

# **ADDITIONS/REVISIONS/CORRECTIONS**

**Regular Meeting  
March 15, 2022**

**Addition:**

**Consent Agenda Item 7.1**

**7.1 Personnel / Promotion**

- A. Consider approval of the promotion of part-time correction officers Kristi Arnoff and Andrew Degerstrom to full-time status effective March 16, 2022. Wage and grade remain unchanged.



## AGENDA REQUEST FORM

Date of Meeting: March 15, 2022



County Board



Consent Agenda



Regular Agenda

5 mins

☐

10 mins

☐

15 mins

☐

Other

☐

Personnel Committee



Other \_\_\_\_\_

Agenda Item: Part-Time Corrections Officers to Full-Time

Department: Pine County Sheriff's Office - Jail

Department Head signature

### Background information on Item:

Acknowledge the promotion of Corrections Officers Kristi Arnoff and Andrew Degerstrom, from part-time status to full-time status effective March 16, 2022, Wage and grade remain the same per 2022 Union Contract.

Kristi Arnoff - Grade 7 - Step 1 - \$21.77 per hour

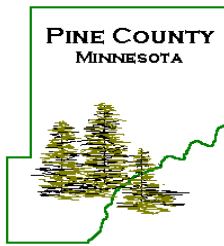
Andrew Degerstrom - Grade 7 - Step 4 - \$24.56 per hour

### Action Requested:

Acknowledge promotion of 2 part-time Corrections Officer to full-time status

### Financial Impact:

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



**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, March 15, 2022, 10:00 a.m.**  
**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): 913 8246 1935; (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  
Approve Minutes of March 1, 2022 County Board Meeting and Summary for publication.
- F) Minutes of Boards, Reports and Correspondence  
Pine County Zoning Board Minutes – January 27, 2022  
Pine County Land Surveyor Monthly Report – February 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 February, 2022 Cash Balance (attached)**

<b>Fund</b>	<b>February 28, 2021</b>	<b>February 28, 2022</b>	<b>Increase/Decrease</b>
General Fund	4,279,954	4,462,588	182,634
Health and Human Services Fund	1,942,706	2,346,262	403,556
Road and Bridge Fund	1,845,418	2,817,201	971,783
COVID Relief	0.00	2,503,513	2,503,513
Land	2,374,934	2,461,114	86,180
Self Insurance	373,110	501,726	128,616

TOTAL (inc non-major funds)	11,973,765	17,387,406	5,413,641
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2. **February 2022 Disbursements/Claims Over \$2,000 (attached)**

Consider approval of the February 2022 disbursements including the individual listing of claims over \$2,000 and 423 claims under \$2,000 or not needing approval totaling \$450,597.

3. **Applications**

Consider approval of the following:

A. **Application for Premises Permit**

- i. Consider approval of Resolution 2022-15 approving the application for Northern Pine Riders to conduct lawful gambling at Banning Junction Bar, 60684 State Hwy. 23, Finlayson, MN (Finlayson Township) and authorize County Auditor-Treasurer Kelly Schroeder to sign the application.

B. **Consumption & Display License**

- i. Acknowledge application and authorize County Auditor-Treasurer Schroeder to sign the consumption and display license for Aufderhar & Aufderhar, LLC.

4. **Blandin Foundation Grant Agreement**

Ratify Grant Agreement with the Blandin Foundation accepting the \$75,000 grant for broadband, dated March 8, 2022.

5. **2021-2023 Off Highway Vehicle Enforcement Grant Program**

Consider approval of the 2021-23 Office Highway Vehicle Enforcement Grant in the total amount of \$17,824. The grant will be used for enforcement, equipment and training for the community. This grant does not require matching funds.

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

Review and consider approval of Commissioners' Expense Claim Forms.

7. **New Hire**

Consider approval of the hiring of:

- A. Highway Maintenance Worker Nathan Romanowski, effective April 4, 2022, Grade 6, Step 1, \$20.49 per hour.
- B. Full Time Deputy Sheriff David Moe, effective March 21, 2022, Grade 10, Step 1, \$26.65 per hour.
- C. Social Worker Austin Lessard, effective March 28, 2022, Grade 10, Step 1, \$25.88, subject to successful completion of background check.

8. **Training**

- A. Consider approval for Veterans Service Officer Michael Harshman to attend the 2022 National Association of County Veterans Service Officers training conference from June 4-10, 2022 in San Antonio, Texas. Registration \$450, Meals \$238, Travel and Accommodations \$1,506, Approximate total cost: \$2,194. Funds are available in the 2022 Veterans Service Office budget.
- B. Consider approval for Social Worker Samantha Maser to attend the Minnesota Social Services Association conference, March 16-18, 2022 in Minneapolis, Minnesota. Registration \$215. Funds are available in the 2022 Health & Human Services budget.

## **REGULAR**

1. **Recognition of Retirement**

Acknowledge Eligibility Worker Judith Tengwall's retirement after 25+ years of service to Pine County.

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

The Personnel Committee met March 7, 2022. The Personnel Committee made the following recommendation:

A. **Sheriff's Office - Jail**

- i. Acknowledge the retirement of Jail Programmer Brent Jahnz, effective April 30, 2022 and request backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
- ii. Acknowledge the resignation of Corrections Officer Nicholas Marolt, effective February 23, 2022 and request backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
- iii. Acknowledge the resignation of Corrections Officer Duane Begay, effective March 13, 2022 and request backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

B. **Sheriff's Office - Dispatch**

- i. Acknowledge the resignation of Dispatcher Jenny McClain, effective July 16, 2022 and request backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

Other items are for information only.

3. **Introduction of Extension Ag Educator**

Introduction of Katie Hagen, Extension Agriculture Educator, Pine and Isanti County.

4. **Presentation of Out-of-Home Placement Report**

Probation Director Terry Fawcett will present the 2021 Probation Out-of-Home Placement Report.

5. **Community Development Block Grant–Coronavirus (CDBG-CV): Shelter Rehabilitation – Architect Proposal**

Consider approval of a Professional Services Agreement with LHB, in the amount of \$82,306, for architectural services for A Place for You, and authorize Board Chair and County Administrator to sign. The project will be paid with CDBG-CV grant funds and potentially \$10,000 from the Initiative Foundation.

6. **Schedule Special Meetings**

Set the following upcoming Special Meetings:

- A. Special Meeting–Pine County Education Collaborative Leadership Network, March 23, 2022, 6:00 p.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota
- B. Special Meeting-Committee of the Whole a Special Meeting/Committee of the Whole, April 12, 2022 at 9:00 a.m. at the Pine County Courthouse, Board Room, Pine City, Minnesota.
- C. Special Meeting-Annual Road Tour, May 10, 2022, 9:00 a.m., commencing at the courthouse, followed by a road tour traveling/reviewing and discussing roads, bridges and transportation.
- D. Local Government Officials Meeting, date and location to be determined.

7. **Commissioner Updates**

AMC Legislative Conference / Legislative Update  
Central MN Council on Aging  
Soil & Water Conservation District  
Central Minnesota Jobs and Training Service  
East Central Solid Waste Commission  
East Central Regional Library Trustees Board  
Chemical Health Coalition  
Other

8. **Other**

9. **Upcoming Meetings (Subject to Change)—Contact the organization hosting the meeting to confirm meeting details and for call-in information.**

- a. Pine County Board of Commissioners, Tuesday, March 15, 2022, 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota
- b. Arrowhead Counties Association, Wednesday, March 16, 2022, 6:00 p.m., Hampton Inn, Duluth, Minnesota
- c. Lakes & Pines Community Action Council, Monday, March 21, 2022, 10:00 a.m., 1700 Maple Avenue East, Mora, Minnesota
- d. Technology Committee, Tuesday, March 22, 2022, 9:00 a.m., Commissioners Conference Room, Courthouse, Pine City, Minnesota
- e. NLX, Wednesday, March 23, 2022, 10:00 a.m.,
- f. Pine County Housing & Redevelopment Authority/Economic Development Authority (HRA/EDA), Wednesday, March 23, 2022, 1:00 p.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota
- g. Special Meeting—Pine County Education Collaborative Leadership Network, March 23, 2022, 6:00 p.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota
- h. Northeast Minnesota Emergency Communications Board/Radio Advisory Committee, Thursday, March 24, 2022, 10:00 a.m., St. Louis County EOC – Pike Lake, 5735 Old Miller Trunk Highway, Duluth, Minnesota
- i. Highway 23 Coalition Annual Meeting, Friday, March 25, 2022, 11:30 a.m., The Park Event Center, 500 Division St., Waite Park, Minnesota
- j. Snake River Watershed Management Board & Snake River 1W1P Policy Committee, Monday, March 28, 2022, 9:00 a.m., Kanabec County Courthouse, 18 North Vine, Mora, Minnesota
- k. AMC Legislative Update, Monday, April 4, 2022, 8:30 a.m.
- l. Pine County Board of Commissioners, Tuesday, April 5, 2022, 10:00 a.m., Board Room, Courthouse, 635 Northridge Drive NW, Pine City, Minnesota

10. **Adjourn**

**MINUTES  
OF THE  
PINE COUNTY BOARD MEETING  
Regular Meeting  
Tuesday, March 1, 2022 - 10:00 a.m.  
Board Room, Courthouse, Pine City, Minnesota**

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

Present were Commissioners Josh Mohr, Terry Lovgren, JJ Waldhalm and Matt Ludwig. Also present was County Administrator David Minke and County Attorney Reese Frederickson. Due to an out-of-town commitment, Chair Steve Hallan joined the meeting via interactive technology, pursuant to Minnesota Statute 13D.02. Chair Hallan was seen and heard at the meeting via electronic means, at Fort Pickens Discovery Center, 1400 Fort Pickens Rd., Pensacola Beach, Florida, a location open and accessible to the public.

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. Lee Greenly asked that his deviation from the county's Encroachment Policy be approved. This item is Regular Agenda, Item 2Ci.

Chair Hallan requested Vice Chair Mohr lead the remainder of the meeting.

Ailene Croup arrived after the public comment portion of the agenda had concluded; however, Vice Chair Mohr invited her to speak if she had any comments. Ms. Croup stated she is a Sandstone Township employee and stated that funds proposed to be set aside to the county decrease the funds available to townships. Croup also commented on election voting equipment.

Vice Chair Mohr inquired of any agenda revisions. County Administrator Minke stated there were no revisions; however, he noted that a Housing and Redevelopment Authority/Economic Development Authority report is scheduled in the Commissioner Updates portion of the agenda. There may be a request for spending of American Rescue Plan Act funds associated with that report.

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

**Motion** by Commissioner Lovgren to approve the Minutes of the February 15, 2022 county board meeting and Summary for publication. Second by Commissioner Waldhalm. A Roll Call vote was called by Vice Chair Mohr: District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye. Motion carried 5-0.

## Minutes of Boards, Reports and Correspondence

Minnesota Power correspondence – Proposed Change in Monthly Electricity Costs

Association of Minnesota Counties correspondence

**Motion** by Commissioner Ludwig to acknowledge the Minutes of Boards, Reports and Correspondence. Second by Commissioner Hallan. A Roll Call vote was called by Vice Chair Mohr: District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye. Motion carried 5-0.

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

## **CONSENT AGENDA**

### 1. **Applications**

Approve Resolution 2022-14 approving the application for Premises Permit for the Pokegama Lake Association to conduct lawful gambling at Maverick's Saloon, 29410 Beroun Crossing Road, Pine City, MN (Chengwatana Township) and authorize County Auditor-Treasurer Kelly Schroeder to sign the application.

### 2. **2021 Gas Tax Distributions**

Approve the 2021 gas tax distributions to townships.

### 3. **Donations**

Approve a \$300 donation from Jeff's Outdoor Services to be designated to the Pine County Sheriff's Office K-9 fund.

### 4. **Training**

Approve Environment Technician Lukas Olson to attend the Intermediate and Advanced SSTS Design and Inspection courses held April 11-15, 2022 and April 25-29, 2022, in Alexandria, Minnesota. Coursework: \$1,050; Lodging (10 nights): \$1,000; Mileage: \$544. Total cost of training: \$2,594.

## **REGULAR AGENDA**

### 1. **Facilities Committee Report**

Commissioner Ludwig provided an overview of the February 15, 2022 Facilities Committee meeting, stating Jail Administrator Rod Williamson had presented two proposals for an assessment/study of the county jail--BKV Group and Wold Architects and Engineers. After discussion, it was the consensus of the Committee to recommend proceeding with BKV Group to complete a facility assessment at a cost of \$18,000, and a data assessment and inmate population projection at a cost of \$18,000. The BKV Group proposal also included an additional \$4,500 for travel and reimbursable expenses. Funding source is the American Rescue Plan Act (ARPA) funds.

**Motion** by Commissioner Ludwig to authorize BKV Group to perform a jail facility assessment, data assessment and inmate population projection, at a cost not to exceed \$40,500. Second by Commissioner Lovgren. A Roll Call vote was called by Vice Chair Mohr: District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair



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

## **2. Land and Zoning Advisory Committee Report**

Commissioner Lovgren provided an overview of the February 17, 2022 Land and Zoning Advisory Committee meeting. The Land and Zoning Advisory Committee made the following recommendations:

### **A. Northern Pine Riders Snowmobile Club (NPRSC) Grant Match Request**

- i. *Utilize ARPA funds for the county's \$15,000 contribution for the Northern Pine Riders Snowmobile Club (NPRSC) grant match request and approve the agreement for the project between the NPRSC, the City of Willow River (fiscal agent) and Pine County.*

Commissioner Lovgren explained the total cost of the project is \$120,000; the club has received federal funding for \$90,000 and is requesting \$15,000 of the remaining \$30,000 from the county (the club will pay the other \$15,000).

**Motion** by Commissioner Lovgren to approve the use of ARPA funds for the county's \$15,000 contribution for the Northern Pine Riders Snowmobile Club (NPRSC) grant match request and approve the agreement for the project between the NPRSC, the City of Willow River, and Pine County. Second by Commissioner Ludwig. A Roll Call vote was called for by Vice Chair Mohr: District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye. Motion carried 5-0.

### **B. Land Auction/Sales**

- i. 2022 proposed list of land auction parcels
  - a) *Set the 2022 Land Auction for September 16, 2022*
  - b) *Accept the proposed listing of parcels to be offered for sale*
  - c) *Approve Resolution 2022-10 and authorize Board Chair and County Administrator to sign. The resolution classifies the identified lands as non-conservation lands, allows the distribution of listing to local governments and Minnesota Department of Natural Resources for their review and approval for the sale of said lands.*
- ii. Withdraw Previously Offered Parcels from the Public Land Sale List
  - a) *Approve Resolution 2022-11 and authorize Board Chair and County Administrator to sign. This resolution directs withdrawal of previously offered parcels from the public land sale list on July 8, 2022.*
- iii. Homestead Property Repurchase/Contract Reinstatement Deadline
  - a) *Approve Resolution 2022-12 and authorize Board Chair and County Administrator to sign. The resolution establishes that all application requests for repurchases and contract reinstatements must be submitted to the Auditor's Office by July 26, 2022.*

### **Outlot A of Jackie's 1<sup>st</sup> Addition**

*Recommendation that the County offer the tax forfeited 3/16<sup>th</sup>'s interest in this outlot parcel to the other owners in Jackie's 1<sup>st</sup> Addition, and not uses it for public lake access*

Public winter access to Cross Lake was discussed. Jackie's 1<sup>st</sup> Addition is located on the west side of Cross Lake, and when platted, County Auditor-Treasurer Schroeder stated it was the developer's intent that the outlots were created to allow property owners deeded lake access to Cross Lake. Three outlots have been tax forfeited and discussion as to whether the county should retain ownership for public access to the lake was discussed. Chair Hallan stated public winter access to Cross Lake is an important concern to many lake users.

Commissioner Mohr stated he would like to see an access on the lake. Commissioner

Waldhalm questioned who would construct the access or pay for it. Commissioner Ludwig recommended a winter easement for the public to access the lake.

**Motion** by Commissioner Ludwig approve

- 1) the 2022 land auction date of September 16, 2022,
- 2) accept the proposed listing of parcels to be offered for sale,
- 3) approve Resolution 2022-10 for 2022 Pine County Tax-Forfeited Land Classification (Non-Conservation)
- 4) approve Resolution 2022-11 to Withdraw Previously Offered Land Auction Parcels
- 5) approve Resolution 2022-12 for Homestead Property Repurchase and Contract Reinstatement Deadline
- 6) allow the county's 3/16 interest in Outlot A of Jackie's 1<sup>st</sup> Addition to be offered for sale to the other owners in Jackie's 1<sup>st</sup> Addition.

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

**C. County Encroachment Policy Deviation Request**

*i. Deny Lee Greenly's request for deviation from the County Encroachment Policy.*

The Land and Zoning Advisory Committee reviewed that Mr Greenly built a cabin on county memorial forest land. In 2019 the county completed a survey and notified that Mr. Greenly needed to relocate the structure. The Land and Zoning Advisory Committee determined there was no public interest in deviating from the county policy to allow this private structure to remain on county memorial forest land.

**Motion** by Commissioner Ludwig to deny Lee Greenly's request for a deviation from the county's Encroachment Policy. Second by Commissioner Lovgren. A Roll Call vote was called by Vice Chair Mohr: District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye. Motion carried 5-0.

**D. Land Fund**

*i. Approve Resolution 2022-13 and authorize Board Chair and County Administrator to sign. The resolution sets aside:*

- a) 5% of tax forfeit land sales for blight clean up to ensure continued funds to address blighted tax forfeit properties;*
- b) 5% of tax forfeit land and timber sale revenues for timber development;*
- c) 20% of tax forfeit land sale and timber sale revenues for purposes of acquisition and maintenance of county parks or recreational areas.*

County Auditor-Treasurer Schroeder stated the percentage for each fund remain unchanged from last year.

**Motion** by Commissioner Ludwig to approve Resolution 2022-13 for Set Aside of Tax Forfeit/Timber Sale Revenues. Second by Commissioner Lovgren. A Roll Call vote was called by Vice Chair Mohr: District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye. Motion carried 5-0.

### **3. Technology Committee Report**

Vice Chair Mohr stated the Technology Committee met on February 22, 2022. Cyber and election security was discussed.

### **4. Voting Equipment Ad Hoc Committee Report**

Commissioner Lovgren stated the Voting Equipment Ad Hoc Committee (Lovgren and Waldhalm) met on February 22, 2022 and viewed demonstrations of election tabulation equipment and assistive voting devices from vendors Command Central and ES&S. Election officials from many townships and cities also attended the demonstration. It was determined that due to ease of use, it was the recommendation of the committee to recommend purchase of election tabulation equipment and assistive voting devices from ES&S for a cost of \$337,435. Grant funds of \$163,552, ARPA funds of \$150,000 and election fund balance of \$23,833 will be used.

**Motion** by Commissioner Lovgren to purchase election equipment from ES&S at a cost of \$337,435. Second by Commissioner Waldhalm. A Roll Call vote was called by Vice Chair Mohr: District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye. Motion carried 5-0.

### **5. Commissioner Updates**

Arrowhead Counties Association: Commissioner Ludwig unable to attend.

Extension Committee: Commissioner Lovgren stated the 4-H Coordinator position, ag educator hire, Farm Family of the Year, and budget were discussed.

NLX: Commissioner Lovgren stated Sandstone has been eliminated from the proposed maintenance stop location. Commissioner Ludwig stated that he has been asked to vote at meetings, however stated that because Pine County is a non-paying dues member of NLX, he is reluctant to vote. The county attorney took this under advisement and render a legal opinion on voting.

Housing & Redevelopment Authority/Economic Development Authority: Chair Hallan stated the City of Sandstone has applied for a rail and transportation study grant and is requesting assistance with matching the \$75,000 federal EDA award. The project is estimated to cost \$150,000 and a \$75,000 match is required. The Initiative Foundation has committed to provide \$5,000.

**Motion** by Chair Hallan to designate up to \$35,000 in American Rescue Plan Act (ARPA) funds to the City of Sandstone to support the rail study. Second by Commissioner Waldhalm. A Roll Call vote was called by Vice Chair Mohr: District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye. Motion carried 5-0.

Snake River Watershed Management Board and Snake River 1W1P Policy Committee:

Commissioner Lovgren stated they are looking to hire a coordinator and are working on updating the job description for the position to determine a salary range.

Other:

Central EMS: Commissioner Ludwig stated an emergency meeting was called February 25, 2022 for discussion of the opioid settlement and to attempt to capture funds from this settlement.

PTCC Graduation: Commissioner Lovgren stated she recently attended the Pine Technical and Community College graduation for 10 graduates of the Emergency Medical Responder program. Most graduates are local volunteer firefighters.

6. **Other**

None.

7. **Upcoming Meetings**

Upcoming meetings were reviewed.

Vice Chair Mohr called for a short recess at 11:54 a.m.; the Board will reconvene as a Committee of the Whole.

## **Committee of the Whole**

The Board reconvened at 12:00 p.m. as a Committee of the Whole.

Present were Chair Hallan (via electronic means), Commissioners Mohr, Lovgren, Waldhalm and Ludwig, County Administrator David Minke, County Attorney Reese Frederickson, HR Manager Jackie Koivisto, Sheriff Jeff Nelson and County Auditor-Treasurer Kelly Schroeder.

### **American Rescue Plan Update**

**A. Recruitment Update and Referral Incentive Program**

HR Manager Jackie Koivisto provided information on the creation of a Referral Bonus Program. Currently the sheriff's office and jail are experiencing difficulty in hiring positions within their departments. A referral bonus may motivate current employees to help find potential new employees. There are currently no ARPA funds designated to this program.

It was the **Consensus** of the Board that Human Resources develop a draft policy including costs and bring back to the county board for consideration.

**B. Update on Current Programs with already approved funding**

1. Pine County College Initiative

Summary of Workfast Participation: 48 Student Participants/ fall 2020-fall 2021

Spring 2022 – basic machining :10, CNA 10, with waiting list, EMR: 16, EMR

Initial 10, basic small engine: 14

Business classes for local businesses

2. U of M Extension Mental Health Well Being

Handout contained within board packet outlining current status of program.

3. Residential/Commercial Rehab Program through Lakes & Pines

County Administrator Minke stated \$200,000 remains of funds unspent from this program; suggested that these funds be reallocated.

**C. Overview of Final Treasury Rule**

County Auditor-Treasurer Kelly Schroeder provided an update on the final treasury rule which was approved in January, 2022. Schroeder stated the major change is jurisdictions can take the loss revenue of up to \$10 million or the total award amount if less than \$10,000,000 .

Below is a status updated of proposed projects:

	Project	Initial Request	Approved Request (March 1, 2022)
1.	County-wide housing/commercial rehab	\$851,200	Rehab program reduced \$200,000;
2.	PTCC / Workfast	\$459,000	
3.	U of M Extension-Mental Health	\$75,000	
4.	PCSO Jail Enhancements	\$1,000,000	Jail Study approved-\$40,500
5.	Broadband Grant Program	\$750,000	
6.	Vehicles/Equipment	\$400,000	Approved at \$350,000
7.	Health Insurance COVID Costs	\$300,000	
8.	Youth Programming/4-H Educator	\$160,000	Susanne Hinrichs and Jan Derdowski to put together proposal & programs and present to the board
9.	Community Health (Blue Zones)	\$150,000	
10.	Election Equipment	\$150,000	Approved
11.	PCSO Staffing	\$120,000	Requested further discussion at Personnel Committee
12.	Child Care/Foster Care Projects/Grants	\$100,000	
13.	PCSO Medical Bags/AED per Squad	\$90,000	Approved
14.	PCSO Jail Body Cameras	\$75,000	
15.	Hinckley Transportation/Economic Impact Study	\$65,800	Approved
<b>Motion</b> by Commissioner Ludwig to approve \$65,800 of American Rescue Plan Act (ARPA) funds designated for a Hinckley Transportation/Economic Impact Study. Second by Commissioner Mohr. A Roll Call vote was called by Vice Chair Mohr: District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; Motion carried 5-0.			
16.	PCSO Radio Amplifier (East Central HS)	\$46,000	
17.	Sandstone Freight Rail and Transportation Study	\$35,000	Approved
18.	County-wide Marketing	\$25,000	
19.	Sandstone Town Hall Septic & Well	\$25,000	Approved

<p><b>Motion</b> by Commissioner Ludwig to approve up to \$25,000 reimbursement to Sandstone Township from American Rescue Plan Act (ARPA) funds designated for installation of a septic system and well at the Sandstone Town Hall. Second by Commissioner Lovgren. A Roll Call vote was called by Vice Chair Mohr: District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; Motion carried 5-0.</p>			
20.	PCSO 40 masks w/CBRN filter	\$24,000	Approved
21.	PCSO Training	\$20,000	
22.	Soo Line Trail Improvements	\$15,000	Approved
23.	PCSO Squad Camera & Router	\$13,000	
24.	Food Shelves	\$10,000	
25.	HHS Directed Aid (assist families in need)	\$10,000	Approved
<p><b>Motion</b> by Commissioner Lovgren to approve \$10,000 of American Rescue Plan Act (ARPA) funds to Pine County Health &amp; Human Services to assist individual and families. Second by Chair Hallan. A Roll Call Vote was called by Vice Chair Mohr: District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; Motion carried 5-0.</p>			
26.	PCSO Mental Health/Wellness Support	\$10,000	
27.	Well Water Testing Program-Match USDA	\$10,000	

After discussing all projects, it was the **consensus of the board** that staff should continue to review and finalize all identified projects.

## 8. Adjourn

With no further business, Vice Chair Mohr adjourned the meeting at 1:20 p.m. The next regular meeting of the county board is scheduled for March 15, 2022 at 10:00 a.m. at the North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota.

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Stephen Hallan, Chair  
Pine County 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, March 1, 2022 - 10:00 a.m.  
Board Room, Courthouse, Pine City, Minnesota**

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

Present were Commissioners Josh Mohr, Terry Lovgren, JJ Waldhalm and Matt Ludwig. Also present was County Administrator David Minke and County Attorney Reese Frederickson. Due to an out-of-town commitment, Chair Steve Hallan joined the meeting via interactive technology, pursuant to Minnesota Statute 13D.02. Chair Hallan was seen and heard at the meeting via electronic means, at Fort Pickens Discovery Center, 1400 Fort Pickens Rd., Pensacola Beach, Florida, a location open and accessible to the public.

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. Lee Greenly asked that his deviation from the county's Encroachment Policy be approved. This item is Regular Agenda, Item 2Ci.

Chair Hallan requested Vice Chair Mohr lead the remainder of the meeting.

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

**Motion** by Commissioner Lovgren to approve the Minutes of the February 15, 2022 county board meeting and Summary for publication. Second by Commissioner Waldhalm. A Roll Call vote was called by Vice Chair Mohr. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence

Minnesota Power correspondence – Proposed Change in Monthly Electricity Costs

Association of Minnesota Counties correspondence

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

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

Approve Resolution 2022-14 approving the application for Premises Permit for the Pokegama Lake Association to conduct lawful gambling at Maverick's Saloon, 29410 Beroun Crossing Road, Pine City, MN.

Approve the 2021 gas tax distributions to townships.

Approve a \$300 donation from Jeff's Outdoor Services to be designated to the Pine County Sheriff's Office K-9 fund.

Approve Environment Technician Lukas Olson to attend the Intermediate and Advanced SSTS Design and Inspection. Total cost of training: \$2,594.

**Motion** by Commissioner Ludwig to authorize BKV Group to perform a jail facility assessment, data assessment and inmate population projection, at a cost not to exceed \$40,500. Second by Commissioner Lovgren. A Roll Call vote was called by Vice Chair Mohr. Motion carried 5-0.

### **Land and Zoning Advisory Committee Report**

Commissioner Lovgren provided an overview of the February 17, 2022 Land and Zoning Advisory Committee meeting. The Land and Zoning Advisory Committee made the following recommendations:

#### **A. Northern Pine Riders Snowmobile Club (NPRSC) Grant Match Request**

**Motion** by Commissioner Lovgren to approve the use of ARPA funds for the county's \$15,000 contribution for the Northern Pine Riders Snowmobile Club (NPRSC) grant match request and approve the agreement for the project between the NPRSC, the City of Willow River, and Pine County. Second by Commissioner Ludwig. A Roll Call vote was called for by Vice Chair Mohr. Motion carried 5-0.

#### **B. Land Auction/Sales**

**Motion** by Commissioner Ludwig approve

- 1) the 2022 land auction date of September 16, 2022,
- 2) accept the proposed listing of parcels to be offered for sale,
- 3) approve Resolution 2022-10 for 2022 Pine County Tax-Forfeited Land Classification (Non-Conservation)
- 4) approve Resolution 2022-11 to Withdraw Previously Offered Land Auction Parcels
- 5) approve Resolution 2022-12 for Homestead Property Repurchase and Contract Reinstatement Deadline
- 6) allow the county's 3/16 interest in Outlot A of Jackie's 1<sup>st</sup> Addition to be offered for sale to the other owners in Jackie's 1<sup>st</sup> Addition.

Second by Commissioner Lovgren. A Roll Call vote was called by Vice Chair Mohr. Motion carried 4-1 with Chair Hallan opposing.

#### **C. County Encroachment Policy Deviation Request**

**Motion** by Commissioner Ludwig to deny Lee Greenly's request for a deviation from the county's Encroachment Policy. Second by Commissioner Lovgren. A Roll Call vote was called by Vice Chair Mohr. Motion carried 5-0.

#### **D. Land Fund**

**Motion** by Commissioner Ludwig to approve Resolution 2022-13 for Set Aside of Tax Forfeit/Timber Sale Revenues. Second by Commissioner Lovgren. A Roll Call vote was called by Vice Chair Mohr. Motion carried 5-0.

**Motion** by Commissioner Lovgren to purchase election equipment from ES&S at a cost of \$337,435. Second by Commissioner Waldhalm. A Roll Call vote was called by Vice Chair Mohr. Motion carried 5-0.



**Motion** by Chair Hallan to designate up to \$35,000 in American Rescue Plan Act (ARPA) funds to the City of Sandstone to support the rail study. Second by Commissioner Waldhalm. A Roll Call vote was called by Vice Chair Mohr. Motion carried 5-0.

Vice Chair Mohr called for a short recess at 11:54 a.m.; the Board will reconvene as a Committee of the Whole.

## **Committee of the Whole**

The Board reconvened at 12:00 p.m. as a Committee of the Whole.

Present were Chair Hallan (via electronic means), Commissioners Mohr, Lovgren, Waldhalm and Ludwig, County Administrator David Minke, County Attorney Reese Frederickson, HR Manager Jackie Koivisto, Sheriff Jeff Nelson and County Auditor-Treasurer Kelly Schroeder.

### **American Rescue Plan Update**

#### Recruitment Update and Referral Incentive Program

It was the **consensus** of the Board that Human Resources develop a draft policy including costs and bring back to the county board for consideration.

#### Overview of Final Treasury Rule

Below is a status update of proposed projects:

	<b>Project</b>	<b>Initial Request</b>	<b>Approved Request (March 1, 2022)</b>
1.	County-wide housing/commercial rehab	\$851,200	Rehab program reduced \$200,000;
2.	PCSO Jail Enhancements	\$1,000,000	Jail Study approved-\$40,500
3.	Vehicles/Equipment	\$400,000	Approved at \$350,000
4.	Youth Programming/4-H Educator	\$160,000	Susanne Hinrichs and Jan Derdowski to put together proposal & programs and present to the board
5.	Election Equipment	\$150,000	Approved
6.	PCSO Staffing	\$120,000	Requested further discussion at Personnel Committee
7.	PCSO Medical Bags/AED per Squad	\$90,000	Approved
8.	Hinckley Transportation/Economic Impact Study	\$65,800	Approved
<b>Motion</b> by Commissioner Ludwig to approve \$65,800 of American Rescue Plan Act (ARPA) funds designated for a Hinckley Transportation/Economic Impact Study. Second by Commissioner Mohr. A Roll Call Vote was called by Vice Chair Mohr. Motion carried 5-0.			
9.	Sandstone Freight Rail and Transportation Study	\$35,000	Approved
10.	Sandstone Town Hall Septic & Well	\$25,000	Approved

**Motion** by Commissioner Ludwig to approve up to \$25,000 reimbursement to Sandstone Township from American Rescue Plan Act (ARPA) funds designated for installation of a septic system and well at the Sandstone Town Hall. Second by Commissioner Lovgren. A Roll Call Vote was called by Vice Chair Mohr. Motion carried 5-0.

11.	PCSO 40 masks w/CBRN filter	\$24,000	Approved
12.	Soo Line Trail Improvements	\$15,000	Approved
13.	HHS Directed Aid (assist families in need)	\$10,000	Approved

**Motion** by Commissioner Lovgren to approve \$10,000 of American Rescue Plan Act (ARPA) funds to Pine County Health & Human Services to assist individual and families. Second by Chair Hallan. A Roll Call Vote was called by Vice Chair Mohr. Motion carried 5-0.

After discussing all projects, it was the **consensus of the board** that staff should continue to review and finalize all identified projects.

With no further business, Vice Chair Mohr adjourned the meeting at 1:20 p.m. The next regular meeting of the county board is scheduled for March 15, 2022 at 10:00 a.m. at the North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota.

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Stephen Hallan, Chair  
Pine County 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**  
**PINE COUNTY ZONING BOARD**  
**January 27, 2022 6:00 p.m.**  
**North Pine Government Center**  
**1602 Hwy 23 N Sandstone, MN**

**Members Present:**

Dirk Nelson, Patrick Schifferdecker, Ryan Clark, Les Orvis, Skip Thomson, Susan Grill, Matt Ludwig (ex-officio)

**Members Absent:**

Nancy Rys

**Staff Present:**

Caleb Anderson, Land & Resources Manager

**Others Present:**

Lonnie Ness, Jacqueline Ness, Cole Newman, Haley Newman, David Deutschlander

**CALL TO ORDER**

Caleb Anderson called the meeting to order at 6:00p.m.

**ELECTION OF OFFICERS**

Patrick Schifferdecker nominated Skip Thomson to serve as Chair.

Schifferdecker/Grill, 6-0 to elect Skip Thomson as Chair.

Skip Thomson took over meeting facilitation.

Les Orvis nominated Sue Grill to serve as Vice Chair.

Schifferdecker/Clark, 6-0 to elect Sue Grill as Vice Chair.

Patrick Schifferdecker nominated himself to serve as Secretary.

Orvis/Grill, 6-0 to elect Patrick Schifferdecker as Secretary.

**APPROVAL OF AGENDA**

Schifferdecker/Clark, 6-0, to approve the agenda as presented.

**APPROVAL OF MINUTES**

Schifferdecker/Nelson, 6-0, to approve the minutes of the December 16, 2021 meeting.

**Minor Subdivision Report**

Schifferdecker/Orvis, 6-0, to approve the minor subdivision report.

**Newman Variance Request:** Pine County Parcel 28.0859.000

*The applicant has requested a variance from Sections 5.51 of the Pine County Floodplain Management Ordinance to construct a dwelling that does not provide vehicular access at or above an elevation not more than two feet below the regulatory flood protection elevation. The subject parcel is an island and does not have vehicular access.*

**Anderson** provided a description of the project, as detailed in the staff report. He commented that at the time of the staff report, County Zoning staff had presumed that because the proposed building location was above the OHWL, it was out of the floodway. This is how Zoning staff have considered all floodplain structures on Zone A lakes. The letter submitted by DNR State Floodplain Manager, Ceil Strauss, provides more nuance to the determination, and asserts that the project is

within the floodway. Anderson stated that dwellings are not an allowed, nor conditional, use within the floodway zoning district, and added that the applicant has expressed interest in hiring an engineering study of the floodway on the island. Therefore, any approval of the variance must be contingent upon DNR consent that the project is in the flood fringe zoning district. If the Zoning Board finds the lack of vehicular access to be an undesirable risk for public safety, and therefore not an approvable variance, it would be beneficial for the applicant to have that decision prior to working with an engineer. Anderson commented that one way this proposal is unique from past variances for vehicular access is that this dwelling will never have vehicular access, regardless of flooding. On a normal floodplain site, an occupant may have health or mobility issues and be unaware of the safety risk during a flood. Conversely, any occupant of this dwelling will be fully aware of the poorer accessibility to emergency services at all times, regardless of flood conditions.

Anderson provided some interpretation of Ms. Strauss' letter, noting that the safety of a flooded site is a function of flood depth and velocity. Schifferdecker pointed out that in Ms. Strauss' letter she referred to the project area as being 5' below the BFE, while the chart in the letter showed flood depth in meters.

Cole Newman stated that he called FEMA and was told the project is not in the floodway, as it is not shown as floodway on the FEMA map. He also conveyed that the DNR does not have authority to consider unmapped floodways as floodway. FEMA staff were unwilling to write a letter to this effect. Cole shared that there are remnants of an old house on the island. Locals have said that the island did not completely flood when the Knife Lake Dam breached in the 1970s.

Chair Thomson opened the public hearing at 6:27pm.

David Deutschlander stated that he and the rest of the Pokegama Township Board do not have a concern with the variance and they appreciate the added tax base the project will bring.

Chair Thomson closed the public hearing at 6:28pm.

Sue Grill asked whether the Sheriff or Fire Department were notified about the request and whether they had concerns. Anderson replied that they were not directly contacted.

Skip Thomson said it would be interesting to see how other communities with island dwellings have managed emergencies. Patrick Schifferdecker added that there are two dwellings on islands on West Rush Lake.

*Grammar review*  
Les Orvis asked whether there is a place for a septic system. Newman replied that a design was already approved by Pokegama Township. Anderson added that the applicant's surveyor has marked the 10-year flood elevation and the Township is aware of the floodplain requirements for SSTS within the MN 7080 code. However, the Township has authority for that permitting decision.

Grill stated she would like to table the request in order to solicit comments from emergency personnel, research permitting on islands in other communities, and allow the applicant to further study whether the project may be in the flood fringe. She added that it is difficult to determine whether the project is in harmony with the comprehensive plan and the intent of the Floodplain Ordinance without knowing this information.

Motion by Grill, Second by Orvis, 3-3, to table the decision. Motion did not pass therefore the Board resolved to review the variance with the intent to add contingency in all responses that the project be shown to be in the flood fringe.

In its review of the variance criteria in MN 394.27 as well as Section 10.3 of the Pine County Floodplain Management Ordinance, the Zoning Board established the following findings:

- 1.) The proposed use is allowed in the flood fringe but not the floodway. At this time the DNR and County consider it floodway. Further study resulting in the project being considered flood fringe will deem the project allowed in the subject zoning district.
- 2.) If it can be shown to be in the flood fringe then the project is consistent with the County Comprehensive Plan and the intent of the ordinance. Construction of dwellings within the floodway is not consistent with the intent of the ordinance.
- 3.) The variance will not alter the character of the locality. The County recognizes that the variance is only considering the fact that the project does not have vehicular access during times of flooding.
- 4.) A practical difficulty does exist that prevents the owner from complying with the ordinance. Construction of vehicular access to the island is not feasible.
- 5.) The applicant's proposed use is reasonable. Many people have built homes on islands that do not have vehicular access.
- 6.) The applicant has good and sufficient cause for the variance.
- 7.) Failure to grant the variance would not result in exceptional hardship to the applicant. This is a second home for the applicant.
- 8.) The variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nuisances, fraud or victimization of the public, nor conflict with existing ordinances.
- 9.) The variance is the minimum necessary to afford relief to the applicant. The applicant has no means to further minimize the variance.

Motion by Schifferdecker, Second by Nelson, 6-0 to **approve the variance** with the following conditions:

- 1.) The applicant must produce documentation from the DNR stating the project is within the flood fringe.
- 2.) The dwelling must be evacuated during times of high flooding.

#### **OLD BUSINESS:**

##### **Ness Variance**

Regarding the Ness' denied variance application at the Zoning Board's December 16, 2021 meeting, Jacquelyn Ness read a statement requesting the County's reconsideration of their previously denied variance. Anderson stated the reconsidering the project was initially discussed because the variance was denied on a 3-2 vote, with two members absent. Additional voters could alter the decision. He shared an email from Nancy Rys, who was absent at the 12/16 meeting, in which she stated she did not support the variance.

Grill brought up that Robert's Rules has requirements for reconsideration of a decision. A motion must be made by one of the majority voters from the initial decision. Grill stated that she does not want to reconsider the variance denial. She stated that doing so will weaken the Board's ability to make a decision with absent members, even if a quorum is present. She

expressed that it sets a poor precedent. Schifferdecker expressed his agreement. A motion was not made to reconsider the variance denial.

#### **Recreational Vehicles and SSTS Requirements**

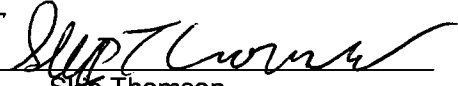
Anderson presented staff's recommended language based on County Board and Zoning Board feedback. Schifferdecker questioned whether a metric should be added to describe "occasional or semi-permanent use." Anderson replied that other Counties have found measuring days of occupancy to be an impractical task. Schifferdecker questioned if that provision (Item A(iii),) should be omitted as it is subjective. Anderson replied that it may be helpful without a metric if some evidence can be produced showing the RV is being used more than occasionally.

Motion by Schifferdecker, Second by Orvis, 6-0, to recommend County Board adoption of the proposed SSTS Ordinance Amendment.

#### **ADJOURN**

Schifferdecker/Orvis, 6-0 to adjourn the meeting at 7:54pm.

  
Patrick Schifferdecker  
Zoning Board Secretary

  
Skip Thomson  
Zoning Board Chair



# PINE COUNTY PUBLIC WORKS

## HIGHWAY DEPARTMENT

405 Airport Road NE  
Pine City, MN 55063

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

Mark A. LeBrun, P.E.  
County Engineer

### Pine County Land Surveyor Monthly Report

February 2022

Attend MSPS annual conference to acquire required PDH to maintain Land Surveyor license.

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

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

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

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

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

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

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

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

Robin T. Mathews, Pine County Surveyor

Monthly Report February 2022.doc



## AGENDA REQUEST FORM

Date of Meeting: March 15, 2022

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

Agenda Item: February 2022 Cash Balance

Department: Auditor-Treasurer

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

### Background information on Item:

February 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	February 2021 BALANCE	February 2022 BALANCE	DIFFERENCE
1 - GENERAL	4,279,953.72	4,462,587.72	182,634.00
12 - H&HS	1,942,705.88	2,346,262.11	403,556.23
13 - ROAD & BRIDGE	1,845,418.04	2,817,201.25	971,783.21
19 - COVID RELIEF	0.00	2,503,512.93	2,503,512.93
22 - LAND	2,374,934.02	2,461,114.43	86,180.41
60 - SELF INSURANCE	373,110.17	501,726.22	128,616.05
 TOTAL (incl non-major funds)	 \$11,973,765.11	 \$17,387,406.21	 5,413,641.10

-In February 2021, all COVID Relief dollars (state and federal) had been spent, whereas in 2022 the COVID relief fund reflects ARPA dollars.

-Beginning January 2021, Pine County was self-insured through United Health Care; thus the in balance year-over-year shows the maturity of the program.

### MONTH-TO-MONTH COMPARISON

FUND	January 2021 BALANCE	February 2022 BALANCE	DIFFERENCE
1 - GENERAL	5,880,862.39	4,462,587.72	(1,418,274.67)
12 - H&HS	2,157,260.88	2,346,262.11	189,001.23
13 - ROAD & BRIDGE	848,140.85	2,817,201.25	1,969,060.40
19 - COVID RELIEF	2,524,583.39	2,503,512.93	(21,070.46)
22 - LAND	2,383,630.51	2,461,114.43	77,483.92
60 - SELF INSURANCE	540,951.03	501,726.22	(39,224.81)
 TOTAL (incl non-major funds)	 \$15,771,649.14	 \$17,387,406.21	 1,615,757.07

-The decrease month-over-month in the general fund reflects the minimal revenues received, yet a regular level of expenses (payroll, utilities, etc).

-In Road & Bridge this increase is due to the influx of state aids during February.

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



TREASURER'S CASH TRIAL BALANCE

As of 02/2022

<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		369,017.49	623,710.13	
Disbursements		650,375.72-	1,997,325.90-	
Payroll		1,127,133.32-	2,383,746.95-	
Journal Entries		9,783.12-	76,709.13	
Settlement		0.00	297,758.44	
<b>Fund Total . . . . .</b>		<b>1,418,274.67-</b>	<b>3,382,895.15-</b>	<b>4,462,587.72</b>
 <b>12</b> Health & Human Services	 <b>420</b>	 H&HS-Income Maintenance		
	2,405,483.31			
Receipts		429,541.32	463,895.85	
Disbursements		74,352.80-	149,123.93-	
Payroll		194,812.33-	386,586.44-	
Journal Entries		0.00	26,625.64	
<b>Dept Total . . . . .</b>		<b>160,376.19</b>	<b>45,188.88-</b>	<b>2,360,294.43</b>
 <b>12</b> Health & Human Services	 <b>430</b>	 H&HS-Social Services		
	1,221,288.88-			
Receipts		443,360.56	618,178.98	
Disbursements		21,463.56-	57,603.98-	
SSIS		182,303.74-	345,205.00-	
Payroll		281,354.53-	569,662.51-	
Journal Entries		5,749.43-	46,399.70	
<b>Dept Total . . . . .</b>		<b>47,510.70-</b>	<b>307,892.81-</b>	<b>1,529,181.69-</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		161,517.54	208,217.91	
Disbursements		9,919.30-	50,191.24-	
Payroll		105,820.89-	210,703.52-	
Journal Entries		12,343.10	30,724.01	

**HHS TOTAL:  
2,346,262.11**

Kschroeder  
3/8/2022 6:48:23PM

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



**TREASURER'S CASH TRIAL BALANCE**

As of 02/2022

Page 3

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
<b>Dept Total . . . . .</b>		<b>58,120.45</b>	<b>21,952.84-</b>	<b>1,197,577.00</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>170,985.94</b>	<b>375,034.53-</b>	<b>2,028,689.74</b>
<b>13</b> Road & Bridge Fund				
	1,177,956.59			
Receipts		2,453,961.48	2,804,644.49	
Disbursements		277,741.00-	779,341.75-	
Payroll		206,163.58-	428,540.01-	
Journal Entries		996.50-	2,396.50-	
Settlement		0.00	44,878.43	
<b>Fund Total . . . . .</b>		<b>1,969,060.40</b>	<b>1,639,244.66</b>	<b>2,817,201.25</b>
<b>14</b> Ditch Maintenance (Sr) Fund				
	32,311.18			
<b>Fund Total . . . . .</b>		<b>0.00</b>	<b>0.00</b>	<b>32,311.18</b>
<b>19</b> COVID-19 Relief Fund				
	2,550,242.21			
Receipts		1,647.00	1,647.00	
Disbursements		7,438.24-	17,397.98-	
Payroll		8,929.36-	17,788.71-	
Journal Entries		6,349.86-	13,189.59-	
<b>Fund Total . . . . .</b>		<b>21,070.46-</b>	<b>46,729.28-</b>	<b>2,503,512.93</b>
<b>22</b> Land Management Fund				
	2,414,449.02			
Receipts		91,253.65	174,077.70	
Disbursements		453.11-	9,367.16-	
Payroll		13,538.62-	28,267.13-	

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

TREASURER'S CASH TRIAL BALANCE

As of 02/2022



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Journal Entries		222.00	89,778.00-	
<b>Fund Total . . . . .</b>		<b>77,483.92</b>	<b>46,665.41</b>	<b>2,461,114.43</b>
 <b>24</b> SSTS Upgrades				
	310,627.35			
Receipts		96.00	96.00	
Disbursements		0.00	32,754.00-	
<b>Fund Total . . . . .</b>		<b>96.00</b>	<b>32,658.00-</b>	<b>277,969.35</b>
 <b>29</b> Children's Collab (H&Hs) Agency Fund	<b>440</b>	Childrens Collaborative (H&HS)		
	286,481.20			
Receipts		31,056.00	31,056.00	
Disbursements		3,975.00-	54,988.40-	
Journal Entries		22.74	34.89	
<b>Dept Total . . . . .</b>		<b>27,103.74</b>	<b>23,897.51-</b>	<b>262,583.69</b>
<b>Fund Total . . . . .</b>	<b>286,481.20</b>	<b>27,103.74</b>	<b>23,897.51-</b>	<b>262,583.69</b>
 <b>31</b> GO Capital Improvement-Capital Projects				
	522,397.29-			
Receipts		0.00	522,399.00	
Disbursements		12,498.09-	12,498.09-	
<b>Fund Total . . . . .</b>		<b>12,498.09-</b>	<b>509,900.91</b>	<b>12,496.38-</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>
 <b>38</b> Building Fund				
	326,686.38			
Settlement		0.00	630.46	
<b>Fund Total . . . . .</b>		<b>0.00</b>	<b>630.46</b>	<b>327,316.84</b>

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

**TREASURER'S CASH TRIAL BALANCE**

As of 02/2022



Page 5

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
<b>39</b> 2015A G.O. Jail Bonds				
	1,498,069.87			
Disbursements		0.00	953,250.00-	
Settlement		0.00	26,663.76	
<b>Fund Total . . . . .</b>		<b>0.00</b>	<b>926,586.24-</b>	<b>571,483.63</b>
<b>40</b> 2020A G.O. Refunding Courthouse Bonds				
	1,281,774.89			
Disbursements		0.00	815,220.00-	
Settlement		0.00	22,700.05	
<b>Fund Total . . . . .</b>		<b>0.00</b>	<b>792,519.95-</b>	<b>489,254.94</b>
<b>41</b> 2017A G.O. CIP Bonds				
	117,947.88			
Disbursements		0.00	281,181.25-	
Settlement		0.00	7,668.74	
<b>Fund Total . . . . .</b>		<b>0.00</b>	<b>273,512.51-</b>	<b>155,564.63-</b>
<b>43</b> Equipment Fund				
	23,196.88			
Settlement		0.00	655.77	
<b>Fund Total . . . . .</b>		<b>0.00</b>	<b>655.77</b>	<b>23,852.65</b>
<b>44</b> Election Equipment				
	68,596.83			
Disbursements		32.01-	671.79-	
Settlement		0.00	1,688.30	
<b>Fund Total . . . . .</b>		<b>32.01-</b>	<b>1,016.51</b>	<b>69,613.34</b>
<b>60</b> United Health Care Self Insurance 1/1/21				
	554,149.87			
Receipts		295,749.48	595,036.71	
Disbursements		335,800.56-	649,107.90-	

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



**TREASURER'S CASH TRIAL BALANCE**

As of 02/2022

Page 6

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Journal Entries		826.27	1,647.54	
<b>Fund Total . . . . .</b>		<b>39,224.81-</b>	<b>52,423.65-</b>	<b>501,726.22</b>
<b>76</b> Group Health Ins Fund 5/1/95 (Gen)				
	567,946.78-			
Receipts		95,508.69	192,705.53	
Disbursements		98,601.45-	312,544.43-	
Journal Entries		9,566.80	13,999.10	
<b>Fund Total . . . . .</b>		<b>6,474.04</b>	<b>105,839.80-</b>	<b>673,786.58-</b>
<b>80</b> County Collections Agency Fund				
	24,455.46			
Receipts		737,806.15	749,943.68	
Disbursements		11,836.76-	26,960.29-	
<b>Fund Total . . . . .</b>		<b>725,969.39</b>	<b>722,983.39</b>	<b>747,438.85</b>
<b>82</b> Taxes And Penalties Agency Fund				
	1,084,081.10			
Receipts		143,818.03	380,542.63	
Disbursements		155.00-	476,449.95-	
Journal Entries		222.00-	90,429.75-	
Settlement		0.00	402,643.95-	
<b>Fund Total . . . . .</b>		<b>143,441.03</b>	<b>588,981.02-</b>	<b>495,100.08</b>
<b>84</b> East Central Drug Task Force Agency Fund				
	100,048.11			
Receipts		58,620.64	72,349.64	
Disbursements		63,289.54-	74,944.54-	
<b>Fund Total . . . . .</b>		<b>4,668.90-</b>	<b>2,594.90-</b>	<b>97,453.21</b>
<b>89</b> H & Hs Collections Agency Fund	<b>801</b>	Non-Departmental		
	56,002.51			
Receipts		23,552.34	34,305.28	

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



**TREASURER'S CASH TRIAL BALANCE**

As of 02/2022

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<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Disbursements		32,640.79-	35,319.11-	
<b>Dept Total . . . . .</b>		<b>9,088.45-</b>	<b>1,013.83-</b>	<b>54,988.68</b>
<b>Fund Total . . . . .</b>	<b>56,002.51</b>	<b>9,088.45-</b>	<b>1,013.83-</b>	<b>54,988.68</b>
All Funds .....	21,070,995.47			
Receipts		5,336,506.37	7,472,806.53	
Disbursements		1,600,572.93-	6,786,241.69-	
SSIS		182,303.74-	345,205.00-	
Payroll		1,937,752.63-	4,025,295.27-	
Journal Entries		120.00-	346.17	
<b>Total .....</b>		<b>1,615,757.07</b>	<b>3,683,589.26-</b>	17,387,406.21



## AGENDA REQUEST FORM

Date of Meeting: March 15, 2022

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

Agenda Item: February 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 February 2022 (\$1,782,876.67) by fund. There were 515 total claims, 92 claims that were over \$2,000 to be approved and are individually detailed on the separate listing, and 423 claims under \$2,000 or not needing approval totaling \$450,597.00.

### Action Requested:

Consider approving February 2022 disbursements including the individual listing of claims over \$2,000, and 423 claims under \$2,000 or not needing approval totaling of \$450,597.00.

### Financial Impact:

N/A



FUND	DATE	VENDOR	Amount
GENERAL	2/25/2022	ACCURATE CONTROLS INC	14,422.12
GENERAL	2/11/2022	AMAZON CAPITAL SERVICES	3,358.28
GENERAL	2/4/2022	Aml Cleaning Service, Inc	4,000.00
GENERAL	2/11/2022	ANOKA COUNTY TREASURY OFFICE	12,500.00
GENERAL	2/25/2022	Aspen Mills	3,899.44
GENERAL	2/4/2022	BERGERSON ELECTRIC, INC	15,000.00
GENERAL	2/11/2022	CLOQUET RIVERSIDE RECYCLING, INC	6,950.45
GENERAL	2/18/2022	COMPUTER INTEGRATION TECHNOLOGIES	9,488.00
GENERAL	2/4/2022	DSC Communications	2,415.00
GENERAL	2/18/2022	DSC Communications	3,089.00
GENERAL	2/4/2022	East Central Energy Of Braham	12,744.41
GENERAL	2/18/2022	GUARDIAN RFID	4,950.00
GENERAL	2/18/2022	Independent Emergency Serv Llc	110,500.47
GENERAL	2/25/2022	Information Systems Corp-ISC	22,348.00
GENERAL	2/11/2022	Interstate Power Systems Inc	2,122.00
GENERAL	2/18/2022	KRONOS SAASHR INC	2,576.04
GENERAL	2/4/2022	LOFFLER COMPANIES-131511	3,419.01
GENERAL	2/18/2022	MEND CORRECTIONAL CARE PLLC	27,856.71
GENERAL	2/18/2022	MINNESOTA ENERGY RESOURCES CORP	20,335.73
GENERAL	2/4/2022	MINNESOTA POWER	3,576.94
GENERAL	2/4/2022	Motorola Solutions Inc	8,672.50
GENERAL	2/18/2022	OFFICE OF MN.IT SERVICES	5,294.08
GENERAL	2/25/2022	PDQ.COM CORPORATION	3,600.00
GENERAL	2/18/2022	PTS OF AMERICA LLC	2,642.50
GENERAL	2/25/2022	Reliance Systems	2,000.00
GENERAL	2/11/2022	SHI INTERNATIONAL CORP	108,888.00
GENERAL	2/11/2022	Storm Training Group - Card Member Service	2,096.85
GENERAL	2/18/2022	SUMMIT FOOD SERVICE MANAGEMENT LLC	18,044.61
GENERAL	2/18/2022	THRIFTY WHITE PHARMACY	2,326.02
GENERAL	2/25/2022	TRACEPOINT LLC	10,000.00
GENERAL	2/4/2022	TRITECH SOFTWARE SYSTEMS	4,662.00
GENERAL	2/25/2022	TRITECH SOFTWARE SYSTEMS	13,865.31
GENERAL	2/25/2022	Verizon Wireless	11,755.47
GENERAL	2/18/2022	West Group	2,027.57
HHS	2/18/2022	Am Indian Fam & Child Serv Inc	2,639.96
HHS	2/4/2022	Assoc Of Minn Counties	2,244.00
HHS	2/25/2022	Central Mn Jobs & Training Services	24,338.21
HHS	2/18/2022	DHS State Operated Services	4,491.90
HHS	2/11/2022	East Central Reg Juvenile Center	2,520.00
HHS	2/18/2022	East Central Reg Juvenile Center	8,669.00
HHS	2/18/2022	Family Pathways - North Branch	3,432.50
HHS	2/11/2022	Heartland Girls Ranch	17,185.78
HHS	2/18/2022	Lighthouse Child & Family Services, LLC	6,290.34
HHS	2/18/2022	Mille Lacs Band Family Services	8,797.80
HHS	2/25/2022	Nexus-Gerard Family Healing LLC	12,400.00
HHS	2/18/2022	Nexus-Kindred Family Healing	6,212.40
HHS	2/18/2022	Nexus-Mille Lacs Family Healing	21,767.58

<b>FUND</b>	<b>DATE</b>	<b>VENDOR</b>	<b>Amount</b>
HHS	2/18/2022	Pine County Sheriff FPI Contract	9,831.53
HHS	2/18/2022	Prairie Lakes Youth Programs	9,221.26
HHS	2/11/2022	Solid Oak Financial Services, LLC	7,420.00
HHS	2/18/2022	Sue's Bus Service Inc	4,305.60
HHS	2/4/2022	Verizon Wireless	2,926.55
R&B	2/18/2022	Askov Deep Rock	5,596.90
R&B	2/25/2022	Askov Deep Rock	5,668.62
R&B	2/11/2022	Boyer Trucks	2,227.87
R&B	2/4/2022	Chamberlain Oil Co.,Inc	2,555.17
R&B	2/4/2022	COMPASS MINERALS AMERICA	14,777.79
R&B	2/11/2022	COMPASS MINERALS AMERICA	14,960.33
R&B	2/18/2022	COMPASS MINERALS AMERICA	5,996.99
R&B	2/25/2022	COMPASS MINERALS AMERICA	15,604.67
R&B	2/4/2022	Daves Oil Corporation	3,142.87
R&B	2/11/2022	DLT SOLUTIONS LLC	6,162.75
R&B	2/25/2022	DOOLEYS PETROLEUM INC	48,499.60
R&B	2/18/2022	Emergency Automotive Technologies, Inc	41,328.06
R&B	2/25/2022	Emergency Automotive Technologies, Inc	26,400.00
R&B	2/18/2022	ENVIRONMENTAL TROUBLESHOOTERS INC	11,442.90
R&B	2/18/2022	ERICKSON ENGINEERING CO LLC	2,459.50
R&B	2/4/2022	Landwehr Construction Inc	8,749.90
R&B	2/18/2022	MINNESOTA ENERGY RESOURCES CORP	2,493.81
R&B	2/4/2022	Mn Dept Of Natural Resources	2,000.00
R&B	2/4/2022	M-R Sign Company, Inc.	4,835.03
R&B	2/18/2022	Nuss Truck Group Inc	10,950.22
R&B	2/4/2022	Slims Texaco Service	6,093.55
R&B	2/25/2022	STAN'S EQUIPMENT CENTER	2,610.00
R&B	2/18/2022	WALDOCH	2,129.00
COVID	2/11/2022	HOMETOWN FIBER LLC	7,050.00
CIP	2/18/2022	Anderson Electric	1,275.35
CIP	2/25/2022	LSS	5,600.00
CIP	2/4/2022	TIERNEY	5,622.74
SELF INSURANCE	2/4/2022	UNITEDHEALTH GROUP - VOID	64,929.76
SELF INSURANCE	2/11/2022	UNITEDHEALTH GROUP - VOID	120,749.98
SELF INSURANCE	2/18/2022	UNITEDHEALTH GROUP - VOID	93,952.62
SELF INSURANCE	2/25/2022	UNITEDHEALTH GROUP - VOID	56,168.20
GROUP HEALTH	2/25/2022	BLUE CROSS & BLUE SHIELD OF MINNESOTA	3,870.50
GROUP HEALTH	2/11/2022	FURTHER	6,249.09
GROUP HEALTH	2/11/2022	FURTHER-VOID	2,190.10
GROUP HEALTH	2/25/2022	GUARDIAN	9,751.27
GROUP HEALTH	2/18/2022	MADISON NATIONAL LIFE INS CO INC	3,980.21
GROUP HEALTH	2/4/2022	MEDICAREBLUE RX	5,234.80
GROUP HEALTH	2/4/2022	Mn Life Insurance Company	4,498.60
GROUP HEALTH	2/4/2022	TEAMSTERS JOINT COUNCIL 32	52,530.00
GROUP HEALTH	2/11/2022	TEAMSTERS JOINT COUNCIL 32	5,820.00
<b>TOTAL</b>			<b>1,332,279.67</b>

Kschroeder  
3/8/2022 6:48:37PM

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



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**DISBURSEMENTS JOURNAL REPORT** G/L Months: 02/2022 - 02/2022

**RECAP BY FUND**

FUND	AMOUNT	NAME
1	650,375.72	GENERAL REVENUE FUND
12	288,039.40	HEALTH & HUMAN SERVICES
13	277,741.00	ROAD & BRIDGE FUND
19	7,438.24	COVID-19 RELIEF FUND
22	453.11	LAND MANAGEMENT FUND
29	3,975.00	CHILDREN'S COLLAB (H&HS) AGENCY FUND
31	12,498.09	GO CAPITAL IMPROVEMENT-CAPITAL PROJEC
44	32.01	ELECTION EQUIPMENT
60	335,800.56	UNITED HEALTH CARE SELF INSURANCE 1/1/21
76	98,601.45	GROUP HEALTH INS FUND 5/1/95 (GEN)
80	11,836.76	COUNTY COLLECTIONS AGENCY FUND
82	155.00	TAXES AND PENALTIES AGENCY FUND
84	63,289.54	EAST CENTRAL DRUG TASK FORCE AGENCY F
89	32,640.79	H & HS COLLECTIONS AGENCY FUND
	1,782,876.67	Total Disbursements

**RECAP BY TYPE**

TYPE	AMOUNT	NAME
1	1,504,839.92	AUD
2	278,144.19	COM
3	107.44 -	MVC
	1,782,876.67	Total Disbursements



## AGENDA REQUEST FORM

Date of Meeting: March 15, 2022

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

Agenda Item: Applications

Department: Auditor-Treasurer

Department Head signature

### Background information on Item:

Application for Premises Permit for the Northern Pine Riders to conduct lawful gambling at Banning Junction Bar, 60684 State Hwy 23, Finlayson, MN (Finlayson Township).

Consumption & Display License: Aufderhar & Aufderhar, LLC (Ray & Marge's Resort), 36700 Lakeland Rd, Sturgeon Lake.

### Action Requested:

Consider resolution 2022-15 approving the application for Premises Permit for the Northern Pine Riders to conduct lawful gambling at Banning Junction Bar, 60684 State Hwy 23, Finlayson, MN (Finlayson Township) and authorize County Auditor-Treasurer Kelly Schroeder to sign the application.

Acknowledge application and authorize County Auditor-Treasurer Schroeder to sign the consumption and display license for Aufderhar & Aufderhar, LLC

### Financial Impact:

N/A

**Resolution 2022-15**  
***RESOLUTION APPROVING PREMISES PERMIT***  
***FOR NORTHERN PINE RIDERS***

**WHEREAS**, Northern Pine Riders has applied for a Gambling Premises Permit; and

**WHEREAS**, the Gambling Premises will be located at Banning Junction Bar, Finlayson Township, 60684 State Hwy 23, Finlayson, MN 55735 and no other organization is conducting gambling at this site; and

**NOW, THEREFORE, BE IT RESOLVED** that Pine County Board of Commissioners does hereby approve a Gambling Premises Application for Northern Pine Riders at Banning Junction Bar, Finlayson Township, 60684 State Hwy 23, Finlayson, MN 55735.

**PASS AND APPROVED** this 15<sup>th</sup> day of March, 2022.

Attest:

\_\_\_\_\_  
Stephen M. Hallan, Chair  
Pine County Board of Commissioners

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

March 08, 2022

Lezlie Sauter  
Pine County  
PO Box 110  
Pine City, MN 55063-0110

RE: C-2022-12596

Dear Lezlie:

I am pleased to inform you that Blandin Foundation approved a grant of \$75,000 to Pine County for project support for high-speed internet access as part of the Blandin Broadband Program in rural Minnesota.

Please review this Grant Agreement for the specific terms and/or conditions of this grant. If you agree, please follow the instructions provided to electronically sign your Grant Agreement and submit to the Blandin Foundation. A copy will automatically be sent to you after signing. Please retain a copy of the Grant Agreement for your files. If you have questions about any part of this agreement, feel free to contact me or anyone else on our grants team at 218-326-0523.

The release of grant funds, in accordance with the schedule stated in the agreement, is contingent on the timely return of this signed Grant Agreement. This document should be returned to the Blandin Foundation within 30 days of the date specified on the Grant Agreement.

You will notice that the date of February 01, 2023 is inserted in the Grant Agreement for you to submit a report about the outcomes of this grant. Please let me know if this date is reasonable given other commitments you may have at that time. In addition to our interest in your work, reporting is important for the Foundation's annual audit and we appreciate your help with this portion of fulfilling the conditions of the grant.

On behalf of the Board of Trustees of the Blandin Foundation, I would like to congratulate you on receiving this award. We are pleased to be a part of this effort and look forward to hearing from you as progress is made towards achieving your goals.

Sincerely,

DocuSigned by:  
  
509AF50A68554E0...  
Linda Gibeau  
Program Officer

c: File

**Blandin Foundation  
Grant Agreement**

This Agreement, made and executed this 8th day of March, 2022, by and between the Blandin Foundation (hereinafter referred to as “Foundation”) and Pine County (hereinafter referred to as “Grantee”).

The Foundation agrees to make the following grant, and Grantee agrees to accept such grant, in accordance with the terms and provisions hereinafter set forth.

- I. PURPOSE AND TERMS OF THE GRANT.** The grant shall be used solely for the purposes described in the grant application submitted by Grantee, including administrative expenses necessary thereto. Except as otherwise approved in writing by the Foundation, Grantee shall perform its obligations under this Agreement. **This document must be completed and returned to the Foundation before grant funds are disbursed.**
- II. GRANT AMOUNT AND PERIOD.** The maximum amount the Foundation will disburse under this Agreement is \$75,000. Grantee shall perform this grant for the period January 01, 2022 - December 31, 2022. Disbursements under the grant are subject to compliance with the conditions of this Agreement.
- III. USE OF GRANT FUNDS.** The grant (and all income earned upon investment of the grant, hereinafter together referred to as the “grant funds”) shall be used exclusively for the purposes specified herein and approved by the Foundation, unless otherwise approved by the Foundation in writing. The following conditions apply:
- (A) Grantee has ratified and affirmed that it is an organization that is both exempt from tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) or a unit of government and classified as a *nonprivate* foundation under Sections 509(a)(1), (2) or (3) of the Code.
  - (B) Grantee will utilize the grant funds only for charitable and/or educational activities consistent with its tax-exempt or government status described above.
  - (C) Grantee agrees that it will not intervene in any campaign for elective public office, or support or oppose any political party, by expenditure of any resource (including volunteered labor) or in any other way. Grantee also agrees that it will not undertake propaganda or attempt to influence legislation outside the limits of Section 501(c)(3) of the Code or more specifically, if applicable, Sections 501(h) and 4911 of the Code.
  - (D) The grant has not been earmarked to support or carry on any lobbying. If the grant is restricted to a specific project, grantee has submitted a budget for the entire project’s operation and affirms that the project’s budget accurately reflects Grantee’s intentions to expend at least the amount of this grant on the non-lobbying portion of the project.

C-2022-12596

- (E) Grantee agrees that the grant shall not be used to, except as otherwise provided in Section 4941(d)(2) of the Code and the regulations thereunder, make any direct or indirect transfer to, or use by or for the benefit of a disqualified person (as defined in Section 4946(a)(1) of the Code), including the payment of compensation, with respect to the Foundation.
- (F) Grantee will inform the Foundation immediately of any change in, or IRS proposal to revoke (whether or not appealed), its tax-exempt status or its *nonprivate* foundation classification.
- (G) This grant is not earmarked for transmittal to any other entity or person, even if Grantee's proposal or other correspondence expresses intentions to remit expenditures to third parties. Grantee accepts and will discharge full control of the grant and its disposition and responsibility for complying with this Agreement's terms and conditions.

**IV. DISBURSEMENT OF GRANT FUNDS.** The Foundation shall disburse grant funds as follows, provided that the Foundation reserves the right to delay or withhold a scheduled disbursement if progress or reporting on the project is not satisfactory or the project requires less funding than originally budgeted, as determined in accordance with the interim report(s) and final report submitted by Grantee in accordance with Section V. Satisfactory progress will be determined at the sole discretion of the Foundation, and will be assessed as progress toward stated goals within the project timeline and receipt of timely progress and financial reports. Unsatisfactory progress will be communicated to the Grantee and a plan for addressing any deficiencies in progress will be negotiated between the Foundation and the Grantee.

**Upon receipt of the signed Agreement, this grant will be scheduled to be paid out on or about:**

**April 14, 2022**

**\$75,000**

Grant funds will be transferred electronically. Grantee agrees to complete a Request for Wire Transfer of Funds form provided by the Foundation with the transmittal of this Agreement.

Grantee will be requested to return any unexpended grant funds to the Foundation at the close of the grant period, unless other arrangements have been made with the Foundation.

**V. REPORTING REQUIREMENTS - MAINTENANCE OF RECORDS.** The Foundation will evaluate the success of the Grantee's activities on the basis of the goals that were outlined in the grant application and on a number of specific indicators the Foundation is tracking on its grants. We understand the general goals of the grant to be:

- Connect homes that have fiber in the ditch,
- Continue the discussion with providers, organizations, and community members,
- Connect the existing fiber to as many homes as possible,



C-2022-12596

- Work with businesses to help other businesses learn to use technology to grow & share technology,
- Utilize Pine tech, Duluth, and Twin Cities with their knowledge to help smaller businesses begin or grow; and
- Technology infused smart rooms, better coverage for EMS search & rescue and requirement for co-location of carriers on towers.

Grantee shall provide to the Foundation reports relating to this grant pursuant to guidelines and formats in effect at the time the report is due (these reporting requirements and formats may be changed from time to time by the Foundation at its discretion). To assist you in your evaluation work and reports to the Foundation on the progress that is being made on the grant's goals and overall to the end of accomplishing the grant's purposes, please refer to the instructions for completion of the Narrative and Grant Revenue and Expense Worksheet. A copy of these instructions, and the worksheet, can be accessed on our website at <http://grants.blandinfoundation.org/report-forms/> The schedule upon which reports will be due is as follows:

**Final Report: February 01, 2023**

**Documentation.** The Grantee agrees to maintain records consistent with generally accepted accounting principles to account for the funds received under this grant and to identify how they have been expended. Grantee agrees to maintain documentation of expenditures and activities at its own expense and at its own offices for a period of no less than six years after the expiration of the grant period. Grantee agrees to make records of such documentation available to the Foundation at reasonable times upon the Foundation's request.

**Audit.** If the Grantee has an independent opinion provided on its financial statements (i.e., an "audit") for any period in which it has received grant funds or made disbursements therefrom, Grantee agrees to provide a copy of those audited financial statements within two weeks of the acceptance of the audit by the Grantee's Board of Directors.

- VI. PUBLICITY.** To help the public gain awareness, both of this project and the Foundation's work, we request that you recognize the Foundation's contribution, where appropriate, on signage, brochures, web site or publicity you generate about your project. Please contact the Foundation's communications staff at 218-326-0523 for questions about developing public awareness of your grant or to obtain logos as you may need them.

In addition, the Foundation regularly communicates with its many stakeholders and audiences about its grant activities. As part of this effort, Foundation staff may wish to obtain additional information about and/or photograph/videotape various aspects of your project for use in Foundation communications tools. These may include the Foundation Web site, public reports including the annual report, news releases, brochures or other printed materials and board tours. Foundation staff would contact and coordinate with the key contact listed on the grant application to make arrangements.

- VII. WITHHOLDING OF FUNDS - TERMINATION.** This Agreement may be terminated at any time by either party in writing. Any use by the Grantee of the grant proceeds for any

purpose other than as specified herein will terminate the Foundation's obligation to make further payments under this Agreement. In addition, the Foundation may, at its sole option, terminate this Agreement at any time if:

- I. Grantee receives notice of any proposed revocation of Grantee's tax-exempt status or reclassification to other than *nonprivate* foundation status by the Internal Revenue Service or if Grantee loses status as an organization in good standing with any State authority.
- II. In the Foundation's judgment, Grantee becomes unable to carry out the purposes of the grant, ceases to be an appropriate means of accomplishing the purposes of the grant, or fails to comply with conditions in this Agreement.
- III. The Foundation reserves the right as to any moneys not yet paid under this Agreement, to withhold payment if the Grantee fails to submit to it any report or reports required hereunder. Said withheld payment or payments may be later released, but only at the discretion of the Foundation. Upon final termination of this Agreement, the Grantee shall promptly, upon the request of the Foundation, repay to the Foundation all expected grant funds, and the Grantee shall not be entitled to any further funds under this grant.

**VIII. NON-WAIVER BY CONDUCT.** The failure of either party to complain of any default by the other party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a waiver of the party's rights under this Agreement. The waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. No part of this Agreement may be waived except by the further written agreement of the parties.

**IX. LIABILITY AND INDEMNITY.** The Foundation does not assume any liability or responsibility for the actions of the Grantee in carrying out the purposes of the grant. Grantee shall defend, indemnify and hold harmless the Foundation and the Foundation's directors, officers, employees, affiliates, agents, successors, and assigns from any and all liability, losses, damages, claims, demands, actions, causes of actions, attorney's fees, cost, expenses of whatever nature arising directly or indirectly from, or relating to this Agreement.

**X. GOVERNING LAW AND VENUE; ENTIRE AGREEMENT.** This Agreement and any executed amendments hereto shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in a court of competent jurisdiction in Itasca County. This Agreement, with any executed amendments, constitutes the entire agreement between the parties with regard to the matters set forth herein.

**XI. COPYRIGHTS, PATENTS AND PROPERTY RIGHTS.** If it is anticipated that intellectual property issues will result from this grant, specific understandings should be negotiated as part of this Agreement. Unless otherwise agreed, intellectual property rights resulting from the grant may be copyrighted by grantee subject to the right of first refusal to copyright such materials by the Foundation. In regard to personal and real property acquired

C-2022-12596

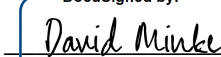
with grant proceeds, it is expected that in the event of a grantee ceasing to use such property for the purposes outlined in this Agreement, that such property or the proceeds from sale or lease of said property be directed to a consistent charitable purpose in the same geographic area.

- XII. AUTHORIZATION OF GRANTEE.** The Grantee warrants and represents that (i) it is authorized to enter into and legally is able to perform all obligations imposed on and entered in this Agreement and (ii) this Agreement shall bind any of its successors or assigns.
- XIII. AMENDMENT.** This Agreement may not be modified or amended except by written instrument signed by both parties to this Agreement.

PINE COUNTY

BLANDIN FOUNDATION

DocuSigned by:

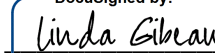


Signature of Officer

County Administrator

Title

DocuSigned by:



Linda Gibran, Program Officer

C-2022-12596

In order to expedite the processing of grant funds and to conform with the internal auditing controls of your organization, would you please designate the person responsible for processing grant funds. All grant payments will be forwarded to his/her attention:

Name: kelly Schroeder

Title: Auditor / Treasurer

Mailing Address: 635 Northridge Dr. NW

Pine City MN 55063

Telephone: ( 320-591-1668 ) -

E-mail address kelly.schroeder@co.pine.mn.us



## AGENDA REQUEST FORM

Date of Meeting: March 15th, 2022



County Board



Consent Agenda



Regular Agenda

5 mins.



10 mins.



15 mins.



Other



Personnel Committee



Other

Agenda Item: 2021-23 Off Highway Vehicle Enforcement Grant Program

Department: Pine County Sheriff's Office

Department Head signature

### Background information on Item:

The Off Highway Vehicle Grant Program has been used for enforcement hours and equipment purchases in recent years. This biennium the grant will be used for the enforcement, equipment, and training for the community.

### Action Requested:

The Pine County Sheriff's Office respectfully asks for the approval and signing of the 2021-23 Off Highway Vehicle Grant.

### Financial Impact:

This grant does not require matching funds. The grant amount is \$8,912 for 2022 and \$8,912 for 2023, totalling \$17,824.00.

# STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Pine County Sheriff's Office, 635 Northridge Drive N #240, Pine City, MN 55063 ("GRANTEE").

## Recitals Section

1. Under Minn. Stat. 84.026, (84.794, 84.803, and 84.927- For OHV only), and (84.83 for snowmobile safety only) the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2021, First Special Session, Chapter 6, Section 3, Subdivision 7(f) (for OHV only) or Minnesota 2021, First Special Session, Chapter 6, Section 3, Subdivision 7(d) (for snowmobile safety only) is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of off highway vehicle laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

## Grant Contract

### 1 Term of Grant Contract

#### 1.1 *Effective date:*

July 1, 2021. As per Statute 84.026 Subd. 4, work may begin prior to execution. Per Minn. §Stat. 16B.98 Subd. 7, no payments will be made to the Grantee until this contract is fully executed.

#### 1.2 *Expiration date:*

June 30, 2023 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

#### 1.4 *Incur Expenses.*

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2021, whichever is later, are eligible for reimbursement unless otherwise provided in under Laws of Minnesota 2021, First Special Session, Chapter 6, Section 3, Subdivision 7(f).

### 2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1). The Grantee will be reimbursed once annually, for only eligible OHV Safety Grant activities, including one or more of the following:

- Grantee staff time to participate in OHV/ATV activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any OHV related law, rule or regulation is **MANDATORY**.
- Purchase of ATV's for use in patrolling;
- ATV maintenance, fuel and enforcement related costs;
- Trailers, trailer maintenance and repair (**not** costs related to towing vehicle repair)
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated **SOLELY** to Off Highway Vehicle Enforcement work

- Submit **ANNUAL** Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.
- **POST on the Grantee's website, a copy of the two-page performance report, in accordance with 2009 Laws of Minnesota, Chapter 37, Article 1, Section 4, Subdivision 1.**

### 3 Time

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

### 4 Consideration and Payment

#### 4.1 *Consideration.*

The State will pay for all services performed by the Grantee under this grant contract as follows:

##### *(a) Compensation*

The Grantee will be reimbursed up to **\$ 8,912.00** in state fiscal year 2022, for expenses incurred between July 1, 2021 and June 30, 2022, and **\$ 8,912.00** in fiscal year 2023, for expenses incurred between July 1, 2022, and June 30, 2023, as determined by the grant funding formula.

##### *(b) Total Obligation.*

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$ 17,824.00**.

#### 4.2 *Payment*

##### *(a) Invoices*

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2022 must be submitted **before June 30, 2023**. Invoices for state fiscal year 2023 must be submitted **before June 30, 2024**. Only submit **ONE** invoice for the total expenses incurred during each state fiscal year.

### 5 Conditions of Payment

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

Eligible reimbursement costs may not exceed **\$ 8,912.00** prior to July 1, 2022.

Eligible reimbursement costs may not exceed **\$ 8,912.00** prior to July 1, 2023.

## **6 Authorized Representative**

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

The Grantee's Authorized Representative is **Denise Anderson, 635 Northridge Drive N #240, Pine City, MN 55063, (320) 438-0309, denise.anderson@co.pine.mn.us**. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

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

### **7.1 Assignment**

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

### **7.2 Amendments**

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

### **7.3 Waiver**

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

### **7.4 Grant Contract Complete**

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

## **8 Liability**

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

## **9 State Audits**

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

## **10 Government Data Practices and Intellectual Property Rights**

### **10.1 Government Data Practices**

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



in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

## **11 Workers Compensation**

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

## **12 Publicity and Endorsement**

### **12.1 Publicity**

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

### **12.2 Endorsement**

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

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

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

## **14 Termination**

### **14.1 Termination by the State**

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

### **14.2 Termination for Cause**

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

### **14.3 Termination for Insufficient Funding**

The State may immediately terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not

obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

**14.4 Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.**

## 15 Data Disclosure

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

### 1. STATE ENCUMBRANCE VERIFICATION

*Individual certifies that funds have been encumbered as required by Minn. Stat. ' ' 16A.15 and 16C.05*

Signed: Tara Rose Digitally signed by Tara Rose  
Date: 2022.01.27 11:06:24 -06'00'

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

SWIFT Contract/PO No(s). 206961/3-203470

### 2. GRANTEE

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

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

Title: Board Chair

March 15, 2022

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

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

Title: County Administrator

March 15, 2022

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

### 3. STATE AGENCY

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

(with delegated authority)

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

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

Distribution:

Agency

Grantee

State's Authorized Representative

## 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: February 2022**

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

Date	Per Diem	Meals	Lodging	Parking	Other	Purpose and description of expense	Account #
2/1/2022	\$100					County Board Meeting - Pine City	01-005-6111
2/15/2022	\$100					County Board Meeting - Sandstone	01-005-6111
2/2/2022	\$100					extension u of m discussion	
2/3/2022	\$100					Cmcoa council on aging	
2/8/2022	\$100					HHS committee	
2/9/2022	\$100					NE transportation mndot	
2/10/2022	\$100					Soloed waste meeting / pine county	
2/11/2022	\$100					Workforce lei presentation	
2/14/2022	\$100					I35 / hinickley exchange study	
2/18/2022	\$100					Broadband meeting	
2/22/2022	\$100					Tech committee	

### MILEAGE EXPENSES

Date	Beginning Odometer	Ending Odometer	Total Miles	Mileage Rate	Amount Paid	Destination and purpose of expense	Account #
2/1/2022				\$0.585		County Board Meeting - Pine City	01-005-6334
2/15/2022				\$0.585		County Board Meeting - Sandstone	01-005-6334
				\$0.585			01-005-6334
				\$0.585			01-005-6334
2/23/2022	\$100					HRA meeting	

**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

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: Joshua Mohr

MONTH February 2022

Date	Per Diem	Meals	Lodging	Tuition and or books	Other	Purpose and description of expense	Account #
2/1/2022	\$100					Board meeting, Pine City	
2/7/2022	\$100					Personal committee, Pine City	
2/9/2022	\$100					4-H revitalization discussion, virtually	
2/10/2022	\$100					Law Library, Virtually	
2/15/2022	\$100					Board Meeting, Sandstone	
2/17/2022	\$100					Extension Committee	
2/22/2022	\$100					Tech committee, Pine City	

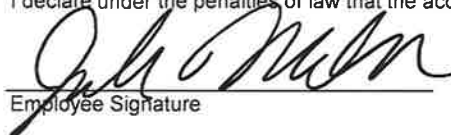
ORIGINAL RECEIPTS MUST BE ATTACHED TO OBTAIN REIMBURSEMENT. ALL CLAIMS MUST BE AUTHORIZED BY SUPERVISOR, DEPARTMENT HEAD OR COUNTY BOARD IN ACCORDANCE WITH COUNTY POLICY. NO UNAUTHORIZED CLAIM WILL BE REIMBURSED

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
2/1/2022			0					18	\$ 10.53	Board Meeting, Pine City
2/7/2022			0					18	\$ 10.53	Personal committee, Pine City
2/15/2022			0					30	\$ 17.55	Board Meeting, Sandstone
2/17/2022			0					18	\$ 10.53	Extension committee, Pine City
			0						\$ -	
			0						\$ -	
			0						\$ -	
			0					0	\$ -	
TOTAL									\$ 49.14	

Account # 01-005-000-0000-6334 rate 0.585

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: January 2022**

**Page 1**

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

Date	Per Diem	Meals	Lodging	Parking	Other	Purpose and description of expense	Account #
01.03.22	\$100					Broadband	01-005-6111
01.04.22	\$100					County Board	01-005-6111
01.10.22	\$100					Library	01-005-6111
01.11.22	\$100					HRA	01-005-6111
01.12.22	\$100					Board - Stragic Planning	01-005-6111
01.13.22	\$100					SCHACH & Ogema Township	01-005-6111
01.14.22	\$100					Hwy 23	01-005-6111
01.18.22	\$100					County Board & Election machine	01-005-6111
01.20.22	\$100					Broadband	01-005-6111
01.24.22	\$100					Snake River Watershed	01-005-6111
01.25.22	\$100					MLBO	01-005-6111

### MILEAGE EXPENSES

Date	Beginning Odometer	Ending Odometer	Total Miles	Mileage Rate	Amount Paid	Destination and purpose of expense	Account #
01.04.22			28.7	\$0.585	\$16.79	Board - Pine City	01-005-6334
01.11.22			28.7	\$0.585	\$16.79	HRA - Pine City	01-005-6334
01.12.22			28.7	\$0.585	\$16.79	Board Strategic Planning - Pine City	01-005-6334
01.18.22			25.7	\$0.585	\$15.03	Board - Sandstone	
					\$65.40		

**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.

See Page 2

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: January 2022 Page 2

**Vendor#: 30301    Employee#: 155**

[illegible]

## 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: February 2022**

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

Date	Per Diem	Meals	Lodging	Parking	Other	Purpose and description of expense	Account #
2/1/2022	\$100					County Board Meeting - Pine City	01-005-6111
2/15/2022	\$100					County Board Meeting - Sandstone	01-005-6111
<del>2-2-2022</del>	<del>100</del>					<del>INSURANCE COMMITTEE - PINE CITY</del>	
<del>2-3-2022</del>	<del>100</del>					<del>E.C.R.J.C. - BOARD MEETING - VIRTUAL</del>	
<del>2-8-2022</del>	<del>100</del>					<del>HHS COMMITTEE - VIRTUAL</del>	
<del>2-10-2022</del>	<del>100</del>					<del>PINE - SOLID WASTE ORDINANCE MEETING - S.S.</del>	
<del>2-17-2022</del>	<del>100</del>					<del>LAND-ZONING COMMITTEE - S.S.</del>	
<del>2-25-2022</del>	<del>100</del>					<del>SPECIAL MEMS - MEETING CMEMS - VIRTUAL</del>	


### MILEAGE EXPENSES

Date	Beginning Odometer	Ending Odometer	Total Miles	Mileage Rate	Amount Paid	Destination and purpose of expense	Account #
2/1/2022			44	\$0.585	\$25.74	County Board Meeting - Pine City	01-005-6334
2/15/2022				\$0.585	\$0.00	County Board Meeting - Sandstone	01-005-6334
<del>2-2-2022</del>			<del>44</del>		<del>25.74</del>	<del>INSURANCE COMMITTEE - PINE CITY</del>	

**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

# 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.

**JEFFREY J WALDHALM**

**MONTH: February 2022**

**Vendor#: 26025 Employee#:**

Date	Per Diem	Meals	Lodging	Parking	Other	Purpose and description of expense	Account #
2/1/2022	\$100					County Board Meeting - Pine City	01-005-6111
2/15/2022	\$100					County Board Meeting - Sandstone	01-005-6111
2/19/22						Soil WATER Zoom	01-005-6111
2/23/20						Dating Equipment	01-005-6111

## MILEAGE EXPENSES

Date	Beginning Odometer	Ending Odometer	Total Miles	Mileage Rate	Amount Paid	Destination and purpose of expense	Account #
2/1/2022				\$0.585	\$0.00	County Board Meeting - Pine City (Zoom)	01-005-6334
2/15/2022			38	\$0.585	\$22.23	County Board Meeting - Sandstone	01-005-6334
				\$0.585	\$0.00		01-005-6334
				\$0.585	\$0.00		01-005-6334

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

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

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

Commissioner Signature

Authorized Signature





## AGENDA REQUEST FORM

Date of Meeting: March 15, 2022



County Board

☒ Consent Agenda

☐ Regular Agenda

5 mins. ☐

10 mins. ☐

15 mins. ☐

Other ☐



Personnel Committee



Other \_\_\_\_\_

Agenda Item: Highway Maintenance Worker

Department: Pine County Public Works

*Man a Lee*  
Department Head signature

### Background information on Item:

Authorize hiring of Nathan Romanowski, effective April 4, 2022, grade 6 Step 1 @ \$20.49/hour.

### Action Requested:

Approve New Hire

### Financial Impact:

Budgeted



## AGENDA REQUEST FORM

Date of Meeting: March 15, 2022



County Board

☒ Consent Agenda

☐ Regular Agenda

5 mins.



10 mins.



15 mins.



Other



Personnel Committee



Other \_\_\_\_\_

Agenda Item: Full time Deputy Position

Department: Pine County Sheriff's Office

Department Head signature

### Background information on Item:

David Moe has accepted the position of Full time Deputy.

Moe's effective employment date will be March 21, 2022 at \$26.65, Grade 10, Step 1.

### Action Requested:

The Pine County Sheriff's Office respectfully requests the County Board to approve David Moe for the Full-time Deputy position.

### Financial Impact:

This position is budgeted for 2022.



## AGENDA REQUEST FORM

Date of Meeting: 03/15/2022



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other \_\_\_\_\_

Agenda Item: Approve hiring of social worker

Department: HHS

*Rebecca Foss*

Department Head signature

### Background information on Item:

HHS recently conducted interviews for a vacant adult protection social worker position. The position was offered to and accepted by Austin Lessard, contingent on board approval and an acceptable background check. If approved, Austin would begin his employment on March 28 at Grade 10, Step 1 (\$25.88/hour).

### Action Requested:

Approve the hiring of Austin Lessard as a Social Worker effective March 28, contingent on an acceptable background check (Grade 10, Step 1 at \$25.88/hour).

### Financial Impact:

This position is in the 2022 HHS budget.



## AGENDA REQUEST FORM

Date of Meeting: 03/15/2022



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other \_\_\_\_\_

Agenda Item: Authorize attendance at conference

Department: VSO

Rebecca Foss

Department Head signature

### Background information on Item:

VSO Michael Harshman has requested to attend the 2022 National Association of County Veterans Service Officers (NACVSO) training conference from June 4 -10, 2022 in San Antonio, Texas. This is required training.

### Action Requested:

Authorize VSO Michael Harshman to attend the 2022 NACVSO training conference from June 4 to June 10 in San Antonio, Texas.

### Financial Impact:

Registration: \$450

Meals: \$238

Travel and Accommodations: \$1,506

Approximate total cost: \$2,194

There are funds in the 2022 VSO Budget to cover the expenses associated with attendance at this conference.



## AGENDA REQUEST FORM

Date of Meeting: 03/15/2022



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other \_\_\_\_\_

Agenda Item: Authorize attendance at conference

Department: HHS

*Rebecca Foss*

Department Head signature

### Background information on Item:

Social Worker Samantha Maser has requested to attend the Minnesota Social Services Association conference from March 16 - 18 in Minneapolis.

### Action Requested:

Authorize Social Worker Samantha Maser to attend the MSSA conference from March 16 - 18 in Minneapolis.

### Financial Impact:

Registration: \$215

There are funds in the 2022 HHS Social Services Staff Development Budget to cover the expenses associated with attendance at this conference.



## AGENDA REQUEST FORM

Date of Meeting: 03/15/2022



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other \_\_\_\_\_

Agenda Item: Acknowledgement of Retirement

Department: HHS

*Rebecca Foss*

Department Head signature

### Background information on Item:

Eligibility Worker Judith Tengwall is retiring after 25+ years of service to Pine County. Judith and her Supervisor, Michelle Greuel, will be available at the board meeting to say a few words.

### Action Requested:

Acknowledge Eligibility Worker Judith Tengwall's retirement after 25+ years of service to Pine County.

### Financial Impact:

N/A

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

Members present via electronic means were Commissioner Matt Ludwig and Commissioner Josh Mohr

Others present: County Administrator David Minke, Human Resources Manager Jackie Koivisto, Jail Administrator Rodney Williamson, County Attorney Reese Frederickson, County Sheriff Jeff Nelson, Sheriff Office Supervisor Denise Anderson, Human Resources Generalist Jen Frederickson.

1. Commissioner Ludwig called the meeting to order at 9:00 a.m.
2. **Motion** by Commissioner Mohr to approve the Minutes of the February 7, 2022, Personnel Committee meeting. Second by Commissioner Ludwig. A Roll Call vote was called by Commissioner Ludwig. District 2 – Commissioner Mohr/Aye; District 5 – Commissioner Ludwig/Aye. Motion carried 2-0.
3. **Motion** by Commissioner Ludwig to approve the March 7, 2022, agenda with the addition of 5A Sheriff's Office – Dispatch resignation. Second by Commissioner Mohr. A Roll Call vote was called by Commissioner Ludwig. District 2 – Commissioner Mohr/Aye; District 5 – Commissioner Ludwig/Aye. Motion carried 2-0.
4. Sheriff's Office - Corrections
  - a. Jail Administrator Rodney Williamson announced the retirement of Jail Programmer Brent Jahnz, effective April 30, 2022, and requested approval to backfill the position and subsequent vacancies that may occur due to internal promotion or lateral transfer. Brent has been with the County for over 38 years. The position is a Grade 9 with a minimum starting wage of \$24.46/hour and is contained in the 2022 Corrections budget.  
  
**Motion** by Commissioner Ludwig to acknowledge the retirement of Jail Programmer Brent Jahnz, effective April 30, 2022, and approved backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 9 with a minimum starting salary of \$24.46/hour and is contained in the 2022 Corrections budget. Second by Commissioner Mohr. A Roll Call vote was called by Commissioner Ludwig. District 2 – Commissioner Mohr/Aye; District 5 – Commissioner Ludwig/Aye. Motion carried 2-0.
  - b. Jail Administrator Rodney Williamson announced the resignation of Corrections Officer Nicholas Marolt, effective February 23, 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 Corrections budget.

**Motion** by Commissioner Ludwig to acknowledge the resignation of Corrections Officer Nicholas Marolt, effective February 23, 2022, and approved 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 salary of \$21.77/hour and is contained in the 2022 Corrections budget. Second by Commissioner Mohr. A Roll Call vote was called by Commissioner Ludwig. District 2 – Commissioner Mohr/Aye; District 5 – Commissioner Ludwig/Aye. Motion carried 2-0.

- c. Jail Administrator Rodney Williamson announced the resignation of Corrections Officer Duane Begay, effective March 13, 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 Corrections budget.

**Motion** by Commissioner Mohr to acknowledge the resignation of Corrections Officer Duane Begay, effective March 13, 2022, and approved 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 salary of \$21.77/hour and is contained in the 2022 Corrections budget. Second by Commissioner Ludwig. A Roll Call vote was called by Commissioner Ludwig. District 2 – Commissioner Mohr/Aye; District 5 – Commissioner Ludwig/Aye. Motion carried 2-0.

5. Sheriff's Office - Dispatch

- a. Sheriff's Office Supervisor Denise Anderson announced the resignation of Dispatcher Jenny McClain, effective July 16, 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 Sheriff's Office - Dispatch budget.

**Motion** by Commissioner Ludwig to acknowledge the resignation of Dispatcher Jenny McClain, effective July 16, 2022, and approved 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 salary of \$21.77/hour and is contained in the 2022 Sheriff's Office - Dispatch budget. Second by Commissioner Mohr. A Roll Call vote was called by Commissioner Ludwig. District 2 – Commissioner Mohr/Aye; District 5 – Commissioner Ludwig. Motion carried 2-0.

6. Other: Corrections Officer recruitment event update

Two events were held — at the Pine City Courthouse and the North Pine Government Center. A total of nine people came through with eight applications submitted on the spot. The recent scarcity of applicants has created a need for an intentional HR recruitment response and presence. Ideas to reach candidates include a county-wide open house to showcase county positions and benefits, attending campus open houses, and holding more frequent hiring events as opportunities arise.

7. With no further business, the meeting was adjourned at 9:30 a.m.





## AGENDA REQUEST FORM

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

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

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

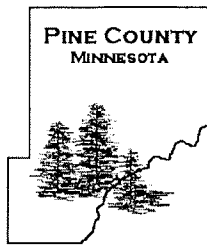
**Department:** \_\_\_\_\_

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

**Background information on Item:**

**Action Requested:**

**Financial Impact:**



## AGENDA REQUEST FORM

Date of Meeting: March 15th, 2022



County Board

☐ Consent Agenda

☒ Regular Agenda

5 mins. ☐

10 mins. ☒

15 mins. ☐

Other ☐



Personnel Committee



Other \_\_\_\_\_

Agenda Item: Presentation of Out-of-Home Placement Report

Department: Probation

  
Department Head signature

### Background information on Item:

Probation Director Terry Fawcett will present the 2021 Probation Out-of Home Placement Report.

### Action Requested:

None. Informational Only

### Financial Impact:



# **PROBATION**

# **JUVENILE PLACEMENTS**

**2021 Report**

**Terry Fawcett, Probation Director**

# INTRODUCTION

In making placement decisions all the factors must be taken into consideration. A recommendation is made by the Probation Agent, supported by the Pre-Placement Screening Team, and ordered by the Court where the placement decision is ultimately made:

- Public Safety
- Accountability
- Rehabilitation
- Least restrictive alternative
- Closest to Home
- Cost effective
- Transitional services
- Best interest of the child

When making detention recommendations, a Risk Assessment Instrument (RAI) is used to determine the appropriate level of care for a juvenile offender and evaluates a juvenile offender's risk to public safety and the risk that the juvenile offender will not appear in court

## Placement Reduction Strategies

### COMMUNITY-BASED in place/progress

- Mental Health Screening
- Mental Health – Psychological, Psychosexual evaluations, Children's Mental Health Case Management
- Electronic Monitoring - GPS
- Outpatient sex offender programming
- C-5 Restorative Justice (pre-charge diversion/deferred adjudication/condition of probation, Re-entry/transition)
- Truancy Court hearings held in schools
- Interagency Truancy Subcommittee
- Cultural Community Coach (Children's Cabinet)
- Juvenile Cog Skills/Decision Points
- Project R.I.S.E.
- Co-located services in school(s)
- Risk Assessment Instrument (RAI)
- Evening Reporting Center
- Equine Assisted Learning/Equine Therapy
- P.A.T.H.S. Restorative Justice Circles
- Partnership with JDAI (Juvenile Detention Alternatives Initiative)
- Crossover Youth work (needs improvement)

## 2021 HHS Budget for Probation Cases

**2021 Probation Budget:** \$361,000 **2021 Actual:** \$198,851

*Revenue/Parental fees \$12,726*

(Under budget by \$149,143)

### Overall HHS and Probation out-of-home placement costs:

Annual:		January:	
2019	\$2,059,066	2020	\$169,743
2020	\$1,379,593	2021	\$138,772
2021	\$1,436,328	2022	\$ 85,038

## **2021 Budget Busters**

(\$ 20,000 or more per juvenile)

- Commission of a heinous crime
- Sex offenders who need treatment
- Those that are chronic serious offenders
- Those who have co-occurring disorders

(See attached report)

# 2021 BUDGET BUSTERS

Cost	Placement days	Age	Juvenile dynamics-	Offense	Comm. District
<b>\$45,527</b>	170	16	Multiple community-based services attempted, parents unable to cope; dysfunctional family relationships, assaultive behavior directed toward parents; complex mental health issues.	Domestic Assaults	2
<b>\$25,327</b>	89 (36 days EHM)	17	Bright, strong-willed, parents unable to control, truancy, lack of academic progress despite potential, history of failed placements, runaway; impulsive, complex mental health issues, difficulty getting along with peers; noncompliant on EHM.	Burglary 1 <sup>st</sup> Degree, Theft of Motor Vehicle, Fleeing a Peace Officer	1
<b>\$24,621</b>	73 (16 days on EM)	17	Chemical dependency, offenses linked to use; lacks sober support network, lacks impulse control and coping skills, mental health issues not addressed; committed new offense while on EHM.	Burglary 1 <sup>st</sup> Degree, Burglary 3 <sup>rd</sup> Degree, Drug Offense	1
<b>\$20,544</b>	105	17	History of truancy and family instability, drug use; lacks prosocial support network, lacked healthy environment after successful placement to support transition led to additional placement	Theft, Trespass, Truancy	2
<b>TOTAL \$ 116,019</b>	<b>Total Days 437</b>				

## Highlights:

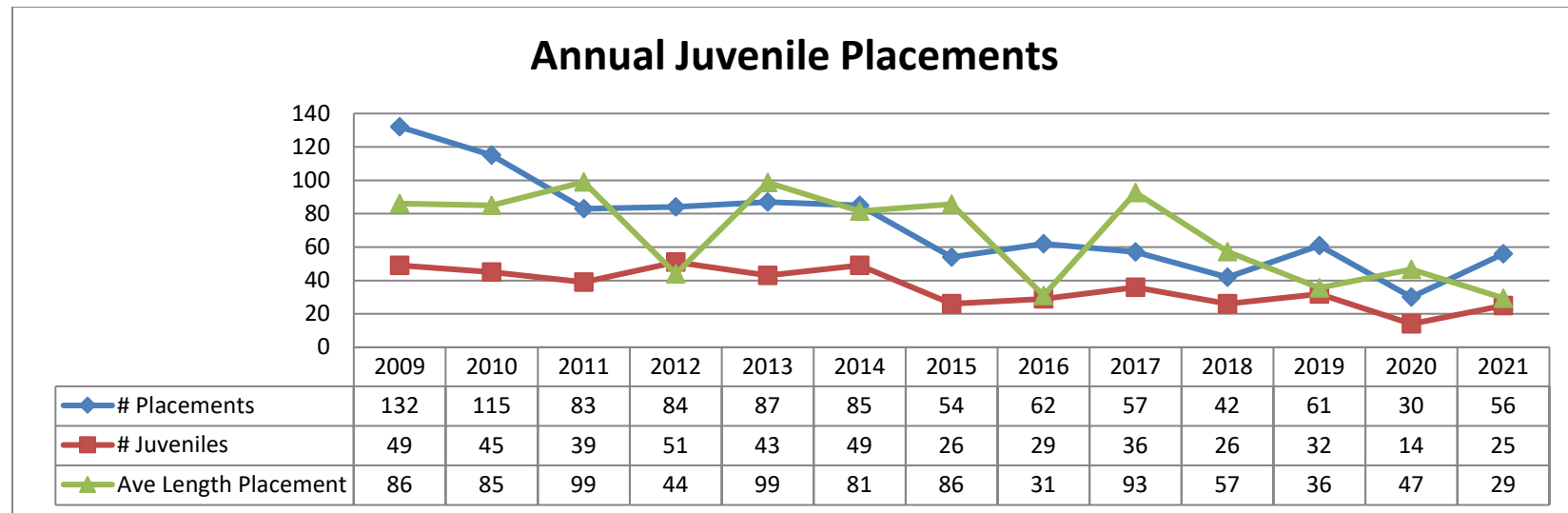
- The number of “budget busters” (juvenile placements exceeding \$20,000) increased from three juveniles in 2020 to four in 2021.
- These four juveniles represent 16% of the number of youths placed and 58% of the total cost of probation placements in 2021.
- Average cost per day of “budget buster” placements was \$265
- Commonality – mental health diagnoses, family instability/inability to address issues, drug use, trauma history, truancy/poor academic progress

## Top 3 Placements Used by Pine County Probation in 2021 and Services Utilized

**East Central Regional Juvenile Center:** secure detention, secure 70/90 program with CD outpatient treatment

**Anoka County Nonsecure Program:** non-secure detention

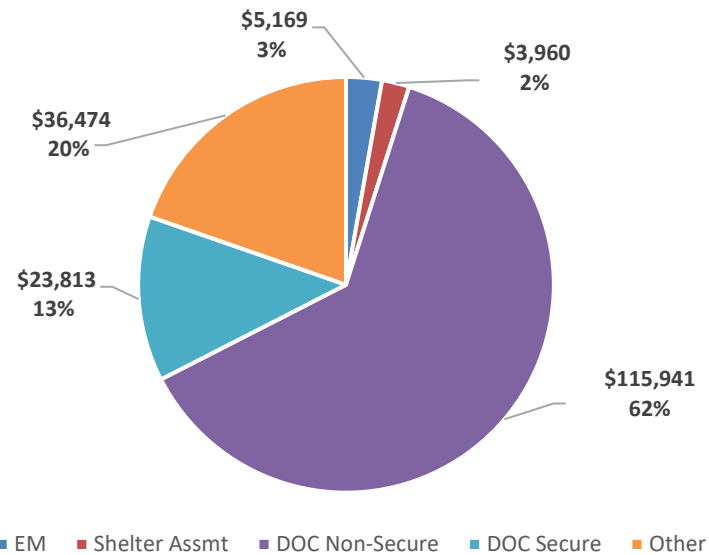
**Village Ranch:** residential independent living skills program



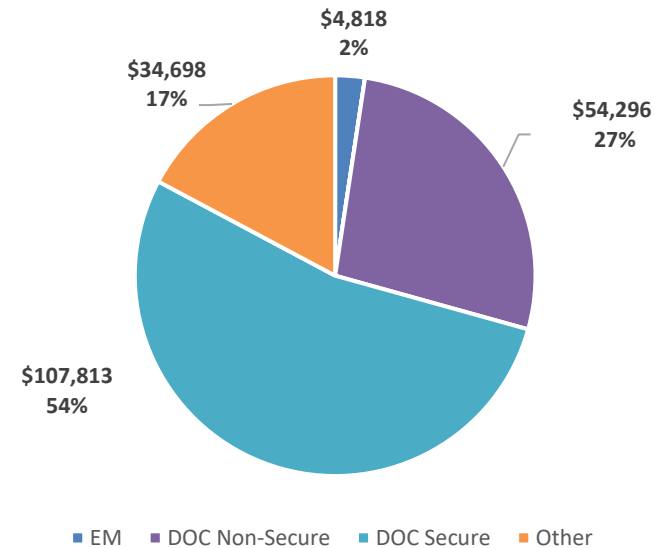
#### Highlights:

- The number of juvenile placements (56) and number of juveniles placed (25) increased over 2020; however, the average length of placement (29 days) is the lowest since Pine County Probation started tracking data in 1996. This can be attributed to fewer juvenile in long-term residential program and use of the Risk Assessment Instrument, Electronic Home Monitoring, and community-based interventions such as the Evening Reporting Center.
- In 2021 there were 730 placement days. Compared to 2001, the year with the highest number of placement days at 7520, this represents an approximate 90% reduction in placement days.

## 2020 Placement Types



## 2021 Placement Types



### ***DOC Secure***

Secure Detention  
(ECRJC)

Secure Programs

- ECRJC consequence
- 70/90 CD Program
- Prairie Lakes Youth Program

### ***DOC NonSecure***

Non Secure Detention  
(Anoka County NSP)

Residential Programs

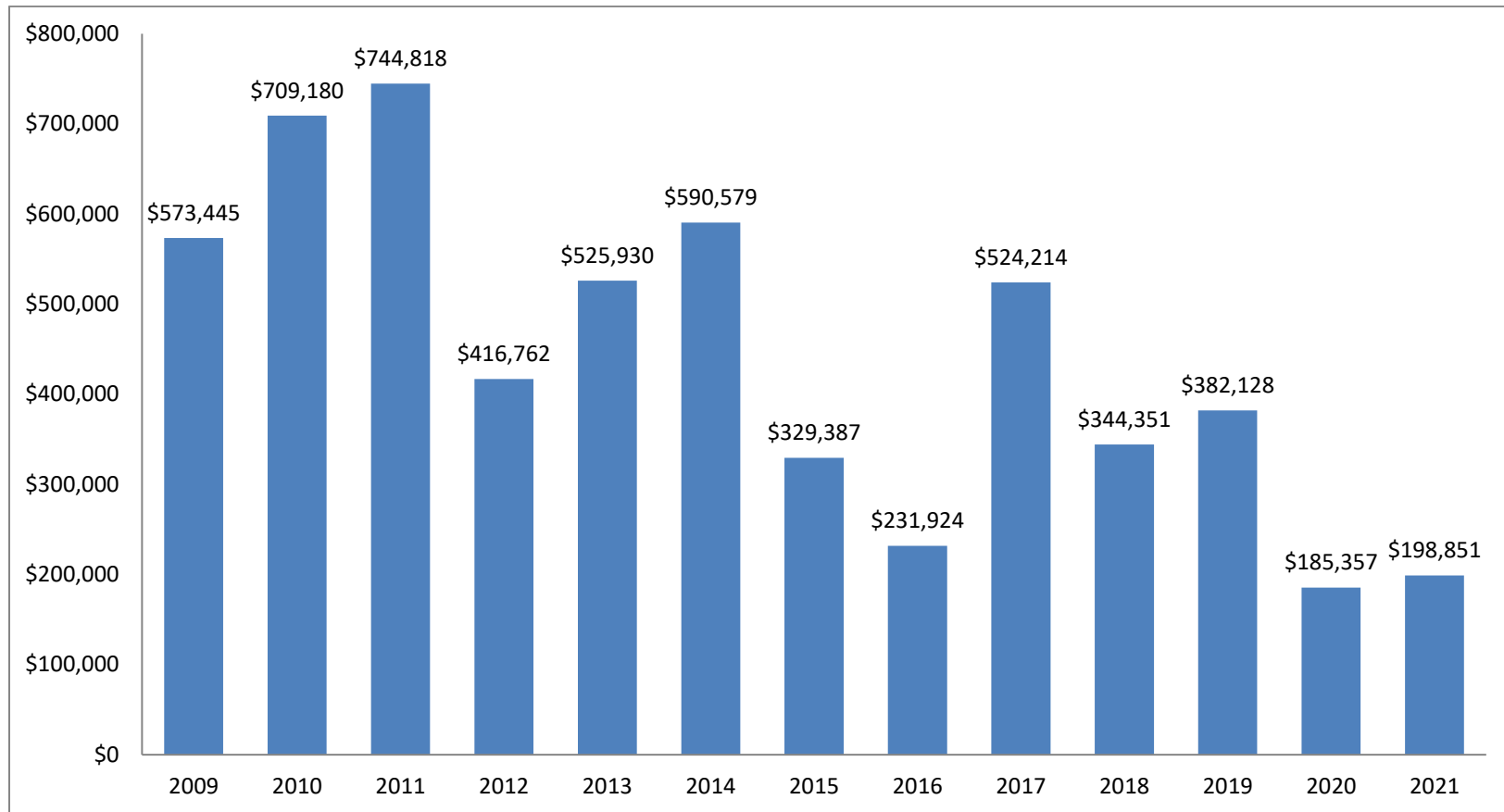
- Anoka County NSP
- North Homes/Itaskin Center
- Village Ranch

### ***Other***

Nonsecure residential programming Group Home, Rule 5 (mental health)

- Village Ranch Hutchinson House
- Heartland Girls Ranch
- Prairie Lakes Boys Group Home

# Pine County Probation Placement Expenditures 2009-2021





# Use of East Central Regional Juvenile Center

Pine County has been a Joint Powers member county since the facility was built in 1997. We contributed detention grant dollars that were designated to Pine County at that time.

## **ECRJC Benefits:**

- 1) We have an investment in facility (reserves)
- 2) Diversified programs (short-term continuum)
- 3) Willingness to develop programs to fill needs
- 4) Quality programs
- 5) Closest facility to us, less law enforcement travel
- 6) Limited resources outside of RJC
- 7) Closest secure detention facility for families
- 8) Long-term perspective
- 9) Given priority for other Anoka juvenile center program beds (Anoka Co Secure, Non-Secure)

Current RJC Reserves		
Insurance	\$54,056.00	Static
Operational	\$552,730.34	Fluid
Capital	\$984,052.03* (\$523,000 for security project) \$459,052.03 after security project	Fluid

Insurance always remains at current level as it covers the \$50G deductible

Operational is specific to a bed usage shortfall = budget deficit

Capital is specific to physical plant related issues

- Step #1 of JPA= Bill RJC member's unused beds @ \$280.00
- Reconciliation projected budget surplus of \$310,506.62
- Members voted to save projected surplus funds into Capital Reserve

## Budget Impactors:

- Two counties rejoined membership.
- 33 non-member counties purchased 3,554 bed days in 2021 brought in unexpected revenue of \$188,00
- Vacant staff positions pending refill saved the JPA approximately \$125,000

## **ECRJC Beds Used in 2021**

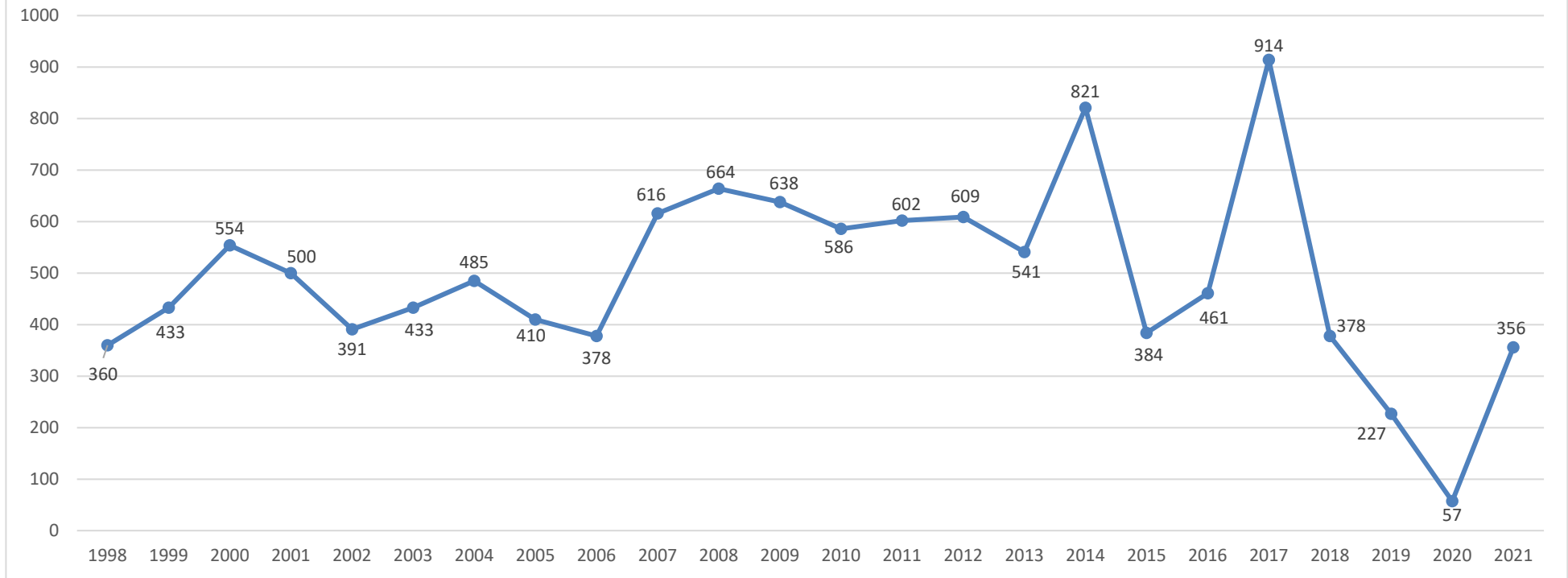
January 1, 2021- December 31, 2021

Pine County (1 bed)

**Total Days Used = 356 (under-utilized 9 Days)**

## ECRJc BED days used 1998-2021

Pine County Annual Contract: 365 Days

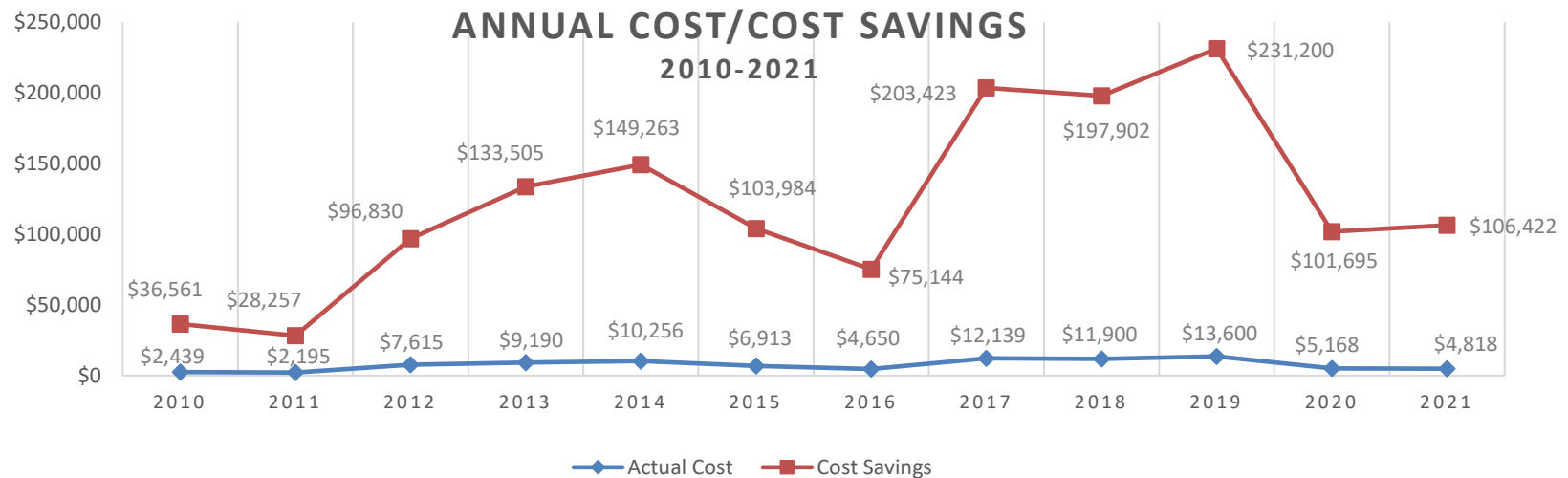
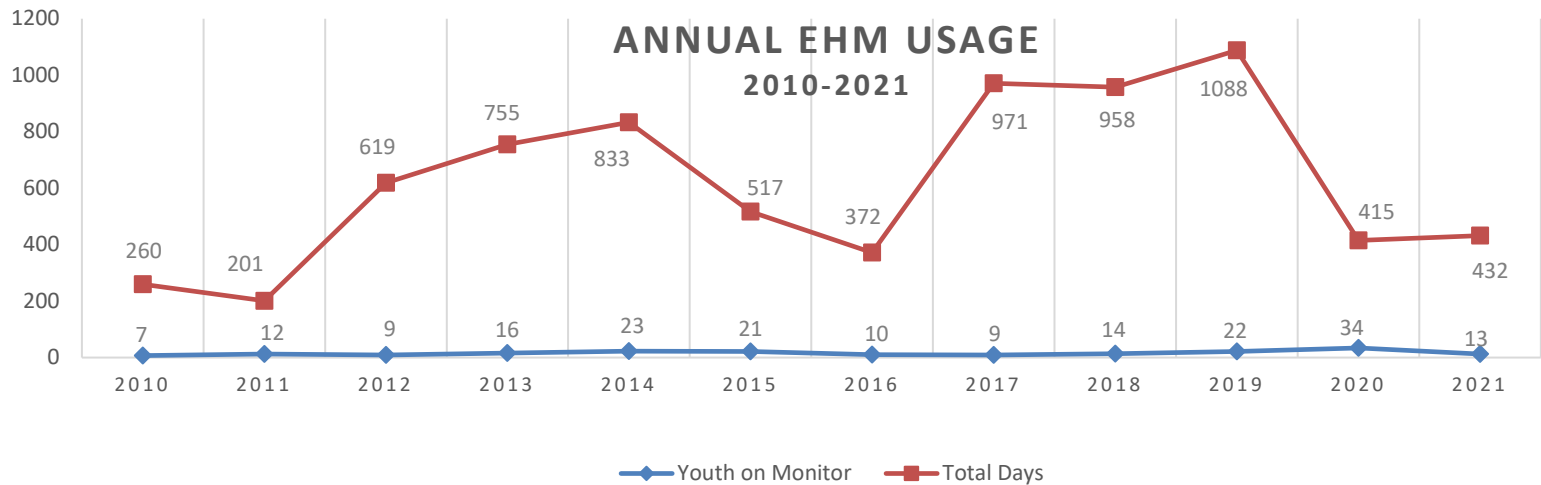


After a year of lower utilization in 2020, secure bed utilization in 2021 was at 97% of the contracted usage of one bed day per day annually. Secure bed utilization of 356 days was well below our average since the facility opened of 492 bed days per year.

Use of a risk assessment tool, electronic home monitoring, and nonsecure detention as a less-restrictive alternative help reduce over reliance on secure detention.

# Community Alternatives

## Juvenile Electronic Monitoring



**Average Days per Youth in 2021: 29**  
**Total cost savings since 2003 implementation: \$1,635,836**

**2021 Program Cost: \$4818**

# Evening Reporting Center

## MISSION:

The Pine County Evening Reporting Center (ERC) is a place where at-risk youth can develop socially, emotionally, and educationally while remaining in their home and community.

## VISION:

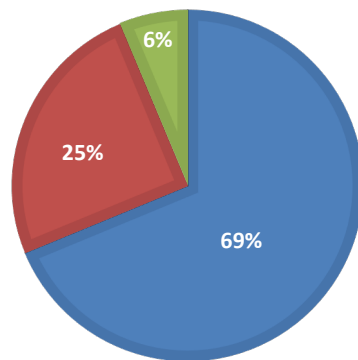
To work with at-risk youth in their community versus in detention or residential treatment. The ERC will look to provide services and programs that include, but are not limited to, mental health, medical/physical health, chemical dependency, targeted case management, behavior management, education (tutoring/literacy), family engagement, restorative justice, recreational and pro-social activities, cultural guidance/ spirituality, mindfulness, nutrition, independent living skills, and development of protective factors.

## GOALS:

Reduce repeat offending behaviors and promote public safety while supporting youth and providing community-based services.

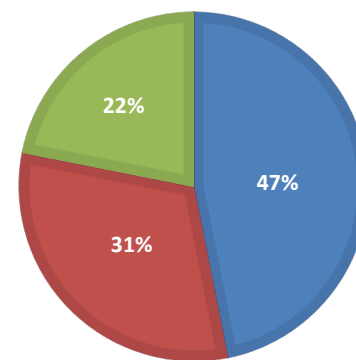
ERC REFERRAL SOURCE

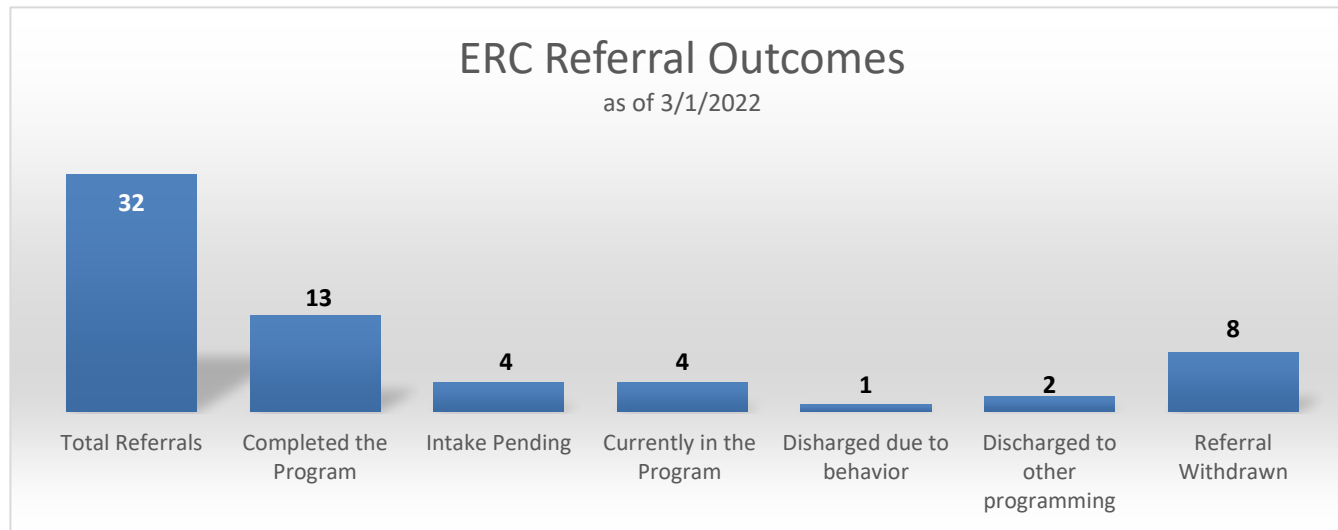
■ Probation ■ Children's Mental Health ■ Child Welfare



PRIMARY REFERRAL REASON

■ Behavior ■ Truancy ■ Support





#### 2021 HIGHLIGHTS:

- The Evening Reporting Center was awarded a Two-Year Byrne Justice Assistance Renewal Grant that allowed us to carry over unused funds from the original two-year grant plus additional new grant funding. This extends the grant funding for the program through September 2023.
- Programming continues to be held three evenings per week, with two of those days being in-person at the East Central Alternative Learning Center building and one day using a virtual format for 1:1 sessions with staff.
- Use of a Risk/Needs Assessment Tool that also guides case planning, goal setting, and identification of protective factors.
- Planned work with JDAI to further develop outcome measures and program evaluation to measure the impact the Evening Reporting Center has on out-of-home placements.
- Outcome Measures to be reported in the annual comprehensive plan include number and demographic information of youth served, completion data, re-offense/recidivism, school behavior, school attendance, school performance, protective factors, and youth survey information.

**Two-Year Byrne Justice Assistance Grant Award \$351,942**

## Community Alternative Budget

In 2019 a new budget line was created to fund a wide range of activities and services aimed to provide intervention and prevention to reduce out of home placement by:

- building competencies in youth and families
- exposing youth to prosocial activities that youth may not have the opportunity to participate in otherwise
- mentoring
- tailoring to youth's risk and needs
- providing incentives as positive reinforcement

Use of the funds in 2020 and 2021 were limited in part due to COVID restrictions. As we are now able to hold in-person activities, there will be an increase of the intended use of the funds.

Activities include:

- Transportation
- Recreational Activities
- Equine Assisted Learning/Equine Therapy
- Incentives
- Driver's Education

**2021 Budget: \$14,000**



## AGENDA REQUEST FORM

Date of Meeting: March 15, 2022

☒ **County Board**

☐ **Consent Agenda**

☒ **Regular Agenda** 5 mins. \_\_\_ 10 mins. \_\_\_ 15 mins. \_\_\_ Other \_\_\_

☐ **Housing Redevelopment Authority**

**Agenda Item:** CDBG-CV: Shelter Rehabilitation - Architect Proposal

**Department:** Administration/Economic Development

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**Department Head Signature**

**Background information on item:**

Pine County applied for and received \$3,743,390 of Community Development Block Grant - Coronavirus (CDBG-CV) funds from the Minnesota Department of Employment & Economic Development (DEED) to install broadband in the areas surrounding Hinckley, Sandstone, Askov (\$2,787,734); and to rehabilitate the homeless shelter in Pine City (\$525,000). The grant program received administrative approval on December 16, 2021 and subsequently, Pine County entered into a professional services agreement to conduct the Environmental Assessment for broadband work, and the Request for Proposals (RFP) process was initiated to find an architect to assist with the shelter rehabilitation.

Two proposals were received for architectural services as part of the shelter rehabilitation activity, and after reviewing them with A Place for You, staff is recommending a contract with LHB at \$82,306. While significantly higher, LHB's proposal is more comprehensive, includes some construction oversight assistance and they appear to understand what was proposed in the RFP.

**Action Requested:**

Approve the Professional Services Agreement with LHB for architectural services for the shelter project and authorize the board chair and county administrator to sign.

**Financial Impact:**

The project will be paid with CDBG-CV grant funds and potentially \$10,000 from the Initiative Foundation



PERFORMANCE  
DRIVEN DESIGN.  
LHBcorp.com

## PROFESSIONAL SERVICES AGREEMENT BETWEEN CLIENT AND LHB

This Agreement, effective March 8, 2022 by and between Pine County, 635 Northridge Drive Northwest, Pine City, Minnesota 55063, hereinafter referred to as "Client," and LHB, Inc., a Minnesota corporation, 701 Washington Avenue North, Suite 200, Minneapolis, MN 55401, hereinafter referred to as "LHB," is in response to the following:

- A. Client desires to have certain services done for it in connection with Architectural Services for a Shelter Rehabilitation & Retrofit located in Pine City, Minnesota, hereinafter referred to as the "Project."
- B. LHB is able and willing to perform the services.

In consideration of the mutual covenants and agreements contained herein, Client and LHB hereby agree as follows:

### I. SCOPE OF SERVICES

The services to be provided by LHB include Design and Construction Documents, Bidding, and Construction phase services as described in the attached Proposal.

### II. COMPENSATION

Compensation for LHB's Services shall be for a stipulated sum of Eighty-Two Thousand Three Hundred Six Dollars (\$82,306) divided as follows:

• Design and Construction Documents	\$62,014
• Bidding	\$2,640
• Construction	\$17,652
<b>TOTAL</b>	<b>\$82,306</b>

### III. REIMBURSABLE EXPENSES

LHB shall be reimbursed for actual, reasonable, and necessary expenses incurred in the performance of services in accordance with the attached reimbursable rates. Reimbursable expenses are estimated to be One Thousand Two Hundred Dollars (\$1,200).

This Agreement, including the following Terms and Conditions, represents the entire Agreement between the parties and supersedes all prior written or oral representations. This Agreement may be amended only by a written instrument executed by both parties.

Client and LHB have caused this Agreement to be executed as of the date first shown above.

**LHB, INC.**

**PINE COUNTY**

Signature

Signature

Stephen M. Hallan

Printed Name

Printed Name

Board Chair

Title

Title

David J. Minke, County Administrator



## 1. GENERAL CONDITIONS

The laws of the State of Minnesota shall govern this Agreement. Any provision of this Agreement later held to violate a law or regulation shall be deemed void. All remaining provisions shall continue in force.

LHB shall perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances. LHB shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

The parties acknowledge that additional Project costs may result due to omissions, ambiguities, or inconsistencies in the drawings and specifications prepared by LHB.

LHB shall neither have control over, or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work performed by any Contractors for this Project, since these are solely the Contractor's rights and responsibilities.

Any evaluation of Client's budget for the Project, the preliminary estimate of the cost of the Work, and any updated estimates prepared by LHB, represent LHB's professional judgment. It is recognized that LHB does not have control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices, or control over market conditions. Accordingly, LHB does not warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimate prepared by LHB.

If construction administration services are included, LHB, as a representative of Client, shall visit the site as agreed to by Client and LHB in this Agreement, to become generally familiar with the progress and quality of the Work and to determine if the Work in general is being performed in accordance with the drawings and specifications. LHB shall not be expected, nor required, to perform construction administration services beyond those specifically described in this Agreement and its attachments, nor to make exhaustive or continuous onsite inspections to check the quality or quantity of the Work.

Each party binds themselves and their successors to this Agreement. Neither Client nor LHB shall assign this Agreement without the written consent of the other party. Use of sub-consultants normally contemplated by LHB shall not be considered an assignment for purposes of this Agreement. No one will be a third-party beneficiary to the Agreement.

## 2. CLIENT RESPONSIBILITIES

Client shall provide full information on the requirements for the project.

Client shall provide to LHB, in writing, information known regarding existing conditions. The information will include, as appropriate to the Work: plans, topographic surveys, property line surveys, soil data including borings, reports from regulatory agencies, and prior reports and analyses. LHB shall be entitled to rely upon the information provided.

Client warrants to LHB that any documents provided by Client do not infringe upon the intellectual property rights held by another and will indemnify and defend LHB against any claims of infringement.

Client shall designate a representative, if other than the individual who executes this Agreement, who is authorized to act on Client's behalf to provide requested information and to make timely decisions regarding the Project.

All structures are subject to environmental exposures and require regular monitoring and maintenance to prevent deterioration. Such monitoring and maintenance are the sole responsibility of Client. If routine inspections and maintenance of the Project are not properly performed, damage to the structures may occur and LHB cannot be held responsible for any resultant damage.

The rehabilitation, reconditioning or the reconstruction of an existing structure have inherent risk and limitations. The type, frequency and cost of maintenance for a rehabilitated, reconditioned or reconstructed structure are different than that for new construction. The integration of new materials with an existing structure presents a unique maintenance and aesthetic challenge as the materials react and adjust to the elements. The Client should be aware the life cycle cost for rehabilitated, reconditioned or reconstructed structures will be different, often higher, than that for new construction.

Furthermore, the remodeling or rehabilitation of the existing structure requires certain assumptions be made by the LHB regarding existing conditions. Because some of these assumptions may not be verifiable without the Client expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the LHB its officers, directors, employees, and consultants against any and all damages, liabilities, costs or expenses (including reasonable attorneys' fees and defense costs) to the extent caused by difficulties encountered as a result of this being a remodeling or rehabilitation project except to the extent those damages, liabilities or costs are attributable to the negligence of the LHB.

## 3. CONFIDENTIALITY

LHB agrees to keep confidential and not to disclose to any person or entity, other than LHB employees and/or subconsultants retained by LHB for the Project, any data or information furnished by Client that is marked in writing as confidential.

These provisions shall not apply to data or information, in whatever form, that: (1) is in the public domain; (2) is in the possession of LHB prior to this engagement; (3) is independently made available as a matter of right to LHB by a third party without obligation of secrecy; (4) is reasonably necessary for LHB to defend itself from any legal action or claim; (5) is required to be disclosed by statute, code, regulation, subpoena or other process of law.

Notwithstanding other provisions outlined above, Client shall make no request of LHB that, in the reasonable opinion of LHB, would be contrary to LHB's professional responsibilities to protect the public. Client agrees to take no action against or attempt to hold LHB liable in any way for, carrying out what LHB reasonably believes to be its public responsibility.

## 4. USE OF LHB'S DOCUMENTS

The documents prepared by LHB ("Documents"), including Documents in electronic format, are solely for use with respect to this Project. All Documents, including drawings and specifications prepared or furnished by LHB pursuant to this Agreement, are the instruments of service to the Project, and LHB shall retain all common law, statutory and other reserved rights, including copyright. LHB grants Client a nonexclusive license to use the Documents solely for purposes of constructing, using, maintaining, and altering the Project, so long as Client performs its obligations under this Agreement, including prompt payment of all sums when due. This license will terminate immediately upon a breach of this Agreement by Client.

If LHB's Documents are modified or otherwise altered by Client, a subsequent design professional, or any other party at Client's direction, Client agrees to indemnify, defend and hold LHB harmless for any claims, demands, damages or causes of action to the extent caused by such modification or alteration.

If Client requests Documents in electronic format, they will be limited to those used for bidding. Unless designated as record drawings, Client is responsible to account for any subsequent changes made to the Project during bidding by addendum, during construction by change order, or changes otherwise made by Contractor. Client will indemnify and hold harmless LHB from all claims caused by Client's use of the electronic Documents.

## 5. PAYMENT TERMS

Payments are due upon receipt of LHB's invoice. Amounts unpaid thirty (30) days from the date of LHB's invoice shall bear interest at the rate of eight percent (8%) per annum or 0.67% per month on the unpaid balance.

If it is necessary to enforce collection on any amount past due under this Agreement, Client shall reimburse LHB for all legal and other reasonable costs related thereto, including, but not limited to, attorney's fees, court costs, expert witness fees, professional and administrative time at regular hourly rates, and other collection costs.

## 6. CHANGE IN WORK SCOPE

If a change in the Work is the result of a required item or component of the Project omitted from the Documents, Client shall be responsible for the cost required to add such an item or component to the Project, if such item or component would have been required and included in the original Documents. LHB is not responsible for costs to the Project that provide an upgrade or enhances the value of the Project.

If there is a material change in the circumstances or conditions that affect the scope of Work, compensation, schedule, allocation of risks, or other material terms of this Agreement, LHB shall notify Client and Client and LHB shall promptly, and in good faith, enter into negotiation to address the changed conditions, including equitable adjustment to LHB's compensation. In establishing fees

for any additional services to be performed, LHB shall utilize the attached rate sheet.

## 7. DISPUTE RESOLUTION

Unless the parties mutually agree otherwise, the parties shall endeavor to settle disputes by mediation. A demand for mediation shall be filed, in writing, within a reasonable period of time after a claim, dispute, or other matter in question has arisen. No demand for mediation shall be made after the date when the legal or equitable proceedings, based upon such a claim, dispute, or other matter in question, would have been barred by an applicable statute of limitation.

## 8. TERMINATION

In the event of substantial failure by one party, through no fault of the terminating party, to perform in accordance with the terms of this Agreement, this Agreement, and the obligation to provide further services under this Agreement, may be terminated by either party upon giving seven (7) calendar days written notice.

In the event of termination not the fault of LHB, LHB shall be compensated for all services performed and reimbursable expenses incurred prior to termination.

## 9. CONSEQUENTIAL DAMAGES

LHB and Client waive consequential damages for claims, disputes, or other matters in question arising out of, or relating to, this Project or Agreement.

## 10. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Client agrees to limit LHB's liability for Client's damages to the sum of Fifty Thousand Dollars (\$50,000) or LHB's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

## 11. ENERGY TAX DEDUCTION 179D

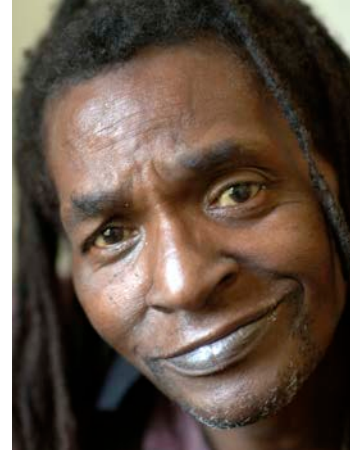
LHB may wish to pursue an energy tax deduction under Section 179D of the Internal Revenue Code for this Project. Such deductions are available to design firms for projects that reduce the overall energy use of a building. If LHB determines that this Project meets the relevant 179D criteria, Client agrees to allocate the tax deduction to LHB by signing an Acknowledgement Form, which is required by the IRS to receive the deduction.

## 12. ATTACHMENTS

The following documents are attached and made an integral part of this Agreement.

- a. Proposal: "Architectural Services for A Place for You Shelter Rehabilitation" dated February 21, 2022
- b. 2022 Standard Hourly Rate Schedule
- c. 2022 Reimbursable Expenses





## ARCHITECTURAL SERVICES FOR A PLACE FOR YOU SHELTER REHABILITATION

February 21, 2022





February 21, 2022

Lezlie Sauter  
Pine County Economic Development Coordinator  
Pine County Courthouse  
635 Northridge Drive NW  
Suite 200  
Pine City, MN 55063

### ARCHITECTURAL SERVICES FOR SHELTER REHABILITATION AND RETROFIT

Dear Ms. Sauter and Selection Committee Members:

We are very happy to have received your RFP for architectural services for the shelter rehabilitation and retrofit. We appreciate your trust and the invitation to submit our qualifications. Our team offers these unique qualifications for your project:

- **Experience:** We have several years of experience with designing and renovating shelters. Within the past 33 years we have designed or renovated shelters, apartments and other housing totaling over 18,000 dwelling units. We also have a broad range of experience with renovations and understand the opportunities and challenges of working with an existing building.
- **Understanding of public funding:** Nearly all of our projects have some type of public funding and we are familiar with incorporating requirements such as Davis Bacon into the bid documents.
- **Acute sensitivity to cost issues:** With our deep experience in high quality publicly funded projects, the cost-benefit analysis that is integral to a project like this is second nature to us. We understand both the necessity of cost containment during the design process and the importance of considering long term costs in material and system selection as these choices impact operating costs for years to come.
- **Commitment to serving the public good:** The majority of our studio's work is with non-profit and public entities and we share in your mission to serve the underserved in our community, support their dignity and well-being, and provide a place of safety, respite and support.

This project would fit well into our workload over the next several months.

Thank you again for your invitation to respond to your RFP. We would be honored to join your team.

Sincerely,

LHB, Inc.

A blue ink signature of Kim D. Bretheim.

Kim D. Bretheim, FAIA, LEED AP  
Project Principal  
612.752.6955  
[Kim.Bretheim@LHBcorp.com](mailto:Kim.Bretheim@LHBcorp.com)

A blue ink signature of Michelle M. Baltus Pribyl.

Michelle M. Baltus Pribyl, AIA, LEED AP  
Project Leader  
612.766.2809  
[Michelle.Pribyl@LHBcorp.com](mailto:Michelle.Pribyl@LHBcorp.com)

## PROJECT PERSONNEL

# 2



### **MICHELLE M. BALTUS PRIBYL, AIA, LEED AP**

#### **LHB PROJECT LEADER**

As a project leader with over 25 years of experience, Michelle delivers high quality design for sustainable housing for under-served populations. Passionate about issues related to affordable and supportive housing, she has focused on design innovation of new buildings and renovations as well as neighborhood planning. Michelle enjoys working with clients to support their vision throughout the entire project, from early design concepts to completion of construction.

Michelle has served on Minnesota Housing's Technical Advisory Group and currently serves on the Planning Commission in her local community. She was a contributing author for the book, "Building Better Neighborhoods: Creating Affordable Homes and Livable Communities," which was a collaboration with the Greater Minnesota Housing Fund.

#### **Project Experience** (*\*Experience prior to LHB*)

- One Roof Housing, Decker Apartments; Duluth, MN
- RS Eden, Amber Apartments; Minneapolis, MN
- Bethesda Lutheran Communities, Cornerstone Village Oakdale; Oakdale, MN
- Headwaters Regional Development Commission, East Conifer Estates; Bemidji, MN
- Proof Alliance, Research Grant Youth Housing; St. Paul, MN
- CommonBond Communities, Highland Bridge Senior Housing; St. Paul, MN
- Catholic Charities of St. Paul and Minneapolis, Dorothy Day Residence; St. Paul, MN
- Alliance Housing, Minnehaha Commons; Minneapolis, MN
- Emma Norton Services, Emma's Place Renovation; St. Paul, MN
- Washington County CDA, The Glen at Valley Creek; Woodbury, MN
- Trellis Co., Talmage Oakland; Minneapolis, MN
- Three Rivers Community Action Inc., Brewery Creek Apartments; Duluth, MN
- Rondo Community Land Trust and CHDC, Selby Milton Victoria; St. Paul, MN\*
- Project for Pride in Living, Oxford Village; Hopkins, MN\*
- Clare Housing, Marshall Flats; Minneapolis, MN\*
- Clare Housing, Clare Terrace; Robbinsdale, MN\*
- Clare Housing, Clare Midtown; Minneapolis, MN\*
- Beacon Interfaith Housing Collaborative, Prior Crossing; St. Paul, MN\*
- AEON, Sienna Green Apartments; Roseville, MN\*
- Alliance Housing, Gateway Lofts; Minneapolis, MN\*
- AEON, Alliance Apartments Expansion; Minneapolis, MN\*
- Beacon Interfaith Housing Collaborative, Nicollet Square; Minneapolis, MN\*
- CommonBond Communities, Robbins Way Senior Apartments; Robbinsdale, MN\*

#### **Registration**

Licensed Architect  
in Minnesota

#### **Accreditation**

U.S. Green Building Council Leadership  
in Energy and Environmental Design  
Accredited Professional (LEED AP)

#### **Affiliation**

American Institute of Architects  
Minnesota, Member

#### **Education**

Bachelor of Architecture with High  
Distinction, University of Minnesota



**Registration**

Licensed Architect  
in Minnesota and Vermont

**Accreditation**

U.S. Green Building Council Leadership  
in Energy and Environmental Design  
Accredited Professional (LEED AP)

CSI certified in Construction Documents  
Technology (CDT)

CSI Certified Construction Specifier  
(CCS)

**Affiliation**

American Institute of Architects  
Minnesota, Member

CSI, Construction Specifications  
Institute

**Education**

Bachelor of Environmental Design,  
University of Kansas

**LARRY A. PRINDS, AIA, CCS, CDT, LEED AP****LHB SENIOR PROJECT ARCHITECT**

Having been involved in many multi-family, senior, and supportive housing projects, Larry offers almost 40 years of experience with new construction and renovations of historic and non-historic buildings. He has focused on renovations for the last several years working with clients from early pre-design phases through construction administration.

Larry finds fulfillment while involved in all phases of a project. He has directed the construction administration phases for many construction and renovation projects, written specifications for these projects, and has also organized and updated office master specifications.

**Project Experience (\*Experience prior to LHB)**

- Alliance Housing, Minnehaha Commons; Minneapolis, MN
- Beacon Interfaith Housing Collaborative, American House Renovation; St. Paul, MN
- Twin Cities Housing Development Corporation, Maplewood Gardens; Maplewood, MN
- Twin Cities Housing Development Corporation, Prairie Estates Townhome Renovation; Inver Grove Heights, MN
- Twin Cities Housing Development Corporation, Parkview Heights Townhomes; Owatonna, MN
- AEON, Indian Knoll Manor; Mound, MN\*
- CommonBond Communities, Cathedral Hill Apartments; St. Paul, MN\*
- Twin Cities Housing Development Corporation, Jamestown Homes; St. Paul, MN\*
- Twin Cities Housing Development Corporation, Hickory Ridge Townhomes; Maple Grove, MN\*
- Twin Cities Housing Development Corporation, St. Albans Park; St. Paul, MN\*
- CommonBond Communities, Rochester Senior Apartments; Rochester, MN\*
- Alliance Housing, Gateway Lofts; Minneapolis, MN\*
- CommonBond Communities, Riverview Senior Apartments; Minneapolis, MN\*
- AEON, Alliance Apartments Expansion; Minneapolis, MN\*
- CommonBond Communities, Robbins Way Senior Apartments; Robbinsdale, MN\*
- RS Eden, Lindquist Apartments; Minneapolis, MN\*

**Accreditation**

SEED Certified Professional

**Education**

Master of Architecture,  
University of Oregon

Bachelor of Arts, Psychology  
Macalester College

**BRITA A. CARLSON****LHB PROJECT MANAGER**

Brita brings over eight years of experience as a project manager and design specialist working on a variety of affordable housing projects including design guidelines, Zero Net Energy, Energy Star, project development funding, community engagement strategy, and sustainability goals. Recently she has focused on new construction and renovation of affordable multi-family housing projects, with an emphasis on environmental sustainability and social equity. Inspired by LHB's commitment to regenerative design, Brita enjoys providing high-quality design services for the affordable housing projects that she works on to strengthen the communities where these projects are located.

**Project Experience**

- Commonbond, Highland Bridge Senior Living Community; St. Paul, MN
- MPHA, Elliot Twin Towers Rehabilitation; Minneapolis, MN
- Commonbond, The Willows Apartments; Shakopee, MN
- Trellis Co., Vadnais Highlands Rehabilitation; St. Paul, MN
- Neighborhood Development Alliance, 617 Stryker Senior Housing; St. Paul, MN
- Trellis Co., Talmage Oakland; Minneapolis, MN
- Headwaters Regional Development Commission, East Conifer Estates; Bemidji, MN
- Center City Housing Corporation, River Heights; St. Cloud, MN
- Trellis Co., Slater Square Zinsmaster Renovation; Minneapolis, MN
- Common Bond Communities, Elk Ridge Lodge; Elk River, MN
- Common Bond Communities, Gateway Northeast Mixed Use; Minneapolis, MN
- Trellis Co., Raspberry Ridge and Hopkins Village; Hopkins, MN
- Artspace, Northside Lofts; Minneapolis, MN
- Three Rivers Community Action Inc., Eastside Apartments; Rochester, MN
- W+Noordijk, Inc., Alden Smith House and Apartments; Minneapolis, MN
- Center City Housing Corporation, Cahill Place Apartments; Inver Grove Heights, MN
- Duluth HRA, Esmond Hotel Design Concept; Duluth, MN
- Dakota County CDA, Prestwick Townhomes; Rosemount, MN
- Duluth HRA, Skyridge Flats; Duluth, MN
- Common Bond Communities, New Haven Court Apartments; Hibbing, MN

**JAY CAIN, PE****CAIN THOMAS ASSOCIATES, INC. PRINCIPAL ELECTRICAL ENGINEER**

Jay's electrical engineering experience includes a wide variety of project and systems. He has the classic balance between the expected conservative engineer, adhering to concepts of energy conservation, and the artistic lighting designer creating illuminated environments appealing to the eye, but not disruptive to the economy.

**Project Experience**

- Neighborhood Development Alliance, 617 Stryker Senior Housing; St. Paul, MN
- CommonBond Communities, Elk Ridge Lodge; Elk River, MN
- Trellis Co., Raspberry Ridge and Hopkins Village; Hopkins, MN
- Trellis Co., Vadnais Highlands Rehabilitation; St. Paul, MN
- Trellis Co., Talmage Oakland; Minneapolis, MN
- Headwaters Regional Development Commission, East Conifer Estates; Bemidji, MN
- RS Eden, Amber Apartments; Minneapolis, MN
- Beacon Interfaith Housing Collaborative, Kimball Court Expansion; St. Paul, MN
- Bethesda Lutheran Communities, Cornerstone Village Oakdale; Oakdale, MN
- Three Rivers Community Action Inc., Brewery Creek Apartments; Duluth, MN
- Center City Housing Corporation, Windwood Townhomes; Duluth, MN
- CommonBond Communities, Highland Bridge Senior Housing; St. Paul, MN
- CommonBond Communities, Marketplace Crossing; Big Lake, MN
- CommonBond Communities, The Willows Apartments; Shakopee, MN
- CommonBond Communities, Whittier Apartments; Minneapolis, MN
- Emma Norton Services, Emma's Place Renovation; St. Paul, MN
- RS Eden, Central Apartments Stabilization; Minneapolis, MN
- Duluth HRA, Lincoln Community Center Modifications; Duluth, MN
- Twin Cities Housing Development Corporation, Selby Wilkins Renovation; St. Paul, MN
- Twin Cities Housing Development Corporation, Parkview Heights Townhomes; Owatonna, MN

**Registration**

MN Registration#12367

**Professional Experience**

Cain Thomas Associates, Inc  
(aka Cain Ouse Associates, Inc)  
Consulting Engineers  
White Bear Lake, Minnesota  
1983 to Present  
Founder & Company President

Jacus Associates, Inc  
Consulting Engineers  
Minneapolis, Minnesota  
October 1979 to May 1983  
Electrical Engineering Manager

Bakke Kopp Ballou & McFarlin  
Consulting Engineers  
St. Louis Park, Minnesota  
July 1973 to September 1979  
Chief Electrical Engineer

TSP Engineers, Inc  
Consulting Engineers  
Rochester, Minnesota  
September 1973 to July 1977  
Designer & Project Manager

**Affiliations**

Consulting Engineers Council of  
Minnesota

Connexus Energy Board of Directors  
(Past Member)

Minnesota State Board of Electricity  
(Past Member)

**Education**

Bachelor of Science, Electrical  
Engineering, University of Minnesota,  
Institute of Technology



**RYAN STEPHANS, PE****CAIN THOMAS ASSOCIATES, INC. PRINCIPAL MECHANICAL ENGINEER**

Ryan's extensive mechanical engineering experience crosses many types of commercial and institutional projects. He is very focused on energy-conscious and green design concepts, and many of his projects incorporate energy recovery system and geo-source heat pump system designs.

**Project Experience**

- Neighborhood Development Alliance, 617 Stryker Senior Housing; St. Paul, MN
- CommonBond Communities, Elk Ridge Lodge; Elk River, MN
- Trellis Co., Raspberry Ridge and Hopkins Village; Hopkins, MN
- Trellis Co., Vadnais Highlands Rehabilitation; St. Paul, MN
- Trellis Co., Talmage Oakland; Minneapolis, MN
- Headwaters Regional Development Commission, East Conifer Estates; Bemidji, MN
- RS Eden, Amber Apartments; Minneapolis, MN
- Beacon Interfaith Housing Collaborative, Kimball Court Expansion; St. Paul, MN
- Bethesda Lutheran Communities, Cornerstone Village Oakdale; Oakdale, MN
- Three Rivers Community Action Inc., Brewery Creek Apartments; Duluth, MN
- Center City Housing Corporation, Windwood Townhomes; Duluth, MN
- CommonBond Communities, Highland Bridge Senior Housing; St. Paul, MN
- CommonBond Communities, Marketplace Crossing; Big Lake, MN
- CommonBond Communities, The Willows Apartments; Shakopee, MN
- CommonBond Communities, Whittier Apartments; Minneapolis, MN
- Emma Norton Services, Emma's Place Renovation; St. Paul, MN
- RS Eden, Central Apartments Stabilization; Minneapolis, MN
- Duluth HRA, Lincoln Community Center Modifications; Duluth, MN
- Twin Cities Housing Development Corporation, Selby Wilkins Renovation; St. Paul, MN
- Twin Cities Housing Development Corporation, Parkview Heights Townhomes; Owatonna, MN

**Registration**

MN Registration#48999

**Professional Experience**

Cain Thomas Associates, Inc  
(aka Cain Ouse Associates, Inc)  
Consulting Engineers  
White Bear Lake, Minnesota  
2010 to Present

Principal & Mechanical Project Manager

PE-Services, LLC

Woodbury, Minnesota  
2009-2010

Mechanical Engineering Project  
Manager

The Matrix Group, LLC  
Milwaukee, Wisconsin  
2003-2009  
Senior Mechanical Engineer

Hydro-Flo Products Inc  
Brookfield, Wisconsin  
2001-2003  
Inside Sales Engineer

WFA Engineers, LTD  
Brookfield, Wisconsin  
1999-2001  
Mechanical Engineer

**Education**

Bachelor of Science, Architectural  
Engineering, Milwaukee School of  
Engineering

**STEPHANIE J. YOUNG, PE****MATTSON MACDONALD YOUNG, PRINCIPAL STRUCTURAL ENGINEER**

Stephanie has over 30 years experience in design, analysis, and construction coordination of many types of construction and is a Principal at Mattson Macdonald Young. She became a shareholder in 1998 and is currently the firm's President. Her major strengths include a proficiency at problem-solving, an orientation toward detail and an understanding of construction concerns. She especially enjoys residential projects, both large and small.

Some previous projects include:

- Common Bond Communities, Gateway Northeast Mixed Use; Minneapolis, MN
- MPHA, Elliot Twin Towers Rehabilitation; Minneapolis, MN
- Trellis Co., Vadnais Highlands Rehabilitation; St. Paul, MN
- Trellis Co., Slater Square Zinsmaster Renovation; Minneapolis, MN
- Neighborhood Development Alliance, 617 Stryker Senior Housing; St. Paul, MN
- W+Noordijk, Inc., Alden Smith House and Apartments; Minneapolis, MN
- Artspace, Northside Lofts; Minneapolis, MN
- Center City Housing Corporation, River Heights; St. Cloud, MN
- Common Bond Communities, Elk Ridge Lodge; Elk River, MN
- One Roof Housing, Decker Dwellings; Duluth, MN
- Headwaters Regional Development Commission, East Conifer Estates; Bemidji, MN
- Alliance Housing, Minnehaha Commons; Minneapolis, MN
- Center City Housing Corporation, Birchwood Apartments; Duluth, MN
- Catholic Charities of St. Paul and Minnesota, Higher Ground Saint Paul; St. Paul, MN
- Boatworks Commons; White Bear Lake, Minnesota
- Veterans East Housing; Minneapolis, Minnesota
- ArtSpace Loft; Minot, North Dakota
- Central Baptist Church; Sioux Falls, South Dakota
- Pine City Elementary School Gymnasium and Media Center; Pine City, Minnesota

**Registration**

Licensed Professional Engineer in Minnesota and 8 Other States

**Professional Memberships**

American Council of Engineering Companies/Minnesota (ACEC/MN)

Minnesota Structural Engineers Association (MNSEA)

National Council of Structural Engineers Associations (NCSEA)

Structural Engineering Institute (SEI)

**Education**

Bachelor of Civil Engineering, 1987 – University of Minnesota

## PROJECT APPROACH

# 4



LHB's project approach would be to first understand the existing conditions of the site and building and meet with staff to understand programming and building needs. From this initial information-gathering we would create an initial written scope of work so that we can review with the ownership/staff team and confirm that the scope of work matches with the anticipated needs and desires for the program and meets the budget. After confirming the scope of work, we would proceed with documentation for construction, while continuing to communicate with the ownership and staff team about questions along the way. We would also communicate with the city about public works and code issues.

We believe it is critical to set a schedule with the owner at the beginning of the process and communicate the critical path tasks needed by both the design team and owner to meet that schedule. We revisit the tasks and schedule regularly with the team to make sure we stay on track with the schedule.

We also believe it is important to revisit the budget through the documentation process and check pricing along the way to reduce the chance of pricing surprises at bid time.

### Document Quality Control Process

We typically schedule coordination check sets during the Design and Construction Document phases to allow for review and coordination across disciplines and also provide the opportunity for design and scope input by ownership and staff teams.

As part of our regular QC process, we also do internal peer reviews by LHB staff not working directly on the project to gain their insights on lessons learned from other projects.

Where there is opportunity for a General Contractor to be involved in a project prior to bidding and construction we also find it helpful to have them and major subcontractors review the documents for constructability and cost impacts.

We believe it is critical to track the schedule and budget all through the Design and Construction Documents phase to verify the project is on schedule and budget and adjustments can be made to the scope or budget before bidding if the budget is not on track.



## PROJECT APPROACH

# 4

### Construction Administration

Regular and open communication among the architects and engineers, owner and contractor are important to a smooth and successful construction process. Setting expectations before construction begins with a preconstruction meeting and continuing with regular biweekly meetings through construction helps to keep everyone aware of issues as they arise and keep the schedule on track.

### Schedule

April to June 2022	Design / Construction Documents
July 2022	Bid
September to November 2022	Construction

### CDBG Experience

LHB has experience working on projects with CDBG funding. Nearly all of our projects have some type of public funding and have wage rate requirements. We include the wage rate requirements and other funder requirements as provided by the client in the project manual, so it is clear to the contractors at time of bidding what the expectations are. The contractor then provides the information required to the local jurisdiction for monitoring (such as HRA or EDA) during construction.



Prior Crossing



## Anticipated Rehabilitation Scope

The fees below are for the rehabilitation scope as described below from the RFP:

- Construction budget of approximately \$525,000
- Add additional 3-4 resident rooms in the shelter expansion space
- Create space for a new commercial kitchen in the expansion space
- Modification of existing kitchen into a new office space
- Replacement of existing furnaces and new distribution layout in expansion space to accommodate new rooms
- Replacement of existing carpet with hard surface flooring
- Replacement of exterior roof and siding
- Installation of a privacy fence around the property

## Basic Architectural, Structural, Mechanical and Electrical Services and Fees

Design and Construction Documents  
(April -June 2022)

**\$62,014**

1. Drawings and Specifications
  - Preparation of base plans from field measurements. At this time, we are assuming that our team will measure and document the existing facility. If existing as-built plans of the building are located, we could adjust our services and fee accordingly.
  - Architectural drawings: architectural site plan (for fence location), demo/new floor plan, roof plan, exterior elevations, finish schedule.
  - Structural: 1 site visit to review existing conditions and provide recommendations for floor area to be raised
  - MEP drawings: hvac, plumbing and electrical plans for modified areas of building
  - Specifications include: CDBG bidding and wage rate requirements as provided by owner, architectural specification sections, MEP specification sections, design/build fire protection system specification (if required)
2. Site visit: 1 site visit for building evaluation and field measurement
3. Meetings: Up to 2 virtual meetings with staff in addition to site visit
4. Cost Estimate: Prepare one cost estimate
5. Coordination with owner's kitchen equipment and furniture vendors



The community room at Gateway Northeast Mixed Use project in Minneapolis.



Higher Ground St. Paul - LHB's Fifth Project to Receive the AIA MN Affordable Housing Design Award.



LHB's Housing Studio has designed over 18,000 new and renovated dwelling units since 1989.

## Bidding (July 2022) \$2,640

1. Respond to bidder questions and substitution requests, prepare up to one addendum
2. We assume the construction contract will be a lump sum contract with a single General Contractor and that all bid documents will be distributed electronically

## Construction (September- December 2022) \$17,652

1. Respond to contractor questions
2. Review submittals
3. Prepare supplemental instructions and proposal requests for minor scope clarifications, up to 2 total
4. Review contractor change order and pay requests (up to 4 total)
5. Conduct site visits and prepare observation reports, 4 total (1/month)
6. Attend construction meetings led by the General Contractor, up to 2 per month (1 virtual, 1 in person in conjunction with monthly site visit)

## TOTAL PROFESSIONAL SERVICES FEE \$80,556

### Additional Services Not Included

- Environmental Reports or Remediation Plan
- Site Survey, civil or landscape architect services
- As-built drawings
- General Contractor RFQ or interviews
- Multiple bid packages or rebidding
- Construction testing

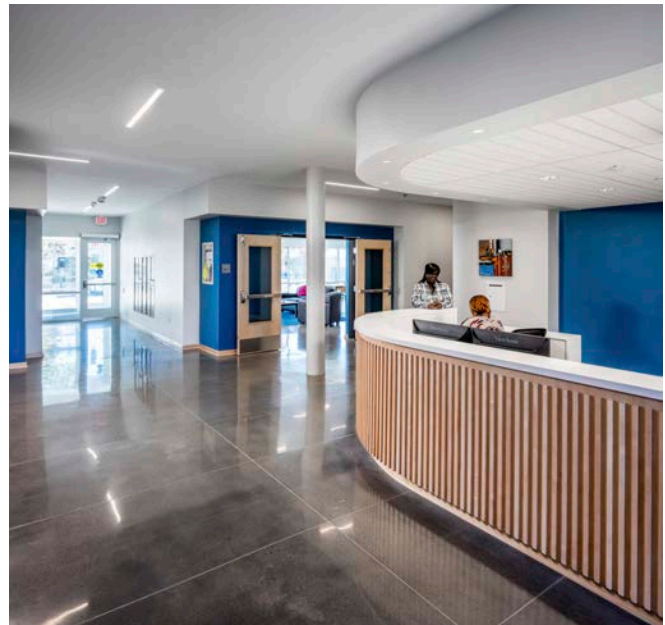
## Reimbursable Expense Estimate\* \$1,200

Travel-Automobile	Current IRS Rate
Meals & Lodging	110% of cost
Fee Paid for Regulatory Review & Approvals	110% of cost
Postage & Handling	110% of cost
Copies	\$0.15 each face
Regular Bond Plots	\$2.00 each
Color Plots	\$10.00 each

*\*Reimbursable Expenses estimate assumes all documents will be distributed electronically. Printing costs, if required, are not included in the estimate.*



The Glen at Valley Creek - LHB Received the AIA MN Firm Award in 2021, partly due to projects like The Glen that address the affordable housing crisis in the state.



Marshall Flats offers 36 efficiency apartments of permanent supportive housing for persons living with HIV/AIDS including many homeless individuals.



The first floor of Marshall Flats offers support offices, a large community room space, and kitchen as well as a landscaped rear patio that provides a pleasant outdoor experience.



## 2022 STANDARD HOURLY RATE SCHEDULE

<u>Position Description</u>	<u>Average Rate</u>
Project Principal .....	\$269
Project/Discipline Manager .....	\$196
Senior Architect/Landscape Architect/Engineer/Land Surveyor .....	\$161
Architect/Landscape Architect/Engineer/Land Surveyor .....	\$121
Certified Interior Designer .....	\$110
Senior Designer .....	\$111
Designer .....	\$ 88
Senior Technician .....	\$102
Technician .....	\$ 72
Administrative .....	\$ 86

- Amounts are subject to change for periodic compensation adjustments.
- The information is current as of the date shown below.
- The actual rates will be based upon the individual assigned.



## 2022 REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for the Engineer/Architect services and include expenses incurred by LHB employees and consultants directly related to the Project. Items include, but are not limited to:

Travel-Automobile	Current IRS Rate
Meals & Lodging	110% of cost
Fee Paid for Regulatory Review and Approvals	110% of cost
Postage & Handling	110% of cost
Copies	\$0.15 each face
Regular Bond Plots	\$2.00 each
Color Plots	\$10.00 each
Construction Documents for Construction	110% of cost
Renderings and Models	110% of cost
Excess Project Insurance (if requested by Owner)	Cost
Global Positioning System (GPS)	\$150 per day
Total Station	\$60 per day
Underground Utility Locator	\$25 per day

The reimbursable expenses are current as of the date of issue shown below. Rates are subject to adjustment for market conditions without specific notification.





# AGENDA REQUEST FORM

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

☐ **County Board**

☐ **Consent Agenda**

☒ **Regular Agenda**      5 mins. \_\_\_\_ 10 mins. \_\_\_\_ 15 mins. \_\_\_\_ Other \_\_\_\_

☐ **Personnel Committee**

☐ **Other** \_\_\_\_\_

**Agenda Item: Establish Various Special County Board Meetings**

**Department: Administration**

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

**Action Requested:**

Consider setting the following special meetings:

1. **March 23, 2022, 6PM NPGC—Special Meeting; Pine County Education Collaborative Leadership Network** for the purpose of discussing broadband, community health/Blue Zones, and other topics of common interest and as identified on the agenda.
2. **April 12, 2022, 9AM Courthouse—Special Meeting; Committee of the Whole** for the purpose of discussing the solid waste ordinance and solid waste management, University of Minnesota Extension Services, Property assessment and property tax system and other topics as identified on the agenda.
3. **May 10, 2022, 9AM Meet at Courthouse—Special Meeting; Annual Road Tour** for the purpose of reviewing and discussing roads, bridges, and transportation.
4. **Local Government Officials Meeting.** Commissioners have indicated an interest in restarting the local government officials meetings with the cities and townships. The last meeting was held January 28, 2020. To allow adequate notice to the jurisdictions, at least 4 weeks' notice is best which would mean we could meet in late April or early May. Commissioners can select a date and suggest topics.