

ADDITIONS/REVISIONS/CORRECTIONS

Regular Meeting
November 2, 2021

CORRECTION

1. **Consent Agenda Item 4A: Promotion of Terry Clementson**

The agenda notes that there will be no change in pay. That is incorrect. Terry Clementson's grade and hourly rate will change from Grade 12, \$39.31 per hour to Grade 13, \$41.66 per hour.

ADDITIONS:

1. **Consent Agenda Item 4B: Highway Maintenance Supervisor Promotion**

Consider approval of the promotion of Highway Maintenance Worker Chris Matrious to Highway Maintenance Supervisor, effective November 3, 2021, Grade 11, \$29.81 per hour.

2. **Regular Agenda Item 5A: Appointment to Development Authority Study Committee**

Consider appointment of Mike Gainor, incoming Pine City Community Development Director, to the Development Authority Study Committee.



AGENDA REQUEST FORM

Date of Meeting: November 2, 2021

- County Board**
 - Consent Agenda**
 - Regular Agenda**
 - Personnel Committee**
 - Other** _____
- 5 mins. 10 mins. 15 mins. Other

Agenda Item: Hwy Maintenance Supervisor

Department: Pine County Highway

AW
Department Head signature

Background information on Item:

Approve the promotion of Chris Matrious from Highway Maintenance Worker to Highway Maintenance Supervisor, Grade 11, with a pay rate of \$29.81 effective 11-03-2021.

Action Requested:

Approve

Financial Impact:

No net increase.



AGENDA REQUEST FORM

Date of Meeting: November 2, 2021

- County Board**
 - Consent Agenda
 - Regular Agenda 5 mins. ___ 10 mins. ___ 15 mins. ___ Other ___
- Personnel Committee**
- Other** _____

Agenda Item: Consider Additional Appointment to Development Authority Study Committee

Department: Administration

Department Head signature

Background information on Item:

At the October 19th County Board meeting, the board adopted Resolution 2021-69, establishing the Development Authority Study Committee and appointing members. Since then, the City of Pine City has hired Mike Gainor as its Community Development Director and consented to his appointment to the study committee. Mike starts his job with the city on November 29, 2021.

The committee can have up to 15 members and currently has 14.

Action Requested:

Appoint Mike Gainor to the Development Authority Study Committee under Minnesota Statute 469.1082.



AGENDA
PINE COUNTY BOARD REGULAR MEETING

District 1	Commissioner Hallan
District 2	Commissioner Mohr
District 3	Commissioner Lovgren
District 4	Commissioner Waldhalm
District 5	Commissioner Ludwig

Tuesday, November 2, 2021, 10:00 a.m.
Pine County Courthouse Board Room
635 Northridge Drive NW
Pine City, Minnesota

The public is invited to join the meeting in person or remotely: by phone call 1-312-626-6799, (Meeting ID): 970 4531 6830; (password): 5911400. Click the link on the county website (www.co.pine.mn.us) for more information and to watch a live stream broadcast of the meeting.

- A) Call meeting to order
- B) Pledge of Allegiance
- C) Welcome to East Central Schools Students attending Student Government Day at Pine County.
- D) Public Forum. Members of the public are invited to speak. After being recognized by the Chair, each speaker should state his/her name and limit comments to three (3) minutes.
- E) Adopt Agenda
- F) Approve Minutes
Minutes of October 19, 2021 County Board Meeting and Summary for publication
- G) Minutes of Boards, Reports and Correspondence
Pine County Chemical Health Coalition Minutes
Pine County Land Surveyor Report – October 2021
- H) Approve Consent Items

CONSENT AGENDA

The consent agenda is voted on without any discussion. Any commissioner may request an item be removed and added to the regular agenda.

1. Septic Fix-Up Special Assessments

Consider approval of Resolution 2021-71 extending septic fix-up special assessments as follows: Ryan P. Jansen and Stacey L. Biron, PID 29.0059.001, \$22,750; John Russell and Julie Russell, PID 15.0341.000, \$14,650; Gerald F. Barton, PID 28.0731.016, \$15,500; Steven P. Farrell and Nicole R. Farrell, PID 27.0017.001, \$20,500; Hubertus R. VanderVelden and Deanna G. VanderVelden, PID 28.0522.000, \$17,500; Brian D. Coonradt and Deanna M. Coonradt, PID 06.0204.000, \$15,200; Stuart Berberich and Janessa Berberich, PID 40.0101.000, \$18,100. Authorize Board Chair and County Administrator to sign.

2. **Donations**

Consider acceptance of the following donations:

- A. \$600 donation from the Pine County Fair Board to be used toward the K-9 program.
- B. \$25 donation from David and Wendy Nelson to be used toward the Ben Neel Gun Range.

3. **Contracts / Agreements**

- A. Consider approval of two-year contract between Health & Human Services and Jennifer White to provide monthly clinical supervision to the adult mental health social workers. Hourly cost of supervision is \$125 (no change from 2021), for maximum 4 hours of supervision per month. Authorize Board Chair and County Administrator to sign.
- B. Consider approval of the FY 2022 and 2023 State of Minnesota Board of Water and Soil Resources Natural Resources Block Grant Agreement to access \$188,257 of state funding, and appoint Kelly Schroeder, Auditor-Treasurer, to serve as the county's authorized representative for the grant. Authorize Board Chair and County Administrator to sign.

4. **Personnel / Promotion**

- A. Consider approval of the promotion of Highway Maintenance Supervisor Terry Clementson to Highway Maintenance Superintendent, effective November 3, 2021, Grade 13, wage remains unchanged.

5. **New Hire**

- A. Consider approval of the hiring of Health & Human Services Case Aide Kristi Wimmer, effective November 15, 2021, Grade 5, Step 3, \$20.58 per hour.

6. **Training**

- A. Consider approval for Probation Director Terry Fawcett to attend the American Probation & Parole Association Winter Training Institute, January 30-February 2, 2022, in Atlanta, Georgia. Registration \$345, Lodging \$152 x 3 nights, Airfare \$367, Meals \$45/day, Transfers \$60. Total cost \$1,273. Funds are available in the 2022 Probation budget.

REGULAR

1. **Letter of Support – East Central Electric/Broadband**

Consider approval of letter of support to East Central Energy and authorize Board Chair to sign.

2. **2022 Budget Update**

3. **Redistricting**

Discussion and consideration on next steps for redistricting in 2022.

4. **Commissioner Updates**

Mille Lacs Band of Ojibwe meeting - cancelled
Soil & Water Conservation District meeting
Arrowhead Counties Association
Rush Line Task Force
Snake River Watershed Management Board - cancelled
Snake River Watershed Policy Committee – cancelled
Lower St. Croix Policy Committee
East Central Regional Development Commission

NLX - cancelled
Housing and Redevelopment Authority (HRA)
Extension Committee
Central Region EMS
Other

5. **Other**

6. **Upcoming Meetings (Subject to Change)—Location and/or call-in information. Contact the organization hosting the meeting for call-in information.**

- a. Student Government Day with East Central Schools, Tuesday, November 2, 2021, 9:00 a.m., Courthouse, 635 Northridge Drive NW, Pine City, Minnesota
- b. Pine County Board of Commissioners, Tuesday, November 2, 2021, 10:00 a.m., Board Room, Pine County Courthouse, Pine City, Minnesota
- c. Facilities Committee, Wednesday, November 3, 2021, 9:00 a.m., Board Room, Pine County Courthouse, Pine City, Minnesota
- d. Central MN Council on Aging / Board of Directors, Thursday, November 4, 2021, 10:00 a.m.
- e. East Central Solid Waste Commission, Monday, November 8, 2021, 9:00 a.m.
- f. Personnel Committee, Monday, November 8, 2021, 9:00 a.m.
- g. East Central Regional Library Trustees Board, Monday, November 8, 2021, 9:30 a.m.
- h. Pine County Chemical Health Coalition, Monday, November 8, 2021, 4:00 p.m.
- i. Health & Human Services Advisory Committee, Tuesday, November 9, 2021, 9:00 a.m., Board Room, Pine County Courthouse, Pine City, Minnesota
- j. Soil & Water Conservation District, Wednesday, November 10, 2021, 3:00 p.m.
- k. County/School District Meeting, Wednesday, November 10, 2021, 6:00 p.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota
- l. Lakes and Pines Community Action Council, Monday, November 15, 2021, 10:00 a.m.
- m. Blandin Broadband Community, Monday, November 15, 2021, 10:30 a.m.
- n. Pine County Board of Commissioners, Tuesday, November 16, 2021, 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota

7. **Adjourn**

**MINUTES
OF THE
PINE COUNTY BOARD MEETING
Regular Meeting**

Tuesday, October 19, 2021 - 10:00 a.m.

North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota

Chair Steve Hallan called the meeting to order at 10:00 a.m. Present were Commissioners Josh Mohr, Terry Lovgren, and J.J. Waldhalm. Also present were County Administrator David Minke and County Attorney Reese Frederickson. Due to an out-of-town commitment, Commissioner Matt Ludwig joined the meeting via interactive technology, pursuant to Minnesota Statute 13D.02. Commissioner Ludwig was seen and heard at the meeting via electronic means at the Staybridge Suites, 2350 Commerce Drive NW, Rochester, MN 55901, a location open and accessible to the public.

The public was invited to join the meeting in person or by electronic means.

The Pledge of Allegiance was said.

Chair Hallan called for public comment. Media representative Ailene Croup inquired if the Disbursements/Claims over \$2,000 noted at Consent Agenda #2 contained American Rescue Plan Act (ARPA) monies; Chair Hallan stated it does.

Chair Hallan requested the following revisions to the agenda:

Additions

1. Regular Agenda Item 4A: Set the 2022 health insurance premiums with United Health Care.
2. Regular Agenda Item 10A: Consider Resolution 2021-69 Creating a Study Committee Under MS 469.1082 to Make a Recommendation Related to the Formation of a Development Authority and Appointing Members.

Additional Information

1. Consent Agenda Item 4: Review and consider expense claim form of Commissioner Waldhalm.
2. Regular Agenda Item 8: Memorandum and Charts

Motion by Commissioner Lovgren to adopt the amended Agenda. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan: District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye. Motion carried 5-0.

Motion by Commissioner Ludwig to approve the Minutes of the October 5, 2021 County Board Meeting and Summary for publication. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan: District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence

None.

Motion by Commissioner Lovgren to approve the Consent Agenda with additions. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan: District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye. Motion carried 5-0.

CONSENT AGENDA

1. **Approve September, 2021 Cash Balance**

Fund	September 30, 2020	September 30, 2021	Increase/Decrease
General Fund	4,114,759	5,478,856	1,364,097
Health and Human Services Fund	1,516,339	2,668,365	1,152,026
Road and Bridge Fund	5,296,321	1,758,681	(3,537,640)
COVID Relief	2,678,347	2,853,674	175,327
Land Management Fund	2,018,891	2,218,255	199,363
Self Insurance	N/A	633,886	633,886
TOTAL (inc non-major funds)	21,055,391	20,365,773	(689,618)

2. **Approve September 2021 Disbursements/Claims Over \$2,000**

The following vendors with claims of \$2,000 or more, and 414 claims under \$2,000 totaling \$210,865.55, were paid during the period of September 1, 2021-September 30, 2021: 4.0 SCHOOL SERVICES OF EAST CENTRAL, 2,024.04; Aml Cleaning Service, Inc, 4,000.00; Anderson Electric, 6,759.51; Canon Financial Services, Inc, 2,107.26; CLOQUET RIVERSIDE RECYCLING, INC, 6,815.00; DSC Communications, 5,418.40; East Central Energy Of Braham, 26,735.76; East Central Solid Waste Comm, 2,685.36; KRONOS SAASHR INC, 2,518.99; MEND CORRECTIONAL CARE PLLC, 27,310.50; MINNESOTA ENERGY RESOURCES CORP, 4,967.64; MINNESOTA POWER, 2,209.03; Mn Depart Of Revenue, 138,041.36; Mn State Auditor, 2,899.00; OFFICE OF MN.IT SERVICES, 5,323.75; OWENS COMPANIES INC, 2,682.88; Pine Co Highway Department, 12,069.82; Regents Of The U Of Mn, 2,830.59; Reliance Systems, 2,000.00; Streamworks, LLC, 8,700.00; Streicher's Inc, 2,893.93; SUMMIT FOOD SERVICE MANAGEMENT LLC, 20,049.74; Verizon Wireless, 6,297.73; West Group, 2,021.97; WINDEMERE TOWNSHIP LAKES ASSOCIATION, 36,121.14; ZOOM-CARDMEMBER SERVICE, 2,599.00; Central Mn Jobs & Training Services, 112,062.02; Central Mn Mental Health Ctr, 2,500.00; DHS State Operated Services, 4,264.05; East Central Reg Juvenile Center, 8,420.42; Mille Lacs Band Family Services, 12,849.48; Nexus-Gerard Family Healing LLC, 10,115.92; Nexus-Mille Lacs Family Healing, 6,731.65; North Homes Inc, 5,578.24; Northwestern Mn Juvenile Center, 8,215.00; Northwoods Children Home, 10,057.64; Pine/County Of, 18,799.21; Pitney Bowes, 2,408.94; Rolling Hills Hospital LLC, 14,880.00; Solid Oak Financial Services, LLC, 3,270.00; Verizon Wireless, 4,563.24; Village Ranch Residential Facility, 6,065.46; Aaa Striping Service Co, 32,648.67; Cavallin Inc, 2,750.12; DOOLEYS PETROLEUM INC, 39,865.96; Emergency Automotive Technologies, Inc, 57,708.80; ERICKSON ENGINEERING CO LLC, 12,159.68; Knife River Corp, 4,453,028.04; LHB INC, 16,616.00; Mn Depart Of Transportation, 8,937.15; North Pine Aggregate Inc, 4,914.00; Nuss Truck Group Inc, 9,726.75; Pomp's Tire Service, Inc, 8,220.00; ROCON PAVING, 5,822.29; Rydberg & Sons, Inc., 43,530.25; SEH INC, 7,251.89; Widseth Smith Nolting &

Assoc Inc, 18,052.07; WSB AND ASSOCIATES, 18,052.07; MINNESOTA LAND TRUST, 9,660.13; OBEY/JAMES & WILDA, 18,160.13; JONES CONSTRUCTION SERVICES INC, 30,225.00; MPJ ENTERPRISES LLC, 15,300.00; UNITEDHEALTH GROUP, 213,772.68; BLUE CROSS & BLUE SHIELD OF MINNESOTA, 4,636.00; FURTHER, 8,415.44; MADISON NATIONAL LIFE INS CO INC, 3,542.51; MEDICAREBLUE RX, 4,897.80; Mn Life Insurance Company, 4,244.40; Department Of Finance, 12,303.50.

3. **Application for Abatement**

Approve the Application for Abatement for Northern Natural Gas, multiple parcels, payable 2018-2019 – Tax Court Ordered.

4. **Pine County Commissioners' Expense Claim Forms**

Approve Commissioners' Expense Claim Forms.

5. **Donation**

Approve acceptance of a \$100 anonymous donation to be designated to the Pine County Sheriff's Office backpack fund for the school supply drive.

6. **Assessment Agreements Between Local Units and Assessor's Office**

Approve the three-year Assessment Agreements between the Pine County Assessor's Office and the City of Rock Creek, Norman Township, Partridge Township, and Finlayson Township to allow the county assessor's office to conduct assessments in these jurisdictions. The City of Rock Creek and Finlayson township will pay \$8.50 per parcel, Norman and Partridge townships will pay \$8.00 per parcel for assessment year 2022. Authorize Board Chair and County Administrator to sign.

7. **New Hire**

Approve the hiring of the following:

- A. Adult Protection Social Worker Mary Heffner, effective October 26, 2021, \$25.37 per hour, Grade 10, Step 1.
- B. Child Protection Case Management Social Worker Nicole Vork, effective November 1, 2021, \$25.37 per hour, Grade 10, Step 1.
- C. Full-time Deputy Sheriff Andrew Collins, effective October 25, 2021, \$26.13 per hour, Grade 10, Step 1.

8. **Training**

Approve Public Health Emergency Preparedness Coordinator Krista Jensen to attend the National Healthcare Coalition Preparedness Conference, November 30-December 2, 2021 in Orlando, FL. All costs associated with attending, except for meals, will be paid for by the Central Region Healthcare Coalition. Estimated costs of meals are \$100.

REGULAR AGENDA

1. **Recognition of Retirement of Betty Kosloski**

The county board recognized the retirement of Health & Human Services Case Aide Betty Kosloski and thanked her for 42 years of service to Pine County.

2. **Recognition of Officers for Actions**

The county board recognized Deputy Sheriffs Josh Pepin, Aaron Borchardt, Troy Griffith and Conservation Officer Ben Karon for action taken in an October, 2020 incident, in the protection of the public resulting from a domestic involving a gun and motor vehicle pursuit.

3. **Personnel Committee Report**

Commissioner Mohr provided an overview of the Personnel Committee which met October 11, 2021. The Personnel Committee made the following recommendations:

A. **Health and Human Services**

- i. Acknowledge the retirement of Case Aide Betty Kosloski, effective October 29, 2021.
- ii. Acknowledge the resignation of Child Protection Worker Kristen Radzak, effective January 21, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. Immediate recruitment is to allow for sufficient training time and transfer of duties.

B. **Public Works**

- i. Acknowledge the retirement of Highway Maintenance Supervisor Todd Booker, effective October 29, 2021.
- ii. Approve the creation of a new position, Highway Maintenance Superintendent, Grade 13, approve the job description, and eliminate one of two Highway Maintenance Supervisor Grade 12 positions.
- iii. Approve the revised job description for Highway Maintenance Supervisor grade 11. The position is currently a Grade 12 and vacant.
- iv. Approve recruitment for the newly created Highway Maintenance Superintendent position, Grade 13, wage \$31.12-\$40.45 per hour, and backfill of any subsequent vacancies that may occur due to internal promotion or lateral transfer.
- v. Approve recruitment for the Highway Maintenance Supervisor Position, Grade 11, wage \$28.52- \$37.08 per hour, and back fill of any subsequent vacancies that may occur due to internal promotion or lateral transfer.

The above actions are at no net increase in staff or personnel expenses.

C. **Sheriff's Office**

- i. Acknowledge the resignation of Deputy Sheriff Colin Waddle, effective October 1, 2021, and request backfill of position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

Motion by Commissioner Mohr to approve the recommendations of the Personnel Committee. Second by Commissioner Ludwig. A Roll Call vote was called by Chair Hallan: District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye. Motion carried 5-0.

4. **Health Insurance Committee Report**

Commissioner Lovgren stated the Health Insurance Committee met October 12, 2021. The Health Insurance Committee recommended a 6% health insurance rate increase for 2022 and a change in prescription drug coverage as follows: Ventolin asthma inhaler and Copaxone will be replaced with FDA approved equivalents, and colorectal cancer screening coverage will be covered beginning at age 45 versus age 50.

Motion by Commissioner Lovgren to recommend a 6% health insurance rate increase for 2022 and set the 2022 health insurance premiums with United Health Care as follows:

Health Insurance Plan	Monthly Premium	County Cost	Employee Cost	Annual HSA/VEBA
CMM-1500/Single	\$ 884.57	\$ 864.82	\$ 19.75	\$0.00
CMM-1500/Family	\$2,211.16	\$1,798.71	\$412.45	\$0.00
VEBA/Single	\$ 952.41	\$ 814.57	\$137.84	\$1,275.00
VEBA/Family	\$2,581.63	\$1,586.21	\$995.42	\$2,550.00
HSA/Single	\$ 826.27	\$ 821.27	\$ 5.00	\$1,194.60
HSA/Family	\$2,013.47	\$1,798.71	\$214.76	\$0.00

Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan: District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye.

Motion carried 5-0.

Motion by Commissioner Lovgren to accept United Health Care’s plan change recommendations involving prescription drugs and cancer screening. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan: District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye.

Motion carried 5-0.

5. **Sandstone Library Certificate of Support**

Sandstone City Administrator Kathy George explained the City of Sandstone has filed an application for financial assistance to obtain a loan to be used as matching funds for a state library construction grant. This grant will allow the City of Sandstone to purchase the PHASE building at 106 Main Avenue North, Sandstone, and remodel it to be used as the new location for the Sandstone library. A Certificate of Support from the county does not require any county financial support, but reflects county board support of this project.

Motion by Commissioner Ludwig to approve the Certificate of Support and authorize Board Chair and County Administrator to sign. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan: District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye. Motion carried 5-0.

6. **American Rescue Plan Act (ARPA) Mini-Grant Awardees**

Health & Human Services Director Becky Foss stated approval was previously given by the county board to allocate \$20,000 of ARPA funds to be used for mental health mini-grants. Foss explained eight applications were received, with 6 recommended for board approval. All contracts are effective October 1, 2021 through July 31, 2022.

Motion by Commissioner Lovgren to approve the contracts between Health and Human Services and the following American Rescue Plan Act Mini-Grant Awardees: Wellness in the Woods/\$5,762; Linwood Group Meetings in partnership with the Region 7E Innovation Team/\$5,000; Bethlehem Lutheran Church/\$4,000; Empower Recovery Services/\$2,499.98; Changing Gaits/\$1,400; Anam Cara Therapies, PLLC/\$1,400.

Authorize Board Chair and County Administrator to sign the professional services contracts provided, and authorize the Board Chair and County Administrator to sign the pending contract with Anam Cara subject to review by the County Attorney. Second by Commissioner Ludwig. A Roll Call vote was called by Chair Hallan: District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair

Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye.
Motion carried 5-0.

7. **Purchasing from Mohr Parts and Supplies Inc.**

Resolution 2021-68 allows the county to purchase from Mohr Parts and Supplies Inc. Commissioner Mohr is the owner of Mohr Parts and Supplies Inc. in Hinckley and Pine City. Authorize Board Chair and County Administrator to sign.

Motion by Commissioner Lovgren to approve Resolution 2021-68 allowing purchasing from Mohr Parts and Supplies Inc. Second by Commissioner Waldhalm. A Roll Call vote was called by Chair Hallan: District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/abstain; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye. Motion carried 4-0, Commissioner Mohr abstained from voting.

8. **Third Quarter 2021 Budget Update**

County Administrator David Minke provided an update of the budget through September 30, 2021 by reviewing expenditure and revenue of the major funds. At the end of the third quarter revenue and expenditures are as expected.

9. **Commissioner Updates**

CANCELLED: Facilities Committee

Region 7E Broadband Conference: Commissioner Lovgren stated East Central Electric has stated their support in the expansion of broadband.

Central MN Council on Aging/Board of Directors: Meeting postponed.

East Central Regional Juvenile Center: Commissioner Ludwig stated the 2020 Joint Powers Agreement was reviewed; Chair and Vice Chair have been elected; and the 2022 per diem has increased from \$280 to \$285.

East Central Solid Waste Commission: Chair Hallan stated deer carcass will be accepted at the Mora facility.

East Central Regional Library Trustees Board: Commissioner Lovgren stated a virtual tour of all libraries took place.

Pine County Chemical Health Coalition: Commissioner Lovgren stated Ascertain will be accepting applications for women's housing, mental health mini grant applicants and vaping/chewing use at East Central Schools was discussed.

CANCELLED: Public Safety Committee

Northeast Minnesota Area Transportation Partnership: County Engineer LeBrun attends this meeting.

Association of Minnesota Counties Tribal Relations Forum: Chair Hallan stated the meeting was a good relationship-building event.

RESCHEDULED: Soil & Water Conservation District

District 1 Fall Meeting: Chair Hallan stated Carlton County is building a new jail; PILT calculation formula discussed; legislative priorities determined.

Pine County Law Library: No meeting

State Community Health Advisory Council: meeting rescheduled

MN Rural Counties Annual Business/Membership Meeting Chair Hallan unable to access due to technology difficulties.

CANCELLED: Economic Development Committee

10. **Other**

10A. Development Authority and Appointing Members

On August 17, 2021 the county board approved the establishment of a committee to study the formation of a development agency such as an EDA, or adding EDA powers to an existing HERA, or establishment a Port Authority. Resolution 2021-69 creates the study commission and appoints members as outlined in statute.

Motion by Commissioner Lovgren to approve Resolution 2021-69 Creating a Study Committee Under MS 469.1082 to Make a Recommendation Related to the Formation of a Development Authority and appoint the following to the committee: Aaron Bombard, Bradley Buys, Jon Dorau, Henry Fischer, Kathy George, Josh Mohr, Kyle Morell, Lezlie Sauter, Tim Schmutzer, Mary Kay Sloan, Peter Spartz, Dave Ubl, J.J. Waldhalm, and Don Zeman. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan: District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye. Motion carried 5-0.

11. **Upcoming Meetings**

Upcoming meetings were reviewed.

County Administrator Minke reviewed the procedure for conducting a closed meeting via electronic means.

12. **Closed Meeting – Labor Negotiations**

Motion by Commissioner Lovgren to close the meeting in accordance with Minnesota Statutes 13D.03 to consider negotiation strategies and develop, discuss and review labor negotiation proposals for negotiations with the Correction Officer/Dispatch Unit represented by AFSCME, conducted pursuant to Minnesota Statutes 179A.01 to 179A.25. Second by Commissioner Waldhalm. A Roll Call vote was called by Chair Hallan: District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye. Motion carried 5-0.

The meeting was closed at 11:15 a.m. Present were Commissioners Hallan, Mohr, Lovgren, Waldhalm and Ludwig, and County Administrator David Minke. All were present in the meeting room except for Commissioner Ludwig who joined via electronic means.

The closed session adjourned at 11:50 a.m.

The open session reconvened at 11:55 a.m.

13. **Adjourn**

With no further business, Chair Hallan adjourned the meeting at 11:55 a.m. The next regular meeting of the county board is scheduled for Tuesday, November 2, 2021 at 10:00 a.m., Board Room, Courthouse, 635 Northridge Drive NW, Pine City, Minnesota.

Stephen M. Hallan, Chair
Board of Commissioners

David J. Minke, Administrator
Clerk to County Board of Commissioners

**SUMMARY
OF
MINUTES
OF THE
PINE COUNTY BOARD MEETING
Regular Meeting**

Tuesday, October 19, 2021 - 10:00 a.m.

North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota

Chair Steve Hallan called the meeting to order at 10:00 a.m. Present were Commissioners Josh Mohr, Terry Lovgren, and J.J. Waldhalm. Also present were County Administrator David Minke and County Attorney Reese Frederickson. Due to an out-of-town commitment, Commissioner Matt Ludwig joined the meeting via interactive technology, pursuant to Minnesota Statute 13D.02. Commissioner Ludwig was seen and heard at the meeting via electronic means at the Staybridge Suites, 2350 Commerce Drive NW, Rochester, MN 55901, a location open and accessible to the public.

The public was invited to join the meeting in person or by electronic means.

The Pledge of Allegiance was said.

Chair Hallan called for public comment. Media representative Ailene Croup inquired if the Disbursements/Claims over \$2,000 noted at Consent Agenda #2 contained American Rescue Plan Act (ARPA) monies; Chair Hallan stated it does.

Motion by Commissioner Lovgren to adopt the amended Agenda. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

Motion by Commissioner Ludwig to approve the Minutes of the October 5, 2021 County Board Meeting and Summary for publication. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan.

Motion by Commissioner Lovgren to approve the Consent Agenda with additions. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

Fund	September 30, 2020	September 30, 2021	Increase/Decrease
General Fund	4,114,759	5,478,856	1,364,097
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Self Insurance	N/A	633,886	633,886
TOTAL (inc non-major funds)	21,055,391	20,365,773	(689,618)

The following vendors with claims of \$2,000 or more, and 414 claims under \$2,000 totaling \$210,865.55, were paid during the period of September 1, 2021-September 30, 2021: 4.0 SCHOOL SERVICES OF EAST CENTRAL, 2,024.04; Aml Cleaning Service, Inc, 4,000.00; Anderson Electric, 6,759.51; Canon Financial Services, Inc, 2,107.26; CLOQUET RIVERSIDE RECYCLING, INC, 6,815.00; DSC Communications, 5,418.40; East Central Energy Of Braham, 26,735.76; East Central Solid Waste Comm, 2,685.36; KRONOS SAASHR INC, 2,518.99; MEND CORRECTIONAL CARE PLLC, 27,310.50; MINNESOTA ENERGY RESOURCES CORP, 4,967.64; MINNESOTA POWER, 2,209.03; Mn Depart Of Revenue, 138,041.36; Mn State Auditor, 2,899.00; OFFICE OF MN.IT SERVICES, 5,323.75; OWENS COMPANIES INC, 2,682.88; Pine Co Highway Department, 12,069.82; Regents Of The U Of Mn, 2,830.59; Reliance Systems, 2,000.00; Streamworks, LLC, 8,700.00; Streicher's Inc, 2,893.93; SUMMIT FOOD SERVICE MANAGEMENT LLC, 20,049.74; Verizon Wireless, 6,297.73; West Group, 2,021.97; WINDEMERE TOWNSHIP LAKES ASSOCIATION, 36,121.14; ZOOM-CARDMEMBER SERVICE, 2,599.00; Central Mn Jobs & Training Services, 112,062.02; Central Mn Mental Health Ctr, 2,500.00; DHS State Operated Services, 4,264.05; East Central Reg Juvenile Center, 8,420.42; Mille Lacs Band Family Services, 12,849.48; Nexus-Gerard Family Healing LLC, 10,115.92; Nexus-Mille Lacs Family Healing, 6,731.65; North Homes Inc, 5,578.24; Northwestern Mn Juvenile Center, 8,215.00; Northwoods Children Home, 10,057.64; Pine/County Of, 18,799.21; Pitney Bowes, 2,408.94; Rolling Hills Hospital LLC, 14,880.00; Solid Oak Financial Services, LLC, 3,270.00; Verizon Wireless, 4,563.24; Village Ranch Residential Facility, 6,065.46; Aaa Striping Service Co, 32,648.67; Cavallin Inc, 2,750.12; DOOLEYS PETROLEUM INC, 39,865.96; Emergency Automotive Technologies, Inc, 57,708.80; ERICKSON ENGINEERING CO LLC, 12,159.68; Knife River Corp, 4,453,028.04; LHB INC, 16,616.00; Mn Depart Of Transportation, 8,937.15; North Pine Aggregate Inc, 4,914.00; Nuss Truck Group Inc, 9,726.75; Pomp's Tire Service, Inc, 8,220.00; ROCON PAVING, 5,822.29; Rydberg & Sons, Inc., 43,530.25; SEH INC, 7,251.89; Widseth Smith Nolting & Assoc Inc, 18,052.07; WSB AND ASSOCIATES, 18,052.07; MINNESOTA LAND TRUST, 9,660.13; OBEY/JAMES & WILDA, 18,160.13; JONES CONSTRUCTION SERVICES INC, 30,225.00; MPJ ENTERPRISES LLC, 15,300.00; UNITEDHEALTH GROUP, 213,772.68; BLUE CROSS & BLUE SHIELD OF MINNESOTA, 4,636.00; FURTHER, 8,415.44; MADISON NATIONAL LIFE INS CO INC, 3,542.51; MEDICAREBLUE RX, 4,897.80; Mn Life Insurance Company, 4,244.40; Department Of Finance, 12,303.50.

Approve the Application for Abatement for Northern Natural Gas, multiple parcels, payable 2018-2019 – Tax Court Ordered.

Approve Commissioners' Expense Claim Forms.

Approve acceptance of a \$100 anonymous donation to be designated to the Pine County Sheriff's Office backpack fund for the school supply drive.

Approve the three-year Assessment Agreements between the Pine County Assessor's Office and the City of Rock Creek, Norman Township, Partridge Township, and Finlayson Township to allow the county assessor's office to conduct assessments in these jurisdictions. The City of Rock Creek and Finlayson township will pay \$8.50 per parcel, Norman and Partridge townships will pay \$8.00 per parcel for assessment year 2022.

Approve the hiring of Adult Protection Social Worker Mary Heffner, effective October 26, 2021, \$25.37 per hour, Grade 10, Step 1; Child Protection Case Management Social Worker Nicole Vork, effective November 1, 2021, \$25.37 per hour, Grade 10, Step 1; and Full-time Deputy Sheriff Andrew Collins, effective October 25, 2021, \$26.13 per hour, Grade 10, Step 1.

Approve Public Health Emergency Preparedness Coordinator Krista Jensen to attend the National Healthcare Coalition Preparedness Conference, November 30-December 2, 2021 in Orlando, FL.

Personnel Committee Report

Commissioner Mohr provided an overview of the Personnel Committee which met October 11, 2021. The Personnel Committee made the following recommendations:

A. Health and Human Services

- i. Acknowledge the retirement of Case Aide Betty Kosloski, effective October 29, 2021.
- ii. Acknowledge the resignation of Child Protection Worker Kristen Radzak, effective January 21, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. Immediate recruitment is to allow for sufficient training time and transfer of duties.

B. Public Works

- i. Acknowledge the retirement of Highway Maintenance Supervisor Todd Booker, effective October 29, 2021.
- ii. Approve the creation of a new position, Highway Maintenance Superintendent, Grade 13, approve the job description, and eliminate one of two Highway Maintenance Supervisor Grade 12 positions.
- iii. Approve the revised job description for Highway Maintenance Supervisor grade 11. The position is currently a Grade 12 and vacant.
- iv. Approve recruitment for the newly created Highway Maintenance Superintendent position, Grade 13, wage \$31.12-\$40.45 per hour, and backfill of any subsequent vacancies that may occur due to internal promotion or lateral transfer.
- v. Approve recruitment for the Highway Maintenance Supervisor Position, Grade 11, wage \$28.52- \$37.08 per hour, and back fill of any subsequent vacancies that may occur due to internal promotion or lateral transfer.

The above actions are at no net increase in staff or personnel expenses.

C. Sheriff's Office

- i. Acknowledge the resignation of Deputy Sheriff Colin Waddle, effective October 1, 2021, and request backfill of position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

Motion by Commissioner Mohr to approve the recommendations of the Personnel Committee. Second by Commissioner Ludwig. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

Health Insurance Committee Report

Commissioner Lovgren stated the Health Insurance Committee met October 12, 2021. The Health Insurance Committee recommended a 6% health insurance rate increase for 2022 and a change in prescription drug coverage as follows: Ventolin asthma inhaler and Copaxone will be replaced with FDA approved equivalents, and colorectal cancer

screening coverage will be covered beginning at age 45 versus age 50.

Motion by Commissioner Lovgren to recommend a 6% health insurance rate increase for 2022 and set the 2022 health insurance premiums with United Health Care as follows:

Health Insurance Plan	Monthly Premium	County Cost	Employee Cost	Annual HSA/VEBA
CMM-1500/Single	\$ 884.57	\$ 864.82	\$ 19.75	\$0.00
CMM-1500/Family	\$2,211.16	\$1,798.71	\$412.45	\$0.00
VEBA/Single	\$ 952.41	\$ 814.57	\$137.84	\$1,275.00
VEBA/Family	\$2,581.63	\$1,586.21	\$995.42	\$2,550.00
HSA/Single	\$ 826.27	\$ 821.27	\$ 5.00	\$1,194.60
HSA/Family	\$2,013.47	\$1,798.71	\$214.76	\$0.00

Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

Motion by Commissioner Lovgren to accept United Health Care's plan change recommendations involving prescription drugs and cancer screening. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

Motion by Commissioner Ludwig to approve the Certificate of Support. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

Motion by Commissioner Lovgren to approve the contracts between Health and Human Services and the following American Rescue Plan Act Mini-Grant Awardees: Wellness in the Woods/\$5,762; Linwood Group Meetings in partnership with the Region 7E Innovation Team/\$5,000; Bethlehem Lutheran Church/\$4,000; Empower Recovery Services/\$2,499.98; Changing Gaits/\$1,400; Anam Cara Therapies, PLLC/\$1,400. Second by Commissioner Ludwig. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

Motion by Commissioner Lovgren to approve Resolution 2021-68 allowing purchasing from Mohr Parts and Supplies Inc. Second by Commissioner Waldhalm. A Roll Call vote was called by Chair Hallan. Motion carried 4-0, Commissioner Mohr abstained from voting.

County Administrator David Minke provided an update of the budget through September 30, 2021 by reviewing expenditure and revenue of the major funds. At the end of the third quarter revenue and expenditures are as expected.

Motion by Commissioner Lovgren to approve Resolution 2021-69 Creating a Study Committee Under MS 469.1082 to Make a Recommendation Related to the Formation of a Development Authority and appoint the following to the committee: Aaron Bombard, Bradley Buys, Jon Dorau, Henry Fischer, Kathy George, Josh Mohr, Kyle Morell, Lezlie Sauter, Tim Schmutzer, Mary Kay Sloan, Peter Spartz, Dave Ubl, J.J. Waldhalm, and Don Zeman. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

County Administrator Minke reviewed the procedure for conducting a closed meeting via electronic means.

Closed Meeting – Labor Negotiations

Motion by Commissioner Lovgren to close the meeting in accordance with Minnesota Statutes 13D.03 to consider negotiation strategies and develop, discuss and review labor negotiation proposals for negotiations with the Correction Officer/Dispatch Unit represented by AFSCME, conducted pursuant to Minnesota Statutes 179A.01 to 179A.25. Second by Commissioner Waldhalm. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

The meeting was closed at 11:15 a.m. Present were Commissioners Hallan, Mohr, Lovgren, Waldhalm and Ludwig, and County Administrator David Minke. All were present in the meeting room with the exception of Commissioner Ludwig who joined via electronic means.

The closed session adjourned at 11:50 a.m.

The open session reconvened at 11:55 a.m.

With no further business, Chair Hallan adjourned the meeting at 11:55 a.m. The next regular meeting of the county board is scheduled for Tuesday, November 2, 2021 at 10:00 a.m., Board Room, Courthouse, 635 Northridge Drive NW, Pine City, Minnesota.

Stephen M. Hallan, Chair
Board of Commissioners

David J. Minke, Administrator
Clerk to County Board of Commissioners

The full text of the board’s Minutes are available at the County Administrator’s Office and the county’s website (www.co.pine.mn.us). Copies may also be requested from the administrator’s office.

Pine County Chemical Health Coalition Minutes
October 11, 2021
Online

Coalition Mission Statement

Pine County Chemical Health Coalition: Striving to prevent the misuse and abuse of alcohol, tobacco, and other drugs

Attendance:

Reese Frederickson, *Pine Co Attorney*
Kevin Glass, *Pine Co Probation*
Stef Youngberg, *EC High School Principal*
Tim Burkhardt, *Hinckley City Council*
Terry Lovgren and Matt Ludwig, *Pine County Commissioners*
Brian Miner, *East Central Regional Prevention Coordinator*
Becky Foss, Hailey Freedlund, Jenae Hicks, Karen Jansen, *Pine Co Health & Human Services*

1. Call to Order

Meeting commenced at 4:03 pm by Reese Frederickson.

2. Addition/Changes to the Agenda, Approval

Added 3rd Quarter Financial Report. Motion to approve agenda by Matt Ludwig, seconded by Becky Foss. Motion carried.

3. Review Minutes of September 13, 2021

Terry Lovgren moved to accept 9/13/21 meeting minutes. Stef Youngberg seconded the motion and minutes were accepted.

4. Reese Frederickson - Coalition Direction for the Future, Committee

- No update, looking to next month for more work with project.

5. Carly Anderson – Ascertain Recovery Centre'

- Karen gave report from Carly. Ascertain will be accepting applications for women's housing with IOP no later than 11/01. They have 7 beds with first preference given to those struggling with substance use disorders from the local Pine County area. Applicants must be enrolled in Ascertain's Intensive Outpatient treatment program with IOP programming during the time of their residency. Employment opportunities will be given, or they must be actively seeking employment, pursuing further education, or have a plan for afterwards.

Contact Carly for more information or see the website at ascertainrecovery.org.

6. Becky Foss – Mental Health Mini-Grant

- Thanks to Reese Frederickson and Kelly Schroeder for formulating the RFP to improve community mental health for adults in Pine County. The RFP was released in early August. The county board will approve the awards and contracts at the 10/19 meeting.
- Six contracts will be awarded, totaling over \$20,000.
- Most awards focused on getting people together.
- Recognizing the connection between chemical and mental health will help to improve the path ahead for many.

7. Karen Jansen

a. Expense Approvals

- Terry Lovgren attended the virtual summer training series at the Montana Institute. *Matt Ludwig moved to accept payment of training, Becky Foss seconded, and motion passed.*
- Jenae Hicks reported that the Lion Heart Crew will be performing at East Central 10/27, Hinckley-Finlayson 10/28, and Pine City High School 10/29. The group may have an evening show on Friday, 10/29. Jenae to email details. Discussed payment of lodging for the Lion Heart Crew during their upcoming trip. After asking coalition members for their thoughts on donating lodging, most members suggested paying half. Pine County Public Health volunteered to pay the other half. *Terry Lovgren made a motion to approve payment of half of the group's lodging, motion accepted by all.*

b. 3rd Quarter Financial Report

- Received \$177.86, statutory fees from felony and misdemeanor drug convictions
- Paid \$102.49 for snacks for Pine County Fun Run and the Youth Fishing Event, postage
- Balance is \$15,386.60

8. News from the Schools –

- Stef is dealing with vaping and chewing tobacco at East Central. Group talked through what the response is from schools, what can be done, and Purchase Use Possession laws. Discussed how best to support students. Reviewed retail T21 compliance failures in the area and talked about how to divert resources to those not doing well.

9. Training/Volunteer/Event Reports from Members

- Becky had an agency update. Health and Human Services has moved from the South Pine Government Center to the Courthouse at 635 Northridge Dr NW, Suite 220, Pine City.

10. Next Meeting – Monday, November 8, 2021, 4:00 pm, online

11. Adjourned – 4:30 pm *Terry Lovgren made a motion, Tim Burkhardt seconded, and meeting was adjourned.*



PINE COUNTY PUBLIC WORKS

HIGHWAY DEPARTMENT

405 Airport Road NE
Pine City, MN 55063

Telephone 320-216-4200
Fax: 320-629-6736
1-800-450-7463 Ext. 4200

Mark A. LeBrun, P.E.
County Engineer

Pine County Land Surveyor Monthly Report

October 2021

CSAH 52 T45N R21W and R20W, search for, set, tie out and GPS, PLSS corners, ROW corners and private corners. Update records.

CR 157 T45N R21W Section 25, search for and GPS, PLSS corners, ROW corners and private corners. Update records.

CSAH 53 T39N R22W and R21W, search for, set, tie out and GPS, PLSS corners, ROW corners and private corners. Update records.

CR 122 T39N R21W, search for, set and GPS, ROW corners and private corners. Update records.

CSAH 7 Bridge T39N R22W, search for, set and GPS, ROW corners and private corners. Update records.

Provide HARN coordinate data for GIS to County Recorder as needed.

Draft and review legal descriptions for County Right of Way Dept. and County Land Dept. as needed.

Review Plats and Minor Subdivisions for County Zoning Dept. as needed.

Review and file PLSS corner certificates provided by private surveyors as needed.

Review, edit and file PLSS corner certificates created by County Surveyor as needed.

Review, edit and file Certificates of Survey created by County Surveyor as needed.

Robin T. Mathews, Pine County Surveyor

Monthly Report October 2021.doc



AGENDA REQUEST FORM

Date of Meeting: November 2nd, 2021

- County Board**
 - Consent Agenda**
 - Regular Agenda** 5 mins. ___ 10 mins. ___ 15 mins. ___ Other ___
- Personnel Committee**
- Other** _____

Agenda Item: Septic Fix-Up Special Assessments

Department: Auditor-Treasurer

Keely M. Shea

Department Head signature

Background information on Item:

Beginning in 2016, Pine County has been extending loans to homeowners to upgrade their non-compliant septic systems through a Cleanwater Partnership Loan from the Minnesota Pollution Control Agency. A new loan cycle began August 1st with \$900,000 available at 1% interest. The loans are paid by as a special assessment on the property taxes of the benefiting property over a term that is determined by the amount of the loan (1 year per \$1,000, for example \$12,000 loan is paid by over 12 years.)

Beginning in 2013, Pine County has been assisting low and moderate income homeowners to upgrade their non-compliant septic systems through funds received from the Minnesota Pollution Control Agency. This program is facilitated through a partnership with Lakes & Pines. Low income homeowners receive a no-interest, no payment loan which if they live in the home for 10 is forgiven, and moderate income homeowners receive a no-interest, 10-year special assessment.

Action Requested:

Consider authorizing the County Board Chair and County Administrator to sign Resolution 2021-71 extending a special assessment as follows:

- Ryan P. Jansen and Stacey L. Biron, PID 29.0059.001, \$22,750.000
- John Russell and Julie Russell, PID 15.0341.000, \$14,650.000
- Gerald F. Barton, PID 28.0731.016, \$15,500.00
- Steven P. Farrell and Nicole R. Farrell, PID 27.0017.001, \$20,500.00
- Hubertus R. VanderVelden and Deanna G. VanderVelden, PID 28.0522.000, \$17,500.00
- Brian D. Coonradt and Deanna M. Coonradt, PID 06.0204.000, \$15,200.000
- Stuart Berberich and Janessa Berberich, PID 40.0101.000, \$ 18,100.00

Financial Impact:

Grant funds have been utilized to install the systems.

**PINE COUNTY RESOLUTION EXTENDING
SEPTIC FIX-UP SPECIAL ASSESSMENT
RESOLUTION No. 2021-71**

WHEREAS, the Pine County Board of Commissioners recognizes the public health and environmental benefits of upgrading non-compliant septic systems in the county;

WHEREAS, Pine County has Cleanwater Partnership Loan from the Minnesota Pollution Control Agency to fix-up non-compliant septic systems;

WHEREAS, the property owners have agreed to the terms of the special assessment for their already installed compliant septic systems; and,

NOW THEREFORE BE IT RESOLVED, that the County of Pine extends a special assessment for a term of 23 years, beginning in 2022, against Pine County Parcel 29.0059.001 in the amount of \$22,750.00 with equal principal payments and 1% interest owned by Ryan P. Jansen and Stacey L. Biron.

NOW THEREFORE BE IT RESOLVED, that the County of Pine extends a special assessment for a term of 15 years, beginning in 2022, against Pine County Parcel 15.0341.000 in the amount of \$14,650.00 with equal principal payments and 1% interest owned by John Russell and Julie Russell.

NOW THEREFORE BE IT RESOLVED, that the County of Pine extends a special assessment for a term of 16 years, beginning in 2022, against Pine County Parcel 28.0731.016 in the amount of \$15,500.00 with equal principal payments and 1% interest owned by Gerald F. Barton.

NOW THEREFORE BE IT RESOLVED, that the County of Pine extends a special assessment for a term of 21 years, beginning in 2022, against Pine County Parcel 27.0017.001 in the amount of \$20,500.00 with equal principal payments and 1% interest owned by Steven P. Farrell and Nicole R. Farrell.

NOW THEREFORE BE IT RESOLVED, that the County of Pine extends a special assessment for a term of 18 years, beginning in 2022, against Pine County Parcel 28.0522.000 in the amount of \$17,500.00 with equal principal payments and 1% interest owned by Hubertus R. VanderVelden and Deanna G. VanderVelden.

NOW THEREFORE BE IT RESOLVED, that the County of Pine extends a special assessment for a term of 15 years, beginning in 2022, against Pine County Parcel 06.0204.000 in the amount of \$15,200.00 with equal principal payments and 1% interest owned by Brian D. Coonradt and Deanna M. Coonradt.

NOW THEREFORE BE IT RESOLVED, that the County of Pine extends a special assessment for a term of 18 years, beginning in 2022, against Pine County Parcel 40.0101.000 in the amount of \$18,100.00 with equal principal payments and 1% interest owned by Stuart Berberich and Janessa Berberich.

Dated this 2nd day in November, 2021.

Stephen M. Hallan, Chair
Pine County Board of Commissioners

ATTEST:

David J. Minke
County Administrator



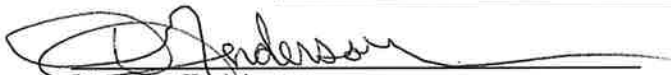
AGENDA REQUEST FORM

Date of Meeting: October 19, 2021

- County Board**
 - Consent Agenda
 - Regular Agenda
 - Personnel Committee
 - Other _____
- 5 mins. 10 mins. 15 mins. Other

Agenda Item: Donation for Pine County Sheriff's Office K9/Gun Range

Department: Pine County Sheriff's Office


 Department Head signature

Background information on Item:

The Pine County Sheriff's Office K9 Program received a donation of \$600 from the Pine County Fair Board.

The Pine County Sheriff's Office received a \$25 donation for the Ben Neel Gun Range from David and Wendy Nelson.

Action Requested:

The Pine County Sheriff's Office respectfully asks the County Board to acknowledge and accept the donations into the Pine County Sheriff's Office K9 fund and Ben Neel Gun Range fund.

Financial Impact:

This donation will help offset expenditures for the K9 program and the gun range.



AGENDA REQUEST FORM

Date of Meeting: 11/02/2021

- County Board**
 - Consent Agenda
 - Regular Agenda
- Personnel Committee
- Other _____

5 mins. 10 mins. 15 mins. Other

Agenda Item: Contract with Jennifer White

Department: HHS

Rebecca Foss

Department Head signature

Background information on Item:

HHS is required to provide monthly clinical supervision to the adult mental health social workers. This service has been provided by Jennifer White for the last several years. HHS would like to continue working with Jennifer White for these services.

The attached contract is for two calendar years (2022-2023). The hourly cost of the supervision is \$125 (no change from 2021). The contract allows for a maximum of 4 hours of clinical supervision per month. HHS typically utilizes about 3 hours of clinical supervision per month for the adult mental health social workers, meaning that the total yearly cost of services would be approximately \$4,500. The County Attorney's Office has reviewed and approved the contract.

Action Requested:

Authorize the Board Chair and County Administrator to sign the contract with Jennifer White for clinical supervision services.

Financial Impact:

The yearly cost is approximately \$4,500. HHS accounts for these expenses in its annual budget.

AGREEMENT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND JENNIFER WHITE, MA, LP, LADC
CLINICAL SUPERVISION SERVICES

The County of Pine, acting through its Health & Human Services Department, 635 Northridge Dr. NW, Suite 220, Pine City, Minnesota, 55063, hereafter referred to as the "Agency", and Jennifer N White, MA, LP, LADC, 6015 East Superior Street, Duluth MN 55804, hereafter referred to as the "Contractor", enter into this Contract effective for the period of January 1, 2022 through December 31, 2023.

WHEREAS, The Contractor is duly qualified to provide clinical supervision; and

WHEREAS, Minnesota Statutes, section 245.462 subd. 4a defines "Clinical supervision" as the "oversight responsibility for individual treatment plans and individual mental health service delivery, including that provided by the case manager. Clinical supervision must be accomplished by full or part-time employment of or contracts with mental health professionals. Clinical supervision must be documented by the mental health professional cosigning individual treatment plans and by entries in the client's record regarding supervisory activities".

WHEREAS the MHCP Provider Manual – Mental Health Services – Adult MH Targeted Case Management (AMH-TCM) states that clinical supervision ensures the appropriateness of assessment and the mental health services planned and provided, and provides case managers and case management associates with direction and guidance on provision of services to individual clients.

WHEREAS, reimbursement from Minnesota Health Care Programs (MHCP) requires that the professional be licensed at the independent clinical level or tribal-credentialed mental health professional, and be enrollable in the MHCP provider system as a licensed mental health professional. Clinical supervision must be accomplished by full or part-time employment of or contracts with licensed mental health professionals.

WHEREAS, all case managers and CMAs, other than licensed mental health professionals, must receive ongoing clinical supervision at least monthly...one-to-one with the case manager or CMA; and involve some clinical supervision in small groups... can be completed via video conferencing.

WHEREAS, The Agency, pursuant to Minnesota Statutes, section 373.01, and 256M.60 wishes to purchase such program services from the Contractor; and

NOW THEREFORE, in consideration of the mutual understandings, and agreements set forth, the Agency and Contractor agree as follows:

PINE COUNTY HEALTH & HUMAN SERVICES
& JENNIFER N WHITE, MA, LP, LADC
2022 - 2023

1. Contractor's Duties:

Pine County Health and Human Services and Jennifer White, MA, LP, LADC enter into a service agreement for the provision of monthly Clinical Supervision of Pine County Adult Mental Health Social Workers to provide clinical oversight of the delivery of mental health case management services, as required by MHCP standards and Minnesota Statute requirements. The clinical supervisor will review and determine the clinical appropriateness of the supervisee's "individual service delivery," as defined by MHCP standards, with respect to the client's identified mental health condition.

2. Cost and Delivery of Purchased Services:

Rates for services are \$125.00 per hour for a maximum of four hours per month beginning January 1, 2022 and continuing through December 31, 2023. Any additionally required services or times must be pre-approved by a Health and Human Services Social Service Supervisor.

All parties reserve the right to give a 30-day notice of termination of this agreement. This is a cash basis fee-for-service agreement, which indicates that payment shall be for services provided during the contract period, and all payments for services shall be invoiced and disbursed during that period. Monthly invoices should be sent within 30 days of service to the attention of Barb Schmidt, Social Services Supervisor at 635 Northridge Dr. NW, Suite 220, Pine City, MN 55063.

Signature will indicate understanding and agreement with the frequency and time allocations indicated for services and cash basis invoicing.

3. Payment for Purchased Services:

a. Certification of expenditures:

The Contractor shall, within 30 days following the last day of each calendar month, submit a standard invoice for social services purchased, to Pine County Health & Human Services. Bills that do not meet internal county deadlines will be paid later. The Invoice shall show an itemized account of services provided.

b. Payment:

The Agency shall, within thirty (30) days of the date of receipt of the Invoice, make payment to the Contractor for all reimbursement-eligible clients identified on the invoice.

PINE COUNTY HEALTH & HUMAN SERVICES
& JENNIFER N WHITE, MA, LP, LADC
2022 - 2023

4. Audit and Record Disclosure:

The Contractor shall:

- a. Maintain records, using generally accepted accounting principles that reflect all revenue received and all direct and indirect costs incurred in performing this Contract. Maintain records about Purchased Services provided, service dates, and other information that is required by the Agency. Maintain any other records requested by the Agency or a Referring County.
- b. Upon request, Contractor agrees to give the Agency a report containing the following information:
 1. All revenue received.
 2. All direct and indirect costs incurred in performing Purchased Services.
- c. Allow personnel of the Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services and copy such materials as necessary.
- d. Maintain all records pertaining to the contract at 6015 East Superior Street, Duluth MN 55804 intended for file maintenance and storage for three (3) years for audit purposes.
- e. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual, and the administrative rules of the State Agency.

5. Safeguard of Client Information:

The use of disclosure by any party of information regarding an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota, Chapter 13, or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited. The Contractor is the responsible authority to ensure that the provider is in compliance with the Data Practices Act, Minnesota Statutes, section 13.46, Subd. 10 (a) (4).

All data collected, created, received, maintained, or disseminated for any purposes in the course of the Contractor's performance of this Agreement is governed by the MN Government Data Practices Act, Minnesota Statutes, section 13.01 et. seq., or any other

PINE COUNTY HEALTH & HUMAN SERVICES
& JENNIFER N WHITE, MA, LP, LADC
2022 - 2023

applicable State statutes, any State rules adopted to implement the Act, as well as Federal regulations on Data Privacy, including the Health Insurance Portability and Accountability Act (HIPAA). The Contractor agrees to abide strictly by these statutes, rules, and regulations.

6. Compliance with Other Regulations:

The Contractor further agrees to comply with the following:

- a. Minnesota Statutes 604.202 (Liability of Employer).
- b. The Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504. Title VI of the Civil Rights Act of 1964 (Title VI) requires service providers who receive federal funds to take reasonable steps to provide meaningful access to services for people with Limited English Proficiency (LEP). Most county and state funded services must meet LEP requirements. The requirements apply to health care and social service agencies, such as physicians, hospitals, nursing homes, home health agencies, managed care organizations, universities, and private non-profit agencies.
- c. (When applicable) the Contractor certifies that he has received a certificate of compliance from the Commissioner of Human Services pursuant to Minnesota Statutes, section 363A.36 (2014). This section shall not apply if the grant is for less than \$100,000 and the Contractor has employed forty or less full-time employees during the previous 12 months.

7. Fair Hearing and Grievance Procedures:

The Agency agrees to provide for a fair hearing and grievance procedure conformance with Minnesota Statutes, section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the Department of Human Services.

8. Indemnity and Insurance

a. Indemnity:

The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor.

- (1) By reason of any service client's suffering personal injury, death or property loss or damages either while participating in or receiving from the Contractor the

PINE COUNTY HEALTH & HUMAN SERVICES
& JENNIFER N WHITE, MA, LP, LADC
2022 - 2023

care and services to be furnished by the Contractor under this agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns: or

(2) By reason of any service client's causing injury to, or damage to, the property of another person during any time when the Contractor or his assigns, or employee thereof has undertaken or is furnishing the care and service called for under this agreement.

b. Insurance:

Contractor will furnish an original Certificate of Insurance as evidence of required coverage to the Agency. Insurance should include professional liability coverage acceptable to the Agency.

9 Conditions of the Parties' Obligations

- a. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
- b. This agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice, in writing, delivered by mail or in person.
- c. Before the termination date specified in Section I of this agreement the Agency may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
- d. Any alterations, variations, modifications, or waivers of provisions of this agreement, shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- e. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the agreement.

10. Subcontracting:

The Contractor shall not enter into subcontracts for any of the goods and services Contemplated under this agreement without written approval of the Agency. All

PINE COUNTY HEALTH & HUMAN SERVICES
& JENNIFER N WHITE, MA, LP, LADC
2022 - 2023

subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

11. Miscellaneous:

a. Entire Agreement:

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.

b. Monitoring:

It is understood that the Agency reserves the right to monitor the Contractor's performance under this contract by observation or direct service provision to client and/or survey of agencies or individuals purchasing or receiving services.

c. Relationship:

The relationship between the Agency and the Contractor is contractual only. At no time is the Contractor, its employees or agents to be considered employees of the Agency. The Contractor is considered an independent contractor.

PINE COUNTY HEALTH & HUMAN SERVICES
& JENNIFER N WHITE, MA, LP, LADC
2022 - 2023

APPROVED AS TO FORM AND EXECUTION:

Pine County Attorney

Date

Chair, Pine County Board of Commissioners

Date

David J Minke
County Administrator

Date

Jennifer N White, MA, LP, LADC

Date



AGENDA REQUEST FORM

Date of Meeting: _____ **November 2, 2021** _____

- County Board**
 - Consent Agenda**
 - Regular Agenda** 5 mins. __ 10 mins. __ 15 mins. __ Other __
- Personnel Committee**
- Other** _____

Agenda Item: _____ **FY22-23 MN Natural Resources Block Grant Agreement** _____

Department: _____ **Planning & Zoning** _____

Caleb Anderson
 Department Head signature

Background information on Item:

Each biennium the Minnesota Board of Water and Soil Resources (BWSR) grants funding to counties for local shoreland zoning programs, water management and planning, administration of the Wetland Conservation Act, administration of septic system regulatory programs, and septic system upgrades for low-income households. Pine County administers these programs through their Planning and Zoning Department, with the exception of the Local Water Management Planning dollars and a portion of the Wetland Conservation Act program, which are delegated to the Pine Soil and Water Conservation District.

Action Requested:

Consider authorizing County Board Chair to sign the FY 2022 and 2023 State of Minnesota Board of Water and Soil Resources Natural Resources Block Grant Agreement and appoint the County Auditor-Treasurer to serve as the County’s Authorized Representative for the grant.

Financial Impact:

This funding is critical for balancing the Planning and Zoning Department budget.

This grant is for the following Grant Programs:		
P22-6684	2022 - Shoreland-NRBG	\$5,899
P23-6769	2023 - Shoreland-NRBG (Pine County)	\$5,899
P22-6337	2022 - Local Water Management - NRBG	\$13,855
P22-6855	2022 - Septic Treatment Systems - NRBG	\$18,600
P22-6914	2022 - Septic Treatment Systems Upgrade - NRBG	\$35,447
P23-6424	2023 - Local Water Management - NRBG	\$13,855
P22-6969	2022 - BWSR Septic Treatment Systems	\$25,450
P22-6511	2022 - Wetland Conservation Act - NRBG	\$34,626
P23-6598	2023 - Wetland Conservation Act - NRBG	\$34,626

Total Grant Award: \$188,257

If you are not the one processing this grant, please forward these instructions to the correct person.

For all grants: Return your signed grant agreement to BWSR via email to: BWSR.grants@state.mn.us

IMPORTANT:

- Returning your grant agreement to another contact within our agency may result in delays in grant agreement execution.
- Remember to complete the Authorized Representative field, using the title (not the name) of the individual designated as the point of contact for this particular grant.
- To prevent any delays in execution please return this grant agreement before **May 1, 2022**

It is not necessary to return this page to BWSR.

**FY 2022 and 2023 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
NATURAL RESOURCES BLOCK GRANT AGREEMENT**

Vendor:	0000197310
PO#:	3000014047

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Pine County, 635 Northridge Drive NW Pine City Minnesota 55063** (Grantee).

<i>This grant is for the following Grant Programs :</i>		
P22-6684	2022 - Shoreland-NRBG (Pine County)	\$5,899
P23-6769	2023 - Shoreland-NRBG (Pine County)	\$5,899
P22-6337	2022 - Local Water Management - NRBG (Pine County)	\$13,855
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P22-6969	2022 - BWSR Septic Treatment Systems (Pine County)	\$25,450
P22-6511	2022 - Wetland Conservation Act - NRBG (Pine County)	\$34,626
P23-6598	2023 - Wetland Conservation Act - NRBG (Pine County)	\$34,626

Total Grant Awarded: \$188,257

Recitals

1. This Grant Agreement is for the FY 2022 and 2023 Department of Natural Resources (DNR) Shoreland, Local Water Management (LWM), Wetland Conservation Act (WCA), Subsurface Sewage Treatment System (SSTS) and FY 2022 Minnesota Pollution Control Agency (MPCA) Subsurface Sewage Treatment System (SSTS) Program Grants.
2. The Laws of Minnesota 2021, 1st Special Session, Chapter 6, Section 4(a), appropriated funds to the Board for the FY 2022 & 2023 DNR Shoreland, LWM, WCA, and SSTS.
3. The MPCA transferred to BWSR funds for their Fiscal Year 2022 SSTS Grant Programs to be allocated with this Grant Agreement.
4. Minnesota Statutes § 103B.101, Subd. 9(1), and § 103B.3369, Subd. 5 authorize the Board to award grants.
5. The Board adopted Board Order #21-36 to authorize and allocate funds for the FY 2022 and 2023 Natural Resources Block Grant (NRBG).
6. The Grantee has met the criteria established by statute, the Board, the DNR, and the MPCA, and is eligible to receive NRBG grant funds.
7. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
8. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State’s Authorized Representative is Marcey Westrick, BWSR Central Region Manager, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-284-4153, or her successor, and has the responsibility to monitor the Grantee’s performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee’s Authorized Representative is:

**Pine County Auditor/Treasurer
635 Northridge Dr, NW, Ste 240
Pine City, MN 55063
320-591-1670**

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantees must immediately notify the Board.

Grant Agreement

1. Terms of the Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
- 1.2. **Expiration date:** **December 31, 2024**, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 17. Intellectual Property Rights.

2. Grantee's Duties.

- 2.1. The Grantee is responsible for the specific duties for the NRBG, as follows:
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board. All individual grants over \$500,000 will also require a reporting expenditure by June 30 of each year.
 - 2.2.2. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2024. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.3. A late or incomplete annual progress or final report will result in withholding of any future NRBG allocations.
- 2.3. **Compliance:** The Grantee will comply with Minnesota Statutes Section 103B.3361 through 103B.3369 (LWP), Minnesota Rules Chapter 8420 (WCA); Minnesota Statutes Section 103F.201 and Minnesota Rules Chapter 6120 (Shoreland) and have a DNR approved shoreland ordinance; Minnesota Rules Chapter 7082.0040 through 7082.0700 (SSTS); and amendments thereto, for Local Water Management, Wetland Conservation Act, Shoreland Management, and Subsurface Sewage Treatment Systems.
- 2.4. **Wetland Conservation Act Funds Transfer:** As required by the Board, the Grantees' participation in the NRBG is conditioned upon a transfer of funds to the Soil and Water Conservation District (SWCD) for Wetland Conservation Act activities, or such greater amount as agreed upon by the county and SWCD. This transfer must occur within 120 days of receipt of NRBG funds by the Grantee. This amount is listed on the BWSR website.

3. Time.

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. Terms of Payment.

- 4.1. All FY 2022 Grant funds will be distributed in one installment promptly after the execution of the Grant Agreement. FY 2023 grant funds will be distributed as soon as is practicable after the start of fiscal year 2023. FY 2023 grant funds may not be spent before they are received.
- 4.2. Any grant funds remaining unspent after the end of the expiration date stated above will be returned to the Board within one month of that date.
- 4.3. The Board must consult with the State agency responsible for administering the grant program before granting an amendment to the Grant Agreement, or a component thereof.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.5. This grant is an advance payment. Advance payment allows the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. Conditions of Payment.

- 5.1. All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement and in the Board approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the Board to be unsatisfactory or performed in violation of federal, State, or local law.
- 5.2. Minn. Stat. §103C.401 (2018) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by BWSR to be unsatisfactory or performed in violation of federal, State, or

local law, BWSR has the authority to require the repayment of grant funds or withhold payment on grants from other programs.

5.3. For the LWM, WCA and DNR Shoreland Programs, Grantees have the flexibility of determining the amount of grant funds to expend on each of these three Programs locally. This is to provide needed spending flexibility for yearly fluctuations in workload and program activity in counties and SWCDs.

6. Assignment, Amendments, and Waiver

6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

6.2. **Amendments.** Any amendments to this Grant Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.

6.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

7. Liability.

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

8. State Audits.

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to reconciliation. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. Government Data Practices.

The Grantee and Board must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the Board under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10. Workers' Compensation.

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

11. Publicity and Endorsement.

11.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Agreement.

11.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.

12. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination.

13.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2. The Board may immediately terminate this Grant Agreement if the State finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14. Data Disclosure.

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

15. Prevailing Wage.

It is the responsibility of the Grantee or contractor to pay prevailing wage for projects that include construction work of \$25,000 or more; prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at a rate not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

16. Municipal Contracting Law.

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

17. Intellectual Property Rights.

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

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

Approved:

Pine County

Board of Water and Soil Resources

By: _____
(print)

By: _____

(signature)

Title: Board Chair

Title: _____

Date: November 2, 2021

Date: _____

ATTEST:

David J. Minke, County Administrator



AGENDA REQUEST FORM

Date of Meeting: November 2, 2021

- County Board**
 Consent Agenda
 Regular Agenda 5 mins 10 mins 15 mins Other
- Personnel Committee**
- Other** _____

Agenda Item: Hwy Maintenance Superintendent

Department: Pine County Highway


Department Head signature

Background information on Item:

Approve the promotion of Terry Clementson from Highway Maintenance Supervisor to Highway Maintenance Superintendent, Grade 13 effective 11-03-2021.

Action Requested:

Approve

Financial Impact:

No net increase.



AGENDA REQUEST FORM

Date of Meeting: 11/02/2021

- County Board**
 - Consent Agenda
 - Regular Agenda
- Personnel Committee
- Other _____

5 mins. 10 mins. 15 mins. Other

Agenda Item: Approve New Hire

Department: HHS

Rebecca Foss

Department Head signature

Background information on Item:

Interviews were recently held for a case aide position that was vacant due to an internal promotion. The position was offered to and accepted by Kristi Wimmer, effective November 15, 2021 (Grade 5, Step 3, \$20.58/hour). The hiring is contingent on board approval and an acceptable background check.

Action Requested:

Approve of hiring Kristi Wimmer to the case aide position effective November 15, 2021 (Grade 5, Step 3- \$20.58/hour).

Financial Impact:

The position is in the HHS budget for 2021 and 2022.



AGENDA REQUEST FORM

Date of Meeting: November 2nd, 2021

- County Board**
 - Consent Agenda
 - Regular Agenda
- Personnel Committee
- Other _____

5 mins. 10 mins. 15 mins. Other

Agenda Item: Request for Overnight Training

Department: Probation

Department Head signature

Background information on Item:

The American Probation & Parole Association will hold its annual Winter Training Institute in Atlanta, Georgia January 30th-February 2nd, 2022. Probation Director Terry Fawcett serves as the Area Representative for the state of Minnesota for APPA.

Action Requested:

Consider approval for Probation Director Terry Fawcett to attend the APPA Winter Institute in Atlanta, Georgia January 30th-February 2nd, 2022.

Financial Impact:

Registration \$345
Hotel \$152 x 3 nights
Air \$367
Meals (1 per day)..\$45
Transfers \$60

Total= \$1,273.00

Probation has allocated funding for this in the department budget and are within budget for these expenditures.



AGENDA REQUEST FORM

Date of Meeting: November 2, 2021

- County Board**
 - Consent Agenda**
 - Regular Agenda** 5 mins. ___ 10 mins. ___ 15 mins. ___ Other ___
- Personnel Committee**
- Other** _____

Agenda Item: Broadband Letter of Support for East Central Energy

Department: Administration

Department Head signature

Background information on Item:

In 2019, East Central Energy (ECE) conducted a feasibility study to research what it would take for ECE to get into the broadband internet business. However, after reviewing results of the study, ECE decided there was too much financial risk.

Given the recent increase in potential broadband funding, ECE has initiated an update to the 2019 feasibility study. As part of its review, ECE invited stakeholders from its service territory to a meeting on October 25th. Representatives from Pine, Isanti, Chisago, Kanabec, Benton, and Mille Lacs Counties attended.

At the meeting, Justin Jahnz, President/CEO of ECE, shared that he believes that there may be potential to serve his members with high-speed internet, but that they are at the initial stages and a critical factor will be funding availability. The ECE Board of Directors is scheduled to discuss broadband at its November 19th meeting.

Attached is a letter of support for ECE to encourage it to proceed with studying broadband. If the ECE board agrees, the next step would be to commission a more detailed engineering study. The letter of support does not commit the county to any specific action, but supports the need for expanded and improve broadband.

ECE is a member-owned electric cooperative formed in 1936. ECE currently serves over 62,000 sites with 8,400 miles of line. The ECE service area extends from northwestern Wisconsin on the east to the Mississippi River on the west and includes parts of Douglas, Washburn and Burnett counties in Wisconsin and parts of Aitkin, Carlton, Morrison, Mille Lacs, Sherburne, Kanabec, Isanti, Pine, Chisago, Washington, and Benton counties in Minnesota.

Action Requested:

Consider the attached letter of support.



PINE COUNTY

Administrator's Office

635 Northridge Drive NW
Suite 200
Pine City, MN 55063
1-800-450-7463 Ext. 1620
Fax: 320-591-1628

Commissioners

Steve Hallan – Dist. 1
Josh Mohr – Dist. 2
Terry Lovgren – Dist. 3
J.J. Waldhalm – Dist. 4
Matt Ludwig – Dist. 5

County Administrator

David J. Minke

November 2, 2021

East Central Energy
ATTN: ECE Board of Directors
412 Main Avenue North
Braham, MN. 55006

RE: Broadband

Pine County currently ranks at the bottom of counties in Minnesota for broadband service. The Pine County Board of Commissioners has made broadband access and affordability a top priority. The pandemic has shown us all how important highspeed, reliable internet access is to work, school, commerce, and to participate in government.

On October 25, 2021 Commissioner Terry Lovgren and I, along with county leaders from the region, met with East Central Energy staff to discuss potential broadband opportunities to serve residents of Pine County and the region. At the meeting we highlighted some of the broadband projects we are working on.

One thing we have learned in our broadband journey is the importance of partnerships. At our regular meeting on November 2nd, the Pine County Board voted to support this letter and formally express its support for East Central Energy to continue to explore broadband as a potential line of business.

We look forward to the opportunity to have further discussions on this project.

Sincerely,

Stephen M. Hallan, Chair
Pine County Board of Commissioners



AGENDA REQUEST FORM

Date of Meeting: November 2, 2021

- County Board**
 - Consent Agenda
 - Regular Agenda 5 mins. ___ 10 mins. ___ 15 mins. ___ Other ___
- Personnel Committee**
- Other** _____

Agenda Item: 2022 Budget Update

Department: Auditor-Treasurer



 Department Head signature

Background information on Item:

At the September 21, 2021 the County Board approved a preliminary 2022 levy of \$20,652,675 or a 3.6% increase from 2021. This levy was based on a budget of \$50,640,429. The County Board must certify their final 2022 levy on or before 5 working days after December 20th. The final levy cannot be any higher than the preliminary but could be the same or less.

Action Requested:

Review & discuss the 2022 budget & levy

Financial Impact:

N/A



AGENDA REQUEST FORM

Date of Meeting: November 2, 2021

- County Board**
 - Consent Agenda
 - Regular Agenda 5 mins. ___ 10 mins. ___ 15 mins. ___ Other ___
- Personnel Committee**
- Other** _____

Agenda Item: 2022 Redistricting

Department: Auditor-Treasurer

Kelly M. Shea
Department Head signature

Background information on Item:

Redistricting (the process of redrawing the boundaries of election districts), is a process following each census. The County Board has the role to redistrict the County Commissioners' districts, if required or if the board chooses to do so. The attached presentation will discuss if the County does need to redistrict and if so, what the process is.

Action Requested:

Consider the next steps for redistricting in 2022.

Financial Impact:

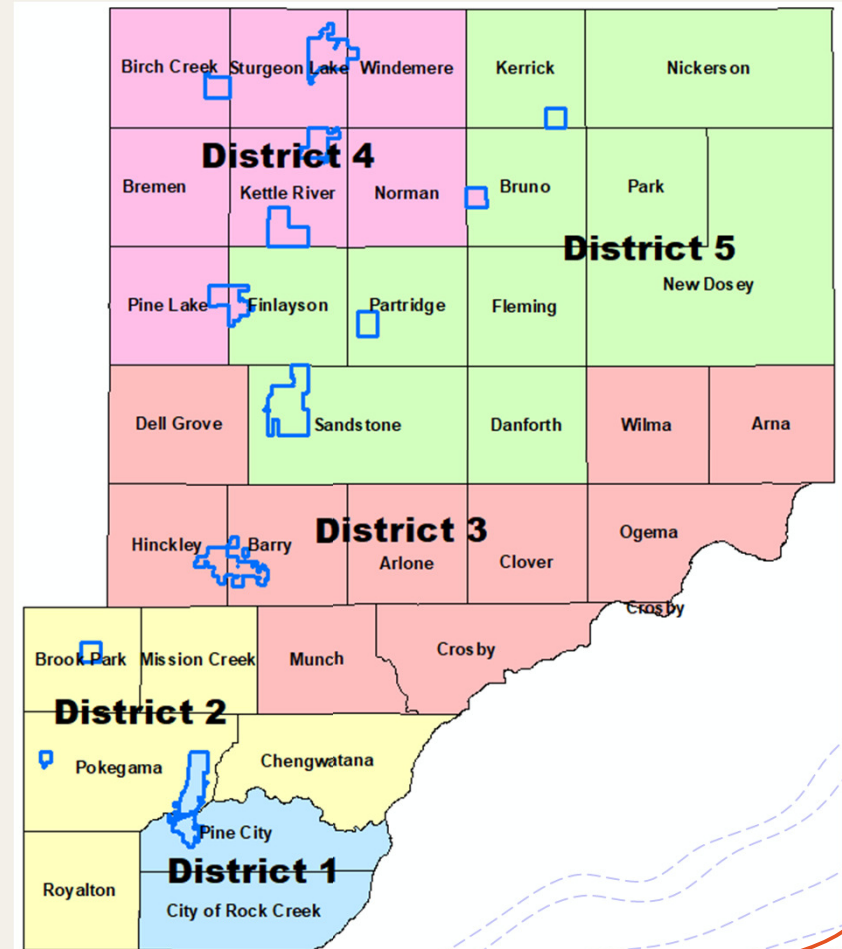
N/A

Redistricting 2022

Kelly Schroeder

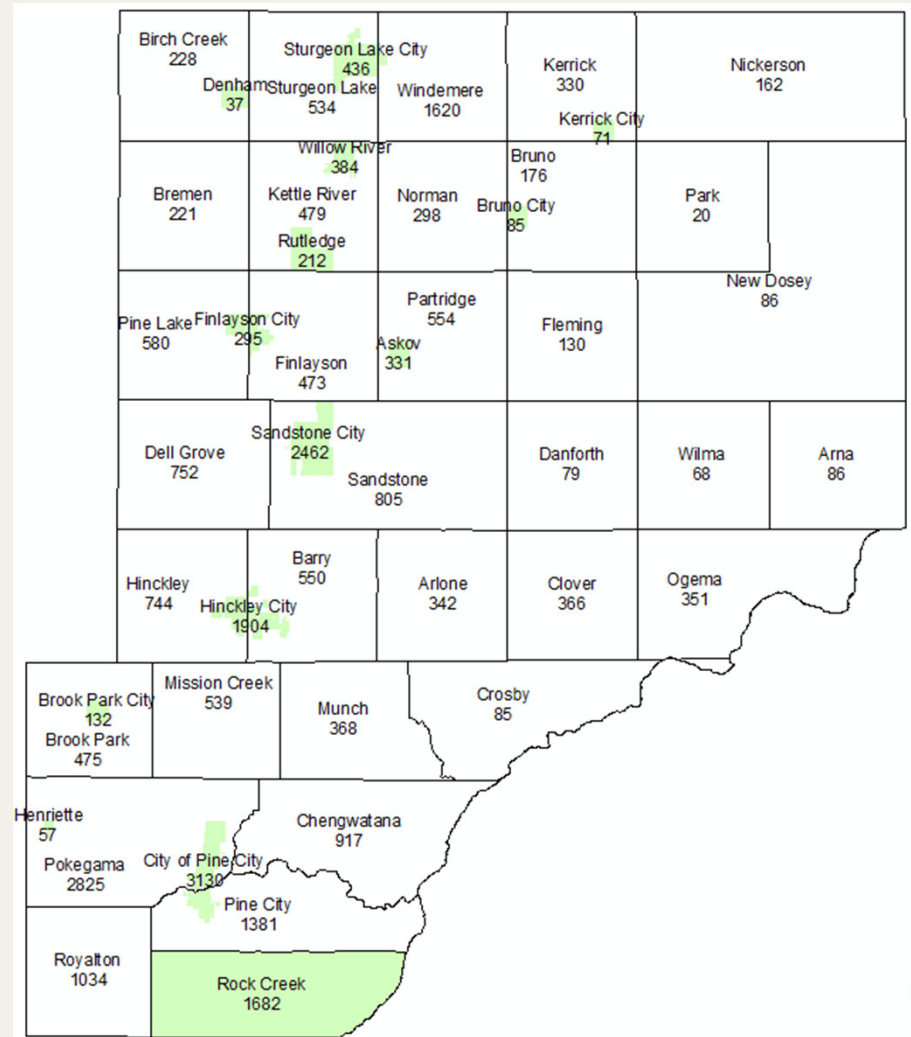
Pine County Auditor-Treasurer

November 2, 2021



What is redistricting?

- + Redraws boundaries
- + “Regular, Compact and Contiguous”
- + Equal representation
- + Decennial Census



Who redistricts

State

- Federal Congressional districts
- State Legislative districts

County

- Commissioner Districts
- SWCD (N/A for Pine, since our seats are elected at large)

Cities, Townships, Schools

- Precincts or Wards

Timeframe

+ February 15, 2022

+ State

+ March 29, 2022

+ Cities/Townships

+ April 26, 2022 (or 80 days after the state)

+ Counties

+ Schools



When is redistricting required?

+ 5 criteria, of which 3 apply to Pine County Commissioner Districts:

1.) District varies in population more than 10% from average of all districts in the County

2.) Majority of the least populous districts contain less than a majority of the population

3.) Districts are not as equal in population as possible

Where are we?

District	2020 Population	Inc/Dec from 2010
1	6,193	+48
2	5,979	-281
3	5,616	+36
4	5,409	-153
5	6,203	-524
TOTAL	28,876	-874



Do we need to redistrict?

- +Criteria 1: District varies in population more than 10% from average of all districts in the County

Average District Population: $28,876 / 5 = 5,775$
10% of 5,775 is **577**

If any district is +/- 577 then would be required to redistrict

District	2020 Population	Difference from 5,775
1	6,193	+418
2	5,979	+204
3	5,616	-159
4	5,409	-366
5	6,203	-96

No District difference +/- 577; do not need to redistrict under this criteria

Do we need to redistrict?

Criteria 2: Majority of the least populous districts contain less than a majority of the population

Majority Population: $28,876 / 2 = 14,438 + 1 = 14,439$

The 3 smallest districts must add up to a number greater than this

District	2020 Population
1	6,193
2	5,979
3	5,616
4	5,409
5	6,203

Total: 17,004 which is over 14,439; do not need to redistrict under this criteria

Do we need to redistrict?

+ Criteria 3: Districts are not as equal in population as possible

Average District Population: $28,876 / 5 = 5,775$ ← Exactly Equal District Population

District	2020 Population	Difference from 5,775
1	6,193	+418
2	5,979	+204
3	5,616	-159
4	5,409	-366
5	6,203	-96



Districts as equal as possible when considering they must be regular, contiguous, and compact?

So MANY Options...

PROPORTIONATE

REGULAR

COMPACT

CONTIGUOUS

RE-RUN FOR
ELECTION?



Elections

+ NOT a factor

+ Commissioners would need to re-run for election if:

- + The seat's normal 4-year term is up in 2022 (District 1, 2 & 5)
- + District changes more than the "5% rule" (applies to Districts 3 & 4):

Average District Population: $28,876 / 5 = 5,775 * 5\% = 288$

5% shift threshold

If the total shift out of the district plus the total shift into the district is greater than this, then we would need rerun

**If Commissioner is shifted out of district, continues to serve if they continue living in the county without re-running unless they are impacted by one of the above two considerations.

Option 1: No Change

District	2020 Population	Difference from 5,775
1	6,193	+418
2	5,979	+204
3	5,616	-159
4	5,409	-366
5	6,203	-96

Considerations:

- + District 1, Large Populations
- + Regular, Compact, Contiguous
- + Finlayson City, Finlayson Township
- + Bruno City, Bruno Township
- + “Like” townships (example: Arna & Wilma should stay together)

Option 2: Slight Change

- + Finlayson Township moves to District 4 from District 5
 - + Makes Finlayson City & Finlayson Township have the same commissioner
- + Bruno City moves to District 5 from District 4
 - + Makes Bruno City & Bruno Township have the same commissioner
- + Norman Township moves to District 5 from District 4
 - + Needed to keep the numbers more even, and maybe makes it more compact

District	2020 Population	Difference from 5,775
1	6,193	+418
2	5,979	+204
3	5,616	-159
4	5,499	-276
5	5,589	-186

District 4 gets better, but District 5 gets worse, yet it keeps them closer to average so District 4 isn't as disproportionate

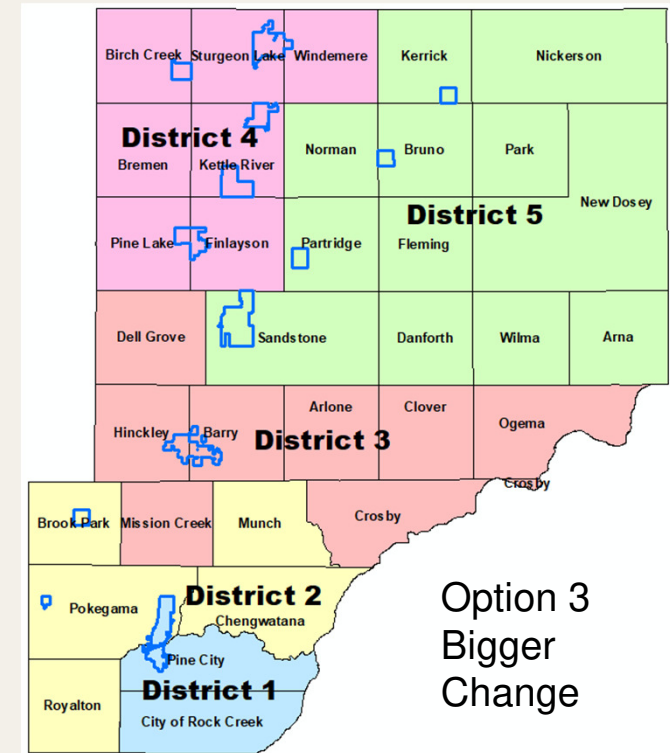
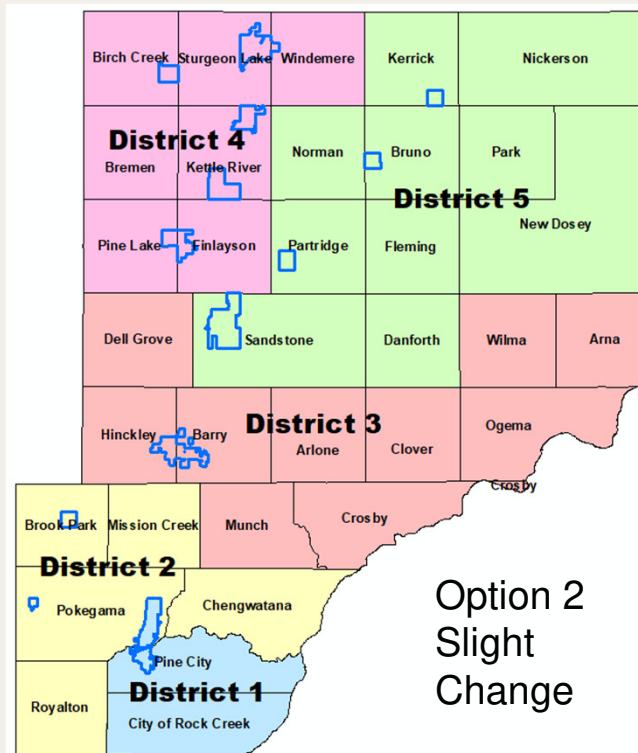
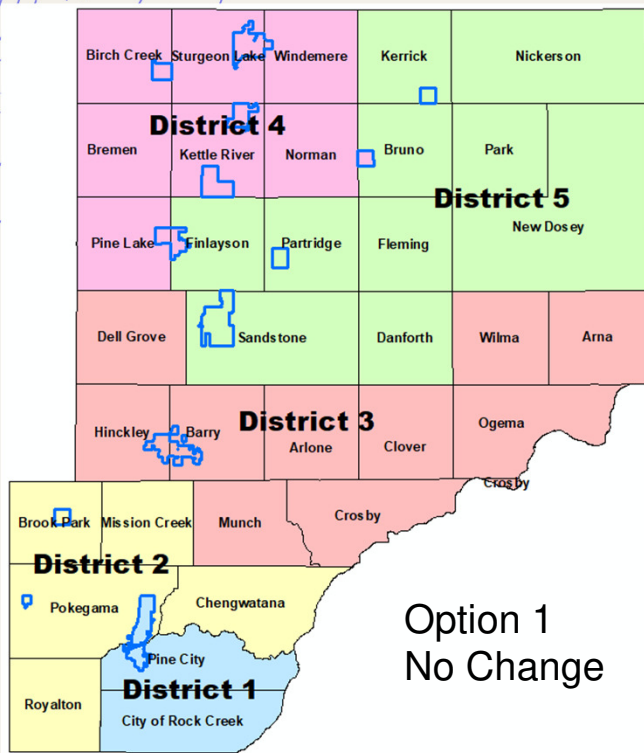
Option 3: Bigger Change

- + Do Option 2, plus:
 - + Move Mission Creek Township from District 2 to District 3
 - + Move Munch Township from District 3 to District 2
 - + Move Arna & Wilma Townships from District 3 to District 5

District	2020 Population	Difference from 5,775
1	6,193	+418
2	5,808	+33
3	5,633	-142
4	5,499	-276
5	5,589	-32

Districts 2-5 all get better, yet District 1 is very disproportionate, and map becomes irregular

Regular, Compact, Contiguous



Options 4 - ??



Next Steps or Options

Public Input

City/Township
Input

Commissioner
Input

Redistricting
Committee?

Formal process
cannot begin
until March/April

