

# ADDITIONS/REVISIONS/CORRECTIONS

Regular Meeting  
February 7, 2023

## Addition

- A. Consent Agenda Item 4.C: Changing Gaits' Grant Application  
Consider approval of the Waiver of Variable Pass-Through Percentage/Minnesota Public Safety-Office of Justice Programs 2023 Federal Byrne JAG Criminal and Juvenile Justice Intervention Grant Funds, and authorize Board Chair/Vice Chair and County Administrator to sign.
- B. Consent Agenda Item 8.F: New Hire of Corrections Officer Arianne Grubbs  
Consider approval of the hiring of Corrections Officer Arianne Grubbs, effective February 8, 2023, Grade 7, Step 1, \$23.16 per hour.



# AGENDA REQUEST FORM

Date of Meeting: February 7, 2023

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

Agenda Item: Sign Pass Thru Waiver for Changing Gaits' grant application

Department: Pine County Attorney's Office & Pine County Probation

//s// Reese Frederickson  
Department Head signature

### Background information on Item:

Changing Gaits, a nonprofit based in Brook Park, is applying for 2023 Minnesota Byrne Justice Grant. Part of the grant proposal is to work with Pine County Probation in providing youth who have recovery issues with drugs or alcohol, mental health concerns, or justice-involvement issues. The program focuses on proven recovery techniques using equine therapy. The other part of the proposal seeks to hire a full-time sober house manager, which would help adult males and assist probation. The specifics of the proposal are attached. The grant requires a variable pass thru waiver that has to be approved/signed by the county board. The pass thru waiver acknowledges that any grant funds provided to local government under law that are directed to this program will pass through to the program should Changing Gaits obtain the grant.

### Action Requested:

Board approval of the attached waiver.

### Financial Impact:

None to the county. The benefit will be non-financial if Changing Gaits obtains the grant (i.e. justice involved youth will have more options for meaningful programming and therapy; adult males will have additional assistance in obtaining success during recovery).



February 3, 2023

In all that we do, we are committed to excellence

## Request for Variable Pass-Thru Waiver: Changing Gaits, Inc. Application for 2023 Minnesota Byrne Justice Assistance Grant

### ORGANIZATION BACKGROUND

Changing Gaits, Inc. is a faith-based 501(c)(3) non-profit organization in Brook Park, MN, that has partnered with horses since 2004 for equine therapy with a healing bond to educate, mentor, empower behavioral changes, and enhance life skills for all age groups with mental, physical, and emotional disabilities.

Services Include: EAL (Equine Assisted Learning), EAP (Equine Assisted Psychotherapy), Hippotherapy [the use of horseback riding as a therapeutic or rehabilitative treatment], trail rides, a sober house [capacity nine] [opened in 2011] for men recovering from addiction, and CGI is proud to announce they were awarded grant funding in 2020 totaling **\$24,785** as part of the Christopher & Dana Reeve Foundation for the purchase of lift equipment so those with disabilities and paralysis can get onto a horse safely, rewarding them with greater independence, increased mobility, enhanced flexibility, and an overall sense of joy added to their lives! Also added in 2021, Peer Recovery Support Services along with License Alcohol and Drug Counselor services.

Sustainable Growth (Analytics)

<b>Changing Gaits Equine Therapy &amp; Trail Rides</b>								
	Adult	Youth	** Group Therapies	*** Trail Rides	Sober House	* Paralysis		
<b>2018</b>	23	63	[11]	110	251	19	0	<b>466</b>
<b>2019</b>	54	224	[27]	252	113	48	0	<b>691</b>
<b>2020</b>	75	237	[23]	243	265	232	0	<b>1052</b>
<b>2021</b>	54	158	[38]	343	756	136	26	<b>1473</b>
<b>2022</b>	104	260	[45]	1380	1933	71	157	<b>3905</b>
<i>All categories include Equine Therapy . Also, 2021 counts from Jan. - Oct. only (all categories)</i>								
* NEW in 2021: Paralysis with lift therapies and Peer Recovery Support Services.								
** Group numbers [in brackets] = groups served and not included in total count								
*** Trail Rides are combined: With equine therapy or individual non-therapeutic riding								

Substantial growth, especially since our 2020 launch of our 5-Year Strategic Plan

Changing Gaits, Inc. 2021 990:

1. Contributions Received 216,919 - Program Services 102,968 - Other Revenue 7,352 - TOTAL INCOME: \$327,239



February 3, 2023

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## Request for Variable Pass-Thru Waiver

The RFP clearly states, "A nonprofit is eligible to apply if they have a valid signed Variable Pass-Thru Waiver. The local governing official and/or body meets the requirement to sign the VPT waiver form. Changing Gaits, Inc. is primarily operating within Pine County for their proposed project. One signature of highest government official is required.

### **Changing Gaits, Inc. RFP Response to Request for Proposal:**

**The R.E.A.P.-Justice Program: R.E.A.P. stands for Recovery Equine Assisted Program. JUSTICE – Stands for the people we are serving, the people we are working with, and the community at large. When someone recovers, everyone WINS!**

**JUVENILES:** Changing Gaits, Inc. will partner with Pine County Probation Services, Terry Fawcett, Probation Director, Pine County. Probation officers will be asked to participate in multiple sessions with juvenile clients receiving 12 R.E.A.P. sessions. The intervention/activity sessions are for juveniles with recovery issues of drug and alcohol abuse as well as mental health issues and have/are involved with the juvenile justice system. The R.E.A.P. Justice program specializes in relapse prevention, understanding addictive trigger points, building trust and respect, and self-esteem; understanding non-verbal communication, cognitive skills, emotional awareness, confidence, social skills, impulse control, problem solving skills, and behavioral modification. The primary theme for juveniles is to partner with Pine County Probation, supporting their mission to ***develop, provide, and promote effective probation services that contribute to a safer community.***

**ADULTS:** Changing Gaits, Inc. will hire a full-time Sober House Manager for their male programming and add Peer Recovery Support (PRSS) services. These services allow probation officers to focus time on other duties while the PRSS and house manager help adult males with recovery issues of drug and alcohol abuse as well as mental health issues and have/are involved with the criminal justice system. PRSS prepares them to meet goals and objectives for self-improvement, health, employment, and crisis prevention techniques. A primary focus is on building trust and respect with/between the probation officers, judicial system, and client. Clients will receive Equine Therapy programming, attend regular focus group sessions, and participate in community services as needed.

Changing Gaits, Inc. is asking for \$250,000 through the grant application for their NEW R.E.A.P.-Justice program. These grant funds will support both juvenile and adult programs with a focus that helps disrupt practice/s or behaviors of individuals or communities with the goal of increasing their safety and well-being. Funds cover 2 FTE positions, 3 hrs. wkly. to admin staff, PRSS and R.E.A.P. programming costs, training, transportation services for client appointments, and marketing dollars to introduce the program.

Thank you for your signature on the Variable Pass-Thru Waiver and supporting our new initiatives.

Sincerely,

A handwritten signature in cursive script that reads "Nile Guy Kaufman". The signature is written in a light blue or grey ink on a white background.

Nile Guy Kaufman, Founder/Executive Director

# Waiver of Variable Pass-Through (VPT) Percentage

## Minnesota Public Safety- Office of Justice Programs

### 2023 Federal Byrne JAG

### Criminal and Juvenile Justice Intervention Grant Funds

The nonprofit \_\_\_\_\_, is applying for a grant award from the Minnesota Office of Justice Programs for a 2023 Byrne JAG Criminal and Juvenile Justice Intervention Grant. One requirement of the Byrne JAG grant is that states pass through a percentage of funds to local units of government.

The signers of this waiver represent the governmental units eligible to apply for these funds and recognize that these funds are 1) set aside for local government use; 2) that the project being proposed by this nonprofit will provide a direct local benefit and 3) signing this allows this entity to receive funds set aside for local units of government.

**NOTE:** The waiver must be signed by the governing body and/or the highest ranking official of the local government entity. Acceptable signers of the VPT waiver are the Mayor, City Coordinator and/or County Board of Commissioners.

Local Government Representative Name:	
Title:	
Department:	
Signature:	
Date:	

Local Government Representative Name:	
Title:	
Department:	
Signature:	
Date:	



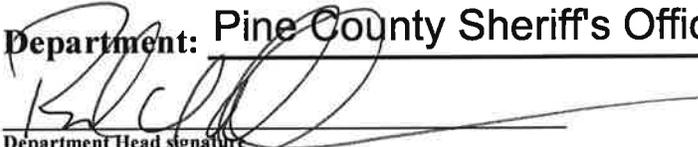
## AGENDA REQUEST FORM

Date of Meeting: February 7, 2023

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

**Agenda Item:** Approve hiring Full Time Corrections Officer Arianne Grubbs

**Department:** Pine County Sheriff's Office - Jail

  
Department Head signature

### Background information on Item:

Approve hiring full time Corrections Officer Arianne Grubbs. Position is a Grade 7 - Step one with a starting wage of \$23.16 per hour, effective February 8, 2023.

### Action Requested:

Acknowledge the hiring of new Corrections Officer as listed above.

### Financial Impact:

None. Position is contained in the 2023 budget and staffing plan.



**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, February 7, 2023, 10:00 a.m.**  
**Board Room, Pine County Courthouse**  
**635 Northridge Drive NW**  
**Pine City, Minnesota**

**Notice of Participation via Interactive Technology**

Pine County Commissioners Steve Hallan and JJ Waldhalm will be attending the Pine County Board of Commissioners Regular Meeting on Tuesday, February 7, 2023, at 10:00 a.m. via interactive technology, pursuant to Minnesota Statute 13D.02. Commissioners Hallan and Waldhalm will be seen and heard at the meeting via electronic means and will participate from locations which are open and accessible to the public:

- Commissioner Hallan: 14511 Perdido Key Drive, Pensacola, Florida
- Commissioner Waldhalm: 904 Calle Cruz Roja, Barrio Obrero, Arecibo, PR

The public is invited to join the meeting in person or remotely: by phone call 1-312-626-6799, (Meeting ID): 989 3723 6982; (password): 5911400. Click the link on the county website ([www.co.pine.mn.us](http://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) 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.
- D) Adopt Agenda
- E) Approve Minutes  
Minutes of January 17, 2023 Regular County Board Meeting and Summary for publication
- F) Minutes of Boards, Reports and Correspondence  
Pine County Chemical Health Coalition Minutes – January 12, 2023  
Pine County Zoning Board Minutes – December 19, 2022  
Pine County Surveyors Monthly Report – January, 2023  
Hinckley Annexation Correspondence – January 20, 2023  
Minnesota Public Utilities Commission Notice of Comment Period – January 24, 2023
- G) 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. **Applications**

#### A. **Disaster Abatements**

Consider approval of the following 2022 local option disaster abatements:

- i. Matthew Beal, PID 46.0060.000, Sturgeon Lake City, fire 6/20/22 to house and garage and did not become habitable in 2022
- ii. Dr. Chris Ketchmark, PID 45.5315.000, Sandstone City, fire 1/20/22 to office building, did not become habitable in 2022
- iii. Shannon Logue, PID 43.0599.000, Rock Creek City, fire 2/19/21 to house, moved back in March 1, 2022
- iv. Jimmie & Anita Sparks, PID 28.0516.000, fire 11/6/22 to house, did not become habitable in 2022
- v. Janice Swanson, PID 29.0210.001, Royalton Township, fire 9/24/22 to house, did not become habitable in 2022

### 2. **Commissioner Expense Claim Form**

Review and consider approval of commissioner expense claim form.

### 3. **Donations**

A. \$50 donation from Dennis Gottschalk designated to the Veterans Service Office for veterans outreach.

### 4. **Grant Agreements**

Consider approval of the following grants and authorize the Board Chair and County Administrator to sign:

#### A. **2023 MN Federal Boating Safety Supplemental Equipment Grant**

2023 Federal Boating Safety Supplemental Equipment Grant in the amount of \$2,450.

The grant will be used to purchase 10 inflatable life jackets. The grant period is January 1, 2023 – August 1, 2023. There is no match requirement.

#### B. **FY 2023 State of Minnesota SSTS Program Grant Agreement**

- i. FY 2023 State of Minnesota SSTS Program Grant Agreement in the amount of \$18,600. The grant will be used toward funding for the 2023 Pine County Zoning Department budget. The grant is effective upon being fully signed and the Grantee having been notified of same, and expires December 31, 2024.
- ii. Appoint the County Auditor-Treasurer to serve as the County's authorized representative for the grant.

### 5. **Septic Fix-Up Special Assessment**

A. Consider approval of Resolution 2023-04 extending a special assessment as follows, and authorize Board Chair/Vice Chair and County Administrator to sign: Daniel and Jamie Hendrix, PID 06.0259.000, \$20,000; Thomas and Traci Dubois, PID 13.0424.001, \$18,750; Gregory and Lisa Larson, PID 04.0134.001, \$19,000; Samuel and Nicole Lewis, PID 10.0088.000, \$26,200; Lewis and Shannon Brockette, PID 17.0208.004, \$19,650; Patrick and Patricia Reicherts, PID 21.0241.000, \$20,000; Brent Jones and Kelly Petricka, PID 26.0219.000, \$23,132; Raghad Dhahad, PID 06.0154.000, \$17,700.

6. **Operation Community Connect Accounts**

Consider committing accounts 12-481-486-0002-5761/Operation Community Connect donations, and 12-481-486-0002-6802/Operation Community Connect expense, to the purpose of the Operation Community Connect events.

7. **Personnel (Promotion)**

A. Consider approval of the internal promotion of Case Aide Lisa Stoffel to Community Support Technician, effective February 8, 2023, Grade 7, \$26.16 per hour.

8. **New Hire**

Consider approval of the hiring of:

A. Office Support Specialist Amber Kopyy, effective February 8, 2023, Grade 2, Step 3, \$17.98 per hour.

B. Eligibility Worker Ashley Spencer, effective February 13, 2023, Grade 6, Step 1, \$20.90 per hour.

C. Family Resource Center Coordinator Kala Roberts, effective February 21, 2023, Grade 9, Step 6, \$30.23 per hour.

D. Eligibility Worker Jami Newlin, effective February 13, 2023, Grade 6, Step 1, \$20.90 per hour.

E. Deputy Sheriff Eric Gruninger, effective February 21, 2023, Grade 10, Step 2, \$28.60 per hour.

9. **Training**

Consider approval of the following training:

A. Environmental Technician Lukas Olson to attend the Advanced SSTS Design and Inspection course, October 2-6, 2023 in Alexandria, Minnesota. Registration \$570, Lodging \$500, Mileage \$199, Total cost \$1,269. Funds are available in the 2023 Zoning Department budget.

B. Fraud Investigator Kari Rybak to attend the Minnesota Fraud Investigator's Association 35<sup>th</sup> Annual Spring Conference, May 3-5, 2023 in Cohasset, Minnesota. Registration \$185, Lodging/Meals \$391. Total cost: \$576. Funds are available in the 2023 Health & Human Services budget.

C. Social Workers Ashley Gnat, Deanna Williams and Esther Sereti to attend the Minnesota Social Services Association (MSSA) Conference, March 15-17, 2023 in Minneapolis, Minnesota. Registration \$792/total for 3, Meals \$108/total for 3, Travel \$450 total/rideshare. Total cost: \$1,350. Funds are available in the 2023 Health & Human Services budget.

## **REGULAR**

1. **Technology Committee Report (Minutes Attached)**

The Technology Committee met January 24, 2023. The Technology Committee made the following recommendation:

A. Continue to allow public comment at regular meetings, and request advance notice for remote public comment.

B. Continue to post livestream address on the county website.

C. All other items for county board meetings, currently including the live stream and recording on YouTube, to remain the same. Meetings that are not live streamed, or if technology is not available, to continue to operate as is current procedure.

2. **Facilities Committee Report (Minutes Attached)**

The Facilities Committee met February 1, 2023. Minutes are for information only, no board action is required.

3. **Department of Natural Resources Parcel Acquisition in Rock Creek**

Joshua Koelsch, DNR Assistant Area Wildlife Manager, will be present to answer questions regarding the proposed land acquisition of parcels PID 430192000 and 430191000 located at 10806 550<sup>th</sup> St., Rush City, by the Pheasants Forever East Central Sports Chapter and Statewide Pheasants Forever and the Minnesota Department of Natural Resources.

4. **Revolving Loan Fund**

Consider approval to transfer Pine County Revolving Loan Fund funds to the Pine County HRA-EDA, in the amount of \$19,099.70.

5. **2023 Aquatic Invasive Species Program**

Consider approval of Resolution 2023-05 adopting the 2023 Aquatic Invasive Species Plan and authorize Board Chair/Vice Chair and County Administrator to sign.

6. **East Central Energy Broadband Project**

Consider approval of Resolution 2023-03 supporting East Central Energy's Broadband Project to provide fiber broadband internet to its service area and provided \$11,000 towards the project from previously identified ARPA funds. Authorize Board Chair/Vice Chair and County Administrator to sign.

7. **Establish Dates for Special Meetings**

- A. Set a Special Meeting-Committee of the Whole for March 14, 2023 at 9:00 a.m. at the Pine County Courthouse for the purpose of discussing and considering action related to recycling and solid waste management, considering an update on the I-35 Traffic Study and Tribal Economy Business Park and Feasibility Study and other topics that are included on the meeting agenda.
- B. Set a Special Meeting-Committee of the Whole for April 11 or April 25, 2023 at 9:00 a.m. at the North Pine Government Center, Sandstone for the purpose of discussing and considering action related to county highways and public works and to conduct a road tour of county highways.

8. **Commissioner Updates**

Arrowhead Counties Association  
Greater Minnesota Parts and Trails – Legislative Update  
Snake River Watershed Management Board - cancelled  
Snake River Watershed 1W1P Policy Committee  
Lakes & Pines Community Action Council  
Lower St. Croix Partnership (1W1P)  
NLX  
Housing & Redevelopment Authority/Economic Development Authority  
Pine County Education Leadership Network  
Central EMS  
GMPT Legislative Action Day  
East Central Regional Juvenile Advisory Committee  
Minnesota Community Awareness Emergency Response (MNCAER) Pipeline Safety Program

9. **Other**

10. **Upcoming Meetings (Subject to Change)**

- a. Pine County Board of Commissioners, Tuesday, February 7, 2023, 10:00 a.m., Board Room, Courthouse, 635 Northridge Drive NW, Pine City, Minnesota
- b. Northeast Minnesota Area Partnership, Wednesday, February 8, 2023, 10:00 a.m., Carlton County Transportation Building, Carlton, Minnesota
- c. Kettle River Policy Committee, Thursday, February 9, 2023, 9:00 a.m.
- d. Law Library, Thursday, February 9, 2023, 12:00 p.m.
- e. Soil & Water Conservation District, Thursday, February 9, 2023, 3:00 p.m., 1610 Hwy. 23 No., Sandstone, Minnesota
- f. Extension Committee, Thursday, February 9, 2023, 3:30 p.m., Boardroom, Courthouse, Pine City, Minnesota
- g. Chemical Health Coalition, Thursday, February 9, 2023, 4:00 p.m.
- h. Central Minnesota Jobs and Training Services, Friday, February 10, 2023, 12:15 p.m., CareerForce Monticello, 405 East 7<sup>th</sup> St., Monticello, Minnesota.
- i. East Central Solid Waste Commission, Monday, February 13, 2023, 1756 180<sup>th</sup> Avenue, Mora, Minnesota
- j. Personnel Committee, Monday, February 13, 2023, 9:00 a.m., Boardroom, Courthouse, Pine City, Minnesota
- k. East Central Regional Library, Monday, February 13, 2023, 10:00 a.m., East Central Regional Library Headquarters, Cambridge, Minnesota
- l. Arrowhead Counties Association, Wednesday, February 15, 2023, 6:00 p.m., Comfort Suites, Canal Park, Duluth, Minnesota
- m. Pine County Board of Commissioners, Tuesday, February 21, 2023, 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota
- n. Arrowhead Counties Association Legislative Dinner, Tuesday, February 21, 2023, 6:00 p.m., Mancini's Char House, St. Paul, Minnesota
- o. Association of Minnesota Counties Legislative Conference, February 22-23, 2023, St. Paul, Minnesota

11. **Adjourn**

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

**Tuesday, January 17, 2023 - 10:00 a.m.**

**North Pine Government Center, 1602 Highway 23 No., Sandstone, Minnesota**

Vice Chair Lovgren called the meeting to order at 10:00 a.m.

Present were Commissioners Josh Mohr and Matt Ludwig. Also present was County Administrator David Minke and County Attorney Reese Frederickson. Due to an out-of-town commitment, Commissioner J.J. Waldhalm joined the meeting via interactive technology, pursuant to Minnesota Statute 13D.02. Commissioner Waldhalm was seen and heard at the meeting via electronic means, at a location open and accessible to the public, and participated from 904 Calle Cruz Roja, Barrio Obrerro, Arecibo PR. Chair Steve Hallan was absent (excused).

The public was invited to join the meeting remotely by phone, Zoom, or watch via live stream on YouTube.

The Pledge of Allegiance was said.

Vice Chair Lovgren called for public comment. Bruno City Mayor Doug Blechinger and Bruno City Clerk Jeanette Swenson indicated their concern with the possibility of losing the Bruno recycling site. Commissioner Waldhalm inquired as to whether Bruno city and township officials had been notified of the potential change of recycling services for that area; further discussion will be held at Regular Agenda Item 4.

Vice Chair Lovgren requested the following revision to the agenda:

Additional Information provided for Regular Agenda Item #2/Pay Equity Report, and Regular Agenda Item #7/End-of-Year 2022 Budget Report.

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

**Motion** by Commissioner Mohr to approve the Minutes of the January 3, 2023 Organizational and Regular County Board Meeting and Summary for publication. Second by Commissioner Waldhalm. A Roll Call vote was called by Vice Chair Lovgren: District 3-Vice Chair Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 2-Commissioner Mohr/Aye. Motion carried 4-0.

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

## CONSENT AGENDA

### 1. Approve December, 2022 Cash Balance

<b>Fund</b>	<b>December 31, 2021</b>	<b>December 31, 2022</b>	<b>Increase/Decrease</b>
General Fund	7,845,483	7,156,271	(689,212)
Health and Human Services Fund	2,746,208	3,345,604	599,396
Road and Bridge Fund	1,177,957	1,475,063	297,106
Opioid Settlement	--	246,252	246,252
COVID Relief	2,550,242	4,111,075	1,560,832
Land	2,414,449	2,802,078	387,629
Self Insurance	554,150	243,715	(310,435)
<b>TOTAL (inc non-major funds)</b>	<b>21,070,995</b>	<b>23,465,873</b>	<b>2,394,878</b>

### 2. December 2022 Disbursements/Claims Over \$2,000 (attached)

The following vendors with claims of \$2,000 or more, and 552 claims under \$2,000 or not needing approval totaling \$590,749.70, were paid December 1-December 31, 2022: 4.0 SCHOOL SERVICES OF EAST CENTRAL, 2,438.89; 4imprint, Inc., 6,219.86; Advanced Correctional Healthcare, Inc, 30,808.18; AFSCME Council 65, 3,556.88; AMAZON CAPITAL SERVICES, 12,001.62; American Solutions For Business, 12,743.04; Aml Cleaning Service, Inc, 8,000.00; Anoka Co Juv Ctr Main Res, 7,849.97; Arlen Krantz Ford Inc, 7,222.83; Askov Deep Rock, 2,193.16; Assoc Of Minn Counties, 2,450.00; Beaudry Oil & Propane, 45,644.49; BLUE CROSS & BLUE SHIELD OF MINNESOTA, 5,485.50; BOARMAN KROOS VOGEL GROUP INC, 20,322.84; BONKS SAND & GRAVEL, 4,582.50; Central Mn Jobs & Training Services, 19,164.10; Childrens Dental Services, 2,097.60; CivicBrand, 12,500.00; CLOQUET RIVERSIDE RECYCLING, INC, 6,990.70; CROSS LAKE ASSOCIATION OF PINE COUNTY, 20,000.00; Dhs Maps Cdtdf, 4,177.11; DHS State Operated Services, 47,921.60; DJG, 42,700.00; DOOLEYS PETROLEUM INC, 22,492.67; East Central Energy Of Braham, 26,919.08; East Central Reg Juvenile Center, 8,669.00; East Central Solid Waste Comm, 2,626.79; Election Systems & Software, Inc, 6,452.53; Emergency Automotive Technologies, Inc, 9,033.80; Express Window Cleaning, 3,500.00; Family Alternatives, 8,572.40; Family Pathways - North Branch, 4,845.00; Information Systems Corp-ISC, 5,095.00; J A SMITH & COMPANY, 6,435.00; Knife River Corp, 189,127.27; Knox Professional Cleaning Services LLC, 2,406.40; Kris Engineering, Inc, 22,915.50; KRONOS SAASHR INC, 2,761.42; Kroschel Land Surveyors Inc, 3,000.00; Lakes & Pines Comm Act Council, 11,160.00; LHB INC, 2,206.25; Lighthouse Child & Family Services, LLC, 6,181.25; LSS, 25,000.00; MEDICAREBLUE RX, 12,136.00; MEDSURETY, LLC, 9,575.88; Mille Lacs Band Family Services, 21,166.02; MINNESOTA ENERGY RESOURCES CORP, 30,253.62; MINNESOTA POWER, 4,304.06; MN COUNTIES COMPUTER COOP, 5,044.00; Mn Life Insurance Company, 4,439.25; MN State College-Cardmember Service, 5,125.00; North Homes Inc, 11,623.14; Nuss Truck Group Inc, 24,980.19; OFFICE OF MN.IT SERVICES, 5,153.75; Pine City Water And Sewer, 2,790.49; Pine County Sheriff FPI Contract, 8,053.68; PRECISION GRADE LLC, 3,000.00; PREMIER OUTDOOR SERVICES OF MINNESOTA, 4,750.00; RAMBERG EXCAVATING, 23,132.00; Regents Of The U Of Mn, 31,881.78; Roberts Excavating, 19,650.00; Ron's Roll-

Off Service, 2,000.00; S & R REINFORCING INC, 110,455.55; SANDBERG CONSTRUCTION INC, 20,000.00; SCHNEIDER GEOSPATIAL LLC, 5,878.00; Slims Texaco Service, 3,605.18; Solid Oak Financial Services, LLC, 4,050.00; STAR QUALITY GLASS, 3,468.44; Sue's Bus Service Inc, 5,561.40; SUMMIT FOOD SERVICE MANAGEMENT LLC, 21,369.45; TEAMSTERS JOINT COUNCIL 32, 55,620.00; Therapeutic Services Agency, Inc., 2,945.55; THRIFTY WHITE PHARMACY, 7,666.61; TYLER TECHNOLOGIES INC, 37,026.00; UNITEDHEALTH GROUP, 355,651.85; Verizon Wireless, 10,680.35; Village Ranch Residential Facility, 5,869.80; WELIA HEALTH, 4,328.88; WILD RIVERS CONSERVANCY, 19,177.00; WoodsTalk LLC, 3,200.00; WSB AND ASSOCIATES, 14,080.00; Ziegler Inc., 16,882.19.

3. **Applications**

Approve the application for 2023 Waste Hauler License: Waste Management of Minnesota Incorporated.

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

Approve commissioner expense claim forms.

5. **Donations**

Accept the following donations:

- A. \$200 donation from Three Twenty Brewing Co. designated to Pine County's Project Lifesaver Program.
- B. \$80 donation from Three Twenty Brewing Co. designated to the PCSO Toy Drive.
- C. \$280 donations from anonymous sources designated to the PCSO Toy Drive.
- D. Two \$1,250 donations, totaling \$2,500, from the Thorvig Family designated to the Pine County Sheriff's Office Chaplain Program.

6. **Contracts**

Approve the following contracts and authorize Board Chair and County Administrator to sign:

- A. Wellness in the Woods: Provides contracted peer support specialist services. Contract is for a one-year term, January 1 – December 31, 2023. Services will cost no more than \$24,000 in 2023. HHS will receive reimbursement for these services from the Region 7E Adult Mental Health Initiative as part of the region's Moose Lake Allocation.
- B. Joint Powers Agreement Between Pine County Sheriff and Attorney and the Bureau of Criminal Apprehension / Criminal Justice Data Communications Network (CJDN)  
Approve Resolution 2023-02 approving the Joint Powers Agreement between the Pine County Sheriff and Pine County Attorney with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension for use of the State's Criminal Justice Data Communications Network (CJDN). The JPA will allow the BCA to provide access to the Minnesota Criminal Justice Data Communication Network. This is a five year renewal.

7. **Technical Representative to the Kettle and Upper St. Croix 1W1P**

Appoint Land and Resources Manager Caleb Anderson as Pine County's technical representative to the Kettle and Upper St. Croix One Watershed One Plan (1W1P).

8. **New Hire**

Approve the hiring of the following:

- A. Full-time Deputy Sheriff Samuel McGregor, effective January 30, 2023, \$27.19 per hour, Grade 10, Step 1.
- B. Full-time Clerk III Brenda Belland, effective January 30, 2023, \$18.60 per hour, Grade 4, Step 1.

## **REGULAR AGENDA**

### **1. Personnel Committee Report**

Commissioner Ludwig provided an overview of the January 9, 2023 Personnel Committee meeting. The Personnel Committee made the following recommendations:

#### **A. Health & Human Services**

- i. Acknowledge the resignation of Eligibility Worker Andrea Norberg, effective December 16, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

#### **B. Sheriff's Office**

- i. Acknowledge the resignation of Deputy Sheriff Troy Griffith, effective January 14, 2023, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

#### **C. Sheriff's Office-Dispatch**

- i. Acknowledge the resignation of part-time probationary Dispatcher Joshua Gusk, effective December 15, 2022, and request backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
- ii. Acknowledge the resignation of full-time probationary Dispatcher Tanya Kessler, effective January 3, 2023, and request backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

#### **D. Sheriff's Office – Jail**

- i. Ratify the termination of part-time, probationary Corrections Officer Tyler Kehn, effective November 9, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
- ii. Acknowledge the resignation of Corrections Officer Kyle Miller, effective January 12, 2023, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

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

### **2. Pay Equity Report**

Human Resources Manager Jackie Koivisto explained that Minnesota Statute 471.991-471.9981 requires the county to eliminate any gender-based wage inequities in compensation and to submit a report to the Minnesota Management and Budget every three years. The results of the 2022 reporting reflect the county is in compliance.

**Motion** by Commissioner Mohr to approve the 2022 Pay Equity Report. Second by Commissioner Ludwig. A Roll Call vote was called by Vice Chair Lovgren: District 2-Commissioner Mohr/Aye; District 3-Vice Chair Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye. Motion carried 4-0.

3. **County Veterans Service Officer**

**Motion** by Commissioner Ludwig to appoint Mindy Sandell as County Veterans Services Officer for a second four-year term, effective February 5, 2023. Second by Commissioner Waldhalm. A Roll Call vote was called by Vice Chair Lovgren: District 3-Vice Chair Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 2-Commissioner Mohr/Aye. Motion carried 4-0.

4. **Pine County Residential Recycling Contract**

County Auditor-Treasurer Kelly Schroeder stated recycling contractor, Cloquet Riverside Recycling, did not wish to renew the county's recycling contract for 2023 at the rate specified in the contract. County solid waste haulers were invited to submit quotes for service; Cloquet Riverside Recycling submitted the single response. The proposal from Cloquet Riverside Recycling was \$10,000/month, which is an increase of \$2,656.75 per month over the former contract. Because of the cost increase, the quote provided an option to eliminate the collection site in Bruno, reducing the contract by \$2,800 per month. The county board expressed its desire to continue providing recycling services to the Bruno area, but wished to continue to explore options and requested a Committee of the Whole meeting be scheduled to further discuss recycling. The Cloquet Riverside Recycling contract has a 90-day termination provision should the county desire to terminate the contract.

**Motion** by Commissioner Ludwig to approve the recycling contract with Cloquet Riverside Recycling, with the inclusion of the Bruno recycling site, for the period February 1, 2023 through December 31, 2027. Second by Commissioner Waldhalm. A Roll Call vote was called by Vice Chair Lovgren: District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 2-Commissioner Mohr/Aye; District 3-Vice Chair Lovgren/Aye. Motion carried 4-0.

5. **Hometown Fiber – Professional Services Proposal**

Economic Development Coordinator Lezlie Sauter provided a review of the Community Development Block Grant–Coronavirus broadband award. It is necessary for the county to certify to the State of Minnesota DEED that the project is completed in accordance with the grant requirements and meets the technical standards. Hometown Fiber will provide field oversight of the broadband infrastructure installation. The fee for construction administration is 5% of the total project cost estimated at \$139,386.70 based on a project cost of \$2,787,734.

**Motion** by Commissioner Mohr to authorize County Administrator David Minke to execute a service agreement with Hometown Fiber for construction administration services for the Small Cities Development Program-Corona Virus (SCDP-CV) funded project. Second by Commissioner Ludwig. A Roll Call vote was called by Vice Chair Lovgren: District 5-Commissioner Ludwig/Aye; District 2-Commissioner Mohr/Aye; District 3-Vice Chair Lovgren/Aye; District 4-Commissioner Waldhalm/Aye. Motion carried 4-0.

6. **Letter of Support - 4-Lane Feasibility Study/Trunk Highway 23 Foley to Mora**

**Motion** by Commissioner Ludwig to submit a letter of support to MnDOT District 3 in support for a 4-Lane Feasibility Study of Trunk Highway 23 from Foley to Mora. Second by Commissioner Mohr. A Roll Call vote was called by Vice Chair Lovgren: District 2-Commissioner Mohr/Aye; District 3-Vice Chair Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye. Motion carried 4-0.

7. **End-of-Year 2022 Budget Report**

County Administrator David Minke provided an initial end-of-year 2022 budget update

reviewing the expenditure and revenue and major funds. The county appears to have ended the year in a positive position; the numbers, however, will adjust during the accrual period and during the audit.

8. **Commissioner Updates**

East Central Solid Waste Commission: Chair Hallan attended this meeting.

East Central Regional Library: Vice Chair Lovgren stated discussion took place as to whether the libraries are the appropriate distribution location for Narcan.

State of the Band Address – Mille Lacs Band of Ojibwe: Chair Hallan and Vice Chair Lovgren attended. The Band received a national award for excellence and outstanding service.

Blue Zone Meeting: Chair Hallan and Vice Chair Lovgren attended. The Blue Zones team will conduct a focus group on January 27<sup>th</sup> specific to food policy.

Soil & Water Conservation District: Commissioner Waldhalm stated officers were elected.

State Community Health Services Advisory Committee: Vice Chair Lovgren stated the cost of technology system upgrades were discussed.

Chemical Health Coalition: Vice Chair Lovgren stated opioid settlement funds were received.

Other: Commissioner Ludwig gave an update on the Probation Work Group meeting. More beds are necessary to meet the mental health crisis.

Commissioner Lovgren stated the Snake River Watershed presented to the Board of Water and Soil Resources.

9. **Other**

None.

10. **Upcoming Meetings**

Upcoming meetings were reviewed.

11. **Adjourn**

With no further business, Vice Chair Lovgren adjourned the meeting at 10:57 a.m. The next regular meeting of the county board is scheduled for Tuesday, February 7, 2023 at 10:00 a.m., Pine County Courthouse, 635 Northridge Drive NW, Pine City, Minnesota.

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Stephen M. Hallan, Chair  
Terry Lovgren, Vice Chair  
Board of Commissioners

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

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

**Regular Meeting**

**Tuesday, January 17, 2023 - 10:00 a.m.**

**North Pine Government Center, 1602 Highway 23 No., Sandstone, Minnesota**

Vice Chair Lovgren called the meeting to order at 10:00 a.m.

Present were Commissioners Josh Mohr and Matt Ludwig. Also present was County Administrator David Minke and County Attorney Reese Frederickson. Due to an out-of-town commitment, Commissioner J.J. Waldhalm joined the meeting via interactive technology, pursuant to Minnesota Statute 13D.02. Commissioner Waldhalm was seen and heard at the meeting via electronic means, at a location open and accessible to the public, and participated from 904 Calle Cruz Roja, Barrio Obrerero, Arecibo PR. Chair Steve Hallan was absent (excused).

The public was invited to join the meeting remotely by phone, Zoom, or watch via live stream on YouTube.

The Pledge of Allegiance was said.

Vice Chair Lovgren called for public comment. Bruno City Mayor Doug Blechinger and Bruno City Clerk Jeanette Swenson indicated their concern with the possibility of losing the Bruno recycling site. Commissioner Waldhalm inquired as to whether Bruno city and township officials had been notified of the potential change of recycling services for that area.

**Motion** by Commissioner Ludwig to adopt the Agenda. Second by Commissioner Mohr. A Roll Call vote was called by Vice Chair Lovgren. Motion carried 4-0.

**Motion** by Commissioner Mohr to approve the Minutes of the January 3, 2023 Organizational and Regular County Board Meeting and Summary for publication. Second by Commissioner Waldhalm. A Roll Call vote was called by Vice Chair Lovgren. Motion carried 4-0.

**Motion** by Commissioner Ludwig to approve the Consent Agenda. Second by Commissioner Waldhalm. A Roll Call vote was called by Vice Chair Lovgren. Motion carried 4-0.

<b>Fund</b>	<b>December 31, 2021</b>	<b>December 31, 2022</b>	<b>Increase/Decrease</b>
General Fund	7,845,483	7,156,271	(689,212)
Health and Human Services Fund	2,746,208	3,345,604	599,396
Road and Bridge Fund	1,177,957	1,475,063	297,106
Opioid Settlement	--	246,252	246,252
COVID Relief	2,550,242	4,111,075	1,560,832
Land	2,414,449	2,802,078	387,629
Self Insurance	554,150	243,715	(310,435)

TOTAL (inc non-major funds)	21,070,995	23,465,873	2,394,878
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The following vendors with claims of \$2,000 or more, and 552 claims under \$2,000 or not needing approval totaling \$590,749.70, were paid December 1-December 31, 2022: 4.0 SCHOOL SERVICES OF EAST CENTRAL, 2,438.89; 4imprint, Inc., 6,219.86; Advanced Correctional Healthcare, Inc, 30,808.18; AFSCME Council 65, 3,556.88; AMAZON CAPITAL SERVICES, 12,001.62; American Solutions For Business, 12,743.04; Aml Cleaning Service, Inc, 8,000.00; Anoka Co Juv Ctr Main Res, 7,849.97; Arlen Krantz Ford Inc, 7,222.83; Askov Deep Rock, 2,193.16; Assoc Of Minn Counties, 2,450.00; Beaudry Oil & Propane, 45,644.49; BLUE CROSS & BLUE SHIELD OF MINNESOTA, 5,485.50; BOARMAN KROOS VOGEL GROUP INC, 20,322.84; BONKS SAND & GRAVEL, 4,582.50; Central Mn Jobs & Training Services, 19,164.10; Childrens Dental Services, 2,097.60; CivicBrand, 12,500.00; CLOQUET RIVERSIDE RECYCLING, INC, 6,990.70; CROSS LAKE ASSOCIATION OF PINE COUNTY, 20,000.00; Dhs Maps Ccdtf, 4,177.11; DHS State Operated Services, 47,921.60; DJG, 42,700.00; DOOLEYS PETROLEUM INC, 22,492.67; East Central Energy Of Braham, 26,919.08; East Central Reg Juvenile Center, 8,669.00; East Central Solid Waste Comm, 2,626.79; Election Systems & Software, Inc, 6,452.53; Emergency Automotive Technologies, Inc, 9,033.80; Express Window Cleaning, 3,500.00; Family Alternatives, 8,572.40; Family Pathways - North Branch, 4,845.00; Information Systems Corp-ISC, 5,095.00; J A SMITH & COMPANY, 6,435.00; Knife River Corp, 189,127.27; Knox Professional Cleaning Services LLC, 2,406.40; Kris Engineering, Inc, 22,915.50; KRONOS SAASHR INC, 2,761.42; Kroschel Land Surveyors Inc, 3,000.00; Lakes & Pines Comm Act Council, 11,160.00; LHB INC, 2,206.25; Lighthouse Child & Family Services, LLC, 6,181.25; LSS, 25,000.00; MEDICAREBLUE RX, 12,136.00; MEDSURETY, LLC, 9,575.88; Mille Lacs Band Family Services, 21,166.02; MINNESOTA ENERGY RESOURCES CORP, 30,253.62; MINNESOTA POWER, 4,304.06; MN COUNTIES COMPUTER COOP, 5,044.00; Mn Life Insurance Company, 4,439.25; MN State College-Cardmember Service, 5,125.00; North Homes Inc, 11,623.14; Nuss Truck Group Inc, 24,980.19; OFFICE OF MN.IT SERVICES, 5,153.75; Pine City Water And Sewer, 2,790.49; Pine County Sheriff FPI Contract, 8,053.68; PRECISION GRADE LLC, 3,000.00; PREMIER OUTDOOR SERVICES OF MINNESOTA, 4,750.00; RAMBERG EXCAVATING, 23,132.00; Regents Of The U Of Mn, 31,881.78; Roberts Excavating, 19,650.00; Ron's Roll-Off Service, 2,000.00; S & R REINFORCING INC, 110,455.55; SANDBERG CONSTRUCTION INC, 20,000.00; SCHNEIDER GEOSPATIAL LLC, 5,878.00; Slims Texaco Service, 3,605.18; Solid Oak Financial Services, LLC, 4,050.00; STAR QUALITY GLASS, 3,468.44; Sue's Bus Service Inc, 5,561.40; SUMMIT FOOD SERVICE MANAGEMENT LLC, 21,369.45; TEAMSTERS JOINT COUNCIL 32, 55,620.00; Therapeutic Services Agency, Inc., 2,945.55; THRIFTY WHITE PHARMACY, 7,666.61; TYLER TECHNOLOGIES INC, 37,026.00; UNITEDHEALTH GROUP, 355,651.85; Verizon Wireless, 10,680.35; Village Ranch Residential Facility, 5,869.80; WELIA HEALTH, 4,328.88; WILD RIVERS CONSERVANCY, 19,177.00; WoodsTalk LLC, 3,200.00; WSB AND ASSOCIATES, 14,080.00; Ziegler Inc., 16,882.19.

Approve the application for 2023 Waste Hauler License: Waste Management of Minnesota Incorporated.

Approve commissioner expense claim forms.

Accept the following donations:

- A. \$200 donation from Three Twenty Brewing Co. designated to Pine County's Project Lifesaver Program.
- B. \$80 donation from Three Twenty Brewing Co. designated to the PCSO Toy Drive.
- C. \$280 donations from anonymous sources designated to the PCSO Toy Drive.
- D. Two \$1,250 donations, totaling \$2,500, from the Thorvig Family designated to the Pine County Sheriff's Office Chaplain Program.

Approve the following contracts:

- A. Wellness in the Woods: Provides contracted peer support specialist services. Contract is for a one-year term, January 1 – December 31, 2023 with a \$24,000 maximum cost.
- B. Joint Powers Agreement Between Pine County Sheriff and Attorney and the Bureau of Criminal Apprehension / Criminal Justice Data Communications Network (CJDN)  
Approve Resolution 2023-02 approving the Joint Powers Agreement between the Pine County Sheriff and Pine County Attorney with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension for use of the State's Criminal Justice Data Communications Network (CJDN).

Appoint Land and Resources Manager Caleb Anderson as Pine County's technical representative to the Kettle and Upper St. Croix One Watershed One Plan (1W1P).

Approve the hiring of the following:

- A. Full-time Deputy Sheriff Samuel McGregor, effective January 30, 2023, \$27.19 per hour, Grade 10, Step 1.
- B. Full-time Clerk III Brenda Belland, effective January 30, 2023, \$18.60 per hour, Grade 4, Step 1.

#### Personnel Committee Report

Commissioner Ludwig provided an overview of the January 9, 2023 Personnel Committee meeting. The Personnel Committee made the following recommendations:

- A. Health & Human Services
  - i. Acknowledge the resignation of Eligibility Worker Andrea Norberg, effective December 16, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
- B. Sheriff's Office
  - i. Acknowledge the resignation of Deputy Sheriff Troy Griffith, effective January 14, 2023, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
- C. Sheriff's Office-Dispatch
  - i. Acknowledge the resignation of part-time probationary Dispatcher Joshua Gusk, effective December 15, 2022, and request backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
  - ii. Acknowledge the resignation of full-time probationary Dispatcher Tanya Kessler, effective January 3, 2023, and request backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
- D. Sheriff's Office – Jail
  - i. Ratify the termination of part-time, probationary Corrections Officer Tyler Kehn, effective November 9, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
  - ii. Acknowledge the resignation of Corrections Officer Kyle Miller, effective January 12,

2023, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

**Motion** by Commissioner Ludwig to approve the Personnel Committee Report. Second by Commissioner Mohr. A Roll Call vote was called by Vice Chair Lovgren. Motion carried 4-0.

**Motion** by Commissioner Mohr to approve the 2022 Pay Equity Report. Second by Commissioner Ludwig. A Roll Call vote was called by Vice Chair Lovgren. Motion carried 4-0.

**Motion** by Commissioner Ludwig to appoint Mindy Sandell as County Veterans Services Officer for a second four-year term, effective February 5, 2023. Second by Commissioner Waldhalm. A Roll Call vote was called by Vice Chair Lovgren. Motion carried 4-0.

**Motion** by Commissioner Ludwig to approve the recycling contract with Cloquet Riverside Recycling, with the inclusion of the Bruno recycling site, for the period February 1, 2023 through December 31, 2027. Second by Commissioner Waldhalm. A Roll Call vote was called by Vice Chair Lovgren. Motion carried 4-0.

**Motion** by Commissioner Mohr to authorize County Administrator David Minke to execute a service agreement with Hometown Fiber for construction administration services for the Small Cities Development Program-Corona Virus (SCDP-CV) funded project. Second by Commissioner Ludwig. A Roll Call vote was called by Vice Chair Lovgren. Motion carried 4-0.

**Motion** by Commissioner Ludwig to submit a letter of support to MnDOT District 3 in support for a 4-Lane Feasibility Study of Trunk Highway 23 from Foley to Mora. Second by Commissioner Mohr. A Roll Call vote was called by Vice Chair Lovgren. Motion carried 4-0.

#### End-of-Year 2022 Budget Report

County Administrator David Minke provided an initial end-of-year 2022 budget update reviewing the expenditure and revenue and major funds. The county appears to have ended the year in a positive position; the numbers, however, will adjust during the accrual period and during the audit.

With no further business, Vice Chair Lovgren adjourned the meeting at 10:57 a.m. The next regular meeting of the county board is scheduled for Tuesday, February 7, 2023 at 10:00 a.m., Pine County Courthouse, 635 Northridge Drive NW, Pine City, Minnesota.

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Stephen M. Hallan, Chair  
Terry Lovgren, Vice Chair  
Board of Commissioners

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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](http://www.co.pine.mn.us)). Copies may also be requested from the administrator's office.**

**Pine County Chemical Health Coalition Minutes**  
**January 12, 2023**  
**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*  
Tim Burkhardt, *Hinckley City Council*  
Kevin Glass, *Pine Co Probation*  
Terry Lovgren, *Pine County Commissioner*  
Melissa Johnson, *Willow River Schools*  
Jeff Nelson, *Pine County Sheriff*  
Loretta Monson, *Celebrate Recovery at Journey North Church*  
David Minke, *Pine County Administrator*  
Jocelyn Rydberg, *Pine City Schools*  
Patti Miller, *Regional Prevention Coordinator*  
Jenae Hicks, Karen Jansen, Samantha Lo, Adriane Wimmer *Pine Co Health & Human Services*

**1. Call to Order**

The meeting commenced by Reese Frederickson at 4:02 pm.

**2. Addition/Changes to the Agenda, Approval**

Karen Jansen requested that Loretta Monson from Celebrate Recovery be added to the agenda to discuss the weekly family program. *Terry Lovgren motioned to approve the agenda, Sam Lo seconded, and the motion carried.*

**3. Review Minutes of November 10, 2022**

*Tim Burkhardt moved to accept the 11/10/22 meeting minutes. Sam Lo seconded the motion, and the minutes were accepted.*

**4. Financial Report**

*Karen reviewed the 3<sup>d</sup> and 4<sup>th</sup> quarter reports from Michelle Kelash. The 4<sup>th</sup> quarter bottom line balance was \$14,377.52. The coalition received \$769.62 in statutory fees from felony and gross misdemeanor drug convictions. \$193 was spent on bobbers with the coalition logo for the Youth Fishing Event.*

**5. Jeff Nelson – Overdose Data**

**a. Pine County**

- 2021 – 57 overdoses, 6 fatal
- 2022 – 39 overdoses, 2 fatal
- 2023 – already 5 overdoses, 1 fatal
- Noted that people are getting better educated on prevention and self-treatment of overdose, Narcan. The downside is that health care and law enforcement don't get all the reports.
- Most overdoses are Fentanyl. Seeing seeking behavior, it's cheap and has preferred effects.

**b. US**

- Directed to a recent CDC bulletin discussing OD deaths of 10-19-year-olds, highlighting that among persons 14-18 years, overdose deaths increased 94% from 2019 to 2020 and then 20% from 2020 to 2021.

- Potential bystanders were present during two-thirds of overdose deaths among adolescents; most deaths occurred at home, where bystanders were often family and friends.
- Jeff noted a growing movement to have Narcan in schools and in homes with young children. The stats are a good argument. Karen to share the report.

## **6. Samantha Lo – Opioid Lawsuit Settlement**

- Pine County will receive about \$80,000 annually for 11 years, with a reduced amount for several more years.
- Public Health will lead efforts to use the funds following guiding principles given to recipients.
- Conversation focused on their interest in using the budget to pay for kids' activities in all schools.
- Jenae is doing background work and taking it to the schools, providing a link between reduced substance use rates tied to kids being busy, especially after school and before parents get home from work. This would include all activities, and teachers would be compensated.
- Terry suggested helping pay for transportation to activities.
- Adriane's group has been talking about helping families with a pool of funding.
- Jocelyn discussed using the money for activities for kids in need with fewer resources. Also, schools hosting a relatable speaker for teens and parents.
- Patti said Change the Outcome does a program for schools and communities, students/young adults, with a speaker mom that has lost her son. Outside resources could also come into health classes at the schools. Teachers would benefit too.
- Local speakers from the community were another idea that was shared.
- Sam noted trying to imbed the idea that kids together regularly increases resiliency and protective factors.
- Kevin is concerned about kids in the gap who might not want to participate in an activity. And kids that have friends, self, or parents that are using.
- Reese suggested a timeframe for a decision and being intentional and thoughtful about what our community needs. Using the guidelines of overall prevention and education, we have many options.
- David commented that conversations with multi-sector groups, maybe some not represented here, would be a conventional practice for a project like this. An RFP proposal process would bring ideas to the table, so this group can review them.

## **7. Loretta Monson – Celebrate Recovery**

- Twelve-step, Christ-centered program for families
- Hurts, habits, and hangups around drugs, alcohol, and other problems
- Includes children's programming for kids in elementary school whose parents attend the program. This is a 52-week lesson plan involving children's prevention and precovery. Kids can express their feelings in a safe environment and be confident. It's not therapy but a safe place to learn the 12 steps with a family focus.
- Journey North Church, Pine City, on Mondays at 6:00 pm for dinner, 6:30 large group learn and church, and 7:30 small group.

## **8. Karen Jansen – Upcoming Training**

### **Nothing About Us Without Us: Best Practices for Community-led Prevention**

If you missed this webinar and want to view it, go to <https://pttcnetwork.org/centers/content/great-lakes-pttc>. It is on the main page under Products.

More details and other training resources are available online through Great Lakes PTTC.

## **Angst Movie/Documentary in Mora, January 26<sup>th</sup>, 6:30 pm at the Paradise Theater.**

Patti Miller suggested the Montana Institute – Diversity and Inclusion & Science of the Positive – January 23-27, 12-1 pm daily. <https://www.montanainstitute.com/blog/2022/11/10/the-montana-winter-institute-on-diversity-inclusion-amp-the-science-of-the-positive>

Terry Lovgren has been attending Rural Opioid ECHO learning on Wednesdays, 12:15 – 1:15 pm. [Stratis Health Opioid Addiction in Rural \(SOAR\) Education and Treatment ECHO Series - Stratis Health](#)

## **9. News from the Schools**

### **a. Melissa Johnson**

- Willow River is using the MATRIX model for vaping consequences. Deputy Vork, the school's Resource Officer, is developing relationships with students.
- The school counselor is working with child and teen mental health.
- Noted weareresourceful.org, a free community resource guide to services, lacks resources for our area. She asked for ideas for sharing our community resources. This would be a good tool for school staff. The website has contact information.

## **10. Training/Volunteer/Event Reports from Members**

**a. Kevin Glass** said there will be a Youth Ice Fishing Event on Cross Lake on 2/18, open to all kids in Pine County. He has a waiver to be filled out to attend. Kevin has worked on recovery care baskets since the last meeting. He reached out to Teen Focus Recovery Center, and they suggested treatment phone numbers and brochures for resources that could be helpful for someone. Recovering Hope was also asked for ideas. They offered test strips, Naloxone, crisis line numbers, a bottle of water, and a note of encouragement from someone telling the person that recovery is possible and that they are loved. They also provided ideas for care packages for the family/support system as, so often, when people overdose, they may not be ready for a change, which may mean more pain for family members. See Kevin for more details.

**b. Jenae Hicks** continues working on recovery care baskets too. She is creating a document to be sent to emergency services to introduce recovery baskets, an encouraging letter from people who succeeded in recovery saying the basket gave light.

## **11. Next Meeting – Thursday, March 9<sup>th</sup>, 4:00 pm, online**

**12. Adjournment** – *Terry Lovgren made a motion, Samantha Lo seconded, and the meeting was adjourned.*



**MINUTES**  
**PINE COUNTY ZONING BOARD**  
**December 19, 2022, 6:00 p.m.**  
**North Pine Government Center**  
**1610 Hwy 23 N Sandstone, MN**

**Members Present:** Dirk Nelson, Patrick Schifferdecker Nancy Rys, Les Orvis,  
**Members Absent:** Ryan Clark, Susan Grill, Skip Thomson, Matt Ludwig (ex-officio)  
**Staff Present:** Caleb Anderson, Land & Resources Manager; Erin Hoxsie, Office Support Specialist  
**Others Present:** None

The meeting was to take place at 1610 Hwy 23, Sandstone. The power went out in the meeting room just prior to 6pm so the Board moved across the parking lot to 1602 Hwy 23 N, Sandstone, which had a power generator backup system.

**CALL TO ORDER**

Secretary Patrick Schifferdecker called the meeting to order at 6:06p.m.

**APPROVAL OF AGENDA**

**Motion** by Rys to approve the agenda. Second by Nelson. Motion carried, 4-0.

**APPROVAL OF MINUTES- NOVEMBER 17, 2022 MONTHLY ZONING MEETING**

**Motion** by Orvis to approve the minutes of the November 17, 2022 monthly zoning meeting. Second by Nelson. Motion carried, 4-0.

**PINE CITY TOWNSHIP SUBDIVISION AND PLATTING ORDINANCE**

Anderson presented staff findings after his review of the draft Pine City Township Subdivision and Platting Ordinance. Staff findings were approved by the Pine County Attorney. Anderson identified areas where the Township ordinance was less restrictive than the County ordinance and areas which could be improved for more efficient administration were discussed. Schifferdecker informed the Board that the Township lawyer identified similar areas in which the draft ordinance was not as restrictive as the County ordinance. Minor errors of aligning section numbers from both ordinances were found, Anderson stated he would review section numbers and correct any mistakes. Rys expressed concern that Township road specifications are mentioned in the draft ordinance, but are not explicitly stated anywhere. The Board agreed that the Township should either adopt County road standards or amend the ordinance to state Township standards, but the point should be moved to the "suggestion" section of the findings. The Board would also like the reasoning or rationale behind each finding included. Anderson will draft a rationale for each finding and send it to the Zoning Board for comments (to be sent directly to him) prior to submission to the Township. The Board acknowledged not to engage in discussion over email. **Motion** by Nelson to adopt findings as corrected and with added rationale. Second by Orvis.

In discussion, Anderson stated that it was recently brought to his attention that MN Statute 505.03 requires that a County Board of Commissioners must approve plats within townships of fewer than 3,500 people. This statute is not reflected in the township's subdivision ordinance. This statute was new information, which Anderson did not have sufficient time to review with the

County Attorney. Anderson suggested leaving it out of the Zoning Board findings, however, he may bring it up to the Township as an independent issue with the process.

Motion carried, 4-0.

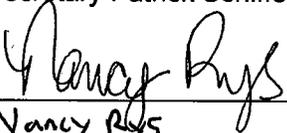
**SHORELAND ORDINANCE DISCUSSION**

Anderson presented a document created by zoning staff detailing allowed uses in the County Shoreland Management Ordinance as compared to MN 6120 and the MN DNR Model Shoreland Ordinance. Hoxsie suggested the County adopts the MN 6120 land use table and adds County specific land uses and definitions where necessary, instead of editing the current County land use table line by line discussing whether the use is allowable. The Board agreed with this and requested Anderson present the land use table with suggested edits and definitions to the January Zoning Board meeting. **Motion** by Orvis to adopt the MN 6120 land use table. Second by Rys. Motion Carried 4-0.

Anderson inquired with the Board about the figure in the meeting packet, which showed the process for reviewing commercial development standards. Anderson asked what form of public engagement the Zoning Board might like to see. The Board expressed interest in engaging key stakeholders such as the Pine County Coalition of Lake Associations, which represents the interests of several lakes in Pine County. The Board also suggested adding engagement with the Pine County Board of Commissioners and a public hearing as well as posting to the County website once the draft amendment is created.

**ADJOURN**

Secretary Patrick Schifferdecker adjourned the meeting at 7:17pm.

  
\_\_\_\_\_  
Nancy Rys  
Zoning Board Secretary

  
\_\_\_\_\_  
Les Orvis  
Zoning Board Chair



# 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

January 2023

CSAH 28, T42N R21W and T42N R20W, reset and GPS private corners and PLSS corners after 2022 paving project. Update records.

CSAH 35, T42N R21W, T42N R20W, T43N R21W and T43N R20W, reset and GPS private corners and PLSS corners after 2022 paving project. Update records.

Draft and file PLSS corner certificates generated by the Pine County Surveyor Office.

Draft and file Certificates of Survey generated by the Pine County Surveyor Office.

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

City of Hinckley  
106 First Street SE  
P. O. Box 366  
Hinckley, MN  
[Tel] (320) 384.7491  
[Fax] (320) 384.7492  
www.hinckley.govoffice2.com



Notice to Adjacent Property Owners  
Consideration of an Ordinance Annexing Property to the City

Mille Lacs Corporate Ventures (MLCV) has initiated the annexation of land adjacent to the City limits to the City of Hinckley pursuant to MN State Statutes 414.033, Subd. 2(3). The property is currently located in Barry Township on the east side of Hinckley along Morris Avenue and is legally described as follows:

The East 12.00 acres of the South Half of the Southwest Quarter of the Northwest Quarter (S 1/2 of SW 1/4 of NW 1/4) of Section Thirty (30), Township Forty-one (41) North, Range Twenty (20) West, except therefrom all that portion lying Easterly of the following described line:

Beginning at a point on the North line of the South Half of the Southwest Quarter of the Northwest Quarter (S 1/2 of SW 1/4 of NW 1/4) of said Section Thirty (30), distant 7 rods West of the Northeast corner thereof; thence run Southwesterly 15 rods to the Southwest corner of the present dump grounds; thence run East 40 feet; thence run South parallel with the East line of the above described tract for 118 feet; thence run Southwesterly to a point on the South line of the South Half of the Southwest Quarter of the Northwest Quarter (S 1/2 of SW 1/4 of NW 1/4) of Section Thirty (30), distant 200 feet West of the Southeast corner thereof;

Also excepting therefrom:

Beginning at the Southwest corner of the East 12.00 acres of the South Half of the Southwest Quarter of the Northwest Quarter (S 1/2 of SW 1/4 of NW 1/4) of said Section Thirty (30); thence run East along the South line thereof 208.71 feet; thence North for 208.71 feet; thence West for 208.71 feet to the West line of said tract; thence South to the point of beginning.

The annexation ordinance, if approved, will annex the above-described property to the City. The current use of the property is undeveloped (vacant) and future development utilizing City sewer, water and streets is anticipated for the site.

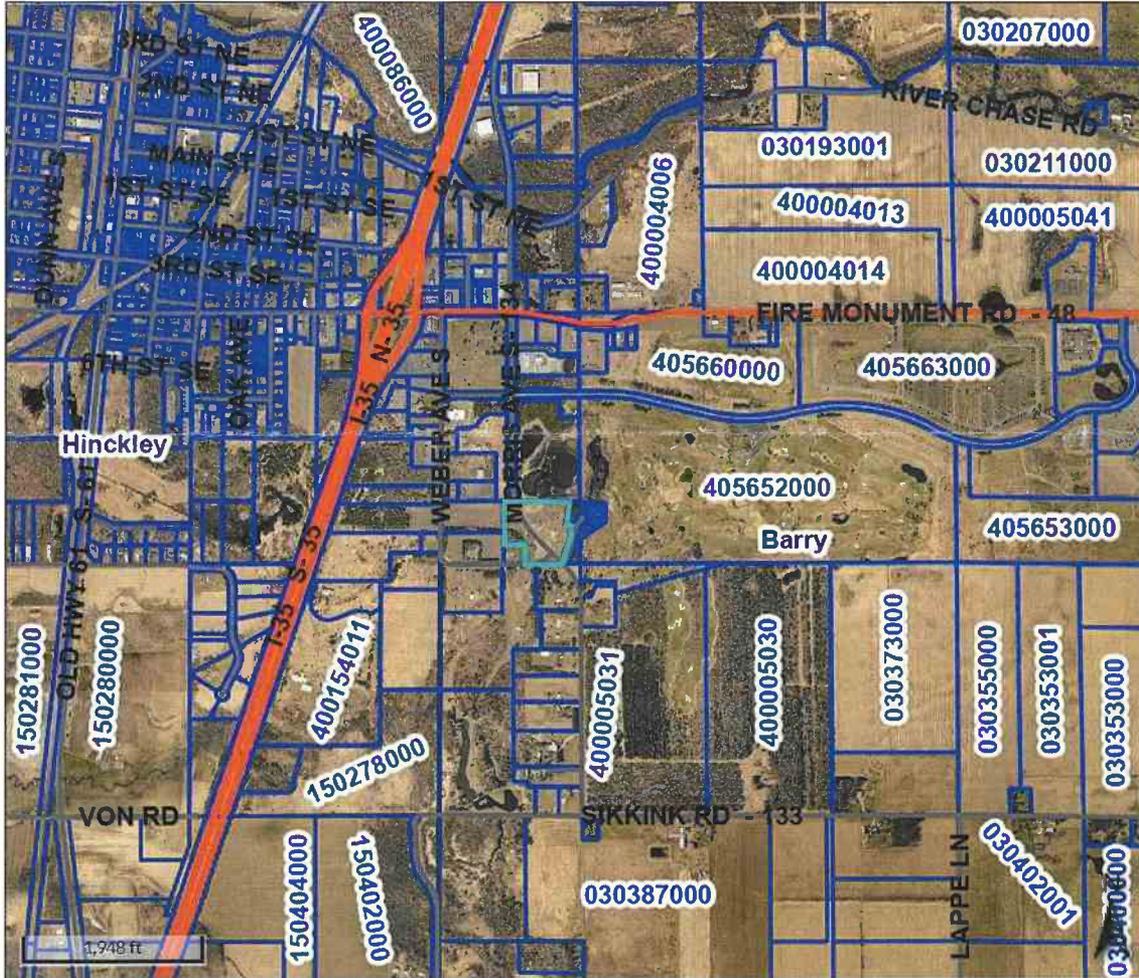
The City of Hinckley Planning Commission will hold a public hearing to consider this annexation request on **Tuesday, February 28, 2023 at 7:00 p.m.** in the Hinckley City Hall Community Room located at 106 1<sup>st</sup> Street SE. You may attend and be heard in person, by agent, or attorney. If you wish to comment, but cannot attend, you may submit a written statement that I will forward to the City Council and read into the official record.

January 20, 2023

A handwritten signature in blue ink, appearing to read 'Mark Perry', written over a horizontal line.

Mark Perry  
City Planner/Zoning Administrator

Enc: Legal Description & map



Overview



Legend

- Townships
- Roads
  - Interstate
  - Hwy
  - <all other values>
- Parcels

Parcel ID	030371000	Alternate ID	n/a	Owner Address	MILLE LACS CORPORATE VENTURES
Sec/Twp/Rng	30-041-020	Class	233 - COMM LAND & BLDGS	ATTN; ACCOUNTING	
Property Address		Acreage	9	700 GRAND AVE	
				ONAMIA, MN 56359	

District: BARRY 2165

Brief Tax Description: Sect-30 Twp-041 Range-020 9.00 AC EAST 12 ACRES OF SOUTH 1/2 OF SOUTHWEST 1/4 OF NORTHWEST 1/4 EXC THAT PORTION LYING ELY OF FOLL DESC LINE: BEG AT POINT ON NORTH LINE OF S1/2 OF SW1/4 OF NW1/4 7 RODS WEST OF NE CORNER THEREOF; THENCE SWLY 15 RODS TO SW CORNER OF PRESENT DUMP GROUNDS; THENCE EAST 40 FT; THEN SOUTH PARA WITH EAST LINE OF ABOVE DESC TRACT 118 FT; THENCE SWLY TO POINT ON SOUTH LINE OF S1/2 OF SW1/4 OF NW1/4 200 FT WEST OF SE CORNER THEREOF; ALSO EXC THEREFROM: BEG AT SW CORNER OF EAST 12 ACRES OF S1/2 OF SW1/4 OF NW1/4; THENCE EAST ALONG SOUTH LINE 208.71 FT; THENCE NORTH 208.71 FT; THENCE WEST 208.71 FT TO WEST LINE OF SAID TRACT; THENCE SOUTH TO PT OF BEG. MICRO #361769-772,573430

(Note: Not to be used on legal documents)

Date created: 1/19/2023  
 Last Data Uploaded: 1/19/2023 3:48:56 AM

## NOTICE OF COMMENT PERIOD

Issued: January 24, 2023

### In the Matter of Commission Consideration of Demand Response Under the Federal Infrastructure Investment and Jobs Act of 2021

**PUC Docket Number(s):** E999/CI-22-268

**Comment Period:** Initial comment period closes February 24, 2023 at 4:30pm  
Reply comment period closes March 10, 2023 at 4:30pm

*Comments received after the close of the comment period may or may not be considered by the Commission.*

**Issue:** What action should the Commission take in relation to the 2021 Infrastructure and Jobs Act's (Infrastructure Act) requirement for state regulatory authorities to consider demand response?

#### Topic(s) Open for Comment:

- 1) What, if any, actions should the Commission take to establish rate mechanisms to allow a rate-regulated electric utility to timely recover the costs of promoting demand response and demand flexibility by commercial, residential, and industrial consumers to reduce electricity consumption during periods of unusually high demand?
- 2) In response to the topic above, please address:
  - a) To what extent has this topic been addressed by state statute (e.g. Minn. Stat. §216B.241, other)?
  - b) The extent to which the Commission or Department has addressed the topic in individual dockets?<sup>1</sup>
- 3) Are there other issues or concerns related to this matter?

#### Background

The Infrastructure Act at Sec. 40104 amends PURPA 111(d) to add a requirement that each state regulatory authority, with respect to each rate-regulated electric utility, consider establishing rate mechanisms allowing an electric utility to timely recover the costs of promoting demand-response

<sup>1</sup> See the Attachment to this Notice for a non-exhaustive list of demand response-related dockets.

and demand flexibility practices by commercial, residential, and industrial consumers to reduce electricity consumption during periods of unusually high demand.

Minn. Stat. §216B.241 includes energy savings goals associated with the Conservation Improvement Program (CIP) and Energy Conservation and Optimization Act (ECO). Subd. 2b. and Subd. 11(c) addresses recovery of expenses for electric utilities. The Department of Commerce approves utility triennial CIP plans and the Commission approves annual cost recovery for utility CIP programs.

**Filing Requirements:** Utilities, telecommunications carriers, official parties, and state agencies are **required** to efile documents using the Commission's electronic filing system (eFiling). All parties, participants, and interested persons are encouraged to use eFiling at:  
<https://www.edockets.state.mn.us/EFiling>

**Submit Public Comments:**

**Online:** [mn.gov/puc/consumers/public\\_comments](https://mn.gov/puc/consumers/public_comments), and follow the instructions.

**Email:** [consumer.puc@state.mn.us](mailto:consumer.puc@state.mn.us)

**U.S. Mail:** Consumer Affairs Office  
Minnesota Public Utilities Commission  
121 7th Place East, Suite 350  
St. Paul MN 55101

**Full Case Record:** See all documents filed in this matter on the Commission's website at: [mn.gov/puc/edockets](https://mn.gov/puc/edockets), select *Go to eDockets Project Database*, enter the year (22) and the docket number (268), and select *Search*.

**Subscribe:** To receive email notification when new documents are filed in this matter visit: <https://www.edockets.state.mn.us/EFiling> and select *Subscribe to Dockets*.

**Questions about this docket or Commission process and procedure?** Contact Commission staff, Jacob Strauss, at [jacob.strauss@state.mn.us](mailto:jacob.strauss@state.mn.us) or 651-201-2237.

**Change your mailing preferences:** Email [docketing.puc@state.mn.us](mailto:docketing.puc@state.mn.us) or call Leesa Norton at 651-201-2246.

To request this document in another format such as large print or audio, call 651-296-0406 (voice). Consumers with a hearing or speech impairment may call using their preferred Telecommunications Relay Service or email [consumer.puc@state.mn.us](mailto:consumer.puc@state.mn.us) for assistance.

**Attachment A – Related Dockets**

CIP Riders

22-209 (Minnesota Energy Resources)

22-165 (Otter Tail Power)

22-158 (Xcel Energy)

22-130 (Minnesota Power)

Other Demand Response

21-101 (Xcel – Petition for Load Flexibility Pilot Programs and Financial Incentive Mechanism)

20-473 (Xcel – 2021-2023 Triennial CIP Plan)

20-475 (Otter Tail Power – 2021-2023 CIP Plan)

20-476 (Minnesota Power – 2021-2023 Triennial CIP Plan)

21-28 (Minnesota Power – Industrial Demand Response Products)

20-638 (Minnesota Power – Residential EV Charging Rewards Pilot)

20-503 (Xcel – Peak Controlled Services and COVID Exemption)

20-421 (Xcel – Petition to Direct Xcel to Implement 400 MW of Demand Response by 2023)

20-331 (Otter Tail Power – Residential Time of Day Pilot)

20-86 (Xcel – C&I Time of Use Pilot)

18-735 (Minnesota Power – Rider for Large Power Demand Response)

09-149 (FERC Orders 719 & 719a)

17-775 (Xcel – Residential Time of Use Pilot)

17-401 (Xcel – Performance Metrics)

PUC Docket Number E999/CI-22-268

12-874 (Dakota Electric – Residential EV Service)

15-111 (Xcel – Residential EV Charging Tariff)

15-112 (Otter Tail Power – Off-peak EV Rider)

15-120 (Minnesota Power – Residential EV Service)

17-817 (Xcel – Residential EV Service Pilot)

19-186 (Xcel – Residential EV Subscription Pilot)

18-643 (Xcel – EV Infrastructure Pilots)

19-559 (Xcel – Home EV Service Offering)



## PINE COUNTY EXPENSE CLAIM FORM

Expenses are to be claimed in accordance with Pine County Personnel Policy on travel and other reimbursements. Original receipts must be attached or the claim will not be reimbursed. There must be the signature of the claimant and the claimant's supervisor or department head indicating the expense was authorized. NO UNAUTHORIZED CLAIM WILL BE REIMBURSED.

**STEPHEN HALLAN**

**MONTH: January 2023**

**Vendor#: 2136 Employee#: 2**

Date	Per Diem	Meals	Lodging	Parking	Other	Purpose and description of expense	Account #
1/3/2023	\$100					County Board Meeting - Pine City	01-005-6111
1/9/2023	\$100					Personnel committee	01-005-6111
1/10/2023	\$100					State of the band address tribe meeting	
1/11/2023	\$100					Public health / blue zone meeting	
1/23/2023	\$100					Lakes and pines/ lower st croix watershed	
1/24/2023	\$100						

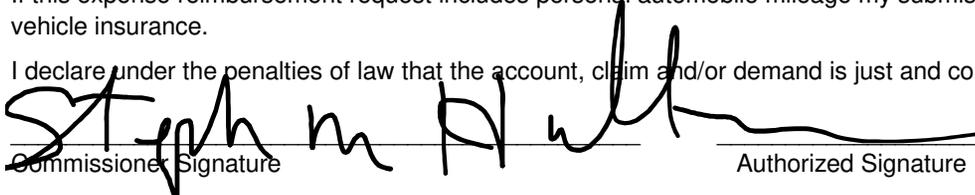
### MILEAGE EXPENSES

Date	Beginning Odometer	Ending Odometer	Total Miles	Mileage Rate	Amount Paid	Destination and purpose of expense	Account #
1/3/2023				\$0.655	\$0.00	County Board Meeting - Pine City	01-005-6334
				\$0.655	\$0.00		01-005-6334
				\$0.655	\$0.00		01-005-6334
				\$0.655	\$0.00		01-005-6334
				\$0.655	\$0.00		
				\$0.655	\$0.00		
				\$0.655	\$0.00		
				\$0.655	\$0.00		
				\$0.655	\$0.00		
				\$0.655	\$0.00		
				<b>TOTAL</b>	<b>\$0.00</b>		

**YOU MUST FILL IN ODOMETER READINGS. IF ODOMETER READINGS ARE NOT PROVIDED a printout of the start and ending location of each destination and mileage as calculated by such programs as "Map Quest" will be acceptable.**

If this expense reimbursement request includes personal automobile mileage my submission affirms that I possess a current valid driver's license and appropriate motor vehicle insurance.

I declare under the penalties of law that the account, claim and/or demand is just and correct and that no part of it has been paid.


  
 \_\_\_\_\_

Commissioner Signature

Authorized Signature



# AGENDA REQUEST FORM

Date of Meeting: 02/07/2023

- County Board**
  - Consent Agenda
  - Regular Agenda
- Personnel Committee
- Other \_\_\_\_\_

5 mins.  10 mins.  15 mins.  Other

Agenda Item: Accept donation

Department: VSO

Rebecca Foss  
Department Head signature

**Background information on Item:**

Dennis Gottschalk donated \$50 to the Veterans Service Office for veterans outreach.

**Action Requested:**

Accept the \$50 donation ffrom Dennis Gottschalk for veterans outreach.

**Financial Impact:**



## AGENDA REQUEST FORM

Date of Meeting: February 7, 2023

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

Agenda Item: 2023 MN Federal Boating Safety Supplemental Equipment Grant

Department: Pine County Sheriff's Office

Department Head signature

### Background information on Item:

The grant amount is for \$2,450.00.

The Federal Boating Safety Supplemental Equipment Grant can only be used for safety enforcement equipment purchases.

This grant will be used to purchase 10 inflatable life jackets.

### Action Requested:

The Pine County Sheriff's Office respectfully asks for the approval and signing of the 2023 Federal Boating Safety Supplemental Equipment Grant.

### Financial Impact:

This grant does not require matching funds.


**DEPARTMENT OF  
NATURAL RESOURCES**

**2023 STATE OF MINNESOTA**  
**FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT**  
**GRANT CONTRACT AGREEMENT**  
**ENCUMBRANCE WORKSHEET**

**Contract #:** 223128

**PO #:** 3-223329

**State Accounting Information**

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2023	Source Type REIMB	Vendor Number 0000197310-001
Total Amount \$2450	Project ID R29CG70CBLA21	Billing Location R297000221	UEI EBKNTEMJPLD6	

**Accounting Distribution**

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Amount \$2450	Activity A7CG002
Fund 3000	Fin. Dept. ID R2937715	Approp. ID R297227	Category 84101501	Account 441302	Amount \$0	Activity A7CG004

Grant Begin Date January 1, 2023	Grant End Date August 1, 2023
-------------------------------------	----------------------------------

**Grantee Name and Address:**

Pine County Sheriff's Office  
 635 Northbridge Drive NW, Suite 100  
 Pine City, MN 55063

**Payment Address:**  
(where DNR sends the check)

Pine Co. Treasurer  
 635 Northridge Dr. NW #230  
 Pine City, MN 55063

**2023 STATE OF MINNESOTA  
FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT  
GRANT CONTRACT AGREEMENT**

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division (“State”) and Pine County Sheriff’s Office, 635 Northbridge Drive NW, Suite 100, Pine City, MN 55063 (UE1 EBKNTEMJPLD6) (“Grantee”). The payment address for this grant agreement is Pine Co. Treasurer, 635 Northridge Dr. NW #230, Pine City, MN 55063.

**Recitals**

1. Under Minnesota Statute [§84.026](#), [§86B.101](#) and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State is empowered to enter into this grant contract agreement. This grant contract agreement is a non-research and non-developmental grant.
2. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of the specific items for recreational boating safety.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd. I, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

**Grant Contract Agreement**

**1 Term of Grant Contract Agreement**

- 1.1 **Effective date:** January 1, 2023, Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.
- 1.2 **Expiration date:** August 1, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant contract agreement as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

**2 Grantee's Duties**

The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1). Grantee will be reimbursed, as specified in Exhibit A which is attached and incorporated into this grant contract agreement, for the purchase of the items noted there. The Grantee will submit to the State the required documents noted in Exhibit A which is attached and incorporated into this grant contract agreement. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of the specific items for recreational boating safety noted in Exhibit A which is attached and incorporated into this grant contract agreement. See Exhibit A which is attached and incorporated into this grant contract agreement for life jacket wear policy requirement and allowable expenditures specific to this grant. See Exhibit B which is attached and incorporated into this grant contract agreement for specific federal requirements that affect this grant contract agreement. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract agreement. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State’s Authorized Representative.

**Reporting Requirements:** The Grantee is bound to financial and performance requirements as noted in this grant contract agreement and Exhibit A which is attached and incorporated into this grant contract agreement.

**3 Time**

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

**4 Consideration and Payment**

- 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract agreement as follows:
  - (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant contract agreement up to Two thousand four hundred fifty dollars (\$2,450).
  - (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed Two thousand four hundred fifty dollars (\$2,450).
- 4.2 **Payment**
  - (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State’s Authorized Representative accepts the invoiced services. Invoices shall be submitted timely in a form prescribed by the State within the dates previously noted in “Term of Grant Contract Agreement” in this grant contract agreement. Invoice procedures are specified in Exhibit A which is attached and incorporated into this grant contract agreement.

- (b) **Federal funds.** Payments under this grant contract agreement will be made from federal funds obtained by the State through the U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110. See Exhibit B which is attached and incorporated into this grant contract agreement for specific federal requirements that affect this grant contract agreement. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

#### 4.3 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) The grantee must not contract with vendors who are suspended or debarred in MN:  
<http://www.mmd.admin.state.mn.us/debarredreport.asp>

#### 5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

#### 6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, Enforcement Division, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, adam.block@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Jeff Nelson, Pine County Sheriff's Office, 635 Northbridge Drive NW, Suite 100, Pine City, MN 55063 or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

#### 7 Assignment, Amendments, Waiver, and Grant Contract Agreement Complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Contract Agreement Complete.** This grant contract agreement, including Exhibits A and B which are attached and incorporated into this grant contract agreement, contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

#### 8 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 contract 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 contract agreement.

#### 9 Audits (State and Single)

Under [Minn. Stat. §16B.98, Subd. 8](#) and [2 CFR 200.331](#), the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract 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.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

**10 Government Data Practices**

10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract 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. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

**11 American Disabilities Act**

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.

**12 Non-Discrimination Requirements**

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- (e) Any other applicable non-discrimination law(s).

**13 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.

**14 Publicity and Endorsement**

14.1 **Publicity.** Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. 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 contract agreement. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

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

**15 Governing Law, Jurisdiction, and Venue**

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

**16 Termination**

16.1 **Termination by the State.** The State may immediately terminate this grant contract agreement 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.

16.2 **Termination for Cause.** The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract 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 State 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.

16.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract agreement if:

(a) Funding for grant from U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127). (CFDA number 97.012) in U.S.C. 13101-13110 is withdrawn.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

**17 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.

**18 Invasive Species Prevention**

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

**19 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

19.1 The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

19.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

**20 Whistleblower Protection Rights**

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

Attachments:

- \_\_\_\_\_ A. Federal Grant Agreement
- \_\_\_\_\_ B. Exhibit A
- \_\_\_\_\_ C. Exhibit B
- \_\_\_\_\_ D. Conflict of Interest Disclosure

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Statutes 16A.15 and 16B.98.*

Signed: Pamela D. Brisson Digitally signed by Pamela D. Brisson  
Date: 2023.01.09 13:23:48 -06'00'

Date: 1/9/2023

SWIFT Contract # 223128

Purchase Order # 3-223329

**2. GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY: NATURAL RESOURCES**

By: \_\_\_\_\_  
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: \_\_\_\_\_

Distribution:

Agency

Grantee

State's Authorized Representative



# AGENDA REQUEST FORM

Date of Meeting: February 7, 2023

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

Agenda Item: FY2023 State of MN SSTS Program Grant Agreement

Department: Planning & Zoning

Caleb Anderson  
Department Head signature

### Background information on Item:

Each year the Minnesota Pollution Control Agency and Minnesota Board of Water and Soil Resources issues grants to counties to administer subsurface sewage treatment systems (SSTS) regulatory programs. The county uses this fund to help pay for staffing to administer and enforce its SSTS ordinance.

### Action Requested:

Consider authorizing County Board Chair to sign the FY 2023 State of Minnesota SSTS Program Grant Agreement and appoint the County Auditor-Treasurer to serve as the County’s Authorized Representative for the grant.

### Financial Impact:

This grant agreement will provide \$18,600 of funding for the Pine County Zoning Department, which is critical to balance the department’s 2023 budget.

**FY 2023 STATE OF MINNESOTA  
 BOARD OF WATER and SOIL RESOURCES  
 MPCA SSTS PROGRAM GRANT AGREEMENT**

<b>Vendor:</b>	0000197310
<b>PO#:</b>	3000015102

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).

<b><i>This grant is for the following Grant Programs:</i></b>		
P23-2358	2023 - Septic Treatment Systems - NRBG (Pine County)	\$18,600
<b>Total Grant Awarded: \$18,600</b>		

**Recitals**

1. The Minnesota Pollution Control Agency (MPCA) transferred to the Board funds for their 2023 Subsurface Sewage Treatment System (SSTS) Program.
2. Minnesota Statutes § 103B.101, Subd. 9(1), and Minn. Stat. § 103B.3369, Subd. 5 authorize the Board to award grants.
3. The Grantee has met the criteria established by statute, the Board, and the MPCA and is eligible to receive MPCA SSTS Grant funds.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the State.
5. As a condition of the grant, Grantee agrees to minimize administration costs.

**Authorized Representative**

The State's Authorized Representative is Brandon Montgomery, MPCA Subsurface Sewage Treatment System Program Coordinator, 520 Lafayette Road, St. Paul, MN 55155, (651) 757-2230, or his successor. The State's Authorized Representative 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 Grantee must immediately notify the Board.

**Grant Agreement**

1. **Terms of 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 or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Governing Law, Jurisdiction, and Venue; 13. Data Disclosure; and 16. Intellectual Property Rights.

## 2. Grantee's Duties

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the program as follows:

2.1 **Reporting:** All data and information provided in a Grantee's report shall be considered public.

2.1.1 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.

2.1.2 The Grantee must display on its website the previous calendar year's detailed information on the expenditure of grant funds and measurable outcomes as a result of the expenditure of funds according to the format specified by the Board, by March 15 of each year.

2.1.3 The Grantee will submit a final progress report to the Board by February 1, 2025. Information provided must conform to the requirements and formats set by the Board.

2.1.4 A late or incomplete annual progress or final report will result in the withholding of any future allocations.

2.2 **Compliance:** The Grantee will comply with Minnesota Rules Chapter 7082.0040 through 7082.0700; and amendments thereto, for Subsurface Sewage Treatment Systems.

## 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. Payment of this grant amount will be made in one installment promptly after execution of the Grant Agreement.

4.2. Any grant funds remaining unspent after the end of the expiration date stated above must 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 stated above for each grant program.

4.5. This grant is an advance payment. Advance payments allow 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

All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Grant Agreement. 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, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, State, or local law.

The Minnesota Department of Administration's Office of Grants Management Policy on Grant Closeout Evaluation (Policy 08 – 13) requires the Board to consider a grant applicant's past performance before awarding subsequent grants to them. The Board must consider a grant applicant's performance on prior grants before making a new grant award of over \$5,000. The Board may withhold payment on this grant and grants from other programs if the Grantee is not in compliance with all Board reporting requirements.

Minnesota Statutes §103C.401 (2014) establishes the Board's obligation to assure program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law, the Board has the authority to require the repayment of grant funds, or an additional penalty. Penalties can be assessed at a rate up to 100% of the Grant Agreement.

## 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 State 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 amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved 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 State 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 verification. 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 State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State 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.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify 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. 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.

**12. Termination**

12.1. The State 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.

12.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

12.3. The State 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 State 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.

**13. 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.

**14. Prevailing Wage**

It is the responsibility of the Grantee or contractor to pay prevailing wages 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 rates 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.

**15. 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.

**16. 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. Works 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 States 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: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# AGENDA REQUEST FORM

Date of Meeting: February 7, 2023

- 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

  
 \_\_\_\_\_  
 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 1<sup>st</sup> 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 2023-04 extending a special assessment as follows:

- Daniel and Jamie Hendrix, PID 06.0259.000, \$20,000.00
- Thomas and Traci Dubois, PID 13.0424.001, \$18,750.00
- Gregory and Lisa Larson, PID 04.0134.001, \$19,000.00
- Samuel and Nicole Lewis, PID 10.0088.000, \$26,200.00
- Lewis and Shannon Brockette, PID 17.0208.004, \$19,650.00
- Patrick and Patricia Reicherts, PID 21.0241.000, \$20,000.00
- Brent Jones and Kelly Petricka, PID 26.0219.000, \$23,132.00
- Raghad Dhahad, PID 06.0154.000, \$17,700.00

### Financial Impact:

Grant funds have been utilized to install the systems.

**PINE COUNTY RESOLUTION EXTENDING  
SEPTIC FIX-UP SPECIAL ASSESSMENT  
RESOLUTION No. 2023-04**

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 20 years, beginning in 2024, against Pine County Parcel 06.0259.000 in the amount of \$20,000.00 with equal principal payments and 1% interest owned by Daniel and Jamie Hendrix.

NOW THEREFORE BE IT RESOLVED, that the County of Pine extends a special assessment for a term of 19 years, beginning in 2024, against Pine County Parcel 13.0424.001 in the amount of \$18,750.00 with equal principal payments and 1% interest owned by Thomas and Traci Dubois.

NOW THEREFORE BE IT RESOLVED, that the County of Pine extends a special assessment for a term of 19 years, beginning in 2024, against Pine County Parcel 04.0134.001 in the amount of \$19,000.00 with equal principal payments and 1% interest owned by Gregory and Lisa Larson.

NOW THEREFORE BE IT RESOLVED, that the County of Pine extends a special assessment for a term of 26 years, beginning in 2024, against Pine County Parcel 10.0088.000 in the amount of \$26,200.00 with equal principal payments and 1% interest owned by Samuel and Nicole Lewis.

NOW THEREFORE BE IT RESOLVED, that the County of Pine extends a special assessment for a term of 20 years, beginning in 2024, against Pine County Parcel 17.0208.004 in the amount of \$19,650.00 with equal principal payments and 1% interest owned by Lewis and Shannon Brockette.

NOW THEREFORE BE IT RESOLVED, that the County of Pine extends a special assessment for a term of 20 years, beginning in 2024, against Pine County Parcel 21.0241.000 in the amount of \$20,000.00 with equal principal payments and 1% interest owned by Patrick and Patricia Reicherts.

NOW THEREFORE BE IT RESOLVED, that the County of Pine extends a special assessment for a term of 23 years, beginning in 2024, against Pine County Parcel 26.0219.000 in the amount of \$23,132.00 with equal principal payments and 1% interest owned by Brent Jones and Kelly Petricka.

NOW THEREFORE BE IT RESOLVED, that the County of Pine extends a special assessment for a term of 18 years, beginning in 2024, against Pine County Parcel 06.0154.000 in the amount of \$17,700.00 with equal principal payments and 1% interest owned by Raghad Dhahad.

Dated this 7<sup>th</sup> day in February, 2023.

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Stephen M. Hallan, Chair  
Pine County Board of Commissioners

ATTEST:

---

David J. Minke  
County Administrator



# AGENDA REQUEST FORM

Date of Meeting: February 7, 2023

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

Agenda Item: Operation Community Connect Accounts

Department: Auditor-Treasurer

  
 Department Head signature

### Background information on Item:

The Pine County Operation Community Connect is an annual event where many resources and providers come together in one place and are available to anyone and everyone in the community. In the past, Pine County and the United Way of Carlton County (which also serves Pine County, despite its name) host and facilitate the event. This year, Pine County will be taking the lead on the event, which means accepting donations for the expenses and paying the expenses.

### Action Requested:

Consider committing accounts 12-481-486-0002-5761 (Operation Community Connect Donations), and 12-481-486-0002-6802 (Operation Community Connect Program Expense) to the purpose of the Operation Community Connect events.

### Financial Impact:

This will reduce the unassigned cash balance if the donations exceed the expenses but will create a fund balance for future years' events.



# AGENDA REQUEST FORM

Date of Meeting: 02/07/2023

- County Board**
  - Consent Agenda
  - Regular Agenda
- Personnel Committee
- Other \_\_\_\_\_

5 mins.  10 mins.  15 mins.  Other

Agenda Item: Approve promotion

Department: HHS

*Rebecca Foss*

Department Head signature

### Background information on Item:

HHS recently held interviews for the Community Support Technician position. The position was offered to and accepted by internal candidate Lisa Stoffel, contingent on board approval. If approved, the promotion would take effect on February 8 (Grade 7, \$26.16/hour).

### Action Requested:

Approve the internal promotion of Lisa Stoffel from a case aide to the Community Support Technician, effective February 8, 2023 (Grade 7, \$26.16/hour).

### Financial Impact:

The services associated with this position used to be provided via a contract with Lighthouse Child and Family Services. The contract expired on December 31, 2022. Other counties in the region provide this service internally, and are pleased with the results. All expenses associated with this position are funded through the Moose Lake Allocation (Catchment Funds).



# AGENDA REQUEST FORM

Date of Meeting: 2/7/2023

- 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 an Office Support Specialist position, which was vacant due to an internal transfer. The position was offered to and accepted by Amber Kopyy, pending board approval and an acceptable background check. If approved, Amber would begin employment on February 8, 2023 at \$17.98/hour (Grade 2, Step 3).

### Action Requested:

Authorize the hiring of Amber Kopyy as an Office Support Specialist effective February 8, 2023 at \$17.98/hour (Grade 2, Step 3).

### Financial Impact:

The position is contained in the 2023 HHS budget.



# AGENDA REQUEST FORM

Date of Meeting: \_\_\_\_\_

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

Agenda Item: \_\_\_\_\_

Department: \_\_\_\_\_

Rebecca Foss  
Department Head signature

**Background information on Item:**

**Action Requested:**

**Financial Impact:**



# AGENDA REQUEST FORM

Date of Meeting: 02/07/2023

- 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:

HHS recently held interviews for an Eligibility Worker position left vacant by a resignation. The position has been offered to and accepted by Jami Newlin, contingent on board approval. If approved, Jami would begin employment with Pine County on February 13, 2023 at \$20.90/hour (Grade 6, Step 1).

### Action Requested:

Approve the hiring of Jami Newlin as an eligibility worker effective February 13, 2023 at \$20.90/hour (Grade 6, Step 1).

### Financial Impact:

This position is contained in the 2023 HHS budget.



# AGENDA REQUEST FORM

Date of Meeting: 2/7/2023

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

**Agenda Item:** Approve New Hire

**Department:** Pine County Sheriff's Office

  
\_\_\_\_\_  
Department Head signature

**Background information on Item:**

Interviews were recently held for a full-time Deputy Sheriff position. The position was offered to and accepted by Eric Gruninger, pending board approval. If approved, Eric would begin employment on February 21, 2023, at \$28.60/hour (Grade 10, Step 2).

**Action Requested:**

Authorize the hiring of Eric Gruninger as a full-time Deputy Sheriff effective February 21, 2023, at \$28.60/hour (Grade 10, Step 2).

**Financial Impact:**

The position is contained in the 2023 Pine County Sheriff's Office budget.



# AGENDA REQUEST FORM

Date of Meeting: February 7, 2023

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

Agenda Item: Advanced Septic System Inspection Course

Department: Planning & Zoning

Caleb Anderson  
Department Head signature

### Background information on Item:

Pine County has seen an increase in commercial septic system installations in recent years, which often requires advanced system designs and inspections. Currently the County does not have staff with the certification to inspect advanced septic systems, but only basic septic systems.

Lukas Olson, who began employment in Pine County in May 2018, completed the Intermediate SSTS Design and Inspection course in 2022. To complete his certification, he must take the Advanced SSTS Design and Inspection course. He was previously authorized to take the course in the 2022 budget year but did not end up taking it that year.

### Action Requested:

Authorize Lukas Olson to attend the Advanced SSTS Design and Inspection course held October 2-6, 2023, in Alexandria, Minnesota.

### Financial Impact:

Tuition is \$570.00. Lodgings for five nights is budgeted at \$500. Mileage is budgeted at \$199.12. The total training cost is \$1,269.12. This is within the Zoning Department budget for 2023.



# AGENDA REQUEST FORM

Date of Meeting: 02/07/2023

- County Board**
  - Consent Agenda
  - Regular Agenda
- Personnel Committee
- Other \_\_\_\_\_

5 mins.  10 mins.  15 mins.  Other

Agenda Item: Approve attendance at conference

Department: HHS

*Rebecca Foss*

Department Head signature

### Background information on Item:

Fraud Investigator Kari Rybak has requested to attend the Minnesota Fraud Investigator's Association 35th Annual Spring Conference from May 3 to May 5 in Cohasset, MN.

### Action Requested:

Authorize Fraud Investigator Kari Ryback to attend the MN Fraud Investigator's Association Spring Conference from May 3 - 5 in Cohasset, MN.

### Financial Impact:

Registration: \$185

Accommodations and Meals: \$391.26

Total Expense: \$576.26

There are funds in the HHS budget to cover the expenses associated with attendance at this conference.



# AGENDA REQUEST FORM

Date of Meeting: 02/07/2023

- County Board**
  - Consent Agenda
  - Regular Agenda
- Personnel Committee
- Other \_\_\_\_\_

5 mins.  10 mins.  15 mins.  Other

Agenda Item: Conference Attendance

Department: HHS

Rebecca Foss  
Department Head signature

### Background information on Item:

Social Workers Ashley Gnat, Esther Sereti and Deanna Williams have requested to attend the Minnesota Social Services Association (MSSA) Conference from March 15 - 17 in Minneapolis.

### Action Requested:

Authorize Social Workers Ashley Gnat, Deanna Williams and Esther Sereti to attend the MSSA Conference from March 15 to 17 in Minneapolis.

### Financial Impact:

Registration: \$264/person (\$792 total)

Meals: \$36/person (\$108 total)

Travel: \$450 total (ride share)

Total cost: \$1,350

There are funds in the HHS budget to cover the expenses associated with attendance at the conference.



**MINUTES**  
**PINE COUNTY TECHNOLOGY COMMITTEE**

District 1      Commissioner Hallan  
 District 2      Commissioner Mohr

**Tuesday January 24th, 2023 9:00 a.m.**  
**Via Zoom Link**  
**Pine City, MN**

Present: Commissioner Hallan, Commissioner Mohr, IT Manager Ryan Findell, IT Specialist Sr. Kent Bombard, County Administrator David Minke, Child Support Supervisor Jodi Blesener, Jail Administrator Rodney Williamson, HR Manager Jackie Koivisto

1. Called meeting to order at 9:00am
2. 2023 IT Dept. Budget and Project Overview
  - Discussion was held on the 2023 budget for the IT department. IT Manager Ryan Findell presented budget numbers along with current projects and a revised hardware replacement schedule. The Tax/CAMA project is the most impactful on the IT department workload for 2023. The DotGOV transition for Pine County’s email and website domain will start in Summer/Fall of 2023.
3. Video Conferencing Privacy and Security
  - Discussion was held on security options for video meetings including the County Board meeting. Recently attempts have been made by malicious actors to interfere with the Board meeting. The committee looked at surrounding counties processes for Board meetings including if there was public comment made remotely, live streamed and if it was recorded.

County	Public Comment Online	Live Streamed	Audio	Video	Recorded
Carlton	No	Yes - Website	Yes	Yes	Yes - Website
Chisago	No	Yes – Website During Meeting Only	N/A	N/A	No
Isanti	No	Yes - Website	Yes	Agenda Only	Yes - Website
Kanabec	Yes	No	N/A	N/A	No

Morrison	2 Day Notice	Yes	Yes	Yes	Yes - YouTube
Pine	Yes	Yes - YouTube	Yes	Yes	Yes - YouTube

- Discussion was held on Morrison Counties “to participate remotely notice”. Morrison county allows remote participation if the county is notified 48 hours in advance.
- Requirements of the open meeting law were discussed. Public comments must be allowed for public hearings. Public comment periods are optional. Testimony may be allowed via video/telephone, but it is not required.
- Recommendation of the committee is to continue to allow public comment at regular meetings, but to request advance notice for remote comments. The live stream address will continue to be posted on the website.
- All other items for the board meetings currently including the live stream and recorded on YouTube would stay the same. Meetings that are not live streamed or if the technology isn’t available for would continue to operate as they have before.

4. Adjourned at 9:52 am

**Pine County Facilities Committee Minutes**  
**Wednesday, February 1, 2023, 9:00 a.m.**  
**Pine County Courthouse**  
**Pine City, Minnesota**

Members:

Commissioner J.J. Waldhalm

Commissioner Matt Ludwig

Members Present: Commissioner Ludwig, Commissioner Waldhalm

Others Present: Ryan Findell, IT Manager; Jeff Nelson, County Sheriff; Pete Umbreit, Building Maintenance Supervisor; Rod Williamson, Jail Administrator; Jodi Blesener, Child Support Supervisor; Kelly Schroeder, Auditor/Treasurer and David Minke, County Administrator.

1. The meeting was called to order at 9:02 a.m.
2. **Motion** by Commissioner Ludwig to approve the agenda. Second by Commissioner Waldhalm. Motion carried 2-0.
3. **Motion** by Commissioner Waldhalm to approve the Minutes of the December 12, 2022 meeting. Second by Commissioner Ludwig. Motion carried 2-0.
4. Jail Study Updated Plan  
Rod has worked with BKV to revise the plan to stay within the current building footprint and reduce the cost. The revised plan increases the number of separations, adds dry cells and positive pressure cells, adds recreation space for females, and improves the program space. The program space would include the addition of two ITV stations (3 total) for inmates to join their court proceedings. The updated project cost estimate is \$2,697,161-\$3,252,995.
5. Jail Camera / Door Integration Project Update  
The project is complete. When a door is open, the camera automatically displays that door for master control. Additional cameras have been added and audio in select areas. MCIT is encouraging greater use of cameras.
6. Other project updates
  - The Uninterruptable Power Supply (UPS) project is complete.
  - The front doors at courthouse have been upgraded to include electronic crash bars.
  - Pete has a quote to add ventilation for a drying room at the Sandstone sheriff's office. Project estimate is \$1,500.
7. With no further business, the meeting was adjourned at 10:23 a.m. The next meeting is April 5, 2023 at 9:00 a.m.



## COUNTY BOARD AGENDA REQUEST

Date of Meeting: February 7, 2023

Consent Agenda     Regular Agenda

Item Title: DNR Land Acquisition

Department: Administration

A handwritten signature in black ink, which appears to read "Dan L. Mink". The signature is written in a cursive style and is positioned above a horizontal line.

Department Head signature

### Background information on Item:

The owners of PID 430192000 & 430191000 located at 10806 550th St., Rush City, have been working with Pheasants Forever East Central Spurs Chapter and Statewide Pheasants Forever and the Minnesota Department of Natural Resources to sell the two parcels.

Joshua Koelsch, DNR Assistant Area Wildlife Manager, has submitted the attached information and will attend the meeting to answer questions.

The agenda item is for information only.

### Action Requested:

No action is requested or required.

PID: 430192000 & 430191000

911 Address: 10806 550<sup>th</sup> St Rush City

Owner(s): Nellum Partnership

John Mullen

1119 McKnight Rd S

St. Paul, MN 55119

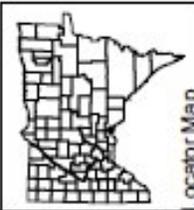
Partners: Pheasants Forever East Central Spurs Chapter and Statewide Pheasants Forever

Estimated Pilt Payments (Based on 2022 County Tax Assessment Values): \$2400.75

2022 Tax Assessment: \$2336

#### Payment in Lieu of Taxes (PILT)

- Under state law, Payments in Lieu of Taxes (PILT) are made to local governments for state-owned natural resources land located within a county.
- These PILT payments help counties pay for local services like law enforcement, fire safety, and schools, just as property taxes do.
- The state of Minnesota distributes PILT payments from its main operating general fund. Counties receive PILT payments based on requirements in Minnesota statute. Counties distribute PILT payments to Townships and school districts.
- The DNR calculates PILT amounts to each local government and the Department of Revenue is responsible for distributing PILT payments to counties for disbursing funds to the townships and school districts that receive them.
- In Fiscal Year 2018, the state paid nearly \$36 million in PILT to counties, townships and some school districts related to about 8.5 million acres of state owned land.



- Legend**
- Interstate Trunk Highway
  - U.S. Trunk Highway
  - MN Trunk Highway
  - County Highway
  - Municipal Road
  - Township or Other Road
  - Ramp



# COUNTY BOARD AGENDA REQUEST

Date of Meeting: February 7, 2023

Consent Agenda     Regular Agenda

Item Title: Revolving Loan Fund

Department: Administration/Economic Development

\_\_\_\_\_  
Department Head signature

### Background information on Item:

At the June 20, 2017 board meeting, the Pine County Commissioners accepted funds from the Pine Economic Development Corporation, which were allocated to the Pine County Revolving Loan Fund (RLF). The balance of the Pine County RLF is \$19,099.70 and can only be loaned to businesses through the Pine County HRA-EDA.

At the January 25, 2023 board meeting, the Pine County HRA-EDA resolved to apply to the United States Department of Agriculture – Rural Development (USDA-RD) for their Rural Business Development Grant (RBDG) program. The RBDG is a competitive grant designed to support targeted technical assistance, training and other activities leading to the development or expansion of small and emerging private businesses in rural areas that have fewer than 50 employees and less than \$1 million in gross revenues. Grant funds must be used on projects to benefit small and emerging businesses in rural areas in a variety of ways, including the capitalization of revolving loan funds for start-ups and working capital.

Pine County HRA-EDA is eligible to apply for the grant funds to create a revolving loan fund and receive technical assistance for the initial implementation. Pine County HRA-EDA intends to match the request for a \$100,000 grant from RBDG using \$19,099.70 from County's revolving loan fund and the balance from the HRA fund. Matching funds are not required, but do increase the applications ranking score. If RBDG's portion of project funding is:

- Less than 20 percent—30 points;
- 20 but less than 50 percent—20 points;
- 50 but less than 75 percent—10 points; or
- 75 percent or more—0 points

### Action Requested:

1. Consider transferring the RLF funds to the Pine County HRA-EDA .



# AGENDA REQUEST FORM

Date of Meeting: February 7, 2023

- County Board**
  - Consent Agenda
  - Regular Agenda      5 mins. \_\_\_ 10 mins. x 15 mins. \_\_\_ Other \_\_\_
- Personnel Committee**
- Other** \_\_\_\_\_

Agenda Item: 2023 Aquatic Invasive Species Program

Department: Planning & Zoning

Caleb Anderson  
Department Head signature

### Background information on Item:

Beginning in 2014, Minnesota Statute 477A.19 allocated counties across Minnesota Aquatic Invasive Species (AIS) Prevention Aid dollars to provide for site-level management, countywide awareness, and other procedures that the county finds necessary to achieve compliance of Minnesota’s AIS laws. In 2023, Pine County will be receiving \$122,810 in aid to carry out the County Board’s AIS Plan. Pine County also has \$144,794.34 left unspent from previous years’ aid, leaving a total available for the 2023 AIS Plan of \$267,607.34

On January 20, 2023 Pine County Planning and Zoning hosted a meeting with partnering organizations to discuss AIS. Partners were also invited to submit applications requesting AIS funding. Several lake associations and partnering organizations attended and submitted funding requests. The 2023 AIS Plan, compiled from all requests, is budgeted at \$200,747.51.

### Action Requested:

Consider adopting resolution 2023-05 adopting the 2023 Aquatic Invasive Species Plan.

### Financial Impact:

No levy dollars are associated with this request. All costs associated with the plan are to be paid out of Pine County’s AIS Prevention Aid. If all requested activities are approved and spent, \$66,859.83 would be remaining to rollover to 2024.

**PINE COUNTY RESOLUTION APPROVING  
2023 AQUATIC INVASIVE SPECIES PLAN**

**Resolution 2023-05**

**WHEREAS**, Pine County acknowledge Minnesota Waters are threatened by aquatic invasive species, and

**WHEREAS**, 2022 Minnesota State Statue 477A.19 apportioned Pine County aquatic invasive species prevention aid to mitigate the spread of such species, and

**WHEREAS**, Pine County has drafted a plan in accordance with the guidelines provided in the statute and in coordination with interested lake associations and public, and

**NOW, THEREFORE, BE IT RESOLVED**, Pine County adopted the 2023 Aquatic Invasive Species Plan on this date, February 7, 2023.

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Stephen M. Hallan, Chair  
Pine County Board of Commissioners

**Terry Lovgren, Vice Chair**  
**Pine County Board of Commissioners**  
ATTEST:

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

<b>2023 AIS PLAN</b>	<b>ACTIVITY</b>	<b>PARTNER</b>	<b>2023 County AIS Budget</b>
<b>AIS Control</b>	Mechanical Treatment of Curlyleaf Pondweed in Pokegama Lake	Pokegama Lake Assoc.	\$ 2,000.00
	Chemical Treatment of Curlyleaf Pondweed and Eurasian Water Milfoil in Pokegama Lake	Pokegama Lake Assoc.	\$ 26,830.00
	Chemical Treatment of Eurasian Watermilfoil on Sturgeon and Sand Lakes	Windemere Lake Assoc.	\$ 40,000.00
	Chemical Treatment of Eurasian Watermilfoil on Upper Pine Lake	Upper Pine Lake Assoc.	\$ 12,920.00
	Chemical Treatment of Curlyleaf Pondweed and Eurasian Water Milfoil in Cross Lake	Cross Lake Assoc.	\$ 15,300.00
	Cros Lake 3-year vegetation management plan	Cross Lake Assoc.	\$ 6,800.00
		<b>SUBTOTAL</b>	<b>\$ 103,850.00</b>
<b>Monitoring</b>	Zebra Mussel Veliger and Spiny Water Flea Early Detection	Wild Rivers Conservancy	\$ 3,000.00
	Invasive Phragmites Roadside Survey	Wild Rivers Conservancy	\$ 4,000.00
		<b>SUBTOTAL</b>	<b>\$ 7,000.00</b>
<b>Youth</b>	Rivers Are Alive Program	Wild Rivers Conservancy	\$ 10,000.00
			<b>SUBTOTAL</b> \$ 10,000.00
<b>Prevention</b>	Watercraft Inspection Program	Pine County	\$ 25,000.00
			<b>SUBTOTAL</b> \$ 25,000.00
<b>Education</b>	Giveaway Items (pens, magnets, key floats, etc.)	Pine County	\$ 1,000.00
	Countywide advertising campaign	Pine County	\$ 1,000.00
	Cross Lake residents to take AIS courses through Univ. MN	Cross Lake Assoc.	\$ 500.00
	AIS materials for outreach to Cross Lake residents and visitors	Cross Lake Assoc.	\$ 13,500.00
	AIS Outreach to Big Pine Lake	Big Pine Lake Assoc.	\$ 500.00
	MN Traditions Social Media Program	Mississippi Headwaters Board	\$ 2,000.00
		<b>SUBTOTAL</b>	<b>\$ 18,500.00</b>
<b>Admin</b>	AIS Coordinator (.25 FTE)	Pine County	\$ 31,397.51
	General Support for Wild Rivers Conservancy AIS Program	Wild Rivers Conservancy	\$ 5,000.00
		<b>SUBTOTAL</b>	<b>\$ 36,397.51</b>
<b>Total</b>		<b>GRAND TOTAL</b>	<b>\$ 200,747.51</b>

**Resolution 2023-03**  
**of the Pine County Board of Commissioners**

**A Resolution of Support for East Central Energy's Border-to-Border Broadband Grant Application and Project**

**WHEREAS**, the mission of East Central Energy is to provide high-speed efficient and affordable fiber broadband internet to every home and business in its service area to foster community vitality, affordable and quality health care, equitable education, a strong economy, and efficient government;

**WHEREAS**, East Central Energy is applying to the 2023 Minnesota Border-to-Border Broadband Development Grant Program to service portions of six townships generally west of the cities of Hinckley and Sandstone; and

**WHEREAS**, The Border-to-Border Broadband Development Grant Program is intended to fund the expansion of broadband service to areas of Minnesota that are unserved or underserved and the areas identified are unserved or underserved.

**NOW, THEREFORE, BE IT RESOLVED**, the Pine County Board of Commissioners endorses East Central Energy's Broadband Project to provide to fiber broadband internet to its service area; and

**BE IT FURTHER RESOLVED**, Pine County commits \$11,000 for the Pine County portion of the 2023 Minnesota Border-to-Border Broadband Development Grant Program. Such funds to come from the previously allocated American Rescue Plan Act (ARPA) funds.

Approved this 7<sup>th</sup> day of February, 2023, Pine County, Minnesota.

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Stephen M. Hallan, Chair  
Terry Lovgren, Vice Chair  
Pine County Board of Commissioners

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David J. Minke, Administrator  
Clerk to Board of Commissioners



## COUNTY BOARD AGENDA REQUEST

Date of Meeting: February 7, 2023

Consent Agenda     Regular Agenda

Item Title: Establish Dates for Special Meetings

Department: Administration

A handwritten signature in black ink, which appears to read "Darl J. Munk". The signature is written in a cursive style and is positioned above a horizontal line.

Department Head signature

### Background information on Item:

At the January 17, 2023 county board meeting, commissioners requested a Special Meeting/Committee of the Whole to further discuss recycling. March 14, 2023 is suggested as a possible date. In addition to recycling, we are working to develop other topics for the meeting including an update on the I-35 Traffic Study and Tribal Economy Business Park Feasibility Study.

Annually in the spring, the county board conducts a Special Meeting/Committee of the Whole to discuss roads, public works, and conduct the annual road tour. April 11 or April 25, 2023 are possible dates. The proposed meeting location is the North Pine Government Center, Sandstone, starting at 9:00 a.m.

### Action Requested:

1. Set a Special Meeting-Committee of the Whole for March 14, 2023, at 9:00 a.m., at the Pine County Courthouse, for the purpose of discussing and considering action related to recycling and solid waste management, considering an update on the I-35 Traffic Study and Tribal Economy Business Park and Feasibility Study and other topics that are included on the meeting agenda.
2. Set a Special Meeting-Committee of the Whole for April 11 or April 25, 2023 at 9:00 a.m. at the North Pine Government Center, Sandstone, for the purpose of discussing and considering action related to county highways and public works and to conduct a road tour of county highways.

**UNAPPROVED**

**Pine County Housing & Redevelopment / Economic Development Authority  
Meeting Minutes – January 25, 2023 1:00 PM  
North Pine Government Center - 1602 Hwy 23 No., Sandstone, Minnesota**

**Members present:** Mary Kay Sloan, Henry Fischer, Leaha Jackson, Traver Gahler, Rick Lewis

**Members absent:** None

**Pine County Commissioners present:** Matt Ludwig

**Others present:** HRA/EDA Executive Director/County Administrator David Minke, Economic Development Coordinator Lezlie Sauter. Attending via video, President of SMR Management, Inc. Joleen Pfau (video), County Auditor/Treasurer Kelly Schroeder (video).

1. Chair Sloan called the meeting to order at 1:00 PM.
2. The pledge of allegiance was said.
3. No public comments were received.
4. *Motion by Gahler to approve the agenda, seconded by Jackson. Motion carried 5-0.*
5. *Motion by Fischer, seconded by Gahler to approve minutes of the December 28, 2022 board meeting. Motion carried 5-0.*
6. There was no correspondence.
7. The HRA/EDA Commissioners' expense claims forms were reviewed. *Motion by Jackson, seconded by Sloan to approve expenses as presented. Motion carried 5-0.*
8. Operational Reports (SMR Management)  
The management and financial reports were presented by Pfau, noting the one vacancy and another move-out notice however there are applications for these units so they will not remain vacant any longer than the time that is needed to make repairs. The 4<sup>th</sup> Quarter Investment report was presented by Schroeder.  
*Motion by Lewis, seconded by Jackson to accept the reports as presented. Motion carried 5-0.*
9. MN Chapter of the National Association of Housing and Redevelopment Officials (NAHRO) Day at the Capital  
Chair Sloan indicated interest in attending the event with Sauter.  
*Motion by Jackson, seconded by Gahler to approve staff and any interested commissioners to attend the event. Motion carried 5-0.*
10. Resolution Authorizing an Application to the Rural Business Development Grant program to establish a Pine County Revolving Loan Fund  
*Motion by Jackson, seconded by Gahler to authorize the application and resolution. Motion carried 5-0.*  
*Motion by Gahler, to match up to \$100,000 including a request to the County Board for the balance held by Pine County (\$19,099.70) from the dissolution of Pine Economic Development Corporation, seconded by Lewis. Motion carried 5-0.*

*Chair Sloan appointed Gahler and Lewis to the Loan Committee, in addition to staff Minke and Sauter.*

11. Annual Audit

Minke reviewed the engagement letter from Redpath indicating interest in performing the 2022 audit.

*Motion by Fischer, seconded by Jackson to accept the engagement letter from Redpath for the 2022 Audit. Motion carried 5-0.*

There was nothing to report on the investigation.

12. Committee Reports

12.1 Facility Management: The committee met today (January 25) and reviewed the 10-year capital improvement plan. The committee is looking to earmark \$100,000 initially and then intend to transfer \$6,000 per month to the earmark to cover the estimated costs of improvements and repairs. The committee has approved management staff to start collecting bids on replacing the two boiler units.

12.2 Board Policies: None.

12.3 Housing and Development Projects: Next committee meeting is scheduled for February 13 at 4pm.

13. Member Reports/Updates

Fischer asked about mileage reimbursement, and Minke was able to provide direction on where to find the mileage reimbursement rate.

14. Adjourn With no further business, the meeting was adjourned at 2:00 PM

Next Regular Meeting, February 22, 2023 - 1:00 pm, North Pine Government Center, Sandstone, Minnesota.

ATTEST:

\_\_\_\_\_  
David J. Minke  
Executive Director

\_\_\_\_\_  
Mary Kay Sloan  
Board Chair

## What is Probation?

Probation is one form of community supervision, which is an umbrella term that includes probation, supervised release, and pre-trial services. Many people use the term probation and community supervision interchangeably. Throughout this document, probation is used to refer to all parts of the community supervision system which are defined below.

### Pre-Trial Supervision

Pretrial supervision is community supervision of person that has not yet been convicted of a crime. Agents ensure clients show up to court, comply with conditions of release, and connect them with voluntary services like substance use disorder and mental health treatment.

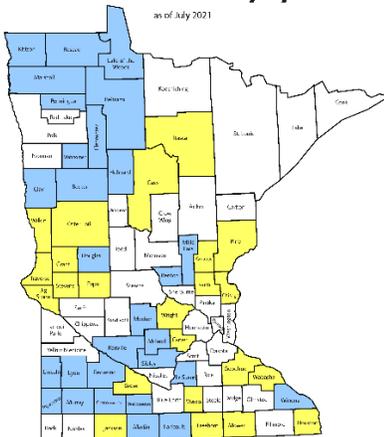
### Supervised Release

Community supervision for those who committed felony offenses are released from prison on their court-ordered release date. In Minnesota, state law requires most people serve two-thirds of their sentence in prison and one-third in the community under supervision. Some people who require greater supervision are placed on intensive supervised release.

### Probation

A community supervision sanction imposed on a person by the court as an alternative to or in conjunction with confinement or intermediate sanctions. They may be convicted of felony, gross misdemeanor, or misdemeanor offenses

### Correctional Delivery Systems



There are three probation delivery systems in Minnesota that use a combination of state and county provided services. **Counties provide about 80% of the probation and supervised release services in the state and the Department of Corrections (DOC) provides the other 20%.**

#### DOC

State Corrections Department provides all supervision services.

#### DOC/CPO

State Corrections Department provides services for adult felons; county provides services for juveniles/adult non-felons.

#### CCA

Community Corrections Act provides all supervision services.

## How is Probation Funded in Minnesota?

**Every probation delivery system has its own method of funding.**

- The DOC receives a direct agency appropriation from the Legislature and is included in the Governor's budget request to the Legislature. The Legislative funding is the main source of funding for the DOC. For DOC contract counties, the DOC provides all supervision services and bills the county for juvenile and adult non-felony cases. The county is eligible for a 50% reimbursement of costs just like the CPO Counties described in the next paragraph.
- CPO counties provide and pay for probation services for juveniles and adult non-felons, which is reimbursable up to 50% from the DOC. If the Legislature does not appropriate enough money to the DOC to reimburse the entire 50% of costs, the DOC pro-rates the reimbursements. CPO counties have not received the complete reimbursement amount since the 1990's.
- CCA counties receive a subsidy from the Legislature after it passes through the DOC budget. The subsidy is distributed to the CCA counties through a complicated formula considering population, case filings, criminal defendants that are not sent to prison, and adjusted net tax capacity. In most counties, the state subsidy does not cover more than 1/3 of costs for probation that is provided by the county on behalf of the DOC – well below the intended 50% cost-share by the state.

## The Problem – Confusion and Underfunding

The three different funding mechanisms used to fund Minnesota’s probation systems are not only difficult to understand but also create inequalities in service and outcomes. Every year, the three delivery systems approach the Legislature separately for funding to provide an essential public safety service. Counties are at a disadvantage because they are not at the table as a state agency therefore, they must rely on the DOC to include county funding in the governor’s proposed budget. If that does not happen, counties must bring an independent bill to ask for funding. When choosing between the state budget and county subsidies and reimbursements, legislators often cut the county funding proposals, which means that counties – who deliver more than 80% of the State’s probation services – are consistently underfunded. Even when the DOC field services budget gets an increase, it has not been enough to hire additional field agents to meet the needs of Minnesota.

**Minnesota is last in the nation when it comes to general fund spending on corrections – institutions and probation services. The impact is felt severely by smaller counties with fewer resources. Without proper resources, probation staff cannot do their job effectively which impacts public safety in every county regardless of delivery system.**

## The Solution – Modernizing and Fully Funding the Formula To Create Better Outcomes

AMC has gone to the Legislature year after year for funding to support better outcomes but has been unsuccessful in obtaining any meaningful changes. Until the outdated formula and funding structure are amended, counties will be required to make up the difference between what the state provides and what public safety necessitates through increased property tax levies. Counties have the solution and are unified in their proposal to fix the probation funding formula.

**The AMC Community Supervision Workgroup is creating a better probation funding formula to apply one method of funding for all counties.** All three probation delivery systems are retained in this proposal, preserving county choice. The simplified formula will be based on data from a workload study that is currently underway and will be used to calculate the actual cost for probation. The workload study is tracking the work of agents throughout the state to determine how many staff are required to provide evidence-based practices throughout the state. Once the required staffing is determined, the Workgroup will determine the daily cost of probation for each case which will be the basis for legislative appropriations. This will ensure that counties are part of the same funding stream as the DOC, so the entire system is funded as part of the state budget. Increased appropriations to accompany the new formula are necessary to ensure that all counties can maintain a base level of probation services and provide evidence-based practices that are proven to reduce the rate of reoffence.

## The County Ask

**AMC is asking the legislature to support Minnesota’s probation system by passing the formula created by the AMC Community Supervision Workgroup and appropriate additional funding to correct decades of underfunding.**

If you have questions or would like more information, please contact Carli Stark, AMC Public Safety Policy Analyst and MACCAC Director, at 651-789-4335 or [cstark@mncounties.org](mailto:cstark@mncounties.org).

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