



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 2, 2021, 10:00 a.m.

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

- **The Meeting Will be In Person and Via WebEx (video / phone conference) and streamed live on the internet.**
- **Not more than two county commissioners will be present in the meeting room.**
- **The public may join the meeting via WebEx, in person at the meeting room, or watch the livestream.**
- **If joining the meeting in person, the total number of persons (including commissioners) cannot exceed 10 and social distancing of at least 6 feet will be in effect.**

The Governor of the State of Minnesota has issued Executive Order 20-01 Declaring a Peacetime Emergency and Coordinating Minnesota's Strategy to Protect Minnesotans from COVID-19. On March 24, 2020 the Pine County Board of Commissioners declared a local emergency for Pine County.

Based on these conditions, the Chair of the Pine County Board of Commissioners has determined that the requirements of Minnesota Statute 13D.021, Subd. (1) have been met and it is not practical or prudent for all members of the county board to meet in person.

The public is invited to join the meeting in person or remotely: by phone call 1-650-215-5226, (access code): 175 063 3589, (password): suGcpbFM338. Click the link on the county website (www.co.pine.mn.us) for more information and to watch a live stream broadcast of the meeting.

- A) Call meeting to order
- B) Pledge of Allegiance
- C) 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
Approve Minutes of January 19, 2021 County Board Meeting and Summary for publication.
- F) Minutes of Boards, Reports and Correspondence
Pine County Chemical Health Coalition Minutes – January 2021
Pine County Land Surveyor Monthly Report – January 2021
- 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**

Consider approval of the following applications, and authorize Board Chair and County Administrator to sign (where applicable):

A. **Disaster Abatements**

- i. Bruce Ripley, PID 30.0184.001, Sandstone Township, fire 12/29/19, did not become habitable in 2020;
- ii. Genell Klande, PID 28.0734.004, Pokegama Township, fire 8/12/20, did not become habitable in 2020;
- iii. Verjoooc Gostin, PID 45.5094.000, Sandstone City, fire 5/08/20, moved back in November 10, 2020 (5 months of abatement)

B. **Premises Permit**

Resolution 2021-08 approving premises permit for the Pine City Youth Hockey Association to conduct lawful gambling at Lake Appeal, 13646 Muffies Ln, Grasston (Pokegama Township)

C. **2021 Tobacco License**

- i. Floppie Crappie Lakeside Pub

D. **2021 Solid Waste Collection and Transportation Licenses**

Holdt's Disposal LLC, Matt's Sanitation, Vanderpoel Disposal, Veit Disposal Systems, Mille Lacs Band of Ojibwe, SKB Environmental Cloquet Landfill, Inc., Donna Tourville, Talon Sanitation LLC, Quality Disposal Systems Inc., Tri-Township Disposal District, Curt's Roll-Offs, LLC

2. **Septic Fix-Up Special Assessments**

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

- i. Resolution 2021-03 against PID 25.0138.002, in the amount of \$12,500 for 10 years at 0% interest beginning in 2022.
- ii. Resolution 2021-04 rescinding resolution 2020-71 extending a special assessment against parcel 33.0725.000 in the amount of \$15,000 with \$13,550 remaining unpaid for 9 years at 0% interest beginning in 2022.

3. **Final Payment – Hardrives, Inc.**

Consider approval of final payment to Houle Excavating, LLC in the amount of \$8,304.13 for Contract #1904 related to:

SAP 058-599-044 Located on Balsam Road, 0.2 miles East of Lake 12 Road over unnamed tributary

Authorize County Administrator to sign Certificate of Final Contract Acceptance.

4. **Support of North Pine Riders Federal Recreational Trail Grant for the Soo Line South Trail**

Consider approval of Resolution 2021-09 supporting the North Pine Riders Federal Recreational Trail Grant for the Soo Line South Trail. Authorize Board Chair and County Administrator to sign.

5. **Contracts**

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

- A. **Pine County Health & Human Services and Arrowhead Economic Opportunity Agency, Inc.)** to provide transportation to eligible social service clients. Term: January 1, 2021

through December 31, 2022. Arrowhead is reimbursed at the IRS mileage rate plus an administrative rate of 38 cents per mile for mileage driven.

- B. 2021 Pine County Health & Human Services and Pine Habilitation and Supported Employment (PHASE). PHASE will provide day training and habilitation and supported employment to individuals who are not on a waived program.
PHASE North & Recycling: Daily/\$62.83; Partial/\$47.13; RT Transportation/\$22
PHASE South: Daily/\$103.60; Partial/\$77.71; RT Transportation/\$22
Supported Employment 1:1: 15 minutes / as negotiated
- C. Law Enforcement Contract with City of Willow River – term January 1, 2021 through December 31, 2023. Hourly rates: 2021/\$57.77, 2022/\$59.50, 2023/\$61.29
- D. Law Enforcement Contract with City of Askov – term January 1, 2021 through December 31, 2023. Hourly rates: 2021/\$57.77, 2022/\$59.50, 2023/\$61.29

REGULAR

1. Health Insurance Committee Report

The Health Insurance Committee met on January 21, 2021. (Minutes attached).

The Health Insurance Committee made the following recommendation:

That the Wellness Committee be authorized to select a wellness program from UHC and to provide funding up to \$18,000 per year from the implementation credit.

2. Land and Zoning Advisory Committee Report

The Land and Zoning Advisory Committee will meet on February 1, 2021. Minutes will be provided separately, if available, prior to the county board meeting.

3. 2020 Midwest Medical Examiner's Office Annual Report

Dr. A. Quinn Strobl, Medical Examiner for Pine County, will present the Medical Examiner's 2020 annual report for Pine County.

4. Health & Human Services Waivered Services

Presentation by Social Services Supervisor Pat Meacham and Case Manager Samantha Maser.

5. Property Tax/CAMA Support Contracts

Consider ratification of the Property Tax System Maintenance and Support Agreement Amendment between Minnesota Counties Computer Cooperative (MnCCC) and Avenu providing an extension for support for Property Tax System (PTS) January 1, 2021 through December 31, 2023; and ratification of the CamaUSA Maintenance and Support Agreement Amendment between Minnesota Counties Computer Cooperative (MnCCC) and Avenu providing an extension for support for CamaUSA January 1, 2021 through December 31, 2023. Authorize Board Chair and County Administrator to sign Ratification Statements.

6. Lower St. Croix 1W1P Watershed Based Implementation Funding Work Plan

Consider approval of the Lower St. Croix 1W1P first biennium work plan and budget.

7. Schedule a Special Meeting-Committee of the Whole

Consider scheduling a Special Meeting-Committee of the Whole (via video conference), July 27, 2021 at 1:00 p.m., for the purpose of discussing areas of interest with the DNR, with DNR Regional Director Patty Thielen.

8. Coronavirus Response Update

A. Public Health Update

B. Pine County Business and Non-Profit Assistance Grant Program Update

9. Legislative Update

10. Commissioner Updates

Arrowhead Counties Association
Snake River Watershed Management Board & Policy Committee
Lakes & Pines Community Action Council
Lower St. Croix Policy Committee
Central Region EMS
Other

11. Other

12. Upcoming Meetings (Subject to Change)—All meetings to be conducted remotely unless otherwise indicated. Contact the organization hosting the meeting for call-in information.

- a. Pine County Board of Commissioners, Tuesday, February 2, 2021, 10:00 a.m., 1602 Hwy. 23 No., Sandstone, Minnesota
- b. Facilities Committee, Wednesday, February 3, 2021, 9:00 a.m.
- c. Central MN Council on Aging, Thursday, February 4, 2021, 10:00 a.m.
- d. East Central Regional Juvenile Center, Thursday, February 4, 2021, 12:30 p.m.
- e. East Central Solid Waste Commission, Monday, February 8, 2021, 9:00 a.m.
- f. Personnel Committee, Monday, February 8, 2021, 9:00 a.m.
- g. MN Rural Counties, Monday, February 8, 2021, 10:00 a.m.
- h. East Central Regional Library Trustee Board, Monday, February 8, 2021, 10:00 a.m.
- i. Chemical Health Coalition, Monday, February 8, 2021, 4:00 p.m.
- j. Mille Lacs Band of Ojibwe, Tuesday, February 9, 2021, 9:00 a.m.
- k. Northeast Minnesota Area Transportation Partnership, Wednesday, February 10, 2021, 10:00 a.m.
- l. Health & Human Services Advisory Committee, Wednesday, February 10, 2021, 10:00 a.m.
- m. Soil & Water Conservation District, Wednesday, February 10, 2021, 3:00 p.m.
- n. State Community Health Services Advisory Committee, Friday, February 12, 2021, 1:00 p.m.
- o. Pine County Board of Commissioners Regular Meeting, Tuesday, February 16, 2021, 10:00 a.m., 1602 Hwy. 23 No., Sandstone, Minnesota

13. Adjourn

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

**Tuesday, January 19, 2021 - 10:00 a.m.
North Pine Government Center, Sandstone, Minnesota**

Chair Steve Hallan called the meeting to order at 10:00 a.m.

Chair Hallan stated the Governor of the State of Minnesota has issued Executive Order 20-01 Declaring a Peacetime Emergency and Coordinating Minnesota's Strategy to Protect Minnesotans from COVID-19. On March 24, 2020, the Pine County Board of Commissioners declared a local emergency for Pine County.

Based on these conditions, the Chair of the Pine County Board of Commissioners has determined that the requirements of Minnesota Statute 13D.021, Subd. (1) have been met and it is not practical or prudent for all members of the county board to meet in person. Members of the county board will join the meeting remotely.

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

Commissioner Terry Lovgren and Commissioner Matt Ludwig were present in the meeting room. Members present via electronic means were Chair Hallan, Commissioner Josh Mohr and Commissioner JJ Waldhalm. Also present in the meeting room was County Administrator David Minke and present via electronic means was County Attorney Reese Frederickson.

The Pledge of Allegiance was said.

Chair Hallan called for public comment. There was no public comment.

Chair Hallan asked for revisions to the Agenda. There were no revisions.

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

Motion by Commissioner Ludwig to approve the Minutes of the Organizational and Regular Minutes and Summary for publication – January 5, 2021, and the Special Meeting-Committee of the Whole (Strategic Planning) – January 12, 2021. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan: District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence

Pine County Housing and Redevelopment Authority (HRA) Board of Directors Minutes: Regular Meeting/November 18, 2020; Annual Meeting/November 18, 2020; Special Meeting/December 22, 2020.

Motion by Commissioner Mohr to acknowledge the Minutes of Boards, Reports and Correspondence. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan: District 3-

Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye. Motion carried 5-0.

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

CONSENT AGENDA

1. **Approve December, 2020 Cash Balance**

Fund	December 31, 2019	December 31, 2020	Increase/Decrease
General Fund	6,501,347	7,032,144	530,797
Health and Human Services Fund	1,689,735	2,545,198	855,463
Road and Bridge Fund	2,816,753	770,230	(2,046,523)
CARES Act	0	0	0
Land Management Fund	2,342,444	2,417,136	74,693
TOTAL (inc non-major funds)	16,790,258	16,484,318	(305,940)

2. **December 2020 Disbursements/Claims Over \$2,000 (attached)**

Approve the December 2020 disbursements and claims over \$2,000.

3. **Application for Premises Permits**

Approve the following resolutions for premises permits and authorize Board Chair and County Administrator to sign:

- A. Resolution 2021-06 -- Pine City Youth Hockey Association to conduct lawful gambling at Wings North, 19072 Homestead Rd, Pine City (Pokegama Township).
- B. Resolution 2021-07 -- Sturgeon Lake Area Lions to conduct lawful gambling at Doc's Sports Bar & Grill, 34427 Majestic Dr., Sturgeon Lake (Windemere Township).

4. **Bank Depositories**

Acknowledge the banks used by Pine County as its depositories:

- A. primary checking and money market accounts are held at Frandsen Bank & Trust;
- B. secondary checking and money market accounts are held at Stearns Bank; Stearns is the depositor for individuals making their tax and other payments online. Additionally, due to the interest rate, much of the cash holdings are transferred into this money market account.
- C. State and Federal payments are automatically deposited into the Minnesota Association of Governments Investing for Counties (MAGIC) account. These funds are held in this account until transferred to Frandsen for general use or Stearns for interest accumulation.
- D. Due to the 2020 bonding refunding, the county has funds in escrow at Ehlers & Associates until the bond is paid off (January 27, 2021) and the construction funds are utilized.

5. **Hinckley Prosecution Agreement**

Approve the Agreement for Prosecution Services between the City of Hinckley and Pine County for a two-year term, beginning January 1, 2021 through 2022. The city will pay to the county a

total amount of \$32,000 for prosecution services. Authorize Board Chair and County Auditor to sign.

6. **Appointment to Extension Committee**

Approve the following appointments to the Extension Committee:

- A. District 1: Reappointment of Linda Defenbaugh for the term January 1, 2021 through December 31, 2023.
- B. District 2: Reappointment of Donna Cherrier for the term January 1, 2021 through December 31, 2023.
- C. At Large Seat: Appoint Barbara Videen for the term January 1, 2021 through December 31, 2022 as Barbara Fischer, the current At Large representative, is unable to finish the term.

7. **Septic Fix-Up Special Assessment**

Approve Resolution 2021-05 extending a septic fix-up special assessment to Benjamin T. Dahl and Jillian D. Dahl (PID 33.5210.000) in the amount of \$10,800. Authorize Board Chair and County Administrator to sign.

REGULAR AGENDA

1. **Legislative Update by State Representative Nathan Nelson**

State Representative Nathan Nelson stated the Minnesota Legislature convened January 5th. Rep. Nelson reviewed the committees he has been appointed to, and discussed the county's CARES Act funds distribution. Rep. Nelson stated there were some challenges in attending meetings virtually and not meeting in person; Chair Hallan stated in some circumstances attending some meetings virtually has been advantageous and would like to see that continue. Commissioner Ludwig expressed concern with chronic wasting disease and its potential effect on hunting and its impact on the local economy. Rep. Nelson stated due to the pandemic not enough test samples for CWD were provided to the DNR from the wild deer herd Health & Human Services Director Becky Foss expressed gratitude for the health and human services temporary waivers that remain in place and asked that some of the waivers be made permanent. Foss also expressed gratitude for Rep. Nelson's support with the child protection paper work reduction act for out-of-home placements. The Department of Human Services (DHS) has stated in order to fix this, the technology needs to be updated – the county board asked if Rep. Nelson could help DHS to improve the technology. Also discussed was Senate File 60, sponsored by Senator Rarick, which addresses levy authority for SWCD for Pine and Carlton County. This is a three-year pilot study and the county board took a position last session and continues to support this initiative. Also discussed was the quantity of COVID-19 vaccines available from the state and federal governments. Pine County Public Health is on task to distribute vaccines as they become available.

2. **Personnel Committee Report**

Commissioner Mohr provided an overview of the January 11, 2021 Personnel Committee meeting. The Personnel Committee made the following recommendations:

A. **Sheriff's Office – Corrections**

- i. Acknowledge the resignation of part-time Corrections Officer, Ric Rarick, effective December 16, 2020 and approve backfill of the position and any subsequent vacancies due to internal promotion or lateral transfer. The position is a Grade 7 with a minimum starting wage of \$21.34/hour.
- ii. Approve the promotion of Corrections Officer Jennifer MacQuiddy to Jail Sergeant, effective January 11, 2021. Her job grade and pay will change from Corrections Officer Grade 7, \$26.83/hour to Jail Sergeant Grade 10, \$31.94/hour.

B. Sheriff's Office – Administrative Support

- i. Acknowledge the resignation of Sheriff's Secretary Christina Johnson, effective January 22, 2021, and approve backfill of the position and any subsequent vacancies due to internal promotion or lateral transfer. The position is a Grade 4 with a minimum starting wage of \$17.66/hour.

C. Health and Human Services

- i. Acknowledge the resignation of Adult Protection Social Worker Noelle LeVoir, effective December 31, 2020 and authorize backfill of the position and any subsequent vacancies due to internal promotion or lateral transfer. Position is a Grade 10 with a minimum starting wage of \$26.06/hour.
- ii. Acknowledge the resignation of Eligibility Worker JoDee Simon, effective December 31, 2020 and authorize backfill of the position and any subsequent vacancies due to internal promotion or lateral transfer. Position is a Grade 6 with a minimum starting wage of \$19.84/hour.
- iii. Acknowledge the resignation of Eligibility Worker Bev Olson, effective January 8, 2021, and authorize backfill of the position and any subsequent vacancies due to internal promotion or lateral transfer. Position is a Grade 6 with a minimum starting wage of \$19.84/hour.

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

3. 2021 Committee Assignments and Other Appointments

Motion by Commissioner Ludwig to ratify the appointment of commissioners to those boards and committees requiring county board approval. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan: District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye. Motion carried 5-0.

2021 Board and Committee Appointments		
OUTSIDE BOARDS AND COMMITTEES <i>County Board Appointment</i>	2021 Representative	2021 Alternate
AMC Committee – Environment & Natural Resources	Mohr	
AMC Committee – General Government	Waldhalm	
AMC Committee – Health & Human Services	Lovgren	
AMC Committee – Public Safety Policy Committee	Ludwig	
AMC Committee – Transportation & Infrastructure	Hallan	
AMC Committee – Indian Affairs Advisory Council	Hallan	Lovgren

AMC Delegate Appointments (county is authorized 1 delegate for each commissioner and three additional delegates)	Hallan, Mohr, Lovgren, Waldhalm, Ludwig, LeBrun, Foss, Minke	
1W1P Policy Committee – Lower St. Croix	Hallan	Mohr
1W1P Policy Committee – Nemadji	Ludwig	Waldhalm
1W1P Policy Committee - Snake River	Mohr	Waldhalm
1W1P Technical Committee – Lower St. Croix 1W1P Technical Committee - Nemadji 1W1P Technical Committee - Snake River	Land and Resources Manager	
Arrowhead Counties Association (ACA)	All	Ludwig
Central MN Jobs and Training Service	Hallan	Ludwig
Central Regional EMS Committee	Ludwig	Waldhalm
East Central Regional Development Commission (ECRDC)	Waldhalm	Hallan
East Central Regional Juvenile Center (ECRJC) Advisory Committee	Ludwig	Waldhalm
East Central Regional Library	Lovgren	Mohr
East Central Solid Waste Commission (ECSWC)	Hallan	Ludwig
Extension Committee	Lovgren/Mohr	
Fiber-Optic Joint Power Board	Hallan	Mohr
GPS 45:93 Joint Powers Board	County Administrator	Hallan
Greater Minnesota Parks and Trails (GMPT)	Waldhalm	All
Lakes and Pines Community Action Council (CAC)	Hallan	Waldhalm
Law Library	Mohr	Waldhalm
Minnesota Counties Intergovernmental Trust (MCIT)	Minke/Hallan	
Minnesota Rural Counties (MRC)	Hallan	All
Northeast Minnesota Area Transportation Partnership	Hallan	Waldhalm
Northeast Minnesota Regional Emergency Communications Board	Hallan	Chief Deputy Paul Widenstrom
Northeast Minnesota Regional Advisory Committee (RAC)	Sheriff Nelson	
NLX	Ludwig	Lovgren
Rush Line Corridor Task Force	Waldhalm	Mohr
Snake River Watershed Joint Powers Board	Mohr	Hallan
State Community Health Services Advisory Committee (SCHSAC)	Lovgren	Community Health Services Administrator Samantha Lo
OUTSIDE BOARDS AND COMMITTEES <i>County Board Chair Appointment</i>	2021 Representative	2021 Alternate
Pine County Housing and Redevelopment Authority Liaison	Ludwig	
Soil & Water Conservation District Liaison	Waldhalm	Mohr

OUTSIDE BOARDS AND COMMITTEES County Board Chair Appointment Pine County Housing and Redevelopment Authority Liaison	2021 Appointment Ludwig	2021 Alternate
Soil & Water Conservation District Liaison	Waldhalm	Mohr
COUNTY ESTABLISHED COMMITTEES County Board Chair Appointment	2021 Appointment	2021 Alternate
Canvassing Board	Hallan/Ludwig	Mohr
Economic Development	Waldhalm/Mohr	
Facilities Committee	Ludwig/Waldhalm	
Government Operations	Ludwig/Waldhalm	
Health & Human Services	Hallan/Ludwig	
Insurance Committee	Lovgren/Ludwig	
Finance and Investment Committee	Ludwig/Hallan	
Land/Zoning Advisory Committee	Lovgren/Ludwig*	
*Liaison to Planning Commission		
Mille Lacs Band of Ojibwe Liaison	Hallan/Lovgren	
Negotiations (Labor Relations) Committee	Ludwig/Mohr	
Personnel Committee	Mohr/Ludwig	Hallan
Pine County Chemical Health Coalition	Ludwig/Lovgren	
Public Safety Committee	Waldhalm/Ludwig	
Technology Committee	Hallan/Mohr	
Transportation Committee	Hallan/Waldhalm	
Equal Employment Opportunity Coordinator required by section 3.2 of the County Policy and Procedure Manual	Jackie Koivisto	

4. **Nemadji Watershed Plan Memorandum of Agreement and Budget**

Land and Resources Manager Caleb Anderson stated the Nemadji One Watershed One Plan Policy Committee approved the Memorandum of Agreement for Implementation of the Nemadji One Watershed, One Plan and recommended the participating government boards adopt the Agreement and adopt the budget for the first biennium of plan implementation. Anderson also explained a potential pilot project for Net Lake which is an impaired lake in the Nemadji Watershed.

Motion by Commissioner Ludwig to approve the Memorandum of Cooperative Agreement for implementation of the Nemadji One Watershed One Plan and the implementation budget. Second by Commissioner Mohr. A Roll Call Vote was called by Chair Hallan: District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye. Motion carried 5-0.

5. **Review/Confirm Strategic Planning Goals/Priorities**

- The board reviewed the 2021 goals/areas of focus from the January 12 Strategic Planning meeting and added two additional goals: (1) fiscally responsible relating to the 2022 levy, and (2) Pandemic Response/Lessons Learned/Organizational & Community Resilience
- The complete list of 2021 goals are as follows: Broadband Access, Wetland Bank Development, Economic Development, County Attorney Office Workload, Sales Tax for Transportation, Sheriff's Office Staffing, Solid Waste/Dumping, Outdoor Recreation/Trails, Re-establish Local Government Officials meetings (when possible), Outdoor Recreation,

fiscally responsible relating to the 2022 levy; and Pandemic Response/Lessons Learned/Organizational & Community Resilience

6. **Coronavirus Response Update**

Public Health Update

Community Services Administrator Sam Lo provided an update on the distribution of COVID-19 vaccines.

Pine County Business and Non-Profit Assistance Grant Program Update

County Administrator Minke reviewed that Pine County has received \$568,598 for grants to eligible business and non-profits for operation expenses incurred during the pandemic. The application process is open now through February 5, 2021.

7. **Commissioner Updates**

Central MN Council on Aging/Board of Directors: meeting moved to February.

East Central Regional Library Trustee Board: Commissioner Lovgren stated the library has initiated a new program where books may be scanned and the reader will have an electronic record of materials read.

Soil & Water Conservation District: Commissioner Waldhalm unable to attend due to calendar conflict with the Strategic Planning meeting.

Wellness Committee: Commissioner Lovgren stated the distribution of wellness funds allocated by UHC will be discussed at the upcoming Health Insurance Committee meeting on January 21st.

Arrowhead County Association: Commissioner Ludwig stated the three legislative priorities were identified: (1) Increase County Probation Officer (CPO) funding / Community Corrections Act (CCA) funding; (2) remove the county share of mistakenly billed federal IMD payments; and (3) protect County Program Aid (CPA) and Payment In Lieu of Taxes (PILT) from reduced funding.

East Central Solid Waste Commission: The tonnage received has leveled off.

State House Property Tax Committee: Chair Hallan testified on Pine County's distribution of its CARES Act funds.

WorkFast graduation: Commissioner Lovgren spoke at the CNA graduation.

Chemical Health Coalition: Commissioner Lovgren stated this was a brief meeting.

8. **Other**

None.

9. **Upcoming Meetings**

Upcoming meetings were reviewed.

10. **Adjourn**

With no further business, Chair Hallan adjourned the meeting at 11:25 a.m. The next regular meeting of the county board is scheduled for Tuesday, February 2, 2021 at 10:00 a.m., 1602 Hwy. 23, Sandstone, Minnesota.

Stephen M. Hallan, Chair
Board of Commissioners

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

**SUMMARY
OF
MINUTES
OF THE
PINE COUNTY BOARD MEETING
Regular Meeting
Tuesday, January 19, 2021 - 10:00 a.m.
North Pine Government Center, Sandstone, Minnesota**

Chair Steve Hallan called the meeting to order at 10:00 a.m.

Chair Hallan stated the Governor of the State of Minnesota has issued Executive Order 20-01 Declaring a Peacetime Emergency and Coordinating Minnesota's Strategy to Protect Minnesotans from COVID-19. On March 24, 2020, the Pine County Board of Commissioners declared a local emergency for Pine County.

Based on these conditions, the Chair of the Pine County Board of Commissioners has determined that the requirements of Minnesota Statute 13D.021, Subd. (1) have been met and it is not practical or prudent for all members of the county board to meet in person. Members of the county board will join the meeting remotely.

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

Commissioner Terry Lovgren and Commissioner Matt Ludwig were present in the meeting room. Members present via electronic means were Chair Hallan, Commissioner Josh Mohr and Commissioner JJ Waldhalm. Also present in the meeting room was County Administrator David Minke and present via electronic means was County Attorney Reese Frederickson.

The Pledge of Allegiance was said.

Chair Hallan called for public comment. There was no public comment.

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

Motion by Commissioner Ludwig to approve the Minutes of the Organizational and Regular Minutes and Summary for publication – January 5, 2021, and the Special Meeting-Committee of the Whole (Strategic Planning) – January 12, 2021. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence

Pine County Housing and Redevelopment Authority (HRA) Board of Directors Minutes: Regular Meeting/November 18, 2020; Annual Meeting/November 18, 2020; Special Meeting/December 22, 2020.

Motion by Commissioner Mohr to acknowledge the Minutes of Boards, Reports and Correspondence. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

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

Fund	December 31, 2019	December 31, 2020	Increase/Decrease
General Fund	6,501,347	7,032,144	530,797
Health and Human Services Fund	1,689,735	2,545,198	855,463
Road and Bridge Fund	2,816,753	770,230	(2,046,523)
CARES Act	0	0	0
Land Management Fund	2,342,444	2,417,136	74,693
TOTAL (inc non-major funds)	16,790,258	16,484,318	(305,940)

Approve the December 2020 disbursements and claims over \$2,000.

Approve the following resolutions for premises permits: Resolution 2021-06 -- Pine City Youth Hockey Association to conduct lawful gambling at Wings North, 19072 Homestead Rd, Pine City, and Resolution 2021-07 -- Sturgeon Lake Area Lions to conduct lawful gambling at Doc's Sports Bar & Grill, 34427 Majestic Dr., Sturgeon Lake.

Acknowledge the banks used by Pine County as its depositories:

- A. primary checking and money market accounts are held at Frandsen Bank & Trust;
- B. secondary checking and money market accounts are held at Stearns Bank; Stearns is the depositor for individuals making their tax and other payments online. Additionally, due to the interest rate, much of the cash holdings are transferred into this money market account.
- C. State and Federal payments are automatically deposited into the Minnesota Association of Governments Investing for Counties (MAGIC) account. These funds are held in this account until transferred to Frandsen for general use or Stearns for interest accumulation.
- D. Due to the 2020 bonding refunding, the county has funds in escrow at Ehlers & Associates until the bond is paid off (January 27, 2021) and the construction funds are utilized.

Approve the Agreement for Prosecution Services between the City of Hinckley and Pine County for a two-year term, beginning January 1, 2021 through 2022. The city will pay to the county a total amount of \$32,000 for prosecution services.

Approve the following appointments to the Extension Committee: District 1: Reappointment of Linda Defenbaugh for the term January 1, 2021 through December 31, 2023; District 2: Reappointment of Donna Cherrier for the term January 1, 2021 through December 31, 2023; At Large Seat: Appoint Barbara Videen for the term January 1, 2021 through December 31, 2022 as Barbara Fischer, the current At Large representative, is unable to finish the term.

Approve Resolution 2021-05 extending a septic fix-up special assessment to Benjamin T. Dahl and Jillian D. Dahl in the amount of \$10,800.

Personnel Committee Report

Commissioner Mohr provided an overview of the January 11, 2021 Personnel Committee meeting. The Personnel Committee made the following recommendations:

A. Sheriff's Office – Corrections

- i. Acknowledge the resignation of part-time Corrections Officer, Ric Rarick, effective December 16, 2020 and approve backfill of the position and any subsequent vacancies due

to internal promotion or lateral transfer. The position is a Grade 7 with a minimum starting wage of \$21.34/hour.

- ii. Approve the promotion of Corrections Officer Jennifer MacQuiddy to Jail Sergeant, effective January 11, 2021. Her job grade and pay will change from Corrections Officer Grade 7, \$26.83/hour to Jail Sergeant Grade 10, \$31.94/hour.

B. Sheriff's Office – Administrative Support

- i. Acknowledge the resignation of Sheriff's Secretary Christina Johnson, effective January 22, 2021, and approve backfill of the position and any subsequent vacancies due to internal promotion or lateral transfer. The position is a Grade 4 with a minimum starting wage of \$17.66/hour.

C. Health and Human Services

- i. Acknowledge the resignation of Adult Protection Social Worker Noelle LeVoir, effective December 31, 2020 and authorize backfill of the position and any subsequent vacancies due to internal promotion or lateral transfer. Position is a Grade 10 with a minimum starting wage of \$26.06/hour.
- ii. Acknowledge the resignation of Eligibility Worker JoDee Simon, effective December 31, 2020 and authorize backfill of the position and any subsequent vacancies due to internal promotion or lateral transfer. Position is a Grade 6 with a minimum starting wage of \$19.84/hour.
- iii. Acknowledge the resignation of Eligibility Worker Bev Olson, effective January 8, 2021, and authorize backfill of the position and any subsequent vacancies due to internal promotion or lateral transfer. Position is a Grade 6 with a minimum starting wage of \$19.84/hour.

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

Motion by Commissioner Ludwig to ratify the appointment of commissioners to those 2021 boards and committees requiring county board approval. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

2021 Board and Committee Appointments		
OUTSIDE BOARDS AND COMMITTEES <i>County Board Appointment</i>	2021 Representative	2021 Alternate
AMC Committee – Environment & Natural Resources	Mohr	
AMC Committee – General Government	Waldhalm	
AMC Committee – Health & Human Services	Lovgren	
AMC Committee – Public Safety Policy Committee	Ludwig	
AMC Committee – Transportation & Infrastructure	Hallan	
AMC Committee – Indian Affairs Advisory Council	Hallan	Lovgren

AMC Delegate Appointments (county is authorized 1 delegate for each commissioner and three additional delegates)	Hallan, Mohr, Lovgren, Waldhalm, Ludwig, LeBrun, Foss, Minke	
1W1P Policy Committee – Lower St. Croix	Hallan	Mohr
1W1P Policy Committee – Nemadji	Ludwig	Waldhalm
1W1P Policy Committee - Snake River	Mohr	Waldhalm
1W1P Technical Committee – Lower St. Croix 1W1P Technical Committee - Nemadji 1W1P Technical Committee - Snake River	Land and Resources Manager	
Arrowhead Counties Association (ACA)	All	Ludwig
Central MN Jobs and Training Service	Hallan	Ludwig
Central Regional EMS Committee	Ludwig	Waldhalm
East Central Regional Development Commission (ECRDC)	Waldhalm	Hallan
East Central Regional Juvenile Center (ECRJC) Advisory Committee	Ludwig	Waldhalm
East Central Regional Library	Lovgren	Mohr
East Central Solid Waste Commission (ECSWC)	Hallan	Ludwig
Extension Committee	Lovgren/Mohr	
Fiber-Optic Joint Power Board	Hallan	Mohr
GPS 45:93 Joint Powers Board	County Administrator	Hallan
Greater Minnesota Parks and Trails (GMPT)	Waldhalm	All
Lakes and Pines Community Action Council (CAC)	Hallan	Waldhalm
Law Library	Mohr	Waldhalm
Minnesota Counties Intergovernmental Trust (MCIT)	Minke/Hallan	
Minnesota Rural Counties (MRC)	Hallan	All
Northeast Minnesota Area Transportation Partnership	Hallan	Waldhalm
Northeast Minnesota Regional Emergency Communications Board	Hallan	Chief Deputy Paul Widenstrom
Northeast Minnesota Regional Advisory Committee (RAC)	Sheriff Nelson	
NLX	Ludwig	Lovgren
Rush Line Corridor Task Force	Waldhalm	Mohr
Snake River Watershed Joint Powers Board	Mohr	Hallan
State Community Health Services Advisory Committee (SCHSAC)	Lovgren	Community Health Services Administrator Samantha Lo
OUTSIDE BOARDS AND COMMITTEES	2021 Representative	2021 Alternate
<i>County Board Chair Appointment</i>		
Pine County Housing and Redevelopment Authority Liaison	Ludwig	
Soil & Water Conservation District Liaison	Waldhalm	Mohr

OUTSIDE BOARDS AND COMMITTEES <i>County Board Chair Appointment</i> Pine County Housing and Redevelopment Authority Liaison	2021 Appointment Ludwig	2021 Alternate
Soil & Water Conservation District Liaison	Waldhalm	Mohr
COUNTY ESTABLISHED COMMITTEES <i>County Board Chair Appointment</i>	2021 Appointment	2021 Alternate
Canvassing Board	Hallan/Ludwig	Mohr
Economic Development	Waldhalm/Mohr	
Facilities Committee	Ludwig/Waldhalm	
Government Operations	Ludwig/Waldhalm	
Health & Human Services	Hallan/Ludwig	
Insurance Committee	Lovgren/Ludwig	
Finance and Investment Committee	Ludwig/Hallan	
Land/Zoning Advisory Committee	Lovgren/Ludwig*	
*Liaison to Planning Commission		
Mille Lacs Band of Ojibwe Liaison	Hallan/Lovgren	
Negotiations (Labor Relations) Committee	Ludwig/Mohr	
Personnel Committee	Mohr/Ludwig	Hallan
Pine County Chemical Health Coalition	Ludwig/Lovgren	
Public Safety Committee	Waldhalm/Ludwig	
Technology Committee	Hallan/Mohr	
Transportation Committee	Hallan/Waldhalm	
Equal Employment Opportunity Coordinator required by section 3.2 of the County Policy and Procedure Manual	Jackie Koivisto	

Motion by Commissioner Ludwig to approve the Memorandum of Cooperative Agreement for implementation of the Nemadji One Watershed One Plan and the implementation budget. Second by Commissioner Mohr. A Roll Call Vote was called by Chair Hallan. Motion carried 5-0.

The board reviewed the 2021 goals/areas of focus from the January 12 Strategic Planning meeting and added two additional goals: (1) fiscally responsible relating to the 2022 levy, and (2) Pandemic Response/Lessons Learned/Organizational & Community Resilience.

The complete list of 2021 goals are as follows: Broadband Access, Wetland Bank Development, Economic Development, County Attorney Office Workload, Sales Tax for Transportation, Sheriff's Office Staffing, Solid Waste/Dumping, Outdoor Recreation/Trails, Re-establish Local Government Officials meetings (when possible), Outdoor Recreation, fiscally responsible relating to the 2022 levy; and Pandemic Response/Lessons Learned/Organizational & Community Resilience.

With no further business, Chair Hallan adjourned the meeting at 11:25 a.m. The next regular meeting of the county board is scheduled for Tuesday, February 2, 2021 at 10:00 a.m., 1602 Hwy. 23, Sandstone, Minnesota.

Stephen M. Hallan, Chair
Board of Commissioners

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

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

Pine County Chemical Health Coalition Minutes
January 11, 2021
Online

Coalition Mission Statement

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

Attendance:

Reese Frederickson, *Pine Co Attorney*
Nick Stilp, *The Improve Group*
Kjersten Anderson, *Metro Area Regional Prevention Coordinator*
Brian Miner, *East Central Regional Prevention Coordinator*
Tanya Christopherson, *Essentia Health*
Staci Klein, *Youth Leader HF Positive Jags*
Stef Youngberg, *EC High School Principal*
Kevin Glass, *Pine Co Probation*
Tim Burkhardt, *Hinckley City Council*
Jamie Root-Larsen, *Positive Community Norms Media Specialist*
Terry Lovgren, *Pine County Commissioner*
Becky Foss, Karen Jansen, *Pine Co Health & Human Services*

1. Call to Order

Meeting commenced at 4:00 pm with Brian Miner leading Ripple Effect Mapping, Session 2.

2. Addition/Changes to the Agenda

Addition to Science – Karen Jansen to discuss Spring Student Survey.

Motion to approve changes to agenda by Jamie Root-Larsen, was seconded, then motion carried.

3. Review Minutes of December 14, 2020

Becky Foss moved to accept 12/14/20 meeting minutes. Stef Youngberg seconded the motion and minutes were accepted.

SPIRIT

1. Member Introductions and Welcome

Brian Miner lead member introductions.

SCIENCE

1. Brian Miner and Nick Stilp

a. Ripple Effect Mapping

- Facilitated second workshop as coalition and community member stakeholders reflected on the effects of the initiative to reduce underage drinking and substance use in the community.
- Group reviewed a draft of the Ripple Effect Mapping created from member interviews last month, discussing the findings and suggesting revisions as needed.
- One highlight was coalition's work to pass a county Social Host Ordinance. Jamie noted that Reese has agreed to counsel the Minnesota Prevention Alliance in their quest for a statewide Social Host Ordinance.

- Brian and Nick will update the REM and bring it back to the coalition for evaluation.

2. Becky Foss

a. Tobacco and Other Drugs

- Hailey is in the process of sending flyers to retailers that recently failed T21 Compliance Checks. The flyers give information about online training regarding tobacco sales and laws; StopSalesToMinors.org.
- Naloxone training was completed on December 17th. There is one more session in January. To sign up or ask questions: contact Anna Van Deelen at opioidvista@d.umn.edu.

3. Karen Jansen

a. PCN Spring Student Survey

- Surveys are being planned for both schools, to be given between mid-Feb and mid-April.
- Teachers at East Central will conduct the survey March 1-5 for grades 7-12. Parents will receive a consent form prior.
- Hinckley-Finlayson staff to make initial decisions soon.

ACTION

1. Karen Jansen

a. Upcoming Member Training

Workshop 1: Introduction to Positive Community Norms

This two-part, four-hour training will renew your spirit and bring fresh energy to your work. Join us to learn about this powerful framework for reducing harm, improving health and strengthening community cultures. We will unpack the power of the positive approach and provide you with effective communication skills that you can put to use immediately. Great for newcomers as well as those looking for an updated overview.

- TIMING: January 14th and 15th from 11:30 to 1:30 CT
- COST: \$175

Workshop 2: Practicing the Science of the Positive in Challenging Times

What does positive messaging look like during a global pandemic? Can we apply Positive Community Norms to messaging about COVID19? How can we continue messaging about anything else? This team-led series of five virtual workshops will address these questions and show how the Science of the Positive can be a touchstone for public health practitioners during difficult and confusing times. No previous experience is necessary, but we recommend that newcomers also register for the Introduction to Positive Community Norms.

- *TIMING: January 21 & 28, and February 4, 11 & 18 from 11:30 to 1:30 CT*
- *COST: \$375/person*

Workshop 3: Crafting Your Transformational Leadership Narrative

Expand your leadership capacity in this interactive, introspective, and inspirational workshop. Before the sessions begin, you'll take our innovative Science of the Positive Transformational Leadership Assessment and receive a personalized Leadership Profile based on your results. During the live workshop, you will use a creative mix of individual and group storytelling exercises to construct a personal leadership narrative that will increase your clarity, effectiveness, and confidence as a community leader and change-maker.

- *TIMING: Tuesday, March 23 from 1:00 to 4:00pm CT & Wednesday, March 24 from 11:00 to 2:00 pm*
- *COST: \$225/person, including assessment & all materials. Enrollment limited.*

Training will be paid by the P & I Grant. Karen to email session and registration information. Contact her to register.

2. Jamie Root-Larsen

a. Media Update

- HF student towels – 100 ordered
- Designed 2 social media posts with Karen

3. Teams – No reports

RETURN

1. News from the Schools

- Stef reported on status of EC students coming back to the building for in-school learning.
- Emma Jansen, EC ETA, submitted a report. Their group completed packaging and delivering small gifts to high school staff for a special holiday gift; hot chocolate, candy canes, and candies in a reusable coffee mug with messaging on them. These were a way to show their appreciation for how hard the teachers work during the pandemic this school year. They also continue working on posts for their Instagram page and posts that help explain the Seven Core Principles.
- Staci Klein, HF PJ's, reported that their group is meeting weekly, with leaders making it work into their day. 7th - 9th graders will be back in the building soon and eventually all will return. PJ's are designing a mug or cup to fill with hot chocolate or candy for kids.

2. Training/Volunteer/Event Reports from Members

- No reports

3. Next Meeting – Monday, February 8th, 2021, 4:00 pm, online

4. Adjourned- 5:08 pm. *Kevin Glass made a motion, Jamie Root-Larsen seconded, and meeting was adjourned.*

Minutes prepared by Karen Jansen. \\PCCHC\Minutes\2021\Jan 11 min.doc



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 2021

Sturgeon Island Road, T45N R19W, search for, set, and GPS PLSS corners and private corners, Update records.

MN Society of Professional Surveyors MSPS annual conference webcast to acquire continuing education credits to maintain Land Surveyor license.

MN Society of Professional Surveyors MSPS annual conference create a POWERPOINT presentation as a continuing education credits seminar Subject Matter Expert.

T40N R20W Section 35, research records, calculate search areas, search for, set, tie out and GPS PLSS corners, Update records.

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

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

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

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

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

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

Robin T. Mathews, Pine County Surveyor



AGENDA REQUEST FORM

Date of Meeting: February 2, 2021

County Board

Consent Agenda

Regular Agenda 5 mins. 10 mins. 15 mins. Other

Personnel Committee

Other _____

Agenda Item: Applications for Disaster Abatements

Department: Auditor-Treasurer



Department Head signature

Background information on Item:

Properties which uninhabitable after a disaster (fire, flood, high winds, etc) are eligible to receive an abatement of their property taxes for the portion of the year the buildings were uninhabitable.

Action Requested:

Consider approval of the following 2020 local option disaster abatements:

- Bruce Ripley, PID 30.0184.001, Sandstone Township, fire 12/29/2019, did not become habitable in 2020.
- Genell Klande, PID 28.0734.004, Pokegama Township, fire 8/12/20, did not become habitable in 2020.
- Verjoo Gostin, PID 45.5094.000, Sandstone City, fire 5/08/20, moved back in November 10, 2020 (5 months of abatement)

Financial Impact:

This reduces the tax settlement for all taxing authorities of these properties.



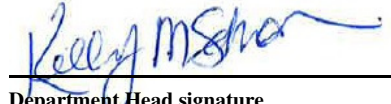
AGENDA REQUEST FORM

Date of Meeting: February 2, 2021

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

Agenda Item: Application for Premises Permit

Department: Auditor-Treasurer



Department Head signature

Background information on Item:

Application for Premises Permit for the Pine City Youth Hockey Association to conduct lawful gambling at Lake Appeil, 13646 Muffies Ln, Grasston, MN (Pokegama Township).

Action Requested:

Consider resolution 2021-08 approving the application for Premises Permit for the Pine City Youth Hockey Association to conduct lawful gambling at Lake Appeil, 13646 Muffies Ln, Grasston, MN (Pokegama Township).

Financial Impact:

N/A

Resolution 2021-08
RESOLUTION APPROVING PREMISES PERMIT
FOR PINE CITY YOUTH HOCKEY

WHEREAS, Pine City Youth Hockey has applied for a Gambling Premises Permit; and

WHEREAS, the Gambling Premises will be located at Lake Appeil, Pokegama Township, 13646 Muffies Ln, Grasston, MN 55030 and no other organization is conducting gambling at this site; and

NOW, THEREFORE, BE IT RESOLVED that Pine County Board of Commissioners does hereby approve a Gambling Premises Application for Pine City Youth Hockey at Lake Appeil, Pokegama Township, 13646 Muffies Ln, Grasston, MN 55030

PASS AND APPROVED this 2nd day of February, 2021.

Attest:

Stephen M. Hallan, Chair
Pine County Board of Commissioners

David J. Minke, County Administrator
Clerk to the County Board



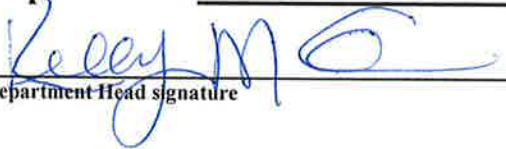
AGENDA REQUEST FORM

Date of Meeting: February 2nd 2021

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

Agenda Item: Tobacco License

Department: Auditor-Treasurer


 Department Head signature

Background information on Item:

Approve applications for: 2021 Tobacco License.
Floppie Crappie Lakeside Pub

Action Requested:

Acknowledge Applications

Financial Impact:

N/A



AGENDA REQUEST FORM

Date of Meeting: February 2, 2021

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

Agenda Item: 2021 Waste Hauler Licenses

Department: Solid Waste

Caleb Anderson
Department Head signature

Background information on Item:

Section V, Subd. 3 of the Pine County Solid Waste Ordinance states that “No person shall collect or transport solid waste for hire without first obtaining a license from the County Board.”

The following additional businesses have met the requirements of the ordinance and applied for a Waste Hauler License for 2021:

Holdt’s Disposal LLC, Matt’s Sanitation, Vanderpoel Disposal, Veit Disposal Systems, Mille Lacs Band of Ojibwe, SKB Environmental Cloquet Landfill, Inc, Donna Tourville, Talon Sanitation LLC, Quality Disposal Systems Inc, Tri-Township Disposal District, Curt’s Roll-Offs, LLC,

Action Requested:

Authorize the County Board Chair to sign the 2021 Solid Waste Collection and Transportation Licenses.

Financial Impact:

Any expenses relating to the regulation and licensing of the waste haulers are covered by the licensing fee of \$200.




AGENDA REQUEST FORM

Date of Meeting: February 2, 2021

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

Agenda Item: Septic Fix-Up Special Assessments

Department: Auditor-Treasurer



 Department Head signature

Background information on Item:

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.

Two additional system have been installed under the moderate income program which require a special assessment. One of the systems already had the \$14,500 special assessment extended against it via Resolution No. 2020-71; however, an additional \$500.00 invoice was paid for the design of this system. This means the special assessment amount should have been \$15,000 instead of \$14,500.

Action Requested:

Consider authorizing the County Board Chair and County Administrator to sign Resolution 2021-03 special assessment against Pine County Parcel 25.0138.002, in the amount of \$12,500 for 10 years at 0% interest beginning in 2022.

Consider authorizing the County Board Chair and County Administrator to sign Resolution 2021-04 rescinding resolution 2020-71 extending a special assessment against Pine County Parcel 33.0725.000, in the amount of \$15,000 with \$13,550 remaining unpaid for 9 years at 0% interest beginning in 2022.

Financial Impact:

Grant funds have been utilized to install the systems.

**PINE COUNTY RESOLUTION EXTENDING
SEPTIC FIX-UP SPECIAL ASSESSMENT
RESOLUTION No. 2021-03**

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 funds from the Minnesota Pollution Control Agency to fix-up non-compliant septic systems of moderate to low income homeowners;

WHEREAS, the property owners have agreed to the terms of the special assessment and already installed a compliant septic system under the program; and

NOW THEREFORE BE IT RESOLVED, that the County of Pine extends a special assessment for a term of 10 years, beginning in 2022, against Pine County Parcel 25.0138.002 in the amount of \$12,500 with equal principal payments and 0% interest owned by Mitchell Hobbins.

Dated this 2nd day in February, 2021.

ATTEST:

Stephen M. Hallan, Chair
Pine County Board of Commissioners

David J. Minke
County Administrator

**PINE COUNTY RESOLUTION EXTENDING
SEPTIC FIX-UP SPECIAL ASSESSMENT
RESOLUTION No. 2021-04**

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 funds from the Minnesota Pollution Control Agency to fix-up non-compliant septic systems of moderate to low income homeowners;

WHEREAS, the property owners have agreed to the terms of the special assessment and already installed a compliant septic system under the program;

WHEREAS, on November 3, 2020 the Pine County Board of Commissioners passed Resolution No. 2020-71 extends a special assessment for a term of 10 years, beginning in 2021, against Pine County Parcel 33.0725.000 in the amount of \$14,500 with equal principal payments and 0% interest owned by Troy Foucault & Megan Moore;

WHEREAS, an additional invoice was received and paid in the amount of \$500 for the design of the septic system which should have resulted in an assessment amount of \$15,000 instead of \$14,500;

WHEREAS, \$1,450.00 of the amount due are levied on the 2021 property taxes of the affected parcel as a result of Resolution No. 2020-71; and

NOW THEREFORE BE IT RESOLVED, that the County of Pine rescinds Resolution No. 2020-71 extending a special assessment against Pine County Parcel 33.0725.000 with an unpaid balance after the 2021 taxes of \$13,050; and

NOW THEREFORE BE IT ALSO RESOLVED, that the County of Pine extends a special assessment for a term of 9 years, beginning in 2022, against Pine County Parcel 33.0725.000 in the amount \$13,550 with equal principal payments and 0% interest owned by Troy Foucault & Megan Moore.

Dated this 2nd day in February, 2021.

ATTEST:

Stephen M. Hallan, Chair
Pine County Board of Commissioners

David J. Minke
County Administrator



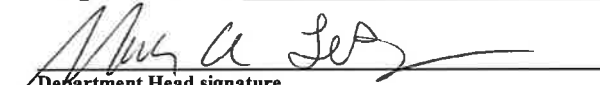
AGENDA REQUEST FORM

Date of Meeting: February 2, 2021

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

Agenda Item: Approve Final Contract #1904

Department: Pine County Public Works


Department Head signature

Background information on Item:

Final Contract #1904 in the amount of \$8,304.13 to Houle Excavating, LLC

Contract #1904
SAP 058-599-044 Located on Balsam Road, 0.2 miles East of Lake 12 Road over unnamed tributary

Action Requested:

Approve final payment to Houle Excavating, LLC in the amount of \$8,304.13.

Financial Impact:

Project funded from state aid construction.

Contract Number: 1904
Pay Request Number: 2

Project Number SAP 058-599-044	Project Description Culvert No. 58J43 and Approach Grading
--	--


Contractor: Houle Excavating, LLC 15387 Hwy 115 Little Falls, MN 56345	Vendor Number: N/A Up To Date: 01/11/2021 Warrant # _____ Date _____
---	--

Contract Amount		Funds Encumbered	
Original Contract	\$164,462.50	Original	\$164,462.50
Contract Changes	\$0.00	Additional	N/A
Revised Contract	\$164,462.50	Total	\$164,462.50

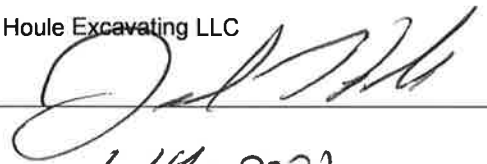
Work Certified To Date	
Base Bid Items	\$166,082.50
Contract Changes	\$
Material On Hand	\$0.00
Total	\$166,082.50

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$166,082.50	\$0.00	\$157,778.37	\$8,304.13	\$166,082.50
Percent: Retained: 0%				Percent Complete: 100.99%	

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By


 County/City/Project Engineer
 Date 1/12/21

Approved By Houle Excavating LLC


 Contractor
 Date 1-14-2021

Project No.: SAP 058-599-044
Final Pay Request No.: 2
Contract No.: 1904

Certificate of Final Contract Acceptance
Final Voucher Number: 2

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 1/12/21 Signature Moya A. Seb County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$166,082.50 and agrees to the amount of \$8,304.13 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Houle Excavating LLC By [Signature]
And _____ And _____ State of, Minnesota

On This 14th Day January, 2021, Before me appeared Jacob Houle To me known to
(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as _____ free to act and deed
(Corporate Acknowledgment)

_____ And _____, to me personally known, who, being each by me duly sworn
each did say that they are respectively the _____ and _____ of the
_____ Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the
said instrument was signed and sealed in behalf of said Corporation by authority of its
_____ and said _____ and _____

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial My Commission as Notary Public in Morrison County
Seal Expires January 31, 2022 Signature [Signature]



I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District Engineer

Project No.: SAP 058-599-044
Final Pay Request No.: 2
Contract No.: 1904

**Certificate of Final Contract Acceptance
Final Voucher Number: 2
County Board Acknowledgement**

Contract Number: 1904
Contractor: Houle Excavating, LLC
Date Certified: 1/11/2021
Payment Number: 2

Whereas; Contract No. 1904 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of the Pine County Public Works and authorize final payment as specified herein.

Pine County Public Works

State of Minnesota

I, David J Mink, County Administrator within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this 2nd day of February, 2021

At Sandstone MN

Signed by _____

County Administrator

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2019-10-24	166,082.50	8,304.13	157,778.37
2	2021-01-11	0.00	-8,304.13	8,304.13

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Town Bridge	0	166,082.50	0.00	157,778.37	8,304.13	166,082.50

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
9332	Town Bridge	3,985.98			79,719.60
9333	Special Town Bridge	4,318.15			86,362.90

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 058-599-044	1	2021.501/00010	MOBILIZATION	LS	20,000.00	1	0	0.00	1	20,000.00
SAP 058-599-044	2	2104.503/00255	REMOVE PIPE CULVERTS	LF	15.00	142	0	0.00	142	2,130.00
SAP 058-599-044	3	2105.504/00035	GEOTEXTILE FABRIC TYPE 5	SY	3.00	254	0	0.00	254	762.00
SAP 058-599-044	4	2105.601/00120	ONE LANE BYPASS (14' LANE)	LS	8,500.00	1	0	0.00	1	8,500.00
SAP 058-599-044	5	2105.601/00045	TEMPORARY STREAM DIVERSION SYSTEM	LS	5,000.00	1	0	0.00	1	5,000.00
SAP 058-599-044	6	2412.502/10040	10X4 PRECAST CONCRETE BOX CULV END SECT	EACH	19,000.00	2	0	0.00	2	38,000.00
SAP 058-599-044	7	2412.503/10040	10X4 PRECAST CONCRETE BOX CULVERT	LF	900.00	36	0	0.00	36	32,400.00

Contract Item Status											
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date	
SAP 058-599-044	8	2451.507/ 00080	GRANULAR BACKFILL (CV)	C Y	18.00	65	0	0.00	65	1,170.00	
SAP 058-599-044	9	2451.507/ 00270	COARSE AGGREGATE BEDDING (CV)	C Y	45.00	98	0	0.00	98	4,410.00	
SAP 058-599-044	10	2511.504/ 00017	GEOTEXTILE FILTER TYPE 7	S Y	5.00	213	0	0.00	213	1,065.00	
SAP 058-599-044	11	2511.509/ 00013	RANDOM RIPRAP CLASS III	TON	70.00	76	0	0.00	103	7,210.00	
SAP 058-599-044	12	2563.601/ 00010	TRAFFIC CONTROL	LS	2,500.00	1	0	0.00	1	2,500.00	
SAP 058-599-044	13	2573.602/ 00170	TEMPORARY SEDIMENT TRAP	EACH	1,000.00	1	0	0.00	1	1,000.00	
SAP 058-599-044	14	2101.501/ 00020	CLEARING & GRUBBING	LS	7,000.00	1	0	0.00	1	7,000.00	
SAP 058-599-044	15	2104.503/ 00255	REMOVE PIPE CULVERTS	L F	15.00	45	0	0.00	45	675.00	
SAP 058-599-044	16	2105.507/ 00360	COMMON BORROW (LV)	C Y	12.50	1081	0	0.00	1081	13,512.50	
SAP 058-599-044	17	2105.507/ 00015	COMMON EXCAVATION	C Y	7.50	131	0	0.00	131	982.50	
SAP 058-599-044	18	2118.507/ 00150	AGGREGATE SURFACING (CV) CLASS 5	C Y	24.00	238	0	0.00	238	5,712.00	
SAP 058-599-044	19	2501.502/ 04018	18" GS PIPE APRON	EACH	150.00	4	0	0.00	4	600.00	
SAP 058-599-044	20	2501.503/ 12018	18" CS PIPE CULVERT	L F	40.00	54	0	0.00	64	2,560.00	
SAP 058-599-044	21	2573.503/ 00023	SILT FENCE; TYPE MS	L F	2.50	727	0	0.00	459	1,147.50	
SAP 058-599-044	22	2575.501/ 00020	TURF ESTABLISHMENT	LS	3,800.00	1	0	0.00	1	3,800.00	
SAP 058-599-044	23	2575.504/ 00073	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	3.00	1402	0	0.00	1402	4,206.00	
SAP 058-599-044	24	2575.505/ 00055	RAPID STABILIZATION METHOD 1	ACRE	6,000.00	0.29	0	0.00	0.29	1,740.00	
Base Bid Totals:								\$0.00		\$166,082.50	

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
SAP 058-599-044	Participating	0.00	124,147.00
SAP 058-599-044	Non-Participating	0.00	41,935.50

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:										\$		\$

Contract Total	166,082.50
-----------------------	-------------------

Contract Change Totals			
Number	Description	Amount This Request	Amount To Date

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Resolution 2021-09
of the
Pine County Board of Commissioners

**A Resolution Supporting the Federal Recreational Trail
Grant for the Soo Line South Trail**

WHEREAS the Northern Pine Riders provide 156 miles of public snowmobile trails in Pine County which includes the 13.5-mile multi-use Soo Line South Trail,

WHEREAS the Northern Pine Riders Snowmobile Club, in partnership with the City of Willow River, is seeking a Federal Recreational Trail Grant from the Minnesota Department of Natural Resources for the purpose of improving the treadway and other improvements of above said trail to enhance the trail users' experience and safety for trail users and groomer operators, and

WHEREAS Pine County recognizes the positive economic and recreational values of the multi-use Soo Line South Trail for our citizens and the area.

NOW, THEREFORE, BE IT RESOLVED That the County of Pine requests the Minnesota Department of Natural Resources approve said Federal Grant request on behalf of the Northern Pine Riders Snowmobile Club and the City of Willow River as stated above.

Dated this 2nd day of February 2021.

Stephen M. Hallan, Chair
County Board of Commissioners

David J. Minke, Administrator
Clerk to Board of Commissioners

Resolution 2021-09
of the
Pine County Board of Commissioners

**A Resolution Supporting the Federal Recreational Trail
Grant for the Soo Line South Trail**

WHEREAS the Northern Pine Riders provide 156 miles of public snowmobile trails in Pine County which includes the 13.5-mile multi-use Soo Line South Trail,

WHEREAS the Northern Pine Riders Snowmobile Club, in partnership with the City of Willow River, is seeking a Federal Recreational Trail Grant from the Minnesota Department of Natural Resources for the purpose of improving the treadway and other improvements of above said trail to enhance the trail users' experience and safety for trail users and groomer operators, and

WHEREAS Pine County recognizes the positive economic and recreational values of the multi-use Soo Line South Trail for our citizens and the area.

NOW, THEREFORE, BE IT RESOLVED That the County of Pine requests the Minnesota Department of Natural Resources approve said Federal Grant request on behalf of the Northern Pine Riders Snowmobile Club and the City of Willow River as stated above.

Dated this 2nd day of February 2021.

Stephen M. Hallan, Chair
County Board of Commissioners

David J. Minke, Administrator
Clerk to Board of Commissioners



AGENDA REQUEST FORM

Date of Meeting: February 2, 2021

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

Agenda Item: Approve contract between HHS and Arrowhead

Department: HHS

Rebecca Foss

Department Head signature

Background information on Item:

Pine County Health and Human Services provides transportation to eligible social service clients. This service has been provided in different ways over the last 6 years. Between 2015 and 2018, HHS attempted to recruit and schedule volunteer drivers, and would then reimburse the volunteer drivers their mileage according to the IRS rate. However, there were too few volunteers and there was limited internal capacity to create a more robust network of volunteer drivers. Since then, we have held a contract with Arrowhead to provide this service to eligible social service clientele.

This contract is valid from January 1, 2021 through December 31, 2022. The cost of the service is invoiced according to mileage driven. Arrowhead is reimbursed at the IRS mileage rate plus an administrative rate of 38 cents per mile. The pandemic has impacted this service, given that many activities and services were held virtually. HHS paid \$13,768 to Arrowhead for transportation in 2019 and paid \$2,301 for services in 2020. Given that many activities are still being held virtually, the department anticipates that expenses may initially follow the same trajectory into the beginning months of 2021. The contract has been reviewed by the County Attorney’s Office.

Action Requested:

Authorize Board Chairperson and County Administrator to sign the contract between HHS and Arrowhead.

Financial Impact:

Expenses for transportation services are included in the HHS budget. As noted above, the amount expended can vary.

CONTRACT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND
COMMON CARRIER TRANSPORT PROVIDER
(Arrowhead Economic Opportunity Agency, Inc.)

THIS CONTRACT, by and between the COUNTY OF PINE, 315 Main St S., Ste 200, Pine City, Minnesota 55063, a political subdivision of the State of Minnesota, ("County"), and Common Carrier Transport Provider, identified as ARROWHEAD ECONOMIC OPPORTUNITY AGENCY, INC., 702 Third Avenue South, Virginia, Minnesota 55792-2797, a Minnesota non-profit corporation ("Agency"), is for the period from January 1, 2021 through December 31, 2022.

WHEREAS, the Agency is duly qualified to provide volunteer transportation services to the citizens of Pine County;

WHEREAS, an Advisory Board representing the consumers of Pine County public transportation services will advise the Agency in operation (within the rules and regulations of the Minnesota Department of Transportation and the Arrowhead Economic Opportunity Agency) with mutual agreement of the Agency and County; and

WHEREAS, the County wishes to enter into an agreement with the Agency to provide social service transportation to Pine County residents whom are eligible for the service.

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

Article I - Services to be Provided

The Agency will provide transportation services for twenty-four (24) months. The Agency agrees to furnish volunteer drivers with vehicles for persons for whom a request is made by the Pine County Health and Human Services Department.

The volunteer drivers will be recruited and trained by the Agency, will be under control and direction of the Agency, and will be paid solely by the Agency. The Agency agrees that all volunteer drivers recruited by the Agency shall maintain a valid Minnesota driver's license pursuant to Minnesota Statutes Chapter 171 at all times when engaged in the transportation of persons eligible for the program and will have passed a background check.

The County's participation in this program shall be limited to identifying persons eligible for transportation by volunteer drivers, authorizing a destination for such persons, and paying to the Agency such sums as are agreed upon to reimburse Agency for its actual costs paid to volunteer drivers.

Article II - Cost of Services

- A. The County will secure funds from State and Federal sources for 2021-2022.
- B. The County agrees to reimburse the Agency at the IRS rate per mile for miles driven while client passengers are in the vehicle plus an administrative rate of 38 cents per mile, traveling to and from social service appointments and will, for expenditures authorized in advance, reimburse to the Agency its documented costs paid to volunteer drivers for meals, parking, overnight lodging and other authorized expenses.

CONTRACT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND
COMMON CARRIER TRANSPORT PROVIDER
(Arrowhead Economic Opportunity Agency, Inc.)
2021-2022

Article III -Audit and Record Disclosure

The Agency agrees to maintain accounting records, supported by properly executed invoices, contracts and/or vouchers evidencing in proper detail the nature and property charges in accordance with the rules and regulations of sound auditing procedures. The Agency furthermore agrees to allow personnel of the County, the Minnesota Department of Human Services and the State Auditor's Office access to Agency's books, records, documents and accounting procedures and practices, pertaining to this Contract, at reasonable hours, in order to exercise their right to audit the records and to monitor the services.

The Agency agrees to provide County with a copy of its annual audit within thirty (30) days of the Agency's receipt of said audit.

Article IV - Affirmative Action and Other Requirements

- A. The Agency agrees to comply with the Civil Rights Act of 1964, Title VII (42 USCS 2000e), including Executive Order No. 11246 as amended, Title VI (42 USC 2000d), the Minnesota Human Rights Act, and all applicable federal and state laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services. The Agency shall not discriminate in employment, facilities and in the rendering of purchased services hereunder on the basis of race, color, creed, religion, national origin, sex, marital status, public assistance status, disability, sexual orientation, or age.
- B. The Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794) and all requirements imposed by the applicable HHS regulation (45 CFR Part 84). and all guidelines and interpretations issued pursuant thereto.
- C. The Agency certifies that it meets lawful conditions of the Clean Air Act as required by 45 CFR 228.70 and 74.159(4).
- D. The Agency agrees to comply with Public Law 95-142. the Medicare-Medicaid Antifraud and Abuse Amendments of 1977.

The parties agree to comply in all respects with the Health Insurance Portability and Accountability Act, Public Law, 104-191 (HIPAA) and all rules, regulations and controls affected or promulgated pursuant thereto. The parties agree that as HIPAA and its rules and interpretations become effective, the parties shall take whatever actions are necessary to comply with HIPAA. Should a party fail or refuse to honor its obligations pursuant to this Section, the other party may give written notice of termination of this Agreement. Such notice shall provide for termination of the contract within thirty (30) days of delivery of notice, and shall specify the action(s) which are to be taken by the receiving party to meet HIPAA requirements. The receiving party shall initiate required compliance with HIPAA within the thirty (30) day period in order to avoid termination pursuant to this Section.

CONTRACT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND
COMMON CARRIER TRANSPORT PROVIDER
(Arrowhead Economic Opportunity Agency, Inc.)
2021-2022

Article V - Indemnity and Insurance Clause

- A. Indemnity: The Agency agrees to defend, indemnify, and hold the County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the Agency, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Agency or the subcontractors, partners, or independent contractors or any of their agents or employees under the agreement.
- B. Insurance: The Agency agrees that in order to protect itself, as well as the County under the indemnification provision set forth above, the Agency will, at all times during the term of this agreement, have and keep in force:
- a general liability insurance policy in the amount of not less than \$1.5 million per occurrence and \$3 million aggregate (County must be named as an additional insured); and
 - a professional liability insurance policy in the amount of not less than \$1.5 million per occurrence and \$3 million aggregate; and
 - Automobile Liability Insurance:
 - a) \$1,500,000 on a combined single limit basis (County must be named as an additional insured)
 - b) Must cover owned, non-owned and hired vehicles; and
 - worker's compensation in amounts set by applicable state and federal laws

An excess or umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements. In the event of a claim, the Agency is responsible for any deductible.

The Agency must furnish County with an original certificate of insurance as evidence of all required coverage. Provider must provide County with at least 30 days' advance notice of any substantial change to or cancellation of any insurance policies required under the Contract.

Article VI - Conditions of the Parties' Obligations

- A. Any alterations, variations, modifications or waivers of provisions of this Contract shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Contract.
- B. The Agency agrees that in any reports, news releases, public service announcements or publications regarding the Agency's program, the County will be identified as a funding source.
- C. This Contract may be extended for a period of three months, at the option of the County. If the County desires to extend the terms of the contract, it shall notify the Agency in writing at least twenty (20) days before the expiration of the Contract. All terms of this Contract will remain in effect pending execution of an amendment, execution of a new contract or notice of termination as provided herein.

CONTRACT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND
COMMON CARRIER TRANSPORT PROVIDER
(Arrowhead Economic Opportunity Agency, Inc.)
2021-2022

Article VII - Independent Contractor

The Agency is an independent contractor and not an employee or agent of County. No statement contained in this Contract shall be construed so as to find the Agency to be an employee or agent of County; and the Agency, its officers, employees, volunteers and agents shall be entitled to none of the rights, privileges or benefits of County employees. Nothing contained herein is intended nor shall be construed as in any manner creating or establishing an employment relationship between the parties or as constituting the Agency, its officers, employees, volunteers or agents as the agent, representative or employee of County for any purpose or in any manner, whatsoever.

Article VIII - Safeguard of Client Information

- A. The use or disclosure by any party of any private information concerning a client, in violation of any rule of confidentiality or for any purpose not directly connected with the administration of County's or the Agency's responsibility with respect to the Purchased Services, is prohibited without the written consent of the client or responsible parent or guardian.
- B. The Agency agrees to comply in all respects with the Minnesota Government Data Practices Act, Minnesota Statutes section 13.46, and the Agency further agrees to comply with any requests of County which are necessitated by County's obligations under said Act. The Agency's Director is responsible for compliance with said Act.
- C. The parties agree to comply in all respects with the Health Insurance Portability and Accountability Act, Public Law. 104-191 (HIPAA) and all rules, regulations and controls affected or promulgated pursuant thereto. The parties agree that as HIPAA and its rules and interpretations become effective, the parties shall take whatever actions are necessary to comply with HIPAA. Should a party fail or refuse to honor its obligations pursuant to this Section, the other party may give written notice of termination of this Contract. Such notice shall provide for termination of the Contract within thirty (30) days of delivery of notice, and shall specify the action(s) which are to be taken by the receiving party to meet HIPAA requirements. The receiving party shall initiate required compliance with HIPAA within the thirty (30) day period in order to avoid termination pursuant to this Section.

Article IX - Cancellation. Default and Remedy

- A. This Contract shall continue in effect until terminated by either party, with or without cause, with thirty (30) days advance, written notice delivered to the other party. Notice to the County shall be served on the Director, Pine County Health and Human Services, 315 Main St S., Ste 200, Pine City, Minnesota 55063, on behalf of County.
- B. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing. signed by an authorized representative of County, upon resolution of County.

CONTRACT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND
COMMON CARRIER TRANSPORT PROVIDER
(Arrowhead Economic Opportunity Agency, Inc.)
2021-2022

Article X - Single Instrument Legality

- A. It is understood and agreed that the entire agreement of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Agency and County, relating to the subject matter hereof.
- B. The provisions of this Contract are severable. If a court of law holds any paragraph, section, subdivision, sentence, clause or phrase of this Contract to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such ruling shall not affect the remaining portions of this Contract. However, upon the occurrence of such event, the parties shall immediately meet to negotiate a revised Contract which does not violate the above-referenced ruling.

CONTRACT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND
COMMON CARRIER TRANSPORT PROVIDER
(Arrowhead Economic Opportunity Agency, Inc.)
2021-2022

IN WITNESS WHEREOF, County and Agency agree that this Contract is effective from January 1, 2021 through December 31, 2022.

APPROVED AS TO FORM AND EXECUTION:

Pine County Attorney

Date

County:
Chairperson, Pine County Board of Commissioners

Date

County Administrator

Date

Rebecca Foss

Director, Pine County Health & Human Services

January 15, 2021

Date

Agency:
Arrowhead Economic Opportunity Agency (AEOA)
Arrowhead Transit

Date



AGENDA REQUEST FORM

Date of Meeting: February 2, 2021

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

Agenda Item: Approve Contract Between HHS and PHASE

Department: HHS

Rebecca Foss

Department Head signature

Background information on Item:

HHS historically contracts with PHASE (Pine Habilitation and Supported Employment) to provide services to community members who are working with an HHS case manager and deemed eligible and appropriate for employment services. Through this contract, the two primary services that PHASE will continue to provide include day training and habilitation (DT & H) and supported employment to individuals who are not on a waived program. This contract is for calendar year 2021. The costs for these services in 2021 remain the same as 2020. The County Attorney has reviewed and approved the contract.

Action Requested:

Approve the contract between HHS and PHASE.

Financial Impact:

The expenses associated with this service are contained in the 2021 HHS budget, and the costs are offset by an allocation received from the state and federal government- the VCAA- Vulnerable Children and Adult Act funding.

CONTRACT BETWEEN PINE COUNTY HEALTH AND HUMAN SERVICES AND
PINE HABILITATION AND SUPPORTED EMPLOYMENT

THIS AGREEMENT is made and entered into by and between the Pine County Board of Commissioners, through Pine County Health and Human Services, ("COUNTY"), 635 Northridge Dr. NW, Pine City, MN 55063 and Pine Habilitation and Supported Employment (PHASE), ("CONTRACTOR"), PO Box 126, Sandstone, MN 55072

WHEREAS, the COUNTY has identified a certain population within the County of Pine who are in need of Day Training and Habilitation and or Supported Employment Services.

WHEREAS, the CONTRACTOR represents that it is duly licensed, qualified, and willing to perform such services; and

WHEREAS, the CONTRACTOR wishes to purchase such services from the CONTRACTOR.

NOW, THEREFORE, in consideration for the mutual undertakings and agreements hereinafter set forth, the COUNTY, through Health and Human Services, and the CONTRACTOR agree as follows:

I. Term of Agreement

The CONTRACTOR agrees to furnish services to the benefit of the COUNTY during the period commencing January 1, 2021, and terminating December 31, 2021 irrespective of the date of signatures/execution below.

II. Services to be Provided and Reporting

- A. Day Training and Habilitation (DT&H): Licensed supports to provide persons with help to develop and maintain life skills, participate in community life and engage in proactive and satisfying activities of their own choosing. The following are covered DT&H services:
1. Community integrated activities, including the use of leisure and recreation time.
 2. Supervision, training and assistance in the areas of self-care, communication, socialization and behavior management.
 3. Supported employment and work-related activities.
 4. Training in community survival skills, money management and therapeutic activities that increase adaptive living skills of a person.
- B. Supported Employment: Paid employment for participants for whom competitive employment at or above the minimum wage is unlikely without supports, and who, because of their disabilities, need intensive ongoing support to perform in a community work setting. The following are Supported Employment services:
1. Individual and small group counseling.
 2. Individualized work related assessment.
 3. Individual job development and job placement activities that produce an appropriate job match for the person and the employer.
 4. Long-term support services to assure job retention.
 5. Mobility training.
 6. On-the-job training in work and related work skills required for job performance.
 7. Supervision and ongoing monitoring of a person's performance.
 8. Training in related skills essential to obtaining and retaining employment such as the effective use of community resources.
 9. Training in the use of break and lunch areas.
 10. Training to access various transportation resources.
- C. Other services also included:
1. Advocacy, negotiation and liaison communications with employers.

2. Benefit(s) review and analysis.
3. Community business outreach and contact for available employment opportunities.
4. Design and implementation of schedules for ongoing follow-up support, job coach fading and remote monitoring.
5. Development and strengthening of natural work supports.
6. Employment marketplace research.
7. Employment-specific transportation coordination.
8. Job application, resume and cover letter writing and development.
9. Job specific data collection, documentation and progress reporting.
10. Negotiating and finalizing terms of employment.

D. Transportation: Transportation services for non-medical purposes to enable persons to participate in DT&H services.

III. In partnership, the COUNTY and CONTRACTOR will oversee the eligibility criteria, the referral process, and reporting process.

IV. Cost of the Agreement/Billing Instructions

Attached with each monthly invoice, the CONTRACTOR will provide a list of client names and dates of service to the COUNTY. The rates below are subject to change when the Minnesota Legislature authorizes a rate change. Services will be billed at the following rates.

The following rates do not apply to DHS Waiver:

A. DT&H - Phase North & Recycling

- Daily: \$62.83
- Partial: \$47.13
- Round Trip Transportation: \$22.00

B. DT&H - Phase South

- Daily \$103.60
- Partial: \$77.71
- Round Trip Transportation: \$22.00

C. Supported Employment: 1:1

- 15 minute: as negotiated by parties at time of service.

V. Payment for Services

Payment for services shall be made direct to the CONTRACTOR within 35 days of COUNTY's receipt of the said invoice, pursuant to Minnesota Statutes section 471.425 subdivision 2(a).

VI. Indemnification and Insurance

A. CONTRACTOR agrees that in order to protect itself as well as the COUNTY, it will at all time during the term of this contract keep in force an insurance policy. This liability insurance policy will meet the limits as shown below or be equal to the tort liability limits under Minnesota Statutes sections 3.736 and 466.04, subdivision 4, whichever is greater. However, should the coverage available to the CONTRACTOR exceed the liability limits, nothing by the way of that level of coverage shall be construed as a waiver of the limits available to the COUNTY. The COUNTY will be sent a current certificate of insurance on an annual basis.

1. Commercial General Liability Insurance

- a. \$500,000 per claimant / \$1,500,000 per occurrence / \$3,000,000 annual aggregate.

2. Automobile Insurance (if vehicles are used to conduct this contract)

- a. Coverage shall be provided for hired, non owned and owned autos.
 - b. Minimum limits: \$500,000 per claimant / \$1,500,000 occurrence / \$1,500,000 annual aggregate.
- 3. Worker's Compensation and Employer's Liability as required by Minnesota Law.
- 4. Professional Liability / Errors and omissions coverage.
 - a. Per claim limit: \$1,500,000
 - b. Per person: \$500,000
- 5. Bonding: The CONTRACTOR will be required to maintain at all times, during the terms of this contract, a fidelity bond or insurance coverage for employee dishonesty with a minimum amount of \$50,000 covering the activity of each person authorized to receive or distribute monies under the term of this contract.
- B. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days prior notice thereof to the COUNTY.
- C. Prior to the effective date of this contract, and as a condition precedent to this contract, the CONTRACTOR will furnish the COUNTY with Certificates of Insurance.
- D. The CONTRACTOR agrees to defend, indemnify, and hold COUNTY, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the CONTRACTOR, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the vendor or the subcontractors, partners, or independent contractors or any of the agents or employees under the agreement.

VII. Compliance with Laws / Standards

- A. The CONTRACTOR shall maintain in good standing, all professional credentials necessary to provide the services contemplated and set forth herein.
- B. The CONTRACTOR shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to the contract or to the subject matter thereof for which the CONTRACTOR is responsible.
 - 1. By signing this contract, the CONTRACTOR certifies that it and its principals and its employees: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local government department or county; and have not within a three-year period preceding this contract:
 - a. Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - b. Violated any federal or state antitrust statutes; or
 - c. Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
 - 2. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;

- b. Violating any federal or state antitrust statutes; or
 - c. Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not aware of any information and possess no knowledge that any sub contractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
 4. CONTRACTOR shall immediately give written notice to the COUNTY should CONTRACTOR come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or perforating; a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

VIII. Conditions of CONTRACTOR'S Obligation

- A. The CONTRACTOR agrees to inform the COUNTY of changes in ownership, organizational structure, board of director membership, and/or chief operating officers with thirty (30) days after occurrence.
- B. It is understood and agreed that in the event the funding to the COUNTY from state and federal sources is not obtained and continued to an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall be terminated.
- C. The CONTRACTOR must, within ten (10) days notify the COUNTY in writing whenever it is unable to, or going to be unable to provide the required quality or quantity of Purchased Services. Upon such notification, the COUNTY must determine whether such inability will require modification or cancellation of the contract.
- D. Either party may cancel this contract with or without cause upon sixty (60) days written notice. Written notice of cancellation by the CONTRACTOR shall be addressed to Director, Pine County Health and Human Services, 635 Northridge DR NW, Pine City, MN 55063.
- E. Before the termination date of the contract, the COUNTY may evaluate the Contract performance of the CONTRACTOR and determine whether such performance merits renewal of this Contract.
- F. The COUNTY will reimburse for services specified in this Contract that have been delivered. Any alterations, variations, modifications or waivers of provisions of this Contract shall be valid only when they have been reduced to writing, duly signed, and attached to the original Contract.
- G. If the COUNTY determines that funds are not being administered in accordance with the approved service plan and budget or that services are not being properly provided according to the terms of this Contract, the COUNTY may terminate this Contract after notice has been provided to the CONTRACTOR's designated agent.

IX. Independent Contractor

- A. The CONTRACTOR is an independent contractor and neither the position nor the work of the CONTRACTOR shall cause the CONTRACTOR to be construed as an employee of the County in any way. The CONTRACTOR shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services.
- B. The CONTRACTOR acknowledges and agrees that it is not entitled to receive any of the benefits received by COUNTY employees and is not eligible for workers or unemployment compensation benefits.

C. The CONTRACTOR also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due and that it is the CONTRACTOR's sole obligation to comply with the applicable provisions of all federal and state laws.

X. Data Practices

All data collected, created, received, maintained, or disseminated for any purposes by the activities of CONTRACTOR because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing said act now in force or as adopted, as well as HIPAA or other federal regulations on data privacy.

XI. Records-Availability and Retention

- A. Pursuant to Minnesota Statutes section 16C.05 subd. 5, the CONTRACTOR agrees that the COUNTY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the CONTRACTOR and involve transaction relating to the Contract.
- B. CONTRACTOR agrees to maintain these records for a period of six (6) years from the date of termination of the Contract.
- C. CONTRACTOR will maintain client and placement records according to business standard practices.

XII. Audit and Record Disclosures

- A. The CONTRACTOR agrees to provide a financial review of program expenditures within 180 days of the end of the calendar year.
- B. Maintain all records pertaining to the contract at address of CONTRACTOR for six (6) years for audit purposes.

XIII. Contractor Qualifications and Training

- A. The CONTRACTOR agrees to use only qualified personnel to provide any purchased services. If licensing or certification is a necessary prerequisite for provision of services, the CONTRACTOR shall ensure that personnel are properly licensed or certified.
- B. The CONTRACTOR agrees to provide or arrange for staff training as required.
- C. A copy of the staff training plan shall be provided to the COUNTY upon request.
- D. A background check satisfactory to the COUNTY will be performed on all employees prior to unsupervised client contact in accordance with the Minnesota Department of Human Services.
- E. The CONTRACTOR agrees to maintain at all times during the term of the Contract a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program or program services will consent to a background check for evidence of maltreatment of adults or minors substantiated under Minnesota Statutes section 626.556.

XIV. Subcontracting

CONTRACTOR shall not enter in any subcontract for performance of any services contemplated under the Contract without the knowledge and written approval of the COUNTY and subject to such conditions and provisions as the COUNTY may deem necessary. With regard to any subcontractors so retained the CONTRACTOR shall be responsible for the performance under this contract and agrees to comply with prompt payment of any and all subcontractors pursuant to Minnesota Statutes section 471.425 subdivision 4a

XV. Nondiscrimination

During the performance of this agreement, the CONTRACTOR agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

XVI. Representatives

The following named persons are designated the authorized representatives of parties for purposes of this Contract. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, as to the COUNTY, the authorized representative shall have only the authority specifically or generally granted to the County Board of Commissioners. Notification required to be provided pursuant to the Contract shall be provided to the following named persons and addresses unless otherwise stated in the Contract, or in a modification of this Contract.

County Designee: Patrick Meacham, Social Services Supervisor
Pine County Health and Human Services
635 Northridge DR NW
Pine City, MN 55063
320-216-4106

Contractor Designee: Tim Schmutzer, Executive Director
Pine Habilitation and Supported Employment
PO Box 126
Sandstone, MN 55072
320-245-2246

XVII. Modifications

Any alterations, variations modifications, or waivers of provisions of this Contract must be valid only when they have been reduced in writing, duly signed, and attached to the original of this Contract.

No claim for services furnished by CONTRACTOR not specifically provided in the Contract will be allowed by the COUNTY nor must the CONTRACTOR do any work or furnish any material not covered by the Contract, unless this is approved in writing by the COUNTY. Such approval must be considered a modification of the Contract.

IN WITNESS THEREOF, the COUNTY and the CONTRACTOR, each intending to be bound by this agreement, effective January 1, 2021 irrespective of the dates of the signatures, certifies that the appropriate person have executed the contract, as required by applicable articles, by-laws resolutions and ordinances.

COUNTY OF PINE
STATE OF MINNESOTA

DIRECTOR
COUNTY SOCIAL SERVICE AGENCY

BY: _____
Chairperson of the County Board

BY: _____
Director of Health and Human Services

DATED: _____

DATED: _____

ATTESTED TO:

CONTRACTOR

BY: _____
County Administrator

BY: _____
PHASE Executive Director

DATED: _____

DATED: _____

APPROVED AS TO LEGALITY AND FORM:

BY: _____
County Attorney

DATED: _____



AGENDA REQUEST FORM

Date of Meeting: 02-02-21

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

5 mins. 10 mins. 15 mins. Other

Agenda Item: Willow River and Askov law enforcement contracts

Department: Sheriff


Department Head signature

Background information on Item:

The Pine County Sheriff's Office provides law enforcement to Willow River and Askov on an "as needed" basis. These contracts will extend the agreement until end of 2023. The rates have been adjusted to the regular city contract rates.

Action Requested:

Approve and sign.

Financial Impact:

Will allow for billing of some hours.

2021-2023
PINE COUNTY
AND
CITY OF WILLOW RIVER
AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this 4 day of January, 2020, by the Pine County Sheriff, hereinafter referred to as the "Sheriff" and approved by the County of Pine, a Minnesota political subdivision, hereinafter referred to as the "County Board" and the City of Willow River, a Minnesota municipal corporation, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the Sheriff is agreeable to providing additional law enforcement services within the City boundaries, beyond that which is customarily and regularly provided to the City, and the County Board approves the allocation of additional law enforcement services to the City; and

WHEREAS, such contracts are authorized and provided for by the provisions of Minnesota Statutes § 471.59 and § 436.05.

NOW THEREFORE, pursuant to the terms of the aforesaid Statutes it is agreed as follows:

1. **Services to be provided.** The Sheriff and County Board agree to provide law enforcement services for the City, within the corporate limits of the City, from January 1st, 2021 through December 31st, 2023. The law enforcement services shall be provided to the City on an "as needed" basis and said services shall only be provided upon the request of the City Council via the City clerk. The County Sheriff's Office shall investigate all violations of state law and City ordinance violations within the city except for ordinance violations that the City compliance officer is investigating and has not requested a criminal investigation. The law enforcement services provided by the County Sheriff's Office to the City shall be comparable to the level and delivery of services provided elsewhere in the County by its Sheriff's Office.
2. **Administrative Responsibility.** All decisions concerning the implementation and performance of law enforcement service, including the disciplining of deputies, shall remain with the Sheriff's Office. If the County Sheriff is unable to comply with the

City's request concerning the assignment of a deputy, he shall explain the reasons to the City Council.

3. **City's Responsibilities.** In order to provide satisfactory law enforcement services to the city, the County Sheriff's Office shall have the full and complete cooperation from the City and its officials, agents and employees.
4. **Information to be provided to the City.** The County Sheriff's Office shall supply the City a summary of the deputies' activities for all law enforcement services that were requested by the City and provided by the County Sheriff's Office to the City during the past month with the billing statement. This information must contain sufficient detail so that the city can understand the nature of the investigations or calls the deputies performed each month.
5. **Dispute Resolution.** The City Clerk shall act as liaison between the City and the Sheriff with respect to this Agreement. The City and the Sheriff should attempt to resolve all problems related to the law enforcement services on the basis of mutual interest and understanding. If the city has concerns about a particular investigation or performance of the deputy, the City Clerk shall report the concerns directly to the Chief Deputy. If the City Clerk does not receive a satisfactory response from the Chief Deputy, the City Clerk shall report the concerns to the County Sheriff. In either event, the City Clerk shall report the Chief Deputy or Sheriff's responses to the City's questions or concerns to the City Council. The Chief Deputy or Sheriff shall attend City Council meetings, as requested for the purpose of addressing any concerns or questions of the City Council.
6. **Payment.** The City has requested and the County Sheriff's Office has agreed to provide law enforcement services, as outlined above in paragraph 1, to the city during the term of this Agreement. In consideration for the law enforcement services being provided by the County Sheriff's Office to the City, the County Sheriff's Office shall bill the City on an hourly basis for services provided. The hourly rate for the law enforcement services shall be billed in half hour increments. The County Sheriff's Office will submit its itemized billing statement and summary of activity within 30 days of providing requested services to the City for payment. Payment shall be made to the County and is due 30 days from the date of statement.
7. **Terms of this Agreement; Renewal.** The term of this Agreement shall be from January 1st, 2020 through December 31st, 2023 and shall automatically renew for additional one-year terms. The County Sheriff's Office shall notify the City by August 1st of each year the hourly rate for the law enforcement services for the following year. The City Clerk and a City Council member shall be designated by the City to meet with the County Sheriff to discuss any concerns or changes needed to the Agreement for the next term. The Sheriff or Chief Deputy shall attend a regular city

council meeting in August (July or September if a time conflict exists) of each year if a conflict of the terms of the agreement exists. Any changes or modifications with respect to this agreement shall be agreed to by the parties no later than September 15th of each year. If either party chooses to terminate this Agreement, it may do so for any reason so long as written notice is provided to the other party no later than September 15th so that the other party may have sufficient time to revise its budget to reflect this change for the following year.

8. **Employees of the County.** All County Sheriff's Office employees performing services for the city pursuant to this Agreement are employees of the County, therefore, all obligations with regard to wages, workers compensation, PERA, withholding tax, insurance and similar benefits shall be the obligation of the County. The City shall not be required to assume any liability of employment for any County employee, including but not limited to, for injuries or sickness arising out of their employment hereunder. The County agrees to hold, indemnify, defend and hold the City harmless from any such claims.
9. **Indemnification.** The County, its officials and employees shall not be deemed to assume any liability for the intentional or negligent acts or omissions of the City, or any official, agent, or employee thereof, and the City agrees to hold harmless, indemnify, and defend the County, its officials and employees from any and all claims for damages arising out of this Agreement. The City shall hold harmless, indemnify and defend the County, its officials and employees from any and all claims for damages resulting from the County's enforcement of any ordinance of the City pursuant to this Agreement except for any claim arising as a result of intentional or negligent acts or omissions of the County.

The City, its officials and employees, shall not be deemed to assume any liability for the intentional or negligent acts or omissions of the County or liability incurred as a result of the actions of the County under this Agreement, or any official, agent, or employee thereof, and the County agrees to hold harmless, indemnify and defend the City, its officials and employees from any and all claims for damages or otherwise arising out of this Agreement.

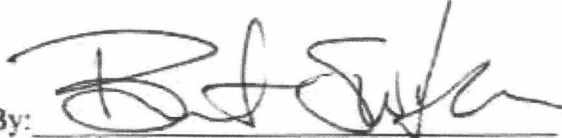
10. **Fine and Forfeiture Revenues.** All fines collected by the courts, the County or the City for violations that occurred in the City shall be disbursed according to the State Statute. All proceeds recovered from the sale of forfeited property from a violation that occurred in the City shall be disbursed to the Sheriff's Office.
11. **Hourly rates:**
 - 2021-\$57.77/hour
 - 2022-\$59.50/hour
 - 2023-\$61.29/hour

IN WITNESS THEREOF, the City, by motion of its governing body caused this Agreement to be signed by its Mayor and City Clerk, and the Sheriff of Pine County, and the Pine County Board of Commissioners, has caused these presents to be subscribed by the County on the day and year first above written.

County of Pine

By: _____
Pine County Sheriff

By: _____
Chairman of the Pine County Board
Of Commissioners

By: 
Mayor City of Willow River

By: 
Willow River City Clerk

2021-2023
PINE COUNTY
AND
CITY OF ASKOV
AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by the Pine County Sheriff, hereinafter referred to as the "Sheriff" and approved by the County of Pine, a Minnesota political subdivision, hereinafter referred to as the "County Board" and the City of Askov, a Minnesota municipal corporation, hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the Sheriff is agreeable to providing additional law enforcement services within the City boundaries, beyond that which is customarily and regularly provided to the City, and the County Board approves the allocation of additional law enforcement services to the City; and

WHEREAS, such contracts are authorized and provided for by the provisions of Minnesota Statutes § 471.59 and § 436.05.

NOW THEREFORE, pursuant to the terms of the aforesaid Statutes it is agreed as follows:

1. **Services to be provided.** The Sheriff and County Board agree to provide law enforcement services for the City, within the corporate limits of the City, from January 1st, 2021 through December 31st, 2023. The law enforcement services shall be provided to the City on an "as needed" basis and said services shall only be provided upon the request of the City Council via the City clerk. The County Sheriff's Office shall investigate all violations of state law and City ordinance violations within the city except for ordinance violations that the City compliance officer is investigating and has not requested a criminal investigation. The law enforcement services provided by the County Sheriff's Office to the City shall be comparable to the level and delivery of services provided elsewhere in the County by its Sheriff's Office.
2. **Administrative Responsibility.** All decisions concerning the implementation and performance of law enforcement service, including the disciplining of deputies, shall remain with the Sheriff's Office. If the County Sheriff is unable to comply with the City's request concerning the assignment of a deputy, he shall explain the reasons to the City Council.

3. **City's Responsibilities.** In order to provide satisfactory law enforcement services to the city, the County Sheriff's Office shall have the full and complete cooperation from the City and its officials, agents and employees.
4. **Information to be provided to the City.** The County Sheriff's Office shall supply the City a summary of the deputies' activities for all law enforcement services that were requested by the City and provided by the County Sheriff's Office to the City during the past month with the billing statement. This information must contain sufficient detail so that the city can understand the nature of the investigations or calls the deputies performed each month.
5. **Dispute Resolution.** The City Clerk shall act as liaison between the City and the Sheriff with respect to this Agreement. The City and the Sheriff should attempt to resolve all problems related to the law enforcement services on the basis of mutual interest and understanding. If the city has concerns about a particular investigation or performance of the deputy, the City Clerk shall report the concerns directly to the Chief Deputy. If the City Clerk does not receive a satisfactory response from the Chief Deputy, the City Clerk shall report the concerns to the County Sheriff. In either event, the City Clerk shall report the Chief Deputy or Sheriff's responses to the City's questions or concerns to the City Council. The Chief Deputy or Sheriff shall attend City Council meetings, as requested for the purpose of addressing any concerns or questions of the City Council.
6. **Payment.** The City has requested and the County Sheriff's Office has agreed to provide law enforcement services, as outlined above in paragraph 1, to the city during the term of this Agreement. In consideration for the law enforcement services being provided by the County Sheriff's Office to the City, the County Sheriff's Office shall bill the City an hourly basis for services provided. The hourly rate for the law enforcement services shall be billed in half hour increments. The County Sheriff's Office will submit its itemized billing statement and summary of activity within 30 days of providing requested services to the City for payment. Payment shall be made to the County and is due 30 days from the date of statement.
7. **Terms of this Agreement; Renewal.** The term of this Agreement shall be from January 1st, 2020 through December 31st, 2023 and shall automatically renew for additional one-year terms. The County Sheriff's Office shall notify the City by August 1st of each year the hourly rate for the law enforcement services for the following year. The City Clerk and a City Council member shall be designated by the City to meet with the County Sheriff to discuss any concerns or changes needed to the Agreement for the next term. The Sheriff or Chief Deputy shall attend a regular city council meeting in August (July or September if a time conflict exists) of each year if a conflict of the terms of the agreement exists. Any changes or modifications with respect to this agreement shall be agreed to by the parties no later than September

15th of each year. If either party chooses to terminate this Agreement, it may do so for any reason so long as written notice is provided to the other party no later than September 15th so that the other party may have sufficient time to revise its budget to reflect this change for the following year.

8. **Employees of the County.** All County Sheriff's Office employees performing services for the city pursuant to this Agreement are employees of the County, therefore, all obligations with regard to wages, workers compensation, PERA, withholding tax, insurance and similar benefits shall be the obligation of the County. The City shall not be required to assume any liability of employment for any County employee, including but not limited to, for injuries or sickness arising out of their employment hereunder. The County agrees to hold, indemnify, defend and hold the City harmless from any such claims.
9. **Indemnification.** The County, its officials and employees shall not be deemed to assume any liability for the intentional or negligent acts or omissions of the City, or any official, agent, or employee thereof, and the City agrees to hold harmless, indemnify, and defend the County, its officials and employees from any and all claims for damages arising out of this Agreement. The City shall hold harmless, indemnify and defend the County, its officials and employees from any and all claims for damages resulting from the County's enforcement of any ordinance of the City pursuant to this Agreement except for any claim arising as a result of intentional or negligent acts or omissions of the County.

The City, its officials and employees, shall not be deemed to assume any liability for the intentional or negligent acts or omissions of the County or liability incurred as a result of the actions of the County under this Agreement, or any official, agent, or employee thereof, and the County agrees to hold harmless, indemnify and defend the City, its officials and employees from any and all claims for damages or otherwise arising out of this Agreement.

10. **Fine and Forfeiture Revenues.** All fines collected by the courts, the County or the City for violations that occurred in the City shall be disbursed according to the State Statute. All proceeds recovered from the sale of forfeited property from a violation that occurred in the City shall be disbursed to the Sheriff's Office.
11. **Hourly rates:**
 - 2021-\$57.77/hour
 - 2022-\$59.50/hour
 - 2023-\$61.29/hour

IN WITNESS THEREOF, the City, by motion of its governing body caused this Agreement to be signed by its Mayor and City Clerk, and the Sheriff of Pine County, and the Pine County Board of Commissioners, has caused these presents to be subscribed by the County on the day and year first above written.

County of Pine

By: _____
Pine County Sheriff

By: _____
Chairman of the Pine County Board
Of Commissioners

By:  _____
Mayor City of Askov

By:  _____
Askov City Clerk

**Pine County Insurance Committee
Minutes
Thursday, January 21, 2021, 1:00 p.m.
WebEx Meeting
Pine County, Minnesota**

Members:

Commissioner Terry Lovgren
Commissioner Matt Ludwig

Members present: Commissioner Lovgren, Commissioner Ludwig

Others present: Kelly Schroeder, Auditor/Treasurer; Jackie Koivisto, HR Manager; David Minke, County Administrator and Justin Kroeger, Insurance Broker with Gallagher

1. Call to Order

Commissioner Lovgren called the meeting to order at 1:00 p.m.

2. Review Agenda

3. Wellness Program Update

Justin reviewed the wellness program that was provided through Blue Cross / Blue Shield. Resources Training and Solutions also provided funds for the county on a per member basis to use for wellness programming.

United Health Care (UHC) has wellness programs that the county can purchase such as:

- Rally base plan (included) -- no cost no reward. It's like an online game.
- Quit for life -- est. \$2,000 annually
- Rally Engaged -- est. \$19,000 annually
- Simply Engaged -- est. \$23,000 annually

Costs are estimated and include the program and reward. The actual cost will depend on employee participation.

The move to UHC included a \$55,000 implementation credit. A proportional amount of the credit, approximately \$18,000 per year, will be forfeited if the county leaves UHC before three years. The credit can be used for any purpose, but the county's direction has been to dedicate these funds to the wellness program spread over the three years. After three years, the cost of the wellness program will need to be built into the insurance rates.

The committee discussed the desirability of a "turn-key" program that would engage employees. It was thought that an employee survey could be used to capture employee input and the Wellness Committee could use its judgement and then make adjustments in the future based on usage and employee feedback. Since the funding will be from rates, the program's focus should be on employees on the county's health insurance. Some of the funds from

Resources Training Solutions were used for all employees. It was noted that the bulk of insurance premium funds are paid by the county.

The earnings from the vending machines in the employee breakroom have been dedicated to the Wellness Committee. However, it is very little money—less than \$70 for the past year.

Motion by Commissioner Ludwig to recommend the Wellness Committee be authorized to select a wellness program from UHC and to provide funding up to \$18,000 per year from the implementation credit. Second by Commissioner Lovgren. Motion passed 2-0.

4. UHC Transition/Implementation Update

Justin reviewed that there have been some prescription access issues, but those have been resolved. He stated that we should develop an appeal process to provide an avenue for employees who want an opportunity to have the county formally review UHC's decisions.

Jackie reported that from her perspective the implementation has gone well. She is aware of two instances of incorrect insurance cards being issued. She was able to get them corrected.

5. Financial Update

Because the county is self-insured, it will need to invest time to manage the program. This work will include:

- Establish goals and manage the fund reserve
- Develop a method to consider plan changes
- Develop a method to set rates
- Conduct regular (quarterly) review of usage and financial information

The consensus of the committee was that the employee committee should be included in this discussion.

Justin explained that the rates were set to ensure stability in the first year and avoid running out of funds. If we exit the plan after the first year, we need to have funding to cover the terminal liability.

6. 2021 Milestones

Justin reviewed milestones for this year including:

- Wellness plan selection/implementation
- Quarterly financial updates
- Utilization patterns (after 6 months)
- Review any member issues
- Develop appeal process
- Schedule Employee Insurance Committee meeting for February

7. Adjourn

With no further business, the meeting adjourned at 2:40 p.m.



AGENDA REQUEST FORM

Date of Meeting: Feb. 2, 2021

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

Agenda Item: 2020 Medical Examiner Report

Department: Administration

Department Head signature

Background information on Item:

Minnesota Statutes 390.33 requires that the county board appoint a medical examiner. Since 2014 Pine County has contracted with Anoka County for this service with the Midwest Medical Examiner’s Office. The agreement appoints Dr. Quinn Strobl as the Pine County Medical Examiner.

The current 3-year agreement expires December 31, 2021. The county pays a base amount of \$50,000 per year for the service. The contract provides for adjustments to the base fee for certain exceptions such as a catastrophic event (five or more deaths from a single event) and costs for legal testimony. In the seven years we have contracted, we have not had to pay more than the base amount. The base amount has decreased from a high of \$55,000 in 2015.

In addition to the \$50,000 fee, the 2021 budget includes \$12,000 for transporting remains to the medical examiner’s office in Ramsey. The transportation is done at the direction of the Sheriff’s Office by local funeral homes.

Attached is the 2020 report for your review. Dr. Strobl will attend the meeting via video conference to present the report and answer any questions.

Pine County 2020

Total Cases: 225

Total Autopsies: 39 (an increase of 17 over 2019)

Natural

- 177 jurisdiction declined
 - 99 registered hospice patients
- 18 jurisdiction assumed
 - Thirteen autopsies
 - Five females, aged 45 to 64 years of age
 - Eight males, aged 40 to 66 years of age
 - Death classifications: cardiovascular (9); autoimmune; chronic alcoholism; endocrine; and pulmonary.

Accident

- Three motor vehicle-related fatalities
 - A couple in their sixties were killed when their motorcycle was struck from behind
 - A 62-year-old man, under influence of methamphetamine, overturned his tractor
- Fifteen deaths due to substance abuse (four in 2019)
 - All, but two, were male
 - Age range 23 to 64 years (average 45 years)
 - Substances detected include:
 - Methamphetamine (9)
 - Fentanyl (5); acetyl fentanyl
 - Heroin (5)
 - Cocaine
 - Buprenorphine
- Other
 - Two complications of hip fractures due falls, ages 81 and 91 years
 - A 4-month old infant died while co-sleeping
 - A 59-year-old woman died of carbon monoxide toxicity
 - A 90-year-old woman choked on food

Suicide

- Four deaths, three were male

- Ages 26 to 51 years
- Death classifications: asphyxia-hanging (3); gunshot wound

Homicide

- A 25-year-old man was shot by law enforcement
- A 61-year-old man was shot by another person

Bones

- Multiple bones were found within a bag off a roadway. The bones were examined and deemed non-human

Cremations

- 189 cremations were approved



Medical Examiner Statistics For: Pine

January 1st through December 31st

	2016	2017	2018	2019	2020
Homicide	0	1	0	0	2
MVA Accident	8	8	4	6	3
Natural	11	20	11	15	18
Non MVA Accident	8	6	8	8	20
Non-human	1	0	2	0	1
Reportable, Declined	142	136	145	163	177
Suicide	8	6	6	5	4
Undetermined	0	1	1	0	0
Total Cases:	178	178	177	197	225
Autopsies					
Bones Examination	1	0	2	0	1
Complete	24	23	19	13	28
External	0	3	8	8	9
Limited	1	2	0	1	2
Total Autopsies:	26	28	29	22	40
Hospice	73	71	88	100	99
Cases Declined *	143	136	147	163	177
Scene Visits	0	1	0	0	0
Anthropology	0	1	0	0	0
Neuropathology Exams	0	3	1	0	2
Cardiac Pathology Exams	1	0	1	0	3
Cases With Histology	5	6	6	6	9
Cases With Toxicology	25	26	22	22	38
Lodox Imaging Performed	10	10	7	13	7
Unidentified Bodies	0	0	0	0	0
Unclaimed Bodies	0	0	0	0	0
Exhumations	0	0	0	0	0
Corneal Donations	2	3	1	0	5
Tissue Donations	3	4	2	1	5
Cremations	129	136	129	154	189
Non-Reportable	2	2	3	2	3

* Includes all Jurisdiction types other than "Assumed"



AGENDA REQUEST FORM

Date of Meeting: February 2, 2021

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

Agenda Item: Presentation on Waivered Services

Department: HHS

Rebecca Foss

Department Head signature

Background information on Item:

Social Services Supervisor Pat Meacham and Case Manager Samantha Maser will be presenting information pertaining to waivered services program areas. Topics covered will include identification of broad program areas, budgets and services associated with the program areas as well as how the programs are able to successfully assist individuals to live and thrive in their community.

Action Requested:

None- the presentation is for informational purposes only. The presentation highlights how HHS program areas work to provide person-centered services and how the programs can fund and provide for a variety of services, helping both our clients and businesses within the area.

Financial Impact:

N/A



Pine County Adult & Disability Services Unit



Pat Meacham
&
Samantha Maser



2021 Overview

Adult & Disability Programs

Budgets managed external of county budget

Common Services

Revenues

Success Story (Sam)

Success Story...by the numbers

Programs in Adult & Disability Services

Developmental Disabilities Waiver

Rule 185 Developmental Disabilities Case Management

CADI Waiver

CAC Waiver

BI Waiver

Elderly Waiver

Alternative Care

Personal Care Assistance

Consumer Support Grant

Family Support Grant

MSHO and MSC+ Managed Care Contracts with UCARE & Blue Plus

UCARE SNBC Care Coordination

Adult Foster Care Licensing

VA/DD Targeted Case Management

County Pay SILS and DT&H

Representative Payee

Guardianship

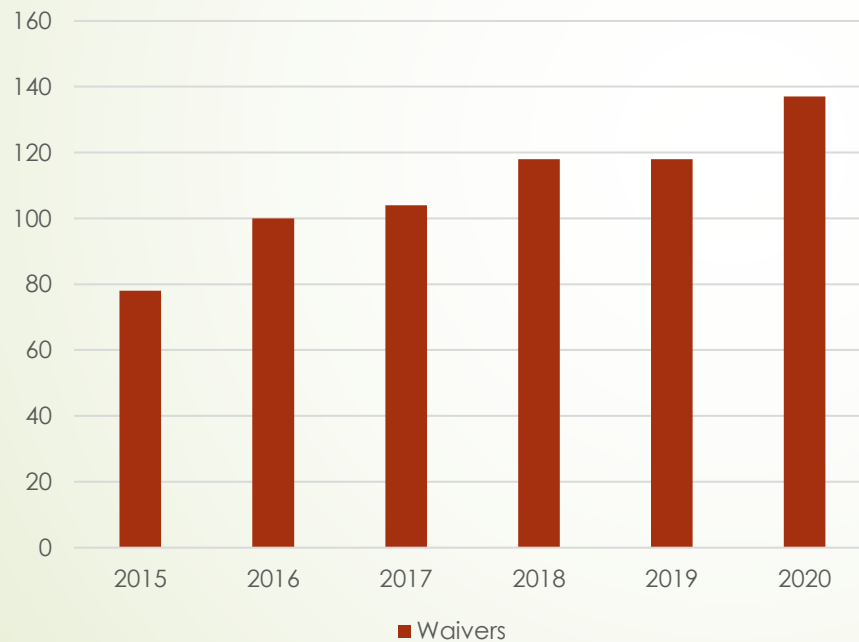
MnCHOICES Assessments

Relocation Service Coordination

CADI-CAC-BI

Individual's accessing services

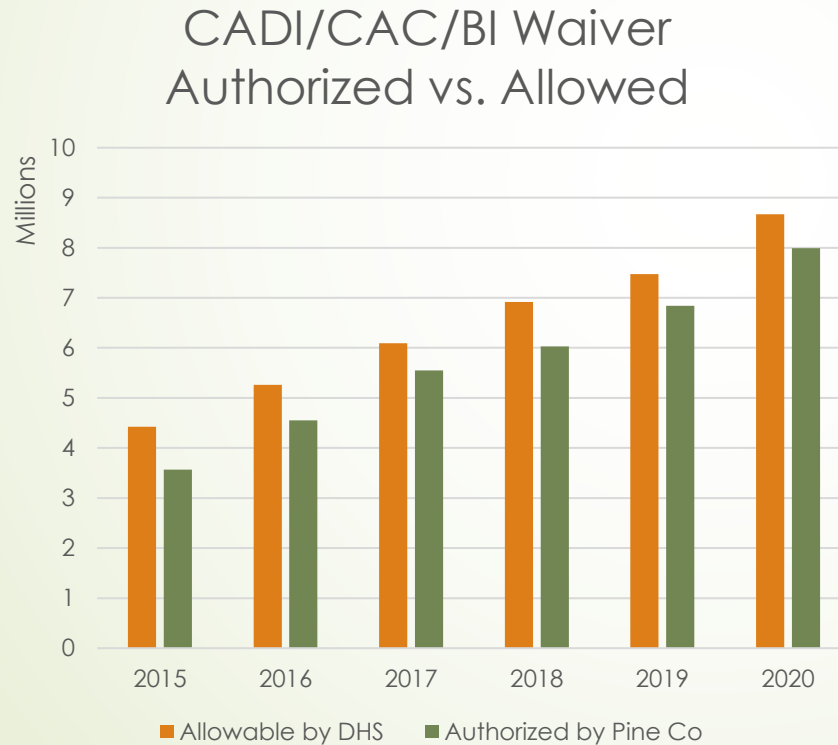
Total CADI / CAC and BI Waivers per
Calendar Year



- Waiver Totals increased
 - 2015 – 78
 - 2020 – 137
- CCB budget years follows state budget calendar .. Ending June 30th
- Average Case Load ~60
- 56% of people served at home

CADI – CAC – BI

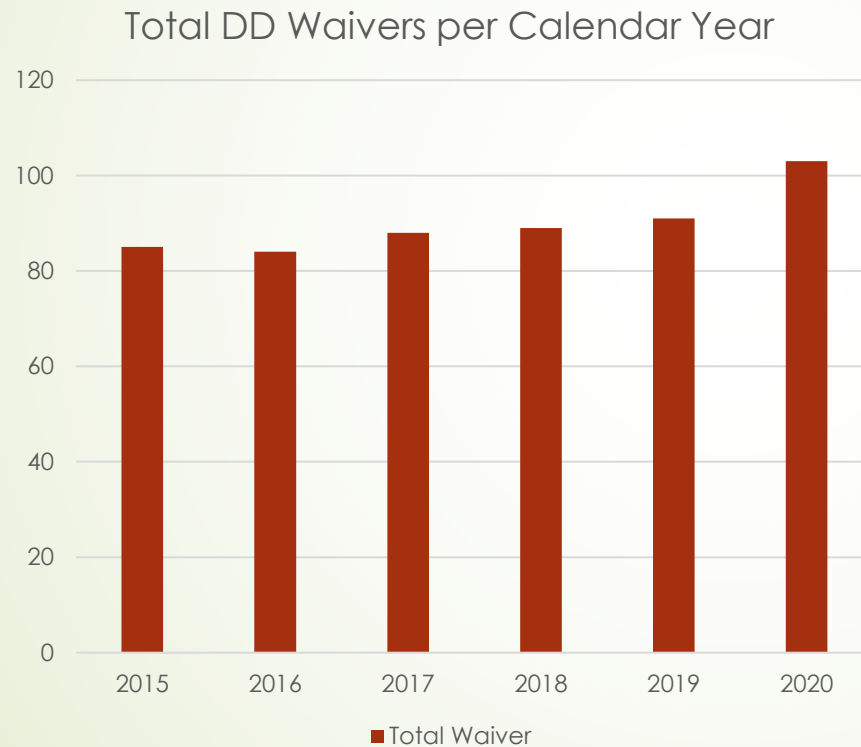
Allowed Spending by Department of Human Services
vs.
Authorized Spending by Pine County HHS



- Authorized and Allowed spending has doubled since 2015
- Most Common Services Authorized (2017)
 - Foster Care – 33%
 - Prevocational Services – 31%
 - Personal Care Assistance (PCA) – 20%
 - Customized Living – 13%
 - Independent Living Skills – 13%
 - Homemaker Services – 12%

DD Waiver

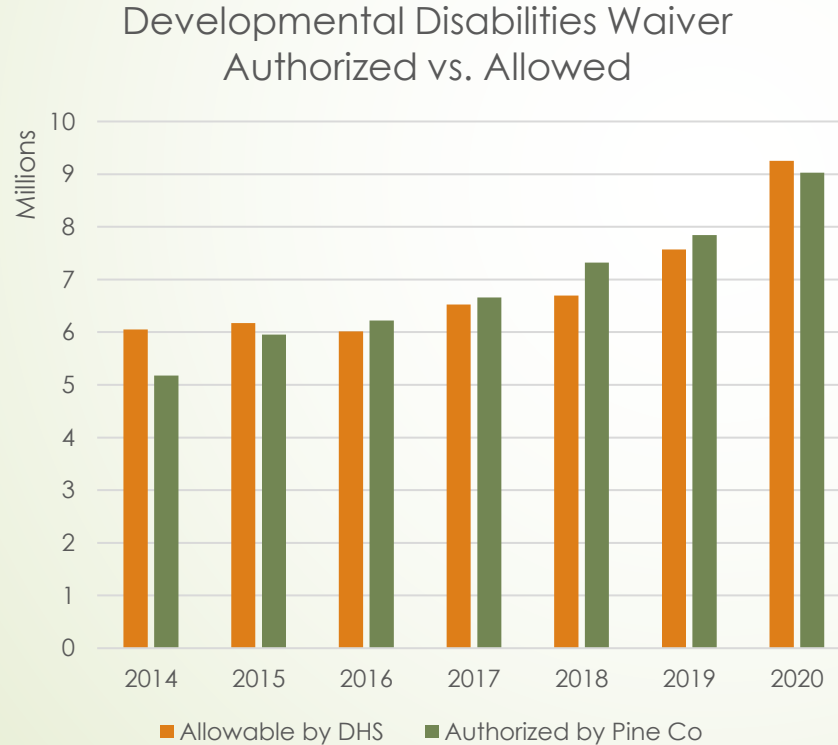
Individual's accessing services



- Waiver Totals increased
 - 2015 – 85
 - 2020 – 103
- DD Waiver budget year follows the calendar year
- Average caseload size ~58
- 58% percent of individuals served in residential settings

DD Waiver

Allowed Spending by Department of Human Services
vs.
Authorized Spending by Pine County HHS



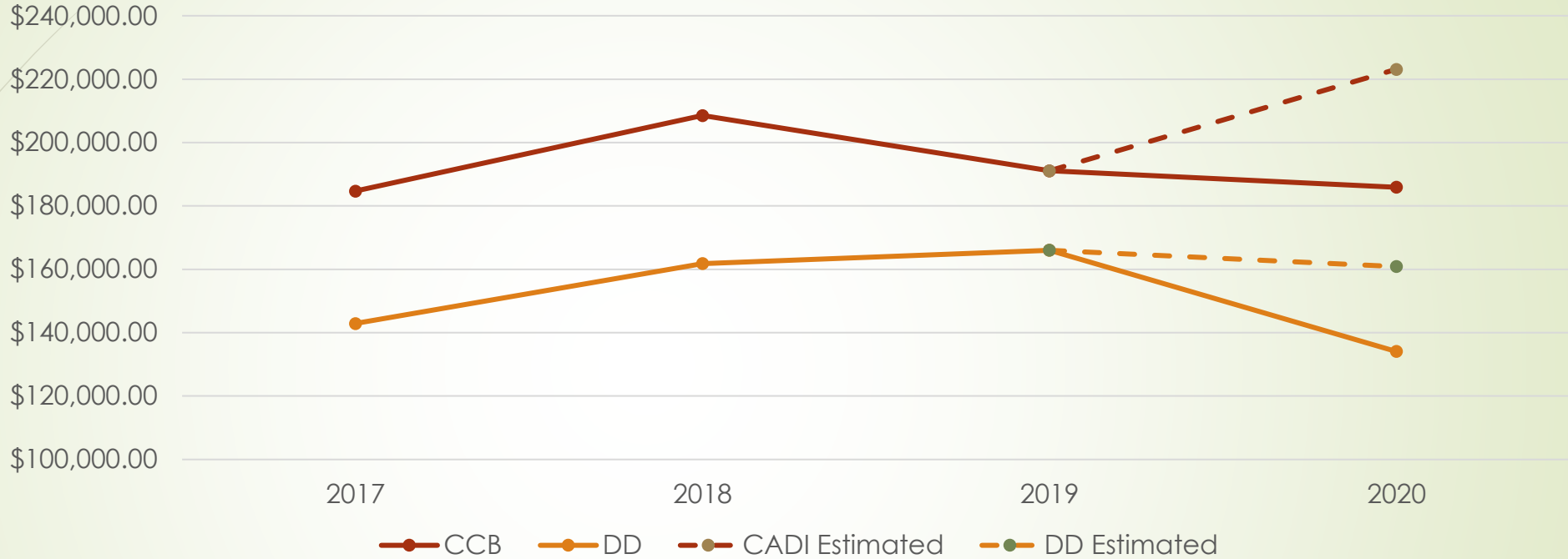
- Steady growth in spending
- 2016 – 2019 County over authorized
- 2018 – County overspent DHS Allowable
- Recalculation of the DHS formula in 2020 to determine allowable per Individual based on age
- 2020 County Overspent original DHS Allowable



By the numbers...

- ▶ Waiver Case Management total individuals increased...
 - ▶ 2015 – **163**
 - ▶ 2020 – **240**
- ▶ Total Authorized Services nearly doubled...
 - ▶ 2015 – **\$8,745,779**
 - ▶ 2020 – **\$17,020,780**
- ▶ Average Cost per recipient increased by 30%
 - ▶ 2015 – **\$53,655**
 - ▶ 2020 – **\$70,919** (CCB – \$53,340) (DD – \$87,651)
- ▶ Average cost of Nursing Home Care (semi-private room)
 - ▶ 2016 – **\$82,128**
 - ▶ 2020 – **\$93,072**

Case Management Waiver Billing



CADI and DD Waivers billing has not been submitted for **Nov & Dec 2020**

2019 had 2 staff resignations that worked with CADI waiver – position unfilled for 12 weeks, training new staff, limited coverage

New Supervisor Hired / Unit split off from the Adult & Children’s Mental Health Unit in **March 2018**

No increase in FTE, no increase in reimbursement rate - nearly a \$64,000 increase in case management revenue

2017 \$320,888

2020 (est.) \$384,021



AGENDA REQUEST FORM

Date of Meeting: February 2, 2021

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

Agenda Item: Property Tax/CAMA Support Contracts

Department: Auditor-Treasurer

Department Head signature

Background information on Item:

Pine County currently uses Property Tax and Computer-Aided Mass Appraisal (CAMA) software from a company called Avenu. These programs run on the AS400 server and it has been long a goal for Pine County (and many other Minnesota counties) to move to Windows based software. On April 2, 2013 the Pine County Board of Commissioners signed a contract with long-time vendor ACS (which was subsequently sold to Avenu) to develop a Windows based system to be completed in 2016.

After several extensions of the contract to develop the Windows based system and Avenu not being able to provide the new software, the Pine County Board of Commissioners voted to opt-out of the new Avenu Windows-based system on October 15, 2019. However, with Avenu being the supplier of the current system, the Minnesota Counties Computer Cooperative (MCCC) negotiated a contract extension for maintenance and support on the existing AS400-based software through December 31, 2023, as it takes approximately 18-24 months to convert to a new Property Tax and CAMA system.

Action Requested:

Consider authorizing the County Board Chair and County Administrator to sign the ratification statements for both the Property Tax and CAMA contracts for maintenance and support through December 31, 2023.

Financial Impact:

The maintenance and support contract is an annually budgeted item. In 2020 and 2021 this contract has been paid out of the restricted Compliance Fund. In 2022, this contract will likely need to be paid again (as has been the history) out of the IT office budget as the compliance fund will be used to purchase the new Tax/CAMA system.

**AMENDMENT NO. 7
TO
MAINTENANCE AND SUPPORT AGREEMENT - PROPERTY TAX**

This Amendment No. 7 to Maintenance and Support Agreement (this "Amendment") is made and entered into by and between the Minnesota Counties Computer Cooperative ("MCCC") and Conduent State and Local Solutions, Inc. ("Conduent") successor in interest to Conduent State & Local Solutions, Inc., referred to individually as "Party" or collectively as "Parties." In consideration of the mutual obligations set forth herein, the Parties mutually agree to amend the Agreement as follows:

1. This Amendment shall be effective on June __, 2020 (the "Amendment Effective Date").
2. Article 2, Term of Agreement, is deleted in its entirety and replaced with the following:

The term of this Agreement shall commence on June __, 2020 (the "Effective Date"), and will continue through December 31, 2023. This Agreement can be extended for additional years based on mutually agreed to pricing terms negotiated by the Parties.

3. As of the Amendment Effective Date, Article 3, Maintenance and Support Services to be Provided by ACS is deleted in its entirety and replaced with the following:

Beginning on June __, 2020, and continuing through the term of this Agreement, Conduent will furnish MCCC and the members of the Conduent Property Tax User Group with the services set forth in Exhibit A - Statement of Work, attached hereto and made part hereof.

Withdrawal of Counties shall be addressed as follows: It is the intent of the parties that all of the Initial Participating Counties ("IPC's") will continue to receive maintenance and support hereunder for the three-year term at the per County rates set forth in Table 1. There are twenty-five (25) IPCs under this Agreement. The parties acknowledge and agree that nineteen (19) Counties is the "Minimum Participating Threshold" ("MPT") under this Agreement. To the extent the total number of participating Counties falls below the IPC but remains at or above the MPT, the quarterly rate will be adjusted on a per county basis for which the price will be subject to a pro rata reduction for each withdrawn county down to the MPT. If the total number of participating Counties falls below the MPT, the total price paid by MCCC shall remain equal to the MPT price. For the avoidance of doubt, the parties acknowledge and agree that under no circumstances will the per county rate comprising the total price paid by MCCC drop below the MPT. The price to MCCC upon the withdrawal, termination or removal, of any County or Counties between the IPC and MPT shall be adjusted at the quarterly price per Table 2. The withdrawal, termination, or removal of an MCCC member County covered by this Agreement shall be confirmed in writing and shall not be a basis for reduction or modification of the total three year price payable by MCCC.

MCCC acknowledges and agrees that each member of the Property Tax User Group who ratifies this Agreement will be bound by the general terms and conditions specified herein, including but not limited to the service provision terms contained in Exhibit A.

4. As of the Amendment Effective Date, in Exhibit B of the Agreement, Applicable Charges, the section titled "Tax Support" is deleted in its entirety and replaced with the following:

For the MCCC member counties who are members of the Conduent Property Tax User Group (which consists of the following counties: Beltrami, Benton, Brown, Dodge, Faribault, Fillmore, Freeborn, Goodhue, Houston, Hubbard, Jackson, Kanabec, Kittson, LeSueur, Martin, McLeod, Otter Tail, Pennington, Pine, Sibley, Wabasha, Waseca, Watonwan, Winona and Wright Counties), MCCC shall pay Conduent the quarterly maintenance & support fees set forth below.

Table 1

<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
quarterly price	quarterly price	quarterly price	quarterly price
per county	per county	per county	per county
\$8,360	\$8,694	\$8,955	\$9,224

5. Notification of cancellation should be provided 12 months in advance per the original contract and should be done prior to May 15 of each year.
6. Avenu will continue to maintain a support staff to support this product and customers.
7. All terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

Optional Services

Upon written request, Avenu will provide MnCCC pricing for upgrade path to our legacy Tax solutions as part of this support and maintenance agreement. Avenu may propose any one of several modules and features listed below to meet the desired objectives for a property tax solution. Each of these may be purchased separately or as a fully integrated bundle with our CAMA solutions. Our proposed pricing includes implementation and support services required for each of the solutions including project management, data conversion, and training.

Clearview Property Tax Manager (PTM): Property Tax Billing, Collection, and Assessment Administration modules are intended to conform to each jurisdiction's business rules. The objective is to provide workflows and calculations that adapt to a County's administrative requirements. The Property Tax Billing and Collections modules are designed to provide end to end management of the entire Tax cycle, and together the modules provide tools and administer assessments for each jurisdiction.

Size	PTM
Small	\$8,709
Medium	\$10,398
Large	\$12,765


IN WITNESS WHEREOF, the undersigned authorized representatives of MCCC and Conduent have executed this Amendment.

MINNESOTA COUNTIES COMPUTER
COOPERATIVE


CONDUENT STATE & LOCAL
SOLUTIONS, INC.




11/24/20



10/7/20
Lisa C. Meredith
Executive Director



10/6/2020
JASON McCASLEN
MCCC BOARD CHAIR



10/6/2020
JASON McCASLEN
CAMA CHAIR



10/5/2020
Micki O'Keefe
TAC Chair

RATIFICATION STATEMENT

The Board of Commissioners of Pine County has ratified the Property Tax System Maintenance and Support Agreement Amendment between Minnesota Counties Computer Cooperative (MnCCC) and Avenu providing an extension for support for Property Tax System (PTS) January 1, 2021 through December 31, 2023.

This Agreement will be effective January 1, 2021 through December 31, 2023. Ratification of this agreement commits this County to meet the agreed upon terms set by both the amendment and the user group regarding notification for early departure as well as early departure fees set and approved by the MnCCC Property Tax User Group.

Signed: _____
County Board Chair

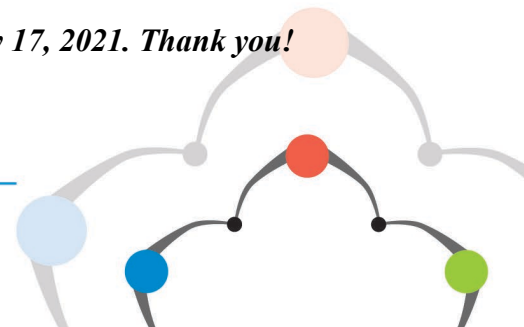
Date: _____

Attest: _____

Title: County Administrator

Date: _____

Please return signed statement to MnCCC no later than February 17, 2021. Thank you!



**AMENDMENT NO. 7
TO
MAINTENANCE AND SUPPORT AGREEMENT - CAMA**

This Amendment No. 7 to Maintenance and Support Agreement (this "Amendment") is made and entered into by and between the Minnesota Counties Computer Cooperative ("MCCC") and Conduent State and Local Solutions, Inc. ("Conduent") successor in interest to Conduent State & Local Solutions, Inc., referred to individually as "Party" or collectively as "Parties." In consideration of the mutual obligations set forth herein, the Parties mutually agree to amend the Agreement as follows:

1. This Amendment shall be effective on June __, 2020 (the "Amendment Effective Date").
2. Article 2, Term of Agreement, is deleted in its entirety and replaced with the following:

The term of this Agreement shall commence on June __, 2020 (the "Effective Date"), and will continue through December 31, 2023. This Agreement can be extended for additional years based on mutually agreed to pricing terms negotiated by the Parties.

3. As of the Amendment Effective Date, Article 3, Maintenance and Support Services to be Provided by ACS is deleted in its entirety and replaced with the following:

Beginning on June __, 2020, and continuing through the term of this Agreement, Conduent will furnish MCCC and the members of the CamaUSA User Group with the services set forth in Exhibit A - Statement of Work, attached hereto and made part hereof.

Withdrawal of Counties shall be addressed as follows: It is the intent of the parties that all of the Initial Participating Counties ("IPC's") will continue to receive maintenance and support hereunder for the three year term at the per County rates set forth in Table 1. There are twenty-six (26) initial Participating Counties IPCs under this Agreement. The parties acknowledge and agree that ~~nineteen fourteen~~ (194) Counties is the "Minimum Participating Threshold" ("MPT") under this Agreement. To the extent the total number of participating Counties falls below the IPC but remains at or above the MPT, the quarterly rate will be adjusted on a per county basis for which the price will be subject to a pro rata reduction for each withdrawn county down to the MPT. If the total number of participating Counties falls below the MPT, the total price paid by MCCC shall remain equal to the MPT price. For the avoidance of doubt, the parties acknowledge and agree that under no circumstances will the per county rate comprising the total price paid by MCCC drop below the MPT. The price to MCCC upon the withdrawal, termination or removal, of any County or Counties between the IPC and MPT shall be adjusted per Table 1. The withdrawal, termination, or removal of an MCCC member County covered by this Agreement shall be confirmed in writing and shall not be a basis for reduction or modification of the total three-year price payable by MCCC.

MCCC acknowledges and agrees that each member of the Conduent CamaUSA User Group who ratifies this Agreement will be bound by the general terms and conditions specified herein, including but not limited to the service provision terms contained in Exhibit A.

4. As of the Amendment Effective Date, in Exhibit B of the Agreement, Applicable Charges, the section titled "CamaUSA Support" is deleted in its entirety and replaced with the following:

CamaUSA Support

For Scott and Chisago Counties MCCC shall pay Conduent the quarterly maintenance & support fees set forth below:

Table 1

2020	2021	2022	2023
quarterly price	quarterly price	quarterly price	quarterly price
per county (Scott & Chisago)	per county (Scott)	per county (Scott)	per county (Scott)
\$3,594	\$3,702	\$3,813	\$3,927

For the MCCC member counties who are members of the Conduent CamaUSA User Group (which consists of the following counties: Beltrami, Benton, Brown, Faribault, Fillmore, Hubbard, Isanti, Jackson, Kanabec, Kittson, LeSueur, Martin, McLeod, Morrison, Otter Tail, Pennington, Pine, Sibley, Stearns, Wabasha, Waseca, Watonwan, Winona and Wright Counties), MCCC shall pay Conduent the quarterly maintenance & support fees set forth below.

Table 2

2020	2021	2022	2023
quarterly price	quarterly price	quarterly price	quarterly price
per county	per county	per county	per county
\$3,090	\$3,214	\$3,310	\$3,409

5. Notification of cancellation should be provided 12 months in advance per the original contract and should be done prior to May 15 of each year.
6. Avenu will continue to maintain a support staff to support this product and customers.
7. All terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

Optional Services

Clearview Valuation Analytics (CVA) enables Assessors and Appraisal teams with instant insight to your property values and sales. This GIS-based analytics toolset is configurable with any Computer Assisted Mass Appraisal (CAMA) system and provides tools that will increase your decision-making efficiency.

Upon written request Avenu will provide MnCCC customers under current maintenance for CamaUSA entry into the Avenu Early Adopter program for our Clearview Valuation Analytics solution which will extend Sales Ratio, Comparative Sales and other modules to the users at no additional cost.

Clearview Valuation Manager (CVM): With this solution you can manage your Computer-Assisted Mass Appraisal (CAMA) workflows and choose from multiple appraisal methods, such as cost, income, and comparable sales, and enjoy seamless integration with tools like geographic information systems (GIS), aerial photography, and more. Our full-featured valuation module enables your team to easily manage and value properties across your jurisdiction using various approaches. You can automate work processes with an embedded GIS module that integrates directly with any 3rd party tax, billing, or permit software.

Upon written request, Avenu will provide MnCCC pricing for upgrade path to our modern CAMA solution as part of this support and maintenance agreement. Our CVM (CAMA) may be purchased separately or as a fully integrated bundle with our Property Tax solutions. Our proposed pricing includes implementation and support services required for each of the solutions including project management, data conversion, and training.

Size	CVM
	Quarterly Payment
Small	\$5,590
Medium	\$7,090
Large	\$8,590

IN WITNESS WHEREOF, the undersigned authorized representatives of MCCC and Conduent have executed this Amendment.

MINNESOTA COUNTIES COMPUTER
COOPERATIVE


CONDUENT STATE & LOCAL
SOLUTIONS, INC.



JASON McCASLEN
CAMA CHAIR



JASON McCASLEN
MCCC BOARD CHAIR



Lisa C. Meredith
MCCC Executive Director
12/29/2020

RATIFICATION STATEMENT

The Board of Commissioners of Pine County has ratified the CamaUSA Maintenance and Support Agreement Amendment between Minnesota Counties Computer Cooperative (MnCCC) and Avenu providing an extension for support for CamaUSA January 1, 2021 through December 31, 2023.

This Agreement will be effective January 1, 2021 through December 31, 2023. Ratification of this agreement commits this County to meet the agreed upon terms set by both the amendment and the user group regarding notification for early departure as well as early departure fees set and approved by the MnCCC CAMA User Group.

Signed: _____
County Board Chair

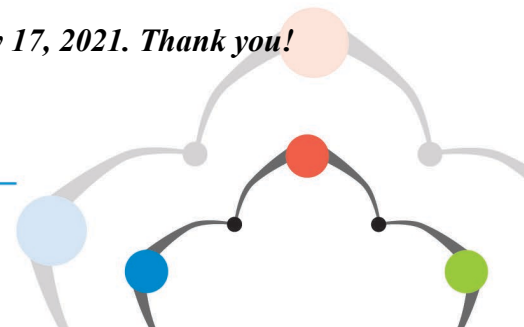
Date: _____

Attest: _____

Title: County Administrator

Date: _____

Please return signed statement to MnCCC no later than February 17, 2021. Thank you!





AGENDA REQUEST FORM

Date of Meeting: February 2, 2021

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

Agenda Item: Lower St. Croix 1W1P Work Plan

Department: Planning & Zoning

Caleb Anderson
Department Head signature

Background information on Item:

The Pine County Board of Commissioners adopted the 10-year Lower St. Croix Comprehensive Watershed Management Plan and signed the Joint Powers Agreement for plan implementation on November 17, 2020. On January 25, 2021 the Lower St. Croix Watershed Policy Committee approved the first biennium work plan and budget. To be eligible for state watershed based implementation funds of \$1,264,531, all partners of the watershed plan must locally adopt the work plan and budget.

Highlights for Pine County include following items in the work plan:

- Access to a shared “Agronomy Outreach Specialist,” to assist Pine County farmers within the Lower St. Croix- particularly within the Rock Creek and Rock Lake subwatersheds.
- Rock Lake and Rock Creek subwatersheds as well as direct drainage area of St. Croix River are included in the priority areas for agricultural best management practices funding.
- Rock Lake and St. Croix Direct drainage area within Pine County have \$20k budgeted for “Subwatershed Assessments.” These assessments can include computer modeling and possibly field measurements to characterize land use, hydrology, soils, septic systems, etc. in order to prioritize locations for investment that will show the highest impact on water quality.
- Access to technical assistance for wetland restoration projects.

Action Requested:

Consider approval of the Lower St. Croix 1W1P first biennium work plan and budget.

Financial Impact:

All activities to be funded by state clean water funds. Staff time to be covered within zoning personnel budget.

Lower St. Croix 1W1P
Watershed Based Implementation Funding
Work Plan

Approved by Policy Committee on January 25, 2021

Grant Activities

BWSR requires a narrative for each Grant Activity and a summary of persons conducting the work and their qualifications. The Grant Activities as identified in the Grant Work Plan are detailed in the table below. Two tables follow the Grant Activity descriptions: a budget and a table of measurable outcomes and milestones.

Activity #	Grant Activity	eLINK Activity Category
1	Basin Ag Outreach Program	Project Development
2	Structural Ag BMP Implementation	Agricultural Practices
3	Shared Services Educator	Education/Information
4	Non-Structural Ag/Urban Implementation	Non-Structural Management Practices
5	Structural Urban BMP Implementation	Urban Stormwater Practices
6	Wetland Restoration Implementation	Wetland Restoration/Creation
7	Internal Analyses	Planning and Assessment
8	Targeting Analyses	Planning and Assessment
9	Technical/Engineering	Technical/Engineering Assistance
10	Administration/Coordination	Administration/Coordination

[Activity 1: Basin Ag Outreach Program](#)

eLINK Activity Category: Project Development

Grant: \$200,000

Match: \$0

Match Source(s): N/A

Lead Agency(ies): Washington Conservation District

Staff qualifications: TBD (new hire)

Priority areas: Agronomy outreach specialist will focus on priority areas described in Structural Ag BMP Implementation and Non-Structural Ag/Urban Implementation

CWMP Reference: Page 61

Activity Description: Agronomy outreach specialist. (A) Shared Services: Hire or contract with an agricultural conservationist/agronomist (one individual) for basin wide assistance with agronomy, outreach, and technical assistance to agricultural producers including conservation planning and nutrient management plans. [Approximately 80% of this position's time will be directly working with agricultural producers in the LSC Watershed to identify economical farming practices with water quality benefits to make them a routine part of farm operations. A target is to interact with operators of both large and small operations with a cumulative total of at least 3,000 acres. 20% of the position will be support of implementation of BMPs led by others.]

This would allow for 1 full time agronomy outreach specialist to work basin-wide. Staff will work basin-wide and may have more than one office space. The hiring process for this position (e.g., development of the position description, posting of the position announcement, participation on the candidate interview panel, etc.) will be coordinated among multiple LSC partners. LSC partners will ensure duties assigned to this new staff member will be in alignment with WBIF funding intent and requirements.

[Activity 2: Structural Ag BMP Implementation](#)

eLINK Activity Category: Agricultural Practices

Grant: \$160,000

Match: \$75,000

Match Source(s): Federal NRCS programs, local funds

Lead Agency(ies): Chisago SWCD (subcontracts with local partners for specific projects)

Priority areas: Tier 1: Rock Lake, Rock Creek, Sunrise River, St. Croix River tribs with direct discharge to the St. Croix River. Tier 3: lakes that drain to St. Croix tribs. Projects may also occur at other priority waters in the LSC CWMP.

CWMP Reference: Page 61

Activity Description: Provide cost share for installing or implementing structural agricultural best management practices (e.g. feedlot improvements, buffers, WASCObS, diversions, lined waterways, grade stabilization structures, vegetative swales, etc.). NRCS or other BWSR approved standards will be followed for all practices installed. Projects to be chosen through targeting and prioritization process described in Section VII.B. The target phosphorus load reduction for this Activity is 300 lb/yr.

[Activity 3: Basin Water Outreach Program](#)

eLINK Activity Category: Education/Information

Grant: \$125,000

Match: \$4,800

Match Source: Parties to the LSC JPC

Lead Agency(ies): Washington Conservation District

Staff qualifications: Angie Hong, Emily Johnson, new hire

Priority areas: Basin-wide

Measurable outcomes/milestones: See table below

CWMP Reference: Page 65

Activity Description: Facilitate shared education and outreach program across basin to provide education; engage residents, businesses, and local officials; and promote and market programs and practices. [80% = develop, distribute and implement outreach programs that result in behavioral changes achieving water quality benefits; 10% = AIS prevention outreach and education; 10% = solicit willing landowners to install BMPs that are goals within this plan. [0.5 FTE to expand EMWREP basin wide; \$50,000/yr or \$100,000/2 yrs]. Outreach will specifically include MIDS promotion to communities. Outreach will also include preliminary work with LGUs to set shoreline "view corridors" to 25% of lot width or maximum 35' width and maximum vegetation clearing standards or adopt innovative shoreland standards to protect buffers, native ecosystems, and habitat corridors. This work will provide water quality benefits through the protection of shoreline and streambank buffers. LSC partners will ensure duties assigned to this new staff member will be in alignment with WBIF funding intent and requirements.

Activity 4: Non-Structural Ag/Urban BMP Implementation

eLINK Activity Category: Non-Structural Management Practices

Grant: \$200,000

Match: \$0

Match Source(s): Federal NRCS programs, local funds

Lead Agency(ies): Chisago SWCD (subcontracts with local partners for specific projects)

Priority areas:

- **Ag:** Tier 1: Rock Lake, Rock Creek, Sunrise River, St. Croix River tribs with direct discharge. Tier 3: lakes that drain to St. Croix tribs. Projects may also occur at other priority waters in the LSC CWMP.
- **Urban:** Rush City, Harris, North Branch, Taylors Falls, Marine on the St. Croix, Stillwater, and MSCWMO cities. Projects may also occur at other priority waters in the LSC CWMP.

CWMP Reference: Pages 61 and 65

Activity Description: Provide cost share for implementing non-structural *agricultural* best management practices (e.g., soil health BMPs, reduced tillage, cover crops, nutrient management planning, forage/biomass plantings). NRCS or other BWSR approved standards will be followed for all practices installed. Projects to be chosen through targeting and prioritization process described in Section VII.B of CWMP.

Provide cost share for implementing non-structural *urban* best management practices (e.g., enhanced street sweeping). BWSR approved standards will be followed for all practices implemented. Projects to be chosen through targeting and prioritization process described in Section VII.B of CWMP. Specific enhanced street sweeping targeting analyses will be performed for priority areas. CLFLWD's [2018 Forest Lake Enhanced Street Sweeping Study](#) may be used as an example for these studies.

The target phosphorus load reduction for this Activity is 400 lb/yr.

[Activity 5: Structural Urban BMP Implementation](#)

eLINK Activity Category: Urban Stormwater Practices

Grant: \$200,000

Match: \$50,000

Match Source(s): Local funds

Lead Agency(ies): Chisago SWCD (subcontracts with local partners for specific projects)

Priority areas: St. Croix River direct drainage, Sunrise River watershed, Fish Lake, Big Carnelian, Big Marine, Forest Lake. Projects may also occur at other priority waters in the LSC CWMP.

CWMP Reference: Page 65

Activity Description: Provide cost share for implementing structural urban best management practices (e.g. vegetated swales, pervious pavement, gully stabilization, rain gardens, and other urban practices). BWSR approved standards will be followed for all practices installed. Projects to be chosen through targeting and prioritization process described in Section VII.B. The target phosphorus load reduction for this Activity is 200 lb/yr.

[Activity 6: Wetland Restoration Implementation](#)

eLINK Activity Category: Wetland Restoration/Creation

Grant: \$39,531

Match: \$0

Match Source(s): N/A

Lead Agency(ies): Chisago SWCD (subcontracts with local partners for specific projects)

Priority areas: Priority wetland restorations will result in measurable improvements to rivers/streams in Table 5-2 and/or lakes in Table 5-3 of the LSC CWMP. Areas of particular concern include the St. Croix River direct drainage area, Sunrise River corridor, Rock Creek corridor and subwatersheds identified in Figure 5-5 of the LSC CWMP.

CWMP Reference: Page 70

Activity Description: This Activity will involve implementation of wetland restoration project(s) as needed to achieve a phosphorus reduction of at least 15 pounds per year for target waterbodies. The primary purpose of the wetland restoration project(s) will be for the improvement of water quality in receiving lakes/streams. Secondary benefits of wetland restoration projects will be considered as well, such as floodplain storage and habitat creation/enhancement. Wetland restorations will not be used to mitigate wetland impacts. LSC Partners will ensure proposed wetland restorations are consistent with WBIF eligibility requirements. LSC Partners will target specific restorations through utilization of existing studies and targeting analyses (e.g., drained wetland inventories, diagnostic studies, subwatershed assessments), performance of additional modeling analyses using existing data from said studies, and completion of additional targeting analyses as necessary to fill data gaps. Work pertaining to targeting strategies is included as part of other grant Activities.

At this time, three LSC Partners have identified potential wetland restoration projects:

- Anoka County: Hesse Property in Oxford Township of Isanti Co lateral ditch plug. Anoka and Isanti SWCDs are working together on this project. It is currently at the concept phase. Cost estimate: \$55,000. Planned non-State match is \$0 so far, but USFWS is a possibility.
- Chisago County: Checkerboard Park Restoration. Cost estimate: \$40,000 match to acquire the Lutz property.
- CLFLWD: The [WJD-6 Wetland Restoration Project](#) is located in the Washington Judicial Ditch 6 subwatershed draining to Forest Lake. This project may result in a phosphorus reduction of up to 96 lb/yr to the east basin of Forest Lake; Forest Lake is listed in table 5-3 of the CWMP. [Cost estimate: \\$450,000](#)

The target phosphorus load reduction for this Activity is 15 lb/yr.

[Activity 7: Internal Analyses](#)

eLINK Activity Category: Planning and Assessment

Grant: \$50,000

Match: \$0

Match Source: N/A

Lead Agency(ies): Chisago County

Staff Qualifications: Work is likely to be performed by an outside consultant which will be vetted for staff qualifications.

Activity Description: Calculate internal loading of phosphorus on 2 lakes estimated at \$25,000 each. Two lakes will be awarded through the project evaluation process identified in the plan. The group will develop a timeline for evaluating internal load evaluation for lakes. Internal load evaluation should only occur after external loading is substantially addressed.

Potential projects identified include:

- Linwood Lake and Martin Lake Anoka. Both are priority A for internal loading analysis in LSC CWMP Table 5-4.
- Goose Lake Washington. Priority B for internal loading analysis in CWMP Table 5-4. Water monitoring indicates watershed loads are addressed. Internal load reduction is the last step to delisting from MPCA Impaired waters list.
- Priority "A" lakes with Rush (E & W) and Goose Lakes as our preferred top three.
- Several basins in VBWD will analyzed over the next 2 years. Priority A Basin listed in Table 5-4, Downs Lake will be studied.
- Wallmark, Pioneer and North Goose Lakes in Chisago all priority A

[Activity 8: Targeting Analyses](#)

eLINK Activity Category: Planning and Assessment

Grant: \$150,000

Match: \$0

Match Source: N/A

Lead Agency(ies): Washington Conservation District (subcontracts with local partners for each subwatershed project)

Staff Qualifications: This task will be completed by existing qualified staff members of LSC Partner organizations.

Activity Description: All requested waterbodies are listed in tables 5.2 and 5.3 Regionally Significant Lakes, Rivers and Streams for Pollutant Reductions (ballpark cost estimate)

- Linwood Lake Anoka County (\$10,000)
- St. Croix Direct Washington County (\$15,000)
- Desktop Analysis and Prioritized Catchments of the Sunrise River Watershed Chisago (\$10,000)
- Rock Lake Pine and St. Croix Direct Pine County (\$20,000)
- Capacity building and information exchange (\$5,000)

Targeted Street Sweeping Analysis for the following Cities with direct discharge to waterbodies listed in table 5.2. The initial estimate is this task will require approximately \$40,000 for the following communities:

- Rush City
- Taylors Falls
- Harris
- North Branch
- Marine on St. Croix
- Stillwater
- Bayport
- Lakeland
- Lake St. Croix Beach
- Afton

[Activity 9: Technical/Engineering](#)

eLINK Activity Category: Technical/Engineering Assistance

Grant: \$40,000

Match: \$0

Match Source: N/A

Lead Agency(ies): Chisago SWCD (subcontracts with local partners for specific projects)

Staff Qualifications: This task will be completed by existing qualified staff members of LSC Partner organizations.

Activity Description: This Activity will include technical site assessment, surveys, preliminary analysis and design, final design, construction supervision, installation, inspection, and completion of projects. Funds may be used to contract with a third-party consultant for technical/engineering assistance. Funding allocation will be prioritized in areas where there are not local funds to support design work.

[Activity 10: Administration/Coordination](#)

eLINK Activity Category: Administration/Coordination

Grant: \$100,000

Match: \$0

Match Source: N/A

Lead Agency(ies): Chisago SWCD, EMWREP, CLFLWD (see role assignments below)

Activity Description: This Activity will include the following tasks (performed by the organizations listed in parentheses):

- Program and work plan coordination (New hire – see Basin Ag Outreach Program Activity)
- Grant and progress reporting (Comfort Lake-Forest Lake Watershed District)
- Work plan activity subcommittee coordination – note that subcommittees will perform project ranking as described by the associated work plan Activities (East Metro Water Resources Education Program)
- Policy Committee coordination (East Metro Water Resources Education Program)
- Website upkeep (East Metro Water Resources Education Program and Comfort Lake-Forest Lake Watershed District)
- Fiscal agent administration and contract coordination (Chisago SWCD)

Budget

Activity #	Grant Activity	eLINK Activity Category	Grant Budget	Match Budget
1	Basin Ag Outreach Program	Project Development	\$200,000	\$0
2	Structural Ag BMP Implementation	Agricultural Practices	\$160,000	\$75,000
3	Shared Services Educator	Education/Information	\$125,000	\$4,800
4	Non-Structural Ag/Urban Implementation	Non-Structural Management Practices	\$200,000	\$0
5	Structural Urban BMP Implementation	Urban Stormwater Practices	\$200,000	\$50,000
6	Wetland Restoration Implementation	Wetland Restoration/Creation	\$39,531	\$0
7	Internal Analyses	Planning and Assessment	\$50,000	\$0
8	Targeting Analyses	Planning and Assessment	\$150,000	\$0
9	Technical/Engineering	Technical/Engineering Assistance	\$40,000	\$0
10	Administration/Coordination	Administration/Coordination	\$100,000	\$0
TOTAL			\$1,264,531	\$129,800

Measurable Outcomes/Outputs and Milestones

Activity #	Grant Activity	Overall Measurable Outcome/Output	Year 1 (2021) Milestones	Year 2 (2022) Milestones
1	Basin Ag Outreach Program	Output: Engage agricultural landowners (of both large and small operations) with a cumulative total of at least 3,000 acres of land to implement structural and nonstructural BMPs as outlined in other Activities	Agronomy outreach specialist hired	
2	Structural Ag BMP Implementation	Outcome: reduce phosphorus loading to target waterbodies by 300 lb/yr		Implement 20 best management practices, or enough to achieve a 300 lb/yr phosphorus reduction
3	Shared Services Educator	Output: 0.5 FTE	New education staff hired, develop basin-wide outreach	Implement basin-wide outreach plan

			plan for 2021-22	
4	Non-Structural Ag/Urban Implementation	Outcomes: reduce phosphorus loading to target waterbodies by 400 lb/yr		Implement 2,000 acres of non-structural best management practices, or enough to achieve a 400 lb/yr phosphorus reduction
5	Structural Urban BMP Implementation	Outcomes: reduce phosphorus loading to target waterbodies by 200 lb/yr		Implement 20 best management practices, or enough to achieve a 200 lb/yr phosphorus reduction
6	Wetland Restoration Implementation	Outcomes: reduce phosphorus loading to target waterbodies by 15 lb/yr		Wetland restoration(s) construction
7	Internal Analyses	Outputs: Complete 2 internal loading analyses		Complete 2 internal loading analyses
8	Targeting Analyses	Outputs: Complete the following analyses <ul style="list-style-type: none"> • Linwood Lake Anoka County • St. Croix Direct Washington County • Desktop Analysis and Prioritized Catchments of the Sunrise River Watershed Chisago • Rock Lake Pine and St. Croix Direct Pine County • Capacity building and information exchange • Enhanced street sweeping analyses for Rush City, Taylors Falls, Harris, North Branch, Marine on St. Croix, Stillwater, Bayport, Lakeland, Lake St. Croix Beach, and Afton 		
9	Technical/Engineering			

10	Administration/ Coordination	Complete eLINK annual reporting as required	Complete annual report	Complete annual report
Sum of outcomes:		915 lb/yr TP reduction		

Implementation Category Budget Breakdown

The following text appears on [page 16](#) of the Lower St. Croix Comprehensive Watershed Management Plan:

In general, WBIFs are expected to be allocated across program areas with a distribution similar to:

- 70% Implementation (approximately 25% shared services + 45% BMPs & restoration/protection activities)
- 25% Prioritization and Analysis
- 5% Administration

The following tables summarize how this work plan compares to the estimated percentages in the CWMP.

Activity #	Grant Activity	eLINK Activity Category	Grant Budget	Match Budget
1	Basin Ag Outreach Program	Project Development	\$200,000	\$0
2	Structural Ag BMP Implementation	Agricultural Practices	\$160,000	\$75,000
3	Shared Services Educator	Education/Information	\$125,000	\$4,800
4	Non-Structural Ag/Urban Implementation	Non-Structural Management Practices	\$200,000	\$0
5	Structural Urban BMP Implementation	Urban Stormwater Practices	\$200,000	\$50,000
6	Wetland Restoration Implementation	Wetland Restoration/Creation	\$39,531	\$0
7	Internal Analyses	Planning and Assessment	\$50,000	\$0
8	Targeting Analyses	Planning and Assessment	\$150,000	\$0
9	Technical/Engineering	Technical/Engineering Assistance	\$40,000	\$0
10	Administration/Coordination	Administration/Coordination	\$100,000	\$0
TOTAL			\$1,264,531	\$129,800

	LSC CWMP (Page 16)	Work Plan (Grant Funds)
Implementation - BMPs/Restoration Activities	45%	47%
Implementation - Shared Services	25%	29%
Prioritization & Analysis	25%	16%
Administration	5%	8%
	100%	100%