



**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, May 3, 2022, 10:00 a.m.**  
**Board Room, Pine County Courthouse**  
**635 Northridge Drive NW**  
**Pine City, Minnesota**

The public is invited to join the meeting in person or remotely: by phone call 1-312-626-6799, (Meeting ID): 989 3723 6982; (password): 5911400. Click the link on the county website ([www.co.pine.mn.us](http://www.co.pine.mn.us)) for more information and to watch a live stream broadcast of the meeting.

- A) Call meeting to order
- B) Pledge of Allegiance
- C) Public Forum. Members of the public are invited to speak. After being recognized by the Chair, each speaker should state his/her name and limit comments to three (3) minutes.
- D) Adopt Agenda
- E) Approve Minutes  
Minutes of April 19, 2022 Regular County Board Meeting and Summary for publication
- F) Minutes of Boards, Reports and Correspondence  
Pine County Surveyor's Monthly Report – April, 2022  
Insurance Committee Minutes of April 18, 2022 (Update provided at April 19, 2022 county board meeting. Minutes provided for information only)
- 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:

**A. Exempt Permit**

Authorize Auditor-Treasurer to send a letter of approval to the Minnesota Gambling Control Board for the following:

- i. Roxie's Hope to conduct Minnesota lawful gambling on December 31, 2022 at Maverick's Saloon, 29410 Beroun Crossing Rd, Pine City, Minnesota (Chengwatana Township)

B. 3.2 On/Off Sale and Wine License with Strong Beer Endorsement

Authorize Board Chair and County Auditor-Treasurer to sign wine license with strong beer endorsement for the following:

- i. Aufderhar & Aufderhar, LLC (Ray & Marge's Resort), 36700 Lakeland Rd, Sturgeon Lake, Minnesota

C. 3.2 Office Sale License

- i. Duquette General Store, 88235 State Hwy. 23 No., Duquette, Minnesota

D. Abatement

- i. Jimmie & Becky Guligowski, Parcel 25.0292.001, exclusion was incorrectly removed for taxes payable in 2022, but should have been removed for taxes payable 2023 and forward.
- ii. Ferrel & Kara Nelson, Parcel 18.0042.000, property should have been linked to owner's main parcels for homestead purposes for taxes payable in 2022 (this will also increase the agricultural credits on Parcels 35.0009.000 & 35.0002.000).
- iii. Mark & Laura Ferdelman, Parcel 28.0290.000, homestead should have been removed for taxes payable in 2022 and property should have been classified as seasonal.
- iv. Glenn Sobert, Parcel 42.0086.000, homestead was incorrectly removed for taxes payable in 2022 due to post office notification of change of address, but owner did not move.
- v. Daniel Rodecap, Parcel 42.5670.000, exclusion was incorrectly input and did not calculate for taxes payable in 2022.

2. Donations

Consider acceptance of the following donations:

- A. \$1,000 donation from the Pokegama Lake Association designated to the Pine County Sheriff's Office K-9 Program.
- B. \$5,000 donation from the East Central Energy Operation Round Up designated to the Pine County Sheriff's Office Drone Program.

3. 2022 Equipment Rental

Award 2022 Equipment Rental Bids. Bids were opened April 28, 2022.

4. Contracts/Agreements

Consider approval of the following contract/agreement and authorize Board Chair and County Administrator to sign:

- A. Cooperative Agreement between Pine County and the State of Minnesota, Minnesota Department of Agriculture, for Waste Pesticide Collection, effective July 1, 2022 through June 30, 2027.

5. Personnel

- A. Ratify the reassignment of Sergeant James Reiser to Jail Programs Coordinator effective May 2, 2022. This position will be a Grade 9. Employee will be moving from a current Grade 10 position to new position/Grade 9; pay will remain frozen at \$33.69 per hour until the new Grade 9/Year 10 scale becomes greater than his current wage.

6. New Hire

Consider authorizing the hiring of the following:

- A. Part-Time Corrections Officers – Positions are hired at Grade 7, Step 1, \$21.77 per hour, effective May 9, 2022: Amanda Torgerson, Daren Brackenbury, Adam McClure, Kay Wimmer, Missy Quisberg, Hunter Kelash

7. **Training**

Consider approval of the following training:

- A. Social Workers Nicole Vork and Angela Ripley to attend the MN Child Welfare Training Academy, May 10-12, May 24-25, June 7-9, June 28-30, and July 26-28, 2022, in Duluth. Registration: \$0; Lodging for both: \$1,501; Meals for both: approx. \$950; Mileage for both: \$554. Total cost: Approx. \$3,005. Funds are available in the 2022 Health & Human Services budget.

**REGULAR**

1. **Public Hearing: Ordinance 2022-26 On Behalf of Arlone Township Regulating Subsurface Sewage Treatment Systems (to commence at 10:00 a.m. or as soon thereafter as practicable)**

- A. Presentation of Ordinance  
B. County Board questions and discussion  
C. Open Public Hearing and take public testimony  
D. Close Public Hearing  
E. County Board Additional discussion if necessary  
F. Consider adoption of Pine County Ordinance 2022-26 on behalf of Arlone Township, rescinding all prior ordinances and amendments to ordinances regulating subsurface sewage treatment systems within these townships.

2. **Recognition of Jail Programmer Brent Jahnz**

- A. Recognize retirement and Brent's 38 years of service with Pine County  
B. Recognize 19 years of service to the Pine County Probation Advisory Committee

3. **Extension Update**

Regional Director Susanne Hinrichs and Extension Educator Jan Derdowski will present updates from the County Extension department and a proposal for using \$160,000 of ARPA funds for youth development.

4. **Association of Minnesota Counties (AMC) Update**

Association of Minnesota Counties Executive Director Julie Ring will present an AMC/Pine County update.

5. **Voting Equipment Grant Account Grant Agreement**

Consider approval of the Voting Equipment Grant Account Grant Agreement and authorize Board Chair and County Administrator to sign. Pine County has been awarded \$128,680.13 from the Voting Equipment Grant Account to purchase electronic tabulators and assistive voting devices.

6. **Aerial Photography Purchase**

Consider authorizing the Board Chair to sign the Order Form with Pictometry International Corp for aerial photos to be flown in the Spring 2023 under the Minnesota Counties Computer Cooperative purchasing agreement. The total cost of one flight is \$193,490 which will be paid from the Recorder Compliance Fund.

7. **American Rescue Plan Act – Broadband Grant Program**

Consider approval of the American Rescue Plan Act Broadband Grant Program and timeline which includes an allocation of \$250,000 for the first round, to open on May 3, 2022 and close June 17, 2022.

8. **Commissioner Updates**

Broadband Meeting  
Arrowhead Counties Association  
Extension Committee  
Rush Line Corridor Task Force: Cancelled  
Snake River Watershed Management Board & Snake River 1W1P Policy  
Lower St. Croix Partnership (1W1P)  
East Central Regional Development Commission  
NLX Meeting  
Pine County TAC (Arrowhead Transit)  
Commercial Recycling RFP Review  
Housing & Redevelopment Authority/Economic Development Authority  
Pine County Wanderers  
Central Regional EMS  
Mille Lacs Band / Courts / County Meeting  
Other

9. **Other**

10. **Upcoming Meetings (Subject to Change) -- Contact the Organization Hosting the Meeting to Confirm Meeting Details.**

- a. Pine County Board of Commissioners, Tuesday, May 3, 2022, 10:00 a.m., Board Room, Courthouse, 635 Northridge Drive NW, Pine City, Minnesota
- b. CANCELLED: Facilities Committee, Wednesday, May 4, 2022, 9:00 a.m.
- c. Health & Human Services Advisory Committee, Wednesday, May 4, 2022, 11:00 a.m., Board Room, Courthouse, 635 Northridge Drive NW, Pine City, Minnesota
- d. Central MN Council on Aging-Joint Meeting Board of Directors and Advisory Committee, Thursday, May 5, 2022, 10:00 a.m.
- e. Pine City—Pine City School District—Pine Technical and Community College—Pine County meeting, Thursday, May 5, 2022, 11:30 a.m., Pine Technical and Community College, Pine City
- f. Soil & Water Conservation District, Thursday, May 5, 2022, 3:00 p.m., 1610 Hwy 23 No., Sandstone, Minnesota (Note change in date)
- g. AMC Legislative Update, Monday, May 9, 2022, 8:30 a.m.
- h. Personnel Committee, Monday, May 9, 2022, 9:00 a.m., Commissioner Conference Room, Courthouse, Pine City, Minnesota.
- i. East Central Solid Waste Commission, Monday, May 9, 2022, 9:00 a.m., 1756 180<sup>th</sup> Avenue, Mora, Minnesota
- j. East Central Regional Library Trustees Board, Monday, May 9, 2022, 10:00 a.m., 111 Dellwood St. No., Cambridge, Minnesota
- k. Chemical Health Coalition, Monday, May 9, 2022, 4:00 p.m.
- l. Special Meeting-Committee of the Whole/Road Tour, Tuesday, May 10, 2022, 9:00 a.m., Board Room, Courthouse, Pine City, Minnesota
- m. NACo Telecommunications and Technology Steering Committee, Wednesday, May 11, 2022, 3:00 p.m.

- n. State Community Health Services Advisory Committee (SCHSAC), Thursday, May 12, 2022, 10:00 a.m.
- o. Blue Zones Kick Off Meeting, Thursday, May 12, 2022, 5:00 p.m., Grand Casino Hinckley, Hinckley, Minnesota
- p. Lakes & Pines Community Action Council, Monday, May 16, 2022, 10:00 a.m., 1700 Maple Avenue East, Mora, Minnesota
- q. Pine County Board of Commissioners, Tuesday, May 17, 2022, 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota

11. **Adjourn**

**MINUTES  
OF THE  
PINE COUNTY BOARD MEETING  
Regular Meeting  
Tuesday, April 19, 2022 - 10:00 a.m.  
North Pine Government Center  
1602 Hwy. 23 North  
Sandstone, Minnesota**

Chair Hallan called the meeting to order at 10:00 a.m. Present were Commissioners Josh Mohr, Terry Lovgren, J.J. Waldhalm and Matt Ludwig. Also present was County Administrator David Minke and County Attorney Reese Frederickson.

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

The Pledge of Allegiance was said.

Chair Hallan called for public comment. Ailene Croup urged the board to give considerable attention to the amendments requested to the Solid Waste Ordinance at regular agenda item #1.

Chair Hallan requested the following revisions to the Agenda:

- i. Addition: Consent Agenda item 2.1.A: Consider approval of Resolution 2022-22 extending septic fix-up special assessments for Hailey Nelson and Bennett Larson, PID 28.0950.000, \$11,000, and James Kollar, PID 28.5323.000, \$9,100.
- ii. Addition: Consent Agenda item 2.1.B: Consider approval of Resolution 2022-25 approving application for Premises Permit for Moose Lake Area Hockey Association to conduct lawful gambling at Moose Lake Golf Club.
- iii. Remove: Consent Agenda item 4: Law Enforcement Contract with Windemere Townships for enforcement of criminal ordinance violations.
- iv. Addition: Regular Agenda item 5.1: Recognition of National Childcare Provider Appreciation Day – May 6, 2022.
- v. Addition: Regular Agenda item 5.2: Recognition of National Foster Care Appreciation Month.
- vi. Addition: Regular Agenda 9/Commissioner Updates: April 18, 2022 Insurance Committee Meeting Update.
- vii. Addition: Regular Agenda 10/Other: Schedule Special Meeting-Committee of the Whole. Possible date of June 28, 2022 at 10:00 a.m.

**Motion** by Commissioner Lovgren to adopt the amended Agenda. Second by Commissioner Waldhalm. Motion carried 5-0.

**Motion** by Commissioner Ludwig to approve the Minutes of the April 5, 2022 County Board Meeting and Summary for publication. Second by Commissioner Mohr. Motion carried 5-0.

**Motion** by Commissioner Mohr to approve the Minutes of the April 12, 2022 Special Meeting-Committee of the Whole. Second by Commissioner Lovgren. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence  
None.

**Motion** by Commissioner Ludwig to approve the amended Consent Agenda. Second by Commissioner Lovgren. Motion carried 5-0.

## **CONSENT AGENDA**

**1. Approve March, 2022 Cash Balance**

<b>Fund</b>	<b>March 31, 2021</b>	<b>March 31, 2022</b>	<b>Increase/Decrease</b>
General Fund	3,387,467	3,642,423	254,956
Health and Human Services Fund	1,604,251	2,019,778	415,527
Road and Bridge Fund	1,497,473	2,569,131	1,071,659
COVID Relief	0.00	2,413,212	2,413,212
Land	2,571,571	2,485,478	(86,093)
Self Insurance	511,439	412,917	(98,523)
TOTAL (inc non-major funds)	11,286,696	15,246,629	3,959,933

**2. Approve March 2022 Disbursements/Claims Over \$2,000**

The following vendors with claims of \$2,000 or more, and 481 claims under \$2,000 or not needing approval totaling \$1,118,361.72 were paid during the period of March 1, 2022-March 31, 2022: AMAZON CAPITAL SERVICES, 5,593.61; Aml Cleaning Service, Inc, 4,000.00; Askov Deep Rock, 6,452.04; Auto Value-Hinckley, 2,490.25; BAUER CONSTRUCTION, 5,430.91; BLUE CROSS & BLUE SHIELD OF MINNESOTA, 4,650.50; CalTopo LLC (Cardmember Service), 2,000.00; Central Mn Jobs & Training Services, 11,350.15; CENTRAL ROOFING COMPANY, 103,851.00; COMPASS MINERALS AMERICA, 75,360.40; Dhs Maps Mmis Cd Maxis 998, 3,798.00; DHS State Operated Services, 4,147.10; DOOLEYS PETROLEUM INC, 27,012.74; Duluth Institute Inc, 2,850.00; East Central Energy Of Braham, 12,200.14; East Central Reg Juvenile Center, 8,884.87; Emergency Automotive Technologies, Inc, 7,678.12; ERICKSON ENGINEERING CO LLC, 7,124.50; Family Pathways - North Branch, 4,072.50; FURTHER, 5,463.79; GUARDIAN, 9,300.75; Heartland Girls Ranch, 8,200.64; HERNESS CONSTRUCTION COMPANY, 7,400.00; HOMETOWN FIBER LLC, 24,389.00; Information Systems Corp-ISC, 16,057.00; JONES CONSTRUCTION SERVICES INC, 5,000.00; Kris Engineering, Inc, 10,554.40; KRONOS SAASHR INC, 2,609.41; LHB INC, 2,458.00; Lighthouse Child & Family Services, LLC, 6,245.07; MADISON NATIONAL LIFE INS CO INC, 4,014.71; MEDICAREBLUE RX, 10,982.00; MEND CORRECTIONAL CARE PLLC, 27,856.71; Mille Lacs Band Family Services, 11,655.22; MINNESOTA ENERGY RESOURCES CORP, 4,533.00; MINNESOTA POWER, 3,957.11; MN COUNTIES COMPUTER COOP, 147,929.15; Mn Life Insurance Company, 4,510.90; Nexus-Gerard Family Healing LLC, 11,200.00; Nexus-Kindred Family Healing, 5,611.20; Nexus-Mille Lacs Family Healing, 13,693.25; North Homes Inc, 30,828.14; NORTHSTAR MEDIA INC, 2,830.20; Northwoods Children Home, 10,447.08; Nuss Truck Group Inc, 7,728.49; OWENS COMPANIES INC, 13,769.86; PDS, 6,585.18; Pitney Bowes, 2,408.94; Prairie Lakes Youth Programs, 8,112.75; PREMIER OUTDOOR SERVICES OF MINNESOTA, 8,500.00; Pro-West & Associates Inc, 11,240.31; Purchase Power, 4,035.00; Reedsburg Hardware Co., 2,249.66; Rolling Hills Hospital LLC, 9,450.00; SCHNEIDER

GEOSPATIAL LLC, 2,898.00; SEH INC, 2,835.02; Solid Oak Financial Services, LLC, 4,250.00; Sue's Bus Service Inc, 6,817.20; SUMMIT FOOD SERVICE MANAGEMENT LLC, 20,768.94; TEAMSTERS JOINT COUNCIL 32, 113,790.00; THRIFTY WHITE PHARMACY, 2,159.88; Town Of Pokegama, 4,100.00; TRITECH SOFTWARE SYSTEMS, 65,372.33; UNITEDHEALTH GROUP – VOID, 391,314.12; UTILITY ASSOCIATES INC, 4,807.50; Verizon Wireless, 7,513.17; Widseth Smith Nolting & Assoc Inc, 3,137.50; Zahl Petroleum, 3,520.70.

2.1. **Applications**

- A. Approve Resolution 2022-22 extending septic fix-up special assessments for Hailey Nelson and Bennett Larson, PID 28.0950.000, \$11,000, and James Kollar, PID 28.5323.000, \$9,100.
- B. Approve Resolution 2022-25 approving application for Premises Permit for Moose Lake Area Hockey Association to conduct lawful gambling at Moose Lake Golf Club.

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

Approve Commissioners' Expense Claim Forms.

4. **Contracts -- Pine County Sheriff's Office Law Enforcement/Windemere Township Criminal Ordinance Violations Enforcement**

Removed from Agenda.

## **REGULAR AGENDA**

1. **Public Hearing - County Zoning Ordinance Amendment 2022-16 to Consider Zoning Amendments for the Township of Pine Lake and Amending the Subsurface Sewage Treatment Systems Ordinance**

Land and Resources Manager Caleb Anderson stated the Pine Lake Township Board passed a resolution opting in to the County Zoning Ordinance and rescinding their Township Land Use Zoning Ordinance. Pine County Ordinance 2022-16 includes Pine Lake Township in the county's zoning ordinance and rescinds all Pine Lake Township ordinances and amendments, governing land use and zoning on behalf of the Pine Lake Township Board of Supervisors. Pine County Ordinance 2022-16 also amends the Pine County Subsurface Sewage Treatment Systems Ordinance to provide that recreational vehicles used as principal dwellings must have facilities for sewage management that comply with the ordinance. The board discussed the definition of "occasional use" for recreational vehicles and the requirements of this amendment.

Chair Hallan opened the public hearing at 10:20 a.m. and called for public comment. Pine Lake Township Chair Dareld Schoenrock was present and stated his concern with seven campers on a 15-acre parcel of river property with no sewer management. Upon discussion, it was determined that this situation is currently being addressed through the county Zoning Department.

Ailene Croup, present via interactive technology, stated she felt that requiring recreational vehicles to have current registration would be the best option for sewage management due to ease in moving the recreational vehicle to a dumping station. There being no further public comment, Chair Hallan closed the public hearing at 10:25 a.m.

Commissioner Waldhalm encouraged Mr. Schoenrock to follow up his concerns with the Planning Zoning and Solid Waste Department.

**Motion** by Commissioner Ludwig to approve Pine County Ordinance 2022-16 amending the Pine County Zoning Ordinance and rescinding all existing land use and zoning ordinances and



amendments thereto adopted by Pine Lake Township, also amending the Pine County Subsurface Sewage Treatment Systems Ordinance. Second by Commissioner Mohr. Motion carried 5-0.

2. **Facilities Committee Report**

Commissioner Waldhalm stated the Facilities Committee met April 6, 2022. Items discussed included replacement costs for the LED lighting in the jail, progress of construction of the Steve Chaffee Conference Room at the courthouse, and updating on the remodel of the lactation room in Public Health. Commissioner Waldhalm also stated bid opening will take place May 12<sup>th</sup> for the Willow River household hazardous waste building. A tour of the Sandstone impound lot and the 1610 building took place -- possible upgrades were discussed.

3. **Personnel Committee Report**

Commissioner Mohr provided an overview of the April 11, 2022 Personnel Committee. The Personnel Committee made the following recommendation:

A. **Health & Human Services**

- i. Recommend the hiring of a Child Protection Services Social Worker and request backfill of any subsequent vacancies that may occur due to internal promotion or lateral transfer. This position has been vacant since March 2020 due to work load and budget considerations and is included and is included in the 2022 HHS budget.

B. **Auditor / Treasurer**

- i. Recommend the hiring of a Property Appraiser with a target hire date of June 1, 2022 and request backfill of any subsequent vacancies that may occur due to internal promotion or lateral transfer.

C. **Sheriff's Office – Jail**

- i. Acknowledge the resignation of Corrections Officers Shaun Mitchell (part-time, effective March 23, 2022), Joel Long (effective April 30, 2022), and Hunter Greicar (part-time, effective April 1, 2022), and to approve backfill of the positions and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

**Motion** by Commissioner Mohr to approve Personnel Items 3Ai/hiring of Child Protection Services Social Worker, 3Bi/hiring of Property Appraiser, and 3Ci/acknowledge resignations of corrections officers Shaun Mitchell, Joel Long and Hunter Greicar and approval of backfill of these positions and any subsequent vacancies due to internal promotion or lateral transfer.

D. **Administrator's Office**

- i. Consider approval of Temporary Personnel Policy 2022-1 Employee Referral Bonus Program.

The board discussed Temporary Personnel Policy 2022-1 Employee Referral Bonus Program, including purpose and definitions of eligible applicant, eligible referring employee, and eligible positions. Employees eligible to receive the referral bonus were reviewed. Commissioner Waldhalm stated employees should refer good candidates for county employment without the need for additional bonus compensation.

**Motion** by Commissioner Mohr to approve Personnel Item 3D/Temporary Personnel Policy 2022-1 Employee Referral Bonus Program and designate \$25,000 from American Rescue Plan Act (ARPA) funds to fund the program. Second by Commissioner Lovgren. Motion carried 4-1, with Commissioner Waldhalm opposing.

4. **County Government Appreciation Day**

**Motion** by Commissioner Mohr to approve Resolution 2022-24 designating April 26, 2022 as County Government Appreciation Day. Second by Commissioner Waldhalm. Motion carried 5-0.

5. **National Correctional Officer Week**

Jail Administrator Rod Williamson stated his appreciation to the professionalism and dedication of Pine County Correctional Officers and Correctional Employees and requested recognition of them during National Corrections Officers' Week.

**Motion** by Commissioner Ludwig to approve Resolution 2022-23 recognizing correctional officers and correctional employees in Pine County. Second by Commissioner Waldhalm. Motion carried 5-0.

5.1 **National Childcare Provider Appreciation Day**

Health & Human Services Director Becky Foss stated National Childcare Provider Appreciation Day is May 6, 2022 and thanked all childcare professionals throughout the county. The county is waiving the \$50 re-licensing fees for county-licensed childcare providers May 1, 2022–April 30, 2024, and to encourage more providers, the \$100 initial licensing fee for all new licensees will be waived from May 1, 2022 through December 31, 2022.

5.2 **National Foster Care Appreciation Month**

Health & Human Services Director Becky Foss stated May is National Foster Care Appreciation Month and conveyed her appreciation to the foster care homes in Pine County. Foss stated the county is looking for additional foster-care homes to provide care for non-relative placements.

6. **One Watershed, One Plan Updates**

County Auditor-Treasurer Kelly Schroeder stated the county is actively involved in One Watershed, One Plan processes for the four watersheds in the county, and provided an update on the current activities. Funding will be tied to activities in each of the watersheds. Schroeder stated it is necessary to separately track expenses and maintain designated unspent balances for grants/activities.

**Motion** by Commissioner Ludwig acknowledging septic assessment program on Net Lake under the Nemadji 1W1P grant, and creating the following One Watershed One Plan accounts:

01-107-004-5302	Kettle River 1W1P Grant	01-107-004-6803	Kettle River 1W1P Expenditure
01-107-005-5302	Lower St. Croix 1W1P Grant	01-107-005-6803	Lower St. Croix 1W1P Expenditure
01-107-006-5302	Nemadji 1W1P Grant	01-107-006-6803	Nemadji 1W1P Expenditure
01-107-007-5302	Snake River 1W1P Grant	01-107-007-6803	Snake River 1W1P Expenditure

Second by Commissioner Lovgren. Motion carried 5-0.

7. **Kettle River/Upper St. Croix Watershed One Watershed One Plan Consultant Contract**

Land and Resources Manager Caleb Anderson stated the Kettle River/Upper St. Croix Watersheds have released a Request for Qualifications soliciting professional services for meeting facilitation, watershed modeling, plan templates and graphic design. Houston Engineering submitted the sole response, with the cost for services not to exceed \$84,100.

**Motion** by Commissioner Ludwig to approve the contract with Houston Engineering, Inc. for professional services to the Kettle/Upper St. Croix Watershed One Watershed One Plan.  
Second by Commissioner Mohr. Motion carried 5-0.

8. **First Quarter 2022 Budget Report**

County Administrator David Minke provided an update of the budget through March 31, 2022 by reviewing expenditure and revenue of the major funds. At the end of the first quarter revenue and expenditures are as expected.

9. **Commissioner Updates**

East Central Solid Waste Commission: Chair Hallan stated an offer of employment has been extended to a candidate for the assistant director position.

East Central Regional Library Trustees Board: Commissioner Lovgren stated library programs were discussed, and that the open access concept at the Hinckley area library has been placed on hold as the library is looking at other options.

Northeast Minnesota Area Transportation Partnership: Chair Hallan stated the Blatnik bridge in Duluth is being replaced; one of the engineers that designed the bridge is a Pine City native.

Soil & Water Conservation District: Commissioner Mohr stated this was a standard business meeting. An offer of employment was extended to a candidate for the part-time forester position. SWCD is looking at another forester position, possibly sharing the position with a neighboring county.

Law Library: Commissioner Mohr stated financials were reviewed, the Lexis/Nexis contract was approved, and new furniture/bookshelf was purchased.

Other:

1. Kettle River One Watershed One Plan: Commissioner Ludwig stated the watershed One Watershed One Plan will be holding two kickoff events due to the size of the watershed—one each in Pine and Carlton counties.
2. Insurance Committee Update: Commissioner Lovgren stated the Insurance Committee reviewed claims update. First year projection and goals were reviewed and analyzed. Vision network issues/resolution with Pine Eye Associations, however Walmart has declined to provide coverage. Vision insurance proposals were reviewed and prescription drug cost comparisons were discussed. Medical spending account options (VEBA, HSA, FSA) were discussed as the transition to another provider must be completed prior to September.
3. NACo Telecommunications and Technology Steering Committee: Commissioner Lovgren commented on United States' technology innovations being compromised by other countries, cyber policies were reviewed, and the FCC will be opening a comment period for Affordable Connectivity Program.
4. State Community Health Services Advisory Committee (SCHSAC): Commissioner Lovgren stated this meeting was business as usual.

10. **Other**

A Special Meeting-Committee of the Whole meeting is scheduled for June 28, 2022 at 10:00 a.m., the location to be determined.

11. **Upcoming Meetings**

Upcoming meetings were reviewed.

12. **Adjourn**

With no further business, Chair Hallan adjourned the meeting at 11:36 a.m. The next regular meeting of the county board is scheduled for Tuesday, May 3, 2022 at 10:00 a.m., Pine County Courthouse, Board Room, 635 Northridge Drive NW, Pine City, Minnesota.

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Stephen M. Hallan, Chair  
Board of Commissioners

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

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

**Regular Meeting**

**Tuesday, April 19, 2022 - 10:00 a.m.**

**North Pine Government Center, 1602 Hwy. 23 North  
Sandstone, Minnesota**

Chair Hallan called the meeting to order at 10:00 a.m. Present were Commissioners Josh Mohr, Terry Lovgren, J.J. Waldhalm and Matt Ludwig. Also present was County Administrator David Minke and County Attorney Reese Frederickson.

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

The Pledge of Allegiance was said.

Chair Hallan called for public comment. Ailene Croup urged the board to give considerable attention to the amendments requested to the Solid Waste Ordinance at regular agenda item #1.

**Motion** by Commissioner Lovgren to adopt the amended Agenda. Second by Commissioner Waldhalm. Motion carried 5-0.

**Motion** by Commissioner Ludwig to approve the Minutes of the April 5, 2022 County Board Meeting and Summary for publication. Second by Commissioner Mohr. Motion carried 5-0.

**Motion** by Commissioner Mohr to approve the Minutes of the April 12, 2022 Special Meeting-Committee of the Whole. Second by Commissioner Lovgren. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence  
None.

**Motion** by Commissioner Ludwig to approve the amended Consent Agenda. Second by Commissioner Lovgren. Motion carried 5-0.

<b>Fund</b>	<b>March 31, 2021</b>	<b>March 31, 2022</b>	<b>Increase/Decrease</b>
General Fund	3,387,467	3,642,423	254,956
Health and Human Services Fund	1,604,251	2,019,778	415,527
Road and Bridge Fund	1,497,473	2,569,131	1,071,659
COVID Relief	0.00	2,413,212	2,413,212
Land	2,571,571	2,485,478	(86,093)
Self Insurance	511,439	412,917	(98,523)
TOTAL (inc non-major funds)	11,286,696	15,246,629	3,959,933

The following vendors with claims of \$2,000 or more, and 481 claims under \$2,000 or not needing approval totaling \$1,118,361.72 were paid during the period of March 1, 2022-March 31, 2022: AMAZON CAPITAL SERVICES, 5,593.61; Aml Cleaning Service, Inc, 4,000.00; Askov Deep Rock, 6,452.04; Auto Value-Hinckley, 2,490.25; BAUER CONSTRUCTION, 5,430.91; BLUE CROSS & BLUE SHIELD OF MINNESOTA, 4,650.50; CalTopo LLC (Cardmember Service), 2,000.00; Central Mn Jobs & Training Services, 11,350.15; CENTRAL ROOFING COMPANY, 103,851.00; COMPASS MINERALS AMERICA, 75,360.40; Dhs Maps Mmis Cd Maxis 998, 3,798.00; DHS State Operated Services, 4,147.10; DOOLEYS PETROLEUM INC, 27,012.74; Duluth Institute Inc, 2,850.00; East Central Energy Of Braham, 12,200.14; East Central Reg Juvenile Center, 8,884.87; Emergency Automotive Technologies, Inc, 7,678.12; ERICKSON ENGINEERING CO LLC, 7,124.50; Family Pathways - North Branch, 4,072.50; FURTHER, 5,463.79; GUARDIAN, 9,300.75; Heartland Girls Ranch, 8,200.64; HERNESS CONSTRUCTION COMPANY, 7,400.00; HOMETOWN FIBER LLC, 24,389.00; Information Systems Corp-ISC, 16,057.00; JONES CONSTRUCTION SERVICES INC, 5,000.00; Kris Engineering, Inc, 10,554.40; KRONOS SAASHR INC, 2,609.41; LHB INC, 2,458.00; Lighthouse Child & Family Services, LLC, 6,245.07; MADISON NATIONAL LIFE INS CO INC, 4,014.71; MEDICAREBLUE RX, 10,982.00; MEND CORRECTIONAL CARE PLLC, 27,856.71; Mille Lacs Band Family Services, 11,655.22; MINNESOTA ENERGY RESOURCES CORP, 4,533.00; MINNESOTA POWER, 3,957.11; MN COUNTIES COMPUTER COOP, 147,929.15; Mn Life Insurance Company, 4,510.90; Nexus-Gerard Family Healing LLC, 11,200.00; Nexus-Kindred Family Healing, 5,611.20; Nexus-Mille Lacs Family Healing, 13,693.25; North Homes Inc, 30,828.14; NORTHSTAR MEDIA INC, 2,830.20; Northwoods Children Home, 10,447.08; Nuss Truck Group Inc, 7,728.49; OWENS COMPANIES INC, 13,769.86; PDS, 6,585.18; Pitney Bowes, 2,408.94; Prairie Lakes Youth Programs, 8,112.75; PREMIER OUTDOOR SERVICES OF MINNESOTA, 8,500.00; Pro-West & Associates Inc, 11,240.31; Purchase Power, 4,035.00; Reedsburg Hardware Co., 2,249.66; Rolling Hills Hospital LLC, 9,450.00; SCHNEIDER GEOSPATIAL LLC, 2,898.00; SEH INC, 2,835.02; Solid Oak Financial Services, LLC, 4,250.00; Sue's Bus Service Inc, 6,817.20; SUMMIT FOOD SERVICE MANAGEMENT LLC, 20,768.94; TEAMSTERS JOINT COUNCIL 32, 113,790.00; THRIFTY WHITE PHARMACY, 2,159.88; Town Of Pokegama, 4,100.00; TRITECH SOFTWARE SYSTEMS, 65,372.33; UNITEDHEALTH GROUP – VOID, 391,314.12; UTILITY ASSOCIATES INC, 4,807.50; Verizon Wireless, 7,513.17; Widseth Smith Nolting & Assoc Inc, 3,137.50; Zahl Petroleum, 3,520.70.

Approve Resolution 2022-22 extending septic fix-up special assessments for Hailey Nelson and Bennett Larson, PID 28.0950.000, \$11,000, and James Kollar, PID 28.5323.000, \$9,100.

Approve Resolution 2022-25 approving application for Premises Permit for Moose Lake Area Hockey Association to conduct lawful gambling at Moose Lake Golf Club.

Approve Commissioners' Expense Claim Forms.

Contracts -- Pine County Sheriff's Office Law Enforcement/Windemere Township Criminal Ordinance Violations Enforcement

Removed from Agenda.

**Public Hearing - County Zoning Ordinance Amendment 2022-16 to Consider Zoning Amendments for the Township of Pine Lake and Amending the Subsurface Sewage Treatment Systems Ordinance**

Land and Resources Manager Caleb Anderson stated the Pine Lake Township Board passed a resolution opting in to the County Zoning Ordinance and rescinding their Township Land Use Zoning Ordinance. Pine County Ordinance 2022-16 includes Pine Lake Township in the county's zoning ordinance and rescinds all Pine Lake Township ordinances and amendments, governing land use and zoning on behalf of the Pine Lake Township Board of Supervisors. Pine County Ordinance 2022-16 also amends the Pine County Subsurface Sewage Treatment Systems Ordinance to provide that recreational vehicles used as principal dwellings must have facilities for sewage management that comply with the ordinance. The board discussed the definition of "occasional use" for recreational vehicles and the requirements of this amendment.

Chair Hallan opened the public hearing at 10:20 a.m. and called for public comment. Pine Lake Township Chair Dareld Schoenrock was present and stated his concern with seven campers on a 15-acre parcel of river property with no sewer management. Upon discussion, it was determined that this situation is currently being addressed through the county Zoning Department.

Ailene Croup, present via interactive technology, stated she felt that requiring recreational vehicles to have current registration would be the best option for sewage management due to ease in moving the recreational vehicle to a dumping station. There being no further public comment, Chair Hallan closed the public hearing at 10:25 a.m.

Commissioner Waldhalm encouraged Mr. Schoenrock to follow up his concerns with the Planning Zoning and Solid Waste Department.

**Motion** by Commissioner Ludwig to approve Pine County Ordinance 2022-16 amending the Pine County Zoning Ordinance and rescinding all existing land use and zoning ordinances and amendments thereto adopted by Pine Lake Township, also amending the Pine County Subsurface Sewage Treatment Systems Ordinance. Second by Commissioner Mohr. Motion carried 5-0.

**Personnel Committee Report**

Commissioner Mohr provided an overview of the April 11, 2022 Personnel Committee. The Personnel Committee made the following recommendation:

**A. Health & Human Services**

- i. Recommend the hiring of a Child Protection Services Social Worker and request backfill of any subsequent vacancies that may occur due to internal promotion or lateral transfer. This position has been vacant since March 2020 due to work load and budget considerations and is included and is included in the 2022 HHS budget.

**B. Auditor / Treasurer**

- i. Recommend the hiring of a Property Appraiser with a target hire date of June 1, 2022 and request backfill of any subsequent vacancies that may occur due to internal promotion or lateral transfer.

**C. Sheriff's Office – Jail**

- i. Acknowledge the resignation of Corrections Officers Shaun Mitchell (part-time, effective March 23, 2022), Joel Long (effective April 30, 2022), and Hunter Greicar (part-time, effective April 1, 2022), and to approve backfill of the positions and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

**Motion** by Commissioner Mohr to approve Personnel Items 3Ai/hiring of Child Protection Services Social Worker, 3Bi/hiring of Property Appraiser, and 3Ci/acknowledge resignations of corrections officers Shaun Mitchell, Joel Long and Hunter Greicar and approval of backfill of these positions and any subsequent vacancies due to internal promotion or lateral transfer.

D. Administrator's Office

- i. Consider approval of Temporary Personnel Policy 2022-1 Employee Referral Bonus Program.

**Motion** by Commissioner Mohr to approve Personnel Item 3D/Temporary Personnel Policy 2022-1 Employee Referral Bonus Program and designate \$25,000 from American Rescue Plan Act (ARPA) funds to fund the program. Second by Commissioner Lovgren. Motion carried 4-1, with Commissioner Waldhalm opposing.

**Motion** by Commissioner Mohr to approve Resolution 2022-24 designating April 26, 2022 as County Government Appreciation Day. Second by Commissioner Waldhalm. Motion carried 5-0.

**Motion** by Commissioner Ludwig to approve Resolution 2022-23 recognizing correctional officers and correctional employees in Pine County. Second by Commissioner Waldhalm. Motion carried 5-0.

**Motion** by Commissioner Ludwig acknowledging septic assessment program on Net Lake under the Nemadji 1W1P grant, and creating the following One Watershed One Plan accounts:

01-107-004-5302	Kettle River 1W1P Grant	01-107-004-6803	Kettle River 1W1P Expenditure
01-107-005-5302	Lower St. Croix 1W1P Grant	01-107-005-6803	Lower St. Croix 1W1P Expenditure
01-107-006-5302	Nemadji 1W1P Grant	01-107-006-6803	Nemadji 1W1P Expenditure
01-107-007-5302	Snake River 1W1P Grant	01-107-007-6803	Snake River 1W1P Expenditure

Second by Commissioner Lovgren. Motion carried 5-0.

**Motion** by Commissioner Ludwig to approve the contract with Houston Engineering, Inc. for professional services to the Kettle/Upper St. Croix Watershed One Watershed One Plan. Second by Commissioner Mohr. Motion carried 5-0.

First Quarter 2022 Budget Report

County Administrator David Minke provided an update of the budget through March 31, 2022 by reviewing expenditure and revenue of the major funds. At the end of the first quarter revenue and expenditures are as expected.

A Special Meeting-Committee of the Whole meeting is scheduled for June 28, 2022 at 10:00 a.m., the location to be determined.



With no further business, Chair Hallan adjourned the meeting at 11:36 a.m. The next regular meeting of the county board is scheduled for Tuesday, May 3, 2022 at 10:00 a.m., Pine County Courthouse, Board Room, 635 Northridge Drive NW, Pine City, Minnesota.

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Stephen M. Hallan, Chair  
Board of Commissioners

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

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



# PINE COUNTY 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

Page 1 of 2 Pages

April 2022

County Road 129, T40N R20W reset PLSS corner due to frost heaving of monument.  
Update records.

Cross Park Road, T40N R20W reset PLSS corner due to frost heaving of monument.  
Update records.

Greenbriar Road, T39N R20W reset PLSS corner due to frost heaving of monument.  
Update records.

Pine County Ditch # 12: recon access, identify and map flow line and blockages, update records and draw a map.

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

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

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

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

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

April 2022

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.

A handwritten signature in black ink, appearing to read "R.T. Mathews", followed by a long horizontal line.

Robin T. Mathews, Pine County Surveyor

**Pine County Insurance Committee  
Minutes  
Monday April 18, 2022 – 10:00 a.m.  
Pine County Courthouse**

Members present: Commissioner Lovgren, Commissioner Matt Ludwig

Others present: David Minke, Kelly Schroeder, Jackie Koivisto, Jennifer Frederickson, Jessica Blesener, Jodi Blesener, Shawn Linnell, Terry Clementson, Yvette Weis, Sherry Johnson, Sheila Pokorny, AFSCME Representative, Justin Kroeger, Insurance Consultant

**1. Call to order**

Commissioner Ludwig called the meeting to order at 10:00 a.m.

**2. Review Agenda**

**3. Claims Update**

**A. Budgeted Claims:**

Justin reviewed claims experience through February 2022. January and February utilization was high and can be partially attributed to claims incurred in the fourth quarter of 2021 but not paid out until the first quarter of 2022.

**B. Claims Distribution:**

11 individuals account for 70% of the claims paid in 2022 - \$278,611. The other 158 members who have received services account for the remaining \$119,337 in paid claims. There are no claimants in the \$200,000 incurred range at this time.

**C. COVID Claims**

COVID claim payments represent 8% of our total spend. \$296,218 was paid out in 2021 and \$15,762 in 2022.

**4. First Year Projection and Goal Review/Analysis**

Discussion was held regarding our strategic approach to creating an independent health plan.

The committee reviewed 2021 expected results vs. 2021 actual results. Funding was below projections (\$85,000) due to fewer subscribers than expected and migration to the less expensive H.S.A. plan.

Our reserves were slightly less than expected and the per member per month (PMPM) cost was slightly higher than expected due to fewer subscribers. We were within 2% of meeting our funding goals for the first year.

Justin reviewed the expected terminal liability and the reserve balance required should the county decide to leave the United Healthcare plan

Overall, we are where we need to be financially without having to make major plan changes.

**5. Vision Network Issues/Resolution**

Our health plan covers an annual routine eye exam. We are experiencing issues with local providers pertaining to balance billing (Pine Eye) and not billing for services (Walmart) which prevents

members from getting their annual exam. Pine Eye is cooperating with Naviguard (company UHC uses to negotiate payment for out-of-network medical bills) but Walmart will not engage.

Justin presented two options:

- 1) Change to the Spectera Vision Network midyear which brings Pine Eye in-network but will not solve the issues with Wal-Mart.
- 2) Change to the Spectera Vision Network and remove the Naviguard requirement for out-of-network services. This option brings Pine Eye in-network. Wal-Mart would be fully covered but may still chose not to accept UHC insurance. There could be higher costs for vision claims.

This situation was not managed well by UHC. If the Spectera option would have been offered earlier, many of these issues would have not occurred.

Commissioner Ludwig made a motion to recommend option #1, second by Commissioner Lovgren. Motion carried.

## **6. Vision Insurance Proposals**

Our contract with Superior Vision will end in 2022. Justin commented that our decision to either stay with our current carrier or to move to a new carrier should be focused on network access. We have “light” network access with Superior Vision.

The committee reviewed proposals from Vision Services Plan (VSP) and EyeMed. Both insurers have broader network access than our current network but in different locations. The costs and benefits are different between the two plans. The county will get feedback from those enrolled in the vision insurance program to determine which program is preferred.

Both insurers are offering a 4-year rate guarantee.

## **7. Prescription Drug Cost Comparison**

We have received feedback that some members feel they are paying more for prescription drugs since the switch to UHC. Justin presented a comparison of costs for the top 50 dispensed drugs using available data to compare drug costs of United HealthCare and BlueCross BlueShield.

The data shows that BCBS is often less expensive than UHC.

Prescription drugs, as a portion of the overall cost of healthcare, continue to increase. Justin suggested that we look at alternative insurance vendors this year to make sure that we are getting the best value. We have a three-year contract with UHC. If we exit the contract early, we would have to pay back a portion of the wellness dollars we received – roughly one-third of \$55,000. The biggest issue with exiting early would be paying the run-out claims. We will begin the bid process in May and make a final decision by the end of July.

## **8. Medical Spending Account Options**

As discussed at our last meeting, Further, the manager of our VEBA/HSA/FSA accounts, was bought out by Health Equity in 2021. Health Equity will no longer provide VEBA administration meaning that we need to find a new vendor before October 1, 2022. Although Health Equity will continue to administer HSA and FSA accounts, the county desires to keep all accounts with a single vendor.

The Minnesota Healthcare Consortium (MHC) has chosen WEX as the successor to Further. WEX is a solution for the county and will honor current rates, payment arrangements, etc. If we transition to WEX we will be subject to a two-week blackout period to allow for fund transition. Members will not be able to access their accounts during the blackout. We will need to communicate this to employees so they can plan accordingly. Justin will draft a message for Jackie to send out.

We also have the option to switch to an alternate vendor. Medsurety, a finalist along with WEX in the cooperative's search, has been recommended by Gallagher. Medsurety is a smaller, local company based in Minnetonka. The county would save \$.75/account plus Medsurety would take over the management of our COBRA accounts

Commissioner Lovgren made a motion to recommend Medsurety as the new vendor for our VEBA/HSA/FSA accounts. Second by Jodi Blessener. Motion carried.

## **9. 2022 Timeline**

May-July 2022

- Possible transition to Medsurety
- Market the self-funded medical plan (May 24-June 13)
- Review carrier options (June 27-30<sup>th</sup>)
- Best and final proposals and carrier/plan decision (mid-July)

August-November 2022

- Finalize rates for 2023
- Transition to WEX if not Medsurety
- Update Benefit Books with annual notices and any plan/benefit changes
- Open enrollment meetings

December 2022

- Open enrollment data provided to carriers

## **10. Adjourn**

With no further business, the meeting adjourned at 11:45 a.m.



## AGENDA REQUEST FORM

Date of Meeting: May 3, 2022

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

Agenda Item: Applications

Department: Auditor-Treasurer

  
Department Head signature

### Background information on Item:

Exempt Permit: Roxie's Hope to conduct Minnesota lawful gambling on December 31, 2022 at Maverick's Saloon, 29410 Beroun Crossing Rd, Pine City, MN (Chengwatana Township).

3.2 On/Off Sale and Wine License with strong beer endorsement: Aufderhar & Aufderhar, LLC (Ray & Marge's Resort), 36700 Lakeland Rd, Sturgeon Lake.

3.2 Off Sale License: Duquette General Store, 88235 State Hwy 23 N, Duquette.

Abatement: Jimmie & Becky Guligowski, Parcel 25.0292.001, exclusion was incorrectly removed for taxes payable in 2022, but should have been removed for taxes payable 2023 and forward

Abatement: Ferrel & Kara Nelson, Parcel 18.0042.000, property should have been linked to owner's main parcels for homestead purposes for taxes payable in 2022 (this will also increase the agricultural credits on Parcels 35.0009.000 & 35.0002.000).

Abatement: Mark & Laura Ferdelman, Parcel 28.0290.000, homestead should have been removed for taxes payable in 2022 and property should have been classified as Seasonal

Abatement: Glenn Sobert, Parcel 42.0086.000, homestead was incorrectly removed for taxes payable in 2022 due to post office notification of change of address, but owner did not move.

Abatement: Daniel Rodecap, Parcel 42.5670.000, exclusion was incorrectly input and did not calculate for taxes payable in 2022.

### Action Requested:

Acknowledge applications and authorize County Board Chair Hallan and County Auditor-Treasurer Schroeder to sign wine license with strong beer endorsement and authorize County Auditor-Treasurer Kelly Schroeder to send a letter of approval to the Minnesota Gambling Control Board for the Exempt Permit.



## AGENDA REQUEST FORM

Date of Meeting: May 3rd, 2022



County Board



Consent Agenda



Regular Agenda

5 mins.



10 mins.



15 mins.



Other



Personnel Committee



Other \_\_\_\_\_

Agenda Item: Donation for Pine County Sheriff's Office K9 fund

Department: Pine County Sheriff's Office

Department Head signature

### Background information on Item:

The Pine County Sheriff's Office K9 Program received a donation of \$1,000 from the Pokegama Lake Association.

### Action Requested:

The Pine County Sheriff's Office respectfully asks the County Board to acknowledge and accept the donation into the Pine County Sheriff's Office K9 fund.

### Financial Impact:

This donation will help offset expenditures for the K9 program.





## AGENDA REQUEST FORM

Date of Meeting: May 3rd, 2022



County Board



Consent Agenda



Regular Agenda

5 mins.



10 mins.



15 mins.



Other



Personnel Committee



Other \_\_\_\_\_

Agenda Item: Operation Round Up donation

Department: Pine County Sheriff's Office

Department Head signature

### Background information on Item:

The Pine County Sheriff's Office received a \$5,000 donation from East Central Energy Operation Round Up for the Pine County Sheriff's Drone Program.

### Action Requested:

The Pine County Sheriff's Office respectfully asks the County Board to acknowledge and accept the donation into the Drone Program Fund.

### Financial Impact:

Donations to the drone fund offset program costs.



## AGENDA REQUEST FORM

Date of Meeting: May 3, 2022



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐

Personnel Committee



Other \_\_\_\_\_

Agenda Item: 2022 Equipment Rental

Department: Pine County Public Works

  
Department Head signature

### Background information on Item:

2022 Equipment Rental Bids

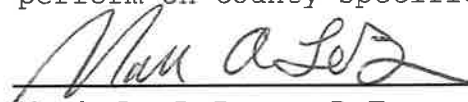
### Action Requested:

Accept and Award

### Financial Impact:

PINE COUNTY PUBLIC WORKS  
ABSTRACT OF 2022 EQUIPMENT RENTAL BIDS

RECOMMENDATION: Accept all bids. Opportunities to be offered to bidders who provide the bid resulting in least cost to the County and subject to their ability to perform on County specified dates and the available County Funds.



Mark A. LeBrun, P.E  
County Engineer

4-20-22

Date

Equipment Rental Abstract of Bid

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Bonk's Sand & Gravel LLC 78865 Bonk Road Willow River, MN 55795	218-380-3132																	
C & T Contracting 8062 Willow Street Willow River, MN 55795	218-372-3995 218-340-6951 bubbafjosne@gmail.com	B C		A B														
Finlayson Properties Gravel 2160 Tower Avenue Finlayson, MN 55735	320-233-7267 320-630-8286 northerncontractors@scicable.com																	
Hopkins Sand & Gravel 27760 Highway 35 Webster, WI 54893	715-866-4157 rick@hopkinsgravel.com																	
Louis Leustek & Sons, Inc. 1715 East Sheridan Street Ely, MN 55731	218-365-6161 218-341-3197 Louisleustek.sons@gmail.com																	
MPJ Enterprises, LLC PO Box 684 41 Division Street Sandstone, MN 55072	320-245-5127 320-279-0260 mikejohnson@scicable.com	B		B														
Premier Outdoors 217 Main Street S Pine City, MN 55063	320-384-8657 newmancole07@gmail.com																	
Precision Grade, LLC 19861 Denham Crossing Road Willow River, MN 55795	218-658-4601 218-380-3168 michael @precisiongradellc.com	B		A B														
Rabe Excavating, LLC 20726 King Rail Drive Hinckley, MN 55037	320-384-7805 320-980-4019 tlrabe@hotmail.com	B C		A B														
Robert's Excavating, LLC 37223 Rutabaga Road Askov, MN 55704	320-838-3464 320-237-4594 Robertsexcavating@yahoo.com	A B C		A B														
Rocon Paving 20444-220 <sup>th</sup> Street McGrath, MN 56350	320-592-3581 218-838-1209 Brianroth99@yahoo.com																	
Rydberg and Sons, Inc PO Box 63 Pine City, MN 55063	320-629-2503 612-390-9042 rydbergandsons@gmail.com	B C		A B														

## EQUIPMENT RENTAL PRICES - ABSTRACT OF BIDS

Contractor	Make	Model	Digging Depth	Bucket Size	RATE Per Hour
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**#1A BACKHOE/LOADER-RUBBER TIRED, w/operator**

Name	Make	Model	Capacity	Per Hour
Robert's Excavating, LLC	Case	580 Super L	12' 24	\$ 95.00

**#1B BACKHOE-2 cu.yd. or less, w/operator**

Name	Make	Model	Capacity	Per Hour
C & T Contracting	CAT	320L	21' 1.75 cy	\$ 80.00
MPJ Enterprises, LLC	Cat	310	18' 48"	\$ 145.00
MPJ Enterprises, LLC	JD	160G	20' 1.5 cy	\$ 160.00
Precision Gravel, LLC	JD	75L	13.5' 30"	\$ 110.00
Precision Gravel, LLC	Volvo	210LC	20' 1.8 cy	\$ 175.00
Rabe Excavating, LLC	JD	160G	20' 1.5 cy	\$ 135.00
Rabe Excavating, LLC	CAT	304E	10' 24"	\$ 95.00
Robert's Excavating, LLC	JD	130G	16' 42"	\$ 125.00
Ryberg & Sons, Inc.	Volvo	160	20' 1.25 cy	\$ 119.00

**#1C BACKHOE-2 cu.yd. or larger, w/operator**

Name	Make	Model	Capacity	Per Hour
C & T Contracting	Komatsu	220 LC	22' 2 cy	\$130.00
Rabe Excavating, LLC	Cat	330C	28' 3 1/2 cy	\$170.00
Rabe Excavating, LLC	JD	200C	20' 2 cy	\$150.00
Robert's Excavating, LLC	JD	200LC	20'	\$135.00
Robert's Excavating, LLC	JD	270LC	24'	\$145.00
Rydberg & Sons, Inc.	JD	350	25'	\$147.00
Rydberg & Sons, Inc.	VOLVO	360	30'	\$187.00

**#2 PULL-TYPE SCRAPER & TRACTOR, w/oper**

Self-propelled, w/operator (Note what type)

Name	Make	Model	Capacity	Per Hour
C & T Contracting	Steiger	310	14 cy Pull Type	\$ 150.00
Rydberg & Sons, Inc.	Terex	TS24	14 cy Self Propelled	\$ 275.00
Rydberg & Sons, Inc.	Terex	TS24	24 cy Self Propelled	\$ 385.00

## EQUIPMENT RENTAL PRICES - ABSTRACT OF BIDS

Contractor	Make	Model	Digging Depth	Bucket Size	RATE Per Hour
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**#3a DOZER,w/oper A.small (e.gD5 or smaller)**

Name	Make	Model	Capacity	Per Hour
C & T Contracting	CAT	D5MLGP		\$ 90.00
C & T Contracting	CAT	D4HLGP		\$ 90.00
Precision Grade, LLC	CAT	D4HLGP	10' 6 way	\$ 125.00
Rabe Excavating, LLC	JD	450J LGP		\$ 125.00
Robert's Excavating, LLC	CAT	D5g		\$ 95.00
Rydberg & Sons, Inc.	JD	650 LGP		\$ 99.00
Rydberg & Sons, Inc.	CAT	D4HLGP		\$ 99.00

**#3b DOZER,w/oper B.large (e.gD6 or larger)**

Name	Make	Model	Capacity	Per Hour
C & T Contracting	CAT	D6HLGP		\$ 150.00
MPJ Enterprises, LLC	Cat	D6KLGP	11' Blade 6 Way	\$ 165.00
Precision Grade, LLC	CAT	D6K2	11' 6 way	\$ 175.00
Rabe Excavating, LLC	JD	700JLGP		\$ 160.00
Robert's Excavating, LLC	CAT	D6M		\$ 160.00
Robert's Excavating, LLC	CAT	D6HLGP		\$ 160.00
Rydberg & Sons, Inc.	CAT	D6NLPG		\$ 165.00
Rydberg & Sons, Inc.	CAT	D8R		\$ 275.00

**#4 DUMP TRUCK w/driver**

Name	Make	Model	Capacity	Per Hour
C & T Contracting	Sterling		12 cy	\$ 80.00
MPJ Enterprises, LLC	Peterbuilt	378	10 cy	\$ 95.00
MPJ Enterprises, LLC	Kenworth	880	14 cy	\$ 105.00
Precision Grade, LLC	Ford	L9000	14 cy	\$ 125.00
Rabe Excavating, LLC	Sterling	9500	12 cy	\$ 90.00
Rabe Excavating, LLC	Ford	9000	12 cy	\$ 90.00
Robert's Excavating, LLC	Sterling	L9000	12 cy	\$ 85.00
Robert's Excavating, LLC	Peterbuilt		12 cy	\$ 85.00
Robert's Excavating, LLC	Ford	L9000	12 cy	\$ 85.00
Rydberg & Sons, Inc.	Ford		12 cy	\$ 95.00
Rydberg & Sons, Inc.	Sterling		14 cy	\$ 95.00

## EQUIPMENT RENTAL PRICES - ABSTRACT OF BIDS

Contractor	Make	Model	Digging Depth	Bucket Size	RATE Per Hour
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**#5 TRACTOR/BELLY DUMP w/driver**

Name	Make	Model	Capacity	Per Hour
Precision Grade, LLC	Mack	CH613	18 cy	\$ 125.00
Precision Grade, LLC	Mack	CH613	18 cy	\$ 125.00
Rydberg & Sons, Inc.	Various		Belly Dump	\$ 107.50
Rydberg & Sons, Inc.	Mack		Side Dump	\$ 107.50

**#6 TRACTOR/LOWBOY TRAILER w/driver**

Name	Make	Model	Capacity	Per Hour
C & T Contracting	Pete	378	50T	\$ 120.00
Precision Grade, LLC	Mack	CH613	40T	\$ 125.00
Robert's Excavating, LLC	Ford	L9000	40T	\$ 125.00
Rydberg & Sons, Inc.	Mack	CL713	55T	\$ 135.00

**#7 HAY BALE MULCHER w/operator**

Name	Make	Model	Capacity	Per Hour
Precision Grade, LLC	Patz		Round Baler	\$ 200.00
Rydberg & Sons, Inc.	Columbia		Square Bale	\$ 95.00

**#8 FRONT END LOADER 4 cy or lgr., w/operator**

Name	Make	Model	Capacity	Per Hour
C & T Contracting	Komatsu	WA250	4 CY	\$ 95.00
MPJ Enterprises, LLC	CAT	938K	4 CY	\$ 150.00
MPJ Enterprises, LLC	CAT	938M	4 CY	\$ 150.00
Precision Grade, LLC	CAT	950	3.5 CY	\$ 125.00
Rabe Excavating, LLC	Komatsu	450-3	6 CY	\$ 140.00
Rabe Excavating, LLC	CAT	972G	6 CY	\$ 140.00
Robert's Excavating, LLC	JD	644E	4 cy	\$ 130.00
Robert's Excavating, LLC	CAT	938G	4 cy	\$ 130.00
Rydberg & Sons, Inc.	Volvo	150	6 CY	\$ 99.00
Rydberg & Sons, Inc.	CAT	980G	8 CY	\$ 135.00

## EQUIPMENT RENTAL PRICES - ABSTRACT OF BIDS

Contractor	Make	Model	Digging Depth	Bucket Size	RATE Per Hour
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**#9 MOTOR GRADER, w/operator**

Name	Make	Model	Capacity	Per Hour
C & T Contracting	CAT	140G	12'	\$ 125.00
Robert's Excavating, LLC	JD	770D		\$ 125.00
Rydberg & Sons, Inc.	JD	772BH		\$ 145.00

**#10 Compactor Tow-Type**

Name	Make	Capacity	Per Hour
Robert's Excavating, LLC	Inger	60"	\$ 70.00
Rydberg & Sons, Inc.	American	60"	\$ 85.00

**Compactor Self-Propelled**

Name	Make	Capacity	Per Hour
Rabe Excavating, LLC	IR Smooth & Sheepsfoot	54"	\$ 75.00
Rydberg & Sons, Inc.	BOMAG	72"	\$ 95.00

**#11 Rubber Track Skidsteer w/operator**

Name	Make	Model	Capacity	Per Hour
C & T Contracting	Cat	277C		\$ 100.00
MPJ Enterprises, LLC	Cat	299	84"	\$ 130.00
MPJ Enterprises, LLC	Kubota	SL275	72"	\$ 125.00
Precision Grade, LLC	Cat	289 D	80"	\$ 125.00
Rabe Excavating, LLC	Cat	287D	84"	\$ 100.00
Robert's Excavating, LLC	Kubota	SUL95		\$ 100.00
Robert's Excavating, LLC	Kubota	SV90		\$ 100.00
Rydberg & Sons, Inc.	Bobcat	770		\$ 99.00

**#12 Tree Feller/Buncher w/operator**

Name	Make	Model	Capacity	Per Hour
MPJ Enterprises, LLC	Cat	299	Shear Head	\$ 145.00
Rabe Excavating, LLC	Cat	287D	Rubber Track Shear Head	\$ 135.00
Robert's Excavating, LLC	Kubota	SVL	Shear Head	\$ 140.00



**EQUIPMENT RENTAL PRICES - ABSTRACT OF BIDS**

#13

**BITUMINOUS CRUSHING**

Crushing &amp; Loading or Stockpiling

Per Cubic Yard

Louis Leustek & Sons, Inc.	Stockpile Only	\$	7.200	per CY
Rydberg & Sons, Inc.		\$	8.500	per CY

#14

**Type SPWEB240B Wear Mixture**

Per Ton

Rocan Paving		\$	150.000	per T N of TH 48
Rocan Paving		\$	165.000	per T S of TH 48
Premier Outdoors		\$	150.000	per T N of TH 48
Premier Outdoors		\$	150.000	per T S of TH 48

#15

**CRUSHING SALVAGED CONCRETE**

Per Cubic Yard

Louis Leustek & Sons, Inc.	Stockpile Only	\$	11.000	per CY
Rydberg & Sons, Inc.		\$	11.600	per CY

#16

**Gravel Crushing**

Per Cubic Yard

Louis Leustek & Sons, Inc.	Stockpile Only	\$	6.00	per CY
Rydberg & Sons, Inc.		\$	4.47	per CY

#17

**WINTER MAINTENANCE SAND**

Specification for Winter Sand 3126 Mod.

3/8"	100%	#30	10 - 60%
#4	85 - 100%	#50	3 - 60%
#8	50 - 100%	#100	9 - 10%
#16	25 - 85%	#200	0 - 2%

1000 C.Y. more or less

F.O.B. Your Pit Location

Bonk's Sand & Gravel		\$	3.25	per CY
Hopkins Sand & Gravel	Clark Pit	\$	2.95	per CY
Finlayson Properties Gravel	pit run sand	\$	2.50	per CY



## AGENDA REQUEST FORM

Date of Meeting: May 3, 2022



County Board



Consent Agenda



Regular Agenda

5 mins. \_\_ 10 mins. \_\_ 15 mins. \_\_ Other \_\_



Other \_\_\_\_\_

**Agenda Item:** Cooperative Agreement for Waste Pesticide Collection

**Department:** Solid Waste

Caleb Anderson

Department Head signature

### Background information on Item:

The Minnesota Department of Agriculture provides reimbursement to local governments for collection and disposal of agricultural waste pesticides. Pine County has benefited from this program by reducing its disposal costs of hazardous waste collected at its Household Hazardous Waste Facility. This has resulted in approximately \$2,000 per year of cost savings to the County. A Cooperative Agreement is required for continuation of the program, which is to be effective 7/1/22 through 6/30/27.

A draft of the Agreement is enclosed and the final Agreement will be deployed via DocuSign.

### Action Requested:

Consider authorizing the County Board Chair to sign the State of Minnesota, Minnesota Department of Agriculture, Cooperative Agreement for Waste Pesticide Collection.

### Financial Impact:

The Cooperative Agreement is expected to save the County approximately \$2,000 per year in hazardous waste disposal costs at the Household Hazardous Waste Facility.

**STATE OF MINNESOTA  
MINNESOTA DEPARTMENT OF AGRICULTURE  
COOPERATIVE AGREEMENT FOR WASTE PESTICIDE COLLECTION**

The following definitions apply to this agreement:

- **Program** – Contractual alliance of any number of counties that share administrative advantages by establishing a service area for the sole purpose of waste pesticide collection activities.
- **Regional Sponsor or Sponsoring organization** - The lead county or governmental unit of a Regional Program that has a contract with the State to operate a Program.
- **Co-Sponsoring Counties or Organization** - A County or other governmental unit located partially or completely within the Service Area or Regional Program that has signed an agreement for participation in the Program.
- **Regional Program** -The Program or services provided by two or more counties acting jointly to manage a Program.

Under Minnesota Statute 18B.065, the State is empowered to enter into this agreement between the Minnesota Department of Agriculture (MDA also State), Pesticide & Fertilizer Management Division, Waste Pesticide Collection Program and:

**Pine County** (hereinafter "Governmental Unit")

If the Governmental Unit is a Regional Sponsor or Sponsoring Unit, please list the cosponsoring counties or organizations:

**NONE**

The Minnesota Pesticide Control Law states:

- The commissioner must enter into contracts with counties or designate a place that is available at least every other year for persons to dispose of unused portions of nonagricultural pesticides.
- The commissioner must enter into contracts with counties or designate a place that is available at least every other year for persons to dispose of unused portions of agricultural pesticides.
- The commissioner may enter into cooperative agreements with state agencies and local units of government for administration of the waste pesticide collection program.

1. Term of Agreement:

1.1 Effective date: **July 1, 2022**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, **Any previous Minnesota Department of Agriculture Cooperative Agreement for Waste Pesticide Collection is null and void.**

1.2 Expiration Date: **June 30, 2027**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**CHECK APPROPRIATE BOX(S) UNDER # 2 THROUGH # 5 BELOW**

✓ 2. Governmental Unit agrees to collect NONAGRICULTURAL waste pesticides.

A “nonagricultural pesticide” does not bear labeling that meets the federal worker protection agricultural use requirements established in Code of Federal Regulations, title 40, parts 156 and 170.

If box #2 above is checked, the Governmental Unit agrees to:

2.1 Accept, package and store nonagricultural waste pesticide until shipment.

2.2 Arrange shipment with contractor operating under the Minnesota Hazardous Waste Management Contract H-69(5), or successive similar state contracts.

3. Governmental Unit does NOT agree to collect NONAGRICULTURAL waste pesticide.

✓ 4. Governmental Unit agrees to collect AGRICULTURAL waste pesticide.

An “agricultural pesticide” means a pesticide that bears labeling that meets federal worker protection agricultural use requirements established in Code of Federal Regulations, title 40, parts 156 and 170.

If box #4 above is checked, the Governmental Unit agrees to:

4.1 Accept, package and store agricultural waste pesticide until shipment.

4.2 Record weights, either actual or estimated, in pounds (including the weight of the product container) on a form provided by MDA.

4.3 Arrange shipment and provide records, as required above, by scanning to MDA or to contractor operating under the Minnesota Hazardous Waste Management Contract H-69(5).

4.4 Include MDA logo in all advertising for waste pesticide collections.

5. Governmental Unit does NOT agree to collect AGRICULTURAL waste pesticide.

6. The MDA will provide to Governmental Unit that check(s) box # 2 and/or # 4, above:
  - 6.1 Payment of costs incurred, including supplies, transportation, disposal, and advertising.
  - 6.2 Payment of Reasonable Overhead Costs @ \$0.50 per pound of collected waste pesticide.
  - 6.3 Materials approved and useable for advertising.
7. Payment:
  - 7.1 Hazardous Waste Contractor(s) invoices MDA directly for costs of disposal, supplies, and transportation. MDA will pay the invoice directly to Hazardous Waste Contractor(s).
  - 7.2 Governmental unit will submit receipts for reasonable costs incurred, including supplies, transportation, disposal, and advertising.
  - 7.3 MDA's Authorized Representative will review and approve the Governmental Unit's submitted receipts for reasonable costs incurred per 6.1 above. MDA will determine the reasonable overhead cost compensation per 6.2 above. MDA will pay the Government Unit for the reimbursable costs incurred and the reasonable overhead cost (ROC) twice each state fiscal year.
8. MDA shall provide payment from the Waste Pesticide Cooperative Agreement Account to state contractors and government units for the collection and disposal of waste pesticides.

9. Authorized Representatives

The MDA's Authorized Representative is:

Jane Boerboom, Facility Management Unit Supervisor  
Pesticide & Fertilizer Management Division  
Minnesota Department of Agriculture  
625 North Robert Street, St. Paul, MN 55155  
Phone: 651-201-6540; Email: jane.boerboom@state.mn.us

The Governmental Unit's Authorized Representative is:

Caleb Anderson, Land & Resource Manager  
635 Northridge Drive NW  
Pine City, MN 55063  
Phone: 320-591-1657; Email: caleb.anderson@co.pine.mn.us

## 10. Assignment, Amendments, Waiver, and Agreement Complete

- 10.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the MDA and a fully executed Assignment Agreement, executed, and approved by the authorized parties or their successors.
- 10.2 Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 10.3 Waiver. If the MDA fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 10.4 Agreement Complete. This agreement contains all negotiations and agreements between the MDA and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

## 11. Liability

It is the intent of the parties that any liability which may arise as a result of activities contemplated by this Agreement be governed according to the following provisions:

### 11.1 Liability to third persons:

The parties intend that any claims or causes of action by third persons are subject to the limitations upon liability provided by law. Further, nothing in this Agreement is intended to create a cause of action with respect to any third person, except for rights granted to Co-Sponsoring Counties as third-party beneficiaries of this Section 11.

### 11.2 State Indemnification:

The parties acknowledge and agree that the Governmental Unit and any Co-Sponsoring Counties are indemnified by the State as provided for in Minn. Stat. § 18B.065, subdivision 10. In the event that Minn. Stat. § 18B.065, subdivision 10, is inapplicable to a specific situation, then the State and the Governmental Unit agree to be responsible for their own acts and omissions subject to the provisions, limitations, and exclusions of their respective Tort Claims Acts - Minn. Stat. § 3.736 for the State and Minn. Stat. ch. 466 for the municipality.

### 11.3 No Waiver:

Nothing in this agreement is intended to waive or limit the provisions of the Tort Claims Acts, Minn. Stat. §3.736, or Minn. Stat. ch. 466, or any other law, legislative or judicial, which limits governmental liability.

## 12. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the MDA, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this agreement.

### 13. Government Data Practices

The Governmental Unit and MDA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the MDA under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify and consult with the MDA's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

### 14. Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

### 15. Termination

#### 15.1 Termination

The MDA or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

#### 15.2 Termination for Insufficient Funding

The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

### 16. E-Verify Certification (in accordance with Minn. Stat. § 16C.075)

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Governmental Unit and made available to the State upon request.

## 17. Vaccination/Testing Requirements

- 17.1 Applicability. This section applies to Governmental Unit's employees or subcontractors who are performing contracted work in the following types of project settings **for more than 10 minutes**: indoors with regular in-person contact with State agency employees or members of the public; and outdoors with substantial and/or regular in-person, non-socially distanced contact with State agency employees or members of the public("Covered Individuals").
- 17.2 Requirements. In accordance with HR/LR Policy #1446, Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.
- 17.3 Compliance. Governmental Unit's is responsible for the following:
- 17.3.1 Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;
  - 17.3.2 Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;
  - 17.3.3 Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered Individual has been medically cleared; and
  - 17.3.4 Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item 17.2 Requirements, above.
- 17.4 Reporting. Upon request, Governmental Unit shall provide the State with documentationdemonstrating compliance with these requirements. Governmental Unit shall maintain documentation for a minimum of thirty (30) days past the end date of the agreement.

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### 1. STATE ENCUMBRANCE VERIFICATION

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

PO No: Funds are available at the start of State Fiscal Year.  
Per the Admin Policy 21-01 exception, funds will  
Be encumbered as soon as possible after the start  
of state fiscal year but no later than 07/31.

### 2. GOVERNMENTAL UNIT

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

### 3. STATE AGENCY

(with delegated authority)

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_

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

### 4. COMMISSIONER OF ADMINISTRATION

(with delegated authority)

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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



## AGENDA REQUEST FORM

Date of Meeting: May 3, 2022



**County Board**



**Consent Agenda**



**Regular Agenda**

5 mins ☐

10 mins ☐

15 mins ☐

Other ☐



**Personnel Committee**



**Other** \_\_\_\_\_

**Agenda Item:** James Reiser - Assigned Jail Programmer

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

  
Department Head Signature

### Background information on Item:

James Reiser has accepted the position of Jail Programs Coordinator, replacing the vacant position. James started with Pine County in November of 2007. James was assigned to the Recreations Director and back-up to Jail Programmer in 2013. James was promoted to Sergeant in January of 2019. James comes with nearly 15 years of experience in our facility. We are very excited to have Jim take on this new assignment as Jail Programs Coordinator for Pine County. We look forward to working with Jim as we continue to develop our jail programs, providing new opportunities for inmates.

Currently James Reiser is at a Grade 10 - Year 10 Sergeant, \$33.69 per hour. In accordance with County policy, Jim's wage will be frozen at the current \$33.69 per hour until grade 9 scale is greater.

### Action Requested:

Ratify the re-assignment of current Sergeant, James Reiser to Jail Programs Coordinator effective as of May 2, 2022

### Financial Impact:

None. This position and wage will be accounted for in the jails 2022 staffing plan and budget.



## AGENDA REQUEST FORM

Date of Meeting: May 3, 2022



County Board



Consent Agenda



Regular Agenda

5 mins

☐

10 mins

☐

15 mins

☐

Other

☐

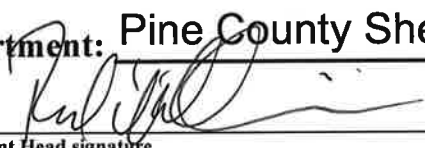
Personnel Committee



Other

Agenda Item: Approve hiring 6 PT Corrections Officers

Department: Pine County Sheriff's Office - Jail

  
Department Head signature

### Background information on Item:

Approve the hiring of Part Time Corrections Officer Amanda Torgerson, Daren Brackenbury, Adam McClure, Kay Wimmer, Missy Quisberg and Hunter Kelash, All Officers are hired at Grade 7 - Step 1 with starting wage of \$21.77 per hour effective May 9, 2022.

### Action Requested:

Acknowledge the hiring of 6 new Corrections Officers as listed above.

### Financial Impact:

None. These positions and wage are accounted for in the jails 2022 staffing plan and budget.



## AGENDA REQUEST FORM

Date of Meeting: 05/03/2022



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other

\_\_\_\_\_

Agenda Item: Approve attendance at training

Department: HHS

*Rebecca Foss*

Department Head signature

### Background information on Item:

All child protection social workers are required to attend the MN Child Welfare Training Academy, some of which is on-line and some of which is in-person. In-person training has recently resumed and two CPS staff (Social Workers Angela Ripley and Nicole Vork) will be attending. The training dates are: May 10-12, May 24-25, June 7-9, June 28-30, and July 26-28 in Duluth, MN.

### Action Requested:

Approve Social Workers Nicole Vork and Angela Ripley to attend the MN Child Welfare Training Academy. The training dates are: May 10-12, May 24-25, June 7-9, June 28-30, and July 26-28. The training is in Duluth.

### Financial Impact:

Registration: \$0; Lodging for both: \$1,501.40

Meals over the entire training for both: Up to about \$950

Mileage for both: \$554.40

Total: About \$3,005.80

There are funds in the 2022 HHS Budget to cover the expenses associated with attendance at the required training.

# AGENDA REQUEST FORM

**PINE COUNTY ORDINANCE 2022-26**  
**AN ORDINANCE ON BEHALF OF ARLONE TOWNSHIP**  
**REGULATING SUBSURFACE SEWAGE TREATMENT SYSTEMS**

The Board of Commissioners of Pine County, Minnesota, hereby ordains:

Section 1. Any ordinance or amendment to an ordinance recorded as of this date regulating Subsurface Sewage Treatment Systems within Arlone Township is hereby repealed in its entirety.

Pine County will regulate the sewage treatment systems within Arlone Township in accordance with the "Pine County Subsurface Sewage Treatment Systems Ordinance," adopted February 4<sup>th</sup>, 2014 and any amendment thereafter.

Section 2. This Ordinance is in effect on May 13, 2022 or the day following publication, whichever occurs later.

Passed and approved this 2nd Day of June, 2020 by the Pine County Board of Commissioners.

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Stephen M. Hallan, Chair  
Pine County Board of Commissioners

ATTEST:

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David J. Minke  
Pine County Administrator

Notice of Public Hearing Published: 04/21/2022  
Public Hearing: 05/03/2022  
Adopted by County Board: 05/03/2022  
Publication of Ordinance: 05/12/2022  
Filed with County Recorder: 05/12/2022  
Effective Date: 05/13/2022

Drafted By:  
Pine County Planning & Zoning Dept.  
1610 Hwy 23 N  
Sandstone, MN 55072



## AGENDA REQUEST FORM

Date of Meeting: May 3, 2022



County Board

☐ Consent Agenda

☒ Regular Agenda

5 mins. ☐

10 mins. ☐

15 mins. ☐

Other ☐



Personnel Committee



Other \_\_\_\_\_

Agenda Item: Recognize Jail Programmer, Brent Jahnz Retirement

Department: Pine County Sheriff's Office - Jail

Department Head signature

### Background information on Item:

Recognize Corrections Officer/ Jail Programmer, Brent Jahnz's retirement from Pine County Sheriffs Office.

Pine County Corrections Officer & Jail Programmer, Brent Jahnz has served the citizens of Pine County for over 38 years. As Jail Programmer, Brent works tirelessly in our surrounding community, fostering relationships with volunteers and professionals in efforts to facilitate a wide variety of inmate self-help groups in our jail to include, religion gatherings, GED course work and treatment opportunities. Brent's accomplishments have always been guided by his goal to promote our mission, "to improve an inmates ability to return as a productive member of society."

### Action Requested:

Recognize Brent Jahnz for almost 39 years of service to the Sheriff's Office and the citizens of Pine County.

### Financial Impact:

None.



## AGENDA REQUEST FORM

Date of Meeting: May 3rd, 2022



County Board

☐ Consent Agenda

☒ Regular Agenda

5 mins



10 mins



15 mins



Other



Personnel Committee



Other \_\_\_\_\_

Agenda Item: Recognition of Brent M. Jahnz

Department: Probation

  
Department Head signature

### Background information on Item:

In appreciation of Jail Programmer Brent Jahnz's 19 years of dedicated service to the Pine County Probation Advisory Committee.

### Action Requested:

Information only.

### Financial Impact:

None.



## Pine County Proposal

May 2022

Extension promotes the mission of “*Connecting Community Needs & University Resources*”. The education, research, and experience of the land-grant University provides communities throughout Minnesota with valuable resources to assist local residents in meeting many diverse challenges they face. The services historically have a very strong agricultural base however in today’s world; communities, especially rural communities like Pine County, find resources in the areas of woodland advisory programs, natural resources education and youth development programs of vital importance. Extension strives to meet these needs for all local communities in Minnesota.

Extension’s youth development programs are framed around two programs goals:

1. Learn: Youth will learn by developing a passion in their areas of interest.
2. Lead: Youth will lead by being innovators and social change agents.

An important strategy in reaching these goals includes creating opportunities for youth to build relationships with adults and peers. These foundational beliefs will inform and guide Extension as mentoring programs develop and grow.

The Extension’s Center for Youth Development has been designing non-formal out-of-classroom learning environments for youth for over 100 years. This Center is the collegiate and operational/leadership home of our 4-H youth development program. 4-H is active throughout the state in all counties and tribal/first nations.

Research shows that the time immediately after school (3-6pm) is when youth often lack structure and supervision, increasing the likelihood of them being engaged in activities that can have negative consequences. 4-H programs are designed and delivered to engage youth during these high-risk times. 4-H programs increased opportunities for youth to be involved in positive, prosocial activities that are of special interest to youth and has led to positive outcomes for youth.

4-H Afterschool Programs throughout the State are designed to improve youths’ connections to their school and community, improve academic achievement, and prepare them for a satisfying and productive adulthood.

This project will hire a youth development staff to build partnerships with existing youth programs in the schools and community throughout Pine County. Staff will partner with existing youth programs to implement and evaluate curriculum that builds social and emotional skills (SEL) in youth to encourage a connection to their communities and caring adults. Equipping young people with a vocabulary and understanding of SEL skills provides them the basis to find their voice and advocate for their needs. As young people become more comfortable talking about their needs and as community members have the understanding and skills to support youth we create healthier spaces for youth to build resiliency.

University of MN Extension has successful programs designed to build SEL skills in Itasca and St. Louis; this program will use the curriculum and expertise of these existing programs as a resource to start

programs in Pine County. This program will also promote a “learning lab” approach that documents innovative learning that supports youth development in Pine County and the NE region.

**Specific goals of the project:**

- Promote youth engagement and youth voice in all aspects of community life.
- Ensure all young people in the community are actively engaged with caring adults.

**Intended outcomes of the project:**

**Youth**

- All youth will report a greater connection to their community, specifically at least one caring adult in the community in addition to their parents.
- Youth will have the vocabulary and understanding of basic SEL skills and how having these skills impacts themselves and others.

**Teens**

- All teens will report a greater connection to their community, specifically at least one caring adult in the community in addition to their parents.
- Teens will have the vocabulary and understanding of basic SEL skills and how having these skills impacts themselves and others.
- Teens will report they are able to plan, problem solve and lead activities.

**Community Adults**

- Adults and program partners will have the vocabulary and understanding of basic SEL skills and how having these skills impacts themselves and others.
- Volunteers will be able to describe how they make a difference in the life of a child.

**Program Partners**

- Program partners will be able to replicate activities and program plans designed to build skills promoting SEL, modeled by Extension staff.

The following program partners will be offered the opportunity to be engaged in this project:

- East Central School
- Willow River School
- Hinckley-Finlayson School
- Pine City School
- Hinckley Community Center
- Boys and Girls Club (Hinckley)

The following individuals will be invited to join an initial needs assessment meeting to identify existing programs and community needs and determine capacity and readiness to be a pilot program:

- Wally St John - District 3 Representative
- Briana Matrious - Extension Educator, Family Development
- Tammy Wickstrom - Director of Youth Programs
- Birdie Dunkley - Pine County Cultural Community Coach

**Timeline**

Date	Activity	Documentation
Spring 2022	Needs Assessment with planning team	
	Identify pilot sites (2)	
Summer 2022	Site visits	
	Hire Extension Staff to lead project	
	Shadow staff in St Louis and Itasca Counties	
Fall 2022	Implement programming	
	Youth Program Quality Observation & Discovery Meeting	
Winter break	Mid year evaluation	
Winter 2023	Programming continues	
	Youth Program Quality Observation & Discovery Meeting	
Spring 2023	Evaluation and recommendations	

### Evaluation

The program will be evaluated by collecting data in the following areas:

- Evaluations (surveys) will be used to gather feedback from participants, parents, volunteers and program partners to determine skill development and satisfaction with the 4-H program.
- Attendance and “dosage” or hours youth were engaged will be tracked.
- Programs will engage in a “continuous quality improvement model” using the Youth Program Quality Assessment (YPQA) and the SEL-YPQA tool to monitor learning environments and staff development needs.

**Budget**

		<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
University Staffing	1.0FTE Youth Development Position	\$15,600	\$31,200	\$31,200	\$31,200	\$31,200
Local Staffing	4-H Afterschool Assistants	\$2,900	\$2,900	\$2,900	\$2,900	\$2,900
Program Supplies	Curriculum for project based learning	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000





# Association of Minnesota Counties

## **Update for the Pine County Board May 3, 2022**

1. Overview of Services
  - a. Legislative services
  - b. Best practices in county governance
  - c. Training and development
2. Legislative Update (see attached priorities document)
  - a. Probation funding/Justice Reinvestment Initiative
  - b. Health and Human Services reform/modernization
  - c. PILT
  - d. Opioids
  - e. Broadband
3. Hot Topics for Counties
  - a. County workforce challenges and opportunities
    - i. Statewide challenge: Little to no growth in the working age population in MN over the next 15 years (source: MN State Demographer)
    - ii. Need to retain the employees we have, get creative about how work gets done, and compete with other sectors to recruit new workers.
  - b. Bridging Divides initiative & community engagement resources
    - i. [https://mncounties.org/meetings\\_and\\_education/public\\_engagement\\_resources\\_for\\_counties.php](https://mncounties.org/meetings_and_education/public_engagement_resources_for_counties.php)
  - c. Partnership with the State
    - i. Varied approach to partnership by different state agencies
    - ii. Challenges: funding, authority, flexibility
4. Upcoming Events
  - a. Spring District 1 Meeting: Thursday, June 2, St. Louis County
  - b. NACo Annual Conference: July 21-24, Adams County, Colorado
  - c. AMC Fall Policy Conference: September 15-16, Douglas County
  - d. Fall District 1 Meeting: Thursday, October 13, Cook County
  - e. AMC Annual Conference: December 5-7, Hennepin County

# How AMC Works for Pine County



## How Pine County Shaped AMC in 2021

- **Environment & Natural Resources Policy Committee:** Commissioner Joshua Mohr
- **General Government Policy Committee:** Commissioner JJ Waldhalm
- **Health & Human Services Policy Committee:** Commissioner Terry Lovgren
- **Public Safety Policy Committee:** Commissioner Matt Ludwig
- **Transportation & Infrastructure Policy Committee:** Commissioner Stephen Hallan
- **Futures:** Terry Fawcett, Probation Director

## AMC's Role in Continued Pandemic Response

- **American Rescue Plan (ARP) Funding and Assistance:** AMC advocated alongside NACo for direct relief funds to counties. This resulted in ARP funds for Pine County of \$5,745,374. AMC staff provided significant technical assistance to counties throughout 2021 to help guide planning and implementation of ARP spending.
- **State Business Support Funds:** During the December Special Session, AMC worked with legislators to draft a business relief program that include \$116 million in additional monies to county government to help them assist their business and non-profit communities affected by executive orders. AMC continued its outreach and education services to provide counties resources, guides, and examples on how to set up programs during tight timelines. From this advocacy work, Pine County received \$582,711.
- **State and Federal Policy Assistance:** Throughout the year, AMC staff worked very hard to provide technical assistance and other information to help counties navigate the rapidly changing landscape of state and federal policies and mandates that impacted county operations.

## National Opioid Settlement

- Through AMC's leadership, local governments across Minnesota will directly receive \$222 million from the national opioid settlements to address the consequences of substances use disorders and implement measures to abate this public health crisis.
- AMC's persistence in negotiations with statewide partners ensured counties received the majority of settlement dollars available to Minnesota and resulted in all 87 counties agreeing to the settlement terms.

## 2021 Legislative Successes

- The Legislature approved \$70 million for the State Border-to-Border Broadband Grant Program from the ARPA Capital Projects Fund. This is the largest, multi-year investment in the broadband grant program's history.
- The Local Public Health Grant received an additional \$7 million. For your local Community Health Board this means an increase of \$42,186.
- \$8.328 million in FY 2021 was allocated to reimburse counties for the county share of DHS errors related to substance use disorder services within institutions of mental disease (IMDs). This relieves Pine County of the burden of repaying \$44,005.
- The Legislature made permanent four priority DHS-granted waivers and modifications that were first implemented during the COVID-19 peacetime emergency. These waivers increase efficiency and improve service delivery.
- The first increase to the CCA subsidy and CPO reimbursement since 2017 was approved in the amount of \$2.642 million over the FY22/FY23 biennium.
- \$100 million in Housing Infrastructure Bonds were authorized to leverage local, federal, and private investment and spur development that otherwise would not occur.

- The Legislature allocated \$20 million per year, starting in FY 2023 for a county aid program surrounding youth homelessness prevention.

## Events and Education

- The COVID-19 pandemic prevented several planned in person meeting opportunities during the first half of 2021. Thank you to all AMC members for your quick adaptation to the changes brought about by the pandemic—because of your commitment to the association and your willingness to participate in AMC events in this new way, we were still able to fulfill our mission of bringing counties together and connecting them on issues of importance to the entire state.
  - AMC’s Legislative Conference was successfully held virtually, and we had excellent attendance from our members. While we were disappointed to not be able to host our typical, in-person “Day at the Capitol” during this conference, we were fortunate to have had an exceptional lineup of presenters that included a legislative panel composed of former county commissioners, a Q & A session with Gov. Tim Walz, a presentation on the federal relief negotiations by National Association of Counties (NACo) Executive Director Matt Chase, and a presentation on the impact of COVID-19 on Minnesota’s workforce by State Demographer Susan Brower.
  - County Government 101 was postponed until July due to COVID, so we developed a comprehensive virtual program for the newly elected officials beginning in January and continued every month for the first half of the year.
  - Our Spring District Meetings were our first step into in-person meetings in eighteen months. While we were cautious, we were thrilled to have record attendance numbers and see so many members face-to-face again.
  - AMC’S Fall Policy Conference our first large in-person event that was very well attended. In addition to policy committee meetings and platform development, there were timely updates on ARPA and the Opioid Settlement.
  - AMC’s Annual Conference was held in-person and was well attended.
- **Preferred Business Partners:** The AMC PBP Program was designed to give companies the greatest exposure to county officials and employees for their investment. AMC Business Partners are uniquely positioned to build and deepen relationships with county officials in all 87 Minnesota counties. There is no other program in the state that focuses on nurturing the critical and growing relationship between county government and business.
- **2021 Research, Engagement, and Education:** AMC delivered or facilitated delivery of the following programs:
  - *County Leadership Programs* with Pathways for new administrators, Practical Leadership 1.0 and 2.0 (new for this year), Collective Bargaining & Negotiation Bootcamp, and more.
  - *Research and Special Projects* including county research requests and survey development consultation, Minnesota County Datapile with 200 data points for county reports and grant writing, and more.





Association of  
Minnesota Counties

# Legislative Policy Priorities

Adopted by AMC Board of Directors 12/5/21

# 2022

## **Human Services and Public Safety**

### **Mental Health Services and Infrastructure**

Counties across the state are struggling to serve their communities because the mental health system is inadequate to meet the needs of Minnesotans. Multiple approaches are necessary to reduce the impact of substance abuse and mental illness in communities. Significant state investments are critical for building an effective behavioral health infrastructure that provides access to crisis services, appropriate placements, availability of state operated safety net of facilities, a well-trained workforce, and parity of mental health support with private insurance. Additionally, an increasing number of justice-involved and incarcerated individuals are experiencing untreated mental health conditions and substance use disorders due to a lack of resources in communities and correctional facilities which has a large fiscal and societal cost. Not addressing mental health issues puts communities at risk and can lead to revictimization making it a critical area of investment for the state. Focusing on these specific populations is just part of the solution as a broader look at the statewide continuum of care for all community members is necessary. Initiatives that support this priority include:

Reinvest Does Not Meet Medical Criteria (DNMC) dollars paid by counties into developing placements and addressing gaps in our mental health continuum rather than returning to the general fund

- Invest additional bonding dollars to develop behavioral health crisis facilities.
- Increase regional Adult Mental Health Initiatives grants.
- Implement the recommendations of the Community Competency Restoration Taskforce with appropriate state investments.
- Support new, creative therapeutic treatment options for juveniles involved in the criminal justice system.
- Build out behavioral health infrastructure in greater Minnesota.

## **General Government**

### **Housing Investments**

Minnesota is experiencing a critical housing shortage crisis resulting from the lack of affordable housing that has serious implications for counties across the state and is affecting both the quality of life in communities and economic growth. Minnesota has a number of programs and initiatives aimed at addressing its inadequate housing supply and this priority would seek to add more investments in these as well as continued investments in Housing Infrastructure Bonds, the largest state source of capital for housing development. Increasingly, homelessness is becoming a pressing issue in both the metro area and Greater Minnesota, requiring further investments in emergency and transitional housing supports to help our most vulnerable populations.

**AMC supports a statewide effort to develop an accessible and reliable statewide behavioral health continuum of care and infrastructure that meets the needs of communities across Minnesota, including justice-involved and incarcerated individuals.**

**AMC continues to support a comprehensive approach that includes additional state investments across the housing spectrum including but not limited to workforce and affordable housing, senior housing, and emergency/transitional housing supports.**

## ***Transportation & Infrastructure***

### **Bonding**

The Legislature passed a large bonding bill in October 2020, which included significant investments in local roads, bridges, and bus rapid transit, but there is still a considerable need for additional funding for these programs statewide. There are over 600 deficient local bridges that need funding over the next three years, and the most recent solicitation for the Local Road Improvement Program received 425 applications totaling \$344 million in requests – well exceeding the \$75 million available in the 2020 bonding bill. The 2022 session is considered a bonding year and after House and Senate bonding tours this fall and winter, we are hopeful there will be a desire to pass another robust bonding bill. Capital requests from MnDOT, Met Council, and BWSR indicate strong support for these four programs and AMC supports the agency proposals.

## ***Transportation & Infrastructure***

### **Broadband Funding**

The COVID-19 pandemic only highlighted the disparities in broadband access across the state and created an even stronger need for additional investment. Last session, the Legislature appropriated \$70 million from the state's ARP Capital Projects Fund to fund the state Border-to-Border Broadband Development Grant Program. This was a record investment for the grant program and will go a long way in achieving border to border broadband in Minnesota. At the end of 2020, the Governor's Task Force on Broadband identified the need for \$120 million in biennial funding for the grant program until we achieve border to border broadband and to continue to meet the state speed goals. Despite record investment last year, we are still hopeful for additional investment in the grant program this year from the remaining \$110 million in the state's ARP Capital Projects Fund.

## ***Public Safety***

### **Community Supervision**

Minnesota's county-based probation systems are chronically underfunded as a result of the current funding mechanism. The current method is ineffective, unsustainable, and inequitable for counties because it requires the three delivery systems to fight for the same funding without a cohesive voice. All three delivery systems (County Probation Officers, Community Corrections Act, and Department of Corrections) have embarked on an initiative to change the funding mechanism and ensure that all counties are able to provide all core probation services regardless of their tax capacity or delivery system. AMC is an instrumental voice in this change process at the Legislature in both creating broad legislative support and ensuring that changes support county needs. AMC supports system changes that meet the criteria above and include a significant increase in funding for county community supervision.

**AMC supports a robust bonding bill that includes funding for transportation-related programs, including the Local Road Improvement Program, the Local Bridge Replacement Program, the Local Government Road Wetland Replacement Program, and the Busway Capital Improvement Program.**

**AMC supports equity in broadband infrastructure in Minnesota, including legislation that would provide adequate and continuous funding for the Border-to-Border Broadband Development Grant Program.**

**AMC supports changes to the community supervision funding model so that state fund allocations are transparent, needs-based, and equitable among county and state supervision providers. Counties need a substantial increase in community supervision funding to achieve this model.**

**AMC supports a solution agreed to by stakeholders, including counties, for any proposed change to the Public Waters Inventory.**

**AMC supports a legislative study outlining budget impacts of child protection mandates on counties' levies, operations, and property taxes.**

**AMC supports addressing the statewide workforce's need for affordable and accessible childcare.**

**AMC supports strengthening Payment in Lieu of Taxes (PILT) funding programs to address regional inequalities and guarantee full property tax loss replacement.**

## ***Environment and Natural Resources***

### **Public Waters Inventory**

Public waters are all water basins and watercourses that meet the criteria set in law and identified on the Public Waters Inventory (PWI). Actions by the Administration and a recent Minnesota Appeals Court decision have called into question the status of public waters and the process for designating public waters. The Minnesota Department of Natural Resources (DNR) has interpreted limited statutory authority to correct errors to allow them to reclassify any waters as public with limited public engagement. The Legislature created a robust public process for establishing the PWI and provides limited authority to make updates and corrections, neither of which seem to be in keeping with what is currently happening. Furthermore, a Minnesota Appeals Court decision would throw out the regulatory certainty created by the PWI and potentially lead to delayed work, delayed decision-making, and increased costs and increased litigation.

## ***General Government***

### **HHS/Child Protection Cost Study Report**

Minnesota counties serve as the main, on-the-ground administrators of many of the state's social safety net programs and have significant responsibilities overseeing the state's child protection system. Over time, counties have assumed increased duties and mandates in these arenas, adding complexity and additional work for counties while also increasing the costs of these services. Additional data is needed to evaluate the costs of human services mandates to counties in the child protection system. As such, AMC requests a state study that responds to the following three questions:

1. What are the roles and responsibilities of counties in Minnesota's child protection system and how much are individual counties spending on duties related to child protection services?
2. How much does the federal and state government reimburse each county for the same social services?
3. How much is left on the bottom line for each county to make up for through property tax levies?

## ***Health and Human Services***

### **Address Acute Childcare Shortage Across the State**

Access to affordable childcare is central to our state's economic vitality. Currently, availability and affordability of childcare are persistent challenges across the state that have been exacerbated by broader workforce and economic challenges. Increased investment is needed in childcare assistance programs (CCAP) and basic sliding fee (BSF) childcare to ensure access is maintained and to support providers with appropriate rates. Additional grant dollars should be made available for innovative and creative childcare solutions such as navigators and startup support for providers – capital – to assist with business startup, procurement, and aid in the expansion and sustainability for existing providers.

## ***General Government***

### **PILT Sustainability**

PILT is a vital resource for counties with large amounts of state/federally owned land. While a certain subset of PILT payments have received increases in funding, two important PILT categories (DNR-administered and county-administered) have remained stagnant, not keeping up with inflation or properly reimbursing local governments for lost tax base. In addition, a recently mandated re-assessment of acquired acres land values has caused dramatic swings in PILT appropriations. Counties are asking for both increased and consistent funding to ensure that payments adequately compensate local communities for land displacement.

## Human Services/General Government

### Opioid Settlement Follow Up

For counties to fully realize the benefit of the national opioid settlement funding stream to make improvements at the local level, legislative changes need to be made to the Opioid Epidemic Response Advisory Council (OERAC) during the 2022 legislative cycle. The current mechanism dedicates 50% of funds to counties for child protection services with the remaining 50% being granted out by OERAC. The legislation also intended any funding from national opioid settlements to be distributed through the OERAC mechanism. The negotiated Minnesota opioid allocation plan agreed that the state could better meet the parameters of the national settlement by allocating the majority of opioid funds directly to the entities that already work on substance use prevention and abatement. Direct payments to counties and cities will allow the most flexibility in meeting specific community needs rather than restricting the funds to child protection.

**AMC will pursue and support legislation to implement the terms of the opioid intrastate allocation plan.**

## Health and Human Services

### Support State Implementation Efforts of Family First Prevention Service Act to Avoid Cost Shifts to Counties

Federal and state implementation requirements for the Family First Prevention Services Act (FFPSA) became effective October 1, 2021. FFPSA seeks to transform state and local child welfare systems by providing substance abuse, mental health, and other prevention and treatment services to prevent children's entry into foster care, while also seeking to reduce states' reliance on group and residential treatment homes and instead prioritize family-based care. To meet FFPSA's goals of going upstream and stemming the costs of out of home placements in our state, Minnesota needs robust prevention services developed statewide that meet the needs of our communities and Title IV-E funding criteria. Specifically, the state must develop the necessary statewide infrastructure and determine a sustainable funding source for the new "Qualified Individual" (QI) position, required to evaluate appropriateness of placements and for a placement to qualify for Title IV-E federal dollars, while also developing a statewide program to implement kinship practices with equitable access in all counties. Further action is also needed to catalyze out of home placement facilities to become Qualified Residential Treatment Programs (QRTPs), the accreditation standard needed for counties to access Title IV-E funds for placements. Failure to do so will result in inequities regarding access to services across the state and result in a cost shift to counties.

**AMC supports a state implementation of Family First Prevention Service Act (FFPSA) that meets the core tenets of the federal statute and ensures equitable access to services state-wide, while also being financially sustainable to counties and avoiding unfunded mandates and cost shifts to counties.**

## Environment and Natural Resources

### Solid Waste Management/Protecting Waste-to-Energy Facilities

State statutes establish a waste management hierarchy to reduce waste and its negative environmental impacts. Counties are the government entity responsible for the management of solid waste. Recent legislative efforts focused on energy and environmental justice issues have neglected to consider solid waste management needs and conflict with the environmental stewardship efforts of counties to manage solid waste. Counties want to protect the environmental considerations that are already part of MS Chapters 400 and 473 and the investments that counties are making in these best management practices for solid waste.

**AMC supports reinforcing a county's ability to perform its solid waste management responsibilities as required by Minnesota Statute Chapters 400 and 473, which includes ensuring the viability of resource recovery facilities, which support the state's solid waste management hierarchy and help provide an effective, efficient, and environmentally focused waste management system for all residents.**

#### AMC Government Relations Staff

##### MANAGER & GENERAL GOVERNMENT

Matt Hilgart  
651-789-4343  
[mhilgart@mncounties.org](mailto:mhilgart@mncounties.org)

##### ENVIRONMENT & NATURAL RESOURCES

Brian Martinson  
651-789-4322  
[bmartinson@mncounties.org](mailto:bmartinson@mncounties.org)

#### HEALTH & HUMAN SERVICES

Health: Kari Oldfield  
651-789-4325  
[koldfield@mncounties.org](mailto:koldfield@mncounties.org)

Human Services: Matt Freeman

651-789-4325  
[mfreeman@mncounties.org](mailto:mfreeman@mncounties.org)

Child Wellbeing: Angie Thies

651-789-4321  
[athies@mncounties.org](mailto:athies@mncounties.org)

#### PUBLIC SAFETY & CORRECTIONS

Carli Stark  
651-789-4335  
[cstark@mncounties.org](mailto:cstark@mncounties.org)

#### TRANSPORTATION & INFRASTRUCTURE

Emily Murray  
651-789-4339  
[emurray@mncounties.org](mailto:emurray@mncounties.org)

#### WORKFORCE, ECONOMIC DEVELOPMENT & HOUSING

Jeanna Fortney  
651-789-4323  
[jfortney@mncounties.org](mailto:jfortney@mncounties.org)

**Association of  
Minnesota Counties**  
125 Charles Avenue | St. Paul, MN 55103-2108  
[www.mncounties.org](http://www.mncounties.org)



## AGENDA REQUEST FORM

Date of Meeting: May 3, 2022

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

**Agenda Item:** Voting Equipment Grant Account Grant Agreement

**Department:** Auditor-Treasurer

  
Department Head signature

### Background information on Item:

Pine County has been awarded an initial allotment of \$128,680.13 from the Voting Equipment Grant Account (VEGA) authorized under Minnesota Statutes 206.95 to purchase electronic tabulators and assistive voting devices. These funds will be used towards the purchase of the election equipment authorized to be purchased at the March 1, 2022 County Board meeting.

### Action Requested:

Approve authorizing County Board Chair Hallan and County Administrator Minke to sign the VEGA Grant agreement.

### Financial Impact:

The cost of the election equipment is \$337,435. This grant requires a 50% match which is being met with the already received \$26,596.98 of Help American Vote Act Grant approved at the April 5, 2022 County Board meeting and the ARPA Funds approved at the March 1, 2022 County Board meeting.

**STATE OF MINNESOTA  
2022 VOTING EQUIPMENT GRANT AGREEMENT (VEGA-3)**

This grant agreement (hereinafter "Agreement") is made between the State of Minnesota, (hereinafter, "State") acting through its Secretary of State, 180 State Office Building, 100 Rev. Dr. Martin Luther King Jr. Boulevard, Saint Paul, MN 55155-1299 ("State") and Pine County, 635 Northridge Dr NW, Suite 240, Pine City, MN 55063 ("Grantee").

**Recitals**

- 1 Under Minnesota laws 2021, First Special Session, Chapter 12, Article 1, section 6, Minnesota Laws 2019, 1<sup>st</sup> Special Session, Chapter 10, Article 1, section 6, and Minnesota Laws 2017, First Special Session, Chapter 4, Article 3, § 17, coded as Minnesota Statutes, § 206.95, the Grantee is empowered to apply for the funds requested in this Agreement, and submitted a grant application under subdivision 3 of that section on or before December 17, 2021, and the State is empowered to enter into this grant.
- 2 Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the State and in accordance with all state laws authorizing this grant. Pursuant to Minn.Stat. §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.
3. The State is in need of assurance that Minnesota elections are conducted on modern voting equipment. Grantee is in need of funds to purchase optical scan counters, assistive voting devices, or electronic roster systems.
4. Grantee represents that it has insufficient resources to purchase these counters, devices or systems without the grant amount provided pursuant to this agreement.


**Agreement**

**1 Effectiveness of Agreement**

- 1.1 **Effective date:** February 14, 2022, or the date all required signatures, including those required by Minnesota Statutes, § 16B.98, Subd. 5, have been affixed to the agreement by Grantee and State, whichever is later. Per Minnesota Statutes §16B.98, Subd. 11, the grantee submitted and the State approved a work plan and budget. Per, Minnesota Statutes §16B.98 Subd. 7, no payments will be made to the Grantee until this grant agreement is fully approved and executed, and Grantee has been notified by the State's Authorized Representative that they are in compliance with the terms of this Agreement.
- 1.2 **Expiration date:** September 1, 2022, or when all funds applied for and provided to Grantee by State have been expended, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the fulfillment of this grant agreement: 4. Conditions; 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Property Insurance; 13. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

**2 Grantee's Duties**

- 2.1 **Activities.** The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1) and will use all funds provided as a result of this Agreement for the purchase of optical scan counters, or assistive voting devices in the manner described in this Agreement and as set forth in the Grant Application previously submitted by Grantee and attached hereto. As Chief County Election Official, the County Auditor or Election Director is responsible for fulfilling all requirements of Grantee under this agreement. Grantee will use the funds awarded only for the procurement of the voting equipment set forth in the Grant Application except as set forth in paragraph 2.4 of this Agreement.

Grantee is hereby awarded \$128,680.13  for purchase of Optical Scan Precinct Counters/Systems that can process four column ballots or Assistive Voting Devices. Grantee must match this grant with \$128,680.13 of local funds.

Grantee will expend all funds granted by this Agreement as well as the required match pursuant to Minnesota Statutes, § 206.95, no later than May 31, 2022, or will return all unspent grant funds to the State by June 10, 2022, for potential redistribution.

**2.2 Reporting Requirements.** Grantee shall report to the State as specified in this Agreement.

- (1) **Progress Reporting.** Grantee shall submit, by June 10, 2022, a financial reporting form to the State utilizing the format identified by the State, stating the amount spent in calendar year 2022 for the



purchase of each kind of voting system, how many were purchased, and how much of the grant award remains to be spent, if any.

- (2) **Final Reporting.** Grantee will submit a final report, no later than June 10, 2022, or 30 days after the grant amount has been fully expended, whichever comes first, including all items listed in 2.2 (1) above as well as cancelled checks, invoices and paid bills, agreement and sub award documents, and records sufficient to detail history of procurements. These records must prove the total expenditure of the Grant Amount and the required total match pursuant to Minnesota Statutes, § 206.95, subdivision 4, or if less than all grant funds were expended, the total of the expended grant funds and the proportionate match required by Minnesota Statutes, § 206.95, subdivision 4.
- (3) **Other Requirements.** Subgrantee must maintain financial records for each grant sufficient to satisfy audit standards and must transmit those records to the secretary of state upon request of the secretary of state.
- (4) **Evaluation.** State shall have the authority, during the course of this grant period, to conduct an evaluation of the performance of Grantee.
- (5) **Requirement Changes.** State may modify or change all reporting forms at their discretion during the grant period.
- (6) **Special Requirements.** The State reserves the right to append to the Agreement terms, at any time before all grant funds have been expended, special administrative requirements deemed necessary to assure Grantee's successful implementation of the program. The State will notify the Grantee in writing of any special administrative requirements.

### **2.3 Accounting Requirements - Fiscal Control and Accounting Procedures.**

Grantee's fiscal control and accounting procedures must be sufficient to:

- (a) Permit preparation of reports required by this Agreement,
- (b) Permit the tracing of funds to a level of expenditures adequate to determine that funds have not been used in violation of this agreement, and
- (c) Support accounting records through source documents, such as: cancelled checks, invoices and paid bills, agreement and sub award documents, and records sufficient to detail history of procurements.

### **2.4 Alterations in Spending Plan.**

Grantee may spend funds granted for the purchase of optical scan precinct ballot counters that are capable of processing four column ballots on assistive voting devices, and funds granted for the purchase of assistive voting devices on optical scan precinct ballot counters, if they are capable of processing four column ballots, or in either case for combinations thereof, if the change is reported in the next financial report due after the purchase.

## **3 Time**

Grantee must comply with all the time requirements described in this Agreement. In the performance of matters funded pursuant to this Agreement, time is of the essence.

## **4 Consideration and Payment**

4.1 **Consideration.** The State will make an award to Grantee under this Agreement as follows:

- (1) **Grant Award.** The Subgrantee will be awarded the amount listed for the Grantee in paragraph 2.1 of this Agreement.
- (2) **Total Obligation.** The total obligation of the State to Grantee under this grant agreement will not exceed the amount stated in paragraph 2.1 of this Agreement.

4.2 **Fiscal Requirements.** Grantee shall report to the State as provided by paragraph 2.2 of this Agreement.

- (1) **Financial Guidelines.** Grantee's eligible expenditures under this grant agreement must be specifically incurred by Grantee. Grantee will report on all expenditures pertaining to this grant agreement as provided in paragraph 2.2.
- (2) **Records.** Grantee shall retain all financial records for a minimum of six (6) years after the date of submission of the final financial report, or until completion of an audit which has commenced before the expiration of this six-year period, or until any audit findings and/or recommendations from prior audit(s) have been resolved between the Grantee and State, whichever is later, and comply with all other Retention and access requirements for records provided in the jurisdiction's retention schedules.

4.3 **Payment Invoices.** State will pay the grant amount to an account of Grantee within 30 days after the effective date of this Agreement.

4.4 **Conditions.**

- (1) Payments under this Agreement will be made from funds appropriated by Minnesota Laws 2021, 1<sup>st</sup> Special Session, Chapter 12, Article 1, section 6, Minnesota Laws, 2019, 1<sup>st</sup> Special Session, Chapter 10, Article 1, section 6, and Minnesota Law 2017, 1<sup>st</sup> Special Session, Chapter 4, Article 3, section 17. Grantee is responsible for compliance with all requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with statutory or grant agreement requirements.
- (2) Grant funds must be used only to increase the funds that would, in the absence of this grant, be made available for procurement of the equipment set forth in paragraph 2.1 and operating expenses as defined by law.
- (3) Grantee assures that equipment to be acquired with these grant funds is required because Grantee has need of the equipment, and has insufficient funds for that purchase. Grantee also assures that equipment purchased with grant funds will be used for all elections as required by law. Grantee agrees that it will only purchase optical scan precinct counters/systems that can process 4 column ballots, or assistive voting devices, certified under M.S. 206.57.
- (4) Grantee, for five full years following the purchase of equipment with grant funds, may dispose of that equipment only after first offering the equipment to Minnesota jurisdictions using the same type of equipment. During that five-year period, Grantee may only sell the equipment at or below a price equal to the amount of the funds initially expended by Grantee for the equipment purchase, excluding the grant made pursuant to this agreement. If the funds so expended, or any part thereof, were initially received from the Help America Vote Act, funds from the sale of the equipment must be returned to the jurisdiction's Help America Vote Act (HAVA) account and must be retained and expended only for the purposes of HAVA.

5 **Satisfaction**

All duties required and agreements or assurances provided by Grantee in this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

6 **Authorized Representative**

The State's Authorized Representative is David Maeda, Director of Elections, 180 State Office Building, 100 Rev. Dr. Martin Luther King Jr. Boulevard, Saint Paul, MN 55155-1299, 651-556-0612, or his successor, and has the responsibility to monitor the Grantee's performance and compliance with this Agreement.

Grantee's Authorized Representative is Kelly Schroeder, Auditor-Treasurer, 635 Northridge Dr NW, Suite 240, Pine City, MN 55063, Kelly.schroeder@co.pine.mn.us, 320-591-1668.

Grant payment will be made to: Pine County  
Federal ID Number: 41-6005864

Grantee must be registered as a vendor in the SWIFT system, or must provide a W-9 form with this executed agreement, in order for State to register Grantee in the SWIFT system.

If Grantee's Authorized Representative changes at any time before the funds provided for in this Agreement are fully expended, Grantee must immediately notify the State.

7 **Assignment Amendments, Waiver, and Grant Contract Complete**

7.1 **Assignment**

Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior



written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

#### **7.2 Amendments**

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

#### **7.3 Waiver**

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

#### **7.4 Grant Contract Complete**

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

### **8 Liability**

Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the expenditures of the funds provided by this Agreement by Grantee or Grantee's agents or employees.

### **9 State Audits**

Under Minnesota Statutes, § 16C.05, subd. 5, and 16B.98, subd. 8, Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

### **10 Government Data Practices**

Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Agreement. The civil remedies of Minnesota Statutes, § 13.08 apply to the release of the data referred to in this clause by either Grantee or the State. The Grantee's response to the request shall comply with applicable law.

### **11 Workers' Compensation**

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

### **12 Property and Casualty Insurance**

Grantee is required to maintain a property and casualty insurance policy covering "All Risk" (or equivalent) of direct physical loss or damage, including, but not limited to, the perils of transit (if applicable), theft, and flood for the counters, devices or systems acquired using funds granted under the Agreement. The insurance limit shall be equal to the replacement cost of the election equipment. Any deductible shall be the sole responsibility of Grantee. Self-Insurance is sufficient to meet this requirement.

### **13 Governing Law, Jurisdiction, and Venue**

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

### **14 Data Disclosure**

Under Minnesota Statutes, § 270.66, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Subgrantee to file state tax returns and pay delinquent state tax liabilities, if

any, or pay other state liabilities.

**15 Termination.**

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee.

**16 Grantee Procurement**

Grantee certifies that it will use the procurement processes applicable in Grantee's jurisdiction in purchasing equipment with funds subject to this Agreement.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes, §§ 16A.15 and 16C.05.*

Signed: Jennil Kury

Date: 4/19/2022

Grant Agreement No. 210841/PD3905

**3. STATE (Office of the Secretary of State)**

By: [Signature]

(with delegated authority)

Title: Director of Elections

Date: 4/15/22

**2. GRANTEE (Local Jurisdiction)**

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

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

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

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

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

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

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

Distribution:

Grantee  
State's Authorized Representative



# AGENDA REQUEST FORM

Date of Meeting: May 3, 2022

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

**Agenda Item:** Aerial Photography Purchase

**Department:** Auditor-Treasurer

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

## Background information on Item:

The Pine County Beacon site is utilized by many County staff across most departments, the general public, other levels of government, and local real estate professional including relators, attorneys, title companies, and surveyors. The site contains a significant amount of data on real estate in the County (some of which is available by subscription only) including property ownership, legal description, valuations, tax amounts, sale information, and maps. In 2021, 5,474,759 property searches being performed with the map feature being viewed 4,748,917 times or 86.74% of the time.

One of the backbone features of the map feature is the aerial photos. The most recent aerial photos available on the site are from 2018, which the county purchased through Pictometry International Corp. Pine County Also purchased aerial photos in 2011 which are also available on the site. With the recent construction activity, it is recommended new aerial photos be taken in 2023.

## Action Requested:

Consider authorizing the County Board Chair to sign the Order Form with Pictometry International Corp for aerial photos to be flown in the Spring 2023 under the Minnesota Counties Computer Cooperative (MCCC) purchasing agreement.

## Financial Impact:

The total cost of one flight is \$193,490, which will be paid from the Compliance Fund. This purchase has been budgeted for in the compliance fund since the previous aerals were flown as follows:

\$16,124.15 due at contract signing  
\$48,372.51 upon shipment of the imagery (on or around June 1, 2023)  
\$64,496.67 on the 1<sup>st</sup> anniversary of the shipment (on or around June 1, 2024)  
\$64,496.67 on the 2<sup>nd</sup> anniversary of the shipment (on or around June 1, 2025)

(The contract also includes a second flight in 2025 with another round of payments following a similar schedule as above. The county can opt-out of at that time; it is included in this contract to lock-in the prices, as many counties complete flights on a 3-year interval; however it is not our intention to do so)

**ORDER FORM BETWEEN  
PICTOMETRY INTERNATIONAL CORP. (“Pictometry”) AND  
MINNESOTA COUNTIES COMPUTER COOPERATIVE (“MCCC”) AND PINE COUNTY, MN  
 (“PARTICIPATING USER”)**

1. This order form (“Order Form”) is entered into pursuant to the Master Products Agreement between Pictometry and MCCC dated August 3, 2015 (“Master Products Agreement”).
2. This Order Form consists of the following:  
  
Section A: Product Descriptions, Prices and Payment Terms  
Appendix 1: Photogrammetric Product Specifications  
Map(s)
3. Participating User hereby agrees to the terms and conditions of this Order Form and the Master Products Agreement, including but not limited to, the Pictometry License Terms as defined and set forth in the Master Products Agreement.
4. MCCC hereby agrees to pay the Fees specified in Section A of this Order Form in accordance with the stated payment terms and accepts and agrees to abide by the terms and conditions of this Order Form and the Master Products Agreement.
5. In consideration of, and subject to, payment by MCCC of the Fees specified in Section A of this Order Form, Pictometry agrees to provide Participating User with access to and use of the products specified in Section A of this Order Form, subject to the terms and conditions set forth in this Order Form and the Master Products Agreement.
6. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

<b>CUSTOMER NOTICE ADDRESS</b>
635 Northridge Drive
Suite 260
Pine City, MN 55063
Attn: Kelly Schroeder, Auditor
Phone: (320) 591-1668

<b>MCCC NOTICE ADDRESS</b>
100 Empire Drive, Suite 201
Saint Paul, MN 55103
Attn: Lisa Meredith, Executive Director
Phone: (651) 917-6996

<b>PICTOMETRY NOTICE ADDRESS</b>
25 Methodist Hill Drive
Rochester, New York 14623
Attn: General Counsel
Phone: (585) 486-0093      Fax: (585) 486-0098

The parties may change their respective notice address by giving written notice of such change to the other parties at the other parties' then-current notice address.

7. Non-appropriation of Funds. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

- a. Participating User shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;

b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and

c. If Participating User, or any party authorized under the terms and conditions of this Order Form to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Order Form, Participating User or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Participating User and authorized party computers, and return those licensed products to Pictometry.

8. Upon entering into this Agreement, the parties desire to simultaneously amend an existing agreement between the parties dated December 11, 2017 ("Prior Agreement") in order to terminate their obligations with respect to the Second Project set forth in the Prior Agreement at no cost or expense to either party.

This Order Form shall become effective upon execution by duly authorized officers of MCCC, Participating User and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

**PARTIES:**

<b>MCCC</b>	<b>PICTOMETRY</b>
<b>MINNESOTA COUNTIES COMPUTER COOPERATIVE</b>	<b>PICTOMETRY INTERNATIONAL CORP.</b>
	a Delaware corporation
<b>SIGNATURE:</b>	<b>SIGNATURE:</b>
<b>NAME:</b>	<b>NAME:</b>
<b>TITLE:</b>	<b>TITLE:</b>
<b>DATE:</b>	<b>EXECUTION DATE:</b>
	<b>DATE OF RECEIPT (EFFECTIVE DATE):</b>
<b>PARTICIPATING USER</b>	
<b>PINE COUNTY, MN</b>	
<b>SIGNATURE:</b>	
<b>NAME:</b>	
<b>TITLE:</b>	
<b>DATE:</b>	

# SECTION A

# PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.  
25 Methodist Hill Drive  
Rochester, New York 14623

<b>ORDER #</b>
C28928894

<b>BILL TO</b>
Minnesota Counties Computer Cooperative (MCCC)
Lisa Meredith
MCCC Executive Director
100 Empire Drive Suite 201
Saint Paul, MN 55103
(651) 917-6996
lisa@mnccc.org

<b>SHIP TO</b>
Pine County, MN
Kelly Schroeder, Auditor
635 Northridge Drive
Suite 260
Pine City, MN 55063
(320) 591-1668
kelly.schroeder@co.pine.mn.us

<b>CUSTOMER ID</b>	<b>SALES REP</b>	<b>FREQUENCY OF PROJECT</b>
A116769	DLars	Triennial

<b>FIRST PROJECT</b>					
<b>QTY</b>	<b>PRODUCT NAME</b>	<b>PRODUCT DESCRIPTION</b>	<b>LIST PRICE</b>	<b>DISCOUNT PRICE (%)</b>	<b>AMOUNT<sup>1</sup></b>
996	Reveal Essentials+ Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use  Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 160.00	\$ 120.00 (25% - Long Term Incentive Discount)	\$ 119,520.00
135	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use  Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 400.00	\$ 360.00 (10% - Long Term Incentive Discount)	\$ 48,600.00
341	Reveal Essentials+ Community	Provides ortho and oblique imagery at a Community level. Deliverables include measurable oblique and ortho imagery at a community resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.  Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use  Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 70.00		\$ 23,870.00
3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries	\$ 2,200.00	\$ 500.00 (77.273%)	\$ 1,500.00

		<p>specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement</p> <p>Product Parameters:  <i>Admin User Name:</i>  Kelly Schroeder  <i>Admin User Email:</i>  kelly.schroeder@co.pine.mn.us</p>			
1	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	<p>Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.</p> <p>Applicable Terms and Conditions: Software License Agreement</p>	\$ 0.00		\$ 0.00
1	RapidAccess - Disaster Response Program	<p>RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.</p> <p>Applicable Terms and Conditions: Order Form</p>	\$ 0.00		\$ 0.00
1,472	Reveal Orthomosaic - Combined	<p>This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p> <p>Product Parameters:  <i>Leaf:</i>  Leaf Off: Less than 30% leaf cover</p>	\$ 0.00		\$ 0.00
1	Pictometry Connect - EarlyAccess	<p>Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions</p>	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
<b>SUBTOTAL</b>					<b>\$193,490.00</b>

## SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT <sup>1</sup>
996	Reveal Essentials+ Neighborhood	<p>Provides ortho and oblique imagery at a Neighborhood level.</p> <p>Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.</p>	\$ 160.00	\$ 120.00 (25% - Long Term Incentive Discount)	\$ 119,520.00

		<p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p> <p>Product Parameters:  <i>Leaf:</i>  Leaf Off: Less than 30% leaf cover</p>			
135	Reveal Essentials+ Property	<p>Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p> <p>Product Parameters:  <i>Leaf:</i>  Leaf Off: Less than 30% leaf cover</p>	\$ 400.00	\$ 360.00 (10% - Long Term Incentive Discount)	\$ 48,600.00
341	Reveal Essentials+ Community	<p>Provides ortho and oblique imagery at a Community level. Deliverables include measurable oblique and ortho imagery at a community resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata.</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p> <p>Product Parameters:  <i>Leaf:</i>  Leaf Off: Less than 30% leaf cover</p>	\$ 70.00		\$ 23,870.00
3	Pictometry Connect - CA - 50	<p>Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement</p> <p>Product Parameters:  <i>Admin User Name:</i>  Kelly Schroeder  <i>Admin User Email:</i>  kelly.schroeder@co.pine.mn.us</p>	\$ 2,200.00	\$ 500.00 (77.273%)	\$ 1,500.00
1,472	Reveal Orthomosaic - Combined	<p>This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p> <p>Product Parameters:  <i>Leaf:</i>  Leaf Off: Less than 30% leaf cover</p>	\$ 0.00		\$ 0.00
1	RapidAccess - Disaster Response Program	<p>RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.</p> <p>Applicable Terms and Conditions: Order Form</p>	\$ 0.00		\$ 0.00



1	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.  Applicable Terms and Conditions: Software License Agreement	\$ 0.00		\$ 0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product.  Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
SUBTOTAL					\$193,490.00

Thank you for choosing Pictometry as your service provider.	<b>TOTAL</b>	\$ 386,980.00
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<sup>1</sup>Amount per product = ((1-Discount %) \* Qty \* List Price)

#### STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- Seasonal variations caused by images taken at different times during a season, or during different seasons;
- Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

#### Geofences:

##### FIRST PROJECT

For the Pictometry Connect - CA - 50 product(s) in this project, the following geofences apply:  
MN Carlton, MN Chisago, MN Isanti, MN Kanabec, MN Pine (Primary), WI Burnett, WI Douglas

##### SECOND PROJECT

For the Pictometry Connect - CA - 50 product(s) in this project, the following geofences apply:  
MN Carlton, MN Chisago, MN Isanti, MN Kanabec, MN Pine (Primary), WI Burnett, WI Douglas

#### FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any applicable duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by MCCC, shall be paid by MCCC to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing.

## FIRST PROJECT

Due at Signing	\$16,124.15
Due at Initial Shipment of Imagery	\$48,372.51
Due at First Anniversary of Shipment of Imagery	\$64,496.67
Due at Second Anniversary of Shipment of Imagery	\$64,496.67
<b>Total Payments</b>	<b>\$193,490.00</b>

## SECOND PROJECT

Due at Initial Shipment of Imagery	\$64,496.66
Due at First Anniversary of Shipment of Imagery	\$64,496.67
Due at Second Anniversary of Shipment of Imagery	\$64,496.67
<b>Total Payments</b>	<b>\$193,490.00</b>

### **RapidAccess—Disaster Response Program (“DRP”)**

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- ☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.
  - ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
  - ☐ **Terrorist:** areas affected by damage from terrorist attack.
  - ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
  - ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

## APPENDIX 1

## PHOTOGRAMMETRIC PRODUCT SPECIFICATIONS

### Essentials+ Property deliverables

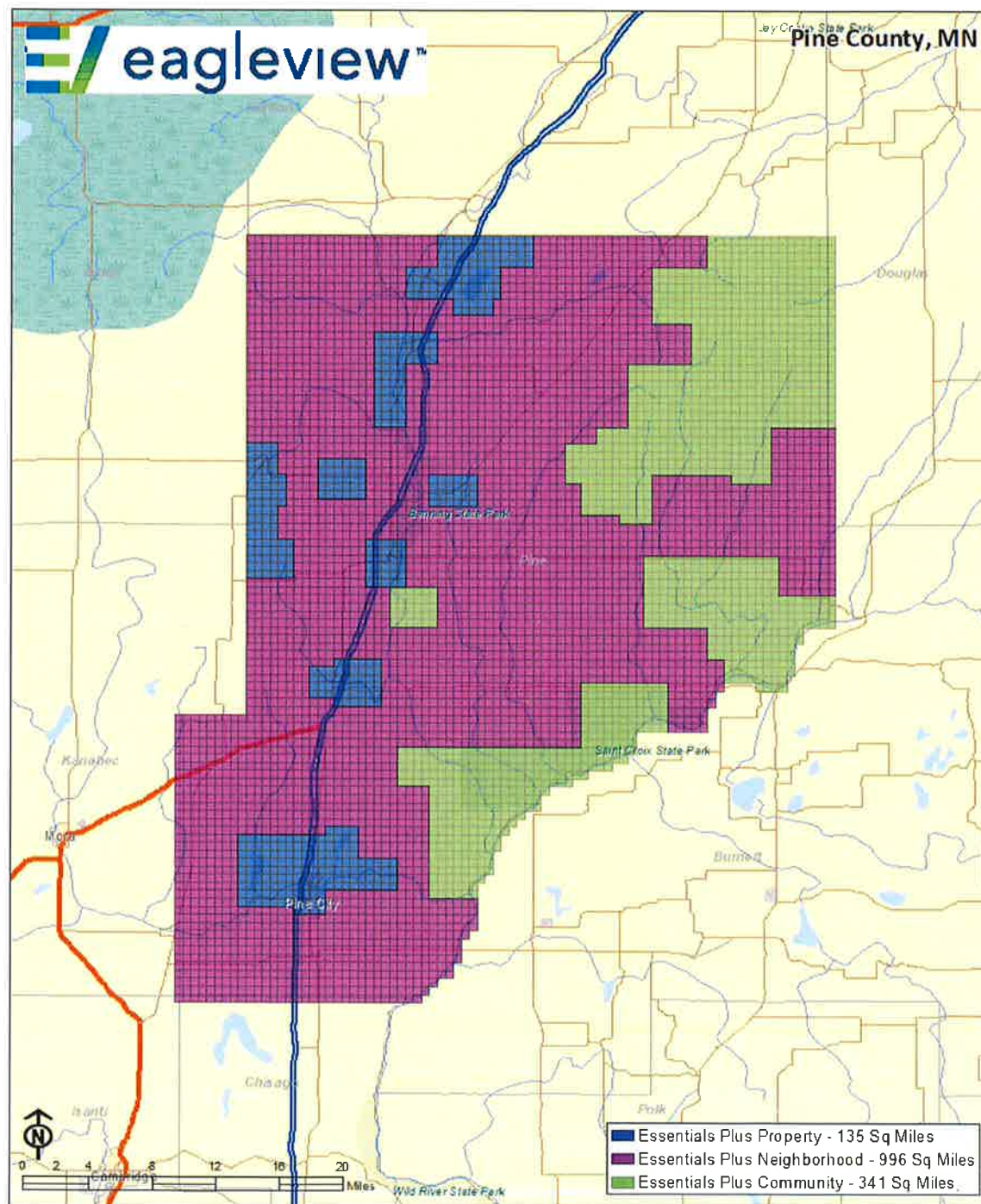
Product	Essentials+ Property
<b>Ortho Frame Imagery</b>	<ul style="list-style-type: none"> <li>Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in</li> </ul>
<b>Orthomosaic Specifications</b>	<ul style="list-style-type: none"> <li>Typical Positional Horizontal Accuracy: 1m at a 95% confidence level</li> <li>Fully automated photogrammetric orthomosaic. Imagery may contain seamlines</li> <li>Project-wide color and contrast balancing</li> </ul>
<b>Oblique Imagery</b>	Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD: <ul style="list-style-type: none"> <li>Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines</li> </ul>
<b>Metadata and Reporting</b>	Metadata: <ul style="list-style-type: none"> <li>Metadata generated that meets FGDC Standards upon request</li> <li>Shapefile(s) with discrete deliverable boundaries and directional metadata</li> </ul>
<b>Orthomosaic Deliverable Format (Online)</b>	Resolution: <ul style="list-style-type: none"> <li>Nominal 2in GSD, no worse than 3in (Best Available Provided)</li> </ul> Access Methods: <ul style="list-style-type: none"> <li>Available via web-based viewer (Connect) - Contracted separately</li> <li>Also available via WMS/WMTS (Image Service) - Contracted separately</li> </ul>
<b>Orthomosaic Deliverable Format (Physical)</b>	Resolution: <ul style="list-style-type: none"> <li>Nominal 2in GSD, no worse than 3in (Best Available Provided)</li> </ul> Projection/Coordinate System: <ul style="list-style-type: none"> <li>Customer Selectable</li> </ul> Datum: <ul style="list-style-type: none"> <li>Customer Selectable</li> </ul> File Format: <ul style="list-style-type: none"> <li>Mosaic Tiles               <ul style="list-style-type: none"> <li>Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file</li> <li>Includes separate Pictometry Map Image (PMI) trailer file</li> </ul> </li> <li>Project-Wide Mosaic               <ul style="list-style-type: none"> <li>Available in ECW, MrSID (All versions) format</li> </ul> </li> </ul>
<b>Oblique Imagery &amp; Frame Imagery Deliverable Format</b>	Access methods: <ul style="list-style-type: none"> <li>Available via web-based viewer (Connect) - Contracted separately</li> </ul>
<b>Delivery Timeline</b>	<ul style="list-style-type: none"> <li>Best efforts to make frame imagery available online within 20 days of capture complete</li> <li>Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion</li> </ul>

## Essentials+ Neighborhood deliverables

<b>Product</b>	<b>Essentials+ Neighborhood</b>
<b>Orthomosaic Specifications</b>	<ul style="list-style-type: none"> <li>• Typical Positional Horizontal Accuracy: 1m at a 95% confidence level</li> <li>• Fully automated photogrammetric orthomosaic. Imagery may contain seamlines</li> <li>• Project-wide color and contrast balancing</li> </ul>
<b>Oblique Imagery</b>	<p>Nominal 6in GSD oblique imagery or better:</p> <ul style="list-style-type: none"> <li>• Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines</li> </ul>
<b>Metadata and Reporting</b>	<p>Metadata:</p> <ul style="list-style-type: none"> <li>• Metadata generated that meets FGDC Standards upon request</li> <li>• Shapefile(s) with discrete deliverable boundaries and directional metadata</li> </ul>
<b>Orthomosaic Deliverable Format (Online)</b>	<p>Resolution:</p> <ul style="list-style-type: none"> <li>• Nominal 6in GSD</li> </ul> <p>Access Methods:</p> <ul style="list-style-type: none"> <li>• Available via web-based viewer (Connect) - Contracted separately</li> <li>• Also available via WMS/WMTS (Image Service) - Contracted separately</li> </ul>
<b>Orthomosaic Deliverable Format (Physical)</b>	<p>Resolution:</p> <ul style="list-style-type: none"> <li>• Nominal 6in GSD</li> </ul> <p>Projection/Coordinate System:</p> <ul style="list-style-type: none"> <li>• Customer Selectable</li> </ul> <p>Datum:</p> <ul style="list-style-type: none"> <li>• Customer Selectable</li> </ul> <p>File Format:</p> <ul style="list-style-type: none"> <li>• Mosaic Tiles <ul style="list-style-type: none"> <li>○ Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file</li> <li>○ Includes separate Pictometry Map Image (PMI) trailer file</li> </ul> </li> <li>• Project-Wide Mosaic <ul style="list-style-type: none"> <li>○ Available in ECW, MrSID (All versions) format</li> </ul> </li> </ul>
<b>Oblique Imagery Deliverable Format</b>	<p>Access methods:</p> <ul style="list-style-type: none"> <li>• Available via web-based viewer (Connect) - Contracted separately</li> </ul>
<b>Delivery Timeline</b>	<ul style="list-style-type: none"> <li>• Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion</li> </ul>

## Essentials+ Community deliverables

Product	Essentials+ Community
<b>Orthomosaic Specifications</b>	<ul style="list-style-type: none"> <li>• Typical Positional Horizontal Accuracy: 1m at a 95% confidence level</li> <li>• Fully automated photogrammetric orthomosaic. Imagery may contain seamlines</li> <li>• Project-wide color and contrast balancing</li> </ul>
<b>Oblique Imagery</b>	<p>Nominal 9in GSD oblique imagery or better:</p> <ul style="list-style-type: none"> <li>• Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines</li> </ul>
<b>Metadata and Reporting</b>	<p>Metadata:</p> <ul style="list-style-type: none"> <li>• Metadata generated that meets FGDC Standards upon request</li> <li>• Shapefile(s) with discrete deliverable boundaries and directional metadata</li> </ul>
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<b>Delivery Timeline</b>	<ul style="list-style-type: none"> <li>• Best efforts to make ortho and oblique Imagery available online and/or ready for physical delivery within 30 days of capture completion</li> </ul>

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## AGENDA REQUEST FORM

Date of Meeting: May 3, 2022



### County Board

☐ Consent Agenda

☒ Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐

Personnel Committee



Other \_\_\_\_\_

Agenda Item: Pine County's American Rescue Plan Act - Broadband Grant Program

Department: Administration/Economic Development

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

### Background information on Item:

The Pine County Board has allocated \$750,000 of its American Rescue Plan Act funding for broadband. As part of the broadband assessment that was conducted by Hometown Fiber, a grant program was developed that will make use of ARPA funds to be granted to providers for the construction and expansion of broadband to serve county residents, businesses, and institutions.

It is contemplated that we will have at least two rounds of grant funding with the application period for the first round running May 3 to June 17. The program is intended to leverage other grant and equity funding and has a 100 Mbps symmetrical service requirement.

Applications will be reviewed by the broadband subcommittee consisting of Commissioners Hallan and Lovgren, Economic Development Coordinator Lezlie Sauter, and County Administrator David Minke. The committees's recommendations will be presented to the county board for award consideration.

### Action Requested:

Approval of the grant program and timeline which includes an allocation of \$250,000 for the first round, to open on May 3, 2022 at 4pm and close on June 17, 2022 at 4pm.

### Financial Impact:

\$250,000 of American Rescue Plan Act funding



# PINE COUNTY BROADBAND GRANT PROGRAM

## Application, Requirements

### American Rescue Plan Broadband Access Grants

Primary Applicant Name and Address:	Email, mail or hand deliver applications to: <div style="margin-left: 20px;">           Lezlie Sauter, Economic Development Coordinator,            Pine County Administration            635 Northridge Dr. NW # 200            Pine City, MN 55063  <a href="mailto:lezlie.sauter@co.pine.mn.us">lezlie.sauter@co.pine.mn.us</a> </div> No later than: <b>June 17, 2022</b> at 4 p.m. (16:00) CT <b>Late applications will not be accepted.</b>
	Contact for further information: Lezlie Sauter
	Issue Date: <b>May 3, 2022</b>

The Pine County Board of Commissioners is seeking applications for American Rescue Plan Act (ARPA) Broadband Access Grants. The County Board may award one or more grants to public and private entities from the Coronavirus State Fiscal Recovery Fund that meet the eligibility requirements set forth in the American Rescue Plan Act of 2021, PL 117-2 (March 11, 2021), which amends Title VI of the Social Security Act (42 U.S.C. 801et seq.), and the instructions and guidance found in the Interim Final Rule, U.S. Department of Treasury, "Coronavirus State and Local Fiscal Recovery Funds," 86 Fed. Reg. 26786 (May 17, 2021). Successful applicants will demonstrate a clear and achievable plan to deliver high-speed, reliable and affordable broadband communications services in one or more unserved or underserved areas in the County.

Applicant Certification: In signing this application, the undersigned verifies under penalty of perjury that the Applicant and its employees and agents have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition with respect to this application; that no attempt has been made to induce any other person or firm to submit or not to submit an application; that this application has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this application has not been knowingly disclosed prior to the opening of applications to any other applicant or competitor; that all of the responses and representations of Applicant in this application are true and correct to the best of the undersigned's knowledge, information and belief; and that Applicant agrees to, accepts and will comply with all of the terms and conditions respecting this application and any award of an ARPA broadband access grant as may be established in a grant award agreement.

Name of Authorized Representative (Type or Print)	Phone	Title
Signature of Authorized Representative	Date	Email

SUMMARY OF GRANT APPLICATION	
Primary Applicant Name	Amount of Broadband Grant Request (round to nearest \$)
Federal Employer Identification No.	Amount of Matching Funds Pledged (round to nearest \$)
Data Universal Number System (DUNS) No.	Name (as Shown on Your Income Tax Return) or Line 1 of the W-9 form, if Different from the Primary Applicant Name
Contact Name and Title	Total Cost of Proposed Project (round to nearest dollar)
Telephone Number	Project Name
E-mail Address(es)	Type of Proposed Broadband Service (FTTP, FTTH, other)
Grant Manager, If Different Than Primary Applicant	Type of Proposed Project (Last-mile, other)
Grant Manager Contact Name, Email Address, Tel No.	Grant Manager Federal Employer Identification No.
If the Application Includes a Partnership, List the Names, Addresses, and FEINs of the Partner Companies or Organizations	
Title of Project and Brief Description (150 words or less.)	
Upon completion, will the project reliably meet or exceed 100 Mbps download and between at least 20 Mbps and 100 Mbps upload speeds and be scalable to a minimum of 100 Mbps symmetrical? Interim Rule, 86 Fed. Reg. at 26786. (yes/no)	

Maximum Proposed Download Transmission Speed	Maximum Proposed Upload Transmission Speed
Minimum Proposed Download Speed to Customer Location. Must be at least 100 Mbps	Minimum Proposed Upload Speed to Customer Location
Maximum Download Speed to Customer Location. Must be at least 10 times the minimum. For example, if the minimum is 100 Mbps, the maximum must be at least 1G.	Maximum Upload Speed to Customer Location. Must be at least 10 times the minimum. For example, if the minimum is 100 Mbps, the maximum must be at least 1G.
City, Towns, Villages and Community or Communities Served by This Project	
List of the Broadband Service Providers, if Any, Currently Serving the Area the Applicant Proposes to Serve	
Does the proposed project provide access to unserved or underserved locations? Unserved or underserved locations are defined as lacking access to a wireline connection capable of reliably delivering at least minimum speeds of 25 Mbps download and 3 Mbps upload. Interim Rule, 31 C.F.R. §35.6, 86 Fed. Reg. at 26786, 26823. (yes/no)	Expected Number of un/underserved business locations that will have access to the improved broadband service (i.e., total business locations passed or with new service access)
Are there any programs available for low-income households to access low-cost service or discounts? (yes/no)	Expected Number of un/underserved Residential Locations that will have access to the improved broadband service (i.e., total residential locations passed or with new service access)

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## **1 Introduction and Background**

The Pine County Board of Commissioners is seeking applications for ARPA Broadband Access Grants. The County may award one or more grants to public and private entities from the Coronavirus State Fiscal Recovery Fund that meet the eligibility requirements set forth in the American Rescue Plan Act of 2021, PL 117-2 (March 11, 2021), amending Title VI of the Social Security Act (42 U.S.C. 802(c)(1)(D) (“ARPA”), and the instructions and guidance found in the Interim Final Rule, Department of Treasury, “Coronavirus State and Local Fiscal Recovery Funds,” 86 Fed. Reg. 26786 (May 17, 2021) (“Interim Rule”) (available at <https://www.federalregister.gov/index/2021/treasury-department>). Successful applicants will demonstrate a clear and achievable plan to deliver high-speed, reliable and affordable broadband communications services in one or more un/underserved area(s) in the County.

The purpose of this document is to provide interested persons with information to enable them to prepare and submit an application for a Broadband Access Grant authorized by ARPA.

If you have questions about this information, please contact: Lezlie Sauter, Pine County Economic Develop Coordinator, Pine County Administration, 635 Northridge Dr. NW #200, Pine City, MN 55063, (320) 591-0019, [lezlie.sauter@co.pine.mn.us](mailto:lezlie.sauter@co.pine.mn.us).

All questions and responses will be shared publicly on the County’s broadband webpage.

### **1.1 Program description**

This program is the APRA Broadband Access Grant program. Applicants may apply for a grant for the purpose of extending broadband service in unserved or underserved areas of the County, as identified in Pine County’s Broadband Consultant Report (March 7 2022.) The County will award up to \$750,000 in grant funding for eligible and approved projects.

Internet service providers, telecommunications utilities, co-operatives, local governments and profit and non-profit organizations are eligible to apply for grants. Interim Rule, 86 Fed. Reg. 26806, 26787.

### **1.2 Program objective**

The program permits applicants to make necessary investments in broadband projects designed to provide reliable, affordable, high speed broadband service to unserved or underserved households and businesses in Pine County; and that will specifically provide a service designed reliably to meet or exceed a symmetrical speed of 100 Mbps. In cases where the symmetrical 100 Mbps service is not practicable, provide a service designed reliably to meet or exceed a 100 Mbps download speed and between 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 download speed and 100 Mbps upload speed. Interim Rule, 31 C.F.R. § 35.6(e)(2), 86 Fed. Reg. 26786, 26823.

To meet these objectives, this program seeks:

- Network demarcations attached to the customers' structures
- Design that solves critical bottleneck challenges
- Network design and build proposals that demonstrate steps to ensure reliability
- Network design and build proposals that provide avenues to improve affordability

### **1.3 Procuring and contracting agency**

This request for applications is issued by Pine County, which is the sole point of contact for the County during the selection process. The person responsible for managing the grant application process is Lezlie Sauter.

The grant award(s) resulting from this application process will be administered by the County. The grant administrator will be Lezlie Sauter.

### **1.4 Definitions**

The following definitions are used throughout the application.

Agency or Commission means the Pine County Board of Commissioners.

Applicant means an organization submitting an application in response to this request for grant applications.

Broadband service means a communications service providing to end users, at a minimum, two-way data transmission with speeds of at least 100 Mbps symmetrical. It does not include a stand-alone commercial mobile radio service or a broadband service in which a stand-alone satellite provider connects directly to the end user with a satellite connection.

Fixed wireless service means the operation of wireless communication devices or systems used to connect two licensed fixed locations (e.g., building-to-building or tower-to-building). The point-to-point signal transmissions occur through the air over a terrestrial microwave platform rather than through copper or optical fiber.

Grantee or recipient means an applicant awarded a broadband access grant.

State means State of Minnesota.

Unserved and underserved households or businesses means one or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed. Interim Rule, 31 C.F.R. § 35.6, 86 Fed. Reg. 26786, 26823. For the purpose of this application underserved and unserved are the same. Funding is limited to locations that are under and underserved by this definition.

### **1.5 Clarification and/or revisions to the specifications and requirements for grant application**

Any questions concerning this application must be submitted in writing via email on or before **May 24, 2022** to: Lezlie Sauter, Email address: [lezlie.sauter@co.pine.mn.us](mailto:lezlie.sauter@co.pine.mn.us), Subject line: Pine County ARPA Broadband Grant Application Question

If an applicant discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this application, the applicant should notify Pine County immediately by emailing the grant manager, Lezlie Sauter at [lezlie.sauter@co.pine.mn.us](mailto:lezlie.sauter@co.pine.mn.us). The applicant should describe the error and request modification or clarification of the application.

From date of release of the application until the date on which the grant award is released, any contact with County employees concerning this application must be sent to the designated email above, by contacting: Lezlie Sauter at [lezlie.sauter@co.pine.mn.us](mailto:lezlie.sauter@co.pine.mn.us).

## 1.6 Reasonable accommodations

The County Board will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations, contact: Lezlie Sauter, Pine County Economic Development Coordinator, Pine County Administration, 635 Northridge Dr. NW #200, Pine City, MN 55063, (320) 591-0019, [lezlie.sauter@co.pine.mn.us](mailto:lezlie.sauter@co.pine.mn.us). Deadline for accommodation requests is **May 10, 2022** to allow time for response.

## 1.7 Schedule of events

Listed below are dates and times of actions related to this application. If the County Board finds it necessary to change any of the dates and times in the schedule of events listed below, it will do so by issuing a supplement to this application.

DATE	EVENT
<b>May 3, 2022, 4 p.m. C T</b>	Grant application and guidelines published on County website.
<b>May 10, 2022 , 4 p.m. C T</b>	Deadline for requesting uploading assistance and reasonable accommodations.
<b>May 24, 2022, 4 p.m. C T</b>	Deadline for submitting questions and requests for clarification.
<b>June 17, 2022, 4 p.m. C T</b>	Applications due from applicants: Applications are public information.
<b>June 24, 2022, 4 p.m. C T</b>	<b>Deadline for submitting an objection to a grant application</b>
<b>July 1, 2022, 4 p.m. C T</b>	<b>Deadline for submitting a response to an objection</b>

## 1.8 Performance period and use of funds

A recipient may only use funds approved under ARPA to cover costs incurred during the period beginning March 3, 2021, and ending December 31, 2024, for the purpose set forth in sections 602(c)(1) of the Social Security Act, as applicable. Interim Rule, 31 C.F.R. § 35.5(a), 86 Fed. Reg. 26786, 26821. Funds incurred after March 3, 2021 and before the County Order date are not eligible expenses.



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## **2 Preparing and submitting the application**

### **2.1 General instructions**

The evaluation of an application and selection of an applicant for an award will be based on the information submitted in the application. Failure to respond to each of the requirements in the application may adversely affect the evaluation of the grant application.

Elaborate applications (e.g., expensive artwork, digital pop-ups), beyond that sufficient to present a complete and clear application, are neither necessary nor desired.

### **2.2 Incurring costs**

The County Board is not liable for any cost incurred by the applicant in preparing this application.

### **2.3 Submitting the application**

**Applicants may email, mail or hand delivered to:** Lezlie Sauter, Pine County Economic Develop Coordinator, Pine County Administration, 635 Northridge Dr. NW #200, Pine City, MN 55063, (320) 591-0019, [lezlie.sauter@co.pine.mn.us](mailto:lezlie.sauter@co.pine.mn.us).

The County Board strictly enforces the filing deadline. Late applications will be rejected. Receipt of an application by the State mail system or United States Postal Service does not constitute receipt of an application for purposes of this grant.

Applications are available at: [Pine County's website](http://Pine County's website), [www.co.pine.mn.us/departments/economic\\_development/broadband.php](http://www.co.pine.mn.us/departments/economic_development/broadband.php).

### **2.4 Designation of confidential and proprietary information**

The full application must be filed publicly. Do not include confidential or proprietary information in your application.

### **2.5 Multiple Applications**

Multiple applications from an applicant are permissible; however, each application must conform fully to the requirements for submission. Each application must be submitted separately and filed separately.

### **2.6 Withdrawal of application**

Applicant may withdraw an application in writing at any time up to the application closing date and time. To accomplish this, the applicant must submit a written request to withdraw the application, and the request must be signed by an authorized representative of the applicant and submitted to the application manager.

## **2.7 Application organization and format**

The application should be typed. A handwritten application will not be accepted. The main application is limited to 30 pages, including the cover sheet, summary of grant application, budget and narrative. Additional information, surveys, letters of support and agreements are not limited but the review panel will use only the first 10 pages of attachments in developing the merit list. The application should be assembled as follows:

- Cover Sheet and Summary of Grant Application. The first pages of the application should be the three-page form appearing before the table of contents of these instructions. Fill in the information requested in the blank boxes and sign the attestation.
- Budget & Income Summary. Use the spreadsheet provided.
- Map or Maps. A clear static map(s) of the project boundaries and locations of the project area and description or key as needed.
- Narrative. The information on these pages of the application must adhere to and use the following headings in order.
- Executive Summary
- Statement of applicant's ability to undertake the project
- Statement of need for reliable, affordable, fast broadband
- Project Proposal
- Technology and network design
- Reliability assurance
- Affordability and internet access
- Partnerships and community engagement
- Timeline
- Budget Discussion

Submit the relevant geographic/geospatial data to the project in one of the following formats:

- A URL reference to a spatial file (Geodatabase / Feature Class (ideal), Shapefile, or KML) showing the proposed service area. A spatial file including census blocks that intersect the proposed project area is also acceptable.
- If mapping software is not available, provide in tabular form (spreadsheet format) a list of address ranges or a list of census blocks within the proposed project area.
- If neither a spatial file nor a spreadsheet is available, providing a map using Google Maps with the boundary of the project area drawn onto the map is acceptable.

County staff can provide support to ensure an accurate spatial file is delivered to the County Board. Please contact Lezlie Sauter to coordinate your geo data submission.

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## **3 General application requirements**

### **3.1 Executive summary**

In less than one page, provide a concise description of the proposed project, including the location information, technology type, the service(s) to be delivered and project type. Include information about key partnerships, the need for broadband service, number of locations passed and ways that affordability is integrated into the program design.

### **3.2 Statement of applicants' ability to undertake the project.**

If applicable, an applicant should comment upon the status of prior broadband expansion grant projects that have been completed, including the type of broadband technology used, the facility route actually built or installed, the number of residential and business customers actually connected, and other relevant details of the prior project(s).

An applicant should also comment on broadband construction projects undertaken in prior years that were not funded in part by the Broadband Expansion Grant program.

### **3.3 Statement of need in project locations**

Describe the under/underserved area that this project will serve. Describe the need for reliable, affordable, fast broadband service in the proposed area. In particular explain how the project will enable critical activities such as remote school, healthcare and work.

If the project area lies within a census block, the applicant must provide additional documentation to demonstrate the actual broadband service, speed or reliability that is available in the proposed project area would qualify the area as under and underserved.

Provide the following information:

- An estimate of the number of households and businesses that the project will serve (i.e., Number of network demarcations attached to the customers' structures).
- Estimates of the service take rates for the households and businesses identified above, and the resulting number of unserved and underserved households and businesses that will take service from the project.
- Expected number of seasonal residents and tourists to be served by the project.
- Any additional details about the locations in the project area, including the number of farms, community anchor institutions or safety infrastructure.
- Finally, if available, provide information demonstrating there are no existing agreements or plans to build reliable wireline service with minimum speeds of 100 Mbps download and 20 Mbps upload within the project area by December 31, 2024. Provide any information that the applicant has undertaken to avoid proposing broadband infrastructure projects where another project has an agreement to build in that area before December 31, 2024.

### **3.4 Project proposal**

#### **3.4.1 Technology**

Describe the technology that the project will employ to reach the targeted locations in the project area. The description should include technology type, anticipated operating speeds and other pertinent transmission characteristics.

If a fixed wireless service is proposed as part of the solution, provide the spectrum that will be used, the equipment vendor, the anticipated operating speeds and other pertinent transmission characteristics of the wireless service.

For the proposed wireline service, provide details about how the fiber optics will be buried, where an aerial exception is needed, what percent of the technology will be aerial, the number of strands and clear details about any hybrid models.

The project proposal should specify that when the build has been completed, the design and installation will conform to all applicable federal, state and local requirements and standard engineering practice, and that the installed infrastructure will reliably provide the service levels and speeds stated in this application.

Please describe in detail the technology and network design that will provide every location in the project with access to reliable 100 Mbps symmetrical service. If symmetrical 100 Mbps service is not practicable for this project a 100/20 Mbps that will in the future be scalable to 100/100 is required. In this case, please explain why 100/100 is not currently practical. Further provide details about how and when the service will be scaled to 100/100 Mbps.

Describe the range of broadband services to be provided, including estimated download and upload speeds, whether the speed is based on dedicated or shared bandwidth and the technology that will be used. This description may be illustrated by maps or schematic diagrams, as appropriate.

#### **3.4.2 Reliability**

The application should provide an explanation of ways the applicant is designing, building and maintaining the proposed network to ensure reliable service. Grantees will be required to sign a service level agreement to ensure residents, businesses and taxpayers of Pine County receive the level of service described in the application.

#### **3.4.3 Affordability and internet access**

Explain how the applicant is integrating affordability options into the program design. Interim Rule, 86 Fed. Reg. 26786, 26806. Describe any internet access support to households facing negative economic impacts due to COVID-19. Interim Rule, 86 Fed. Reg. at 26806. Explain how the proposed project will increase broadband access, affordability and use through programs, partnerships or retail pricing structure.

There are multiple ways an applicant may demonstrate that the project will increase broadband access, affordability and use. The application should:

- Provide a proposed schedule of retail prices for various speed and quality combinations the provider intends to offer to subscribers for purchase in the project area

- Describe any planned discounts and other affordability options intended to make the service available to low-income subscribers (including specifically indicating whether households with income below 200% of the federal poverty level will have access to fixed home internet service at a cost of less than \$25 per month)
- Indicate the steps the project will take (if any) to increase the percentage of subscribers ordering the broadband service
- Indicate the planned length of time of the discount and any plan fully to integrate affordable service into its regular service options.

### **3.5 Ownership, partnerships and community engagement**

The application should provide a description of the entities that will own and operate the proposed broadband network. It should identify participating partners that are local electric cooperatives, telecommunications cooperatives, other co-operatives, local governments, or other nonprofit private or public organizations; and it should describe the nature or extent of their participation. Interim Rule, 86 Fed. Reg. 26786, 26806.

If the application includes partnerships, collaborative agreements, and the partnership is memorialized in a joint venture agreement or other writing, provide a copy of that agreement. If the partnership has not been established in a written agreement, provide letters of support and a short description of the management role, financial commitment, or other contribution to the project for each participating partner.

Describe any actions taken by a city, village, town, township or county in support of the grant application that have not been discussed in the context of partnership above, including but not limited to:

- The contribution of funds, easements or permissions to use publicly owned real estate, construction materials or other items of value to the grant project.
- The contribution of in-kind assistance to the grant project in the form of waived fees and expenses for obtaining use permits and permissions.
- The contribution of other items of benefit to the grant project, such as public outreach and education, vehicles, water, etc.

Provide information about any outreach or engagement with the local government in the communities where the project will be located. If the community has provided any official support or endorsement of the project, please indicate that in the description. Also describe information in the application regarding active engagement of diverse communities in the planning, permitting or marketing of the project. Include information about partnerships or proposed supports for digital literacy programming or internet access assistance.

### **3.6 Timeline**

The application should provide a schedule by which the applicant intends to complete the core components of the proposed project. Be sure to indicate key project milestones such as the beginning of construction, the anticipated completion date and any internet access assistance programs.

### 3.7 Budget discussion

In addition to the Budget & Income Summary that is included as page 4, applicants should provide a narrative description of the budget and additional details regarding the project costs and match. Include price estimations for any equipment the applicant intends to purchase. The application should also indicate whether any facilities involved would be owned, rented, or leased. If the applicant proposes to purchase land or buildings, it should be explained here.

Sample basic budget table:

Use of Funds	\$ Amount	Source of Funds	
<i>Example:</i>		Grant	Match
Construction – Labor			
Construction -- Materials			
CO Fiber Hardware Materials			
Electronics			
Customer Premise -- Install			
Customer Premise -- Equipment			
Professional Services & Engineering			
TOTAL			

The application must show that the grant funds requested will be used for the sole purpose of implementing the proposed broadband project and service in the un/underserved areas covered by the application under the purpose set forth in sections 602(c)(1) of the Social Security Act, as applicable. Interim Rule, 31 C.F.R. § 35.5(a), 86 Fed. Reg. 26786, 26821. Among others, proposed projects may include funding for the following types of costs:

- Project planning and pre-engineering that takes place during the performance period.
- Obtaining construction permits.
- Construction of facilities, including construction of both “middle mile” and “last mile” infrastructure.
- Installation and testing of the broadband service.
- Integration of affordability options.

Provide a description of the matching funds the applicant will invest in the proposed project, if any. For each element, indicate the type of match (cash, salary expense, or in-kind contribution). If the application is submitted by a partnership, identify the partner responsible for providing

each element of the proposed matching funds. Also identify any third-party contributor contributions.

If available, provide documentation to support an offer of matching funds (minutes of a town board meeting, a letter from a prospective customer or local government official, etc.).

Matching funds contributions must be a firm commitment of funding to the project. If the applicant is proposing in-kind match, please provide detail about how the value of the in-kind contributions were determined. Finally, if a local government is contributing additional American Rescue Plan Act funding, please describe.

Contributions that vary based on the amount of actual sales, customer contributions, or other criteria will not be given weight and do not need to be included.

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## 4 Application and Objection Process

### 4.1 Objection and response periods

The County Board may provide a period during which interested persons may review the grant applications that have been submitted and file written comments objecting to an application under review. An objection must identify and discuss an error of fact, or policy or statutory requirement that the application has contravened. Objections submitted after the County's deadline will not be accepted nor given weight during the review process.

The grant recipients should avoid investing in locations that have existing agreements to build reliable wireline service with minimum speeds of 100 Mbps download and 20 Mbps upload by December 31, 2024, in order to avoid duplication of efforts and resources. An objection asserting an existing agreement to build such a wireline service should provide evidence of the existing agreement, and plans indicating the construction route, service area boundaries, and other pertinent construction details. If available, the objection should provide any writing indicating an agreement with a local government confirming an existing agreement.

### 4.2 Supplemental information

The County Board may request that an applicant submit supplemental or clarifying information, consistent with the application requirements. If received and accepted, supplemental information will be incorporated into the application and evaluated by the Commission using the criteria set forth to determine which applications should receive a grant award.

### 4.3 Evaluation for eligibility

An applicant must submit information in its response that demonstrates that it meets the eligibility requirements. County staff will prepare a summary briefing memorandum for the County Board's consideration and will identify in that briefing memo any application that in the opinion of the evaluation committee or Commission staff does not meet the eligibility criteria set forth in guidance found in the Interim Final Rule, Department of Treasury, "Coronavirus State and Local Fiscal Recovery Funds," 86 Fed. Reg. 26786 (May 17, 2021). **Only applications determined to be eligible by the County Board will be considered for funding.**

#### 4.4 Evaluation for merit

Following the evaluation for eligibility for funding, applications will be reviewed by an evaluation committee and ranked using the criteria in Section 4.5.

The applications, objections and responses, the evaluation committee's ranking, and the staff briefing memorandum will then be forwarded to the County Board for its decision on awards.

An applicant may not contact any member of the evaluation committee without the express, written approval of the grant administrator Lezlie Sauter. The grant administrator may be contacted via email at: [lezlie.sauter@co.pine.mn.us](mailto:lezlie.sauter@co.pine.mn.us).

#### 4.5 Criteria for the evaluation of merit.

Match (up to 10 points). An application will receive credit based on the percentage of matching funds the applicant proposes to invest in its project and the variety of sources of matching funding provided by others. **There is a minimum 1:1 match required (50%).**

Percent of Eligible Project Costs Requested from the County in this Application	Points
15 % or less	10
16 to 25 %	8
26 to 35 %	6
36 to 45 %	4
46 to 50 %	2

Network design (up to 20 points). An application proposing to invest in dedicated, direct fiber optic in conduit infrastructure can receive up to 20 points. A PON design could receive up to 12 points. Interim Rule, 86 Fed. Reg. 26786, 26805.

Network Design	Points
Directly connected fiber optic in conduit to drop	10
Directly connected in conduit trunk lines	10
PON in conduit to drop	6
PON in conduit trunk lines	6

Last-mile connection (Up to 10 points.) An application proposing to invest in a physical broadband network that provides last-mile connections will receive credit. Applications where the design features the demarcation attached to the customer's structure are highly desired.



Solving critical bottlenecks. (Up to 5 points.) While we expect most of this work to focus on last-mile connections, solutions to solve middle mile bottlenecks can receive up to 5 points.

Applicant Type or Partnership (Up to 10 points.) An application proposing to build a broadband network owned, operated by, or affiliated with local governments, non-profits, and cooperatives will receive credit.

Service affordability (Up to 10 points.) An application that integrates one or more affordability options will receive credit. **For example, providing a drop of up to 500 ft to the customer for no additional cost to the customer, is an affordability credit.**

Existing agreement to build a broadband service (Up to 5 points.) An application that demonstrates that there are no existing infrastructure or existing agreements or plans to build reliable wireline service, as disclosed by Census Block with minimum speeds of 100 Mbps symmetrical within the project area by December 31, 2024, will receive credit.

Applicant capacity and performance (Up to 5 points.) An application that demonstrates the capacity and experience to execute the project successfully and completely in the timeframe will receive credit.

Technology Network and Budget (Up to 10 points.) An application that demonstrates a well-planned project with a reasonable budget that shows steps have been taken to ensure reliability, longevity, speed and service sufficiently robust to meet increasing demand for bandwidth will receive credit.

Efficient Spending (Up to 15 points.) Describe how the broadband project relates to municipal or other community work (e.g., A town is tearing up streets to put in new streets, and broadband cables will be buried at the same time, or **is utilizing existing fiber infrastructure to bring minimum speeds of 100 Mbps symmetrical to underserved consumers**).

#### **4.6 Right to reject application and negotiate grant terms**

The County Board reserves the right to reject any application as filed, and negotiate the terms of a grant award, including the award amount, with the selected applicant prior to offering the grant. If negotiations cannot be concluded successfully with an applicant, as determined solely by the County Board, the County Board may withdraw its award offer.

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## **5 Grant Award and Terms and Conditions**

### **5.1 Order awarding grants**

The County Board will determine in writing which applicants will receive an ARPA Broadband Grant by issuing an Order awarding grants in the appropriate proceeding. All entities and organizations that submit a grant application will be notified in writing of the County Board's decision.

### **5.1.1 Compliance with statutes, regulations and executive orders**

The Order will provide that a grant recipient must comply with all other applicable federal statutes, regulations, and executive orders. Interim Rule, 31 C.F.R. § 35.9, 86 Fed. Reg. 26786, 26823.

### **5.1.2 Compliance with American Rescue Plan Act**

The Order will provide that a grant recipient shall provide for compliance with the American Rescue Plan Act, Subtitle M, and any interpretative guidance by other parties in any agreements it enters into with other parties relating to these funds. Interim Rule, 31 C.F.R. § 35.9, 86 Fed. Reg. 26786, 26823.

### **5.1.3 Terms and Conditions**

The Order will also specify certain terms and conditions that the County finds appropriate and necessary for the administration of the approved grant projects.

If selected for a grant, the grantee will be required to sign a **Service Level Agreement**. The agreement will include, at a minimum, customer satisfaction and reliability requirements that assure that no home or businesses will be without internet service for more than 48 hours. Grantees must conduct **all locating**. In addition, the County/City/Township will not serve as a customer service center. If the County/City/Township receives five customer service complaints in any given week, the grantee will be considered in violation of the SLA. County/City/Township has a right to withhold permits for violations of SLA.

## **5.2 Grant agreement**

Each approved grant applicant must enter into a grant agreement with the County Board. The grant agreement will confirm the grant award, including the amount of the grant award, the scope of the project and the terms and conditions ordered by the County Board and required by the U.S. Treasury Department. The grant award is not final until the applicant signs and returns the grant agreement. A signed grant agreement is due to the County Board no later than 60 days following the date of issuance of the grant agreement to the applicant. Failure to complete and return the grant agreement by the due date may result in cancellation of the award.

### **5.2.1 Order and Grant Agreement**

The Order awarding grants and the grant agreement, including any amendments, will together constitute the entire agreement of the County and the applicant, and will supersede any representations, commitments, conditions, or agreements made orally or in writing prior to the issuance of the Order.

### **5.2.2 Failure to Comply**

Failure of an applicant to comply with the County Board's Order or grant agreement, as amended, may result in cancellation of the award.

## **5.3 Termination of grant award**

The County Board or the Recipient may terminate a grant award, at any time at its sole discretion by delivering ten (10) days written notice to the applicant/grant award recipient. In

the event that the applicant terminates the grant award, for any reason whatsoever, it will refund to the County within 30 days of said termination, all payments made hereunder by the County to the applicant for work not completed or not accepted by the County Board. Such termination will require written notice to that effect that is delivered by the applicant to the County not less than ten (10) days prior to said termination.

**UNAPPROVED**  
**Pine County Housing Redevelopment / Economic Development Authority**  
**Regular Meeting Minutes – April 27, 2022 1:00 PM**  
**North Pine Government Center - 1602 Hwy 23 N., Sandstone, Minnesota**

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**Members present:** Henry Fischer, Leaha Jackson, Mary Kay Sloan, Steve Oswald, Traver Gahler

**Members absent:** None

**Others present:** HRA/EDA Executive Director/County Administrator David Minke, President of SMR Management, Inc. Joleen Pfau, County Commissioner Matt Ludwig, County Commissioner JJ Waldhalm, Economic Development Coordinator Lezlie Sauter, County Auditor/Treasurer Kelly Schroeder, and via Zoom Brian Leyh, Single Family Housing Loan Specialist with USDA Rural Development.

1. Chair Sloan called the meeting to order at 1:01 pm.
2. The pledge of allegiance was said.
3. *Motion by Fischer to approve the agenda seconded by Gahler with an addition of 7.3 – signatories on all bank accounts at Northview Bank. Motion carried 5-0.*
4. *Motion by Fischer, seconded by Jackson to approve minutes of the March 23, 2022, board meeting. Motion carried 5-0.*
5. There was no correspondence.
6. Operational Reports
  - 6.1 Management report was reviewed by the board members.
  - 6.2 Financial Report was reviewed by the board members. There was a request on documentation to support check #21586 and a request on the status of the request for repayment of funds, as identified at the last meeting during the audit. *Motion by Gahler, second by Oswald to approve the operational reports as presented. Motion carried 5-0.*
  - 6.3 The 1st Quarter Investment Report was presented by Schroeder. There was a discussion on whether the money market account is the best option, and it was confirmed that it is if funds need to be accessible. It was suggested that since interest rates are increasing, to explore different options. *Motion by Fischer to acknowledge the investment report, seconded by Jackson. Motion carried 5-0.*
  - 6.4 Redpath and Company submitted an invoice in the amount of \$30,000 for the completion of the 2019 and 2020 audits. *Motion by Gahler to approve a payment of \$30,000 to Redpath and Company, seconded by Oswald. Motion carried 5-0.*
7. Management Agent Transition
  - 7.1 Joleen Pfau, President of SMR Management Inc. was introduced as the new management agent for Sandstone and Finlayson Manors.
  - 7.2 *Motion by Fischer, seconded by Oswald to approve the **Resolution 2022-1** Identifying Signatories for the Safe Deposit Box at Northview Bank and all accounts at Northview Bank, Woodlands Bank, Members Cooperative Credit Union and Frandsen Bank as Joleen Pfau and Kelly Schroeder. Motion carried 5-0.*
  - 7.3 Paperwork needed to transfer and open new accounts at Northview Bank was presented. *Gahler made a motion to close the credit card account at Northview Bank for the HRA and remove Tammy Gehrke as the authorized user on all accounts at Northview Bank effective after May 1, 2022, seconded by Fischer. Motion carried 5-0.*
8. Committee Reports
  - 8.1 Facility Management (Jackson, Gahler, Gehrke) No report.

8.2 Board Policies (Sloan, Fischer, Minke) No report.

8.3 Housing and Development Projects (Oswald, Fischer, Sauter)

Brian Leyh, Single Family Housing Loan Specialist with USDA Rural Development gave an overview of the housing programs available to Pine County residents.

9. Audit Follow-up

Minke provided an update on the findings. Information was reported the Office of the State Auditor and Pine County Sheriff's office.

10. Member Reports / Updates

- Ludwig asked about North Court Apartment project that was discussed at length last year. It was suggested that the non-profit owner, Accord, be informed of recent changes on the board and property management firm.
- Waldhalm asked about the value of the Finlayson and Sandstone Manors, and if there has been a recent appraisal and if the properties are insured properly. Joleen will request copies of the insurance policies.
- Minke shared information on the May 23 Tribal Economy Summit. Sauter is registered to attend and board members were encouraged to attend as well.
- Minke shared information on the May 12 Blue Zones organizational meeting in Hinckley, all members are invited to attend.

11. Adjourn—*Motion to adjourn by Fischer, seconded by Jackson. Motion passed 4-0. Meeting adjourned at 2:47 pm.*

Next Regular Meeting, May 25, 2022 - 1:00 p.m., North Pine Government Center, Sandstone, Minnesota with a tour of the Sandstone Manor following the meeting.

ATTEST:

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David J. Minke  
Executive Director

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Mary Kay Sloan  
Board Chair