

# **ADDITIONS/REVISIONS/CORRECTIONS**

**Regular Meeting  
November 15, 2022**

## **Revision to Agenda**

- A. Move Consent Agenda Item 6C/New Hire of Health & Human Services Eligibility Worker Jayla Schleret to Regular Agenda Item 2.1.

## **Addition to Agenda**

- A. Regular Agenda Item 3.1: Pine County Commissioners' Expense Claim Forms  
Review and consider approval of Commissioners' Expense Claim Forms.

# PINE COUNTY EXPENSE CLAIM FORM

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

# STEPHEN HALLAN

**MONTH: October 2022**

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

Date	Per Diem	Meals	Lodging	Parking	Other	Purpose and description of expense	Account #
10/4/2022	\$100					County Board Meeting - Pine City	01-005-6111
10/18/2022	\$100					County Board Meeting - Sandstone	
10/5/2022	\$100					NE transportation meeting / pine tech meeting	
10/6/2022	\$100					Zoning issues Sand lake/ March Lampert	
10/12/2022	\$100					AMC district meeting/ Grand Portage	
10/13/2022	\$100					AMC district meetingGrand Portage	
10/17/2022	\$100					Lakes and Pines	
10/22/2022	\$100					Township officers	
10/25/2022	\$100					Manufacturing tours	
10/26/2022	\$100					Parks and trails/ HRA/eda. / school meetings	
10/27/2022	\$100					Zoning board joint meeting	

## MILEAGE EXPENSES

Date	Beginning Odometer	Ending Odometer	Total Miles	Mileage Rate	Amount Paid	Destination and purpose of expense	Account #
10/4/2022				\$0.625		County Board Meeting - Pine City	01-005-6334
10/18/2022			52	\$0.625	\$32.50	County Board Meeting - Sandstone	
10/12-13/22			470	\$0.625	\$293.75	AMC district 1 Grand Portage	
10/17/2022			46	\$0.625	\$28.75	Lakes and pines Mora	
10/22/2022			32	\$0.625	\$20.00	Township officers Hincleyy	
10/26/2022			52	\$0.625	\$32.50	HRA/EDA SANDSTONE	
10/27/2022			52	\$0.625	\$32.50	JOINT ZONING BOARD	
				TOTAL	440.000		

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

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

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

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

Stephen Hill

Commissioner Signature Authorized Signature

# PINE COUNTY EXPENSE CLAIM FORM

This form is to be utilized to claim any other expenses not related to mileage. Expenses are to be claimed in accordance with Pine County on travel and other reimbursements. Original receipts must be attached or the claim will not be reimbursed. There must be the signature of the claimant and the claimant supervisor or department head indicating the expense was authorized.

EMPLOYEES NAME: Josh Mohr

MONTH October 2022

Date	Per Diem	Meals	Lodging	Tuition and or books	Other	Purpose and description of expense	Account #
10/4/2022	\$100					Board Meeting Pine City	
10/10/2022	\$100					Personal committee, Pine City	
10/13/2022	\$100					Law library, Virtually	
10/18/2022	\$100					Board meeting, Sandstone	
10/26/2022	\$100					HRA/EDA Joint meeting, Sandstone	
10/27/2022	\$100					Zoning board, Sandstone	

ORIGINAL RECEIPTS MUST BE ATTACHED TO OBTAIN REIMBURSEMENT. ALL CLAIMS MUST BE AUTHORIZED BY SUPERVISOR, DEPARTMENT HEAD OR COUNTY BOARD IN ACCORDANCE WITH COUNTY POLICY. NO UNAUTHORIZED CLAIM WILL BE REIMBURSED

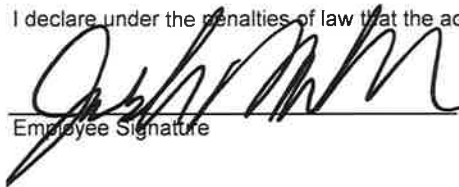
Date	Begin Odometer	End Odometer	Total Miles	Home Odometer	1st Stop Odometer	Last Stop Odometer	Home Odometer	Total Miles	Amount Paid	Destination and purpose of expense
10/4/2022			0					18	\$ 11.25	Board Meeting Pine City
10/10/2022			0					18	\$ 11.25	Personal committee, Pine City
10/18/2022			0					30	\$ 18.75	Board Meeting Sandstone
10/26/2022			0					30	\$ 18.75	HRA/EDA Joint meeting, Sandstone
10/27/2022			0					30	\$ 18.75	
			0						\$ -	
			0						\$ -	
			0					0	\$ -	
			0					0	\$ -	
TOTAL									\$ 78.75	

01-005-000-0000-6334

rate 0.625

YOU MUST FILL IN ODOMETER READINGS OR YOU WILL NOT BE REIMBURSED

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

  
Employee Signature

Authorized Signature

Department Head Signature

## PINE COUNTY EXPENSE CLAIM FORM

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

**TERRY LOVGREN**

**MONTH: October 2022**

**Page 1**

**Vendor#: 30301 Employee#: 155**

Date	Per Diem	Meals	Lodging	Parking	Other	Purpose and description of expense	Account #
10.4.22	\$100					County Board	01-005-6111
10.5.22	\$100					Pine Tech	01-005-6111
10.6.2	\$100					SCHSAC St. Cloud	01-005-6111
10.7.22	\$100					SCHSAC St. Cloud	01-005-6111
10.10.22	\$100					Library & Chemical Coaliton	01-005-6111
10.12.22	\$100					Rural Opoid	01-005-6111
10.13.22	\$100					AMC District 1	01-005-6111
10.18.22	\$100					County Board	01-005-6111
10.19.22	\$100					NACCo T&T	01-005-6111
10.24.22	\$100					Snake River	01-005-6111
10.25.22	\$100					Health Care Leadershp	01-005-6111

	Beginning Odometer	Ending Odometer	Total Miles	Mileage Rate	Amount Paid	Destination and purpose of expense	Account #
10.4.22			28.7	\$0.625	\$17.94	County Board - Pine City	01-005-6334
10.5.22			33.2	\$0.625	\$20.75	Pine Tech	01-005-6334
10.12/13.22			455.8	\$0.625	\$284.88	Grand Portage	01-005-6334
10.18.22			25.7	\$0.625	\$16.06	County Board - Sandstone	01-005-6334
10.24.22			34.6	\$0.625	\$21.63	Snake River	01-005-6334
10.26.22			60.5	\$0.625	\$37.81	HRA Sandstone & School Meeting Pine city	01-005-6334
10.27.22			25.7	\$0.625	\$16.06	Joint Zoning	01-005-6334
					\$415.13		

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

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

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

Commissioner Signature

Authorized Signature

*page 1 of 2*



## PINE COUNTY EXPENSE CLAIM FORM

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

**TERRY LOVGREN**

**MONTH: October 2022 Page 2**

**Vendor#: 30301 Employee#: 155**

Date	Per Diem	Meals	Lodging	Parking	Other	Purpose and description of expense	Account #
10.26.22	\$100					Joint HRA and School meeting	01-005-6111
10.27.22	\$100					Child Care and Joint Zoning meeting	01-005-6111

### MILEAGE EXPENSES

Date	Beginning Odometer	Ending Odometer	Total Miles	Mileage Rate	Amount Paid	Destination and purpose of expense	Account #
					\$0.00		

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

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

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

  
Commissioner Signature

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

page 2 of 2

# PINE COUNTY EXPENSE CLAIM FORM

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

**MATT LUDWIG**

**MONTH: September 2022**

**Vendor#: 31317 Employee#: 5**

Date	Per Diem	Meals	Lodging	Parking	Other	Purpose and description of expense	Account #
10/4/2022	\$100					County Board Meeting - Pine City	01-005-6111
10/18/2022	\$100					County Board Meeting - Sandstone	01-005-6111
10/26/2022	\$100					HRA/EDA Meeting/Joint with County Board	01-005-6111
<del>10-6-2022</del>	<del>100</del>					<del>ECRJC MEETING - VIRTUAL</del>	
<del>10-10-2022</del>	<del>100</del>					<del>PERSONNEL COMMITTEE - PINE CITY</del>	
<del>10-12-2022</del>	<del>100</del>					<del>AMC - COUNTY PROBATION WORK GROUP - ST. PAUL</del>	
<del>10-13-2022</del>	<del>100</del>					<del>KETTLE RIVER/UPPER ST. CROIX IWIP - STURGEON TOWN</del>	
<del>10-27-2022</del>	<del>100</del>					<del>ZONING BOARD MEETING - SANDSTONE</del>	

## MILEAGE EXPENSES

Date	Beginning Odometer	Ending Odometer	Total Miles	Mileage Rate	Amount Paid	Destination and purpose of expense	Account #
10/4/2022			44	\$0.625	\$27.50	County Board Meeting - Pine City	01-005-6334
<del>10/18/2022</del>				<del>\$0.625</del>		<del>County Board Meeting - Sandstone</del> NO MILES	01-005-6334
<del>10/26/2022</del>				<del>\$0.625</del>		<del>HRA/EDA Meeting/Joint with County Board-Sandstone</del> NO MILES	01-005-6334
<del>10-10-2022</del>			44		27.50	PERSONNEL COMMITTEE - PINE CITY	
<del>10-12-2022</del>			170		106.25	AMC - COUNTY PROBATION WORK GROUP - ST. PAUL	
<del>10-13-2022</del>			54		33.75	KETTLE RIVE/UPPER S. CROIX IWIIP- STURGEON TOWNHALL	
<del>10-26-2022</del>			44		27.50	VISION - EDUCATION TOUR - PINE CITY	
				TOTAL	195.00		

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

*Mark W. Ludwig*  
Commissioner Signature

Authorized Signature



**AGENDA**  
***PINE COUNTY BOARD REGULAR MEETING***

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

**Tuesday, November 15, 2022, 10:00 a.m.**

***Regular Meeting***

**North Pine Government Center**

**1602 Hwy. 23 No.**

**Sandstone, Minnesota**

**The public is invited to join the meeting in person or remotely: by phone call 1-312-626-6799, (Meeting ID): 91382461935; (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 November 1, 2022 County Board Meeting and Summary for publication
  - Minutes of Housing Redevelopment Authority/Economic Development Authority (HRA/EDA) and County Board Joint Meeting – October 26, 2022
  - Minutes of Zoning Board/County Board Joint Meeting - October 27, 2022
- F) Minutes of Boards, Reports and Correspondence
  - Pine Co. Zoning Board Minutes – September 22, 2022
- 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. Review October 2022 Cash Balance (attached)**

<b>Fund</b>	<b>October 31, 2021</b>	<b>October 31, 2022</b>	<b>Increase/Decrease</b>
General Fund	4,583,590	4,345,728	(237,862)
Health and Human Services Fund	1,986,090	2,127,148	141,058
Road and Bridge Fund	1,358,884	2,846,247	1,487,363

COVID Relief	2,599,681	4,465,819	1,866,137
Land Management Fund	2,266,687	2,749,117	482,429
Self Insurance	573,935	44,593	(529,341)
TOTAL (inc non-major funds)	25,781,491	32,192,125	6,410,635

2. **October 2022 Disbursements/Claims Over \$2,000 (attached)**

Consider approval of the October 2022 disbursements including the individual listing of claims over \$2,000, and 500 claims under \$2,000 or not needing approval totaling \$2,631,092.45.

3. **Applications**

**A. Tobacco Applications**

- i. Due to sale of Rich's Bar, the Rich's Bar tobacco application previously approved at the November 1, 2022 county board meeting should be issued to WBE of Sandstone DBA Woody's Bar and Off Sale. Authorize Board Chair and County Auditor to sign.

4. **Donation**

- A. Consider acceptance of \$500 donation from the Pine County Township Officers Association designated to the Pine County Sheriff's Office K-9 fund.

5. **Contracts/Agreements**

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

- A. Consider approval of a renewal of a Memorandum of Understanding (MOU) between the Pine County Sheriff's Office and the State of Minnesota by and through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Pine Technical and Community College relating to the investigation of crimes. The term of the agreement begins upon the date of the final required signature on the MOU is obtained by the College, through December 31, 2024. Authorize Board Chair and County Administrator to sign.

6. **New Hire / Promotion / Transfer**

- A. Approve the internal transfer of social worker Heidi Burton to a MN Choices Assessor, effective November 28, 2022. No change in grade or pay.
- B. Approve the promotion of Highway Maintenance Worker Tom Lindstrom to Mechanic, Grade 7, Step 1, \$21.73 per hour, effective November 16, 2022.
- C. Approve the hiring of Jayla Schleret as an Eligibility Worker, effective November 16, 2022, Grade 6, Step 1, \$20.49 per hour.

7. **Training**

- A. Consider approval for Probation Director Terry Fawcett to attend the American Probation and Parole Association Winter Regional Institute, February 5-7, 2023, in Omaha, Nebraska. Registration: \$310, 3-nights Lodging: \$460. Total cost: \$770. Funds are available in the 2022 and 2023 Probation budgets.

## **REGULAR**

1. **Public Hearing – 2023 County Fee Updates (at 10:00 a.m. or as soon thereafter as practicable)**

- A. Presentation of the fee schedule changes
- 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 the fee schedule updates

2. **Personnel Committee (Minutes Attached)**

The Personnel Committee met on November 7, 2022. The Personnel Committee made the following recommendations:

A. **Health & Human Services**

- i. Acknowledge the resignation of Eligibility Worker Angie Palmer, effective October 21, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
- ii. Acknowledge the retirement of Social Worker Mary Buck Swegle, effective January 6, 2023, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
- iii. Acknowledge the resignation of Social Worker Jenna Furlong, effective November 18, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

B. **Pine County Sheriff's Department - Corrections**

- i. Acknowledge the resignation of Corrections Officer Alex White, effective November 18, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

C. **15-year Performance Pay**

- i. Discussion of expanding the 2% at 15 years pay for performance to non-union employees like the program for correction officers/dispatchers and deputies to allow: *Employees who have reached 15 years of employment and who are at the top of the pay scale are eligible for up to a 2% performance increase on their 15-year anniversary date. The increase shall be awarded following a satisfactory performance review by their supervisor and approval of the department head. Any employee not awarded a 2% performance increase at 15 years will be reconsidered at future anniversary dates.*

D. **2023 Compensation Study Discussion**

- i. Consider periodic comprehensive review of the classification and compensation plan. The current plan was implemented in 2016.

Other items for information only.

3. **2023 Budget Update**

Review of the proposed 2023 budget. The Truth in Taxation meeting is scheduled for December 8, 2022 and final budget and levy adoption is scheduled for December 20, 2022.

4. **2022 Election Update**

2022 election update provided by County Auditor-Treasurer Kelly Schroeder.

5. **Commissioner Updates**

Soil & Water Conservation District  
 Central MN Council on Aging  
 Broadband Boot Camp – Meetings 1 & 2  
 East Central Solid Waste Commission  
 East Central Regional Library Board of Trustees  
 Chemical Health Coalition  
 Other

6. **Other**

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

- a. Pine County Board of Commissioners, Tuesday, November 15, 2022, 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota
- b. Canvassing Board – General Election, November 16, 2022, 9:00 a.m.,
- c. Greater Minnesota Parks & Trails, Wednesday, November 16, 2022, 10:00 a.m.
- d. Arrowhead Counties Association, Wednesday, November 16, 2022, 6:00 p.m., Hampton Inn, Duluth, Minnesota.
- e. Part 3: Broadband Boot Camp, Thursday, November 17, 2022, 2:00 p.m.
- f. Extension Committee, Thursday, November 17, 2022, 3:00 p.m., Jury Assembly Room, Courthouse, Pine City, Minnesota
- g. Lakes & Pines Community Action Council, Monday, November 21, 2022, 10:00 a.m., 1700 Maple Avenue, Mora, Minnesota.
- h. Greater Minnesota Parks and Trails Forum, Monday, November 21, 2022, 11:00 a.m.
- i. Technology Committee, Tuesday, November 22, 2022, 9:00 a.m.
- j. NLX, Wednesday, November 23, 2022, 10:00 a.m., Board Room, Courthouse, Pine City, Minnesota
- k. Housing Redevelopment Authority/Economic Development Authority (HRA/EDA) and County Board Joint Meeting, Wednesday, November 23, 2022, 1:00 p.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota.
- l. Snake River Watershed Management Board and Snake River 1W1P Policy Committee, Monday, November 28, 2022, 9:00 a.m., Kanabec County Courthouse, Mora, Minnesota.
- m. AMC Annual Conference, December 4-7, 2022, Bloomington, Minnesota.
- n. Pine County Board of Commissioners, Thursday, December 8, 2022, 10:00 a.m., Board Room, 635 Northridge Drive NW, Pine City, Minnesota
- o. Law Library, Thursday, December 8, 2022, 12:00 p.m., Law Library
- p. Truth In Taxation, Thursday, December 8, 2022, 6:00 p.m., Boardroom, Courthouse, Pine City, Minnesota.

8. **Adjourn**

**MINUTES  
OF THE  
PINE COUNTY BOARD MEETING  
Regular Meeting  
Tuesday, November 1, 2022 - 10:00 a.m.  
Pine County Board Room  
635 Northridge Drive NW  
Pine City, 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. County Administrator David Minke and County Attorney Reese Frederickson were present.

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. There was no public comment.

Chair Hallan requested the following revisions to the agenda:

Addition of Consent Agenda item #4F: Promotion of part-time Correction Officers Donald Jamnick and Kyle Miller to full-time status effective November 1, 2022.

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

**Motion** by Commissioner Mohr to approve the Minutes of October 18, 2022 Regular County Board Meeting and Summary for publication. Second by Commissioner Lovgren. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence

Pine County Surveyor's Monthly Report – October, 2022

**Motion** by Commissioner Lovgren to acknowledge the Minutes of Boards, Reports and Correspondence. Second by Commissioner Mohr. Motion carried 5-0.

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

**CONSENT AGENDA**

**1. Applications**

Approve the following Tobacco Licenses and approve Board Chair and County Auditor/Treasurer to sign: BP – City of Pine City, Banning Junction Convenience Store-Finlayson Township, Bear Creek Tavern-Arlone Township, Bear's Den-City of Bruno, Beroun Crossing Country Store-Pokegama Township, Casey's General Store #3445-City of Sandstone, Casey's General Store #3520-City of Hinckley, Chris' Food Center-City of Sandstone, Crossroads Convenience Store-Ogema Township, Daggett's Super Valu-City of Hinckley, Dave's Oil Corp-City of Willow River, Denham Run Bar & Grill-City of Denham, Dollar General-City of Hinckley, Dollar General-City of Sandstone, Dollar General-City of Willow

River, Duquette General Store-Kerrick Township, Family Dollar Store-City of Hinckley, Family Dollar Store-City of Sandstone, Finlayson Municipal Liquor Store-City of Finlayson, Floppie Crappie-Pokegama Township, Froggies-City of Pine City, Hinckley Firehouse Liquor-City of Hinckley, Holiday Station-City of Hinckley, Holiday Station-City of Pine City, Holiday Station-City of Pine City, Kornerstore #900-Windemere Township, Kurt's Station-City of Hinckley, Kwik Trip-City of Hinckley, Lucky Seven General Store-City of Hinckley, Minit Mart-Windemere Township, Nickerson Bar & Motel-Nickerson Township, Petry's Bait Company-City of Finlayson, Pine City Tobacco-City of Pine City, Red's Liquor Box-Pokegama Township, Rich's Bar-City of Sandstone, Sandstone Petro Plus-City of Finlayson, Sidetracked-City of Brook Park, Slim's Service, Inc-City of Hinckley, Squirrel Cage-City of Willow River, Super Smokes-City of Hinckley, Speedway #4500-City of Pine City, Tobies Station, Inc-City of Hinckley, Wal-Mart Supercenter #2367-City of Pine City, Figueroa's-City of Askov, Marge's Pub & Grub-City of Brook Park, Mini Mart #1-City of Rock Creek.

2. **Donations**

Accept a \$23,000 donation from Grand Casino Hinckley to the Sheriff's Office to help offset sheriff's office expenses for 4<sup>th</sup> Quarter 2022.

3. **Tax-Forfeit Conveyance Request – Pine City**

Approve Resolution 2022-55 authorizing the conveyance/sale of tax-forfeit parcel #42.0238.003 to Pine City for the appraised value of \$1,000 plus miscellaneous sales fees as required. Authorize Board Chair and County Administrator to sign.

4. **New Hire / Promotion**

Authorize the hiring of the following:

- A. Thomas Lindstrom, Highway Maintenance Worker, effective November 7, 2022, Grade 6, Step 1, \$20.49/hour, contingent upon successful background check.
- B. Kenneth Behrens, Highway Maintenance Worker, effective November 7, 2022, Grade 6, Step 1, \$20.49/hour, contingent upon successful background check.
- C. Joesif Okerstrom, full time Corrections Officer, effective November 2, 2022, Grade 7, Step 1, \$21.77/hour.
- D. Emma Ellerman, full time Corrections Officer, effective November 2, 2022, Grade 7, Step 2, \$22.71/hour.
- E. Daniel Pardun, full time Corrections Officer, effective November 2, 2022, Grade 7, step 2, \$22.71/hour.

Authorize the promotion of the following:

- F. Part-time Correction Officers Donald Jamnick and Kyle Miller to full-time Correction Officer status, effective November 1, 2022. No change in grade or pay.

5. **Training**

Approve the following training:

- A. Health Educator Samantha Burch, Public Health Supervisor Jessica Fehlen, and Community Health Services Administrator Samantha Lo to attend the Local Public Health Association Fall Conference and Annual Meeting, November 13-15, 2022 in Alexandria, Minnesota. Total Cost for all three attendees: Registration: \$350 (registration includes meals), Lodging: \$0, Mileage: \$100. As a member of the Local Public Health Association (LPHA), public health received one free registration and one free room. As a conference planning committee member, Samantha Lo also receives an additional free room.



## **REGULAR AGENDA**

### **1. Lakes & Pines Community Action Council**

Lakes and Pines Executive Director Denise Stewart provided an update and usage of programs provided through Lakes & Pines Community Action Council for fiscal year 2022. These programs include energy assistance, weatherization, head start, housing rehabilitation, community services, and emergency housing.

### **2. Project Lifesaver**

The Pine County Sheriff's Office and Pine County Health & Human Services have teamed up to implement Project Lifesaver. Project Lifesaver is a nationwide rescue program designed to quickly locate individuals who are prone to wandering.

### **3. County Marketing Proposal**

Economic Development Coordinator Lezlie Sauter stated in 2021 American Rescue Plan Act funding was allocated towards county marketing as the tourism industry in the county was directly impacted during the pandemic. Pine County is proposing to hire a marketing consultant to create a unified communication and marketing plan by developing a tagline, elevator pitch and website redesign. Five finalists were interviewed--consideration was given to company experience working in greater Minnesota, price, and understanding of the organization. Sauter stated proposals submitted were within the price point range of \$14,900 - \$27,000. The firm with the lowest cost proposal was interviewed, but not selected.

**Motion** by Commissioner Lovgren to approve County Administrator David Minke to enter into a professional service agreement with marketing consultant CivicBrand to create unified communication and marketing plan, and that the Personnel Committee be the committee of jurisdiction to work with county staff and consultant through the process. Second by Commissioner Mohr. Motion carried 4-1, with Commissioner Waldhalm opposing.

### **4. Storm Damage Tax Relief Reimbursement**

County Auditor-Treasurer Kelly Schroeder stated the county was declared a disaster due to damage from the May 30, 2022 storm, which caused extensive property damage. State statutes provides for property tax relief reimbursement upon reassessment of properties damaged by the disaster and application made to the State of Minnesota. Schroeder stated the minimum requirements of those statutes have been met.

**Motion** by Commissioner Ludwig to approve Resolution 2022-54 requesting the reimbursement of property tax relief for storm damaged affected properties. Second by Commissioner Waldhalm. Motion carried 5-0.

### **5. Snake River Comprehensive Watershed Management Plan Submission**

Land and Resources Manager Caleb Anderson stated on October 18, 2022 the county board voted to submit the Snake River Comprehensive Water Management Plan to the Board of Water and Soil Resources (BWSR) for 90-day review. Five of the member counties approved the plan while three did not. At the October 24, 2022 Snake River Watershed 1W1P Policy Committee meeting, the committee voted to amend the language in the plan by striking the following language: ~~Mille Laes Band of Ojibwe owns land in the watershed, which is used for multiple purposes and is important to tribal natural resource, economic and environmental programs. Native American communities of Ne-zhingwaakokaag (Pine City, Pine County), and a portion of Chiminising (Isle, Mille Laes County) and Gaa-zhiigwanabikokaag (Hinckley, Pine County) reside within the watershed~~ and replace with new language: The Snake River

Watershed Plan Partnership acknowledges that there is tribal land ownership within the Snake River Watershed.

**Motion** by Commissioner Lovgren to approve submission of the revised Snake River Comprehensive Watershed Management Plan to the Minnesota Board of Water and Soil Resources. Second by Commissioner Mohr. Motion carried 5-0

The county board also discussed options for Snake Watershed Organization for the 1W1P including (1) a new entity including mix of counties and SWCDs, (2) Policy Committee merges with Snake River Watershed Management Board, (3) Policy Committee delegates management of WBIF to SRWMB, and (4) SWCDs form new entity to administer WBIF. **It was the consensus of the board** that the Snake River Watershed Management Board proceed forward with option 1, organizing a new entity including the four counties and the four Soil and Water Conservation Districts as voting members.

6. **Correction Officer/Dispatcher Memorandum of Understanding Update**

County Administrator David Minke stated the county has met with the Correction Officer/Dispatcher union to negotiate changes to the existing contract related to pay. The county board had indicated support for those changes at the closed meeting held on October 18, 2022. The union has approved the negotiated changes.

**Motion** by Commissioner Lovgren to approve the following three Memorandum of Understanding and authorize the county administrator to sign:

- A. Change of pay grid by removing step 1, effective November 6, 2022
- B. Allow the premium overtime incentive, effective at the Jail Administrator's discretion and expires 12/31/24. This term would not be needed if the jail is fully staffed.
- C. Language change regarding scheduling and shift bidding of senior correction officers, effective immediately.

Second by Commissioner Mohr. Motion carried 5-0.

7. **Commissioner Updates**

Arrowhead Counties Association: Commissioner Ludwig unable to attend.

Snake River Watershed Management Board: Update given at Regular Agenda 5 above.

Lower St. Croix Partnership 1W1P: Did not meet.

East Central Regional Development Commission: Commissioner Waldhalm stated another candidate has expressed interest for Jeanette Kester's position

Manufacturing Tours: Chair Hallan stated a total of 125 students participated from Willow River, East Central, Hinckley-Finlayson, and Pine City schools.

Health Care Leaders Coalition Meeting: Commissioner Lovgren stated a survey was circulated in northern Pine County. Major finding of the survey was food insecurity concern, followed by mental/social wellbeing and workforce insecurities.

Greater Minnesota Parks & Trails Annual Meeting: Chair Hallan stated a very informational presentation was given on Emerald Ash Borer.

NLX: Commissioner Ludwig unable to attend.

Pine County Housing & Redevelopment Authority/Economic Development Authority (HRA/EDA) Joint Meeting with County Board: Chair Hallan stated the HRA/EDA is excited to begin moving forward with projects.

School Districts / PTCC / Pine County Meeting: Commissioner Lovgren stated HHS Director Becky Foss gave a very informative presentation on Family Resource Centers. An optional tour of the Vision Building in Pine City was given.

Zoning Board / County Board Joint Meeting: Chair Hallan stated good discussion took place.

Other

- A. Highway 23 Coalition: Commissioner Lovgren stated one of the 2023 Coalition Priority Projects discussed would be a future 4-lane road construction project from Milaca to Mora.
- B. Mille Lacs Band of Ojibwe/4-H: Commissioner Lovgren reported Jan Derdowski will be going out to the site where MLBO meet with the kids after school and view their programming. Derdowski is hoping to be able to work together on programming.
- C. Childcare meeting: Commissioner Lovgren stated the priorities identified were– local funds for renovations, start up grants, and creation of a recognition dinner for childcare providers.
- D. Public Health: Commissioner Lovgren stated Community Health Services Administrator Sam Lo will be receiving the 2022 Local Public Health Association Emerging Leader Award at the Local Public Health Association conference.
- E. Commissioner Mohr attended the Donor Appreciation event hosted by Pine Technical and Community College. Students who received scholarships spoke at the event.

8. **Other**

Commissioner Waldhalm stated there are still downed trees from the May storm in the I-35 right-of-way near Hinckley and could be a hazard if a vehicle leaves the roadway.

Commissioner Waldhalm asked that the Department of Transportation be contacted to follow up on the tree removal.

9. **Upcoming Meetings**

Upcoming meetings were reviewed.

10. **Adjourn**

With no further business, Chair Hallan adjourned the meeting at 11:34 a.m. The next regular meeting of the county board is scheduled for Tuesday, November 15, 2022 at 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No, Sandstone, 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, November 1, 2022 - 10:00 a.m.  
Pine County Board Room  
635 Northridge Drive NW  
Pine City, 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. County Administrator David Minke and County Attorney Reese Frederickson were present.

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. There was no public comment.

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

**Motion** by Commissioner Mohr to approve the Minutes of October 18, 2022 Regular County Board Meeting and Summary for publication. Second by Commissioner Lovgren. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence

Pine County Surveyor's Monthly Report – October, 2022

**Motion** by Commissioner Lovgren to acknowledge the Minutes of Boards, Reports and Correspondence. Second by Commissioner Mohr. Motion carried 5-0.

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

Approve the following Tobacco Licenses: BP – City of Pine City, Banning Junction Convenience Store-Finlayson Township, Bear Creek Tavern-Arlone Township, Bear's Den-City of Bruno, Beroun Crossing Country Store-Pokegama Township, Casey's General Store #3445-City of Sandstone, Casey's General Store #3520-City of Hinckley, Chris' Food Center-City of Sandstone, Crossroads Convenience Store-Ogema Township, Daggett's Super Valu-City of Hinckley, Dave's Oil Corp-City of Willow River, Denham Run Bar & Grill-City of Denham, Dollar General-City of Hinckley, Dollar General-City of Sandstone, Dollar General-City of Willow River, Duquette General Store-Kerrick Township, Family Dollar Store-City of Hinckley, Family Dollar Store-City of Sandstone, Finlayson Municipal Liquor Store-City of Finlayson, Floppie Crappie-Pokegama Township, Froggies-City of Pine City, Hinckley Firehouse Liquor-City of Hinckley, Holiday Station-City of Hinckley, Holiday Station-City of

Pine City, Holiday Station-City of Pine City, Kornerstore #900-Windemere Township, Kurt's Station-City of Hinckley, Kwik Trip-City of Hinckley, Lucky Seven General Store-City of Hinckley, Minit Mart-Windemere Township, Nickerson Bar & Motel-Nickerson Township, Petry's Bait Company-City of Finlayson, Pine City Tobacco-City of Pine City, Red's Liquor Box-Pokegama Township, Rich's Bar-City of Sandstone, Sandstone Petro Plus-City of Finlayson, Sidetracked-City of Brook Park, Slim's Service, Inc-City of Hinckley, Squirrel Cage-City of Willow River, Super Smokes-City of Hinckley, Speedway #4500-City of Pine City, Tobies Station, Inc-City of Hinckley, Wal-Mart Supercenter #2367-City of Pine City, Figueroa's-City of Askov, Marge's Pub & Grub-City of Brook Park, Mini Mart #1-City of Rock Creek.

Accept a \$23,000 donation from Grand Casino Hinckley to the Sheriff's Office to help offset sheriff's office expenses for 4<sup>th</sup> Quarter 2022.

Approve Resolution 2022-55 authorizing the conveyance/sale of tax-forfeit parcel #42.0238.003 to Pine City for the appraised value of \$1,000 plus miscellaneous sales fees as required.

Authorize the hiring of the following:

- A. Thomas Lindstrom, Highway Maintenance Worker, effective November 7, 2022, Grade 6, Step 1, \$20.49/hour, contingent upon successful background check.
- B. Kenneth Behrens, Highway Maintenance Worker, effective November 7, 2022, Grade 6, Step 1, \$20.49/hour, contingent upon successful background check.
- C. Joesif Okerstrom, full time Corrections Officer, effective November 2, 2022, Grade 7, Step 1, \$21.77/hour.
- D. Emma Ellerman, full time Corrections Officer, effective November 2, 2022, Grade 7, Step 2, \$22.71/hour.
- E. Daniel Pardun, full time Corrections Officer, effective November 2, 2022, Grade 7, step 2, \$22.71/hour.

Authorize the promotion of the following:

- F. Part-time Correction Officers Donald Jammick and Kyle Miller to full-time Correction Officer status, effective November 1, 2022. No change in grade or pay.

Approve the following training: Health Educator Samantha Burch, Public Health Supervisor Jessica Fehlen, and Community Health Services Administrator Samantha Lo to attend the Local Public Health Association Fall Conference and Annual Meeting. Total Cost for all three attendees: Registration: \$350 (registration includes meals), Lodging: \$0, Mileage: \$100.

**Motion** by Commissioner Lovgren to approve County Administrator David Minke to enter into a professional service agreement with marketing consultant CivicBrand to create unified communication and marketing plan, and that the Personnel Committee be the committee of jurisdiction to work with county staff and consultant through the process. Second by Commissioner Mohr. Motion carried 4-1, with Commissioner Waldhalm opposing.

**Motion** by Commissioner Ludwig to approve Resolution 2022-54 requesting the reimbursement of property tax relief for storm damaged affected properties. Second by Commissioner Waldhalm. Motion carried 5-0.

**Motion** by Commissioner Lovgren to approve submission of the revised Snake River Comprehensive Watershed Management Plan to the Minnesota Board of Water and Soil Resources. Second by Commissioner Mohr. Motion carried 5-0

**It was the consensus of the board** that the Snake River Watershed Management Board proceed forward with organizing a new entity including the four counties and the four Soil and Water Conservation Districts as voting members.

**Motion** by Commissioner Lovgren to approve the following three Memorandum of Understanding:

- A. Change of pay grid by removing step 1, effective November 6, 2022
- B. Allow the premium overtime incentive, effective at the Jail Administrator’s discretion and expires 12/31/24. This term would not be needed if the jail is fully staffed.
- C. Language change regarding scheduling and shift bidding of senior correction officers, effective immediately.

Second by Commissioner Mohr. Motion carried 5-0.

With no further business, Chair Hallan adjourned the meeting at 11:34 a.m. The next regular meeting of the county board is scheduled for Tuesday, November 15, 2022 at 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No, Sandstone, 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.**

**MINUTES  
OF THE  
PINE COUNTY BOARD MEETING  
Joint Meeting with the Pine County Housing & Redevelopment / Economic  
Development Authority  
Wednesday, October 26, 2022 - 1:00 p.m.  
North Pine Government Center – 1602 Hwy. 23 No, Sandstone, Minnesota**

**Pine County Commissioners present:** Steve Hallan, Josh Mohr, Terry Lovgren, Matt Ludwig,  
**County Board Member absent:** Commissioner J.J. Waldhalm (excused)

**HRA/EDA Members present:** Mary Kay Sloan, Henry Fischer, Leah Jackson, Traver Gahler,  
Steve Oswald

**Others present:** HRA/EDA Executive Director/County Administrator David Minke, President of SMR Management, Inc. Joleen Pfau (virtual), Economic Development Coordinator Lezlie Sauter, Pine City City Administrator Scott Hildebrand, Sandstone City Administrator Kathy George, Pine City Community Development Director Mike Gainor (virtual), Pine County Land & Resource Manager Caleb Anderson, Pine City EDA Board Member Doug D’Aigle (virtual), Pine City Pioneer Reporter Anna Goldstein.

The meeting was called to order by HRA/EDA Executive Director/County Administrator David Minke at 1:00 p.m.

The HRA/EDA held its annual meeting.

County Board / HRA/EDA Joint Planning Meeting

Economic Development Coordinator Lezlie Sauter gave a presentation on current economic trends and data. The Board established the following goals for 2023:

1. Show that Pine County is ready for development.
2. Evaluate funding to maximize impact on the community.
3. Engage with local jurisdictions within the County.
4. Continue to collaborate with local organizations (schools, business & workforce development, tourism, housing & broadband).

**Adjourn**

With no further business, the meeting at 3:46 p.m. The next regular meeting of the county board is scheduled for Tuesday, November 15, 2022 at 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No, Sandstone, 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

**MINUTES  
OF THE  
PINE COUNTY BOARD MEETING  
Joint Meeting with the Pine County Zoning Board  
Thursday, October 27, 2022 - 4:00 p.m.  
North Pine Government Center – 1602 Hwy. 23 No, Sandstone, Minnesota**

**Pine County Commissioners present:** Steve Hallan, Josh Mohr, Terry Lovgren, JJ Waldhalm, and Matt Ludwig.

**Zoning Board Members present:** Les Orvis, Dirk Nelson, Ryan Clark, Skip Thomson, Patrick Schifferdecker, and Susan Grill.

The meeting was called to order by Chair Hallan at 4:00 p.m.

Land and Resources Manager Caleb Anderson reviewed current cases that have gone to the zoning board and presented information on emerging issues including short term rentals, solar farms, and junk storage.

**Adjourn**

With no further business, the meeting at 5:30 p.m. The next regular meeting of the county board is scheduled for Tuesday, November 15, 2022 at 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No, Sandstone, 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





**MINUTES**  
**PINE COUNTY ZONING BOARD**  
**September 22, 2022, 6:00 p.m.**  
**North Pine Government Center**  
**1602 Hwy 23 N Sandstone, MN**

**Members Present:** Dirk Nelson, Patrick Schifferdecker, Susan Grill, Ryan Clark, Les Orvis Matt Ludwig (ex-officio)

**Members Absent:** Nancy Rys, Skip Thomson

**Staff Present:** Caleb Anderson, Land & Resources Manager, Erin Hoxsie, Office Support Specialist

**Others Present:** Karen Beckers Reppe, Joe Beckers, Brenda and John Perrault, Ron Puppe, Joe Buche, Jan and Skip Garrison, Rick and Kari Turner, John Westerlund, Don Brown via Zoom, Diane Flottesmesch via Zoom

**CALL TO ORDER**

Vice Chair Susan Grill called the meeting to order at 6:00p.m.

**APPROVAL OF AGENDA**

**Motion** by Orvis to approve the agenda. Second by Nelson. Motion carried, 5-0.

**APPROVAL OF MINUTES**

Anderson pointed out there was an unfinished sentence regarding a question Grill asked in the minutes from August 25, 2022, Grill restated what her question was, to be added to the minutes.

**Motion** by Shifferdecker to approve the minutes of the August 25, 2022, meeting as amended. Second by Nelson. Motion carried, 5-0.

**MEYER VARIANCE REQUEST:** 91202 Range Line Rd, Kerrick, PID: 21.0184.000

*The applicant has requested a variance from Section 3.3.1 of the Pine County Zoning Ordinance to construct a seven hundred twenty square foot shed that does not meet the 100' setback from the road centerline.*

This was a continuation from the August 25, 2022, meeting.

Anderson provided a summary of what was discussed at the August 25, 2022, meeting. Since the meeting, Anderson went to the property to get a better feel for how much fill would be needed to make the compliant building site buildable. Anderson found the topography to require 1'-2' of fill instead of the 5' as stated by the applicant. A photograph was provided.

The board rediscussed item #4 on the variance worksheet, "does a practical difficulty exist?". All board members agreed that 1' of fill did not present a practical difficulty to build the structure in a location that would meet road and property line setbacks. Additional findings of fact are found in the August 25, 2022, Pine County Zoning Board minutes.

**Motion by Orvis to deny the variance to construct a 720 square foot shed that does not meet the 100' setback from the road centerline.**

Second by Shifferdecker. Variance denied, 5-0.

**PUPPE CUP REQUEST:** 90278 Shady Oak Lane, Kerrick PID: 16.0151.002

*The applicant has requested to use an existing seasonal recreational dwelling as a vacation rental by owner as required under Section 4.4.3J of the Pine County Shoreland Management Ordinance.*

Anderson walked through the details provided in the staff report. He reminded the board that they could approve either a conditional use permit that would be in perpetuity or an interim use permit that would expire at property conveyance. Anderson stated the septic system was inspected and failed. Ron Puppe said he had contacted excavator Brandon Melzark and there was room to either rebuild the mound and/or increase the size.

Orvis asked if the road was private, if there were signs noting that, and who maintained the road. Mr. Puppe stated that it is a private road with signs stating such. The road is maintained by the property owners, Mr. Puppe contributes financially to the plowing and grading completed by full-time residents. Commissioner Ludwig asked how many people lived on the road, Mr. Puppe stated there are 17 property owners.

The applicant spoke in support of his application, stating the property was a full-time residence until he bought it as a seasonal cabin, but his family does not get up there often enough to justify keeping the property if it can't be used as a short-term rental. The property will be used as a year-round rental and bring money into the local economy. He did not have exact numbers but estimated the property would be rented 50% of the time. He plans to decrease short-term rental usage once his kids have graduated school and start having kids of their own.

Grill asked if renters use Mr. Puppe's pontoon boat or if they bring their own boats. Mr. Puppe responded that on occasion he has allowed renters to use his pontoon, otherwise renters are expected to bring their own boats. Commissioner Ludwig asked how many years until using the cabin as a short-term rental would decrease. Mr. Puppe responded that it would be about 6 years until his family starts to use the cabin more and short-term rentals decrease. Nelson asked how long Mr. Puppe had been operating the property as a short-term rental. Mr. Puppe stated he started renting the property out March 1, 2022. He had contacted the Pine County assessor in February to inform them of his plan to use the property as a short-term rental and asked if he needed any permits, but they told him no. Grill asked if he allowed campers and tents, in addition to house guests, so that more people could stay at the property. Mr. Puppe stated the maximum occupancy for the property is 10. People can bring campers and/or tents if they don't all want to stay in the house, but no more than 10 people are allowed. Anderson stated the septic system is designed for 3-bedrooms which, according to MN SSTS Rules, means 6 people.

Vice Chair Grill opened the public hearing at 6:33pm. Joe Beckers stated his concern of approving a CUP versus an IUP but stated Mr. Puppe has been a good neighbor and the property being used as a short-term rental under his ownership has not been a problem. Karen Beckers Reppe expressed concern about increased usage of the road and would like the County to take over road maintenance. Diane Flottesmesch gets frustrated when renters drive past Mr. Puppe's property onto their private road and expressed concern that short-term renters create a party atmosphere but having a minimum rental period of 1 week might help manage that. Don Brown stated he helps maintain the road in summer and winter and asked what Mr. Puppe's plan was for making sure renters have access to get in and out of property year-round. Mr. Puppe stated he financially contributes to neighborhood road maintenance and pays someone to plow his driveway. The public hearing was closed at 6:42pm.

In review of the project the Board created the following findings based on Section 3.7.2 of the Pine County Shoreland Management Ordinance.

- 1.) The applicant adequately demonstrates they will maintain safe and healthful conditions provided that fireworks aren't used by guests.
- 2.) The project will adequately prevent and control water pollution including sedimentation due to the distance of the home from the water.
- 3.) The existing topographic and drainage features and vegetative cover on the site are adequately planned for.
- 4.) The use does not pose a risk due to floodplains and floodways of rivers and streams. The project is outside of the mapped 100-year floodplain
- 5.) The site does not pose a risk to erosion potential of the site.
- 6.) The location of the site is acceptable with respect to existing or future access roads. The volume of traffic shouldn't be any different than if the property was owner occupied.
- 7.) The visibility of the structures as viewed from the public water is limited.
- 8.) The site plan is adequate for water supply and on-site sewage treatment provided that occupancy matches the septic system capacity.
- 9.) The types and number of watercraft is suitable for the public water as long as they're limited.
- 10.) The proposed use is compatible with the uses on adjacent lands.
- 11.) The proposed disposal system is adequate for the liquid waste to be generated provided occupancy is limited to septic system capacity.
- 12.) The proposed use will not be detrimental to the use and enjoyment or property values of other properties within 500' of the subject property, under appropriate conditions.
- 13.) The site plan provides adequate off-street parking.

**Motion by Nelson to approve an interim use permit to use an existing seasonal recreational dwelling as a vacation rental by owner as proposed, with the following conditions:**

- 1. Occupancy will be limited to septic system capacity.**
- 2. No fireworks.**
- 3. Quiet hours from 11pm-7am.**
- 4. Limit of 2 guest boats.**
- 5. Owner must state in rental contract that trespassing on neighbors' properties is prohibited, and guests must be respectful of the neighborhood.**
- 6. Owner must maintain a local property manager available for guests and complaints.**
- 7. The interim use permit shall expire upon conveyance of the property.**

Second by Shifferdecker. Motion carried, 5-0.

**TURNER VARIANCE REQUEST:** 21903 Horton Dr, Willow River PID: 31.0250.000

*The applicant has requested to create a new lot that does not provide public road frontage consistent with the requirements of Section 4.01A of the Pine County Subdivision and Platting Ordinance.*

Anderson walked through the details provided in the staff report. Orvis expressed concern about the easement being 33 feet, as 66 feet is standard in Royalton Township.

The applicant spoke in support of his application, stating Straightline Surveying informed him a 33 feet easement would be sufficient and acceptable. Mr. Turner wants to sell the front 10 acres with the house and keep the back 61 acres to build his retirement home. Grill stated he would need an easement or a cartway for access to the back acreage. Mr. Turner stated he is proposing an easement across the front 10 acres.

Vice Chair Grill opened the public hearing at 7:18pm. No one from the public spoke. The public hearing was closed at 7:18pm.

In review of the project the Board created the following findings based on MN Statute 394.27.

- 1.) The proposed use is allowed in the zoning district the property lies in.
- 2.) The variance is in harmony with the comprehensive plan and the intent of the Pine County Zoning Ordinance.
- 3.) The variance is consistent with the character of the locality.
- 4.) A practical difficulty, not created by the landowner, exists that prevents them from complying with the ordinance. The road ends at the corner of the property and does not provide a compliant option for subdivision.
- 5.) The proposed use is reasonable because he is providing legal access to both parcels. If the variance is to be denied and the lot is subdivided under the exemption in Section 3.01 of the Pine County Subdivision and Platting Ordinance the County has no tool to ensure that a proper easement is provided.

**Motion by Shifferdecker to approve a variance to create a new lot that does not provide public road frontage as proposed, with the following conditions:**

- 1. The recorded easement must state who is responsible for maintaining the driveway within the easement.**
- 2. A survey of the easement must be recorded with the Pine County recorder.**
- 3. No structures are allowed on the easement.**

Second by Clark. Motion carried, 4-1, with Orvis opposing.

**PERRAULT VARIANCE REQUEST:** 52728 Grindstone Rd, Sandstone: 12.5049.000

*The applicant has requested a variance from Section 5.1.4C(2), to have a guest cottage that is 782 square feet in size, while the ordinance limits guest cottages to 700 square feet.*

Anderson walked through the details provided in the staff report. He stated the duplex lot size requirement for guest cottages of 80,000 sq ft and 225' of lot width. All four of the Perrault's riparian lots provide a total square footage of approximately 50,900 square feet and 325' of lot width and currently have two dwellings. He also described that parcel 12.5049.000 has an existing 782 square foot cabin, that serves as a primary dwelling. The Perraults would like a variance to have a 782 square foot guest cottage so that if a future owner wants to build a modern home, they can utilize the 782 square foot cabin as a guest cottage.

John Perrault stated that the cabin has historic value and is worthy of saving. However, he is concerned that in the future when he sells it, the dwelling (an illegal nonconformity) will not be practical on such a high-priced lot.

Vice Chair Grill opened the public hearing at 7:43pm.

John Westerlund stated he is not concerned about the cabin but is concerned about the future location of a dwelling and any future docks. He remarked that the Notice of Public Hearing was not well written as it did not describe the future condition of the property.

Skip Garrison stated he is the neighbor directly adjacent to the 782 square foot cabin. He asked whether a rental permit would transfer with the cabin when it is sold in the future. He requested that it expire at such time.

Ron Puppe asked how guest cottages are allowed.

Vice Chair Grill closed the public hearing at 7:48pm.

Orvis expressed his concern for whether the lot will provide adequate space for a primary and secondary septic system site. Anderson remarked that holding tanks are allowed for seasonal properties. If the variance is granted a future owner will need a full septic system if they intend to live there. A secondary septic system location is not required for buildability on an existing lot of record. Mr. Perrault stated that he met with a septic system designer on the property, and they reasoned there would be space for a house and a mound system.

In review of the project the Board created the following findings based on MN Statute 394.27.

- 1.) The proposed use is not allowed in the zoning district the property lies in because the ordinance does not provide that guest cottages may serve as vacation rentals.
- 2.) The variance is in harmony with the comprehensive plan and the intent of the Pine County Zoning Ordinance.
- 3.) The variance is consistent with the character of the locality. The property is not in conflict with the character of that area of Grindstone Lake where lots are generally smaller with tighter density of dwellings.
- 4.) A practical difficulty unique to the property, not created by the landowner, does not exist that prevents them from complying with the ordinance. There are many lakeshore lots that do not have adequate lot area to accommodate a guest cottage.
- 5.) The proposed use is not reasonable due to how drastically the subject property does not meet the duplex lot size as required for guest cottages.

**Motion by Clark to deny the variance to parcels 12.5050.000, 12.5049.000, and 12.5048.000, to have a 782 square foot guest cottage.**

Second by Shifferdecker. Variance denied, 4-1, with Nelson opposing.

**PERRAULT CUP REQUEST:** 52728 Grindstone Rd, Sandstone: 12.5049.000

*The applicant has requested to use an existing seasonal recreational dwelling as a vacation rental by owner as required under Section 4.4.3J of the Pine County Shoreland Management Ordinance.*

Anderson shared an abbreviated staff report on the CUP as many of the details were shared in the variance discussion. Brenda Perrault stated that they live next door to the proposed vacation rental, and they already operate the vacation rental across the road. She shared that they meet their guests. They do all the cleaning between guests. As they live at the site, they do not have an interest in obnoxious guests.

Vice Chair Grill opened the public hearing at 8:19pm.

Skip Garrison asked whether the county contacted the lake association about the CUP application. He felt as the first commercial business on Grindstone Lake the lake association would have an interest in the application to share with their membership.

Anderson responded that they did not contact the lake association.

Vice Chair Grill closed the public hearing at 8:24pm.

In review of the project the Board created the following findings based on Section 3.7.2 of the Pine County Shoreland Management Ordinance.

- 1.) The applicant adequately demonstrates they will maintain safe and healthful conditions.
- 2.) The project will adequately prevent and control water pollution including sedimentation. The applicant intends to fix the erosion on the bank.
- 3.) The existing topographic and drainage features and vegetative cover on the site are adequately planned for.
- 4.) The use does not pose a risk due to floodplains and floodways of rivers and streams. The project is outside of the mapped 100-year floodplain.
- 5.) The site does not pose a risk to erosion potential of the site. There is significant existing natural vegetation cover.
- 6.) The location of the site is acceptable with respect to existing or future access roads.
- 7.) The visibility of the structures as viewed from the public water is limited.
- 8.) The site plan is adequate for water supply and on-site sewage treatment.
- 9.) The types and number of watercraft is suitable for the public water. Per the application they will allow guests to bring one boat.
- 10.) The proposed use is compatible with the uses on adjacent lands.
- 11.) The proposed disposal system is adequate for the liquid waste to be generated provided occupancy is limited to septic system capacity.
- 12.) The proposed use is a domestic use as preferred by the ordinance.
- 13.) The proposed use will not be detrimental to the use and enjoyment or property values of other properties within 500' of the subject property, particularly because it will be managed by the owner who lives next door.
- 14.) The site plan provides adequate off-street parking.

**Motion by Schifferdecker to approve an interim use permit to use an existing seasonal recreational dwelling as a vacation rental by owner as proposed, with the following conditions:**

- 1. Occupancy will be limited to septic system capacity.**
- 2. No fireworks.**
- 3. Quiet hours from 11pm-7am.**
- 4. Limit of 1 guest boat.**
- 5. Must maintain natural vegetation screening between cabin and lake as well as between the cabin and the south property line.**
- 6. The interim use permit shall expire upon property conveyance.**

Second by Clark. Motion carried, 5-0.

**PERRAULT CUP REQUEST: 52785 Grindstone Rd, Sandstone: 12.5056.000**

*The applicant has requested to use an existing seasonal recreational dwelling as a vacation rental by owner as required under Section 4.4.3J of the Pine County Shoreland Management Ordinance.*

Anderson highlighted that the neighboring residences are 270'-360' from the subject home. He noted that, as shown in the application, the owner does not provide guests lake access. He also shared that the property has been a rental for three years and is tardy in its application due to a misunderstanding of the shoreland district. Brenda Perrault stated the property is approximately 20% occupied. She meets the renters when they arrive. They've had no complaints and have gotten good reviews on the host websites. They limit occupancy to 10 people. They have a new mound system and have been spreading out the laundry to not over-tax the septic system.

Vice Chair Grill opened the public hearing at 8:44pm.

Joe Buche stated his relatives visited recently and stayed in the rental, as have guests of other residents in the neighborhood. He said the rental is an asset to the neighborhood and the Perraults have done a good job managing it.

Vice Chair Grill closed the public hearing at 8:46pm.

In review of the project the Board created the following findings based on Section 3.7.2 of the Pine County Shoreland Management Ordinance.

- 1.) The applicant adequately demonstrates they will maintain safe and healthful conditions.
- 2.) The project will adequately prevent and control water pollution including sedimentation.
- 3.) The existing topographic and drainage features and vegetative cover on the site are adequately planned for.
- 4.) The use does not pose a risk due to floodplains and floodways of rivers and streams. The project is outside of the mapped 100-year floodplain.
- 5.) The site does not pose a risk to erosion potential of the site.
- 6.) The location of the site is acceptable with respect to existing or future access roads.
- 7.) The visibility of the structures as viewed from the public water is limited.
- 8.) The site plan is adequate for water supply and on-site sewage treatment.
- 9.) The types and number of watercraft is suitable for the public water as the Perraults do not provide lake access.
- 10.) The proposed use is compatible with the uses on adjacent lands.
- 11.) The proposed disposal system is adequate for the liquid waste to be generated provided occupancy is limited to septic system capacity.
- 12.) The proposed use will not be detrimental to the use and enjoyment or property values of other properties within 500' of the subject property, particularly because it will be managed by the owner who lives next door.
- 13.) The site plan provides adequate off-street parking.

**Motion by Schifferdecker to approve an interim use permit to use an existing seasonal recreational dwelling as a vacation rental by owner as proposed, with the following conditions:**

- 1. Occupancy will be limited to septic system capacity.**
- 2. No fireworks.**

3. Quiet hours from 11pm-7am.
4. Boats are to use the public access.
5. The interim use permit shall expire upon property conveyance.

Second by Nelson. Motion carried, 5-0.

**ADJOURN**

Vice Chair Grill adjourned the meeting at 8:53 p.m.



Patrick Schifferdecker  
Zoning Board Secretary



Skip Thomson  
Zoning Board Chair






## AGENDA REQUEST FORM

Date of Meeting: November 15, 2022

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

Agenda Item: October 2022 Cash Balance

Department: Auditor-Treasurer

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

### Background information on Item:

October 2022 Cash Balance Report

### Action Requested:

None- informational purposes only.

### Financial Impact:

N/A

## TREASURER'S CASH TRIAL BALANCE COMPARISON

### YEAR-TO-YEAR COMPARISON

FUND	October 2021 BALANCE	October 2022 BALANCE	DIFFERENCE
1 - GENERAL	4,583,590.04	4,345,728.30	(237,861.74)
12 - H&HS	1,986,089.50	2,127,147.89	141,058.39
13 - ROAD & BRIDGE	1,358,883.90	2,846,247.05	1,487,363.15
19 - COVID RELIEF	2,599,681.37	4,465,818.68	1,866,137.31
22 - LAND	2,266,687.30	2,749,116.76	482,429.46
60 - SELF INSURANCE	573,934.58	44,593.37	(529,341.21)
 TOTAL (incl non-major funds)	 \$25,781,490.63	 \$32,192,125.39	 \$6,410,634.76

The significant increase in Road & Bridge is directly related to project revenues.

The significant increase in COVID Relief Fund is due to receiving the 2nd tranch of ARPA Funds.

The overall decrease in the self-insurance fund is due some very high claims in 2022.

### MONTH-TO-MONTH COMPARISON

FUND	September 2022 BALANCE	October 2022 BALANCE	DIFFERENCE
1 - GENERAL	5,089,699.94	4,345,728.30	(743,971.64)
12 - H&HS	2,516,947.92	2,127,147.89	(389,800.03)
13 - ROAD & BRIDGE	7,869,460.40	2,846,247.05	(5,023,213.35)
19 - COVID RELIEF	4,522,475.88	4,465,818.68	(56,657.20)
22 - LAND	2,693,955.35	2,749,116.76	55,161.41
60 - SELF INSURANCE	71,912.15	44,593.37	(27,318.78)
 TOTAL (incl non-major funds)	 \$27,709,938.00	 \$32,192,125.39	 \$4,482,187.39

Minimal revenue is received during the month of October to the county's major funds. The overall funds increased significantly due to the collection of the 2nd half property taxes which will be settled to the funds in November. Road & Bridge had a major contract payment which resulted in the large decrease from month to month.

\*\*\*\*\* **Pine County** \*\*\*\*\*

**TREASURER'S CASH TRIAL BALANCE**

As of 10/2022



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
<b>1</b> General Revenue Fund	7,845,482.87			
Receipts		908,664.01	6,939,880.54	
Disbursements		537,300.82-	6,777,013.61-	
Payroll		1,110,366.62-	12,029,224.00-	
Journal Entries		4,968.21-	801,553.16	
Settlement		0.00	7,565,049.34	
<b>Fund Total . . . . .</b>		<b>743,971.64-</b>	<b>3,499,754.57-</b>	<b>4,345,728.30</b>
<b>12</b> Health & Human Services	<b>420</b>	H&HS-Income Maintenance		
	2,405,483.31			
Receipts		76,917.61	1,512,058.08	
Disbursements		80,261.24-	844,682.46-	
Payroll		194,255.89-	2,041,987.74-	
Journal Entries		54,688.92	1,142,171.84	
<b>Dept Total . . . . .</b>		<b>142,910.60-</b>	<b>232,440.28-</b>	<b>2,173,043.03</b>
<b>12</b> Health & Human Services	<b>430</b>	H&HS-Social Services		
	1,221,288.88-			
Receipts		190,115.76	3,166,976.33	
Disbursements		27,900.95-	315,581.80-	
SSIS		194,197.17-	2,066,299.80-	
Payroll		280,346.52-	3,006,901.14-	
Journal Entries		83,765.06	2,048,047.07	
<b>Dept Total . . . . .</b>		<b>228,563.82-</b>	<b>173,759.34-</b>	<b>1,395,048.22-</b>
<b>12</b> Health & Human Services	<b>440</b>	Childrens Collaborative (H&HS)		
	0.00			
<b>Dept Total . . . . .</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>12</b> Health & Human Services	<b>481</b>	Public Health (H&HS)		
	1,219,529.84			
Receipts		116,563.21	970,793.08	
Disbursements		15,956.06-	229,468.70-	
Payroll		101,873.34-	1,064,973.93-	
Journal Entries		0.00	162,658.64	

**HHS TOTAL**  
**\$2,127,147.89**

\*\*\*\*\* Pine County \*\*\*\*\*



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TREASURER'S CASH TRIAL BALANCE

As of 10/2022

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<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
<b>Dept Total . . . . .</b>		<b>1,266.19-</b>	<b>160,990.91-</b>	<b>1,058,538.93</b>
<b>12</b> Health & Human Services <b>801</b> Non-Departmental				
	0.00			
<b>Dept Total . . . . .</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund Total . . . . .</b>	<b>2,403,724.27</b>	<b>372,740.61-</b>	<b>567,190.53-</b>	<b>1,836,533.74</b>
<b>13</b> Road & Bridge Fund				
	1,177,956.59			
Receipts		198,040.95	15,132,014.26	
Disbursements		5,013,811.24-	12,655,549.58-	
Payroll		206,636.06-	2,127,871.11-	
Journal Entries		807.00-	90,768.50	
Settlement		0.00	1,228,928.39	
<b>Fund Total . . . . .</b>		<b>5,023,213.35-</b>	<b>1,668,290.46</b>	<b>2,846,247.05</b>
<b>14</b> Ditch Maintenance (Sr) Fund				
	32,311.18			
Settlement		0.00	111.67	
<b>Fund Total . . . . .</b>		<b>0.00</b>	<b>111.67</b>	<b>32,422.85</b>
<b>17</b> Opioid Settlement Funds				
	0.00			
Receipts		40,673.26	40,673.26	
<b>Fund Total . . . . .</b>		<b>40,673.26</b>	<b>40,673.26</b>	<b>40,673.26</b>
<b>19</b> COVID-19 Relief Fund				
	2,550,242.21			
Receipts		50,702.00	3,019,776.83	
Disbursements		103,284.49-	963,558.07-	
Payroll		8,929.36-	92,808.90-	
Journal Entries		4,854.65	47,833.39-	
<b>Fund Total . . . . .</b>		<b>56,657.20-</b>	<b>1,915,576.47</b>	<b>4,465,818.68</b>

\*\*\*\*\* **Pine County** \*\*\*\*\*



**TREASURER'S CASH TRIAL BALANCE**

As of 10/2022

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
<b>22</b> Land Management Fund				
	2,414,449.02			
Receipts		70,242.24	1,257,497.79	
Disbursements		1,695.73-	40,890.98-	
Payroll		13,385.10-	146,214.44-	
Journal Entries		0.00	735,724.63-	
<b>Fund Total . . . . .</b>		<b>55,161.41</b>	<b>334,667.74</b>	<b>2,749,116.76</b>
<b>24</b> SSTS Upgrades				
	310,627.35			
Receipts		250,447.06	555,655.67	
Disbursements		97,726.87-	541,824.13-	
Settlement		0.00	59,492.35	
<b>Fund Total . . . . .</b>		<b>152,720.19</b>	<b>73,323.89</b>	<b>383,951.24</b>
<b>29</b> Children's Collab (H&Hs) Agency Fund	<b>440</b>			
	286,481.20			
Receipts		0.00	100,002.00	
Disbursements		13,000.00-	199,552.71-	
Journal Entries		215.23	759.81	
<b>Dept Total . . . . .</b>		<b>12,784.77-</b>	<b>98,790.90-</b>	<b>187,690.30</b>
<b>Fund Total . . . . .</b>	<b>286,481.20</b>	<b>12,784.77-</b>	<b>98,790.90-</b>	<b>187,690.30</b>
<b>31</b> GO Capital Improvement-Capital Projects				
	522,397.29-			
Receipts		0.00	522,399.00	
Disbursements		8,117.60-	412,371.56-	
<b>Fund Total . . . . .</b>		<b>8,117.60-</b>	<b>110,027.44</b>	<b>412,369.85-</b>
<b>37</b> County Railroad Authority				
	5,055.07			
<b>Fund Total . . . . .</b>		<b>0.00</b>	<b>0.00</b>	<b>5,055.07</b>

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**TREASURER'S CASH TRIAL BALANCE**

As of 10/2022

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<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
<b>38</b> Building Fund				
	326,686.38			
Receipts		160,447.50	179,544.28	
Disbursements		22,852.68-	230,311.49-	
Settlement		0.00	15,111.78	
<b>Fund Total . . . . .</b>		<b>137,594.82</b>	<b>35,655.43-</b>	<b>291,030.95</b>
<b>39</b> 2015A G.O. Jail Bonds				
	1,498,069.87			
Disbursements		0.00	1,103,475.00-	
Settlement		0.00	701,696.77	
<b>Fund Total . . . . .</b>		<b>0.00</b>	<b>401,778.23-</b>	<b>1,096,291.64</b>
<b>40</b> 2020A G.O. Refunding Courthouse Bonds				
	1,281,774.89			
Disbursements		0.00	910,265.00-	
Journal Entries		0.00	19,814.00	
Settlement		0.00	601,028.91	
<b>Fund Total . . . . .</b>		<b>0.00</b>	<b>289,422.09-</b>	<b>992,352.80</b>
<b>41</b> 2017A G.O. CIP Bonds				
	117,947.88			
Disbursements		2,500.00-	326,812.50-	
Settlement		0.00	204,607.04	
<b>Fund Total . . . . .</b>		<b>2,500.00-</b>	<b>122,205.46-</b>	<b>4,257.58-</b>
<b>43</b> Equipment Fund				
	23,196.88			
Settlement		0.00	15,180.55	
<b>Fund Total . . . . .</b>		<b>0.00</b>	<b>15,180.55</b>	<b>38,377.43</b>
<b>44</b> Election Equipment				

\*\*\*\*\* Pine County \*\*\*\*\*



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TREASURER'S CASH TRIAL BALANCE

As of 10/2022

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<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
	68,596.83			
Receipts		178.45	163,283.26	
Disbursements		16,947.43-	231,291.94-	
Payroll		2,994.01-	11,628.20-	
Journal Entries		0.00	5,505.63-	
Settlement		0.00	54,375.22	
<b>Fund Total . . . . .</b>		<b>19,762.99-</b>	<b>30,767.29-</b>	<b>37,829.54</b>
 <b>60</b>	 United Health Care Self Insurance 1/1/21			
	554,149.87			
Receipts		286,654.84	2,955,648.49	
Disbursements		314,799.89-	3,473,462.69-	
Journal Entries		826.27	8,257.70	
<b>Fund Total . . . . .</b>		<b>27,318.78-</b>	<b>509,556.50-</b>	<b>44,593.37</b>
 <b>76</b>	 Group Health Ins Fund 5/1/95 (Gen)			
	567,946.78-			
Receipts		91,971.42	1,020,368.10	
Disbursements		94,733.07-	1,162,131.74-	
Journal Entries		6,487.30	66,276.50	
<b>Fund Total . . . . .</b>		<b>3,725.65</b>	<b>75,487.14-</b>	<b>643,433.92-</b>
 <b>80</b>	 County Collections Agency Fund			
	24,455.46			
Receipts		9,464.50	862,708.11	
Disbursements		34,580.79-	864,440.37-	
Journal Entries		0.00	696.60	
<b>Fund Total . . . . .</b>		<b>25,116.29-</b>	<b>1,035.66-</b>	<b>23,419.80</b>
 <b>82</b>	 Taxes And Penalties Agency Fund			
	1,084,081.10			
Receipts		12,540,579.41	41,336,305.31	
Disbursements		2,149,810.23-	15,758,064.94-	
Journal Entries		6,758.24-	2,603,041.34-	

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\*\*\*\*\* **Pine County** \*\*\*\*\*

**TREASURER'S CASH TRIAL BALANCE**

As of 10/2022



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<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Settlement		0.00	10,445,582.02-	
<b>Fund Total . . . . .</b>		<b>10,384,010.94</b>	<b>12,529,617.01</b>	<b>13,613,698.11</b>
<b>84</b> East Central Drug Task Force Agency Fund				
	100,048.11			
Receipts		4,759.00	182,249.72	
Disbursements		0.00	163,865.83-	
<b>Fund Total . . . . .</b>		<b>4,759.00</b>	<b>18,383.89</b>	<b>118,432.00</b>
<b>89</b> H & Hs Collections Agency Fund	<b>801</b>	Non-Departmental		
	56,002.51			
Receipts		165,590.67	1,155,812.48	
Disbursements		31,411.34-	159,548.38-	
Journal Entries		138,453.98-	949,342.76-	
<b>Dept Total . . . . .</b>		<b>4,274.65-</b>	<b>46,921.34</b>	<b>102,923.85</b>
<b>Fund Total . . . . .</b>	<b>56,002.51</b>	<b>4,274.65-</b>	<b>46,921.34</b>	<b>102,923.85</b>
All Funds .....	21,070,995.47			
Receipts		15,162,011.89	81,073,646.59	
Disbursements		8,566,690.43-	47,364,163.48-	
SSIS		194,197.17-	2,066,299.80-	
Payroll		1,918,786.90-	20,521,609.46-	
Journal Entries		150.00-	443.93-	
<b>Total .....</b>		<b>4,482,187.39</b>	<b>11,121,129.92</b>	<b>32,192,125.39</b>





## AGENDA REQUEST FORM

**Date of Meeting:** November 15, 2022

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

**Agenda Item:** October 2022 Disbursements/Claims Over \$2,000

**Department:** Auditor-Treasurer

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

### Background information on Item:

The attached report shows the totals for all disbursements paid in October 2022 (\$8,760,887.60) by fund. There were 603 total claims, 103 claims that were over \$2,000 to be approved and are individually detailed on the separate listing, and 500 claims under \$2,000 or not needing approval totaling \$2,631,092.45.

### Action Requested:

Consider approving October 2022 disbursements including the individual listing of claims over \$2,000, and 500 claims under \$2,000 or not needing approval totaling of \$2,631,092.45.

### Financial Impact:

N/A

RECAP BY FUND

FUND	AMOUNT	NAME
1	537,300.82	GENERAL REVENUE FUND
12	318,315.42	HEALTH & HUMAN SERVICES
13	5,013,811.24	ROAD & BRIDGE FUND
19	103,284.49	COVID-19 RELIEF FUND
22	1,695.73	LAND MANAGEMENT FUND
24	97,726.87	SSTS UPGRADES
29	13,000.00	CHILDREN'S COLLAB (H&HS) AGENCY FUND
31	8,117.60	GO CAPITAL IMPROVEMENT-CAPITAL PROJECTS
38	22,852.68	BUILDING FUND
41	2,500.00	2017A G.O. CIP BONDS
44	16,947.43	ELECTION EQUIPMENT
60	314,799.89	UNITED HEALTH CARE SELF INSURANCE 1/1/21
76	94,733.07	GROUP HEALTH INS FUND 5/1/95 (GEN)
80	34,580.79	COUNTY COLLECTIONS AGENCY FUND
82	2,149,810.23	TAXES AND PENALTIES AGENCY FUND
89	31,411.34	H & HS COLLECTIONS AGENCY FUND
	8,760,887.60	Total Disbursements

RECAP BY TYPE

TYPE	AMOUNT	NAME
1	8,447,386.87	AUDITOR'S WARRANTS
2	314,157.83	COMMISSIONER'S WARRANTS
3	657.10-	MANUAL WARRANTS, VOIDS, CORRECTIONS
	8,760,887.60	Total Disbursements

Fund	Date	Vendor	Amount
General	10/7/2022	Advanced Correctional Healthcare, Inc	30,808.17
General	10/7/2022	AMAZON CAPITAL SERVICES	2,961.73
General	10/7/2022	Aml Cleaning Service, Inc	4,000.00
General	10/7/2022	East Central Energy Of Braham	21,406.64
General	10/7/2022	MINNESOTA POWER	4,616.54
General	10/7/2022	OWENS COMPANIES INC	6,500.00
General	10/7/2022	Reliance Systems	2,000.00
General	10/7/2022	SGI	10,950.00
General	10/7/2022	SUMMIT FOOD SERVICE MANAGEMENT LLC	9,441.02
General	10/14/2022	BUREAU OF CRIMINAL APPREHENSION	3,480.00
General	10/14/2022	Bureau Of Criminal Apprehension	1,020.00
General	10/14/2022	CLOQUET RIVERSIDE RECYCLING, INC	6,956.20
General	10/14/2022	EMERGENCY SERVICES MARKETING CORP INC	6,205.00
General	10/14/2022	ESSENTIA HEALTH	2,594.50
General	10/14/2022	HOUSTON ENGINEERING INC	5,313.50
General	10/14/2022	Martin-Mcallister,Inc	2,200.00
General	10/14/2022	MN COUNTIES COMPUTER COOP	14,890.95
General	10/21/2022	Advanced Correctional Healthcare, Inc	30,808.18
General	10/21/2022	Aspen Mills	4,422.64
General	10/21/2022	CIT	5,000.00
General	10/21/2022	EVERBRIDGE INC	10,910.49
General	10/21/2022	NORTHSTAR MEDIA INC	3,501.48
General	10/21/2022	OFFICE OF MN.IT SERVICES	5,124.08
General	10/21/2022	PRIMARY PRODUCTS COMPANY	3,741.04
General	10/21/2022	SUMMIT FOOD SERVICE MANAGEMENT LLC	16,483.93
General	10/21/2022	THRIFTY WHITE PHARMACY	4,025.61
General	10/21/2022	Uline	6,105.81
General	10/21/2022	Verizon Wireless	10,369.01
General	10/28/2022	East Central Solid Waste Comm	3,483.75
General	10/28/2022	KRONOS SAASHR INC	2,652.92
General	10/28/2022	NORTHSTAR MEDIA INC	2,442.63
General	10/28/2022	PHOENIX SUPPLY	3,110.25
General	10/28/2022	Purchase Power	4,035.00
General	10/28/2022	Ron's Roll-Off Service	2,600.00
General	10/28/2022	SGI	4,125.00
General	10/28/2022	SUMMIT FOOD SERVICE MANAGEMENT LLC	5,263.51
General	10/28/2022	Uline	3,909.66
HHS	10/7/2022	DEPARTMENT OF CORRECTIONS	2,526.50
HHS	10/7/2022	Phase Inc (Pc Dac) Dac	2,024.92
HHS	10/14/2022	East Central Reg Juvenile Center	8,678.18
HHS	10/14/2022	Family Pathways - North Branch	4,255.00
HHS	10/14/2022	Heartland Girls Ranch	8,493.52
HHS	10/14/2022	Solid Oak Financial Services, LLC	4,050.00
HHS	10/14/2022	Therapeutic Serv Ag Too Inc	3,903.76
HHS	10/21/2022	Sanofi Pasteur Inc	3,693.71

<b>Fund</b>	<b>Date</b>	<b>Vendor</b>	<b>Amount</b>
HHS	10/21/2022	Anoka Co Juv Ctr-Shelter & Dia	8,120.00
HHS	10/21/2022	Central Mn Jobs & Training Services	33,825.84
HHS	10/21/2022	Lighthouse Child & Family Services, LLC	6,513.68
HHS	10/21/2022	Mille Lacs Band Family Services	11,266.01
HHS	10/21/2022	Village Ranch Residential Facility	5,869.80
HHS	10/28/2022	Dhs Maps Ccdtf	4,631.19
HHS	10/28/2022	DHS State Operated Services	14,451.75
HHS	10/28/2022	Minnesota Hoarding	5,470.00
HHS	10/28/2022	North Homes Inc	11,248.20
R&B	10/7/2022	C & T CONTRACTING	3,700.00
R&B	10/7/2022	Rydberg & Sons, Inc.	7,095.00
R&B	10/14/2022	Askov Deep Rock	7,228.91
R&B	10/14/2022	C & T CONTRACTING	2,360.00
R&B	10/14/2022	Cavallin Inc	3,093.57
R&B	10/14/2022	Emergency Automotive Technologies, Inc	3,750.00
R&B	10/14/2022	ERICKSON ENGINEERING CO LLC	2,970.00
R&B	10/14/2022	Knife River Corp	4,492,331.47
R&B	10/14/2022	MCCOY CONSTRUCTION & FORESTRY INC	2,230.81
R&B	10/14/2022	Nuss Truck Group Inc	18,189.27
R&B	10/14/2022	PREMIER OUTDOOR SERVICES OF MINNESOTA	2,745.00
R&B	10/21/2022	Askov Deep Rock	5,730.95
R&B	10/21/2022	MONARCH PAVING	6,264.38
R&B	10/21/2022	NORTHCOUNTRY CHEVROLET BUICK GMC	37,331.40
R&B	10/21/2022	Ziegler Inc.	10,893.14
R&B	10/28/2022	CONTECH ENGINEERED SOLUTIONS LLC	22,918.71
R&B	10/28/2022	DOOLEYS PETROLEUM INC	55,303.36
R&B	10/28/2022	Mn Depart Of Transportation	11,294.69
R&B	10/28/2022	S & R REINFORCING INC	253,047.54
R&B	10/28/2022	Slims Texaco Service	4,206.54
R&B	10/28/2022	TENVORDE FORD	34,513.38
COVID Relief	10/7/2022	Lakes & Pines Comm Act Council	15,122.81
COVID Relief	10/14/2022	Lakes & Pines Comm Act Council	32,411.55
COVID Relief	10/14/2022	Streicher's Inc	3,648.00
COVID Relief	10/21/2022	BOARMAN KROOS VOGEL GROUP INC	7,700.00
COVID Relief	10/21/2022	MESHAKWAD COMMUNITY CENTER	4,700.00
COVID Relief	10/28/2022	CITY OF WILLOW RIVER	15,000.00
COVID Relief	10/28/2022	Lakes & Pines Comm Act Council	94,000.00
COVID Relief	10/28/2022	LHB INC	13,357.82
Septic Fix-up	10/7/2022	L&O INVESTMENTS LLC	23,226.87
Septic Fix-up	10/7/2022	SANDBERG CONSTRUCTION INC	18,000.00
Septic Fix-up	10/28/2022	Rabe Excavating, LLC	17,700.00
Septic Fix-up	10/28/2022	Roberts Excavating	17,500.00
Septic Fix-up	10/28/2022	SANDBERG CONSTRUCTION INC	20,000.00
CIP	10/14/2022	ACCURATE CONTROLS INC	8,117.60
Building	10/7/2022	Rydberg & Sons, Inc.	2,787.90
Building	10/14/2022	MARK HAUG CONSTRUCTION INC	16,887.20

<b>Fund</b>	<b>Date</b>	<b>Vendor</b>	<b>Amount</b>
CIP Bond	10/21/2022	Ehlers & Associates, Inc	2,500.00
Election	10/7/2022	SEACHANGE PRINT INNOVATIONS	16,793.66
Self Insurance	10/14/2022	UNITEDHEALTH GROUP - VOID	308,694.08
Self Insurance	10/21/2022	UNITEDHEALTH GROUP - VOID	6,105.81
Group Insurance	10/14/2022	MEDSURETY, LLC -VOID	4,806.71
Group Insurance	10/21/2022	BLUE CROSS & BLUE SHIELD OF MINNESOTA	5,040.50
Group Insurance	10/21/2022	GUARDIAN	9,179.02
Group Insurance	10/21/2022	MADISON NATIONAL LIFE INS CO INC	4,167.73
Group Insurance	10/21/2022	MEDSURETY, LLC -VOID	3,035.77
Group Insurance	10/28/2022	MEDICAREBLUE RX	5,975.50
Group Insurance	10/28/2022	Mn Life Insurance Company	4,037.20
Group Insurance	10/28/2022	TEAMSTERS JOINT COUNCIL 32	55,620.00



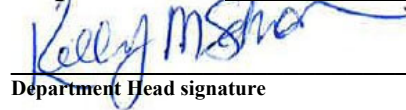
## AGENDA REQUEST FORM

Date of Meeting: November 15, 2022

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

Agenda Item: Tobacco Applications

Department: Auditor-Treasurer



Department Head signature

### Background information on Item:

At the November 1, 2022 County Board the board approved the tobacco licenses. We were unaware at that time there was a change to the Rich's Bar application as it was sold. The license should be issued to WBE of Sandstone DBA Woody's Bar and Off Sale.

### Action Requested:

Acknowledge application.



## AGENDA REQUEST FORM

Date of Meeting: November 15th, 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 Program

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

Department Head signature

### Background information on Item:

The Pine County Sheriff's Office K9 Program received a \$500 donation from the Pine County Township Officers Association.

### Action Requested:

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

### Financial Impact:

These donations will help offset expenditures for the K9 program.



## AGENDA REQUEST FORM

Date of Meeting: 11-15-22



County Board

☒ Consent Agenda

☐ Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐

Personnel Committee



Other \_\_\_\_\_

Agenda Item: MOU with Pine Tech to investigate and enforce crimes

Department: Sheriff

  
Department Head signature

### Background information on Item:

This is a renewal of an agreement to cooperate with Pine Technical and Community College in the investigation and enforcement of crimes.

### Action Requested:

Approve and sign

### Financial Impact:

None



## **MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into effective, November 1, 2022, by and between the State of Minnesota by and through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Pine Technical and Community College (“College”) and Pine County (“County”). The County and the College may, from time to time herein, be collectively referred to as “the Parties.”

WHEREAS, the County and the College have a long history of cooperation regarding their shared mutual interests in a strong, safe, and vibrant community;

WHEREAS, the County has a department, the Sheriff’s Office (PCSO), that is the principal law enforcement agency in Pine County, Minnesota, that exercises such authority and jurisdiction granted by the laws of the State of Minnesota; and

WHEREAS, the Minnesota Legislature recently passed legislation, Minn. Stat. § 135A.15, 2015 Minn. Laws, Ch. 69, Art. 4, Sec. 2, addressing campus sexual assault that, among other things, requires postsecondary institutions and local law enforcement agencies to enter into a memorandum of understanding that delineates responsibilities and requires certain information sharing, in accordance with applicable state and federal privacy laws, about certain crimes.

WHEREAS, the recently passed legislation also requires that local law enforcement agencies cooperate with postsecondary institutions by entering into and honoring the memoranda of understanding required by the new legislation, Minn. Stat. §626.891, 2015 Minn. Laws, Ch. 69, Art. 4, Sec. 3.

WHEREAS, the College has an administrator that serves as the Title IX Coordinator and is responsible for investigating complaints of discrimination and sexual harassment, which includes sexual assault, domestic violence, dating violence and stalking;

WHEREAS, the County and the College agree that crime occurring on campus and in certain areas off campus is a serious problem that warrants the parties’ continued cooperation, collaboration, and communication, to the extent allowable under law, and further agree to assist crime victims and ensure appropriate prosecution of responsible persons when a crime affecting a College student or employee occurs in the County;

WHEREAS, in recognition of the College's obligations under federal law and acknowledgment that the County may, but is not legally required to, provide information to the College, the purpose of this MOU is to acknowledge shared interests between the County and the College and to promote and maintain a continued, harmonious working relationship and cooperative effort between the parties. It is not intended to make one entity responsible or liable for the actions or omissions of any personnel from the other entity, and any such liability or responsibility is expressly denied by the parties; and

WHEREAS, the parties desire to further clarify how the parties may cooperate in the future in certain circumstances as more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

**1. Sexual Assault and other forms of Sexual Violence.** As set forth herein, the parties agree to confer and cooperate, to the extent permitted by law, regarding incidents of sexual violence involving a College student-victim or student-suspect. For purposes of this MOU sexual violence means a continuum of conduct that includes sexual assault, sexual battery, dating and relationship violence, stalking, as well as aiding acts of sexual violence. Nothing in this MOU shall be construed as requiring PCSO to share information with the College if PCSO reasonably believes that doing so would jeopardize its criminal investigation.

a. The College and PCSO will communicate regularly during their respective investigations, to the extent permitted by law. The parties recognize the need to balance the interests of the criminal process and the College's obligations under state and federal law.

b. If necessary to prevent interference with its criminal investigation, PCSO will provide the College a report of sexual violence involving a College student-victim. PCSO will provide College with the victim's name and basic information about the incident upon the written consent of the victim(s). In some cases, the College may need to take immediate interim action to protect the victim(s) and keep the campus safe. However, upon PCSO's request, College will delay taking action to the extent reasonably possible to prevent interference with the criminal investigation. Upon such notice by PCSO, the College will limit information regarding the incident to only those administrative units with a need to know to protect the campus community. In such cases, PCSO will notify College when it has completed its initial investigation and notification to the parties by College will not interfere with the criminal investigation.

c. When College receives a report of sexual violence, it will inform the victim of its coordination with PCSO and will make the victim aware of the victim's right to make a criminal report, if the victim desires. If the victim requests, the College will coordinate and assist the victim in contacting PCSO.

d. The College will provide PCSO with copies of policies and procedures, regarding the College's administrative complaint process, protective measures, campus resources, and information provided to victims regarding preservation of evidence. PCSO agrees that its investigators will strive to provide this information to student-victims interviewed in cases involving sexual violence.

e. Upon request, the parties will provide one another with information and records to the extent allowed or required by law and in accordance with applicable policy.

**2. Domestic Violence and Stalking.** The College agrees to provide PCSO information from the Director of Student Success or Title IX Coordinator(s) about campus resources for victims of domestic violence and/or stalking. PCSO agrees that its investigators will strive to provide this information to student-victims as appropriate.

**3. Collection of Crime Statistics.** The College is required by federal law to collect and publish statistics for reports of certain crimes, including crimes that occur on and around campus. As part of that obligation, the College must request crime statistics from PCSO annually. PCSO agrees to cooperate with the College and undertake reasonable efforts to respond to the College's request for crime statistics.

**4. Emergency Notification and Crime Alerts.**

a. The parties acknowledge that the College is required by federal law to have an emergency notification process to alert the campus community about significant emergencies or dangerous situations that pose an immediate threat to the health or safety of students or employees occurring on campus. The College is also required by federal law to issue timely warnings to alert the campus community about crimes that pose a serious or continuing threat to safety when a crime is ongoing or may be repeated.

b. If PCSO is aware of a significant emergency, dangerous situation, or ongoing crime that poses an immediate threat to the health and safety of the College's students, faculty or staff, PCSO may notify the College so that the College can determine whether an emergency notification or timely warning should be issued by the College.

**5. Training.** The parties agree to collaborate to provide education and training opportunities of interest to the parties. Specific education and training opportunities will be separately agreed to by the parties, and may include the following.

a. The parties agree to share information about education and training opportunities that may be of interest to the other party and to share information from training sessions of mutual interest.

b. The College agrees to provide training to PCSO personnel regarding the College's obligations under federal law, including Title IX, to respond to incidents of sexual violence involving members of the College community. This training may include information about College policies and procedures, the differences between the College's administrative process and the criminal process, College resources, and other information that would be of value to PCSO.

c. PCSO agrees to provide training to College employees, including those with responsibility for investigating and responding to matters of sexual violence and those providing support services to parties involved in matters of sexual violence on agreed upon topics such as preservation of evidence.

d. Upon mutual agreement by the representatives of the parties who are coordinating an education or training program, the parties may extend invitations to community partners to participate in the program.

**6. Periodic Meetings.** The parties agree to meet annually at agreed upon times, or as otherwise agreed to by the parties, to discuss matters relating to this MOU, including:

a. Critically evaluate and discuss the effectiveness of the cooperation of the parties pursuant to this MOU and identify areas for improvement;

b. Review and confirm the accuracy of the information contained on materials (such as the information sheet and victim resource card) handed out pursuant to this MOU; and

c. Discuss any other matters of importance to the parties.

**7. Term.** This MOU is effective on November 1, 2022 or upon the date the final required signature is obtained by College, whichever occurs later, and shall remain in effect until December 31, 2024. The parties shall endeavor to examine this MOU as the end date approaches to ensure compatibility and effectiveness with any changes in laws, policies, or circumstances.

**8. Termination.** Either party to the MOU may terminate it upon 30 days' prior written notice without necessity of demonstrating cause; provided, however, that either party may terminate this MOU immediately upon written notice to the other party in the event that such action is necessary for significant health or safety issues or to comply with applicable law.

**9. Modification.** This MOU may be modified only in a writing signed by both parties.

10. **Severability.** If any provision of this MOU is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this MOU shall not be affected and shall be read as if the MOU did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.

11. **Assignment.** Neither party may assign nor transfer any rights or obligations under this MOU without the prior written consent of the other party.

12. **Liability.** Each party is responsible for its own acts and behavior and the results thereof. College's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.

13. **No Third Party Beneficiary.** This MOU is not intended to benefit any third party, nor shall any person who is not now or in the future a party hereto be entitled to enforce any of the rights or obligations of a party under this MOU.

14. **Government Data Practices Act.** The Parties must comply with the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13, as it applies to this MOU.

15. **Applicable Law.** This MOU shall be governed and interpreted in accordance with the laws of the State of Minnesota.

**IN WITNESS WHEREOF**, the undersigned hereto have executed this Memorandum of Understanding this \_\_\_\_ day of \_\_\_\_\_, 2022.

**Pine County Board Chair(s)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

**Pine County Sheriff**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

**Pine Technical and Community College**

  
Signature

  
Print Name and Title



**STATE OF CALIFORNIA**  
**OFFICE OF THE**  
**ATTORNEY GENERAL**  
**ROB BONTA**  
**ATTORNEY GENERAL**



**STATE OF NEW JERSEY**  
**OFFICE OF THE**  
**ATTORNEY GENERAL**  
**MATTHEW PLATKIN**  
**ACTING ATTORNEY**  
**GENERAL**



**COMMONWEALTH OF**  
**PENNSYLVANIA**  
**OFFICE OF THE**  
**ATTORNEY GENERAL**  
**JOSH SHAPIRO**  
**ATTORNEY GENERAL**

September 9, 2022

***Via Federal eRulemaking Portal***  
The Honorable Dr. Miguel Cardona  
Secretary  
U.S. Department of Education  
400 Maryland Avenue, S.W.  
Washington, D.C. 20202

RE: Comment on Proposed Rule Regarding Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance—Docket ID ED-2021-OCR-0166, RIN 1870-AA16, 87 Fed. Reg. 41,390 (July 12, 2022)

Dear Secretary Cardona:

On behalf of California, New Jersey, Pennsylvania, Connecticut, Delaware, District of Columbia, Illinois, Iowa, Maine, Maryland, Massachusetts, Michigan, Minnesota, Nevada, New York, North Carolina, Oregon, Rhode Island, Vermont, and Washington (“the States”), we write to express our strong support for the Department of Education’s (“the Department”) Notice of Proposed Rulemaking, *Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance* (“the Proposed Rule”), published in the Federal Register on July 12, 2022, 87 Fed. Reg. 41,390. As Attorneys General, charged with enforcing laws prohibiting sexual violence and discrimination, we take the enforcement of Title IX and prevention of discrimination very seriously. It is critical that our students have the ability to learn in a safe environment, free from sex-based violence and discrimination. The Department’s much-needed action will reverse many of the critical missteps in the Department’s 2020 rulemaking, which have harmed and continue to harm our schools and our student community. *Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*, 85 Fed. Reg. 30,026 (May 19, 2020) (the “2020 Amendments”).<sup>1</sup>

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<sup>1</sup> Many of the state signatories to this letter are plaintiffs in a legal challenge to the 2020 Amendments on the grounds that they were arbitrary, capricious, and contrary to law, in violation of the Administrative Procedure Act, 5 U.S.C. § 706.

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enforcement of Titles VI and VII of the Civil Rights Act of 1964.<sup>13</sup> For decades, the Department's policies consistently reaffirmed several fundamental requirements for how schools must address sexual harassment.<sup>14</sup> These documents explained that under Title IX, schools were obligated to: (1) take affirmative steps to prevent, end, and remedy sexual harassment, defined as unwelcome conduct of a sexual nature that is so severe, persistent, *or* pervasive that it adversely affects a student's ability to participate in or benefit from the school's program or activity; (2) address harassment committed outside an education program or activity if it creates a hostile environment *in* an education program or activity; and (3) adopt a prompt and equitable grievance procedure, which could be incorporated into existing codes of conduct and procedures.<sup>15</sup>

The Proposed Rule's return of Title IX standards to their longstanding prior form promotes the uniformity and consistency of federal laws.<sup>16</sup> This is again in contrast to the 2020 Amendments, which create notable disparities between the standards applied to Title IX discrimination claims and those applied to discrimination claims under Title VI and Title VII.<sup>17</sup> This difference in approach is inconsistent with prior directives from Congress and the United States Supreme Court, both of which made explicit that Title IX standards were modeled on, and meant to be consistent with, the standards of Title VI from which the 2020 Amendments diverge.<sup>18</sup> The 2020 Amendments also create the unjustifiable (and unjustified) result that school *employees* are provided greater protection from sexual harassment than school students.<sup>19</sup> The Proposed Rule

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<sup>13</sup> *E.g., Meritor Sav. Bank, FSB v. Vinson*, 477 U.S. 57, 67 (1986) (Title VII); *Racial Incidents and Harassment Against Students at Educational Institutions; Investigative Guidance*, 59 Fed. Reg. 11,448, 11,449-51 (Mar. 10, 1994).

<sup>14</sup> *Sexual Harassment Guidance: Harassment of Students by Sch. Emps., Other Students, or Third Parties*, 62 Fed. Reg. 12,034 (Mar. 13, 1997) (1997 Guidance); *Revised Sexual Harassment Guidance: Harassment of Students by Sch. Emps., Other Students, or Third Parties*, 66 Fed. Reg. 5512 (Jan. 19, 2001, rescinded Aug. 2020) (hereinafter: 2001 Policy); Stephanie Monroe, Assistant Sec'y for Civil Rights, U.S. Dep't of Educ., Office for Civil Rights, Dear Colleague Letter (Jan. 25, 2006, rescinded Aug. 2020) (2006 Letter); Russlyn Ali, Assistant Sec'y for Civil Rights, U.S. Dep't of Educ., Office for Civil Rights, Dear Colleague Letter (Apr. 4, 2011, withdrawn Sept. 22, 2017) (2011 Letter); U.S. Dep't of Educ., *Q&A on Title IX and Sexual Violence* (Apr. 24, 2014, withdrawn Sept. 22, 2017) (2014 Q&A); U.S. Dep't of Educ., *Q&A on Campus Sexual Misconduct* (Sept. 2017, rescinded Aug. 2020) (2017 Q&A).

<sup>15</sup> *Id.*

<sup>16</sup> See Section I.C., *infra*.

<sup>17</sup> 85 Fed. Reg. 30,529 (justifying differences by asserting that Title VI was not a "comparator[s]" to Title IX).

<sup>18</sup> *E.g., Cannon*, 441 U.S. 677 at 704 ("Title IX, like its model, Title VI"); *Sex Discrimination Regulations, Review of Regulations to Implement Title IX, Hearings before the Subcomm. on Postsecondary Educ. of the H. Comm. on Educ. and Labor*, 94th Cong., 1st Sess., 170 (1975) (Statement of Sen. Bayh) (in setting up "an identical administrative structure" Congress intended to provide the "same coverage" and "same statutory scope for Title IX as for Title VI").

<sup>19</sup> Title VII continues to protect employees, including student employees, from sexual harassment that is "sufficiently severe *or* pervasive to alter the conditions of the victim's employment," *Vinson*, 477 U.S. 57 at 67, whereas the 2020 rule only protects against harassment that is severe *and* pervasive; see also 34 C.F.R. § 106.30(a).



and that interpretation of Title IX is in line with Supreme Court precedent on Title VII.<sup>25</sup> 87 Fed. Reg. 41,411 (explaining longstanding Department policy that Title IX applies to harassment based on sexual orientation, sex stereotyping, gender-based harassment, and pregnancy or related condition, regardless of the sex of the alleged harasser). However, the 2020 Amendments fail to specifically codify prohibitions on sex-based harassment, relying instead on incomplete and inadequate clarifications in the preamble.<sup>26</sup> The Department has now concluded that this was insufficient to protect students from harassment.<sup>27</sup> We agree.

*Second*, the States welcome the Proposed Rule's return to the Department's longstanding definition of "hostile environment harassment" as "unwelcome sex-based conduct that is sufficiently severe *or* pervasive, that, based on a totality of the circumstances and evaluated subjectively and objectively, denies or limits a person's ability to participate in or benefit from the recipient's education program or activity."<sup>28</sup> The Proposed Rule rightly finds that the 2020 Amendments, including their far narrower definition of hostile environment harassment, "do not adequately promote full implementation of Title IX's prohibition on sex discrimination, including sex-based harassment," and the States applaud the Proposed Rule's expanded definition of what constitutes sex-based harassment.<sup>29</sup>

Over the objections of many stakeholder commenters,<sup>30</sup> the 2020 Amendments departed from historical Department practice and interpretation by requiring that hostile environment harassment involve sexual harassment that is "so severe, pervasive, *and* objectively offensive that it effectively denies a person equal access to" education,<sup>31</sup> in order to be covered by Title IX. The result was one that the Department itself predicted—an undermining of schools' attempts to stop

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*IX Coordinators* (Apr. 24, 2015), <https://tinyurl.com/4xwnkwsu> ("In addition, a recipient should provide Title IX coordinators with access to information regarding . . . incidents of sex-based harassment. Granting Title IX coordinators the appropriate authority will allow them to identify and proactively address issues related to possible sex discrimination as they arise."); *see also* Comment Letter of 19 State Attorney General, in response to proposed rule, *Non Discrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance*, 83 Fed. Reg. 61,462, at 16 (Jan. 30, 2019), <https://tinyurl.com/2578z6c5> (hereinafter: States' 2019 Comment Letter).

<sup>25</sup> *See, e.g., Oncale v. Sundowner Offshore Serv., Inc.*, 523 U.S. 75, 81–82 (1998); EEOC, *Sex-Based Discrimination*, <https://tinyurl.com/mw9uy9az> ("Harassment does not have to be of a sexual nature, however, and can include offensive remarks about a person's sex.").

<sup>26</sup> The 2020 Amendments state that sexual harassment on the basis of sexual orientation is prohibited by Title IX and that gender-based harassment is also prohibited, but do not prohibit other forms of sex-based harassment. 85 Fed. Reg. 30,178–79. It clarified in the preamble, without including in the regulations, that this could include conduct based on sex or sex stereotyping. *Id.* at 30,179.

<sup>27</sup> 87 Fed. Reg. 41,411.

<sup>28</sup> *Id.* at 41,568–69 (proposed § 106.2 (sex-based harassment) (emphasis added); *see also* 1997 Guidance at 12,034 (explaining that "[i]n order to give rise to a complaint under Title IX, sexual harassment must be sufficiently severe, persistent, *or* pervasive that it adversely affects a student's education or creates a hostile or abusive educational environment.") (emphasis added)).

<sup>29</sup> 87 Fed. Reg. 41,407.

<sup>30</sup> Comment letters in response to 83 Fed. Reg. 61,462: Cal. Dep't of Educ. Comm. at 1–2; SFUSD Comm. at 2; SSA Comm. at 2, 4.

<sup>31</sup> 34 C.F.R. § 106.30(a) (emphasis added).

nature.”<sup>39</sup> And in 1997, the Department explicitly recognized that sexual harassment results from conduct that is “sufficiently severe, persistent, or pervasive [such] that it adversely affects a student’s education or creates a hostile or abusive educational environment.”<sup>40</sup> This consistent understanding of what constitutes sexual harassment persisted for three decades, as the Department developed more specific guidance for enforcement of Title IX.<sup>41</sup> The Department has consistently required that schools take “prompt and effective” measures to address a hostile school environment resulting from sex-based harassment.<sup>42</sup>

The 2020 Amendments sharply deviated from this otherwise consistent enforcement history based on the rationale that the “administrative standards governing recipients’ responses to sexual harassment should be generally aligned with the standards developed by the Supreme Court in cases assessing liability under Title IX for money damages in private litigation.”<sup>43</sup> However, recognizing the broad scope of Title IX’s protections, the Supreme Court expressly acknowledged that the Department has regulatory authority to “promulgate and enforce requirements that effectuate [Title IX’s] nondiscrimination mandate,” even if those requirements do not give rise to a claim for money damages in private actions.<sup>44</sup> Furthermore, the Supreme Court made clear that its “central concern” in articulating more stringent standards for Title IX lawsuits was that private parties could seek “unlimited recovery of damages under Title IX,”<sup>45</sup> which is not a concern in administrative enforcement because money damages are not at issue at all. Indeed, the Court made clear that administrative enforcement of Title IX may differ from the standards for money damages.<sup>46</sup> The Department has now rightly recognized that the rationale underlying the 2020 Amendments was a “depart[ure] in many respects from OCR’s prior longstanding guidance that had been developed to ensure a recipient’s implementation of Title IX’s protections.”<sup>47</sup>

*Third*, the States support changes the Proposed Rule makes with regard to “quid pro quo harassment.” In 2020, the Department concluded that “quid pro quo harassment” could be

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<sup>39</sup> *Id.* at 41,405.

<sup>40</sup> See 1997 Guidance, 62 Fed. Reg. 12,034. As the Supreme Court recognized in *Cannon*, Title IX is patterned after Title VI, except for the substitution of the word “sex.” 441 U.S. 677, 694-95. As noted above, Title VI has long recognized hostile environment harassment.

<sup>41</sup> 87 Fed. Reg. 41,405-07 (explaining history of the Department’s Title IX sexual harassment enforcement); States’ 2019 Comment Letter at 13-17 (demonstrating consistent application of “sexual harassment” definition under Title IX).

<sup>42</sup> See 2001 Policy at 14 (“If a school otherwise knows or reasonably should know of a hostile environment and fails to take prompt and effective corrective action, a school has violated Title IX even if the student has failed to use the school’s existing grievance procedure or otherwise inform the school of the harassment.”); see also *Racial Incidents and Harassment Against Students at Educational Institutions*, 59 Fed. Reg. 11,448, 11,449, 11,451 n.2 (Mar. 10, 1994).

<sup>43</sup> 83 Fed. Reg. 61,466.

<sup>44</sup> *Gebser v. Lago Vista Indep. Sch. Dist.*, 524 U.S. 274, 292 (1998).

<sup>45</sup> *Id.* at 286-87.

<sup>46</sup> *Id.* at 292 (noting that federal agencies could continue to “promulgate and enforce requirements that effectuate the statute’s non-discrimination mandate . . . even if those requirements” would not be enforceable for money damages).

<sup>47</sup> 87 Fed. Reg. 41,407.

to their campus needs and resources. The States also welcome the Department's streamlining of the K-12 complaint and grievance process, which takes some steps to address the onerous and impractical requirements of the 2020 Amendments while maintaining standards in line with due process requirements.

**1. The Proposed Rule's general standards and procedures for resolving all Title IX complaints ensure that Title IX's protections are fully enforced.**

The 2020 Amendments impose inflexible and prescriptive complaint, investigation, and hearing procedures,<sup>54</sup> and limit the conduct that schools can address under Title IX by restricting which persons may file a complaint and excluding conduct that occurs outside of a school's program or activity.<sup>55</sup> Hence, the Department's inclusion of the comprehensive general definition section furthers Title IX's purposes by standardizing the procedures governing all forms of sex discrimination, including sex-based harassment, and eliminates confusion regarding the scope of actionable harassment for schools.

*Program or Activity.* For purposes of sexual harassment complaints alone, the 2020 Amendments narrowly define an "education program or activity" under §§ 106.30, 106.44 and 106.45 as "locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the harassment occurs" and "any building owned or controlled by a student organization that is officially recognized by a postsecondary institution."<sup>56</sup> The 2020 Amendments then require a school to dismiss a formal complaint if the alleged sexual harassment did not occur in the school's "education program or activity, or did not occur against a person in the United States," even if there was a nexus to the school.<sup>57</sup> These requirements thereby undermine (and do not effectuate) Title IX, because harassing conduct taking place outside a school's education program or activity can nevertheless cause someone to "be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any education program or activity."<sup>58</sup> Similarly, sexual harassment outside the United States may have direct consequences inside the United States that are prohibited under Title IX because they result in a student being "denied the benefits of" and "excluded from participating in" an education program or activity. Hence, the Department acted in a manner inconsistent with Title IX's mandate by categorically barring schools from moving forward with Title IX complaints alleging harassment outside the school's education program or activity or outside the United States.

The Proposed Rule corrects these errors in two ways. First, it abandons the notion that sexual harassment complaints should be assessed under a higher standard to determine whether conduct violated Title IX. Second, it clearly states that a school is obligated to address a complaint

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<sup>54</sup> 34 C.F.R. §§ 106.30(a) (formal complaint); 106.45(b) (grievance process).

<sup>55</sup> *Id.* at §§ 106.30(a) (sexual harassment); 106.30(a) (formal complaint); 106.44(a).

<sup>56</sup> *Id.* at § 106.44(a).

<sup>57</sup> *Id.* at § 106.5(b)(3).

<sup>58</sup> 20 U.S.C. § 1681(a).

was of particular concern in the K-12 context where most complaints are made orally in the first instance at a school-site. Moreover, educational institutions in several of the States have reported that students in higher education are also at times hesitant to submit a written, signed complaint for fear of retaliation, especially with the level of detailed disclosure required. One state college has yet to move a single case through the entire grievance process as most complainants do not wish to proceed with a formal complaint. The Proposed Rule also remedies the 2020 Amendments' unjustified prohibition against certain third-party complaints,<sup>67</sup> thereby better effectuating Title IX's intent by increasing the possibility that harassment is addressed when it occurs.

*Supportive Measures.* The States also support the Department's proposed definition of "supportive measures" under proposed Section 106.2, along with its sufficiently clear requirements provided under proposed Section 106.44(g). Under the 2020 Amendments, supportive measures cannot unreasonably burden the respondent,<sup>68</sup> and, as a result, they sometimes did not offer the support and accountability necessary to promptly and effectively protect students. The Proposed Rule clarifies that supportive measures can include "temporary measures that burden a respondent," but only when such measures are "imposed for non-punitive and non-disciplinary reasons," "designed to protect the safety of the complainant or the recipient's educational environment, or deter the respondent from engaging in sex-based harassment, and may be imposed only if the respondent is given the opportunity to seek modification or reversal of them."<sup>69</sup> When schools implement supportive measures that burden respondents, they are to be determined on a case-by-case basis by recipients, and respondents can seek modifications of the supportive measures.<sup>70</sup> This new definition, and the ability for review where a burden is identified, is fair to both parties because it allows a school to promptly and effectively protect the complainant during the grievance procedures while ensuring that any temporary burdensome measures be imposed only if the respondent is given an opportunity to seek modification or reversal of them.<sup>71</sup>

*Prompt and Equitable Resolution.* Along with the proposed supportive measures, the Department's Proposed Rule requires schools to take "prompt and effective" action to end discrimination, prevent its recurrence, and remedy its effects.<sup>72</sup> The States strongly support the Department's overall efforts to create and maintain school environments free from sex discrimination by returning to its prior longstanding policy of permitting schools to create "prompt and equitable" processes to address all forms of sexual harassment and to investigate and resolve harassment allegations.<sup>73</sup> In 2020, the Department abruptly departed from that policy and implemented the "deliberate indifference" standard, which did not require schools to act proactively to address sex discrimination or prevent harassment. The 2020 Amendments only require a school to provide supportive measures and provide a complainant with information about the grievance procedures in the absence of a formal complaint.<sup>74</sup> In other words, without a formal

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<sup>67</sup> See 87 Fed. Reg. 41,557 (proposed § 160.2).

<sup>68</sup> 34 C.F.R. § 106.30(a).

<sup>69</sup> 87 Fed. Reg. 41,421 (proposed § 106.2).

<sup>70</sup> *Id.* at 41,573-74 (proposed § 106.44(g)).

<sup>71</sup> *Id.* (proposed § 106.44(g)(4)).

<sup>72</sup> *Id.* at 41,572-75 (proposed § 106.44).

<sup>73</sup> 62 Fed. Reg. 12,040; 2001 Guidance at 14, 19-21.

<sup>74</sup> 34 C.F.R. § 106.44(a).

engaged in sex discrimination against a student or where doing so would conflict with Federal, State or local law.<sup>82</sup>

*Grievance Procedures.* Prior to 2020, the Department's policies consistently emphasized that effective grievance procedures are not only essential to addressing complaints of sex discrimination, but that they are also excellent preventive mechanisms that demonstrate a school does not tolerate discrimination.<sup>83</sup> The 2020 Amendments broke with this tradition by imposing prescriptive, cumbersome, and inflexible grievance process on all schools solely for sexual harassment. And many stakeholders, including the States, raised concerns that the Amendments' grievance procedures failed to effectuate Title IX's nondiscrimination mandate.<sup>84</sup> The Proposed Rule's streamlined grievance procedures instead provide for the prompt and equitable resolution of all complaints of sex discrimination, not just sexual harassment. They include key safeguards, such as a requirement that any investigator, Title IX Coordinator, or decisionmaker be impartial, to ensure a fair process for all parties.<sup>85</sup> As discussed further below, the States specifically support the Proposed Rule's: (1) removal of inflexible timeframes; (2) preference for the preponderance of the evidence standard; and (3) privacy protections.

The States support the removal of inflexible timeframes imposed under the 2020 Amendments and the Proposed Rule's decision to give schools greater flexibility to set reasonable timelines for prompt resolution of complaints. The 2020 Amendments' grievance procedures imposed a time-consuming multi-step process, which substantially lengthened schools' investigations.<sup>86</sup> For example, the 2020 Amendments require schools to give the parties at least 10 days to submit a response after reviewing the evidence. The investigator then prepares a requisite investigative report based on the parties' responses and must provide it to the parties at least 10 days prior to the hearing.<sup>87</sup> The States have observed that their schools have spent an exorbitant amount of time administratively to meet the strict Title IX criteria with little benefit to the parties, and with adverse consequences for their ability to effectively address the harms to the complainant and stop the sex-based discrimination. We therefore commend the Department's efforts to

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<sup>82</sup> *Id.* at 41,574-75 (proposed § 106.44(k)(1)).

<sup>83</sup> 62 Fed. Reg. at 12,038, 12,040; 2001 Policy at 14.

<sup>84</sup> *See, e.g.*, 87 Fed. Reg. 41,395-97, 41,409, 41,457-58, 41,501.

<sup>85</sup> *See id.* at 41,575 (proposed § 106.45(b)).

<sup>86</sup> *See* 34 C.F.R. §§ 106.45(b)(2)(i)(B) (requiring formal written notice to the parties "with sufficient time to prepare a response before any initial interview"); 106.45(b)(5)(v) (requiring sufficient time for the prepare to participate meetings, including interviews and hearings, after written notice); 106.45(b)(5)(vi) (requiring an opportunity for the parties to inspect and review any evidence and afford "at least 10 days to submit a written response, . . . prior to completion of the investigative report"); 106.45(b)(5)(vii) (an investigation report to be created at least 10 days prior to a hearing and each party should be given a copy for review and written response); *see also* 87 Fed. Reg. 41,458 (noting stakeholders' concerns that a process that may have taken days under an elementary or secondary school's previous grievance procedures would take several months under the 2020 Rule's time-consuming requirements); *id.* at 41,501 (noting a commentator's concern that the process could add a "delay of nearly one month between the close of interviews and the start of a hearing").

<sup>87</sup> 34 C.F.R. §§ 106.45(b)(5)(vi); 106.45(b)(5)(vii).

Education Rights and Privacy Act (FERPA), when required by other laws, or to carry out the purpose of Title IX.<sup>98</sup>

However, the States suggest that the Department clarify Section 106.45(e) of the Proposed Rule regarding consolidated complaints to further ensure parties' privacy. Currently, the Proposed Rule allows a school to unilaterally consolidate complaints that "arise out of the same facts or circumstances."<sup>99</sup> The Department has long recognized that records relating to sexual harassment complaints may not be disclosed to third parties.<sup>100</sup> But the Proposed Rule's consolidation provision raises the concern that evidence about *all* students involved in a consolidated complaint must be disclosed to *all* parties and to each party's advisor. If records contain information about multiple students, FERPA—which generally forbids the disclosure of information from a student's "education record," including disciplinary records without consent of the student (or the student's parent)—only allows a student and their parents to review the parts of other students' records that relate directly to the reviewing student.<sup>101</sup> The Department's longstanding policy had been that FERPA permits disclosure of a statement containing information related to other students only if the related information cannot be segregated or redacted without destroying meaning.<sup>102</sup> The Department should consider clarifying the Proposed Rule's consolidation provision to ensure compliance with FERPA and to safeguard parties' privacy.

**2. The proposed grievance procedures for sex-based harassment proceedings in higher education reinforce Title IX's antidiscrimination mandate while ensuring a fair process for complainants and respondents.**

Section 106.46 of the Proposed Rule, which applies to sex-based harassment proceedings in higher education, brings Title IX sex-based harassment investigations and grievance procedures in higher education in line with civil rights law and Title IX's intent to rid higher education of sex discrimination. For institutions of higher education, implementing the onerous procedures required by the 2020 Amendments created a two-fold problem. First, it imposed rigid and inflexible requirements for Title IX sexual harassment proceedings alone. This was not only costly and onerous to implement, but it significantly prolonged the time to complete a single proceeding. Second, by imposing rigid requirements, it chilled reporting and discouraged complainants, making campuses less safe. The Department has demonstrated that it is grappling with those concerns, which have been repeatedly raised since 2018.<sup>103</sup>

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<sup>98</sup> *Id.* at 41,574 (proposed § 106.44(j)).

<sup>99</sup> *Id.* at 41,576 (proposed § 106.45(e)).

<sup>100</sup> *See, e.g.,* U.S. Dep't of Educ., Letter from Dale King, Dir. of Family Policy Compliance Off. (Nov. 6, 2015).

<sup>101</sup> 20 U.S.C. § 1232g(a)(1)(A), (a)(4)(A)(i), (b); *see also* 34 C.F.R. § 99.12 (imposing similar requirements).

<sup>102</sup> *See* Family Educ. Rights and Privacy, 73 Fed. Reg. 74,806, 74,832-33 (Dec. 9, 2008).

<sup>103</sup> 87 Fed Reg. 41,395 (acknowledging that "stakeholders revealed . . . areas of concern and confusion following the implementation of the 2020 amendments," and that "aspects of the new requirements were not well-suited to some or all educational environments or to effectively advancing Title IX's nondiscrimination mandate").



10-day review processes incorporated into the 2020 Amendments.<sup>108</sup> Consistent with other schools' experiences, the University of Massachusetts reports, the multiple 10-day review processes have made the review periods considerably slower. Schools also report expending up to \$18,000 to hire decisionmakers for a single hearing. Washington schools report having to hire outside investigators, hearing officers and advisors. Even for schools that have only moved a few cases through the grievance process, the costs have been enormous. The Association of Proprietary Colleges in New York, smaller institutions focused on providing education access to under-represented students, report that the live hearings have created "large burdens" because most offices have limited numbers of full-time staff and struggle to recruit, train, and retain volunteers, thus leaving the responsibility to fulfill the necessary roles on a small number of individuals. Some of these schools report spending \$10,000 to \$16,000 per hearing on a hearing officer alone. This is untenable, particularly for smaller schools with smaller budgets. California schools report that the proposed rules will allow them to more properly staff the investigative and hearing processes and will create greater equity for their students. The 2020 Amendments have thus resulted in the "protracted and unwieldy hearings" that the States warned of in 2019.<sup>109</sup> By making hearings optional and less prescriptive, the Proposed Rule will reduce the financial burden associated with processing complaints.

Higher education institutions also report that the 2020 Amendments have, as predicted, created a chilling effect on campus. The success of Title IX's enforcement scheme relies on "individual reporting."<sup>110</sup> The live hearing requirement has acted as a deterrent and discouraged potential complainants from filing a complaint and pursuing the grievance procedures, undermining the purpose of Title IX's enforcement scheme. Making hearings optional allows smaller schools to assess both their resources and the campus needs to address sex-based harassment complaints in a manner that meets their community's circumstances. On smaller campuses, where students may fear particular risks of retaliation or reputational damage, schools may seek alternatives to live hearings in order to encourage reporting and prevention of sex-based harassment.

*Second*, the States welcome the flexibility that the Proposed Rule would introduce into the cross-examination process. The 2020 Amendments' cross-examination requirement has had a documented chilling effect. One Washington campus reports that when discussing resolution options with sexual harassment complainants, nearly 90 percent say they do not want to participate in a live hearing with cross-examination. The requirement discourages complainants from pursuing the grievance process under Title IX and potentially re-traumatizes victims of harassment.<sup>111</sup> The Commission of Independent Colleges and Universities (CICU) in New York has noted that "despite institutions' best efforts" cross-examination by advisors "has proven to be adversarial and harmful to students participating in good faith in the process." The length of their hearings (no less than six hours) has also required students to miss classes or required weekend hearings. Some Illinois schools report that respondents, complainants, and witnesses have declined

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<sup>108</sup> See 34 C.F.R. § 106.45(b)(5)(vi) & (vii).

<sup>109</sup> States' 2019 Comment Letter at 41.

<sup>110</sup> *Jackson v. Birmingham Bd. of Educ.*, 544 U.S. 167, 181 (2005).

<sup>111</sup> States' 2019 Comment Letter at 41.

“relevant” prior to cross-examination of each witness and whether or not permitting such questioning could result in a recipient being sanctioned. The Department should also clarify the circumstances in which a live hearing requires cross-examination.

*Third*, under the Proposed Rule, if the school chooses to carry out live hearings, the parties may retain advisors of their choice and the school *may* allow advisors to conduct cross-examination, but it is not required to do so.<sup>120</sup> This provides schools with the necessary flexibility to adjust their sex-based harassment proceedings to their campus environment and resources. Schools that are able to train and retain advisors for cross-examination may do so.<sup>121</sup> Others can instead maintain hearing panels or decisionmakers to conduct questioning. Schools that do not have the resources to retain attorneys as advisors will no longer feel compelled to do so under the Proposed Rule and can focus instead on thoroughly training decisionmakers. For example, the University of Massachusetts system reports that hearing officers have expressed concerns about serving as the Chair of a panel and having to rule on matters related to relevancy, particularly where the advisors are attorneys. In light of these concerns, under the 2020 Amendments, the University has hired external hearing panel members. But under the Proposed Rules, recipients will have the flexibility to focus their resources on decisionmaker training.

This shift—from requiring to permitting advisors to conduct cross-examination—addresses the issue of inequity where one party is represented by an attorney while the other is not. At the same time, the shift relieves the financial burden the 2020 Amendments sometimes placed on recipients. For example, to level the playing field in all Title IX sexual harassment proceedings, a Minnesota State University obtained attorney advisors for students who did not have their own attorney advisor. The school found it challenging to identify attorneys willing to undertake the task of representing either party. For schools that cannot pay for advisors, wealthier students may be able to secure legal representation while other parties to the proceeding would be represented by members of faculty or staff acting in a volunteer capacity, creating inequities that the States warned about in 2019.<sup>122</sup> The New York CICU also reported that some institutions had to scramble to find affordable, high-quality advisors for parties, particularly for respondents. Similarly, Vermont schools report difficulty finding staff willing to serve as investigators and advisors.

With respect to advisors, the Department should consider clarifying that witnesses in a particular proceeding are prohibited from serving as advisors in that proceeding. Without this limitation a witness could be privy to confidential information shared throughout the process, thus affecting their credibility. If a witness served as an advisor, that would also require schools that allow advisor cross-examination to find a separate individual to cross-examine that witness.

*Fourth*, the States welcome the Proposed Rule’s amendments to what evidence and questioning may be excluded from the grievance proceedings.<sup>123</sup> Specifically, the Department now proposes to exclude evidence that is protected under privilege, health records, and sexual interests

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<sup>120</sup> *Id.* at 41,578 (proposed § 106.46(f)(1)(ii)).

<sup>121</sup> *Id.* (proposed § 106.46(f)(1)(i)).

<sup>122</sup> States’ 2019 Comment Letter at 41.

<sup>123</sup> 87 Fed. Reg. 41,578 (proposed § 106.46(f)(3)).



requirements on proceedings involving employees.<sup>130</sup> The Proposed Rule's "fact-specific inquiry" appropriately provides guidance to schools regarding what procedure should apply without being overly prescriptive.<sup>131</sup>

### **3. The Proposed Rule's changes to the grievance procedures for K-12 schools better effectuate the purpose of Title IX.**

Students in grades K-12 are particularly vulnerable to sexual harassment.<sup>132</sup> Instances of sexual harassment are both underreported and on the rise in K-12 schools,<sup>133</sup> and the unique developmental needs of K-12 students require an expeditious and supportive complaint process.<sup>134</sup> Evidence shows how important it is to address misconduct in young children before it escalates in order to prevent long-term harm.<sup>135</sup> The Proposed Rule makes vital changes to the grievance procedures for K-12 schools, including: (1) applying grievance procedures to all complaints of sex-based discrimination; (2) requiring reasonably prompt resolution of all complaints; (3) allowing Title IX coordinators to determine whether a complaint should be initiated; (4) protecting student privacy; and (5) ensuring protections for students with disabilities. Each of these changes, individually and taken together, further Title IX's antidiscrimination mandate.

*First*, under the Proposed Rule, grievance procedures will apply to all complaints of sex discrimination, not just complaints of sexual harassment.<sup>136</sup> This is in direct contrast to the 2020 Amendments, which impose onerous procedures for complaints of sexual harassment only.<sup>137</sup> The States report that the 2020 Amendments created a dual-track investigative process (one track for sexual harassment complaints, another for all other sex discrimination complaints) that can take months to complete. For example, K-12 schools in Vermont have had to dismiss a sexual harassment complaint if it does not allege the level of sexual misconduct required to meet Title IX's current definition, and then refile the report and take action under a separate process under state law. Schools in Washington and California have had similar experiences, finding that the grievance procedures imposed by the 2020 Amendments make it challenging to process complaints of sexual misconduct. Illinois schools have similarly found that the split grievance systems create unnecessary complexity, especially because individuals understand their grievance in terms of conduct, not legal grounds. The Proposed Rule will avoid the pitfalls of the 2020

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<sup>130</sup> The 2020 Amendments acknowledge this and threaten schools for non-compliance. 85 Fed. Reg. 30,444 (recipients forego federal financial assistance if they will not renegotiate a collective bargaining agreement or are concerned about state law compliance).

<sup>131</sup> 87 Fed. Reg. 41,577 (proposed § 106.46(b)).

<sup>132</sup> Catherine Hill & Holly Kearn, *Crossing the Line: Sexual Harassment at School*, AAUW 11 (2011), <https://tinyurl.com/3pyvmuxh>; Catherine Hill & Elena Silva, *Drawing the Line: Sexual Harassment on Campus*, AAUW 17, 19 (2005), <https://tinyurl.com/ywyp7az5> (noting differences in the types of sexual harassment and reactions to it).

<sup>133</sup> *E.g.*, CRDC 2020.

<sup>134</sup> See *Petroleum Commc'ns, Inc. v. FCC*, 22 F.3d 1164, 1172 (D.C. Cir. 1994).

<sup>135</sup> See *Motor Vehicle Mfrs. Ass'n of U.S., Inc. v. State Farm Mut. Auto. Ins. Co.*, 463 U.S. 29, 43 (1983); 85 Fed. Reg. 30,486 (discussing harms raised by commenters from significant delays).

<sup>136</sup> 87 Fed. Reg. 41,463 (clarifying that the same grievance procedure is used for sexual harassment claims and other claims of sex discrimination).

<sup>137</sup> 34 C.F.R. § 106.45(b) (grievance procedure provided only for sexual harassment).

promptly and equitably addressed.<sup>143</sup> Conversely, the 2020 Amendments, which require a written formal complaint before a sex discrimination investigation can be initiated, created significant barriers for K-12 students because (1) young children and students with disabilities often do not have the capacity to complete a formal complaint and may instead report via informal oral communications with staff, and (2) some children do not have a parent or a guardian, and therefore do not have a representative to help them file a complaint.<sup>144</sup> Furthermore, Los Angeles Unified School District has reported that parents may be unavailable to file on their child's behalf for a variety of reasons, such as abuse, interaction with the foster system, literacy, difficulty writing in English, or disability.

While recognizing the importance of complainant autonomy, the Proposed Rule properly allows the Title IX Coordinator to weigh other factors—such as age—that are consistent with schools' legally recognized *in loco parentis* responsibilities.<sup>145</sup> Furthermore, the Proposed Rule ensures that *all* students have an adult advocating for them by providing authorized legal representatives with the right to act on behalf of an individual without a parent or guardian.<sup>146</sup> This change appropriately permits an educational representative, who may not be a youth's guardian but is legally authorized to act on the youth's behalf, to initiate Title IX proceedings.<sup>147</sup> By adding flexibility regarding the initiation of a Title IX complaint, the Proposed Rule furthers Title IX's antidiscrimination mandate.

*Finally*, the Proposed Rule also includes appropriate privacy protections to ensure that students who file a Title IX complaint do not experience retaliation from classmates, parents or school staff for voicing their concerns.<sup>148</sup> In contrast, the 2020 Amendments prohibit recipients from restricting the ability of either party to discuss the allegations, including the parties' names, under investigation.<sup>149</sup> Under the 2020 Amendments, the States have seen that without any limitations on students' ability to spread information about complaint allegations, complaining students have been subject to social retaliation—on and offline—which creates a chilling effect (and can subject the complainant to a further hostile campus environment). As discussed, *supra*, in Section I.C.1., the Proposed Rule properly returns the appropriate privacy protections to K-12 students by requiring that a “recipient must take reasonable steps to protect the privacy of the parties and witnesses during the pendency of a recipient's grievance procedures,” while explicitly balancing this goal with various practical necessities of the grievance process.<sup>150</sup> Schools would also be prohibited from disclosing private student information except when the student has

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<sup>143</sup> *Id.* at 41,451.

<sup>144</sup> *Id.* at 41,404 (the 2020 rule only designates a parent or guardian to act on behalf of the student), *Id.* at 41,569 (proposed § 106.6(g)).

<sup>145</sup> *Id.* at 41,445; *Bethel School Dist. No. 403 v. Fraser*, 478 U.S. 675, 684 (1986).

<sup>146</sup> 87 Fed. Reg. 41,404.

<sup>147</sup> *Id.*; Lichty, L.F., Torres, J.M., Valenti, M.T. and Buchanan, N.T. (2008), Sexual Harassment Policies in K-12 Schools: Examining Accessibility to Students and Content. *Journal of School Health*, 78: 607-614. <https://tinyurl.com/5n7dfb35>.

<sup>148</sup> 85 Fed. Reg. 30,295 (acknowledging and chronicling concerns raised by many commenters); 87 Fed Reg. at 41,469.

<sup>149</sup> 87 Fed Reg. 41,469.

<sup>150</sup> *Id.* at 41,575 (proposed § 106.45(b)(5)).

**D. The Proposed Rule's definition of the role of a Title IX Coordinator aligns with Title IX's purpose.**

The 2020 Amendments require that a school appoint a Title IX Coordinator, but fail to address important details regarding the role of a Title IX Coordinator. The Proposed Rule adopts additional requirements concerning the role and responsibilities of a Title IX Coordinator that more fully effectuate implementation of the statute.<sup>158</sup>

*First*, rather than requiring the Title IX Coordinator to fulfill all required responsibilities on their own, the Proposed Rule permits a school to assign designees to help fulfill some of the Title IX Coordinator's responsibilities, as long as the Title IX Coordinator retains oversight and ultimate responsibility for compliance.<sup>159</sup> As the Department appropriately notes, this approach enables recipients who provide services at multiple locations to more effectively enforce Title IX.<sup>160</sup> In the experience of schools in the States, it is helpful and more efficient to be able to delegate Title IX enforcement activities, and it is particularly untenable to have one person perform each of these activities with respect to larger schools.

*Second*, as discussed in Section I.C.3, *supra*, the Proposed Rule rightly empowers the Title IX Coordinator to determine whether to initiate a complaint where the complainant is unwilling or unable to make one, or to "[t]ake other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the recipient's education program or activity."<sup>161</sup> The preamble further explains the factors a Title IX Coordinator should consider in making such determination, ensuring that complainant autonomy is balanced against threats to health and safety.<sup>162</sup> This is a significant improvement over the 2020 Amendments, which discussed the topic only sparingly in the preamble. That is especially true because complaints and related measures initiated by a Title IX Coordinator are an important tool for schools to be able to proactively ensure they are providing education programs or activities free from sex discrimination.

*Third*, the Proposed Rule appropriately requires the Title IX Coordinator to receive the same training required by all other recipient employees along with training on their specific responsibilities, the recipient's recordkeeping system, and any other training necessary to coordinate compliance with Title IX.<sup>163</sup> These training requirements, which were absent from the 2020 Amendments, effectuate the purpose of Title IX by ensuring that Title IX Coordinators and other employees will receive training on the "aspects of Title IX that are relevant and critical to their specific roles."<sup>164</sup>

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<sup>158</sup> 87 Fed. Reg. 41,569-70 (proposed §§ 106.8(a) & (d)), 41,573 (proposed § 106.44(f)).

<sup>159</sup> *Id.* at 41,424, 41,569 (proposed § 106.8(a)).

<sup>160</sup> *Id.* at 41,424.

<sup>161</sup> *Id.* at 41,445, 41,573 (proposed § 106.44 (f)(5)-(6)).

<sup>162</sup> *Id.* at 41,445-46.

<sup>163</sup> *Id.* at 41,570 (proposed § 106.8(d)).

<sup>164</sup> *Id.* at 41,428.

and women report experiencing nearly 1.5 times as many violations of the Americans with Disabilities Act as do men.<sup>169</sup> Moreover, evidence of sex and disability discrimination may be “inextricably intertwined,” and it can often be difficult to determine whether discrimination faced by a person with a disability “is derived from the [complainant’s] status as a woman, her status as a disabled person, or both.”<sup>170</sup>

To effectuate Title IX’s protection against sex discrimination, the Proposed Rule appropriately adds a definition of the term “student with a disability,”<sup>171</sup> and includes other provisions “that would require a recipient to consider the requirements of Federal disability laws when implementing the Title IX regulations.”<sup>172</sup> As the Department correctly notes, both Section 504 of the Rehabilitation Act<sup>173</sup> and the Individuals with Disabilities Education Act<sup>174</sup> impose requirements on recipients that must be considered throughout the implementation of grievance processes under Title IX.<sup>175</sup>

We also commend the Department for recognizing that supportive measures that address the effects of harassment in relation to a student’s disability “may require tailoring in ways that may not be obvious to a Title IX Coordinator,” and therefore whenever a student with a disability enters a Title IX grievance proceeding “the Title IX Coordinator has the responsibility to consult with the [Individualized Education Program] team [and/or] Section 504 team who are already charged by Federal law with making individualized decisions about students with disabilities.”<sup>176</sup> This is particularly important because supportive measures may intersect with decisions made by these teams, including placement, reasonable accommodations, special education, and related services that are necessary to ensure K-12 students have access to a free and appropriate education and postsecondary students have equal access to education.<sup>177</sup>

However, we also note that in a K-12 setting, a student’s Individualized Education Program (IEP) team or Section 504 plan participants may include a wide range of members and may be difficult to convene in a timely manner. Thus, in order to more expeditiously provide the type of consultation that will benefit the student, without unnecessarily delaying the implementation of supportive measures, we suggest amending proposed Sections 106.8(e) and 106.44(g)(7)(i) to instead require the Title IX Coordinator to consult with a “lead member of” the IEP team for K-12 students with disabilities or the Section 504 Coordinator for students with a Section 504 plan.

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<sup>169</sup> Jennifer Bennett Shinall, *The Substantially Impaired Sex: Uncovering the Gendered Nature of Disability Discrimination*, 101 Minn. L. Rev. 1099, 1102-3 (2017).

<sup>170</sup> *Id.* at 1100-01 (2017).

<sup>171</sup> 87 Fed. Reg. 41,400 (discussing added proposed § 106.2 definition).

<sup>172</sup> *Id.* (discussing proposed §§ 106.8(e) and 106.44(g)(7)).

<sup>173</sup> 29 U.S.C. § 701 *et seq.*

<sup>174</sup> 20 U.S.C. § 1400 *et seq.*

<sup>175</sup> 87 Fed. Reg. 41,429-30.

<sup>176</sup> *Id.* at 41,430.

<sup>177</sup> See 34 C.F.R. §§ 300.17, 300.300-300.328, and 104.34-104.36.

long looked to Title VII to interpret Title IX's mandate,<sup>186</sup> it stands to reason that Title IX's protection against "discrimination on the basis of sex" therefore similarly protects against discrimination based on sexual orientation and gender identity. The Proposed Rule is likewise consistent with several federal circuit court decisions interpreting Title IX, and a U.S. Department of Justice memorandum determining, based in part on this case law, that the "best reading of Title IX's prohibition on discrimination 'on the basis of sex' is that it includes discrimination on the basis of gender identity and sexual orientation."<sup>187</sup>

The Proposed Rule's approach also aligns with the Department's longstanding practice and prior interpretations. In 1997, the Department's Office of Civil Rights (OCR) explained that "sexual harassment directed at gay or lesbian students may constitute sexual harassment prohibited by Title IX."<sup>188</sup> Then, in 2001, OCR identified that sex discrimination included harassment based on sexual orientation, harassment based on the victim's failure to conform to stereotyped notions of femininity, and that sexual harassment can occur between members of the same sex.<sup>189</sup> In 2010, OCR reaffirmed that "Title IX does protect all students, including lesbian, gay, bisexual, and transgender (LGBT) students, from sex discrimination."<sup>190</sup> In 2014, OCR reiterated that Title IX's prohibition on discrimination includes discrimination based on gender identity.<sup>191</sup> In 2006 and 2020, OCR recognized protections against specific types of sex stereotypes.<sup>192</sup> Finally, in 2016, OCR explained that a student's gender identity must be treated as their sex for purposes of Title IX's prohibition on sex-based discrimination.<sup>193</sup>

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<sup>186</sup> See, e.g., *Jennings v. Univ. of N.C.*, 482 F.3d 686, 695 (4th Cir. 2007) ("We look to case law interpreting Title VII of the Civil Rights Act of 1964 for guidance in evaluating a claim brought under Title IX.").

<sup>187</sup> Memorandum, Application of *Bostock v. Clayton County* to Title IX of the Education Amendments of 1972, 2, U.S. Department of Justice Civil Rights Division (Mar. 26, 2021); *Whitaker v. Kenosha Unified Sch. Dist. No. 1 Bd. of Educ.* 858 F.3d 1034 (7th Cir. 2017) (holding that exclusion of transgender children from restrooms that match their gender identity is prohibited under Title IX); *Dodds v. United States Dep't of Educ.*, 845 F.3d 217 (6th Cir. 2016) (same); *Grimm v. Gloucester Cnty. Sch. Bd.*, 972 F.3d 586, 616 (4th Cir. 2020) (observing that *Bostock*'s interpretation guides the evaluation of Title IX claims), *as amended* (Aug. 28, 2020), *cert. denied*, 141 S. Ct. 2878, 210 L. Ed. 2d 977 (2021).

<sup>188</sup> See 1997 Guidance at 12,039.

<sup>189</sup> See 2001 Policy, <https://tinyurl.com/fp8v3y7x>.

<sup>190</sup> Russlynn Ali, Assistant Sec'y for Civil Rights, U.S. Dep't of Educ., Off. for Civ. Rts., Dear Colleague Letter on Harassment and Bullying, 8 (Oct. 26, 2010), <https://tinyurl.com/mrd4vjyc>.

<sup>191</sup> 2014 Q&A.

<sup>192</sup> See Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 71 Fed. Reg. 62,539 (Oct. 25, 2006) (proposed § 106.34(b)(4)(i) (recipients must ensure that their single-sex classes are substantially related to the recipient's important objective and do not rely on overly broad generalizations about either sex.)); 34 CFR § 106.45(b)(1)(iii) (Decisionmakers must receive training on the relevance of questions and evidence, which includes "questions and evidence about the complainant's sexual predisposition or prior sexual behavior [that] are not relevant.").

<sup>193</sup> Catherine E. Lhamon, Assistant Sec'y for Civil Rights, U.S. Dep't of Educ., Off. for Civ. Rts., Dear Colleague Letter on Transgender Students, 2 (May 13, 2016, rescinded), <https://tinyurl.com/ue38fd8h>.

this forthcoming proposed rulemaking to further clarify that under Title IX, all students can participate fully and equally in school sports.

**C. The Proposed Rule’s provisions addressing sex-based discrimination on account of pregnancy and parental status are also consistent with Title IX’s mandate.**

The Proposed Rule rightly clarifies and expands upon existing protections within the Title IX regulations designed to ensure that neither pregnancy nor parenting status should hinder full and equal access to educational opportunities. Students who are pregnant or raising children are subjected to sexual harassment at higher rates, leading to concrete educational harms in addition to the harm of the harassment itself.<sup>205</sup> Moreover, discrimination based on pregnancy is a form of sex discrimination, a fact that the 2020 Amendments already acknowledge.<sup>206</sup> The Proposed Rule addresses these issues and clarifies existing protections in multiple ways. First, it prohibits discrimination based on pregnancy or related conditions.<sup>207</sup> Second, it prohibits the use of admissions criteria that discriminate against applicants who are pregnant or have related conditions.<sup>208</sup> Third, it proposes various substantive requirements, such as the provision of a private lactation space, to ensure equal access for pregnant and nursing students.<sup>209</sup> Finally, it provides various protections to pregnant or parenting students employed by educational institutions, such as pregnancy leave and lactation breaks.<sup>210</sup> The States applaud these provisions.

The Department and various courts have all acknowledged that the prohibition on pregnancy discrimination in the 2020 Amendments is consistent with Title IX,<sup>211</sup> its legislative history,<sup>212</sup> and other federal laws.<sup>213</sup> Although the 2020 Amendments’ prohibition on pregnancy *discrimination* is an important step forward “from the pre-Title IX era in which pregnant students

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<sup>205</sup> Nat’l Women’s Law Center, Let Her Learn: Stopping School Pushout for Girls Who Are Pregnant or Parenting 12 (2017), <https://tinyurl.com/czf3yun9> (56 percent of girls aged 14 to 18 who are pregnant or raising children are touched or kissed without consent).

<sup>206</sup> 34 C.F.R. § 106.40.

<sup>207</sup> 87 Fed. Reg. 41,571 (proposed § 106.10).

<sup>208</sup> *Id.* (proposed § 106.21(c)).

<sup>209</sup> *Id.* at 41,571-72 (proposed § 106.40).

<sup>210</sup> *Id.* at 41,579 (proposed §§ 106.51, 106.57).

<sup>211</sup> *Conley v. Nw. Fla. State Coll.*, 145 F. Supp. 3d 1073, 1076-77 (N.D. Fla. 2015).

<sup>212</sup> *See, e.g.*, 118 Cong. Rec. 5804 (1972) (Senator Birch Bayh, the sponsor of Title IX, explaining that the “social evil of sex discrimination in education” includes the fact that “[m]any students are denied leave for pregnancy and childbirth.”); *N. Haven Bd. of Ed. v. Bell*, 456 U.S. 512, 526–27 (1982) (noting that Senator Bayh’s remarks “are the only authoritative indications of congressional intent regarding the scope of [Title IX]”).

<sup>213</sup> *See, e.g., Chipman v. Grant Cnty. Sch. Dist.*, 30 F. Supp. 2d 975, 978 (E.D. Ky. 1998) (acknowledging that the “purpose [of Title IX’s pregnancy protection] is generally the same as the Pregnancy Discrimination Act” and applying precedent from the latter to Title IX case); *Castro v. Yale Univ.*, 518 F. Supp. 3d 593, 605 (D. Conn. 2021) (noting that both Title IX and Title XI prohibit educational institutions from discriminating based on pregnancy in hiring); 87 Fed. Reg. 41,514-15 (noting that the Proposed Rule is consistent with Title VII’s prohibition on pregnancy discrimination in employment as added pursuant to the Pregnancy Discrimination Act).



access to a prompt and equitable grievance procedure.<sup>222</sup> The Proposed Rule adds “or related conditions” to the prohibition that recipients cannot take adverse employment action against an employee for pregnancy, which means that an employee no longer pregnant but suffering from a medical condition related to pregnancy or lactation, such as mastitis, is now entitled to leave.<sup>223</sup> Additionally, under the Proposed Rule’s pregnancy leave provision, the Department eliminated the word “she” in referring to the pregnant employee, which extends leave protections to transgender and gender nonconforming employees and is consistent with other changes discussed above, as well as longstanding enforcement practices.<sup>224</sup>

These changes are consistent with the Department’s prior enforcement efforts. The Department has investigated many schools that have improperly responded to the needs of pregnant and parenting students.<sup>225</sup> These investigations include circumstances where schools failed to properly make ongoing accommodations to ensure pregnant students are not denied equal educational opportunity, both before and after giving birth.<sup>226</sup>

The provisions of the Proposed Rule are also consistent with protections provided by anti-discrimination laws in many of the States. For example, in the preschool-12 context, California law imposes notice<sup>227</sup> and antidiscrimination mandates<sup>228</sup> similar to those in the Proposed Rule. Minnesota, similarly, imposes notice requirements on public and regionally accredited private postsecondary educational institutions.<sup>229</sup> In 2015, California enacted lactation space requirements, similar to those in the Proposed Rule,<sup>230</sup> and in 2019 it imposed a variety of

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<sup>222</sup> 87 Fed. Reg. 41,520.

<sup>223</sup> *Id.* at 41,526.

<sup>224</sup> *Id.* at 41,527.

<sup>225</sup> See, e.g., U.S. Dep’t of Educ., Off. for Civ. Rts., Cal. St. Univ., East Bay, OCR Case No. 09-18-2245 (Aug. 1, 2018), <https://tinyurl.com/4ztbpf4> (resolution letter) (school had, *inter alia*, informed complainant that “Title IX protected individuals who qualified under a protected class against discrimination and listed various protected groups which did not include pregnant students.”); U.S. Dep’t of Educ., Off. for Civ. Rts., Rivertown School of Beauty, OCR Case No. 04-15-2363 (Sept. 30, 2019), <https://tinyurl.com/yc2ej2b6> (resolution letter) (school had, *inter alia*, an official written policy excluding pregnant students from an esthetician program, regardless of the stage of pregnancy, and excluding students who were seven months or more pregnant from all programs); U.S. Dep’t of Educ., Off. for Civ. Rts., Stilwell Pub. Schs., OCR Case No. 07-16-1035 (May 2, 2016), <https://tinyurl.com/3bk5knhy> (resolution letter) (school had, *inter alia*, an official written policy excluding pregnant or parenting students from the cheerleading program).

<sup>226</sup> See, e.g., U.S. Dep’t of Educ., Off. for Civ. Rts., W. Ill. Univ., OCR Case No. 05-16-2087 (June 15, 2016), <https://tinyurl.com/377h94sm> (resolution letter) (resolution agreement required the University to provide all faculty and students a copy of the policies and procedures requiring faculty members to make necessary modifications for pregnant students, and to train administrators and faculty in how to provide modifications for pregnant students in order to ensure that the University does not discriminate against students based on their pregnancy).

<sup>227</sup> Cal. Educ. Code § 222.5.

<sup>228</sup> *Id.* at § 221.51.

<sup>229</sup> Minn. Stat. 135A.158.

<sup>230</sup> Cal. Educ. Code § 222.

have also consistently recognized that peer retaliation must be addressed in order to adequately effectuate Title IX protections.<sup>240</sup>

The Proposed Rule's definitions for "retaliation" and "peer retaliation" and its amendment to Section 106.71, clarify what constitutes prohibited retaliation and the steps required to address and mitigate retaliation. First, the proposed definitions clarify that prohibited retaliation encompasses both retaliation by the recipient and retaliation by students against other students.<sup>241</sup> Further, the proposed definitions, together with the example of prohibited retaliation found in proposed Section 106.71(a), clarify the scope of retaliatory conduct that is prohibited by Title IX. Proposed Section 106.71 provides clarity regarding how recipients must respond to prohibited retaliation, permitting recipients to consolidate retaliation complaints with complaints of sex discrimination that arise from the same facts or circumstances.<sup>242</sup> These changes will streamline the investigation process and decrease the costs of enforcing Title IX protections. The specific definitions and examples of prohibited retaliation, together with direction in the Proposed Rule regarding how to respond to information and complaints of retaliatory conduct, provide guideposts to ensure students are protected from sex discrimination in education programs and activities.

### **III. THE STATES PROPOSE SEVERAL ADDITIONAL AMENDMENTS AND CLARIFICATIONS.**

The States strongly support the Proposed Rule as a whole and believe that it effectuates the purpose of Title IX and brings the Department's enforcement back in line with historical practice. The following requests for amendments and clarifications in specific areas, in addition to those suggested above at pp. 14, 16-17, 20, 21, 27-28, and 29, would further improve upon the Proposed Rule, allowing it to even more comprehensively provide effective protection against sex discrimination and harassment in education programs and activities.

#### **A. The Department should reinstitute the longstanding prohibition on publications that suggest sex discrimination.**

Although the Proposed Rule's definition of sex properly encompasses sex stereotyping, elsewhere the Proposed Rule retains revisions made for the first time in the 2020 Amendments that removed a prohibition on a school's use or distribution of publications that "suggest, by text or illustration" that the school discriminates based on sex.<sup>243</sup> For 45 years, Title IX regulations rightfully prohibited schools from using or distributing any publication that "suggests" sex

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<sup>240</sup> See *Feminist Majority Foundation v. Hurley*, 911 F.3d 674, 695 ("[A]n educational institution can be liable for acting with deliberate indifference toward known instances of student-on-student retaliatory harassment."); *Doe v. Sch. Dist. No. 1*, 970 F.3d 1300, 1311-12 (10th Cir. 2020) (holding that peer retaliation for reporting a sexual assault is a form of retaliation to which a school must respond).

<sup>241</sup> 87 Fed. Reg. 41,538.

<sup>242</sup> *Id.* at 41,541.

<sup>243</sup> Compare 34 C.F.R. § 106.9(b)(2) (effective until Aug. 14, 2020) with 34 C.F.R. § 106.8(b)(2)(ii) (current 2020 version of same prohibition) and Proposed Rule (not addressing or editing this provision).



its implementing regulations have been interpreted to prohibit publications advertising housing that “indicate” a particular race would be disadvantaged.<sup>249</sup>

We therefore encourage the Department to consider revising Section 106.8(b)(2)(ii) to reinstitute the decades-long prohibition on published materials that “suggest [discrimination], by text or illustration” and not only those that “state,” a policy or practice of sex discrimination.

**B. The Department should clarify which training materials must be published on school websites.**

The Proposed Rule requires that “[a]ll materials used to provide training under” Title IX must be made “publicly available on [the recipient’s] website, or if the recipient does not maintain a website the recipient must make these materials available upon request for inspection by members of the public.”<sup>250</sup> This requirement merits some clarification to avoid being overly burdensome to large school districts, where it could be read to require, for example, that any email reminding employees of Title IX obligations would necessarily need to be published on the district’s website. Similarly, sign-in sheets or email invitations to trainings could be considered “materials used to provide training” but would not be appropriate for website publication and would be extremely burdensome to produce. The States therefore suggest that the Department amend the proposed Section 106.8(f)(3) to provide a definition for “training materials” that only encompasses the PowerPoint or other instructive handouts provided to training participants.

**C. The Department should reinstate the requirement that schools must provide advance written notice of their intent to assert a religious exemption to Title IX.**

The 2020 Amendments permit schools to assert a religious exemption to Title IX for the first time *after* a complaint of sex discrimination has been filed.<sup>251</sup> Prior to the 2020 Amendments, regulations required institutions controlled by a religious organization claiming an exemption from all or part of Title IX to provide written notice to the Department with a declaration identifying which part of Title IX or the regulation conflicts with a tenet of the religion.<sup>252</sup> This advance notification requirement helps ensure students will not unknowingly enroll in schools that believe themselves to be exempted from Title IX but do not claim the exemption publicly, only to learn of their school’s position after they seek to assert their Title IX rights. In fact, before the 2020 Amendments, the Department maintained a list of exempt schools,<sup>253</sup> and posted on its website

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<sup>249</sup> See, e.g., *Corey v. Sec’y, U.S. Dep’t of Hous. & Urban Dev. ex rel. Walker*, 719 F.3d 322, 326 (4th Cir. 2013) (interpreting Fair Housing Act, 42 U.S.C. 3604(c) (prohibiting any publication which “indicates” discrimination)); *Ragin v. New York Times Co.*, 923 F.2d 995, 999 (2d Cir. 1991) (same).

<sup>250</sup> 87 Fed. Reg. 41570 (proposed § 106.8(f)(3)).

<sup>251</sup> Compare 34 C.F.R. § 106.12(b) (effective until Aug. 14, 2020) with 34 C.F.R. § 106.12(a) and Proposed Rule (not addressing or editing this provision).

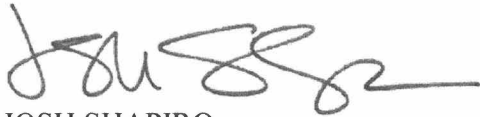
<sup>252</sup> 34 C.F.R. § 106.12(b) (effective until Aug. 14, 2020).

<sup>253</sup> U.S. Dep’t of Educ., Off. For Civ. Rts., Institutions Currently Holding Religious Exemption Case (June 14, 2018), <https://tinyurl.com/yygqa6kp>.

Respectfully Submitted,



ROB BONTA  
California Attorney General



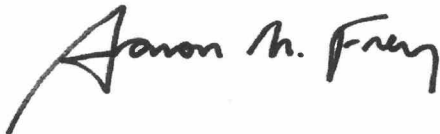
JOSH SHAPIRO  
Pennsylvania Attorney General



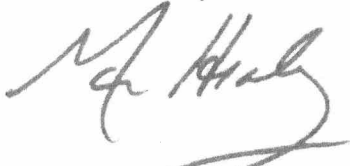
KATHLEEN JENNINGS  
Delaware Attorney General




KWAME RAOUL  
Illinois Attorney General



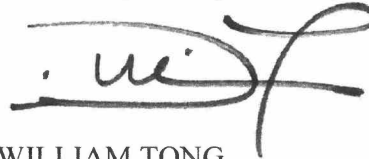
AARON M. FREY  
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Massachusetts Attorney General



MATTHEW J. PLATKIN  
New Jersey Acting Attorney General



WILLIAM TONG  
Connecticut Attorney General



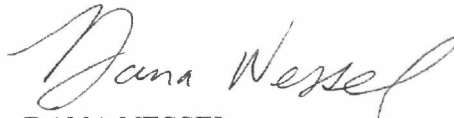
KARL A. RACINE  
District of Columbia Attorney General



TOM MILLER  
Iowa Attorney General



BRIAN E. FROSH  
Maryland Attorney General



DANA NESSEL  
Michigan Attorney General

**MEMORANDUM OF UNDERSTANDING AMENDMENT NO. (1)**

**THIS AMENDMENT** is made and entered into effective [Insert Date], by and between the State of Minnesota by and through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of [Insert College/University] ("College/University") and [Insert City/County] ("City/County").

WHEREAS, the ("City/County") and the ("College/University") previously entered into a Memorandum of Understanding (MOU) as required by Minnesota Statutes Section 135A.15, Subd. 4(a) to address various issues involving campus sexual assaults.

WHEREAS, the term of original MOU expires on December 31, 2019, and the parties agree to amend the MOU to extend the term until December 31, 2021.

Therefore, the parties agree as follows:

**MEMORANDUM OF UNDERSTANDING AMENDMENT**

In this Amendment, deleted contract terms will be struck out and the added Memorandum of Understanding terms will be underlined.

**Revision 1.** Term of the MOU is amended as follows:

This MOU is effective on [Insert Original MOU Date], or upon the date the final required signature is obtained by [Insert "College" or "University"], whichever occurs later, and shall remain in effect until ~~December 31, 2019~~ December 31, 2021. The parties shall endeavor to examine this MOU as the end date approaches to ensure compatibility and effectiveness with any changes in laws, policies, or circumstances.

Except as amended above, the terms and conditions of the Original Memorandum of Understanding remain in full force and effect.

THE CITY/COUNTY OF \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

UNIVERSITY/COLLEGE

SIGNATURE: \_\_\_\_\_

BY: \_\_\_\_\_

DATED: \_\_\_\_\_



Minnesota  
STATE COLLEGES  
& UNIVERSITIES

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Date: January 7, 2016

To: Chief Student Affairs Officers  
Chief Diversity Officers  
Security Directors  
Chief Human Resources Officers

From: Gary Cunningham  
General Counsel  
651-201-1818

Scott Goings  
Assistant General Counsel  
651-201-1753

**Subject:** *New Minnesota Campus Sexual Assault Legislation – Sample Memorandum of Understanding*

As we wrote this past summer, the Minnesota Legislature made substantial revisions to Minn. Stat. §135A.15 Sexual Harassment and Violence Policy during the last legislative session. 2015 Minn. Laws, Ch. 69, Art. 4, Sec. 2. One feature of the revisions requires each of our institutions to enter into a memorandum of understanding (MOU) with local law enforcement by January 1, 2017, or, in the alternative, form a sexual assault protocol team with local law enforcement. This memorandum provides further information on these requirements as well as a sample MOU.

Specifically, the new legislation states that:

**Subd. 4. Coordination with local law enforcement.** (a) A postsecondary institution must enter into a memorandum of understanding *with the primary local law enforcement agencies<sup>1</sup> that serve its campus.* The memorandum must be entered into no later than *January 1, 2017, and updated every two years thereafter.* This memorandum shall clearly delineate responsibilities and require information sharing, in accordance with applicable state and federal privacy laws, about certain crimes including, but not limited to sexual assault. This memorandum of understanding shall provide:

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<sup>1</sup> The statute uses the plural “agencies,” which means that an institution might have to enter into more than one MOU or that the MOU could be with more than one partner.

Please contact Scott Goings at [scott.goings@so.mnscu.edu](mailto:scott.goings@so.mnscu.edu) (651-201-1753) or Tracy Worsley at [tracy.worsley@so.mnscu.edu](mailto:tracy.worsley@so.mnscu.edu) (651-201- 1797) from the system office working group if you have questions about this memorandum or sample MOU.

In order for us to coordinate compliance efforts, please send a copy of your completed MOU with the primary local law enforcement agencies that serve your campus or send notice that your institution is exempt because you have established a sexual assault protocol team with local or county law enforcement agencies to Amanda Bohnhoff at [amanda.bohnhoff@so.mnscu.edu](mailto:amanda.bohnhoff@so.mnscu.edu).

cc. Ron Anderson, Vice Chancellor for Academic and Student Affairs  
Laura King, Vice Chancellor for Finance and Administration  
Mark Carlson, Vice Chancellor for Human Resources  
Leon Rodrigues, Chief Diversity Officer  
Brian Yolitz, Associate Vice Chancellor for Facilities  
Nancy Joyer, Chief of Staff  
Don Beckering, State Director Fire/EMS Safety  
Work Group Members  
Presidents

WHEREAS, in recognition of the College/University's obligations under federal law and acknowledgment that the City may, but is not legally required to, provide information to the College/University, the purpose of this MOU is to acknowledge shared interests between the City and the College/University and to promote and maintain a continued, harmonious working relationship and cooperative effort between the parties. It is not intended to make one entity responsible or liable for the actions or omissions of any personnel from the other entity, and any such liability or responsibility is expressly denied by the parties; and

WHEREAS, the parties desire to further clarify how the parties may cooperate in the future in certain circumstances as more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Sexual Assault and other forms of Sexual Violence.** As set forth herein, the parties agree to confer and cooperate, to the extent permitted by law, regarding incidents of sexual violence involving a College/University student-victim or student-suspect. For purposes of this MOU sexual violence means a continuum of conduct that includes sexual assault, sexual battery, dating and relationship violence, stalking, as well as aiding acts of sexual violence. Nothing in this MOU shall be construed as requiring PD to share information with the College/University if PD reasonably believes that doing so would jeopardize its criminal investigation.
  - a. The College/University and PD will communicate regularly during their respective investigations, to the extent permitted by law. The parties recognize the need to balance the interests of the criminal process and the College/University's obligations under state and federal law.
  - b. If necessary to prevent interference with its criminal investigation, PD will provide the College/University a report of sexual violence involving a College/University student-victim. PD will provide College/University with the victim's name and basic information about the incident upon the written consent of the victim(s). In some cases, the College/University may need to take immediate interim action to protect the victim(s) and keep the campus safe. However, upon PD's request, College/University will delay taking action to the extent reasonably possible to prevent interference with the criminal

**4. Emergency Notification and Crime Alerts.**

- a. The parties acknowledge that the College/University is required by federal law to have an emergency notification process to alert the campus community about significant emergencies or dangerous situations that pose an immediate threat to the health or safety of students or employees occurring on campus. The College/University is also required by federal law to issue timely warnings to alert the campus community about crimes that pose a serious or continuing threat to safety when a crime is ongoing or may be repeated.
- b. If PD is aware of a significant emergency, dangerous situation, or ongoing crime that poses an immediate threat to the health and safety of the College/University's students, faculty or staff, PD may notify the College/University so that the College/University can determine whether an emergency notification or timely warning should be issued by the College/University.

**5. Training.** The parties agree to collaborate to provide education and training opportunities of interest to the parties. Specific education and training opportunities will be separately agreed to by the parties, and may include the following.

- a. The parties agree to share information about education and training opportunities that may be of interest to the other party and to share information from training sessions of mutual interest.
- b. The College/University agrees to provide training to PD personnel regarding the College/University's obligations under federal law, including Title IX, to respond to incidents of sexual violence involving members of the College/University community. This training may include information about College/University policies and procedures, the differences between the College/University's administrative process and the criminal process, College/University resources, and other information that would be of value to PD.

10. **Severability.** If any provision of this MOU is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this MOU shall not be affected and shall be read as if the MOU did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.
11. **Assignment.** Neither party may assign nor transfer any rights or obligations under this MOU without the prior written consent of the other party.
12. **Liability.** Each party is responsible for its own acts and behavior and the results thereof. College/University's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.
13. **No Third Party Beneficiary.** This MOU is not intended to benefit any third party, nor shall any person who is not now or in the future a party hereto be entitled to enforce any of the rights or obligations of a party under this MOU.
14. **Government Data Practices Act.** The Parties must comply with the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13, as it applies to this MOU.
15. **Applicable Law.** This MOU shall be governed and interpreted in accordance with the laws of the State of Minnesota.

**IN WITNESS WHEREOF**, the undersigned hereto have executed this Memorandum of Understanding this \_\_\_\_ day of \_\_\_\_\_, 2016.

THE CITY OF \_\_\_\_\_

COLLEGE/UNIVERSITY

\_\_\_\_\_

\_\_\_\_\_





## AGENDA REQUEST FORM

Date of Meeting: 11/15/2022



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other \_\_\_\_\_

Agenda Item: Approve lateral transfer

Department: HHS

*Rebecca Foss*

Department Head signature

### Background information on Item:

Interviews were recently held for a social worker position. Internal candidate Heidi Burton has been offered and has accepted the position, contingent on board approval. If approved, Heidi would transfer to the position on November 28, 2022.

### Action Requested:

Approve the internal transfer of Heidi Burton to the open social worker position (MN Choices Assessor), effective November 28, 2022. Because this is a lateral transfer, there is no change in grade or pay. It is a grade 10 position, and Heidi's wage is \$32.52/hour (Step 7).

### Financial Impact:

The position is contained in the 2022 and 2023 HHS budgets.



## AGENDA REQUEST FORM

Date of Meeting: November 15, 2022



County Board



Consent Agenda



Regular Agenda

5 mins. ☐

10 mins. ☐

15 mins. ☐

Other ☐




Personnel Committee



Other \_\_\_\_\_

Agenda Item: Pine City Mechanic

Department: Pine County Public Works

  
Department Head signature

### Background information on Item:

Promotion of Highway Maintenance Worker Tom Lindstrom to Mechanic Grade 7, Step 1  
\$21.73/hr effective November 16, 2022.

### Action Requested:

Approve transfer.

### Financial Impact:

Budgeted



## AGENDA REQUEST FORM

Date of Meeting: 11/15/2022



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other \_\_\_\_\_

Agenda Item: Approve New Hire

Department: HHS

*Rebecca Foss*

Department Head signature

### Background information on Item:

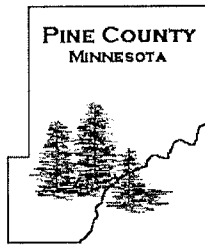
Interviews were recently held for an eligibility worker position left vacant by a resignation. The position was offered and accepted by Jayla Schleret, contingent on the background check and county board approval. If approved, Jayla would begin working for Pine County on November 16, at \$20.49/hour (Grade 6, Step 1).

### Action Requested:

Approve the hiring of Jayla Schleret as an Eligibility Worker effective November 16 at Grade 6, Step 1 (\$20.49/hour).

### Financial Impact:

The position is contained in the 2022 and 2023 HHS budget.



## AGENDA REQUEST FORM

Date of Meeting: November 15th, 2022



County Board

☒ Consent Agenda

☐ Regular Agenda

5 mins. ☐

10 mins. ☐

15 mins. ☐

Other ☐



Personnel Committee



Other \_\_\_\_\_

Agenda Item: Request for Overnight Training

Department: Probation

Department Head signature

### Background information on Item:

The American Probation & Parole Association will host a Region IV Winter Regional Training Institute in Omaha, Nebraska February 5-7, 2023.

Probation Director Terry Fawcett serves as the Area Representative for the state of Minnesota on the APPA Board of Director's, and also has been selected as a co-presenter at the conference, along with County Attorney Reese Frederickson.

### Action Requested:

Consider authorization of Probation Director Terry Fawcett to attend the APPA Winter Regional Institute, as well as authorize three night's lodging. Director Fawcett will carpool with other Director's to the conference.

### Financial Impact:

Conference Registration \$310.00

3-Night's Lodging \$460 (including tax)

Total= \$770.00

Probation has allocated funds for training and lodging in their 2022 and 2023 budgets.

# County Fees

Kelly Schroeder

Pine County Auditor-Treasurer

November 15, 2022



# Minnesota Statute 373.41

## **MISCELLANEOUS FEES.**

- The county may charge a fee to record, file, certify, or provide copies of any instrument, document, or paper that is required by law to be filed or which may be filed in any county office.
- The county may charge fees for service provided by any county office, official, department, court, or employee.
- The county board may, after a public hearing, establish the amounts of fees to be charged for the services, unless a statute has specified the amount.
- There must be a reasonable relation between the fee and the cost of providing the service

# Auditor-Treasurer Fees

## Certificate of Tax Forfeiture

- After a property is sold from tax forfeiture, if the forfeiture happened less than 10 years prior, property owners must:
  - Get a quit claim deed signed by the previous owner, or
  - Go through a court action
  - Get an affidavit from the Auditor proving the forfeiture was completed correctly.

Current Fee: \$0

Proposed Fee: \$50

It can take staff sometimes up to an hour to assemble the required documents and draft the affidavit.

# Auditor-Treasurer Fees

## Data Research

- Requests from data companies that include a significant amounts of data

Examples:

- How much property taxes these 10 properties have paid since 1982?
- Please provide a list of who paid the taxes on these 25 properties for the last 5 years, the dates paid, and the check numbers they were paid with.

Current Fee: \$0

Proposed Fee:  
\$50/Hour

This takes staff away from other tasks and focuses them on a single task.



# Auditor-Treasurer Fees

## Gambling License

- Fee was originally established in 2020

### Steps to license:

- Application to Auditor
- County Board Reviews
- County Auditor signs off on state application

Current Fee: \$10

Proposed Fee: \$20

Current fee does not cover the staff time required to process the applications.

# Auditor-Treasurer Fees

## Liquor License Additional Fee

- Only applies to license applications which come in within 30 days of expiration
  - Significant amount of requirements to be met
  - Township, Sheriff, Attorney, County Board all sign off
  - State Issues the License

Current Fee: \$100

Proposed Fee: \$200

Current fee does not encourage business owners to be proactive and then it becomes our emergency.

# Auditor-Treasurer Fees

## 3.2 and Temporary Liquor License Fees

- Process similar to regular liquor licenses
- Township, Sheriff, Attorney, County Board all sign off

Current Fee: \$50

Proposed Fee: \$100

Current fee does not cover the staff time required to process the applications.

# Auditor-Treasurer Fees

## Tobacco License Fees

- Application includes several portions
- County Board Approval required
- County issues the license

Current Fee: \$85

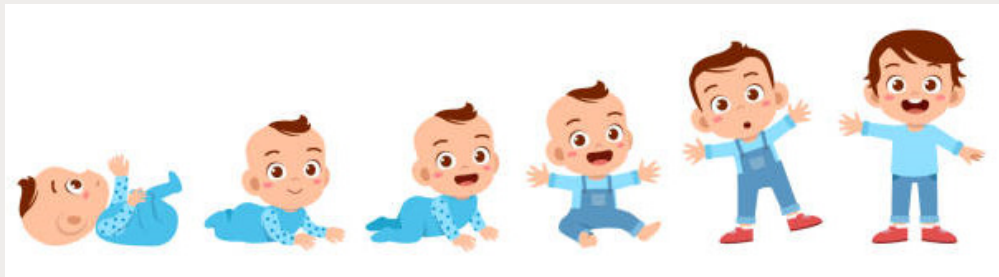
Proposed Fee: \$100

Current fee does not cover the staff time required to process the applications.

# Health & Human Service Fees

## Child Care Applications

- Recruitment and retention is an issue
- Not a significant impact to the HHS Budget (\$2,500 revenue budget in 2022)



Current Initial Fee:  
\$50  
Proposed Initial Fee:  
\$0

Current Renewal  
Fee: \$100  
Proposed Renewal  
Fee: Waive through  
4/30/2024

# Sheriff



## E911 Address Request

- Requests processed Sheriff's office
- Updated through GIS for Zuercher System/NG911
- Highway department provides/installs signs
- Estimated actual cost \$100

Year	# Applications
2020	155
2021	147
2022	121*

*\*Through 10/28/22*

Current Initial Fee:  
\$0  
Proposed Initial Fee:  
\$20

# Sheriff

## Gun Permits for Military/Veterans

- Supports our military and veteran population
- Must provide active duty/reserve military ID, DD214, or NGB22



Current New Fee:  
\$100

Proposed Initial Fee:  
\$10

Current Renewal  
Fee: \$75-85

Proposed Renewal  
Fee: \$10



# Solid Waste

## Tires

- Our costs are increasing, fee breakdown changing (no longer by inches, but size description)

	<b>Small (Motorcycle, ATV, Bicycle, Etc)</b>	<b>Passenger Car</b>	<b>Light Truck/SUV</b>	<b>Skid Steer/Bobcat</b>	<b>Semi</b>
Current	\$1	\$2	\$5	N/A	N/A
Proposed	\$2	\$3.50	\$4.75	\$8.50	\$14



# Solid Waste

## Waste Facility License

- No Fee established prior to October 18, 2022 County Board
- Requirement in Solid Waste Ordinance
- License requirements are similar to Waste Hauler Licenses, same fee.

Affirm \$200 fee  
recently established

# Zoning

## Appeal of Zoning Decision

- Appeal to Zoning Board of a decision made by staff
- Option listed in ordinance
- No appeals have been received; however should be prepared.
- Proposed fee is the same as all other Zoning Board applications

Current New Fee:  
\$0  
Proposed Initial Fee:  
\$600



**Questions?**

**PINE COUNTY PERSONNEL COMMITTEE**  
**November 7, 2022 – 9:00 a.m.**  
**Board Room, Pine City Courthouse**  
**Pine City, Minnesota**

Members present: Commissioner Matt Ludwig and Commissioner Steve Hallan (alternative).

Members absent: Commissioner Josh Mohr – excused.

Others present: County Administrator David Minke, County Attorney Reese Frederickson, Health and Human Services Director Becky Foss, Jail Administrator Rodney Williamson, Human Resources Manager Jackie Koivisto, IT Manager Ryan Findell, Human Resources Generalist Jen Frederickson

Others present via electronic means: Economic Development Coordinator Lezlie Sauter

1. Commissioner Ludwig called the meeting to order at 9:16 a.m.
  2. **Motion** by Commissioner Ludwig to approve the Minutes of the October 10, 2022, Personnel Committee meeting. Second by Commissioner Hallan. Motion carried 2-0.
  3. **Motion** by Commissioner Hallan to approve the November 7, 2022, Personnel Agenda with the following additions:
    - 5: Acknowledge the resignation of Corrections Officer/Court Holding Officer Alex White and approve backfill of this position and any subsequent positions. Second by Commissioner Ludwig. Motion carried 2-0.
  4. Health and Human Services
    - A. Health and Human Services Director Becky Foss announced the resignation of Eligibility Worker Angie Palmer, effective October 21, 2022, and requested approval to backfill the position and subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 6 with a minimum starting wage of \$20.49/hour and is contained in the 2022 Health & Human Services budget.
    - B. Health and Human Services Director Becky Foss announced the retirement of Social Worker Mary Buck Swegle, effective January 6, 2023, and requested approval to backfill the position and subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 10 with a minimum starting wage of \$25.88/hour and is contained in the 2022 Health & Human Services budget.
    - C. Health and Human Services Director Becky Foss announced the resignation of Social Worker Jenna Furlong, effective November 18, 2022, and requested approval to backfill the position and subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 10 with a minimum starting wage of \$25.88/hour and is contained in the 2022 Health & Human Services budget.
- Motion** by Commissioner Ludwig to:
- Acknowledge the resignation of Eligibility Worker Angie Palmer, effective October 21, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The

position is a Grade 6 with a minimum starting wage of \$20.49/hour and is contained in the 2022 Health & Human Services budget.

- Acknowledge the retirement of Social Worker Mary Buck Swegle, effective January 6, 2023, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 10 with a minimum starting wage of \$25.88/hour and is contained in the 2022 Health & Human Services budget.
- Acknowledge the resignation of Social Worker Jenna Furlong, effective November 18, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 10 with a minimum starting wage of \$25.88/hour and is contained in the 2022 Health & Human Services budget.

Second by Commissioner Hallan. Motion carried 2-0.

5. Corrections

Jail Administrator Rodney Williamson announced the resignation of Corrections Officer Alex White, effective November 18, 2022, and requested approval to backfill the position and subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 7 with a minimum starting wage of \$21.77/hour and is contained in the 2022 Jail budget.

**Motion** by Commissioner Ludwig to acknowledge the resignation of Corrections Officer Alex White, effective November 18, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 7 with a minimum starting wage of \$21.77/hour and is contained in the 2022 Corrections budget. Second by Commissioner Hallan. Motion carried 2-0.

6. County Attorney

County Attorney Reese Frederickson requested approval to grant a performance increase above the Grade 8 salary maximum. The Office Manager in the County Attorney's Office is eligible for a performance increase. She currently earns \$30.43/hour and is near the maximum wage for the Grade 8 position range of \$23.70- \$30.83/hour. The Committee discussed employees who are at maximum wage for their grade who are unable to get increases but are performing at a high level.

The consensus of the committee was to consider the overall wage structure as part of the discussion of items number 8 and 9 below.

7. Marketing Project update and discussion

Members of the marketing project gave an overview of the Marketing / Branding firm selected – CivicBrand. Lezlie Sauter, Economic Development Coordinator, provided an overview of the selection process and the decision to select CivicBrand. The Personnel Committee members, as committee of jurisdiction, will be invited to participate in meetings and discussions. Periodic updates will also be provided as requested.

8. 15-year Performance Pay

The county has negotiated performance pay with the correction/dispatch unit and deputies which allow employees at the top of the scale to get up to a 2% performance pay at 15 years. The committee discussed expanding this program to non-union employees. The current bargaining agreement language for this program is:

Deputies CBA language from Article 17: "Compensation"

Employees who have reached 15 years of employment in their grade (Deputy / Investigator / Sergeant) will be eligible for up to a 2% increase on their 15-year anniversary date. The increase shall be awarded following a satisfactory performance review by the County Sheriff or designee. Any employee not awarded a 2% performance increase at 15 years will be reconsidered at future anniversary dates.

Correction Officers/Dispatchers CBA language from Article 14: "Compensation"

Performance Pay: Employees who have reached 15 years of employment in their grade are eligible for up to a 2% performance increase on their 15-year anniversary date. The increase shall be awarded following a satisfactory performance review by the department head or designee. Any employee not awarded a 2% performance increase at 15 years will be reconsidered at future anniversary dates.

If the county is interested in considering an amendment to the personnel policies, the following language could be added to section 10.5

*Employees who have reached 15 years of employment and who are at the top of the pay scale are eligible for up to a 2% performance increase on their 15 year anniversary date. The increase shall be awarded following a satisfactory performance review by their supervisor and approval of the department head. Any employee not awarded a 2% performance increase at 15 years will be reconsidered at future anniversary dates.*

Committee members asked for data, including impact of the total costs, to bring to the November 15, 2022, County Board Meeting for discussion.

9. 2023 Compensation Study Discussion

In 2015, the county contracted with Springsted Incorporated for a classification and compensation study. The results of the study were implemented beginning in 2016. The county regularly makes informal wage comparisons with neighboring counties, and actively engages in wage negotiations with its represented groups. It is recommended that a more comprehensive review be conducted periodically.

With no further business, the meeting was adjourned at 10:14 a.m.



# AGENDA REQUEST FORM

**Date of Meeting: November 15, 2022**

☒ **County Board**

☐ **Consent Agenda**

☒ **Regular Agenda**

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

☐ **Personnel Committee**

☐ **Other** \_\_\_\_

**Agenda Item:** 2023 Budget Update

**Department:** Administration

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

## **Background information on Item:**

The county board adopted the 2023 preliminary property tax levy on September 20, 2022 and is scheduled to consider the final 2023 budget and property tax levy at the December 20, 2022 meeting.

As proposed, the initial budget in September had a gap of \$1.6 million. That gap was closed using \$554,405 of cuts, \$621,262 of ARPA funds, and a 3% (\$619,580) levy increase. At the September 20, 2022 county board meeting, the board adopted a preliminary levy with a 3% increase.

The proposed budget maintains existing services and adds an additional deputy sheriff position.

Since September, the proposed budget has been adjusted as follows:

- 1) A reduction in \$30,395 to HHS. The \$30,395 levy reduction was shifted to the General Fund and added to the contingency.
- 2) An increase of \$68,010 in the General Fund.
  - a. The Gun Permit revenue and expenses were increased \$53,010 to better estimate the actual activity. The change increases the bottom line but does not impact the levy.
  - b. \$15,000 was added to the Sheriff's Operations as follows: \$5,000 to the sheriff drone operations, \$5,000 to the gun range operations, and \$5,000 to the K-9 program. These changes increase the expenditure without increasing revenue so have the effect of decreasing the contingency.

With these changes, the contingency in the General Fund increased \$15,395 to \$65,299.

- 3) Reduction in the estimated state aid for highways of \$570,000 and a reduction in the estimated local sales tax for transportation of \$50,000. The state aid amount is driven by the Highway User Tax Distribution Fund (HUTD). Primary revenue sources for the HUTD are gas tax, tab fees, and motor vehicle sales tax. This revenue reduction in the Road & Bridge Fund is net neutral as expenses were reduced by a similar amount. The final numbers will not be known until January. After that, Highway Engineer/Public Works Director Mark LeBrun will determine if any project or schedule adjustments should be considered.

As of today, the total proposed 2023 expenditure budget is \$54,467,472 and the revenue estimate is \$54,489,814. The totals are broken out by fund in the following chart along with the levy amount by fund and the percentage of the levy for each fund:

<b>Fund</b>	<b>Revenue</b>	<b>Expenditure</b>	<b>Net</b>	<b>Levy Amount</b>	<b>Levy % of Total Revenue</b>
<b>General</b>	21,038,154	20,972,855	65,299	12,430,579	59.1
<b>Health &amp; Human Services</b>	11,855,266	12,043,828	-188,562	4,167,312	35.2
<b>Road &amp; Bridge</b>	17,549,337	17,549,337	0	2,054,821	11.7
<b>COVID</b>	118,525	118,525	0	0	0
<b>Land Management</b>	1,266,199	1,266,199	0	0	0
<b>Building Fund</b>	35,000	35,000	0	25,000	71.4
<b>Jail Bond</b>	1,181,995	1,117,100	64,895	1,177,995	99.7
<b>Courthouse Bond</b>	1,027,870	966,365	61,505	1,005,029	97.8
<b>CIP Bond</b>	345,718	326,513	19,205	344,518	99.7
<b>Technology Fund</b>	25,000	25,000	0	25,000	100
<b>Election</b>	46,750	46,750	0	42,000	89.8
<b>Total</b>	54,489,814	54,467,472	22,342	21,272,255	39

At the meeting Auditor/Treasurer Kelly Schroeder will review the proposed budget.