

ADDITIONS/REVISIONS/CORRECTIONS

Regular Meeting
July 5, 2022

Add to Agenda

- A. **Regular Agenda Item 1.1: Insurance Committee Report**
Insurance Committee met June 30, 2022
- B. **Regular Agenda Item 3.2: MEnD contract cancellation**
- C. **Regular Agenda Item 3.3: Contract with Advanced Correctional Healthcare, Inc. (ACH).**
Consider approval of contract with Advanced Correctional Healthcare, Inc. (ACH).
Authorize Board Chair and County Administrator to sign.

Revision to Agenda

- D. **Regular Agenda Item #7f: Soil & Water Conservation District meeting**
Change in Meeting Date:
New Date: July 7, 2022, 3:00 p.m., 1610 Hwy. 23 No., Sandstone
Old Date: July 13, 2022, 3:00 p.m.

Additional Information

- E. **Regular Agenda Item #1:** Minutes of the June 29th Transportation Committee Minutes.

Minutes of Pine County Transportation Committee
Wednesday, June 29, 2022; 1:00 p.m.
Commissioner's Conference Room
Pine City, Minnesota

Members Present:

Commissioner J.J. Waldhalm

Commissioner Steve Hallan

Others Present: County Engineer Mark LeBrun and Assistant Co Engineer Aaron Gunderson

Commissioner Hallan called the meeting to order at 1:02 p.m.

1. Bruno Maintenance Shop Soil Remediation

Assistant County Engineer Gunderson reviewed the clean up and tank removal at the Bruno site. After state reimbursement, net County expenses will be about \$7,500. There will no longer be fuel at Bruno so staff will purchase fuel from Deep Rock.

2. State Aid Advance Funding

County Engineer LeBrun presented a Resolution to Advance State Aid Funds in the amount of \$2,538,122.26 from 2023 due to high bids. Will be presented to County Board on July 5th for approval.

3. 2022 Project Schedules

County Engineer LeBrun updated Committee on 2022 construction projects. Paving projects will begin in August and be completed by the end of September. CR 140 bridge project will start mid July and be completed in October. The two Box Culvert projects will be delayed until 2023 due to supply chain issues. Bids for the Sturgeon Island bridge will be opened in August and construction will be in October/November.

4. Draft 2023-2027 Highway Improvement Plan

The Committee reviewed proposed projects. Due to current bidding environment, committee recommends no action until after 2023 bid openings.

5. Master Partnership Agreement with MnDOT

County Engineer LeBrun will present Resolution and Agreement with MnDOT to County Board on July 5th. Agreement allows for County to use testing and inspection services with MnDOT for construction projects.

6. ATV traffic in Willow River

Discussion occurred on complaints of ATV traffic in ditch along CSAH 43 in Willow River. Assistant County Engineer Gunderson will follow up with the city on potential solutions.

With no further business, meeting adjourned at 2:15 p.m.



AGENDA REQUEST FORM

Date of Meeting: _____

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

Agenda Item: _____

Department: _____

Department Head signature

Background information on Item:

Action Requested:

Financial Impact:

BUSINESS ASSOCIATE AGREEMENT
PINE COUNTY, MINNESOTA

Definitions

Catch-all definition:

The following terms used in this Agreement will have the same meaning as those terms in the HIPAA Rules (<https://www.federalregister.gov/articles/2013/01/25/2013-01073/modifications-to-the-hipaa-privacy-security-enforcement-and-breach-notification-rules-under-the>): Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" will generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Advanced Correctional Healthcare, Inc.
- (b) Covered Entity. "Covered Entity" will generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Pine County Jail.
- (c) HIPAA Rules. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, within 48 hours (except for any breaches putting patients at immediate risk of harm, which should be reported as soon as possible) and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Agreement for the Provision of Health Services. The Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity will notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) Covered Entity will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Covered Entity will notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Covered Entity will not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except if the Business Associate will use or disclose protected health information for data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Agreement will be effective as of the date of the last signature hereto, and will terminate on the termination of the Agreement for Health Services or the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, will:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Business Associate under this Section will survive the termination of this Agreement.

Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No amendment to this Agreement will be effective until reduced to writing and signed by the parties.

(c) Interpretation. Any ambiguity in this Agreement will be interpreted to permit compliance with the HIPAA Rules.

(d) No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.

(e) Without in anyway limiting the foregoing, it is the parties' specific intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any Individual whose PHI is Used or Disclosed pursuant to this Agreement.

(f) Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision will not be construed as a waiver of any other term or provision.

(g) Authority. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.

(h) Conflict. In the event of any conflict between the terms and conditions stated within this Agreement and those contained within any other agreement or understanding between the parties, written, oral or implied, the terms of this Agreement will govern. Without limiting the foregoing, no provision of any other agreement or understanding between the parties limiting the liability of the Business Associate to Covered Entity will apply to the breach of any term, condition or covenant contained in this Agreement by Business Associate.

(i) Headings. The headings of each section are inserted solely for purposes of convenience and will not alter the meaning of this Agreement.

(j) Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the date of the last signature hereto.

BUSINESS ASSOCIATE

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Jessica K. Young, Esq., CCHP-A
President & Chief Executive Officer

Date

COVERED ENTITY

PINE COUNTY, MINNESOTA

Stephen M. Hallan, Chair
County Board of Commissioners

David J. Minke, Administrator
Clerk to Board of Commissioners

Please complete and return via email to Contracts@advancedch.com

AGREEMENT FOR THE PROVISION OF HEALTH CARE
TO INCARCERATED PATIENTS
PINE COUNTY, MINNESOTA

This agreement, effective as of the date of the last signature hereto, entered into by and between the County of Pine, located in the State of Minnesota, through the Pine County Administrator & Board Chair in their official capacity (hereinafter referred to as “county”), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as “ACH”), a Tennessee corporation.

DEFINITIONS

COUNTY PATIENTS – Patients booked into the custody of the county and presently incarcerated in the facility, but not to include non-county patients.

NON-COUNTY PATIENTS – Patients who are covered by a government health program for American Indians; work release patients while on work release; patients during transport to/from outside facilities; and patients housed in the facility for other counties, State Department of Corrections, U.S. Immigration and Customs Enforcement (ICE), U.S. Marshals, and/or other federal agencies.

ARTICLE 1:
ACH

- 1.1 **BIOMEDICAL WASTE DISPOSAL.** The county will pay for biomedical waste disposal services at the facility. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.
- 1.2 **DENTAL CARE.** ACH will provide dental triage screenings. The county will pay for all costs associated with dental care.
- 1.3 **ECTOPARASITES.** For patients presenting with symptoms of ectoparasitic infection (as determined by the ACH prescriber), ACH will provide medically indicated treatment. For patients without symptoms of ectoparasitic infection, ACH will provide treatment at the county’s request. The county will be responsible for the cost of the treatment. ACH will not be responsible for facility cleaning for ectoparasites.
- 1.4 **ELECTIVE CARE.** Elective care is defined as care which, if not provided, would not, in the opinion of ACH’s prescriber, cause the patient’s health to deteriorate. ACH will not pay for elective care for patients.
- 1.5 **LABOR.** Incarcerated patients will not be employed or otherwise utilized by ACH.
- 1.6 **MEDICAL CLAIMS RE-PRICING.** Upon the county’s request, ACH will re-price medical claims through our third-party vendor, JAB Management Services. Once claims are received, JAB will calculate the applicable discount (if any) and confirm the integrity of the claim prior to returning to the county for payment. JAB averages a claims processing standard of 40 days; however, we anticipate being able to process the county’s claims within a maximum of 28 days. The monthly amount to be paid by the county to ACH for this service is to be 30% of the savings on the medical claim(s). (For example, if JAB re-prices a \$100 claim down to \$20, ACH will charge the county 30% of the \$80 JAB saved the county – \$24.) The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.

- 1.7 **MEDICAL SUPPLIES (DISPOSABLE).** The county will pay for disposable medical supplies intended for one-time use, not to include durable or reusable medical supplies. Typical disposable medical supplies expected in a medical unit would be alcohol preps, ammonia ampules, bandages, blood sugar strips, cotton-tip applicators, gauze pads, gloves, lancets, med cups, medical tape, O2 tubing, peak flow mouth pieces, PPE (personal protective equipment), pregnancy tests, saline, sterile water, syringes, tongue blades, and urine test strips.
- 1.8 **MENTAL HEALTH FIRST AID (MHFA) TRAINING.** Mental Health First Aid is an 8-hour course that teaches you how to identify, understand and respond to signs of mental illnesses and substance use disorders. The training gives you the skills you need to reach out and provide initial help and support to someone who may be developing a mental health or substance use problem or experiencing a crisis. ACH provides MHFA training free to your officers.
- 1.9 **MOBILE SERVICES.** Mobile services are defined as laboratory services that are drawn on-site and sent off-site for testing, and any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to X-ray services. The county will pay for all costs associated with mobile services.
- 1.10 **MORTALITY AND MORBIDITY REVIEW.** The County acknowledges (a) that it is the responsibility of the County to obtain a review of any death in the facility (as appropriate) pursuant to any applicable statutes (if any), such as Minn. Stat. 241.021 (or any similar act or amendment of that act), (b) that ACH cannot perform such reviews for a facility where it provides medical services, and (c) that the cost of such reviews will be borne by the County.
- 1.11 **OFFICER WELLNESS & CRITICAL INCIDENT EMPLOYEE RAPID RESPONSE (CIERR).** The CIERR program is a free staff support service. This program helps to support law enforcement (field and facility), first responders, and health care professionals and mitigate stress reactions in both personal and professional capacities. Contact with CIERR can be initiated by the professional in need of services or Freedom Behavioral Health, Inc. can initiate contact with notification from leadership within the department that the individual would benefit from the services. Unless there are safety concerns, the contacts are treated as confidential.
- 1.12 **OFF-SITE SERVICES.** Off-site services are defined as medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing (including but not limited to covid testing), hospital services, medically-indicated emergency ground ambulance transportation, mental health services not performed on-site, laboratory services that are drawn off-site, and specialty services. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by approval process for outside care, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. The county will pay for any costs associated with off-site services.
- 1.13 **OTHER SERVICES AND EXPENSES.** ACH may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this agreement.
- 1.14 **PHARMACEUTICALS.** The county will pay for pharmaceuticals. The county agrees to allow home medications in the facility when they are able to be properly verified. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, corporate approval for expensive medication, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.

1.15 STAFFING.

1.15.1 MEAL BREAKS. It is understood and agreed that during unpaid meal break(s), ACH employees are (1) allowed to leave their duty post and (2) completely relieved from all duties. If the facility requires the ACH employee to be “on call” during meal break(s) so that they may respond to an emergency, then the ACH employee is considered to be “on duty” and the meal break(s) will be paid for by the county.

1.15.2 MEDICAL PRESCRIBER. A prescriber will visit the facility weekly (or as otherwise agreed by the county and ACH) and will stay until their work is completed. A prescriber will be available by telephone to the facility and health care teams on an on-call basis, 7 days per week, 24 hours per day, 365 days a year. For scheduled visits that fall on holidays, coverage will be provided by telephone only.

1.15.3 NURSING. ACH will provide on-site nursing coverage for 84 hours per week on a schedule approved by the county. ACH does not and will not put nurses on-call. The county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular employee). For hours of absence due to holidays, paid time off, or sick time, the hours will not be replaced or credited (because the employee is still being paid for the time off). For other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the county or designee will negotiate a mutually agreeable remedy (such as crediting back the wages of the particular employee).

1.15.4 QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). ACH will provide an on-site QMHP for 4 hours per week on a schedule approved by the county. The county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular employee). For hours of absence due to holidays, paid time off, or sick time, the hours will not be replaced or credited (because the employee is still being paid for the time off). For other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the county or designee will negotiate a mutually agreeable remedy (such as crediting back the wages of the particular employee).

1.15.4.1 ON-CALL QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). Upon the facility’s request, ACH will provide a QMHP at the rate of \$150 per hour (with a minimum of 1 hour per visit). Services may be provided in-person or via tele-health (as mutually agreed upon). QMHP responsiveness will depend upon the amount of notice given, and the mutually agreed upon schedule.

1.15.5 TELEHEALTH. When agreed to between the county and ACH, providers may deliver patient care via telehealth.

1.16 TUBERCULOSIS (TB) TESTING. ACH will perform TB skin tests as directed by the county. The county will pay for the TB serum and related supplies. Upon the county’s request, ACH will secure the serum and related supplies through the correctional pharmacy, then bill the county for those costs, and the county agrees to pay.

ARTICLE 2:
THE COUNTY

- 2.1 AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs). The duty to purchase, provide, inspect, and maintain the facility's AEDs is, and always will be, vested in the county. This agreement does not result in the assumption of those duties by ACH or its people. While ACH and its people may assist the county, ultimately the county specifically retains the duties and obligations with respect to AEDs. ACH and its people will assume no responsibility for and will not be liable for the facility's lack of AED(s) and/or defective and/or non-working AEDs in the facility.
- 2.2 CO-PAY. The county agrees to the use of a co-pay system, as permitted by law, for patient medical requests. The county will be responsible for determining the legality and structure of the co-pay system. **Patients will be seen by the health care team regardless of their ability to pay.**
- 2.3 COUNTY'S ILLNESS REPORTS, POLICIES, PROCEDURES. All illness reports, policies, and procedures will at all times remain the property of the county and will remain at the facility. ACH may make recommendations to the county's health care policies, procedures, and illness reports. Those recommendations are made for the county's consideration. ACH operates within the county's policies, procedures, and illness reports. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, approval process for outside care, etc. The materials in this section are for general information purposes only. That information should be treated as guidelines, not rules. The information is not intended to establish a standard of medical care and is not a substitute for common sense. The information is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.
- 2.4 CPR CARDS. ACH will not pay for CPR cards for county employees.
- 2.5 DUTY TO PROTECT PATIENTS. The non-delegable duty to protect patients is, and always will be, vested in the county. This agreement does not result in the assumption of a non-delegable duty by ACH. As such, the county specifically retains the duty and obligation for security of the patients. This duty extends to the control of patient movement. ACH and its personnel will assume no responsibility for the movement of patients and assume no responsibility for patient protection at any time.
- 2.6 ELECTRONIC COMMUNICATIONS. The county agrees to provide to ACH copies of any electronic communications between ACH and ACH's employees and independent contractors in the county's possession (including stored on the county's email servers) as requested by ACH. The county agrees to treat electronic communications between ACH and its employees and independent contractors as confidential and agrees not to share those communications with any third party unless required by law.
- 2.7 MEDICAL AND MENTAL HEALTH RECORDS. Patient medical and mental health records will always be the property of the county and will remain in the facility. The county agrees to provide copies of those records to ACH when requested.
- 2.8 MEDICAL EQUIPMENT (DURABLE). The county pays for medical equipment. At the county's request, ACH will assist the county in securing the equipment at cost-effective pricing. Typical durable medical equipment expected in a medical unit would be: exam table, exam stool, ophthalmic / otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, refrigerator (small), and scales. Medical equipment will be the property of the county.

- 2.9 NON-MEDICAL CARE OF PATIENTS. The county will provide and pay for non-medical needs of the patients while in the facility, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; personal hygiene supplies and services; clothing; and linen supplies.
- 2.10 NURSING LICENSURE. ACH's preference is to run a health care program using RNs. Ultimately, the level of nursing licensure ACH provides at the facility is the county's decision (RN vs. LPN). ACH does not and will not put nurses on-call.
- 2.11 OFFICE EQUIPMENT (DURABLE). The county will provide use of county-owned office equipment and utilities in place at the facility's health care unit. Typical office equipment expected in a medical unit would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier / printer; and toner. Upon termination of this agreement, the office equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.12 OFFICE SUPPLIES (DISPOSABLE). The county will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of patient health care services.
- 2.13 OFFICER TRAINING. The duty to train the officer(s) is and always remains vested in the county. Upon request of the county, ACH may assist in training for officer(s) on certain topics as determined by the county. The county is solely responsible for overall operation of the facility, including medical care. The county maintains ultimate responsibility for training and supervising its correctional officers, including but not limited to emergency procedures, ensuring sick calls are passed along to the medical team, and properly distributing medications (where appropriate).
- 2.14 PREVENTATIVE SERVICES. If the county requests preventative services (such as flu shots, covid vaccinations, etc.) for incarcerated patients or county employees, the county will pay for it. ACH may provide, but will not pay for, preventative services. Upon the county's request, ACH will secure the vaccination (for example) and related supplies (if applicable) through the correctional pharmacy or health department, then bill the county for any costs, and the county agrees to pay.
- 2.15 SECURITY. The county will maintain responsibility for the physical security of the facility and the continuing security of the patients. The county understands that adequate security services are necessary for the safety of the agents, employees, and subcontractors of ACH, as well as for the security of patients and officer(s), consistent with the correctional setting. The county will provide security sufficient to enable ACH and its personnel to safely provide the health care services described in this agreement. The county will screen ACH's proposed staff to ensure that they will not constitute a security risk. The county will have final approval of ACH's employees and independent contractors regarding security/background clearance.

ARTICLE 3: **COMPENSATION/ADJUSTMENTS**

- 3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The county agrees to pay \$369,698.16 per year to ACH under this agreement. To do so, the county agrees to make monthly payments of \$30,808.18 to ACH during the term of this agreement. ACH will bill the county approximately 30 days prior to the month in which services are to be rendered. The county agrees to pay ACH within 30 days

of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.

- 3.1.1 ELECTRONIC PAYMENTS. The county agrees to pay ACH electronically through the Automated Clearing House. If the county does not want to pay electronically, then the county agrees to pay an additional 2% per month charge. If the county believes it is statutorily exempt, please provide the statute citation.
- 3.1.2 ANNUAL AMOUNT UPON RENEWAL. Upon the annual anniversary of the commencement of services under this agreement, the annualized amount of increase for compensation and per diem rates (and any other contracted rates, including the on-call QMHP rate, for example) will be the rolling 12-month Consumer Price Index (CPI) for Hospital and related services (Series Id CUUR0000SEMD) or 3%, whichever is higher.
- 3.2 FUNDING THE FACILITY'S HEALTH CARE PROGRAM. It is ultimately the responsibility of the county to appropriately fund the facility's health care program. As a result, ACH's health care program at the facility (staffing, etc.) is customized and approved by the county.
- 3.3 QUARTERLY ADJUSTMENTS.
 - 3.3.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the facility census records. For billing purposes, the county patient ADP will be 53 and the non-county patient ADP will be 0. Patients who are not presently incarcerated in the facility (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the county. The ADPs reported to ACH should only include those patients presently incarcerated in the facility.
 - 3.3.2 PER DIEM. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of patients above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.41 per patient per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.41 x 91)
 - 3.3.3 RECONCILIATION. Any contract amount in arrears (or amount to be credited back to the county) will be settled through reconciliation on the first monthly invoice prepared after reconciliation. No credits will be issued after 90 days.

ARTICLE 4: **TERM AND TERMINATION**

- 4.1 TERM. The term of this agreement will begin on _____ at 12:01 A.M. and will continue in full force and effect until June 30, 2025 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this agreement. This agreement will automatically renew for successive 1-year periods unless either party gives 30 days' written notice prior to the end of a term.
- 4.2 TERMINATION.
 - 4.2.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this agreement will be subject to annual appropriations by the county. If funds are not

appropriated for this agreement, then upon exhaustion of such funding, the county will be entitled to immediately terminate this agreement. Recognizing that such termination may entail substantial costs for ACH, the county will act in good faith and make every effort to give ACH reasonable advance notice of any potential problem with funding or appropriations. The county agrees to pay for services rendered up to the point of termination.

- 4.2.2 30-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this agreement, the county or ACH may, without prejudice to any other rights they may have, terminate this agreement by giving 30 days' advance written notice to the other party. If the county gives ACH less than 30 days' advance written notice, the county agrees to pay to ACH 1-month's contract price as an early termination fee.

ARTICLE 5:

GENERAL TERMS AND CONDITIONS

- 5.1 **ADVICE OF COUNSEL.** Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this agreement, (b) is freely entering into this agreement of his/her or its own volition, and (c) understands and agrees that this agreement will be construed as if drafted by both parties and not by one party solely.
- 5.2 **ASSIGNMENT.** ACH may not assign this agreement or any rights hereunder in whole or in part. Subject to the foregoing, this agreement will inure to the benefit of and be binding upon each of the heirs, permitted assigns, and successors of the respective parties. Any assignment in violation of this section will be null and void.
- 5.3 **AUTHORITY.** The persons signing below represent that they have the right and authority to execute this agreement for their respective entities and no further approvals are necessary to create a binding agreement.
- 5.4 **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** The county and ACH agree that no party will require performance of any ACH or county employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations. If the county elects not to follow any federal, state, or local law, the parties agree the county will be responsible for all costs associated with noncompliance. The county will be responsible for any additional services required at the facility as the result of governmental (including, but not limited to, Centers for Disease Control and Prevention, Department of Justice, health department, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order. Should ACH be asked to provide substantial new medical treatment, the county will pay for it, unless specifically agreed upon in writing between ACH and the county.
- 5.5 **COUNTERPARTS; HEADINGS.** This agreement may be executed in counterparts, each of which will be an original and all of which will constitute one agreement. The headings contained in this agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this agreement. The term "patient" includes incarcerated detainees and inmates.
- 5.6 **ENTIRE AGREEMENT; AMENDMENT.** This agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their

performances hereunder do not obligate either party to enter into any further agreement or business arrangement.

- 5.7 **EQUAL EMPLOYMENT OPPORTUNITY.** It is the policy of ACH to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, or genetics. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefit plans, all forms of compensation, and training.
- 5.8 **EXCUSED PERFORMANCE.** In case performance of any terms or parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, pandemics, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.9 **FILMING.** ACH does not consent to the filming of its employees for any commercial purpose including, but not limited to, documentaries, docuseries (including, but not limited to, “60 Days In”), etcetera. If the facility and/or county decide to engage in such a project, they agree to notify ACH’s legal department at least 90 days prior to filming, at 309-692-8100; facsimile: 309-214-9977; or email: Contracts@advancedch.com. ACH reserves the right to terminate the agreement prior to the beginning of the filming of such a project. ACH will have no obligation under this agreement to maintain insurance coverage against any loss or damage caused or necessitated by the filming of such a project. The county agrees to hold harmless and indemnify ACH and its employees against any loss or damage, including reasonable attorneys’ fees and other costs of litigation, caused or necessitated by the filming of such a project.
- 5.10 **FURTHER ACTS.** The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this agreement.
- 5.11 **GOVERNING LAW.** This agreement will be governed by the laws of the State of Minnesota (without reference to conflicts of laws principles).
- 5.12 **INDEPENDENT CONTRACTORS.** ACH may engage certain health care professionals as independent contractors rather than employees. The county understands and acknowledges that some physicians, advanced practice providers, nurses, mental health workers, consultants, specialists, and other allied health professionals practicing with ACH (“health care team members”) are not employees or associates of ACH; and that ACH is not responsible for their opinions, decisions or medical procedures performed.
- 5.13 **INTERGOVERNMENTAL AGREEMENTS (IGAs) (PIGGYBACK).** ACH agrees to allow the county to authorize other government agencies to purchase the proposed items by issuance of a purchase order at the same terms and conditions as this agreement, and to make payments directly to ACH during the period of time that this agreement is in effect.
- 5.14 **MINNESOTA DATA PRACTICES ACT.** ACH understands it may be subject to the Minnesota Data Practices Act.

- 5.15 NO GRANT OF RIGHTS. Each of the parties understands and agrees that no grant or license of a party's rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.
- 5.16 NO RELATIONSHIP OR AUTHORITY. The parties agree that ACH will at all times be an independent contractor in the performance of the services hereunder, and that nothing in this agreement will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the county and ACH. ACH does not have the power or authority to bind the county or to assume or create any obligation or responsibility on the county's behalf or in the county's name, except as otherwise explicitly detailed in this agreement, and ACH will not represent to any person or entity that ACH has such power or authority. ACH will not act as an agent nor will ACH be deemed to be an employee of the county for the purposes of any employee benefit program.
- 5.17 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time and will be deemed to have been given when sent. To the county: Pine County Jail, 635 Northridge Dr. NW, Suite 130, Pine City, MN 55063; Facsimile: 320-629-8418. To ACH: Advanced Correctional Healthcare, Inc., Attn: Legal, 720 Cool Springs Blvd., Suite 100, Franklin, TN 37067; facsimile: 309.214.9977; email: Contracts@advancedch.com.
- 5.18 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that ACH is not bound by or aware of any other existing contracts to which the county is a party and which relate to the provision of health care to patients at the facility. The parties agree that they have not entered into this agreement for the benefit of any third person(s) and it is their express intention that this agreement is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.
- 5.19 SEVERABILITY. If any provision of this agreement, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 5.20 SUBCONTRACTING. ACH may subcontract services including, but not limited to, biomedical waste disposal, electronic medical records, mobile services, pharmaceutical services, staffing, and training. For example, ACH subcontracts staffing to USA Medical & Psychological Staffing, LLC; behavioral health care to Freedom Behavioral Health, S.C.; EMR to Advanced Inmate Medical Management, LLC; and training to Spark Training, LLC.
- 5.21 TRAINING MATERIAL. Information in any training material should be treated as guidelines, not rules. The information presented is not intended to establish a standard of medical care and is not a substitute for common sense. The information presented is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis.
- 5.22 WAIVER. Any waiver of the provisions of this agreement or of a party's rights or remedies under this agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such

party's rights or remedies hereunder and will not in any way affect the validity of this agreement or prejudice such party's right to take subsequent action.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Jessica K. Young, Esq., CCHP-A
President & Chief Executive Officer

Date

COUNTY OF PINE, MINNESOTA

Stephen M. Hallan, Chair
County Board of Commissioners

Date

David J. Minke, Administrator
Clerk to Board of Commissioners
635 Northridge Dr. NW
Pine City, MN 55063
320-591-1621

Date

Please complete and return via email to Contracts@advancedch.com.

If this contract is not returned to ACH by 7/2/22, the price will increase.



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, July 5, 2022, 10:00 a.m.
Board Room, Pine County Courthouse
635 Northridge Drive NW
Pine City, Minnesota

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

- A) Call meeting to order
- B) Pledge of Allegiance
- C) Public Forum. Members of the public are invited to speak. After being recognized by the Chair, each speaker should state his/her name and limit comments to three (3) minutes.
- D) Adopt Agenda
- E) Approve Minutes
 - Minutes of June 21, 2022 Regular County Board Meeting and Summary for publication
 - Minutes of June 28, 2022 Special Meeting-Committee of the Whole
- F) Minutes of Boards, Reports and Correspondence
 - Pine County Surveyor's Monthly Report – June, 2022
 - Pine County Zoning Board Minutes – May 26, 2022
- G) Approve Consent Items

CONSENT AGENDA

The consent agenda is voted on without any discussion. Any commissioner may request an item be removed and added to the regular agenda.

1. Applications

Consider approval of the following:

A. Repurchase Application

- i. Resolution 2022-36 authorizing Kelly Lange, daughter of deceased owner, Thomas Crawford at the time of forfeiture to repurchase the parcel at 9104 Bass Lake Road, Sandstone (PID 27.5089.000) on a four-year contract. The title to the property will be placed in Mr. Crawford's ownership. Authorize Board Chair and County Administrator to sign.

B. Temporary Liquor License

- i. Rock Creek Lions for a car show held on September 10, 2022 at Heidelberger's, 3923 State Hwy 70, Pine City, MN (Royalton Township)

2. Donations

Consider acceptance of the following donations:

- A. \$100 donation from Richard Hopkins to the Veterans Services Office (VSO) for outreach purposes.
- B. \$209.45 anonymous donation, designated to the Pine County Sheriff's Office K-9 fund.
- C. Grand Casino-Hinckley to the Pine County Sheriff's Office designated to help offset the expenses in the Sheriff's Office:
 - i. March 8, 2022 for 2nd Quarter 2021: \$23,000
 - ii. June 14, 2022 for 3rd Quarter 2021: \$23,000

3. Contracts/Agreements

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

- A. Joint Powers Agreement with the Minnesota Department of Corrections for Work Release Services; the original contract is being amended to continue services for an additional year ending June 30, 2023. Also extending the total obligation of the state from current \$160,000 to a maximum obligation of \$240,000. All rates remain the same.

4. New Hire

Consider authorizing the hiring of the following:

- A. Probation Aide Kersten Jensen, effective July 11, 2022, Grade 4, Step 1, \$18.24 per hour, contingent upon completion of successful background check and urinalysis.

5. Training

Consider approval of the following training:

- A. Senior Property Appraiser Jennifer Christensen to attend the PACE course-Assessing Lakeshore Property, August 11, 2022, at the Hubbard County Law Enforcement Center in Park Rapids, Minnesota. Registration \$50, Lodging \$106, Meals \$34, mileage to be calculated. Funds are available in the 2022 Assessor's Budget.
- B. Social Services Case Aides Laurie Plessel and Jessica Nichols to attend the Minnesota County HHS Accountant's Conference, August 24-26, 2022, in Alexandria, Minnesota. Registration \$100/person (\$200 total), Accommodations (meals included) \$548/person (\$1,096 total), Travel \$332, Total cost: \$1,628. Funds are available in the 2022 Health & Human Services Budget.

REGULAR

1. Transportation Committee Report

The Transportation Committee met on June 29, 2022. Minutes will be provided separately.

2. **State Aid Advance Resolution**

Consider approval of Resolution 2022-37 to Advance State Aid Funding due to the increase construction costs in 2022. Authorize Board Chair and County Administrator to sign.

3. **Master Partnership Contract with MN DOT**

Consider approval of the Master Partnership Contract and Resolution 2022-38 between Pine County and MN DOT. Authorize Board Chair and County Administrator to sign.

4. **Set 2023 Budget Schedule**

5. **Commissioner Updates**

NLX

Pine County Housing & Redevelopment Authority/Economic Development Authority
(HRA/EDA)

Extension 4-H Open House

Snake River Watershed Management Board & Snake River 1W1P Policy - CANCELED

East Central Regional Development Annual Meeting

Other

6. **Other**

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

a. Pine County Board of Commissioners, Tuesday, July 5, 2022, 10:00 a.m., Board Room, Courthouse, 635 Northridge Drive NW, Pine City, Minnesota

b. East Central Solid Waste Commission, Monday, July 11, 2022, 9:00 a.m., 1756 180th Avenue, Mora, Minnesota

c. Personnel Committee, Monday, July 11, 2022, 9:00 a.m.

d. Chemical Health Coalition, Monday, July 11, 2022, 4:00 p.m.

e. Northeast MN Area Transportation Partnership, Wednesday, July 13, 2022, 10:00 a.m.

f. Soil & Water Conservation District, Wednesday, July 13, 2022, 3:00 p.m., 1610 Hwy. 23 No., Sandstone, Minnesota.

g. Pine City / Pine City Schools / Pine Technical & Community College / Pine County Meeting, Thursday, July 14, 2022, 11:00 a.m., Pine Technical & Community College, Pine City, Minnesota.

h. Lakes & Pines Community Action Council, Monday, July 18, 2022, 10:00 a.m., 1700 Maple Avenue, Mora, Minnesota.

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

8. **County Administrator Annual Performance Review – Closed Session**

This portion of the meeting may be closed pursuant to M.S. §13D.05, Subd. 3, to conduct the annual performance evaluation of County Administrator David Minke.

9. **Adjourn**

**MINUTES
OF THE
PINE COUNTY BOARD MEETING
Regular Meeting
Tuesday, June 21, 2022 - 10:00 a.m.
North Pine Government Center
1602 Hwy. 23 North
Sandstone, Minnesota**

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

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

The Pledge of Allegiance was said.

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

Chair Hallan requested the following revisions to the Agenda:

Addition: Regular Agenda Item 5.1: Resolution Designating Medsurety LLC and Matrix Trust as Health Reimbursement Arrangement Trustee: Consider approval of Resolution 2022-35 designating Medsurety LLC and Matrix Trust as Health Reimbursement Arrangement Trustee.

Additional Information Provided for Consent Agenda Item #11A/Name Provided: Consider approval of the hiring/lateral transfer of Jacqueline Ness from Clerk III in the Auditor's Office to Clerk III in the Assessor's Office, \$19.02 per hour, Grade 4, Step 2 (no change in grade or wage). The original agenda requested stated the final candidate name would be provided prior to the county board meeting.

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 June 7, 2022 County Board Meeting and Summary for publication, and Minutes of the June 13, 2022 Board of Appeal & Equalization Meeting. Second by Commissioner Mohr. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence
None.

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

CONSENT AGENDA

1. **Review May, 2022 Cash Balance**

Fund	May 31, 2021	May 31, 2022	Increase/Decrease
General Fund	1,219,186	1,026,010	(193,176)
Health and Human Services Fund	1,074,192	1,421,799	347,606
Road and Bridge Fund	3,261,877	2,067,953	(1,193,925)
COVID Relief	2,872,569	2,273,453	(599,115)
Land	2,649,354	2,550,088	(99,265)
Self Insurance	602,861	321,504	(281,357)
TOTAL (inc non-major funds)	33,450,509	32,154,695	(1,295,814)

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

The following vendors with claims of \$2,000 or more, and 458 under \$2,000 or not needing approval totaling \$3,857,874.37, were paid during the period of May 1, 2022-May 31, 2022: Advanced Graphix Inc., 2,942.24; AMAZON CAPITAL SERVICES, 2,185.63; American Solutions For Business, 14,959.35; Aml Cleaning Service, Inc, 4,000.00; Askov Deep Rock, 6,547.10; Aspen Mills, 8,201.79; Auto Value-Hinckley, 3,725.04; BAUER CONSTRUCTION, 6,720.00; BETHLEHAM LUTHERAN CHURCH, 2,429.55; BLUE CROSS & BLUE SHIELD OF MINNESOTA, 5,040.50; Brett Paige Construction LLC, 7,932.50; BROCK WHITE COMPANY LLC, 12,478.00; Central Mn Jobs & Training Services, 24,508.39; Chamberlain Oil Co., Inc, 3,553.15; Changing Gaits Inc, 2,745.00; CLOQUET RIVERSIDE RECYCLING, INC, 13,909.53; COMPUTER INTEGRATION TECHNOLOGIES, 12,000.00; Dhs Maps Mmis Cd Maxis 998, 37,947.99; DHS State Operated Services, 7,044.00; DOOLEYS PETROLEUM INC, 61,256.85; East Central Energy Of Braham, 14,804.06; East Central Reg Juvenile Center, 8,669.00; East Central Solid Waste Comm, 3,401.59; EKLUNDS AG SERVICES INC, 2,480.00; Emergency Automotive Technologies, Inc, 8,039.30; ENVIRONMENTAL TROUBLESHOOTERS INC, 4,331.00; ERICKSON ENGINEERING CO LLC, 5,648.00; EVERGREEN RECYCLING LLC, 2,029.44; Family Pathways - North Branch, 3,970.00; FURTHER, 3,668.54; Government Management Group, 5,000.00; Hibbing Community College, 2,100.00; Initiative Foundation, 7,450.00; Kanabec Co Family Serv Dept, 2,701.44; KNOWBE4 INC, 5,466.00; LEWIS BRISBOIS BISGAARD & SMITH LLP, 6,392.00; LHB INC, 9,463.64; Lighthouse Child & Family Services, LLC, 6,544.31; LSS, 6,000.00; MADISON NATIONAL LIFE INS CO INC, 4,080.93; MATTHEW BENDER & CO INC, 2,082.93; MEDICAREBLUE RX, 5,975.50; MEND CORRECTIONAL CARE PLLC, 27,856.71; MIDWEST CONTRACTING LLC, 149,090.31; Mille Lacs Band Family Services, 27,732.76; MINNESOTA ENERGY RESOURCES CORP, 15,595.03; MINNESOTA POLLUTION CONTROL AGENCY, 50,459.16; Minnesota UI Fund, 2,374.98; MN COUNTIES COMPUTER COOP, 16,124.15; Mn Life Insurance Company, 4,532.35; Nexus-Gerard Family Healing LLC, 20,400.00; Nexus-Kindred Family Healing, 3,818.10; Nexus-Mille Lacs Family Healing, 14,388.00; North Homes Inc, 21,850.97; NORTHSTAR MEDIA INC, 3,168.33; Northwoods Children Home, 34,326.12; Nuss Truck Group Inc, 2,383.62; OFFICE OF MN.IT SERVICES, 5,294.08; OWENS COMPANIES INC, 2,208.38; Phase Inc (Pc Dac) Dac, 4,203.80; Pine County Sheriff FPI Contract, 8,580.99; POKEGAMA LAKE ASSOCIATION, 16,000.00; Prairie Lakes Youth Programs, 8,651.75; Project Lifesaver

Inc, 4,300.00; PTS OF AMERICA LLC, 5,288.00; SEH INC, 4,925.01; Slims Texaco Service, 2,002.96; Solid Oak Financial Services, LLC, 4,250.00; Starwire Technologies, LLC, 45,427.00; Sue's Bus Service Inc, 5,202.60; SUMMIT FOOD SERVICE MANAGEMENT LLC, 32,161.36; SUNSET LAW ENFORCEMENT, 8,957.00; SWATMOD LLC, 2,065.76; TEAMSTERS JOINT COUNCIL 32, 115,605.00; Therapeutic Serv Ag Too Inc, 8,577.23; UNITEDHEALTH GROUP – VOID, 291,289.58; Verizon Wireless, 10,823.82; Ziegler Inc., 8,633.17.

3. **Applications**

Approve the following:

A. **Repurchase Application**

- i. Resolutions 2022-34 authorizing Stearns Bank, mortgagee to repurchase on behalf of Gail S. Mattson, prior owner, to repurchase Pine County parcels 42.0109.000 (315 10th St NW, Pine City) in full. The title of the property will be in place of Ms. Mattson's ownership.

B. **Temporary Liquor Licenses**

- i. Approve applications for Temporary 3.2 Percent Malt Liquor Licenses and authorize County Auditor-Treasurer Schroeder to sign 3.2 licenses and sign the liquor license application.

4. **Donations**

- A. Accept the donations for the Veterans Outreach Program: \$100 from Mary Pogozdski, \$500 from the Sandstone Area Veterans Memorial, and \$300 from the Sandstone American Legion.
- B. Accept the \$15,000 donation for the Sheriff's Office K9 Program from the Sturgeon Lake Area Lions.

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

Approve the Commissioners' Expense Claim Forms.

6. **Contracts**

Approve the 2022 State Boat and Water Safety Grant in the amount of \$5,630. This grant will be used for enforcement hours and annual maintenance. The grant period is January 1, 2022 – June 30, 2023 and does not require matching funds. Authorize Board Chair and County Administrator to sign.

7. **Windemere Township Law Enforcement Agreement**

Approve the Windemere Township Law Enforcement agreement to allow the Sheriff's Office to provide ordinance enforcement on a case to case basis. Authorize Board Chair and Pine County Sheriff to sign.

8. **2022 Motorola Solutions Service Agreement**

Approve the 2022 Motorola Solutions Service Agreement which covers maintenance, support, and other services for the Sheriff's Office radio system. The service agreement period is for September 01, 2022 – August 31, 2023.

9. **Establish and Appoint Ballot Board**

Approve Resolution 2022-33 establishing Ballot Board for the purposes of accepting or rejecting returned absentee, mail, or Military and Overseas Citizens ballots and tabulating the ballots on election day.

10. **Personnel (Promotion/Transfer)**

A. Approve the promotion of Corrections Officer Samantha Miller to Jail Sergeant, effective June 22, 2022, \$32.58 per hour, Grade 10, Step 7.

11. **New Hire**

A. Approve the hiring/lateral transfer of Jacqueline Ness from Clerk III in the Auditor's Office to Clerk III in the Assessor's Office, \$19.02 per hour, Grade 4, Step 2 (no change in grade or wage).

B. Approve the hiring of Eligibility Worker Nikki Boese effective June 27, 2022, Grade 6, Step 1, \$20.49 per hour.

12. **Training**

Approve the following training requests:

A. Fiscal Supervisor Michelle Kelash and Case Aide Angela Boelman to attend the Minnesota County Health & Human Services Accountants Conference, August 24-26, 2022, in Alexandria, MN. Cost per person: Registration/\$100, Lodging & meals/\$548.05. Mileage \$186.25. Total Cost of \$1,482.35.

B. Health Educator, Hailey Freedlund to attend the Statewide Health Improvement Partnership (SHIP) Annual Conference, July 18-20, in Eagan. All costs associated with attending are covered by the Statewide Health Improvement Partnership (SHIP) program, no financial impact.

REGULAR AGENDA

1. **Personnel Committee Report**

Commissioner Mohr provided an overview of the June 13, 2022 Personnel Committee meeting. The Personnel Committee made the following recommendation:

A. **Health & Human Services**

i. Acknowledge the resignation of Social Worker Nicholas Loudon, effective May 25, 2022, and approved backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

B. **Sheriff's Office**

i. Acknowledge the resignation of part-time, probationary Dispatcher Coltin Brown, effective May 18, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer

ii. Acknowledge the resignation of full-time Corrections Officer Andrew Degerstrom-Hanley, effective June 18, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

C. **Auditor/Treasurer**

i. Modify the current Appraiser job description to reflect the current supervisor as County Assessor and to update the licensing and continuing education requirements with no change to the grade.

D. Probation

- i. Acknowledge the resignation of Probation Case Aide Justine Ward, effective June 13, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

E. Public Works

- i. Acknowledge the resignation of Highway Maintenance Worker Adam Johnsen, effective May 12, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

Motion by Commissioner Mohr to approve the recommendations of the Personnel Committee. Second by Commissioner Ludwig. Motion carried 5-0.

2. **Introduction of 4-H Educator and SNAP-Ed Educator**

Sarah Odendahl, 4-H Educator and Kristin Riley, SNAP-Ed Educator, introduced themselves to the county board.

3. **Pine County Education Collaborative Leadership Network Meeting**

Motion by Commissioner Mohr to schedule the next meeting of the Pine County Education Collaborative Leadership Network for July 27, 2022, 6:00 p.m., Pine Technical & Community College. Second by Commissioner Ludwig. Motion carried 5-0.

4. **MN DOT and NE MN Area Transportation Partnership Presentation**

MN Department of Transportation (MnDOT) Planning Director Bryan Anderson, Arrowhead Regional Development Commission Senior Planner Paige Melius, and District State Aid Engineer Krysten Foster reviewed District 1 MnDOT road and trail projects, Pine County Transportation Alternatives, and funding. Pine County has only one District 1 Carryover Project which is the Hwy 123 pavement resurface and ADA improvement in Sandstone.

5. **Lower St. Croix 1W1P Annual Work Plan**

Land and Resource Manager Caleb Anderson stated that on April 25, 2022 the Lower St. Croix Watershed Policy Committee approved the 2022-2023 annual work plan. The partnership now requires local board approvals.

Motion by Commissioner Lovgren to approve the Lower St. Croix Watershed 2022-2023 Annual Work Plan. Second by Commissioner Mohr. Motion carried 5-0.

5.1 **Designation of Medsurety LLC and Matrix Trust as Health Reimbursement Arrangement Trustee**

County Administrator David Minke reviewed that Pine County changed its vendor for its Health Reimbursement Arrangement effective July 1, 2022 from Further/HealthEquity to MEDSURETY LLC, and that MG Trust/MATRIX was the previous Trustee of Pine County HRA Trust administered by Further/Health Equity. Administrator Minke stated that to complete the change, it is necessary to approve a resolution designating MEDSURETY LLC as the administrator and Educator Benefits Consultants Health Reimbursement Arrangement with MATRIX as the successor Trustee of the Pine County HRA Trust effective July 1, 2022.

Motion by Commissioner Ludwig to approve Resolution 2022-35 Designating MEDSURETY LLC and MATRIX Trust as Health Reimbursement Arrangement Trustee. Second by Commissioner Lovgren. Motion carried 5-0.

6. **Commissioner Updates**

Soil & Water Conservation District: Commissioner Waldhalm was unable to attend the meeting, however stated the meeting was business as usual.

Law Library: Commissioner Mohr stated bills were paid.

Central Minnesota Jobs and Training Services: Chair Hallan stated unemployment in Minnesota is at a historic low, and that the people not currently working are the hardest to train for work.

East Central Solid Waste Commission: Chair Hallan stated contractors are using the ECSWC site to get rid of their demo material; ECSWC will be reviewing what garbage/debris will be accepted at the landfill. ECSWC is working with the MPCA to get the next cell approved.

East Central Regional Library Trustees Board: Commissioner Lovgren stated the library has funds available and is considering extension of hours, not staffed. The library is going to place a book pick up box at the Event Center in Braham. Members of the public were present at the meeting in support of the book "It's Perfectly Normal"/book purchase policy/review was discussed.

Board of Equalization: Commissioner Ludwig expressed his appreciation to assessor staff for their professionalism with the public.

NACo Telecommunications and Technology Committee: Commissioner Lovgren stated broadband was the main topic of discussion, with discussion of the wording of resolutions that will be submitted during the NACo convention.

State Community Health Services Advisory Committee (SCHSAC): Commissioner Lovgren stated water/well systems and education related to those systems was discussed.

Other

There are 11 requests from five different broadband providers vying for grant funds.

Chair Hallan acknowledged the death of Brandon Houtsma, son of County Recorder/Assessor Lorri Houtsma .

7. **Other**

None.

8. **Upcoming Meetings**

Upcoming meetings were reviewed.

9. **Adjourn**

With no further business, Chair Hallan adjourned the meeting at 11:02 a.m. The next regular meeting of the county board is scheduled for Tuesday, July 5, 2022 at 10:00 a.m., Pine County Courthouse, Board Room, 635 Northridge Drive NW, Pine City, 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, June 21, 2022 - 10:00 a.m.
North Pine Government Center
1602 Hwy. 23 North
Sandstone, Minnesota**

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

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 June 7, 2022 County Board Meeting and Summary for publication, and Minutes of the June 13, 2022 Board of Appeal & Equalization Meeting. Second by Commissioner Mohr. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence
None.

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

Fund	May 31, 2021	May 31, 2022	Increase/Decrease
General Fund	1,219,186	1,026,010	(193,176)
Health and Human Services Fund	1,074,192	1,421,799	347,606
Road and Bridge Fund	3,261,877	2,067,953	(1,193,925)
COVID Relief	2,872,569	2,273,453	(599,115)
Land	2,649,354	2,550,088	(99,265)
Self Insurance	602,861	321,504	(281,357)
TOTAL (inc non-major funds)	33,450,509	32,154,695	(1,295,814)

The following vendors with claims of \$2,000 or more, and 458 under \$2,000 or not needing approval totaling \$3,857,874.37, were paid during the period of May 1, 2022-May 31, 2022:

Pine County Board of Commissioners – Summary Minutes Page 1 June 21, 2022

Advanced Graphix Inc., 2,942.24; AMAZON CAPITAL SERVICES, 2,185.63; American Solutions For Business, 14,959.35; Aml Cleaning Service, Inc, 4,000.00; Askov Deep Rock, 6,547.10; Aspen Mills, 8,201.79; Auto Value-Hinckley, 3,725.04; BAUER CONSTRUCTION, 6,720.00; BETHLEHAM LUTHERAN CHURCH, 2,429.55; BLUE CROSS & BLUE SHIELD OF MINNESOTA, 5,040.50; Brett Paige Construction LLC, 7,932.50; BROCK WHITE COMPANY LLC, 12,478.00; Central Mn Jobs & Training Services, 24,508.39; Chamberlain Oil Co., Inc, 3,553.15; Changing Gaits Inc, 2,745.00; CLOQUET RIVERSIDE RECYCLING, INC, 13,909.53; COMPUTER INTEGRATION TECHNOLOGIES, 12,000.00; Dhs Maps Mmis Cd Maxis 998, 37,947.99; DHS State Operated Services, 7,044.00; DOOLEYS PETROLEUM INC, 61,256.85; East Central Energy Of Braham, 14,804.06; East Central Reg Juvenile Center, 8,669.00; East Central Solid Waste Comm, 3,401.59; EKLUNDS AG SERVICES INC, 2,480.00; Emergency Automotive Technologies, Inc, 8,039.30; ENVIRONMENTAL TROUBLESHOOTERS INC, 4,331.00; ERICKSON ENGINEERING CO LLC, 5,648.00; EVERGREEN RECYCLING LLC, 2,029.44; Family Pathways - North Branch, 3,970.00; FURTHER, 3,668.54; Government Management Group, 5,000.00; Hibbing Community College, 2,100.00; Initiative Foundation, 7,450.00; Kanabec Co Family Serv Dept, 2,701.44; KNOWBE4 INC, 5,466.00; LEWIS BRISBOIS BISGAARD & SMITH LLP, 6,392.00; LHB INC, 9,463.64; Lighthouse Child & Family Services, LLC, 6,544.31; LSS, 6,000.00; MADISON NATIONAL LIFE INS CO INC, 4,080.93; MATTHEW BENDER & CO INC, 2,082.93; MEDICAREBLUE RX, 5,975.50; MEND CORRECTIONAL CARE PLLC, 27,856.71; MIDWEST CONTRACTING LLC, 149,090.31; Mille Lacs Band Family Services, 27,732.76; MINNESOTA ENERGY RESOURCES CORP, 15,595.03; MINNESOTA POLLUTION CONTROL AGENCY, 50,459.16; Minnesota UI Fund, 2,374.98; MN COUNTIES COMPUTER COOP, 16,124.15; Mn Life Insurance Company, 4,532.35; Nexus-Gerard Family Healing LLC, 20,400.00; Nexus-Kindred Family Healing, 3,818.10; Nexus-Mille Lacs Family Healing, 14,388.00; North Homes Inc, 21,850.97; NORTHSTAR MEDIA INC, 3,168.33; Northwoods Children Home, 34,326.12; Nuss Truck Group Inc, 2,383.62; OFFICE OF MN.IT SERVICES, 5,294.08; OWENS COMPANIES INC, 2,208.38; Phase Inc (Pc Dac) Dac, 4,203.80; Pine County Sheriff FPI Contract, 8,580.99; POKEGAMA LAKE ASSOCIATION, 16,000.00; Prairie Lakes Youth Programs, 8,651.75; Project Lifesaver Inc, 4,300.00; PTS OF AMERICA LLC, 5,288.00; SEH INC, 4,925.01; Slims Texaco Service, 2,002.96; Solid Oak Financial Services, LLC, 4,250.00; Starwire Technologies, LLC, 45,427.00; Sue's Bus Service Inc, 5,202.60; SUMMIT FOOD SERVICE MANAGEMENT LLC, 32,161.36; SUNSET LAW ENFORCEMENT, 8,957.00; SWATMOD LLC, 2,065.76; TEAMSTERS JOINT COUNCIL 32, 115,605.00; Therapeutic Serv Ag Too Inc, 8,577.23; UNITEDHEALTH GROUP – VOID, 291,289.58; Verizon Wireless, 10,823.82; Ziegler Inc., 8,633.17.

Approve the following:

A. Repurchase Application

- i. Resolutions 2022-34 authorizing Stearns Bank, mortgagee to repurchase on behalf of Gail S. Mattson, prior owner, to repurchase Pine County parcels 42.0109.000 (315 10th St NW, Pine City) in full. The title of the property will be in place of Ms. Mattson's ownership.

B. Temporary Liquor Licenses

- i. Approve applications for Temporary 3.2 Percent Malt Liquor Licenses and authorize County Auditor-Treasurer Schroeder to sign 3.2 licenses and sign the liquor license application.

Accept the donations for the Veterans Outreach Program: \$100 from Mary Pogozdski, \$500 from the Sandstone Area Veterans Memorial, and \$300 from the Sandstone American Legion.

Accept the \$15,000 donation for the Sheriff's Office K9 Program from the Sturgeon Lake Area Lions.

Approve the Commissioners' Expense Claim Forms.

Approve the 2022 State Boat and Water Safety Grant in the amount of \$5,630. This grant will be used for enforcement hours and annual maintenance. The grant period is January 1, 2022 – June 30, 2023 and does not require matching funds.

Approve the Windemere Township Law Enforcement agreement to allow the Sheriff's Office to provide ordinance enforcement on a case to case basis.

Approve the 2022 Motorola Solutions Service Agreement which covers maintenance, support, and other services for the Sheriff's Office radio system. The service agreement period is for September 01, 2022 – August 31, 2023.

Approve Resolution 2022-33 establishing Ballot Board for the purposes of accepting or rejecting returned absentee, mail, or Military and Overseas Citizens ballots and tabulating the ballots on election day.

Approve the promotion of Corrections Officer Samantha Miller to Jail Sergeant, effective June 22, 2022, \$32.58 per hour, Grade 10, Step 7.

Approve the hiring/lateral transfer of Jacqueline Ness from Clerk III in the Auditor's Office to Clerk III in the Assessor's Office, \$19.02 per hour, Grade 4, Step 2 (no change in grade or wage).

Approve the hiring of Eligibility Worker Nikki Boese effective June 27, 2022, Grade 6, Step 1, \$20.49 per hour.

Approve the following training requests:

- A. Fiscal Supervisor Michelle Kelash and Case Aide Angela Boelman to attend the Minnesota County Health & Human Services Accountants Conference, August 24-26, 2022, in Alexandria, MN. Cost per person: Registration/\$100, Lodging & meals/\$548.05. Mileage \$186.25. Total Cost of \$1,482.35.
- B. Health Educator, Hailey Freedlund to attend the Statewide Health Improvement Partnership (SHIP) Annual Conference, July 18-20, in Eagan. All costs associated with attending are covered by the Statewide Health Improvement Partnership (SHIP) program, no financial impact.

Personnel Committee Report

Commissioner Mohr provided an overview of the June 13, 2022 Personnel Committee meeting. The Personnel Committee made the following recommendation:

A. Health & Human Services

- i. Acknowledge the resignation of Social Worker Nicholas Loudon, effective May 25, 2022, and approved backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

B. Sheriff's Office

- i. Acknowledge the resignation of part-time, probationary Dispatcher Coltin Brown, effective May 18, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer
- ii. Acknowledge the resignation of full-time Corrections Officer Andrew Degerstrom-Hanley, effective June 18, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

C. Auditor/Treasurer

- i. Modify the current Appraiser job description to reflect the current supervisor as County Assessor and to update the licensing and continuing education requirements with no change to the grade.

D. Probation

- i. Acknowledge the resignation of Probation Case Aide Justine Ward, effective June 13, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

E. Public Works

- i. Acknowledge the resignation of Highway Maintenance Worker Adam Johnsen, effective May 12, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

Motion by Commissioner Mohr to approve the recommendations of the Personnel Committee. Second by Commissioner Ludwig. Motion carried 5-0.

Motion by Commissioner Mohr to schedule the next meeting of the Pine County Education Collaborative Leadership Network for July 27, 2022, 6:00 p.m., Pine Technical & Community College. Second by Commissioner Ludwig. Motion carried 5-0.

Motion by Commissioner Lovgren to approve the Lower St. Croix Watershed 2022-2023 Annual Work Plan. Second by Commissioner Mohr. Motion carried 5-0.

Motion by Commissioner Ludwig to approve Resolution 2022-35 Designating MEDSURETY LLC and MATRIX Trust as Health Reimbursement Arrangement Trustee. Second by Commissioner Lovgren. Motion carried 5-0.

With no further business, Chair Hallan adjourned the meeting at 11:02 a.m. The next regular meeting of the county board is scheduled for Tuesday, July 5, 2022 at 10:00 a.m., Pine County Courthouse, Board Room, 635 Northridge Drive NW, Pine City, 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
and
COMMITTEE OF THE WHOLE**

June 28, 2022, 10:00 a.m.

**Nemadji Research
7564 Birch Street
Bruno, Minnesota**

Commissioner Steve Hallan called the meeting to order at 10:00 a.m. Present were Commissioners Josh Mohr, Terry Lovgren, and JJ Waldhalm. Also present was County Administrator David Minke and County Attorney Reese Frederickson. Commissioner Matt Ludwig was absent (excused).

Others present: Becky Lourey, Owner of Nemadji Research, Nemadji Research Chief Executive Officer Jason Benzie, Land and Resources Manager Caleb Anderson, Board and Water Soil Resources (BWSR) Conservationist Erin Loeffler, SWCD District Manager Paul Swanson, and Economic Development Coordinator Lezlie Sauter.

The pledge of allegiance was said.

Becky Lourey and Jason Benzie welcomed those in attendance and provided an overview of Nemadji Research.

Those present introduced themselves.

1. Water Quality/Watershed Protection and Management

Land and Resources Manager Caleb Anderson, BWSR Conservationist Erin Loeffler, and Pine SWCD District Manager Paul Swanson reviewed MPCA's Current Watershed Cycle and Approach and One Watershed One Plan programs. Programs/funding available to residents were reviewed and discussed.

Chair Hallan called a recess at 11:35 a.m.

The meeting reconvened at 11:40 a.m.

2. Short Term Rentals

Economic Development Coordinator Lezlie Sauter provided an overview of local impact, regulations and housing affordability relating to short term rentals in Pine County. Registering short term rentals was discussed.

With no other business, the meeting was adjourned at 12:26 p.m.

Stephen M. Hallan, Chair
Board of Commissioners

David J. Minke, Administrator
Clerk to County Board



PINE COUNTY PUBLIC WORKS

HIGHWAY DEPARTMENT

405 Airport Road NE
Pine City, MN 55063

Telephone 320-216-4200

Fax: 320-629-6736

1-800-450-7463 Ext. 4200

Mark A. LeBrun, P.E.
County Engineer

Pine County Land Surveyor Monthly Report

Page 1 of 2 Pages

June 2022

CSAH 18, Hinckley, research records, calculate search areas, search for, locate and GPS private corners and ROW corners. Calculate ROW and set ROW corners. Update records.

CSAH 35, T43N R21W R20W, recon for destroyed ROW corners and private corners due to new road culvert installation. Update records.

CSAH 17, T41N R21W Section 21, research records, calculate search areas, set GPS control, search for, locate and GPS private corners. Update records.

CSAH 17, T41N R21W Section 34, research records, calculate search areas, set GPS control, map railroad ROW, search for, locate, set and GPS PLSS corners and ROW corners. Reset PLSS corner ties. Update records.

CR 140 "loop", T41N R20W, research records, calculate search areas, set GPS control, search for, locate, set and GPS PLSS corners, private corners and ROW corners. Reset PLSS corner ties. Update records.

CSAH 46, T45N R18W Section 29, research records, calculate search areas, set GPS control, search for, locate and GPS PLSS corner, Update records.

CSAH 61 Frontage Road, T45N R19W Section 6, research records, calculate search areas, search for, locate and GPS private corners and ROW corners, map railroad ROW, calculate ROW and set ROW corners. Update records.

June 2022

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

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

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

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

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

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

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

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

A handwritten signature in black ink, appearing to read 'R.T. Mathews', followed by a long, horizontal, slightly wavy line that extends to the right.

Robin T. Mathews, Pine County Surveyor



MINUTES
PINE COUNTY ZONING BOARD
May 26, 2022 6:00 p.m.
North Pine Government Center
1602 Hwy 23 N Sandstone, MN

Members Present: Dirk Nelson, Les Orvis, Susan Grill, Ryan Clark, Skip Thomson, Matt Ludwig (ex-officio)

Members Absent: Patrick Schifferdecker, Nancy Rys

Staff Present: Caleb Anderson, Land & Resources Manager; Erin Hoxsie, Zoning & Solid Waste Support Specialist

Others Present: Kevin Wahlberg, Bob and Li Ping Fudurich, Peter Magnuson (via Zoom)

CALL TO ORDER

Chair Skip Thomson called the meeting to order at 6:00p.m.

APPROVAL OF AGENDA

Motion by Orvis to approve the agenda as presented. Second by Grill. Motion carried, 5-0

APPROVAL OF MINUTES

Motion by Nelson to approve the minutes of the April 28, 2022 meeting. Second by Orvis. Motion carried, 5-0.

MAGNUSON VARIANCE REQUEST 9170 Bass Lake Rd, Sandstone

The applicant has requested a variance from Sections 5.2.1 and 6.2.1 of the Pine County Shoreland Management Ordinance to construct a building expansion to a home that does not meet the required 100' ordinary high water level setback. The existing structure is 45' from the OHWL. The proposed expansion includes a 192 square foot breezeway addition and a 222 square foot porch addition.

Anderson walked through the details provided in the staff report. Grill asked whether the proposal complies with the 25% impervious surface requirement. Anderson responded that this wasn't looked at closely but the project will need to comply. Magnuson remarked that he owns two parcels, which may be combined for the purpose of complying with said requirement. Grill asked whether the existing driveway will be removed. Magnuson replied that it would.

Peter Magnuson spoke in support of his application. He described that he purchased this two-bedroom home but has a family of four and more space is needed to accommodate the family. He highlighted his variance mitigation plan that was entered into the record. He also shared that the majority of the lot behind the house drains to the road ditch and not the lake. He intends to plant native vegetation in the road ditch area to control runoff. He also noted that the project will not be visible from the lake.

Chair Thomson opened the public hearing at 6:14pm. No members of the public spoke. The public hearing was closed at 6:14pm.

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

- 1.) The proposed use is allowed in the zoning district the property lies in.
- 2.) The variance is in harmony with the comprehensive plan and the intent of the shoreland ordinance because the expansion is being built on the opposite side of the dwelling with respect to the lake and will not be visible from the lake. Also the variance mitigation plan is deemed valuable to the community.
- 3.) The variance is consistent with the character of the locality, as it is residential. Adding trees on the lakeside as described in the variance mitigation plan will improve the character. As noted on the application, the project will help it conform to the appearance of adjacent properties.
- 4.) A practical difficulty exists on the property that prevents the owner from complying with the ordinance. Because the lot is 160' deep there is not adequate space to construct a dwelling that meets the 100' OHWL setback and 20' road right-of-way setback.
- 5.) The proposed use is reasonable.

Motion by Orvis to approve the variance to construct a 192 square foot breezeway and 222 square foot porch addition as proposed, with the following conditions:

- 1.) Impervious surface may not exceed 25% of lot area for both adjoining lots.
- 2.) The submitted variance mitigation plan shall be executed.
- 3.) The applicant's two lots must be combined into a single tax parcel.

Second by Nelson. Motion carried, 5-0

WAHLBERG VARIANCE REQUEST 55123 Grindstone Rd W, Sandstone

The applicant has requested a variance from Sections 5.2.1 and 6.2.1 of the Pine County Shoreland Management Ordinance to construct a replacement garage that does not meet the required ordinary high water level setback of 100'. The existing structure is 90' from the OHWL. The replacement garage has a proposed 120 square foot addition to its footprint with a second story storage space.

Anderson walked through the details provided in the staff report. Anderson stated that the property has a natural shoreline with decent tree coverage. He also affirmed that the existing garage's south end is sluffing.

Kevin Wahlberg spoke in support of his application, stating that the garage needed to be replaced and that he needs more storage space. He believes the lot had historic fill and that the native soil is not sufficient for construction. By reconstructing the structure in the same location on existing fill there will be less risk of sluffing and greater building structural integrity.

Orvis commented that in his background in commercial construction it is common to require a soil correction as deep as 12' to accommodate a building. He encouraged an engineered slab or footings.

Anderson pointed out that typically lakeshore structures are between the road and the lake and that usually moving farther from the lake reduces impervious surface. In this case because the proposed structure is on the opposite side of the road as the lake, moving farther back from the lake will increase impervious surface as it extends the driveway.

Chair Thomson opened the public hearing at 6:34pm. No members of the public spoke. The public hearing was closed at 6:34pm.

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

- 1.) The proposed use is allowed in the zoning district the property lies in.
- 2.) The variance is in harmony with the comprehensive plan and the intent of the shoreland ordinance. The structure is being re-built due to aging and wear. Also, it will not extend closer to the lake.
- 3.) The variance is consistent with the character of the locality. It will blend in well with the neighborhood.
- 4.) A practical difficulty exists on the property that prevents the owner from complying with the ordinance due to inadequate soils for construction.
- 5.) The proposed use is reasonable.

Motion by Orvis to approve the variance to construct a 120 square foot garage lateral addition and upper-level storage space as proposed with the following contingencies:

- 1.) **Upper story of garage is only authorized as unfinished storage space at this time. Any future intent to finish said space must comply with applicable zoning requirements.**
- 2.) **It is recommended, not required, to utilize 5' frost footings given the soil conditions of the site.**

Second by Clark. Motion carried, 5-0

FUDURICH VARIANCE REQUEST 28640 Wilderness Retreat, Pine City

The applicant has requested an after-the-fact variance from Sections 5.2.1 and 6.2.1 of the Pine County Shoreland Management Ordinance to construct a 64 square foot lean-to addition on a nonconforming structure that does not meet the 75' setback from the ordinary high water level. A variance is also required from Section 11.11 of the Pine County Floodplain Management Ordinance as the existing structure is nonconforming with the flood fringe standards of Section 5.0 of said ordinance.

Anderson walked through the details provided in the staff report. He stated that the DNR has affirmed the dwelling is not within the mapped Floodway District, though the DNR commented that the floodway map is not correct. Nevertheless, the DNR agrees it is legal to grant a variance. They've recommended a condition that the lean-to may not be enclosed in the future. Anderson pointed out the uniqueness of the lot in that it has a steep slope (nearly a bluff), with wetlands at the toe of the bluff. These features make it impractical or impossible to build in any other location on the property.

Bob Fudurich spoke in support of his application and described his disappointment that the local contractor he hired had no knowledge of permit requirements. He agreed with Mr. Anderson that there is no other place to build a compliant dwelling and there is very little space to construct a storage building on the property in any other location.

Chair Thomson opened the public hearing at 6:54pm. No members of the public spoke. The public hearing was closed at 6:54pm.

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

- 1.) The proposed use is allowed in the zoning district the property lies in.
- 2.) The variance is in harmony with the comprehensive plan and the intent of the shoreland ordinance. The green roofing improves the structure as does the filling of a void in the geometry of the structure.
- 3.) The variance is consistent with the character of the locality.
- 4.) A practical difficulty exists on the property that prevents the owner from complying with the ordinance. Due to wetlands there is no way to move the structure back from the river.
- 5.) The proposed use is reasonable.
- 6.) The proposal meets the requirements of Section 10.33 of the Pine County Floodplain Management Ordinance.
- 7.) The variance is the minimum necessary to afford relief. The addition does not provide living space.

Motion by Grill to approve the variance to construct a 64 square foot lean-to addition to the existing structure with the following conditions:

- 1.) **The applicant's three lots must be combined into a single tax parcel as they do not comply with the lot dimensional standards either singularly or when all combined. Combination of the lots brings greater compliance to the property.**
- 2.) **The lean-to addition may not be enclosed, screened, floored, or otherwise made into living space.**

Second by Nelson. Motion carried, 5-0

OLD BUSINESS

Zoning Administrator Update

Campgrounds

Anderson stated that due to high workload volume staff have not done research on campground definitions as directed by the Board at their April meeting. However, staff have solicited a bid from a land use attorney to receive ordinance recommendations to find issues of enforceability and poor definition. Most zoning ordinance amendments have been crafted reactively to issues experienced. This process seeks to get greater expertise on finding issues before they arise.


County Subdivision Ordinance and Pine City Township

Anderson shared an email provided by Bradley Buys, Chair of the Pine City Township Board of Supervisors. The letter, which is entered into the record, describes Pine City Township's displeasure with how the County processed the Old Chengwatana Plat application in 2020. Anderson had opened the conversation with the township recently as the township is developing its own subdivision ordinance. Anderson questioned the

application in 2020. Anderson had opened the conversation with the township recently as the township is developing its own subdivision ordinance. Anderson questioned the Zoning Board if they were interested in seeking opportunities to improve the platting procedure so that a similar experience does not happen again. The Zoning Board felt they were in fact sympathetic to township interests, as many of them participate in their local townships. They also recalled the advice of their attorney to not yield the process based on township ordinances, which are to be enforced by townships. Future improvements may be achieved through better communication and not necessarily ordinance amendments at this time.

ADJOURN

Chair Thomson adjourned the meeting at 7:17pm.



~~Patrick Schifferdecker~~
~~Zoning Board Secretary~~
Sue Grill
Vice Chair



Skip Thomson
Zoning Board Chair



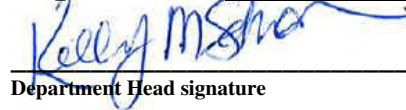
AGENDA REQUEST FORM

Date of Meeting: July 5, 2022

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

Agenda Item: Applications

Department: Auditor-Treasurer



Department Head signature

Background information on Item:

Repurchase Application: Kelly Lange, daughter of deceased owner, Thomas Crawford at the time of forfeiture to repurchase the parcel at 9104 Bass Lake Rd, Sandstone (PID 27.5089.000) on a four year contract. The property forfeited for non-payment of property taxes in 2022. Given the fact no probate documents were presented, the ownership of the property will be placed back with Mr. Crawford.

Temporary Liquor License: Rock Creek Lions for a car show held on September 10, 2022 at Heidelberger's, 3923 State Hwy 70, Pine City MN (Royalton Township).

License is pending Sheriff's office background checks and state approval.

Action Requested:

Consider Resolutions 2022-36 authorizing Kelly Lange, daughter of deceased owner, Thomas Crawford at the time of forfeiture to repurchase the parcel at 9104 Bass Lake Rd, Sandstone (PID 27.5089.000) on a four year contract. The title to the property will be place in Mr. Crawford's ownership.

Authorize County Auditor-Treasurer Schroeder to sign the liquor license application.

RESOLUTION 2022-36

WHEREAS, Kelly Lange daughter of the deceased owner at the time of foreclosure, Thomas Crawford, has made and filed an application with the County Auditor for the repurchase of the hereinafter described parcel of tax forfeited land in accordance with the provisions of Minnesota Statutes 1945, Section 282.241, as amended, which land is situated in the County of Pine, Minnesota, and described as follows, to-wit:

Lot Five (5), Bass Lake Shores, Section Thirty-One (31), Township Forty-Three (43), Range Twenty-One (21)
Parcel 27.5089.000

WHEREAS, said applicant has submitted the required application for repurchase said property on a four year contract to the Pine County Auditor;

WHEREAS, this Board is of the opinion that said application should be granted to remedy an undue hardship or injustice caused by for forfeiture and it is in the interest of the public to do so;

NOW THEREFORE BE IT RESOLVED, that the application of Stearns Bank, on behalf of Gail S. Mattson for the repurchase of the above described parcel of tax forfeited land be and the same is hereby granted. The County Auditor is hereby authorized and directed to permit such repurchase, according to the provisions of Minnesota Statutes 1945, Section 282.241, as amended and place the title of the property in Thomas Crawford's ownership since no probate documents were presented.

Dated this 5th day of July, 2022.

Attest:

Stephen M. Hallan
Chair, Board of County Commissioners
Pine County, Minnesota

David J. Minke
Pine County Administrator



AGENDA REQUEST FORM

Date of Meeting: 07/05/2022



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other

Agenda Item: Accept donation

Department: VSO

Rebecca Foss

Department Head signature

Background information on Item:

Accept a \$100 donation by Richard Hopkins to the Veterans Services Office (VSO) for outreach expenses.

Action Requested:

Accept the \$100 donation from Richard Hopkins to the VSO for outreach expenses.

Financial Impact:

Donations help to increase efforts associated with continual outreach by the VSO to ensure we are serving as many veterans as possible in Pine County.



AGENDA REQUEST FORM

Date of Meeting: July 5th, 2022



County Board



Consent Agenda



Regular Agenda

5 mins.



10 mins.



15 mins.



Other



Personnel Committee



Other _____

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

Department: Pine County Sheriff's Office

Department Head signature

Background information on Item:

The Pine County Sheriff's Office K9 Program received anonymous donations totaling \$209.45 in June.

Action Requested:

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

Financial Impact:

These donations will help offset expenditures for the K9 program.



AGENDA REQUEST FORM

Date of Meeting: July 5, 2022

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

Agenda Item: Grand Casino Hinckley Donation

Department: Auditor-Treasurer



Department Head signature

Background information on Item:

For many years (at least prior to 2005), Grand Casino Hinckley provides a quarterly donation to the Sheriff's office in the amount of \$23,000. Minnesota Statute 465.03 requires that all grants, gifts or devise of real or personal property must be accepted by a two-thirds majority of the members of the County Board. This is not something we have done with this donation; however, the State Auditors are requesting that we begin doing so.

Action Requested:

Consider accepting the following donations from Grand Casino Hinckley to the Sheriff's office:

March 8, 2022 for 2nd Quarter 2021; \$23,000

June 14, 2022 for 3rd Quarter 2021; \$23,000

TOTAL: \$46,000

Financial Impact:

These donations help offset the expenses in the Sheriff's office.



AGENDA REQUEST FORM

Date of Meeting: July 5, 2022



County Board



Consent Agenda



Regular Agenda

5 mins

☐

10 mins

☐

15 mins

☐

Other

☐

Personnel Committee



Other

Agenda Item: Joint Powers Agreement 178605 - Amendment 2

Department: Pine County Sheriff's Office - Jail

Department Head signature

Background information on Item:

Annually the Pine County Jail enters into a Joint Powers Agreement with the Minnesota Department of Corrections for Work Release Services. Pine County Jail will provide work release services under the rules and regulations of the Minnesota Department of Corrections Work Release Program Manual as provided by the State authorized representative.

The original contract is being amended to continue services for an additional year ending June 30, 2023. Also extending the total obligation of the state from current \$160,000 to a maximum obligation of \$240,000. All rates remain the same.

See attached Amendment #2 to include Amendment #1 and the original agreement #178605

Action Requested:

Request board approval of JPA 178605 Amendment #2 and appropriate signatures.

Financial Impact:

None. States original maximum obligation was \$80,000 for year ending 2021. Amendment #1 added \$80,000 for year ending 2022 and Amendment #2 is adding another \$80,00 for year ending 2023.

STATE OF MINNESOTA ENCUMBRANCE WORKSHEET

State Accounting Information:**SWIFT Contract No.** 178605 Amendment 2

3-145548

PO No.: _____

Agency: P78 Corrections	Fiscal Year(s): FY23	Vendor Number: 0000197310
Total Amount of Contract: \$240,000.00		
Category Code: 92101700		
Account Code: 411317		

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 1000	Fund:	Fund:
AppropID: P786710	AppropID:	AppropID:
Fin DeptID: P7836701	Fin DeptID:	Fin DeptID:
Project (3000 fund only):	Project (3000 fund only):	Project (3000 fund only):
Amount: \$80,000.00	Amount:	Amount:

Contract Start Date: July 01, 2020**Expiration Date:** June 30, 2023**Contractor Name and Address:** Pine County - Pine County Sheriff's Office, 635 Northridge Drive NW, Suite 130, Pine City, MN 55063.

Social Security or Federal Employer I.D. No: 41 - 6005864

Minnesota Tax I.D. No. (if applicable): 8027146

AMENDMENT COVER SHEET**(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)****Instructions:**

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

Agency: Corrections (Work Release) **Name of Contractor:** Pine County

Current Contract Term: 7/1/20 – 6/30/22 **Project Identification:** 178605

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.

1. ☒ Amendment to the Expiration Date of the contract

- a. Proposed New Expiration Date: 6/30/2023
- b. Why is it necessary to amend the Expiration Date? *DOC would like services under this agreement to continue for an additional year.*

2. ☒ Amend Duties and Cost ☐ Amend Duties Only

- a. Describe the amendment: *The nature of the services is not changing, this amendment just extends them for another year.*
- b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

Original Agreement: \$80,000.00

Amendment 1: \$80,000.00

Amendment 2 (This amendment): \$80,000.00

3. ☐ Amendment to change other terms and conditions of the contract:

- a. Describe the changes that are being made:

Amendment 2 to Joint Powers Agreement 178605

Contract Effective Date:	<u>July 1, 2020</u>	Total Contract Amount:	<u>\$240,000.00</u>
Original Contract Expiration Date:	<u>June 30, 2021</u>	Original Contract:	<u>\$80,000.00</u>
Current Contract Expiration Date:	<u>June 30, 2022</u>	Previous Amendment(s) Total:	<u>\$160,000.00</u>
Requested Contract Expiration Date:	<u>June 30, 2023</u>	This Amendment:	<u>\$80,000.00</u>

This amendment is by and between the State of Minnesota, acting through its Commissioner Corrections, Department of Corrections, Work release Unit, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 ("State") and Pine County-Pine County Sherriff's Office whose designated business address is 635 Northridge Drive NW, Suite 130, Pine City, MN 55063 ("Governmental Unit"). State and Governmental Unit may be referred to jointly as "Parties."

Recitals

1. The State has a Joint Powers Agreement with the Governmental Unit identified as 178605 ("Original Contract") to provide work release services.
2. The Original Contract is being amended to continue services for an additional year.
3. The Parties are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 1. "**Term of Agreement**" is being amended as follows:

1. Term of Agreement

- 1.1 **Effective date.** July 1, 2020, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 **Expiration date.** June 30, ~~2021~~ 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 3. "**Payment**" is as follows:

The State will pay Sixty and 00/100 dollars (\$60.00) per day per State offender participating in the Governmental Unit's work release program and twenty one dollars and 12/100 (\$21.12) per day per offender on Phase 2 (electronic monitoring/GPS; for offender's participating in the Contractor's work release program) inclusive of date of arrival and not inclusive of date of departure. Payment will be consistent with the fiscal section in the Work Release Program Guidelines Manual. This agreement does not include any additional reimbursement for travel and subsistence expenses incurred by the Governmental Unit in the performance of this agreement.

The total obligation of the State under this agreement will not exceed ~~Eighty~~ Two Hundred Forty Thousand dollars and 00/100 (~~\$80,000.00~~ \$240,000.00).

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. State Encumbrance Verification

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

Print Name: Mary Myers
Signature: Mary Myers
Title: Acctg Off Date: 6/22/2022
SWIFT Contract No. 178605 PO#3- 3-145548

2. Governmental Unit

Print Name: Rodney williamson
Signature: _____
Title: _____ Date: _____

Print Name: _____
Signature: _____
Title: _____ Date: _____

3. State Agency

With delegated authority

Print Name: _____
Signature: _____
Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____
Signature: _____
Title: _____ Date: _____
Admin ID _____

AMENDMENT COVER SHEET**(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)****Instructions:**

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3. Admin will retain this cover sheet for its files.

Agency: Corrections (Work Release) **Name of Contractor:** Pine County**Current Contract Term:** 7/1/20 – 6/30/21 **Project Identification:** 178605

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.**1. ☒ Amendment to the Expiration Date of the contract**

- a. Proposed New Expiration Date: 6/30/2022
- b. Why is it necessary to amend the Expiration Date? *DOC would like services under this agreement to continue for an additional year.*

2. ☒ Amend Duties and Cost☐ Amend Duties Only

- a. Describe the amendment: *The nature of the services is not changing, this amendment just extends them for another year.*
- b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

*Original Agreement: \$80,000.00**Amendment 1 (This amendment): \$80,000.00***3. ☐ Amendment to change other terms and conditions of the contract:**

- a. Describe the changes that are being made:

Amendment 1 to Joint Powers Agreement 178605

Contract Effective Date:	<u>July 1, 2020</u>	Total Contract Amount:	<u>\$160,000.00</u>
Original Contract Expiration Date:	<u>June 30, 2021</u>	Original Contract:	<u>\$80,000.00</u>
Current Contract Expiration Date:	<u>June 30, 2021</u>	Previous Amendment(s) Total:	<u>NA</u>
Requested Contract Expiration Date:	<u>June 30, 2022</u>	This Amendment:	<u>\$80,000.00</u>

This amendment is by and between the State of Minnesota, acting through its Commissioner Corrections, Department of Corrections, Work release Unit, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 ("State") and Pine County-Pine County Sherriff's Office whose designated business address is 635 Northridge Drive NW, Suite 130, Pine City, MN 55063 ("Governmental Unit"). State and Governmental Unit may be referred to jointly as "Parties."

Recitals

1. The State has a Joint Powers Agreement with the Governmental Unit identified as 178605 ("Original Contract") to provide work release services.
2. The Original Contract is being amended to continue services for an additional year.
3. The Parties are willing to amend the Original Contract as stated below.

Contract Amendment

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- 1.1 **Effective date.** July 1, 2020, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 **Expiration date.** ~~June 30, 2021~~ June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 3. "Payment" is as follows:

The State will pay Sixty and 00/100 dollars (\$60.00) per day per State offender participating in the Governmental Unit's work release program and twenty one dollars and 12/100 (\$21.12) per day per offender on Phase 2 (electronic monitoring/GPS; for offender's participating in the Contractor's work release program) inclusive of date of arrival and not inclusive of date of departure. Payment will be consistent with the fiscal section in the Work Release Program Guidelines Manual. This agreement does not include any additional reimbursement for travel and subsistence expenses incurred by the Governmental Unit in the performance of this agreement.

The total obligation of the State under this agreement will not exceed ~~Eighty One Hundred Sixty~~ Eighty One Hundred Sixty Thousand dollars and 00/100 (~~\$80,000.00~~ \$160,000.00).

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. State Encumbrance Verification

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

Print Name: DocuSigned by: Mary Myers
Signature: Mary Myers
Title: Acctg Officer Date: 5/12/2021
SWIFT Contract No. 178605 PO#3-

3. State Agency

With delegated authority

Print Name: DocuSigned by: Curtis Shanklin
Signature: Curtis Shanklin
Title: Deputy Commissioner Date: 6/1/2021

2. Governmental Unit

Print Name: Stephen M. Hallan
Signature: Stephen M. Hallan
Title: Board Chair Date: May 4, 2021

Print Name: David J. Minke
Signature: David J. Minke
Title: County Administrator Date: May 4, 2021

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: DocuSigned by: Sara Freedland
Signature: Sara Freedland
Title: AMS Date: 6/8/2021
Admin ID 66918 66918

Contract No. 178605

STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its commissioner of corrections, Department of Corrections, Work Release Unit, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 ("State") and Pine County - Pine County Sheriff's Office, 635 Northridge Drive NW, Suite 130, Pine City, MN 55063 ("Governmental Unit").

Recitals

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of work release services.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** *July 1, 2020*, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** *June 30, 2021*, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties

- 2.1 The State will refer State offenders who:
 - a) meet the criteria and screening for work release as established in Minn. Stat. § 241.26 and State policy 205.120 located at www.doc.state.mn.us, which is incorporated by reference;
 - b) have security requirements that are met by the Governmental Unit's work release program, and;
 - c) have a release plan that incorporates the geographical area of the Governmental Unit.
- 2.2 The Governmental Unit and State must mutually agree on the State offender placement in the Governmental Unit's work release program.
- 2.3 The Government Unit will provide work release services under the rules and regulations of the Minnesota Department of Corrections Work Release Program Manual, as provided by the State authorized representative.

3 Payment

The State will pay Sixty and 00/100 dollars (\$60.00) per day per State offender participating in the Governmental Unit's work release program and twenty one dollars and 12/100 (\$21.12) per day per offender on Phase 2 (electronic monitoring/GPS; for offender's participating in the Contractor's work release program) inclusive of date of arrival and not inclusive of date of departure. Payment will be consistent with the fiscal section in the Work Release Program Guidelines Manual. This agreement does not include any additional reimbursement for travel and subsistence expenses incurred by the Governmental Unit in the performance of this agreement.

The total obligation of the State under this agreement will not exceed Eighty Thousand dollars and 00/100 (\$80,000.00).

4 Authorized Representatives

The State's Authorized Representative is Terry Byrne, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108, Phone 651-361-7127, or his successor. Terry.byrne@state.mn.us

The Governmental Unit's Authorized Representative is Rod Williamson, Jail Administrator, 635 Northridge Drive, NW, Suite 130, Pine City, MN 55063, Phone: 320-591-1458 or his/her successor. Rodney.Williamson@co.pine.mn.us

Contract No. 178605

5 Assignment, Amendments, Waiver, and Contract Complete

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

6 Indemnification

In the performance of this contract by the Governmental Unit, or Governmental Unit's agents or employees, the Governmental Unit must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Governmental Unit's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligation under this contract.

7 State Audits

Under Minnesota Statute § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

8 Government Data Practices

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

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

9 Venue

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

10 Termination

- 10.1 **Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.
- 10.2 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided

Contract No-178605

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

11 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at

<http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

12 Prison Rape Elimination Act Compliance

Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring and PREA standards require an outside independent audit.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Mary Myers

Date: 6/23/20

SWIFT Contract No. 178605/PO 3-125704

2. GOVERNMENTAL UNIT

By: [Signature]

Title: County Administrator

Date: July 7, 2020

By: [Signature]

Title: Board Chair

Date: July 7, 2020

3. STATE AGENCY

DocuSigned by:

Curtis Shanklin

By: 3449B1EDDB4649A...

(with delegated authority)

Title: Deputy Commissioner Curtis Shanklin

Date: 7/13/2020

4. COMMISSIONER OF ADMINISTRATION

DocuSigned by:
As delegated to the Office of State Procurement

Sara Friedland

By: 9879A511B468482...

Date: 7/13/2020

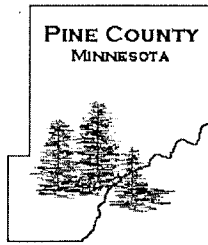
66918

Distribution:

Agency

Governmental Unit

State's Authorized Representative - Photo Copy



AGENDA REQUEST FORM

Date of Meeting: July 5th, 2022



County Board

☒ Consent Agenda

☐ Regular Agenda

5 mins. ☐

10 mins. ☐

15 mins. ☐

Other ☐



Personnel Committee



Other _____

Agenda Item: Consider Approval of New Hire

Department: Probation


Department Head Signature

Background information on Item:

Kersten Jensen has been hired by the Probation Department, contingent on a successful background check and urinalysis, effective July 11th, 2022.

Action Requested:

Consider approval of the hiring of Probation Case Aide Kersten Jensen, effective July 11th, 2022, Grade 4, Step 1, \$18.24 per hour, contingent upon completion of a successful background check and urinalysis.

Financial Impact:

Probation has budgeted for this position and is within budget for 2022.



AGENDA REQUEST FORM

Date of Meeting: July 5, 2022

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

Agenda Item Assessor Courses to Maintain License

Department: Assessor

Lorri L. Houtsma

Department Head signature

Background information on Item:

Minnesota Statute 270C.9901 requires every individual who appraises or physically inspects real property in determining its valuation and/or classification for property tax purposes have or obtain the license level of an Accredited Minnesota Assessor or a Senior Accredited Minnesota Assessor. Once this has been obtained, they must sustain their licenses by attending a variety of courses and obtaining 50 and 60 continuing education credits respectively, in every four-year cycle (current cycle is July 1, 2020 – July 1, 2024).

Action Requested:

Consider Jennifer Christensen, Senior Property Appraiser to attend the PACE course-Assessing Lakeshore Property on August 11, 2022, at the Hubbard County Law Enforcement Center, 210 Court Avenue, Park Rapids, Minnesota.

Financial Impact:

The course cost is \$50.00. Lodging expenses are \$105.96. Meals are not included and are estimated at \$34.00. Mileage will be calculated at .625 per mile. All expenses are within the 2022 Assessor's office budget.



AGENDA REQUEST FORM

Date of Meeting: 07/05/2022



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other

Agenda Item: Authorize attendance at conference

Department: HHS

Rebecca Foss

Department Head signature

Background information on Item:

Social Services Case Aides Laurie Plessel and Jessica Nichols have requested to attend the Minnesota County HHS Accountant's Conference in Alexandria from August 24 - 26.

Action Requested:

Authorize Case Aides Laurie Plessel and Jessica Nichols to attend the MN County HHS Accountant's Conference in Alexandria from August 24 - 26.

Financial Impact:

Registration: \$100/person; \$200 total

Accommodations (meals included): \$548.05/person; \$1,096.10 total

Travel: \$331.56 total

Total cost: \$1,627.66

There are funds in the HHS budget to cover the expenses associated with attendance at the conference.



AGENDA REQUEST FORM

Date of Meeting: July 5, 2022



County Board

☐ Consent Agenda

☒ Regular Agenda

5 mins.



10 mins.



15 mins.



Other



Personnel Committee



Other _____

Agenda Item: State Aid Advance Resolution

Department: Pine County Public Works


Department Head signature

Background information on Item:

Resolution to Advance State Aid Funding due to increased construction costs in 2022.

Action Requested:

Approve Resolution

Financial Impact:

Will reduce 2023 state aid construction allotment by \$2,538,122.26.

PINE COUNTY RESOLUTION 2022-37

WHEREAS, the County of PINE is planning to implement County State Aid Street Project(s) in 2022 which will require State Aid funds in excess of those available in its State Aid Regular Construction Account, and

WHEREAS, said County is prepared to proceed with the construction of said project(s) through the use of an advance from the County State Aid Construction Fund to supplement the available funds in their State Aid Regular Construction Account, and

WHEREAS, the advance is based on the following determination of estimated expenditures:

Account Balance as of date June 28, 2022	\$ <u>1,068,547.03</u>
Less estimated disbursements:	
Project # <u>058-628-014</u>	\$ <u>3,606,669.29</u>
Project # _____	\$ _____
Project # _____	\$ _____
Project # _____	\$ _____
Bond Principle (if any)	\$ _____
Project Finals (overruns-if any)	\$ _____
Other _____	\$ _____
Total Estimated Disbursements	\$ <u>3,606,669.29</u>
Advance Amount (amount in excess of acct balance)	\$ <u>-2,538,122.26</u>

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.08, Subd. 5 & 7 and Minnesota Rules, Chapter 8820, and

WHEREAS, the County acknowledges advance funds are released on a first-come-first-serve basis and this resolution does not guarantee the availability of funds.

NOW, THEREFORE, Be It Resolved: That the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved County State Aid Highway Project(s) of the County of PINE in an amount up to \$ 3,606,669.29 in accordance with Minnesota Rules 8820.1500, Subp. 9. I hereby authorize repayments from subsequent accruals to the Regular/Municipal Construction Account of said County from future year allocations until fully repaid.

Stephen M. Hallan

I, David J. Minke, duly appointed and qualified Administrator in and for the County of Pine, do hereby certify that the above is a true and full copy of a resolution duly adopted by the County Board of PINE County, State of Minnesota, assembled in regular/special session on the 5th day of July 2022.

County of Pine

County Administrator



AGENDA REQUEST FORM

Date of Meeting: July 5, 2022



County Board

☐ Consent Agenda

☐ Regular Agenda

5 mins.



10 mins.



15 mins.



Other



Personnel Committee



Other _____

Agenda Item: Master Partnership Contract with MN DOT

Department: Pine County Public Works

Nancy A. LeB
Department Head signature

Background information on Item:

Master Partnership Contract between Pine County and MNDOT.

Action Requested:

Approve and sign resolution

Financial Impact:

None

**STATE OF MINNESOTA
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the "State" and the Pine County, acting through its County Board, in this contract referred to as the "Other Party."

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a "road authority" as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a "Work Order" contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Contract

1. **Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**
 - 1.1. **Effective Date:** This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State's Authorized Representative.
 - 1.2. **Expiration Date.** This Contract will expire on June 30, 2027.
 - 1.3. **Exhibits.** Exhibit A is attached and incorporated into this agreement.
 - 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of "Providing Party" and "Requesting Party".** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. "Requesting Party" is defined as the party requesting the other party to perform work under a work order contract. "Providing Party" is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring a Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services "means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task." Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
 - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
 - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will

furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
 - 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
 - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
 - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
 - 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
 - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
 - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
 - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
 - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
 - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
 - 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - d. All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

- 6.1. In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed \$250,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.
- 7.4. **Payment**
 - 7.4.1. **Generally.** The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
 - 7.4.2. **Payment by the Other Party.**
 - a. The Other Party will make payment to the order of the Commissioner of Transportation.
 - b. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.**
 - c. Remit payment to the address below:
MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1050295W[XX] and Invoice Number: 00000[#####]
(see note above)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155
 - 7.4.3. **Payment by the State.**
 - a. **Generally.** The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
 - b. **Retainage for Professional and Technical Services.** For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

- 8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

9. State's Authorized Representative and Project Manager

- 9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 9.2. The State's Project Manager will be identified in each work order contract.

10. Other Party's Authorized Representative and Project Manager

- 10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.
- 10.2. The Other Party's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability

- 12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

- 13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

- 14.1. **Government Data Practices.** The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.
- 14.2. **Intellectual Property Rights**

14.2.1. Intellectual Property Rights. The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. Obligations with Respect to Intellectual Property.

- a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

- 15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:
- 15.2. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

- 15.3. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.4. **Minn. R. Parts 5000.3400-5000.3600.**
 - 15.4.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - 15.4.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
 - a. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - b. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - e. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
 - 15.4.3. **Consequences.** The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
 - 15.4.4. **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers' Compensation

- 16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. Publicity

- 17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. **Data Practices Act.** Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

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

19. Prompt Payment; Payment to Subcontractors

- 19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. Minn. Stat. § 181.59.

- 20.1. The Other Party will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. Termination; Suspension

- 21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Other Party for Convenience.** The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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

22. Data Disclosure

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

23. Defense of Claims and Lawsuits

- 23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

- 24.1. NONE

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OTHER PARTY

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Date: _____

Title: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Master Partnership Contract Program FY 2023-2027

Source Code	Title	Description
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2819	Bridge Curb, Walk And Railing	
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2855	Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance. All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A followed by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.
2828	Bridge Inspection-Federal Fund	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
2824	Bridge Inspection-Non-Federal	
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
2847	Bridge Poured/ Relief Joint Seal	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance).
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. Includes administering central facilities maintenance and facilities capital budgets.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.

Source Code	Title	Description
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1802	Construction Surveying	Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying
2106	Crack Sealing	All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
1800	Field Inspection	All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project. Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met.
1040	Final Design Surveys	All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM.
0601	Gen Training Preparation - Delivery	Use for time, materials, and travel expenses when developing or delivering training. Includes course preparation, designing materials, and managing training records.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. Includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.

Source Code	Title	Description
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
2660	Misc Revenue	Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for gravel sold to contractors and others.
2822	Miscellaneous Bridge Maintenance	Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
2406	Plowing & Material Application	Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using mobile equipment. Includes changing cutting edges during event and related traffic control.
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3007	Radio/Electronic System Engineering	Use for design of microwave, radio and miscellaneous electronic systems.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.

Source Code	Title	Description
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control. All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests. Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.
1182	Soils/Foundation Field/Laboratory Tests	
1879	State Furnished Materials	
1738	State Project - Specific Materials Inspection	Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices). Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects. Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit. Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities. Use when providing technical assistance to an organization external to MnDOT.
1434	Structural Metals Inspection-Non DOT	
2629	Supplies & Small Tools	
0152	Support Services	
1312	Tech Assist-Outside MnDOT	
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC. Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
1876	Traffic Counting	
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. Use with

Source Code	Title	Description
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1500	Traffic Mgt System Maintenance	Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters, cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
1870	Traffic Signal Maintenance	Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.

Resolution for Master Partnership with MnDOT

RESOLUTION 2022-38

Whereas, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

Whereas, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

Whereas: the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write "work orders" against a master contract would provide the greatest speed and flexibility in responding to identified needs.

Therefore, be it resolved:

1. That the County Board of Pine County enters into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the County Board.
2. That the proper Pine County officers are authorized to execute such contract, and any amendments thereto.
3. That the County Engineer is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and may execute such work order contracts on behalf of the County Board of Pine County without further approval by this County Board.

Approved this 5th day of July, 2022.

Attest:

By: _____

Title: _____

Date: _____



AGENDA REQUEST FORM

Date of Meeting: July 5, 2022

☒ **County Board**

☐ **Consent Agenda**

☐ **Regular Agenda**

5 mins. X 10 mins. ___ 15 mins. ___ Other ___

☐ **Personnel Committee**

☐ **Other** _____

Agenda Item: Set 2023 Budget Schedule

Department: Administration

Department Head signature

Background information on Item:

Each year the county board approves an annual budget. The budget is an estimate of revenues and expenditures, and the budget appropriations convey legal authority to expend public funds. The budget schedule is driven by the statutory deadlines for the proposed and final property tax levy.

Minnesota Statute 275.065 requires that counties adopt a proposed levy and certify it to the county auditor by September 30 and Minnesota Statutes 275.07 requires that the final levy is adopted and certified within five business days after December 20.

Below is a proposed budget schedule. The schedule provides one meeting for the Auditor / Treasurer to provide a budget overview, two meetings for department budget presentations and one meeting for additional county board discussion. There are also two optional meetings identified which can be called if needed.

Meeting	Date	Description	Location
#1-Regular	August 2	2023 budget overview	Board Room
#2-Special	August 23 9:30 a.m.	Department Presentations	Board Room
#3-Special	August 25 9:30 a.m.	Department Presentations	Board Room
#4-Special	August 30 Time TBD	Optional meeting -called if necessary	Board Room
#5-Regular	September 6	Commissioner Discussion	Board Room
#6-Regular	September 20	Set Preliminary Levy	NPGC-Sandstone
#7-Special	September 27 Time TBD	Optional meeting—called if necessary. Preliminary levy must be certified by September 30	Board Room

Additional budget meetings will be held as necessary in October, November, and December to get to a final budget and levy by the statutory deadline.

Action Requested:

Set the budget schedule

UNAPPROVED
Pine County Housing & Redevelopment / Economic Development Authority
Regular Meeting Minutes – June 22, 2022 1:00 PM
North Pine Government Center - 1602 Hwy 23 No., Sandstone, Minnesota

Members present: Henry Fischer, Leah Jackson, Steve Oswald, Traver Gahler

Members absent: Mary Kay Sloan

Others present: HRA/EDA Executive Director/County Administrator David Minke (remotely), President of SMR Management, Inc. Joleen Pfau, County Commissioner JJ Waldhalm, Economic Development Coordinator Lezlie Sauter, IT Director Ryan Findell (remotely).

1. Chair Sloan was absent so Vice Chair Gahler called the meeting to order at 1:00 pm.
2. The pledge of allegiance was said.
3. *Motion by Fischer to approve the agenda seconded by Jackson as presented. Motion carried 4-0.*
4. *Motion by Jackson, seconded by Fischer to approve minutes of the May 25, 2022 board meeting. Motion carried 4-0.*
5. There was no correspondence.
6. Operational Reports (SMR Management)
 - 6.1 Joleen Pfau of SMR Management gave the management report, stating that they are still transitioning from Integrity Property Management (IPM) within HUD's system. On-site managers are getting to know the residents. IPM is very responsive and has been helpful in the transition. The overall operating loss shown is due to the \$30,000 payment for the 2019 and 2020 audits.
 - 6.2 Pfau also gave the monthly financial report, including the balance sheet, bank reconciliation report noting that the transition of having HUD deposits to go into the new bank account is still in process.
 - 6.3 Update on Certificate of Deposits was given in the financial report by Pfau.
 - 6.4 Update on 2021 Audit was given by Pfau that it will be started on July 11, 2022 with assistance from Kelly Schroeder, Pine County Auditor/Treasurer.
 - 6.5 Update was given by Pfau on depreciation and liabilities which are unknown at this time but will be known after the 2021 audit is finished and will be included in the financial report from there on.
 - 6.6 Current insurance is with North Pine Insurance in Sandstone on the property, liability, director's, and owner's policies renews in July 2022. Pfau recommends renewing these policies, and if the premium increases drastically to go out for bid. Pfau also recommended dropping the deductible from \$5,000 to \$500-\$1,000. County Commissioner JJ Waldhalm suggested having the insurance adjuster to give a value assessment of each property to understand what they are worth at current market prices. Executive Director David Minke asked to have the commercial vehicle coverage be investigated prior to renewal.
Motion by Gahler, seconded by Fischer to take quotes from a local contractor up to \$30,000 for gutters on both properties. Motion carried 3-0, with Oswald abstaining due to a family relationship with a potential vendor.
Motion by Gahler to renew the insurance as presented in the management report, seconded by Jackson. Motion carried 4-0.
7. Resident Communication & Tenant/Building Policies

Executive Director David Minke presented a memo regarding public comment period during meetings, resident/tenant communication and building/tenant policies. Discussion around adding a public comment period to the monthly meetings was had.

Motion by Gahler, seconded by Jackson to add the public comment item to monthly agendas, not to include tenant complaints, and to direct SMR management to review and update tenant/building policies for future review and adoption by the board. Motion carried 4-0.

8. City of Pine City – Hillside Court Apartments

Minke reported that this could be tabled for a future meeting, at the discretion of the City of Pine City.

9. Committee Reports

9.1 Facility Management (Jackson, Gahler, Pfau) The committee met prior to the board meeting, the 10 year capital improvement plan is being developed and inspections are being scheduled in July to assist with this project.

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

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

9.3.1 Sauter presented a marketing opportunity through Shrpa.com to augment tourism marketing for Pine County attractions and businesses. *Motion by Gahler, seconded by Oswald to approve the request of \$1,000 to contribute to Shrpa.com as part of Pine County's membership, contingent on Chisago and Carlton participating in the Old Highway 61 Coalition. Motion carried 4-0.*

9.3.2 Sauter gave a verbal update on the Pine County Broadband Grant program which closed its application window on Friday, June 17. Eleven proposals were received, and the evaluation committee intends to have its recommendation to the Pine County Board at their July 19, 2022 meeting.

10. Resolution Appointing Executive Director

Motion by Jackson, seconded by Gahler to approve Resolution 2022-02 appointing David Minke as the Pine County HRA-EDA Executive Director effective January 26, 2022. Motion carried 4-0.

11. Adjourn *Motion to adjourn by Fischer, seconded by Jackson. Motion passed 4-0. Meeting adjourned at 2:20 pm.*

Next Regular Meeting, July 27, 2022 - 1:00 pm, North Pine Government Center, Sandstone, Minnesota.

ATTEST:

David J. Minke
Executive Director

Mary Kay Sloan
Board Chair