

ADDITIONS/REVISIONS/CORRECTIONS

Regular Meeting

April 5, 2022

Revision: Regular Agenda #8: Application for Community Projects Program

Revise to reflect submission of the application of the federal Community Projects Program to both Senator Klobuchar and Senator Smith's Office.

Addition: Other

- 10.A Consider approval of Resolution 2022-21 Supporting Senate File 2793 and House File 3073 Encouraging Equitable Funding for Payment In Lieu of Taxes (PILT) Payments
- 10.B Economic Development Coordinator Lezlie Sauter will provide a hands on/interactive review of the Hometown Fiber Pine County report.
<https://pine-county-broadband-consulting-report-htf.hub.arcgis.com/>
UserName: HTF_Customer
Password: 1Cust@HTF_1234



AGENDA REQUEST FORM

Date of Meeting: April 5, 2022

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

Agenda Item: Consider Resolution 2022-21 Supporting Increased PILT Payments for State-Owned Property

Department: Administration

Department Head signature

Background information on Item:

The Northern Counties Land Use Coordinating Board (NCLUCB) has completed a study showing how the PILT payments from the State of Minnesota have not been distributed equitably to all counties. Generally, as PILT funding has increased, a disproportionate amount has benefited counties in southern Minnesota and the metro area.

Senator Bakk has authored Senate File 2793 and Representative Ecklund has authored House File 2073. Representative Nelson is a coauthor on HF 2073. These bills are intended to address the disparity. The NCLUCB has requested counties consider resolutions of support for the proposed legislation. Pine County is not a member of the NCLUCB.

Action Requested:

Consider Resolution 2022-21 supporting SF 2793 and HF 2073 encouraging equitable funding for PILT payments.

Pine County Resolution 2022-21
Supporting Senate File 2793 and House File 3073
Encouraging Equitable Funding for
Payment in Lieu of Taxes (PILT) Payments

WHEREAS, the Payment in Lieu of Taxes (PILT) Program passed into Minnesota law in 1979 with the statutory purpose “to address the disproportionate impact of state land ownership on local units of government with a large proportion of state land;”

WHEREAS, 95% of all PILT acreage is in the northern half of Minnesota;

WHEREAS, since 1995, nearly all PILT payment increases have gone to counties in the southern portion of Minnesota including metro area counties;

WHEREAS, when PILT payments began in 1979, the greatest disparity between the highest PILT compensated county and the lowest compensated county was 8:1. Today that disparity is 170:1; and

WHEREAS, the principal cause PILT payments are so inequitable across Minnesota is because in 1995, the Acquired Acres category of PILT payments switched from a flat rate to a land value basis while all other major PILT payment categories remained at a flat rate; and

WHEREAS, the Northern Counties Land Use Coordinating Board (NCLUCB) recently completed a comprehensive study on PILT which quantified the above-referenced inequities; and

WHEREAS, Senator Bakk has authored Senate File 2793 and Representative Ecklund has authored House File 3073 to correct these inequities by increasing PILT payments to northern Minnesota counties.

NOW, THEREFORE, BE IT RESOLVED, that the Pine County Board of Commissioners Supports Senate File 2793 and House File 3073 and encourages equitable funding for PILT payments.

Dated this 5th day of April, 2022.

Stephen M. Hallan, Chair
Pine County Board of Commissioners

ATTEST:

David J. Minke, County Administrator



AGENDA
PINE COUNTY BOARD REGULAR MEETING

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

Tuesday, April 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 March 15, 2022 Regular County Board Meeting and Summary for publication
- F) Minutes of Boards, Reports and Correspondence
Pine County Chemical Health Coalition Minutes – March 14, 2022
Pine County Zoning Board Minutes – February 24, 2022
Pine County Surveyor’s Monthly Report – March, 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. **Exempt Permit**

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

- B. Pawn Shop License
- i. Gerald Phillips, as the new lessor of Northern Pawn Shop, 60622 State Highway 23, Finlayson, MN (Finlayson Township)
2. **Pine County Commissioners’ Expense Claim Forms**
Review and consider approval of Commissioners’ Expense Claim Form.
 3. **2022 Timber Auction**
Consider approval of the timber auction tracts and the general terms and conditions of the sale.
 4. **Tax-Forfeit Conveyance Request**
Consider Resolution 2022-19 authorizing the sale of property legally described as Lot 9, Block 27, Townsite of Sandstone Quarries to the City of Sandstone for \$1.00. The City will also be responsible for the fees required to complete the sale. Authorize Board Chair and County Administrator to sign.
 5. **Agreements/Contracts/Grants**
Consider approval of the following agreements/grants and approve Board Chair and County Administrator to sign:
 - A. Pine County Children, Families, and Learning Services Collaborative Agreement, effective January 1, 2022 through December 31, 2026. Health & Human Services is the fiscal host. No financial impact as the collaborative receives funding through local time studies.
 - B. 2022 Minnesota Federal Boating Safety Supplemental Equipment Grant in the amount of \$6,220. This grant may only be used for safety enforcement equipment purchases and will be used to purchase 12 inflatable life jackets and 14 buoys. The grant does not require matching funds.
 6. **Final Payment Contract #2002**
Consider final payment of Contract #2002 in the amount of \$202,644.72 to Knife River Corporation and authorize County Administrator to sign Certificate of Final Contract Acceptance for:

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

7. **New Hire**

Consider authorizing the hiring of the following:

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

8. **Training**

Consider approval of the following training:

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

REGULAR

1. **Public Hearing: Tax Abatement (at 10:00 a.m. or as soon thereafter as practicable)**

- A. Presentation of the project
- B. County Board questions and discussion
- C. Open Public Hearing
- D. Take public testimony
- E. Close Public Hearing
- F. County Board additional discussion if necessary
- G. Consider adoption of Pine County Resolution 2022-17 Approving Property Tax Abatement for the Village Apartments, LLC. Authorize Board Chair and County Administrator to sign.

2. **Public Hearing: 2022 Redistricting Plan (at 10:00 a.m. or as soon thereafter as practicable)**

- A. Presentation of commissioner Redistricting Plan (no boundary changes are required or proposed)
- B. County Board questions and discussion
- C. Open Public Hearing

- D. Take public testimony
- E. Close Public Hearing
- F. County Board additional discussion if necessary
- G. Consider Pine County Resolution 2022-20 adopting County Commissioner Districts.
Authorize Board Chair and County Administrator to sign.

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

Acknowledge Deputy Treasurer Kathy Reiser’s 40 years of employment with Pine County.

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

Motion to reconsider the action taken at the March 1, 2022 board meeting to sell the county’s interest in Outlot A of Jackie’s 1st Addition and to refer the item back to the Land and Zoning Advisory Committee.

5. **Murphy Access Easement Request**

A. Consider Resolution 2022-18 approving easement request and the terms and conditions of the sale. Authorize Board Chair and County Administrator to sign.

B. Consider authorizing Board Chair and County Administrator to execute the deed for the sale of the easement once terms and conditions are met.

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

Approve authorizing Board Chair and County Administrator to sign the Help America Vote Act Grant Agreement.

7. **2021 Highway Annual Report**

Public Works Director/County Engineer Mark LeBrun will present the 2021 Public Works Department Annual Report.

8. **Application for Community Project to Senator Klobuchar’s Office**

Consider approval to submit the application to the federal Community Projects Program through Senator Klobuchar’s office for the Pine County I-35 and Highway 48 Congestion Reduction, Tourism and Development Collaborative between Mille Lacs Corporate Ventures, Mille Lacs Band of Ojibwe, Pine County and the City of Hinckley.

9. **Commissioner Updates**

Arrowhead Counties Association

Lakes & Pines Community Action Council

Technology Committee - Cancelled

NLX Meeting

Housing & Redevelopment Authority/Economic Development Authority

Pine County Education Collaborative Leadership Network meeting

Highway 23 Coalition Annual Meeting

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

AMC Legislative Conference

City of Sandstone meeting

Other

10. **Other**

11. **Upcoming Meetings (Subject to Change)—Location and/or call-in information.**

Contact the organization hosting the meeting for call-in information.

- a. Pine County Board of Commissioners, Tuesday, April 5, 2022, 10:00 a.m., Board Room, Courthouse, 635 Northridge Drive NW, Pine City, Minnesota
- b. Facilities Committee, Wednesday, April 6, 2022, 9:00 a.m., Commissioner Conference Room, Courthouse, Pine City, Minnesota
- c. Personnel Committee, Monday, April 11, 2022, 11:00 a.m., Commissioner Conference Room, Courthouse, Pine City, Minnesota. NOTE CHANGE IN TIME from 9:00 a.m.
- d. East Central Solid Waste Commission, Monday, April 11, 2022, 9:00 a.m., 1756 180th Avenue, Mora, Minnesota
- e. East Central Regional Library Trustees Board, Monday, April 11, 2022, 10:00 a.m., 111 Dellwood St. No., Cambridge, Minnesota
- f. Special Meeting-Committee of the Whole, Tuesday, April 12, 2022, 9:00 a.m., Board Room, Courthouse, Pine City, Minnesota
- g. NE MN Area Transportation Partnership, Wednesday, April 13, 2022, 10:00 a.m.,
- h. Soil & Water Conservation District, Wednesday, April 13, 2022, 3:00 p.m., 1610 Hwy 23 No., Sandstone, Minnesota
- i. Law Library, Thursday, April 14, 2022, 12:00 p.m., Law Library, Courthouse, Pine City, Minnesota
- j. Pine County Board of Commissioners, Tuesday, April 19, 2022, 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota

12. **Adjourn**

**MINUTES
OF THE
PINE COUNTY BOARD MEETING
Regular Meeting**

Tuesday, March 15, 2022 - 10:00 a.m.

North Pine Government Center, 1602 Highway 23 No., Sandstone, Minnesota

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

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

The Pledge of Allegiance was said.

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

Chair Hallan requested the following additions to the Agenda:

- i. Consent Item 7.1 Consider promotion of correction officers Kristi Arnoff and Andrew Degerstrom from part-time to full-time status, effective March 16, 2022.
- ii. Consent Item 8.C Consider approval of any county commissioner interested to attend the Association of Minnesota Counties Leadership Summit, March 30-April 1, 2022, Grandview Lodge, Nisswa. Registration: \$400, Lodging: \$134/night.
- iii. Handouts for discussion during Commissioner Updates: Central Minnesota EMS Region Information Sheet and Foster Parent Support Group flyer.

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

Motion by Commissioner Mohr to approve the Minutes of the March 1, 2022 County Board Meeting and Summary for publication. Second by Commissioner Waldhalm. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence

Pine County Zoning Board Minutes – January 27, 2022

Pine County Land Surveyor Monthly Report – February 2022

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

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

Commissioner Lovgren thanked Economic Development Coordinator Lezlie Sauter for her work in obtaining the \$75,000 broadband grant from the Blandin Foundation.

CONSENT AGENDA

1. Approve February, 2022 Cash Balance

Fund	February 28, 2021	February 28, 2022	Increase/Decrease
General Fund	4,279,954	4,462,588	182,634
Health and Human Services Fund	1,942,706	2,346,262	403,556
Road and Bridge Fund	1,845,418	2,817,201	971,783
COVID Relief	0.00	2,503,513	2,503,513
Land	2,374,934	2,461,114	86,180
Self Insurance	373,110	501,726	128,616
TOTAL (inc non-major funds)	11,973,765	17,387,406	5,413,641

2. February 2022 Disbursements/Claims Over \$2,000

The following vendors with claims of \$2,000 or more, and 423 claims under \$2,000 or not needing approval totaling \$450,597 were paid during the period of February 1, 2022-February 28, 2022: ACCURATE CONTROLS INC, 14,422.12; AMAZON CAPITAL SERVICES, 3,358.28; Aml Cleaning Service, Inc, 4,000.00; ANOKA COUNTY TREASURY OFFICE, 12,500.00; Aspen Mills, 3,899.44; BERGERSON ELECTRIC, INC, 15,000.00; CLOQUET RIVERSIDE RECYCLING, INC, 6,950.45; COMPUTER INTEGRATION TECHNOLOGIES, 9,488.00; DSC Communications, 2,415.00; DSC Communications, 3,089.00; East Central Energy Of Braham, 12,744.41; GUARDIAN RFID, 4,950.00; Independent Emergency Serv Llc, 110,500.47; Information Systems Corp-ISC, 22,348.00; Interstate Power Systems Inc, 2,122.00; KRONOS SAASHR INC, 2,576.04; LOFFLER COMPANIES-131511, 3,419.01; MEND CORRECTIONAL CARE PLLC, 27,856.71; MINNESOTA ENERGY RESOURCES CORP, 20,335.73; MINNESOTA POWER, 3,576.94; Motorola Solutions Inc, 8,672.50; OFFICE OF MN.IT SERVICES, 5,294.08; PDQ.COM CORPORATION, 3,600.00; PTS OF AMERICA LLC, 2,642.50; Reliance Systems, 2,000.00; SHI INTERNATIONAL CORP, 108,888.00; Storm Training Group - Card Member Service, 2,096.85; SUMMIT FOOD SERVICE MANAGEMENT LLC, 18,044.61; THRIFTY WHITE PHARMACY, 2,326.02; TRACEPOINT LLC, 10,000.00; TRITECH SOFTWARE SYSTEMS, 4,662.00; TRITECH SOFTWARE SYSTEMS, 13,865.31; Verizon Wireless, 11,755.47; West Group, 2,027.57; Am Indian Fam & Child Serv Inc, 2,639.96; Assoc Of Minn Counties, 2,244.00; Central Mn Jobs & Training Services, 24,338.21; DHS State Operated Services, 4,491.90; East Central Reg Juvenile Center, 2,520.00; East Central Reg Juvenile Center, 8,669.00; Family Pathways - North Branch, 3,432.50; Heartland Girls Ranch, 17,185.78; Lighthouse Child & Family Services, LLC, 6,290.34; Mille Lacs Band Family Services, 8,797.80; Nexus-Gerard Family Healing LLC, 12,400.00; Nexus-Kindred Family Healing, 6,212.40; Nexus-Mille Lacs Family Healing, 21,767.58; Pine County Sheriff FPI Contract, 9,831.53; Prairie Lakes Youth Programs, 9,221.26; Solid Oak Financial Services, LLC, 7,420.00; Sue's Bus Service Inc, 4,305.60; Verizon Wireless, 2,926.55; Askov Deep Rock, 5,596.90; Askov Deep Rock, 5,668.62; Boyer Trucks, 2,227.87; Chamberlain Oil Co., Inc, 2,555.17; COMPASS MINERALS AMERICA, 14,777.79; COMPASS MINERALS AMERICA, 14,960.33; COMPASS MINERALS AMERICA, 5,996.99; COMPASS MINERALS AMERICA, 15,604.67; Daves Oil Corporation, 3,142.87; DLT SOLUTIONS LLC, 6,162.75;

DOOLEYS PETROLEUM INC, 48,499.60; Emergency Automotive Technologies, Inc, 41,328.06; Emergency Automotive Technologies, Inc, 26,400.00; ENVIRONMENTAL TROUBLESHOOTERS INC, 11,442.90; ERICKSON ENGINEERING CO LLC, 2,459.50; Landwehr Construction Inc, 8,749.90; MINNESOTA ENERGY RESOURCES CORP, 2,493.81; Mn Dept Of Natural Resources, 2,000.00; M-R Sign Company, Inc., 4,835.03; Nuss Truck Group Inc, 10,950.22; Slims Texaco Service, 6,093.55; STAN'S EQUIPMENT CENTER, 2,610.00; WALDOCH, 2,129.00; HOMETOWN FIBER LLC, 7,050.00; Anderson Electric, 1,275.35; LSS, 5,600.00; TIERNEY, 5,622.74; UNITEDHEALTH GROUP – VOID, 64,929.76; UNITEDHEALTH GROUP – VOID, 120,749.98; UNITEDHEALTH GROUP – VOID, 93,952.62; UNITEDHEALTH GROUP – VOID, 56,168.20; BLUE CROSS & BLUE SHIELD OF MINNESOTA, 3,870.50; FURTHER, 6,249.09; FURTHER-VOID, 2,190.10; GUARDIAN, 9,751.27; MADISON NATIONAL LIFE INS CO INC, 3,980.21; MEDICAREBLUE RX, 5,234.80; Mn Life Insurance Company, 4,498.60; TEAMSTERS JOINT COUNCIL 32, 52,530.00; TEAMSTERS JOINT COUNCIL 32, 5,820.00.

3. **Applications**

Approve the following:

A. **Application for Premises Permit**

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

B. **Consumption & Display License**

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

4. **Blandin Foundation Grant Agreement**

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

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

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

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

Approve Commissioners' Expense Claim Forms.

7. **New Hire**

Approve the hiring of:

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

7.1 **Personnel / Promotion**

Approve the promotion of corrections officers Kristi Arnoff and Andrew Degerstrom from part-time status to full-time status effective March 16, 2022. Wage and grade remain unchanged.

8. **Training**

- A. Approve Veterans Service Officer Michael Harshman to attend the 2022 National Association of County Veterans Service Officers in San Antonio, Texas. Approximate total cost: \$2,194.
- B. Approve Social Worker Samantha Maser to attend the Minnesota Social Services Association conference. Registration \$215.
- C. Approve any county commissioner interested to attend the Association of Minnesota Counties Leadership Summit. Registration: \$400, Lodging: \$134/night.

REGULAR AGENDA

1. **Recognition of Retirement**

The county board recognized the retirement of Eligibility Worker Judith Tengwall and thanked her for her 25+ years of service to Pine County.

2. **Personnel Committee Report**

Commissioner Ludwig provided an overview of the March 7, 2022 Personnel Committee meeting. The Personnel Committee made the following recommendation:

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

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

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

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

Commissioner Ludwig provided an update on the recent Law Enforcement Expo/Job Fair for corrections officer recruitment. A total of eight applications were received from the two events.

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

3. **Introduction of Extension Ag Educator**

Pine and Isanti County University of Minnesota Extension Service Agriculture Educator Katie Hagen was introduced to the county board.

4. **2021 Probation Out-of-Home Placement Report**

Probation Director Terry Fawcett provided information regarding court-ordered juvenile placements in Pine County. Fawcett provided information regarding costs, placement reduction strategies, budget busters, use of the East Central Regional Juvenile Center, community alternatives, and the Evening Reporting Center. Placement expenditures for 2021 was \$198,851, up from \$185,357 in 2020.

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

Economic Development Coordinator Lezlie Sauter stated two proposals were received for architectural services as part of the rehabilitation of A Place For You homeless shelter in Pine City. After review of the proposals, it was the recommendation of A Place for You staff to proceed forward with LHB at a cost of \$82,306. LHB’s proposal was more expensive, however Sauter stated their proposal was more comprehensive and represented a better understanding of the project. The project will be paid with CDBG-CV grant funds and potentially a \$10,000 grant from the Initiative Foundation.

Motion by Commissioner Lovgren to approve a Professional Services Agreement with LHB for architectural services for A Place For You, in the amount of \$82,306, and authorize Board Chair and County Administrator to sign. Second by Commissioner Mohr. Motion carried 5-0.

6. **Schedule Special Meetings**

Motion by Commissioner Mohr to schedule the following Special Meetings:

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

A Local Government Officials meeting will be considered at a future time.

Second by Commissioner Lovgren. Motion carried 5-0.

7. **Commissioner Updates**

AMC Legislative Conference/Legislative Update: Commissioner Lovgren stated she and Commissioner Waldhalm were able to meet with Senator Rarick and Representative Nelson. Commissioner Lovgren and Waldhalm reviewed sessions they attended at the conference.

Central MN Council on Aging: Chair Hallan stated Pine County has 6% of the 60+ population of the 14 counties in central Minnesota served by the Central MN Council on Aging, and Pine County has spent approximately 8% of the funds.

Soil & Water Conservation District: Commissioner Waldhalm stated the meeting was a regular meeting.

Central Minnesota Jobs and Training Service: Chair Hallan commented on the shortage of workers, but stated Pine County is ahead of the game with the job skills collaboration with Pine Technical and Community College.

East Central Solid Waste Commission: Chair Hallan stated ECSWC has an employment opening for an Assistant Director.

East Central Regional Library Trustee Board: Commissioner Lovgren stated discussion took place regarding the inconvenience to Onamia area library users since the shutdown of the Onamia Library. Commissioner Lovgren also commented on the Beanstack reading program which was offered throughout the country--East Central Regional Library won second place country-wide and received two NASA backpacks for this achievement. The backpacks will be available to check out and include a telescope, star placement cards, and other space-related items.

Chemical Health Coalition: Commissioner Lovgren stated vaping was discussed. Hinckley-Finlayson requested funds for Positive Jags to purchase tee shirts for prom. An adult mental health drop-in center has opened in Pine City at the Senior Citizen Center.

Other:

1. Foster Parent Support Group: Commissioner Ludwig reported a Foster Parent Support Group has been organized and will meet April 4th. Pine County currently has 37 foster caregivers.
2. Kettle River 1W1P and Upper St. Croix – Commissioner Ludwig stated a planning facilitator, HEI, has been hired.
3. Shoreland Restoration Presentation: Commissioner Lovgren stated the Snake River Watershed Management Board will be offering a virtual shoreland restoration presentation focusing on rock versus wood riprap.
4. NACO Update: Commissioner Lovgren provided an update on the second half ARPA funds due to be received by the county on May 10th.
5. State Community Health Services Advisory Committee: Commissioner Lovgren stated the committee is looking how to restructure public health to help with the shortage of employees and the changes that are taking place.

8. **Other**
None.

9. **Upcoming Meetings**
Upcoming meetings were reviewed.
9D. Technology meeting, March 22, 2022 – cancelled

10. **Adjourn**
With no further business, Chair Hallan adjourned the meeting at 11:14 a.m. The next regular meeting of the county board is scheduled for Tuesday, April 5, 2022 at 10:00 a.m., Pine County Courthouse, 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, March 15, 2022 - 10:00 a.m.

North Pine Government Center, 1602 Highway 23 No., Sandstone, Minnesota

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

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

The Pledge of Allegiance was said.

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

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

Motion by Commissioner Mohr to approve the Minutes of the March 1, 2022 County Board Meeting and Summary for publication. Second by Commissioner Waldhalm. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence

Pine County Zoning Board Minutes – January 27, 2022

Pine County Land Surveyor Monthly Report – February 2022

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

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

Approve February, 2022 Cash Balance

Fund	February 28, 2021	February 28, 2022	Increase/Decrease
General Fund	4,279,954	4,462,588	182,634
Health and Human Services Fund	1,942,706	2,346,262	403,556
Road and Bridge Fund	1,845,418	2,817,201	971,783
COVID Relief	0.00	2,503,513	2,503,513
Land	2,374,934	2,461,114	86,180
Self Insurance	373,110	501,726	128,616
TOTAL (inc non-major funds)	11,973,765	17,387,406	5,413,641

The following vendors with claims of \$2,000 or more, and 423 claims under \$2,000 or not needing approval totaling \$450,597 were paid during the period of February 1, 2022-February 28, 2022: ACCURATE CONTROLS INC, 14,422.12; AMAZON CAPITAL SERVICES, 3,358.28; Aml Cleaning Service, Inc, 4,000.00; ANOKA COUNTY TREASURY OFFICE, 12,500.00; Aspen Mills, 3,899.44; BERGERSON ELECTRIC, INC, 15,000.00; CLOQUET RIVERSIDE RECYCLING, INC, 6,950.45; COMPUTER INTEGRATION TECHNOLOGIES, 9,488.00; DSC Communications, 2,415.00; DSC Communications, 3,089.00; East Central Energy Of Braham, 12,744.41; GUARDIAN RFID, 4,950.00; Independent Emergency Serv Llc, 110,500.47; Information Systems Corp-ISC, 22,348.00; Interstate Power Systems Inc, 2,122.00; KRONOS SAASHR INC, 2,576.04; LOFFLER COMPANIES-131511, 3,419.01; MEND CORRECTIONAL CARE PLLC, 27,856.71; MINNESOTA ENERGY RESOURCES CORP, 20,335.73; MINNESOTA POWER, 3,576.94; Motorola Solutions Inc, 8,672.50; OFFICE OF MN.IT SERVICES, 5,294.08; PDQ.COM CORPORATION, 3,600.00; PTS OF AMERICA LLC, 2,642.50; Reliance Systems, 2,000.00; SHI INTERNATIONAL CORP, 108,888.00; Storm Training Group - Card Member Service, 2,096.85; SUMMIT FOOD SERVICE MANAGEMENT LLC, 18,044.61; THRIFTY WHITE PHARMACY, 2,326.02; TRACEPOINT LLC, 10,000.00; TRITECH SOFTWARE SYSTEMS, 4,662.00; TRITECH SOFTWARE SYSTEMS, 13,865.31; Verizon Wireless, 11,755.47; West Group, 2,027.57; Am Indian Fam & Child Serv Inc, 2,639.96; Assoc Of Minn Counties, 2,244.00; Central Mn Jobs & Training Services, 24,338.21; DHS State Operated Services, 4,491.90; East Central Reg Juvenile Center, 2,520.00; East Central Reg Juvenile Center, 8,669.00; Family Pathways - North Branch, 3,432.50; Heartland Girls Ranch, 17,185.78; Lighthouse Child & Family Services, LLC, 6,290.34; Mille Lacs Band Family Services, 8,797.80; Nexus-Gerard Family Healing LLC, 12,400.00; Nexus-Kindred Family Healing, 6,212.40; Nexus-Mille Lacs Family Healing, 21,767.58; Pine County Sheriff FPI Contract, 9,831.53; Prairie Lakes Youth Programs, 9,221.26; Solid Oak Financial Services, LLC, 7,420.00; Sue's Bus Service Inc, 4,305.60; Verizon Wireless, 2,926.55; Askov Deep Rock, 5,596.90; Askov Deep Rock, 5,668.62; Boyer Trucks, 2,227.87; Chamberlain Oil Co., Inc, 2,555.17; COMPASS MINERALS AMERICA, 14,777.79; COMPASS MINERALS AMERICA, 14,960.33; COMPASS MINERALS AMERICA, 5,996.99; COMPASS MINERALS AMERICA, 15,604.67; Daves Oil Corporation, 3,142.87; DLT SOLUTIONS LLC, 6,162.75; DOOLEYS PETROLEUM INC, 48,499.60; Emergency Automotive Technologies, Inc, 41,328.06; Emergency Automotive Technologies, Inc, 26,400.00; ENVIRONMENTAL TROUBLESHOOTERS INC, 11,442.90; ERICKSON ENGINEERING CO LLC, 2,459.50; Landwehr Construction Inc, 8,749.90; MINNESOTA ENERGY RESOURCES CORP, 2,493.81; Mn Dept Of Natural Resources, 2,000.00; M-R Sign Company, Inc., 4,835.03; Nuss Truck Group Inc, 10,950.22; Slims Texaco Service, 6,093.55; STAN'S EQUIPMENT CENTER, 2,610.00; WALDOCH, 2,129.00; HOMETOWN FIBER LLC, 7,050.00; Anderson Electric, 1,275.35; LSS, 5,600.00; TIERNEY, 5,622.74; UNITEDHEALTH GROUP – VOID, 64,929.76; UNITEDHEALTH GROUP – VOID, 120,749.98; UNITEDHEALTH GROUP – VOID, 93,952.62; UNITEDHEALTH GROUP – VOID, 56,168.20; BLUE CROSS & BLUE SHIELD OF MINNESOTA, 3,870.50; FURTHER, 6,249.09; FURTHER-VOID, 2,190.10; GUARDIAN, 9,751.27; MADISON NATIONAL LIFE INS CO INC, 3,980.21; MEDICAREBLUE RX, 5,234.80; Mn Life Insurance Company, 4,498.60; TEAMSTERS JOINT COUNCIL 32, 52,530.00; TEAMSTERS JOINT COUNCIL 32, 5,820.00.

Approve the following:

A. Application for Premises Permit

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

B. Consumption & Display License

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

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

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

Approve Commissioners' Expense Claim Forms.

Approve the hiring of:

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

Approve the promotion of corrections officers Kristi Arnoff and Andrew Degerstrom from part-time status to full-time status effective March 16, 2022. Wage and grade remain unchanged.

Approve Veterans Service Officer Michael Harshman to attend the 2022 National Association of County Veterans Service Officers in San Antonio, Texas. Approximate total cost: \$2,194.

Approve Social Worker Samantha Maser to attend the Minnesota Social Services Association conference. Registration \$215.

Approve any county commissioner interested to attend the Association of Minnesota Counties Leadership Summit. Registration: \$400, Lodging: \$134/night.

Personnel Committee Report

Commissioner Ludwig provided an overview of the March 7, 2022 Personnel Committee meeting. The Personnel Committee made the following recommendation:

A. Sheriff's Office - Jail

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

13, 2022 and request backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

B. Sheriff's Office - Dispatch

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

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

Motion by Commissioner Lovgren to approve a Professional Services Agreement with LHB for architectural services for A Place For You, in the amount of \$82,306, and authorize Board Chair and County Administrator to sign. Second by Commissioner Mohr. Motion carried 5-0.

Motion by Commissioner Mohr to schedule the following Special Meetings:

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

Second by Commissioner Lovgren. Motion carried 5-0.

With no further business, Chair Hallan adjourned the meeting at 11:14 a.m. The next regular meeting of the county board is scheduled for Tuesday, April 5, 2022 at 10:00 a.m., Pine County Courthouse, 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.

Pine County Chemical Health Coalition Minutes
March 14, 2022
Online

Coalition Mission Statement

Pine County Chemical Health Coalition: Striving to prevent the misuse and abuse of alcohol, tobacco, and other drugs

Attendance:

Reese Frederickson, *Pine Co Attorney*
Becky Caballero, *Empower Recovery Services*
Staci Klein, *HF Positive Jags Youth Leader*
Tim Burkhardt, *Hinckley City Council*
Adriane Wimmer, *Pine Co Child Protection*
Christine Johnson, *Therapeutic Services Agency*
Terry Lovgren and Matt Ludwig, *Pine County Commissioners*
Brian Miner, *East Central Regional Prevention Coordinator*
Becky Foss, Hailey Freedlund, Jenae Hicks, Karen Jansen, *Pine Co Health & Human Services*

1. Call to Order

Meeting commenced at 4:02 pm by Reese Frederickson. Members introduced themselves.

2. Addition/Changes to the Agenda, Approval

Motion to approve agenda by Tim Burkhardt, seconded by Terry Lovgren. Motion carried.

3. Review Minutes of January 10, 2022

Becky Foss moved to accept 1/10/22 meeting minutes. Christine Johnson seconded the motion and minutes were accepted.

4. Reese Frederickson - Coalition Direction for the Future

- a. Since the P & I Grant ended last June we have been financed through court fees
- b. Plan is to form committees to focus on education and marketing

5. News from the Schools

- a. Staci Klein requested funds for Positive Jags to purchase tee shirts for prom.
Matt Ludwig moved to offer up to \$1500. Tim Burkhardt seconded the motion. Members approved.
- b. HF asking for water bottles. Jenae to email Jamie to check status of order. She suggested the PJ's sell the water bottles to help with funds.
- c. Staci has concerns about vaping at HF, asked about resources for student's education. Hailey has posters and other resource, will work with Brian Masterson at the school and follow-up with Staci.

6. Training/Volunteer/Event Reports from Members

- a. Becky Foss noted that mental and chemical health are hand-in-hand, announced that the Pine County Drop In Center is open again, now at the Pine City Senior Center. It will be open Tuesdays 10:30 am – 2:30 pm. This is an adult drop-in center for those 18+ struggling with mental health. Participants benefit from education and socialization, play games. No advanced registration is required. See attached for more information.
- b. Matt Ludwig asked about 4-H recruitment at schools. HF has a 4-H and an FFA club and are given times during the week to meet. Terry Lovgren mentioned that a county 4-H educator position is open, currently interviewing.

c. Brian Miner reported that a DFC grant could be considered as fiscal host. Must have a coalition that has been meeting for at least six months. The Drug Free Communities Grant closes in April and will be available yearly. Application online at grants.gov. Brian will answer any questions, Brian.Miner@co.kanabec.mn.us.

7. Next Meeting – Monday, May 9, 4:00 pm, online

8. Adjournment – *Terry Lovgren made a motion, Matt Ludwig seconded, and meeting was adjourned.*

Minutes prepared by Karen Jansen. \\PCCHC\Minutes\2022\Mar 14 min.doc



MINUTES
PINE COUNTY ZONING BOARD
February 24, 2022 6:00 p.m.
North Pine Government Center
1602 Hwy 23 N Sandstone, MN

Members Present:

Dirk Nelson, Patrick Schifferdecker, Ryan Clark, Les Orvis, Skip Thomson, Susan Grill, Nancy Rys

Members Absent:

Matt Ludwig (ex-officio)

Staff Present:

Caleb Anderson, Land & Resources Manager; Lukas Olson, Environmental Technician; David Minke, County Administrator
Don Deutsch, Tom Mach, Amy Thompson, Carol Serafin, Sherry Worrel, Jack Worrel, Marianne Peterson, Philip and Jody Klitzke, Linda Halverson, Chris Miller, Kelly Gribauval, Lori Faber, Shanie Berry, Ron Flood, Mark Pulkrabek, John and Amanda Delaney, Lee and Mary Barlett, Bill and Jeanne Casby, Kevin and Sue Wiley, Dan Daigle, Terry Rothenbacher, Eric Langworthy, Ed Houdek, Chuck Lindstrom, Traci Lebrun, Mary Kay Borgstrom, Ron Richardson, Jon and Heather Cruz and several virtual participants.

Others Present:

CALL TO ORDER

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

APPROVAL OF AGENDA

Schifferdecker/Orvis, 7-0, to approve the agenda as presented.

APPROVAL OF MINUTES

Schifferdecker/Nelson, 7-0, to approve the minutes of the January 27, 2022 meeting with the clarification that the Cole Newman variance was approved by a roll call vote.

BERUBE VARIANCE REQUEST 93247 Cozy Ln, Sturgeon Lake (PID: 31.5010.000)

The applicant has requested a variance from Section 4.01A of the Pine County Subdivision and Platting Ordinance to create two parcels, sized approximately 2 acres and 0.5 acres, while the ordinance requires a 2.5 acre minimum lot size.

Anderson provided a description of the variance request as detailed in the staff report. The platted lots were originally separate, as the owner has proposed to subdivide them. In 2017 Mr. Berube submitted an application to the County Auditor's office to combine the lots, not realizing that subsequent subdivisions would be subject to applicable lot dimensional zoning standards. Mr. Berube intends to re-divide the lots to the original configuration. He has taken care to preserve a reserve septic location on the 0.5 acre lot. Anderson shared that the Township submitted an email stating they would defer variance review to the County. **Bill Berube** spoke in support of his application.

Chair Thomson opened the public hearing at 6:16pm. No members of the public spoke. The public hearing was then closed.

In its review of the variance criteria in MN 394.27 as well as Article 9 of the Pine County Subdivision and Platting Ordinance, the Zoning Board established the following findings:

- 1.) The proposed residential use is allowed in the subject zoning district.
- 2.) The variance is in harmony with the general purpose of the Pine County Subdivision and Platting Ordinance and the Pine County Comprehensive Plan, given that there are several other parcels of similar size in the vicinity with homes on them.
- 3.) The variance will not alter the essential character of the locality given the neighboring parcels are of similar size.
- 4.) A practical difficulty does exist that prevents them from complying with the ordinance. The two platted lots, currently joined as one tax parcel, are bisected by a road, therefore there are limitations for using the whole tax parcel as one property.
- 5.) The applicant's proposal is reasonable as it will revert the property to its pre-existing status.

Motion by Rys, Second by Clark, 7-0 to **approve the variance** with the following conditions:

- 1.) A reserve septic system location shall be identified on Dellyville Lot 1 of Block 2 by a licensed septic system designer.
- 2.) The reserve septic system location on the Dellyville Lot 1 of Block 2 shall be preserved to accommodate a septic system, if needed, in the future. Construction of a structure(s), is not authorized on said reserve septic system location.

HEGGE CONDITIONAL USE PERMIT REQUEST PIDs: 08.0417.000, 08.5390.000 & 08.53910.000

The applicant has requested a conditional use permit to construct a campground consisting of 46 campsites within 1,000' of Cross Lake, as required under Sections 4.4.3 and 8.0 of the Pine County Shoreland Management Ordinance. An additional 24 campsites will be constructed greater than 1,000' from Cross Lake, for total project of 70 campsites.

Anderson delivered a powerpoint presentation, which was posted to the County website. The presentation gave an overview of shoreland zoning jurisdictional boundaries for Cross and Pokegama lakes, a description of pertinent requirements from the Shoreland Management Ordinance, and a description of the Environmental Assessment Worksheet process, which will be required of the Hegge Campground. Anderson also provided information related to whether the proposed campground was allowed as a conditional use within the Residential Recreational District. Anderson shared information in which the County Attorney stated it is up to the Zoning Board to interpret the intent of its ordinance where clear definitions are lacking.

Luke Hegge spoke in support of his application. He stated that the project was necessary to recoup his investment in purchasing the property. He would like to provide recreational opportunities for snowbirds during the summertime while maintaining road safety and the water quality of the lake.

Chuck Lindstrom, manager of the Cross Lake Sewer District stated that the public sewer system currently only being used at 44% capacity.

Chair Thomson opened the public hearing at 7:01pm.

Ed Houdek stated he opposes the proposed campground. He feels a speed limit decrease will not help. He said more boats and ATV traffic will be detrimental to the lake and neighborhood. He is concerned there are no restrooms proposed to be constructed by the lake.

Eric and Amy Langworthy stated they feel an RV Park is not okay in this zoning district. All other RV Parks are in commercial districts. They felt the proposed campground is not consistent with light density camping. They are also concerned that if the campground sells future owners will not manage it with the same care Mr. Hegge describes that he will manage with.

Don Deutch asked whether the sites are seasonal and if park models or mobile homes will be allowed. He felt there were unanswered questions.

Marianne Peterson stated that she lives two miles away and owns property nearby. She feels that Cross Lake Road has unsafe travel and that the RV park will exacerbate the already dangerous situation.

Bill Karas stated that he farmed the field for many years where the campground is now being proposed. He stated that years ago the County required him to move his field access from County Road 9 to County Road 10. He questioned why it would be safer now to have a campground driveway entrance on County Road 9.

Terry Rothenbacher stated that he doesn't have a problem with the campground but that the County must manage County Road 9 better because it is severely unsafe. Residents cannot walk on County Road 9 due to the volume and speed of traffic and the absence of a road shoulder.

Bill Casby expressed his concern for boat traffic and jet skis associated with the campground. He said the high volume of boat traffic and high water conditions have made for a highly erosive shoreline.

Kelly Gribauval stated that she has multiple concerns for the project. Traffic will back up along the County Roads and pose a safety risk. Local youth already consider Forest Road a drag racing strip that will only be made more unsafe. She is concerned the garbage that the campers bring will attract bears. She is concerned for dogs coming to the property and being off leash as well as unvaccinated. She is concerned that school bus routes will be disrupted and that the boat launch is already unsafe due to high water and currents. It won't work well for the new campers.

Mary Kay Borgstrom described her long residency on Cross Lake. She is concerned for environmental impacts to the shoreline. She would like all jurisdictions on Cross Lake to work together on a recreational capacity study. She would also like a dock ordinance.

Peter Schmittiel stated that he represents several year-round residents. He would like to see a comprehensive lake study done given the number of new property developments. He is not opposed to the campground so long as the community takes a long-term view for the lake. He feels the sand volleyball court is in violation of the rules. He said the campground needs a long-term PUD management plan. Well depths should be accounted for.

Amanda Delaney stated she is concerned about the noise associated with the campground. Her husband John requested that a berm be constructed for noise protection.

Kevin Wiley asked how many people would be at each campsite and how many boat slips would be allowed.

Joe Norring voiced his support for the development. Cross Lake is not a private lake it is for the public. Fishing quality has not decreased over time. He also said that you can't haul a boat with an RV so extra boats should not be an issue. He also appreciated that the campers will support businesses in town.

John Birrenbach stated he would keep his comments brief because he submitted a lengthy letter. He would like to see lake vegetation and DNR ponds preserved. Campgrounds do not mesh with this zoning district.

Haley Krautbauer stated she lives nearby the campground location. She is concerned for nesting habitat. She would recommend a reduced speed limit and the prohibition of ATVs at the campsites. She would recommend no pets be allowed and quiet hours enforced. She is opposed to this proposed campground.

A virtual participant named Ann spoke. She stated the Zoning Board should abide its attorney's recommendation to deny the CUP. She said she's concerned for light and noise pollution and disruption to nature. She's concerned whether the sewer system can handle the increased demand.

David Mickaili stated he's worried campers will be disrespectful and disrupt his livestock. He also is concerned for reduced property values and drunkenness.

Thomson closed the public hearing at 7:51pm.

It was not stated in the meeting, however, all written comments submitted to Zoning staff were forwarded to the Zoning Board via email prior to the meeting. They were also posted to the County Zoning Board website.

The Board took a five-minute recess.

Orvis stated that RVs are used for camping and they're referenced in several places in the ordinance. **Schifferdecker** acknowledged that the Attorney says that RV Parks are not allowed in this zoning district and previous RV campgrounds have been in the Water Oriented Commercial District. **Rys** stated that the Attorney was fairly clear that high density uses are not allowed in the Residential Recreational District. **Grill** concurred that campgrounds are not to be permitted in the Residential Recreational District though parks and camping facilities may be permitted conditionally. **Clark** stated he felt the ordinance sees campgrounds differently than camping facilities. **Nelson** said he felt a "campground," should not exclude RVs but should include tent sites in order to not be considered an RV park.

Motion by Schifferdecker, Second by Grill, 7-0, to deny the conditional use permit application because it is incompatible with the allowed conditional uses of the Residential Recreational districts in Section 4.4 of the Pine County Shoreland Management Ordinance.

ZONING ADMINISTRATOR UPDATE

Zoning Department Permit and Inspection 2021 Annual Report

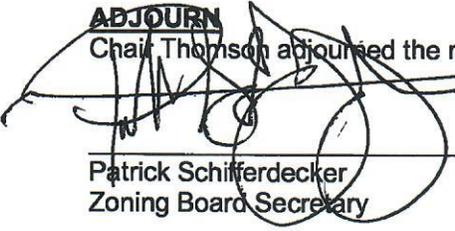
The report summarized the number of permits, inspections, complaints, etc. that were administered by the County Zoning Department in 2021. The Board had no questions on the report as it was very similar to what was provided for 2020.

Cole Newman Floodplain Map Debriefing

Anderson summarized that sections 3.11 and 3.12 of the Pine County Floodplain Management Ordinance prescribe how the County is to define the floodway and flood fringe on Zone A lakes. County staff felt that because Mr. Newman's project was considered flood fringe based on these sections, it would be appropriate to issue the permit for the new dwelling, which received a conditional variance at the 1/27/22 Zoning Board meeting. Anderson added that the DNR was notified of said sections of the ordinance and concurred that following the strict letter of the law, it was correct to permit the dwelling with the approved conditional variance.

ADJOURN

Chair Thomson adjourned the meeting at 8:15pm



Patrick Schifferdecker
Zoning Board Secretary



Skip Thomson Susan Grill
Zoning Board Chair Vice Chair



PINE COUNTY PUBLIC WORKS

HIGHWAY DEPARTMENT

405 Airport Road NE
Pine City, MN 55063

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

Mark A. LeBrun, P.E.
County Engineer

Pine County Land Surveyor Monthly Report

March 2022

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

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

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

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

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

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

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

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

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

Robin T. Mathews, Pine County Surveyor

Monthly Report March 2022.doc



AGENDA REQUEST FORM

Date of Meeting: April 5, 2022

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

Agenda Item: Applications

Department: Auditor-Treasurer

Kelly M. Schroeder
Department Head signature

Background information on Item:

Application for Exempt Permit from the Ruffed Grouse Society – Rum River Chapter to conduct Minnesota lawful gambling on August 6, 2022 at Wings North, 19379 Homestead Rd, Pine City, MN (Pokegama Township).

Pawnshop License: Gerald Phillips has requested a pawnshop license as the new lessor of Northern Pawn Shop, 60622 State Highway 23, Finalyson (Finalyson Township).

Action Requested:

Acknowledge Application for exempt permit and authorize County Auditor-Treasurer Kelly Schroeder to sign the application.

Acknowledge Application for Pawnshop License and authorize County Auditor-Treasurer Kelly Schroeder to sign the license pending Sheriff’s office background check approval.

Financial Impact:

N/A

PINE COUNTY EXPENSE CLAIM FORM

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

TERRY LOVGREN

MONTH: February 2022

Page 1

Vendor#: 30301 Employee#: 155

Date	Per Diem	Meals	Lodging	Parking	Other	Purpose and description of expense	Account #
02.01.22	\$100					County Board	01-005-6111
02.02.22	\$100					Insurance Committee	01-005-6111
02.03.22	\$100					Tribal Relations	01-005-6111
02.04.22	\$100					Tribal Relations	01-005-6111
02.08.22	\$100					MLBO	01-005-6111
02.09.22	\$100					Extension - Meeting with Jan	01-005-6111
02.11.22	\$100					NACCo - Broadband	01-005-6111
02.12.22	\$100					NACCo - T & T	01-005-6111
02.14.22	\$100					Library	01-005-6111
05.15.22	\$100					County Board	01-005-6111
02.17.22	\$100					Land Committee & Extension	01-005-6111

MILEAGE EXPENSES

Date	Beginning Odometer	Ending Odometer	Total Miles	Mileage Rate	Amount Paid	Destination and purpose of expense	Account #
02.01.22			28.7	\$0.585	\$16.79	Board - Pine City	01-005-6334
02.02.22			28.7	\$0.585	\$16.79	Insurance - Pine City	01-005-6334
02.03.22			11.2	\$0.585	\$6.55	Tribal Relations	01-005-6334
02.04.22			11.2	\$0.585	\$6.55	Tribal Relations	01-005-6334
02.15.22			25.7	\$0.585	\$15.03	Board - Sandstone	01-005-6334
02.17.22			25.7	\$0.585	\$15.03	Land Committee - Sandstone	01-005-6334
02.17.22			28.7	\$0.585	\$16.79	Extension - Pine City	01-005-6334
02.22.22			25.7	\$0.585	\$15.03	Election Machine Demo - Sandstone	01-005-6334
02.24.22			33.2	\$0.585	\$19.42	Pine Tech	01-005-6334
02.25.22			5.4	\$0.585	\$3.16	Hinckley City	01-005-6334
02.28.22			44.9	\$0.585	\$26.27	Snake River - Mora	01-005-6334

TOTAL \$157.42

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

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

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

See Page 2

Commissioner Signature

Authorized Signature



AGENDA REQUEST FORM

Date of Meeting: April 5, 2022

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

Agenda Item: 2022 Timber Auction

Department: Auditor/Land



Department Head signature

Background information on Item:

Time and Date: 10:00 am, May 11, 2022
Land Department1610 Hwy. 23 N; Sandstone, MN

Seven parcels to be offered.
Estimated at 5,975 cords at an appraised value of \$152,950.00.

Action Requested:

Consider approving the timber auction tracts and the general terms and conditions of the sale.

Financial Impact:

N/A

PINE COUNTY
Notice of County Timber Stumpage Sale
Wednesday, May 11, 2022
PINE COUNTY LAND DEPARTMENT; SANDSTONE, MINNESOTA

Pursuant to the order of the County Board of Pine County and under the provisions of Minnesota Statutes 282.04, as amended, and others that may apply, the following timber will be offered for sale WITHOUT the sale of land on **WEDNESDAY, May 11, 2022 at 10:00 a.m. at the Pine County Land Department; 1610 Highway 23 N., Sandstone, Minnesota.** Timber will be sold to the highest bidder, but at not less than the appraised value and in conformity with the forestry practices as outlined in the contract. Bidding will be on a percentage basis in minimum increments of 1% of the sales' appraised value, with the bid increase to be added to the sales' appraised value. All species will be affected by bid increase. The right to accept or reject any or all bids is reserved.

General terms and conditions:

Sales require a down payment of 15% of the appraised value, with no down payment being less than \$300.00. Down payments must be paid immediately following the auction and are non-refundable in the event that the purchaser forfeits the sale.

Sales must be paid in full before cutting operations begin, unless otherwise noted. All sale tracts are SOLD AS APPRAISED (payments are based on estimated timber volume). Purchase of sale tracts also includes all top and undersized material of timber species as outlined within the individual timber sale contracts.

If a block payment option applies: Each block must be paid in full before harvesting of that block, and the down payment will be retained and applied toward payment of the final block.

The Land Department will be notified before cutting begins and prior to sale completion. All trails and landings must be approved by Pine County Land Department.

Sale duration and extensions:

All tracts expire February 28, 2025; an additional 2-year sale extension is available for purchase if needed.

Sale extension fee: Sale must be paid in full before an extension is granted. Two year extension fee is at 5% of the uncut timber value bid price as determined by Pine County.

In circumstances beyond the control of the purchaser (weather, health, markets, etc.), the Land Commissioner may grant hardship extensions at no charge.

Auction tracts that do not sell the day of the sale may be purchased at the appraised value, under the terms and conditions as outlined above.

Further information on access, cutting regulations, sale location and other details for each tract may be obtained by contacting the Pine County Land Department at (320) 216-4225

Pine County Land Department
1610 Highway 23 N.
Sandstone, MN 55072

2022 PINE COUNTY TIMBER AUCTION TRACTS

NOTE: - All tracts are sold as appraised.

- Seasonal cutting restrictions exist on summer accessible sales. These restrictions are listed on the timber sale contracts.
- Tracts retaining a high volume of residual timber have been identified as thinnings or selective cuts, requiring equipment and harvest methods that keep damage to residual timber minimal.

PA-1-22

Section 18 - T43N – R17W

(New Dosey Township); Approx. 8.5 acres

115 cords Birch Pulp	\$ 10.00/cord	\$ 1,150.00
50 cords Maple Pulp	\$ 8.00/cord	\$ 400.00
20 cords Oak Pulp/Logs	\$ 20.00/cord	\$ 400.00
10 cords Misc. Pulp	\$ 5.00/cord	\$ 50.00
APPRAISED VALUE		\$ 2,000.00

Down payment: \$300.00

Note: Winter-Late Summer/Fall Access

- This sale has areas of oak regeneration- harvest techniques will be utilized that promote and retain oak regeneration. Summer/fall operations require dry weather and firm soils conditions; cutting/harvesting will start at the back of sale units and proceed to the front.

PA-2-22

Section 27-T43N – R18W

(Fleming Township); 20.6 acres

160 cords Oak Pulp/Logs	\$ 20.00/cord	\$ 3,200.00
20 cords Aspen Pulp	\$ 18.00/cord	\$ 360.00
20 cords Ash Pulp	\$ 10.00/cord	\$ 200.00
45 cords Misc. Pulp	\$ 8.00/cord	\$ 360.00
APPRAISED VALUE		\$ 4,120.00

Down payment: \$618.00

Note: Winter Access

- Marked Thinning

PA-3-22

Section 16-T40N – R20W

(Munch Township); 7.3 acres

210 cord Aspen Pulp	\$ 30.00/cord	\$ 6,300.00
10 cord Misc. Pulp/Logs	\$ 12.00/cord	\$ 120.00
APPRAISED VALUE		\$ 6,420.00

Down payment: \$963.00

Note: Summer Access

PA-4-22

Sections 19 and 30 of T45N – R18W
(Kerrick Township); 23.0 acres

400 cords Aspen/Maple Pulp	\$ 24.50.00/cord	\$ 9,800.00
APPRAISED VALUE		\$ 9,800.00

Down payment: \$1,470.00

Note: Winter/Partial Dry Summer Access

PA-5-22

Section 11 - T43N - R16W
(New Dosey Township); 49.5 acres

835 cords Aspen Pulp	\$ 22.00/cord	\$ 18,370.00
15 cords Birch Pulp	\$ 10.00/cord	\$ 150.00
45 cords Maple Pulp	\$ 10.00/cord	\$ 450.00
APPRAISED VALUE		\$ 18,970.00

Down payment: \$2,845.50

Note: Winter Access

PA-6-22

Sections 1 and 2 of T41N – R19W
(Arlone Township); 93.9 acres

1,495 cords Aspen Pulp	\$ 25.00/cord	\$ 37,375.00
90 cords Birch Pulp	\$ 10.00/cord	\$ 900.00
65 cords Maple Pulp	\$ 10.00/cord	\$ 650.00
APPRAISED VALUE		\$ 38,925.00

Down payment: \$5,838.75

Note: Winter Access

PA-7-22

Sections 7 and 8 of T41N - R19W
(Arlone Township); 120.6 acres

1,925 cords Aspen Pulp	\$ 35.00/cord	\$ 67,375.00
170 cords Birch Pulp	\$ 12.00/cord	\$ 2,040.00
275 cords Maple Pulp	\$ 12.00/cord	\$ 3,300.00
APPRAISED VALUE		\$ 72,715.00

Down payment: \$10,907.25

Note: Summer Access



AGENDA REQUEST FORM

Date of Meeting: April 5, 2022

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

Agenda Item: Tax-Forfeit Conveyance Request

Department: Auditor/Land



Department Head signature

Background information on Item:

Minnesota Statute 282.01 subd. 1a (d) allows governmental subdivisions to acquire tax forfeit properties to corrected blighted conditions that make the lands undesirable in the open market or that lead to affordable housing if the entity has specific plans to correct the blighted conditions or develop such housing.

The City of Sandstone has requested to obtain tax-forfeit property at 610 Angle Ave, Sandstone (Parcel ID 45.5454.000) with the purpose of correcting the blighted condition of the property by demolishing of structures and cleaning-up the lot. The parcel appraises at a bare lot value of \$13,500.00; however, clean-up and demolition expenses are expected to equal or exceed the value.

Action Requested:

Consider resolution 2022-19 authorizing the sale of property legally described as Lot 9,Block 27, Townsite of Sandstone Quarries to the City of Sandstone for \$1.00. The City will also be responsible for the fees required to complete the sale.

Financial Impact:

N/A

**Pine County Resolution for Conveyance of Tax Forfeit Land
to the City of Sandstone 2022
Resolution No. 2022-19**

WHEREAS, the following parcel has forfeited to the State of Minnesota for non-payment of taxes:

CITY OF SANDSTONE (45.5454.000)

Townsite of Sandstone Quarries, Lot 9, Block 27
10-42-20

WHEREAS, Minnesota Statute 282.01 (Subd. 1a) allows for townships and cities to have priority to acquire tax forfeited parcels for certain and specific purposes; and

WHEREAS, the City of Sandstone has requested the above stated parcel, for the purpose of demolition of structures and clean-up to correct blight conditions.

WHEREAS, demolition and clean-up expenses are expected to equal or exceed the value of the property.

BE IT HEREBY RESOLVED, that the above listed parcel of land, as provided in Minnesota Statute 282.01, shall be offered for sale by the County Auditor to the City of Sandstone for the total appraised value of \$1.00, plus recording, deed tax, deed fee, and State assurance fees as may be required.

PASSED AND APPROVED this 5th day of April, 2022 by the Pine County Board of Commissioners.

Stephan M. Hallen, Chair
Pine County Board of Commissioners

ATTEST: _____
David J. Minke, Pine County Administrator



AGENDA REQUEST FORM

Date of Meeting: 04/05/2022

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

Agenda Item: Approval of Pine County Collaborative Agreement

Department: HHS, PCSO, Probation

Rebecca Foss

Department Head signature

Background information on Item:

Various Pine County Departments are involved with the Pine County Children's Collaborative. Every five years, the collaborative agreement is reviewed and renewed. Attached please find the renewed agreement that is in effect from January 1, 2022 through December 31, 2026. The agreement identifies the work and collaboration that occurs through the group, and identifies the county as the fiscal host. The goal of the Children's Collaborative is to ensure coordination and integration of services and funding to pay for services that are beneficial to Pine County youth. The Children's Collaborative currently funds the cultural community coach, a job developer position for youth who have special needs and are transitioning out of high school, an early childhood resource coach, a portion of mental health support services at VISION, a portion of student support services at the four public school districts in the county, and transportation coordination for day treatment services. The County Attorney has reviewed the agreement.

Action Requested:

Authorize the County Board Chair to sign the Pine County Children, Families, and Learning Services Collaborative Agreement.

Financial Impact:

None- the collaborative receives funding through local time studies. HHS is the fiscal host for the collaborative and prepares the quarterly reports that are submitted to the state. Through those cost reports and time studies, revenue is received and is allocated to the Collaborative. Those revenues are then used to pay for the services as approved by the Children's Collaborative.

Pine County Children, Families and Learning Services Collaborative Agreement

Revised November 2021

This Agreement, and amendments and supplements thereto, is between the Pine County Board of Commissioners, the Mille Lacs Band of Ojibwe, the Lakes and Pines Community Action Council, East Central Public Schools, Hinckley-Finlayson Public Schools, Pine City Public Schools, the Willow River School District, and the St. Croix River Education District, hereinafter referred to as the "Collaborative."

WHEREAS, it is felt by the Collaborative members that certain services can best be delivered through collaborative efforts, and

WHEREAS, the Collaborative, pursuant to Minnesota Statutes 124D.23 , Family Services and Community-Based Collaboratives and/or Minnesota Statutes 245.491 to 245.495 for Children's Mental Health Collaboratives are authorized to enter into collaborative relationships to establish integrated children's' service systems;

NOW THEREFORE, it is agreed:

1. ESTABLISHMENT OF A COLLABORATIVE

That hereby there is established a service Collaborative to be known as the Pine County Children, Families and Learning Services Collaborative. The Collaborative shall not function as a service provider but shall operate between existing agencies to coordinate their supports, interventions and services. The Collaborative shall not replace existing agencies but shall recreate relationships among them.

2. PURPOSE OF COLLABORATIVE

The Collaborative shall:

- a. Establish, with assistance from families and service providers, clear goals for addressing the health, developmental, educational, and family-related needs of children and youth and use outcome-based indicators to measure progress toward achieving those goals;
- b. Establish a comprehensive planning process that involves all sectors of the community, identifies local needs, and surveys existing local programs;
- c. Integrate service funding sources so that children and their families obtain services from providers best able to anticipate and meet their needs;
- d. Coordinate families' services to avoid duplicative and overlapping assessment and intake procedures;
- e. Focus primarily on family-centered services;
- f. Encourage parents and volunteers to actively participate by using flexible scheduling and actively recruiting volunteers;
- g. Provide services in locations that are readily accessible to children and their families;
- h. Identify federal, state, and local institutional barriers to coordinating services and suggest ways to remove these barriers; and

- i. Design and implement an integrated local service delivery system for children and their families that coordinates services across agencies and is client centered. The delivery system shall provide a continuum of services for children birth to age 18, or birth through age 21 for individuals with disabilities. The Collaborative shall describe the community plan for serving pregnant women and children from birth to age six.

3. ACCOMPLISHMENT OF PURPOSE

The general purpose shall be accomplished by the:

- a. Creation of a Pine County Children's Cabinet, which may on behalf of Collaborative members and through a designated Fiscal Host apply for, receive and administer integrated funding and exercise its authority in such a way as to accomplish the purpose of this Agreement as set forth in section 2. The care, management and control of the Collaborative shall be vested in the Pine County Children's Cabinet. The Children's Cabinet shall establish and adopt By-Laws to manage the operation of the Collaborative.
- b. The development of Collaborative Service Plans that formally organize interagency collaborative services.
- c. The development of an organizational structure for interagency service delivery based on interagency service planning committees and respective procedural manuals.

4. ORGANIZATION OF CHILDREN'S CABINET

The Children's Cabinet shall manage the ongoing business of the Collaborative and shall consist of the following voting members:

- a. Director, Pine County Community Health Administration
- b. Director, Pine County Health and Human Services
- c. Director, Pine County Probation Department
- d. Sheriff, Pine County
- e. Representative, Lakes and Pines Community Action Council
- f. Superintendent, East Central Public Schools
- g. Superintendent, Hinckley-Finlayson Public Schools
- h. Superintendent, Pine City Public Schools
- i. Superintendent, Willow River School District
- j. Representative, Non-governmental agency
- k. Representative, Mille Lacs Band of Ojibwe
- l. Director, St. Croix River Education District

The Non-governmental agency Representative will be for a minimum two-year term (no maximum term limits) at which time application/re-application will need to be made to the Chisago County Children's Cabinet and majority consent required for approval.

5. POWERS AND RESPONSIBILITIES OF THE CHILDREN'S CABINET

The Children's Cabinet is the governing board of the Collaborative. The Children's Cabinet is empowered to act in the interest of Collaborative members and to provide for a thorough and continuing system of reporting and communication.

- a. The County is the Fiscal Host of the Collaborative. The Children's Cabinet may through its designated Fiscal Host:

- (1) apply for and receive integrated funds for which it is eligible.
 - (2) employ professional and other personnel as the need arises, either on the basis of permanent employment through contractual agreements or in a temporary or consultative capacity, but only to the extent that funds have been made available to it for that purpose.
 - (3) the Children's Cabinet shall provide insurance and Workman's Compensation as required by law for any of its employees.
 - (4) all contracts entered into by the Collaborative must comply with the requirements that the County requires when the County contracts with another party.
- b. The Children's Cabinet shall establish and adopt a Collaborative Service Plan for the operation of each service supported with integrated funds. Service Plans shall be initiated by the action of the Children's Cabinet and as appropriate, shall contain, but need not be limited to:
- (1) the name of the service and the date the Collaborative Service Plan was initiated;
 - (2) a statement of the need for the service, how the need was determined and the projected cost benefits;
 - (3) the relevant regulatory and/or legal mandates this Collaborative Service Plan will address;
 - (4) a description of the service, the current service populations and a description of the expected outputs and products;
 - (5) the long-term expected outcomes, the key indicators used to measure those outcomes, the method and timeline by which the service will be evaluated and outcomes reported;
 - (6) a description of the responsibilities of the fiscal host of the Collaborative Service Plan and/or the purchasing districts/agencies;
 - (7) a description of the organizational structure that will provide for interagency involvement in Collaborative Service Plan implementation;
 - (8) an estimated line item budget with sources of revenues and the method by which costs will be determined; and
 - (9) a job description and a description of conditions of employment for all staff delivering the service.
 - (10) short-term (annual) service goals;
- c. The Children's Cabinet shall annually formulate a preliminary integrated funds budget by its March meeting and approve a final budget by its last scheduled meeting of the fiscal year. The budget shall include line item budgets for the administration and operation of the Collaborative and services provided by the Collaborative through its fiscal host.
- d. No member shall be committed to the expenditure of any local funds without its approval.
- e. The Children's Cabinet shall establish and adopt fiscal, personnel and other policies to govern the implementation of Collaborative Service Plans supported with integrated funds as well as those Collaborative Service Plans developed by Collaborative members.
- f. The Children's Cabinet shall annually report to Collaborative members governing boards regarding all activities of the Collaborative.
- g. The Children's Cabinet shall maintain and submit to the State of Minnesota or to the Fiscal Agent, as requested, all documents and reports necessary to meet the reporting requirements of the LCTS. The Children's Cabinet shall oversee the preparation and distribute to all Collaborative members periodic reports on its activities, specifically on allocations and expenditures of LCTS revenues.

- h. The Children’s Cabinet shall develop and approve for implementation, formal Interagency Procedural Agreements and establish related Interagency Planning Committees that provide written procedures for dispute resolution, problem solving and communication.
- i. The Children’s Cabinet shall develop procedures to ensure that consumers are represented in service planning and implementation.
- j. Assume the responsibilities of the Early Childhood Committee, Community Transition Interagency Committee (CTIC), and Youth at Risk Committee.
- k. The Children’s Cabinet may establish from time to time rules of procedure governing internal matters such as meeting schedules, notices, quorums, voting, and rules of order, and such other policies and rules as it may deem advisable and which are not inconsistent with this Agreement or applicable law.

6. ADDITION OF COLLABORATIVE MEMBERS

Any service unit may become a Collaborative member upon application to the Children’s Cabinet, majority consent of the current Collaborative members and subscription to the Agreement. Membership shall become effective on the date of subscription to this Agreement.

7. EX-OFFICIO MEMBER IN THE COLLABORATIVE

Any service unit may become an ex-officio member of this Collaborative upon application to the Children’s Cabinet and majority consent of the Cabinet. Ex-officio members do not have voting power. Ex-Officio status shall entitle members to agendas, minutes and participation in any Collaborative function.

8. POWERS AND RESPONSIBILITIES OF THE FISCAL HOST

The designated Fiscal Host, shall be empowered to finance Collaborative administration and services implemented pursuant to the Agreement as follows:

- a. By serving as the fiscal liaison between all Collaborative members and the Minnesota Department of Human Services.
- b. By receiving cost reports from the Collaborative members and combining the individual cost reports into a collaborative summary.
- c. By establishing and maintaining reports on the base level expenditures for all LCTS spending by the Collaborative.
- d. By maintaining records, accepting receipts, disbursing funds and filing all claims for reimbursement in accordance with the integrated funds budget as approved by the Children’s Cabinet.
- e. By applying for, receiving and administering integrated funds as authorized by the Children’s Cabinet.
- f. By submitting to the Minnesota Department of Human Services and to the federal government all data, reports and documents required regarding LCTS funds, in such forms and at times as the Minnesota Department of Human Services or the federal government may request, with copies to the Children’s Cabinet.
- g. By establishing and maintaining a financial recordkeeping system from which an annual financial audit may be derived.

9. SEPARATE BENEFITS FOR COLLABORATIVE MEMBERS

Nothing herein shall prevent any member from applying separately for any benefits to which it may be entitled. Nothing herein shall commit any member to the expenditure of any local funds without its approval.

10. WITHDRAWAL FROM AGREEMENT

All members of the Collaborative shall be bound by the terms of this Agreement during any fiscal year in which it is a member. Any member may withdraw from this Agreement by giving to the other Collaborative members, by February 1, a written resolution by its governing board of its intention to withdraw. Withdrawal shall become effective on June 30 following such written notice.

When a member exercises its option to withdraw, no fiscal liability shall accrue beyond the effective date of withdrawal.

The withdrawing member shall not be entitled to a refund of contributions made to the integrated fund or other fees paid to operate the Collaborative.

The withdrawing member shall be entitled to their proportionate share of the current depreciated value of any real or personal property they helped purchase.

Upon termination of membership in this Agreement, the withdrawing member shall refund its proportionate share of outstanding debts and obligations.

11. DISSOLUTION OF COLLABORATIVE

Notwithstanding members' authority to withdraw, this Agreement and the Children's Cabinet shall continue in force until all participating members mutually agree to terminate this Agreement by joint resolution of the members. After the effective date of termination the Children's Cabinet shall continue to exist for the limited purpose of discharging the Collaborative's debts and liabilities, settling its affairs and disposing of integrated fund assets, if any.

Upon termination of this Agreement and the dissolution of the Children's Cabinet, Collaborative members and members shall be refunded their proportionate share of the integrated fund balance and the current depreciated value of any real or personal property they helped purchase, less their proportionate share of outstanding debts and obligations.

12. AGREEMENT REVIEW AND AMENDMENT

This Agreement will be reviewed annually by the Children's Cabinet. A majority of the Children's Cabinet may recommend amendments to this Agreement. Members shall approve this Agreement, as amended, annually at their first meeting occurring after July 1.

13. SAVINGS PROVISION

Should any provision of this Agreement be found unlawful, the other provisions of this Agreement shall remain in full force and effect if by so doing, the purpose of this Agreement taken as a whole

can be made operative. Should any provisions be found unlawful, the Agreement shall be amended so that the Agreement is lawful.

14. INSURANCE

The Collaborative is a municipality pursuant to Chapter 466 of the Minnesota Statutes. The Collaborative shall obtain insurance to cover the Collaborative's liabilities, the liabilities of the Collaborative's employees and officers pursuant to Chapter 466 of the Minnesota Statutes.

IN WITNESS WHEREOF, this Agreement is entered into by the action of the governing body of each member and in attestation thereof, this instrument is signed in their respective names by their respective Board Chair.

Pine County Board of Commissioners

Board Chair

Date

Lakes and Pines Community Action Council

Shelly Laska

Board Chair

12-20-2021

Date

District #578 Pine City

Ava Nos-Tolupson

Board Chair

12/13/21

Date

District #2580 East Central

Richard Thomson

Board Chair

11-8-21

Date

District #2165 Hinckley/Finlayson

[Signature]

Board Chair

11/8/21

Date

District # 577 Willow River

[Signature]

Board Chair

10/28/21

Date

Mille Lacs Band of Ojibwe

Representative

Date

St. Croix River Education District

James Nord

Representative Board Chair

11/2/21

Date

D

Non-Governmental Agency

Therapeutic Services Agency, Inc.
Cheryl Spetana McHugh

Representative

10-25-2021

Date

DEFINITION OF TERMS

Children - Those children not graduated from a high school and eligible for services delivered by one of the Collaborative members.

Children's Cabinet - The management unit of the Collaborative.

Collaborative Services - Those services shared by two or more members and implemented under an approved Collaborative Service Plan.

Collaborative Service Plan - A written description of a collaborative service between two or more members.

Collaborative Service Staff - Those persons who manage and/or implement an approved Interagency Service Plan.

Fiscal Host - The one member among the Collaborative members which the Children's Cabinet appoints and acting in the name of the Children's Cabinet, and with permission of its Governing Board, manages the fiscal affairs of the Collaborative.

Fiscal Year - That period which begins on July 1 of the calendar year and ends on June 30 of the following calendar year.

Integrated Fund - Those funds generated by the Local Collaborative Time Study, the grant monies funding the Family Collaboratives and the federal dollars flowed to the Interagency Early Intervention Committee (IEIC) and other monies agreed upon by the Children's Cabinet.

Service Unit - Any agency, either public or private, that provides services to children and their families in Pine County.

Member - A signatory to this Agreement.



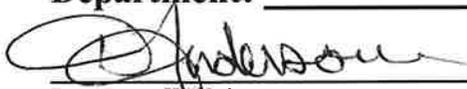
AGENDA REQUEST FORM

Date of Meeting: April 5, 2022

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

Agenda Item: 2022 MN Federal Boating Safety Supplemental Equipment Grant

Department: Pine County Sheriff's Office



 Department Head signature

Background information on Item:

The grant amount is for \$6,220.00.

The Federal Boating Safety Supplemental Equipment Grant can only be used for safety enforcement equipment purchases.

This grant will be used to purchase 12 inflatable life jackets and 14 buoys.

Action Requested:

The Pine County Sheriff's Office respectfully asks for the approval and signing of the 2022 Federal Boating Safety Supplemental Equipment Grant.

Financial Impact:

This grant does not require matching funds.


**DEPARTMENT OF
NATURAL RESOURCES**

2021 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT
GRANT CONTRACT AGREEMENT
ENCUMBRANCE WORKSHEET

Contract #: 209155

PO #: 3-205585

State Accounting Information

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2022	Source Type REIMB	Vendor Number 0000197310-001
Total Amount \$6,220	Project ID R29G70CGBLA19	Billing Location R297000221	DUNS 019066948	

Accounting Distribution

Fund	Fin. Dept. ID	Approp. ID	Category	Account	Amount	Activity
3000	R2937715	R297227	84101501	441302	\$3,000	A4CG002
3000	R2937715	R297227	84101501	441302	\$3,220	A4CG004

Grant Begin Date February 1, 2022	Grant End Date August 1, 2022
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Grantee Name and Address:

Pine County Sheriff's Office
635 Northbridge Drive NW, Suite 100
Pine City, MN 55063

Payment Address:
(where DNR sends the check)

Pine Co. Treasurer
635 Northridge Dr. NW #230
Pine City, MN 55063

**2021 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT
GRANT CONTRACT AGREEMENT**

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Pine County Sheriff's Office, 635 Northbridge Drive NW, Suite 100, Pine City, MN 55063 (DUNS 019066948) ("Grantee"). The payment address for this grant agreement is Pine Co. Treasurer, 635 Northridge Dr. NW #230, Pine City, MN 55063.

Recitals

1. Under Minnesota Statute [§84.026](#), [§86B.101](#) and Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 the State is empowered to enter into this grant contract agreement. This grant contract agreement is a non-research and non-developmental grant.
2. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of the specific items for recreational boating safety.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** February 1, 2022, Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.
- 1.2 **Expiration date:** August 1, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant contract agreement as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1). Grantee will be reimbursed, as specified in Exhibit A which is attached and incorporated into this grant contract agreement, for the purchase of the items noted there. The Grantee will submit to the State the required documents noted in Exhibit A which is attached and incorporated into this grant contract agreement. The State will make available supplementary funding in the amount noted in this grant contract agreement to cover the cost of the specific items for recreational boating safety noted in Exhibit A which is attached and incorporated into this grant contract agreement. See Exhibit A which is attached and incorporated into this grant contract agreement for life jacket wear policy requirement and allowable expenditures specific to this grant. See Exhibit B which is attached and incorporated into this grant contract agreement for specific federal requirements that affect this grant contract agreement. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract agreement. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

Reporting Requirements: The Grantee is bound to financial and performance requirements as noted in this grant contract agreement and Exhibit A which is attached and incorporated into this grant contract agreement.

3 Time

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

4 Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract agreement as follows:
 - (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant contract agreement up to Six thousand two hundred twenty dollars (\$6,220).
 - (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed Six thousand two hundred twenty dollars (\$6,220).
- 4.2 **Payment**
 - (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices shall be submitted timely in a form prescribed by the State within the dates previously noted in "Term of Grant Contract Agreement" in this grant contract agreement. Invoice procedures are specified in Exhibit A which is attached and incorporated into this grant contract agreement.

- (b) **Federal funds.** Payments under this grant contract agreement will be made from federal funds obtained by the State through the U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110. See Exhibit B which is attached and incorporated into this grant contract agreement for specific federal requirements that affect this grant contract agreement. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

4.3 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) The grantee must not contract with vendors who are suspended or debarred in MN:

<http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

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

6 Authorized Representative

The State's Authorized Representative is [Adam Block, Boating Law Administrator, Enforcement Division, Minnesota Department of Natural Resources \(DNR\), 500 Lafayette Rd., St. Paul, MN 55155-4047, adam.block@state.mn.us](#), or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is [Sheriff Jeff Nelson, Pine County Sheriff's Office, 635 Northbridge Drive NW, Suite 100, Pine City, MN 55063](#) or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

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

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant contract 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 grant contract agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Contract Agreement Complete.** This grant contract agreement, including Exhibits A and B which are attached and incorporated into this grant contract agreement, contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8 Liability

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

9 Audits (State and Single)

Under [Minn. Stat. §16B.98, Subd. 8](#) and [2 CFR 200.331](#), the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

10 Government Data Practices

10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.

12 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- (e) Any other applicable non-discrimination law(s).

13 Workers Compensation

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

14 Publicity and Endorsement

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

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

15 Governing Law, Jurisdiction, and Venue

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

16 Termination

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

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

16.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract agreement if:

(a) Funding for grant from U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (FAIN 3319FAS190127), (CFDA number 97.012) in U.S.C. 13101-13110 is withdrawn.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

17 Data Disclosure

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

18 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

19 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- 19.1 The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 19.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

20 Whistleblower Protection Rights

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

- (a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).
- (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
- (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

Attachments:

- _____ A. Federal Grant Agreement
- _____ B. Exhibit A
- _____ C. Exhibit B
- _____ D. Conflict of Interest Disclosure

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Statutes 16A.15 and 16B.98.

Signed: Tara Rose Digitally signed by Tara Rose
Date: 2022.03.16 13:04:53 -05'00'

Date: _____

SWIFT Contract/PO No(s) 209155/3-205585

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

**2021 STATE OF MINNESOTA FEDERAL BOATING SAFETY
SUPPLEMENTAL EQUIPMENT GRANT CONTRACT AGREEMENT
(CFDA #97.012)**

1. The purpose of this grant is to provide supplementary funding to the Grantee, not exceeding the amount specified in Clause 4 of the grant contract agreement, to purchase the following specific equipment or other items that will be used for recreational boating safety activities:

- Buoy x 14
- Lifejacket x 12

** means trade-in or cost share by county*

*** means 25% county dive equipment cost share requirement*

2. The program shall begin on February 1, 2022 or date grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. The purchase, delivery and payment of approved items must be completed by August 1, 2022. An extension beyond that date for purchase, delivery and payment may be granted, if requested by the Grantee in writing to the State's representative. If approved by the State's representative, an amendment form is created which requires signatures by Grantee and State's representative. Requests submitted after August 1, 2022, that have not been granted an extension from the State, are not eligible for reimbursement and will become the Grantee's sole responsibility. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant.
3. The Grantee must first purchase the item as specified in this grant, follow any specific county purchasing procedures and pay for it from the Grantee's funds. The Grantee must then submit the following for reimbursement by the deadline noted in #2 above:
- a. An invoice from the Grantee, for purchases dated no earlier than February 1, 2022 or date grant is fully executed and not later than August 1, 2022, with a description of all the item(s) being requested for reimbursement. The purchase/invoice deadline may be modified if an extension, as noted in clause #2 above, is granted and approved by the State's representative.
 - b. A copy of the invoice(s) from the vendor(s) showing the amount the Grantee actually paid, including shipping, sales tax and any setup costs.
 - c. If the item is valued over \$5,000, the Grantee's asset number(s) & equipment serial number(s) must also be included on the invoice.
 - d. All reimbursement requests must be sent to: adam.block@state.mn.us
4. County life jacket wear policy required for personnel working in boat and water. Policy must be submitted to State before DNR grant contract agreement approval.
5. Aids to navigation purchased through this grant must comply with the requirements in Minnesota Rule 6110.1500. Watercraft purchased through this grant must be registered with the State and display registration numbers and validation decals as noted in Minnesota Rule 6110.0100 - .0900.
6. The Grantee agrees that, when requested by the State, they will promptly complete an inventory on items purchased at a cost of more than \$5,000 and forward it to the State's representative.
7. The State will supply a special label that will need to be applied to each item of equipment that exceeds \$5,000. This label indicates that federal boating safety funds were used for all or a portion of the purchase.
8. Items purchased under this grant may not be sold, traded or disposed of without prior written permission and instructions from the State as to the disposition of the item(s), and any funds derived from their sale or trade.

The Grantee must promptly notify the State's representative if any item over \$5,000 purchased through this grant is lost or stolen.

9. By accepting this grant, the Grantee agrees, when requested, to accurately & promptly complete and return to the state any reports required by the State or the cognizant federal agency regarding activities, expenditures or accomplishments for the recreational boating safety program.
10. In any reference to this grant, it should be referred to as: "A federal boating safety sub grant through the Minnesota Department of Natural Resources."

**2021 FEDERAL ASSURANCES
NON-CONSTRUCTION PROGRAMS**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et sq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-248 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations." *(see below).
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**If the COUNTY (as defined on page 1 of this grant) expends more than \$500,000 in federal assistance per year, it agrees to have a program-specific or single audit made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 – "Audits of States, Local Governments and Non-Profit Organizations." Copies of the audit report are required to be sent to the following: 1) Office of the State Auditor – Single Audit Division, Suite 500, 525 Park Street, St. Paul, MN 55103, 2) Minnesota Department of Natural Resources, Internal Audit Section – Office of Management & Budget Services 500 Lafayette Road, St. Paul, MN 55155 and 3) The Federal Single Audit Clearinghouse located at: Bureau of the Census, Data Preparation Division, 1201 East 10th Street, Jeffersonville, IN 47132.*



AGENDA REQUEST FORM

Date of Meeting: April 5, 2022

- County Board**
 - Consent Agenda**
 - Regular Agenda**
- Personnel Committee**
- Other** _____

5 mins. 10 mins. 15 mins. Other

Agenda Item: Final Payment Contract #2002

Department: Pine County Public Works

Mau a Jez
Department Head signature

Background information on Item:

Final Payment Contract #2002 in the amount of \$202,644.72 to Knife River Corporation for:

- SAP 058-652-012 Located on CSAH 52, from C.R. 157 to CSAH 61. 5.4 Miles
- SAP 058-661-028 Located on CSAH 61 in Pine City, from CSAH 7 to the Snake River Bridge. 0.702 Miles
- SAP 058-670-001 Located on CSAH 70, from CSAH 61 to TH 70. 0.46 Miles
- CP 058-020-003 Located on 2nd St in Sturgeon Lake from Lake Ave. to CSAH 61. 0.7 Miles
- CP 058-020-004 Located on Cemetery Rd in Sturgeon Lake from CR 161 to 0.268 Miles South. 0.268 Miles
- CP 058-052-003 Located on CSAH 52 from CR 157 to 1.0 Mile North. 1.0 Miles
- CP 058-108-001 Located on CR 108 from CR 109 to TH 70. 0.5 Miles
- CP 058-109-001 Located on CR 109 from CSAH 61 to Fairfield Ave. in Rock Creek. 0.982 Miles
- CP 058-157-001 Located on CR 157 in Denham, from CSAH 41 to CSAH 52. 0.979 Miles

Action Requested:

Approve final payment to Knife River Corporation in the amount of \$202,644.72

Financial Impact:

Projects funded in 2020 budget



AGENDA REQUEST FORM

Date of Meeting: April 6, 2022

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

Agenda Item: Part-Time Hazardous Waste Recycling Attendants

Department: Solid Waste

Caleb Anderson
Department Head signature

Background information on Item:

The Solid Waste Department is seeking to hire (2) Part-Time Hazardous Waste Recycling Attendants. These non-union, FSLA non-exempt positions will complete the staffing needs for the household hazardous waste facility.

Action Requested:

Authorize hiring (2) Part-Time Hazardous Waste Recycling Attendants, Rick Gross and Jean Peterson, as non-union, Grade 1, employees at a wage of \$15.87 per hour, starting April 6th, 2022, pending successful baseline medical examination for working with hazardous waste.

Financial Impact:

All costs associated with these positions are within the Solid Waste Department budget.



AGENDA REQUEST FORM

Date of Meeting: April 6, 2022

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

Agenda Item: 2022 Watercraft Inspectors and Intern

Department: Planning, Zoning & Solid Waste

Department Head signature

Background information on Item:

The Planning and Zoning Department is seeking to hire four Watercraft Inspectors to assist with the Watercraft Inspection Program and one intern to assist with the overall Aquatic Invasive Species (AIS) Program. These positions were included in the 2022 AIS Plan approved by the Board on February 16, 2022.

Action Requested:

- 1.) Authorize hiring the following (4) temporary Watercraft Inspectors and (1) Intern at the associated wage with an effective date of 04/06/2022,
 - Robert Sunstrom/ \$16.50/hour
 - Jay Kaelberer/ \$16.50/hour
 - Klaus Rechelbacher/ \$16.50/hour
 - Ray Fenner/ \$16.50/hour
 - Emma Willhite (Intern)/ \$16.00/hour

Financial Impact:

No levy dollars are associated with this request. All position costs are within the 2022 AIS budget.



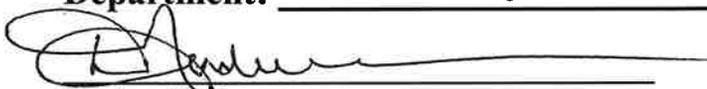
AGENDA REQUEST FORM

Date of Meeting: April 5, 2022

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

Agenda Item: Full time Deputy Position

Department: Pine County Sheriff's Office


Department Head signature

Background information on Item:

Ryan Helin has accepted the position of Full time Deputy.

Helin's effective employment date will be April 18, 2022 at \$26.65, Grade 10, Step 1.

Action Requested:

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

Financial Impact:

This position is budgeted for 2022.



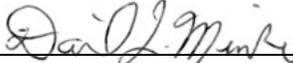
AGENDA REQUEST FORM

Date of Meeting: April 5, 2022

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

Agenda Item: Consider Training Request

Department: Commissioner



Department Head signature

Background information on Item:

Commissioner Lovgren has been invited to participate in the Minnesota County Commissioner Cohort of the National Association of Counties (NACo) High Performance Leadership Academy.

The NACo High Performance Leadership Academy is an innovative, online 12-week program created to equip county government leaders with the practical skills to deliver results for counties and communities.

With a robust curriculum developed by the Professional Development Academy in partnership with Fortune 1000 executives, public sector leaders, world-renowned academics and thought leaders, including General Colin Powell and Dr. Marshall Goldsmith, the High-Performance Leadership Academy was designed specifically for the unique challenges and opportunities of serving in county government.

The course runs April through July 2022 and the cost is \$1,695. Commissioner Lovgren has secured a scholarship from AMC to cover the registration cost.

The National Association of Counties (NACo) Annual Conference is July 20-24 in Adams County (Aurora) Colorado. Commissioner Lovgren is a member of the Telecommunications and Technology Policy Steering Committee, which meets during the annual conference. Additionally, the NACo Annual conference is an opportunity to learn about current best practices and develop networks with other county officials from around the county. The total cost of the conference including registration, travel, lodging, and meals is estimated at \$3,000.

Action Requested:

1. Authorize Commissioner Lovgren to participate in the NACo High Performance Leadership Academy.
2. Authorize out of state travel for any county commissioner interested in attending the NACo annual conference in Adams County Colorado.



AGENDA REQUEST FORM

Date of Meeting: _____

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

Agenda Item: _____

Department: _____



Department Head signature

Background information on Item:

Action Requested:

Financial Impact:



AGENDA REQUEST FORM

Date of Meeting: 04/05/2022

- County Board**
 - Consent Agenda
 - Regular Agenda
- Personnel Committee
- Other _____

5 mins. 10 mins. 15 mins. Other

Agenda Item: Approve attendance at conference

Department: HHS

Rebecca Foss

Department Head signature

Background information on Item:

Fraud Investigator Kari Rybak has requested to attend the 2022 MN Fraud Investigator's Association Spring Conference from May 11-13 in Nisswa, MN.

Action Requested:

Authorize Fraud Investigator Kari Rybak to attend the 2022 MN Fraud Investigator's Association Spring Conference from May 11th to May 13th in Nisswa, MN.

Financial Impact:

Registration: \$175

Accommodations (includes meals): \$389.64

Total cost: \$564.64

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



AGENDA REQUEST FORM

Date of Meeting: April 5, 2022

County Board

Consent Agenda

Regular Agenda 5 mins. ___ 10 mins. ___ 15 mins. ___ Other ___

Economic Development Committee

Housing Redevelopment Authority

Agenda Item: The Village Apartments, LLC -- Tax Abatement Public Hearing
-- to be heard at 10:00am or as soon thereafter as practical

Department: Administration/Economic Development

Department Head Signature

Background information on item:

The Village Apartments, LLC has requested property tax abatement in the amount of \$200,000 for the development of a 25-unit multi-family apartment building to be located at 320 - 3rd Street SE in Pine City, Pine County, Minnesota, 55063, also known at PID 42.5188.000 and 41.5186.000.

Action Requested:

- A. Presentation of the project
- B. County Board questions and discussion
- C. Open Public Hearing
- D. Take public testimony
- E. Close Public Hearing
- F. County Board additional discussion if necessary
- G. Consider adoption of Pine County Resolution 2022-17 Approving Property Tax Abatement for the Village Apartments, LLC.

Financial Impact:

Total amount not to exceed \$200,000 over 15 years; or 95% of the County's share of the increase generated by the incremental new value of the project annually.

**PINE COUNTY
STATE OF MINNESOTA
RESOLUTION NO. 2022-17**

RESOLUTION APPROVING PROPERTY TAX ABATEMENT FOR THE VILLAGE APARTMENTS, LLC

BE IT RESOLVED by the Board of Commissioners (the “Board”) of Pine County, Minnesota (the “County”), as follows:

1. Recitals.

- 1.1. The Village Apartments LLC, a limited liability company in the State of Minnesota (the “Company”) has requested that the County of Pine (the “County”) abate its additional prospective property taxes to be generated on PID 42.5188.000 and PID 42.5186.000, legally described in Exhibit A, in the City of Pine City (the “Property”), owned by the Company, resulting from the construction of a multifamily apartment building on the Property with twenty-five (25) apartment units (the “Project”), all as further described below.
- 1.2. Pursuant to Minnesota Statutes section 469.1813, subdivision 6(a) the requested property tax abatement (the “Abatement”) would be for a maximum of 15 years with respect to property taxes payable in 2024 through 2038. The portion of the Abatement attributable to the County is estimated not to exceed \$200,000. However, if the City of Pine City declines to grant an abatement, then the maximum of 20 years is applicable under section 469.1813 subdivision 6(b) for taxes payable in 2024 through 2043. The 20-year maximum may later be reduced as specified in section 469.1813 subdivision 6(b) if Pine City later grants an abatement.
- 1.3. Property tax abatements, such as the Abatement, are authorized under Minnesota Statutes, Sections 469.1812 through 469.1815 (the “Abatement Law”).
- 1.4. On April 5, 2022, in accordance with the Abatement Law, a public hearing was held on the question of the Abatement, and as required by the Abatement Law, notice of said hearing was published at least 10 days but not more than 30 days prior to the hearing.
- 1.5. On April 6, 2022, the City Council of Pine City will hold a public hearing to consider a request for Abatement, for the same amount from the City’s portion of the property taxes.
- 1.6. A Contract for Private Development, also referred to as the Development Agreement will be executed pursuant to which the Company will undertake the Minimum Improvements and the remaining parties will reimburse the Company for certain costs it incurs in relation to the Minimum Improvements, including but not limited to the County Abatement.

2. Findings. The Board hereby makes the following findings:
 - 2.1. The Board expects the benefits of the Abatement to the District to be at least equal to the costs thereof.
 - 2.2. Granting the Abatement is in the public interest because it will (1) increase the tax base of the County, (2) provide new employment opportunities, (3) redevelop areas with blight and contamination, and (4) help provide access to diverse, affordable housing for residents of the County.
 - 2.3. The Board expects the public benefits described in (2.2) above to be derived from the Abatement.
 - 2.4. The Property is not located in a tax increment financing district.
3. Terms of Abatement. The Board hereby ratifies all actions of the County's staff and consultants in arranging for approval of this resolution in accordance with the Abatement. Subject to provisions of the Abatement, the County Abatement is hereby approved and adopted subject to the following terms and conditions:
 - 3.1. The term "County Abatement" means the County's share of the real property taxes generated from the land and improvements on the Property, in the amounts described here:
 - 3.1.1. The aggregate County Abatement paid by the County during the term of this resolution will not exceed \$200,000.
 - 3.1.2. Notwithstanding anything to the contrary herein, the County Abatement payable on any June 1 and December 1, combined, will not exceed more than 95% of the County's share of the increase according to value of property taxes generated by the incremental new value of the Project. The incremental new value will be the Property's net tax capacity more than its base net capacity of \$660 (assessment year 2021 / taxes payable year 2022).
 - 3.1.3. In accordance with Section 469.1813, subdivision 8, in no year shall the total amount of property taxes abated exceed (1) five percent of the current levy, or (2) \$100,000, whichever is greater.
 - 3.2. The County Abatement will be paid by the City at the direction of the County to the Company on the dates and in accordance with all the terms and conditions of the Contract for Private Development.
 - 3.3. The County Abatement is granted for a duration of 15 years and shall apply to the taxes payable in the years 2024 through 2039, inclusive, unless paragraph 2.2 becomes inapplicable, in semiannual installments each June 1 and December 1, commencing June

- 1, 2024, or as set forth in the Contract for Private Development.
- 3.4. In the event the City of Pine City declines, in writing, to grant an abatement to Company, or if 90 days pass after receipt of a request to the City to grant an abatement without a written response from the City, the Abatement shall increase in duration to a maximum of 20 years and shall apply to the taxes payable in the years 2024 through 2044, inclusive.
 - 3.5. The Abatement shall be subject to modification in accordance with the Abatement Law, and subject to the terms of the executed Contract for Private Development.
 - 3.6. In accordance with Section 469.1815 of the Abatement Law, the County will add to its levy in each year during the term of the County Abatement the total estimated amount of current year County Abatement granted under this resolution.
 - 3.7. The County makes no warranties or representations regarding the amount or the availability of the County Abatement.
 - 3.8. County Administrator David Minke is authorized to execute a Contract for Private Development consistent with these terms, subject to approval of the County Attorney.
 - 3.9. The Abatement may not be modified or changed during the term set forth in (3.1) (or (3.4), if applicable) above, except with the prior written consent of County.
 - 3.10. The Abatement shall be subject to all the terms and limitations of the Abatement Law.
 - 3.11. To be entitled to the Abatement, the Company shall not be in default within the County on any of its payment obligations respecting any taxes, assessments, utility charges or other governmental impositions.
 - 3.12. Pursuant to the Pine County Business Subsidy Policy, the recipient of the business subsidy must retain ownership of the project at least long enough to stabilize its occupancy, to establish project management, and if applicable, to initiate repayment of the business subsidy. The recipient of the business subsidy shall continue operations at the site where the subsidy is used for the length of time approved by the County Board, but not less than five (5) years after the benefit begins.
4. Contract for Private Development Approved. The Contract for Private Development is hereby in all respects authorized, approved and confirmed and the Chair and County Administrator are hereby authorized and directed to execute and deliver the Contract for Private Development for and on behalf of the County in substantially the form now on file with the County but with such modifications as shall be deemed necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all modifications therein.

5. Implementation. The Chair and the County Administrator are authorized and directed to execute and deliver any agreement, certificates or other documents that the County determines are necessary to implement this resolution.
6. Effective Date. This resolution is effective upon approval by the County Board of Pine County of its property tax abatement and the execution in full of the Contract for Private Development.

Approved by the Board of Commissioners of Pine County, Minnesota on this 5th day of April 2022.

Stephen M. Hallan
Pine County Board of Commissioners, Chair

Attest:

David J. Minke
County Administrator

Board member _____ moved the adoption of the foregoing resolution, and said motion was duly seconded by Board member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly adopted.

Exhibit A

West Thirty (30) feet of Lots One (1) and Two (2), Block Twenty-three (23), Original Townsite of Pine City, Pine County, Minnesota.

AND Lots 3, 4, 5 and 6, Block 23, Original Townsite of Pine City, Pine County, Minnesota.

The Village Apartments

Tax Abatement Request

PINE COUNTY
MINNESOTA



History

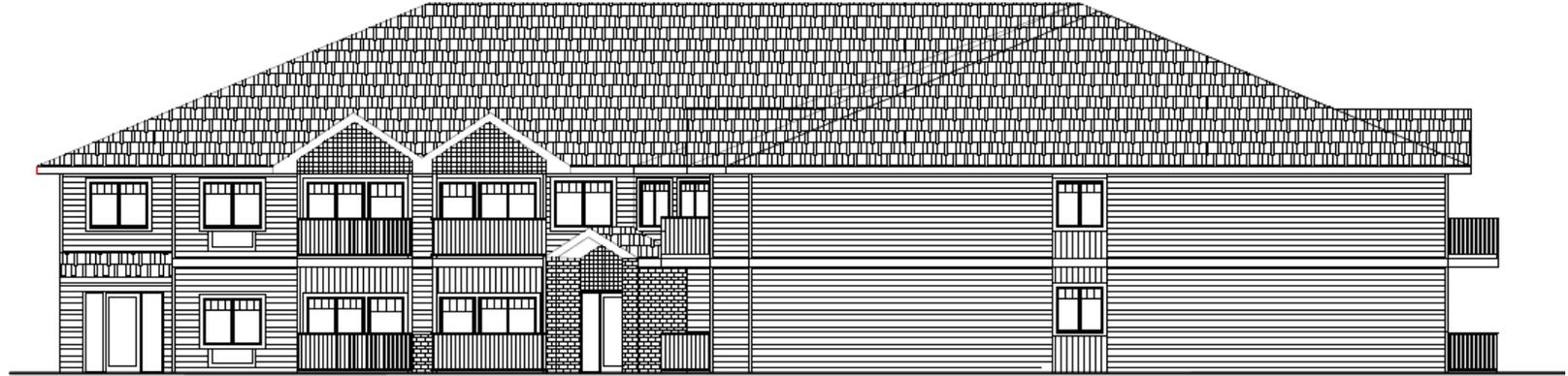
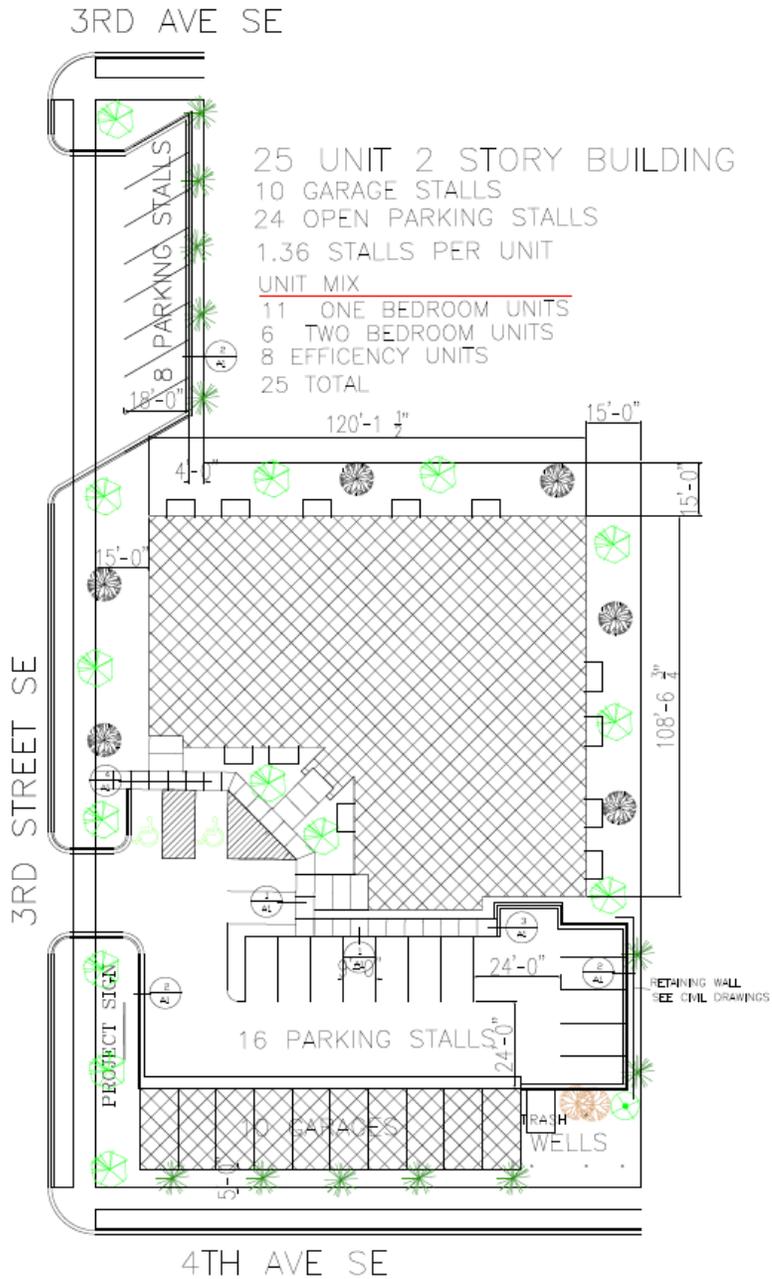
- Pine City Feed Mill closed in 2009
- Buildings deteriorated
- Court ordered condemnation in 2014
- Tax forfeited in 2017
- Buildings demolished in 2018
- RFP for development issued in 2020
- Land sold in 2021 to current developer
- \$55k grant awarded by DEED for remediation
- Zoning approval secured early 2022
- Workforce Housing Grant application
- Tax Abatement request





Property Information:

- 320 – 3rd Street SE, Pine City
- Current value = \$47,800
- Estimated value after development = \$1,440,300
- Former site of blight
- Contamination exists
- Identified housing need

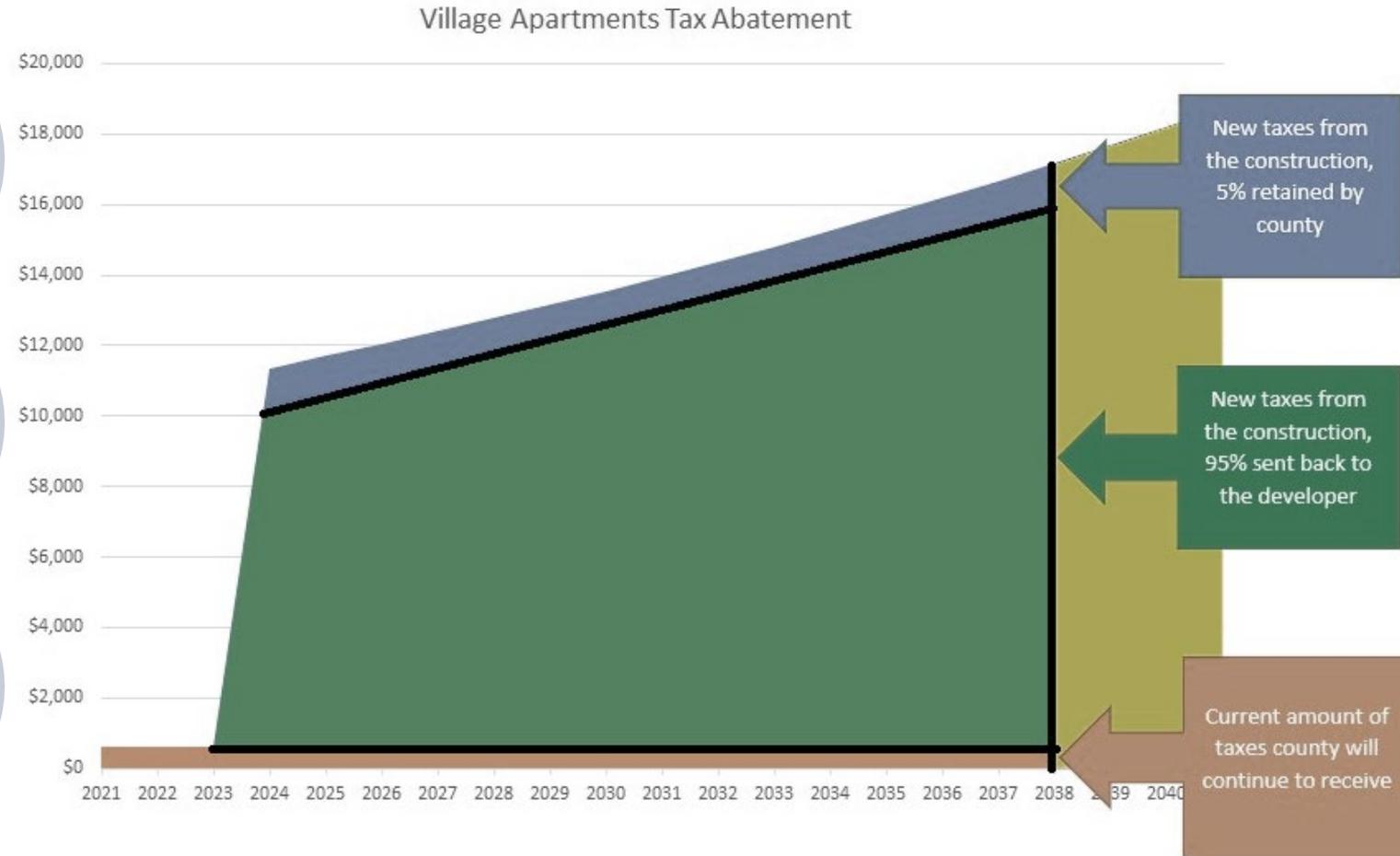


The Village Apartments

Total Development Cost: \$4,144,961

Tax Abatement Request Breakdown:

- Requesting \$200,000 over 15 years
- County taxes estimated at \$11,352 in 1st year
- Estimate 3% increase each year
- Overall taxes in 15 years = \$211,135
- Request is approximately 95% of total estimated property tax
- Starts 2024 through 2038





AGENDA REQUEST FORM

Date of Meeting: April 5, 2022

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

Agenda Item: 2022 Redistricting Plan – Public Hearing

Department: Auditor-Treasurer

Kelly M. Shea
Department Head signature

Background information on Item:

Redistricting (the process of redrawing the boundaries of election districts), is a process following each census. The County Board has the role to redistrict the County Commissioners districts, if required or if the board chooses to do so. As reviewed during the November 2, 2021, the only reason the County Commissioner districts would need to be redistricted is if the board determined the districts are “not as equal in population as possible” while maintaining the rules of redistricting that districts must be “regular, compact, and contiguous”.

After reviewing the numerous options in an attempt to better equalize the populations of the Commissioner Districts while maintaining them in a regular, compact and contiguous configuration, it appears the best course of action is to reaffirm the districts as they were previously approved.

Action Requested:

- 1.) Presentation of Commissioner Redistricting Plan
- 2.) County Board questions and discussion
- 3.) Open Public Hearing
- 4.) Take public testimony
- 5.) Close Public Hearing
- 6.) County Board additional discussion if necessary
- 7.) Consider resolution 2022-20 adopting County Commissioner Districts

Financial Impact:

N/A

PINE COUNTY, MN COMMISSIONER DISTRICTS			
2022 Redistricting Plan - No Change			
	2020 Population		Difference from Average
Pine City (City)	3,130		
Pine City TWP	1,381		
Rock Creek City	1,682		
DISTRICT 1 TOTALS	6,193	21.45%	418
Brook Park City	132		
Brook Park TWP	475		
Chengwatana	917		
Henriette City	57		
Mission Creek	539		
Pokegama	2,825		
Royalton	1,034		
DISTRICT 2 TOTALS	5,979	20.71%	204
Arlone	342		
Arna	86		
Barry	550		
Clover	366		
Crosby	85		
Dell Grove	752		
Hinckley City	1,904		
Hinckley TWP	744		
Munch	368		
Ogema	351		
Wilma	68		
DISTRICT 3 TOTALS	5,616	19.45%	(159)
Birch Creek	228		
Bremen	221		
Bruno City	85		
Denham City	37		
Finlayson City	295		
Kettle River	479		
Norman	298		
Pine Lake	580		
Rutledge City	212		
Sturgeon Lake City	436		
Sturgeon Lake TWP	534		
Willow River City	384		
Windemere	1,620		
DISTRICT 4 TOTALS	5,409	18.73%	(366)
Askov City	331		
Bruno TWP	176		
Danforth	79		
Finlayson TWP	473		
Fleming	130		
Kerrick City	71		
Kerrick TWP	330		
New Dosey	86		
Nickerson	162		
Park	20		
Partridge	554		
Sandstone City	2,462		
Sandstone TWP	805		
DISTRICT 5 TOTALS	5,679	19.67%	(96)

TOTAL COUNTY	28,876
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Average Commissioner District (28,876/5) =	5,775
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Resolution for Adoption of County Commissioner Districts

Resolution 2022-20

WHEREAS, Minnesota Statutes Chapter 375 establishes the procedure and requires a process for redistricting County Commissioner districts based on population figures from the Federal Census; and,

WHEREAS, Minnesota Statute section 204B.135, subd. 2 requires that County Commissioner Districts be redistricted within 80 days of when the legislature has been redistricted or at least 15 weeks before the state primary election, whichever comes first; and,

WHEREAS, pursuant to these statutes the 2020 Federal Census population figures shall be used to redistrict the Pine County Commissioner Districts by April 26, 2022, and that Commissioner Districts shall be bounded by town, municipal, ward, city district, or precinct lines; and,

WHEREAS, the Pine County Board of Commissioners has considered the possibility or potential for maximizing minority representation on the board of commissioners; and,

WHEREAS, Pine County published a three week notice in the newspaper having the contract for publishing the commissioner's proceedings for the county for 2022 on March 10, 2022; and,

WHEREAS, Pine County conducted a public meeting on redistricting on April 5, 2022:

NOW, THEREFORE BE IT RESOLVED that the Pine County Board of Commissioners hereby redistricts the County of Pine, following town, municipal, or precinct lines as reestablished in April, 2022, and reestablishes the length of terms as follows:

District 1 – City of Pine City, Pine City Township, and Rock Creek City (4-year term, 2022 Election)

District 2 – Brook Park City, Brook Park Township, Chengwatana Township, Henriette City, Mission Creek Township, Pokegama Township, and Royalton Township (4-year term, 2022 Election)

District 3 – Arlone Township, Arna Township, Barry Township, Clover Township, Dell Grove Township, Hinckley City, Hinckley Township, Munch Township, Ogema Township, and Wilma Township (continuation of current term, 2024 Election)

District 4 – Birch Creek Township, Bremen Township, Bruno City, Denham City, Finlayson City, Kettle River Township, Norman Township, Pine Lake Township, Rutledge City, Sturgeon Lake City, Sturgeon Lake Township, Willow River City, and Windemere Township (continuation of current term, 2024 Election)

District 5 – Askov City, Bruno Township, Danforth Township, Finlayson Township, Fleming Township, Kerrick City, Kerrick Township, New Dosey Township, Nickerson Township, Park Township, Partridge Township, Sandstone City, and Sandstone Township (4-year term, 2022 Election)

BE IT RESOLVED that the redistricting plan is hereby filed with the County Auditor, to be effective on May 6, 2022, for the 2022 primary and general election and publish said plan in the Pine City Pioneer.

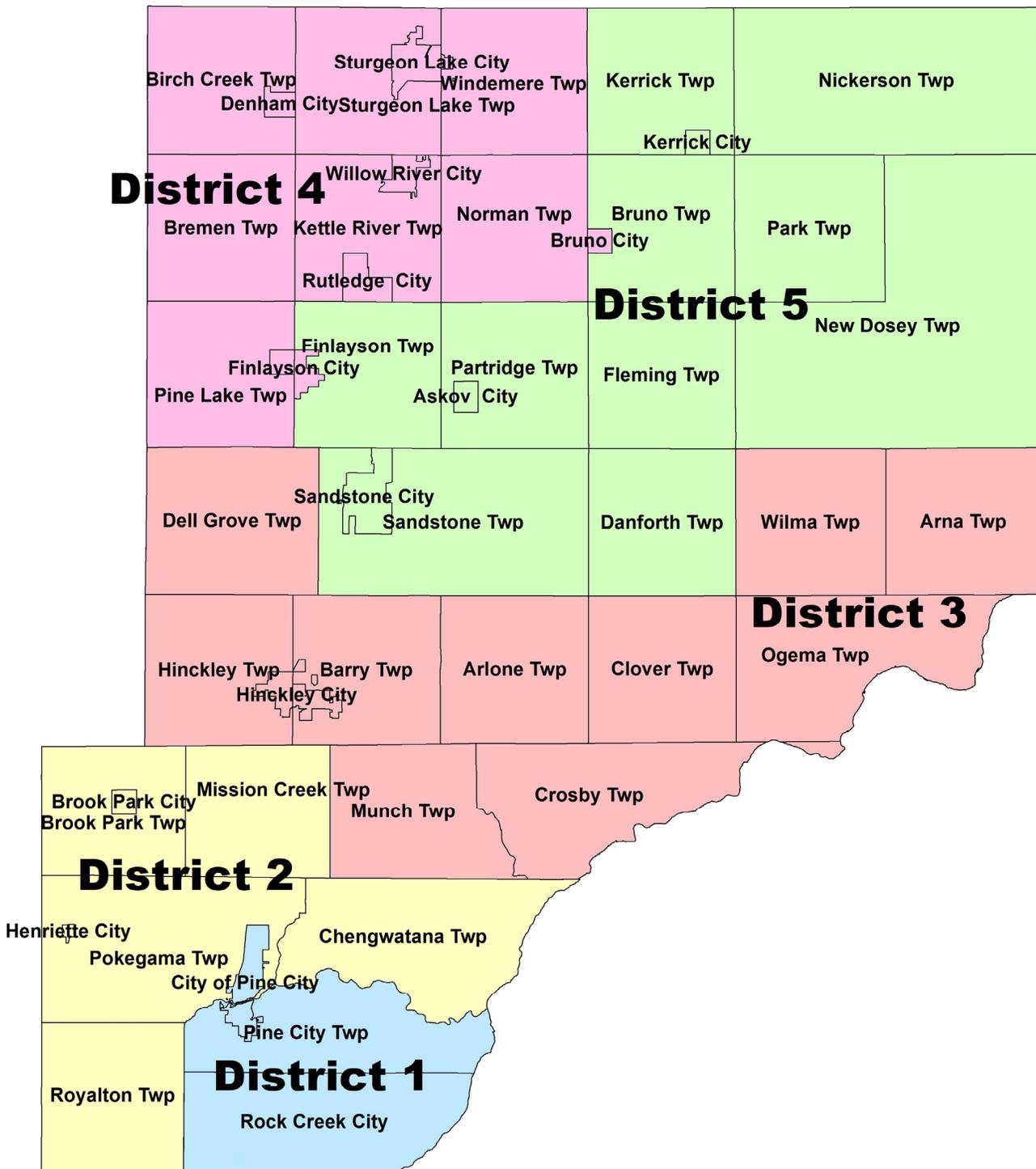
BE IT FINALLY RESOLVED that the districts are, for illustrative purposes, identified in a map of the county attached hereto and marked Exhibit A which by reference is hereby made a part hereof.

PASSED AND APPROVED this 5th day of April, 2022 by the Pine County Board of Commissioners.

Stephen M. Hallan, Chairman
Pine County Board of Commissioners

ATTEST: _____
David J. Minke, Pine County Administrator

EXHIBIT A





AGENDA REQUEST FORM

Date of Meeting: April 5, 2022

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

Agenda Item: Kathy Reiser – 40 years

Department: Auditor-Treasurer



 Department Head signature

Background information on Item:

Kathy Reiser will have worked for Pine County for 40 years on April 19, 2022.

Action Requested:

Recognize Kathy for her 40 years of dedicated service to Pine County.

Financial Impact:

N/A



AGENDA REQUEST FORM

Date of Meeting: April 5, 2022

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

Agenda Item: Reconsider Action to Offer For Sale the County's Interest in Outlot A Jackie's 1st Addition

Department: Administration

Department Head signature

Background information on Item:

At the March 1, 2022 county board meeting, the board voted 4-1 to: *allow the county's 3/16 interest in Outlot A of Jackie's 1st Addition to be offered for sale to the other owners in Jackie's 1st Addition.*

This action to sell the county's tax forfeited interest was discussed at the Land Committee on February 17, 2022 and at the county board meeting where it was approved. The focus of the discussion was about winter access to the lake.

Commissioner Hallan has requested that the board reconsider its action to offer for sale the county's 3/16 interest and refer the issue back to the Land and Zoning Advisory Committee for further study and consideration.

A motion to reconsider must be made by a member on the prevailing side.

Action Requested:

Motion to reconsider the action taken at the March 1, 2022 board meeting to sell the county's interest in Outlot A of Jackie's 1st Addition and to refer the item back to the Land and Zoning Advisory Committee.



AGENDA REQUEST FORM

Date of Meeting: April 5, 2022

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

Agenda Item: Access Easement Request

Department: Auditor



Department Head signature

Background information on Item:

An easement request has been received from Wayne Murphy on County fee owned property (not tax forfeit - held for potential gravel deposits). The request is for an easement over the west 33' of the West Half of the West Half of the Southwest Quarter of Section 23, Township 43 North, Range 17 West of the Fourth Principal Meridian, Pine County, Minnesota to access the forty acres (Southwest quarter of Northwest Quarter of Section 23, Township 43 North, Range 17 West) to the north of said property.

There is already a partial roadway built on the requested easement that is being used by the requestor and others to access their properties. The neighboring property owners have recorded legal access on the immediate adjoining private property; however, Mr. Murphy does not.

County Attorney Frederickson has suggested the easement should be granted as a nonexclusive public use easement for the purpose of ingress, egress, and utilities to ensure future access for the county, township, and other property owners; however, Pine County and New Dosey Township are not responsible for any activities or costs associated with improvements, construction, and/or maintenance of the easement.

County Surveyor Robin Matthews has requested that the location of the easement to be identified and monumented at 660 foot (+/-) increments by a licensed surveyor hired by the requestor prior to purchase.

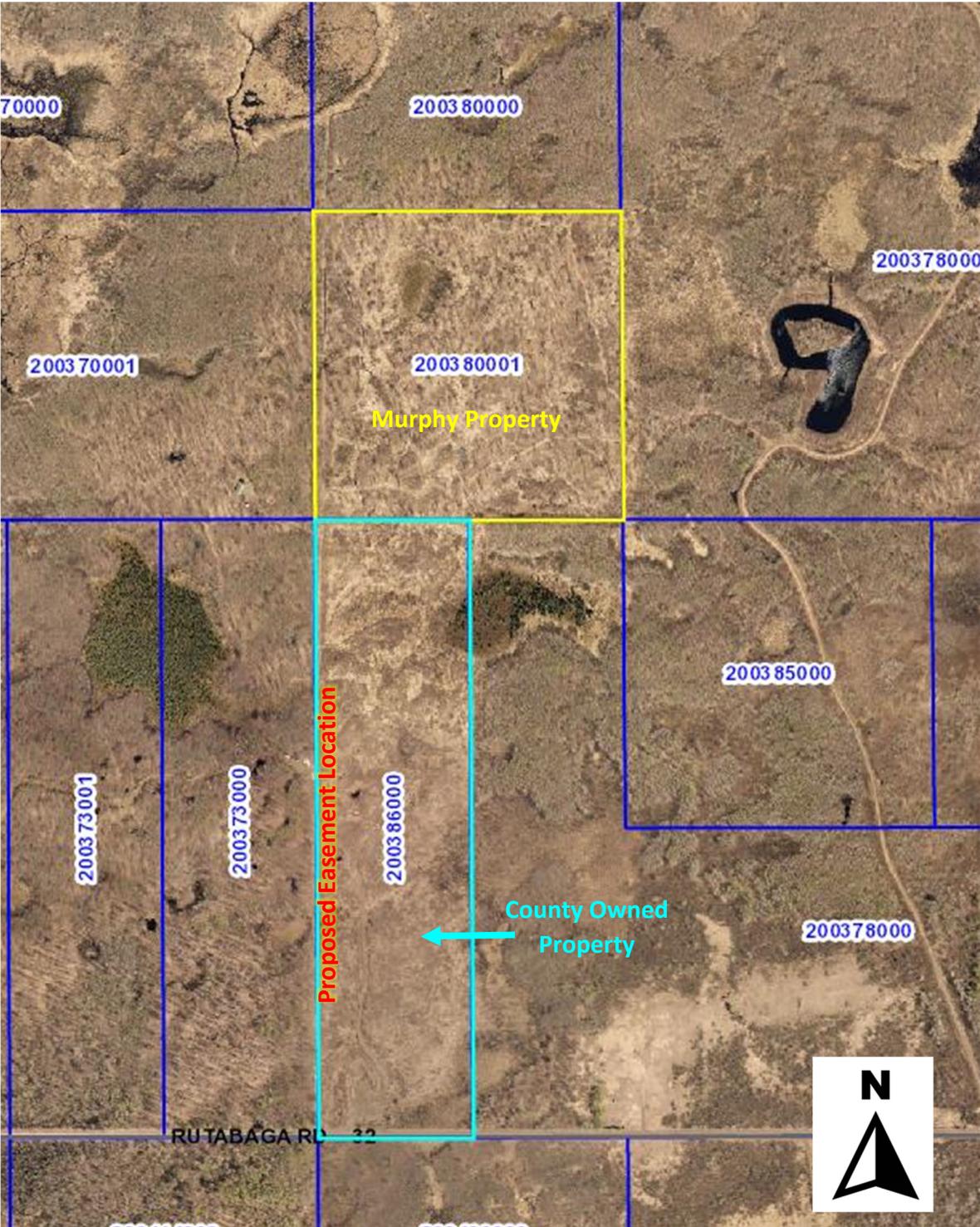
Action Requested:

Consider Resolution 2022-18 approving easement request and the terms and conditions of the sale. Consider authorizing Chair Hallan to execute the deed for sale of the easement once terms and conditions are met.

Financial Impact:

This sale will bring an additional \$3,500 of revenue to Pine County. This is fee owned land; therefore, the proceeds will go directly to the County.

Wayne Murphy Easement Request



The property is located about ¼ mile west from where the Matthew Lourey Trail intersects Rutabaga Rd (County Rd 32)



LEDIN & HOFSTAD
LTD

March 21, 2022

Pine County Land Department
c/o Greg Beck, Land Commissioner/County Forester

Re: acquisition of easement access
Our client: Wayne Murphy

Dear Mr. Beck:

Our client, Wayne Murphy is the owner of Pine County property legally described as the Southwest Quarter of the Northwest Quarter, Section 23, Township 43, Range 17. Also identified as Pine County Tax Parcel #200380001.

Mr. Murphy would like to acquire an appurtenant easement to his property for roadway and utility purposes over the west two-rods (33") of Pine County Parcel #200386000, which is described in Beacon as the West ½ of West ½ of Southwest Quarter, Section 23, Township 43, Range 17.

Mr. Murphy intends to sell his property in the near future and wants to secure record access to his property by acquiring this easement. Mr. Murphy and others to his west already access their property via a road/drive that lays partially on the property of Joseph E. McGuire (Parcel #200373000) and partially on the County's property. There is no intention of constructing a new road.

Please let me know if you need any further information to move this request forward.

LEDIN & HOFSTAD, LTD.

Kevin A. Hofstad
Attorney at Law

KAH
c: Wayne Murphy

**Pine County Resolution: Wayne Murphy Request for Easement
Resolution No. 2022-18**

WHEREAS, Wayne Murphey is the owner of Pine County property legally described as the SW ¼ of the NW ¼, Section 23, Township 43, Range 17;

WHEREAS, Wayne Murphy would like to acquire a legal easement to his property for roadway and utility purposes over the west 33 feet of property owned by Pine County described as the W ½ of the W ½ of the SW ¼, Section 23, Township 43, Range 17;

WHEREAS, an access road exists that partially lays on the requested easement. This access road is being used by Mr. Murphy and others to access their properties. While the neighboring property owners have recorded legal access on the immediate adjoining private property, Mr. Murphy does not and would like to secure a legal record of access by acquiring this requested easement;

WHEREAS, the requested easement involves approximately 2 acres of uplands with an appraised value of \$3,500.00;

BE IT HEREBY RESOLVED, that the Pine County Board of Commissioners hereby approves the request and grants a nonexclusive public use easement for the purpose of ingress, egress, and utilities over, under, and across the West 33 feet of the Southwest Quarter of Section 23, Township 43 North, Range 17 West of the Fourth Principal Meridian, Pine County, Minnesota; and

BE IT FURTHER RESOLVED, Wayne Murphy be responsible for the payment of the easement at \$3,500.00 in addition to applicable fees, recording fee, deed tax, and deed fee; and for the location of the easement to be identified and monumented in intervals of (+/-) 660 feet by a licensed surveyor prior to purchase; and

BE IT FURTHER RESOLVED, that Pine County and New Dosey Township are not responsible for any activities or costs associated with improvements, construction, and/or maintenance of the easement.

PASSED AND APPROVED this 5th day of April, 2022 by the Pine County Board of Commissioners

Stephen M. Hallan, Chair
Pine County Board of Commissioners

ATTEST: _____
David J. Minke, Pine County Administrator



AGENDA REQUEST FORM

Date of Meeting: April 5, 2022

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

Agenda Item: Help America Vote Act Grant Agreement

Department: Auditor-Treasurer



 Department Head signature

Background information on Item:

Pine County has been awarded an initial allotment of \$26,596.98 from the Help American Vote Act (HAVA) appropriation authorized during the 2021 1st Special Session, the Minnesota Legislature, via Chapter 11, Article 1, Sec. 41. These funds will be used towards the purchase of the election equipment authorized to be purchased at the March 1, 2022 County Board meeting.

This contract has been review and approved to its form by County Attorney Frederickson.

Action Requested:

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

Financial Impact:

The cost of the election equipment is \$337,435. This \$26,596.98 allotment will be used as a partial match to Pine County’s \$128,680.13 Voting Election Equipment Grant which is pending and requires a 50% match. There will be a second allotment of funds under the HAVA grant at a later date as not all counties applied for HAVA funds which will also be used to offset the County’s match requirement.

0000197310

**STATE OF MINNESOTA
2022 ELECTION SECURITY GRANT AGREEMENT**

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

Recitals

- 1 Under Minnesota Laws 2021, First Special Session, Chapter 12, article 1, section 41, Grantor is authorized to distribute funds to political subdivisions for activities authorized by Public Law 115-141, Title V, Public Law 116-93, Title V, Laws 2019, First Special Session chapter 10, article 1, section 40, and Laws 2020, chapter 77, section 3, (hereinafter the "federal and state purposes"). Grantee is a political subdivision of the State and thus empowered to apply for the funds requested in this Agreement. Grantee submitted a grant application and State is empowered to enter into this grant.
- 2 Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of State and in accordance with all federal and state laws authorizing this grant. Pursuant to Minn.Stat. § 16B.98, Subd.1, Grantee agrees to minimize administrative costs as a condition of this grant.
- 3 Federal funds for this agreement are provided pursuant to grants from the United States Election Assistance Commission under the provisions cited in paragraph 1. State match funds are provided under the same provisions.
- 4 State is in need of assistance to improve election security and the administration of federal elections as provided for in the provisions cited in paragraph 1.
- 5 Grantee is responsible for the administration of elections in the area under their jurisdiction.

Agreement

1 Effectiveness of Agreement

1.1 Effective date: March 14, 2022, or the date all required signatures, including those required by Minnesota Statutes, § 16B.98, Subd. 5, have been affixed to the agreement by Grantee and State, whichever is later. Grantee agrees to use the funds provided under this agreement only for the authorized federal and state purposes. Grantee submitted, and State approved, a Grant Application, incorporated herein. Per Minnesota Statutes § 16B.98 Subd. 7, no payments will be made to Grantee until this Agreement is fully approved and executed, and Grantee has been notified by State's Authorized Representative that they are in compliance with the terms of this Agreement.

1.2 Expiration date: March 23, 2027, or until all funds have been expended.

1.3 Survival of Terms. The following clauses survive the fulfillment of this Agreement: 2,5. Reporting Requirements; 4. Consideration and Payment; 8. Liability; 9. Audits and Reports; 10. Government Data Practices; 12. Property and Casualty Insurance; 13. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

2 Grantee's Duties

2.1 Activities. Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through Minn.Stat. § 16B.97, Subd. 4 (a) (1) and will use all funds provided as a result of this Agreement for the authorized federal and state purposes, which are incorporated into this Agreement, and as further set forth in the Grant Application submitted by Grantee, incorporated herein, and attached hereto. The Chief Election Official of Grantee is responsible for fulfilling all requirements of

Grantee under this agreement.

2.2 Award. Grantee is hereby awarded \$ **26,596.98** for the federal and state purposes.

2.3 Expenditures. Grantee will expend the funds only for the federal and state purposes. except as set forth in paragraph 2.4 of this Agreement.

2.4 Municipalities. Grantee, if not a municipality, may work with municipalities within Grantee's jurisdiction to establish a system to reimburse municipalities for expenditures that are within the scope of this agreement. Grantee may establish additional restrictions on eligible expenditures, and may in its discretion establish a match requirement, cap or other limit on reimbursement, Grantee and municipalities must agree in advance on the expenditure to be made, and municipalities must demonstrate that the goods or services were performed and provide documentation to Grantee prior to receiving reimbursement. By accepting reimbursement, the municipality is subject to the terms set forth in paragraphs 9, 10, 13, and 14 of this Agreement as if it were the Grantee.

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

2.5.1 Progress Reporting. Grantee shall submit, each year, a financial reporting form to State utilizing the format identified by State, stating the amount spent from this grant by Grantee and any municipalities within the jurisdiction of the Grantee to whom Grantee has provided funds in the preceding federal fiscal year or in the first six months of the current federal fiscal year for the authorized federal and state purposes. Grantee shall also list all interest earned on these funds.

2.5.2 Other Requirements. Grantee must maintain financial records for each grant sufficient to satisfy audit standards or other reporting requirements and must transmit those records to the secretary of state upon request of the secretary of state. Grantee must also retain and hold for expenditures only on the federal and state purposes, all interest earned on these funds. Grantee agrees to hold State harmless and to pay any fines or penalties, should the expenditures of Grantee be found to be improper in an audit of any kind.

2.5.3 Evaluation. State shall have the authority to conduct an evaluation of the performance of Grantee.

2.5.4 Requirement Changes. State may modify or change all reporting forms at their discretion.

2.5.5 Special Requirements. The State reserves the right to append to the Agreement terms, at any time before all grant funds have been expended, special administrative requirements deemed necessary to assure Grantee's successful implementation. The State will notify the Grantee in writing of any special administrative requirements.

2.6 Accounting Requirements - Fiscal Control and Accounting Procedures.

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

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

3 *Time*

Grantee must comply with all the time requirements described in this Agreement.

4 *Consideration and Payment*

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

- (1) **Grant Award.** Grantee will be awarded the amount listed in paragraph 2.2 of this Agreement.
- (2) **Total Obligation.** The total obligation of State to Grantee under this Agreement will not exceed the amount listed in paragraph 2.2 of this Agreement.

4.2 Fiscal Requirements. Grantee shall report to the State as provided by paragraph 2.5 of this Agreement.

4.2.1 Financial Guidelines. Grantee's eligible expenditures under this Agreement must be specifically incurred by Grantee or by municipalities with a sub-agreement with Grantee. Grantee will report on all expenditures pertaining to this Agreement as provided in paragraph 2.5.

4.2.2 Records. Grantee must retain all financial records for a minimum of six (6) years after all funds have been expended, or until completion of an audit which has commenced before the expiration of this six-year period, or until any audit findings and/or recommendations from prior audit(s) have been resolved between the Grantee and State, whichever is later, and comply with all other retention and access requirements for records provided in the jurisdiction's retention schedules. Grantee must cooperate with any audits related to the use of these funds conducted by the United States Election Assistance Commission, Office of the Inspector General, or its successor. In addition, Grantee must maintain records sufficient to report expenditures made during the term of this Agreement upon request of the State.

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

4.4 *Conditions.*

- (1) Payments under this Agreement will be made from federal and state match funds appropriated by Minnesota Laws, First Special Session, Chapter 10, Article 1, section 40, and Minnesota Laws, 2020, Chapter 77, section 3. Grantee is responsible for compliance with all requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Grantee's failure to comply with statutory or Agreement requirements.
- (2) Grant funds must be used only to increase the funds that would, in the absence of this grant, be made available for the federal and state purposes.

5 *Satisfaction*

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

6 *Authorized Representative*

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

Grantee's Authorized Representative is:

Kelly Schroeder
Auditor / Treasurer

635 Northridge Dr NW, Suite 240
Pine City, MN 55063

Telephone Number: 320-591-1668

Email Address: kelly.schroeder@co.pine.mn.us

Grant payment will be made to: **Pine County**

Federal ID Number: 41-6005864

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

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

7 *Assignment Amendments, Waiver, and Agreement Complete*

7.1 Assignment

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

7.2 Amendments

Any amendments 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.

7.3 Waiver

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

7.4 Agreement Complete

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

8 *Liability*

Grantee must indemnify, save, and hold State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by State, arising from the expenditures of the funds provided by this Agreement by Grantee or Grantee's agents or employees. Grantee agrees to hold State harmless and to pay any fines or penalties, should the expenditures of Grantee be found to be improper in an audit of any kind.

9 *Audits and Reports*

Under Minnesota Statutes, § 16C.05, subd. 5, and 16B.98, subd. 8, Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the expenditure of all funds provided under this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee must cooperate with any audits related to the use of these funds conducted by the United States Election Assistance Commission, Office of the Inspector General, or its successor. In addition, Grantee must report expenditures made during the term of this Agreement upon request of the State, and must make the annual and semi-annual reports described in this agreement stating expenditures during the current or most recently ended periods as directed by State.

10 *Government Data Practices*

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

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

11 *Workers' Compensation*

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

12 *Property and Casualty Insurance*

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

13 *Governing Law, Jurisdiction, and Venue*

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

14 *Data Disclosure*

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

15 *Termination.*

State may immediately terminate this Agreement with or without cause, upon 30 days' written notice to Grantee. Grantee may terminate this agreement by returning all unexpended funds to State upon 30 days written notice to State. Reporting requirements will continue as necessary to complete reporting for the period in which the funds are returned. No partial return of funds is permitted under this agreement.

16 *Grantee Procurement*

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

1. ENCUMBRANCE VERIFICATION

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

Signed: Jeanette Kury

Date: 3/17/2022

Agreement No. 208663 / PO 3781

2. GRANTEE (County)

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE (Office of the Secretary of State)

By: [Signature]
(with delegated authority)

Title: Director of Elections

Date: 3/18/22

Distribution: Grantee
State's Authorized Representative



AGENDA REQUEST FORM

Date of Meeting: April 5, 2022

- County Board**
 - Consent Agenda
 - Regular Agenda
- 5 mins 10 mins 15 mins Other
- Personnel Committee**
- Other** _____

Agenda Item: 2021 Highway Annual Report

Department: Pine County Public Works

Man a LeB
Department Head signature

Background information on Item:

2021 Highway Annual Report

Action Requested:

Accept & Approve

Financial Impact:

none.



PINE COUNTY PUBLIC WORKS

HIGHWAY DEPARTMENT

405 Airport Road NE
Pine City, MN 55063

Telephone 320-216-4200
Fax: 320-216-4202
1-800-450-7463 Ext. 4200

Mark A. LeBrun, P.E.
County Engineer

March 16, 2022

Pine County Board of Commissioners
David J. Minke – County Administrator

I hereby submit the 2021 Public Works Department Annual Report.

In 2021, the department completed 21.5 miles of bituminous resurfacing, and 1 bridge replacement project.

The total Fund Balance at the end of 2021 is \$2,471,890.33 with an undesignated fund balance of \$369,822.48. In addition, Sales Tax projects totaling \$579,749.91 were completed in 2021 with collections of \$1,717,980.36 and \$1,547,133.47 undesignated.

I believe the Public Works Department to be in sound financial condition and am proud of the work the staff does on behalf of Pine County.

Sincerely,

A handwritten signature in blue ink that reads "Mark A. LeBrun". The signature is written in a cursive, flowing style.

Mark A. LeBrun, P.E.
Public Works Director/County Engineer



ANNUAL REPORT

Of

PUBLIC WORKS DEPARTMENT

PINE COUNTY, MINNESOTA

For the Year Ended

December 31, 2021

**Pine County Highway Department
Index of Annual Report
For the Year Ended December 31, 2021**

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PINE COUNTY, MINNESOTA

Brief of Activities

Year Ended December 31, 2021

The following summary of accomplishments has resulted from the authorized expenditures and operations on public highways in Pine County during the year 2021.

1) STATE AID HIGHWAYS

a) CONSTRUCTION REGULAR

Contracts

1) Reclaim/Paving	\$	3,004,216.67
2) Culverts, Bridges	\$	372,530.60

b) CONSTRUCTION MUNICIPAL

Contracts

1) Paving/Reclaim	\$	2,949,418.74
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c) MAINTENANCE

Regular	\$	2,837,616.54
Municipal	\$	444,086.43

2) COUNTY ROADS

a) MAINTENANCE	\$	1,363,894.41
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3) CONSTRUCTION PROJECTS 2021

The following contracts were awarded during 2021:

SAP 058-599-047	Located on Rush Blvd in Windemere Township
SAP 058-614-018	Located on CSAH 14 from CSAH 61 to CSAH 10
SAP 058-655-007	Located on CSAH 55 from CSAH 61 to CSAH 67
SAP 058-661-030	Located on CSAH 61 from the North County Line to City of Rutledge
SAP 058-667-002	Located on CSAH 67 from CSAH 55 to CSAH 9
CP 058-021-001	Located on Parkview Dr. from Lords Lake Rd to 2017 FT East
CP 058-127-001	Located on CR 127 from CSAH 61 to CSAH 14
CP 058-143-001	Located on CR 143 from the West County Line to CSAH 28

4) EQUIPMENT PURCHASES IN 2021

Cat 420 Backhoe	PJ Skidsteer Trailer
Exmark Mower	4-Ford F-150 Pickups
Case TV370B Skidsteer	JD 670GP Motor Grader

PINE COUNTY

Legend

- Highways
 - U.S. Highway
 - Minnesota State Highway
 - County State Aid Highway
 - County Highway
 - Township Road
- County Access
- Boat Landing
- State Parks
- State Forests
- National Scenic Riverway

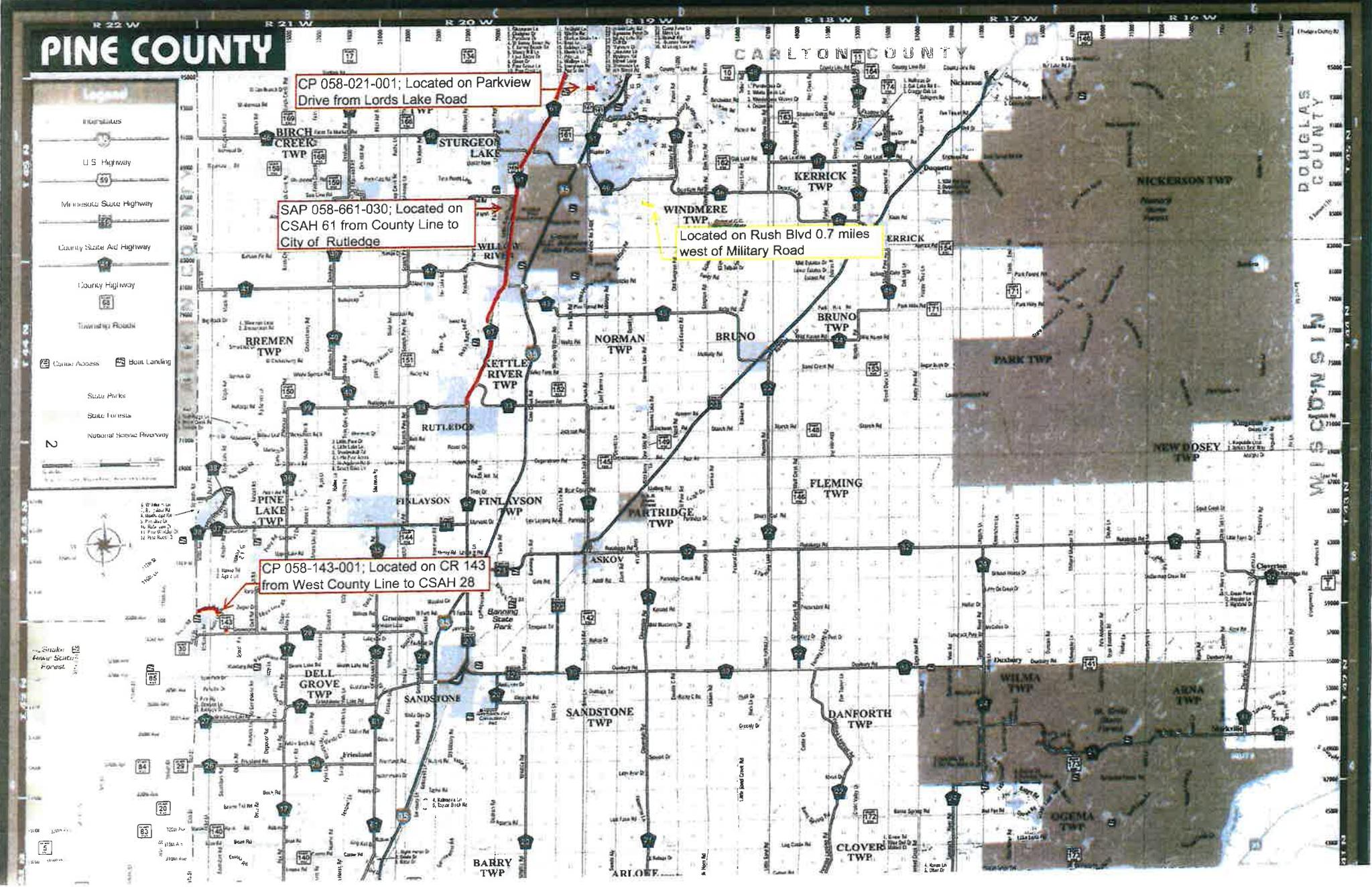
2

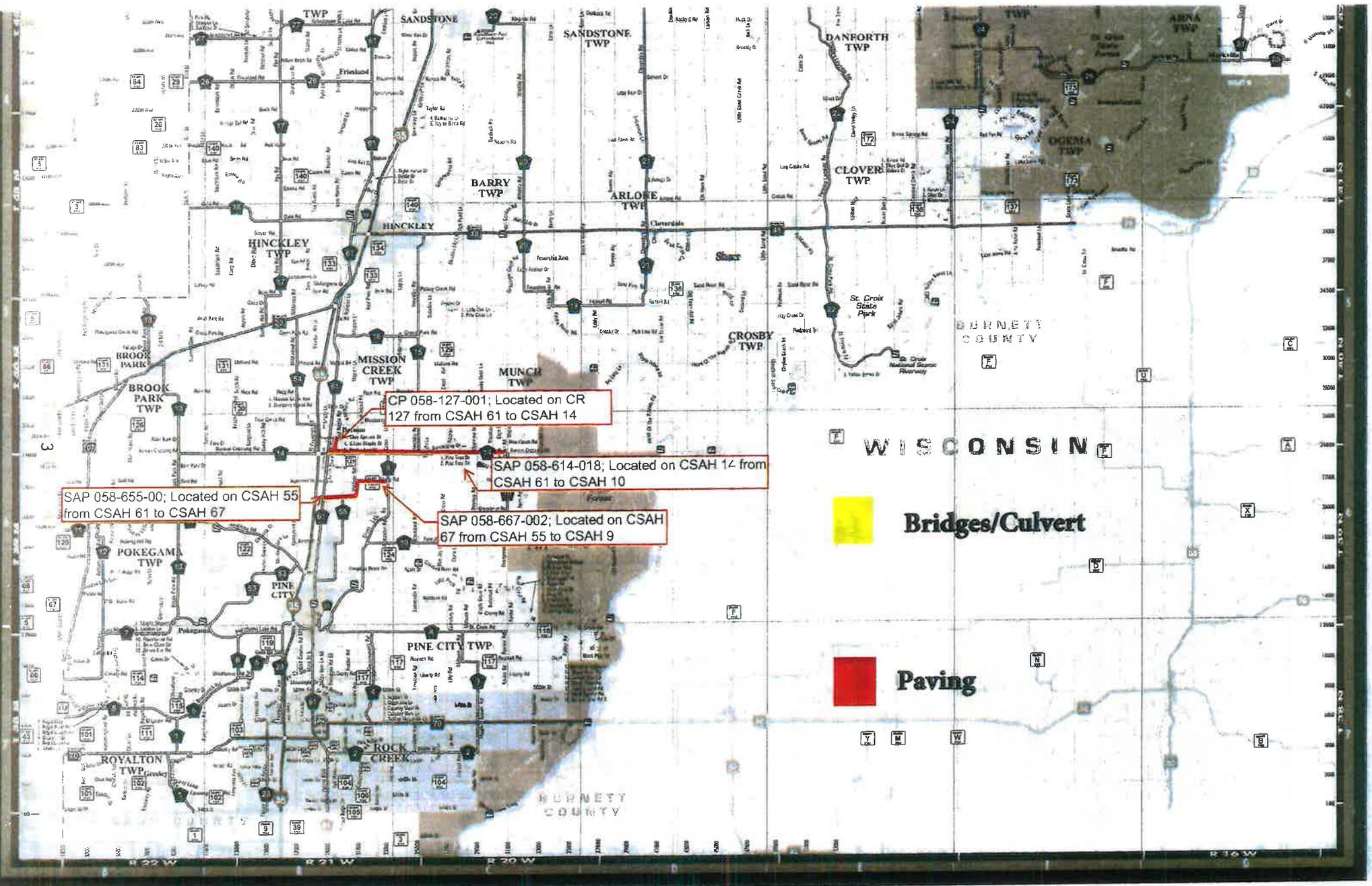
CP 058-021-001; Located on Parkview Drive from Lords Lake Road

SAP 058-661-030; Located on CSAH 61 from County Line to City of Rutledge

Located on Rush Blvd 0.7 miles west of Military Road

CP 058-143-001; Located on CR 143 from West County Line to CSAH 28





CP 058-127-001; Located on CR 127 from CSAH 61 to CSAH 14

SAP 058-614-018; Located on CSAH 14 from CSAH 61 to CSAH 10

SAP 058-655-00; Located on CSAH 55 from CSAH 61 to CSAH 67

SAP 058-667-002; Located on CSAH 67 from CSAH 55 to CSAH 9

W I S C O N S I N

Bridges/Culvert

Paving

Y M W

BURNETT COUNTY

BURNETT COUNTY

OGEMA TWP

DANFORTH TWP

CLOVER TWP

SANDSTONE TWP

BARRY TWP

ARLONE TWP

HINKLEY TWP

MISSION CREEK TWP

MUNCH TWP

BROOK PARK TWP

PINE CITY TWP

ROYALTON TWP

ROCK CREEK TWP

R22W

R21W

R20W

R16W

13000
11000
9000
7000
5000
3000
1000
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1000
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4000
5000
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8000
9000
10000
11000
12000
13000

**Pine County Highway Department
Financial Statement
For the Year Ended December 31, 2021**

ASSETS

Cash Balance as of December 31, 2021	1,177,956.59	
Petty Cash	150.00	
Current Taxes Receivable	38,837.60	
Delinquent Taxes Receivable	33,293.24	

Accounts Receivable

Due from Townships	314,530.14	
Due from Municipalities	123,397.68	
Due from Other Departments	534,103.83	
Total Accounts Receivable		972,031.65

Due from State Aid

Regular Maintenance	263,251.60	
Regular Construction	700,308.32	
Municipal Maintenance		
Municipal Construction	568,202.61	
Town Bridge	33,185.58	
State Park	0.00	
Federal Construction	0.00	
Total from State Aid		1,564,948.11

3,787,217.19

Allotments

State Aid Regular Maintenance	0.00	
State Aid Regular Construction	1,427,835.32	
State Aid Municipal Maintenance	0.00	
State Aid Municipal Construction	-344,075.10	
Town Bridge	-6,915.93	
Total Allotments		1,076,844.29

Inventory

554,934.38

TOTAL ASSETS

\$ 5,418,995.86

**Pine County Highway Department
Financial Statement
For the Year Ended December 31, 2021**

LIABILITIES

Vendors Payable	235,011.70	
Salaries Payable	85,715.95	
Benefits Payable	192,283.11	
Contracts Payable	835,837.00	

Deferred Revenue

Regular Maintenance	0.00	
Regular Construction	1,519,301.56	
Municipal Maintenance	0.00	
Municipal Construction	0.00	
	0.00	
Total Deferred Revenue		1,519,301.56

Delinquent Taxes	33,293.24	
Due to State Aid-Regular Construction	0.00	
Due to State Aid-Municipal Construction	45,662.97	
		78,956.21

TOTAL LIABILITIES

\$2,947,105.53

FUND BALANCE

Reserve for Inventory	554,934.38	
Reserve for Sales Tax	1,547,133.47	
Fund Balance (Undesignated)	369,822.48	

TOTAL FUND BALANCE

2,471,890.33

TOTAL LIABILITIES AND FUND BALANCE

\$5,418,995.86

**Pine County Highway Department
Accounts Receivable
For the Year Ended December 31, 2021**

	Beginning Balance	Current Year Billings	Current Year Payments	Ending Balance
<u>Due from Townships</u>				
Birch	138.49	0.00	138.49	0.00
Dell Grove	0.00	8,820.65	8820.65	0.00
Finlayson	0.00	252.28	252.28	0.00
Hinckley	0.00	1,693.28	1693.28	0.00
Mission	0.00	35.82	35.82	0.00
Munch	416.94	0.00	416.94	0.00
Nickerson	0.00	1,351.28	1351.28	0.00
Pine City	0.00	255.82	255.82	0.00
Pokegams	0.00	115.84	115.84	0.00
Windemere	88,915.61	228,027.27	2412.74	314,530.14
Total Due from Townships	\$89,471.04	\$240,552.24	\$15,493.14	\$314,530.14
<u>Due from Municipalities</u>				
Rock Creek	-	33.89	33.89	-
Sturgeon Lake	117,234.76	6,162.92	-	123,397.68
Total Due from Municipalities	\$117,234.76	\$6,162.92	\$0.00	\$123,397.68
<u>Due from Other County Funds</u>				
Pine County Admin	-	100,000.00	-	100,000.00
Pine County Assessor	447.89	3,519.58	3,702.53	264.94
Pine County Probation	23.81	834.85	796.81	61.85
Pine County Human Services	145.86	4,099.01	4,149.93	94.94
Pine County Land Dept	248.53	4,705.59	4,597.32	356.80
Pine County Sheriff	11,261.78	135,630.92	135,689.76	11,202.94
Pine County Soil & Water	0.00	0.00	0.00	0.00
Pine County Veterans Service	188.35	1,446.94	1,499.52	135.77
Pine County Zoning	598.50	3,662.67	4,184.65	76.52
Total Due from Other County Funds	\$12,914.72	\$153,899.56	\$154,620.52	\$112,193.76
<u>Due from State Aid</u>				
Regular Maintenance	0.00	2,632,516.00	2,369,264.40	263,251.60
Regular Construction	602,164.95	3,721,656.33	3,623,512.96	700,308.32
Municipal Maintenance	0.00	444,086.43	489,749.40	-45,662.97
Municipal Construction	675,981.64	777,852.10	885,631.13	568,202.61
Town Bridge	7,723.13	204,799.56	179,337.11	33,185.58
Federal-CRRSAA Funds	0.00	290,717.00	290,717.00	0.00
Total Due from State Aid	\$1,285,869.72	\$8,071,627.42	\$7,838,212.00	\$1,519,285.14
<u>Due from Intragovernmental</u>				
Current Taxes Receivable	43,464.44	1,958,539.68	1,963,166.52	38,837.60
Delinquent Taxes Receivable	40,091.36	80,248.31	87,046.43	33,293.24
Total Due from Intragovernmental	\$83,555.80	\$2,038,787.99	\$2,050,212.95	\$72,130.84
Total Receivables	\$1,471,811.28	\$10,504,867.21	\$10,058,538.61	\$2,018,139.88

**Pine County Highway Department
Accounts Payable
For the Year Ended December 31, 2021**

Vendor Name	Admin.	Road Const.	Road Maint.	Shop Equip.
AIRGAS				872.71
ARAMARK				1,050.34
ARLEN KRANTZ				3,304.80
ASKOV DEEP ROCK				14,952.76
CAVALLIN FORD				124,374.25
CHAMBERLAIN OIL				386.65
CITY OF WILLOW RIVER				0.39
CLEMENTSON/TERRY			325.00	
COMMISSIONER OF REVENUE				1,971.19
CULLIGAN				47.15
DC GARAGE DOORS				275.00
EAST CENTRAL ENERGY	250.87		122.78	250.83
EAST CENTRAL SOLID WASTE				20.05
ERICKSON ENGINEERING		3,029.34		
FASTENAL				281.94
FORCE AMERICA INC.				26.58
FSSOLUTIONS			48.30	
HOFFMAN ACE				93.01
LAMPERT LUMBER				116.01
LAWSON PRODUCTS				342.32
LOCATORS & SUPPLIES				706.99
MATT'S SANITATION				351.00
MN ENERGY	857.75			1,398.51
MN POWER				170.68
MOHR PARTS				715.65
MR SIGNS			7,457.34	
NEWMAN SIGNS			1,230.00	
NORTHERN TOOL				88.69
NOVUS				330.93
NUSS TRUCK				708.35
ORIELLY AUTO PARTS				716.83
OXYGEN SERVICE COMPANY				590.67
PINE CITY WATER & SEWER				120.78
PINE COUNTY TREASURER	566.73	200.00		344.05
POMP'S TIRE SERVICE				1,339.32
SANDSTONE NAPA				832.97
SAUSER'S			409.75	23.95
SEBALD MOTOR SALES				169.95
SLIM'S SERVICE				1,119.17
TITAN MACHINERY				60,590.25
VERIZON	387.52			
ZIEGLER				1,441.60
Total Accounts Payable	2,062.87	3,229.34	9,593.17	220,126.32

Pine County Highway Department
Accounts Payable
For the Year Ended December 31, 2021

Personal Services Payable

	Admin.	Road Const.	Road Maint.	Shop Equip.	TOTAL
Salaries Payable	15,795.60	22,181.76	38,683.87	9,054.72	85,715.95
Vacation Payable	51,697.55	33,872.00	50,769.36	18,657.41	154,996.32
Comp Time Payable	-	1,602.50	14,612.01	692.76	16,907.27
County Benefits Payable	1,317.50	4,280.35	12,539.74	2,241.93	20,379.52
Total Personal Services Payable	68,810.65	61,936.61	116,604.98	30,646.82	\$277,999.06

Contracts Payable

CP 058-008-003	\$ 970.83
CP 058-008-004	\$ 945.19
CP 058-009-001	\$ 650.44
CP 058-017-001	\$ 1,951.01
CP 058-017-003	\$ 1,623.73
CP 058-020-003	\$ 2,525.94
CP 058-020-004	\$ 3,643.93
CP 058-021-001	\$ 3,789.66
CP 058-046-002	\$ 5,725.02
CP 058-052-003	\$ 12,181.66
CP 058-061-006	\$ 1,008.49
CP 058-061-007	\$ 183.26
CP 058-062-001	\$ 500.51
CP 058-065-001	\$ 3,194.60
CP 058-106-002	\$ 6,090.64
CP 058-108-001	\$ 12,143.49
CP 058-109-001	\$ 22,243.92
CP 058-127-001	\$ 7,187.56
CP 058-142-001	\$ 15,145.10
CP 058-143-001	\$ 16,101.75
CP 058-150-001	\$ 15,952.23
CP 058-157-001	\$ 14,046.24
CP 058-175-001	\$ 2,057.57
SAP 058-599-047	\$ 7,622.90
SAP 058-608-018	\$ 11,272.85
SAP 058-613-020	\$ 10,585.66
SAP 058-614-017	\$ 22,405.60
SAP 058-614-018	\$ 70,017.94
SAP 058-627-006	\$ 17,742.84
SAP 058-630-014	\$ 14,270.41
SAP 058-644-005	\$ 3,121.15
SAP 058-646-030	\$ 19,215.20
SAP 058-647-007	\$ 7,169.45
SAP 058-648-013	\$ 22,075.45
SAP 058-650-009	\$ 25,877.00
SAP 058-652-010	\$ 55,483.21
SAP 058-652-012	\$ 84,549.45
SAP 058-655-007	\$ 12,354.96
SAP 058-661-028	\$ 36,079.79
SAP 058-661-030	\$ 131,702.43
SAP 058-667-001	\$ 93,607.10
SAP 058-667-002	\$ 25,590.54
SAP 058-670-001	\$ 15,230.30
	<u>\$ 835,837.00</u>

**Pine County Highway Department
Inventory of Supplies and Materials
For the Year Ended December 31, 2021**

Parts and Replacements

Miscellaneous Repair Parts	\$43,666.43	
Routine Replacement Parts	\$146,772.18	
Total Parts and Replacements		\$190,438.61

Motor Fuels, Fluids, Oil and Grease

Diesel Fuel/ Gasoline	\$52,260.23	
Total Motor Fuels		\$52,260.23

Field Materials and Supplies

Bituminous Materials	\$7,703.60	
Sand/Salt Mixture and Calcium Chloride	\$92,634.45	
Gravel Material in Stockpile	\$33,516.88	
Culverts, Aprons, and Bands	\$129,722.76	
Signs and Posts	\$48,657.85	
Total Field Materials and Supplies		\$312,235.54

Total Inventory and Supplies		\$554,934.38
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Pine County Highway Department
State of Revenues and Expenditures
For the Year Ended December 31, 2021

	Cash	Prior Year	Current Year	Transfers/	Modified
	Receipts	Receivable	Receivable	Adjustments	Accrual
Revenues					Balance
Taxes					
Property Taxes	1,966,028.55	\$43,464.44	38,837.60		1,961,401.71
Sales Tax	1,717,980.36	1,547,133.47	408,903.02		579,749.91
Total Taxes	\$3,684,008.91	\$1,590,597.91	\$447,740.62	\$0.00	\$2,541,151.62
Intergovernmental Revenue					
State Aid - Regular Maintenance	2,466,792.97	97,528.57	263,251.60		2,632,516.00
State Aid - Regular Construction	3,623,512.96	548,206.72	700,308.32		3,775,614.56
State Aid - Municipal Maintenance	539,604.21	49,854.81	-45,662.97		444,086.43
State Aid - Municipal Construction	857,617.48	675,560.52	343,970.29		526,027.25
Town Bridge	179,337.11	7,723.13	26,269.65		197,883.63
State Park Funds	0.00	0.00	0.00		0.00
Federal Construction Funds	290,717.00	0.00	0.00		290,717.00
Market Value Credit	32,680.98	0.00	0.00		32,680.98
Total Intergovernmental Revenue	\$7,990,262.71	\$1,378,873.75	\$1,288,136.89	\$0.00	\$7,899,525.85
Fees for Services and Materials					
Municipalities	33.89	117,234.76	123,397.68		6,196.81
Townships	15,493.14	89,471.04	314,530.14		240,552.24
Other County Funds	154,620.52	41,245.03	140,524.07		253,899.56
Total Fees for Services and Materials	\$170,147.55	\$247,950.83	\$578,451.89	\$0.00	\$500,648.61
Miscellaneous Revenue					
Engineering Costs	0.00	429,254.54	438,710.07		9,455.53
Permit Fees	59,203.44	0.00	0.00		59,203.44
Capital Assets and loss	144,673.66	0.00	0.00		144,673.66
Total Miscellaneous Revenue	\$203,877.10	\$0.00	\$0.00	\$0.00	\$213,332.63
Other Financing Services					
Refunds and Reimbursements	9,726.81	35,869.13	95,593.91		69,451.59
Retire Insurance	-16,800.00	16,800.00	33,600.00		0.00
Total Other Financing Services	-\$7,073.19	\$35,869.13	\$95,593.91	\$0.00	\$69,451.59
Total Revenues	\$12,041,223.08	\$3,253,291.62	\$2,409,923.31	\$0.00	\$11,224,110.30

Pine County Highway Department
 State of Revenues and Expenditures
 For the Year Ended December 31, 2021

	Cash	Prior Year	Current Year	Transfers/	Modified
Expenditures	Disbursements	Payable	Payable	Adjustments	Accrual Balance
Administration					
Personal Services	251,845.16	56,922.45	68,810.65	0.00	263,733.36
Other Services and Charges	117,498.19	2,027.07	2,062.87	0.00	117,533.99
Supplies	2,380.06	355.73	0.00	0.00	2,024.33
Capital Outlay		0.00	0.00	0.00	0.00
Total Administration	\$371,723.41	\$59,305.25	\$70,873.52	\$0.00	\$383,291.68
Engineering and Construction					
Personal Services	717,616.62	58,451.46	61,936.61	0.00	721,101.77
Other Services and Charges	279,515.17	5,274.40	3,229.34	20,109.64	297,579.75
Supplies	14,671.94	0.00	0.00	0.00	14,671.94
Contract Payments	5,840,440.34	1,058,227.76	835,837.00	0.00	5,618,049.58
Right of Way	1,000.00	0.00	0.00	0.00	1,000.00
Capital Outlay		0.00	0.00	0.00	0.00
Total Engineering and Construct	\$6,853,244.07	\$1,121,953.62	\$901,002.95	\$20,109.64	\$6,652,403.04
Highway Maintenance					
Personal Services	1,494,468.58	111,868.99	116,604.98	0.00	1,499,204.57
Other Services and Charges	380,530.78	372.91	9,593.17	19,152.04	408,903.08
Supplies	635,378.08	43,105.39	0.00	0.00	592,272.69
Capital Outlay	0.00	0.00	0.00	0.00	0.00
Total Highway Maintenance	\$2,510,377.44	\$155,347.29	\$126,198.15	\$19,152.04	\$2,500,380.34
Equipment and Shop					
Personal Services	283,934.14	27,234.05	30,646.82	0.00	287,346.91
Other Services and Charges	47,324.62	61,790.16	35,161.82	37,346.48	58,042.76
Supplies	1,071,920.49	17,834.88	0.00	0.00	1,054,085.61
Capital Outlay	495,003.66	0.00	184,964.50	0.00	679,968.16
Total Equipment and Shop	\$1,898,182.91	\$106,859.09	\$250,773.14	\$37,346.48	2,079,443.44
Total Expenditures	\$11,633,527.83	\$1,443,465.25	\$1,348,847.76	\$76,608.16	11,615,518.50

PINE COUNTY HIGHWAY DEPARTMENT

Summary of Maintenance Costs Year Ended 12-31-2021

Account	Description	CSAH-REG	Cost/Mile	CSAH-MUNI	Cost/Mile	LOCAL	Cost/Mile
11-0000	ROUTINE MAINTENANCE	1,391,693.75	3,237.93	226,264.25	4,277.21	684,905.44	3,143.64
12-0000	REPAIRS AND REPLACEMENTS	449,763.78	1,046.42	74,652.21	1,411.19	187,082.00	858.69
13-0000	BETTERMENTS	276,905.46	644.25	49,860.27	942.54	105,575.55	484.58
14-0000	SPECIAL WORK	31,200.03	72.59	3,073.17	58.09	36,664.88	168.29
	Allocated Expense	2,149,563.02	5,001.19	353,849.90	6,689.03	1,014,227.87	4,655.20
	Unallocated Expense	682,903.65	1,588.85	89,561.14	1,693.03	347,049.39	1,592.92
	Adjustment to Equalize Depreciation	5,149.87	11.98	675.39	12.77	2,617.15	12.01
	Total Expense	2,837,616.54	6,602.02	444,086.43	8,394.83	1,363,894.41	6,260.13
	Total No of Miles	429.8100		52.9000		217.8700	
	Proration Percent	61.000 %		8.000 %		31.000 %	

PINE COUNTY HIGHWAY DEPARTMENT

Summary of Routine Maintenance Costs

Year ended 12-31-2021

Account	Description	CSAH-REG	Cost/Mile	CSAH-MUNI	Cost/Mile	LOCAL	Cost/Mile
11-0000	ROUTINE MAINTENANCE						
11-0100	SMOOTHING SURFACE-GRAVEL ROADS	311,358.41	724.41	21,894.49	413.88	279,625.02	1,283.45
11-0200	MINOR SURFACE REPAIR-BITUM RD.	181,823.60	423.03	37,303.60	705.17	80,542.03	369.68
11-0300	ROADSIDE & DRAINAGE	112,548.11	261.86	11,967.20	226.22	53,984.22	247.78
11-0400	BRUSH AND WEED CONTROL	167,974.24	390.81	18,083.19	341.84	75,896.75	348.36
11-0500	SNOW AND ICE REMOVAL	369,193.05	858.97	73,750.60	1,394.15	116,209.20	533.39
11-0600	TRAFFIC SERVICES (INCL SIGNS)	248,796.34	578.85	63,265.17	1,195.94	78,648.22	360.99
Total	11-0000	1,391,693.75	3,237.93	226,264.25	4,277.21	684,905.44	3,143.64
12-0000	REPAIRS AND REPLACEMENTS						
12-0100	RESHAPING	9,002.11	20.94	4,789.86	90.55	21,528.80	98.81
12-0200	RESURFACING	276,616.98	643.58	89.95	1.70	112,445.30	516.11
12-0300	CULVERTS, BRIDGES, GUARD RAILS	157,596.72	366.67	63,324.70	1,197.06	50,263.32	230.70
12-0400	WASHOUTS	6,164.41	14.34	6,447.70	121.88	2,156.95	9.90
12-0500	SUBGRADE REPAIR	383.56	.89	.00	.00	687.63	3.16
Total	12-0000	449,763.78	1,046.42	74,652.21	1,411.19	187,082.00	858.69
13-0000	BETTERMENTS						
13-0100	NEW CULVERTS, RAILS, OR TILING	216,310.91	503.27	18,825.73	355.87	104,755.47	480.82
13-0200	CUTS AND FILLS	56,838.83	132.24	31,034.54	586.66	820.08	3.76
13-0300	SEEDING AND SODDING	3,755.72	8.74	.00	.00	.00	.00
Total	13-0000	276,905.46	644.25	49,860.27	942.54	105,575.55	484.58
14-0000	SPECIAL WORK						
14-0100	DUST TREATMENTS	22,127.47	51.48	160.25	3.03	34,826.99	159.85
14-0200	DISASTER/UNUSUAL DAMAGES	3,154.53	7.34	.00	.00	658.64	3.02
14-0400	SURVEYING SERVICES	5,918.03	13.77	2,912.92	55.06	1,179.25	5.41
Total	14-0000	31,200.03	72.59	3,073.17	58.09	36,664.88	168.29
Total Expense		2,149,563.02	5,001.19	353,849.90	6,689.03	1,014,227	4,655.20
Total No of Miles		429.8100		52.9000		217.8700	

Pine County, Minnesota
FIXED ASSETS
 For Year Ended December 31, 2021

LOCATION	Year urchased	Original Cost	Accumulated Value	Betterment During Year	Net Value 12/31/20
G#1	Pine City				
	Garage & Office	1975	182,000	1,183,516	1,365,516
	Storage Shed	1977	13,000	196,517	209,517
	Fuel System	2000	13,460	0	13,460
	Fuel Island Canopy	2006	33,330	2,226	35,556
	Salt Storage Shed	2008	101,500	22,660	124,160
G#2	Hinckley				
	Garage	2017	170,250	3,145	173,395
	Salt Storage Shed	2006	115,617	(83,948)	31,669
G#3	Sandstone				
	Garage & Office	1971	76,377	256,923	333,300
	Cold Storage Shed	1993	39,008	174,473	213,481
	Salt Storage Shed	2007	118,000	75,358	193,358
	Fuel Island Canopy	2006	33,330	2,226	35,556
G#4	Willow River	1961	6,000	175,925	181,925
G#5	Duxbury	1974	43,640	165,034	208,674
G#6	Bruno	1982	82,616	256,202	338,818
Total Buildings			1,028,128	2,430,257	3,458,385
TOTAL FIXED ASSETS			1,028,128	2,430,257	3,458,385

SUMMARY OF CONSTRUCTION COSTS

As of December 31, 2021

Road #	Project Number	Engineering	Equipment/ Material	Other:ROW/SVC/ Contractor	TOTAL
CSAH Regular Construction					
9	SAP 058-609-16	0.00	0.00	57,836.48	57,836.48
14	SAP 058-614-017	730.40	0.00	747.54	1,477.94
14	SAP 058-614-018	38,562.23	512.46	1,438,980.14	1,478,054.83
17	RR CROSSING	128.20	14.40	92.04	234.64
18	RESURFACING	1,939.03	165.60	1,392.18	3,496.81
25	SAP 058-625-017	761.60	0.00	546.81	1,308.41
27	SAP 058-627-006	3,242.46	14.20	7,809.01	11,065.67
28	SAP 058-628-014	14,979.24	433.60	10,754.79	26,167.63
30	SAP 058-630-014	135.19	0.60	5,586.06	5,721.85
32	SAP 058-632-018	1,012.80	73.20	5,107.34	6,193.34
32	SAP 058-632-019	12,560.84	1,362.40	9,018.44	22,941.68
35	SAP 058-635-009	1,514.97	109.20	1,087.72	2,711.89
43	SAP 058-643-009	3,919.65	0.00	-6,183.09	(2,263.44)
44	SAP 058-644-005	1,018.55	0.00	731.30	1,749.85
46	SAP 058-646-031	1,583.29	52.40	19,262.27	20,897.96
47	SAP 058-647-007	771.93	0.00	554.23	1,326.16
52	CP 058-052-003	569.70	0.00	-776.95	(207.25)
52	SAP 058-652-010	6,175.14	313.70	47,878.19	54,367.03
52	SAP 058-652-011	3,570.08	0.00	6,633.10	10,203.18
52	SAP 058-652-012	4,934.51	63.25	6,289.36	11,287.12
53	SAP 058-653-011	692.19	20.00	496.98	1,209.17
55	SAP 058-655-007	3,748.98	190.66	253,146.77	257,086.41
67	SAP 058-667-001	1,753.42	24.30	30,675.52	32,453.24
67	SAP 058-667-002	4,279.86	242.16	517,971.26	522,493.28
		108,584.26	3,592.13	2,415,637.49	2,527,813.88
Municipal Construction					
2	Bridge #58505	4,262.66	192.80	3,060.51	7,515.97
3	SAP 058-603-011	1,268.49	55.20	910.75	2,234.44
7	SAP 058-607-024	153.82	5.20	110.45	269.47
7	SAP 058-607-25	622.54	0.00	-6,826.98	(6,204.44)
82	SAP 058-608-018	1,165.03	0.00	-2,210.29	(1,045.26)
9	SAP 058-609-017	6,223.05	10.80	66,692.77	72,926.62
70	SAP 058-670-001	284.85	29.15	7,906.29	8,220.29
61	SP 058-591-001	3,938.30	126.80	8,725.34	12,790.44
61	SAP 058-661-026	3,257.19	75.80	12,822.35	16,155.34
61	SAP 058-661-027	521.88	32.40	4,674.70	5,228.98
61	SAP 058-661-028	2,791.36	7.60	2,004.14	4,803.10
61	SAP 058-661-030	84,416.07	6,086.20	2,736,021.52	2,826,523.79
		104,642.58	6,429.15	2,830,831.04	2,949,418.74
Miscellaneous					
TWP	CP 058-020-003	490.58	40.00	344.50	875.08
TWP	CP 058-020-004	221.55	0.00	2,571.57	2,793.12
TWP	CP 058-021-001	2,650.19	360.70	77,834.71	80,845.60
106	CP 058-108-001	764.58	11.00	8,534.65	9,310.23
108	CP 058-109-001	670.99	11.00	5,797.35	6,479.34
122	CP 058-122-001	423.01	6.40	303.71	733.12
127	CP 058-127-001	2,152.55	128.99	146,077.86	148,359.80

Pine County
SUMMARY OF CONSTRUCTION COSTS
 As of December 31, 2021

Road #	Project Number	Engineering	Equipment/ Material	Other:ROW/SVC/ Contractor	TOTAL
131	BRIDGE #93124	2,654.38	184.00	1,905.79	4,744.17
140	BRIDGE #58815	2,718.62	98.80	23,082.41	25,899.83
142	CP 058-143-001	14,507.55	1,181.10	334,514.71	350,203.36
143	CP 058-150-001	171.81	16.20	9,172.86	9,360.87
150	CP 058-157-001	316.50	0.00	227.24	543.74
TWP	SAP 058-599-044	109.86	0.00	0.00	109.86
TWP	SAP 058-599-045	482.00	0.00	26,474.87	26,956.87
TWP	SAP 058-599-046	0.00	0.00	187.00	187.00
TWP	SAP 058-599-047	8,024.12	20.00	171,967.44	180,011.56
TWP	SAP 058-599-048	0.00	0.00	1,519.84	1,519.84
		36,358.69	2,058.19	808,996.67	847,413.55
GRAND TOTALS		249,585.53	12,079.47	6,055,465.20	6,324,646.17



AGENDA REQUEST FORM

Date of Meeting: April 5, 2022

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

Agenda Item: Authorize Application for community project to Senator Klobuchar’s Office

Department: Administration

Dan J. Mink
Department Head signature

Background information on Item:

Pine County has been working with the Mille Lacs Band of Ojibwe/Mille Lacs Corporate Ventures and the City of Hinckley to consider improvements to the I-35 / TH 23 / CSAH 61 corridor.

On February 15, 2022 the county board approved an application to the Community Projects Program through Congressman Stauber’s office. The application period for Senator Klobuchar’s office is now open.

It is recommended that applications be made to multiple representatives.

Action Requested:

Approve application to the federal Community Projects Program through Senator Klobucar’s office for the Pine County I-35 and Highway 48 Congestion Reduction, Tourism and Development Collaborative between Mille Lacs Corporate Ventures, Mille Lacs Band of Ojibwe, Pine County and the City of Hinckley.

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

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

Members absent:

Others present: HRA/EDA Executive Director/County Administrator David Minke, Economic Development Coordinator Lezlie Sauter, Auditor/Treasurer Kelly Schroeder, Redpath and Company Auditor Andy Hering, MLCV Vice President of Business & Economic Development Dustin Goslin, MLCV Director of Planning & Community Engagement Beth Gruber, County Commissioner Matt Ludwig, County Commissioner JJ Waldhalm.

Others absent: Tammy Gehrke, Management Agent

1. Chair Sloan 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 Gahler, with additions under 5.2 – Resolution from the City of Pine City for support of the EDA, 6.3 – Acknowledge resignation and terminate contract with Integrity, 6.4 Consider a contract with SMR Management effect 5.1.2022, 7.4 Consider Audit engagement letter from Redpath & Company. Motion carried 5-0.*
4. *Motion by Fischer, seconded by Jackson to approve minutes of the February 23, 2022, board meeting. Motion carried 5-0.*
5. There were two resolutions received, one Resolution of Participation received from the Sandstone EDA and another Resolution of Support from the City of Pine City. *Motion by Fischer and seconded by Oswald to accept the resolutions. Motion carried 5-0.*
6. Operational Reports
 - 6.1 Management report was reviewed by the board members.
 - 6.2 Financial Report was reviewed by the board members.
Motion by Jackson, second by Gahler to approve the operational reports as presented. Motion carried 5-0.
 - 6.3 A resignation was received by Tammy Gerhke, to be effective 4.30.2022. *Motion by Jackson to acknowledge the resignation, agree to terminate the agreement under Paragraph 22(a) effective April 30, 2022 and to waive the 60-day notice requirement, seconded by Fischer. Motion carried 5-0.*
 - 6.4 The contract with SMR Management was presented by Minke, giving background information on the firm and its owner Joleen Pfau. *Motion by Fischer to approve the management contract with SMR Management for a period of two years beginning May 1, 2022, seconded by Oswald. Motion carried 5-0.*
7. 2019 and 2020 Audit
 - 7.1 Andy Hering, the auditor with Redpath and Company presented the 2019 and 2020 Audit. Mr. Hering identified several findings in the audit that required the board's attention, including lack of internal controls, erroneous payments, unsupported payments, and payment of bonuses.
 - 7.2 *Motion by Jackson, seconded by Fischer to accept the audit as presented. Motion carried 5-0.*
 - 7.3 *Motion by Gahler, seconded by Oswald to request back from Integrity Property management \$11,222.30 in overpayments to Integrity Property Management in 2019 and 2020. Motion carried 5-0. Motion to approve the 2021 audit engagement letter from Redpath & Company, made by Oswald, seconded by Jackson. Motion carried 5-0.*

8. Mille Lacs Corporate Ventures (MLCV) Presentation

Dustin Goslin, Vice President of Business & Economic Development and Beth Gruber, Director of Planning & Community Engagement presented information on the projects that the MLCV development and planning office is currently working on, as well as the history of MLCV within the Mille Lacs Band.

9. Property Tax Status of the HRA/EDA Property

Kelly Schroeder, Pine County Auditor/Treasurer presented the property tax status options for the HRA/EDA owned properties. The properties are eligible for Low Income Rental Classification (LIRC) or Payment in Lieu of Taxes (PILT) based upon 5% of the shelter rent. The property taxes due via either method is virtually the same. The recommendation was to stay as is and pay the property taxes as a low-income rental property rather than through a payment in lieu of taxes (PILT).

10. Committee Reports

10.1 Facility Management (Jackson, Gahler, Gehrke) No report.

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

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

Sauter provided an update on the following development projects:

10.3.1.1 Tax Abatement Request for The Village Apartments, LLC in the City of Pine City.
Motion to support the Tax Abatement project on the former Mill site by Fischer, seconded by Sloan. Motion carried 4-0.

10.3.1.2 Broadband

10.3.1.3 Minnesota Cities Participation Program Usage

10.3.1.4 Labor Assessment Report & Tool conducted by Chisago County HRA/EDA

Commissioner Gahler left the meeting.

11. Training Request

Motion by Jackson, seconded by Oswald to approve the training request for Lezlie Sauter and David Minke to attend the Minnesota NAHRA Executive Director Boot Camp on April 20-22 in Eagan for \$695 each plus mileage and hotel. Motion carried 4-0.

12. Member Reports / Updates

12.1 Leading Economic Transformation

Leaha Jackson shared information she gathered while attending the online class.

13. Adjourn—*Motion to adjourn by Jackson, seconded by Oswald. Motion passed 4-0. Meeting adjourned at 3:38pm.*

Next Regular Meeting, April 27, 2022 - 1:00 p.m., North Pine Government Center, Sandstone, Minnesota.

ATTEST:

David J. Minke
Executive Director

Mary Kay Sloan
Board Chair

**NOTES
OF
PINE COUNTY EDUCATION LEADERSHIP COLLABORATIVE**

**Wednesday, March 23, 2022, 6:00 p.m.
North Pine Government Center
1602 Hwy 23 N. Sandstone, Minnesota**

Commissioners in attendance: Steve Hallan, Terry Lovgren.

Also present were board members and/or staff from the Pine City School District, Hinckley-Finlayson School District, East Central School District, Willow River School District, and Pine Technical and Community College.

The following presentations were made:

- A. Broadband Project, East Central Energy—Justin Jahnz, President/CEO
- B. Pine County Broadband Update—Lezlie Sauter, Pine County Economic Development Coordinator
- C. Blue Zones Update—Becky Foss, Pine County HHS Director; Jessica Fehlen, Public Health Supervisor

The next meeting will be July 27, 2022, 6:00 p.m. at Pine Technical and Community College, Pine City, and focus on industrial & trades education.

The meeting concluded at 7:53 p.m.