, a Woolpert Company, 1730 N. Limestone St., Springfield, OH 45503.

10.11 The Uniform Computer Information Transactions Act does not apply to this Agreement.

10.12 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Such counterparts may be sent via facsimile or in PDF format via email.



# 6:45pm Appointment

December 5, 2024

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Discuss the Proposed Amendments to Kanabec County Ordinance No. 19- An Ordinance Relating to the Sale, Possession and Use of Tobacco, Tobacco Products and Tobacco Related Devices in the County and to Reduce the Illegal Sale, Possession and Use of Such Items to and by Minors; and Set Date and Time for a Public Hearing	<b>b. Origination:</b> Planning Commission and Community Health Department
<b>c. Estimated time:</b> 10-15 minutes	<b>d. Presenter(s):</b> Ryan Carda, Environmental Services Supervisor and Kathy Burski, Community Health Director

**e. Board action requested:**

- a. Review and discuss the Planning Commission's Recommendations for proposed amendments to Kanabec County Ordinance No. 19- An Ordinance Relating to the Sale, Possession and Use of Tobacco, Tobacco Products and Tobacco Related Devices in the County and to Reduce the Illegal Sale, Possession and Use of Such Items to and by Minors
  
- b. Consider a request to schedule a public hearing for December 17, 2024 at 9:45am regarding the intent to adopt and enact the amendments to Kanabec County Ordinance No. 19- An Ordinance Relating to the Sale, Possession and Use of Tobacco, Tobacco Products and Tobacco Related Devices in the County and to Reduce the Illegal Sale, Possession and Use of Such Items to and by Minors

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**f. Background:**

Supporting Documents: None: Attached:

**Date received in County Coordinators Office:**

**Coordinator's Comments:**



## KANABEC COUNTY ORDINANCE NO. 19- TOBACCO

An ordinance relating to the sale, possession, and use of tobacco, tobacco products and tobacco related devices in the county to reduce illegal sale, possession, and use of such items to and by people under age 21.

Sec. 1       **PURPOSE.** Because the county recognizes that the sale of commercial tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products to persons under the age of 21 violates federal law; and that the sale of commercial tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products to persons under the age of 21 violates state law; this ordinance is intended to regulate the sale of commercial tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products for the purpose of enforcing and furthering existing laws, to protect youth and young adults against the serious health effects associated with use and initiation, and to further the official public policy of the state to prevent young people from starting to smoke, as stated in Minn. Stat. § 144.391, as it may be amended from time to time.

Sec. 2       **DEFINITIONS AND INTERPRETATIONS.** Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The singular shall include the plural and the plural shall include the singular. The masculine shall include the feminine and neuter, and vice-versa. The term “shall” means mandatory and the term “may” means permissive. The following terms shall have the definitions given to them:

*CHILD-RESISTANT PACKAGING:* Packaging that meets the definition set forth in Code of Federal Regulations, title 16, section 1700.15(b), as in effect on January 1, 2015, and was tested in accordance with the method described in Code of Federal Regulations, title 16, section 1700.20, as in effect on January 1, 2015.

*CIGAR:* Any roll of tobacco that is wrapped in tobacco leaf or in any other substance containing tobacco, with or without a tip or mouthpiece, which is not a cigarette as defined in Minn. Stat. § 297F.01, subd. 3, as it may be amended from time to time.

*COMPLIANCE CHECKS:* The system the County uses to investigate and ensure that those authorized to sell licensed products are following and complying with the requirements of this ordinance. Compliance checks shall involve the use of persons under the age of 21 as authorized by this ordinance. Compliance checks shall also mean the use of persons under the age of 21 who attempt to purchase licensed products for educational, research and training purposes as authorized by State and Federal laws.

Compliance checks may also be conducted by other units of government for the purpose of enforcing appropriate Federal, State or local laws and regulations relating to licensed products.

*ELECTRONIC DELIVERY DEVICES:* Any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through the inhalation of aerosol or vapor from the product. Electronic Delivery Device includes, but is not limited to, devices manufactured, marketed, or sold as e-cigarettes, e-cigars, e-pipes, vape pens, mods, tank systems, or under any other product name or descriptor. Electronic Delivery Device includes any component part of a product, whether or not marketed or sold separately. Electronic Delivery Device does not include any product that has been approved or certified by the U.S. Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is marketed and sold for such an approved purpose.

*INDOOR AREA:* All space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent.

*LICENSED PRODUCT:* Any tobacco, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product

*LOOSIES.* Single cigarettes, cigars, and any other licensed product that have been removed from their original retail packaging and offered for sale. Loosies does not include premium cigars that are hand-constructed, have a wrapper made entirely from whole tobacco leaf, and have a filler and binder made entirely of tobacco, except for adhesives or other materials used to maintain size, texture, or flavor.

*MOVEABLE PLACE OF BUSINESS:* Any form of business operated out of a truck, van, automobile, or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure authorized for sales transactions.

*NICOTINE OR LOBELIA DELIVERY:* Means any product containing or delivering nicotine or lobelia intended for human consumption, or any part of such a product, that is not tobacco, or an electronic delivery device as defined in this section. Nicotine or Lobelia Delivery Product does not include any product that has been approved or otherwise certified for legal sale by the U.S. Food and Drug Administration as a tobacco-cessation product, a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

*RETAIL ESTABLISHMENT:* Any place of business where licensed products are available for sale to the general public. Retail establishments shall include, but not be limited to, grocery stores, gas stations, bars, convenience stores, and restaurants.

*SALE:* Any transfer of goods for money, trade, barter, or other consideration.

*SELF-SERVICE MERCHANDISING:* Open displays of licensed products in any manner where any person shall have access to the licensed products without the intervention of the licensee or the licensee's employee and where a physical exchange of the licensed product from the licensee or the licensee's employee to the customer is not needed in order to access the licensed products.

*SMOKING:* Inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking also includes carrying or using an activated electronic delivery device.

*TOBACCO OR TOBACCO PRODUCTS:* Any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including but not limited to: cigarettes; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any tobacco product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. (Minn. Stat. 609.685 (a)).

*TOBACCO RELATED DEVICES:* Rolling papers, wraps, pipes, or other device intentionally designed or intended to be used with tobacco products. Tobacco Related Device includes components of tobacco-related devices or tobacco products, which may be marketed or sold separately. Tobacco Related Device may or may not contain tobacco.

*VENDING MACHINES:* Any mechanical, electric or electronic, or other type of device which dispenses licensed products upon the insertion of money, tokens, or other form of payment directly into the machine by the person seeking to purchase the licensed product.

*YOUTH-ORIENTED FACILITY:* any facility with residents, customers,

visitors, or inhabitants of which 25 percent or more are regularly under the age of 21 or that primarily sells, rents, or offers services or products that are consumed or used primarily by persons under the age of 21. Youth-oriented facility includes, but is not limited to, schools, playgrounds, recreation centers, and parks.

Sec. 3 **LICENSE.** No person shall sell or offer to sell any licensed product without first having obtained a license to do so from the County.

The issuance of a license under this ordinance shall be considered a privilege and not absolute right of the applicant and shall not entitle the holder to an automatic renewal of the license.

(1) **Application.**

- a. An application for a license to sell licensed products shall be made on a form provided by the county. The application shall contain the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any additional information the county deems necessary. Upon receipt of a completed application, the Auditor/Treasurer shall forward the application to the County Board for action at its next regularly scheduled board meeting. If the Auditor/Treasurer determines that an application is incomplete, they shall return the application to the applicant with notice of the information necessary to make the application complete.
- b. The application shall be accompanied by the appropriate fee as established by ordinance by the County Board (*see fee schedule*).
- c. The applicant shall be in compliance with all local, State and Federal requirements, including payment of taxes.

(2) **Decision.** The County Board may either approve or deny the license, or it may delay action for such reasonable period of time as necessary to complete any investigation of the application or the applicant it deems necessary.

- a. *Approval of License.* If the County Board approves the license, the Auditor/Treasurer shall provide written notice of the approval to the applicant and issue the license to the applicant. The following shall be conditions of approval:
  - i. All licenses issued under this article shall be valid for one calendar year from the date of issue.
  - ii. All licenses issued under this ordinance shall be valid only on the premises for which the license was issued and only for the person to whom the license was issued.

- iii. All licenses shall be posted and displayed in plain view of the general public on the licensed premises.
  - iv. All licensees under this article shall be responsible for the actions of their employees in regard to the sale of licensed products on the licensed premises, and the sale of such an item by an employee shall be considered a sale by the license holder. Nothing in this section shall be construed as prohibiting the County from also subjecting the employee to any civil penalties appropriate under this Article, State or Federal law, or other applicable law or regulation.
- b. *Licenses Issued or Renewed by Mistake.* If a license is mistakenly issued or renewed to a person, it shall be revoked upon the discovery that the person was ineligible for the license and under this Section.
- c. *Denial of License.* If the County Board denies the license, written notice of the denial shall be mailed by certified mail to the applicant along with notice of the applicant's right to appeal the decision. The following shall be grounds for denying the issuance or renewal of a license under this ordinance; however, except as may otherwise be provided by law, the existence of any particular ground for denial does not mean that the county must deny the license.
- i. The applicant is under the age of 21 years.
  - ii. The applicant has been convicted within the past five years of any violation of a Federal, State, or local law, ordinance provision, or other regulation relating to licensed products.
  - iii. The applicant has had a license to sell licensed products revoked within the preceding twelve months of the date of application.
  - iv. The applicant fails to provide any information required on the application or provides false or misleading information.
  - v. The retail establishment for which the license is requested is a moveable place of business. Only fixed-location businesses are eligible to be licensed.
  - vi. The applicant is prohibited by Federal, State, or other local law, ordinance, or other regulation, from holding such a license.

(3) **Renewal.** The renewal of a license issued under this section shall be handled in the same manner as the original application. The request for a renewal shall be made at least thirty days but no more than sixty days before the expiration of the current license.

- a. *Instructional program.* Licensees must complete and ensure that all employees complete a training program on the legal

requirements related to the sale of licenses products and the licensed products and the possible consequences of license violations. Licenses must maintain documentation demonstrating their compliance and must provide this documentation to the county at the time of renewal, or whenever it is requested to do so during the license term. Licensees may use the free training at [www.stopsalestominors.org](http://www.stopsalestominors.org) to meet this requirement.

- (4) **Revocation.** Any license issued under this article may be revoked or suspended as provided in the Violations and Penalties section of this ordinance.

Sec. 4 **PROHIBITED SALES.** It shall be a violation of this article for any person to sell or offer to sell any licensed product:

- (1) To any person under the age of twenty-one (21) years.
  - a. *Age Verification.* Licensees must verify by means of government-issued photographic identification that the purchaser is at least 21 years of age. Verification is not required for a person over the age of 30. That the person appeared to be 30 years of age or older does not constitute a defense to a violation of this subsection.
  - b. *Signage.* Notice of the legal sales age and age verification requirement must be posted prominently and in plain view at all times at each location where licensed products are offered for sale. The required signage, which will be provided to the licensee by the county, must be posted in a manner that is clearly visible to anyone who is or is considering making a purchase.
- (2) By means of any type of vending machine.
- (3) By means of self-service merchandising. All licensed products must be stored behind the sales counter, in a locked case, in a storage unit, or in another area not freely accessible to the general public.
- (4) By means of loosies as defined above.
- (5) Containing opium, morphine, jimson weed, bella donna, strychnos, cocaine, or other deleterious, hallucinogenic, toxic, or controlled substances except nicotine and other substances found naturally in tobacco or added as part of an otherwise lawful manufacturing process.
- (6) That is any liquid, whether or not such liquid contains nicotine, which is intended for human consumption and use in an electronic delivery device, in packaging that is not child resistant. Upon request by the county, a licensee must provide a copy of the certificate of compliance or full laboratory testing report for the packaging used.

- (7) By any other means, to any other person, or in any other manner or form prohibited by Federal, State, or other local law, ordinance provision, or other regulations.

Sec. 5 **SMOKING PROHIBITED.**

- (1) Smoking, including smoking for the purpose of the sampling of licensed products, is prohibited within the indoor area of any retail establishment licensed under this ordinance.
- (2) No person shall distribute samples of any licensed product free of charge or at a nominal cost.

Sec. 6 **COMPLIANCE CHECKS AND INSPECTIONS.** All licensed premises shall be open to inspection by the local law enforcement or other authorized County officials during regular business hours. The county will conduct at least one unannounced compliance check at licensed premises each calendar year that involves the participation of a person at least 17 years of age, but under the age of 21, to enter the licensed premises to attempt to purchase licensed products. Prior written consent from a parent or guardian is required for any person under the age of 18 years to participate in a compliance check. Persons used for the purpose of compliance checks shall be supervised by designated law enforcement officers or other designated county personnel.

No person used in compliance checks shall attempt to use a false identification misrepresenting their age, and all persons lawfully engaged in a compliance check shall produce any identification, if any exists, for which he or she is asked. Nothing in this Section shall prohibit compliance checks authorized by State or Federal laws for educational, research, or training purposes or those required for the enforcement of a particular State or Federal law.

Sec. 7 **OTHER ILLEGAL ACTS.** Unless otherwise provided, the following acts shall be a violation of this ordinance.

- (1) For any person 21 years of age or older to purchase or otherwise obtain any licensed product on behalf of a person under the age of 21. It is also a violation for any person 21 years of age and older to coerce or attempt to coerce a person under the age of 21 to purchase or attempt to purchase any licensed product.
- (2) It is a violation of this ordinance for any person to use any form of false identification, whether the identification is that of another person or has been modified or tampered with to represent an age older than the actual age of the person using that identification.

Sec. 8 **VIOLATIONS.**

- (1) *Notice.* A person violating this ordinance may be issued, either personally or by mail, a citation from the county that sets forth the alleged violation and that informs the alleged violator of their right to a hearing on the matter and how and where a hearing may be requested, including a contact address and phone number.
- (2) *Hearings.* Upon issuance of a citation, a person accused of violating this ordinance may request in writing a hearing on the matter. Hearing requests must be made within 10 business days of the issuance of the citation and delivered to the appropriate designee within the county. Failure to properly request a hearing within 10 business days of the issuance of the citation will terminate the person's right to a hearing.
- (3) *Hearing Officer.* The Kanabec County Board of Commissioners or its designee shall serve as the hearing officer.
- (4) *Decision.* The Hearing Officer's determination, along with the findings supporting the determination as well as the penalty to be imposed under Section 9 of this ordinance, if any, shall be recorded in writing, a copy of which shall be provided to the recipient of the violation within thirty (30) days from the date of the hearing.
- (5) *Costs.* If the citation is upheld by the hearing officer, the county's actual expenses in holding the hearing up to a maximum of \$1,000 must be paid by the person requesting the hearing.
- (6) *Appeals.* Appeals of any determination made by the Hearing Officer shall be filed in the Kanabec County District Court.
- (7) *Continued Violation.* Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense.

## Sec. 9

### **PENALTIES.**

- (1) *Licensees.* Any licensee found to have violated this ordinance, or whose employee shall have violated this ordinance, shall be charged an administrative penalty of \$300.00 for a first violation; \$600.00 for a second offense at the same licensed premises within a 36-month period after the initial violation; and \$1,000.00 for a third or subsequent offense at the same location within a 36-month period after the initial violation. Upon the third violation, the license will be suspended for a period of not less than 30 consecutive days and may be revoked. Upon a fourth violation within a 36-month period, the license will be revoked.
- (2) *Other Individuals.* Individual(s) who sold to a person under 21 years of age found to be in violation of this ordinance shall be charged an administrative fee of \$100.00



- (3) *Persons Under the Age of 21.* Persons under the age of 21 found to be in unlawful possession of, or who unlawfully purchase or attempt to purchase licensed products shall be referred to Kanabec County Probation and/or attend and complete an approved commercial tobacco-free education/diversion program if available in the community. Persons under the age of 18 are additionally subject to the notification of the parents or guardians.
- (3) *Misdemeanor.* Nothing in this Section shall prohibit the County from seeking prosecution as a misdemeanor for any alleged violation of this ordinance by a person 21 years of age or older.

Sec. 10      **EXCEPTIONS AND DEFENSES.**

- (1) Nothing in this Article shall prevent the providing of tobacco or tobacco related devices to any person as part of a lawfully recognized religious, spiritual, or cultural ceremony.
- (2) It shall be an affirmative defense to the violation of this Article for a person to have reasonably relied on proof of age as described by State law.

Sec. 11      **SEVERABILITY AND SAVINGS CLAUSE.** If any section or portion of this Article shall be found unconstitutional or otherwise invalid or unenforceable by a court of competent jurisdiction, that finding shall not serve as an invalidation or effect the validity and enforceability of any other section and provision of this Article.

Sec 12      **JURISDICTION.** Whereas Minn. Stat. § 451.12 permits the County Board to license and regulate retail tobacco in the unincorporated area of the County and in those towns or cities that do not license and regulate retail tobacco sales, this Ordinance shall apply.

Sec 13.      **EFFECTIVE DATE.** This Ordinance shall take effect and be enforced upon passage and publication.

ORDAINED by the Kanabec County Board of Commissioners on this \_\_\_\_ day of \_\_\_\_\_, 2024.

COUNTY OF KANABEC

By:

Attest:

\_\_\_\_\_  
Chair of the Board of Commissioners

\_\_\_\_\_  
Kanabec County Coordinator

## Tobacco Ordinance Comparison

### Crosswalk between Proposed and Current Ordinance

\*may not include some areas with minimal wording changes

Proposed Ordinance	Current Ordinance	Notes
Section 1- Purpose	Section 100	Updated age from 18 to 21 and changed language from minors to youth, added wording about initiation Added language to include electronic delivery devices
Section 2 - Definitions	Section 200	
Section 2 – Child-resistant packaging	Not included	Added to Proposed
Section 2 – Cigar	Not included	Added to Proposed
Section 2 – Compliance Checks	Section 200, Subd. 11	Undated ages based on new law of age 21
Section 2 – Electronic Delivery Devices	Not included	Added to Proposed
Section 2 – Indoor area	Not included	Added to Proposed
Section 2 – Licensed Product	Not included	Added to Proposed
Section 2 – Loosies	Section 200, Subd. 6	Expanded definition in Proposed
Section 2 – Moveable place of business	Section 200, Subd. 9	
Section 2 – Nicotine or Lobelia Delivery	Not included	Added to Proposed
Section 2 – Retail Establishment	Section 200, Subd. 8	
Section 2 – Sale	Section 300, Subd 10	
Section 2 – Self-Service Merchandising	Section 200, Sub 3	
Section 2 – Smoking	Not included	Added to Proposed
Section 2 – Tobacco or Tobacco Products	Section 200, Subd 1	Expanded – added more language from Minn Stat. 609.685 (a)
Section 2 – Tobacco Related Devices	Section 200, Subd. 2	Added in proposed - Tobacco Related Devise includes <b>components</b> of tobacco-related devices or tobacco products, which may be marketed or sold separately. Tobacco Related Device many or may not contain tobacco.
Section 2 – Vending Machines	Section 200, Subd 4	
Section 2 – Youth-Oriented Facility	Not included	Added to Proposed
Section 3 - License	Section 300	Added in proposed – The issuance of a license under this ordinance shall be considered a privilege and not absolute right of the applicant and shall not entitle the holder to an automatic renewal of the license.
Section 3 (1a)	Section 300, Subd 1	
Section 3 (1b)	Not included	Added to Proposed
Section 3 (1c)	Not included	Added to Proposed

<b>Proposed Ordinance</b>	<b>Current Ordinance</b>	<b>Notes</b>
Section 3 (2) - Decision	Section 300, Subd. 2 (titled "Action")	
Section 3 (a)(i)	Section 300, Subd. 3 (titled "Term")	
Section 3 (a)(ii)	Section 300, Subd. 5 (titled "Transfers")	
Section 3 (a)(iii)	Section 300, Subd. 7 (titled "Display) and Section 900	
Section 3 (a)(iv)	Section 900 (titled Responsibility)	
Section 3 (b)	Not included	Added to Proposed
Section 4 – Prohibited Sales	Section 600	
Section 4 (1)	Section 600 (A)	Updated age from 18 to 21
Section 4 (1)(a)	Not included	Added to Proposed
Section 4 (1)(b)	Not included	Added to Proposed
Section 4 (2)	Section 600 (B)	
Section 4 (3)	Section 600 (C)	Shortened
Section 4 (4)	Section 600 (D)	
Section 4 (5)	Section 600 (E )	
Section 4 (6)	Not included	Added to Proposed
Section 4 (7)	Section 600 (F)	
Section 5 (1-2) – Smoking Prohibited	Not included	Added to Proposed
Section 6	Section 1000	Update age from 18 to 21
Section 7 – Other Illegal Acts	Section 1100	
Section 7 (1)	Section 1000, Subd. 4	Updated age 18 to 21
Section 7 (2)	Section 1000, Subd. 5	
Section 8 - Violations	Section 1200	
Section 8 (1)	Section 1200, Subd. 1	
Section 8 (2)	Section 1200, Subd. 2	Expanded to add timeframes for requests
Section 8 (3)	Section 1200, Subd. 3	
Section 8 (4)	Section 1200, Subd. 4	Added timeframe
Section 8 (5)		Added to Proposed
Section 8 (6)	Section 1200, Subd. 5	
Section 8 (7)	Section 1200, Subd. 7	
Section 9 (1)	Section 1300 Subd. 1	Increased fines: 1 <sup>st</sup> offense from \$75 to \$300, 2 <sup>nd</sup> offense from \$200 to \$600, 3 <sup>rd</sup> offense from \$250 to \$1,000 Also increase timeframe from 24 months to 36 months and license suspension from 7 days to 30 days. Added "Upon a fourth violation within a 36-month period, the license will be revoked.

Proposed Ordinance	Current Ordinance	Notes
Section 9 (2)	Section 1300, Subd. 2	Increase fine from \$50 to \$100
Section 9 (3)	Section 1300, Subd. 6	Changes in wording due to age increase from 18 to 21
Section 10	Section 1400	
Section 11	Section 1500	
Section 12	Not included	Added to Proposed
Section 13	Section 1600	

# 6:55pm Appointment

December 5, 2024

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Discuss the Proposed New Kanabec County Ordinance No.41- An Ordinance to Regulate Cannabis Businesses within Kanabec County; and Set a Public Hearing Date and Time	<b>b. Origination:</b> Planning Commission, Cannabis Committee, and Community Health Department
<b>c. Estimated time:</b> 15-20 minutes	<b>d. Presenter(s):</b> Ryan Carda, Environmental Services Supervisor and Kathy Burski, Community Health Director

**e. Board action requested:**

- a. Review and Discuss the Planning Commission's recommendations for proposed new Kanabec County Ordinance No. 41- An Ordinance to Regulate Cannabis Businesses within Kanabec County
- b. Consider the request to set a public hearing for December 17, 2024 at 10:00am regarding the intent to adopt and enact proposed Kanabec County Ordinance No. 41- An Ordinance to Regulate Cannabis Businesses within Kanabec County

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**f. Background:**

Supporting Documents: None: Attached:

**Date received in County Coordinators Office:**

**Coordinator's Comments:**

# AN ORDINANCE TO REGULATE CANNABIS BUSINESSES

## ORDINANCE NO. 41

The Kanabec County Board of Commissioners hereby ordains:

### **SECTION 1. ADMINISTRATION**

#### 1.1 FINDINGS & PURPOSE

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, Chapter 342, which authorizes Kanabec County (County) to protect the public health, safety, and welfare of County residents by regulating cannabis businesses within the legal boundaries of the County.

The County finds and concludes that the proposed provisions are appropriate and lawful land use regulations for the County, that the proposed amendments will promote the community's interest in reasonable stability for now and in the future, and the proposed provisions are in the public interest and for the public good.

#### 1.2 AUTHORITY & JURISDICTION

The County has the authority to adopt this ordinance pursuant to:

- a) Minnesota Statute 342.13, regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis operation provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.
- b) Minnesota Statute 342.22, regarding the local registration and enforcement requirements of State-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.
- c) Minnesota Statute 152.0263, Subd. 5, regarding the use of cannabis in public places.
- d) Minnesota Statute 394.21, regarding the authority to carry on county planning and zoning.
- e) Kanabec County Ordinance #36 Regulating the Use of Cannabis and Cannabis Derived Products in Public Places.

This ordinance applies to the unorganized areas of the County and any cities and/or organized townships that have delegated their registration authority to the County.

#### 1.3 SEVERABILITY

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional, or invalid, by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

#### 1.4 ENFORCEMENT

The Kanabec County Auditor-Treasurer-Recorder's Office is responsible for the administration of the ordinance, and the Kanabec County Sheriff is responsible for the enforcement of this ordinance. Any violation of the provisions of this ordinance, or failure to comply with any of its requirements, constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit or license is required for a regulated activity listed in this ordinance.

#### 1.5 DEFINITIONS

Unless otherwise noted in this section, words and phrases contained in Minnesota Statute 342.01, and rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.

- *Cannabis Cultivation* – A cannabis business licensed by the State to grow cannabis plants within the approved amount of space from seed or immature plants; harvest cannabis flowers from mature plants; package and label immature plants, seedlings, cannabis flowers for sale to other cannabis businesses; transport cannabis flowers to a cannabis manufacturer located on the same premises; and, perform the actions approved by the Office of Cannabis Management (OCM).
- *Cannabis Retail Businesses* – A retail location, and the retail location(s) of a mezzobusiness with a retail operations endorsement, microbusinesses with a retail operations endorsement, and medical combination businesses operating a retail location. (Note: this definition does not include lower-potency hemp edible retailers)
- *Cannabis Retailer* – Any person; partnership; firm; and, corporation or association, foreign or domestic, selling cannabis products to a consumer and not for the purpose of resale in any form.
- *Daycare* – A location licensed by the Minnesota Department of Health to provide the care of a child in a residence outside the child’s own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.
- *Lower-Potency Hemp Edible* – As defined by Minnesota Statute 342.01, Subd. 50.
- *Office of Cannabis Management* – The Minnesota Office of Cannabis Management, referred to as “OCM” in this Ordinance.
- *Preliminary License Approval* – OCM pre-approved for a cannabis business license for applicants who qualify under Minnesota Statute 342.17.
- *Residential Treatment Facility* – As defined by Minnesota Statute 245.462, Subd. 23.
- *Retail Registration* – An approved registration issued by a local unit of government to a State-licensed cannabis retail business.
- *School* – A public school as defined by Minnesota Statute 120A.05, or a nonpublic school that must meet the reporting requirements defined by Minnesota Statute 120A.24.
- *State License* – An approved license issued by the State OCM to a cannabis retail business.
- *Static sign*: A sign that displays a fixed message or image and does not change or move. It remains in constant state and does not incorporate any animations, flashing lights, or dynamic content.

## **SECTION 2. REGISTRATION OF CANNABIS BUSINESSES**

### **2.1 CONSENT TO REGISTERING OF CANNABIS BUSINESSES**

For the jurisdictions covered by this Ordinance (Section 1.2), no individual or entity may operate a State-licensed cannabis retail business within unorganized townships, and cities and organized townships that have delegated their authority, without first registering with the County. For those cities and organized townships, the County will consult with the applicable city and/or organized township prior to registering the business.

Any State-licensed cannabis retail business that sells to a customer or patient without a valid retail registration shall incur a civil penalty of up to \$2,000.00 for each violation. Notwithstanding the foregoing provisions, the State shall not issue a license to any cannabis business to operate in Indian country, as defined by United States Code Title 18, Section 1151, of a Minnesota Tribal government without the consent of the Tribal government.

A city and/or organized township may delegate retail cannabis business registration and compliance check authority to Kanabec County through the following procedure:

- (a) The jurisdiction must submit a resolution authorized by the governing board of the jurisdiction delegating

retail cannabis business registration and compliance check authority to Kanabec County.

- (b) The Kanabec County Auditor shall review the resolution and request any other information from the jurisdiction to complete the delegation process.
- (c) The jurisdiction must agree to make the determination as to whether or not a business meets the jurisdiction's cannabis-related zoning ordinances or regulations and communicate that information to the County Auditor in a timely manner. The jurisdiction will maintain records regarding the business and how/why the jurisdiction reached its decision.
- (d) The jurisdiction must agree to immediately forward to the County Auditor any applications for registration received by the State. The jurisdiction must retain any records of the business requesting registration and whether or not they meet the zoning requirements.
- (e) The jurisdiction must agree to indemnify Kanabec County, including all costs and attorney's fees, in the event of any legal action arising from the interpretation or application of the jurisdiction's cannabis-related zoning ordinances or regulations, representations of whether a cannabis business complies or does not comply with the jurisdiction's cannabis-related zoning ordinances or regulations, or the jurisdiction's officer's or employee's negligence with respect to the application of the jurisdiction's zoning ordinances or regulations concerning cannabis.
- (f) Once the above requirements are completed, the Kanabec County Auditor will provide registration on behalf of the local jurisdiction.

2.1.1 Delegating registration authority to Kanabec County in such a manner does not opt a jurisdiction into Kanabec County zoning. Cities or townships who have delegated registration authority to Kanabec County may adopt ordinances under sections 2.6 and 3 of this Ordinance.

## 2.2 COMPLIANCE CHECKS PRIOR TO RETAIL REGISTRATION

### 2.2.1 Inspection Requirements

Every State-licensed retail cannabis business in Minnesota is required to follow and comply with inspection requirements imposed by state law or regulations. In addition, every retail cannabis business State-licensed applicant and State-licensed holder shall allow any peace officer, health officer, or properly designated officer or employee of the County at all reasonable hours to enter into and upon the business premises to inspect the premises for the purpose of determining compliance with the provisions of State law and this Ordinance.

Prior to issuance of a cannabis business registration, the County may conduct a preliminary compliance check to ensure compliance with applicable operation requirements and local ordinances.

Pursuant to Minnesota Statute 342, within thirty (30) days of receiving a copy of a State-license application from the OCM, the County shall certify, on a form provided by OCM, whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable whether the proposed business complies with the state fire code and building code. If the 30-day deadline is not met by the registering jurisdiction, the State will automatically approve a license.

## 2.3 FEES, APPLICATION PROCEDURE & REGISTRATION PROCEDURE

### 2.31 FEES



- The County shall not charge an application fee.
- A registration fee shall be charged to applicants depending on the type of State retail business license applied for.
- An initial registration fee is one half the amount of the initial State license fee or \$500.00, whichever is less, as specified under Minnesota Statute 342.11. The initial registration fee shall include the initial retail registration fee and the first renewal fee.
- Any renewal registration fee imposed by the County shall be charged at the time of the second renewal and each subsequent renewal thereafter.
- The renewal registration fee is one half the amount of the State license fee, or \$1,000.00, whichever is less. (per Minnesota Statute 342.11)
- A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use business.

### 2.32 RETAIL REGISTRATION PROCESS

Kanabec County shall issue a retail registration to a State-licensed cannabis retail business that adheres to the requirements specified in Minnesota Statute 342.22.

- (A) A State-licensed applicant for a retail registration shall fill out a registration form, as provided by the Kanabec County Auditor. The form shall include, but is not limited to:
- Full name of the property owner and applicant.
  - Address, email address, and telephone number of the applicant.
  - The address and parcel number for the property for which the retail registration is sought.
  - Certification that the applicant complies with the requirements of local ordinances established pursuant to Minnesota Statute 342.13.
- (B) The applicant shall include with the registration form:
- The non-refundable registration fee as required in Section 2.31.
  - A copy of a valid State license, or written notice of OCM license preapproval.
- (C) Once a registration is considered complete, the Kanabec County Auditor shall inform the applicant, process the registration fees, and review the registration for approval or denial.

### 2.33 APPLICATION APPROVAL

- (A) A State-licensed cannabis retail business application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Section 2.6 of this ordinance.
- (B) A State-licensed cannabis retail business application shall not be approved, or renewed, if the applicant is unable to meet the requirements of this ordinance.
- (C) A State-licensed cannabis retail business application that meets the requirements of this ordinance shall be approved.

### 2.34 ANNUAL COMPLIANCE CHECKS

- The Kanabec County Sheriff's Office shall complete a minimum of one unannounced age verification compliance check per calendar year of every cannabis business to assess if the business meets age verification requirements, as required under Minnesota Statutes 342.22, Subd.4(b), 342.24, and the provisions of this ordinance.
- Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21, who with the prior consent of a parent or guardian if the person is under the age of 18,

and shall attempt to purchase adult-use cannabis flowers, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer of an employee of the County.

- Any compliance failures under this section must be reported to the OCM.

### 2.35 INSTRUCTIONAL PROGRAM

Registered retail establishments must ensure that owners or employees who conduct product sales complete a training program on the legal requirements related to the sale of approved products or medical cannabinoid products, and the possible consequences of registration or license violations. Registered retail establishments must maintain documentation demonstrating their compliance and must provide this documentation to the county at the time of renewal.

### 2.36 LOCATION CHANGE

- A State-licensed cannabis retail business shall be required to submit a new application for registration under Section 2.32 if it seeks to move to a new location still within the legal boundaries of Kanabec County.

## 2.4 RENEWAL OF REGISTRATION

The Kanabec County Auditor shall renew an annual registration of a State-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license.

A State-licensed cannabis retail business shall apply to renew registration on a form established by the County.

A cannabis retail registration issued under this ordinance shall not be transferred.

### 2.41 RENEWAL FEES

- The County may charge a renewal fee for the registration starting at the second renewal, as established in Kanabec County's fee schedule.

### 2.42 RENEWAL APPLICATION

- The application for renewal of a retail registration shall include, but is not limited to, the items required under Section 2.32 of this Ordinance.

## 2.5 SUSPENSION OF REGISTRATION

### 2.51 WHEN SUSPENSION IS WARRANTED

- In collaboration with the County Sheriff's Office or Public Health Department, the Kanabec County Auditor may suspend a cannabis retail business' registration if it violates the provisions of this ordinance or poses an immediate threat to the health or safety of the public. The County shall immediately notify the cannabis retail business, in writing, the grounds for the suspension.

### 2.52 NOTIFICATION TO OCM

- The County shall immediately notify the OCM, in writing, the grounds for the suspension. OCM will provide the County and cannabis business retailer a response to the complaint within seven (7) calendar days and perform any necessary inspections within thirty (30) calendar days.

### 2.53 LENGTH OF SUSPENSION

- The suspension of a cannabis retail business registration may be for up to thirty (30) calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

- The County may reinstate a registration if it determines that the violation(s) have been resolved.
- The County shall reinstate a registration if OCM determines that the violation(s) have been resolved.

#### 2.54 CIVIL PENALTIES

- Subject to Minn. Stat. 342.22, Subd. 5(e), the County may impose a civil penalty, as specified in the County's Fee Schedule, for registration violations, not to exceed \$2,000.

#### 2.6 LIMITING OF REGISTRATIONS

If Kanabec County has one active cannabis retail business registration for every 12,500 residents, the Kanabec County Auditor shall not register additional State-licensed cannabis retail businesses. For purposes of determining the number of cannabis retail business registrations for Kanabec County, if a number under 12,500 remains after apply the 12,500 increments to Kanabec County's populations, that fractional amount is also accorded one active cannabis retail business registration. This limitation does not include a Minnesota Tribal government operating a cannabis retailer in Indian country, as defined in United States Code, title 18, section 1151, within Kanabec County.

In applying this limitation, cannabis retail business applications will be prioritized based upon the date the application is received by the Kanabec County Auditor. Applications will be reviewed in the order the applications were received, starting with the earliest received. Incomplete applications or those not following the requirements of the Ordinance will be removed from the order. If applications are received on the same day and those applications outnumber the maximum number of registrations allowed, a committee comprised of the Kanabec County Auditor, Kanabec County Coordinator, and Kanabec County Sheriff shall select which application(s) to accept. The decision shall be based upon factors such as completeness, feasibility of the proposal, safety, community needs, and distance from other cannabis retailers.

### **SECTION 3. REQUIREMENTS FOR CANNABIS BUSINESS OPERATIONS**

#### 3.1 MINIMUM BUFFER REQUIREMENTS

The County shall prohibit the operation of a cannabis retail business, as follows:

- Within 1,000 feet of a school.
- Within 500 feet of a day care facility.
- Within 500 feet of a residential treatment facility.
- Within 500 feet of an attraction within a public park that is regularly used by minors, including playgrounds, athletic fields, etc;
- Within 500 feet of a church or place of worship.
- Within 1,000 feet of another cannabis retail business.
- Pursuant to Minn. Stat. 394.21, nothing in Section 3.1 shall prohibit an active cannabis business, or a cannabis business seeking registration from continuing operation at the same site if a school, daycare, residential treatment facility, church/place of worship, and/or public place that is regularly used by minors, moves within the minimum buffer zone(s) listed above.

### 3.2 ZONING AND LAND USE

Cannabis-related businesses must adhere to any applicable zoning requirements enacted and regulated by cities and organized townships located in the County.

### 3.3 HOURS OF OPERATION

Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, and/or hemp-derived consumer products, between the hours of 10 a.m. and 9 p.m. seven days a week.

### 3.4 ADVERTISING

Registered retail establishments must follow all advertisement restrictions pursuant to Minn Statute 342.64. as amended from time to time.

No person shall sell or offer for sale any approved products that are attractive to underage people pursuant to Minn Stat 342.64 (5).

Cannabis businesses are permitted to erect up to two (2) static signs on the exterior of the building or property of the business, unless otherwise limited by local regulations.

### 3.5 DISPLAY

All registrations and licenses must be posted and displayed at all times at the registered retail establishment or medical cannabis combination business in plain view of the general public.

### 3.6 PROHIBITED SALES AND OTHER RESTRICTIONS

In addition to the prohibitions and restrictions set forth under Minn. Stat. §342.46, subd. 7, and Minn. Stat. §342.27, sub. 12 no registered cannabis retailer, lower-potency hemp edible retailer, or medical cannabis combination business shall sell or offer to sell any approved product or medical cannabinoid product:

- By means of any type of vending machine.
- By means of self-service display. All approved products and medical cannabinoid products, including lower-potency hemp beverages, must be stored behind the sales counter, or in an area not freely accessible by the general public. This does not prohibit registered cannabis retailers from displaying single product samples pursuant to Minn. Stat. §342.27, subd. 5.
- At a moveable place of business. Only fixed location businesses may sell approved products and medical cannabinoid products.
- That does not comply with the packaging and labeling required under Minn. Stat. §§ 342.62 and 342.63 as may be amended from time to time.
- No person shall sell any approved product to any person under the age of 21. Businesses licensed or endorsed to sell medical cannabinoid products may sell medical cannabinoid products to persons under age 21 who are enrolled in the medical registry program pursuant to Minn. Stat. § 342.24, subd. 1.
- Before any sale of approved products, the registered retail establishment must verify by means of government -issued photographic identification containing the bearer's date of birth that the purchaser is at least twenty-one (21) years of age.
- Notice of legal sales age and age verification requirement must be posted prominently and in plain view at all times at each location where approved products are offered for sale.

### 3.7 ADMINISTRATIVE PENALTIES

- Registrants. Any registrant cited for violating this ordinance, or whose employee has violated this ordinance, will be charged an administrative fine based on first violation, second offense at the same registered premises with a 36-month period; and for a third or subsequent offense at the same location within a 36-month period from the first violation. Upon the third violation, the registration will be suspended for a period of not less than 30 consecutive days and may be revoked. Upon a fourth

violation within a 36-month period from the first violation, the registration will be revoked. (see fee schedule).

- In accordance with Minn. Stat. §342.22, subd. 5, the county will suspend the retail registration of any registered retail establishment for 30 days for violations of this ordinance or if the operation of the business poses an immediate threat to the health or safety of the public.

### 3.8 TEMPORARY CANNABIS EVENTS

#### 3.8.1 License or Permit Required for Temporary Cannabis Event

- A license or permit is required to be issued and approved by the Kanabec County Auditor prior to holding a Temporary Cannabis Event.

#### 3.8.2 Registration & Application Procedure

- A registration fee, as established in Kanabec County's fee schedule, shall be charged to applicants for Temporary Cannabis Events.

#### 3.8.3 Application Submittal & Review

- The Kanabec County Auditor shall require a registration for Temporary Cannabis Events. An applicant shall fill out a registration form, as provided by the Kanabec County Auditor. Said form shall include, but is not limited to:
  - Full name of the property owner and applicant; and
  - Address, email address, and telephone number of the applicant.
- The applicant shall include with the form:
  - The registration fee as required in section 5.1.2; and
  - A copy of the OCM cannabis event license application, submitted pursuant to MINN. STAT. § 342.39 subd. 2.
- The application shall be submitted to the Kanabec County Auditor. If the application is deficient with respect to the above requirements, the Kanabec County Auditor shall return the application with a written notice of the deficiencies.
- Once an application is considered complete, the Kanabec County Auditor shall inform the applicant as such in writing, process the application fees, and forward the application to the Kanabec County Sheriff's Office for final approval. The Kanabec County Sheriff may deny an application in writing if the applicant has not sufficiently planned or detailed feasible safety and security plans.
- The registration fee shall be non-refundable once processed.
- The application for a license for a Temporary Cannabis Event shall meet the following standards:
  - Except for low-potency cannabis edibles, onsite consumption is prohibited.
  - Temporary cannabis events shall only be held between the hours of 10:00 am – 9:00 pm.
  - Temporary cannabis events are prohibited in residential districts.
  - Temporary cannabis events must comply with the buffer requirements described in section 3.1.
  - Temporary cannabis events must comply with all requirements detailed in MINN. STAT. § 342.40. The application shall include a detailed plan addressing the requirements of MINN. STAT. § 342.20, subds. 3, 4, 5, 6, 7 and 8.
- A request for a Temporary Cannabis Event that meets the requirements of this Section shall be approved.
- A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. The Kanabec County Auditor shall notify the applicant of the standards not met and basis for denial.

### 3.9 LOCAL GOVERNMENT AS A CANNABIS RETAILER

- A municipality may establish, own, and operate a municipal cannabis retail business subject to the restrictions in this Ordinance.
- A municipal cannabis retail store shall not be included in any limitation of the number of registered cannabis

retail businesses under section 2.6.

- A municipal cannabis retail store shall be subject to all the same rental license requirements and procedures applicable to all other applicants.

4.0 EFFECTIVE DATE

This ordinance shall be in full force and effect January 1, 2025.

ORDAINED by the Kanabec County Board of Commissioners on this \_\_\_\_ day of \_\_\_\_\_, 2024.

COUNTY OF KANABEC

By:

Attest:

\_\_\_\_\_  
Chair of the Board of Commissioners

\_\_\_\_\_  
Kanabec County Coordinator

# 7:05pm Appointment

December 5, 2024

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Request for approval to enter into an agreement with Axon for Sheriff's Office equipment, storage, training and support	<b>b. Origination:</b> Sheriff's Office
<b>c. Estimated time:</b> 10-15 minutes	<b>d. Presenter(s):</b> Sheriff Brian Smith

**e. Board action requested:**

Approve the following resolution:

**Resolution # \_\_\_\_\_ 12-5-24**

**Approval of Axon Officer Safety Plan Ten Plus with Fleet Three Bundle Quote**

WHEREAS the Sheriff's Office taser program has reached end-of-life, and

WHEREAS the Sheriff's Office has found a tool to integrate multiple current systems including tasers, squad cameras, body cameras, enhanced training, 24/7 support, as well as evidence and data storage, and

WHEREAS this bundle also includes data storage and evidence access for the County Attorney's Office, and

WHEREAS the funding for said tool is available between the Sheriff's Office budget and Kanabec County's Public Safety Funds, and

WHEREAS said tool is recommended by the County Sheriff and the County Attorney.

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners hereby approves the quote of \$138,095.28 annually for ten (10) years by Axon and authorize the County Sheriff to execute all documents related to purchase and implementation of the Officer Safety Plan Ten Plus with Fleet Three system.

BE IT FURTHER RESOLVED that the County Board authorizes the Sheriff to utilize both budgeted funds and Public Safety funds to purchase and implement said system.

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**f. Background:**

Current Taser X26p's are end of life and cannot be repaired or replaced.

Current Squad camera system is no longer reliable and customer service and product reliability is questionable at best. Data is difficult and cumbersome to store and share with prosecution and others, thus this system will inherently increase efficiency in data sharing with the County Attorney's Office.

Implementing a BWC program will enhance the safety and transparency of both the public and the officers.

Implementing a VR training component to our use-of-force training will enhance in-house officer training

to a much higher level and better prepare officers for the additional challenges in today's society.

This system provides for boosted coverage throughout the County and is the same system utilized by the State Patrol.

This program locks Axon into providing the equipment we need at a known price for the future without unexpected increases.

The 10-year quote includes all hardware, software, installation, storage and training for Taser EMD's, Body Cams, Squad Cams, unlimited data storage for both Sheriff and County Attorney Office's, and VR training devices officer use-of-force training.

This system will also allow reduced reliance on the County's I.S. staff and the expense of on-site data storage and server replacement.

**Supporting Documents: None: Attached:**

**Date received in County Coordinators Office:**

**Coordinator's Comments:**

AXON is a Sourcewell Cooperative Purchasing Venture contract holder for this equipment and services.

#101223-AXN

Maturity Date: 12/15/2027



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## 10-YEAR QUOTE SUMMARY

OFFICER SAFETY PLAN 10 PLUS WITH AXON  
FLEET 3 & FOR THE  
KANABEC COUNTY SHERIFF'S OFFICE

Prepared By: Syllas Rohner, Sales Manager

Email: [srohner@axon.com](mailto:srohner@axon.com)

Phone: 480-550-9350

17800 North 85<sup>th</sup> Street

Scottsdale, AZ 85255





## EXECUTIVE OVERVIEW

With Axon's Officer Safety Plan 10 Plus with Axon Fleet 3 bundle, the Kanabec County Sheriff's Office can gain access to an ecosystem of connected hardware and software. The solutions included in the Officer Safety Plan 10 Plus with Axon Fleet 3 bundle were designed to integrate with one another and intentionally built to help improve upon day-to-day law enforcement activities. By bundling these solutions into one cost-effective package, Kanabec County Sheriffs Office can begin leveraging all of the necessary tools to improve efficiencies across your agency and keep your officers and communities safe.

By investing in our solutions as a bundle—versus a la carte purchases, Kanabec County Sheriffs Office will receive an overall savings of **\$392,846.10** throughout a 10-year contract.

For your convenience, we have also included a link to our [Master Services and Purchasing Agreement](#) for you to review.

If you have any questions regarding our solutions or pricing, please contact:

## POINT OF CONTACT

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Sylas Rohner

Sales Manager

480-550-9350

[srohner@axon.com](mailto:srohner@axon.com)

We look forward to working with the Kanabec County Sheriff's Office to help bolster your current workflows by joining our technology—designed specifically for law enforcement—with your personnel.



## COST OVERVIEW

CONTRACT LENGTH AND REFRESHES	
Program Length	10 Years
Refresh Schedule	Axon BWC & Docks – 30, 60, 90, and 120 Months Axon Fleet 3 Hardware – 60 and 120 months VR Hardware Refresh – 30, 60 and 90 Months TASER 10 – 60 Months
BILLING SCHEDULE	
Year 1	\$138,095.28
Year 2	\$138,095.28
Year 3	\$138,095.28
Year 4	\$138,095.28
Year 5	\$138,095.28
Year 6	\$138,095.28
Year 7	\$138,095.28
Year 8	\$138,095.28
Year 9	\$138,095.28
Year 10	\$138,095.28
SAVINGS OVERVIEW	
Justice Package Discount	\$147,632
OSP 10+ Bundle Discount	\$245,214
<b>TOTAL PROGRAM COST</b>	<b>\$1,380,952.8</b>



## STORAGE OVERVIEW

With the collection of Kanabec County Sheriff's Office's digital evidence on the rise, having access to a highly scalable cloud-storage solution capable of housing both Axon and non-Axon data is of the utmost importance. Especially when you need a reliable storage array to quickly access, manage, and share your data. With our proposed solution, Axon is offering Kanabec County Sheriff's Office the following storage amounts to ensure your data is available all from one place.

AVAILABLE STORAGE BREAKDOWN	
LICENSE TIER	STORAGE AMOUNT
Axon Device Data Storage	UNLIMITED
Axon Evidence Storage	UNLIMITED
Third-Party Storage	2.6TB



## SOLUTION DELIVERABLES

Axon's Officer Safety Plan 10 Plus with Axon Fleet 3 bundles hardware, software, accessories, training programs, 24/7 customer support, equipment refreshes, and warranties together to help equip your officers with the solutions they need. Whether easing your administrative burden back at the station or protecting your officers in the field, Kanabec County Sheriff's Office will receive the following program features and products to help you meet your goals.

### HARDWARE COMPONENTS

#### ENERGY WEAPONS

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- ▶ 26 TASER 10 Energy Weapons
- ▶ Annual Duty and Training Cartridge Replenishment
- ▶ 10 Year Warranty on Hardware – Handles, Batteries, Dock

#### BODY-WORN CAMERAS

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- ▶ 26 Axon Body-Worn Cameras – Model: Axon Body 4
- ▶ 4 Axon Body-Worn Cameras Docks, 4 Wall Mounts, and Accessories
- ▶ 26 Axon Body-Worn Camera Mounts

#### IN-CAR CAMERA SYSTEMS

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- ▶ 19 Axon Fleet 3 Camera Kits
- ▶ 19 Cradlepoint IBR1700 Routers
- ▶ 19 Axon Signal Units
- ▶ 19 Airgain Antennas

#### VR TRAINING

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- ▶ 2 HTC Focus Headsets and VR Controller Kits
- ▶ 2 Samsung S7+ Tablets and Cases
- ▶ 2 Glock 19 Controllers
- ▶ 2 TASER Energy Weapon Controllers



## SOFTWARE COMPONENTS

### ENERGY WEAPONS

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- ▶ 26 Axon Evidence TASER 10 Licenses

### BODY-WORN CAMERAS

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- ▶ 26 Axon Respond+ Licenses

### IN-CAR CAMERA SYSTEMS

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- ▶ 19 Axon Fleet 3 In-Car System Licenses
- ▶ 19 Axon Fleet 3 ALPR Licenses
- ▶ 19 Axon Respond+ Licenses
- ▶ 38 Axon Fleet 3 Unlimited Storage Licenses (per camera, dash and interior)

### VR TRAINING

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- ▶ 26 VR TASER 10 User Access Licenses

### DEMS

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- ▶ 26 Axon Evidence Pro Licenses
- ▶ 26 Axon Evidence Unlimited Storage Licenses (Axon Data Only)
- ▶ 26 Unlimited Third-Party Storage Licenses
- ▶ 26 Third-Party Video Support Licenses
- ▶ 26 Redaction Assistant User Licenses
- ▶ 26 Axon Community Request User Licenses
- ▶ 26 Axon Standards Licenses
- ▶ 26 Auto-Tagging Licenses
- ▶ 26 Axon Performance Licenses
- ▶ 26 Axon Investigate Licenses



## TRAINING AND SUPPORT

- ▶ Auto-Tagging/Axon Performance Implementation
- ▶ Axon Body Camera Starter
- ▶ Fleet 3 Camera System Vehicle Installations
- ▶ Axon VR – Full Service Installation

## ENERGY WEAPON VOUCHERS

- ▶ TASER Instructor Course Vouchers (On Demand Certification)

## WARRANTIES AND REFRESHES

- ▶ 10 Year TASER 10 Handle, Battery, and Dock Warranties
- ▶ 10 Year Body-Worn Camera and Dock Warranties
- ▶ Body-Worn Camera and Dock Refreshes
- ▶ In-Car Camera Systems Refresh
- ▶ VR Headset and Tablet Refreshes
- ▶ TASER 10 Refresh

**December 5, 2024**  
**7:15pm Appointment**  
**Agenda of Chad T.**  
**Gramentz, PE Public**  
**Works Director**

1. ARPA Project Bids
    - a. Building Security Upgrades Resolution #1 (12-05-24)
    - b. Paging System Resolution #2 (12-05-24)
    - c. Courthouse Carpet – 3<sup>rd</sup> Floor Resolution #3 (12-05-24)
  
  2. Fill Senior CADD Technician Vacancy Resolution #4 (12-05-24)
- 

**Resolution #1 (12-5-24)**  
**Building Security Upgrades for Courthouse**  
**and Public Health Buildings**

WHEREAS the Board of Commissioners wishes to improve security of the reception areas of the County Coordinator’s office, Public Health office, and the WIC office, and

WHEREAS said security improvements include security glass, wall construction, doors, and other associated improvements as outlined in the quotes included herein by reference, and

WHEREAS the following quotes were received for said building security improvements:

BCI Construction, Inc.	\$71,822
DKN Construction, LLC	\$65,820

THEREFORE BE IT RESOLVED to accept the low quote of \$65,280 by DKN for building security improvements for the Coordinator’s office, Public Health office, and the WIC office.

BE IT FURTHER RESOLVED to authorize the Board Chair to sign the agreement.

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**Resolution #2 (12-5-24)**  
**Paging System for Building Communication**

WHEREAS the following quotes were received for a paging system to improve communication to county buildings for emergency situations:

DSC Communications	\$22,676
Accurate Controls, Inc.	\$52,200

WHEREAS said quotes were presented to the Board and,

THEREFORE BE IT RESOLVED to accept the low quote \$22,676 by DSC Communications for a paging system for the county buildings, and

BE IT FURTHER RESOLVED to authorize the Board Chair to sign the agreement.

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**Resolution #3 (12-5-24)**  
**Carpet Bids for Courthouse Third Floor**

WHEREAS the following quotes were provided for carpet replacement in the 3<sup>rd</sup> floor of the Courthouse:

DKN Construction	\$76,289.00
Multiple Concepts Interiors	\$xxxxxxx (quote to be provided at meeting)

WHEREAS said quotes were presented before the board, and

THEREFORE BE IT RESOLVED to accept the quote of \$xxxxxxx by xxxxxxxxxx for carpet replacement in the courthouse 3<sup>rd</sup> floor.

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**Resolution #4 (12-5-24)**  
**Post and Fill Full-Time Vacancy**  
**Senior Engineering Technician**

WHEREAS the Senior Engineering Technician has given written notice of his resignation in December thus creating a vacancy, and

WHEREAS the Board desires to refill this vacancy as soon as reasonably possible, and

WHEREAS said position is Grade 14 and requires specific experience, education, and certifications making it a more difficult to fill position, and

WHEREAS Kanabec County also has a Civil CADD Technician position with slightly lesser qualifications at Grade 12.

WHEREAS the Senior Engineering Technician position is included in the approved 2024 department budget, as well as the 2025 preliminary budget.

BE IT RESOLVED that the County Board authorizes the Public Works Director and the County Personnel Director to post for both the Senior Engineering Technician and the Civil CADD Technician positions, to screen and interview, and to hire one full-time staff person to fill the position for which they qualify.



October 10, 2024

Dave Mulvaney, Building Maintenance Supervisor  
Kanabec County  
317 Maple Avenue East  
Mora, MN 55051

**RE: Kanabec County Courthouse 2024 Security Upgrades Proposal**

Dear Dave and Kanabec County,

We are excited to propose the following estimate to you and your team for the security upgrades for Kanabec County. This letter is meant to transmit our proposal and desire to perform the scope of work we have interpreted from you and Kanabec County.

With an office located in Kanabec County, our team offers the ability to maintain quick response time, and daily contact not only within our team, but with yours as well. We recently completed two projects for Mora Public Schools, both with a similar scope of work to what Kanabec County is looking to complete in this project. We've served many public entities, as well as private clients all throughout the region, and our self-performing teams fit well doing much of this work.

Our values are paramount to us as a team. We genuinely believe in our people and the people we serve. This energy comes from believing that our purpose is to "build something greater than ourselves," which we hope exudes directly from our teams. We believe you will feel that energy on our sites, and with our people. While some of the meetings can be direct and focused, we believe we should enjoy the process together, and we look forward to experiencing that with Kanabec County.

As a Mora resident myself, I am proud to have the opportunity to work with and for the people within our community. My team and I are excited to have the opportunity to serve you and wish you the very best on this journey, regardless of your selection.

Sincerely,

*Emma Anderson*

Emma Anderson, Project Coordinator  
BCI Construction, Inc.

## **Proposal and Scope of Work**

### **Kanabec County Courthouse 2024 Security Upgrades**

The purpose of this proposal is to provide an estimate for the work to be completed for the security improvements in three locations, broken out below, for Kanabec County which have been previously reviewed with Dave Mulvaney.

#### **Project #1: Coordinator's Office N181 Reconfiguration**

Our estimate includes the following:

- 1 Dumpster
- Temporary Floor and Dust Protection
- Removal and Reinstallation of Existing Door and Frame
- Framing of New Steel Stud Wall to Grid Height Including Gypsum Board Finishes
  - o See Alternate #1 to extend framing to deck height
- Supply and Install of Glass with ½ Moon at Service Window Location
- Supply and Install of a Plastic Laminate Countertop
- Supply and Install of New Door and Frame to be Installed in New Wall
  - o Keying to be completed by owner
- Patching of Flooring and Vinyl Base from Owner Attic Stock Supply

This work is to be completed with an estimated cost of \$24,622.00

#### **Project #2: Public Health 127 Clerical Office**

Our estimate includes the following:

- Temporary Floor and Dust Protection
- Framing of New Steel Stud Wall to Grid Height Including Gypsum Board Finishes
  - o See Alternate #2 to extend framing to deck height
- Supply and Install of New Door and Frame to be Installed in New Wall
  - o Keying to be completed by owner
- Supply and Install of Glass with ½ Moon at Service Window Location
- Supply and Install of a Laminate Countertop
  - o See Alternate #03 for Stainless Steel Option
- Patching of Flooring and Vinyl Base from Owner Attic Stock Supply

This work is to be completed with an estimated cost of \$20,162.00

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### **Project #3: Public Health 140 Clerical Office**

Our estimate includes the following:

- Framing of New Steel Stud Wall to Grid Height Including Gypsum Board Finishes
  - o See Alternate #4 to extend framing to deck height
- Supply and Install of New Door and Frame to be Installed in New Wall
  - o Keying to be completed by owner
- Supply and Install of Glass with ½ Moon at Service Window Location
- Supply and Install of a Laminate Countertop
  - o See Alternate #03 for Stainless Steel Option
- Removal of Existing Door at End of Hallway to be Reinstalled in New Location
- Patching of Removed Door Location to Include Gypsum Board Finishes
- Patching of Flooring and Vinyl Base from Owner Attic Stock Supply

This work is to be completed with an estimated cost of \$21,633.00

### **Alternates**

Alternate #1: Project 01 - Extend framing to deck height for new steel stud wall including patching of existing acoustical ceiling tile and grid.

Add \$323.00

Alternate #2: Project 02 - Extend framing to deck height for new steel stud wall including patching of existing acoustical ceiling tile and grid.

Add \$430.00

Alternate #3: Project 02/03 – Stainless Steel Countertop

Add \$430.00 For Each Countertop

Alternate #4: Project 03 - Extend framing to deck height for new steel stud wall including patching of existing acoustical ceiling tile and grid.

Add \$430.00

Alternate #05: Add Electrical Work

Project 01: Add \$1,700.00

Project 02: Add \$2,505.00

Project 03: Add \$1,200.00

### **Exclusions**

This proposal excludes the following:

- Building Permit Cost
- Final Clean
- Multi-Phase Project Timeline
  - o Our budget is in assumption we would complete these projects simultaneously over the same time frame. Cost impact would occur if we were unable to complete projects in one mobilization.



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If our proposal is acceptable, please sign and date this proposal and email back to [banderson@bciconstruction.us](mailto:banderson@bciconstruction.us).

Please feel free to contact me with any questions at 320-402-9755.

Sincerely,

*Emma Anderson*

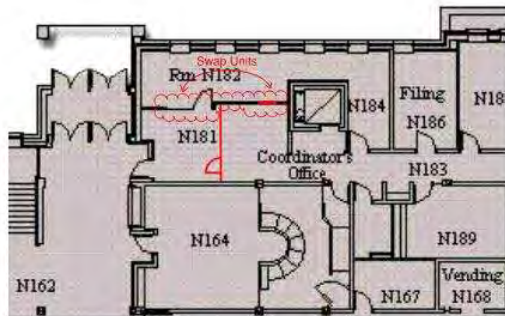
**Emma Anderson, Project Coordinator**  
BCI Construction, Inc.

Acceptance of Proposal:

Signature: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_

## Project #01: Coordinator's Office N181 Reconfiguration

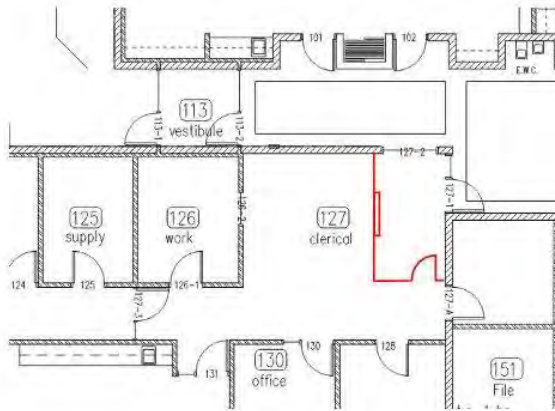
### DOOR PLAN



- a. Demolish existing walls to remove and reinstall door and frames at new location (Swap) - tie in framing & drywall.
  - b. Supply and install new, 3 5/8" steel stud & drywall configurations to the bottom of the existing grid  
-Supply an alternate to go up to the bottom of deck
  - c. Supply and install new 3' by 8' commercial door & frame with matching closer & mortised based hardware in the new framed wall  
-Door to have a 1/4 or 1/8 lite (to match existing entrance into the space)
  - d. Supply and install a 52" tall by 48" wide hollow metal window opening (service window) with security glass and "1/2 moon" pass through in the new framed wall
  - e. Supply and install a PLAM transition counter through service window
  - f. Install Owner attic stock of Vinyl Base & carpet; patch carpet as necessary
  - g. Professionally paint new and impacted walls
- 
- h. As an alternate, supply the electrical scope of work to the client for project comparison, however, we will exclude this from our base scope of work.
  - i. **General Conditions:** (Foreman, dumpster, basic temporary conditions)
  - j. **Exclusions:** Civic Fee's (including building permit), electronic hardware including security, speaker at pass-through windows), supply of paint/flooring/vinyl base for patching.



## Project #02: Public Health 127 Clerical Office



a. Supply and install new, 3 5/8" steel stud & drywall configurations to the bottom of the existing grid (104" to grid)

- Supply an alternate to go up to the bottom of deck (additional 73 3/8")

b. Supply and install new 3' by 8', 1 3/4" commercial door & frame with matching finishes, closer & mortised-based hardware in the new framed wall system

c. Door to have a 1/4 lite

d. Supply and install opening for security glass and "1/2 moon" pass through (similar to existing spaces)

e. Supply and install a PLAM transition counter through service window

- Supply an alternate to utilize a stainless-steel transition through the service window (similar to existing spaces)

f. Install Owner attic stock of Vinyl Base & carpet; patch carpet as necessary

g. Professionally paint new and impacted walls

h. As an alternate, supply the electrical scope of work to the client for project comparison, however, we will exclude this from our base scope of work.

- Light switch to be installed in new wall

- Looking at different lighting options (2x2 lights on both sides of new wall?)

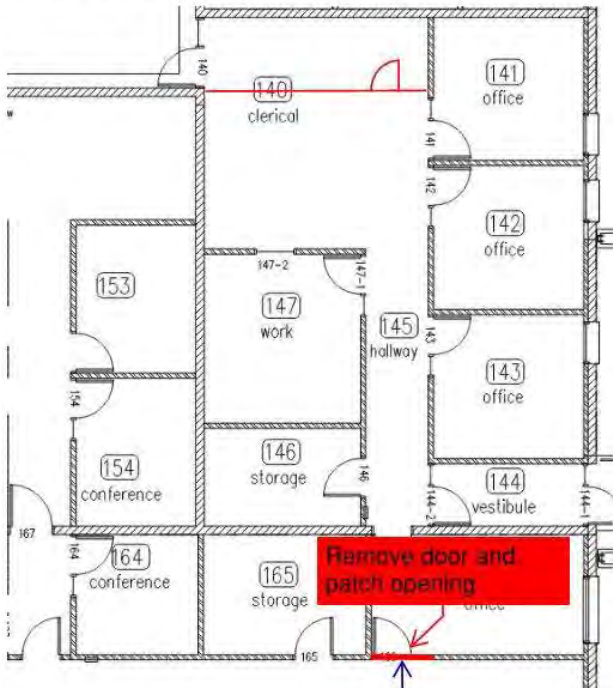
i. **General Conditions:** Foreman, dumpster, & basic temporary conditions

j. **Exclusions:** Civic Fee's (including building permit), electronic hardware including security, speaker at pass-through windows)



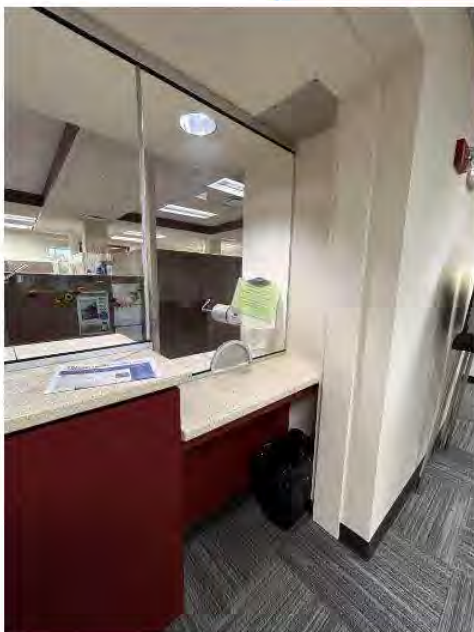


## Project #03: Public Health 140 Clerical Office/Door Removal



- a. Supply and install 3 5/8" steel stud & drywall configurations to bottom of grid (104" to grid)
    - Supply an alternate to go up to the bottom of deck (additional 73 3/8")
  - b. Supply and install new 3' by 8' commercial door frame with in the new framed wall.
    - Existing door to be reused.
  - e. Supply and install opening for service window with security glass and "1/2 moon" pass through
  - f. Supply and install a PLAM transition counter through service window
    - Supply an alternate to utilize a stainless-steel transition through the service window (similar to existing spaces)
  - g. Install Owner attic stock of Vinyl Base & carpet; patch carpet as necessary
  - h. Professionally paint new and impacted walls
- 
- i. As an alternate, supply the electrical scope of work to the client for project comparison, however, we will exclude this from our base scope of work.
  - j. **General Conditions:** Foreman, dumpster, basic temporary conditions
  - k. **Exclusions:** Civic Fee's (including building permit), electronic hardware including security, speaker at pass-through windows)

ID - re-use door & HDW



**DKN Construction, LLC**  
 2332 Highway 65  
 Mora, MN 55051 US  
 612-333-3857  
 office@dknconstruction.com  
 www.dknconstruction.com

# Estimate



ADDRESS
Dave Mulvaney Kanabec County Courthouse 317 Maple Ave E Mora, MN 55051

ESTIMATE #	DATE
2607	10/24/2024

**JOB NAME**  
 Rvsd- Coordinators Office

DESCRIPTION	AMOUNT
Demo existing frames and prep for build back.	2,000.00
Frame walls, sheetrock, and tape to a smooth finish. Patch and infill wall.	5,250.00
Supply and install laminated glass and additional window	7,350.00
Supply 16" x 5' P Lam top and smaller P-Lam top	1,100.00
Electrical budget to revamp existing - per scope provided	600.00
Supply 2 new HM door frames, stain door.	3,320.00
Prep, prime, paint new walls, frames, stain door	3,125.00
Supply and install v-base	400.00
Allowance for carpet patching	500.00
Misc material and carpentry	2,200.00
Sup-time / Coordination	800.00
OH&P	2,665.00
If it is not listed, it is not included.	0.00
No SAC or WAC permitting figured.	
All pricing is subject to change on quotes as materials pricing and lead times are volatile.	
Speak through by others	
No permit figured	

Notice of Mechanic's Lien: Minnesota Statutes Section 514.001:

(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

Acceptance of Proposal:

The above prices, specifications, and conditions are satisfactory and are hereby accepted.

By signing the acceptance below, you are authorizing DKN to do the work as specified.

TOTAL

**\$29,310.00**

Accepted By

Accepted Date

**DKN Construction, LLC**

2332 Highway 65

Mora, MN 55051 US

612-333-3857

office@dknconstruction.com

www.dknconstruction.com

**Estimate**



ADDRESS
Dave Mulvaney Kanabec County Courthouse 317 Maple Ave E Mora, MN 55051

ESTIMATE #	DATE
2606	10/24/2024

**JOB NAME**

Public Health 127

DESCRIPTION	AMOUNT
Frame walls to grid, drywall, tape to a smooth finish - set frame	4,200.00
Supply and install laminated glass	4,700.00
Supply and install 16" x 6' P-Lam top	675.00
Supply new HM frame, oak door and hardware	2,635.00
Prep, prime, paint new walls, frame and door	2,145.00
Supply and install v-base	300.00
Misc labor and carpentry	1,200.00
Electrical per scope provided	525.00
Sup-time / Coordination	500.00
OH&P	1,685.00
If it is not listed, it is not included.	0.00
No SAC or WAC permitting figured.	
All pricing is subject to change on quotes as materials pricing and lead times are volatile.	
No permit figured	
Speak through by others	

Notice of Mechanic's Lien: Minnesota Statutes Section 514.001:

(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

Acceptance of Proposal:

The above prices, specifications, and conditions are satisfactory and are hereby accepted.

By signing the acceptance below, you are authorizing DKN to do the work as specified.

TOTAL

**\$18,565.00**

Accepted By

Accepted Date

**DKN Construction, LLC**  
 2332 Highway 65  
 Mora, MN 55051 US  
 612-333-3857  
 office@dknconstruction.com  
 www.dknconstruction.com

# Estimate



ADDRESS
Dave Mulvaney Kanabec County Courthouse 317 Maple Ave E Mora, MN 55051

ESTIMATE #	DATE
2605	10/24/2024

**JOB NAME**

Rvsvd- Public Health WIC

DESCRIPTION	AMOUNT
Demo door and frame for reuse, clean-up	1,200.00
Frame new walls, sheetrock, tape to a smooth finish	4,250.00
Supply and install laminated glass	4,440.00
Supply 16"x 5' P-Lam top	700.00
Prep, prime, paint new walls	1,945.00
Electrical per scope provided	1,210.00
Supply and install V-base	300.00
Misc material and carpentry	1,200.00
Dumpster / Disposal - cost for both projects	700.00
Sup-time / Coordination	500.00
OH&P	1,500.00
If it is not listed, it is not included.	0.00
No SAC or WAC permitting figured.	
All pricing is subject to change on quotes as materials pricing and lead times are volatile.	
No permit figured	
Speak through by others	

Notice of Mechanic's Lien: Minnesota Statutes Section 514.001:

(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

Acceptance of Proposal:

The above prices, specifications, and conditions are satisfactory and are hereby accepted.

By signing the acceptance below, you are authorizing DKN to do the work as specified.

TOTAL

**\$17,945.00**

Accepted By

Accepted Date



Please review the following quote

**Emergency Alerting Solution**

Quote # SH005852  
Version 1

Prepared for:

**Kanabec County Sheriffs Office**

Brian Smith  
brian.smith@co.kanabec.mn.us





Bogen Audio System

\* Contains Optional Items

Description	Price	Qty	Ext. Price
<b>Amplifier 60 Watt</b>	\$575.00	3	\$1,725.00
<b>Amplifier 100 Watt</b>	\$625.00	1	\$625.00
<b>Rackmount Kit for Bogen C35, C60 and C100 Amplifiers</b>	\$50.00	4	\$200.00
<b>Speaker Ceiling Drop In 2x2</b>	\$205.00	29	\$5,945.00
<b>Speaker Compact Cut-In 4 Watt</b>	\$45.00	1*	\$45.00
<b>Support Tile Bridge (for cut in speaker)</b>	\$30.00	1*	\$30.00
<b>Speaker 1 Watt Wall Mount</b>	\$120.00	2	\$240.00
<b>Cable 18-2 Unshielded Plenum White 1000 Feet</b>	\$155.00	4*	\$620.00

\* Optional Subtotal: **\$695.00**  
 Subtotal: **\$8,735.00**

Informer Relay & Radios

Description	Price	Qty	Ext. Price
<b>Pager Base VHF 150-170Mhz Dual Relay Output, 600 Ohm Audio Out</b>	\$1,275.00	4	\$5,100.00
<b>Mobile XPR2500 VHF 136-174Mhz 45 Watts 128 CH DG</b>	\$953.00	4	\$3,812.00
<b>Power Supply CM Series 23 Amp Desktop</b>	\$221.00	4	\$884.00
<b>Antenna Mag Mount with Mini-UHF Connector</b>	\$55.00	4	\$220.00
<b>ANTENNA ROD, 152-162MHZ</b>	\$10.00	4	\$40.00
<b>COUPLING, NUT</b>	\$10.00	4	\$40.00
<b>AUDIO ACCESSORY-MOBILE MICROPHONE,DESKTOP MOBILE MICROPHONE</b>	\$130.00	4	\$520.00
<b>CABLE, ASSEMBLY,IGNITION SWITCH CBL</b>	\$19.00	4	\$76.00
<b>DSC Promo Valid Until December 31st 2024</b>	(\$224.00)	4	(\$896.00)

NOTE: The proposed alerting mobile radios and relays will utilize Kanabec County's existing VHF Paging system in order to allow Dispatch to alert the 4 other County buildings individually or simultaneously.



**Informer Relay & Radios**

Description	Price	Qty	Ext. Price
<b>Misc Hardware Fittings &amp; Consumables</b>	\$200.00	1	\$200.00

**Subtotal: \$9,996.00**

**Services**

Description	Price	Qty	Ext. Price
<p><b>Labor for staging, travel and installation of Base Station Radios and Relay equipment.</b></p> <p>Scope of project as follows:</p>   <p>DSC reserves the right to bill time and material for any changes to the scope of the project.</p>	\$3,000.00	1	\$3,000.00
<b>Shipping and Handling</b>	\$250.00	1	\$250.00

NOTE: Customer responsible for running wire, mounting and deploying amplifier and internal speaker system.

**Subtotal: \$3,250.00**



## Emergency Alerting Solution

### Prepared by:

#### 1 - Superior

Steve Hamski  
(715) 947-2026  
Fax 7153922995  
shamski@dsccommunications.com

### Prepared for:

#### Kanabec County Sheriffs Office

317 Maple Ave E  
Mora, MN 55051  
Brian Smith  
(320) 679-8420  
brian.smith@co.kanabec.mn.us

### Quote Information:

#### Quote #: SH005852

Version: 1  
Delivery Date: 11/07/2024  
Expiration Date: 12/03/2024

## Quote Summary


Description	Amount
Bogen Audio System	\$8,735.00
Informer Relay & Radios	\$9,996.00
Services	\$3,250.00
<b>Total: \$21,981.00</b>	

## \*Optional Expenses

Description	One-Time
Bogen Audio System	\$695.00
<b>Optional Subtotal: \$695.00</b>	

Taxes, shipping, handling and other fees may apply. 3% Processing Fee will be accessed on all credit card transactions. We reserve the right to cancel orders arising from pricing or other errors.

### 1 - Superior

Signature:   
Name: Steve Hamski  
Title:  
Date: 11/07/2024

### Kanabec County Sheriffs Office

Signature: \_\_\_\_\_  
Name: Brian Smith  
Date: \_\_\_\_\_



March 26<sup>th</sup>, 2024

**RE: Price Quotation for the Kanabec County Detention Center  
Public Announcement System  
Mora, MN**

**Video Surveillance System Upgrade**

Summary of Scope:

This quotation is the base bid proposal for Accurate Controls to provide the facility with an AudioTec system to make public announcements from the Jail dispatch stations to facility buildings Highway, Transit, Family services, Courthouse basement, 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> floors. Accurate Controls will provide the headend equipment, field devices, programming labor, and onsite headend terminations. All wire, 120VAC power, and field device (speaker) terminations will be provided by the facility. Also, the new AudioTec equipment will get network connection to these building via the facility network. The owner will need to provide static IP addresses for the new AudioTec devices. The intent is for the facility to have all the speakers and wiring in place prior to Accurate Controls coming to site.

Installation plan:

The first part of the installation plan is for Accurate Controls to send the facility the speakers and mounting accessories. Once received, the speakers and mounting accessories will be installed and wired by the facility with some email instruction by Accurate Controls. Also, at this time the facility will need to install (3) new cat6 cables in total from the dispatch stations to the security equipment room. This new cat6 cable will be for the new public announcement microphones.

Once the field devices are installed and the wiring is ready at all the equipment rooms, Accurate Controls will send a technician to site to start the installation of the headend equipment. After the equipment is installed, the technician will terminate the new field wires that were pulled by the facility.

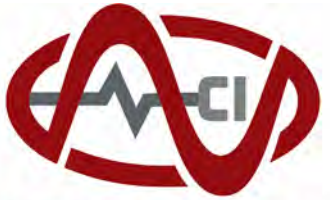
During the installation process, the new microphones will be installed, and the software will be updated on the dispatch computers. Then connection testing will begin for the AudioTec devices. Once that is completed, paging tests will begin.

This proposal includes adding the following new security electronics equipment:

- (1) AudioTec Application appliance
- (3) AudioTec TMS-1011 Gooseneck microphones
- (7) AudioTec APA Paging Amplifier
- (7) Eaton UPS units for remote AudioTec APA units
- (7) Phoenix Contact 2902994 power supplies
- (1) HP J9982-61001 8 port switch
- (35) Quam Solution1 two pack loud speaker with mounting supports
- (21) Quam System 1 wall mount speaker with back box.

Inclusions:

- System engineering
- System programming
- Project management
- Head end equipment installation in existing racks and final terminations



ACCURATE CONTROLS, INC.

- Onsite system startup, testing and certification
- Quotation includes (1) Accurate Controls technician for headend terminations and testing
- Freight from our facility to the project site included in our quotation
- As-built drawings

Exceptions:

- Spare equipment
- All work to be completed on 1<sup>st</sup> shift Monday thru Friday 7:00 am to 4:30 pm
- Some work will require the disruption of normal operations
- Sales tax on materials
- Accurate Controls, Inc. may adjust the contract price to reflect the revised actual cost of the labor and materials. Accurate Controls, Inc. shall provide to prime contractor or Owner documentation supporting our claim for additional compensation. If there is an increase in the actual cost of labor or materials charged to Accurate Controls, Inc. in excess of 5% subsequent to signing contract or purchase order, the price set forth in said contract or purchase order shall be increased accordingly with a written change order or amendment.
- Accurate Controls, Inc. shall submit production and labor schedule extensions to contractor or Owner in a timely fashion that result from changes to global supply chain and construction manufacturing that are out of our control.

Assumptions/Clarifications:

- Prevailing wages do not apply.

Cabling Requirements for new Equipment included in quotation:

- Speakers computers require (1) West Penn 291 wire. This wire can be daisy chained to the next speaker.
- AudioTec APA units will require 120VAC power and (1) network connection to the facility network.
- AudioTec Appliance will require (1) network connection to security system network and (1) network connection to facility network.
- New IP mater stations will require (1) cat6 cable pulled to equipment room with AudioTec audio appliance.

**Quotation:**

**Base Bid Total = \$52,200.00**

**Add 1.25% to the above referenced proposal if payment and performance bond is required.**

Warranty:

Accurate Controls, Inc. shall guarantee our labor and materials to be free from defects for a period of one (1) year from final acceptance of installation. We shall replace defective materials in a timely fashion after diagnosis. Accurate Controls, Inc. will not replace or warrant hardware which is damaged due to negligence, acts of god or vandalism.

Summary:

Quotation valid for 60 days and subject to change thereafter.



Accurate Controls, Inc. is a national UL508A integrator of the preceding equipment with all of our project coordinators, technicians, and engineers being factory authorized. For more information about Accurate Controls, Inc. please visit our website at [www.accuratecontrols.com](http://www.accuratecontrols.com). If you have any questions, comments or suggestions, please feel free to call me at 920-896-4044

Respectfully,

*Jeromy Dahlke*

Jeromy Dahlke

Director of Customer Service

[jdahlke@accuratecontrols.com](mailto:jdahlke@accuratecontrols.com)

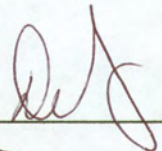
**Signature Page**

NAME OF BIDDER: DKN Construction

OFFICIAL BUSINESS ADDRESS | 2332 HWY 65.  
Mora MN 55051  
\_\_\_\_\_  
\_\_\_\_\_

TOTAL SUM OF BID \* \$76,289

\*All bids must be accompanied by a detailed schedule of values that includes all materials and labor included in the total lump sum bid.

SIGNATURE in ink by: 

Printed or typed name: Dan Nowling

TITLE (or position): owner

This Proposal dated the 27 day of November, 2024

Note: potential price increase after January 1st of 7% to 10%  
Price to stay the same if ordered prior to

# Agenda Item #1

## PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota  
County of Kanabec  
Office of the County Coordinator

**UNAPPROVED MINUTES**

**November 19, 2024**

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

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

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

Action #1 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the amended agenda with the following changes: Remove agenda item #6, Closed Session: Labor Negotiation Strategy.

**9:00am** – The Chairperson called for public comment. Those that responded included:

Laird Mork	Comments in support of funding the 4-H Educator Full Time.
Rebecca Anderson	Comments in support of funding the 4-H Educator Full Time.
Jaime Pouliot	Comments in support of funding the 4-H Educator Full Time.
Dave Halvorson	Comments regarding concern of County expenditures, boarding inmates, and assault rifles in the county.
Emily Marshall	Comments in support of funding the 4-H Educator Full Time.
Valerie Prax	Comments in support of funding the 4-H Educator Full Time.
Dan Porter	Comments in support of funding the 4-H Educator Full Time.

**9:18am** – The Chairperson closed public comment.

Action #2 – It was moved by Peter Ripka, seconded by Alison Holland and carried unanimously to approve the minutes of November 5, 2024 as presented.



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

<u>Vendor</u>	<u>Amount</u>
AT&T Mobility	1,547.51
Blaze Credit Union	517.15
City of Mora	16,614.71
East Central Energy	393.67
Kwik Trip Inc	13,934.40
Marco Inc	3,410.85
Marco Inc	244.79
Matykiewicz, Korissa	500
Midcontinent Communications	223.19
Minnesota Unemployment Insurance	13,687.99
Norton Law	675
Quadient Finance	5,015.00
Sjodin, Cooper	200
Steffen, Todd	500
Syverson, Sami	200
VC3, Inc.	6,968.00
Verizon Wireless Air Cards	1,794.65
Verizon Wireless Cell Phones	3,783.97
<b>17 Claims Totaling:</b>	<b><u><u>\$70,210.88</u></u></b>

Action #4 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to recess the meeting at 9:19am to a time immediately following the Family Services Board.

The Kanabec County Family Services Board met at 9:19am on Tuesday, November 19, 2024 pursuant to adjournment with the following Board Members present: Tom Roeschlein, Rick Mattson, Wendy Caswell, Alison Holland and Peter Ripka. Family Services Director Chuck Hurd presented the Family Services Board Agenda

Action #FS5 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to approve the Family Services Board Agenda as presented.

Family Services Director Chuck Hurd and Community Health Director Kathy Burski met with the Board to discuss matters concerning their departments.

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

## **Resolution #FS6 - 11/19/24**

### Family Services Advisory Committee Resolution

**WHEREAS**, Minnesota Statute 402.03 requires the establishment of an advisory committee for Human (Family) Service agencies; and

**WHEREAS**, in Kanabec County this requirement was initially met through the establishment of an advisory committee via Resolution #HS9-12/12/2007; and

**WHEREAS**, the statutory requirement was exceeded by establishing a joint advisory committee with Community Health via Resolution #FS6-12/19/18; and

**WHEREAS**, the respective Department Directors have determined that Kanabec County's Family (Human) Services Agency would be better served by returning to an advisory committee separate from Community Health; and

**WHEREAS**, at this time the Kanabec County Family Services Board recommends the reestablishment of a Family Services Advisory Committee as a single agency entity.

**THEREFORE, BE IT RESOLVED** that the Kanabec County Family Services Board approves rescinding Resolution #FS6-12/19/18.

**BE IT FURTHER RESOLVED** that the Kanabec County Family Services Board approves the reestablishment of the Family (Human) Services Advisory committee pursuant to Minnesota Statute 402.03.

**BE IT FURTHER RESOLVED** that the Kanabec County Family Services Board hereby directs the Family Services Director, in collaboration with the commissioner appointed to this advisory committee, to make recommendations to the Family Services Board regarding committee membership and the appointment of a committee chair pursuant to Minnesota Statute 402.03.

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

## **Resolution #FS7-11/19/24**

### Extension of Training Agreement Resolution

**WHEREAS**, Kanabec County Family Services has an Agreement for training the new Administrative Assistant, and

**WHEREAS**, due to the length of time between the separation and hiring of the new Administrative Assistant, numerous hours were used to keep daily duties completed, and

**WHEREAS**, the Family Services Director and the Community Health Director are requesting to extend the Agreement with Renee Petersen for 25 additional hours to be used as needed in the future.

**THEREFORE BE IT RESOLVED** the Kanabec County Family Services Board approves the Family Services Director extending the Agreement with Renee Petersen not to exceed 25 additional hours of training time at \$30.00 per hour not to exceed \$750.00.

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

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

## **Resolution #FS8 - 11/19/24**

### Medical Assistance Appropriation Overtime & Equipment Resolution

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

**WHEREAS**, Kanabec County Family Services has \$104,192 currently remaining from these MA unwinding funds, and

**WHEREAS** overtime pay for staff to complete MA related work is an allowable Expense, and

**WHEREAS** the purchase of 6 additional laptops will improve the ability to ensure work can be done to process MA applications, and

**WHEREAS**, the Family Services Director is requesting approval for allocating an additional \$20,000 from these funds for overtime pay and up to \$6,000 for the purchase

of laptops.

**THEREFORE BE IT RESOLVED** the Kanabec County Family Services Board approves the use of up to an additional \$20,000 of the one-time funding for overtime pay and up to \$6,000 for computers for financial staff due to the significant increase in MA processing requirements.

Action #FS9 – It was moved by Peter Ripka, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

### **Resolution #FS9 – 11/19/24**

#### Computer Purchase Resolution

**WHEREAS**, Kanabec County Family Services has budgeted for upgrading computers on a regular rotation, and

**WHEREAS**, at this time the Family Services Director wishes to return to a regular schedule of upgrading a specific number of computers each year to keep the annual cost of such replacement to a minimum, and

**WHEREAS**, Family Services is requesting to purchase 5 laptop computers, which are budgeted for, in the equipment category of the Family Services 2024 budget.

**THEREFORE BE IT RESOLVED** the Kanabec County Family Services Board approves the Family Services Director with the assistance of the IS Director to purchase 5 computers at a cost not to exceed \$5,000.

Action #FS10 – It was moved by Peter Ripka, seconded by Tom Roeschlein and carried unanimously to approve a consent agenda including all of the following actions:

### **Resolution #FS10a - 11/19/2024**

#### Psychiatric Services Contract – Dr. Paul Richardson

**WHEREAS**, the Family Services Agency does contract for psychiatric services, and

**WHEREAS**, such a contract has been presented to the Kanabec County Board of Commissioners for the year 2025;

**THEREFORE BE IT RESOLVED** to approve an agreement for psychiatric services for the year 2025 with Dr. Paul Richardson for 4 hours per week at \$250 per hour for the time period

January 1, 2025 through December 31, 2025.

### **Resolution #FS10b - 11/19/2024**

Psychological Services Contract –Karissa Ignaszewski

**WHEREAS**, the Family Services Agency does contract for psychiatric evaluations and counseling services for the Region 7E Mental Health Project, and

**WHEREAS**, such a contract has been presented to the Kanabec County Board of Commissioners for a period beginning January 1, 2025 and ending December 31, 2025, and

**WHEREAS**, this position is fully funded by the Regional Adult Mental Health Initiative Funds;

**THEREFORE BE IT RESOLVED** to approve an agreement for psychiatric services for the period beginning January 1, 2025 and ending December 31, 2025 with Karissa Ignaszewski at the rate of \$92.65 not to exceed 416 hours quarterly.

### **Resolution #FS10c - 11/19/2024**

Mille Lacs County Psychiatric Services Resolution

**WHEREAS**, Minn. Stat. §§235.461 through 235.486 and Minn. Stat. §§235.487 through 235.488 establishes the Minnesota Comprehensive Adult Mental Health Act and the Minnesota Comprehensive Children’s Mental Health Act, respectively; and

**WHEREAS**, Mille Lacs County Community and Veterans Services wishes to secure the provision of Psychiatric Services from Kanabec County Family Services, and

**WHEREAS**, Kanabec County Family Services is suitably qualified and desires to provide Psychiatric services for Mille Lacs County.

**NOW, THEREFORE BE IT RESOLVED** that the Kanabec County Human Services Board approves Kanabec County Family Services entering into an agreement for Psychiatric Services to commence January 1, 2025 through December 31, 2025 with Mille Lacs County.

### **Resolution #FS10d - 11/19/2024**

Psychiatric Services Contract Jessica Stokes– resolution

**WHEREAS**, the Family Services Agency does contract for psychiatric evaluations and counseling services for the Region 7E Mental Health Project, and

**WHEREAS**, such a contract has been presented to the Kanabec County Board of Commissioners for a period beginning January 1, 2025 and ending December 31, 2025, and

**WHEREAS**, this position is fully funded by the Regional Adult Mental Health Initiative Funds;

**THEREFORE BE IT RESOLVED** to approve an agreement for psychiatric services for the period beginning January 1, 2025 and ending December 31, 2025 with Jessica Stokes at a rate of \$88.00 per hour not to exceed 390 hours per quarter.

### **Resolution #FS10e - 11/19/2024**

Pine County Psychiatric Services Resolution

**WHEREAS**, Minn. Stat. §§235.461 through 235.486 and Minn. Stat. §§235.487 through 235.488 establishes the Minnesota Comprehensive Adult Mental Health Act and the Minnesota Comprehensive Children’s Mental Health Act, respectively; and

**WHEREAS**, Pine County health and Human Services wishes to secure the provision of Psychiatric Services from Kanabec County Family Services, and

**WHEREAS**, Kanabec County Family Services is suitably qualified and desires to provide Psychiatric services for Pine County.

**NOW, THEREFORE BE IT RESOLVED** that the Kanabec County Human Services Board approves Kanabec County Family Services entering into an agreement for Psychiatric Services to commence January 1, 2025 through December 31, 2025 with Pine County.

### **Resolution #FS10f - 11/19/2024**

Detoxification Services – Central MN Mental Health Center

**WHEREAS**, Kanabec County Family Services contracts for detoxification services, and

**WHEREAS**, Central Minnesota Mental Health Center agrees to accept appropriate referrals from Kanabec County for the purpose of providing detoxification services, and

**WHEREAS**, such an agreement has been presented to the Kanabec County Board of Commissioners, for the year 2025;

**THEREFORE BE IT RESOLVED** to approve an agreement for detoxification services for the year 2024 at a daily rate of \$1000.00 per client, with Central Minnesota Mental Health Center for the time period January 1, 2025 through December 31, 2025 and for the Human Services Director to sign such Agreement.

## **Resolution #FS10g - 11/19/2024**

Central MN Jobs and Training  
Agreement and Budget Resolution

**WHEREAS**, Kanabec County Family Services has contracted with Central Minnesota Jobs and Training (CMJTS) for employment and training services for cash and assistance clientele, and

**WHEREAS**, Central Minnesota Jobs and Training has submitted an annual budget, work plan and Agreement for 2025; and

**WHEREAS**, the Kanabec County Human Services Director is recommending approving contracting with Central Minnesota Jobs and Training in 2025 for employment and training services and approving the budget, work plan and Agreement CMJTS has submitted;

**THEREFORE BE IT RESOLVED** the Kanabec County Family Services Board approves contracting with Central Minnesota Jobs and Training for employment and training services and approves the 2025 budget, work plan and Agreement submitted.

It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to adjourn Family Services Board at 9:32am. The Family Services Board will meet again on Tuesday, November 19, 2024 at 9:20am.

Action #FS11 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to approve the payment of 129 claims totaling \$297,638.39 on Family Services Funds.

Action #FS12 – It was moved by Peter Ripka, seconded by Alison Holland and carried unanimously to adjourn Family Services Board at 9:47am. The Family Services Board will meet again on Tuesday, December 17, 2024 at 9:20am.

The Board of Commissioners reconvened.

Information Systems Director Lisa Blowers met with the Board to discuss matters concerning her department.

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

**Resolution #13 – 11/19/24**  
**Replacement Server Purchase**

**WHEREAS** the current county server hardware is due for replacement, and

**WHEREAS** the following quotes were provided for new server hardware and installation:

Morris Electronics (Hardware & Installation)	\$62,030.16
SHI (Microsoft Licensing)	up to \$20,000.00
VC3 (Hardware, Installation, & Microsoft Licensing)	\$161,604.00

**WHEREAS** the funding is within 2024 IS budget.

**THEREFORE BE IT RESOLVED** to accept the quote of \$62,060.16 by Morris Electronics for new server hardware installation, plus up to \$20,000 by SHI for Microsoft Licensing and authorize the I.S. Director to execute all documents related to this purchase.

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

**Resolution #14 – 11/19/24**  
**Migration to .gov Domain Purchase**

**WHEREAS** the Minnesota Statute § 471.3422 states by June 1, 2026, every county and each municipality that administers absentee voting must use a .gov domain for the website address used by the county or municipality, and

**WHEREAS** the following quotes were provided for migration to .gov domain:

VC3	\$11,593.73
SkyNorth	\$12,300.00



**WHEREAS** the domain name will transition to kanabecountyMN.gov, and

**WHEREAS** the funding is from ARPA dollars allocated to the project and balance from the Auditor’s election funds,

**THEREFORE BE IT RESOLVED** to accept the quote of \$11,593.73 by VC3 for migration to .gov domain and authorize the I.S. Director to execute all documents related to this purchase.

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

### **Resolution #15 – 11/19/24**

#### **Security Information and Event Management (SIEM) Tool Purchase**

**WHEREAS** the Criminal Justice Information Services (CJIS) Security Policy requires a Security Information and Event Management (SIEM) tool for compliance, and

**WHEREAS** the following quotes were provided for a Security Information and Event Management (SIEM) tool:

Carasoft	\$8,900.00
SHI	\$9,299.99

**WHEREAS** the funding is in the 2024 IS budget.

**THEREFORE BE IT RESOLVED** to accept the quote of \$8,900.00 by Carasoft for Security Information and Event Management (SIEM) tool for compliance with Criminal Justice Information Services (CJIS) Security Policy and authorize the I.S. Director to execute all documents related to this purchase.

Veteran Service Officer Erica Bliss met with the Board to discuss matters concerning her department.

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

### **Resolution #16 – 11/19/24**

#### **Approval of Rental Agreement for Space for the**

## **Veteran Medical Equipment Lending Program**

**WHEREAS**, the City of Mora, Public Utilities Commission has available space at 16 North Lake Steet, Mora, MN 55051; and

**WHEREAS**, this space has been offered to the Kanabec County Veterans Services Office to store equipment for the Veteran Medical Equipment Lending Program; and

**WHEREAS**, the rent would be \$1200 per year for this space; and

**WHEREAS**, the rent is an eligible expense of the MDVA CVSO Enhancement Grant funds FY25.

**THEREFORE BE IT RESOLVED** that the Kanabec County Board of Commissioners hereby approves entering into a rental agreement for the space offered by the City of Mora, Public Utilities Commission at 16 North Lake Street, Mora, MN 55051 to store medical equipment for the Veteran Medical Equipment Lending Program.

**BE IT FURTHER RESOLVED** that the Veterans Services Officer and the Board Chair are authorized to sign said rental agreement on behalf of Kanabec County.

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

County Sheriff Brian Smith led a discussion regarding a request for approval to enter into an agreement with Hennepin County to board Hennepin County inmates at the Kanabec County Jail Facility. The Board expressed consensus, per Sheriff Smith's recommendation, to table the agreement to board Hennepin County inmates until additional contract details were clarified with Hennepin County.

County Sheriff Brian Smith gave an overview of the Sheriff's Office the quarterly report. Information only, no action was taken.

HR Specialist Kim Christenson met with the Board to discuss job description reevaluations.

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

### **Resolution #17 – 11/19/24**

Deputy Auditor – Property & Tax Position Re-Evaluation

**WHEREAS** Kanabec County Policy P-106, Section III. calls for a reevaluation of all county job classifications if substantive changes occur in the job description, and

**WHEREAS** the Deputy Auditor – Property & Tax position is currently vacant and the job description was reviewed by the Auditor/Treasurer in collaboration with the Personnel Director, and

**WHEREAS**, substantial changes and updates were made to the Deputy Auditor-Property & Tax job description, and

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

**WHEREAS** the wage consultant examined and evaluated the job description and recommended the grade for the above job title decrease from Grade 11 to Grade 10 based on a decrease in overall points.

**THEREFORE, BE IT RESOLVED** that the County Board hereby to accepts the changes to the job description and approves the wage consultant’s recommendations for the position score.

**BE IT FURTHER RESOLVED** that the County Board accepts the ranking for the “Deputy Auditor – Property & Tax” position and change to Pay Grade 10.

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

**Resolution #18 – 11/19/24**  
Highway Accountant Position Re-Evaluation

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

**WHEREAS** the Highway Accountant position is currently vacant and the job description was reviewed by the Personnel Director, and

**WHEREAS** changes and updates that had been made to the job description in 2023 had not been submitted to the pay consultant on the regular review cycle, and

**WHEREAS** the HR Specialist submitted the updated job description and physical

analysis to the wage consultant for evaluation, and

**WHEREAS** the wage consultant examined and evaluated the job description and recommended the grade for the above job title increase from Grade 10 to Grade 11 based on a decrease in overall points.

**THEREFORE, BE IT RESOLVED** that the County Board hereby to accepts the changes to the job description and approves the wage consultant’s recommendations for the position score.

**BE IT FURTHER RESOLVED** that the County Board accepts the ranking for the Highway Accountant position and change to Pay Grade 11.

Extension Educator, 4-H Youth Development Nikki Priebe met with the Board to give an annual impact report regarding 4-H programming in Kanabec County. Information only, no action was taken.

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

Action #19 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to approve an additional check run the last week in December of 2024.

Auditor/Treasurer Denise Snyder led a discussion regarding a request to certify the final special assessment roll for County Ditch #2. The Board expressed consensus to table the certification of the final special assessment roll for County Ditch #2.

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

<u>Vendor</u>	<u>Amount</u>
A & E Cleaning Services	690.00
Advanced Correctional Healthcare	20,692.92
Amazon Capital Services	98.85
Amazon Capital Services	314.94
Amazon Capital Services	77.95
Amazon Capital Services	52.61
Amazon Capital Services	83.12
Amazon Capital Services	16.99
American DataBank	339.76

Anderson, Matt	54.00
Aspen Mills	328.00
Aspen Mills	485.36
Aspen Mills	160.91
Aspen Mills	37.00
Association of MN Counties	50.00
Autel Robotics	530.00
Barlow, Jeffery	1,215.06
Birkaker, Laura	23.45
Black, Ivan	50.00
Blowers, Lisa	51.59
Bluum	102,605.02
Bluum	28,473.23
Bob Barker	177.39
Christianson, Kelly	54.27
Clifton Larson Allen LLP	13,650.00
CORE Professional Services PA	1,050.00
Curtis, Michael	470.34
DS Solutions	856.80
DSC Communications	389.50
East Central Diesel & Equipment	322.54
East Central Regional Juvenile Center	4,957.00
East Central Solid Waste Commission	35.94
ECM Publishers	50.00
Faurie, Kirsten	150.00
FBG Service Corporation	4,829.00
FBG Service Corporation	2,543.00
FBG Service Corporation	672.00
Gertken, Adam	150.00
Glen's Tire	66.00
Glen's Tire	2,277.23
Grainger	159.18
Granite City Jobbing	788.97
Hoefert, Robert	852.24
Holcomb, Lisa	150.00
Holland, Alison	125.00
J.F. Ahern Co	454.06
J.F. Ahern Co	200.14

Johnsons Hardware	22.98
Johnsons Hardware	111.84
Kanabec County Highway Dept	2,098.93
Kanabec Publications	611.00
Kanabec Publications	246.50
Kanabec Publications	748.36
Kanabec Publications	1,374.00
Mattson Electric	364.56
Methven Funeral and Cremation Services	400.00
Milaca Chiropractic Center	95.00
Minnesota Dept of Labor & Industry	220.00
Minnesota Monitoring Inc.	916.50
Minnesota Monitoring Inc.	376.00
Morris Electronics Inc	9,555.00
Morris Electronics Inc	1,600.00
Motorola Solutions	2,115.00
Oak Gallery	45.91
Oak Gallery	16.25
Obrycki, Chaz	252.93
ODP Business Solutions, LLC	86.79
ODP Business Solutions, LLC	39.75
ODP Business Solutions, LLC	10.99
Olson, Rhonda	54.00
O'Reilly Auto Parts	10.99
Owens Auto Parts	21.78
Premium Waters, Inc.	55.40
Ramsey County	1,405.00
RELX Incc. DBA LexisNexis	238.70
Ripka, Peter	38.06
Ripka, Peter	95.14
Ripka, Peter	125.00
River Valley Forensic Services, P.A.	1,250.00
Stellar Services	580.18
Stellar Services	30.06
Summit Food Service Management	4,079.73
Summit Food Service Management	3,994.41
Summit Food Service Management	3,943.05
Tinker & Larson Inc	465.45

Van Alst, Lillian	799.98
WEX Health, Inc	453.75
<b>87 Claims Totaling:</b>	<b><u>\$ 230,810.33</u></b>

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

<u>Vendor</u>	<u>Amount</u>
A and E Cleaning Services	1,380.00
Ace Hardware	55.90
Amazon Capital Services	136.48
Auto Value Mora	3,244.64
B&F Fastener Supply	368.03
Beaudry Oil & Service, Inc	177.45
Bjorklund Companies	7,490.00
Molin/Sandra	450.00
Glen's Tire, Inc.	401.75
Charles Hippen-Koch	515.20
Hjort Excavating Inc	52,138.00
Johnsons Hardware	1,699.64
Knife River Corporation No. Central	1,049,828.42
KWIK TRIP INC	9.90
Minnesota Hoist Inspection, Inc.	1,335.00
MKJ Trucking & Snow Removal LLC	840.00
Minnesota Depart Of Labor & Industry	110.00
Morton Salt	5,039.23
North Central International	9,665.45
Olsen Chain & Cable, Inc.	2,207.31
Pomp's Tire Service, Inc	12,579.66
Rinke Noonan	979.00
RTVision,Inc	3,244.50
USIC Locating Services, LLC	216.90
Vault Health	188.97
Vestis Group, Inc.	296.50
<b>26 Claims Totaling:</b>	<b><u>\$ 1,154,597.93</u></b>

Future Agenda Items: None

Peter Ripka led a brief discussion regarding AIS funding. Information only, no action was taken.

Action #22 - It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to adjourn the meeting at 10:57am and to meet again in regular session on Thursday, December 5, 2024 at 5:00pm.

*Signed*

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

*Attest:*

\_\_\_\_\_  
Board Clerk



## Agenda Item #2 Paid Bills

<u>Vendor</u>	<u>Amount</u>	<u>Purpose</u>	<u>Dept</u>
Anne M Carlson Law Office PLLC	1,480.00	Juvenile Safety & Placement	Court Administration
Besser, Brian	500.00	Driveway Deposit Refund	Highway
Douglas, Darren	500.00	Driveway Deposit Refund	Highway
Kanabec County AT ACH_VISA	8,066.77	See Below	
Kanabec County Auditor-Treasurer	15,255.31	County Vehicle Leases & Maintenance	Various
Marco Inc	1,400.43	Printer Lease (4)	Various
McKinnis & Doom P.A.	620.00	Juvenile Safety & Placement	Court Administration
Midcontinent Communciations	1,383.72	Monthly Service	Various
Minnesota Department of Finance	4,746.50	10.24 State Fees & Surcharges	Recorder
Minnesota Energy Resources Corp	3,931.98	Gas Utilities	Various
Office of MN.IT Services	1,338.65	Monthly Service	IS
Quality Disposal	1,083.49	Solid Waste Service	Various
Card Services (Coborns)	221.67	Wellness Snacks	Employee Wellness
East Central Energy	1,665.79	Intersection Lighting	Highway
<b>14 Claims Totaling:</b>	<b>\$ 42,194.31</b>		
Kanabec County AT ACH_VISA	1,498.00	B&H Photo - Computer	Aud/Treas
	162.45	GIH Global Indust - Storage Cont	Elections
	69.99	DNH GoDaddy - Stand SSL Renewal	IS
	457.50	Inn on Lake Superior - MNCITLA Conf	IS
	1,810.38	9.00 Supplyhouse.com - Valve Acc	ARPA
	2,139.54	9.00 Supplyhouse.com - Valve Acc	ARPA
	987.48	9.00 Supplyhouse.com - Valve Acc	ARPA
	170.73	Breezy Point Resort - CHIPS Conf	Attorney
	186.20	Northland Chemical Corp - Disinf, Courthouse	Building Maintenance
	31.75	GoBilda - Micro Limit Switches, Jail	Building Maintenance

	249.95	Owersite.com - Fleet Software	Transit
	89.70	Pinmart Inc - Flag Bar Pins (30)	Sheriff
	113.10	Chewy.com - K-9 Food	Sheriff
	50.00	SQ Professional - LEAP Memb, TM	Sheriff
	50.00	SQ Professional - LEAP Memb, JS	Sheriff
<b>15 Claims Totaling:</b>	<b>\$</b>	<b><u>8,066.77</u></b>	

# Agenda Item #3

## Regular Bills - Revenue Fund

### Bills to be approved: 12/5/24

Department Name	Vendor	Amount	Purpose
ASSESSOR	IAAO	240.00	Membership, TV
		<b>240.00</b>	
BUILDINGS MAINTENANCE	Summit Fire Protection	1,458.00	Annual Inspection, Alarm - Jail
BUILDINGS MAINTENANCE	Summit Fire Protection	839.00	Annual Inspection, Alarm - Courthouse
		<b>2,297.00</b>	
COMMISSIONERS	NACO	450.00	2025 Membership Dues
COMMISSIONERS	Ripka, Peter	38.06	Mileage to November County Board Meetings
		<b>488.06</b>	
COUNTY ATTORNEY	Amazon Capital Services	61.20	Mailing Envelopes & Labels
COUNTY ATTORNEY	Booth, Jessica	16.96	Meal Reimbursement for CHIPS Conference
COUNTY ATTORNEY	Harvey, Randi Ann	174.25	Court Transcripts
COUNTY ATTORNEY	RELX Inc DBA LexisNexis	231.00	Lexis Nexis October 2024 Charges
COUNTY ATTORNEY	Stolarzyk, Jenae	203.97	Mileage & Meal for CHIPS Conference in Breezy Point 10/24
		<b>687.38</b>	
COUNTY COORDINATOR	Amazon Capital Services	9.99	Accordian File Folder
		<b>9.99</b>	
COUNTY CORONER	Hamilton Funeral Homes	860.00	Removal & Transport (2)
COUNTY CORONER	Methven Funeral and Cremation Services	400.00	Removal to Ramsey County Medical Examiner
COUNTY CORONER	Methven Funeral and Cremation Services	400.00	Removal to Ramsey County Medical Examiner

COUNTY CORONER	Ramsey County	<u>507.00</u>	Post Mortem Exam & Toxicology
		<b>2,167.00</b>	
COUNTY EXTENSION	Ernest, Jennifer	75.00	Extension Committee Per Diem 11/19/24
COUNTY EXTENSION	Holcomb, Lisa	75.00	Extension Committee Per Diem 11/19/24
COUNTY EXTENSION	Mattson, Jean	75.00	Extension Committee Per Diem 11/19/24
COUNTY EXTENSION	Paulsen, Stephanie	91.75	Extension Committee Per Diem & Mileage 11/19/24
COUNTY EXTENSION	Porter, Dan	75.00	Extension Committee Per Diem 11/19/24
COUNTY EXTENSION	Ripka, Peter	75.00	Extension Committee Per Diem 11/19/24
COUNTY EXTENSION	Schiferli, Kelsey	<u>75.00</u>	Extension Committee Per Diem 11/19/24
		<b>541.75</b>	
COUNTY RECORDER	Northstar Computer Forms, Inc.	<u>192.82</u>	Vital Records Paper
		<b>192.82</b>	
ECONOMIC DEVELOPMENT	City of Mora	275.50	EDA Consulting Services, Sept & Oct 2024
ECONOMIC DEVELOPMENT	Holcomb, Lisa	9.68	Certified and return receipt postage for NPP tax abatement letter
ECONOMIC DEVELOPMENT	Squires, Waldspurger & Mace, P.A.	<u>2,209.91</u>	Legal Services 9/1/24-9/30/24
		<b>2,495.09</b>	
ELECTIONS	Heins, Nancy	41.70	G2024 PER Judge & Mileage
ELECTIONS	Hippie, Jennie	48.40	G2024 PER Judge & Mileage
ELECTIONS	Ryan, Michael	43.04	G2024 PER Judge & Mileage
ELECTIONS	Stultz, Luke	41.03	G2024 PER Judge & Mileage
ELECTIONS	Thompson, Sandra	<u>47.06</u>	G2024 PER Judge & Mileage
		<b>221.23</b>	
EMPLOYEE WELLNESS	Amazon Capital Services	<u>349.66</u>	Assorted Snacks for Employee Wellness Snack Stations
		<b>349.66</b>	
ENVIRONMENTAL SERVICES	Kanabec Publications	45.91	Planning Commission - 11/14 Public Notice
ENVIRONMENTAL SERVICES	Quill	29.99	Rewards+ Annual Membership

ENVIRONMENTAL SERVICES	Squires, Waldspurger & Mace, P.A.	1,724.16	3Q24 Zoning Retainer
ENVIRONMENTAL SERVICES	Teicher, Drew	<u>501.45</u>	UMN Septic Design Lodging, Mileage, Meals in Rochester 11/17-11/19
		<b>2,301.51</b>	
HUMAN RESOURCES	Ratwik, Roszak & Maloney, PA	22.00	Professional Fees, October
HUMAN RESOURCES	SwipeClock LLC	<u>300.00</u>	Monthly Billing for Dec12/20/24-1/20/25 Applicant Stack
		<b>322.00</b>	
OPIOID SETTLEMENT	Kanabec County Community Health	3,000.00	Reimburse Better Together Coalition for Wilder Survey per Res#17-2/6/24
OPIOID SETTLEMENT	Kanabec County Community Health	2,500.00	Part of Funding Allocated to KCCH Better Together Coalition for Expenses per Res#17-2/6/24
OPIOID SETTLEMENT	Wellness in the Woods	<u>261.17</u>	Jail Peer Support - October 2024
		<b>5,761.17</b>	
PROBATION & JUVENILE PLACEMENT	Amazon Capital Services	18.99	Replacement Webcam for Court Hearings
PROBATION & JUVENILE PLACEMENT	RS Eden	<u>301.43</u>	Urine Samples Tested at Lab (8), 9-Panel Specimen Cups for Chemical Testing (25)
		<b>320.42</b>	
PUBLIC TRANSPORTATION	Amazon Capital Services	23.99	Disposable Plastic Cups
PUBLIC TRANSPORTATION	Barlow, Jeffery	897.13	Volunteer Mileage 11/11-11/24
PUBLIC TRANSPORTATION	Curtis, Michael	331.65	Volunteer Mileage 11/11-11/24
PUBLIC TRANSPORTATION	Hoefert, Robert	1,136.32	Volunteer Mileage 11/11-11/24
PUBLIC TRANSPORTATION	Van Alst, Lillian	<u>1,228.11</u>	Volunteer Mileage 11/11-11/24
		<b>3,617.20</b>	
SANITATION	Veolia Environmental Services	<u>8,938.60</u>	2024 HHW Collection - HHW Event 10/12/24
		<b>8,938.60</b>	
SHERIFF	Amazon Capital Services	323.98	Monitors (2)
SHERIFF	Aspen Mills	<u>9.71</u>	Freight for Previous Purchase

SHERIFF	Coleman, Russel	110.26	Uniform Reimbursement for Flashlight & Tourniquet
SHERIFF	Glen's Tire	984.38	Mount and Balance (2), New Tires, Oil Change for Squads
SHERIFF	Hohn's Auto Body & Glass	496.20	Squad Repair
SHERIFF	Hohn's Auto Body & Glass	8,137.25	Squad Repair
SHERIFF	Minnesota Sheriffs' Association	300.00	Background Investigations, TM
SHERIFF	Mora Auto Repair	1,403.29	Squad Repairs
SHERIFF	Novus Glass	325.00	Squad Windshield
SHERIFF	Oak Gallery	49.54	UPS Shipping to Alpha Training & BCA
SHERIFF	ODP Business Solutions	156.38	Desk Pads, Tape, Paper Clip, Erasables, Batteries, Memo Books
SHERIFF	O'Reilly Auto Parts	16.99	Key Fob Batteries
		<b>12,312.98</b>	
SHERIFF - 911 EMERGENCY	IAEMD	110.00	EMD Recertification, LVH, SC
		<b>110.00</b>	
SHERIFF - JAIL	Accurate Controls Inc	492.00	General Service
SHERIFF - JAIL	Adam's Pest Control	250.00	Prevention Plus
SHERIFF - JAIL	Amazon Capital Services	163.64	Toner & Blood Pressure Cuff
SHERIFF - JAIL	Amazon Capital Services	158.17	Denture Cream, Thermometer Covers, Ibuprofen, Propel Packets
SHERIFF - JAIL	Amazon Capital Services	118.80	Turtleneck Shirt (KK), Dust Mop (12)
SHERIFF - JAIL	Amazon Capital Services	242.96	Disinfectant Wipes, Tactical Pants (KK)
SHERIFF - JAIL	Bob Barker	370.80	Paper Towels (10)
SHERIFF - JAIL	Bob Barker	1,720.49	Gloves, Toiletries
SHERIFF - JAIL	Haasken Dental	252.00	Dental, CB
SHERIFF - JAIL	J.F. Ahern Co	875.00	Annual Sprinkler Inspection
SHERIFF - JAIL	Stellar Services	326.06	Canteen 11/4 & 11/11
SHERIFF - JAIL	Stellar Services	42.44	Canteen 11/18
SHERIFF - JAIL	Summit Food Service Management	3,968.19	Inmate Meals 11/2/24-11/8/24
SHERIFF - JAIL	Summit Food Service Management	3,975.90	Inmate Meals 11/9/24-11/15/24
SHERIFF - JAIL	Summit Food Service Management	3,882.94	Inmate Meals 11/16/11/22

		<u>16,839.39</u>	
SNAKE RIVER WATER MANAGEMENT BOARD	Kanabec County Environmental Services	1,900.00	Env Services/Kanabec County 2024 Contract
SNAKE RIVER WATER MANAGEMENT BOARD	Mille Lacs SWCD	182.69	Website Management: Kuhn 2023 & 2024 (4 updates total)
SNAKE RIVER WATER MANAGEMENT BOARD	Peterson Company LTD	<u>5,800.00</u>	Snake River Audit - 2024 & 2024 - Audit Pre-Payment
		<b>7,882.69</b>	
STATE FISCAL RECOVERY ARP	Amazon Capital Services	627.06	Tools for Foster Care Families - Project Code 3.80
STATE FISCAL RECOVERY ARP	Kanabec County Family Services	65.71	Reimbursement for Amazon, Tools for Foster Care Families - Project Code 3.80
STATE FISCAL RECOVERY ARP	Kanabec Publications	194.00	Printing of Marketing Materials - Project Code 3.80
STATE FISCAL RECOVERY ARP	Ratwik, Roszak & Maloney, PA	<u>374.00</u>	Personnel Policy Review - Project Code 7.10
		<b>1,260.77</b>	
<b>84 Claims Totaling:</b>		<u><u>\$ 69,356.71</u></u>	

# Agenda Item #4

## Regular Bills - Road & Bridge

### 12/5/2024

Vendor	Amount	Purpose
Amazon Capital Services	\$ 56.63	Janitorial supplies
Auto Value Mora	677.27	Repair parts / Shop supplies
B&F Fastener Supply	287.93	Shop supplies
Beaudry Oil & Service, Inc	8,492.50	Diesel purchase
Bjorklund Companies	4,414.64	Wash sand purchase
Blum Sand & Gravel	253.95	Class 5 gravel purchase
Caswell Cycle	267.96	Hard hats
Central Pension Fund	552.00	CPF Training Center use
Glen's Tire, Inc.	82.00	Tire order
Gopher State One-Call, Inc	148.50	Locates, July 2024 - October 2024
Kanabec Publications	623.83	SAP 033-605-024 bids ad
Marco Business Products	329.86	Desk phone for Mechanic
Mark Madden	400.00	2024 Uniform Allowance
Morton Salt	12,140.75	Salt purchase
North Central International	1,094.56	Repair parts
Northern Tool & Equipment	258.16	Shop supplies
Oxygen Service Company	25.00	Renewal for cylinder deposit (5-year)
Power Plan	573.30	Repair parts
Sanitary Systems	173.42	Portable restroom (Knife Lake)
Tyler Sturgul	400.00	2024 Uniform Allowance
WiarCom, Inc	675.30	Truck wireless service/tracking
<b>21 Claims Totaling:</b>	<b>\$ 31,927.56</b>	



# Agenda Item #5

December 5, 2024

## REQUEST FOR BOARD ACTION

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

**f. Board action requested:**

**Resolution #\_\_ – 12/5/24**  
SCORE CLAIMS

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

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

**WHEREAS** SCORE Funds appear adequate for the purpose;

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

Waste Management	\$713.75
Quality Disposal	\$3,564.72
Arthur Township	\$500.00
Total	\$4,778.47

**g. Background:**

Provider	Billed	Paid Amount
<b>QUALITY DISPOSAL (October)</b>	\$3,064.72	\$3,064.72
<b>WASTE MANAGEMENT (October)</b>	\$713.75	\$713.75
<b>Sub-Total</b>	<b>\$3,778.47</b>	<b>\$3,778.47</b>
<b>Recycling Center Incentive Payments:</b>		
<b>Quality Disposal (October)</b>	\$500.00	\$500.00
<b>Arthur Township (October)</b>	\$500.00	\$500.00
<b>TOTAL PAYMENTS =</b>		<b>\$4,778.47</b>

**Date received in County Coordinators Office:** Various dates in November

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

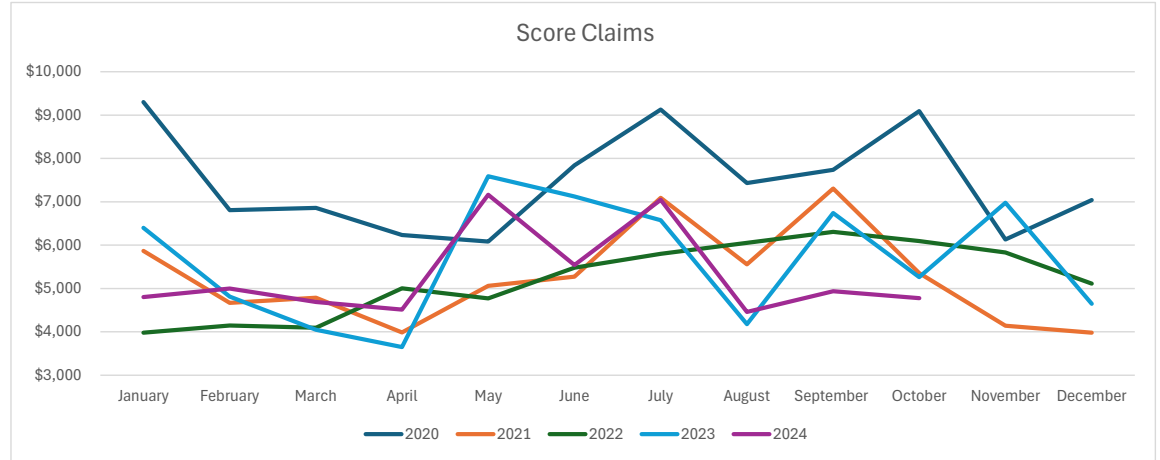
**Revenue: 01-391-392-0000-5332 =**

**Expenditure: 01-391-392-0000-6211 = \$52,931.85**

**Current SCORE Funds balance is = \$68,803.10**

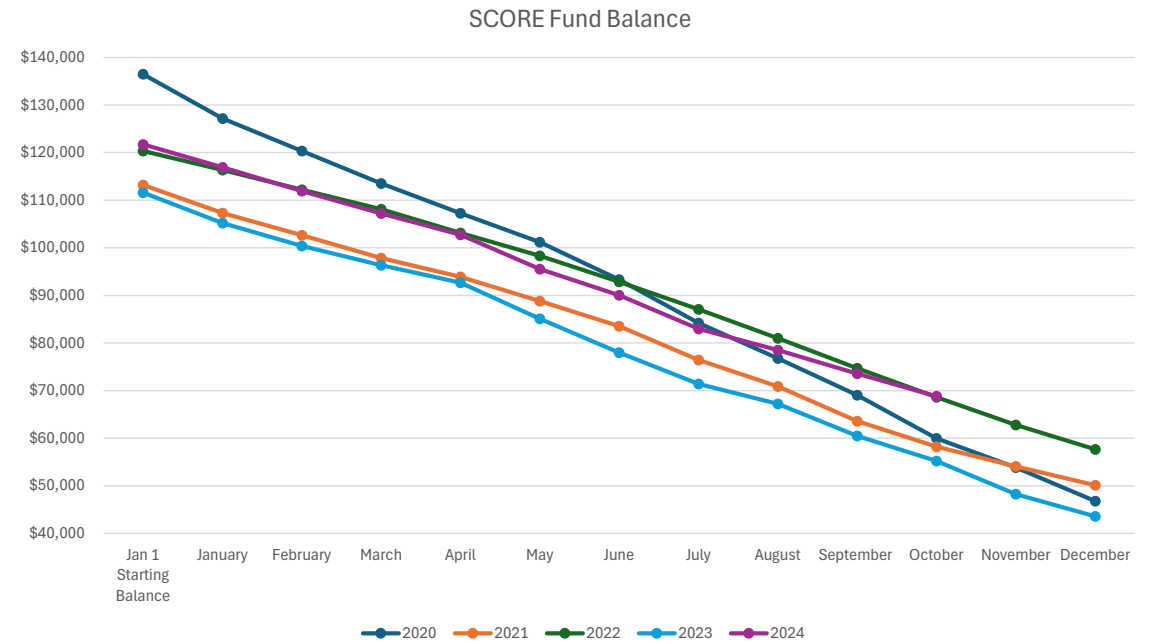
**SCORE Claims**

	2020	2021	2022	2023	2024
January	9,300.12	5,865.80	3,981.20	6,401.96	4,803.04
February	6,805.84	4,669.24	4,147.96	4,814.65	4,999.67
March	6,858.42	4,790.00	4,097.60	4,049.47	4,687.65
April	6,233.79	3,984.80	5,003.00	3,649.60	4,512.56
May	6,083.12	5,062.34	4,770.60	7,589.15	7,162.33
June	7,842.70	5,272.32	5,477.81	7,125.02	5,542.24
July	9,128.40	7,091.36	5,798.18	6,574.97	7,046.87
August	7,433.67	5,557.65	6,054.56	4,180.49	4,459.92
September	7,736.89	7,305.92	6,306.46	6,738.69	4,939.10
October	9,089.98	5,355.02	6,094.20	5,265.00	4,778.47
November	6,132.24	4,140.60	5,830.12	6,976.46	
December	7,038.75	3,981.20	5,113.82	4,645.91	



**SCORE Fund Balance**

	2020	2021	2022	2023	2024
Jan 1 Starting Balai	136,476.22	113,199.89	120,350.31	111,602.85	121,734.95
January	127,176.10	107,334.09	116,369.11	105,200.89	116,931.91
February	120,370.26	102,664.85	112,221.15	100,386.24	111,932.24
March	113,511.84	97,874.85	108,123.55	96,336.77	107,244.59
April	107,278.05	93,890.05	103,120.55	92,687.17	102,732.03
May	101,194.93	88,827.71	98,349.95	85,098.02	95,569.70
June	93,352.23	83,555.39	92,872.14	77,973.00	90,027.46
July	84,223.83	76,464.03	87,073.96	71,398.03	82,980.59
August	76,790.16	70,906.38	81,019.40	67,217.54	78,520.67
September	69,053.27	63,600.46	74,712.94	60,478.85	73,581.57
October	59,963.29	58,245.44	68,618.74	55,213.85	68,803.10
November	53,831.05	54,104.84	62,788.62	48,237.39	
December	46,792.30	50,123.64	57,674.80	43,591.48	



# Agenda Item #6

December 5, 2024

## REQUEST FOR BOARD ACTION

<b>a. Subject:</b> Request for approval of the Affordable Housing Committee's commitment amount for the Small Cities Development Program grant using Statewide Affordable Housing Aid (SAHA) funds	<b>b. Origination:</b> Affordable Housing Committee
<b>c. Estimated time:</b> 5-10 minutes	<b>d. Presenter(s):</b> Kris McNally, Coordinator

**e. Board action requested:**

**Resolution # \_\_\_-12/5/24**

**Approval of the Commitment of Leverage Funds for a Small Cities Development Grant**

**WHEREAS** Kanabec County has received Statewide Affordable Housing Aid (SAHA) funds, and

**WHEREAS** Kanabec County has formed a committee to develop recommendations for the use of said funds to maximize the benefit to the greatest number of Kanabec County property owners, and

**WHEREAS** the Kanabec County Board of Commissioners has approved partnering with Central Minnesota Housing Partnership (CMHP) for administration of the SAHA funds, and

**WHEREAS**, on October 1, 2024, the Kanabec County Board of Commissioners approved contracting with CMHP to complete the preliminary proposal and, if invited, apply for a Small Cities Development Program (SCDP) grant, and

**WHEREAS** the SCDP grant requires a commitment of leverage funds, which the SAHA funds may be used for, and

**WHEREAS** the Affordable Housing Committee, under the experienced advice of the CMHP representative, recommends committing up to \$1,000 per project for up to twenty (20) projects for the SCDP grant out of SAHA funds, and

**WHEREAS** the Affordable Housing Committee further recommends committing up to \$8,000 in grant administration expenses out of SAHA funds if deemed an eligible expense, or out of the County budget if necessary.

**THEREFORE, BE IT RESOLVED** that the Kanabec County Board of Commissioners hereby approves the commitment of up to \$20,000 in SAHA funds for project leverage funds for the Small Cities Development Program grant.

**BE IT FURTHER RESOLVED** that the Kanabec County Board of Commissioners hereby approves the commitment of up to \$8,000 in SAHA or County funds for the administration of the SCDP grant and the County's Affordable Housing Program.

**BE IT FURTHER RESOLVED** that the County Coordinator is authorized to execute all documents as needed for the SCDP grant or SAHA funds.

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**f. Background:**

On November 20<sup>th</sup>, the Affordable Housing Committee met with CMHP Representative, Dustin Switters. The Affordable Housing Committee was created to research and make recommendations to the Board of Commissioners for the most impactful use of the Statewide Affordable Housing Aid (SAHA) funds provided to the County by the Department of Revenue. The committee consists of representatives from the County Board, Family Services, Community Health, Coordinator, and Auditor/Treasurer’s Offices, as well as the EDA/City of Mora, and the cities of Quamba, Grasston, and Ogilvie (invited).

To date Kanabec County has received \$192,520 in SAHA funds and is slated to receive an additional \$40,842 in 2025. The County has committed \$48,130 to the Mora HRA for a grant match for their Mysa House II project. The cities of Quamba, Grasston and Ogilvie have agreed to participate in the Small Cities Development Program.

Mr. Switters provided an update on the work he had completed for the preliminary proposal to DEED for the Small Cities Development Grant proposal, which was due November 27, 2024. Based on the written survey responses from the cities’ property owners, the “windshield survey”, the area demographics, and the leverage funds commitment, Switters believes the likelihood of being asked for a formal grant application is very high.

If the SCDP grant is successful, the County’s intent is to run the SCDP grant for the three cities simultaneously with the County’s own housing rehabilitation program using SAHA funds. The qualifications for the County’s program are in process of development, would prioritize eligible properties outside of city limits, and must meet the criteria established by the Department of Revenue.

In January 2025, the County will receive DEED’s determination on the invitation to submit a full application for the SCDP. If invited, the full application is due in April with grant awards being announced in summer 2025.

The committee will meet again in March or April of 2025 to assist with the full application and to further develop the parameters of the County’s program.

Supporting Documents: None:  Attached:

**Date received in County Coordinators Office:**

**Coordinator’s Comments:**

The committee is awaiting a response from the Department of Revenue for clarification on whether the SAHA funds can be used for grant program administration through CMHP (a non-profit specializing in housing).