ADDITIONS/REVISIONS/CORRECTIONS

Regular Meeting
August 2, 2022

Remove from Agenda

A. **Regular Agenda Item 7: 2023 Budget Discussion**
Will be added to the August 16, 2022 county board agenda.

Add to Agenda

A. **Consent Agenda Item 3C: New Hire PT Corrections Officer**
Consider approval of the hiring of part-time Corrections Officer Kyle Miller, effective August 9, 2022, $21.77 per hour, Grade 7, Step 1.

B. **Consent Agenda Item 4C: AMC Fall Policy Conference**
Approve attendance at the AMC Fall Policy Conference, September 14-16, 2022 (pre-conference meeting on September 14, 2022) for County Administrator David Minke, and any commissioner desiring to attend. The meeting is at the Arrowwood Resort & Conference Center, Alexandria, Minnesota on September 14-16, 2022 (pre-conference events September 14, 2022). Registration: $250 per attendee, Lodging: $149 per night; Meals: $34 per day.

Consideration of letter of support to the Office of Broadband Development re:
Border-to-Border Broadband Development Grant for Frontier Communications application.

PINE COUNTY
MINNESOTA

AGENDA REQUEST FORM

Date of Meeting: August 8, 2022

☑ **County Board**
- ■ **Consent Agenda**
- ☐ **Regular Agenda** 5 mins. ☐ 10 mins. ☐ 15 mins. ☐ Other ☐

☐ **Personnel Committee**

☐ **Other** _____

Agenda Item: Approve hiring PT Corrections Officer, Kyle Miller

Department: Pine County Sheriff's Office - Jail

Department Head signature

Background information on Item:

Approve hiring Part Time Corrections Officer Kyle Miller, effective August 9th, 2022. Starting wage at Grade 7, step 1 ($21.77 per hour).

Action Requested:

Approve the hiring of Corrections Officer, Kyle Miller - Effective August 9th, 2022

Financial Impact:

None. Position is accounted for in the 2022 budget and staffing plan.

AGENDA REQUEST FORM

Date of Meeting: August 2, 2022

☒ **County Board**
☒ **Consent Agenda**
☐ **Regular Agenda** **5 mins.___ 10 mins.___ 15 mins.___ Other___**

☐ **Personnel Committee**

☐ **Other _____**

Agenda Item: AMC Fall Policy Conference

Department: Administration

David L. Minke

Department Head signature

Background information on Item:

AMC Fall Policy Conference
The meeting is at the Arrowwood Resort & Conference Center, Alexandria, Minnesota on September 14-16, 2022 (pre-conference events September 14, 2022). Registration: $250 per attendee, Lodging: $149 per night; Meals: $34 per day.

Action Requested:

Approve attendance at the AMC Fall Policy Conference, September 14-16, 2022 (pre-conference meeting on September 14, 2022) for County Administrator David Minke, any commissioner desiring to attend.

Financial Impact:

Funds are available in the 2022 Commissioner budget.

AGENDA

PINE COUNTY BOARD REGULAR MEETING

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

Tuesday, August 2, 2022, 10:00 a.m.
Board Room, Pine County Courthouse
635 Northridge Drive NW
Pine City, Minnesota

Notice of Participation via Interactive Technology

Pine County Commissioner J.J. Waldhalm will be attending the Pine County Board of Commissioners Regular Meeting on Tuesday, August 2, 2022, at 10:00 a.m. via interactive technology, pursuant to Minnesota Statute 13D.02.

- **Commissioner Waldhalm will be seen and heard at the meeting via electronic means and will participate from 160 Timm Lane, Deadwood, South Dakota, a location open and accessible to the public.**

The public is invited to join the meeting in person or remotely: by phone call 1-312-626-6799, (Meeting ID): 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 July 19, 2022 Regular County Board Meeting and Summary for publication

F) Minutes of Boards, Reports and Correspondence
Pine County Surveyor's Monthly Report – July, 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 acknowledgment of applications and authorize Board Chair and County Auditor-Treasurer to sign the following licenses (all licenses pending approval from the respective townships, county sheriff, county attorney, and State of Minnesota):
   A. On Sale, Off Sale & Sunday Liquor Licenses
      Badland's Entertainment LLC (DBA Maverick's) – Chengwatana Township
      Bear Creek Tavern – Arlone Township
      Countryside Campground – Sandstone Township
      Doc's Sports Bar & Grill – Windemere Township
      Floppie Crappie Lakeside Pub – Pokegama Township
      Nemadji Enterprises (DBA Nickerson Bar & Motel) – Nickerson Township
      Lake Appeil – Pokegama Township **2AM Close**
      Wild Horse Tavern – Kerrick Township
      Wings North – Pokegama Township
   B. On Sale & Sunday Liquor Licenses
      Moose Lake Golf Club – Windemere Township
      Pine City Country Club – Pine City Township
      Rocking K Lazy E (DBA Banning Junction Lounge) – Finlayson Township
   C. Off Sale & Sunday Liquor Licenses
      Beroun Crossing Country Store – Pokegama Township
      Red's Liquor Box – Pokegama Township
      Rocking K Lazy E (DBA Banning Junction Off Sale) – Finlayson Township

2. **Contracts/Agreements**
   Consider approval of the following and authorize Board Chair and County Administrator to sign:
   A. Resolution 2022-41 authorizing Veteran Services Officer Mindy Sandell to sign the grant contract with the Minnesota Department of Veterans Affairs and execute the duties within the grant agreement. The grant amount is $10,000

3. **New Hire**
   Consider authorizing the hiring of the following:
   A. Social Worker Jeremy Lindstrom, effective August 15, 2022, Grade 10, Step 2, $26.99 per hour.
   B. Public Health Nurse Maria Bernhardt, effective August 22, 2022, Grade 11, Step 7, $34.99 per hour.

4. **Training**
   Consider approval of the following training:
   A. Veterans Service Officers Michael Harshman and Mindy Sandell to attend the Minnesota Association of County Veterans Service Officer (MACVSO) Conference, September 11-14, 2022 at Nisswa, Minnesota. Lodging/Accommodations: $532/person, travel: $37.50 (ride share with another VSO), Total expenses: $1,102. Funds are available in the 2022 Veterans Service Officer budget.
   B. Child Protection Services Social Worker Angie Ripley to attend Exploring the Sexual Offender and Violent Offender, Understanding the Offender's Personality, Behavior and Typology training, August 8-9, 2022 at the Anoka County Sheriff's Office. Registration $200, Lodging/meals $160, Travel $50. Total cost $410. Funds are available in the 2022 Health & Human Services budget.

REGULAR

1. **Tax-Forfeit Land Sale Public Hearing (to commence at 10:00 a.m. or as soon thereafter as practicable)**
   A. Presentation by staff regarding the tax forfeit land sale process and overview of county land management philosophy
   B. County Board questions and discussion
   C. Open Public Hearing and take public testimony
   D. Close Public Hearing
   E. County Board additional discussion if necessary
   F. Consider reaffirming Pine County Resolution 2022-10 authorizing the classification of non-conservation and intent to sell listed parcels

2. **Land/Zoning Advisory Committee Report (Minutes attached)**
   The Land/Zoning Advisory Committee met on July 15, 2022. The Land/Zoning Advisory Committee made the following recommendations:
   A. Approve the public land sale, the adjoining owner land sale, and the county fee owned land sale, identified by the following Resolutions:
      i. Resolution 2022-42: 2022 Pine County Tax-Forfeit Land Auction Sale Terms and Conditions. Authorize Board Chair and County Administrator to sign.
      ii. Resolution 2022-43: Resolution for Tax-Forfeit Land Auction Limited to Adjoining Property Owners. Authorize Board Chair and County Administrator to sign.
      iii. Resolution 2022-44: 2022 Pine County Fee Land Auction: Sale Terms and Conditions. Authorize Board Chair and County Administrator to sign.
   B. Notify the Department of Natural Resources of the county's interest to sell Parcel 08.0131.000 for $26,400, the current appraised value.

   Other items are informational only.

3. **Technology Committee Report (Minutes attached)**
   The Technology Committee met July 26, 2022. Minutes are for information only, no board action necessary.

4. **Health Insurance Committee Report (Minutes attached)**
   The Health Insurance Committee met July 26, 2022. The Health Insurance Committee made the following recommendations:
   A. Recommend Blue Cross Blue Shield as the health care provider for 2023
   B. Rate Discussion
   C. Recommend MetLife as the 2023 vision plan at the $200 benefit level

   Other items for information only.

5. **Child Care Strategic Supply Plan Process**
   Consider approval for County Administrator Minke to execute a Memorandum of Agreement between First Children's Finance (FCF) and Pine County, for the county to provide consulting services to conduct the childcare strategic supply plan process at no cost.

6. **Rock Lake Monitoring Joint Powers Agreement**
   Consider approval of the Joint Powers Agreement with the Minnesota Pollution Control Agency (MPCA) for water quality testing of Rock Lake tributaries. Authorize Board Chair and County Administrator to sign.

7. **2023 Budget Discussion**

8. **Set Time for August 30, 2022 Special Meeting**
   On July 5, 2022 the county board set the department budget presentations for August 23 and 25. August 25 no longer works for two commissioners. Consider cancelling August 25 meeting and calling a special meeting for the purpose of considering the 2023 budget for August 30 at 9:00 a.m. at the Pine County Courthouse Board Room.

9. **Commissioner Updates**
   Greater Minnesota Parks and Trails
   Extension Committee
   Snake River Watershed Management Board & Snake River 1W1P Policy
   NLX
   Pine County Housing & Redevelopment Authority/Economic Development Authority (HRA/EDA)
   PTCC Scholarship
   School Districts / PTCC / County meeting
   Central MN Council on Aging
   Central Regional EMS
   National Association of Counties (NACo) Conference
   Other

10. **Other**

11. **Upcoming Meetings (Subject to Change) -- Contact the Organization Hosting the Meeting to Confirm Meeting Details.**
    a. Pine County Board of Commissioners, Tuesday, August 2, 2022, 10:00 a.m., Board Room, Courthouse, 635 Northridge Drive NW, Pine City, Minnesota
    b. Facilities Committee, August 3, 2022, 9:00 a.m., Commissioner Conference Room, Courthouse, Pine City, Minnesota
    c. East Central Solid Waste Commission, Monday, August 8, 2022, 9:00 a.m., 1756 180th Avenue, Mora, Minnesota
    d. Personnel Committee, Monday, August 8, 2022, 9:00 a.m.
    e. East Central Regional Library Board of Trustees, Monday, August 8, 2022, 9:30 a.m., 111 Dellwood St. No., Cambridge, Minnesota
    f. Soil & Water Conservation District meeting and Supervisor Field Day, Wednesday, August 10, 2022, 9:00 a.m., 1610 Hwy. 23 No., Sandstone, Minnesota
    g. Law Library, Thursday, August 11, 2022, 12:00 p.m.
    h. Pine County Board of Commissioners, Tuesday, August 16, 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, July 19, 2022 - 10:00 a.m.
North Pine Government Center
1602 Hwy. 23 North
Sandstone, Minnesota

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

Present were Commissioners J.J. Waldhalm and Matt Ludwig. County Administrator David Minke and County Attorney Reese Frederickson were present. Due to an out-of-town commitment, Commissioner Terry Lovgren joined the meeting via interactive technology, pursuant to Minnesota Statute 13D.02. Commissioner Lovgren was seen and heard at the meeting via electronic means at a location open and accessible to the public, and participated from 18078 E Ida Dr., Centennial, Colorado. Commissioner Josh Mohr was absent (excused).

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

The Pledge of Allegiance was said.

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

Chair Hallan requested the following revisions to the Agenda:
Remove from Agenda Regular Agenda Item #4: Land/Zoning Advisory Committee Report.
This committee report will be placed on the August 2, 2022 agenda.

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

Motion by Commissioner Lovgren to approve the Minutes of the July 5, 2022 County Board Meeting and Summary for publication. Second by Commissioner Ludwig. A Roll Call vote was called by Chair Hallan: District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye. Motion carried 4-0.

Minutes of Boards, Reports and Correspondence
Lessard-Sams Outdoor Heritage Council Notification Letter and Project List
Pine County Chemical Health Coalition Minutes – July 11, 2022
Pine County Health Insurance Committee Minutes – June 30, 2022

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

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

CONSENT AGENDA

1. **Approve June, 2022 Cash Balance**

Fund	June 30, 2021	June 30, 2022	Increase/Decrease
General Fund	7,460,603	6,643,532	(817,072)
Health and Human Services Fund	2,908,973	2,767,009	(141,964)
Road and Bridge Fund	5,893,517	2,838,553	(3,054,964)
COVID Relief	2,865,452	5,059,362	2,193,910
Land	1,640,089	1,922,071	281,982
Self Insurance	587,862	393,749	(194,114)
TOTAL (inc non-major funds)	24,071,675	22,743,276	(1,328,399)

2. **June, 2022 Disbursements/Claims Over $2,000**
The following vendors with claims of $2,000 or more, and 618 claims under $2,000, not needing approval, totaling $10,337,942.44 were paid during the period of June 1, 2022-June 30, 2022: 4imprint, Inc., 5,723.57; AMAZON CAPITAL SERVICES, 4,813.12; Aml Cleaning Service, Inc, 4,000.00; Arlen Krantz Ford Inc, 5,527.03; Askov Deep Rock, 32,207.84; Aspen Mills, 2,718.23; BLUE CROSS & BLUE SHIELD OF MINNESOTA, 4,780.50; C & T CONTRACTING, 4,000.00; Cardmember Service-Calm.com Subscription, 2,485.88; Cardmember Service-CleanitSupply.com, 2,586.63; Cardmember Service-Grand Casino Hotel, 4,026.67; CELLEBRITE INC, 4,300.00; Central Mn Jobs & Training Services, 22,894.61; CENTRAL PINE LUMBER CO, 10,000.00; CLOQUET RIVERSIDE RECYCLING, INC, 5,915.00; COMPASS MINERALS AMERICA, 2,142.41; COMPUTER INTEGRATION TECHNOLOGIES, 2,450.00; CONTECH ENGINEERED SOLUTIONS LLC, 316,966.55; DEPARTMENT OF TRANSPORTATION, 3,970.99; DHS State Operated Services, 7,278.80; East Central Energy Of Braham, 16,538.72; East Central Reg Juvenile Center, 8,669.00; EAST CENTRAL REGIONAL LIBRARY, 176,301.50; Emergency Automotive Technologies, Inc, 104,900.92; ENVIRONMENTAL TROUBLESHOOTERS INC, 4,577.35; ERICKSON ENGINEERING CO LLC, 3,850.00; EVERGREEN RECYCLING LLC, 3,258.20; Family Pathways - North Branch, 3,600.00; FORTERRA PIPE AND PRECAST, 3,641.75; FURTHER, 9,119.74; Gerard Treatment Center, 4,979.52; GUARDIAN, 18,649.89; Heartland Girls Ranch, 9,079.28; Infinity Independent Living Services Llc, 2,109.16; Information Systems Corp-ISC, 3,115.00; JONES CONSTRUCTION SERVICES INC, 2,025.00; KRONOS SAASHR INC, 2,629.74; Lakes & Pines Comm Act Council, 55,550.00; LHB INC, 15,924.29; Lighthouse Child & Family Services, LLC, 6,459.71; MADISON NATIONAL LIFE INS CO INC, 4,079.25; MCDONOUGH/MARK, 7,500.00; McKesson Medical Surgical, 2,589.23; MEDICAREBLUE RX, 5,652.50; MEND CORRECTIONAL CARE PLLC, 27,856.71; Mille Lacs Band Family Services, 12,862.21; MINNESOTA ENERGY RESOURCES CORP, 7,079.46; MITSUBISHI ELECTRIC POWER PRODUCTS INC,

56,313.50; Mn Life Insurance Company, 4,498.45; Motorola Solutions Inc, 13,901.89; Nexus-Kindred Family Healing, 3,528.73; North Homes Inc, 19,443.11; Northwestern Mn Juvenile Center, 3,510.00; Northwoods Children Home, 11,566.41; NOW MICRO INC, 15,428.00; Nuss Truck Group Inc, 6,212.52; OFFICE OF MN.IT SERVICES, 5,124.08; Pitney Bowes Global Financial Serv, 2,408.94; Prairie Lakes Youth Programs, 8,934.85; Purchase Power, 3,985.00; Ron's Roll-Off Service, 3,600.00; SCHNEIDER GEOSPATIAL LLC, 2,898.00; Solid Oak Financial Services, LLC, 4,166.10; Sue's Bus Service Inc, 5,561.40; SUMMIT FOOD SERVICE MANAGEMENT LLC, 18,149.96; Tech Know Systems, Inc., 3,825.00; Therapeutic Serv Ag Too Inc, 8,610.25; TRIMIN SYSTEMS INC, 22,208.00; TYLER TECHNOLOGIES INC, 77,447.00; UNITEDHEALTH GROUP, 231,016.72; Verizon Wireless, 10,197.12; Walmart Stores, 3,000.00; WCMP AM-FM, 2,000.00; Wellness in the Woods Inc, 2,401.39; ZAUHAR/DEBORA, 8,841.31.

3. **Applications**
   A. Repurchase Application
      Approve Resolution 2022-40 authorizing Brandon Vork, owner at the time of forfeiture, to repurchase the parcel at 46109 Government Rd., Hinckley (PID 03.0023.006) in full. The property forfeited for non-payment of taxes in 2022 due to Mr. Vork being laid off of work. Authorize Board Chair and County Administrator to sign.

   Approve the following applications and authorize County Auditor-Treasurer Kelly Schroeder to sign the applications referenced at #3B/Abatement, #3C/Exempt Permit, and #3D/Liquor Licenses:

   B. Abatement Application
      i. 2020, 2021, & 2022: Steve & Carol Downhour, Pine County Parcel 43.0005.001. They applied for and were granted the 2C Managed Forest Classification, however it was not added.
   C. Exempt Permit
      i. Moose Lake Chamber of Commerce to conduct Minnesota lawful gambling on October 12, 2022, at Moose Lake Golf Club, 35311 Parkview Dr., Sturgeon Lake, MN (Windemere Township).
   D. Temporary Liquor License
      i. Brett Phillips for a wedding to be held on August 13, 2022 at Osprey Wilds Environmental Learning Center, 54165 Audubon Dr., Sandstone (Dell Grove Township)
      ii. Tonya Olson for a wedding to be held September 9-11, 2022 at Osprey Wilds Environmental Learning Center, 54165 Audubon Dr., Sandstone (Dell Grove Township).

4. **Septic Fix-Up Special Assessments**
   Approve Resolution 2022-39 extending the following special assessments, and authorize Board Chair and County Administrator to sign:
   Jeffrey and Linda Friedrich, PID 18.5118.000, $22,500
   Armon and Nancy Roschen, PID 25.0011.003, $17,246.88
   Jesse and Kelly Spinler, PID 28.0011.000, $18,500
   Marc and Rachel Frogner, PID 28.0258.000, $19,200
   Erik and Cheryl Turbin, PID 44.5022.000, $9,975

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

6. **Donations**
   Accept the $50 donation from Richard Hopkins to the Veterans Services Office for outreach expenses.

7. **New Hire**
   Approve of the hiring of Adult Mental Health Social Worker, Jennifer Felland, effective August 1, 2022, Grade 10, Step 2, $26.99 per hour.

8. **Training**
   Approve the following training:
   A. IT Manager Ryan Findell to attend the 2022 Minnesota County IT Leaders Association Annual Conference, September 21-23, 2022, in Bemidji, Minnesota. Registration is included with membership fee, Lodging/$309; Mileage/approx. $220.
   B. Child Support Supervisor Jodi Blesener to attend the Minnesota Supervisors Conference, September 11-14, 2022 at Breezy Point. Registration $75, Accommodations (includes lodging and meals) $645. Total cost: $720.

REGULAR AGENDA

1. **Broadband Committee Report / Grant Award Recommendations**
   Chair Hallan provided an overview of the July 5, 2022 Broadband Committee meeting. The Broadband Committee made the recommendation to award the following American Rescue Plan Act-Broadband Grant awards:
   A. $300,000 to East Central Energy (East Central Energy Regional Broadband Project – total project cost $67M)
   B. $200,000 to Starwire Technologies (City of Rock Creek – total project cost $4.3M)
   C. $75,000 to Savage Communications (Partridge Township Broadband Expansion – total project cost $1.5M)
   D. $25,000 to Midcontinent Communications (Midco Cross Lake Trail – total project cost $67k)

   County Administrator David Minke stated the county board had originally contemplated multiple rounds of grants and had allocated $250,000 of the $750,000 ARPA funds for the first round of applications. The Broadband Committee felt that the applications received in the first round were the projects the board would want to support and recommended increasing the allocation to award $600,000 in grants rather than the $250,000 originally proposed. The remaining $150,000 of the $750,000 would be held in reserve for any future county costs to implement the projects, or possibly a second round of grant applications.
   Motion by Chair Hallan to approve the following grant awards subject to technical review and authorize the County Administrator to enter grant agreement awards with the selected firms subject to legal review by the county attorney: $300,000 to East Central Energy, $200,000 to Starwire Technologies, $75,000 to Savage Communications, and $25,000 to Midcontinent Communications. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan: District 1-Chair Hallan/Aye; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye. Motion carried 4-0.

2. **Personnel Committee Report**
   Commissioner Ludwig provided an overview of the July 11, 2022 Personnel Committee meeting. The Personnel Committee made the following recommendation:

A. Health & Human Services
   i. Acknowledge the resignation of Registered Nurse Amber Koski, effective June 20, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
   ii. Acknowledge the resignation of Child Protection Social Worker Amy MacDonald, effective July 15, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
   iii. Acknowledge the resignation of Social Worker Amber Andrews, effective August 12, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
   iv. Reduce a 1.0 full time employee (FTE) to .5 FTE effective on or before October 1, 2022.

B. Sheriff's Office - Jail
   i. Acknowledge the resignation of Corrections Officer Troy Parker, effective July 14, 2022, and approve backfill of the positions and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
   ii. Acknowledge the resignation of part-time, probationary Corrections Officer Kay Wimmer, effective June 30, 2022, and approve backfill of the positions and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

C. Auditor-Treasurer
   i. Reduce the vacant full-time Auditor Clerk III position from a 1.0 full time employee (FTE) to .5 FTE (22.5 hours per week).
   ii. Hire an additional Property Appraiser in the Assessor's office to cover additional workload. The position is a Grade 8 with a minimum starting wage of $23.03/hour.

Motion by Commissioner Ludwig to approve the recommendations of the Personnel Committee. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan: District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye. Motion carried 4-0.

3. **New Hire**

Motion by Commissioner Ludwig to approve the hiring of Children's Mental Health Social Worker Ashley Gnat, effective July 25, 2022, Grade 10, Step 2, $26.99 per hour. Second by Commissioner Waldhalm. A Roll Call vote was called by Chair Hallan: District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 3-Commissioner Lovgren/Aye. Motion carried 4-0.

4. **Land/Zoning Advisory Committee Report**

Removed from Agenda and rescheduled to August 2, 2022 county board meeting.

5. **Wetland Conservation Act (WCA) Administration**

Wetland Specialist David Demmer with the Minnesota Board of Water and Soil Resources presented on Local Government duties, Wetland Conservation Act administration and functions of the Technical Evaluation Panel.

6. **Sandstone Township Request to Replace Culverts Under Township Road**

Sandstone Township Supervisor Gary Hinsch requested the county replace two culverts under Dupuis Road in Sandstone Township. Hinsch stated erosion around the culverts is due to flowage of the county's Friesland Ditch. Sandstone Township referenced a legal case which they felt supported their request. County Attorney Reese Frederickson stated his legal opinion

that the case they referenced is not relevant to this situation. Assistant County Engineer Aaron Gunderson responded that Friesland Ditch is not responsible for the erosion and that Dupuis Road has widened over time. Gunderson stated the gravel along the road should be reclaimed to reduce the width of the road. Hinsch stated the township does not have the equipment nor the funds to do this, and also stated that there are too many utilities in the ditch to be able to accomplish this. Gunderson stated there is a process through the Public Utilities Commission to assist with the moving of utilities and offered to assist the Township in a consultant capacity. No further action was taken by the county board.

7. **Second Quarter 2022 Budget Report**
   County Administrator David Minke provided an update of the budget through June 30, 2022 by reviewing expenditure and revenue of the major funds. At the end of the second quarter revenue and expenditures are as expected.

8. **Summary of Conclusions Regarding County Administrator Review**
   The annual performance review of County Administrator David Minke took place during closed session during the July 5, 2022 county board meeting. Minnesota statute 13D.05, Subd. 3(a) states that at the next open meeting, the county board is to summarize its conclusions regarding the evaluation. Chair Hallan stated that County Administrator David Minke has met or exceeded the goals established by the county board.

9. **Commissioner Updates**
   Cancelled: Facilities Committee
   Soil & Water Conservation District: Commissioner Waldhalm stated the meeting was business as usual.
   East Central Solid Waste Commission: Chair Hallan stated the new assistant director started on Monday. ECSWC is reviewing what garbage/debris will be accepted at the landfill. Chair Hallan stated the county should consider the need for a demolition landfill.
   Chemical Health Coalition: Commissioner Ludwig stated the opioid settlement distribution and overdose deaths were discussed. Probation has requested funds towards payment for messaging bobbers to be given away at the Probation sponsored Youth Fishing Event in August.
   Northeast MN Area Transportation Partnership: Chair Hallan attended via technology. Good involvement from regional partners.
   Cancelled: Pine City / Pine City Schools / PTCC / Pine County
   Lakes & Pines Community Action Council: Chair Hallan stated the second round of interviews is taking place for the director position (due to retirement). A $67,000 was grant was approved which funds will be used towards applicants who have lost their job and are looking for a place to live.
   Other:
   Kettle River 1W1P: Commissioner Ludwig gave a watershed meeting update. Work is progressing.

10. **Other**
    None.

11. **Upcoming Meetings**
    Upcoming meetings were reviewed.

12. **Adjourn**

With no further business, Chair Hallan adjourned the meeting at 11:48 a.m. The next regular meeting of the county board is scheduled for Tuesday, August, 2, 2022 at 10:00 a.m., Pine County Courthouse, Board Room, 635 Northridge Drive NW, Pine City, Minnesota.

Stephen M. Hallan, Chair Board of Commissioners	David J. Minke, Administrator Clerk to County Board of Commissioners

SUMMARY
OF
MINUTES
OF THE
PINE COUNTY BOARD MEETING
Regular Meeting
Tuesday, July 19, 2022 - 10:00 a.m.
North Pine Government Center
1602 Hwy. 23 North
Sandstone, Minnesota

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

Present were Commissioners J.J. Waldhalm and Matt Ludwig. County Administrator David Minke and County Attorney Reese Frederickson were present. Due to an out-of-town commitment, Commissioner Terry Lovgren joined the meeting via interactive technology, pursuant to Minnesota Statute 13D.02. Commissioner Lovgren was seen and heard at the meeting via electronic means at a location open and accessible to the public, and participated from 18078 E Ida Dr., Centennial, Colorado. Commissioner Josh Mohr was absent (excused).

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. A Roll Call vote was called by Chair Hallan. Second by Commissioner Waldhalm. Motion carried 4-0.

Motion by Commissioner Lovgren to approve the Minutes of the July 5, 2022 County Board Meeting and Summary for publication. Second by Commissioner Ludwig. A Roll Call vote was called by Chair Hallan. Motion carried 4-0.

Minutes of Boards, Reports and Correspondence
- Lessard-Sams Outdoor Heritage Council Notification Letter and Project List
- Pine County Chemical Health Coalition Minutes – July 11, 2022
- Pine County Health Insurance Committee Minutes – June 30, 2022

Motion by Commissioner Ludwig to acknowledge the Minutes of Boards, Reports and Correspondence. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan. Motion carried 4-0.

Motion by Commissioner Lovgren to approve the Consent Agenda. Second by Commissioner Waldhalm. A Roll Call vote was called by Chair Hallan. Motion carried 4-0.

Fund	June 30, 2021	June 30, 2022	Increase/Decrease
General Fund	7,460,603	6,643,532	(817,072)

Health and Human Services Fund	2,908,973	2,767,009	(141,964)
Road and Bridge Fund	5,893,517	2,838,553	(3,054,964)
COVID Relief	2,865,452	5,059,362	2,193,910
Land	1,640,089	1,922,071	281,982
Self Insurance	587,862	393,749	(194,114)
TOTAL (inc non-major funds)	24,071,675	22,743,276	(1,328,399)

The following vendors with claims of $2,000 or more, and 618 claims under $2,000, not needing approval, totaling $10,337,942.44 were paid during the period of June 1, 2022-June 30, 2022: 4imprint, Inc., 5,723.57; AMAZON CAPITAL SERVICES, 4,813.12; Aml Cleaning Service, Inc, 4,000.00; Arlen Krantz Ford Inc, 5,527.03; Askov Deep Rock, 32,207.84; Aspen Mills, 2,718.23; BLUE CROSS & BLUE SHIELD OF MINNESOTA, 4,780.50; C & T CONTRACTING, 4,000.00; Cardmember Service-Calm.com Subscription, 2,485.88; Cardmember Service-CleanitSupply.com, 2,586.63; Cardmember Service-Grand Casino Hotel, 4,026.67; CELLEBRITE INC, 4,300.00; Central Mn Jobs & Training Services, 22,894.61; CENTRAL PINE LUMBER CO, 10,000.00; CLOQUET RIVERSIDE RECYCLING, INC, 5,915.00; COMPASS MINERALS AMERICA, 2,142.41; COMPUTER INTEGRATION TECHNOLOGIES, 2,450.00; CONTECH ENGINEERED SOLUTIONS LLC, 316,966.55; DEPARTMENT OF TRANSPORTATION, 3,970.99; DHS State Operated Services, 7,278.80; East Central Energy Of Braham, 16,538.72; East Central Reg Juvenile Center, 8,669.00; EAST CENTRAL REGIONAL LIBRARY, 176,301.50; Emergency Automotive Technologies, Inc, 104,900.92; ENVIRONMENTAL TROUBLESHOOTERS INC, 4,577.35; ERICKSON ENGINEERING CO LLC, 3,850.00; EVERGREEN RECYCLING LLC, 3,258.20; Family Pathways - North Branch, 3,600.00; FORTERRA PIPE AND PRECAST, 3,641.75; FURTHER, 9,119.74; Gerard Treatment Center, 4,979.52; GUARDIAN, 18,649.89; Heartland Girls Ranch, 9,079.28; Infinity Independent Living Services Llc, 2,109.16; Information Systems Corp-ISC, 3,115.00; JONES CONSTRUCTION SERVICES INC, 2,025.00; KRONOS SAASHR INC, 2,629.74; Lakes & Pines Comm Act Council, 55,550.00; LHB INC, 15,924.29; Lighthouse Child & Family Services, LLC, 6,459.71; MADISON NATIONAL LIFE INS CO INC, 4,079.25; MCDONOUGH/MARK, 7,500.00; McKesson Medical Surgical, 2,589.23; MEDICAREBLUE RX, 5,652.50; MEND CORRECTIONAL CARE PLLC, 27,856.71; Mille Lacs Band Family Services, 12,862.21; MINNESOTA ENERGY RESOURCES CORP, 7,079.46; MITSUBISHI ELECTRIC POWER PRODUCTS INC, 56,313.50; Mn Life Insurance Company, 4,498.45; Motorola Solutions Inc, 13,901.89; Nexus-Kindred Family Healing, 3,528.73; North Homes Inc, 19,443.11; Northwestern Mn Juvenile Center, 3,510.00; Northwoods Children Home, 11,566.41; NOW MICRO INC, 15,428.00; Nuss Truck Group Inc, 6,212.52; OFFICE OF MN.IT SERVICES, 5,124.08; Pitney Bowes Global Financial Serv, 2,408.94; Prairie Lakes Youth Programs, 8,934.85; Purchase Power, 3,985.00; Ron's Roll-Off Service, 3,600.00; SCHNEIDER GEOSPATIAL LLC, 2,898.00; Solid Oak Financial Services, LLC, 4,166.10; Sue's Bus Service Inc, 5,561.40; SUMMIT FOOD SERVICE MANAGEMENT LLC, 18,149.96; Tech Know Systems, Inc., 3,825.00; Therapeutic Serv Ag Too Inc, 8,610.25; TRIMIN SYSTEMS INC, 22,208.00; TYLER TECHNOLOGIES INC, 77,447.00; UNITEDHEALTH GROUP, 231,016.72; Verizon Wireless, 10,197.12; Walmart Stores, 3,000.00; WCMP AM-FM, 2,000.00; Wellness in the Woods Inc, 2,401.39; ZAUHAR/DEBORA, 8,841.31.

Approve the following:

A. Repurchase Application
   Approve Resolution 2022-40 authorizing Brandon Vork, owner at the time of forfeiture, to repurchase the parcel at 46109 Government Rd., Hinckley (PID 03.0023.006) in full. The property forfeited for non-payment of taxes in 2022.
B. Abatement Application
   2020, 2021, & 2022: Steve & Carol Downhour, Pine County Parcel 43.0005.001. They applied for and were granted the 2C Managed Forest Classification, however it was not added.
C. Exempt Permit
   Moose Lake Chamber of Commerce to conduct Minnesota lawful gambling on October 12, 2022, at Moose Lake Golf Club, 35311 Parkview Dr., Sturgeon Lake, MN (Windemere Township).
D. Temporary Liquor License
   i. Brett Phillips for a wedding to be held on August 13, 2022 at Osprey Wilds Environmental Learning Center, 54165 Audubon Dr., Sandstone
   ii. Tonya Olson for a wedding to be held September 9-11, 2022 at Osprey Wilds Environmental Learning Center, 54165 Audubon Dr., Sandstone

Approve Resolution 2022-39 extending the following special assessments:
Jeffrey and Linda Friedrich, PID 18.5118.000, $22,500
Armon and Nancy Roschen, PID 25.0011.003, $17,246.88
Jesse and Kelly Spinler, PID 28.0011.000, $18,500
Marc and Rachel Frogner, PID 28.0258.000, $19,200
Erik and Cheryl Turbin, PID 44.5022.000, $9,975

Approve Commissioners' Expense Claim Forms.

Accept the $50 donation from Richard Hopkins to the Veterans Services Office for outreach expenses.

Approve of the hiring of Adult Mental Health Social Worker, Jennifer Felland, effective August 1, 2022, Grade 10, Step 2, $26.99 per hour.

Approve the following training:

A. IT Manager Ryan Findell to attend the 2022 Minnesota County IT Leaders Association Annual Conference. Registration is included with membership fee, Lodging/$309; Mileage/approx. $220.
B. Child Support Supervisor Jodi Blesener to attend the Minnesota Supervisors Conference. Total cost: $720.

Broadband Committee Report / Grant Award Recommendations

Chair Hallan provided an overview of the July 5, 2022 Broadband Committee meeting. The Broadband Committee made the recommendation to award the following American Rescue Plan Act-Broadband Grant awards:

A. $300,000 to East Central Energy (East Central Energy Regional Broadband Project – total project cost $67M)
B. $200,000 to Starwire Technologies (City of Rock Creek – total project cost $4.3M)
C. $75,000 to Savage Communications (Partridge Township Broadband Expansion – total

project cost $1.5M)

D. $25,000 to Midcontinent Communications (Midco Cross Lake Trail – total project cost $67k)

Motion by Chair Hallan to approve the following grant awards and authorize the County Administrator to enter grant agreement awards with the selected firms subject to legal review by the county attorney: $300,000 to East Central Energy, $200,000 to Starwire Technologies, $75,000 to Savage Communications and $25,000 to Midcontinent Communications. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan. Motion carried 4-0.

Personnel Committee Report

Commissioner Ludwig provided an overview of the July 11, 2022 Personnel Committee meeting. The Personnel Committee made the following recommendation:

A. Health & Human Services
   i. Acknowledge the resignation of Registered Nurse Amber Koski, effective June 20, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
   ii. Acknowledge the resignation of Child Protection Social Worker Amy MacDonald, effective July 15, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
   iii. Acknowledge the resignation of Social Worker Amber Andrews, effective August 12, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
   iv. Reduce a 1.0 full time employee (FTE) to .5 FTE effective on or before October 1, 2022.

B. Sheriff's Office - Jail
   i. Acknowledge the resignation of Corrections Officer Troy Parker, effective July 14, 2022, and approve backfill of the positions and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
   ii. Acknowledge the resignation of part-time, probationary Corrections Officer Kay Wimmer, effective June 30, 2022, and approve backfill of the positions and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

C. Auditor-Treasurer
   i. Reduce the vacant full-time Auditor Clerk III position from a 1.0 full time employee (FTE) to .5 FTE (22.5 hours per week).
   ii. Hire an additional Property Appraiser in the Assessor's office to cover additional workload. The position is a Grade 8 with a minimum starting wage of $23.03/hour.

Motion by Commissioner Ludwig to approve the recommendations of the Personnel Committee. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan. Motion carried 4-0.

Motion by Commissioner Ludwig to approve the hiring of Children's Mental Health Social Worker Ashley Gnat, effective July 25, 2022, Grade 10, Step 2, $26.99 per hour. Second by Commissioner Waldhalm. A Roll Call vote was called by Chair Hallan. Motion carried 4-0.

Land/Zoning Advisory Committee Report

Removed from Agenda and rescheduled to August 2, 2022 county board meeting.

Second Quarter 2022 Budget Report

County Administrator David Minke provided an update of the budget through June 30, 2022 by reviewing expenditure and revenue of the major funds. At the end of the second quarter revenue and expenditures are as expected.

With no further business, Chair Hallan adjourned the meeting at 11:48 a.m. The next regular meeting of the county board is scheduled for Tuesday, August, 2, 2022 at 10:00 a.m., Pine County Courthouse, Board Room, 635 Northridge Drive NW, Pine City, Minnesota.

Stephen M. Hallan, Chair Board of Commissioners	David J. Minke, Administrator Clerk to County Board of Commissioners

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

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

July 2022

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

CSAH 9 Bridge, T39N R21W Section 26, research records, calculate search areas, set GPS control, search for, locate, set and GPS PLSS corners, private corners and ROW corners. Reset PLSS corner ties. Update records.

CSAH 9, T39N R21W Sections 27 and 34, research records, calculate search areas, set GPS control, search for, locate, set and GPS PLSS corners, private corners and ROW corners. Reset PLSS corner ties. Update records.

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 July 2022.doc

AGENDA REQUEST FORM

Date of Meeting: **August 2, 2022**

☒ **County Board**
☒ **Consent Agenda**
☐ **Regular Agenda** **5 mins.___ 10 mins.___ 15 mins.___ Other___**

☐ **Personnel Committee**

☐ **Other _____**

Agenda Item: **Applications**

Department: **Auditor-Treasurer**

Department Head signature

Background information on Item:

On Sale, Off Sale & Sunday Liquor Licenses:
Badland's Entertainment, LLC (DBA Maverick's) –Chengwatana Township
Bear Creek Tavern –Arlone Township
Countryside Campground – Sandstone Township
Doc's Sports Bar & Grill – Windemere Township
Floppie Crappie Lakeside Pub – Pokegama Township
Nemadji Enterprises (DBA Nickerson Bar & Motel) – Nickerson Township
Lake Appeil – Pokegama Township **2AM Close**
Wild Horse Tavern – Kerrick Township
Wings North – Pokegama Township

On Sale & Sunday Liquor Licenses:
Moose Lake Golf Club – Windemere Township
Pine City Country Club – Pine City Township
Rocking K Lazy E (DBA Banning Junction Lounge) – Finlayson Township

Off Sale & Sunday Liquor Licenses:
Beroun Crossing Country Store – Pokegama Township
Red's Liquor Box –Pokegama Township
Rocking K Lazy E (DBA Banning Junction Off Sale) –Finalyson Township

All licenses are pending approval from the respective Townships, County Sheriff, County Attorney, and State of Minnesota.

Action Requested:

Acknowledge applications and authorize County Board Chair and County Auditor-Treasurer to sign the licenses.

PINE COUNTY
MINNESOTA

AGENDA REQUEST FORM

Date of Meeting: 08/02/2022

☑ **County Board**
- ■ **Consent Agenda**
- ☐ **Regular Agenda** 5 mins.___ 10 mins.___ 15 mins.___ Other___

☐ **Personnel Committee**

☐ **Other** _____

Agenda Item: Approve resolution 2022-41

Department: VSO

Rebecca Foss
_____
Department Head signature

Background information on Item:

Historically, the county annually approves a resolution authorizing the Pine County Veterans Service Office (VSO) to enter into an agreement with the Minnesota Department of Veterans Affairs (MDVA) to accept a $10,000 grant that must be used by the VSO for the following reasons: to provide outreach to the county's Veterans; to assist in the reintegration of combat Veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county Veterans service office. Attached is a sample template of the grant contract, which has been reviewed and approved as a template by the County Attorney's Office. Once the board approves the attached resolution, the MDVA will send Pine County's grant contract to the Pine County VSO for Mindy Sandell to sign.

Action Requested:

Approve resolution 2022-41, which would authorize VSO Mindy Sandell to sign the grant contract with the MDVA and execute the duties within the grant agreement.

Financial Impact:

The $10,000 grant helps maintain and increase outreach efforts, and must be used in ways as noted above.

PINE COUNTY RESOLUTION 2022-41

WHEREAS Pine County historically enters into a grant contract with the Minnesota Department of Veterans Affairs (MDVA) and the County continues to desire to enter into a grant contract with the MDVA, for the purposes of conducting the following Program: County Veterans Service Office Operational Enhancement Grant Program. The grant must be used to provide outreach to the county's Veterans; to assist in the reintegration of combat Veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county Veterans service office, as specified in Minnesota Statutes 197.608 and Minnesota Laws 2021, 1st Special Session, Chapter 12, Article 1, Section 37, Subdivision 2. This Grant should not be used to supplant or replace other funding.

BE IT RESOLVED by Pine County that Mindy Sandell, the Pine County Veterans Service Officer, be authorized to sign and execute the attached grant contract for the above-mentioned program on behalf of the County.

WHEREUPON the above resolution was adopted at a regular meeting of the County Board Chair this 2nd day of August 2022.

_____ _____

Stephen M. Hallan
Board Chair

Date

STATE OF MINNESOTA

PINE COUNTY

I, David Minke, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the County Board of said Pine County, that I have compared the above resolution with the original passed and adopted by the County Board of said Pine County at a regular meeting thereof held on the first Tuesday of August 2022 at 10:00 am, that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this first Tuesday of August 2022 and have hereunto affixed the seal of the County.

_____

David J. Minke
County Administrator
Clerk to the County Board

STATE OF MINNESOTA
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS

COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT PROGRAM

GRANT AGREEMENT

This grant agreement is between the State of Minnesota, acting through its Commissioner of the **MINNESOTA DEPARTMENT OF VETERANS AFFAIRS** ("State" or "MDVA") and **Pine County** ("Grantee").

Recitals

1. Under Minnesota Statutes §197.608, as amended by Minnesota Laws 2022, Regular Session, Chapter 54, Article 1, Section 3, Subdivision 2(e), the State is empowered to enter into this grant.
2. The State is in need of enhancing the operation of the County Veterans Service Offices (CVSO). This grant must be used to enhance the operations of the Grantee's CVSO in accordance with Minnesota Statutes §197.608, Subdivision 4, and should not be used to supplant or replace other funding.
3. The Minnesota Legislature has funded grants to the counties through MDVA for many years. The established practice has been to provide advanced payments of the full grant amount to the Grantee. This has been done to ensure that the counties have sufficient funds available to conduct programming and complete the tasks required by the grant. The counties often have limited cash reserves and do not have the financial capabilities to make grant expenditures first and wait for reimbursements from the State. Therefore, based on their past performance, MDVA is confident that the Grantee will be able to account for the grant funds and abide by the terms of the grant agreement.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. Term of Grant Agreement

1.1 ***Effective date:*** **July 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.

1.2 ***Expiration date:*** **June 30, 2023**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 ***Survival of Terms:*** The following clauses survive the expiration or cancellation of this grant agreement: 9. Liability; 10. State Audits; 11. Government Data Practices and Intellectual Property; 12. Copyright; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction, and Venue; and 17. Data Disclosure.

2. Grantee's Duties

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

2.1 Comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, Subd. 4 (a) (1).

2.2 Conduct this grant as authorized under Minnesota Statute 197.608, Subd.4. Grant expenditures must meet one or more of the following conditions:

- To provide outreach to the county's veterans.
- To assist in the reintegration of combat veterans into society.
- To collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.
- To reduce homelessness among veterans.
- To enhance the operations of the county veterans service office.

2.3 This grant must not be used to supplant any existing funding, or to duplicate any programs or services available to Veterans from other agencies or organizations.

2.4 Comply with the requirements as specified in the MDVA Grants Manual (Rev. 8), Attachment A, which is incorporated into this grant agreement by reference and available on the MDVA Website – Grants Page: http://mn.gov/mdva/resources/federalresources/grants/). In the event that any provision of the MDVA Grants Manual (Rev. 8), Attachment A, is not consistent with any language of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.

2.5 Upon executing the grant agreement, the Grantee must submit to the State for approval:

2.5.1 A proposed budget using the Work Plan and Budget Expenditure Report, Attachment D, in excel format, a sample of which is attached and incorporated into this grant agreement.
2.5.1.1 Budget items must meet the specifications outlined in 2.2 above.

2.5.2 A Conflict of Interest Disclosure Form (page 1 only) for Grantee staff members with fiscal and/or programmatic responsibilities for administering the grant as required in the MDVA Grants Manual (Rev. 8), Attachment A;

2.5.3 The current annual County Budget for the CVSO Program, a sample of which is attached and incorporated into this grant agreement as Attachment B; and

2.5.4 A County Board Resolution, a sample of which is attached and incorporated into this grant agreement as Attachment C. Grantee may request to use an alternative form to Attachment D if approved in writing by the State Authorized Representative.

2.6 If at any time during administering the grant, a personal or professional conflict of interest situation becomes apparent, the Grantee shall disclose that conflict immediately to the State Authorized Representative in writing as provided for in the MDVA Grants Manual (Rev. 8), Attachment A, to determine if corrective action is necessary.

2.7 Upon the conclusion of this Project, the Grantee must close out the grant as specified in the MDVA Grants Manual (Rev. 8), Attachment A to the satisfaction of the State, in order to account for all grant funds expended. Grant close out documentation must include:

2.7.1 County CVSO Office Account Activity Statement (report generated by the county which itemizes the CVSO Office expenditures) with grant-related expenditures highlighted, a sample of which is attached and incorporated into this grant agreement as Attachment E and;

2.7.2 County Activity Statement Cross-Reference (an excel spreadsheet which cross-references the CVSO grant-related expenditures listed on the County CVSO Office Account Activity Statement according to one of the five eligible grant expense categories as referenced in 2.2 above, a example of which is attached and incorporated into this grant agreement as Attachment F and;

2.7.3 A Final Report (narrative summary of grant activities and outcomes) a sample of the format of which is available for download on the MDVA SharePoint site – Grant Page and the MDVA Website – Grants Page: http://mn.gov/mdva/resources/federalresources/grants/) and;

2.7.4 A Travel Log (lists all travel-related expenditures including mileage, airfare, lodging etc.) if applicable. The Travel Log is available for download on the MDVA SharePoint site – Grant Page and the MDVA Website – Grants Page: http://mn.gov/mdva/resources/federalresources/grants/)..

2.8 In the event that any provision of the Grantee's charter or mission, incorporated into this grant agreement by reference, is not consistent with any portion of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.

2.9 Allow the State, at any time, to conduct periodic site visits and inspections to ensure work progress as specified in the MDVA Grant Manual (Rev. 8), Attachment B, including a final inspection upon grant completion.

3. Time

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

4. Consideration and Payment

4.1 ***Consideration*.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

4.1.1 ***Compensation*.** The Grantee will be paid an Advanced Payment lump sum of **$ 10,000** and must utilize funds for allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved, Attachment A.

4.1.2 ***Travel Expenses.*** Travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement is an allowable expense. The total travel budget may comprise all or a portion of the Total Obligation. The Grantee will report all travel-related expense on the Travel Log (as provided in the MDVA Grant Manual (Rev. 8), Attachment B) in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Travel and subsistence expenses incurred outside Minnesota is allowed, when necessary for the accomplishment of routine tasks (e.g. transporting Veterans to medical appointments, attending conferences etc.) related to the CVSO work.

4.1.3 ***Total Obligation.*** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **$ 10,000 (Ten thousand dollars).**

4.2 ***Payment***

4.2.1 ***Invoices***. The State will promptly pay the Grantee an Advance Payment lump sum payment upon execution of this grant agreement.

4.2.2 ***Eligible Costs.*** In order to be eligible for grant funds, costs must be reasonable, necessary, and allocated to the grant, permitted by appropriate State cost principles, approved by the State and determined to be eligible pursuant Minnesota Statutes §197.608, as amended by Minnesota Laws 2021, 1st Special Session, Chapter 12, Article 1, Section 37, Subdivision 2 and this grant agreement.

4.2.3 ***Unexpended Funds.*** If the work specified in the Grantee's Duties is not completed, or is completed without expending the budgeted total of MDVA grant funds, the Grantee shall apply MDVA grant funds towards the total cost properly expended on the Tasks specified in the Grantee's duties, and shall promptly return to the MDVA any funds greater than $25.00 not so expended. All advance payments on the grant must be reconciled within 12 months of issuance or within 20 business days of the end of the grant period, whichever

comes first.

5. **Contracting and Bidding Requirements**
   5.1 Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.
      5.1.1 For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
      5.1.2 The grantee must not contract with vendors who are suspended or debarred in MN: http://www.mmd.admin.state.mn.us/debarredreport.asp
   5.2 The Grantee is not required to record contract and bidding quotes within this Agreement and the referenced Contract and Bidding Log Sheet.

6. **Conditions of Payment**
   All services provided by the Grantee under this grant 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, or will return payment already received, for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. The Grantee will be bound by the MDVA Grant Manual, (Rev. 8), Attachment B, as provided by the State.

7. **Authorized Representative**
   The State's Authorized Representative is **Liz Kelly**, Grants Specialist, Minnesota Department of Veterans Affairs, Veterans Service Building, 20 West 12th Street, St. Paul, Minnesota 55155, 651-201-8225, liz.kelly@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 agreement.

   The Grantee's Authorized Representative is **Mindy Sandell**, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

8. **Assignment, Amendments, Waiver, and Grant Agreement Complete**
   8.1 ***Assignment*.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State and a fully executed assignment agreement executed by the same parties who executed and approved this grant agreement, or their successors in office.
   8.1 ***Amendments.*** Any amendments to this grant 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 agreement, or their successors in office.
   8.1 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
   8.1 ***Grant Agreement Complete.*** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

9. **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 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 agreement.

10. State Audits

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

11. Government Data Practices and Intellectual Property

11.1 ***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 agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant 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.

11.2 ***Intellectual Property Rights***

11.2.1 Intellectual Property Rights. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents *created and paid for under this grant agreement*. The Grantee assigns all right, title, and interest it may have in the works and the documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

11.2.2 Obligations

11.2.2.1 *Notification*. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

11.2.2.2 *Representation*. The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities.

11.2.2.3 *Indemnification.* Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or

part of the works or documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11.2.2.4 Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant agreement.

12. Copyright.

The Grantee shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Grant Agreement.

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 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 agreement. All projects primarily funded by state grant appropriation must publicly credit the Minnesota Department of Veterans Affairs, and list MDVA as a Sponsor on the Grantee's website when practicable.

14.1 ***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 agreement. Venue for all legal proceedings out of this grant 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 agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee may be required to return to the MDVA any funds provided to Grantee in advance, determined on a pro rata basis from the date of termination.

16.1 ***Termination for Cause.*** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant 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. If the Grantee does not commence the grant project within six (6) months of the effective date of this grant agreement, as evidenced by the incurrence of documented expenses for eligible grant costs, then this grant agreement shall be reviewed by MDVA, and may be terminated and the funds returned to MDVA to be reallocated.

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

16.5.1 It does not obtain funding from the Minnesota Legislature;

16.5.2 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 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.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s)._____

2. GRANTEE - Pine County

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Attachment A

MDVA Grant Manual Rev. 8 (available on the MDVA Website - Grants Page)

Attachment B

County Budget EXAMPLE - County Veteran Service Office Program

*** _____ COUNTY ***

INTEGRATED FINANCIAL SYSTEMS

12/13/18 10:27AM

USER- SELECTED BUDGET REPORT

Page 2

01 FUND GENERAL REVENUE FUND

Report Basis: Cash

Account Number	Account Description		2019 BUDGET	Spent Year To Date Mo. 01 - 12
121 DEPT Veterans Service Officer				
01-121-000-0000-6103	Salaries- Full Time		68,126	0
01-121-000-0000-6150	Life Insurance		48	0
01-121-000-0000-6153	Health Insurance		10,200	0
01-121-000-0000-6163	Pera - Employer		5,100	0
01-121-000-0000-6175	Fica- Employer		5,100	0
01-121-000-0000-6201	Telephone		800	0
01-121-000-0000-6202	Postage		318	0
01-121-000-0000-6225	Veterans Rides		22,500	0
01-121-000-0000-6240	Advertising/Notices/Subscriptions		1,250	0
01-121-000-0000-6241	Conf.Exp/Regs/Trng/Dues		665	0
01-121-000-0000-6262	Data Proc. Serv. & Support		1,000	0
01-121-000-0000-6330	Travel Expenses - Mileage		2,355	0
01-121-000-0000-6331	Lodging & Parking		1,500	0
01-121-000-0000-6335	Meals - Taxable		200	0
01-121-000-0000-6340	Rentals & Service Agreements		52	0
01-121-000-0000-6401	Office Supplies		250	0
01-121-558-0000-5302	OUTREACH & OPERATIONS GRANT		7,500 -	0
01-121-558-0000-6240	Advert/Legal Notices/Subsc.		3,000	0
01-121-558-0000-6260	Prof.&Tech.Services		4,500	0
DEPT 121	Veterans Service Officer	**Revenue**	7,500 -	0
		Expend.	126,964	0
		Net	119,464	0
FUND 01	GENERAL REVENUE FUND	**Revenue**	7,500-	0
		Expend.	126,964	0
		Net	119,464	0
Final Totals		**Revenue**	7,500 -	0
		Expend.	126,964	0
		Net	119,464	0

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Attachment C

County Board Resolution EXAMPLE

RESOLUTION OF ABC County

BE IT RESOLVED by ABC County that the County enter into the attached **Grant Contract** with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following Program: **County Veterans Service Office Operational Enhancement Grant Program.** The grant must be used to provide outreach to the county's Veterans; to assist in the reintegration of combat Veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county Veterans service office, as specified in Minnesota Statutes 197.608 and Minnesota Laws 2021, 1st Special Session, Chapter12, Article 1, Section 37, Subdivision 2. This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by the ABC County that John Smith the County Veteran Service Officer be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

WHEREUPON the above resolution was adopted at a monthly meeting of the County Board Chair this second day of August, 2022.

Board Chair Signature — August 2, 2022

Authorized Signature and Title — *Date*

STATE OF MINNESOTA

ABC County

I, Clerk Name, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the County Board of said ABC County, that I have compared the above resolution with the original passed and adopted by the County Board of said ABC County at a monthly meeting thereof held on the first Thursday of August, 2022 at 7:30 pm that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this first Thursday of August, 2022, and have hereunto affixed the seal of the County.

Clerk Signature *Authorized Signature and Title*

Attachment D

Work Plan & Budget Expenditure Report - Example

CVSO Workplan & *proposed* Budget Expenditures Report

County Name: _____

CVSO Authorized Representative Name: _____

Project Name: County Veterans Service Office Operational Enhancement Grant Program

Legal Citation: Minnesota Statutes §197.608, as amended by Minnesota Laws 2021, 1st Special Session, Chapter 12, Article 1, Section 37, Subdivision 2

Period Covered by Request: FY2023 (July 1, 2022 - June 30, 2023)

SECTION ONE - Workplan

In the space provided below, please write a brief, narrative description providing context and background for your budget as specified in the FY2021 CVSO Grant Agreement (Section 2 - Grantee Duties.) Do not relist the budget items.

The FY2023 CVSO grant will be used primarily for advertising county-wide. In the past 3 years, the number of Veteran inquiries has increased by 50%. In my estimation, this is primarily due to my dedication of CVSO funds towards advertising. Additionally…

SECTION TWO - *proposed* Budget Expenditures Report

Table I - Budget

The proposed Budget Expenditure Spreadsheet is pre-programmed to calculate totals.

BUDGET CLASS	Budget Category (e.g. Publicity, Travel, Equipment etc.)	Dollar Amount (estimated)	FY2023 (Subtotal by Budget Category)
ADMINISTRATION	VetraSpec	$ 750.00	$ 750.00
OPERATIONS	Advertising	$ 5,000.00	$ 8,250.00
	Equipment/Software etc.	$ 1,250.00	
	Travel (Ref. Travel Log)	$ 2,000.00	
DIRECT VETERAN SUPPORT SERVICES	Volunteer Driver ($75 per day/per diem	$ 1,000.00	$ 1,000.00
Budget Total		**$ 10,000.00**	**$ 10,000.00**

Budget Expenditure Report | Example

Attachment E
County FY2022 Account Activity Statement EXAMPLE

NOMISSY **** COUNTY****

6/28/23 10:01AM

Fund 01 - General Revenue Fund

ACCOUNT ACTIVITY REPORT

From: 07/2022 Thru: 06/2023 Report Basis:

INTEGRATED FINANCIAL SYSTEMS

Page 2

SC	Tran Type	Vendor	G/L Mont	Receipt/Warrant NUMBER	DATE	Seq	AMOUNT	Description / Service Dates	Invoice Number	Accr Cd	Basis	R1R2
		DEPT 120 - Veteran Service Officer										
		PROGRAM 000										
		01-120-000-7048-5301 - OE Grant Revenue										
RE	RE	STATE OF MINNESOTA	08/2021	52627	08/27/2021	222	7,500.00-	FY '22 OPERATIONAL GRANT			1	
		01-120-000-7048-5301 - OE Grant Revenue				**Total**	7,500.00-					
		01-120-000-7048-6903 - OE Grant Admin										
DI	DI	1135-JONATHAN PUBLISHING	09/2021	512954	09/08/2021	333	150.00	Annual Subscription-CFR38 Upda			1	
DI	DI	1510-TYLER TECHNOLOGIES, INC	03/2022	514975	03/09/2022	333	449.00	'22 VetraSpec Vet Data Renewal	VS-MIN-036		1	
		01-120-000-7048-6903 - OE Grant Admin				**Total**	599.00					
		01-120-000-7048-6904 - OE Grant Travel										
DI	DI	485-ROSENBERGER/JOHN	10/2021	513271	10/06/2021	333	175.84	'21 Fall Conference Mileage	Sept 2021		1	
		01-120-000-7048-6904 - OE Grant Travel				**Total**	175.84					
		01-120-000-7048-6905 - OE Grant Advertising/Promotions										
DI	DI	1741-HERITAGE PUBLICATIONS	07/2021	512235	07/07/2021	333	329.00	Veterans Linkage Ad	2565		1	
DI	DI	1611-HOV RECREATIONAL FOUNDATI	09/2021	512950	09/08/2021	333	500.00	LinkVet Golf Cart Advertising			1	
DI	DI	1193-RED RIVER PROMOTER	12/2021	513993	12/06/2021	333	300.00	Veterans Linkage Line Ad	27289		1	
DI	DI	402-NORMAN COUNTY AGRICULTUR/	06/2022	516057	06/17/2022	333	75.00	County Fair Booth - 10 Ft			1	
DI	DI	1483-CENTEC CAST METAL PRODUCT	06/2022	516100	06/24/2022	333	948.00	Veteran's Bronze Star Maker/30	54185		1	
DI	DI	1483-CENTEC CAST METAL PRODUCT	06/2022	516100	06/24/2022	333	25.59	Freight	54185		1	
DI	DI	1741-HERITAGE PUBLICATIONS	06/2022	516113	06/24/2022	333	199.00	Veteran's Linkage Line	2677		1	
DI	DI	549-OFFICE SUPPLIES PLUS	06/2022	516137	06/24/2022	333	719.98	Reception Guest Chair X 2	54198		1	
DI	DI	549-OFFICE SUPPLIES PLUS	06/2022	516137	06/24/2022	333	779.99	Reception Guest Lounge	54198		1	
DI	DI	549-OFFICE SUPPLIES PLUS	06/2022	516137	06/24/2022	333	105.99	Occasional Guest Table	54198		1	
		01-120-000-7048-6905 - OE Grant Advertising/Promotions				**Total**	3,982.55					
		01-120-000-7048-6906 - OE Grant Training/Seminar										
DI	DI	485-ROSENBERGER/JOHN	10/2021	513271	10/06/2021	333	760.23	'21 Fall Conference Lodging	67649769-1		1	
		01-120-000-7048-6906 - OE Grant Training/Seminar				**Total**	760.23					
						PROGRAM 000 Total	1,982.38-					
						DEPT 120 - Veteran Service Officer Total	1,982.38-					
						Fund 1 - General Revenue Fund Total	1,982.38-					
		15 Transactions	**5 Accounts**			**Final Total**	1,982.38-					

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Attachment F
County Account Activity Statement Cross-reference - Example

	A	B	C	D	E	F
1		**Woodtick County FY2023 CVSO Grant Expenditures**				
		County Account Activity Statement Cross-Reference				
2	**Instructions: Reorganizanize County Account Activity Statement CVSO grant expenditures according to the allowable categories shown in Minnesota Statute § 197.608 below.**					
3	**Date: _____ Submitted by: _____**					
4	**Minnesota Statute § 197.608, as amended, provides that this grant may be utilized for the following general purposes.**					
5	• **To provide outreach to the county's veterans.**					
6	• **To assist in the reintegration of combat veterans into society.**					
7	• **To collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to Veterans.**					
8	• **To reduce homelessness among veterans.**					
9	• **To enhance the operations of the county veterans service office.**					
10	**Vendor**	**Expenditure Category**	**Warrant Date**	**Dollars**	**Description**	**LinkVet (Y) or (N)**
11	• **To enhance the operations of the county veterans service office.**					
12	Jonathan Publishing	Reference Materials	9/8/2021	$150.00	Annual Subscription	N
13	Tyler Technologies, Inc.	Veteran Tracking Software	3/9/2022	$449.00	VetraSpec	n/a
14	Travel	Travel	10/6/2021	$175.84	2021 Fall Conference	n/a
15	Office Supplies	Outreach	6/24/2022	$719.98	Reception Guest Chair - X2	n/a
16	Office Supplies	Outreach	6/24/2022	$779.98	Reception Guest Lounge	n/a
17	Office Supplies	Outreach	6/24/2022	$105.99	Occassional Guest Table	n/a
18	Lodging	Training	10/6/2021	$760.23	2021 Fall Conference	n/a
19	• **To provide outreach to the county's veterans.**					
20	Heritage Publication	Advertising	7/7/2021	$329.00		Y
21	HOV Recreational	Advertising	9/8/2021	$500.00	Golf Cart Display	Y
22	Red River Promotor	Advertising	12/6/2021	$300.00		Y
23	Norman County Fair	Outreach	6/17/2022	$75.00	Booth	n/a
24	Centec Cast Metal	Outreach	6/24/2022	$948.00	Cemetery Markers	n/a
25	Centec Cast Metal	Outreach	6/24/2022	$25.59	Freight	n/a
26	Heritage Publication	Advertising	6/24/2022	$199.00		Y
27	**Total Dollars**			**$5,517.61**		
28	**CVSO Grant Amount**			**$7,500.00**		
29	**Amount Paid/Refunded by the County**			**$1,982.39**	**Refund**	

PINE COUNTY
MINNESOTA

AGENDA REQUEST FORM

Date of Meeting: 08/02/2022

☑ **County Board**
- ■ **Consent Agenda**
- ☐ **Regular Agenda** 5 mins.___ 10 mins.___ 15 mins.___ Other___

☐ **Personnel Committee**

☐ **Other** _____

Agenda Item: Approve New Hires

Department: HHS

Rebecca Foss
_____
Department Head signature

Background information on Item:

HHS recently held interviews for a child protection social worker position, which was recently left vacant due to Amy MacDonald's resignation. The position was offered to and accepted by Jeremy Lindstrom, contingent on board approval. If approved, Jeremy would begin employment with HHS on August 15 at Grade 10, Step 2 ($26.99/hour).

Interviews were also recently hold for a position in Public Health, which was left vacant by Amber Koski's resignation. The position was offered to and accepted by Public Health Nurse Maria Bernhardt, contingent on board approval. If approved, Maria would begin her employment with HHS on August 22 at Grade 11, Step 7 ($34.99/hour). It is signficant to note that Maria has over 15 years of experience in public health.

Action Requested:

Approve the hiring of Jeremy Lindstrom as a social worker, effective August 15th (Grade 10, Step 2- $26.99/hour). Approve the hiring of Public Health Nurse Maria Bernhardt, effective August 22 (Grade 11, Step 7 - $34.99/hour).

Financial Impact:

Both positions are contained in the HHS budget.

PINE COUNTY
MINNESOTA

AGENDA REQUEST FORM

Date of Meeting: 08/02/2022

☑ **County Board**
- ■ **Consent Agenda**
- ☐ **Regular Agenda** 5 mins.___ 10 mins.___ 15 mins.___ Other___

☐ **Personnel Committee**

☐ **Other** _____

Agenda Item: Approve conference attendance

Department: VSO

Rebecca Foss
Department Head signature

Background information on Item:

Veterans Service Officers Michael Harshman and Mindy Sandell have requested to attend the MACVSO (Minnesota Association of County Veterans Service Officers) Conference from September 11 - 14 at Nisswa, MN.

Action Requested:

Authorize VSOs Mindy Sandell and Michael Harshman to attend the MACVSO Conference from September 11 - 14 at Nisswa, MN.

Financial Impact:

Lodging and Accommodations: $532.14/person; total = $1,064.28
Travel= $37.50 (ride share with another VSO)
Total expenses= $1,101.78
There are funds in the VSO budget to cover the expenses associated with attendance at the conference.

PINE COUNTY
MINNESOTA

AGENDA REQUEST FORM

Date of Meeting: 08/02/2022

☑ **County Board**
- ☒ **Consent Agenda**
- ☐ **Regular Agenda** 5 mins.___ 10 mins.___ 15 mins.___ Other___

☐ **Personnel Committee**

☐ **Other** _____

Agenda Item: Approve attendance at training

Department: HHS

Rebecca Foss
_____
Department Head signature

Background information on Item:

CPS Social Worker Angie Ripley has requested to attend "Exploring the Sexual Offender and Violent Offender: Understanding the Offender's Personality, Behavior and Typology" from August 8 - 9 at the Anoka County Sheriff's Office.

Action Requested:

Approve CPS Social Worker Angie Ripley's attendance at the training.

Financial Impact:

Registration: $200
Lodging and Meals: $160
Travel: $50
Total cost: $410
There are funds in the HHS budget to cover the expenses associated with attendance at the training.

AGENDA REQUEST FORM

Date of Meeting: **August 2, 2022**

☒ **County Board**
- ☐ **Consent Agenda**
- ☒ **Regular Agenda** **5 mins.___ 10 mins.___ 15 mins.___ Other___**

☐ **Personnel Committee**

☐ **Other _____**

Agenda Item: **Tax-Forfeit Land Sale Public Hearing**

Department: **Auditor/Land**

_____
Department Head signature

Background information on Item:

On March 1, 2022, Pine County Commissioners Approved resolution 2022-10 which classified a number of tax-forfeit properties as non-conservation and the intent to sell the listed parcels. This resolution was then forwarded to the local units of government for their review as required by state statute. Pine County received the attached letter and copy of 2020 resolution from Wilma Township opposing the sale of tax forfeited land in their township. The tracts which were identified for sale in Wilma Township included 160 acres in Section 10 and 40 acres in Section 11.

In the case of opposition, Minnesota Statute 282.01 requires the county board to hold a public hearing to solicit comments and recommendations about the pending classification or reclassification of tax-forfeit land.

Action Requested:

1.) Presentation by staff regarding the tax forfeit land sale process and overview of County land management philosophy
2.) County Board questions and discussion
3.) Open Public Hearing and take public testimony
4.) Close Public Hearing
5.) County Board additional discussion if necessary
6.) Consider reaffirming Pine County Resolution 2022-10 authorizing the classification of non-conservation and intent to sell listed parcels.

Financial Impact:

N/A

TOWN OF WILMA

52938 Tamarack River Rd., Markville, MN 55072
320/245-2579 pluther@localnet.com

Greg Beck, Pine County Forester
PINE COUNTY LAND DEPARTMENT
1610 Hwy 23 N.
Sandstone, MN 55072
April 12, 2022

Dear Greg,

You sent us letter of the County's intention to sell four parcels of County land on the North Duncan Road, three 40 acre parcels and one 80 acre, on both sides of the North Duncan Road.

The Board of Supervisors of Wilma have always held the position that public lands and rights-of-way should remain in the public domain for the recreational use of all citizens. These parcels on North Duncan Road have been used by Wilma residents and visitors for hunting and camping, and selling them to private parties would end public access.

The Board opposes any sales of county land in Wilma Township and affirms that the public's right to use these lands not be impeded but protected. Our resolution on this dated April 8, 2020 is attached (resolution passed for earlier sales).

Sincerely,

Paul Raymond, Clerk
Town of Wilma

WILMA TOWNSHIP
PINE COUNTY
STATE OF MINNESOTA

RESOLUTION NO. 2020
RESOLUTION OPPOSING PINE COUNTY SELLING TAX-FORFIETED LANDS IN WILMA TOWNSHIP

WHEREAS, The board of Supervisors of Wilma Township has held the position that public lands and rights-of-way, whether state forests, old township roads, or county tax-forfeited lands should remain in the public domain for the recreational use of all citizens, and

WHEREAS, The Pine County Land Department has asked for our feedback on the proposed sale of two parcels in Wilma Township, one of 104 land-locked acres in Section 9 and the other 53 acres on the west side of Dollar Lake Road, and

WHEREAS, Both of these parcels have been used by Wilma Township residents for hunting, and selling them to private parties would end all public access and use, and

WHEREAS, persons who buy a land-locked parcel will likely need to involve the township in time-consuming efforts for them to obtain an easement or cartway into their land, with issues of eminent domain and surveys and petitions and citizens being forced to provide easements through their own parcels,

BE IT THEREFORE RESOLVED BY THE TOWN BOARD OF THE TOWN OF WILMA, PINE COUNTY, MINNESOTA that the Township of Wilma opposes any sales of county land in Wilma Township and affirms that the public's right to use these lands not be impeded or restricted but protected.

Passed this 8th day of April, 2020.

Glen Williamson, Chairman

Attested to by Paul Raymond, Clerk

PAUL LUTHER RAYMOND
Clerk, Wilma Township, Pine Co. Minnesota
Notarial Officer (ex-officio notary public)
My term is indeterminate

Pine County Tax Forfeit Land Management

Kelly Schroeder

Pine County Board Meeting

August 2, 2022

1

Tax Forfeit Lands

- When property forfeits due to non-payment of property taxes:
  - The title reverts to the State of Minnesota, in trust for the local taxing districts.
  - These lands are managed by the County
    - Currently approximately 40,942.91 acres
  - No property taxes are levied while in forfeit status
    - $2.00/acre PILT, 10% is transferred to the township/cities, or $0.20/acre

2

County Forfeit Land Management

- Sustainable forestry practices
- Timber production and sales
- Recreational use
- Land Sales/Exchanges

3

Classification of Lands

- Productivity of the soil
- Character of forest or other growth
- Accessibility of lands to established roads, schools, and other public services
- Suitability or desirability for particular uses
- Suitability of forest resources
- Encourage the most economical and efficient use of the property
- Reduce local and state government expense
- Conserve and develop the state's natural resources
- Encourage economic development

4

Conservation Classification

- Held for long-term county management
- Memorial Forests - 36,238 Acres:
  - Large Acreage
  - Timber/Resource Potential
  - Management Access
  - Environmental Uniqueness
  - Public Recreation Value

5

Non-Conservation Classification

- Short-term holdings
- Notify Town/City of classification and intent to sell
  - If they disapprove, then public hearing
  - County board must allow persons to submit comments and recommendations about the pending classification or reclassification of tax-forfeit land.
    - County board must consider applicable comprehensive plans
    - After testimony, the County Board may classify, reclassify, or delay taking action on the parcel in question.

6

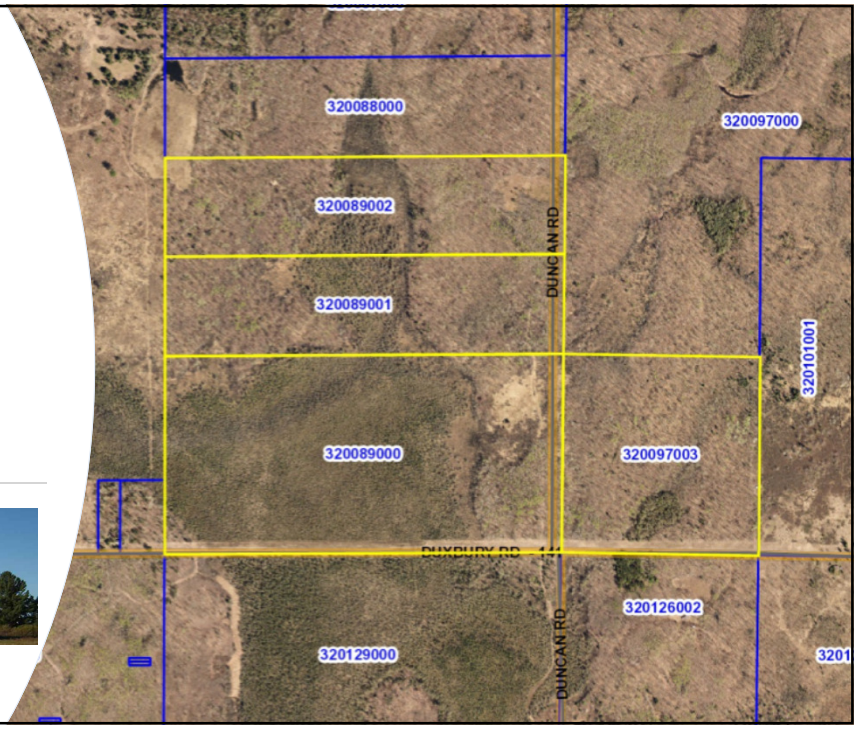
Parcels in Question

PID 32.0089.000 – 80 acres

PID 32.0089.001 – 40 acres

PID 32.0089.002 – 40 acres

PID 32.0097.003 – 40 acres



7

Wilma Township Inventory

- Without these parcels, there are still 1,488.14 acres of tax forfeit land in Wilma Township, 1,288.14 are classified as memorial forest
- There are also 7 small lots in the Townsite of Duxbury

8

Timber & Land Sales

Year*	Distributed to County General Fund – 40%	Distributed to Schools – 40%	Distributed to Cities/Towns – 20%
2022	$264,336.15	$264,366.15	$132,183.08
2021	$390,051.08	$390,051.08	$195,025.54
2020	$455,845.35	$455,845.35	$227,922.68
2019	$300,006.25	$300,006.25	$150,003.12
2018	$366,607.31	$366,607.31	$183,303.65
2017	$445,838.65	$445,838.65	$222,919.33
2016	$703,698.67	$703,698.67	$351,849.34
Totals	**$2,926,383.46**	**$2,926,383.46**	**$1,463,206.74**

*This is the payment year for the sale the previous year

9

Wilma Township Revenues

Year	Property Sale Revenue	Timber Sale Revenue	Total Revenue
2022	$8,855.10	$851.63	$9,706.73
2021	$5,781.66	$309.70	$6,091.36
2020	$9,680.80	$285.62	$9,966.42
2019	$10,571.30	$1,921.35	$12,492.65
2018	$1,936.36	$2,815.24	$4,751.60
2017	$42,841.19	$2,055.77	$44,896.96
2016	$15,111.85	$3,481.47	$18,593.32
Totals	**$94,778.26**	**$11,720.78**	**$106,499.04**

Over this same time period, the Wilma Township levy was $35,600/year for a total of $249,200. When compared to their tax levy, these land revenues equate to 43% of this amount.

10

Proposed Sales

- Parcel 32.0089.000, Appraised price $56,900
  - After administrative costs and statutory withholdings, if this property sells at appraised value, I estimate $6,213 to Wilma Township on this sale
- Parcel 32.0089.001, Appraised price $45,900
  - After administrative costs and statutory withholdings, if this property sells at appraised value, I estimate $5,012 to Wilma Township on this sale
- Parcel 32.0089.002, Appraised price $44,200
  - After administrative costs and statutory withholdings, if this property sells at appraised value, I estimate $4,827 to Wilma Township on this sale
- Parcel 32.0097.003, Appraised price $64,900
  - After administrative costs and statutory withholdings, if this property sells at appraised value, I estimate $7,087 to Wilma Township on this sale

11

Any questions?

PINE COUNTY
MINNESOTA

12

Pine County Land & Zoning Advisory Committee Minutes
Friday, July 15, 2022; 9:00 a.m.
1610 State Hwy 23 N, Sandstone, MN 55072

Members:
Commissioner Terry Lovgren
Commissioner Matt Ludwig

Others Present:
Greg Beck, Land Commissioner
Joe Kelash, Technician
David Minke, County Administrator
Kelly Schroeder, Auditor-Treasurer
Alison Hughes, Property Records

I. 2022 Land Auction

A. Land Commissioner Beck reviewed the land sales for public auction. Commissioner Lovgren requested information regarding the properties that will be required to pay in full due to blight/demolition situations and how that will work. Beck explained there will be a specific contract requiring the demolition of the structures and provided a draft copy. Auditor-Treasurer Schroeder suggested that the committee could consider reducing the price of Tract #1 since it did not sell at the stated price in 2021. It was decided to reduce the price by 10%. Greg also noted that there is one piece of county fee owned land that will be offered. He explained that sale will have its own terms and not available on a contract.

B. Land Commissioner Beck reviewed the land sales for the sealed bid, adjoining landowner auction and explained the background of those sales and why they are not put to public auction like the others.

C. Land Commissioner Beck reviewed the findings regarding the Jackie's Addition Outlot research after the county board requested on March 1, 2022 further research regarding winter access points to Cross Lake prior to selling the 3/16 forfeited interest in the Outlot. Beck and Commissioner Hallan toured the other winter access points. Additionally, Beck researched and did identify the three lots in the addition that do not have deeded interests. After much discussion, it was decided to move forward with offering the three lots that do not currently have an interest in the Outlot a 1/16 interest in the lot for $500.

D. Land Commissioner Beck explained there is one county fee owned parcel that will be offered for sale at the 2022 auction as well. The parcel will have separate terms and conditions than the regular land sale parcels and cannot be purchased on a contract.

Commissioner Lovgren made a motion to recommend to the county board to approve the public land sale, the adjoining owner land sale, and the county fee owned land sale. Commissioner Ludwig seconded the motion. Motion passed 2-0.

II. DNR Request to Purchase

Land Commissioner Beck reviewed the DNR's proposal to purchase a 40-acre tract of land in Section 12 of Chengwatana Township and the process the sale will follow. There was discussion regarding if it would be better to do a land exchange than an outright sale. Beck noted he had identified one parcel that would fit nicely with the county's existing parcels; however, there are deed restrictions on the parcel that are not palatable to our management program.

Commissioner Ludwig made a motion to notify the DNR of our interest in selling Parcel 08.0131.000 for $26,400, the current appraised value. Commissioner Lovgren seconded the motion. Motion passed 2-0. Once the DNR determines they will move forward with the sale, the county board will need to pass a formal resolution.

III. Other

A. Land Commissioner Beck gave an update on the land exchange request which was received from Tom Foster. He noted he has reached out to Tom several times regarding the process and Tom continues to show interest; however has not complete the initial steps to proceed. There is currently a timber sale on the property; once that is completed, the parcel will likely be offered at public auction should no further action from Mr. Foster come.

B. County Auditor-Treasurer Schroeder noted there has been no progress on the removal of the Greenly cabin encroachment. She explained while the County Board has the authority to deny Mr. Greenly relief from the requirement; however County Attorney Frederickson has advised that a Court Order should be obtained prior to moving forward with the removal. This Court Order is still in process.

C. Land Commissioner Beck noted that during the Memorial Day storm there was some damage to some timber sales. The state has a process to reduce the purchase price for this type damage which he followed. He has met with and worked with the purchasers regarding these reductions.

Meeting adjourned at 10:05 a.m.

2022 Pine County Tax-Forfeit Land Auction

10:00 A.M., September 16, 2022
Courthouse
635 Northridge Drive N.W., Pine City, MN

NOTICE IS HEREBY GIVEN that sale to the highest bidder (but at not less than the appraised value), in the County Board Room in the Courthouse in the City of Pine City, Minnesota, the following described parcels of land, or lots with buildings or structures forfeited to the State for non-payment of taxes, by resolution of the County Board, authorizing the same, and will commence at 10:00 A.M. on the 16th day of September, 2022.

2022 Pine County Tax-Forfeit Land Auction Sale Terms and Conditions
RESOLUTION 2022-42

BE IT HEREBY RESOLVED, that the parcels of land forfeited to the State for non-payment of taxes, appearing on the attached list filed with the County Auditor, which have been classified and appraised as provided by M.S. 282.01 to 282.13, shall be offered for sale by the County Auditor; said sale to commence at 10:00 A.M. on the 16th day of September, 2022, and the County Auditor is hereby directed to publish the notice of sale as provided by law.

BE IT FURTHER RESOLVED, the sales of tracts require payment in full OR payment on terms requiring a down payment of $1,000.00 or a minimum down payment thereon of 10%, whichever is greater, with no down payment being less than the appraised timber value plus the proportioned bid increase. The balance is to be paid in ten equal annual principal payments, provided that no payment on principal, except the last payment shall be less than $1,000.00. Interest shall be computed from the day of the sale at the rate set by M.S. 282.01, sub. 4. Both principal and interest are payable annually on or before the Anniversary date of purchase. In the event of a contract cancellation, and less than 50% of the principle (original sale price) has been paid, reinstatement of the contract will not be allowed, requiring full payment of all financial obligations to retain the property.

BE IT FURTHER RESOLVED, that payment on terms is not available on the sale of tracts 18, 19, and 20, with sale requiring payment in full and a 2-year contract with demolition of structures and clean-up requirements.

BE IT FURTHER RESOLVED, that all sales are subject to 3% state assurance, as required by state law.

BE IT FURTHER RESOLVED, that all sales are subject to recording fees, a state deed fee, state deed tax, well certificate fee, if applicable and an annual billing fee.

BE IT FURTHER RESOLVED, that all parcels of said land shall be offered for sale subject to existing leases, easements or tax liens, if any.

BE IT FURTHER RESOLVED, that certain tax-forfeited lands may have unpaid special assessments for improvements that were canceled at the time of forfeiture. Upon sale of this land, the municipality may establish an assessment schedule for payment of a portion or all of the unpaid special assessments.

BE IT FURTHER RESOLVED, that, except for land in platted subdivisions and lands conveyed for correcting legal descriptions, all deeds requested will contain the following statement, "This property is not eligible for enrollment in a state funded program providing compensation for conservation of marginal land or wetlands".

Any parcel of land or lots not sold at the auction may be purchased at any time thereafter at not less than the appraised value until such time as the County Board may order a re-appraisal of the same or withdraw said land or lots from sale.

PASSED AND APPROVED this 2nd day of August, 2022 by the Pine County Board of Commissioners.

_____

ATTEST: Stephen M. Hallan , Chair Pine County Board of Commissioners

_____

David J. Minke, Pine County Administrator

Pine County Tax-Forfeit Land Auction September 16, 2022

Note: appraised values listed may have been discounted to reflect conditions of the parcel and may not represent the valuation determined by the Assessor's Office for determining property taxes

Previously Offered Last Year

1. BREMEN TOWNSHIP (05.0298.000)- landlocked: no legal access
NE ¼ of SW ¼; (Timber Value $10,800). Torrens Certificate #1828 (Examiner's Directive Fee Required $150)
35-44-21 40 acres **Appraised Value: $24,900**

2. MUNCH TOWNSHIP (19.0186.003)- landlocked: no legal access
S ½ of NW ¼; Subject to public waters.
27-40-20 80 acres **Appraised Value: $15,900**

3. MUNCH TOWNSHIP (19.0192.000) - landlocked: no legal access
SW ¼ of NE ¼; Subject to public waters.
28-40-20 40 acres **Appraised Value: $7,900**

New Offerings

4. CITY OF BRUNO (36.0009.001) - landlocked: no legal access
That part of Lot 1, of Auditor's Subdivision of Section 19, Township 44 North, Range 18 West, Pine County, Minnesota lying East of the following described line: Commencing at the Northwest corner of said Lot 1, Auditor's Subdivision of Section 19, Township 44 North, Range 18 West, Pine County, Minnesota, thence East along the North line of said Lot 1, a distance of 265.00 feet to the actual point of beginning of the line to be described, thence South parallel with the West line of Said Lot 1 to the South line of said Lot 1, Auditor's Subdivision of Section 19, Township 44 North, Range 18 West, and there terminating.
19-44-18 2.67 acres **Appraised Value: $1,700**

5. BRUNO TOWNSHIP (07.0311.000) - landlocked: no legal access
NE ¼ of SE ¼, reserving a public road and utility easement over, under, and across the east 50 feet thereof.
26-44-18 40 acres **Appraised Value: $63,900**

6. BRUNO TOWNSHIP (07.0311.001) - landlocked: no legal access
SE ¼ of SE ¼, reserving a public road and utility easement over, under, and across the east 50 feet thereof.
26-44-18 40 acres **Appraised Value: $51,900**

7. DANFORTH TOWNSHIP (11.0198.001) - landlocked: no legal access
SE ¼ of SE ¼
32-42-18 40 acres **Appraised Value: $34,400**

8. KERRICK TOWNSHIP (16.0042.000, 16.0058.000, and 16.0059.000) - landlocked: no legal access
S ½ of SE ½ in 5-45-18; **AND** NE ¼ of NE ¼ and NW ¼ of NE ¼ in Section 8-45-18; Subject to public waters.
Sections 5 and 8 of 45-18 160 acres **Appraised Value: $149,600**

9. KERRICK TOWNSHIP (16.0039.000) - landlocked: no legal access
S ½ of NE ¼ and NE ¼ of SE ¼; (Timber Value $13,000).
Sections 5- 45-18 120 acres **Appraised Value: $117,900**

10. KERRICK TOWNSHIP (16.0037.000) - landlocked: no legal access
S ½ of SW ¼; Subject to public waters. (Timber Value $17,500).
4-45-18 80 acres **Appraised Value: $69,000**

11. PINE LAKE TOWNSHIP (27.0456.000) - landlocked: no legal access
S ½ of SW ¼; Subject to public waters.
30-43-21 82.2 acres **Appraised Value: $19,900**

12. WILMA TOWNSHIP (32.0097.003)
SW ¼ of SW ¼, reserving for Pine County, it's successors and assigns, a highway easement which extends 50 feet north of the centerline of Pine County Road 141; (Timber Value $9,100).
11-42-17 40 acres **Appraised Value: $64,900**

13. WILMA TOWNSHIP (32.0089.002)
N ½ of N ½ of SE ¼, reserving a public ingress, egress, roadway, and utility easement over, under, and across the east 100 feet thereof. (Timber Value $5,900). **Appraised Value: $44,200**
10-42-17 40 acres

14. WILMA TOWNSHIP (32.0089.001)
S ½ of N ½ of SE ¼, reserving a public easement on existing State Recreational Trail pursuant to State of Minnesota regulations **AND** reserving a public ingress, egress, roadway, and utility easement over, under, and across the east 100 feet thereof. (Timber Value $4,800). **Appraised Value: $45,900**
10-42-17 40 acres

15. WILMA TOWNSHIP (32.0089.000)
S ½ of SE ¼, reserving a public easement on existing State Recreational Trail pursuant to State of Minnesota regulations; **AND** reserving a public ingress, egress, roadway, and utility easement over, under, and across the east 100 feet thereof; **AND** reserving for Pine County, it's successors and assigns, a highway easement which extends 50 feet north of the centerline of Pine County Road 141.
10-42-17 80 acres **Appraised Value: $56,900**

16. WINDEMERE TOWNSHIP (33.5938.000)
Wild Acres, Outlot B, less the west 66 feet; reserving a public easement for ditch maintenance along the northerly 4 rods thereof bordering public roadway. Subject to public waters.
Torrens Certificate #6264 (Examiner's Directive Fee Required $150)
28-45-19 +/- 19 acres **Appraised Value: $4,400**

17. WINDEMERE TOWNSHIP (33.6075.000)
Wild Acres East, Lot 13, Block 3. Torrens Certificate #7412
28-45-19 **Appraised Value: $21,900**

NOTE: Tracts 18, 19, and 20 Require Payment-In-Full Immediately Following the Auction AND a 2-Year Contract Requiring Demolition of Structures and Clean-Up Before a State Deed Will Be Issued.

18. WINDEMERE TOWNSHIP (33.6100.000)
Wild Acres East, Lot 7, Block 4. Torrens Certificate #6919
28-45-19 **Appraised Value: $4,500**
NOTE: Purchase requires payment in full and a 2-year contract with demolition/clean-up requirements.

19. WINDEMERE TOWNSHIP (33.6114.000 and 33.6115.000)
Wild Acres East, Lots 3 and 4, Block 5. Torrens Certificate #4709 and #4710
28-45-19 **Appraised Value: $19,900**
NOTE: Purchase requires payment in full and a 2-year contract with demolition/clean-up requirements.

20. BROOK PARK TOWNSHIP (06.5019.000)
Sportman's Retreat, Lot 9, Block 2; Subject to public waters.
8-40-22 +/- 7.8 Acres **Appraised Value: $5,900**
NOTE: Purchase requires payment in full and a 2-year contract with demolition/clean-up requirements.

Pine County Resolution for Tax-Forfeit Land Auction
Limited To Adjoining Property Owners
Resolution No. 2022-43

WHEREAS, the attached list of parcels of land have forfeited to the State for non-payment of taxes and cannot be improved upon because of minimal size or encroachments and the highest and best use of the parcels would be achieved by combining them with an adjoining or adjacent property.

BE IT HEREBY RESOLVED, that the listed parcels of land, which have been classified and appraised as provided by M.S. 282 shall be offered for sale by the County Auditor, to adjoining or adjacent landowners in accordance to M.S. 282.01 (Subd. 7a), by sealed bid and shall not be sold for less than their appraised value.

BE IT FURTHER RESOLVED, that the terms of sale shall be payment in full and that the purchased properties will be attached to the adjoining property. As a condition of combining the two parcels, the real estate taxes of the adjoining property must be paid in full. Any parcel not sold at auction may be purchased at any time thereafter, by an adjoining property owner, at not less than the appraised value until such time as the County Board may order a re-appraisal or withdraw parcel from sale.

BE IT FURTHER RESOLVED, that all sales are subject to 3% state assurance, as required by state law and that all sales are subject to recording fees, a state deed fee, state deed tax, and a well certificate fee, if applicable.

BE IT FURTHER RESOLVED, that all parcels of said land shall be offered for sale subject to existing leases, easements or tax liens, if any.

BE IT FURTHER RESOLVED, that certain tax-forfeited lands may have unpaid special assessments for improvements that were canceled at the time of forfeiture. Upon sale of this land, the municipality may establish an assessment schedule for payment of a portion or all of the unpaid special assessments.

BE IT FURTHER RESOLVED, that, except for land in platted subdivisions and lands conveyed for correcting legal descriptions, all deeds requested will contain the following statement, "This property is not eligible for enrollment in a state funded program providing compensation for conservation of marginal land or wetlands".

Passed And Approved this 2nd day of August, 2022 by the Pine County Board of Commissioners

_____
Stephen M. Hallan, Chair Pine County Board

ATTEST:

_____
David J. Minke
Pine County Administrator

2022 Pine County Sealed Bid Parcels

Sealed Bid Auction to Adjoining Land Owners (non-conforming lots)

1. KERRICK TOWNSHIP (16.0280.000)
That part of Lot 4, Auditor's Subdivision described as follows: beginning at a point on the Southeast Corner of Lot 5, Auditor's Subdivision, thence East 330 feet; thence North 330 feet; thence West 330 feet to the East line of Lot 5, thence south along said East line to point of beginning.
24-45-18 2.5 acres **Appraised Value: $900**

2. KETTLE RIVER TOWNSHIP (17.5148.000)
Long Lake Shores, Outlot A. Torrens Certificate #7737
21-44-20 **Appraised Value: $1,500**

3. NEW DOSEY TOWNSHIP (20.5037.000 and 20.5038.000)
Townsite of Cloverton, Lots 7 – 10, Block 1
36-43-16 **Appraised Value: $400**

4. NEW DOSEY TOWNSHIP (20.5040.000)
Townsite of Cloverton, Lot 18, Block 1
36-43-16 **Appraised Value: $100**

5. NEW DOSEY TOWNSHIP (20.5055.000)
Townsite of Cloverton, Lots 3 and 4, Block 5
36-43-16 **Appraised Value: $400**

6. NEW DOSEY TOWNSHIP (20.5057.000)
Townsite of Cloverton, Lot 6, Block 5
36-43-16 **Appraised Value: $200**

7. NORMAN TOWNSHIP (22.0352.000)
Government Lot 3; Subject to public waters.
33-44-19 .44 acres **Appraised Value: $200**

8. NORMAN TOWNSHIP (22.0367.000)
N ½ of N ½ of N ½ of NE ¼ of SE ¼; reserving a public easement on existing State Grant-In-Aid snowmobile trail pursuant to State of Minnesota regulations.
33-44-19 5 acres **Appraised Value: $900**

9. POKEGAMA TOWNSHIP (28.5420.000)
Jackies 1st Addition; Outlot A, Less 13/16 interest. Subject To Non-exclusive Easement
MICRO #396102-103,438065, 504602-603,504681,505169, 505547,507411,552948
27-39-21 **Offer to those owners of parcels in Jackies 1st Add. w/o an interest @ Appraised Value: $500/interest**

10. WINDEMERE TOWNSHIP (33.5937.000)
Wild Acres, Outlot A. Torrens Certificate #6264 (Examiner's Directive Fee Required $150)
28-45-19 **Appraised Value: $200**

11. CITY OF DENHAM (37.0027.000)
Lot 25, Auditor's Subdivision of the Southwest Quarter. Subject to public waters.
24-45-21 .36 acres **Appraised Value: $100**

12. CITY OF DENHAM (37.5069.000)
Townsite of Denham, Lot 11, Block 10
24-45-21 **Appraised Value: $200**

13. CITY OF HINCKLEY (40.0105.000)
Lot 41, Auditor's Subdivision. Subject to public waters.
24-41-21 .33 acres **Appraised Value: $3,900**

14. CITY OF SANDSTONE (45.5144.000)
Townsite of Sandstone, Lots 4 and 5, Block 22
15-42-20 **Appraised Value: $400**

2022 Pine County Fee Land Auction

Following Tax-Forfeit Land Auction
10:00 A.M., September 16, 2022
Courthouse
635 Northridge Drive N.W., Pine City, MN

NOTICE IS HEREBY GIVEN that I shall sell to the highest bidder (but at not less than the appraised value), at the County Board Room in the Courthouse in the City of Pine City, in the County of Pine, the following parcel of land by resolution of the County Board, authorizing the same, and will commence at 10:00 A.M. on the 16th day of September, 2022.

That the following is a true and correct copy of the aforementioned resolution passed by the County Board of Pine County on August 2, 2022, which shall govern said sale.

2022 Pine County Fee Land Auction: **Sale Terms and Conditions**

RESOLUTION 2022-44

BE IT HEREBY RESOLVED, that the following parcel of land owned by Pine County shall be offered for sale by auction, by the County Auditor at no less than the appraised value of $34,900.00; said sale to commence following the Tax-Forfeit Land Auction scheduled at 10:00 A.M. on the 16th day of September, 2022, and the County Auditor is hereby directed to publish the notice of sale as provided by law.

Property described as follows:

PINE LAKE TOWNSHIP (27.0208.000)
S ½ of SE ¼ of SE ¼; subject to Highway Easement; Book 93/Page 506 AND reserving for Pine County, it's successors and assigns, a highway easement which extends 50 feet west of the centerline of Pine County State Aid Highway 36.
16-43-21 20 acres **Appraised Value: $34,900**

BE IT FURTHER RESOLVED, that immediately following the auction, payment in full or a nonrefundable minimum down payment of 10% of the purchase price will be paid, with the balance due 30 days from the date of sale,

BE IT FURTHER RESOLVED, that sale is subject to recording fees and state deed tax.

BE IT FURTHER RESOLVED, that parcel of said land shall be offered for sale subject to easements. If parcel is not sold at the auction, it may be purchased at any time thereafter at not less than the appraised value until such time as the County Board may order a re-appraisal of the same or withdraw said parcel from sale.

PASSED APPROVED this 2nd day of August, 2022 by the Pine County Board of Commissioners.

_____
Stephen M. Hallan , Chair Pine County Board

ATTEST:

_____
David J. Minke
Pine County Administrator

MINUTES
PINE COUNTY TECHNOLOGY COMMITTEE

District 1 Commissioner Hallan
District 2 Commissioner Mohr

Tuesday July 26th, 2021 at 9:00a.m.
Steve Chaffee Conference Room / Zoom Meeting
Pine City, Minnesota

Present: Commissioner Hallan, Commissioner Mohr, IT Manager Ryan Findell, IT Specialist Sr. Kent Bombard, County Administrator David Minke, Child Support Supervisor Jodi Blesener, Jail Administrator Rodney Williamson

1. Called meeting to order at 9:01am
2. 2023 IT Dept. Budget
   - Discussion was held on the preliminary 2023 budget for the IT department. IT Manager Ryan Findell presented preliminary budget numbers along with current projects and a revised hardware replacement schedule. The Tax/CAMA project is the most impactful on the IT department workload for 2023. The DotGOV transition for Pine County's email and website domain will start in fall/winter of 2022.
3. Hardware Replacement Schedule
   - Due to the COVID-19 pandemic, laptops were purchased in bulk in 2020 using CARES funds and the replacement schedule was put on hold. Starting in 2023, Pine County IT will move to a four year computer replacement schedule. This change will lower the budgeted amount for the replacement schedule by approximately $20,000 a year.
4. Information Security Audit
   - Discussion was held on current information security audits. Additional virtual firewalls are required on the virtual server infrastructure and is needed to complete the current audits. IT Manager Ryan Findell has added those items into the 2023 preliminary budget for the IT department.
5. Adjourned at 9:35 am

Pine County Insurance Committee
Minutes
Thursday, July 26, 2022 – 2:30 p.m.
Pine County Courthouse

Members present: Commissioner Terry Lovgren, Commissioner Matt Ludwig

Others present: David Minke, Jackie Koivisto, Jennifer Frederickson, Debbie Gray, Jodi Blesener, Yvette Weis, Jessica Blesener, Shawn Linnell, Sherry Johnson, Sheila Pokorny - AFSCME Representative, Justin Kroeger, Insurance Consultant

1. **Justin reviewed:**
   A. **Contract loss**
   We experienced an organic contract loss down to 210 contracts from 228 at the start of 2022. This results in an unanticipated reduction of $70,000 to our plan fund.

   B. **High Claim Usage**
   The 2022 data shows higher utilization than expected. June was an especially hard month with an unexpected $150,000 being pulled from the Pine County reserve. Through June, $250,000 has been pulled from the reserve. We are on pace for a $4,000,000 year with claims expected to be $900,000 higher than planned. The higher utilization results from a small amount of insurants (28 or 6.7% of all members) utilizing a large amount of insurance (67% of all claims). These claims have all come under the Stop-Loss Premium threshold and have significantly impacted the insurance fund.

2. **Best and Final Health Insurance Offers**
   Justin received Best and Final offers from three carriers: United Healthcare (UHC), Medica, and BlueCross BlueShield (BCBS).

   A. **Premium Rate Compared to Current**
   - UHC proposed a 18% increase — with fixed costs up 17.3% and expected claims at 18.1%
   - Medica proposed a 17% increase — with fixed costs down 4.7% and expected claims at 20.4%
   - BCBS proposed a 7.7% increase — with fixed costs down 4.9% and expected claims at 9.7%

   B. **Rate Caps on Best and Final Offers**
   - UHC has no rate caps
   - BCBS has a 10% stop-loss rate cap for 2024, administration fee is guaranteed for 2023 and 2024 with a 3% cap for 2025.
   - Medica has a 10.2% stop-loss rate cap for 2024, administrative fee is guaranteed for 2023-2025.

   C. **Implementation Credits on Best and Final Offers**
   - UHC – Not applicable
   - BCBS – $50,000 for the first year
   - Medica – $28,800 for the first year

   D. **Performance Guarantees on Best and Final Offers**
   - UHC has $10,500 performance guarantee
   - BCBS – not offered
   - Medica – not offered

E. Wellness Credits on Best and Final Offers

- UHC has a $10,000 first year wellness credit
- BCBS – not offered
- Medica – not offered

3. Selecting a Carrier

Commissioner Lovgren made a motion to recommend BlueCross BlueShield as the health care provider for 2023. Second by Commissioner Ludwig. Motion carried.

The $50,000 implementation credit from BCBS would assist with the run-out costs incurred leaving UHC including two months of administrative fees (approximately $6,700) and the return of $18,344, one-third of the wellness credits used in 2022. There will also be a six-month period to get unresolved claims paid or the county will be responsible for the payment.

4. Finalizing Health Insurance Rates for 2023

Pine county is not on track for the desired yearly target of $250,000 in reserves to meet our eventual reserve goal of $1,000,000. Rates need to be set high enough to cover our expected costs and claims and to build reserves. Justin presented three funding options for 2023 in the BlueCross BlueShield plan.

A. Minimum renewal at 7.7% above current

- Maximum cost exposure is 8.5% or $337,435 above projected costs.
- Pine County total 2023 cost is $3,534,120
- Employee total 2023 cost is $469,916
- Specific plan annual costs increases:
  - Employee CMM and HSA single plan = $90.24 annually.
  - Employee VEBA single plan = $824.95 annually.
  - Employee CMM family plan = $612.93 annually.
  - Employee HSA family plan = $430.27 annually.
  - Employee VEBA family plan = $955.29 annually.

B. Renewal at 10% above current

- Maximum cost exposure is 6.3% or $253,424 above projected costs.
- Pine County total 2023 cost is $3,590,392
- Employee total 2023 cost is $499,008
- Specific plan annual cost increases:
  - Employee CMM and HSA single plan = $212.30 annually.
  - Employee VEBA single plan = $965.70 annually.
  - Employee CMM family plan = $796.02 annually.
  - Employee HSA family plan = $558.79 annually.
  - Employee VEBA family plan = $1,240.58 annually.

C. Fully insulated renewal at 17% above current

- At this rate, maximum cost exposure is 0% or fully funded.
- Employee costs were not projected for this renewal presentation.

General Insurance Committee consensus was to look at a rate higher than the 10%, but lower than the fully insulated renewal at 17%. Figures for rate increases of 12% were requested and will be presented to committee members electronically for discussion and decision.

The committee discussed the $300,000 of ARPA funds that the county board has allocated for rate stabilization. These funds can help offset the potential exposure, but should not be used to artificially reduce rates as that is not a stable funding plan.

5. **Vision Survey Results**
Survey results from employees currently utilizing the vision plan show that a majority use Walmart, Pine Eye, and Vision Pro for providers. The preference was to stay at the current $130 benefit, but there was interest to move up to a $200 benefit if the monthly rates were competitive. Current plan members strongly prefer to focus on a plan that offers more locations versus selection solely based on costs.

6. **Final Vision Proposals and Selection a New Carrier**
The issue(s) regarding annual exams not being covered by health insurance for Pine Eye and Walmart will be fixed by switching back to BCBS who have both providers in their network. The ancillary vision proposals are for extended vision aid benefits.

A. Superior Vision – current provider – proposal
- Includes 7 local providers, does not include Pine Eye
- Monthly rates remain in range from $4.56 individual to $14.85 Family
- 1 year rate guarantee

B. VSP proposal
- Includes 12 local providers, does not include Vision Pro
- Rates include $20 eye exam
- 33.37% estimated overall annual premium change
- Monthly increase ranges from $2.55 individual to $3.64 Family
- 4 year rate guarantee

C. EyeMed proposal
- Includes 13 local providers, does not include Walmart and Pine Eye
- 14.83% estimated overall annual premium change
- Monthly increase ranges from $0.61 individual to $1.99 Family
- 4 year rate guarantee

D. MetLife proposal
- Includes 17 local providers and covers Walmart, Pine Eye, and Vision Pro
- 48.57% estimated overall annual premium change
- Monthly increase ranges from $2.89 individual to $5.07 Family at the $130 benefit
- Monthly increase ranges from $4.00 individual to $8.07 family at $200 benefit
- 2 year rate guarantee

Commissioner Ludwig made a motion to recommend MetLife as the 2023 vision plan at the $200 benefit level. Second by Commissioner Lovgren. Motion carried.

7. **Ancillary Plan Renewals**
The Pine County ancillary benefit plans (dental, life/AD&D, and long/short-term disability) will remain at the same guaranteed rate and offerings for 2023. Gallagher will know the 2024 rates in September.

8. **Adjourn**
With no further business, the meeting adjourned at 4:00 p.m.

AGENDA REQUEST FORM

Date of Meeting: August 2, 2022

☑ **County Board**
- ☐ **Consent Agenda**
- ☐ **Regular Agenda** **5 mins.** ☐ **10 mins.** ☐ **15 mins.** ☐ **Other** ☐

☐ **Personnel Committee**

☐ **Other** _____

Agenda Item: Childcare Strategic Supply Plan Process

Department: Administration/Economic Development

_____
Department Head signature

Background information on Item:

First Children's Finance (FCF) conducted a childcare supply and demand gap analysis in Pine County in 2021, through a partnership with East Central Regional Development Commission (ECRDC). FCF and ECRDC reached out to Pine County staff to see if they would be the local team leader of the next step, a Child Care Strategic Supply Plan Process (CSSP), which is a 6 month process to develop solutions to the childcare shortage and implement them locally (process outline attached).

Action Requested:

Approve Administrator Minke to execute Memorandum of Agreement between FCF and Pine County, where Pine County would be provided consulting services to conduct the CSSP at no cost.

Financial Impact:

None.

First Children's Finance

Child Care Strategic Supply Plan Process

The Child Care Strategic Supply Plan Process will focus on addressing the child care needs of your community by increasing the number of child care slots birth to age 5 and sustaining the existing child care supply. Through this process we will focus on right-sized solutions that address the unique needs of your community. This process includes an initial commitment of 6 months of work with First Children's Finance staff to gain a better understanding of the child care need in your community, learn the basics of the child care industry, inventory existing assets in the community that will be useful in developing solutions to the child care shortage, set SMART goals for the core team, and implement those goals.

Initial Prep Meeting

- Meeting between FCF staff and core team lead(s)
- Discuss core team members & their expectations
    - The core team should include representation from all sectors of the community including:
        - Economic Development
        - City & County Government
        - Local Employers
        - County Child Care Licensor
        - Philanthropy
        - Public Health
        - Community Leaders
        - Parents
        - Public & Private Schools- Administration/Early Childhood
        - Faith Community
        - Social Group Leaders
        - Chamber of Commerce
        - Diversity
- Develop a plan for inviting core team members to participate
- Set meeting dates for Meetings 1-4

Meeting 1 (2 hours)

- Initial meeting of the core team
- FCF shares data/research around the need for child care in the area
- Orientation on basics of child care businesses

- Group brainstorms existing assets in the community that will be useful in developing solutions to the child care shortage
- Revisit if anyone else needs to be invited to participate
- Core team asked to gathered info before next meeting

Meeting 2 (2 hours)

- Recap of meeting 1
- Finish brainstorming from session 1 if necessary
- Prioritize and narrow down potential solutions
- Develop SMART goals for each solution & begin writing action steps
- If SMART goals are not completed during the meeting, groups are asked to finish before meeting 3 (or a portion of meeting 3 is used for this purpose)

Meeting 3 (2 hours)

- Continue creating action steps for the SMART goals (work time in project groups)
- Updates on each SMART goal progress provided by project leaders
- Other business & sharing
- Child Care Strategic Supply Plan – the written document
- Establish monthly meeting schedule

Meeting 4 (2 hours)

- Finish up anything not completed at meeting 3
- Sharing of progress on SMART goals
- Project groups work time (can occur outside of this meeting as well depending upon what the core team decides)
- The role of FCF moving forward

Meeting 5 & Future Meetings (2 hours or less)

- Led by core team lead; FCF Business Development Specialist attends as a resource
- Sharing of progress on SMART goals
- Other business
- Project groups work time (can occur outside of this meeting as well depending upon what the core team decides)

First Children's Finance

MEMORANDUM OF AGREEMENT

This AGREEMENT is made and entered into by and between First Children's Finance, a national nonprofit corporation; and **Pine County**.

All parties wish to enter an independent contractor relationship for their mutual benefit and to set forth the terms of that relationship in writing.

First Children's Finance agrees to provide consulting services as outlined below.

SERVICES TO BE PERFORMED

- Child Care Strategic Supply Plan (SSP)

First Children's Finance will provide selected consulting services at no cost to **Pine County**. First Children's Finance's funding partners including the East Central Regional Development Commission, the Initiative Foundation, and MN Department of Human Services have provided financial support to deliver the consulting services outlined in this agreement.

COMMUNITY RESPONSIBILITIES

Pine County is agreeing to participate fully in the activities outlined in this agreement. Lezlie Sauter will serve as the Core Team Lead on this project until an official Core Team Lead is established.

In order to provide the products and services outlined above, we will need to request relevant community information from you. **Pine County** agrees to collect and send requested information within 5 business days of the request.

In the event you need to reschedule a meeting please try to let First Children's Finance staff know at least 24 hours in advance. **Pine County** and First Children's Finance staff agree to make every effort to be prepared and on time to all scheduled appointments.

DATA AND EVALUATION

First Children's Finance's funding partners have provided financial support that allows First Children's Finance to provide the consulting services outlined in this agreement at no cost to **Pine County**. These services are valued at ($10,500). Since the community consulting services that First Children's Finance is providing are at no monetary cost to **Pine County**, we acknowledge that data is a form of currency or exchange.

CONFIDENTIALITY

First Children's Finance understands the work is of a confidential nature and any information First Children's Finance has access to because of this Agreement may contain confidential information. First Children's Finance agrees to hold that information in confidence, discussing it only with the appropriate First Children's Finance staff; funders and the **Pine County** and board (if it applies). Your information will be shared on a community level or aggregated with other communities for benchmarking, information, and as a performance measurement tool.

LIMITED RIGHT TO USE

First Children's Finance owns the title, copyright, and other intellectual properties in any reports or tools provided. First Children's Finance grants the community perpetual, nonexclusive, non-transferable permission to use the reports or tools provided. All parties agree to retain First Children's Finance's copyright, trademark, and other proprietary rights notices on any copies of the reports or tools provided, including partial copies.

AGREEMENT TERM AND TERMINATION

This agreement shall be effective as of 7/18/2022 , and shall continue through 6/30/2023. This Agreement may be extended beyond the term end date by the mutual agreement of all parties; which may incur additional fees. This Agreement may be terminated by any party providing ten (10) days written notice to the others.

INDEPENDENT CONTRACTOR

First Children's Finance will furnish business & community consulting services as an independent contractor and not as an employee of the Funder(s) or the **Pine County.**

HOLD HARMLESS

Pine County and First Children's Finance agree to hold the other harmless from and against all responsibility and liability for all damage or injury of any kind or nature to all persons, whether employees or otherwise, and to all property, relating to or resulting from this Agreement.

CONTACTS

Questions or concerns regarding this agreement and/or the work of First Children's Finance described in this agreement may be directed to: Candace Cegla, Business Development Specialist, phone: 320-288-2698 email: candacec@firstchildrensfinance.org.

Questions or concerns regarding **Pine County** in this project may be directed to: Lezlie Sauter, phone: 320-591-0019, email: Lezlie.Sauter@co.pine.mn.us.

This instrument constitutes the entire agreement between First Children's Finance and **Pine County**. This agreement may be modified in writing by mutual consent of the contracted parties.

Please sign below that you have read this agreement and represent **Pine County** commitment to this agreement.

Signature: _____
Date: _____
Printed Name: _____
Title: _____
Business: _____

Signature: Candace Cegla
Date: 7/18/2022
Printed Name: Candace Cegla
Title: Business Development Specialist
First Children's Finance

PINE COUNTY
MINNESOTA

AGENDA REQUEST FORM

Date of Meeting: **August 2, 2022**

☒ **County Board**
☒ **Consent Agenda**
☐ **Regular Agenda** **5 mins.___ 10 mins.___ 15 mins.___ Other___**

☐ **Personnel Committee**

☐ **Other _____**

Agenda Item: **Rock Lake Monitoring JPA**

Department: **Planning & Zoning**

___ *Caleb Anderson* _____
Department Head signature

Background information on Item:

The Minnesota Pollution Control Agency (MPCA) collects surface water quality from lakes and rivers on a 10-year cycle. This is frequently done with assistance from local partners (counties, SWCDs). Rock Creek and Rock Lake are now slated for data collection. MPCA has provided a Joint Powers Agreement (JPA) in order to work with Pine County Zoning Department staff to collect samples from tributaries to Rock Lake. The data will be used by the MPCA to conduct a Total Maximum Daily Load study for the lake.

Action Requested:

Authorize County Board Chair, Steve Hallan, to sign a JPA with MPCA for water quality testing of Rock Lake tributaries. The document will be emailed to Mr. Hallan via Docusign.

Financial Impact:

All laboratory analyses and shipping of samples will be reimbursed by MPCA. County staff time will be provided in-kind under the agreement and is covered within the existing Planning and Zoning Department budget.

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

Project Workplan

SWIFT Contract number: 215570
Agency Interest ID: 192505
Activity ID: PRO20220001

Project title: Pine County Rock Lake SWA Monitoring

1. Project summary:

Organization: Pine County
Contractor contact name: Caleb Anderson
Title: Land & Resource Manager
Address: 635 Northridge Drive NW
Pine City, MN 55063
Phone: 320-591-1657
Email: caleb.anderson@co.pine.mn.us

Minnesota Pollution Control Agency (MPCA) contact:

MPCA project manager: Eric Alms
Title: Environmental Specialist
Address: 520 Lafayette Road N
St. Paul, MN 55101
Phone: 651-757-2589
Email: Eric.alms@state.mn.us

Project information

Start date: 08/01/2022 **End date:** 12/31/2025

Brief project summary:

Pine County will develop a subwatershed assessment (SWA) for Rock Lake and its tributaries with the goal to better understand the hydrology of Rock Lake, tributaries, and downstream waters. Physical monitoring of tributaries will provide Pine County technicians with data to identify surface runoff patterns and delineate environmentally sensitive areas in the Rock Lake watershed. Water quality and quantity monitoring associated with this project will take place over three years (August 2022 through October 2025). Project deliverables will consist of monitoring activities that include collecting surface water chemistry and geochemistry samples, sample analysis by RMB laboratories, and flow monitoring (where appropriate) from Rock Lake and its tributaries.

The MPCA will provide funding for analytical services, including courier services, as part of this contract and workplan. Project deliverables will consist of collecting, analyzing, and reporting surface water quality monitoring data collected as part of the Rock Lake SWA. Surface water quality monitoring results will be submitted to the Environmental Quality Information System (EQuIS) database.

2. Workplan detail

Objective 1: Surface Water Quality Monitoring

Task A: Surface Water Quality Monitoring: Pine County will monitor surface water quality for analytical water chemistry and geochemistry parameters. Pine County will contract with RMB laboratories or other approved laboratory for analytical services and reporting.

Subtask 1: Monitor for water chemistry parameters in Rock Lake tributaries and Rock Lake in August, September, and October of 2022 and during the monitoring seasons of 2023, 2024, and 2025 monitoring seasons (March through October), in support of SWA development. Approximately 75 samples will be taken for various analytes that are agreed upon by both parties.

Subtask 2: Submit monitoring samples to RMB laboratories, or other approved laboratory, for analytical chemistry services.

Subtask 3: Submit monitoring results to the EQUIS database on an annual basis (By December 31st of each year of the project)

Objective 1 Deliverables: Submitted monitoring results to EQUIS

3. Project budget

Laboratory analyses	$10,000.00
Total obligation will not exceed:	$10,000.00

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North
St. Paul, MN 55155-4194

State of Minnesota
Joint Powers Agreement

SWIFT Contract #: 215570
Agency Interest ID: 192505
Activity ID: PRO20220001

This Agreement is between the State of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155 ("State" or "MPCA") and **Pine County**, 635 Northridge Drive NW, Pine City, MN 55063 ("Governmental Unit").

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of **Pine County Rock Lake Subwatershed Assessment Monitoring.**

Agreement

1. **Term of Agreement**
   1.1 Effective Date: **August 1, 2022,** or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
   1.2 Expiration Date: **December 31, 2025,** or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. **Agreement between the Parties**
   Governmental Unit shall perform the professional or technical services described in **Attachment A**, which is attached and incorporated into this Agreement.

3. **Consideration and Payment**
   3.1 **Consideration**. The State will pay for all services performed by Governmental Unit under this Agreement in accordance with costs as set forth in **Attachment A**.

   3.2 **Total obligation**. The total obligation of the State under this Agreement will not exceed **$10,000.00 (Ten Thousand Dollars and Zero Cents).**

   3.3 **Payment**
   (a) Invoices. The State will promptly pay Governmental Unit after the Governmental Unit presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: Monthly or at least quarterly

   Invoices must include:
   - Project Manager
   - Agreement Amount
   - Agreement Amount available to date

- Invoice Number
- Invoice Date
- MPCA Authorized Representative/Project Manager
- SWIFT Contract Number
- Invoicing Period (actual working period)
- Itemized list of all work performed

Invoices must be submitted electronically to: mpca.ap@state.mn.us. If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

3.4 **Reporting requirements**. The Governmental Unit shall submit to the State for review and approval semi-annual reports in a format prescribed by the State. Semi-Annual Reports shall be due to the State each February 1 and August 1 during the life of the Agreement. The January 1-June 30 reporting period will be addressed in the August 1 report; the July1-December 31 reporting period will be addressed in the February 1 report. **Payments shall be withheld if reporting requirements have not been met.**

4. **Authorized Representatives**

The State's Authorized Representative is **Eric Alms**, 520 Lafayette Road, St. Paul, MN 55155, 651-757-2589, eric.alms@state.mn.us, or their successor.

The Governmental Unit's Authorized Representative is **Caleb Anderson**, 635 Northridge Drive NW, Pine City, MN 55063, 320-591-1657, caleb.anderson@co.pine.mn.us, or their successor.

5. **Clean Water Funding**

5.1 **Legacy Logo**

Minn. Stat. § 114D.50 subd. 4 (f) states: "When practicable, a direct recipient of an appropriation from the clean Water fund shall prominently display on the recipient's Web site home page the legacy logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the legacy logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Web site required under section 3.303, subdivision 10.

Clean Water Land and Legacy Amendment Logo Usage Guidelines:
http://www.legacy.leg.mn/sites/default/files/resources/Legacy_Logo_Guidelines.pdf

Download the Legacy Logo: http://www.legacy.leg.mn/legacy-logo/legacy-logo-download

5.2 **Reporting FTEs**

Minn. Stat. §3.303, Subd. 10 (2)(vi) requires that information provided on the Legislative Coordinating Commission's Legacy Fund website must include specific information on all projects receiving funding: "(vi) the number of full-time equivalents funded under the project. For the purposes of this item, "full-time equivalent" means a position directly attributed to the receipt of money from one or more of the funds covered under this section, calculated as the total number of hours planned for the position divided by 2,088."

6. **Assignment, Amendments, Waiver, and Contract Complete.**

6.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

6.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

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

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

7. **Indemnification.**

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

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

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

7.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

8. **State Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

9. **Government Data Practices.**

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

DRAFT

10. **Venue**

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

11. **Termination**

11.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

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

DRAFT

AGENDA REQUEST FORM

Date of Meeting: **August 2, 2022**

☒ **County Board**
- ☐ **Consent Agenda**
- ☒ **Regular Agenda** 5 mins.___ 10 mins.___ 15 mins.___ Other___

☐ **Personnel Committee**

☐ **Other** _____

Agenda Item: **2023 Budget**

Department: **Auditor-Treasurer**

Kelly M Schon

Department Head signature

Background information on Item:

Department heads have been working on their 2023 budget proposals over the course of the last several months. These budget proposals have been compiled and a presentation of the overall 2023 County Budget outlook will be given.

An individual review of the Auditor-Treasurer budgets will be given as follows:
General Fund, Department 041 – Auditor Treasurer
General Fund, Department 063 – Truth in Taxation
General Fund, Department 074 – Aquatic Invasive Species
General Fund, Department 101 – Recorder
General Fund, Department 105 – Assessor
General Fund, Department 107 – Planning & Zoning
General Fund, Department 392 – Solid Waste
General Fund, Department 801 – Non Departmental
Fund 22 – Land
Funds 39, 40, 41 – Debt Service
Fund 44 – Elections

Action Requested:

None – Informational Purposes Only

UNAPPROVED

Pine County Housing & Redevelopment / Economic Development Authority

Regular Meeting Minutes – July 27, 2022 1:00 PM

North Pine Government Center - 1602 Hwy 23 No., Sandstone, Minnesota

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

Members absent: None

Others present: HRA/EDA Executive Director/County Administrator David Minke, President of SMR Management, Inc. Joleen Pfau, County Commissioner Matt Ludwig, Economic Development Coordinator Lezlie Sauter

1. Chair Sloan called the meeting to order at 1:00 pm.
2. The pledge of allegiance was said.
3. No public comments were received.
4. *Motion by Gahler to approve the agenda with the addition of item 7.3 – Operating Cost Adjustment Factor worksheet, seconded by Fischer. Motion carried 5-0.*
5. *Motion by Fischer, seconded by Jackson to approve minutes of the June 22, 2022 board meeting. Motion carried 5-0.*
6. There was no correspondence.
7. Operational Reports (SMR Management)
   - 7.1 The management notes included in the packet from SMR Management was reviewed by the board members. HUD has approved the management and executive director changes, and the ownership. Units are fully occupied.
   - 7.2 The financial report from SMR Management was presented by SMR Management and reviewed by the board members.
     - *Motion by Fischer, seconded by Oswald to authorize Kelly Schroeder to move funds from CD's that mature in the operating fund into the investment account. Motion carried 5-0.*
     - *Motion by Gahler, seconded by Jackson to move the funds from Members Cooperative Credit union to the Investment Account. Motion carried 5-0.*
     - *Motion by Oswald, seconded by Gahler to approve the gutter proposal from Beaver Roofing for both the Finlayson and Sandstone manors. Motion carried 5-0.*
   - 7.3 The Operating Cost Adjustment (OCAF) Worksheet was presented by SMR Management indicating a 3.2% increase to rents. *Motion by Jackson, seconded by Oswald to approve the OCAF Worksheet as presented. Motion carried 5-0.*
8. 2nd Quarter Investment Report was included in the packet and reviewed by the board.
9. Lezlie Sauter gave a presentation on Short-Term Rentals.
10. Committee Reports
    - 10.1 Facility Management (Jackson, Gahler, Pfau)
    - 10.2 Board Policies (Sloan, Fischer, Minke) No report.
    - 10.3 Housing and Development Projects (Oswald, Fischer, Sauter) Sauter presented her development project update.
11. Member Reports / Updates
12. Adjourn *Motion to adjourn by Gahler, seconded by Jackson. Motion passed 5-0. Meeting adjourned at 2:26 pm*.

Next Regular Meeting, August 24, 2022 - 1:00 pm, North Pine Government Center, Sandstone, Minnesota.

ATTEST:

David J. Minke Executive Director	Mary Kay Sloan Board Chair

PINE COUNTY
MINNESOTA

PINE COUNTY

Administrator's Office
635 Northridge Drive NW
Suite 200
Pine City, MN 55063

Commissioners
Steve Hallan • District 1
Josh Mohr • District 2
Terry Lovgren • District 3
JJ Waldhalm • District 4
Matt Ludwig • District 5

County Administrator
David J. Minke

August 2, 2022

Office of Broadband Development
Minnesota Department of Employment & Economic
Development 332 Minnesota Street, Suite E200
Saint Paul, Minnesota 55101

RE: Border-to-Border Broadband Development Grant

Pine County would like to express support for Frontier Communications' application to the Office of Broadband Development's Border-to-Border Broadband Development grant program. Frontier Communications is proposing to build out a Fiber-To-The-Premises (FTTP) broadband network that would provide high-speed internet service at competitive prices. The proposed project by Frontier Communications would provide access to broadband speeds that exceed the State of Minnesota's download and upload goals for 2022 and 2026, in areas currently considered unserved or underserved by the Office of Broadband Development.

The COVID-19 pandemic has highlighted the importance of addressing the "digital divide" that exists for residents and businesses that lack access to high-speed internet. Broadband access that allows for e- commerce, distance learning, remote work, and telehealth activities is no longer a want; instead, it is now a need. Frontier Communications proposed symmetrical 2 gigabyte fiber broadband project would ensure residents and businesses within the project area have access to internet technology that is future-proof and able meet the ever-increasing broadband speed requirements of modern society.

In conclusion, Pine County supports Frontier Communications' application to the Border-to-Border Broadband Development grant program. Frontier Communications' proposed project in Pine County would provide residents and businesses with access to internet speeds that allow them to fully participate in today's digital economy. Access to high-speed internet is essential for continued economic development in Pine County, and to improve the quality of life of residents who lack access to this vital technology.

Sincerely,

David J. Minke
County Administrator