



## **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, September 5, 2023, 10:00 a.m.**

**Courthouse Board Room  
635 Northridge Drive NW  
Pine City, Minnesota**

*Click the link on the county website ([www.co.pine.mn.us](http://www.co.pine.mn.us)) for more information and to watch a live stream broadcast of the meeting. Click [here](#) to request to participate in public forum prior to 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
  - August 15, 2023 county board Minutes and Summary for publication
  - August 22, 2023 Special Meeting-Committee of the Whole (Budget)
  - August 29, 2023 Special Meeting-Committee of the Whole (Budget)
- F) Minutes of Boards, Reports and Correspondence
  - Pine County Surveyor's Monthly Report – August, 2023
- 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. Donations**

Accept the following donation:

- A. \$100 donation from the McColl Family designated to the Pine County Sheriff's Office K-9 program; the donation will help offset expenditures for the K-9 program.
- B. \$121.75 donation from the Sandstone Women's Golf League designated to the Veterans Outreach Fund.
- C. \$50 donation from Mary Pogo to the Veterans Outreach Fund, in honor of Wayne Oak.
- D. 20 movie passes from Grand Cinema to be used as the agency deems appropriate.
- E. \$500 donation from the Sturgeon Lake Area Lions designated to go toward offsetting the costs of hosting the Pine County Operation Community Connect.

2. **Contracts / Agreements / Grants**

Consider the following, and authorize board chair and county administrator to sign:

- A. Approve the Assessment Agreement with Mission Creek Township for assessment years 2024 and 2025. This contract assists in offsetting the cost of providing this service.
- B. Ratify the \$10,000 contract agreement with the Minnesota Department of Veterans Affairs. The contract would be in effect from July 1, 2023 to June 30, 2024. This grant can be used to provide outreach to the county's veterans, assist in the reintegration of combat vets into society, reduce homelessness among veterans, collaborate with other agencies to provide enhanced operations to veterans, or enhance the operations of the county veterans services office.

3. **New Hire**

Consider approval of the hiring of:

- A. Highway Mechanic Jeremy Lemmons, effective September 11, 2023, \$22.16 per hour, Grade 7, Step 1, contingent upon successful background check.

4. **Training**

Consider approval of the following:

- A. Commissioner Terry Lovgren to attend the State Community Health Services Advisory Committee (SCHSAC) Retreat, September 28-29, 2023 in Willmar, Minnesota. The State of Minnesota will cover the lodging and mileage expense.
- B. Health Educator Hailey Freedlund to attend the Statewide Health Improvement Partnership (SHIP) Annual conference, September 19-21, 2023 in Rochester, Minnesota. Meals: \$40; all other costs are covered by the SHIP program through the Minnesota Department of Health. Meal costs are budgeted for in the 2023 Public Health budget.
- C. Senior Agent Michelle Sellner and Senior Agent Jami Tuve Anderson to facilitate Decision Points Cognitive Skills training, November 1-3, 2023, in West St. Paul, Minnesota. Training: \$0; Lodging \$200 for two nights, double occupancy; Per diem: \$264. Funds are available in the 2023 Probation budget.
- D. Commissioner Terry Lovgren to attend the Leading on Purpose with Professional Development Academy, October 16 – December 15, 2023. Commissioner Lovgren has received a scholarship which will cover the cost of registration.

**REGULAR**

1. **Cannabis Ordinance – Public Hearing (to be heard at 10:00 a.m. or as soon thereafter as practicable)**

- A. Presentation by staff
- 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 Ordinance 2023-40 regulating the use of cannabis and cannabis derived products in public places and authorize Board Chair and County Administrator to sign.

**2. Health & Human Services Advisory Committee (Minutes attached)**

The Health & Human Services Advisory Committee met August 17, 2023. It was the consensus of the committee to encourage continued support of mental health awareness for legislators. Other items are informational only.

**3. Operation Community Connect Update**

**4. Essentia Health Fiscal Year 2023 Report**

Presentation by Essentia Health-Sandstone EMS Manager Mitch Johnson and EMS Supervisor Allen (AJ) Skochenski.

**5. Snake River Watershed Update**

**6. Commissioner Updates**

Mille Lacs Band of Ojibwe meeting  
Snake River Watershed Management Board  
Snake River Policy Committee-1W1P  
Land and Zoning Advisory Committee  
Lower St. Croix Watershed Partnership  
Cancelled: Technology Committee  
Cancelled: NLX  
Housing Redevelopment Authority/Economic Development Authority (HRA/EDA)  
Schools-County-PTCC meeting  
Other

**7. Other**

**8. Upcoming Meetings (Subject to Change)**

- A. Pine County Board Meeting, Tuesday, September 5, 2023, 10:00 a.m., Board Room, Courthouse, 635 Northridge Drive NW, Pine City, Minnesota
- B. Central Minnesota Jobs and Training Service, Friday, September 8, 2023, 12:15 p.m., CareerForce Monticello, 406 East 7<sup>th</sup> Street, Monticello, Minnesota
- C. East Central Solid Waste Commission, Monday, September 11, 2023, 9:00 a.m., 1756 180<sup>th</sup> Avenue, Mora, Minnesota
- D. Personnel Committee, Monday, September 11, 2023, 9:00 a.m., Commissioner Conference Room, Courthouse, Pine City, Minnesota
- E. East Central Regional Library, Monday, September 11, 2023, 9:30 a.m., 111 Dellwood Street, Cambridge, Minnesota
- F. Labor Negotiations, Monday, September 11, 2023, 10:30 a.m., Board Room, Courthouse, Pine City, Minnesota
- G. AMC Fall Policy Conference, September 13-15, 2023, Alexandria, Minnesota.
- H. Soil & Water Conservation District, Wednesday, September 13, 2023, 3:00 p.m., 1602 Hwy 23 No., Sandstone, Minnesota
- I. Kettle River Policy Committee, Thursday, September 14, 2023, 9:00 a.m.
- J. State Community Health Services Advisory Executive Committee (SCHSAC), Thursday, September 14, 2023, 9:30 a.m., virtual
- K. Extension Committee, Thursday, September 14, 2023, 3:30 p.m., Rocky C Ranch, 41488 Rocky C Road, Sandstone, Minnesota
- L. Chemical Health Coalition, Thursday, September 14, 2023, 4:00 p.m., virtual
- M. Labor Negotiations, Monday, September 18, 2023, 8 a.m., Board Room, Courthouse, Pine City, Minnesota

- N. Lakes & Pines Full Board, Monday, September 18, 2023, 10:00 a.m., 1700 Maple Avenue E, Mora, Minnesota
- O. ARPA – Funded Youth Development Project, Monday, September 18, 2023, 1:00 p.m., Board Room, Courthouse, Pine City, Minnesota
- P. Pine County Board Meeting, Tuesday, September 19, 2023, 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota

**9. Adjourn**

**MINUTES  
OF THE  
PINE COUNTY BOARD MEETING  
Regular Meeting  
Tuesday, August 15, 2023 - 10:00 a.m.  
North Pine Government Center  
1602 Hwy 23 No., Sandstone, Minnesota**

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

Commissioners JJ Waldhalm and Matt Ludwig were present, in person. Due to a personal commitment, Chair Steve Hallan joined the meeting via interactive technology, pursuant to Minnesota Statute 13D.02; Chair Hallan was seen and heard at the meeting via electronic means at a location open and accessible to the public, and participated from 21007 St. Croix Road, Pine City, Minnesota. Also present were County Administrator David Minke and County Attorney Reese Frederickson. Commissioner Josh Mohr was absent (excused).

The meeting was live streamed on YouTube.

The Pledge of Allegiance was said.

Vice Chair Lovgren called for public comment. There was no public comment.

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

**Motion** by Commissioner Waldhalm to approve the Minutes of the August 1, 2023 County Board Meeting and Summary for publication. Second by Commissioner Ludwig. A Roll Call vote was called by Vice Chair Lovgren: District 3-Vice Chair Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye. Motion carried 4-0.

Minutes of Boards, Committees and Correspondence

Pine City Annual Disclosure of Tax Increment Districts for the Year Ended December 31, 2022  
Sandstone Annual Disclosure of Tax Increment Districts for the Year Ended December 31, 2022  
Pine County Zoning Board Minutes – June 23, 2023

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

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

## **CONSENT AGENDA**

### 1. **Approve July, 2023 Cash Balance**

<b>Fund</b>	<b>July 31, 2022</b>	<b>July 31, 2023</b>	<b>Increase/Decrease</b>
General Fund	6,668,937	6,600,242	(68,695)
Health and Human Services Fund	2,780,567	3,900,505	1,119,938
Road and Bridge Fund	8,551,748	8,530,677	(21,071)
Opioid Settlement	0	222,900	222,900
COVID Relief	4,694,479	2,572,692	(2,121,787)
Land	2,109,314	1,970,954	(138,361)
Self Insurance	136,274	1,015,471	879,197
TOTAL (inc non-major funds)	28,540,623	29,160,995	620,372

### 2. **July Disbursements/Claims Over \$2,000**

Approve the July 2023 disbursements including the individual listing of claims over \$2,000 and 508 claims under \$2,000 or not needing approval totaling \$713,009.77, as follows:

Advanced Correctional Healthcare, Inc, 30,867.81; Ain Dah Yung Center, 7,520.00; AMAZON CAPITAL SERVICES, 5,276.21; Aml Cleaning Service, Inc, 4,000.00; Anoka Co Juv Ctr Main Res, 23,308.08; Anoka Co Juv Ctr-Shelter & Dia, 9,163.74; Beaudry Oil & Propane, 41,575.95; BLUE CROSS & BLUE SHIELD OF MINNESOTA, 218,825.10; C & T CONTRACTING, 16,840.00; Canon Financial Services, Inc, 2,066.26; Cavallin Inc, 5,125.54; CENTRAL PINE LUMBER CO, 47,492.48; Childrens Dental Services, 2,097.60; City Of Hinckley, 25,000.00; CLOQUET RIVERSIDE RECYCLING, INC, 10,162.50; DC GARAGE DOORS LLC, 12,500.00; DECKER/ROBERT & JENNIFER, 3,496.32; Department Of Natural Resources, 16,800.00; Dhs Maps Ccdtf, 2,532.96; Dhs Maps Mmis Cd Maxis 998, 22,598.74; DHS State Operated Services, 40,674.85; DIAMOND VOGEL, 4,952.00; Duluth Superior Communications, 2,231.29; East Central Energy Of Braham, 25,040.07; EAST CENTRAL REGIONAL LIBRARY, 177,850.50; East Central Solid Waste Comm, 4,750.84; Ecolab Food Safety Specialties, 2,101.56; Eide Auto Center Inc, 46,443.60; ERICKSON ENGINEERING CO LLC, 15,648.00; ESSENTIA HEALTH, 3,270.50; EVERGREEN RECYCLING LLC, 2,391.75; Family Alternatives, 7,916.40; Family Pathways - North Branch, 3,320.00; Grasston Excavating & Landscape LLC, 15,525.00; GUARDIAN 9,908.62; Hennepin County Dept of Accts Receivable, 2,252.13; INNOVATIVE OFFICE SOLUTIONS LLC, 2,322.38; Kanabec Co Family Serv Dept, 2,741.76; KNOWBE4 INC, 6,558.00; KRONOS SAASHR INC, 2,709.54; L&O INVESTMENTS LLC, 15,775.00; Lakes & Pines Comm Act Council, 37,350.00; Lakes Gas #41, 13,333.71; LETOURNEAU/PHILLIP & SAMANTHA, 3,644.64; Lutheran Social Service St Paul, 5,127.15; MADISON NATIONAL LIFE INS CO INC, 4,432.56; MATTHEW BENDER & CO INC, 2,195.04; MEDICAREBLUE RX, 6,493.50; MIKE'S SANITATION AND ROLL-OFF SERVICE, 3,673.80; MINNESOTA ENERGY RESOURCES CORP, 5,529.75; MINNESOTA POWER, 4,857.12; Minnesota Unemployment Ins, 10,924.54; MN COUNTIES COMPUTER COOP, 62,338.59; Mn Life Insurance Company, 4,583.70; Mohr Parts & Supplies, 2,511.13; Nexus-Kindred Family Healing, 8,490.80; North Homes Inc, 9,242.34; NORTHERN SALT INC, 86,208.46; Phase Inc (Pc Dac) Dac, 2,330.40; Port Group Home, 5,666.27; PROJECT

LIVESAVER - Cardmember Services, 2,102.54; Purchase Power, 4,035.00; Regents Of The U Of Mn, 31,601.68; Reliance Systems, 4,000.00; RIDGEWAY & ASSOCIATES, 9,796.00; Ron's Roll-Off Service, 2,000.00; Rydberg & Sons, Inc., 78,653.50; SEH INC, 13,123.66; Sue's Bus Service Inc, 5,740.80; SUMMIT FOOD SERVICE MANAGEMENT LLC, 23,902.60; Swanson Funeral Chapel Inc, 3,056.00; TEAMSTERS JOINT COUNCIL 32, 4,428.00; TYLER TECHNOLOGIES INC, 9,987.00; Verizon Wireless, 10,652.80; West Group, 3,600.83; ZIEGLER INC, 3,590.43

3. **Applications**

Approve the following applications and authorize Board Chair and County Auditor-Treasurer to sign:

A. **On Sale, Off Sale & Sunday Liquor License**

Wild Horse Tavern – Kerrick Township

B. **Tobacco License**

Bruno Deep Rock, LLC – City of Askov (6335 Kobmagergade St, Askov)

4. **Septic Fix-Up Special Assessment**

Approve Resolution 2023-42, extending a special assessment to Brandon Pankey, PID 28.0450.000, \$21,950, and Samantha Kubesh and Jacob Scherer, PID 43.0518.000, \$19,500. Authorize Board Chair and County Administrator to sign.

5. **Commissioner Claim Forms**

Approve commissioners' expense claim forms.

6. **Contracts / Agreements**

Approve the following and authorize Board Chair and County Administrator to sign:

A. Memorandum of Agreement Between Pine County through its Environmental Services Department and Carlton County through its Zoning and Environmental Services Department for Septic System Review and Design. This MOA will enable Pine County to contract advanced septic system review and permitting through Carlton County Environmental Services Department. Work will be billed by Carlton County at \$100 per hour. It is anticipated that application fees will cover the cost of the work.

7. **New Hires**

Approve the hiring of the following:

- A. Health & Human Services Office Support Specialists Lola Nisley and Roxanne Guthrie, effective August 21, 2023, \$17.98 per hour, Grade 2, Step 3.
- B. Health & Human Services Eligibility Worker Amanda Houska, effective August 22, 2023, contingent upon successful background check, \$21.81 per hour, Grade 6, Step 2.
- C. Highway Mechanic Dan Slade, effective August 21, 2023, contingent upon successful background check, \$22.16 per hour, Grade 7, Step 1.

8. **Training**

Approve the following training:

- A. Social Services Supervisor Patrick Meacham to attend the MN County Supervisors Conference, September 10-13, 2023, at Breezy Point. Registration: \$75, Lodging: \$630, Travel: \$150. Total Cost: \$855.

## **REGULAR AGENDA**

### **1. Personnel Committee Report**

Commissioner Ludwig stated the Personnel Committee met Monday, August 7, 2023. The Personnel Committee made the following recommendations:

#### **Administration**

- A. Add Section 21.2.6 to the county policy manual to prohibit the use of all forms of cannabis at county facilities including office buildings and grounds, public works buildings and maintenance shops and grounds, recycling/solid waste sites and all similar county operated grounds and buildings.

**Motion** by Commissioner Ludwig to approve the Personnel Committee recommendation.

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

### **2. 2024 Budget Discussion – Auditor/Treasurer Kelly Schroeder**

#### **A. 2024 Preliminary Budget**

Auditor-Treasurer Kelly Schroeder presented the 2024 Preliminary Budget and provided an overview of revenue and expenses based on the initial department requests and legislative changes. Based on the initial revenue projections and department requests, the gap is currently \$1,196,127. To close this gap with no other changes would require a 5.6% levy increase to balance the 2024 budget.

#### **B. Preliminary Departmental Budget Request**

Auditor-Treasurer Kelly Schroeder presented the following budget requests:

- General Fund, Department 041 - Auditor/Treasurer
- General Fund, Department 063 - Truth In Taxation (TNT)
- 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
- 2015A G.O. Jail Bonds, 2021 G.O. Courthouse Bonds, 2017A G.O. CIP Bonds
- Fund 44 - Elections

### **3. Commissioner Updates**

Cancelled: Facilities Committee

Labor Negotiations: Commissioner Ludwig stated negotiations continue.

Soil & Water Conservation District: Commissioner Waldhalm stated the Pheasants Forever Wildlife Biologist was introduced to the board. Chair Hallan stated an event will be held at the Hinze Farm in Pine City on August 17, 2023, demonstrating some of the projects that have been implemented there as a direct result of the Lower St. Croix Watershed Partnership.

Kettle River 1W1P Policy Committee: Commissioner Ludwig stated the Committee is reviewing priorities to establish goals and governance.

Law Library: Commissioner Mohr not present to give update.



East Central Solid Waste Commission: Chair Hallan stated permitting for the new cell is moving forward. Several pieces of equipment were struck by lightning during a recent storm.

East Central Regional Library: Vice Chair Lovgren stated the budget was approved, with a 3.94% increase for Pine County; Pine County's share will be \$369,600 above the statutory amount. The Sandstone Library will be opening September 15<sup>th</sup> at its new location.

Other:

- i. Vice Chair Lovgren attended a recent RISE meeting. Probation Director Terry Fawcett gave a presentation on the work the probation and county attorney's office have been doing together.
- ii. Vice Chair Lovgren attended a Juvenile Detention Alternatives Initiative (JDAI) meeting. Transferring the justice to the Metro State Education. We may be able to get more grants.
- iii. Vice Chair Lovgren attended a two-day seminar in Duluth hosted by the Central Minnesota Jobs and Training Service, learning how we can work better. Discussion on staffing.

4. **Upcoming Meetings**

Upcoming meetings were reviewed.

5. **Adjourn**

With no further business, Vice Chair Lovgren adjourned the meeting at 11:50 a.m. The next regular meeting of the county board is scheduled for Tuesday, September 5, 2023 at 10:00 a.m., Board Room, Courthouse, 635 Northridge Drive NW, Pine City, Minnesota.

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Stephen M. Hallan, Chair  
Terry Lovgren, Vice Chair  
Pine County Board of Commissioners

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

**SUMMARY  
OF  
MINUTES  
OF THE  
PINE COUNTY BOARD MEETING  
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North Pine Government Center  
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The meeting was live streamed on YouTube.

The Pledge of Allegiance was said.

Vice Chair Lovgren called for public comment. There was no public comment.

**Motion** by Chair Hallan to adopt the Agenda. Second by Commissioner Ludwig. A Roll Call vote was called by Vice Chair Lovgren. Motion carried 4-0.

**Motion** by Commissioner Waldhalm to approve the Minutes of the August 1, 2023 County Board Meeting and Summary for publication. Second by Commissioner Ludwig. A Roll Call vote was called by Vice Chair Lovgren. Motion carried 4-0.

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

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

<b>Fund</b>	<b>July 31, 2022</b>	<b>July 31, 2023</b>	<b>Increase/Decrease</b>
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Approve the following applications:

On Sale, Off Sale & Sunday Liquor License: Wild Horse Tavern – Kerrick Township

Tobacco License: Bruno Deep Rock, LLC – City of Askov (6335 Kobmagergade St, Askov)

Approve Resolution 2023-42, extending a special assessment to Brandon Pankey, PID 28.0450.000, \$21,950, and Samantha Kubesh and Jacob Scherer, PID 43.0518.000, \$19,500.

Approve commissioners' expense claim forms.

Approve the Memorandum of Agreement Between Pine County and Carlton County for advanced septic system review and permitting. Work will be billed by Carlton County at \$100 per hour. It is anticipated that application fees will cover the cost of the work.

Approve hiring the following:

- A. Health & Human Services Office Support Specialists Lola Nisley and Roxanne Guthrie, effective August 21, 2023, \$17.98 per hour, Grade 2, Step 3.
- B. Health & Human Services Eligibility Worker Amanda Houska, effective August 22, 2023, contingent upon successful background check, \$21.81 per hour, Grade 6, Step 2.
- C. Highway Mechanic Dan Slade, effective August 21, 2023, contingent upon successful background check, \$22.16 per hour, Grade 7, Step 1.

Approve Social Services Supervisor Patrick Meacham to attend the MN County Supervisors Conference. Total Cost: \$855.

#### Personnel Committee Report

Commissioner Ludwig stated the Personnel Committee met Monday, August 7, 2023 and made the following recommendation:

##### Administration

- A. Add Section 21.2.6 to the county policy manual to prohibit the use of all forms of cannabis at county facilities including office buildings and grounds, public works buildings and maintenance shops and grounds, recycling/solid waste sites and all similar county operated grounds and buildings.

**Motion** by Commissioner Ludwig to approve the Personnel Committee recommendation.

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

#### 2024 Budget Discussion – Auditor/Treasurer Kelly Schroeder

##### A. 2024 Preliminary Budget

Auditor-Treasurer Kelly Schroeder presented the 2024 Preliminary Budget and provided an overview of revenue and expenses based on the initial department requests and legislative changes. Based on the initial revenue projections and department requests, the gap is currently \$1,196,127. To close this gap with no other changes would require a 5.6% levy increase to balance the 2024 budget.

##### B. Preliminary Departmental Budget Request

Auditor-Treasurer Kelly Schroeder presented the following budget requests:

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- General Fund, Department 063 - Truth In Taxation (TNT)
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- 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  
2015A G.O. Jail Bonds, 2021 G.O. Courthouse Bonds, 2017A G.O. CIP Bonds  
Fund 44 - Elections

With no further business, Vice Chair Lovgren adjourned the meeting at 11:50 a.m. The next regular meeting of the county board is scheduled for Tuesday, September 5, 2023 at 10:00 a.m., Board Room, Courthouse, 635 Northridge Drive NW, Pine City, Minnesota.

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Stephen M. Hallan, Chair  
Terry Lovgren, Vice Chair  
Pine County Board of Commissioners

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

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

**MINUTES  
OF  
PINE COUNTY BOARD MEETING  
Special Meeting – Budget  
August 22, 2023 – 9:00 a.m.  
Pine County Courthouse, Pine City Minnesota**

Chair Steve Hallan called the meeting to order at 9:00 a.m. Present were Commissioners Josh Mohr, JJ Waldhalm, and Matt Ludwig. Also present were County Administrator David Minke, County Attorney Reese Frederickson, County Auditor-Treasurer Kelly Schroeder, IT Manager Ryan Findell, and Public Works/County Engineer Mark LeBrun.

Others Present: Pine County District Court Administrator Amy Willert and Pine County Historical Museum Board Member Roger Wallace.

The pledge of allegiance was said.

Chair Hallan asked for revisions to the agenda. There were none.

**Motion** by Commissioner Ludwig to approve the agenda. Second by Commissioner Waldhalm. Motion carried 4-0.

Commissioner Terry Lovgren arrived at 9:05 a.m.

The following 2024 budget requests were presented to the county board:

Pine County Historical Society / Museum .....Board Member Roger Wallace  
❖ Requesting \$30,000 appropriation

Court Administration.....Court Administrator Amy Willert  
❖ Requesting a 3.9% increase

County Attorney .....County Attorney Reese Frederickson  
Law Library – 0% increase request  
County Attorney’s Office  
❖ 1 new attorney position request  
❖ 26.83% increase from last year (44% of increase is for the new position; 14.9% increase without new position.

Victim Services  
❖ Request \$22,294 increase; remainder from grant funds  
Attorney Forfeiture fund was discussed. Can only be used for certain prosecution-related expenses.

Building Maintenance/Highway/Public Works.....County Engineer Mark LeBrun  
❖ Building Maintenance - Requesting a property tax levy of \$654,110 (no increase from 2023) includes \$25,000 for the building fund.  
❖ Public Works – Requesting a property tax levy of \$2,304,821 (\$250,000 levy increase from 2023).  
❖ Includes 32 positions (proposed budgets include a 5.0% COLA, step increases and 10% health insurance premium increase)  
❖ \$1,100,000 for fleet vehicle/equipment purchases (planned purchases include 5 marked squads, 1 unmarked squad, 1 armored van). Two tandem dump trucks

ordered last year but not received and state has ended the contract which will result in a greater cost.

- ❖ State and County funding for \$7,945,000 in construction projects

Chair Hallan called a five-minute recess at 10:22 a.m.

Meeting reconvened at 10:27 a.m.

Information Technology .....IT Manager Ryan Findell

- ❖ Request includes increase of \$60,447 from 2023.
- ❖ \$75,000 for 2024 Technology Fund, an increase of \$50,000 from 2023.

Administration .....County Administrator David Minke

- ❖ Commissioner – 4% increase.
- ❖ Central Services – no increase.
- ❖ County Administration –Total budget decreasing \$1,380 due to movement of administrative assistant to the Extension budget. Most changes driven by salaries.
- ❖ Consulting Labor Attorney – No proposed change/\$20,000 budget
- ❖ Medical Examiner – No proposed change/\$63,000 budget
- ❖ East Central Regional Library – Budget request is \$369,600 (increase of \$15,699 or 3.9% above 2023)
- ❖ Snake River Watershed Management Board (SRWMB) – \$9,968 previously budgeted; due to new joint power organization to be formed for implementation of 1W1P, the SRWMB allocation has been eliminated.
- ❖ Central Minnesota Initiative Foundation – County contribution \$7,450; no change proposed in 2024.
- ❖ Housing and Redevelopment Authority/Economic Development Authority –  
No longer General Fund component  
All expenses for Economic Development Coordinator Lezlie Sauter are captured in ARPA fund  
Sandstone & Finlayson Manor budgets managed by SMR Management  
Fiduciary account managed by SMR

American Rescue Plan Act (ARPA Update) .....County Administrator David Minke &  
County Auditor Treasurer Kelly Schroeder

- ❖ Funds as of June 30, 2023:
    - Avaliable: \$5,780,987
    - Spent: \$3,134,894
    - Unspent: \$2,646,093
    - Remaining: \$14,452
- City of Hinckley infrastructure (line item 12) - \$25,000 has been paid  
The board discussed line item #11/Sandstone Town Hall septic. There was a concern about designating the funds for a use other than the septic system.

The next Special Meeting-Committee of the Whole (Budget) meeting is scheduled for Tuesday, August 29, 2023, at 9:00 a.m., Board Room, Courthouse, Pine City, Minnesota.

With no further business, the meeting adjourned at 11:08 a.m.

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Stephen M. Hallan, Chair  
Board of Commissioners

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David J. Minke, County Administrator  
Clerk to County Board

**MINUTES  
OF  
PINE COUNTY BOARD MEETING  
Special Meeting – Budget  
August 29, 2023 – 9:00 a.m.  
Pine County Courthouse, Pine City Minnesota**

Chair Steve Hallan called the meeting to order at 9:00 a.m. Present were Commissioners Terry Lovgren, JJ Waldhalm, and Matt Ludwig. Also present were County Administrator David Minke, County Auditor-Treasurer Kelly Schroeder, Health & Human Services Director Becky Foss, Probation Director Terry Fawcett, IT Director Ryan Findell. Commissioner Josh Mohr was absent (excused).

Others Present: Pine County Soil & Water Conservation District Manager Paul Swanson, Pine County Agricultural Society President Pete Leibel.

The pledge of allegiance was said.

Additional Information Provided/Agenda Item #4F: County Administrator David Minke provided copies of Mutual Rescission and Release Agreement of the Pine County School Resource Officer Contract with the East Central School District, Hinckley-Finlayson School District, Willow River School District, and Pine City School District,

**Motion** by Commissioner Ludwig to approve the agenda. Second by Commissioner Waldhalm. Motion carried 4-0.

The following made budget requests to the county board:

**Pine County Agricultural Society (Fair) .....President Pete Leibel**

- ❖ Requesting \$10,000 appropriation

**Soil & Water Conservation District.....District Manager Paul Swanson**

- ❖ Requesting \$69,000 appropriation

**County Probation .....Probation Director Terry Fawcett**

- ❖ 1 new probation agent requested; \$100,000 added for salary/benefit for new position
- ❖ \$642,196 total reimbursement to Pine County with new formula (this is an increase of \$463,042 from the \$175,000 received in 2022)

Chair Hallan called a recess at 10:14 a.m.

Meeting reconvened at 10:22 a.m.

**Veterans and Health & Human Services.....HHS Director Becky Foss**

Veterans Service Office

- ❖ The budget request is for \$155,689 of which \$143,689 is the requested tax levy. This amount is a \$20,000 decrease from 2023.



## Health & Human Services

- ❖ Income Maintenance – Request is for \$3,654,243 with a deficit of \$52,288.
  - Proposed option to balance budget without additional tax levy by using funds from the one-time MA Unwinding Allocation.
  - County burials were discussed. \$32,000 is budgeted for 2024. The county pays up to \$1,500 for an indigent county burial. Discussion of increasing the per burial amount by 10% to \$1,650.
- ❖ Social Services – Request is for \$7,055,529 with a deficit of \$78,173.
  - Proposed option to balance budget without additional tax levy by using fund balance.
  - Requesting two full-time social workers in the Aging and Disabilities Unit based on case load. These positions are cost neutral as they would be paid for through reimbursements.
  - Requesting one full-time Licensed Independent Clinical Social Worker (LICSW) in the Behavioral Health Unit. This position would reduce the backlog of Diagnostic Assessments and be paid for through insurance billing.
- ❖ Public Health – Request is for \$1,690,192 with a deficit of \$90,460.
  - No change in staffing.
  - MIECHV funds will cover the deficit.

Total Funds necessary to balance HHS budget are \$220,92. No levy increase is requested.

### ❖ Children's Collaborative

Fiscal host for children's collaborative. Budget request is for \$134,700.

### ❖ Opioid Lawsuit Settlement

Total amount projected for known activities to be expended in 2024: \$138,127

- \$50,000 for Section G – Prevent Opioid Misuse
- \$10,000 for Section I – Support First Responders
- \$78,127 for Section J – Leadership, Planning and Coordination and Staff Development

## **Extension .....D. Craig Taylor, Regional Director**

- ❖ 28% budget increase (\$209,232, \$46,000 increase from 2023)
  - Added Administrative Assistant position 1.0 FTE dedicated full time to Extension (transferred from County Administration budget)
  - Changed 4-H Intern Position to Summer Coordinator/Intern
  - Increased personnel costs for Master Gardener (.35 FTE), 4-H Coordinator (1.0) FTE, and Ag Educator (.5 FTE)

Chair Hallan called a recess for lunch at 11:45 a.m.

Meeting reconvened at 12:35 p.m.

### School Resource Officer (SRO) Contracts with School Districts – Sheriff Jeff Nelson

Recent legislation has changed the provisions that limit the use of force that law enforcement officers, acting as School Resource Officers, can use. The most effective way to ensure the highest level of safety for the schools is to cancel the four existing SRO contracts.

**Motion** by Commissioner Ludwig to cancel the School Resource Officer contract with the following school districts: East Central School District, Hinckley – Finlayson School District, Willow River School District, and Pine City School District, effective upon full execution of document by all parties. Second by Commissioner Lovgren. Motion carried 4-0.

### **Sheriff's Office and Jail**

Dispatch/Grants/Emergency Management.....Denise Anderson, Sheriff's Office Supervisor

- ❖ 204-Dispatch --Budget request \$829,365
  - No change in staffing (9 full-time, 4 part-time)
- 205-State Boat & Water
- 206-Snowmobile Grant
- 208-ATV Grant
- 211-Chaplain
- 215-Federal Boat & Water
- 227-E-911
- 281-Emergency Management

Sheriff's Office – Jail .....Jail Administrator Rod Williamson

- ❖ Jail Operations
  - Requesting an increase of \$485,995 increase from 2023 (10.9%) if staffed at 100%
- ❖ Court Security
  - Requesting an increase of \$15,197 increase from 2023 (16.6%); court schedule is increasing.

Sheriff's Office .....Sheriff Jeff Nelson

- ❖ 201 Sheriff Operations: Requesting \$6,010,548
  - One-time public safety aid of - \$825,752
  - The request includes addition of a lieutenant
  - \$50,000 for handgun replacements
  - \$50,000 for less lethal weapons
  - \$35,000 for All Terrain (side by side) Vehicle
- ❖ 210-Gun Permits
- ❖ 212-Canine
- ❖ 214-Gun Range
  - \$50,000 for gun range improvements / burn house
- ❖ 216-Drone

Chair Hallan called a recess at 2:35 p.m.

Meeting reconvened at 2:45 p.m.

### **General Budget Discussion**

The board asked for better comparative data from surrounding counties for deputies; a closed session for discussion of this data will be held at the regular county board meeting on September 19, 2023. Cameras and lights were discussed for installation at the Bruno Transfer Station.

With no further business, the meeting adjourned at 3:30 p.m.

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Stephen M. Hallan, Chair  
Board of Commissioners

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David J. Minke, County Administrator  
Clerk to County Board



# PINE COUNTY PUBLIC WORKS

## HIGHWAY DEPARTMENT

405 Airport Road NE  
Pine City, MN 55063

Telephone 320-216-4200

Fax: 320-629-6736

1-800-450-7463 Ext. 4200

Mark A. LeBrun, P.E.  
County Engineer

### Pine County Land Surveyor Monthly Report

August 2023

Logan Drive, Township project, T45N R20W Section 13, calculate road right of ways. Locate, search for, set and GPS private corners and road right of way monuments. Update records.

CR 129, T40N R20W Sections 5 and 6, research records, Locate, search for, tie out and GPS PLSS corners. Update records .

T41N and T40N R20W research records, set GPS control, calculate search areas, locate, search for, tie out and GPS PLSS corners. Update records.

T40N R20W Sections 21, 28, 32 and 33, research records, set GPS control, calculate search areas, locate, search for, tie out and GPS PLSS corners. 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 August 2023.doc



## AGENDA REQUEST FORM

Date of Meeting: September 5th, 2023



County Board



Consent Agenda



Regular Agenda

5 mins.



10 mins.



15 mins.



Other



Personnel Committee



Other \_\_\_\_\_

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

Department: Pine County Sheriff's Office

Department Head signature

### Background information on Item:

The Pine County Sheriff's Office K9 Program received a \$100 donation from the McColl Family.

### Action Requested:

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

### Financial Impact:

This donation will help offset expenditures for the K9 program.



## AGENDA REQUEST FORM

Date of Meeting: 09/05/2023



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other

\_\_\_\_\_

Agenda Item: Accept donations

Department: VSO

*Rebecca Foss*

Department Head signature

### Background information on Item:

The Sandstone Women's Golf League donated \$121.75 to the Veterans Outreach Fund.

Mary Pogo donated \$50 to the Veterans Outreach Fund, in honor of Wayne Oak.

### Action Requested:

Accept the \$121.75 donation to the Veterans Outreach Fund from the Sandstone Women's Golf League. Accept the \$50 donation to the Veterans Outreach Fund from Mary Pogo, in honor of Wayne Oak.

### Financial Impact:

All donations to the veterans outreach fund are used to support outreach done by the Veterans Services Office.



## AGENDA REQUEST FORM

Date of Meeting: 09/05/2023



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other \_\_\_\_\_

Agenda Item: Accept donation

Department: HHS

*Rebecca Foss*

Department Head signature

### Background information on Item:

Grand Cinema donated 20 movie passes to HHS, to be used as the agency deems appropriate.

### Action Requested:

Accept the donated 20 movie passes from the Grand Cinema to HHS.

### Financial Impact:

N/A



## AGENDA REQUEST FORM

Date of Meeting: 9/5/2023



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other

\_\_\_\_\_

Agenda Item: Accept donation

Department: HHS

*Rebecca Foss*

Department Head signature

### Background information on Item:

The Sturgeon Lake Area Lions donated \$500 for the Pine County Operation Community Connect (OCC).

### Action Requested:

Accept the \$500 donation from the Sturgeon Lake Area Lions, to go toward offsetting the costs of hosting the OCC.

### Financial Impact:

All donations for the OCC are used to offset the cost of hosting the annual event.



## AGENDA REQUEST FORM

Date of Meeting: September 5, 2023

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

Agenda Item: 2024-2025 Assessment Contracts

Department: Assessor

Lorri L. Houtsma

Department Head signature

### Background information on Item:

In Pine County, each Township or City has the authority to hire their own assessor. Some jurisdictions within the County choose to employ a private individual to conduct their assessment while others employ the County Assessor's office to conduct their assessment. Mission Creek Township who previously employed a local appraiser, now wishes the County to conduct their assessment.

### Action Requested:

Consider authorizing the County Board Chairman and County Administrator to sign the assessment agreement for Mission Creek Township for assessment years 2024 and 2025.

### Financial Impact:

This contract assists in offsetting the cost of providing this service.



# ASSESSMENT AGREEMENT BETWEEN LOCAL UNIT AND COUNTY

**THIS AGREEMENT** is made and entered into by and between the Township of **MISSION CREEK** and the County of Pine, State of Minnesota.

**WHEREAS**, the Township of **MISSION CREEK** wishes to enter into an agreement with the County of Pine to provide for the assessment of the property, located in Pine County in said Township of **MISSION CREEK**, by the County Assessor; and

**WHEREAS**, it is the wish of said County to cooperate with said Township of **MISSION CREEK** to provide for a fair and equitable assessment of the property;

1. That the Township of **MISSION CREEK**, which lies within the County of Pine and constitutes a separate assessment district, shall have its property assessed by the County Assessor of Pine County for assessment years 2024 and 2025.
2. In consideration for said assessment services, the Township of **MISSION CREEK** hereby agrees to pay the County of Pine the sum of the number of parcels times **\$8.00 and \$7.00** for the respective assessment years listed above, and payment to be made to the County Treasurer on or before **September 1st** of the assessment year.

**IN WITNESS THEREOF**, the parties have executed this agreement this 9th day of August, 2023.

Township of **MISSION CREEK**

By

Debra Florkin  
Chairperson

Attest

Anthony Munn  
Clerk

COUNTY OF PINE

By \_\_\_\_\_  
Pine County Board Chairperson

Attest \_\_\_\_\_  
Pine County Administrator

Approval of Content and Form by Reese Frederickson, Pine County Attorney



## AGENDA REQUEST FORM

Date of Meeting: 09/05/2023



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐

Personnel Committee



Other \_\_\_\_\_

Agenda Item: Ratify contract with MDVA

Department: VSO

*Rebecca Foss*

Department Head signature

### Background information on Item:

The State of MN, through its Department of Veterans Affairs, annually provides a \$10,000 grant to the veterans services office. The grant can be used to provide outreach to the county's veterans, assist in the reintegration of combat vets into society, to collaborate with other agencies to provide enhanced services to vetrans, to reduce homelessness among veterans, or to enhance the operations of the county veterans services office. The attached contract with the MDVA allows the county to accept the \$10,000 grant, to be used for the purposes listed above. The contract would be in effect from July 1, 2023 to June 30, 2024.

### Action Requested:

Ratify the contract agreement with the MN Department of Veterans Affairs.

### Financial Impact:

The county receives \$10,000 from the MDVA through this agreement, and all funds must be used as allowed by the grant stipulations mentioned above.



## STATE OF MINNESOTA MINNESOTA DEPARTMENT OF VETERANS AFFAIRS 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**, Veterans' Services, 1602 Hwy 23 North, Sandstone, MN 55072 ("Grantee").

### Recitals

1. Under Minnesota Statutes §197.608, as amended by Minnesota Laws 2023, Regular Session, Chapter 38, Article 1, Section 3, Subdivision 2(f), 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 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

**Effective date:** **July 1, 2023** or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later.

Per, Minn. Stat. § 16B.98 Subd. 7, no payments will be made to the Grantee until this grant agreement is fully executed.

Per Minn. Stat. 16B.98, Subd. 11, agencies may permit a specifically appropriated, noncompetitive grant recipient to incur eligible expenses based on agreed upon work plan and budget for up to 60 days prior to an encumbrance being established in the accounting system.

- 1.1. **Expiration date:** **June 30, 2024** or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.2. **Survival of Terms.** The following clauses and attachments survive the expiration or cancellation of this grant agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Copyright; Governing Law, Jurisdiction, and Venue; Termination; Data Disclosure. Any other Grant Agreement term or attachment that expressly states or by its nature shall survive, shall survive.

#### 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.

- 2.2. Conduct this grant as authorized and required under Minn. Stat. §197.608 and any work plan or budget provided in the grant origination documents.
- 2.3. Ensure eligibility to receive funding as required in Minn. Stat, §197.608
- 2.4. Ensure grant expenditures are either:
  - 2.4.1 Listed on the approved items as listed in the CVSO Grant Item Approved List, Attachment A, which is attached and incorporated into this Grant Agreement, OR
  - 2.4.2 Sent for prior approval to MDVA's Authorized Representative using either:
    - 2.4.2.1 The CVSO FY2024 Budget Spreadsheet, Attachment B which is attached and incorporated into this Grant Agreement and provided to Grantee in excel format.
- 2.5. Ensure all grant expenditures are reasonable and fall within the five enumerated legislative priorities pursuant to Minn. Stat, §197.608 Subd. 6(1-5).
- 2.6. Ensure grant funds are not used to supplant any existing funding.
- 2.7. Ensure grant funds are not used to duplicate any programs or services available to Veterans from other agencies or organizations.
- 2.8. Comply with the requirements as specified in the most recent version of the *MDVA Grants Manual* which is incorporated into this grant agreement by reference and available on the MDVA SharePoint site – Grant Page and also on the MDVA Website – Grants Page:  
<http://mn.gov/mdva/resources/federalresources/grants/>.
- 2.9. 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 to determine if corrective action is necessary.
- 2.10. Use the LinkVet logo or on-air credit as required, for all marketing and promotional items (e.g., display boards, radio airtime, t-shirts, brochures). The smaller, modified logo may be used for small promotional items (e.g., pen).
- 2.11. Account for all funds expended using the funds from this grant.
- 2.12. Maintain documentation of all funding for travel outside Minnesota with a thorough explanation of the purpose of the travel, the final destination, and documentation or brochure of any conferences attended.
- 2.13. Complete the closeout of this Grant pursuant to and as specified in the *MDVA Grants Manual* along with documents required pursuant this Grant Agreement.
- 2.14. Submit the following documents to complete the closeout of this Grant.
  - 2.14.1 An Account Statement (report generated by the bank or other accounting program which itemizes all the CVSO Office expenditures under this grant) with grant-related expenditures highlighted.
  - 2.14.2 A completed CVSO Closeout Spreadsheet, Attachment C which is attached and incorporated into this document, which will be provided to Grantee in excel format.
  - 2.14.3 A Travel Log when applicable (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/>.
  - 2.14.4 Documentation for any grant funding used for travel outside the State of Minnesota.
- 2.15. Allow the State, at any time, to conduct periodic site visits and inspections to ensure work progress

as specified in the *MDVA Grant Manual*, including a final inspection upon grant completion.

- 2.16. For the avoidance of any doubt, the terms of this Grant Agreement take precedence over any attachment and general policy contained in MDVA Grants Manual. Precedence shall be given to the terms to the extent of the conflict or inconsistency in the following order:

- 2.16.1 This Grant Agreement
- 2.16.2 CVSO Grant - Items Approved List - FY2024, Attachment A
- 2.16.3 CVSO FY2024 Budget Spreadsheet, Attachment B
- 2.16.4 CVSO Closeout Spreadsheet, Attachment C.
- 2.16.5 *MDVA Grants Manual*.

### 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**.

- 4.1.2 **Travel Expenses.**

4.1.2.1 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 in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB).

- 4.1.3 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. Documentation is required to validate the use of grant funding for this purpose pursuant to section 2.11. **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 one of the identified reimburse costs in CVSO Grant Items Approved List – 2024, Attachment A. All costs must be reasonable, necessary, not duplicative 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 2023, 1<sup>st</sup> Special Session, Chapter 12, Article 1, Section 37, Subdivision 2 and this grant agreement.
- 4.2.3 **Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout. If any funds were provided to the Grantee in advance, any and all advance payments from the grant must be reconciled within 12 months of issuance or within 20 business days from the expiration date of the grant agreement, 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 purchases by the Grantee under this grant agreement must be pursuant to the CVSO Grant - Items Approved List - FY2024, Attachment A 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 return payment already received, for purchases found by the State to be unauthorized, or performed in violation of federal, state, or local law. The Grantee will be bound by the MDVA Grants Manual as provided by the State.

## 7. Authorized Representative

The State's Authorized Representative is **Abby Brown**, Grants Specialist, Minnesota Department of Veterans Affairs, Veterans Service Building, 20 West 12<sup>th</sup> Street, St. Paul, Minnesota 55155, 651-757-1561, [abby.brown@state.mn.us](mailto:abby.brown@state.mn.us) or his/her successor or designee, 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**, CVSO, Pine County, Veterans' Services 1602 Hwy 23 North, Sandstone, MN 55072, (320) 216-4250, [mindy.sandell@co.pine.mn.us](mailto:mindy.sandell@co.pine.mn.us), 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, approved, executed by the same parties who executed and approved this grant agreement, or their successors in office.
- 8.2. **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.
- 8.3. **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.
- 8.4. **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, the Commissioner of Administration, the granting agency 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** Notwithstanding any other clause contained herein, 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. The LinkVet logo or on-air credit is required for all marketing and promotional items (e.g., display boards, radio airtime, t-shirts, brochures and promo items). The smaller, modified logo may only be used for small promotional items (e.g., pen).

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

## 15. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant 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.

16.1.1 The Commissioner of Administration may unilaterally cancel the grant agreement prior to its completion if further performance under the agreement would not serve agency purposes or is not in the best interest of the state.

16.1.2 Pursuant to Minn. Stat §16B.991, this Grant Agreement will terminate immediately if during the course of this Grant Agreement the recipient of this grant is convicted of a crime related to the state grant agreement.

16.2. **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 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.

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

16.3.1 It does not obtain funding from the Minnesota Legislature;

16.3.2 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.

## 18. Compliance with Data Privacy and Security Laws and Standards.

State and Grantee shall comply with the Health Insurance Portability Accountability Act ("HIPAA"), the HITECH Act, and other similar privacy laws. State and Grantee also shall comply with the HIPAA Privacy Rule, HIPAA Security Rule, and other similar rules, regulations, and laws, including future amendments thereto.

**APPROVED:****1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. " 16A.15 and 16C.05 Subd. 2 (a) (3).*

Signed Isis Mateo Accounting Officer  
DocuSigned by: D57E2252BA224A1...

Name: Isis Mateo

Date: 8/16/2023

SWIFT Contract/PO No(s). 234580/3-57260

**3. STATE AGENCY**

By: Brad Lindsay (Authority)  
DocuSigned by: BF4793A41E2748E...  
 Name: Brad Lindsay

Title: Commissioner

Date: 8/17/2023

**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: Steve Hallan - Board of Commissioners Chair  
DocuSigned by: 2D9CFED9B0924FF...

Name: Steve Hallan - Board of Commissioners Chair

Title: County Board Chair

Date: 8/17/2023

By: Mindy Sandell  
DocuSigned by: C0467066BA7C4CD...

Name: Mindy Sandell

Title: CVSO

Date: 8/17/2023

**Distribution:**

Agency

Grantee

State's Authorized Representative

## Attachment A

## CVSO Grant - Items Approved List - FY2024

Minnesota Statute § 197.608, as amended, provides that this grant may be utilized for the following general purposes.

- 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.

Only the items approved on this form are authorized for purchase using grant funds. The MDVA will seek recovery from your county for any items not on this list that have been purchased with grant funds.

EQUIPMENT & SUPPLIES	
Monitors	Teleconferencing equipment
Laptops/Tablet PC's/I-Pad (including accessories)	Paper shredders or shredding contracts
Personal computers - Desktop	TV /DVD combinations
Printers/Scanners	Mobile broadband data access device/Hotspot
*Phone & Internet Service/Cellular Phones/ Smart Phones/Headsets	Fax machines and installation of initial phone line
Photo copiers	Cell Phone Repeater (and installation)
Digital Video Recorders, Cameras, Projectors – LCD/DLP	Office Furniture & Supplies
<p><b>Office Furniture</b> that <i>is necessary</i> and is directly related to computerization and organization efforts (required furniture for newly purchased equipment such as computer desk, printer stand, scanner table, etc. or other items to increase organization like filing cabinets, etc.).</p> <p><b>*Office Furniture</b> that <i>is necessary</i> and is directly related to providing office furniture for new CVSO Office staff (phone, desk, chair, cubicles, etc.). Does <u>not</u> apply to replacing staff who have retired, quit etc.</p> <p>Note: Locking filing cabinets, sit/stand desk accessories and new furniture to accommodate Vets' visits in office OK anytime.</p>	

COMPUTER SOFTWARE, TRAINING & REFERENCE MATERIALS	
Extended Warranties/extended maintenance contracts	<b>Veterans Information/Case Management Systems and Software</b> (Including user maintenance agreements.) <b>Reference Materials</b> (Medical dictionaries, VA rules and regulations manuals, etc.).
<b>CVSO Trainings/Webinars</b> <ul style="list-style-type: none"> <li>• * NACVSO Accreditation/CEU/CVA Training (Transportation, Lodging and Registration only)</li> <li>• Training at local colleges</li> <li>• Admin Staff Training MACVSO Assistant and Secretaries Conference</li> </ul> <p>* Allowed for CVSOs and ACVSOs who are qualified under <a href="#">MS 197.601</a>.</p>	

## MARKETING



LinkVet Logo is required for all marketing and promo items. The smaller, modified logo may only be used for small promo items (e.g., pen). Radio ads must include the phone number.

minnesotaveteran.org | 1-888-LinkVet (546-5838)

**Marketing Expenses** Display Boards, Radio Airtime, TV Airtime, Newspaper Ads, Billboards, CVSO Staff & Volunteer Clothing (e.g., Driver's shirts & jackets).  
Note: Sponsorships (e.g., golf tournaments) max \$500 per year.

**Publicity Items** (*Magnets, Brochures, holiday cards, Challenge Coins – must include reference to LinkVet*) up to a maximum of **15% of the annual CVSO grant amount.** (e.g., Total Grant Amount \$7,500 = \$1,125 publicity items.).

## MISCELLANEOUS

**Salary Expenses** for new, increased CVSO staff (e.g., County adds a new ACVSO position) that provide direct services to Veterans. Also allowed is the first month salary of a new CVSO when it overlaps with a departing CVSO to facilitate new CVSO training.

## VETERANS SERVICES

**Payments made to a third party on behalf of a Veteran**, their survivors, or their dependents, such as mortgage, rent, auto loans, insurance, credit cards, etc.

### Veteran Homelessness

- **Expenses related to the goal of reducing Veteran homelessness** (*Must be logged on the "Direct Veteran Assistance/Gift Certificate" Log Sheet.*)
- **Supplies for Homeless Vets** (e.g., backpacks)

**Transportation expenses** related to the transport of Veterans needing to access their benefits (Including van/vehicle purchases/lease for this primary purpose, maintenance, fuel, etc.)

### Medical Expenses

- To pay for 2<sup>nd</sup> opinions on previously denied VA disability claims.
- Assisted listening devices

**"Outreach" Expenses** such as benefits fairs, town halls and seminars are allowed for events when CVSO staff are physically present to handout Veteran information and answer Veteran's questions.

### Returning Service Member Reintegration

- Including travel expenses to official reintegration events
- Veteran Trainings/Webinars

### Veteran Medallions

- **Veteran Medallion Samples (VA Marker)** (three sizes) to display in the office
- **Veteran Cemetery Markers/Flag Holders** (Replacement of damaged/stolen MDVA supplied)
- **Veteran Cemetery Markers/Flag Holders** (New for Veterans not eligible for MDVA supplied)

### Gift Cards (gas, food, bus, hotel etc.)


**CVSO Staff Meals** related to official CVSO travel is allowable as specified in Chapter 15 – Expense Reimbursement per the State' "Commissioner's Plan" located at MMB Website. <https://mn.gov/mmb-stat/000/az/labor-relations/commissioners-plan/contract/commissioners-plan-accessible.pdf>

**Expenses related to the collaboration with other social service agencies**, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.

### Items Not Approved:

## Attachment B


# CVSO Budget Spreadsheet (Origination Document)

	<h3>(County Name) County CVSO Budget Spreadsheet</h3>					
<b>INSTRUCTIONS:</b>						
<p>Fill out this document completely and according to the allowable categories pursuant to the CVSO Grant - Items Approved List - FY2024 which is Attachment A of this County's CVSO Grant Agreement and Minnesota Statute § 197.608 subd(5). Use the corresponding numbers associated with the Legislative Priorities to indicate the related legislative priorities to each item. For FY24 CVSO office can submit items for approval not listed on Attachment A. All approve items will be posted on the MDVA CVSO website upon approval. CVSO's may change their budget accordingly if items that are approved fit better in the budget. Following this year, CVSO offices will have the opportunity to submit their requests during the Spring CVSO Convention for approval and addition to the Items Approved List. Following FY24, the list will be reviewed annually and approved by the Minnesota Association of County Veteran Service Officers and the MDVA Commissioner. Following FY24, no special exceptions or requests will be permitted, all requests must be submitted prior to the conclusion of the Spring CVSO Convention. Return document in Excel format for processing.</p>						
<b>Minnesota Statute § 197.608 subd (6), provides that this grant may be utilized for the following legislative priorities:</b>						
<ol style="list-style-type: none"> <li>1. To Provide Outreach to the County's Veterans.</li> <li>2. To Assist in the Reintegration of Combat Veterans into Society.</li> <li>3. To Reduce Homelessness among Veterans.</li> <li>4. To Collaborate with Other Social Service Agencies, Educational Institutions, and other Community Organizations for the Purposes of Enhancing Services Offered to Veterans.</li> <li>5. To Enhance the Operations of the County Veterans Service Office.</li> </ol>						
<b>Date:</b> (Date of Report)						
<b>Submitted by (CVSO Representative):</b> (Name)						
<b>CVSO Grant Amount Received:</b> \$7,500.00						
<b>Date of Grant Execution:</b> (Date of Final Signature or Start Date of Grant Agreement, which ever is later)						
<b>Grant Look Back Date:</b> (Pursuant to Minn. Stat 168.98, Subd. 11 and no earlier than July 1)						
<u>Date</u>	<u>Item</u>	<u>Proposed Amount</u>	<u>Legislative Priorities Category</u>	<u>Justification</u>	<u>Approved (Admin)</u>	<u>LinkVet Required</u>
12/24/2024					Yes	No
<b>Total Proposed Expenditures</b>		<b>\$0.00</b>				



## Attachment C

### CVSO Closeout Spreadsheet

	<h2 style="margin: 0;">(County Name) County CVSO Closeout Spreadsheet</h2>						
<b>INSTRUCTIONS:</b> Fill out this document completely and according to the allowable categories pursuant to the CVSO Grant - Items Approved List - FY2024 which is Attachment A of this County's CVSO Grant Agreement and Minnesota Statute § 197.608 subd(5). Move the categories up here and assign a number. Return document in Excel format only.							
Minnesota Statute § 197.608, as amended, provides that this grant may be utilized for the following general purposes.							
To Provide Outreach to the County's Veterans.							
To Assist in the Reintegration of Combat Veterans into Society.							
To Reduce Homelessness among Veterans.							
To Collaborate with Other Social Service Agencies, Educational Institutions, and other Community Organizations for the Purposes of Enhancing Services Offered to Veterans.							
To Enhance the Operations of the County Veterans Service Office.							
Date: (Date of Report)							
Submitted by (CVSO Representative): (Name)							
CVSO Grant Amount Received:	\$7,500.00						
Date of Grant Execution: (Date of Final Signature or Start Date of Grant Agreement, which ever is later)							
Grant Look Back (Pursuant to Minn. Stat.16B.98, Subd. 11 and no earlier than July 1)							
<u>Date</u>	<u>Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Legislative Priorities Category</u>	<u>Justification</u>	<u>Approved (Admin)</u>	<u>LinkVet</u>
						Yes	No
						Yes	No
						Yes	No
						Yes	No
						Yes	No
						Yes	No
						Yes	No
						Yes	No
						Yes	No
						Yes	No
						Yes	No
						Yes	No
						Yes	No
						Yes	No
						Yes	No
						Yes	No
						Yes	No
						Yes	No
						Yes	No
						Yes	No
						Yes	No
						Yes	No
Total Documented Expenditures					\$0.00		
Remaining Funding					\$7,500.00	Refund Required?	Yes





(County Name)

## County CVSO Closeout Spreadsheet

**INSTRUCTIONS:**

Fill in the following sections accurately and completely. In the Final Report sections, describe in 1-2 paragraphs the background/context for this years' CVSO grant expenditures.

Note: This satisfies the "Final Report" requirement on the Documentation Checklist - Advanced Payment Grants.

**CVSO Final Report/Summary Statement****CVSO Metrics**

1. Total number of Full-time (%FTE) CVSO Staff (filled): \_\_\_\_\_ (e.g. 2.5 FTE's)

2. Total number of Full-time (%FTE) CVSO Staff (open): \_\_\_\_\_ (e.g. 1 FTE)

3. Total County CVSO Program Budget: \$ \_\_\_\_\_

4. Total Number of Veteran/Family Office Visits (incl. Phone mtgs): \_\_\_\_\_

5. Total Number of Veteran/Family Outreach Events (CVSO Staff must be Present): \_\_\_\_\_

5a. Approximate Total Number of Veterans served at Outreach Events: \_\_\_\_\_



## COUNTY BOARD AGENDA REQUEST

Date of Meeting: September 5, 2023

☒ Consent Agenda    ☐ Regular Agenda

Item Title: Highway Mechanic

Department: Pine County Public Works

AW for Mark LeBrun  
Department Head / Sponsor signature

### Background information on Item:

The board approved the hiring of Dan Slade at the August 15th meeting. Mr. Slade has since declined the offer. Authorize the hiring of Jeremy Lemmons, Highway Mechanic, effective September 11, 2023, Grade 7 Step 1 @ \$22.16/hour, contingent upon successful background check.

### Action Requested:

Approve new hire.

### Financial Impact:

Budgeted



## COUNTY BOARD AGENDA REQUEST

Date of Meeting: September 5, 2023

☒ Consent Agenda    ☐ Regular Agenda

Item Title: State Community Health Services Advisory Committee Retreat

Department: Administrators

A handwritten signature in black ink, which appears to read "Dan L. Mink". The signature is written in a cursive, flowing style.

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Department Head / Sponsor signature

### Background information on Item:

Commissioner Terry Lovgren to attend the State Community Health Services Advisory Committee (SCHSAC) Retreat, September 28-29, in Willmar, Minnesota. Commissioner Lovgren is Pine County's representative on the SCHSAC Committee.

### Action Requested:

Approve Commissioner Terry Lovgren to attend the State Community Health Services Advisory Committee (SCHSAC) Retreat, September 28-29, 2023 in Willmar, Minnesota

### Financial Impact:

The State of Minnesota will cover the lodging and mileage expense.



## AGENDA REQUEST FORM

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

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

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

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

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

**Background information on Item:**

**Action Requested:**

**Financial Impact:**



## AGENDA REQUEST FORM

Date of Meeting: September 5th, 2023



County Board

☒ Consent Agenda

☐ Regular Agenda

5 mins

☐

10 mins

☐

15 mins

☐

Other

☐

Personnel Committee



Other

Agenda Item: Request for Overnight Training

Department: Probation

Department Head signature

### Background information on Item:

Senior Agent Michelle Sellner & Senior Agent Jami Tuve Anderson will be conducting Decision Points Facilitator training November 1st-November 3rd, 2023 in West St. Paul at the Dakota County Service Center. There is no cost to them, as they are providing the training, but lodging is recommended.

### Action Requested:

Consider approval for Senior Agent Sellner and Senior Agent Tuve Anderson to facilitate Decision Points Cognitive Skills training 11/1-11/3, 2023 at the Dakota County Service Center and authorize lodging and meals. Probation has allocated money in their training/lodging budget and are within budget.

### Financial Impact:

Training \$0.00

Lodging \$200.00 for two nights, double occupancy

Per Diem \$264.00



## COUNTY BOARD AGENDA REQUEST

Date of Meeting: September 5, 2023

☒ Consent Agenda    ☐ Regular Agenda

Item Title: Leading on Purpose with Professional Development Academy

Department: Administrators

A handwritten signature in black ink, which appears to read "Dan L. Mink". The signature is written in a cursive, flowing style.

---

Department Head / Sponsor signature

### Background information on Item:

Commissioner Terry Lovgren has received a scholarship to attend the Leading on Purpose with Professional Development Academy, an 8-week facilitated training beginning the week of October 16, 2023 through December 15, 2023.

Leading on Purpose will help existing and emerging leaders reappraise any longstanding purpose or uncover one for the first time with the use of self-assessments, interactive exercises, online and real-time discussions, webinars, and self-reflection.

### Action Requested:

Approve Commissioner Terry Lovgren to attend the Leading on Purpose with Professional Development Academy, October 16, 2023 through December 15, 2023.

### Financial Impact:

The scholarship will cover the registration for the course.



## COUNTY BOARD AGENDA REQUEST

Date of Meeting: September 5, 2023

☐ Consent Agenda   ☐ Regular Agenda

Item Title: Consideration of Ordinance 2023-40 An Ordinance Regulating the Use of Cannabis and Cannabis Derived Products in Public Places

Department: Administration

\_\_\_\_\_  
Department Head / Sponsor signature

### Background information on Item:

At the July 18, 2023 county board meeting, County Attorney Reese Frederickson presented an overview of the new cannabis law. The law was effective August 1, 2023 and makes the use, possession, and growing of cannabis legal for those age 21 or older. The state law allows for the use of cannabis in outdoor public places such as parks, sidewalks, and parking lots. Local governments may adopt an ordinance to prohibit public use of cannabis.

At the August 1, 2023 county board meeting, commissioners reviewed a draft ordinance prohibiting public use of cannabis and set a public hearing for September 5, 2023.

In summary, the proposed ordinance prohibits use of cannabis in “a public place” or a “a place of public accommodation” but does not include:

1. A private residence, including the yard.
2. Private property not generally accessible to the public unless prohibited by the owner.
3. On the premises of an establishment or event licensed to permit on-site consumption.

The proposed ordinance is only effective in unincorporated areas of the county. It does not cover areas within city limits or areas owned by the State of Minnesota such as state parks and state forests.

From what I understand of the larger cities in the county, Sandstone has not yet had the chance to research the topic. Pine City has adopted a moratorium on businesses licenses but is not considering a public use ban. Hinckley adopted a moratorium on business licenses and has a hearing scheduled for late September on a public use ordinance.

The ordinance would apply to county memorial forest lands. If desired, memorial forest land could be added as a fourth exemption in section 2(i) of the proposed ordinance.

County Attorney Frederickson has drafted the attached ordinance which prohibits public use of cannabis. The ordinance is effective outside of incorporated areas. Any city wanting to prohibit public use would need to adopt its own ordinance.

**Action Requested:**

1. Presentation by staff regarding the ordinance
2. County Board questions and discussion
3. Open Public Hearing and take public testimony
4. Close Public Hearing
5. County Board additional discussion if necessary
6. Consider Ordinance 2023-40 an Ordinance Regulating the use of Cannabis and Cannabis Derived Products in Public Places.



# Proposed

## COUNTY OF PINE

## STATE OF MINNESOTA

## ORDINANCE No.: 2023-40

### ORDINANCE REGULATING THE USE OF CANNABIS AND CANNABIS DERIVED PRODUCTS IN PUBLIC PLACES

#### THE PINE COUNTY COMMISSIONERS HEREBY ORDAIN AS FOLLOWS:

#### SECTION 1. PURPOSE AND INTENT

This Ordinance is adopted by the Pine County Board of Commissioners for the purpose of protecting public health and safety by regulating/prohibiting the use of cannabis and cannabis-derived products in public places and places of public accommodation within Pine County ("the County").

By enacting 2023 Session Law, Chapter 63, H. F. No. 100 ("State Legislation"), the Minnesota Legislature passed the adult-use cannabis bill. Under that bill, the adult use, possession, and personal growing of cannabis will become legal August 1, 2023.

State legislation authorizes adoption of a local ordinance establishing a petty misdemeanor offense for public use of cannabis. See State Legislation Sec. 19, MINN. STAT. § 152.0263 subd. 5, or successor statute.

The County wishes to be proactive in protecting public health and safety by enacting regulations that will mitigate threats presented to the public by the public use of cannabis.

The County recognizes the risks that unintended access and use of cannabis products present to the health, welfare, and safety of youth in Pine County.

#### SECTION 2. DEFINITIONS

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The following words, terms, and phrases, when used in this Ordinance, shall have the meanings ascribed to them except where the context clearly indicates a different meaning.

(a) Adult-use cannabis flower. "Adult-use cannabis flower" means cannabis flower that is approved for sale by the Office of Cannabis Management or is substantially similar to a product approved by that office. Adult-use cannabis flower does not include medical cannabis flower, hemp plant parts, or hemp-derived consumer products.

(b) Adult-use cannabis products. "Adult-use cannabis products" means a cannabis product that is approved for sale by the Office of Cannabis Management or is substantially similar to a product approved by that office. Adult-use cannabis product includes edible cannabis products but does not include medical cannabinoid products or lower-potency hemp edibles.

(c) Cannabis flower. "Cannabis flower" means the harvested flower, bud, leaves, and stems of a cannabis plant. Cannabis flower includes adult-use cannabis flower and medical cannabis flower. Cannabis flower does not include cannabis seed, hemp plant parts, or hemp-derived consumer products.

(d) Cannabis product. “Cannabis product” means any of the following:

- (1) cannabis concentrate;
- (2) a product infused with cannabinoids, including but not limited to tetrahydrocannabinol, extracted, or derived from cannabis plants or cannabis flower; or
- (3) any other product that contains cannabis concentrate.

(e) Hemp derived consumer products.

(1) “Hemp derived consumer products” means a product intended for human or animal consumption, does not contain cannabis flower or cannabis concentrate, and:

- (i) contains or consists of hemp plant parts; or
- (ii) contains hemp concentrate or artificially derived cannabinoids in combination with other ingredients.

(2) Hemp derived consumer products does not include artificially derived cannabinoids, lower-potency hemp edibles, hemp-derived topical products, hemp fiber products, or hemp grain.

(f) Lower-potency hemp edible. A “lower-potency hemp edible” means any product that:

- (1) is intended to be eaten or consumed as a beverage by humans;
- (2) contains hemp concentrate or an artificially derived cannabinoid, in combination with food ingredients;
- (3) is not a drug;
- (4) consists of servings that contain no more than five milligrams of delta-9 tetrahydrocannabinol, 25 milligrams of cannabidiol, 25 milligrams of cannabigerol, or any combination of those cannabinoids that does not exceed the identified amounts;
- (5) does not contain more than a combined total of 0.5 milligrams of all other cannabinoids per serving;
- (6) does not contain an artificially derived cannabinoid other than delta-9 tetrahydrocannabinol;
- (7) does not contain a cannabinoid derived from cannabis plants or cannabis flower; and
- (8) is a type of product approved for sale by the office or is substantially similar to a product approved by the Office of Cannabis Management, including but not limited to products that resemble nonalcoholic beverages, candy, and baked goods.

(g) Public place. A “public place”, means a public park or trail, public street or sidewalk, any enclosed, indoor area used by the general public, including, but not limited to, theaters, restaurants, bars, food establishments, places licensed to sell intoxicating liquor, wine, or malt beverages, retail businesses, gyms, common areas in buildings, public shopping areas, auditoriums, arenas, or other places of public accommodation.

(h) Place of public accommodation. "Place of public accommodation" means a business, refreshment, entertainment, recreation, or transportation facility of any kind, whose goods, services, facilities, privileges, advantages, or accommodations are extended, offered, sold, or otherwise made available to the public.

(i) Exceptions to public place or place of public accommodation. "A public place" or "a place of public accommodation" does not include the following:

1. a private residence, including the individual's curtilage or yard.
2. a private property, not generally accessible by the public, unless the individual is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property; or
3. on the premises of an establishment or event licensed to permit on-site consumption.

(j) Smoking. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing cannabis flower, cannabis products, artificially derived cannabinoids, or hemp-derived consumer products. Smoking includes carrying or using an activated electronic delivery device for human consumption through inhalation of aerosol or vapor from the product.

### **SECTION 3. PROHIBITED ACTS**

Subd. 1. No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place or a place of public accommodation unless the premises is an establishment or an event licensed to permit on-site consumption of adult-use cannabis flower and adult use cannabis products. See State Legislation Sec. 9, MINN. STAT. § 342.09 subd. 1(2) or successor statute. See also State Legislation, MINN. STAT. § 342.09 subd.1 (7)(iii) or successor statute, and State Legislation Sec. 19, MINN. STAT. § 152.0263 subd. 5, or successor statute.

Subd. 2. No person shall vaporize or smoke cannabis flower, cannabis products, artificially derived cannabinoids, or hemp-derived consumer products in any location where the smoke, aerosol, or vapor would be inhaled by a minor. See State Legislation Sec. 9, MINN. STAT. § 342.09 subd. 1(7)(b)(9) or successor statute.

### **SECTION 4. PENALTY**

Subd. 1. Criminal Penalty. A violation of this ordinance shall be a petty misdemeanor [having a fine payable up to \\$300](#). Nothing in this ordinance prohibits the County from seeking prosecution for an alleged violation.

### **SECTION 5. SEVERABILITY**

If any section or provision of this ordinance is held invalid, such invalidity will not affect other sections or provisions that can be given force and effect without the invalidated section or provision.

### **SECTION 6. EFFECTIVE DATE**

This ordinance shall be in full force and effect from and after its passage and publications as required by law.

ADOPTED by the Pine County Board of Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Attest: \_\_\_\_\_  
David J. Minke, Pine County Administrator

**MINUTES  
OF  
Pine County Health & Human Services  
Advisory Committee  
August 17, 2023, 12:00 p.m.  
Pine County Courthouse, Board Room  
635 Northridge Drive NW  
Pine City, MN**

Members:

Commissioner Matt Ludwig  
Commissioner Steve Hallan

1. The meeting was called to order at 12:00 p.m. Present were Commissioners Hallan and Ludwig. Also present was Adriane Wimmer, Chemical Health Resource Coordinator; Sam Lo, Community Health Services Administrator; Barb Schmidt, Social Services Supervisor; Beth Jarvis, Social Services Supervisor; Becky Foss, HHS Director; and David Minke, County Administrator.
2. **Motion** by Commissioner Ludwig to approve the agenda. Second by Commissioner Hallan. Motion carried 2-0.
3. **Motion** by Commissioner Ludwig to approve the Minutes of the June 12, 2023 Health & Human Services Advisory Committee meeting. Second by Commissioner Hallan. Motion carried 2-0.
4. **Mobile Crisis Response Team**  
Becky reviewed the services offered to Pine County by Canvas Health. The service is divided into a crisis line and a mobile crisis team. The Region 7E Adult Mental Health Initiative (AMHI) [Pine, Isanti, Chisago, Kanabec and Mille Lacs Counties] holds the contract with Canvas Health for the services. It is funded through state funds allocated to Region 7E.

The mobile crisis “team” is usually one person available to respond. The response can be via telehealth or in person. An in-person response generally requires at least an hour response time.

5. **Mental Health Continuum Concerns**

The region and state continue to have a lack of high-needs beds, particularly for youth. One example of youth need was when a bed could not be found and had to go out of state. Another result is excessive Emergency Department stays. Counties need to continue to highlight this issue for legislators. Beth noted she has also seen an increase in the number of parents who do not want to take their kids back.

This issue has been a priority for the Association of Minnesota Counties, and **it was the consensus of the committee** to encourage continued support. It was noted Commissioner Lovgren is the county’s representative on the AMC HHS Committee.

Becky explained that one of the bottlenecks is getting a diagnostic assessment (DA) completed. The DA is needed before treatment can begin. Becky explained that one option would be to hire a Licensed Independent Clinical Social Worker (LICSW) who could complete the assessments. This position could be funded through insurance reimbursements.

Becky reviewed caseloads in the aging and disability unit and the need for additional staff. Two social workers could be added and funded with revenue from the case management so there would be no impact on the levy.

**6. Naloxone Access Point**

Sam reviewed the process to be a Naloxone distribution site. There is no cost to the county. Public Health will implement the program. Kits are provided by the Steve Rummeler Memorial Foundation and will be available from Public Health at the Courthouse and North Pine Government Center.

**7. 2024 Budget Preview**

Becky reviewed the preliminary 2024 budget. Overall deficit is \$83,136.

- Income Maintenance will use \$52,288 of MA unwinding funds to balance.
- Public Health has a deficit of \$90,460. Will use MIECHV funds to balance.
- Social Services has a deficit of \$83,186. Can use fund balance in the HHS fund and spending reductions to balance.

**8. Opioid Settlement Budget Update**

Sam reviewed the proposed spending for 2024. It has been reviewed by the Chemical Health Coalition and will be included in the HHS 2024 budget request.

Becky reviewed the impacts of adding the LICSW position and two social workers in ageing and disabilities unit based on caseloads.

9. Other- None

10. Next meeting TBD

**11. Adjourn**

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



## AGENDA REQUEST FORM

Date of Meeting: 09/05/2023



County Board

☐ Consent Agenda

☒ Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other \_\_\_\_\_

Agenda Item: Recap of the 2023 Pine County Operation Community Connect

Department: HHS

*Rebecca Foss*

Department Head signature

### Background information on Item:

The Pine County Operation Community Connect (OCC) was held on August 23rd at the Hinckley-Finlayson High School. Over 50 vendors/resources tabled at the event, and over 300 community members were in attendance.

### Action Requested:

None- the recap is for informational purposes only.

### Financial Impact:

The Pine County OCC is facilitated by HHS and the United Way. The event is funded through grants, contributions and donations.

We are called to make a healthy difference in people's lives.

# Pine County Board Report Fiscal Year 2023

Mitch Johnson, EMS Manager  
Allen (AJ) Skochenski, EMS Supervisor



**Essentia Health**



# Overview

## Sandstone Ops

-Pine City

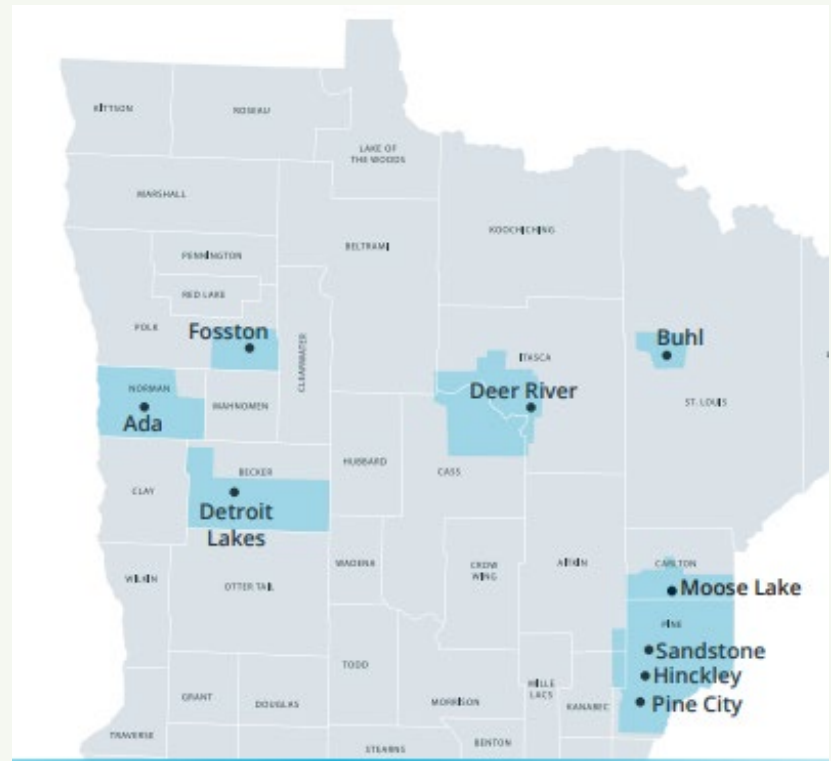
-Hinckley

-Sandstone

- Sandstone EMS operations is a department of Essentia Health EMS
- Responded to 4,325 requests for service (14.2% increase from FY 21)
- Three Base Locations
  - Sandstone
  - Hinckley
  - Pine City
- Service Area includes:
  - Portions of 3 counties
  - Casino
  - County Jail
  - Federal Correctional Facility
  - Mille Lacs Tribal Reservation
  - Portions of three state forests
  - Two state parks
  - Approximately 40 miles of Interstate 35

# Essentia Health EMS

- EMS Medical Direction
  - Medical Director
    - Dr. Chris Anderson MD- Fargo
  - Associate Medical Director
    - Dr. Brandon Drazich MD- Duluth
- 7 Ambulance Services
  - 9 base locations
- 150+ EMS clinicians
- 6 Community Paramedic Locations
- Respond to ~13,000 calls for service
- Centralized billing office
- Interfacility Dispatch Center
- 23 ambulances



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# Patient Care Advancements / Improvements



**Essentia Health**



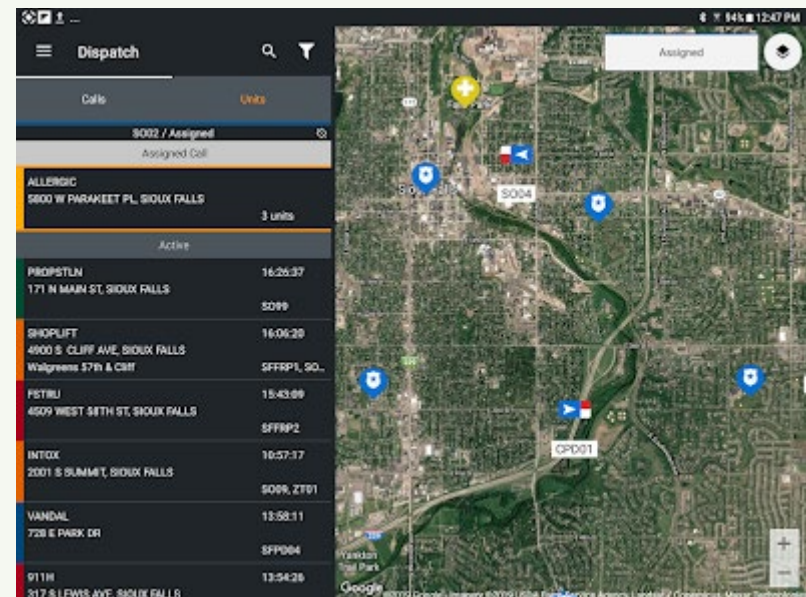


# New Ambulances

- 2022 Ford E-450  
Type III Ambulance
  - Wheeled Coach
  - Modular design
  - \$205,000 investment
- 2023 Ford E-450
  - Road Rescue
  - Modular Design
  - \$150,000 investment
  - Expected Oct 2023

# Computer-Aided Dispatch

- Integrated with Pine and Carlton County
- Tablets mounted in all ambulance
- Direct connection to live data from PSAP dispatchers
- ~\$10,000 investment





# Upgraded Patient Charting

- First EMS service in Minnesota to transition
- Second EMS service to go-live with NEMSIS 3.5 data
- Allows point of care documentation
- Faster and clearer picture of clinical care





# Revised Medical Guidelines

- Medical Directors reviewed all EMS guidelines
  - 500 + changes
  - Implemented “guidelines” vs “protocols”
  - Increased EMT scope of practice
  - Added to Paramedics
- New Medications
  - Droperidol
    - Behavioral Health
  - Tranexamic Acid (TXA)
    - Major Trauma / OB
  - Nicardipine
    - Stroke/CVA
  - Acetaminophen IV
    - Sepsis and Pain
  - Dextrose 10%
    - Diabetic Treatment

# Replacement of ARMER Radios

- Vehicle mounted radios (8 total)
- Portable handheld radios (25 total)
- Allows communication with all PSAP centers Essentia EMS Services
- Radio ID displays to PSAP centers





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# Recruitment / Staffing



**Essentia Health**



# Paramedic Recruitment

- Internal scholarship for Essentia EMS EMTs
  - Awarding \$12,000 to current EMTs to assist with Paramedic training in addition to corporately available tuition reimbursement
  - 3 Internal EMTs currently in program from Sandstone Region
  - 5 Sandstone Region paramedic's have been promoted through program



# Current Staffing

- 1 Full Time EMS Supervisor
- 1 Shared system-wide EMS Manager
- 12 Paramedics
  - 4 EMTs completing paramedic school (Fall 2023)
  - 2 EMTs starting paramedic school (Fall 2023)
- 16 EMTs



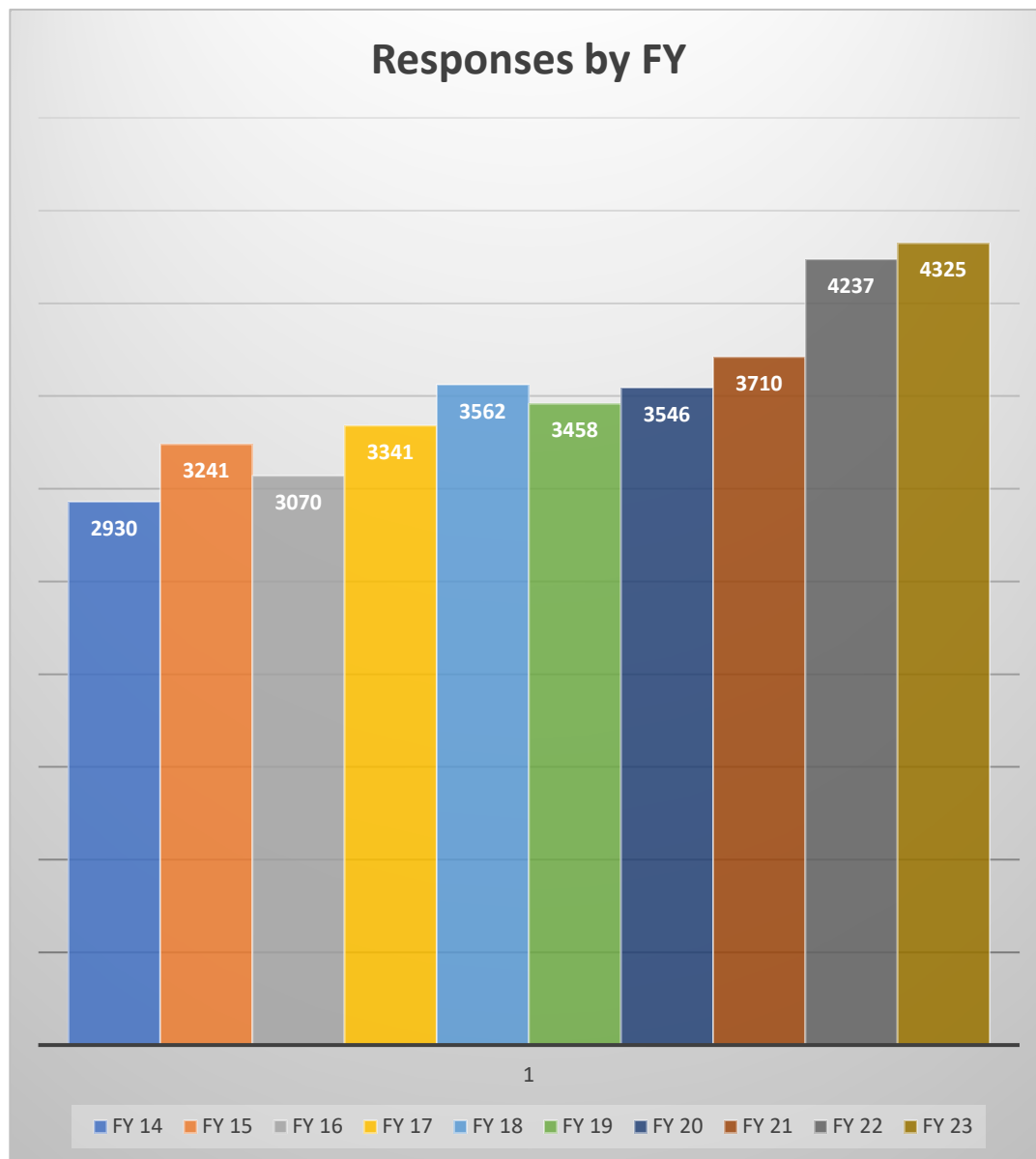
We are called to make a healthy difference in people's lives.

# Responses



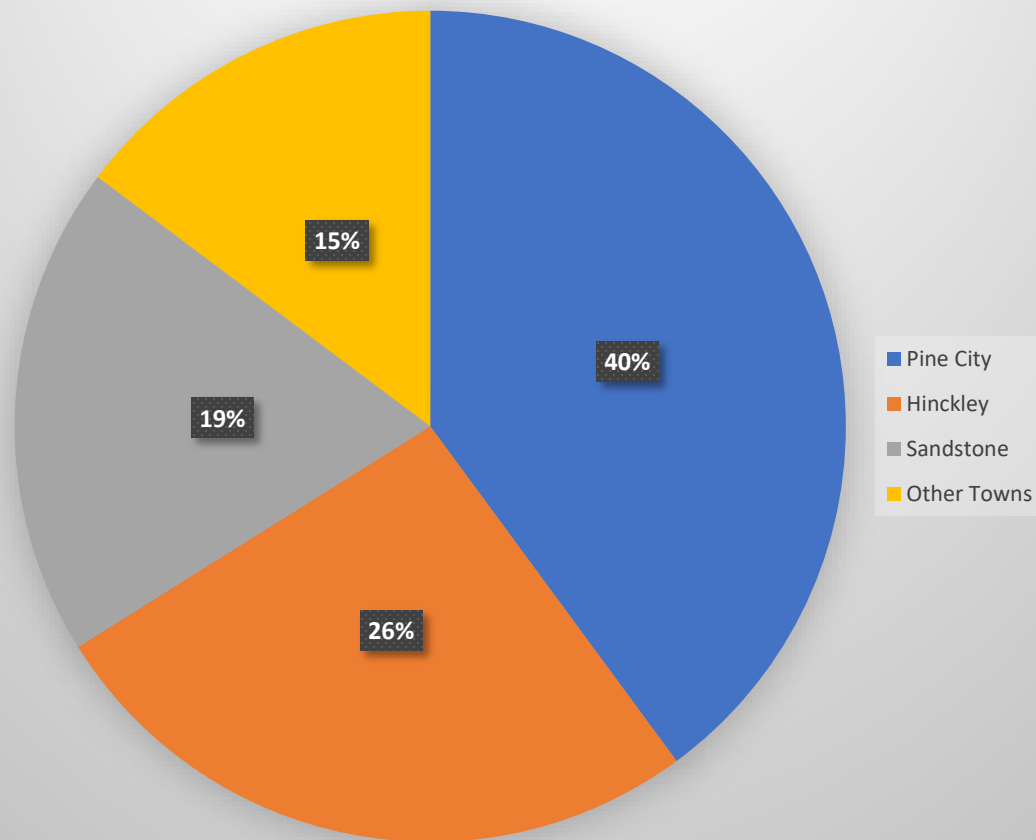
**Essentia Health**

# Last 10 fiscal years



# 911 calls for service

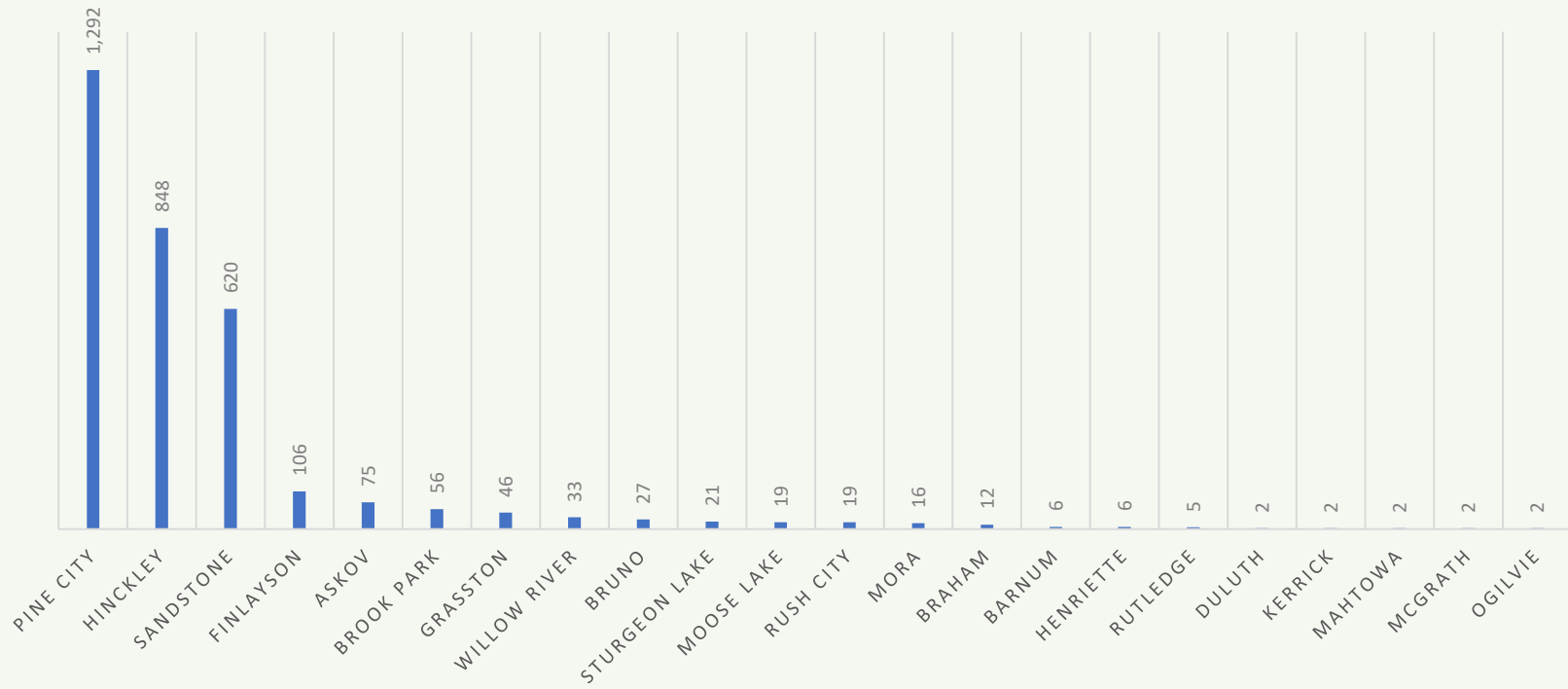
FY 23: 911 calls by Town (zip code)





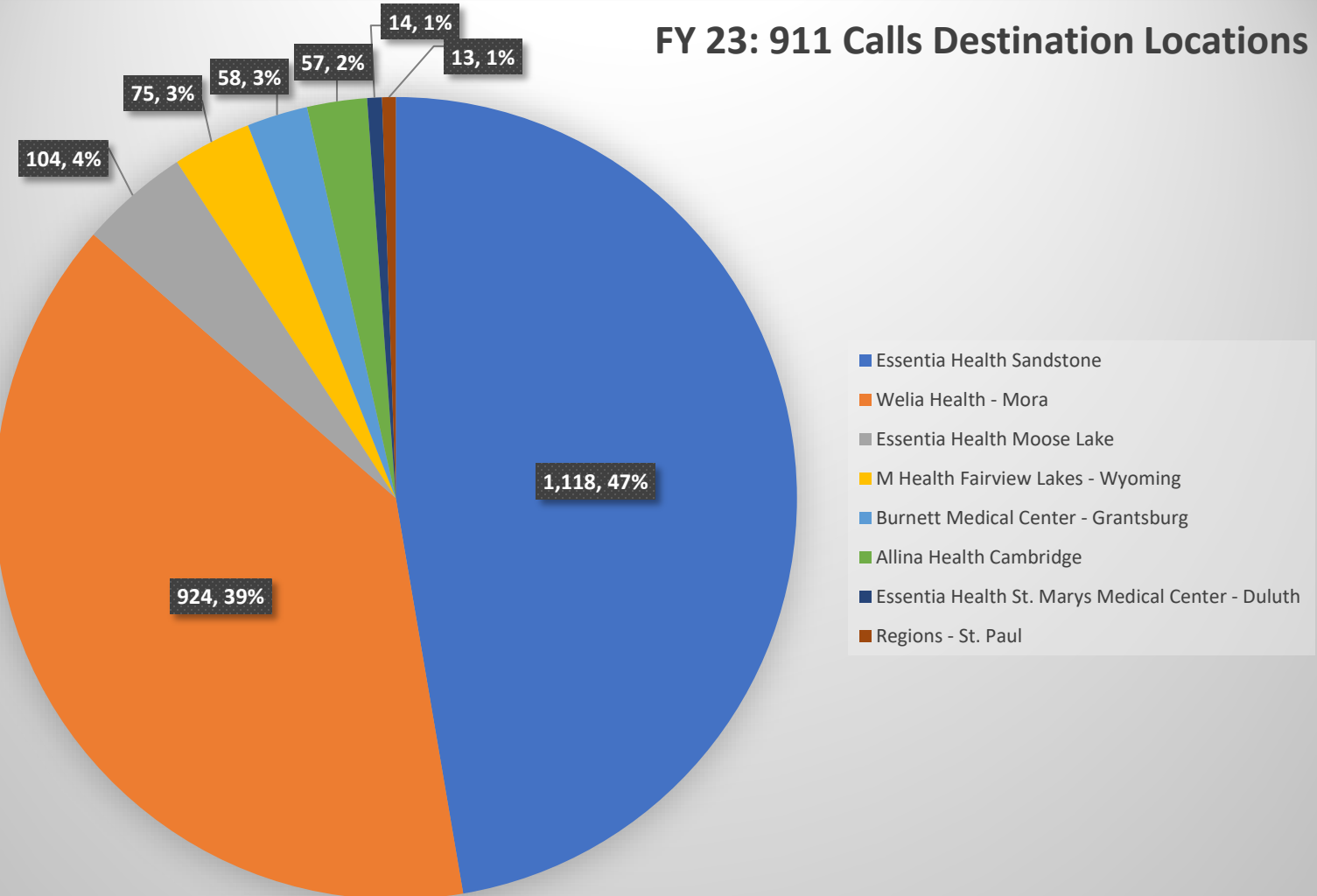
# FY 23: 911 calls by zip code

FY 23: 911 CALLS BY CITY



We are called to make a healthy difference in people's lives.

## FY 23: 911 Calls Destination Locations





We are called to make a healthy difference in people's lives.

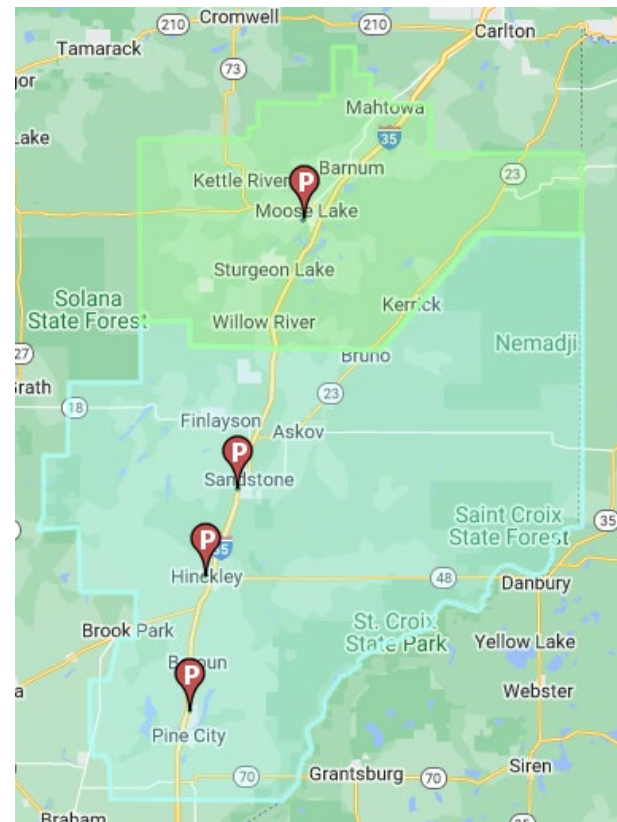
# Operational partnership between Sandstone and Moose Lake EMS



**Essentia Health**

# Essentia EMS I-35

- Partnership between Sandstone EMS (Sandstone, Hinckley, Pine City) and Moose Lake EMS
- 4 report to work locations (Base's)
  - Moose Lake, Sandstone, Hinckley, and Pine City
- Staging base in Willow River
- Combined 5,883 responses in FY 23
- 5 staffed Paramedic ambulances daily
- 8 physical ambulances
- 2 Paramedic Supervisors
- ~60 staff members
- ~1,900 sq. miles of coverage







## COUNTY BOARD AGENDA REQUEST

Date of Meeting: September 5, 2023

☐ Consent Agenda    ☒ Regular Agenda

Item Title: Snake River Watershed Update

Department: Administration

Department Head / Sponsor signature

### Background information on Item:

Pine County is a member of three agreements related to water planning in the Snake River Watershed:

- 1) Snake River Watershed Management Board (SRWMB). This Joint Powers Agreement was established in 1993 between the counties of Aitkin, Kanabec, Mille Lacs, and Pine to implement the water plan formed under MS 103B.301 – 103B.355. The four counties have contributed an annual assessment based on area in the watershed. The yearly amount for Pine has been \$9,968 and the total amount contributed annually by the four counties has been nearly \$50,000.
- 2) Snake River Watershed Policy Committee. This policy committee was established in early 2020 through a Memorandum of Agreement (MOA) between Aitkin, Kanabec, Mille Lacs, and Pine counties and the Soil and Water Conservation Districts of those four counties. The purpose of the agreement was to develop a coordinated watershed management plan under MS 103B for the Snake River Watershed that could be adopted by the local units of government within the watershed. The policy committee has completed the water plan and the plan has been adopted by all members of the MOA and approved by the Minnesota Board of Water and Soil Resources (BWSR). The adopted plan contemplates a new board—The Snake River Watershed Plan Partnership—will be formed to implement the adopted water management plan.
- 3) Snake River Watershed Plan Partnership (SRWPP). This organization was formed through a Joint Powers Agreement (JPA) for the purpose of implementing the water management plan for the Snake River Watershed and exercising the powers of the members under MS 103B. This JPA organization will also have access to the BWSR funding—over \$1 million for the next two years. As of August 28, 2023, Pine County and the SWCDs from Aitkin, Kanabec, Mille Lacs, and Pine have approved the JPA. Aitkin, Kanabec, and Mille Lacs have not approved the JPA but are planning additional discussion on the topic in the next month. It is the intent of the five member parties to hold the first SRWPP meeting on Monday, September 25, 2023.

## **Unresolved Issues**

- 1) Status of the SRWMB. With the creation of the SRWPP, Pine and the other counties are members of two JPAs which are both tasked with implementing the requirements of MS 103B. Clearly this is a duplication. At the August 28, 2023 meeting of the SRWMB, Commissioner Lovgren recommended that the SRWMB consider dissolution under section X (B) of the JPA. The other board members were not supportive, and it was suggested Pine could simply withdraw. It was noted at the August 28, 2023 meeting that the SRWMB holds approximately \$179,000. If the organization dissolves, any remaining funds are distributed to the members based on contribution rate (Pine is 20.5%). The JPA is silent on return of any funds should a member withdraw.

Withdrawing and leaving Pine County's contributed funds is not a good option. More viable options include formally petitioning for dissolution which would require the SRWMB to notify BWSR and to hold a public hearing on the dissolution. The dissolution process requires at least 90 days. Alternatively, Pine could withdraw if the SRWMB were to agree to refund Pine's share of remaining funds.

- 2) Pine County Representative and Alternate on the SRWPP. The SRWPP provides that each member can appoint a representative and an alternate. The current appointment to the SRWMB and the Policy Committee is Commissioner Lovgren and the alternate to both is Commissioner Mohr.

The board should formally appoint a representative and alternate to the SRWPP in preparation for the September 25, 2023 meeting.

## **Action Requested**

- Consider Motion to petition the SRWMB for dissolution under Section X of the Joint Powers Agreement.
- Consider Appointment of representative and alternate to the Snake River Watershed Plan Partnership.

**Pine County Housing & Redevelopment / Economic Development Authority**  
**Meeting Minutes – August 23, 2023 1:00 PM**  
**North Pine Government Center - 1602 Hwy 23 No., Sandstone, Minnesota**

**Members present:** Mary Kay Sloan, Traver Gahler, Leah Jackson, Henry Fischer

**Members absent:** Rick Lewis

**Pine County Commissioners present:** Matt Ludwig, JJ Waldhalm

**Others present:** HRA/EDA Executive Director/County Administrator David Minke, Economic Development Coordinator Lezlie Sauter, Attending via video, Andy Hering of Redpath & Company, and President of SMR Management, Inc. Joleen Pfau.

1. Chair Sloan called the meeting to order at 1:00 PM.
2. The pledge of allegiance was said.
3. There were no public comments.
4. *Motion by Gahler to approve the agenda, seconded by Jackson. Motion carried 3-0.*
5. *Motion by Gahler, seconded by Jackson to approve minutes of the July 26, 2023, board meeting. Motion carried 3-0.*
6. The board has been invited to attend the Non-Traditional Lender Luncheon on September 6<sup>th</sup> at the Braham Community Center.
7. The HRA/EDA Commissioners' expense claims forms were reviewed. *Motion by Jackson, seconded by Gahler to approve expenses as presented. Motion carried 3-0.*
8. Operational Reports (SMR Management)
  - 8.1 The management and financial reports for July were presented by Pfau, noting the balance sheet which shows total assets of \$1,411,217.75, net worth of \$1,395,863.57 and total liability and net worth of \$1,411,217.75 The income statement through July 2023 shows total income of \$178,965.36, total expenses of \$109,640.86 and a net income of \$69,324.50.

Pfau also gave an update on the seal coating project, the rain gutter project and the circuit breaker project. The Facilities Committee met to discuss the security cameras, and they are working on finding contractors who can utilize the existing cameras and system to get it running. *Motion by Jackson to accept the reports as presented, seconded by Gahler. Motion carried 3-0.*

Fischer joined the meeting at 1:12 PM.

9. 2022 Audit Presentation

Andy Hering from Redpath & Company presented the 2022 HRA-EDA audit. He noted that the audit received an unmodified opinion, the HRA/EDA ended the year with an increase in funds, and operating expenses were lower than the prior year. There were two findings (1) lack of documentation for some expenditures and (2) segregation of

duties. Both findings related to Integrity management. The HRA-EDA terminated the contract with Integrity and Hired SMR Management starting in May, 2022.

*Motion by Gahler to maintain the security deposit account at the level required and to transfer excess security deposit funds into the operating account on an ongoing basis. seconded by Jackson. Motion carried 4-0.*

*Motion by Jackson, seconded by Sloan to accept the audit as presented. Motion carried 4-0.*

10. North Court Apartments

Minke presented the final purchase agreement terms, as negotiated with North Court Apartments, to acquire an 8-unit HUD subsidized apartment building, located at 401 Court Ave. N. in Sandstone. *Motion by Gahler, seconded by Jackson to approve the purchase agreement. Motion carried 4-0.*

11. Development Project Updates

Sauter reviewed the Minnesota Cities Participation Program Usage Report

12. Committee Reports

12.1 Facility Management: Committee met on the security cameras.

12.2 Board Policies: nothing to report.

12.3 Housing and Development Projects: Notes from the August 14 meeting included discussion on the Kerrick blight property, the upcoming business survey and, the program design for Pine County HRA/EDA Small Business Assistance Partnership grant.

13. Member Reports/Updates

No updates to report.

14. Adjourn With no further business, the meeting was adjourned at 1:59 PM

Next regularly scheduled HRA-EDA board meeting will be on September 27, with a special meeting for a training session at 11:30 AM and the regular meeting starting at 1PM, at the North Pine Government Center, Sandstone, Minnesota.

ATTEST:

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David J. Minke  
Executive Director

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Mary Kay Sloan  
Board Chair