

ADDITIONS/REVISIONS/CORRECTIONS

**Regular Meeting
April 19, 2022**

Additions:

Consent Agenda

Item 2.1 / Applications

- A. Consider approval of Resolution 2022-22 Extending Septic Fix-Up Special Assessments to the following:
 - Hailey Nelson and Bennett Larson, PID 28.0950.000, \$11,000
 - James Kollar, PID 28.5323.000, \$9,100Authorize Board Chair and County Administrator to sign.
- B. Consider approval of Resolution 2022-25 approving the application for Premises Permit for the Moose Lake Area Hockey Association to conduct lawful gambling at the Moose Lake Golf Club, 35311 Parkview Drive, Sturgeon Lake, MN (Windemere Township) and authorize County Auditor-Treasurer Kelly Schroeder to sign application.

Regular Agenda

- A. **Item 5.1 / National Childcare Provider Appreciation Day-May 6, 2022**
- B. **Item 5.2 / National Foster Care Appreciation Month – May**
- C. **Item 9 / Commissioner updates**
 - Add Insurance Committee

Remove From Agenda:

- A. **Consent Item 4. —Contract with Windemere Townships** to enforce criminal ordinance violations.



AGENDA REQUEST FORM

Date of Meeting: April 19, 2022

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

Agenda Item: Septic Fix-Up Special Assessments

Department: Auditor-Treasurer



Department Head signature

Background information on Item:

Beginning in 2016, Pine County has been extending loans to homeowners to upgrade their non-compliant septic systems through a Cleanwater Partnership Loan from the Minnesota Pollution Control Agency. A new loan cycle began August 1st with \$900,000 available at 1% interest. The loans are paid by as a special assessment on the property taxes of the benefiting property over a term that is determined by the amount of the loan (1 year per \$1,000, for example \$12,000 loan is paid by over 12 years.)

Beginning in 2013, Pine County has been assisting low and moderate income homeowners to upgrade their non-compliant septic systems through funds received from the Minnesota Pollution Control Agency. This program is facilitated through a partnership with Lakes & Pines. Low income homeowners receive a no-interest, no payment loan which if they live in the home for 10 is forgiven, and moderate income homeowners receive a no-interest, 10-year special assessment.

Action Requested:

Consider authorizing the County Board Chair and County Administrator to sign Resolution 2022-22 extending a special assessment as follows:

Hailey Nelson and Bennett Larson, PID 28.0950.000, \$11,000.00

James Kollar, PID 28.5323.000, \$9,100.00

Financial Impact:

Grant funds have been utilized to install the systems.

**PINE COUNTY RESOLUTION EXTENDING
SEPTIC FIX-UP SPECIAL ASSESSMENT
RESOLUTION No. 2022-22**

WHEREAS, the Pine County Board of Commissioners recognizes the public health and environmental benefits of upgrading non-compliant septic systems in the county;

WHEREAS, Pine County has Cleanwater Partnership Loan from the Minnesota Pollution Control Agency to fix-up non-compliant septic systems;

WHEREAS, the property owners have agreed to the terms of the special assessment for their already installed compliant septic systems; and,

NOW THEREFORE BE IT RESOLVED, that the County of Pine extends a special assessment for a term of 11 years, beginning in 2023, against Pine County Parcel 28.0950.000 in the amount of \$11,000.00 with equal principal payments and 1% interest owned by Hailey Nelson and Bennett Larson.

NOW THEREFORE BE IT RESOLVED, that the County of Pine extends a special assessment for a term of 9 years, beginning in 2023, against Pine County Parcel 28.5323.000 in the amount of \$9,100.00 with equal principal payments and 1% interest owned by James Kollar.

Dated this 19th day in April, 2022.

Stephen M. Hallan, Chair
Pine County Board of Commissioners

ATTEST:

David J. Minke
County Administrator



AGENDA REQUEST FORM

Date of Meeting: April 19, 2022

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

Agenda Item: Application for Premises Permit

Department: Auditor-Treasurer

Department Head signature

Background information on Item:

Application for Premises Permit for the Moose Lake Area Hockey Association to conduct lawful gambling at Moose Lake Golf Club, 35311 Parkview Dr, Sturgeon Lake, MN (Windemere Township).

Action Requested:

Consider resolution 2022-25 approving the application for Premises Permit for the Moose Lake Area Hockey Association to conduct lawful gambling at the Moose Lake Golf Club, 35311 Parkview Dr, Sturgeon Lake, MN (Windemere Township) and authorize County Auditor-Treasurer Kelly Schroeder to sign the application.

Financial Impact:

N/A

Resolution 2022-25
RESOLUTION APPROVING PREMISES PERMIT
FOR MOOSE LAKE AREA HOCKEY ASSOCIATION

WHEREAS, Moose Lake Area Hockey Association has applied for a Gambling Premises Permit; and

WHEREAS, the Gambling Premises will be located at Moose Lake Golf Club, Windemere Township, Moose Lake Golf Club, 35311 Parkview Dr, Sturgeon Lake, MN 55783, 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 Moose Lake Area Hockey Association at Moose Lake Golf Club, 35311 Parkview Dr, Sturgeon Lake, MN 55783.

PASS AND APPROVED this 19th day of April, 2022.

Attest:

Stephen M. Hallan, Chair
Pine County Board of Commissioners

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

1st Qtr Budget Report

April 19, 2022



Chart 1
Expenditure and Revenue by Major Fund and County Total as of March 31, 2022

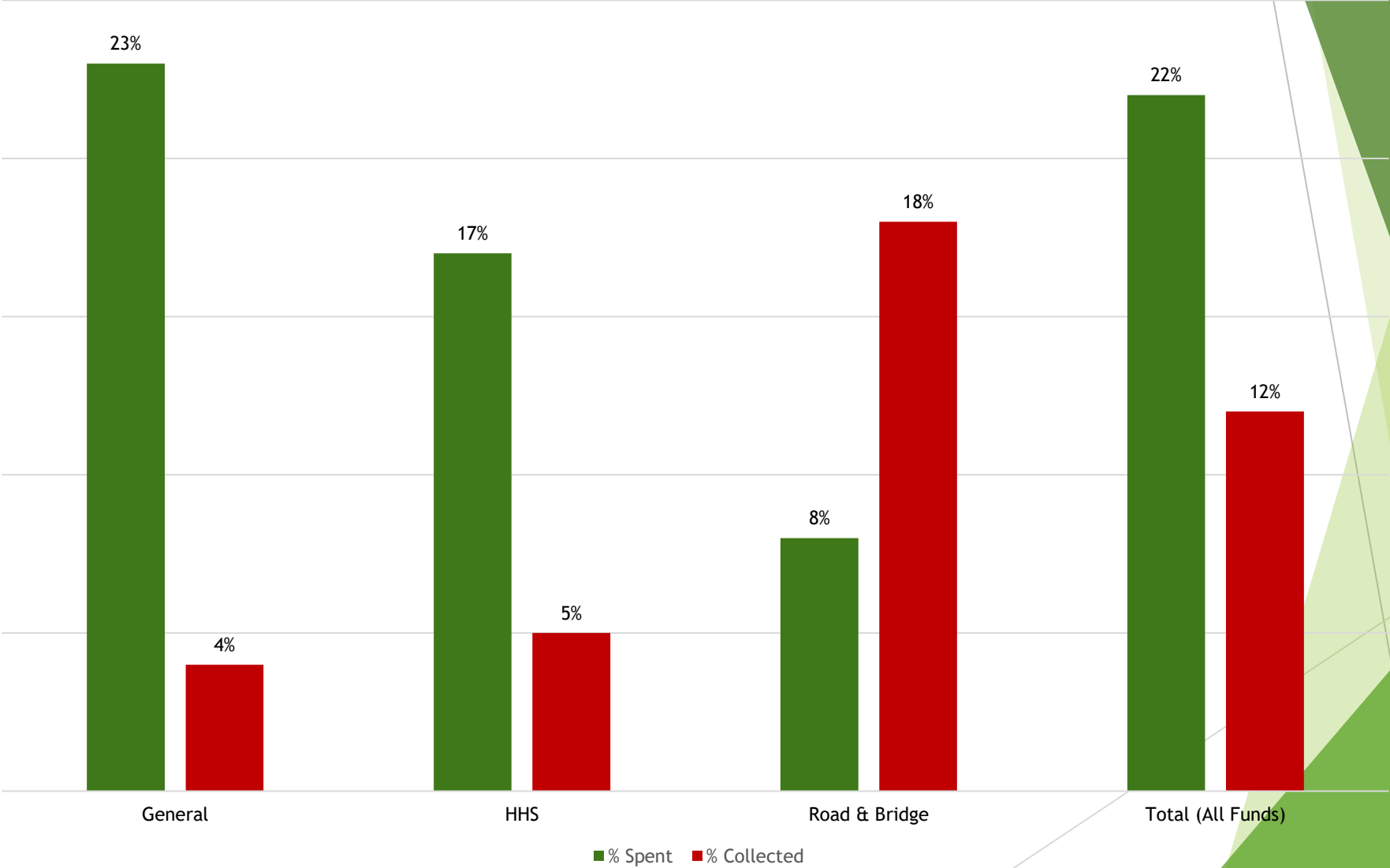


Chart 2
General Fund Revenue by Department Through March 31 -- 2020, 2021, 2022

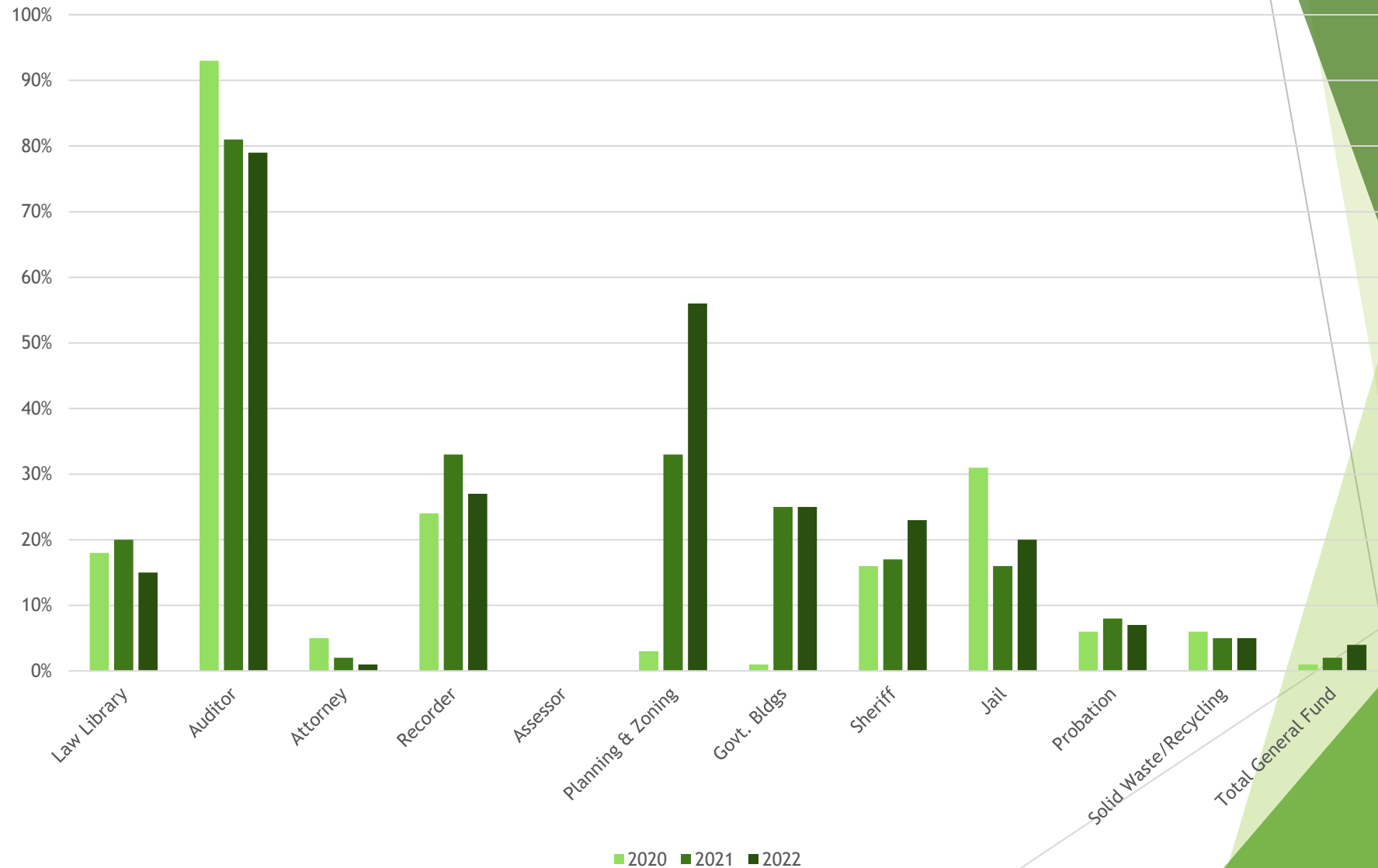


Chart 3A
General Fund Expenditures as Percent by Department March 31, 2022

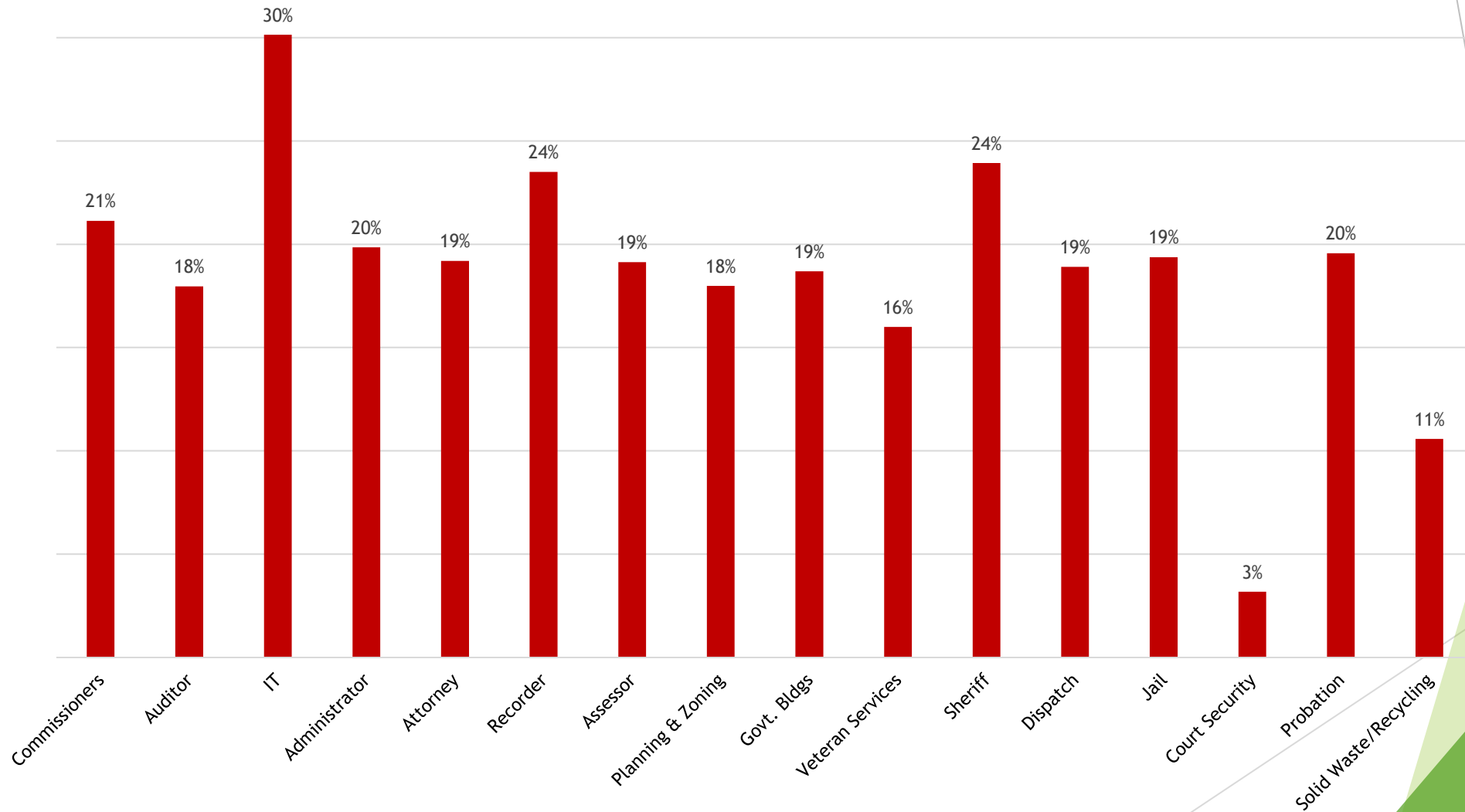


Chart 3B
General Fund Expenditures as Percent by Department March 31, 2022
Compared to 3-year Average

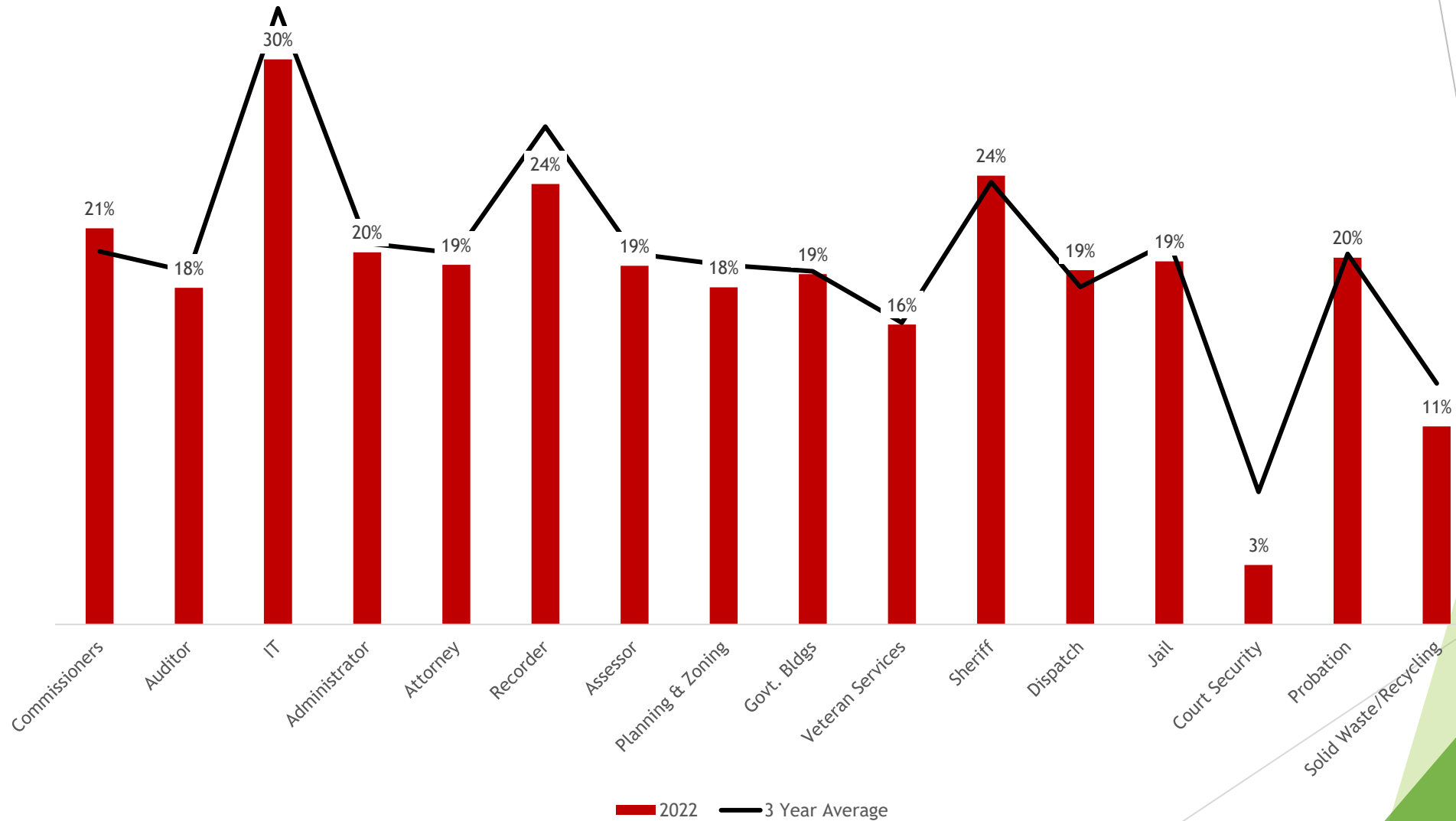
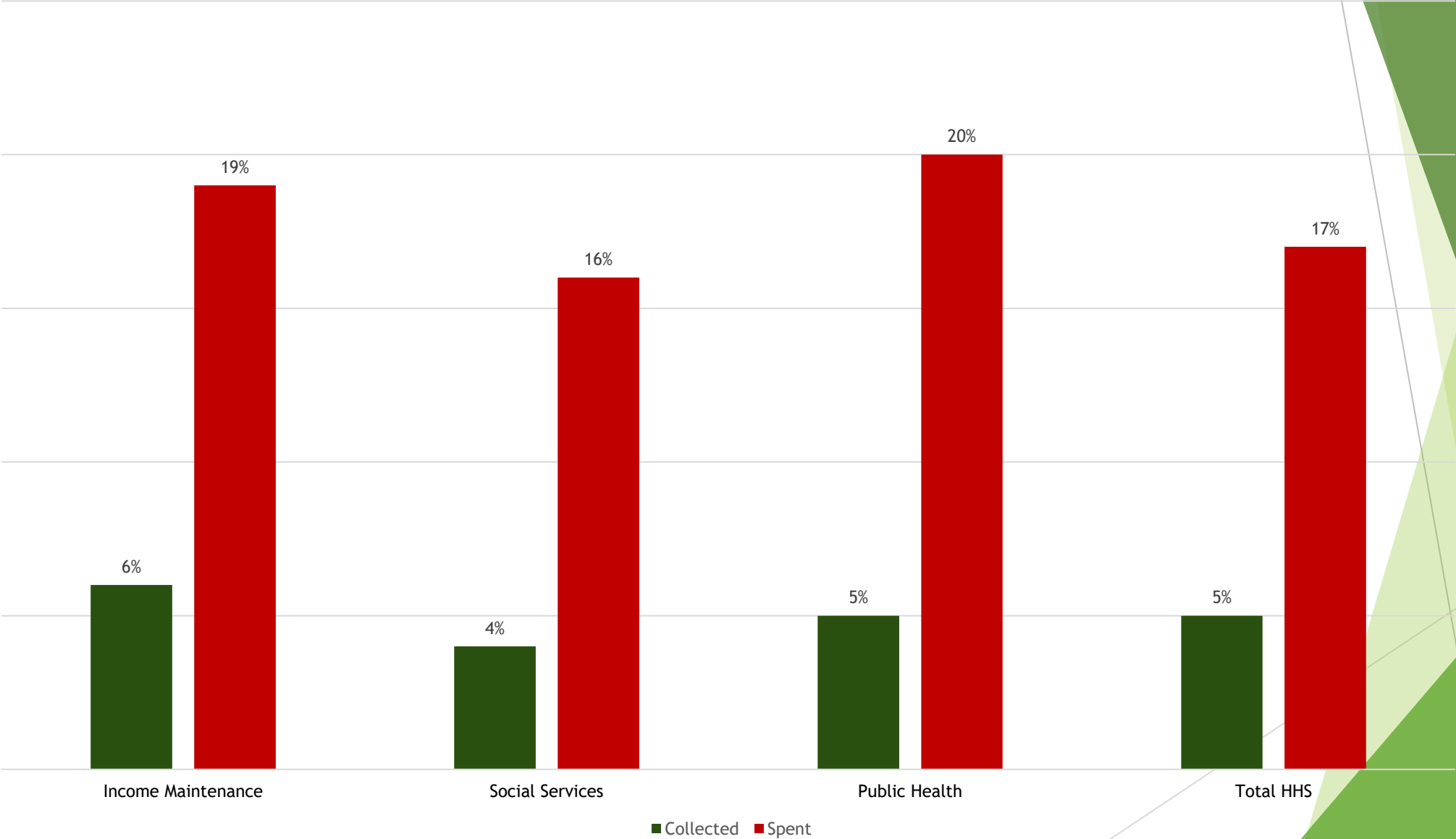


Chart 4
HHS Revenue and Expenditures as Percent through March 31, 2022





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, April 19, 2022, 10:00 a.m.

North Pine Government Center

1602 Hwy. 23 No.

Sandstone, Minnesota

Notice of Participation via Interactive Technology

Pine County Commissioner JJ Waldhalm will be attending the Pine County Board of Commissioners Regular Meeting on Tuesday, April 19, 2022, at 10:00 a.m. via interactive technology, pursuant to Minnesota Statute 13D.02. Commissioner Waldhalm will be seen and heard at the meeting via electronic means and will participate from the Quality Inn, 1505 Hillview Drive, Hillsboro, Texas, a location open and accessible to the public.

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) 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 April 5, 2022 County Board Meeting and Summary for publication
 - Approve Minutes of April 12, 2022 Special Meeting – Committee of the Whole
- F) Minutes of Boards, Reports and Correspondence
 - None
- 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 March, 2022 Cash Balance (attached)

Fund	March 31, 2021	March 31, 2022	Increase/Decrease
General Fund	3,387,467	3,642,423	254,956
Health and Human Services Fund	1,604,251	2,019,778	415,527

Road and Bridge Fund	1,497,473	2,569,131	1,071,659
COVID Relief	0.00	2,413,212	2,413,212
Land	2,571,571	2,485,478	(86,093)
Self Insurance	511,439	412,917	(98,523)
TOTAL (inc non-major funds)	11,286,696	15,246,629	3,959,933

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

Consider approval of the disbursements paid in March 2022 (\$2,512,399.83) by fund. There were 569 total claims, 88 claims that were over \$2,000 to be approved and are individually detailed on the separate listing, and 481 claims under \$2,000 or not needing approval totaling \$1,118,361.72.

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

Review and consider approval of Commissioners' Expense Claim Forms.

4. **Contracts**

A. Consider approval of a contract between the Pine County Sheriff's Office and Windemere Township to enforce criminal ordinance violations. Contract is an "as needed" contract. Contract term is January 1, 2022 - December 31, 2023. Hourly rate: 2022-\$59.50/hour, 2023-\$61.29/hour. Authorize Board Chair and County Administrator to sign.

REGULAR

1. **County Zoning Ordinance Amendment (2022-16) – Public Hearing**

- A. Presentation of the ordinance
- B. County Board questions and discussion
- C. Open Public Hearing and take public testimony
- D. Close Public Hearing
- E. County Board additional discussion if necessary
- F. Consider adoption of the Pine County Ordinance 2022-16 amending the Pine County Zoning Ordinance

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

The Facilities Committee met April 6, 2022. Minutes are for information only. No board action is necessary.

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

The Personnel Committee met April 11, 2022. The Personnel Committee made the following recommendation:

A. **Health & Human Services**

- i. Recommend the hiring of a Child Protection Services Social Worker and request backfill of any subsequent vacancies that may occur due to internal promotion or lateral transfer. This position was been intentionally left open since March 2020 nad has been added to the 2022 HHS budget with a target hire date of July 1, 2022.

B. **Auditor / Treasurer**

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

C. **Sheriff's Office – Jail**

- i. Acknowledge the resignation of Corrections Officers Shaun Mitchell (part-time,

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

D. Administrator's Office

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

Other items are for information only.

4. County Government Appreciation

Consider approval of Resolution 2022-24 designating April 26, 2022 as County Government Appreciation Day. Authorize Board Chair and County Administrator to sign.

5. National Correctional Officer Week

Consider approval of Resolution 2022-23 recognizing correctional officers and correctional employees in Pine County. Authorize Board Chair and County Administrator to sign.

6. One Watershed, One Plan Updates

Acknowledge septic assessment program on Net Lake and consider committing accounts as follows:

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

All grant activities will be paid by the grant. Staff time under these grants will also be reimbursed.

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

Consider approval of a contract with Houston Engineering, Inc. for professional services to the Kettle/Upper St. Croix Watershed One Watershed One Plan for meeting facilitation, watershed modeling, plan templates, and graphic design. The cost for services shall not exceed \$84,100. Authorize Board Chair and County Administrator to sign.

8. First Quarter 2022 Budget Report

9. Commissioner Updates

East Central Solid Waste Commission
East Central Regional Library Trustees Board
NE MN Area Transportation Partnership
Soil & Water Conservation District
Law Library
Other

10. Other

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

- a. Pine County Board of Commissioners, Tuesday, April 19, 2022, 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota

- b. Arrowhead Counties Association, Wednesday, April 20, 2022, 6:00 p.m., Hampton Inn, Duluth, Minnesota
- c. Extension Committee, Thursday, April 21, 2022, 2:30 p.m., Schwyzer Lodge at Osprey Wilds Environmental Learning Center, 54165 Audubon Drive, Sandstone, Minnesota
- d. Cancelled: Rush Line Corridor Task Force, Thursday, April 21, 2022
- e. Snake River Watershed Management Board & Snake River 1W1P Policy, Monday, April 25, 2022, 9:00 a.m., Kanabec County Courthouse, 18 North Vine, Mora, Minnesota
- f. Lower St. Croix Partnership 1W1P, Monday, April 25, 2022, 4:00 p.m.
- g. East Central Regional Development Commission, Monday, April 25, 2022, 7:00 p.m., 100 Park Street So., Mora, Minnesota
- h. NLX, Wednesday, April 27, 2022, 10:00 a.m.
- i. Pine County TAC (Arrowhead Transit), Wednesday, April 27, 2022, 10:00 a.m.
- j. Pine County Housing & Redevelopment Authority/Economic Development Authority (HRA/EDA), Wednesday, April 27, 2022, 1:00 p.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota
- k. Northeast Minnesota Emergency Communications Board/Radio Advisory Committee, Thursday, April 28, 2022, 10:00 a.m., St. Louis County EOC – Pike Lake, 5735 Old Miller Trunk Highway, Duluth, Minnesota
- l. Central Regional EMS, Friday, April 29, 2022, 10:00 a.m., Stearns County Service Center, Waite Park, Minnesota
- m. Pine County Board of Commissioners, Tuesday, May 3, 2022, 10:00 a.m., Board Room, Courthouse, 635 Northridge Drive NW, Pine City, Minnesota

12. **Adjourn**

**MINUTES
OF THE
PINE COUNTY BOARD MEETING
Regular Meeting
Tuesday, April 5, 2022 - 10:00 a.m.
Board Room, Pine County Courthouse,
635 Northridge Drive NW
Pine City, Minnesota**

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

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

The Pledge of Allegiance was said.

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

Chair Hallan requested the following revisions to the Agenda:

- i. Regular Agenda #8: Revise to reflect submission of the application of the federal Community Projects Program to both Senator Klobuchar and Senator Smith's Office.
- ii. Addition: Regular Agenda 10.A Consider approval of Resolution 2022-21 Supporting Senate File 2793 and House File 3073 Encouraging Equitable Funding for Payment In Lieu of Taxes (PILT) Payments.
- iii. Addition: Regular Agenda 10.B Interactive web review of Hometown Fiber Pine County report with Economic Development Coordinator Lezlie Sauter.

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

Motion by Commissioner Lovgren to approve the Minutes of the March 15, 2022 County Board Meeting and Summary for publication. Second by Commissioner Mohr. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence

Pine County Chemical Health Coalition Minutes – March 14, 2022

Pine County Zoning Board Minutes – February 24, 2022

Pine County Land Surveyor Monthly Report – March 2022

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

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

CONSENT AGENDA

1. Applications

Approve the following:

A. Exempt Permit

- i. Ruffed Grouse Society – Rum River Chapter to conduct Minnesota lawful gambling on August 6, 2022 at Wings North, 19379 Homestead Road, Pine City, MN (Pokegama Township)

B. Pawn Shop License

- i. Gerald Phillips, as the new lessor of Northern Pawn Shop, 60622 State Highway 23, Finlayson, MN (Finlayson Township)

2. Pine County Commissioner's Expense Claim Forms

Approve Commissioner Lovgren's Expense Claim Form.

3. 2022 Timber Auction

Approve the timber auction tracts and the general terms and conditions of the sale.

4. Tax-Forfeit Conveyance Request

Approve Resolution 2022-19 authorizing the sale of property legally described as Lot 9, Block 27, Townsite of Sandstone Quarries to the City of Sandstone for \$1.00. The City will also be responsible for the fees required to complete the sale. Authorize Board Chair and County Administrator to sign.

5. Agreements/Contracts/Grants

Approve the following agreements/grants and approve Board Chair and County Administrator to sign:

- A. Pine County Children, Families, and Learning Services Collaborative Agreement, effective January 1, 2022 through December 31, 2026. Health & Human Services is the fiscal host. No financial impact as the collaborative receives funding through local time studies.
- B. 2022 Minnesota Federal Boating Safety Supplemental Equipment Grant in the amount of \$6,220. This grant may only be used for safety enforcement equipment purchases and will be used to purchase 12 inflatable life jackets and 14 buoys. The grant does not require matching funds.

6. Final Payment Contract #2002

Approve final payment of Contract #2002 in the amount of \$202,644.72 to Knife River Corporation and authorize County Administrator to sign Certificate of Final Contract Acceptance for:

SAP 058-652-012	Located on CSAH 52, from CR 157 to CSAH 61	5.4 miles
SAP 058-661-028	Located on CSAH 61 in Pine City, from CSAH 7 to the Snake River Bridge	0.702 miles
SAP 058-670-001	Located on CSAH 70, from CSAH 61 to TH 70	0.46 miles
CP 058-020-003	Located on 2 nd St in Sturgeon Lake from Lake Ave. to CSAH 61	0.7 miles
CP 058-020-004	Located on Cemetery Rd in Sturgeon Lake from CR 161 to 0.268 miles south	0.268 miles
CP 058-052-003	Located on CSAH 52 from CR 157 to 1.0 mile north	1.0 miles
CP 058-108-001	Located on CR 108 from CR 109 to TH 70	0.50 miles

CP 058-109-001	Located on CR 109 from CSAH 61 to Fairfield Ave. in Rock Creek	0.982 miles
CP 058-157-001	Located on CR 157 in Denham, from CSAH 41 to CSAH 52	0.979 miles

7. **New Hire**

Approve authorizing the hiring of the following:

- A. Part-time Hazardous Waste Recycling Attendants Rick Gross and Jean Peterson, effective April 6, 2022, non-union, FLSA non-exempt, \$15.87 per hour, pending successful baseline medical examination for working with hazardous waste.
- B. Temporary Watercraft Inspectors Robert Sunstrom, Jay Kaelberer, Klaus Rechelbacher, and Ray Fenner, effective April 6, 2022, \$16.50 per hour.
- C. Temporary Aquatic Invasive Species (AIS) Intern Emma Willhite, effective April 6, 2022, \$16.00 per hour.
- D. Full-time Deputy Sheriff Ryan Helin, effective April 18, 2022; \$26.65 per hour, Grade 10, Step 1.

8. **Training**

Approve the following training:

- A. Commissioner Lovgren to participate in the 12-week, online, NACo High Performance Leadership Academy. Commissioner Lovgren has secured a scholarship from AMC to cover the registration cost of \$1,695.
- B. Out-of-state travel for any commissioner interested in attending the NACo Annual Conference July 20-24, 2022 in Adams County, Aurora, Colorado. The total cost of the conference including registration, travel, lodging, and meals is estimated at \$3,000.
- C. Community Health Services Administrator Samantha Lo and Public Health Supervisor Jessica Fehlen to attend the Workhuman Live Conference, May 16-19, 2022 in Atlanta, Georgia. Costs per person: Registration: \$2,100, Room/travel: \$700, Meals: \$150. Total cost per person: \$2,950. All costs associated with the conference will be covered by the Public Health Federal COVID-19 grant (not ARPA funds).
- D. Fraud Investigator Kari Rybak to attend the 2022 MN Fraud Investigator's Association Spring Conference, May 11-13, 2022 in Nisswa, Minnesota. Registration: \$175, Lodging/meals: \$390. Total cost \$565.

REGULAR AGENDA

1. **The Village Apartments, LLC Tax Abatement -- Public Hearing**

Economic Development Coordinator Lezlie Sauter explained The Village Apartments, LLC has requested a property tax abatement for the development of a 25-unit multi-family apartment building at 320 – 3rd Street SE in Pine City. The total amount is not to exceed \$200,000 over 15 years, or 95% of the county's share of the increase generated by the incremental new value of the project annually.

Discussion took place of the abatement request to the City of Pine City and other funding programs currently available to the developer.

Chair Hallan opened the public hearing at 10:16 a.m. There being no public comment, Chair Hallan closed the public hearing at 10:16 a.m.

Motion by Commissioner Lovgren to adopt Resolution 2022-17 Approving Property Tax Abatement for the Village Apartments, LLC and authorize Board Chair and County Administrator to sign. Second by Commissioner Mohr. Motion carried 5-0.

2. **2022 Redistricting Plan -- Public Hearing**

Auditor-Treasurer Kelly Schroeder reviewed current county commissioner districts and stated county commissioner district boundaries would need to be changed only if the county board determined the districts are not as equal in population as possible, while maintaining the rules of redistricting that districts must be regular, compact and contiguous.

The county board discussed inclusion of the FCI-Sandstone inmate population in the census numbers.

Chair Hallan opened the public hearing at 10:23 a.m. There being no public comment, Chair Hallan closed the public hearing at 10:23 a.m.

Motion by Commissioner Ludwig to adopt Resolution 2022-20 adopting County Commissioner Districts with no changes in district boundaries and no changes in terms of office for commissioners. Second by Commissioner Mohr. Motion carried 4-0.

3. **Recognition of 40 Years of County Employment**

The county board recognized and thanked Deputy Treasurer Kathy Reiser for her 40 years of employment with Pine County.

4. **Reconsider Action to Offer For Sale the County's Interest in Outlot A – Jackie's 1st Addition**

At the March 1, 2022 county board meeting the board voted 4-1 to allow the county's 3/16th interest in Outlot A of Jackie's 1st Addition be offered for sale to the other owners in Jackie's 1st Addition. Chair Hallan has requested, due to limited public winter access to Cross Lake, that the board reconsider its previous action and refer the issue back to the Land and Zoning Advisory Committee for further study and consideration. Commissioner Ludwig stated this matter was important enough to bring it back to the Land and Zoning Advisory Committee for further discussion. Commissioner Lovgren stated her concern that the outlot was created to allow property owners to have deeded access to Cross Lake.

Motion by Commissioner Ludwig to reconsider the action taken at the March 1, 2022 board meeting to sell the county's interest in Outlot A of Jackie's 1st Addition and to refer the item back to the Land and Zoning Advisory Committee. Second by Commissioner Mohr. Motion carried 4-1 with Commissioner Lovgren opposing.

5. **Murphy Access Easement Request**

County Auditor-Treasurer Kelly Schroeder stated a request has been received from property owner Wayne Murphy for an easement over county owned property. The easement would be described as the West 33' of the West half of the West half of the Southwest Quarter of Sec. 23, Twp. 43N, Rge. 17W of the Fourth Principal Meridian to access Murphy's property located directly to the north. County Attorney Frederickson has recommended the easement be a nonexclusive public easement for the purpose of ingress, egress, and utilities to ensure future access for the county, township and other property owners.

Motion by Commissioner Mohr to approve Resolution 2022-18 approving the sale of the easement for \$3,500 to Wayne Murphy and approving the other terms and conditions of the sale. Authorize Board Chair and County Administrator to sign. Second by Commissioner Waldhalm. Motion carried 5-0

Motion by Commissioner Mohr to authorize the Board Chair and County Administrator to execute the deed for the sale of the easement once terms and conditions are met. Second by Commissioner Waldhalm. Motion carried 5-0.

6. **Help America Vote Act (HAVA) Grant Agreement**

County Auditor-Treasurer Kelly Schroeder stated Pine County has been awarded an initial allotment of \$26,596.98 from the Help America Vote Act appropriation. The funds will be used to purchase election equipment authorized at the March 1, 2022 board meeting. The cost of the election equipment is \$337,435; the \$26,596.98 allotment will be used as a partial match to Pine County's \$128,680.13 Voting Election Equipment Grant which requires a 50% match. There will be a second allotment of funds under the HAVA grant as not all counties applied for HAVA funds, which will also be used to offset the county's match requirement.

Motion by Commissioner Ludwig to approve the Help America Vote Act Grant Agreement and authorize Board Chair and County Administrator to sign. Second by Commissioner Lovgren. Motion carried 5-0.

7. **2021 Highway Annual Report**

Public Works Director/County Engineer Mark LeBrun reviewed the 2021 Public Works Department Annual Report including a review of projects and the unaudited assets, liabilities, account balances and inventory. In 2021 the department completed 21.5 miles of bituminous resurfacing and one bridge replacement project. As of December 31, 2021, the Fund Balance was \$2,471,890 with an undesignated fund balance of \$369,822. Sales tax projects totaling \$579,750 were completed in 2021 with collections of \$1,717,890 and \$1,547,133 undesignated.

8. **Submission of Application for Community Project to Senators Klobuchar and Smith**

The county board previously approved an application to the Community Projects Program to Congressman Stauber's office. The application period for Senators Klobuchar and Smith's offices are now open.

Motion by Commissioner Lovgren to approve submission of the application to the federal Community Projects Program through Senator Klobuchar and Senator Smith's office for the Pine County I-35 and Highway 48 Congestion Reduction, Tourism and Development Collaborative between Mille Lacs Corporate Ventures, Mille Lacs Band of Ojibwe, Pine County and the City of Hinckley. Second by Commissioner Mohr. Motion carried 5-0.

9. **Commissioner Updates**

Arrowhead Counties Association: Commissioner Ludwig unable to attend.

Lakes & Pines Community Action Council: Chair Hallan stated two board members recently passed away and the Executive Director has submitted his resignation.

Technology Committee: Meeting cancelled.

NLX Meeting: Commissioner Ludwig unable to attend.

Housing & Redevelopment Authority/Economic Development Authority: Commissioner

Ludwig stated Redpath has completed the 2019 and 2020 audit and noted several findings related to lack of oversight, lack of documentation, lack of internal controls and erroneous payments. The HRA/EDA has requested reimbursement of \$11,222.30 in overpayments.

Integrity Property Management and the HRA/EDA have agreed to terminate the management agreement effective April 30, 2022. SMR Management will begin management responsibilities effective May 1, 2022 for a two-year period.

Pine County Education Collaborative Leadership Network meeting: Chair Hallan stated the county and the schools have a good relationship.

Highway 23 Coalition Annual meeting: Commissioner Lovgren stated the coalition has a very large membership base of private companies and local governments. The Coalition is conducting outreach to the City of Duluth to become involved in this coalition.

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

Commissioner Lovgren stated they are working to get one group rather than two for

management purposes; also looking to hire an administrator. Pokegama and Cross Lake projects were reviewed and abandonment/reconstruction of ditches was discussed.

AMC Leadership Summit: Commissioner Lovgren stated this was a great conference.

City of Sandstone meeting: Discussion of law enforcement contract with the City of Sandstone. Sandstone has discussed ending the contract.

Other: NACo Telecommunications and Technology Steering Committee: Commissioner Lovgren stated programs available for broadband to help defray costs to homeowners is available.

Legislative Update: Commissioner Lovgren stated there are two stand-alone bills for the Border-2-Border broadband project. Also discussion of restricting contractors from buying homes such that first time owners have an opportunity to purchase these homes. Other items discussed included livestream of the counting of election ballots and election drop boxes for ballots.

10. **Other**

10A. County Administrator Minke stated payment in lieu of tax payments from the State have not been distributed equally to all counties. Senator Bakk has authorized Senate File 2793 and Representative Nathan Nelson is a coauthor with Representative Ecklund on House File 2073—which bills are intended to address the disparity.

Motion by Commissioner Ludwig to approve Resolution 2022-21 Supporting Senate File 2793 and House File 3073 Encouraging Equitable Funding for Payment In Lieu of Taxes (PILT) Payment. Second by Commissioner Lovgren. Motion carried 5-0.

Chair Hallan called a recess at 11:53 a.m.

The meeting reconvened at 12:00 p.m.

10B. Economic Development Coordinator Lezlie Sauter provided a hands on/interactive review of the Hometown Fiber Pine County Report.

11. **Upcoming Meetings**

Upcoming meetings were reviewed.

12. **Adjourn**

With no further business, Chair Hallan adjourned the meeting at 12:25 p.m. The next regular meeting of the county board is scheduled for Tuesday, April 19, 2022 at 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota.

Stephen M. Hallan, Chair
Board of Commissioners

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

**SUMMARY
OF
MINUTES
OF THE
PINE COUNTY BOARD MEETING
Regular Meeting
Tuesday, April 5, 2022 - 10:00 a.m.
Board Room, Pine County Courthouse,
635 Northridge Drive NW
Pine City, Minnesota**

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

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

The Pledge of Allegiance was said.

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

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

Motion by Commissioner Lovgren to approve the Minutes of the March 15, 2022 County Board Meeting and Summary for publication. Second by Commissioner Mohr. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence

Pine County Chemical Health Coalition Minutes – March 14, 2022

Pine County Zoning Board Minutes – February 24, 2022

Pine County Land Surveyor Monthly Report – March 2022

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

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

Approve the following:

A. Exempt Permit

- i. Ruffed Grouse Society – Rum River Chapter to conduct Minnesota lawful gambling on August 6, 2022 at Wings North, 19379 Homestead Road, Pine City, MN

B. Pawn Shop License

- i. Gerald Phillips, as the new lessor of Northern Pawn Shop, 60622 State Highway 23, Finlayson, MN (Finlayson Township)

Approve Commissioner Lovgren's Expense Claim Form.

Approve the timber auction tracts and the general terms and conditions of the sale.
 Approve Resolution 2022-19 authorizing the sale of property legally described as Lot 9, Block 27, Townsite of Sandstone Quarries to the City of Sandstone for \$1.00. The City will also be responsible for the fees required to complete the sale.

Approve the following agreements/grants:

- A. Pine County Children, Families, and Learning Services Collaborative Agreement, effective January 1, 2022 through December 31, 2026. Health & Human Services is the fiscal host. No financial impact as the collaborative receives funding through local time studies.
- B. 2022 Minnesota Federal Boating Safety Supplemental Equipment Grant in the amount of \$6,220. This grant may only be used for safety enforcement equipment purchases. The grant does not require matching funds.

Approve final payment of Contract #2002 in the amount of \$202,644.72 to Knife River Corporation for:

SAP 058-652-012	Located on CSAH 52, from CR 157 to CSAH 61	5.4 miles
SAP 058-661-028	Located on CSAH 61 in Pine City, from CSAH 7 to the Snake River Bridge	0.702 miles
SAP 058-670-001	Located on CSAH 70, from CSAH 61 to TH 70	0.46 miles
CP 058-020-003	Located on 2 nd St in Sturgeon Lake from Lake Ave. to CSAH 61	0.7 miles
CP 058-020-004	Located on Cemetery Rd in Sturgeon Lake from CR 161 to 0.268 miles south	0.268 miles
CP 058-052-003	Located on CSAH 52 from CR 157 to 1.0 mile north	1.0 miles
CP 058-108-001	Located on CR 108 from CR 109 to TH 70	0.50 miles
CP 058-109-001	Located on CR 109 from CSAH 61 to Fairfield Ave. in Rock Creek	0.982 miles
CP 058-157-001	Located on CR 157 in Denham, from CSAH 41 to CSAH 52	0.979 miles

Approve hiring of:

- A. Part-time Hazardous Waste Recycling Attendants Rick Gross and Jean Peterson, effective April 6, 2022, non-union, FLSA non-exempt, \$15.87 per hour, pending successful baseline medical examination for working with hazardous waste.
- B. Temporary Watercraft Inspectors Robert Sunstrom, Jay Kaelberer, Klaus Rechelbacher, and Ray Fenner, effective April 6, 2022, \$16.50 per hour.
- C. Temporary Aquatic Invasive Species (AIS) Intern Emma Willhite, effective April 6, 2022, \$16.00 per hour.
- D. Full-time Deputy Sheriff Ryan Helin, effective April 18, 2022; \$26.65 per hour, Grade 10, Step 1.

Approve the following training:

- A. Commissioner Lovgren to participate in the 12-week, online, NACo High Performance

Leadership Academy. Commissioner Lovgren has secured a scholarship from AMC to cover the registration cost of \$1,695.

- B. Out-of-state travel for any commissioner interested in attending the NACo Annual Conference in Aurora, Colorado. The total cost is estimated at \$3,000.
- C. Community Health Services Administrator Samantha Lo and Public Health Supervisor Jessica Fehlen to attend the Workhuman Live Conference. Total cost per person: \$2,950. All costs associated with the conference will be covered by the Public Health Federal COVID-19 grant (not ARPA funds).
- D. Fraud Investigator Kari Rybak to attend the 2022 MN Fraud Investigator's Association Spring Conference. Total cost \$565.

The Village Apartments, LLC Tax Abatement -- Public Hearing

Economic Development Coordinator Lezlie Sauter explained The Village Apartments, LLC has requested a property tax abatement for the development of a 25-unit multi-family apartment building at 320 – 3rd Street SE in Pine City. The total amount is not to exceed \$200,000 over 15 years, or 95% of the county's share of the increase generated by the incremental new value of the project annually.

Chair Hallan opened the public hearing at 10:16 a.m. There being no public comment, Chair Hallan closed the public hearing at 10:16 a.m.

Motion by Commissioner Lovgren to adopt Resolution 2022-17 Approving Property Tax Abatement for the Village Apartments, LLC. Second by Commissioner Mohr. Motion carried 5-0.

2022 Redistricting Plan -- Public Hearing

Auditor-Treasurer Kelly Schroeder reviewed current county commissioner districts and stated county commissioner district boundaries would need to be changed only if the county board determined the districts are not as equal in population as possible, while maintaining the rules of redistricting that districts must be regular, compact and contiguous.

Chair Hallan opened the public hearing at 10:23 a.m. There being no public comment, Chair Hallan closed the public hearing at 10:23 a.m.

Motion by Commissioner Ludwig to adopt Resolution 2022-20 adopting County Commissioner Districts with no changes in district boundaries and no changes in terms of office for commissioners. Second by Commissioner Mohr. Motion carried 4-0.

Motion by Commissioner Ludwig to reconsider the action taken at the March 1, 2022 board meeting to sell the county's interest in Outlot A of Jackie's 1st Addition and to refer the item back to the Land and Zoning Advisory Committee. Second by Commissioner Mohr. Motion carried 4-1 with Commissioner Lovgren opposing.

Motion by Commissioner Mohr to approve Resolution 2022-18 approving the sale of the easement for \$3,500 to Wayne Murphy and approving the other terms and conditions of the sale. Second by Commissioner Waldhalm. Motion carried 5-0.

Motion by Commissioner Mohr to authorize the Board Chair and County Administrator to execute the deed for the sale of the easement once terms and conditions are met. Second by Commissioner Waldhalm. Motion carried 5-0.

Motion by Commissioner Ludwig to approve the Help America Vote Act Grant Agreement. Second by Commissioner Lovgren. Motion carried 5-0.

Motion by Commissioner Lovgren to approve submission of the application to the federal Community Projects Program through Senator Klobuchar and Senator Smith's office for the Pine County I-35 and Highway 48 Congestion Reduction, Tourism and Development Collaborative between Mille Lacs Corporate Ventures, Mille Lacs Band of Ojibwe, Pine County and the City of Hinckley. Second by Commissioner Mohr. Motion carried 5-0.

Motion by Commissioner Ludwig to approve Resolution 2022-21 Supporting Senate File 2793 and House File 3073 Encouraging Equitable Funding for Payment In Lieu of Taxes (PILT) Payment. Second by Commissioner Lovgren. Motion carried 5-0.

Chair Hallan called a recess at 11:53 a.m.
The meeting reconvened at 12:00 p.m.

Economic Development Coordinator Lezlie Sauter provided an overview of the Hometown Fiber Pine County Report.

With no further business, Chair Hallan adjourned the meeting at 12:25 p.m. The next regular meeting of the county board is scheduled for Tuesday, April 19, 2022 at 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota.

Stephen M. Hallan, Chair
Board of Commissioners

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

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

**MINUTES
OF
PINE COUNTY BOARD MEETING
SPECIAL MEETING-COMMITTEE OF THE WHOLE**

**April 12, 2022 – 9:00 a.m.
Board Room, Pine County Courthouse
635 Northridge Drive NW
Pine City, Minnesota**

Vice Chair Josh Mohr called the meeting to order at 9:00 a.m. Present were Commissioners Terry Lovgren and Matt Ludwig. Also present was County Administrator David Minke. Due to an out-of-town commitment, Commissioner J.J. Waldhalm joined the meeting via interactive technology, pursuant to Minnesota Statute 13D.02. Commissioner Waldhalm was seen and heard at the meeting via electronic means and participated from Quality Inn, 1505 Hillview Drive, Hillsboro, Texas, a location open and accessible to the public.

Others Present:

Solid Waste Ordinance Ad Hoc Committee representatives: Terry O'Rourke/Nickerson Township (township representative), Terry Peterson/Jones Construction (local solid waste industry representative), and Heidi Kroening, MPCA Representative. Land and Resources Manager Caleb Anderson, County Assessor/Recorder Lorri Houtsma, County Auditor/Treasurer Kelly Schroeder, Probation Supervisor Kevin Glass, Corrections Agent Devin Petersen, and Probation Director Terry Fawcett. Human Resources Manager Jackie Koivisto was present via electronic means.

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.

Those present introduced themselves.

Chair Steve Hallan joined the meeting at 9:10 a.m.

Solid Waste Update

Land and Resources Manager Caleb Anderson reviewed the fees and solid waste services available to county residents, and provided an overview of the process to update the Pine County Solid Waste Ordinance, established in 1990. The board questioned what effect utilizing the solid waste management fee for enhanced garbage and recycling service has had on environmental conditions in other counties and inquired as to what the cost would be to make a significant enhancement on the county's environmental conditions and recycling rate. The board expressed that solid waste and recycling fees collected through property assessments may be preferable to user fees and recommended staff to bring some proposals or options to the Solid Waste Ordinance Ad Hoc Committee for recommendations to the County Board.

Property Value Update

County Assessor/Recorder Lorri Houtsma provided an update on current trends in property value increases and explained the appeal process. County Auditor/Treasurer Kelly Schroeder provided information relating to calculation of property values and the effect on taxes.

Chair Hallan called a recess at 11:06 a.m.

The county board meeting reconvened at 11:08 a.m.

Pre-Trial Release

Probation Supervisor Kevin Glass and Corrections Agent Devin Petersen explained the Minnesota Pretrial Release Evaluation and Assessment Tool (MNPAT) process. This process is used to improve pretrial outcomes for defendants and provide consistent information to judges and attorneys. In 2021, 470 bail studies were completed.

With no other business, the meeting was adjourned at 11:48 a.m.

Stephen M. Hallan, Chair
Pine County Board of Commissioners

David J. Minke, County Administrator
Clerk to County Board



AGENDA REQUEST FORM

Date of Meeting: April 19, 2022

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

Agenda Item: March 2022 Cash Balance

Department: Auditor-Treasurer



Department Head signature

Background information on Item:

March 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	March 2021 BALANCE	March 2022 BALANCE	DIFFERENCE
1 - GENERAL	3,387,466.63	3,642,423.02	254,956.39
12 - H&HS	1,604,250.71	2,019,777.77	415,527.06
13 - ROAD & BRIDGE	1,497,472.68	2,569,131.28	1,071,658.60
19 - COVID RELIEF	0.00	2,413,211.63	2,413,211.63
22 - LAND	2,571,570.80	2,485,478.09	(86,092.71)
60 - SELF INSURANCE	511,439.43	412,916.68	(98,522.75)
 TOTAL (incl non-major funds)	 \$11,286,696.30	 \$15,246,629.08	 3,959,932.78

-In 2021, no COVID relief funds had been received, resulting in the zero balance (ARPA was approved 3/11/2021).

-The overall decrease in the self-insurance fund is not concerning as very few claims had been paid out by March of 2021 given the timing of billing from medical providers; whereas the plan is now mature.

MONTH-TO-MONTH COMPARISON

FUND	February 2022 BALANCE	March 2022 BALANCE	DIFFERENCE
1 - GENERAL	4,462,587.72	3,642,423.02	(820,164.70)
12 - H&HS	2,346,262.11	2,019,777.77	(326,484.34)
13 - ROAD & BRIDGE	2,817,201.25	2,569,131.28	(248,069.97)
19 - COVID RELIEF	2,503,512.93	2,413,211.63	(90,301.30)
22 - LAND	2,461,114.43	2,485,478.09	24,363.66
60 - SELF INSURANCE	501,726.22	412,916.68	(88,809.54)
 TOTAL (incl non-major funds)	 \$17,387,406.21	 \$15,246,629.08	 (2,140,777.13)

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

***** Pine County *****

TREASURER'S CASH TRIAL BALANCE

As of 03/2022



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
1 General Revenue Fund	7,845,482.87			
Receipts		648,931.19	1,272,641.32	
Disbursements		336,996.26-	2,334,322.16-	
Payroll		1,125,866.84-	3,509,613.79-	
Journal Entries		6,232.79-	70,476.34	
Settlement		0.00	297,758.44	
Fund Total		820,164.70-	4,203,059.85-	3,642,423.02
12 Health & Human Services 420 H&HS-Income Maintenance	2,405,483.31			
Receipts		110,782.98	574,678.83	
Disbursements		98,696.16-	247,820.09-	
Payroll		203,376.53-	589,962.97-	
Journal Entries		147.94-	26,477.70	
Dept Total		191,437.65-	236,626.53-	2,168,856.78
12 Health & Human Services 430 H&HS-Social Services	1,221,288.88-			
Receipts		408,626.40	1,026,805.38	
Disbursements		27,738.93-	85,342.91-	
SSIS		193,923.14-	539,128.14-	
Payroll		281,134.19-	850,796.70-	
Journal Entries		5,966.16-	40,433.54	
Dept Total		100,136.02-	408,028.83-	1,629,317.71-
12 Health & Human Services 440 Childrens Collaborative (H&HS)	0.00			
Dept Total		0.00	0.00	0.00
12 Health & Human Services 481 Public Health (H&HS)	1,219,529.84			
Receipts		72,123.09	280,341.00	
Disbursements		6,551.69-	56,742.93-	
Payroll		107,979.78-	318,683.30-	
Journal Entries		12,846.17	43,570.18	

HHS TOTAL
\$2,019,777.77

***** Pine County *****



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TREASURER'S CASH TRIAL BALANCE

As of 03/2022

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<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Dept Total		29,562.21-	51,515.05-	1,168,014.79
12 Health & Human Services 801 Non-Departmental				
	0.00			
Dept Total		0.00	0.00	0.00
Fund Total	2,403,724.27	321,135.88-	696,170.41-	1,707,553.86
13 Road & Bridge Fund				
	1,177,956.59			
Receipts		167,449.28	2,972,093.77	
Disbursements		200,548.73-	979,890.48-	
Payroll		213,974.02-	642,514.03-	
Journal Entries		996.50-	3,393.00-	
Settlement		0.00	44,878.43	
Fund Total		248,069.97-	1,391,174.69	2,569,131.28
14 Ditch Maintenance (Sr) Fund				
	32,311.18			
Fund Total		0.00	0.00	32,311.18
19 COVID-19 Relief Fund				
	2,550,242.21			
Receipts		972.00	2,619.00	
Disbursements		75,632.61-	93,030.59-	
Payroll		8,929.36-	26,718.07-	
Journal Entries		6,711.33-	19,900.92-	
Fund Total		90,301.30-	137,030.58-	2,413,211.63
22 Land Management Fund				
	2,414,449.02			
Receipts		42,587.37	216,665.07	
Disbursements		1,476.35-	10,843.51-	
Payroll		16,521.82-	44,788.95-	

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***** **Pine County** *****

TREASURER'S CASH TRIAL BALANCE

As of 03/2022



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<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Journal Entries		225.54-	90,003.54-	
Fund Total		24,363.66	71,029.07	2,485,478.09
24 SSTS Upgrades				
	310,627.35			
Receipts		82,277.84	82,373.84	
Disbursements		9,146.00-	41,900.00-	
Fund Total		73,131.84	40,473.84	351,101.19
29 Children's Collab (H&Hs) Agency Fund	440	Childrens Collaborative (H&HS)		
	286,481.20			
Receipts		0.00	31,056.00	
Disbursements		0.00	54,988.40-	
Journal Entries		45.15	80.04	
Dept Total		45.15	23,852.36-	262,628.84
Fund Total	286,481.20	45.15	23,852.36-	262,628.84
31 GO Capital Improvement-Capital Projects				
	522,397.29-			
Receipts		0.00	522,399.00	
Disbursements		103,851.00-	116,349.09-	
Fund Total		103,851.00-	406,049.91	116,347.38-
37 County Railroad Authority				
	5,055.07			
Fund Total		0.00	0.00	5,055.07
38 Building Fund				
	326,686.38			
Settlement		0.00	630.46	
Fund Total		0.00	630.46	327,316.84

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***** **Pine County** *****

TREASURER'S CASH TRIAL BALANCE

As of 03/2022



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<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
39 2015A G.O. Jail Bonds				
	1,498,069.87			
Disbursements		0.00	953,250.00-	
Settlement		0.00	26,663.76	
Fund Total		0.00	926,586.24-	571,483.63
40 2020A G.O. Refunding Courthouse Bonds				
	1,281,774.89			
Disbursements		0.00	815,220.00-	
Settlement		0.00	22,700.05	
Fund Total		0.00	792,519.95-	489,254.94
41 2017A G.O. CIP Bonds				
	117,947.88			
Disbursements		0.00	281,181.25-	
Settlement		0.00	7,668.74	
Fund Total		0.00	273,512.51-	155,564.63-
43 Equipment Fund				
	23,196.88			
Settlement		0.00	655.77	
Fund Total		0.00	655.77	23,852.65
44 Election Equipment				
	68,596.83			
Disbursements		97,404.57-	98,076.36-	
Journal Entries		114.13-	114.13-	
Settlement		0.00	1,688.30	
Fund Total		97,518.70-	96,502.19-	27,905.36-
60 United Health Care Self Insurance 1/1/21				
	554,149.87			
Receipts		301,678.31	896,715.02	

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4/12/2022 2:42:18PM

***** **Pine County** *****



TREASURER'S CASH TRIAL BALANCE

As of 03/2022

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<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Disbursements		391,314.12-	1,040,422.02-	
Journal Entries		826.27	2,473.81	
Fund Total		88,809.54-	141,233.19-	412,916.68
76 Group Health Ins Fund 5/1/95 (Gen)	567,946.78-			
Receipts		95,763.84	288,469.37	
Disbursements		158,930.91-	471,475.34-	
Journal Entries		6,676.80	20,675.90	
Fund Total		56,490.27-	162,330.07-	730,276.85-
80 County Collections Agency Fund	24,455.46			
Receipts		10,747.19	760,690.87	
Disbursements		736,848.00-	763,808.29-	
Fund Total		726,100.81-	3,117.42-	21,338.04
82 Taxes And Penalties Agency Fund	1,084,081.10			
Receipts		377,089.95	757,632.58	
Disbursements		57,571.95-	534,021.90-	
Journal Entries		0.00	90,429.75-	
Settlement		0.00	402,643.95-	
Fund Total		319,518.00	269,463.02-	814,618.08
84 East Central Drug Task Force Agency Fund	100,048.11			
Receipts		0.00	72,349.64	
Disbursements		0.00	74,944.54-	
Fund Total		0.00	2,594.90-	97,453.21
89 H & Hs Collections Agency Fund	801	Non-Departmental		
	56,002.51			

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4/12/2022 2:42:18PM

***** **Pine County** *****

TREASURER'S CASH TRIAL BALANCE

As of 03/2022



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<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Receipts		10,375.80	44,681.08	
Disbursements		15,769.41-	51,088.52-	
Dept Total		5,393.61-	6,407.44-	49,595.07
Fund Total	56,002.51	5,393.61-	6,407.44-	49,595.07
All Funds	21,070,995.47			
Receipts		2,329,405.24	9,802,211.77	
Disbursements		2,318,476.69-	9,104,718.38-	
SSIS		193,923.14-	539,128.14-	
Payroll		1,957,782.54-	5,983,077.81-	
Journal Entries		0.00	346.17	
Total		2,140,777.13-	5,824,366.39-	15,246,629.08



AGENDA REQUEST FORM

Date of Meeting: April 19, 2022

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

Agenda Item: March 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 March 2022 (\$2,512,399.83) by fund. There were 569 total claims, 88 claims that were over \$2,000 to be approved and are individually detailed on the separate listing, and 481 claims under \$2,000 or not needing approval totaling \$1,118,361.72.

Action Requested:

Consider approving March 2022 disbursements including the individual listing of claims over \$2,000, and 481 claims under \$2,000 or not needing approval totaling of \$1,118,361.72.

Financial Impact:

N/A

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***** **Pine County** *****



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DISBURSEMENTS JOURNAL REPORT G/L Months: 03/2022 - 03/2022

RECAP BY FUND

FUND	AMOUNT	NAME
1	336,996.26	GENERAL REVENUE FUND
12	326,909.92	HEALTH & HUMAN SERVICES
13	200,548.73	ROAD & BRIDGE FUND
19	75,632.61	COVID-19 RELIEF FUND
22	1,476.35	LAND MANAGEMENT FUND
24	9,146.00	SSTS UPGRADES
31	103,851.00	GO CAPITAL IMPROVEMENT-CAPITAL PROJEC
44	97,404.57	ELECTION EQUIPMENT
60	391,314.12	UNITED HEALTH CARE SELF INSURANCE 1/1/21
76	158,930.91	GROUP HEALTH INS FUND 5/1/95 (GEN)
80	736,848.00	COUNTY COLLECTIONS AGENCY FUND
82	57,571.95	TAXES AND PENALTIES AGENCY FUND
89	15,769.41	H & HS COLLECTIONS AGENCY FUND
	2,512,399.83	Total Disbursements

RECAP BY TYPE

TYPE	AMOUNT	NAME
1	2,221,503.61	AUD
2	292,078.19	COM
3	1,181.97 -	MVC
	2,512,399.83	Total Disbursements

FUND	DATE	VENDOR	AMOUNT
GENERAL	3/11/2022	AMAZON CAPITAL SERVICES	5,593.61
GENERAL	3/4/2022	Aml Cleaning Service, Inc	4,000.00
GENERAL	3/4/2022	BAUER CONSTRUCTION	5,430.91
GENERAL	3/11/2022	CalTopo LLC (Cardmember Service)	2,000.00
GENERAL	3/4/2022	Duluth Institute Inc	2,850.00
GENERAL	3/4/2022	East Central Energy Of Braham	12,200.14
GENERAL	3/25/2022	KRONOS SAASHR INC	2,609.41
GENERAL	3/4/2022	MEND CORRECTIONAL CARE PLLC	27,856.71
GENERAL	3/18/2022	MINNESOTA ENERGY RESOURCES CORP	2,146.52
GENERAL	3/4/2022	MINNESOTA POWER	3,957.11
GENERAL	3/25/2022	MN COUNTIES COMPUTER COOP	4,096.15
GENERAL	3/4/2022	NORTHSTAR MEDIA INC	2,830.20
GENERAL	3/4/2022	OWENS COMPANIES INC	3,300.00
GENERAL	3/18/2022	OWENS COMPANIES INC	10,469.86
GENERAL	3/25/2022	PDS	6,585.18
GENERAL	3/4/2022	PREMIER OUTDOOR SERVICES OF MINNESOTA	4,250.00
GENERAL	3/18/2022	PREMIER OUTDOOR SERVICES OF MINNESOTA	4,250.00
GENERAL	3/11/2022	Pro-West & Associates Inc	11,240.31
GENERAL	3/4/2022	Purchase Power	4,035.00
GENERAL	3/4/2022	SCHNEIDER GEOSPATIAL LLC	2,898.00
GENERAL	3/4/2022	SUMMIT FOOD SERVICE MANAGEMENT LLC	7,635.32
GENERAL	3/11/2022	SUMMIT FOOD SERVICE MANAGEMENT LLC	3,971.66
GENERAL	3/18/2022	SUMMIT FOOD SERVICE MANAGEMENT LLC	4,306.40
GENERAL	3/25/2022	SUMMIT FOOD SERVICE MANAGEMENT LLC	4,855.56
GENERAL	3/11/2022	THRIFTY WHITE PHARMACY	2,159.88
GENERAL	3/25/2022	TRITECH SOFTWARE SYSTEMS	65,372.33
GENERAL	3/11/2022	UTILITY ASSOCIATES INC	4,807.50
GENERAL	3/25/2022	Verizon Wireless	7,513.17
HHS	3/18/2022	Central Mn Jobs & Training Services	11,350.15
HHS	3/4/2022	Dhs Maps Mmis Cd Maxis 998	3,798.00
HHS	3/25/2022	DHS State Operated Services	4,147.10
HHS	3/11/2022	East Central Reg Juvenile Center	8,884.87
HHS	3/25/2022	Family Pathways - North Branch	4,072.50
HHS	3/18/2022	Heartland Girls Ranch	8,200.64
HHS	3/11/2022	Information Systems Corp-ISC	16,057.00
HHS	3/18/2022	Lighthouse Child & Family Services, LLC	6,245.07
HHS	3/25/2022	Mille Lacs Band Family Services	11,655.22
HHS	3/25/2022	Nexus-Gerard Family Healing LLC	11,200.00
HHS	3/18/2022	Nexus-Kindred Family Healing	5,611.20
HHS	3/18/2022	Nexus-Mille Lacs Family Healing	13,693.25
HHS	3/4/2022	North Homes Inc	18,745.89
HHS	3/11/2022	North Homes Inc	12,082.25
HHS	3/25/2022	Northwoods Children Home	10,447.08
HHS	3/4/2022	Pitney Bowes	2,408.94
HHS	3/18/2022	Prairie Lakes Youth Programs	8,112.75
HHS	3/4/2022	Rolling Hills Hospital LLC	9,450.00

FUND	DATE	VENDOR	AMOUNT
HHS	3/25/2022	Solid Oak Financial Services, LLC	4,250.00
HHS	3/18/2022	Sue's Bus Service Inc	6,817.20
R&B	3/18/2022	Askov Deep Rock	4,030.87
R&B	3/25/2022	Askov Deep Rock	2,421.17
R&B	3/11/2022	Auto Value-Hinckley	2,490.25
R&B	3/4/2022	COMPASS MINERALS AMERICA	27,798.09
R&B	3/18/2022	COMPASS MINERALS AMERICA	27,725.69
R&B	3/25/2022	COMPASS MINERALS AMERICA	19,836.62
R&B	3/25/2022	DOOLEYS PETROLEUM INC	27,012.74
R&B	3/4/2022	Emergency Automotive Technologies, Inc	4,082.66
R&B	3/25/2022	Emergency Automotive Technologies, Inc	3,595.46
R&B	3/18/2022	ERICKSON ENGINEERING CO LLC	7,124.50
R&B	3/11/2022	HERNESS CONSTRUCTION COMPANY	7,400.00
R&B	3/18/2022	Kris Engineering, Inc	10,554.40
R&B	3/11/2022	LHB INC	2,458.00
R&B	3/11/2022	MINNESOTA ENERGY RESOURCES CORP	2,386.48
R&B	3/18/2022	Nuss Truck Group Inc	7,728.49
R&B	3/4/2022	Reedsburg Hardware Co.	2,249.66
R&B	3/18/2022	SEH INC	2,835.02
R&B	3/4/2022	Wideth Smith Nolting & Assoc Inc	3,137.50
R&B	3/11/2022	Zahl Petroleum	3,520.70
COVID	3/18/2022	HOMETOWN FIBER LLC	24,389.00
COVID	3/25/2022	MN COUNTIES COMPUTER COOP	47,094.52
SEPTIC FIXUP	3/18/2022	JONES CONSTRUCTION SERVICES INC	5,000.00
SEPTIC FIXUP	3/18/2022	Town Of Pokegama	4,100.00
CIP	3/25/2022	CENTRAL ROOFING COMPANY	103,851.00
ELECTIONS	3/25/2022	MN COUNTIES COMPUTER COOP	96,738.48
SELF INSURANCE	3/4/2022	UNITEDHEALTH GROUP - VOID	108,856.42
SELF INSURANCE	3/11/2022	UNITEDHEALTH GROUP - VOID	169,205.44
SELF INSURANCE	3/18/2022	UNITEDHEALTH GROUP - VOID	94,584.32
SELF INSURANCE	3/25/2022	UNITEDHEALTH GROUP - VOID	18,667.94
GROUP HEALTH	3/18/2022	BLUE CROSS & BLUE SHIELD OF MINNESOTA	4,650.50
GROUP HEALTH	3/11/2022	FURTHER	2,805.30
GROUP HEALTH	3/18/2022	FURTHER	2,658.49
GROUP HEALTH	3/25/2022	GUARDIAN	9,300.75
GROUP HEALTH	3/18/2022	MADISON NATIONAL LIFE INS CO INC	4,014.71
GROUP HEALTH	3/4/2022	MEDICAREBLUE RX	5,491.00
GROUP HEALTH	3/25/2022	MEDICAREBLUE RX	5,491.00
GROUP HEALTH	3/11/2022	Mn Life Insurance Company	4,510.90
GROUP HEALTH	3/4/2022	TEAMSTERS JOINT COUNCIL 32	52,530.00
GROUP HEALTH	3/11/2022	TEAMSTERS JOINT COUNCIL 32	4,365.00
GROUP HEALTH	3/25/2022	TEAMSTERS JOINT COUNCIL 32	56,895.00

TOTAL: 1,394,038.11

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: March 2022

Vendor#: 2136 Employee#: 2

Date	Per Diem	Meals	Lodging	Parking	Other	Purpose and description of expense	Account #
3/1/2022	\$100					County Board Meeting - Pine City	01-005-6111
3/15/2022	\$100					County Board Meeting - Sandstone	01-005-6111
3/10/2022	\$100					Cmcoa council on	
3/11/2022	\$100					Cmjts workforce	
3/21/2022	\$100					Lakes and pines	
3/23/2022	\$100					County education collaborative Thanks \$100	
24-Mar	\$100					ECB. Northeast radio board	
3/25/2022	\$100					4-H mn extension	
3/26/2022	\$100					Township officers meeting	
3/28/2022	\$100					City of sandstone / police agreement	

MILEAGE EXPENSES

Date	Beginning Odometer	Ending Odometer	Total Miles	Mileage Rate	Amount Paid	Destination and purpose of expense	Account #
3/1/2022			0	\$0.585	\$0.00	County Board Meeting - Pine City	01-005-6334
3/15/2022			52	\$0.585	\$30.42	County Board Meeting - Sandstone	01-005-6334
3/23/2022			52	\$0.585	\$30.42	School collaborative sandstone	01-005-6334
3/28/2022			52	\$0.585	\$30.42	City of sandstone police contract / npgc	01-005-6334
				TOTAL:	\$91.26		

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.

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

Stefan Hahn

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 **March 2022**

[illegible]

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

[illegible]

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: March 2022

Page 1

Vendor#: 30301 Employee#: 155

Date	Per Diem	Meals	Lodging	Parking	Other	Purpose and description of expense	Account #
03.01.22	\$100					County Board	01-005-6111
03.02.22	\$100					Legislative Conference	01-005-6111
03.03.22	\$100					Legislative Conference	01-005-6111
03.09.22	\$100					NACCo	01-005-6111
03.10.22	\$100					SCHSAC	01-005-6111
03.14.22	\$100					Library	01-005-6111
03.15.22	\$100					County Board	01-005-6111
03.16.22	\$100					Shoreland Restiration Zoom & T&T NACCo	01-005-6111
03.23.22	\$100					School District	01-005-6111
03.25.22	\$100					Hwy 23	01-005-6111
03.26.22	\$100					TWP Assoc Meeting	01-005-6111

03.29.22

Date	Beginning Odometer	Ending Odometer	Total Miles	Mileage Rate	Amount Paid	Destination and purpose of expense	Account #
03.01.22			28.7	\$0.585	\$16.79	Board - Pine City	01-005-6334
03.02.03			166.1	\$0.585	\$97.17	legislative Conference 3-2 through 3-3	01-005-6334
03.15.22			25.7	\$0.585	\$15.03	Board - Sandstone	01-005-6334
03.23.22			25.7	\$0.585	\$15.03	School Districts - Sandstone	01-005-6334
03.25.22			162.5	\$0.585	\$95.06	Hwy 23 - St. Cloud	01-005-6334
03.28.22			44.9	\$0.585	\$26.27	Snake River Watershed - Mora	01-005-6334
03.30.22			209.1	\$0.585	\$122.32	Leadership Conference - Nisswa - 3-30 through 4-1	01-005-6334
					\$387.68		

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: March 2022 Page 2

Vendor#: 30301 Employee#: 155

Date	Per Diem	Meals	Lodging	Parking	Other	Purpose and description of expense	Account #
3.28.22	\$100					Snake River	01-005-6111
3.29.22	\$100					NACC0 T&T Affordable Connectivity Program	01-005-6111
3.30.22	\$100					AMC Leadership Conference	01-005-6111
3.31.22	\$100					AMC Leadership Conference	01-005-6111
3.02.22				24.00		Parking - Legislative Conference	
3.30 - 3.31			339.56			Lodging for Leadership Conference	


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

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: March 2022

Vendor#: 31317 Employee#: 5

Date	Per Diem	Meals	Lodging	Parking	Other	Purpose and description of expense	Account #
3/1/2022	\$100					County Board Meeting - Pine City	01-005-6111
3/15/2022	\$100					County Board Meeting - Sandstone	01-005-6111
3-7-2022	100					PERSONELL COMMITTEE - VIRTUAL	
3-10-2022	100					KETTLE RIVER / ST. CROIX IWIP - MEETING	
3-23-2022	100					HRA/EDA BOARD MEETING	
3-25-2022	100					CENTRAL MN EMS - MEETING	
3-28-2022	100					MEETING W CITY SANDSTONE L.E. CONTRACT	

MILEAGE EXPENSES

Date	Beginning Odometer	Ending Odometer	Total Miles	Mileage Rate	Amount Paid	Destination and purpose of expense	Account #
3/1/2022			44	\$0.585	\$25.74	County Board Meeting - Pine City	01-005-6334
3/15/2022				\$0.585	\$0.00	County Board Meeting - Sandstone	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: 04-19-22



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐

Personnel Committee



Other _____

Agenda Item: Sheriff's Office "as needed" Law Enforcement contract with Windemere Township

Department: Sheriff's Office

Department Head signature

Background information on Item:

The Sheriff's Office needs an agreement to enforce township ordinance violations. Windemere township would like the Sheriff's Office to assist with ordinance enforcement. The contract would allow for ordinance enforcement and billing for time on ordinance enforcement on an as needed basis.

Action Requested:

Approve and sign agreement.

Financial Impact:

Positive as it allows for billing of time.

2022-2023
PINE COUNTY
AND
WINDEMERE TOWNSHIP
AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, by the Pine County Sheriff, hereinafter referred to as the “Sheriff” and approved by the County of Pine, a Minnesota political subdivision, hereinafter referred to as the “County Board” and the Windemere Township, hereinafter referred to as the “Township”.

WITNESSETH

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

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

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

1. **Services to be provided.** The Sheriff and County Board agree to provide law enforcement services for the Township, within the corporate limits of the Township, from January 1st, 2022 through December 31st, 2023. The law enforcement services shall be provided to the Township on an “as needed” basis and said services shall only be provided upon the request of the Township Board via the Township Board Zoning Supervisor. The County Sheriff’s Office shall investigate all violations of state law and Township ordinance violations within the Township except for ordinance violations that the Township Zoning Administrator is investigating and has not requested a criminal investigation. The law enforcement services provided by the County Sheriff’s Office to the Township shall be comparable to the level and delivery of services provided elsewhere in the County by its Sheriff’s Office.
2. **Administrative Responsibility.** All decisions concerning the implementation and performance of law enforcement service, including the disciplining of deputies, shall remain with the Sheriff’s Office. If the County Sheriff is unable to comply with the Township’s request concerning the assignment of a deputy, he shall explain the reasons to the Township Board.

3. **Township's Responsibilities.** In order to provide satisfactory law enforcement services to the Township, the County Sheriff's Office shall have the full and complete cooperation from the Township and its officials, agents and employees.
4. **Information to be provided to the Township.** The County Sheriff's Office shall supply the Township Board a summary of the deputies' activities for all law enforcement services that were requested by the Township and provided by the County Sheriff's Office to the Township during the past month with the billing statement. This information must contain sufficient detail so that the Township can understand the nature of the investigations or calls the deputies performed each month.
5. **Dispute Resolution.** The Township Board Zoning Supervisor shall act as liaison between the Township and the Sheriff with respect to this Agreement. The Township and the Sheriff should attempt to resolve all problems related to the law enforcement services on the basis of mutual interest and understanding. If the Township has concerns about a particular investigation or performance of the deputy, the Township Board Zoning Supervisor shall report the concerns directly to the Chief Deputy. If the Township Board Zoning Supervisor does not receive a satisfactory response from the Chief Deputy, the Township Board Zoning Supervisor shall report the concerns to the County Sheriff. In either event, the Township Board Zoning Supervisor shall report the Chief Deputy or Sheriff's responses to the Township's questions or concerns to the Township Board. The Chief Deputy or Sheriff shall attend Township Board meetings, as requested for the purpose of addressing any concerns or questions of the Township Board.
6. **Payment.** The Township has requested and the County Sheriff's Office has agreed to provide law enforcement services, as outlined above in paragraph 1, to the Township during the term of this Agreement. In consideration for the law enforcement services being provided by the County Sheriff's Office to the Township, the County Sheriff's Office shall bill the Township an hourly basis for services provided. The hourly rate for the law enforcement services shall be billed in half hour increments. The County Sheriff's Office will submit its itemized billing statement and summary of activity within 30 days of providing requested services to the Township for payment. Payment shall be made to the County and is due 30 days from the date of statement.
7. **Terms of this Agreement; Renewal.** The term of this Agreement shall be from January 1st, 2022 through December 31st, 2023 and shall automatically renew for additional one-year terms. The County Sheriff's Office shall notify the Township by August 1st of each year the hourly rate for the law enforcement services for the following year. The Township Board Zoning Supervisor shall be designated by the Township Board to meet with the County Sheriff to discuss any concerns or changes

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

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

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

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

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

County of Pine

By: _____
Stephen M. Hallan, Board Chair
Dated: April 19, 2022

By: _____
David J. Minke, County Administrator
Dated: April 19, 2022

By: _____
Windemere Township Board Chair

By: _____
Windemere Township Clerk



AGENDA REQUEST FORM

Date of Meeting: April 19, 2022

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

Agenda Item: County Zoning Ordinance Amendment (2022-16)

Public Hearing

Department: Planning & Zoning

Caleb Anderson
Department Head signature

Background information on Item:

On March 9, 2022, the Pine Lake Township Board passed a resolution opting-in to the County Zoning Ordinance thereby rescinding their Township Land Use Zoning Ordinance. The Pine County Zoning Board has recommended amendment of the Pine County Zoning Ordinance section 1.4.4 to include Pine Lake Township, as described in Pine County Ordinance 2022-16. Further, Ordinance 2022-16 rescinds all Pine Lake Township ordinances and amendments thereto, governing land use and zoning on behalf of the Pine Lake Township Board of Supervisors.

Ordinance 2022-16 also amends the Pine County Subsurface Sewage Treatment Systems Ordinance to provide that Recreational Vehicles used as principal dwellings must have facilities for sewage management that comply with the ordinance.

Action Requested:

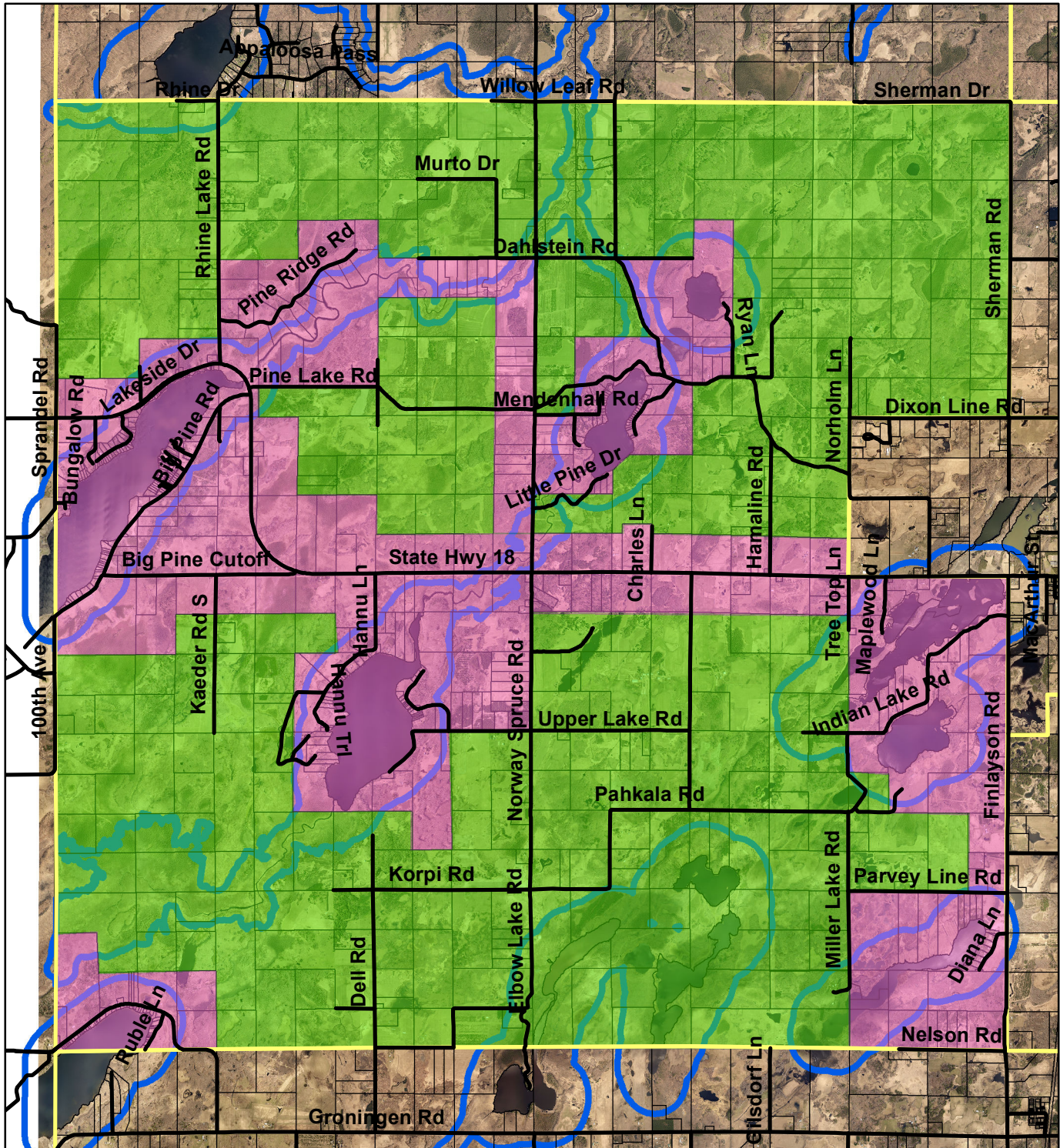
- 1.) Presentation of the ordinance
- 2.) County Board questions and discussion
- 3.) Open Public Hearing and take public testimony
- 4.) Close Public Hearing
- 5.) County Board additional discussion if necessary
- 6.) Consider adoption of the Pine County Ordinance 2022-16 amending the Pine County Zoning Ordinance and rescinding all existing land use and zoning ordinances and amendments thereto adopted by Pine Lake Township, also amending the Pine County Subsurface Sewage Treatment Systems Ordinance.

Financial Impact:

Administration costs to be offset by permit fees within the Planning and Zoning Department.

Pine Lake Twp DRAFT County Zoning Map

REVISED 01/18/2022



Legend

PineLakeA

District

- Agriculture 4
- Rural Residential 10
- Parcels
- RoadCenterlines
- Shorelands

PINE COUNTY ORDINANCE 2022-16

An Ordinance on behalf of the Pine County Board of Commissioners and Pine Lake Township, both in Minnesota, also amending the Pine County Subsurface Sewage Treatment Systems Ordinance

Section 1. The Board of Commissioners of Pine County, Minnesota, hereby ordains that the County Zoning Ordinance shall be amended as follows:

Section 1.4.4 shall read:

1.4.4 Townships and Cities that have Opted in

- A. Nickerson Township, adopted 01/21/2020
- B. City of Kerrick, adopted 01/21/2020
- C. City of Denham, adopted 01/21/2020
- D. New Dosey Township, adopted 03/17/2020
- E. Kerrick Township, adopted 11/03/2020
- F. Pine Lake Township, adopted 04/19/2022**

Section 2. The County Zoning Map is hereby amended, including all property within Pine Lake Township and is filed with the County Zoning Administrator.

Section 3. Any ordinance or amendment to an ordinance recorded as of this date, regulating land use or zoning in Pine Lake Township is hereby repealed in its entirety.

Section 4. Section 4.06.01 of the Pine County Subsurface Sewage Treatment Systems Ordinance, shall read:

4.06.01

Occupancy or Use of a Building Without a Compliant SSTS It is unlawful for any person to maintain, occupy, or use any building intended for habitation that has a powered well directly connected to the building unless it has a SSTS that disposes of wastewater in a manner that complies with the provisions of this Ordinance. If such building does not have a powered well directly connected to it, it must at minimum have a composting toilet or privy that complies with the provisions of this Ordinance.

- A. Recreational Vehicles, regardless of the time of their establishment on a property, shall be treated as buildings, and subject to the provisions of this ordinance when any of the following conditions occur:
 - i. The Recreational Vehicle is being used for more than occasional or semi-permanent use.
 - ii. The property utilizing the recreational vehicle receives mail at the property, but the property does not have a principal dwelling other than the Recreational Vehicle.
 - iii. The Recreational Vehicle is serving as the principal dwelling on the property and does not have current license tabs.
- B. Recreational vehicles meeting the criteria of Article 4.06.01A that do not have a septic system, compliant privy, or composting toilet may utilize the following option:
 - i. Installation and maintenance of a rented or owned porta-john unit. The owner or renter of the porta-john must have a valid pumping contract and must maintain receipts of pumping.
 - ii. Receipts referenced in this Section are subject to review by the County upon complaint or request.

Section 5. This Ordinance is in effect on April 19, 2022 or the day following publication, whichever occurs later.

Passed and approved this 19th Day of April, 2022 by the Pine County Board of Commissioners.

Stephen M. Hallan, Chair
Pine County Board of Commissioners

ATTEST:

David J. Minke
Pine County Administrator

Notice of Public Hearing Published: 04/07/2022
Public Hearing: 04/19/2022
Adopted by County Board: 04/19/2022
Publication of Ordinance: 04/28/2022
Filed with County Recorder: 04/29/2022
Effective Date: 04/29/2022

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

**Pine County Facilities Committee Minutes
Wednesday, April 6, 2022, 9:00 a.m.
1610 Building
1610 Hwy. 23 North
Sandstone, Minnesota**

Members:

Commissioner J.J. Waldhalm
Commissioner Matt Ludwig

Members Present: Commissioner Waldhalm, Commissioner Ludwig

Others Present: Ryan Findell, IT Manager; Jeff Nelson, County Sheriff; Pete Umbreit, Building Maintenance Supervisor; Mark LeBrun, County Engineer; Jodi Blesener, Child Support Supervisor; Denise Anderson, Sheriff's Office Supervisor; and David Minke, County Administrator.

1. Commissioner Waldhalm called the meeting to order at 9:00 a.m.
2. There were no changes to the agenda.
3. **Motion** by Commissioner Ludwig to approve the February 15, 2022 Minutes. Second by Commissioner Waldhalm. Motion carried 2-0.
4. Pete Umbreit provided updates on the following projects:
 - Jail lights. There are 21 lights in each main housing unit that will be switched over to LED lights. The cost is estimated at \$4,000 per unit / \$12,000 total. The project will need to change out the ballasts. Consideration will be made to coordinate this project with other contemplated improvements or to proceed as a separate project. Funding will be from the jail budget if funds are available, otherwise from the building fund.

J.J. asked about potential rebates. Pete noted we just received a \$3,500 rebate on relighting the Hinckley shop and rebates will be explored for the jail project.

- Courthouse Conference Room. Pete noted the door has shipped to the supplier. Once the materials are on site, it should only take a few days to construct.
- Courthouse Lactation Room. Years ago a bathroom in the Extension area was repurposed to a lactation room for the courthouse. With HHS moving back to the courthouse, the space is now occupied by public health and the room should be permanently remodeled to provide the lactation space. Pete is working to develop a plan and get cost estimates.
- Willow River HHW Building. Bid opening is planned for May 12. Bid will include price options for holding tank and drain field, along with a well. Funding will come from

the 2020A CIP Bond and an MPCA Grant. If desired, the committee can schedule a special meeting Friday, May 13 or Monday, May 16 to review the bids.

- Material Storage at Courthouse. The county has agreed to allow CBS Construction Services (General Contractor on the Timber Pines project across from the courthouse) to store materials on county property south of the south entrance to the courthouse. The contractor will pay \$1,500 per month.

Pete noted the sign at the courthouse is starting to degrade and will need repairs or replacement in the future. Pete will monitor and report back as necessary.

5. 1610 Building Tour

The group toured the 1610 building and impound lot. The 1610 building houses the Soil and Water Conservation District, Zoning, Land, and a sheriff's substation. The building is adequate, but not ideal for its current uses. The committee discussed possible upgrades including adding walls and a door near the sheriff's reception area to control sound.

The group discussed the impound lot. It may be possible to complete additional grading at the site which would improve drainage and long-term consider re-graveling and/or paving the lot.

With no further business the meeting adjourned.

The next meeting is scheduled for June 1, 2022 at 9:00 a.m.

PINE COUNTY PERSONNEL COMMITTEE
April 11, 2022 – 2:00 p.m.
Board Room, Pine City Courthouse and Zoom Meeting
Pine City, Minnesota

Members present: Commissioner Josh Mohr and Commissioner Steve Hallan (alternate).

Members absent: Matt Ludwig absent-excused.

Others present: County Administrator David Minke, Human Resources Manager Jackie Koivisto, Health and Human Services Director Becky Foss, Jail Administrator Rodney Williamson, County Auditor-Treasurer Kelly Schroeder, Human Resources Generalist Jen Frederickson.

1. Commissioner Mohr called the meeting to order at 2:00 p.m.
2. **Motion** by Commissioner Hallan to approve the Minutes of the March 7, 2022, Personnel Committee meeting. Second by Commissioner Mohr. Motion carried 2-0.
3. **Motion** by Commissioner Mohr to approve the April 11, 2022 agenda. Second by Commissioner Hallan. Motion carried 2-0.
4. Health and Human Services
 - a. Health and Humans Services Director Becky Foss requested authorization to hire a Child Protective Services (CPS) Social Worker and to backfill subsequent vacancies that may occur due to internal promotion or lateral transfer. The position has been intentionally left open since March 2020. It was added to the 2022 HHS budget with a targeted hire date of July 1, 2022. However, a current CPS Social Worker will be beginning a leave of absence on May 31, 2022, and hiring prior to that date will allow for training time and ensure a smooth transition without interruption in services. The position is a Grade 10 with a minimum starting wage of \$25.88/hour.

Motion by Commissioner Hallan to recommend hiring a CPS Social Worker and to backfill subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 10 with a minimum starting wage of \$25.88/hour. Second by Commissioner Mohr. Motion carried 2-0.
5. Auditor / Treasurer
 - a. County Auditor – Treasurer Kelly Schroeder requested authorization to hire a staff Property Appraiser with targeted hire date of June 1, 2022, and to backfill any subsequent vacancies that may occur due to internal promotion or lateral transfer. Several local assessors have retired and/or resigned resulting in additional jurisdictions contracting with the county. The position will help with the increased workload and ensure equalized and fair assessments. The position is a Grade 8 with a minimum starting wage of \$23.03/hour and is contained in the 2022 Assessor’s budget beginning June 1, 2022.

Motion by Commissioner Hallan to recommend hiring a staff Property Appraiser with a targeted hire date of June 1, 2022, and to backfill any subsequent vacancies that may occur due to internal promotion or lateral transfer. Second by Commissioner Mohr. Motion carried 2-0.

6. Sheriff's Office – Corrections

- a. Jail Administrator Rodney Williamson announced the resignation of the following Corrections Officers and requested approval to backfill the positions and subsequent vacancies that may occur due to internal promotion or lateral transfer. The positions are Grade 7 with a minimum starting wage of \$21.77/hour and are contained in the 2022 Corrections budget.

- Shaun Mitchell (part-time), effective March 23, 2022
- Joel Long, effective April 30, 2022
- Hunter Greicar (part-time), effective April 1, 2022

Motion by Commissioner Hallan to acknowledge the resignation of Corrections Officers Shaun Mitchell (part-time, effective March 23, 2022), Joel Long (effective April 30, 2022), and Hunter Greicar (part-time, effective April 1, 2022), and to approve backfill of the positions and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The positions are Grade 7 with a minimum starting wage of \$21.77/hour and are contained in the 2022 Corrections budget. Second by Commissioner Mohr. Motion carried 2-0.

7. Insurance Update

The next Insurance Committee meeting will be held on April 18, 2022.

8. Employee Engagement and Recognition

April is National County Government Month. AMC has requested Governor Walz proclaim April 26, 2022, as County Government Appreciation Day. A similar resolution will be presented to the county board at the April 19, 2022 board meeting.

9. Personnel Policy Updates

After reviewing, it was the consensus of the Personnel Committee to recommend the draft of Temporary Personnel Policy 2022-1, Employee Referral Bonus Program, to the full board on April 19, 2022.

10. With no further business, the meeting was adjourned at 2:58 p.m.

DRAFT

Temporary Personnel Policy 2022-1 Employee Referral Bonus Program

Purpose: The purpose of this policy is to increase the number of qualified applicants for jobs with Pine County by paying an incentive reward to current employees who bring new talent to Pine County by referring applicants who are subsequently selected and successfully employed in hard-to-fill positions.

We believe our employees are often our best recruiters and should receive recognition for their efforts and commitment to our mission, values and culture.

Guidelines:

Applicant – Applicants are persons not currently or previously employed by Pine County.

Referring Employee – All employees are eligible to receive a referral bonus except for:

- County elected officials
- The county administrator
- Human resources employees
- Department heads of the hiring department
- Managers/supervisors or other persons associated with the recruitment and hiring of the candidate
- Family members and other relationships as defined by the current nepotism policy 3.18 of the county policies and procedures guide

Eligible Positions

Positions eligible for this program must be determined by the county administrator as “hard-to-fill”.

As part of the request to recruit for a vacant position, the department head may request the position be determined “hard to fill” by submitting the request in writing to the HR Manager. The HR manager shall review the request and make a recommendation to the county administrator. Factors to consider include:

- How critical the position is to the County’s operation and mission;
- The success of recent efforts to recruit candidates and retain employees in like positions;
- The availability in the labor market of well-qualified candidates for employment;
- Recent turnover in the position or similar positions;
- Special qualifications needed for the position;
- Other unique factors that demonstrate potential difficulties in filling the position.

If the position is determined to be eligible for the referral bonus, internal notices for the recruitment will include that information.

Referral Bonus Amount

- The total Employee Referral Bonus payable per recruitment shall be \$1,000 and will be paid as follows:
- It will be awarded to the employee responsible for the referral and subsequent hiring. \$500.00 is payable upon hire (first day of employment) and the remaining \$500 is payable after 6 months of employment; or in the case of Sheriff's office employees (Corrections Officers and Deputies), at the successful completion of Field Training and satisfactory training performance review.
- An employee may receive up to three referral bonuses in any calendar year.
- Recruitment bonuses are taxable income.

Referral Bonus Program Administration

- Referral bonuses are awarded at the discretion of management with the County Administrator or designee having final approval authority.
- Funding for the program will be identified by the county board.
- Management will determine when the Referral Bonus Program is in effect.
- HR will provide a form for completion and submission by the applicant and the referring employee to indicate who is making the referral and who is being referred. The form must be submitted prior to review of the applicant begins.
- The referring employee must remain employed and in good standing to receive the bonus.
- The program may be modified at any time at the discretion of the county. Decisions under this program are not subject to the grievance procedure.
- The hiring process will be fair and consistent with the County's policies and procedures, with no bias for or against candidates whose selection might make another employee eligible for a referral bonus.
- Only one employee per applicant may receive the bonus. If multiple employees are listed on the application, only the first employee listed will receive the bonus.
- Current employee transfers to other positions within the county are not eligible under this program.

This policy will be effective: _____

Positions included: _____

**Resolution 2022-24
of the
Pine County Board of Commissioners**

**A Resolution Commending the Commitment and Dedication to
Public Service Excellence of County Staff and Officials by
proclaiming April 26, 2022 as**

County Government Appreciation Day

WHEREAS, Minnesota's 87 counties employ over 36,000 people to provide essential services to all Minnesotans;

WHEREAS, the work county employees do to ensure healthy children, provide public safety, administer elections, maintain roads, and care for families is essential to build vibrant communities; and

WHEREAS, Pine County employs approximately 300 dedicated and talented staff.

NOW, THEREFORE, BE IT RESOLVED the Pine County Board of Commissioners recognizes the commitment and dedication to public service of county staff and officials and proclaims April 26, 2022 County Government Appreciation Day.

Dated this 19th day of April 2022

Stephen M. Hallan, Chair
County Board of Commissioners

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



AGENDA REQUEST FORM

Date of Meeting: April 19, 2022



County Board

☐ Consent Agenda

☒ Regular Agenda

5 mins. ☐

10 mins. ☐

15 mins. ☐

Other ☐



Personnel Committee



Other _____

Agenda Item: National Correctional Officer Week - Proclamation 5187

Department: Sheriff's Office - Jail


Department Head signature

Background information on Item:

In 1984, President Ronald Reagan signed Proclamation 5187 creating "National Correctional Officers' Week." The first full week in May has since been recognized as National Correctional Officers' Week to honor the work of correctional officers and correctional personnel nationwide.

Jails are complex facilities and must provide its inmates with a variety of services, including round-the-clock safety and security, meals, medical and mental health care, clothing and linens, visitation services, mail, programs, telephones, access to attorneys and other service providers. They must also assist with court and other appointments, intake and release and maintaining safety and security for the county and community. It takes a highly trained staff of professionals to complete these tasks that are often performed in an unfriendly or hostile environment. Our correctional officers see all walks of life and work with individuals sometimes when things are at their lowest point in the individual's life.

Pine County Correctional Officers are professional that works 24 hours a day, seven days a week, including weekends and holidays. The Sheriff's Office is proud of the work our Corrections Officers and employees do and would like to recognize them during National Corrections Officer Week.

Action Requested:

Acknowledge and sign resolution recognizing Correctional Officers and Correctional Employees of the Pine County Sheriff's Office - Jail Division

Financial Impact:

None

RESOLUTION 2022-23

**RECOGNIZING CORRECTIONAL OFFICERS AND
CORRECTIONAL EMPLOYEES IN PINE COUNTY**

WHEREAS, the week of May 1, 2022 through May 7, 2022, has been designated as National Correctional Officers' Week; and

WHEREAS, the week is devoted to increasing the public awareness of the excellent job performance by the Pine County correctional officers and jail staff; and

WHEREAS, the Pine County Board of Commissioners is honored to have a group of men and women who are trained professionals and who serve on a daily basis in the county's jail; and

WHEREAS, these professionals serve to provide humane conditions of confinement while ensuring public safety, maintaining facility security, and contributing to offender rehabilitation; and

WHEREAS, the daily management of inmates requires special training, sound judgment, and courage; and

WHEREAS, the correctional officers, employees, and supervisory staff provide essential services and exemplify the highest professional standards by their commitment to protecting the public and the offenders.

NOW, THEREFORE, BE IT RESOLVED that the Pine County Board of Commissioners honor these dedicated professionals who supervise inmates in the Pine County jail and give special recognition to them during National Correctional Officers' Week.

Dated this 19th day of April 2022.

Pine County Board of Commissioners, Chair

Attest:

David J. Minke
County Administrator



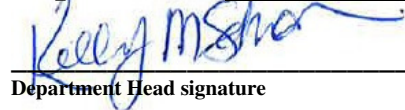
AGENDA REQUEST FORM

Date of Meeting: April 19, 2022

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

Agenda Item: One Watershed, One Plan Updates

Department: Auditor-Treasurer



Department Head signature

Background information on Item:

Pine County has been an active participant in the One Watershed, One Plan (1W1P) processes for the four watersheds in Pine County. Staff have already begun water monitoring activities of Rock Lake under the Lower St. Croix 1W1P, the County is the Fiscal Agent for the Kettle River 1W1P and has received \$97,217 of preliminary funding for the planning process and will soon be undertaking a septic assessment program on Net Lake under the Nemadji 1W1P.

The Net Lake program will provide education to property owners regarding compliant septic system importance for public health and water quality, provide information on the financial options for septic system replacements, and provide free onsite septic system assessments - if the property owner chooses. It is important to note that these assessments are not compliance inspections; therefore if the system is non-compliant, as long as the system is not an imminent health threat (sewage surfacing), there will be no requirement to upgrade. However, if a property owner with a system over 10 years old chooses, a full compliance inspection will be conducted under the grant at no charge to the property owner.

Given the funding that will be tied to these activities, it is necessary for the county to separately track expenses and carry separate fund balances for these grants/activities from the unassigned general fund balances.

Action Requested:

Acknowledge septic assessment program on Net Lake and consider committing accounts as follows:

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

Financial Impact:

All grant activities will be paid by the grant. Staff time under these grants will also be reimbursed, thus reducing the need for property tax levy dollars.



AGENDA REQUEST FORM

Date of Meeting: April 19, 2022



County Board



Consent Agenda



Regular Agenda

5 mins. x 10 mins. ___ 15 mins. ___ Other ___



Other _____

Agenda Item: Kettle/Upper St. Croix Watershed One Watershed One Plan Consultant Contract

Department: Planning & Zoning

Caleb Anderson

Department Head signature

Background information on Item:

On August 26, 2021, Pine County and its local partners were awarded a Clean Water Grant to create a Comprehensive Watershed Management Plan for the Kettle and Upper St. Croix watersheds, under the Minnesota Board of Water and Soil Resource's (BWSR) One Watershed One Plan (1W1P) program.

Since that time staff Pine County, serving as fiscal agent for the grant, has executed contracts with BWSR to receive the state funds, Pine SWCD to serve as Project Coordinator, and Carlton SWCD to serve as primary Plan Writer.

The watershed partnership released a Request for Qualifications in January 2022 soliciting professional services for: meeting facilitation, watershed modeling, plan templates, and graphic design. Only one submittal was received, which was from Houston Engineering Incorporated.

Action Requested:

Consider authorizing County Board Chair and County Administrator to sign a contract with Houston Engineering Inc. for professional services to the Kettle/Upper St. Croix Watershed One Watershed One Plan.

Financial Impact:

A contract compensated at up to \$84,100 has been negotiated, which is within the project budget of the state grant contract. No local levy funds will be spent on this contract.



Houston Engineering, Inc.
7550 Meridian Circle North
Suite 120
Maple Grove, MN 55369
P: (763) 493-4522 | F: (763) 493-5572

CLIENT/OWNER SERVICES AGREEMENT

PROJECT NAME: Kettle River and Upper St. Croix One Watershed, One Plan
HOUSTON JOB NO.: 8947-0003 HOUSTON PROJ. MGR.: Rachel Olm
CLIENT/OWNER NAME: Pine County
CLIENT/OWNER ADDRESS: 1610 MN-23, Sandstone, MN 55072
CLIENT/OWNER PHONE NO.: 320-591-1657 CLIENT/OWNER CONTACT: Caleb Anderson

This Client/Owner Services Agreement ("Agreement") is made and entered into effective as of this 12th day of April, 2022, by and between **HOUSTON ENGINEERING, INC.** ("Houston") and Pine County ("Client").

Recitals

- A. Client has requested Houston to perform certain professional services in connection with a project generally referred to as Kettle River and Upper St. Croix One Watershed, One Plan ("Project").
- B. Houston desires to provide the professional services requested by Client in accordance with this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Houston and Client agree as follows:

1. Services. Houston shall perform the services set forth in Attachment A ("Services") in accordance with the terms and conditions of this Agreement.

2. Term of Agreement. This Agreement shall commence on the date first stated above, and Houston is authorized to commence performance of the Services as of that date. This Agreement shall terminate on the 29th day of February, 2024, or upon the Minnesota Board of Water and Soil Resource's approval of the plan, whichever occurs later, unless terminated earlier pursuant to the terms and conditions of this Agreement.

3. Attachments. The Attachments below, which have been marked for inclusion, are hereby specifically incorporated into and made a part of this Agreement:

- ☒ ATTACHMENT A - SERVICES (Houston assumes no responsibility to perform any services not specifically listed.)
☒ ATTACHMENT B - GENERAL TERMS AND CONDITIONS
☒ ATTACHMENT C - 2022 FEE SCHEDULE
☐ ATTACHMENT D - _____
☐ FEE SCHEDULE - DATED _____.
☐ ALTA/NSPS LAND TITLE SURVEY RIDER

4. Compensation.

\$ _____ Lump Sum Fee - Based on the Services defined herein
\$ 84,100 Estimated Fee - Client invoiced on an hourly basis commensurate with the attached Fee Schedule
\$ _____ Percentage of Estimated Construction Cost
\$ _____ Other - _____

5. Service Directives and Satisfaction. Service under this contract shall be under the direction and performed to the satisfaction of Carlton Soil and Water Conservation District, who will be serving the role of primary Plan Writer, and Pine County, who will be serving the role of Fiscal Agent for the project.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written:

CLIENT/OWNER

HOUSTON ENGINEERING, INC.

BY: _____
AUTHORIZED REPRESENTATIVE

BY: _____
AUTHORIZED REPRESENTATIVE

TITLE: Stephen M. Hallan, Chair

TITLE: Office Manager, Principal

PLEASE SIGN AND RETURN ONE COPY TO HOUSTON AT THE ADDRESS ABOVE

David J. Minke, County Administrator

Date: April 19, 2022

ATTACHMENT A: SCOPE OF SERVICES

This document describes the Scope of Services to be performed by Houston Engineering, Inc (HEI) for Pine County ("Client") for the Kettle River and Upper St. Croix One Watershed, One Plan. These services are governed by the General Terms and Conditions in **Attachment B** as described in the client owner services agreement.

Phase 1: Plan Facilitation Services

As plan facilitators, HEI will prepare presentations and facilitate committee meetings to foster development of a comprehensive plan. Meeting content will be prepared and tailored to each meeting and meeting participants. Meeting materials will be distributed in advance of scheduled meeting to allow time for Partnership to review.

Our Scope of Services includes one staff member facilitating 13 in-person meetings, assumed 3 hours long each, in Sandstone, MN.

Our Scope of Services does not include any participation in virtual conference calls. However, our Scope of Services includes a per meeting cost for in-person and virtual conference calls, both assumed 3 hours long each. At the discretion of the plan partners, any meeting can be adjusted to an alternative level of effort, and our team can also be contracted for additional meetings if deemed necessary.

HEI Deliverable:

- 13 in-person meetings (\$2,300 / meeting)
- Zero conference calls (\$1,200 / conference call)

Client Assumptions:

- Client will print all meeting materials needed
- Client will coordinate all virtual and in-person meetings, including the Public Kickoff and Public Hearing (scheduling, coordinating, and arranging venue)

Phase 2: Plan Formatting and Writing

HEI understands that the Carlton Soil and Water Conservation District ("Plan Writer") will be leading the Plan writing effort and develop maps for the Plan. HEI Phase 2 is included in this Scope of Services to provide the Partnership with a support mechanism to aide in this effort.

TASK 2.1: KICKOFF AND PROJECT MANAGEMENT

During this task, HEI will lead a kick-off call with the Plan Writer to discuss upcoming tasks associated with the Project. HEI will also review and provide input on a survey developed by the Plan Writer to support the Public Kickoff event. HEI will draft a logo and style guide for use by the Plan Writer for all plan sections, and a meeting summary template for use in summarizing all planning meetings throughout the Project.

HEI Deliverable:

- Draft style guide and logo, with one revision
- Provide comments and recommendations on the Survey content
- Draft Meeting Summary template, with one revision

Client Assumptions:

- Plan Writer drafts content for all Meeting Summary documents
- Plan Writer drafts Survey

- Plan Writer provides all materials for publicizing Public Kickoff
- Partnership plans (location, time) and provides all materials for Public Kickoff event (agendas, sign-in, supporting materials)

TASK 2.2: IDENTIFY AND PRIORITIZE ISSUES

During this task, HEI will review and advise on draft issue statements. HEI will also review and advise on the draft Land and Water Resources Narrative and Plan Issues sections.

HEI will review and provide recommendations on maps that are created by the Plan Writer to geographically prioritize locations for each plan issue.

HEI Deliverable:

- Marked up Word document of draft issue statements
- Marked up Word document of Plan Section: *Land and Water Resources Narrative*
- Marked up Word document of Plan Section: *Issues*

Client Assumptions:

- Plan Writer drafts and revises issue statements
- Plan Writer drafts and revises Plan Section: *Land and Water Resources Narrative*, with supporting maps
- Plan Writer drafts and revises Plan Section: *Issues*, with supporting maps

TASK 2.3: ESTABLISH GOALS AND TARGET AREAS

HEI will advise on measurable goals developed by the Plan Writer and Partnership. HEI will provide technical modeling assistance (see **Phase 3**) to recommend measurable goals that can be informed by the HSPF-SAM implementation scenario (e.g. nutrient and sediment loading).

HEI Deliverable:

- Marked up Word document of measurable goals for each priority issue
- Marked up Word document of Plan Section: *Measurable Goals*

Client Assumptions:

- Plan Writer or Partnership drafts measurable goals for each priority issue
- Plan Writer drafts and revises Plan Section: *Measurable Goals*, with supporting maps

TASK 2.4: IMPLEMENTATION PROGRAMS

HEI will provide the Partnership with an excel spreadsheet which can be used to develop a summary of existing local budgets for each entity. HEI will also draft a template of the targeted implementation schedule that meets BWSR Plan Content Requirements (Version 2.1) and reflects feedback from the Partnership received at planning meetings.

HEI will draft maps of the watershed that reflect the HSPF-SAM implementation scenario for use in the plan section. HEI will also review and advise on the draft Plan Sections: Targeted Implementation and Implementation Programs.

HEI Deliverable:

- Spreadsheet to understand local funds
- Template targeted implementation schedule for use in Partnership planning meeting(s)
- Draft HSPF-SAM implementation scenario maps with one revision
- Marked up Word document of Plan Section: *Targeted Implementation*
- Marked up Word document of Plan Section: *Implementation Programs*

Client Assumptions:

- Partnership completes spreadsheet of local funding to arrive at baseline plan budget
- Partnership completes targeted implementation schedule content in planning meeting(s)
- Plan Writer drafts and revises Plan Section: *Targeted Implementation* with supporting maps (excluding HSPF-SAM implementation scenario maps)
- Plan Writer drafts and revises Plan Section: *Implementation Programs*, with supporting maps

TASK 2.5: PLAN ADMINISTRATION / COORDINATION

HEI will provide a template Plan Section: *Plan Administration and Coordination* from a previous planning effort.

HEI Deliverable:

- Template plan section *Plan Administration and Coordination*
- Marked up Word document of Plan Section: *Plan Administration and Coordination*

Client Assumptions:

- Plan Writer drafts and revises Plan Section: *Plan Administration and Coordination*

TASK 2.6: DRAFT PLAN

For every draft Plan Section within the Project, HEI will provide formatting and communication review assistance to the Plan Writer. This will include a review of language and development of graphics to make the plan easy to understand by the user. During this Task, HEI will also review the entire plan before it goes out for formal review and provide comments to the Plan Writer.

HEI Deliverable:

- Revised *Draft Kettle and Upper St. Croix River Comprehensive Watershed Management Plan* for formal review, inclusive of graphics and communications review
- Marked up Word document of *Draft Kettle and Upper St. Croix River Comprehensive Watershed Management Plan* for formal review

Client Assumptions:

- Plan Writer compiles all plan sections, Appendices, and Executive Summary for formal review draft
- Plan Writer makes revisions to document based on HEI's comments
- Plan Writer and Partnership coordinate 60-day formal review

TASK 2.7: WRITE FINAL PLAN

Following the 60-day formal review, HEI will review comments received and resolutions to document. HEI will provide a final set of comments to this document.

HEI Deliverable:

- Marked up Word document of Final Draft *Kettle and Upper St. Croix River Comprehensive Watershed Management Plan* for BWSR approval

Client Assumptions:

- Plan Writer reviews and tabulates comments and resolutions in a Comment Response Table
- Plan Writer makes changes to Plan based on comments and resolutions
- Plan Writer finalizes *Kettle and Upper St. Croix River Comprehensive Watershed Management Plan* for BWSR approval

Phase 3: Modeling

HSPF-SAM

HEI will use the Hydrological Simulation Program FORTRAN Scenario Application Manager (HSPF-SAM) for the entirety of the plan area. This effort includes development of two scenarios, based on a subwatershed scale. Practices modeled will be limited to the management practices that are included in the model. HSPF-SAM only models cropland or developed land, land-use changes, and/or climate change. This effort does not include modeling of conservation benefits associated with water storage. HSPF-SAM is not capable of modeling management practices at a field-scale.

HEI Deliverable:

- Use of HSPF-SAM model for the Kettle River and Upper St. Croix Watershed for purposes of informing conservation practice scenarios for the plan
- HSPF-SAM files of conservation practice scenarios

Client Assumptions:

- Assumes Version 1.2 of HSPF-SAM is available to HEI online, or that any updated model is provided to HEI by MPCA

Schedule

The estimated milestone dates assuming a notice to begin work no later than April 30, 2022, are as follows:

Phase Description	Start Date	Completion Date
Phase 1: Plan Facilitation Services	April 2022	September 2023
Phase 2: Plan Formatting and Writing	April 2022	February 2024
Phase 3: Modeling	May 2022	April 2023

Proposed Budget

Phase	Estimated Cost
Phase 1: Plan Facilitation Services	\$28,300
Phase 2: Plan Formatting and Writing	\$43,800
Phase 3: Modeling	\$12,000
Scope of Services Total	\$84,100

Compensation

HEI will perform the services identified above on a time and materials basis up to an amount of **\$84,100**. HEI shall not exceed this amount for the completion of tasks described within the portion of this Scope of Services titled Professional Services Agreement without prior written approval from the Client. HEI will use the current year's rate schedule, e.g. 2022 rates for work performed in 2022, and 2023 rates for work performed in 2023 (for 2022 rates, see **Attachment C**). HEI reserves the right to move dollars across tasks, while remaining within the total amount identified by this Agreement.

General Terms and Conditions

1. STANDARD OF CARE

Houston shall perform its Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the Project is located.

2. PAYMENT TERMS

Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Client agrees to pay a service charge on all accounts 30 days or most past due at a rate equal to one percent (1%) each month but in no event shall such service charge exceed the maximum amount allowed by law. Acceptance of any payment from Client without accrued service charges shall not be deemed to be a waiver of such service charges by Houston. In the event Client is past due with respect to any invoice Houston may, after giving five (5) days written notice to Client, suspend all services without liability until Client has paid in full all amounts owing Houston on account of services rendered and expenses incurred, including service charges on past due invoices. Payment of invoices is not subject to discount or offset by Client.

3. CHANGES OR DELAYS

If the Project requires conceptual or process development services, such services often are not fully definable in the initial planning. If, as the Project progresses, facts develop that in Houston's judgment dictate a change in the Services to be performed, Houston shall inform Client of such changes and the parties shall negotiate, in good faith, with respect to any change in scope and adjustment to the time of performance and compensation and modify the Agreement accordingly. In the event the parties are unable to reach an agreement, either party may terminate this Agreement without liability by giving fourteen (14) days written notice to the other party. In the event of termination, the final invoice will include all Services and expenses associated with the Project up to the effective date of termination, and will also include equitable adjustment to reimburse Houston for any termination settlement costs incurred relating to commitments that had become firm before termination plus a 10 percent markup on those settlement costs.

4. PAYMENT

Where the method of payment under the Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense, per diem, etc.), the following shall apply: (a) the minimum time segment for charging work is one-quarter hour; (b) labor (hours worked) and expenses will be charged at rates commensurate with the attached fee schedule or, if none is attached, with Houston's current fee schedule (at the time of the work); (c) when applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task, or phase; and (d) invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense. If requested by Client, Houston shall provide supporting documentation at Client's cost, including labor and copying costs.

5. TERMINATION

Either party may terminate this Agreement, in whole or in part, by giving fourteen (14) days written notice to the other party, if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. In such event, and subject to the limitations set forth in this Agreement, the non-defaulting party may pursue its rights and remedies as contemplated by this Agreement and as allowed by law.

6. LIMITATION OF LIABILITY

In no event shall Houston be liable for incidental, indirect or consequential damages of any kind. Houston's maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the greater of \$50,000 or the total compensation received by Houston under this Agreement. The disclaimers and limitations of liability set forth in this Agreement shall apply regardless of any other contrary provision set forth and regardless of the form of action, whether in contract, tort or otherwise. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such. Client hereby releases Houston from any and all liability over and above the limitations set forth in this paragraph.

7. INSURANCE

Houston shall obtain and maintain during the term of this Agreement, at its own expense, workers' compensation insurance and comprehensive general liability insurance in amounts determined by Houston and will, upon request, furnish insurance certificates to Client. The existence of any such insurance shall not increase Houston's liability as limited by paragraph 6 above.

8. HAZARDOUS SUBSTANCES

Client shall furnish or cause to be furnished to Houston all documents and information known by Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, pollutant or hazardous substance, however defined ("Hazardous Substances") at, on or under the Project site. Houston is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of Hazardous Substances found or identified at the Project. Client agrees to bring no claim for fault, negligence, breach of contract, indemnity, or other action against Houston, its principals, employees, agents, and consultants, if such claim in any way would relate to Hazardous Substances in connection with the Project. Client further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Houston, its principals, employees, agents, and consultants from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges for attorneys and court and arbitration costs, arising out of or resulting from the performance of Houston's Services hereunder, or claims brought against Houston by third parties arising from Houston's Services or the services of others and/or work in any way associated with Hazardous Substance activities. This indemnification shall survive termination of this Agreement.

9. INDEMNIFICATION

Client shall indemnify, and hold harmless Houston, together with its officers, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's breach of this Agreement or Client's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. Subject to the limitations set forth in this Agreement, Houston shall indemnify and hold harmless Client, together with its officers, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Houston's breach of this Agreement or Houston's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. The indemnification obligations set forth in this paragraph shall survive termination of this Agreement.

10. WARRANTY

Except as specifically set forth in this Agreement, Houston has not made and does not make any warranties or representations whatsoever, express or implied, as to Services performed or products provided including, without limitation, any warranty or representation as to: (a) the merchantability or fitness or suitability of the Services or products for a particular use or purpose whether or not disclosed to Houston; and (b) delivery of the Services and products free of the rightful claim of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like. Houston does not warrant and will not be liable for any design, material or construction criteria furnished or specified by Client and incorporated into the Services provided hereunder.

11. PROJECT SITE

Client shall furnish such reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by Houston for proper performance of its Services. Houston shall be entitled to rely upon Client provided documents and information in performing the Services required under this Agreement. Houston assumes no responsibility or liability for the accuracy or completeness of any such documents or information. Houston will not direct, supervise, or control the work, means or methods of contractors or their subcontractors in connection with the Project. Houston's Services will not include a review or evaluation of the contractor's or subcontractor's safety measures. The presence of Houston, its employees, agents or subcontractors on a site shall not imply that Houston controls the operations of others nor shall it be construed to be an acceptance by Houston of any responsibility for job-site safety.

12. CONFIDENTIALITY

Houston shall maintain as confidential and not disclose to others without Client's prior consent all information obtained from Client that was not otherwise previously known to Houston or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (a) is published or comes into the public domain through no fault of Houston, (b) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (c) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. Client agrees that Houston may use and publish Client's name and a general description of Houston's services with respect to the Project in describing Houston's experience and qualifications to other clients or potential clients.

13. RE-USE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by Houston (and Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and Houston shall retain ownership thereof, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by Houston for the specific purpose intended will be at Client's sole risk and without liability to Houston or Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Houston to further compensation at rates to be agreed upon by Client and Houston.

14. REMEDIES

Subject to the limitations set forth in this Agreement, in the event any party is in default of this Agreement, the non-defaulting party shall be entitled to pursue all rights and remedies available to it under this Agreement or as allowed by law.

15. PROPRIETARY DATA

The technical and pricing information in connection with the Services provided by Houston is confidential and proprietary and is not to be disclosed or otherwise made available to third parties by Client without the express written consent of Houston.

16. GOVERNING LAW

The validity, construction and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws, without regard to the law as to choice or conflict of law, of the State of North Dakota. Client consents to jurisdiction as to all issues concerning or relating to this Agreement or the Project with the federal or state district courts designated for Cass County, North Dakota.

17. DATA PRACTICES ACT REQUESTS

Houston considers certain information developed during the execution of services as "not public" and "protected" from public disclosure under the various local, state and federal data practices laws. Client shall reimburse Houston for any and all costs and expenses, including attorneys' fees associated with any requests for release of information under any such laws.

18. FORCE MAJURE

Houston shall not be liable for any loss, damage or delay resulting out of its failure to perform hereunder due to causes beyond its reasonable control including, without limitation, acts of nature or the Client, acts of civil or military authority, terrorists threats or attacks, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, transportation embargos, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control of Houston. In the event of any such delay, Houston's performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

19. WAIVER OF JURY

In the interest of expediting any disputes that might arise between Houston and Client, Client hereby waives its rights to a trial by jury of any dispute or claim concerning this Agreement, the Services, the Project and any other documents or agreements contemplated by or executed in connection with this Agreement.

20. NOTICES

Any and all notices, demands or other communications required or desired to be given under this Agreement shall be in writing and shall be validly given or made if personally served; sent by commercial carrier service; or if deposited in the United States Mail, certified or registered, postage prepared, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail or commercial carrier service, such notice shall be conclusively deemed given three (3) days after deposit thereof in the United States Mail or with a commercial carrier service. Notices, demand or other communications required or desired hereunder shall be addressed to the individuals indicated in this Agreement at the addresses indicated in this Agreement. Any party may change its address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above.

21. MISCELLANEOUS

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding the Services. If any provision of this Agreement is determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision. This Agreement, including but not limited to the indemnification provisions, shall survive the completion of the Services under this Agreement and the termination of this Agreement. This Agreement gives no rights or benefits to anyone other than Houston and Client and has no third party beneficiaries except as may be specifically set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and shall not in any way be modified, varied or amended unless in writing signed by the parties. Prior negotiations, writings, quotes, and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement. This Agreement and the rights and duties hereunder may not be assigned by Client, in whole or in part, without Houston's prior written approval. No failure or delay on the part of Houston in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

LABOR RATES

The following is a schedule of hourly rates and charges for services offered by Houston Engineering, Inc. These rates are subject to a modest increase on January 1st of each year (typically no more than 5%).

Category	2022 Rates	Category	2022 Rates	Category	2022 Rates
Engineering Intern	\$104	Technician Intern	\$91	Project Assistant 1	\$74
Engineer 1	126	Technician 1	104	Project Assistant 2	85
Engineer 2	133	Technician 2	111	Project Assistant 3	91
Engineer 3	140	Technician 3	119	Project Assistant 4	95
Engineer 4	146	Technician 4	126	Project Assistant 5	101
Engineer 5	156	Technician 5	133	Project Assistant 6	106
Engineer 6	166	Technician 6	140	Planner 1	\$146
Engineer 7	175	Technician 7	147	Planner 2	160
Engineer 8	184	Technician 8	155	Planner 3	174
Engineer 9	193	Technician 9	162	Planner 4	202
Engineer 10	202	Technician 10	170	Planner 5	212
Engineer 11	211	Technician 11	177	Land Surveyor 1	\$133
Engineer 12	221	GIS Intern	\$64	Land Surveyor 2	152
Engineer 13	230	GIS Analyst 1	99	Land Surveyor 3	168
Scientist 1	\$123	GIS Analyst 2	109	Land Surveyor 4	180
Scientist 2	133	GIS Analyst 3	119	Land Surveyor 5	202
Scientist 3	146	GIS Analyst 4	130	Land Surveyor 6	221
Scientist 4	157	GIS Analyst 5	140	CAD Technician 1	\$91
Scientist 5	167	GIS Analyst 6	150	CAD Technician 2	97
Scientist 6	196	Project Manager 1 – Technology	152	CAD Technician 3	104
Scientist 7	221	Project Manager 2 – Technology	168	CAD Technician 4	111
Hydrogeologist 1	\$133	Project Manager 3 – Technology	196	CAD Technician 5	119
Hydrogeologist 2	147	Software Engineer 1	\$115	CAD Technician 6	126
Hydrogeologist 3	167	Software Engineer 2	129	Drone Pilot	\$141
Hydrogeologist 4	208	Software Engineer 3	139	Drone Visual Observer	56
Hydrogeologist 5	221	Software Engineer 4	149	Landscape Architect 1	\$121
Senior Consultant 1	\$187	Software Engineer 5	160	Landscape Architect 2	131
Senior Consultant 2	233	Software Engineer 6	170	Landscape Architect 3	141
Senior Consultant 3	243	Computer Technician	\$161	Landscape Architect 4	151
Senior Consultant 4	252			Landscape Architect 5	161
Senior Consultant 5	262				

SURVEY CREWS & REIMBURSABLE EXPENSES

Category	2022 Rates	Category	2022 Rates
Survey Crews:		ATV/Snowmobile/ Boat	\$15/hour
1-Person Crew (plus equipment)	\$162/hour	ATV w/Tracks	\$30/hour
2-Person Crew (plus equipment)	\$197/hour	Hydrone RCV	\$50/hour
3-Person Crew (plus equipment)	\$244/hour	Small UAS (Drone)	\$25/hour
4-Person Crew (plus equipment)	\$273/hour	Large UAS (Drone)	\$50/hour
Meals	Actual Cost	Deliveries/Postage/Printing	Actual Cost
Hotel	Actual Cost	Surveying Materials: Lath, Hubs, Pipe, etc.	Actual Cost
Mileage – Vehicles:		Special Equipment and Other Materials Required	Actual Cost
2-Wheel Drive	IRS Standard Mileage Rate	Subconsultants	Actual Cost + 10%
4-Wheel Drive	IRS Standard Mileage Rate + \$.20/Mile		
GPS Equipment	\$25/hour/unit		
Robotic Total Station	\$40/hour		



PINE COUNTY

Administrator's Office

635 Northridge Drive NW
Suite 200
Pine City, MN 55063
1-800-450-7463 Ext. 1620
Fax: 320-591-1628

Commissioners

Steve Hallan – Dist. 1
Josh Mohr – Dist. 2
Terry Lovgren – Dist. 3
J.J. Waldhalm – Dist. 4
Matt Ludwig – Dist. 5

County Administrator

David J. Minke

TO: Pine County Commissioners
FROM: David Minke, County Administrator
DATE: April 19, 2022
SUBJECT: First Quarter 2022 Budget Report

At the end of March, the county's budget is sound for three months, or 25% into the year.

Chart 1 shows revenue and expenditure as a percentage of the budget for the county by the three major funds (General, Health & Human Services, and Road & Bridge) and the total of all funds. As of March 31, all funds are below 25% spent. Total spending through the end of March was \$11,098,199.

Revenues are all below expenditures, except for Road and Bridge. This situation is expected at this point of the year as most county revenues and expenditures are out of sync. These revenues include reimbursements for services which typically lag 30-60 days or are only made once or twice per year such as the property tax settlement or state aid for roads. Through the end of March, total revenue was \$5,999,453.

Chart 2 compares the 2020, 2021, and 2022 revenue in the General Fund by budget department. Only the departments that receive significant program revenue are included. As is evident by the three-year history, revenue can vary over time. The first quarter revenue for Planning and Zoning is above 50%. This spike is caused by the unbudgeted 1W1P grant for \$97,000. The revenue in the Auditor Department is primarily inter-fund/inter-department transfers and are processed during the first quarter.

Chart 3A & 3B

Chart 3A shows the expenditures of the larger departments in the General Fund through the end of the first quarter. All departments are below 25 percent, except for Information Technology (IT), which is due to annual service contracts that are paid at the beginning of the year. Court Security is well underspent because the limited court activity has decreased the need for bailiff support.

Chart 3B uses the same column format to show first quarter 2022 expenditures and adds a line showing the three-year average. As the graph shows, current year spending is in line with the three-year average.

Chart 4 shows the Health and Human Services revenues and expenditures by major division and the fund total. All divisions are below 25% on expenditures and revenues are where expected at the end of the first quarter.

American Rescue Plan Act (ARPA) Funding

Pine County was authorized \$5,745,374 in the American Rescue Plan Act. The county received the first half in May 2021 and the second half is expected May 2022. Nearly all of the ARPA funds have been allocated with about \$100,000 spent in the first quarter of this year and about \$300,000 spent last year.

Strategic Planning Goal Updates

Goal/Priority	Status
Increase Broadband Access	<ul style="list-style-type: none">• Blandin Grant• CDBG-CV Grant• Federal Grant• ECE Initiative
Community Health (Youth/4H/Blue Zones)	<ul style="list-style-type: none">• ARPA funding for 4H—Update May 3• Blue Zone kick off meeting May 12
2023 levy	<ul style="list-style-type: none">• 2023 Budget process to begin 2nd Quarter
Mental Health	<ul style="list-style-type: none">• Drop in center; Pine City Senior Citizen Center Tuesdays 10:30 AM-2:30 PM• Potential loss of Moose Lake catchment funds• HHS participated in East Central Schools Mental Health Day• Employee Wellness pilot project in Public Health• ARPA-funded mental health mini-grants (10/2021)
County-Owned Land	<ul style="list-style-type: none">•
County Attorney Office Workload	<ul style="list-style-type: none">•
Legislative Priorities <ul style="list-style-type: none">• SSIS / Paperwork Reduction• Probation Funding• Highway Funding	<ul style="list-style-type: none">• Working with AMC, DHS, and Legislators• MLBO plans two site visits in April for SSIS familiarization• Legislative proposal in the works including SF 2673 & HF 4609•
Need for Group Homes	<ul style="list-style-type: none">• Various legislative proposals would increase funding/wages

Chart 1
Expenditure and Revenue by Major Fund and County Total as of March 31, 2022

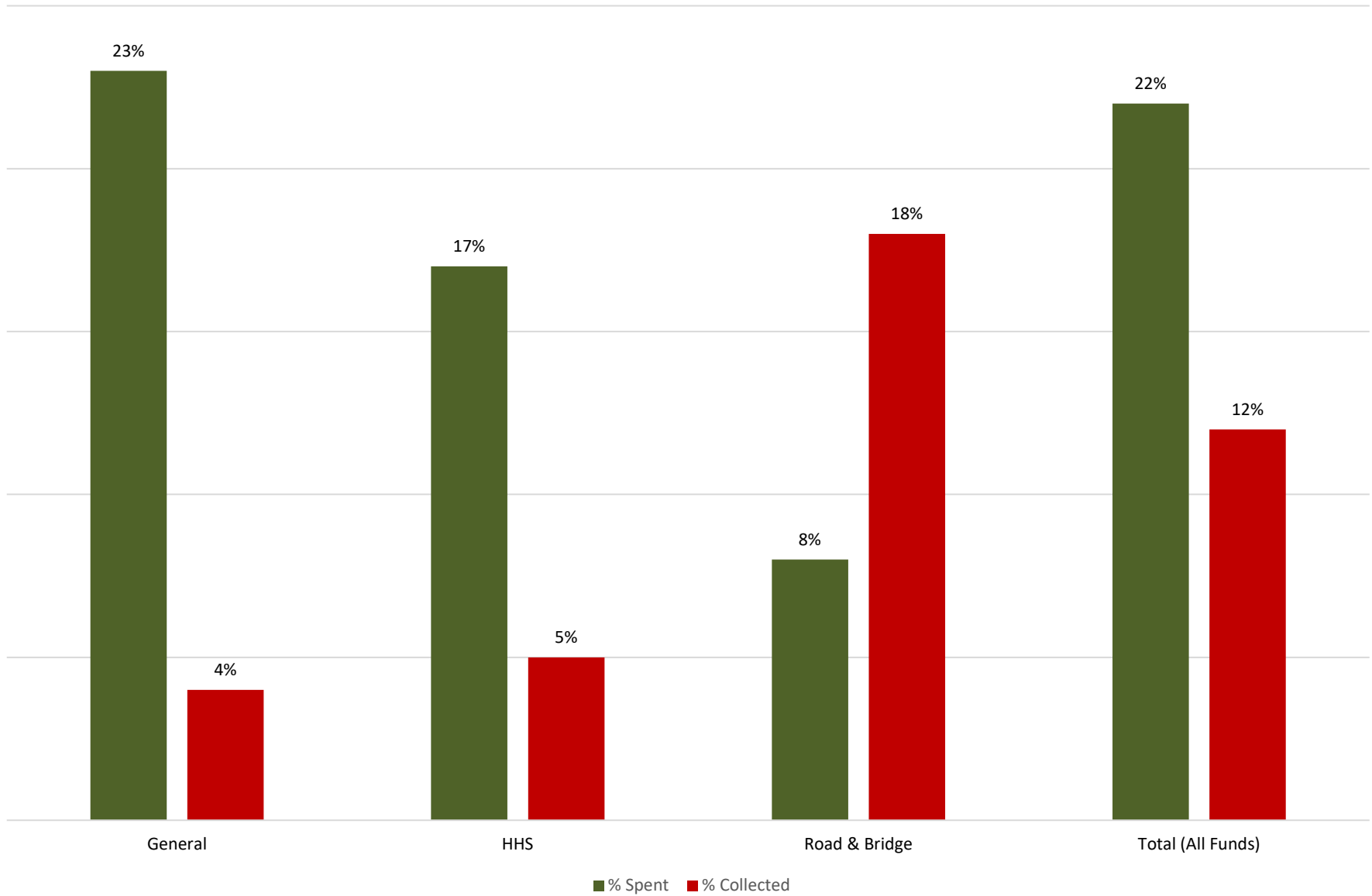


Chart 2
General Fund Revenue by Department Through March 31 -- 2020, 2021, 2022

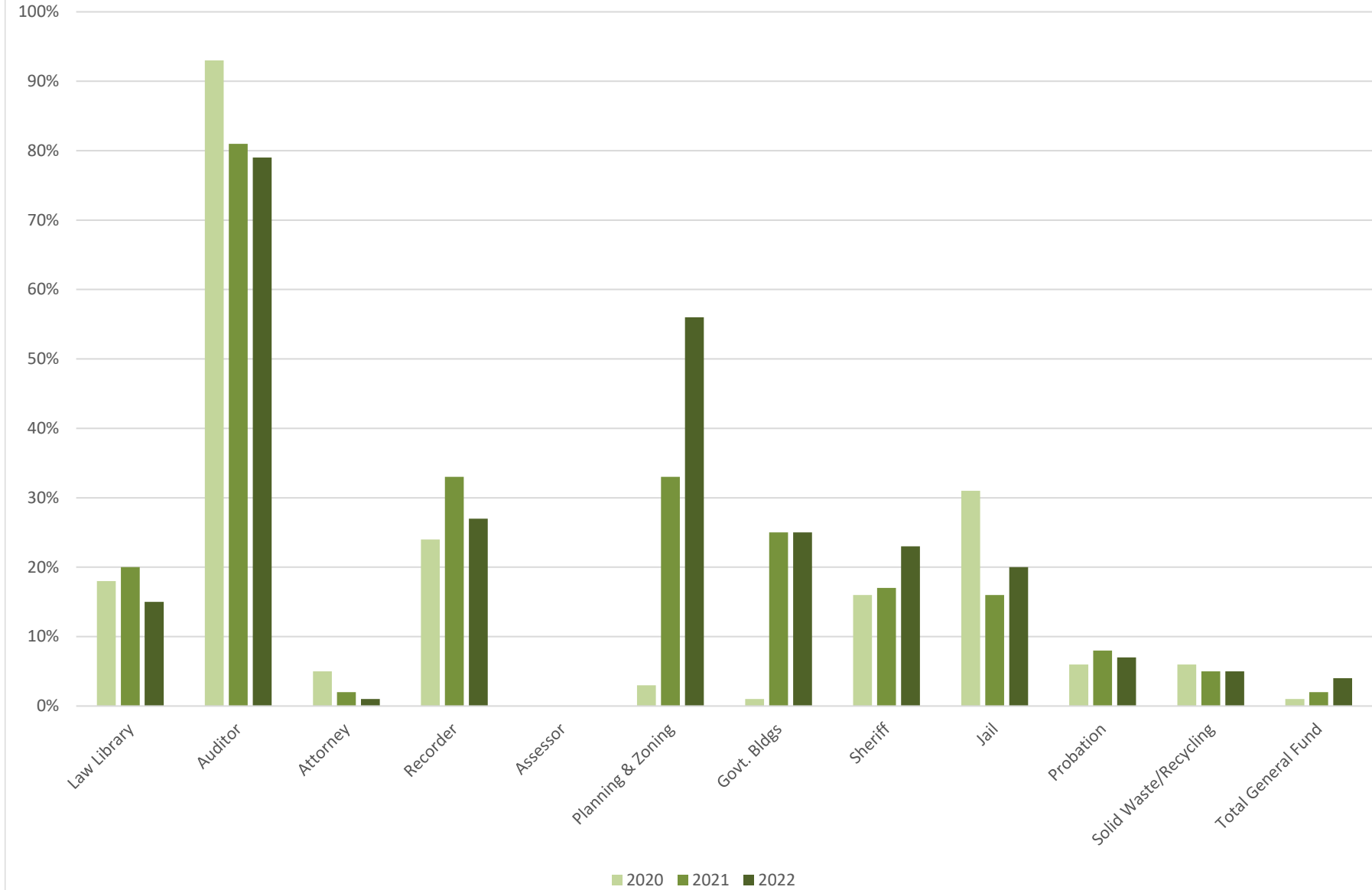


Chart 3A
General Fund Expenditures as Percent by Department March 31, 2022

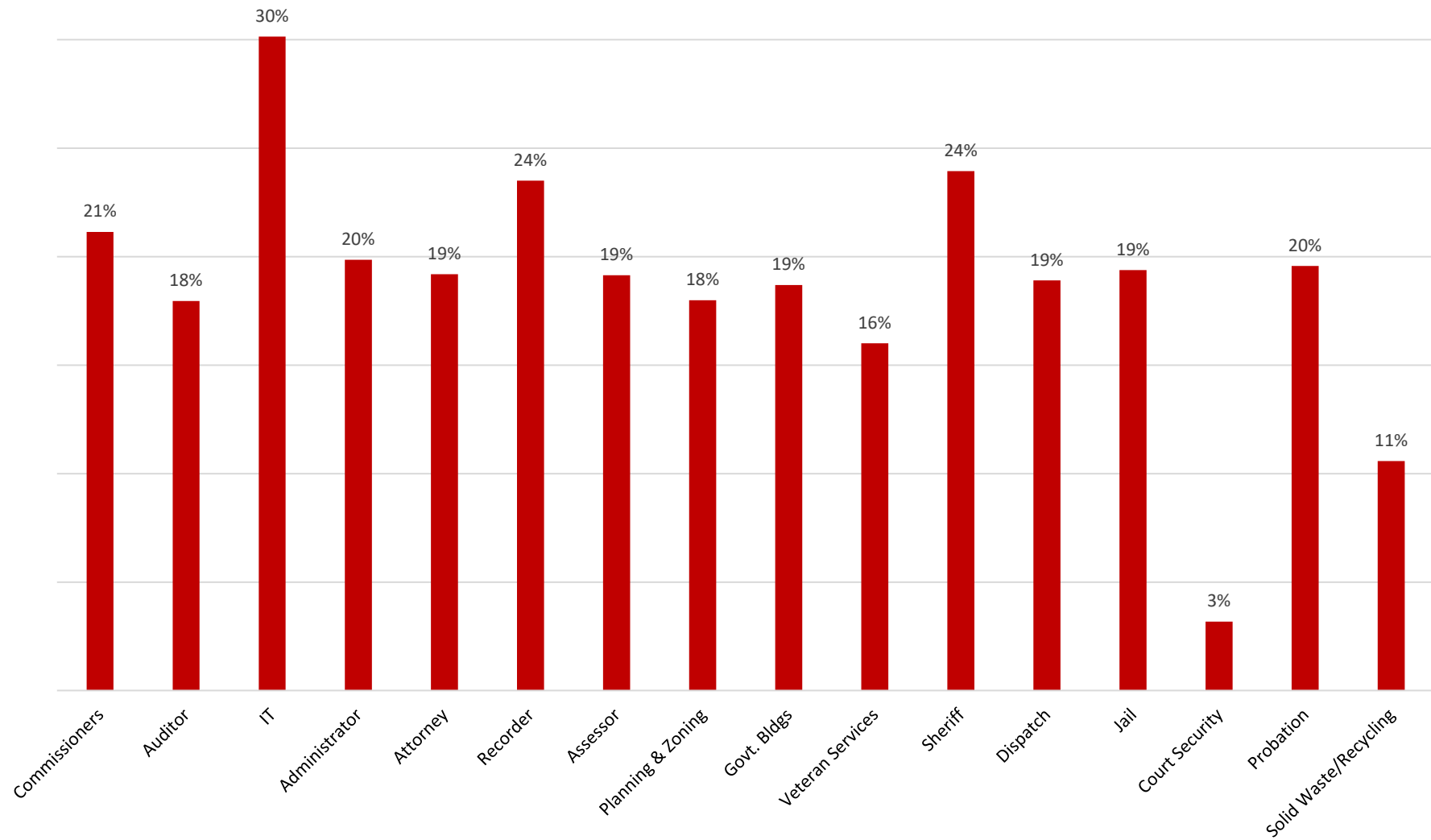


Chart 3B
General Fund Expenditures as Percent by Department March 31, 2022
Compared to 3-year Average

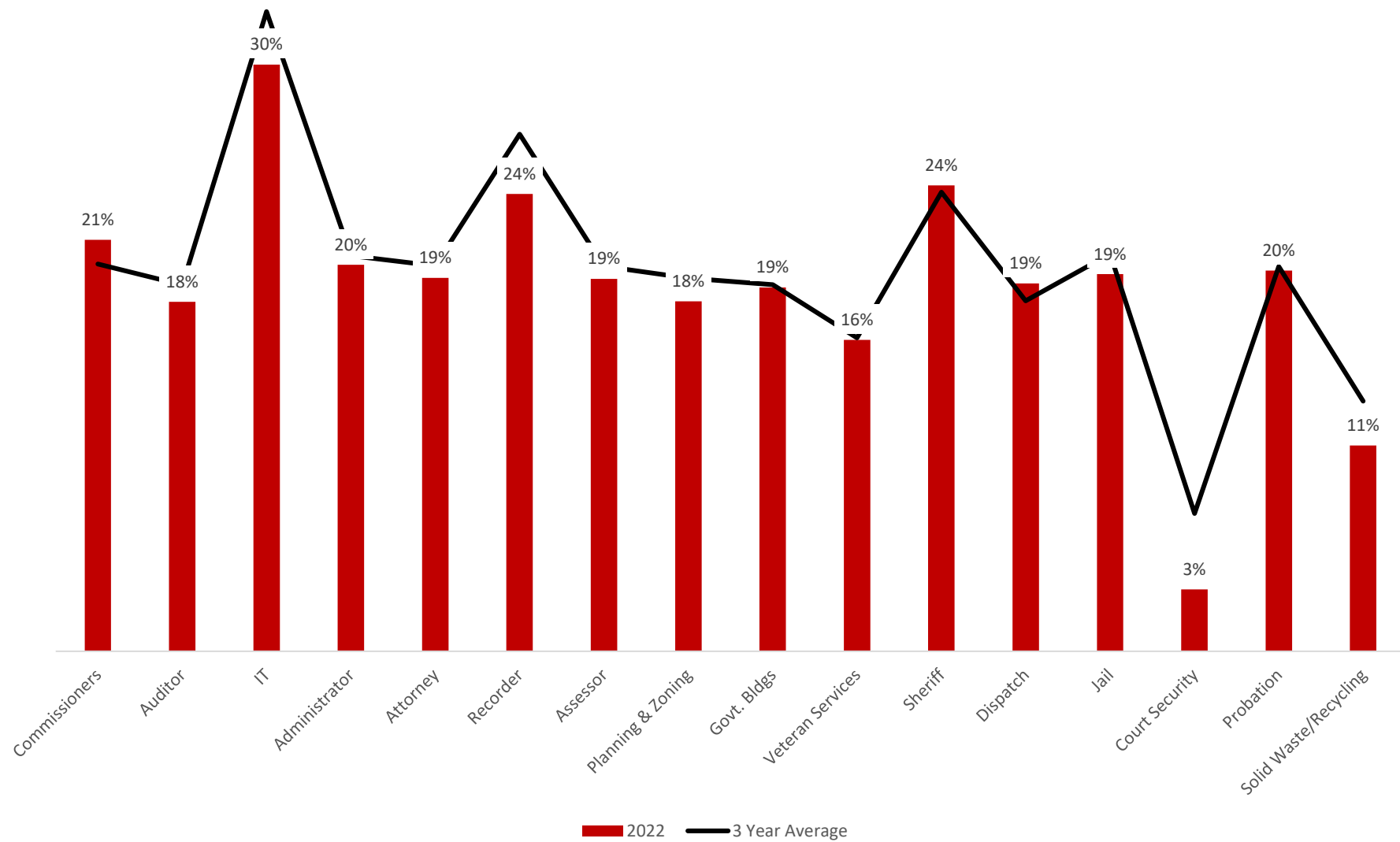


Chart 4
HHS Revenue and Expenditures as Percent through March 31, 2022

