

# **ADDITIONS/REVISIONS/CORRECTIONS**

**Regular / Organizational Meeting  
January 3, 2023**

## **Additional Information**

- A. December 28, 2022 Unapproved Minutes of the Pine County Housing & Redevelopment Authority – Economic Development Authority

**UNAPPROVED**  
**Pine County Housing & Redevelopment / Economic Development Authority**  
**Meeting Minutes – December 28, 2022 1:00 PM**  
**North Pine Government Center - 1602 Hwy 23 No., Sandstone, Minnesota**

**Members present:** Mary Kay Sloan, Henry Fischer, Leaha Jackson, Traver Gahler, Rick Lewis

**Members absent:** None

**Pine County Commissioners present:** J.J. Waldhalm, Matt Ludwig

**Others present:** Pine County Sheriff Jeff Nelson, Pine County Attorney Reese Frederickson, HRA/EDA Executive Director/County Administrator David Minke. Attending via video, President of SMR Management, Inc. Joleen Pfau (video), Economic Development Coordinator Lezlie Sauter (video), Pine County Auditor/Treasurer Kelly Schroeder (video).

1. Chair Sloan called the meeting to order at 1:00 PM.
2. The pledge of allegiance was said.
3. Newly appointed member Rick Lewis was introduced and Chair Sloan presented his certificate of appointment.
4. No public comments were received.
5. *Motion by Fischer to approve the agenda, seconded by Jackson. Motion carried 5-0.*
6. *Motion by Jackson, seconded by Gahler to approve minutes of the November 23, 2022 board meeting. Motion carried 5-0.*
7. There was no correspondence.
8. The HRA/EDA Commissioners' expense claims forms were reviewed. *Motion by Gahler, seconded by Fischer to approve expenses as presented. Motion carried 5-0.*
9. Operational Reports (SMR Management)  
The management and financial reports were presented by Pfau, noting that the gutters have been installed. The account at Northview Bank has been closed. A cashier's check for \$116,781.30 was deposited in the Frandsen Bank account and then a check in the amount of \$100,000 was issued to the Wells Fargo investment account. The account at members credit union will remain open until august when the CD matures.  
*Motion by Fischer, seconded by Jackson to accept the reports as presented. Motion carried 5-0.*
10. Audit Findings Follow up with County Attorney and County Sheriff  
The board discussed the status of the investigation into undocumented and questionable expenses identified in the 2019, 2020, and 2021 audits. The consensus of the board was to continue the investigation.
11. Committee Reports
  - 11.1 Chair Sloan appointed Rick Lewis to the Housing and Development Projects Committee.
  - 11.2 Facility Management: The committee will meet in January to review the 10-year Capital Improvement Plan.

11.3 Board Policies: None

11.4 Housing and Development Projects

Sauter updated the board on various projects and reviewed the boards strategic plan. Fischer suggested reviewing the goals on a quarterly basis.

12. Adjourn With no further business, the meeting was adjourned at 2:25 PM

Next Regular Meeting, January 25, 2023 - 1:00 pm, 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



## **AGENDA**

### ***PINE COUNTY BOARD OF COMMISSIONERS ORGANIZATIONAL and REGULAR MEETING***

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

**Tuesday, January 3, 2023, 10:00 a.m.**  
**Board Room, Pine County Courthouse**  
**635 Northridge Drive NW**  
**Pine City, Minnesota**

#### **Notice of Participation via Interactive Technology**

Pine County Commissioner JJ Waldhalm will be attending the Pine County Board of Commissioners Regular and Organizational Meeting on Tuesday, January 3, 2023 at 10:00 a.m. via interactive technology, pursuant to Minnesota Statute 13D.02.

- Commissioner Waldhalm will be seen and heard at the meeting via electronic means and will participate from 904 Calle Cruz Roja, Barrio Obrerro, Arecibo PR, a location open and accessible to the public.

*The public is invited to join the meeting in person or remotely: by phone call 1-312-626-6799 (access code): 989 3723 6982, (password): 5911400. 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.*

- A) Call meeting to order (County Administrator)
- B) Pledge of Allegiance
- C) Election of County Board Chair and Vice-Chair for 2023
- D) 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.
- E) Adopt Agenda
- F) 2023 Board and Committee Appointments
- G) 2023 County Board Schedule
- H) Approve Minutes of December 20, 2022 County Board Meeting and Summary for publication.
- I) Minutes of Boards, Committees and Correspondence
  - Pine County Land Surveyor Monthly Report – December, 2022
  - Pine County Zoning Board Minutes – November 17, 2022

J) Approve Consent Items

**CONSENT AGENDA**

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

**1. Applications**

Consider approval of the following applications:

A. Temporary Wine/Beer License Application

- i. Erica Roy-Nyline for an event at Osprey Wilds Environmental Center, 54165 Audubon Dr, Sandstone for an event on January 28, 2023

B. Abatement Application

- i. Minnesota DNR, PID 13.0330.000, Finlayson Township.

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

Review and consider approval of commissioner expense claim form.

**3. Donations**

Consider acceptance of the following donations:

A. Anonymous \$150 donation designated for veteran outreach

- B. \$23,000 donation / December 16, 2022 for 1<sup>st</sup> quarter 2023 from Grand Casino Hinckley for Sheriff's Office general operations

**4. Contracts**

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

A. Microsoft 365 Contract

Consider approval of a three-year Microsoft 365 contract and authorize payment in the amount of \$356,774.40, annually, for three years starting in 2023.

B. 2023 Central Minnesota Jobs and Training Services Contract

Consider contract with Central Minnesota Jobs & Training Services to provide jobs and training services to eligible Pine County clients. Funds expended will not exceed \$285,865.

**5. Bank Depositories**

Acknowledge the banks used by Pine County as its depositories:

A. primary checking and money market accounts are held at Frandsen Bank & Trust;

- B. secondary checking and money market accounts are held at Stearns Bank; Stearns is the depository for individuals making their tax and other payments online.

- C. State and Federal payments are automatically deposited into the Minnesota Association of Governments Investing for Counties (MAGIC) account. The cash assets not needed for immediate use are transferred to and held in this account due to it having the highest interest rate of all liquid accounts. These funds are held in this account until transferred to Frandsen for general use.

- D. Due to the capital improvements projects planned during the 2020 bonding refunding, Pine County also has funds in escrow at Ehlers & Associates (which is invested through Ameritrade). This account is set to close on January 3, 2023 as all projects have been completed.

**6. Personnel (Transfer)**

A. Consider the internal transfer of Sara Drexl to the Child Support Office Support Specialist position, effective January 4, 2023. No change in grade or pay.

**7. New Hire**

A. Consider approval of the hiring of Children's Mental Health Social Worker Deanna Williams, effective January 9, 2023, \$27.53 per hour, grade 10, step 2, contingent upon successful background check.

**8. Training**

A. Consider attendance at the AMC Legislative Conference for David Minke, county administrator and any commissioner who desires to attend, February 21-23, 2023, St. Paul, Minnesota. Registration: \$350 per attendee, Lodging \$175 per night plus tax, Meals: \$34 per day. Funds are available in the 2023 Administrator and Commissioner budget respectively.

**REGULAR AGENDA**

**1. Consider Bid for Official Publication for 2023**

Award bid.

**2. Extension Committee Board Appointment**

Consider appointing/reappointing two individuals to serve on the Extension Committee for 3-year terms effective January 3, 2023 – December 31, 2025.

**3. Resolution in Support of Equitable and Sustainable Funding for County Probation**

Consider approval of Resolution 2023-01 supporting the Community Supervision Work Group and requesting the Legislature to pass a new funding formula and significant appropriation. Authorize Board Chair and County Administrator to sign.

**Recess** Regular Board meeting and Convene Rail Authority meeting.

**4. Pine County Regional Railroad Authority Annual Meeting**

Appoint Chair, Vice Chair, Secretary and Treasurer

(2022 appointments were Chair: Steve Hallan; Vice Chair: Josh Mohr;

Secretary: County Administrator David Minke/non-voting; and Treasurer: Auditor/Treasurer Kelly Schroeder/non-voting)

Discussion of Regional Rail Authority business (if any).

**Adjourn** Rail meeting and Reconvene County Board meeting.

**5. Commissioner Updates**

Arrowhead Counties Association

Snake River Watershed Management Board & 1W1P

NLX: Cancelled

Housing Redevelopment Authority/Economic Development Authority (HRA/EDA)

Northeast Emergency Communications Board/Radio Advisory Committee

Central MN EMS Joint Powers Board

Other

**6. Other**

**7. Upcoming Meetings (Subject to Change) – Contact the hosting organization to confirm meeting time and location.**

- a. Pine County Organizational and Regular Board Meeting, Tuesday, January 3, 2023, 10:00 a.m., Board Room, Courthouse, Pine City, Minnesota
- b. Personnel Committee, Monday, January 9, 2023, 9:00 a.m.
- c. Soil & Water Conservation District, Wednesday, January 11, 2023, 1610 Hwy. 23 No, Sandstone
- d. Chemical Health Coalition, Thursday, January 12, 2023, 4:00 p.m.
- e. Pine County Board Meeting, Tuesday, January 17, 2023, 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota

**8. Adjourn**

## 2023 Board and Committee Appointments

	<b>2022 Representative</b>	<b>2022 Alternate</b>	<b>2023 Representative</b>	<b>2023 Alternate</b>
AMC Committee – Environment & Natural Resources	Mohr			
AMC Committee – General Government	Waldhalm			
AMC Committee – Health & Human Services	Lovgren			
AMC Committee – Public Safety Policy Committee	Ludwig			
AMC Committee – Transportation & Infrastructure	Hallan			
AMC Committee – Indian Affairs Advisory Council	Hallan	Lovgren		
AMC Delegate Appointments (county is authorized 1 delegate for each commissioner and three additional delegates)	Hallan, Mohr, Lovgren, Waldhalm, Ludwig, LeBrun, Foss, Minke			
1W1P Policy Committee - Kettle River & Upper St. Croix	Ludwig	Waldhalm		
1W1P Policy Committee – Lower St. Croix	Hallan	Mohr		
1W1P Policy Committee - Nemadji	Ludwig	Waldhalm		
1W1P Policy Committee - Snake River	Lovgren	Mohr		
1W1P Technical Committee – Lower St. Croix 1W1P Technical Committee - Nemadji 1W1P Technical Committee - Snake River	Land and Resources Manager			
Arrowhead Counties Association (ACA)	All	Ludwig		
Central MN Jobs and Training Service	Hallan	Ludwig		
Central Regional EMS Committee	Ludwig	Waldhalm		
East Central Regional Development Commission (ECRDC)	Waldhalm	Hallan		
East Central Regional Juvenile Center (ECRJC) Advisory Committee	Ludwig	Waldhalm		
East Central Regional Library	Lovgren	Mohr		
East Central Solid Waste Commission (ECSWC)	Hallan	Ludwig		
Extension Committee	Lovgren/Mohr			
Fiber-Optic Joint Power Board	Hallan	Mohr		



GPS 45:93 Joint Powers Board	Economic Development Coordinator Lezlie Sauter	County Administrator David Minke		
Greater Minnesota Parks and Trails (GMPT)				
Highway 23 Coalition	Lovgren/Waldhalm			
Lakes and Pines Community Action Council (CAC)	Hallan	Waldhalm		
Law Library	Mohr	Waldhalm		
Minnesota Counties Intergovernmental Trust (MCIT)	Minke/Hallan			
Northeast Minnesota Area Transportation Partnership	Hallan	Waldhalm		
Northeast Minnesota Regional Emergency Communications Board	Hallan	Chief Deputy Scott Grice		
Northeast Minnesota Regional Advisory Committee (RAC)	Sheriff Jeff Nelson	Chief Deputy Scott Grice		
NLX	Ludwig	Lovgren		
Pine County Housing and Redevelopment Authority/Economic Development Authority Liaison	Ludwig/Waldhalm			
<del>Rush Line Corridor Task Force</del>	Waldhalm	Mohr	Remove	Remove
Snake River Watershed Joint Powers Board	Lovgren	Mohr		
Soil & Water Conservation District Liaison	Waldhalm	Mohr		
State Community Health Services Advisory Committee (SCHSAC)	Lovgren	Community Health Services Administrator Samantha Lo		
<b>COUNTY ESTABLISHED COMMITTEES</b> <i>County Board Chair Appointment</i>	<b>2022 Appointment</b>	<b>2022 Alternate</b>	<b>2023 Appointment</b>	<b>2023 Alternate</b>
Canvassing Board	Hallan/Ludwig	Mohr		
Facilities Committee	Ludwig/Waldhalm			
Finance and Investment Committee	Ludwig/Hallan			
Health & Human Services	Hallan/Ludwig			

Insurance Committee	Lovgren/Ludwig			
Land/ <del>Zoning</del> Advisory Committee (Name change for 2023) <del>*Liaison to Planning Commission</del>	Lovgren/Ludwig*		Lovgren/Ludwig	
Mille Lacs Band of Ojibwe Liaison	Hallan/Lovgren			
Negotiations (Labor Relations) Committee	Ludwig/Mohr			
Personnel Committee	Mohr/Ludwig	Hallan		
Pine County Chemical Health Coalition	Ludwig/Lovgren			
Public Safety Committee	Waldhalm/Ludwig			
Technology Committee	Hallan/Mohr			
Transportation Committee	Hallan/Waldhalm			
Liaison to Zoning Board (new name in 2023) (change from Liaison to Planning Commission)	Ludwig		Ludwig	
Equal Employment Opportunity Coordinator required by section 3.2 of the County Policy and Procedure Manual	Jackie Koivisto			

# **WORKING DRAFT**

TO BE CONSIDERED FOR ADOPTION AT ITS  
JANUARY 3, 2023 MEETING

## **2023 Pine County Board of Commissioner Meeting Schedule**

- Regular meetings of the Pine County Board of Commissioners are at 10:00 a.m. on the first and third Tuesday of the month except as noted below. Regular meetings will be conducted in person and via electronic means. Information to join electronically will be posted on the county website.
- The meetings on the first Tuesday of the month begin at 10:00 a.m. and are held at the Pine County Courthouse, Boardroom, Pine City;
- The meetings on the third Tuesday of the month begin at 10:00 a.m. and are held at the North Pine Government Center, 1602 Hwy 23 No., Sandstone.

### **Projected dates if 1<sup>st</sup> & 3<sup>rd</sup> Tuesdays:**

January 3<sup>rd</sup> and 17<sup>th</sup> (Commissioner Hallan has noted he is unavailable January 17<sup>th</sup>. Commissioners could set the regular meeting date for January 24<sup>th</sup>.)

February 7<sup>th</sup> and 21<sup>st</sup>

March 7<sup>th</sup> and 21<sup>st</sup>

April 4<sup>th</sup> and 18<sup>th</sup>

May 2<sup>nd</sup> and 16<sup>th</sup>

June 6<sup>th</sup> and 20<sup>th</sup>

July 5<sup>th</sup> and 18<sup>th</sup> (July 4<sup>th</sup> is the Independence Day Holiday. Wednesday, July 5<sup>th</sup> is the next business day.)

August 1<sup>st</sup> and 15<sup>th</sup>

September 5<sup>th</sup> and 19<sup>th</sup>

October 3<sup>rd</sup> and 17<sup>th</sup>

November 7<sup>th</sup> and 21<sup>st</sup>

December 7<sup>th</sup> and 19<sup>th</sup> (The change of date to December 7<sup>th</sup> is due to the Association of Minnesota Counties Annual Conference scheduled for December 4-6, 2023.)

Board of Equalization, June 12, 2023 at 6:00 p.m., Pine County Courthouse, Boardroom, Pine City.

Truth in Taxation, December 7, 2023, at 6:00 p.m., Pine County Courthouse, Boardroom, Pine City. This meeting is required by MS 275.065 and must be held between November 25 and December 30. The meeting may not start before 6:00 PM.

### **County Board Committee Meetings**

Facilities	1st Wednesday of even numbered months (February, April, June, August, October, December) – 9 a.m.
HHS	As needed (typically 3-4 times per year)
Personnel	Monday prior to the third Tuesday of the month -- 9:00 a.m.
Technology	4 <sup>th</sup> Tuesday of odd numbered months (January, March, May, July, September, November) – 9:00 a.m.

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

**Tuesday, December 20, 2022 - 10:00 a.m.  
North Pine Government Center, 1602 Highway 23 No, Sandstone, Minnesota**

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

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

The Pledge of Allegiance was said.

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

Chair Hallan requested the following revisions to the agenda:

**Correction:** Consent Agenda Item 2: November 2022 Disbursements/Claims over \$2,000  
The correct number of claims under \$2,000 is 529.

**Addition:** Regular Agenda Item 4.1: Winter Storm Event and Recovery Update  
Consider Resolution 2022-65 Declaring a Local Emergency

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

The Truth in Taxation Minutes contained an inaccuracy and will be corrected to reflect Patrice (not Patrick) Winfield in attendance.

**Motion** by Commissioner Lovgren to approve the Minutes of the December 8, 2022 County Board Meeting and Summary for publication and the corrected December 8, 2022 Truth in Taxation Minutes. Second by Commissioner Mohr. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence

Pine County Chemical Health Coalition Minutes – November 10, 2022

Department of Human Services correspondence – December 6, 2022

**Motion** by Commissioner Ludwig to approve the Minutes of Boards, Reports and Correspondence. Second by Commissioner Mohr. Motion carried 5-0.

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

**CONSENT AGENDA**

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

<b>Fund</b>	<b>November 30, 2021</b>	<b>November 30, 2022</b>	<b>Increase/Decrease</b>
General Fund	8,518,833	8,070,120	(448,713)

Health and Human Services Fund	3,352,256	3,870,057	517,801
Road and Bridge Fund	1,376,754	2,069,312	692,558
COVID Relief	2,571,371	4,483,628	1,912,258
Land	2,311,345	2,781,741	470,396
Self Insurance	595,106	4,166	(590,941)
TOTAL (inc non-major funds)	21,608,740	24,603,732	2,994,992

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

The following vendors with claims of \$2,000 or more, and 529 claims under \$2,000 or not needing approval totaling 6,785,558.37 were paid during the month of November 1-November 30, 2022: Advanced Correctional Healthcare, Inc, 30,808.18; AMAZON CAPITAL SERVICES, 6,832.33; Aml Cleaning Service, Inc 4,000.00; Anoka Co Juv Ctr-Shelter & Dia 8,120.00; ANOKA COUNTY TREASURY OFFICE 12,875.00; Arlen Krantz Ford Inc 2,854.17; Askov Deep Rock 3,404.30; BLUE CROSS & BLUE SHIELD OF MINNESOTA 4,420.00; Cavallin Inc 3,177.93; Central Mn Jobs & Training Services 19,119.82; Chamberlain Oil Co., Inc 5,929.07; Cleanitsupply.com - Cardmember Service 2,090.99; CLOQUET RIVERSIDE RECYCLING, INC 6,875.70; D. Schlomka, Inc. 25,600.00; Dhs Maps Ccdtf 4,974.55; Dhs Maps Mmis Cd Maxis 998 6,105.30; DIAMOND SURFACE INC 3,721.60; DSC Communications 28,097.34; East Central Energy Of Braham 17,968.03; East Central Reg Juvenile Center 8,669.00; East Central Solid Waste Comm 4,037.02; Ehlers & Associates, Inc 2,800.00; Emergency Automotive Technologies, Inc 9,663.20; ERICKSON ENGINEERING CO LLC 7,040.50; EVERGREEN RECYCLING LLC 3,931.67; Family Alternatives 10,495.66; Family Pathways - North Branch 6,180.00; Federal National Mortgage Association 135,026.41; GUARDIAN 9,460.01; JSB Construction Inc 13,872.06; Knife River Corp 1,443,204.91; KY Interpreting Services 2,377.50; Lakes & Pines Comm Act Council 6,258.59; Laveau's Excavating 18,900.00; LeadsOnline LLC 2,772.00; LHB INC 4,987.50; Lighthouse Child & Family Services, LLC 6,598.20; Mactek Systems Inc 3,826.00; MADISON NATIONAL LIFE INS CO INC 4,072.03; MEDSURETY, LLC 6,177.55; MEMBERS COOPERATIVE CREDIT UNION 5,861.54; Mille Lacs Band Family Services 13,715.10; MINNESOTA ENERGY RESOURCES CORP 18,967.04; MINNESOTA POLLUTION CONTROL AGENCY 50,459.16; MINNESOTA POWER 2,483.04; Mn Depart Of Transportation 13,625.50; Mn State Auditor 75,460.00; MSA PROFESSIONAL SERVICES INC 12,854.26; Newman Traffic Signs 13,790.42; NORTHSTAR MEDIA INC 6,823.35; Nuss Truck Group Inc 9,972.62; Obi's Outdoor Maintenance 3,500.00; OFFICE OF MN.IT SERVICES 6,779.08; PennyMac Loan Services, LLC 73,797.63; Phase Inc (Pc Dac) Dac 2,009.22; Pine City Water And Sewer 2,582.57; Pine Co Agricultural Society 10,000.00; PRECISION GRADE LLC 22,750.00; PREMIER OUTDOOR SERVICES OF MINNESOTA 4,750.00; QUALTEK 2,500.00; Regents Of The U Of Mn 29,862.25; Richards Transportation Service Inc 2,070.00; Roberts Excavating 13,800.00; Ron's Roll-Off Service 2,600.00; Schools In-Cardmember Service 2,319.56; SEACHANGE PRINT INNOVATIONS 4,566.78; Slims Texaco Service 4,849.11; Solid Oak Financial Services, LLC 4,050.00; Sue's Bus Service Inc 4,843.80; Summerland Excavating, Inc 6,412.50; SUMMIT FOOD SERVICE MANAGEMENT LLC 20,498.73; SYLVESTER CUSTOM GRINDING INC 7,771.94; TEAMSTERS JOINT COUNCIL 32 4,365.00; TYLER TECHNOLOGIES INC 11,505.00;

UNITEDHEALTH GROUP 321,088.96; Veolia Environmental Services 26,516.46; Verizon Wireless 10,602.14; Village Ranch Residential Facility 6,065.46; West Group 2,162.46; WSB AND ASSOCIATES 16,715.63; Ziegler Inc. 16,911.30

3. **Applications**

Approve the following:

A. **Temporary Wine License**

- i. Minnesota Climbers Association for an event at Osprey Wilds Environmental Center, 54165 Audubon Dr, Sandstone, January 6-8, 2023.

B. **Tobacco License**

- i. Rocking K Lazy E LLC DBA Banning Junction Off Sale, 60684 State Highway 23, Finlayson

C. **Pawnshop License**

- i. Gerald Phillips DBA Northern Pawn Shop, 60622 State Highway 23, Finlayson

D. **Disaster Abatement**

- i. Philip & Kathy Sheppard, PID 01.0112.000, 39998 Barry Ln, Arlone Twp.
- ii. Evergreen Park, LLC, PID 15.113.000, 330 Night Heron Dr, Hinckley Twp.
- iii. Kenneth Stachowski, PID 28.0147.000, 21624 Aubrecht Shores Dr, Pokegama Twp
- iv. Hughes Land & Property, PID 28.0198.000, 19072 Homestead Rd, Pokegama Twp
- v. Alison Hall & Chad Hughes, PID 28.0646.000, 18709 Bay Ln S, Pokegama Twp
- vi. Dale & Elaine Krueger, PID 28.0647.000, 18691 Bay Ln S, Pokegama Twp
- vii. Scott & Mary Lou Olson, PID 28.5100.000, 15590 Edgewater Rd NE, Pokegama Twp
- viii. Donald & Donna Siebendaler, PID 28.5208.000, 18904 Edgewater Rd NE, Pokegama Twp
- ix. Renee St. Louis & Andrew Edgell, PID 28.5210.000, 18990 Edgewater Rd NE, Pokegama Twp
- x. Kelly Byrkit, PID 28.5511.000, 17438 Peggy Ln, Pokegama Twp
- xi. Forever Herky, LLC, PID 28.5726.000, 23097 Freeway Blvd, Pokegama Twp
- xii. Dennis & Sandra Bonk, PID 43.0328.000, 5363 State Highway 70, Rock Creek

E. **2023 Waste Hauler Licenses**

Cloquet Sanitary Service, Quality Disposal Systems Inc, Jim's Mille Lacs Disposal Inc, Curt's Rolloffs, STEMM Enterprises DBA Holdt's Disposal LLC, LePage & Sons, Matt's Sanitation, Mike's Sanitation, Nordstrom's Sanitation, LLC, Hartl Enterprises, LLC DBA Ron's Roll Offs, SKB Environmental Cloquet Landfill, Inc, Talon Sanitation LLC, Tri-Township Disposal District, Vanderpoel Disposal, Veit Disposal Systems, O'Brien Transport

4. **Donations**

Accept the following donations:

- A. \$7,000 donation from the Rock Creek Lions to be put towards the purchase of a new veteran's van.
- B. \$500 donation from Cabak Law, LLC designated to the Benjamin Neel Gun Range.
- C. \$1,000 donation from the Askov American Legion designated to the Veterans Service Office for veteran outreach expenses.

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

Approve commissioners' expense claim forms.

6. **Contracts / Agreements**

Approve of the 2023-2025 Assessor Contracts and authorize Board Chair and County Administrator to sign: Arlone Township, Barry Township, Birch Creek Township, Bremen Township, Brook Park Township, Bruno Township, Chengwatana Township, Clover Township, Crosby Township, Danforth Township, Dell Grove Township, Finlayson Township, Fleming Township, Kerrick Township, Kettle River Township, Munch Township, New Dosey Township, Nickerson Township, Norman Township, Ogema Township, Park Township, Partridge Township, Pine Lake Township, Pokegama Township, Royalton Township, Sturgeon Lake Township, Wilma Township, Windemere Township, Askov City, Brook Park City, Bruno City, Denham City, Finlayson City, Henriette City, Hinckley City, Kerrick City, Pine City, Rock Creek, Rutledge City, Sandstone City, Sturgeon Lake City, and Willow River City.

7. **Designate Polling Places**

Approve Resolution 2022-60 declaring East Central Public School, Finlayson Elementary School, Hinckley-Finlayson Fitness Center at the High School 2<sup>nd</sup> Floor Lobby, and Pine City High School as designated polling places for independent school district elections held in 2023. Authorize Board Chair and County Administrator to sign.

8. **2022 Assessment Clerical Corrections**

Acknowledge list of 2022 assessment clerical corrections.

9. **Sauer Family Foundation Restricted Account**

Authorize restricting accounts 12-481-485-0002-5761 (Sauer Family Foundation grant) and 12-481-485-000x-6xxx (various expense accounts related to the grant).

10. **2022 Budget Adjustment**

Approve 2022 budget adjustments, transfer \$50,000 from the General Fund/IT to the Technology Fund, and recognition of spending of reserves.

11. **New Hire**

Approve the hiring of:

- A. Kimberly Baxter, Social Worker, effective December 21, 2022, Grade 10, Step 1, \$25.88 per hour.
- B. Esther Sereti, Children's Mental Health Social Worker, effective December 27, 2022, Grade 10, Step 1, \$25.88 per hour.
- C. Andrew Beith, Highway Maintenance Worker, effective January 12, 2023, Grade 6, Step 1, \$20.49 per hour, contingent upon successful background check.

12. **Training**

- A. Approve Land and Resources Manager Caleb Anderson to attend the Septic System Certification training through the University of Minnesota Onsite Sewage Treatment Program, January 17-18, 2023 in Waite Park. Registration \$355, Lodging \$100, Meals \$46, Mileage, \$105. Total cost \$560.

## **REGULAR AGENDA**

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

Commissioner Ludwig provided an overview of the December 12, 2022 Personnel Committee meeting. The Personnel Committee made the following recommendations:

#### **A. Health & Human Services**

- i. Acknowledge the retirement of Eligibility Worker Julie Cox, effective March 11, 2023, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
- ii. Acknowledge the resignation of Office Support Specialist Brittney Hemsworth, effective November 28, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
- iii. Approve the job description for the Family Resources Center Coordinator, with the position grade of Grade 9, and authorize the recruitment for the position and approve backfill of any subsequent vacancies that may occur due to internal promotion or lateral transfer.
- iv. Approve the job description for the Community Support Technician, with the position grade of Grade 7, and authorize recruitment for the position and the backfill of any subsequent vacancies that may occur due to internal promotion or lateral transfer.

#### **B. Assessor**

- i. Acknowledge the resignation of Clerk III Jackie Ness, effective December 16, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

#### **C. Sheriff's Office**

- i. Approval to update the job descriptions for Sheriff Deputy, Sheriff Investigator, Sheriff Sergeant, and Chief Deputy to include :
  - Ability to provide credible court testimony.
  - Ability to lawfully possess and use firearms.

#### **D. Sheriff's Office – Jail**

- i. Acknowledge the resignation of Corrections Officer Courtney Hart, effective November 19, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

#### **E. Administration**

- i. Approve changes to update and simplify the Pine County Purchasing Policy — Procurements for Non-Federal Funding to simplify the policy and include more explicit information related to credit cards.

#### **F. 2023 Elected Official Salaries**

- i. Consider 2023 salary for County Attorney Reese Frederickson. The Personnel Committee recommended \$145,788 effective January 1, 2023.
- ii. Consider 2023 salary for County Sheriff Jeff Nelson. The Personnel Committee recommended \$132,515 effective January 1, 2023.
- iii. Discussion 2023 county commissioner compensation.  
Discussion was held regarding a 2% increase to commissioner salaries, which would increase the current commissioner compensation from \$21,844 to \$22,281, a \$437 increase. Commissioners last received a 3% increase in 2016; an additional \$1,200 stipend for the board chair was established in 2019. Commissioner compensation for surrounding counties was discussed.



Consideration of county commissioner compensation, per diems and mileage is addressed at Regular Agenda Item 8 below.

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

**Motion** by Commissioner Mohr to set the 2023 salary for County Attorney Reese Frederickson at \$145,788 and County Sheriff Jeff Nelson at \$132,515, effective January 1, 2023. Second by Commissioner Ludwig. Motion carried 5-0.

2. **Facilities Committee Report**

Commissioner Ludwig stated the Facilities Committee met December 12, 2022. The Sandstone Sheriff's Office Substation remodel, Uninterruptible Power Supply upgrade, and jail study/remodel recommendations were discussed. Options to reduce the cost in the sheriff's office substation and jail remodels were discussed.

3. **Pine County Personnel Board of Appeals Appointment**

**Motion** by Commissioner Lovgren to reappoint Connie Mikrot to the Personnel Board of Appeals for a three-year term, January 1, 2023 – December 31, 2025. Second by Commissioner Ludwig. Motion carried 5-0.

4. **2024 Hazard Mitigation Plan Update**

Pine County Emergency Management Deputy Director Denise Anderson requested approval of a resolution and commitment of funds to update the county's Hazard Mitigation Plan. Anderson explained the state has offered an opportunity to receive financial assistance to hire a planner to help update the plan; the planner would work with Emergency Management to complete the update to the Mitigation Plan. There is a 25% match requirement which includes approximately \$13,093.65 of in-kind staff time.

**Motion** by Commissioner Mohr to approve Resolution 2022-59 authorizing Participation in a Hazard Mitigation Planning Process and Letter of Commitment of Funds to update the Pine County Hazard Mitigation Plan. Second by Commissioner Lovgren. Motion carried 5-0.

4.1 **Storm Event and Recovery Update – Declaration of Local Emergency**

Pine County Emergency Management Deputy Director Denise Anderson provided a storm update from the winter weather snowstorm event which started December 13, 2022. There has been substantial power outages due to heavy snowfall, wind and debris. Discussion took place regarding the compilation of damage assessment.

**Motion** by Commissioner Lovgren to approve Resolution 2022-65 Declaring a Local Emergency. Second by Commissioner Ludwig. Motion carried 5-0.

5. **ARPA Update**

County Administrator David Minke reviewed the updates to the ARPA Funds spreadsheet, stating an additional change to Line 30/Mental Health mini grants reflecting the \$1,016 designated is unspent and can be reallocated.

**Motion** by Commissioner Ludwig to approve the proposed adjustments, authorize transfer of \$300,000 from Fund 19 (Covid Relief) to Fund 60 (Self Insurance Fund), authorize the transfer of \$621,263 from Fund 19 (Covid-19 Relief Fund) to Fund 01 (General Revenue Fund) for use in the 2023 operating budget. Second by Commissioner Mohr. Motion carried 5-0.

6. **2023 Pine County Property Tax Levy and Budget**

**Motion** by Commissioner Lovgren to approve Resolution 2022-61 setting the 2023 Pine County Property Tax Levy at \$21,272,255 and authorize Board Chair and County Administrator to sign. Second by Commissioner Mohr. Motion carried 5-0.

**Motion** by Commissioner Ludwig to approve Resolution 2022-62 adopting the 2023 Pine County Budget and authorize Board Chair and County Administrator to sign. Second by Commissioner Mohr. Motion carried 5-0.

7. **Establish 2023 Non-Union Cost-of-Living Adjustments (COLA)**

**Motion** by Commissioner Mohr to set 2023 Cost-of-Living Adjustment for Non-Union, Non-Elected Employees at 2% effective January 1, 2023. Second by Commissioner Ludwig. Motion carried 5-0.

8. **2023 County Commissioner Compensation, Per Diems, and Mileage**

Discussion of increasing the county commissioner and board chair salaries by 2% took place at Regular Agenda #1 noted above, which would result in a \$437 increase for commissioner salaries and a \$461 increase for the board chair salary.

**Motion** by Commissioner Mohr to approve revised Resolution 2022-64 setting commissioner salaries at \$22,281 and board chair salary at \$23,505, per diems, and mileage set at the IRS rate for business mileage. Second by Commissioner Lovgren. Motion carried 4-1, Commissioner Waldhalm opposed.

9. **Establish Citizen Board and Committee Per Diems**

**Motion** by Commissioner Ludwig to approve Resolution 2022-63 establishing per diems at \$75.00 for various board and committees (does not apply to county commissioners) for 2023 (unchanged from 2022) and authorize Board Chair and County Administrator to sign. Second by Commissioner Lovgren. Motion carried 5-0.

10. **January 3, 2023 Organizational Meeting**

Minnesota Statute 275.07 requires that the county board meet at the county seat on the first Tuesday after the first Monday in January for its organizational meeting. The organizational meeting is scheduled for January 3, 2023 at 10 a.m., board room, Courthouse, Pine City.

11. **Commissioner Updates**

Holiday Tree Event / Courthouse Potluck: Thank you to Fairfield Tree Farm for the donation of the tree and to Cassandra Olson for caroling at the courthouse.

Pine County Law Library: Meeting rescheduled and Commissioner Mohr unable to attend.

Central Minnesota Jobs and Training Services: Chair Hallan stated Central Minnesota Jobs and Training Services received a clean audit from CliftonLarsonAllen.

East Central Solid Waste Commission: Chair Hallan stated there will be a change of board members in 2023.

East Central Regional Library Trustees Board: Commissioner Lovgren stated the libraries will have Narcan available for distribution as necessary to families with family members with a drug addiction. Mille Lacs County is going back to full payment—Onamia's library will reopen to full service.

Pine County Zoning Board: Meeting rescheduled and Commissioner Ludwig unable to attend.

East Central Regional Development Commission: Commissioner Waldhalm stated Jeanette Kester was reappointed to the board. ECRDC financials were reviewed.

Other:

- A. Commissioners discussed open meeting law requirements for Zoom attendance by commissioners at meetings. Joint Powers Boards that commissioners are members of are likely to be subject to the open meeting law meant that if commissioner participate via video, their remote participation and location must be noticed.
- B. Commissioner Lovgren provided an overview of a gambling webinar she attended.
- C. NACO Telecommunications and Technology Committee: Commissioner Lovgren stated a large community connections grant will be released soon.
- D. Commissioner Lovgren stated the importance that the FCC maps be updated to accurately reflect broadband coverage.
- E. State Community Health Services Advisory Committee: Commissioner Lovgren stated Minnesota Department of Health Commissioner Jan Malcolm is retiring at the end of the year.
- F. Childcare Meeting: Commissioner Lovgren stated enthusiasm as to the members of the childcare teams and the goals they have established for additional childcare providers.

12. **Other**

- A. Chair Hallan acknowledged the highway department for their hard work and dedication throughout this past winter storm event.
- B. A Certificate of Appreciation was given to out-going board chair Steve Hallan.
- C. Commissioner Waldhalm requested the Economic Development page of the county website be updated to remove privately owned property listed for development.

13. **Upcoming Meetings**

Upcoming meetings were reviewed.

14. **Adjourn**

With no further business, Chair Hallan adjourned the meeting at 11:11 a.m. The next regular meeting of the county board is scheduled for Tuesday, January 3, 2023 at 10:00 a.m., Pine County Courthouse, 635 Northridge Drive NW, Pine City, Minnesota.

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Stephen M. Hallan, Chair  
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  
Regular Meeting**

**Tuesday, December 20, 2022 - 10:00 a.m.**

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

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

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

The Pledge of Allegiance was said.

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

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

The Truth in Taxation Minutes contained an inaccuracy and will be corrected to reflect Patrice Winfield in attendance.

**Motion** by Commissioner Lovgren to approve the Minutes of the December 8, 2022 County Board Meeting and Summary for publication and the corrected December 8, 2022 Truth in Taxation Minutes. Second by Commissioner Mohr. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence

Pine County Chemical Health Coalition Minutes – November 10, 2022

Department of Human Services correspondence – December 6, 2022

**Motion** by Commissioner Ludwig to approve the Minutes of Boards, Reports and Correspondence. Second by Commissioner Mohr. Motion carried 5-0.

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

<b>Fund</b>	<b>November 30, 2021</b>	<b>November 30, 2022</b>	<b>Increase/Decrease</b>
General Fund	8,518,833	8,070,120	(448,713)
Health and Human Services Fund	3,352,256	3,870,057	517,801
Road and Bridge Fund	1,376,754	2,069,312	692,558
COVID Relief	2,571,371	4,483,628	1,912,258
Land	2,311,345	2,781,741	470,396

Self Insurance	595,106	4,166	(590,941)
TOTAL (inc non-major funds)	21,608,740	24,603,732	2,994,992

The following vendors with claims of \$2,000 or more, and 529 claims under \$2,000 or not needing approval totaling 6,785,558.37 were paid during the month of November 1-November 30, 2022: Advanced Correctional Healthcare, Inc, 30,808.18; AMAZON CAPITAL SERVICES, 6,832.33; Aml Cleaning Service, Inc 4,000.00; Anoka Co Juv Ctr-Shelter & Dia 8,120.00; ANOKA COUNTY TREASURY OFFICE 12,875.00; Arlen Krantz Ford Inc 2,854.17; Askov Deep Rock 3,404.30; BLUE CROSS & BLUE SHIELD OF MINNESOTA 4,420.00; Cavallin Inc 3,177.93; Central Mn Jobs & Training Services 19,119.82; Chamberlain Oil Co., Inc 5,929.07; Cleanitsupply.com - Cardmember Service 2,090.99; CLOQUET RIVERSIDE RECYCLING, INC 6,875.70; D. Schlomka, Inc. 25,600.00; Dhs Maps Ccdtf 4,974.55; Dhs Maps Mmis Cd Maxis 998 6,105.30; DIAMOND SURFACE INC 3,721.60; DSC Communications 28,097.34; East Central Energy Of Braham 17,968.03; East Central Reg Juvenile Center 8,669.00; East Central Solid Waste Comm 4,037.02; Ehlers & Associates, Inc 2,800.00; Emergency Automotive Technologies, Inc 9,663.20; ERICKSON ENGINEERING CO LLC 7,040.50; EVERGREEN RECYCLING LLC 3,931.67; Family Alternatives 10,495.66; Family Pathways - North Branch 6,180.00; Federal National Mortgage Association 135,026.41; GUARDIAN 9,460.01; JSB Construction Inc 13,872.06; Knife River Corp 1,443,204.91; KY Interpreting Services 2,377.50; Lakes & Pines Comm Act Council 6,258.59; Laveau's Excavating 18,900.00; LeadsOnline LLC 2,772.00; LHB INC 4,987.50; Lighthouse Child & Family Services, LLC 6,598.20; Mactek Systems Inc 3,826.00; MADISON NATIONAL LIFE INS CO INC 4,072.03; MEDSURETY, LLC 6,177.55; MEMBERS COOPERATIVE CREDIT UNION 5,861.54; Mille Lacs Band Family Services 13,715.10; MINNESOTA ENERGY RESOURCES CORP 18,967.04; MINNESOTA POLLUTION CONTROL AGENCY 50,459.16; MINNESOTA POWER 2,483.04; Mn Depart Of Transportation 13,625.50; Mn State Auditor 75,460.00; MSA PROFESSIONAL SERVICES INC 12,854.26; Newman Traffic Signs 13,790.42; NORTHSTAR MEDIA INC 6,823.35; Nuss Truck Group Inc 9,972.62; Obi's Outdoor Maintenance 3,500.00; OFFICE OF MN.IT SERVICES 6,779.08; PennyMac Loan Services, LLC 73,797.63; Phase Inc (Pc Dac) Dac 2,009.22; Pine City Water And Sewer 2,582.57; Pine Co Agricultural Society 10,000.00; PRECISION GRADE LLC 22,750.00; PREMIER OUTDOOR SERVICES OF MINNESOTA 4,750.00; QUALTEK 2,500.00; Regents Of The U Of Mn 29,862.25; Richards Transportation Service Inc 2,070.00; Roberts Excavating 13,800.00; Ron's Roll-Off Service 2,600.00; Schools In-Cardmember Service 2,319.56; SEACHANGE PRINT INNOVATIONS 4,566.78; Slims Texaco Service 4,849.11; Solid Oak Financial Services, LLC 4,050.00; Sue's Bus Service Inc 4,843.80; Summerland Excavating, Inc 6,412.50; SUMMIT FOOD SERVICE MANAGEMENT LLC 20,498.73; SYLVESTER CUSTOM GRINDING INC 7,771.94; TEAMSTERS JOINT COUNCIL 32 4,365.00; TYLER TECHNOLOGIES INC 11,505.00; UNITEDHEALTH GROUP 321,088.96; Veolia Environmental Services 26,516.46; Verizon Wireless 10,602.14; Village Ranch Residential Facility 6,065.46; West Group 2,162.46; WSB AND ASSOCIATES 16,715.63; Ziegler Inc. 16,911.30

Approve the following applications:

A. Temporary Wine License

- i. Minnesota Climbers Association for an event at Osprey Wilds Environmental Center, 54165 Audubon Dr, Sandstone, January 6-8, 2023.

B. Tobacco License

- i. Rocking K Lazy E LLC DBA Banning Junction Off Sale, 60684 State Highway 23, Finlayson

C. Pawnshop License

- i. Gerald Phillips DBA Northern Pawn Shop, 60622 State Highway 23, Finlayson

D. Disaster Abatement

- i. Philip & Kathy Sheppard, PID 01.0112.000, 39998 Barry Ln, Arlone Twp.
- ii. Evergreen Park, LLC, PID 15.113.000, 330 Night Heron Dr, Hinckley Twp.
- iii. Kenneth Stachowski, PID 28.0147.000, 21624 Aubrecht Shores Dr, Pokegama Twp
- iv. Hughes Land & Property, PID 28.0198.000, 19072 Homestead Rd, Pokegama Twp
- v. Alison Hall & Chad Hughes, PID 28.0646.000, 18709 Bay Ln S, Pokegama Twp
- vi. Dale & Elaine Krueger, PID 28.0647.000, 18691 Bay Ln S, Pokegama Twp
- vii. Scott & Mary Lou Olson, PID 28.5100.000, 15590 Edgewater Rd NE, Pokegama Twp
- viii. Donald & Donna Siebendaler, PID 28.5208.000, 18904 Edgewater Rd NE, Pokegama Twp
- ix. Renee St. Louis & Andrew Edgell, PID 28.5210.000, 18990 Edgewater Rd NE, Pokegama Twp
- x. Kelly Byrkit, PID 28.5511.000, 17438 Peggy Ln, Pokegama Twp
- xi. Forever Herky, LLC, PID 28.5726.000, 23097 Freeway Blvd, Pokegama Twp
- xii. Dennis & Sandra Bonk, PID 43.0328.000, 5363 State Highway 70, Rock Creek

E. 2023 Waste Hauler Licenses

Cloquet Sanitary Service, Quality Disposal Systems Inc, Jim's Mille Lacs Disposal Inc, Curt's Rolloffs, STEMM Enterprises DBA Holdt's Disposal LLC, LePage & Sons, Matt's Sanitation, Mike's Sanitation, Nordstrom's Sanitation, LLC, Hartl Enterprises, LLC DBA Ron's Roll Offs, SKB Environmental Cloquet Landfill, Inc, Talon Sanitation LLC, Tri-Township Disposal District, Vanderpoel Disposal, Veit Disposal Systems, O'Brien Transport

Accept the following donations:

- A. \$7,000 donation from the Rock Creek Lions to be put towards the purchase of a new veteran's van.
- B. \$500 donation from Cabak Law, LLC designated to the Benjamin Neel Gun Range.
- C. \$1,000 donation from the Askov American Legion designated to the Veterans Service Office for veteran outreach expenses.

Approve commissioners' expense claim forms.

Approve of the 2023-2025 Assessor Contracts: Arlone Township, Barry Township, Birch Creek Township, Bremen Township, Brook Park Township, Bruno Township, Chengwatana Township, Clover Township, Crosby Township, Danforth Township, Dell Grove Township, Finlayson Township, Fleming Township, Kerrick Township, Kettle River Township, Munch Township, New Dosey Township, Nickerson Township, Norman Township, Ogema Township, Park Township, Partridge Township, Pine Lake Township, Pokegama Township, Royalton Township, Sturgeon Lake Township, Wilma Township, Windemere Township, Askov City, Brook Park City, Bruno City, Denham City, Finlayson City, Henriette City,

Hinckley City, Kerrick City, Pine City, Rock Creek, Rutledge City, Sandstone City, Sturgeon Lake City, and Willow River City.

Approve Resolution 2022-60 declaring East Central Public School, Finlayson Elementary School, Hinckley-Finlayson Fitness Center at the High School 2<sup>nd</sup> Floor Lobby, and Pine City High School as designated polling places for independent school district elections held in 2023.

Acknowledge list of 2022 assessment clerical corrections.

Authorize restricting accounts 12-481-485-0002-5761 (Sauer Family Foundation grant) and 12-481-485-000x-6xxx (various expense accounts related to the grant).

Approve 2022 budget adjustments, transfer \$50,000 from the General Fund/IT to the Technology Fund, and recognition of spending of reserves.

Approve the hiring of:

- A. Kimberly Baxter, Social Worker, effective December 21, 2022, Grade 10, Step 1, \$25.88 per hour.
- B. Esther Sereti, Children's Mental Health Social Worker, effective December 27, 2022, Grade 10, Step 1, \$25.88 per hour.
- C. Andrew Beith, Highway Maintenance Worker, effective January 12, 2023, Grade 6, Step 1, \$20.49 per hour, contingent upon successful background check.

Approve Land and Resources Manager Caleb Anderson to attend the Septic System Certification training through the University of Minnesota Onsite Sewage Treatment Program. Total cost \$560.

### **Personnel Committee Report**

Commissioner Ludwig provided an overview of the December 12, 2022 Personnel Committee meeting. The Personnel Committee made the following recommendations:

#### **A. Health & Human Services**

- i. Acknowledge the retirement of Eligibility Worker Julie Cox, effective March 11, 2023, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
- ii. Acknowledge the resignation of Office Support Specialist Brittney Hemsworth, effective November 28, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
- iii. Approve the job description for the Family Resources Center Coordinator, with the position grade of Grade 9, and authorize the recruitment for the position and approve backfill of any subsequent vacancies that may occur due to internal promotion or lateral transfer.
- iv. Approve the job description for the Community Support Technician, with the position grade of Grade 7, and authorize recruitment for the position and the backfill of any subsequent vacancies that may occur due to internal promotion or lateral transfer.

#### **B. Assessor**

- i. Acknowledge the resignation of Clerk III Jackie Ness, effective December 16,

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

C. Sheriff's Office

- i. Approval to update the job descriptions for Sheriff Deputy, Sheriff Investigator, Sheriff Sergeant, and Chief Deputy to include :
  - Ability to provide credible court testimony.
  - Ability to lawfully possess and use firearms.

D. Sheriff's Office – Jail

- i. Acknowledge the resignation of Corrections Officer Courtney Hart, effective November 19, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

E. Administration

- i. Approve changes to update and simplify the Pine County Purchasing Policy — Procurements for Non-Federal Funding to simplify the policy and include more explicit information related to credit cards.

F. 2023 Elected Official Salaries

- i. Consider 2023 salary for County Attorney Reese Frederickson. The Personnel Committee recommended \$145,788 effective January 1, 2023.
- ii. Consider 2023 salary for County Sheriff Jeff Nelson. The Personnel Committee recommended \$132,515 effective January 1, 2023.
- iii. Discussion 2023 county commissioner compensation.  
Discussion was held regarding a 2% increase to commissioner salaries, which would increase the current commissioner compensation from \$21,844 to \$22,281, a \$437 increase. Commissioners last received a 3% increase in 2016; an additional \$1,200 stipend for the board chair was established in 2019. Commissioner compensation for surrounding counties was discussed. Consideration of county commissioner compensation, per diems and mileage is addressed at Regular Agenda Item 8 below.

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

**Motion** by Commissioner Mohr to set the 2023 salary for County Attorney Reese Frederickson at \$145,788 and County Sheriff Jeff Nelson at \$132,515, effective January 1, 2023. Second by Commissioner Ludwig. Motion carried 5-0.

**Motion** by Commissioner Lovgren to reappoint Connie Mikrot to the Personnel Board of Appeals for a three-year term, January 1, 2023 – December 31, 2025. Second by Commissioner Ludwig. Motion carried 5-0.

**Motion** by Commissioner Mohr to approve Resolution 2022-59 authorizing Participation in a Hazard Mitigation Planning Process and Letter of Commitment of Funds to update the Pine County Hazard Mitigation Plan. Second by Commissioner Lovgren. Motion carried 5-0.

**Motion** by Commissioner Lovgren to approve Resolution 2022-65 Declaring a Local Emergency. Second by Commissioner Ludwig. Motion carried 5-0.

**Motion** by Commissioner Ludwig to approve proposed adjustments to the ARPA Funds spreadsheet, authorize transfer of \$300,000 from Fund 19 (Covid Relief) to Fund 60 (Self Insurance Fund), authorize the transfer of \$621,263 from Fund 19 (Covid-19 Relief Fund) to



Fund 01 (General Revenue Fund) for use in the 2023 operating budget. Second by Commissioner Mohr. Motion carried 5-0.

**Motion** by Commissioner Lovgren to approve Resolution 2022-61 setting the 2023 Pine County Property Tax Levy at \$21,272,255. Second by Commissioner Mohr. Motion carried 5-0.

**Motion** by Commissioner Ludwig to approve Resolution 2022-62 adopting the 2023 Pine County Budget. Second by Commissioner Mohr. Motion carried 5-0.

**Motion** by Commissioner Mohr to set 2023 Cost-of-Living Adjustment for Non-Union, Non-Elected Employees at 2% effective January 1, 2023. Second by Commissioner Ludwig. Motion carried 5-0.

**Motion** by Commissioner Mohr to approve revised Resolution 2022-64 setting commissioner salaries at \$22,281 and board chair salary at \$23,505, per diems, and mileage set at the IRS rate for business mileage. Second by Commissioner Lovgren. Motion carried 4-1, Commissioner Waldhalm opposed.

**Motion** by Commissioner Ludwig to approve Resolution 2022-63 establishing per diems at \$75.00 for various board and committees (does not apply to county commissioners) for 2023 (unchanged from 2022). Second by Commissioner Lovgren. Motion carried 5-0.

With no further business, Chair Hallan adjourned the meeting at 11:11 a.m. The next regular meeting of the county board is scheduled for Tuesday, January 3, 2023 at 10:00 a.m., Pine County Courthouse, 635 Northridge Drive NW, Pine City, Minnesota.

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Stephen M. Hallan, Chair  
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.**



# 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

December 2022

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

T40N R20W Sections 9, 16 and 21, research records, calculated search areas, search for, locate, set, 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



**MINUTES**  
**PINE COUNTY ZONING BOARD**  
**November 17, 2022, 6:00 p.m.**  
**North Pine Government Center**  
**1602 Hwy 23 N Sandstone, MN**

**Members Present:** Dirk Nelson, Susan Grill, Nancy Rys, Les Orvis, Skip Thomson, Matt Ludwig (ex-officio)  
**Members Absent:** Ryan Clark, Patrick Schifferdecker  
**Staff Present:** Reese Frederickson, County Attorney; Caleb Anderson, Land & Resources Manager  
**Others Present:** None

**CALL TO ORDER**

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

**APPROVAL OF AGENDA**

**Motion** by Orvis to approve the revised agenda. Second by Rys. Motion carried, 5-0.

**APPROVAL OF MINUTES- OCTOBER 27, 2022 MONTHLY ZONING MEETING**

A minor typographical error was noted. **Motion** by Grill to approve the minutes of the October 27, 2022 monthly zoning meeting. Second by Rys. Motion carried, 5-0.

**APPROVAL OF MINUTES- OCTOBER 27, 2022 JOINT BOARDS MEETING**

**Motion** by Orvis to approve the minutes of the October 27, 2022 joint board meeting with the Pine County Board of Commissioners. Second by Grill. Motion carried, 5-0.

**PINE CITY TOWNSHIP SUBDIVISION AND PLATTING ORDINANCE**

Anderson shared that Pine City Township has drafted a Township Subdivision and Platting Ordinance. The ordinance references Section 1.04D of the Pine County Subdivision and Platting Ordinance, which requires that the County Planning Commission affirm that the Township's Ordinance is at least as restrictive as the County's Ordinance. The Pine City Township Subdivision Ordinance was distributed to the Zoning Board. Staff will provide comments on the Ordinance for the Pine County Zoning Board's December 15, 2022 meeting. Anderson encouraged the Zoning Board members to bring comments as well.

**VARIANCE LEGALITY DISCUSSION**

Attorney Reese Frederickson provided a presentation on the variance standards provided in MN 394.27 and associated case law. One thing he stressed is that the laws for variances have vagueness that require deliberation by the Zoning Board. A few of the items he described from case law include the following:

- 1.) "The plight of the landowner is due to circumstances unique to the property not created by the landowner," generally refers to physical characteristics of the land that prohibit the landowner from complying with ordinance standards. Physical characteristics can include things like topography, wetlands, and existing vegetation. It was discussed that vegetation of low quality is unlikely a hindrance to complying. Conversely, it may be more reasonable to consider high value vegetation a hindrance to complying. The concept is very situational.



- 2.) Presence of built infrastructure like utilities can sometimes be a practical difficulty to complying. Lower value utilities (such as underground utilities) being in the way are likely to be considered an economic consideration, which is not sufficient justification for a variance. A septic system being in the way may be a practical difficulty, particularly if there is very limited space to accommodate a different septic system location on the property.
- 3.) Case law suggests that a landowner's misunderstandings of an ordinance or permit requirements are not a practical difficulty.
- 4.) The opinions of neighbors is not a valid reason for a decision. Facts gleaned from neighbors can be helpful in evaluating the variance.
- 5.) When an applicant expresses that the cost of complying is the driving need for a variance it may be advisable for the Zoning Board to search for the factors that cause the higher cost to comply.

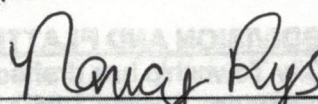
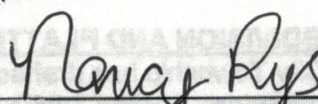
### SHORELAND ORDINANCE DISCUSSION

Anderson shared that the provisions in the County Shoreland Ordinance that are relevant to commercial businesses have vagueness that have been problematic for recent commercial development proposals. MN DNR shoreland staff have provided comments on commercial uses within the County Shoreland Ordinance. Anderson described the pros and cons of amending its existing shoreland ordinance versus adopting the state model shoreland ordinance, while incorporating previous and new amendments thereto. The Zoning Board did not express a strong opinion on either approach. The Zoning Board suggested that hiring a consultant may be worthwhile. Anderson will discuss this with his supervisor. If staff proceeds with working on the shoreland ordinance staff will evaluate whether the state model ordinance or amending the existing ordinance proves most efficient.

### ADJOURN

Chair Thomson adjourned the meeting at 7:43pm.

  
Patrick Schifferdecker  
Zoning Board Secretary

   
Skip Thomson Nancy Rys  
Zoning Board Chair Member



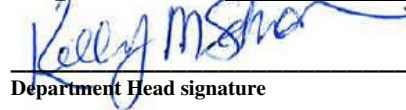
## AGENDA REQUEST FORM

Date of Meeting: January 3, 2023

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

Agenda Item: Applications

Department: Auditor-Treasurer

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

### Background information on Item:

Temporary Wine/Beer License Application: Erica Roy-Nyline for an event at Osprey Wilds Environmental Center, 54165 Audubon Dr, Sandstone for an event on January 28, 2023

Abatement Application: Minnesota DNR, PID 13.0330.000, Finlayson Township. The Banning State Park had a house for the manager of the park which was taxable. It was vacated on August 7, 2020 and should have been exempt from property taxes beginning in 2022.

### Action Requested:

Consider approving the temporary wine/beer license and abatement.



**PINE COUNTY EXPENSE CLAIM FORM**

This form is to be utilized to claim any other expenses not related to mileage. Expenses are to be claimed in accordance with Pine County on travel and other reimbursements. Original receipts must be attached or the claim will not be reimbursed. There must be the signature of the claimant and the claimant supervisor or department head indicating the expense was authorized.

EMPLOYEES NAME: Joshua Mohr

**MONTH November 2022**

Date	Per Diem	Meals	Lodging	Tuition and or books	Other	Purpose and description of expense	Account #
11/1/2022	\$100					Board meeting, Pine City	
11/15/2022	\$100					Board meeting, Sandstone	
11/16/2022	\$100					Extension committee, Pine City	

ORIGINAL RECEIPTS MUST BE ATTACHED TO OBTAIN REIMBURSEMENT. ALL CLAIMS MUST BE AUTHORIZED BY SUPERVISOR, DEPARTMENT HEAD OR COUNTY BOARD IN ACCORDANCE WITH COUNTY POLICY. NO UNAUTHORIZED CLAIM WILL BE REIMBURSED

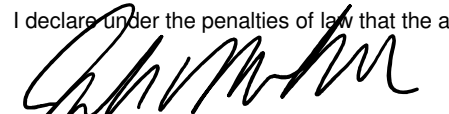
Date	Begin Odometer	End Odometer	Total Miles	Home Odometer	1st Stop Odometer	Last Stop Odometer	Home Odometer	Total Miles	Amount Paid	Destination and purpose of expense
11/1/2022			0					18	\$ 11.25	Board meeting, Pine City
11/15/2022			0					30	\$ 18.75	Board meeting, Sandstone
11/16/2022			0					18	\$ 11.25	Extension committee, Pine City
			0						\$ -	
			0						\$ -	
			0						\$ -	
			0						\$ -	
			0						\$ -	
			0					0	\$ -	
<b>TOTAL</b>									<b>\$ 41.25</b>	

01-005-000-0000-6334

rate 0.625

YOU MUST FILL IN ODOMETER READINGS OR YOU WILL NOT BE REIMBURSED

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

  
Employee Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Department Head Signature



## AGENDA REQUEST FORM

Date of Meeting: 1/3/2023



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other \_\_\_\_\_

Agenda Item: Accept donation for VSO

Department: VSO

Rebecca Foss

Department Head signature

### Background information on Item:

The Veterans Service Office recently received an anonymous donation of \$150 for the Veterans Outreach fund.

### Action Requested:

Accept the anonymous donation of \$150 for the Veterans Outreach fund.

### Financial Impact:

Donations are used to enhance outreach efforts to local veterans.



## AGENDA REQUEST FORM

Date of Meeting: January 3, 2023

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

Agenda Item: Grand Casino Hinckley Donation

Department: Auditor-Treasurer



Department Head signature

### Background information on Item:

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

### Action Requested:

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

December 16, 2022 for 1<sup>st</sup> Quarter 2023; \$23,000

### Financial Impact:

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





## 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:** \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Greg Tall", is written over a horizontal line.

Department Head signature

**Background information on Item:**

**Action Requested:**

**Financial Impact:**



Pricing Proposal  
Quotation #: 22864514  
Created On: 12/13/2022  
Valid Until: 1/11/2023

## MN-County of Pine

### Ryan Findel

635 NORTHRIDGE DRIVE NW, SUITE 270, ATTN: AP  
PINE CITY, MN 55063  
United States  
Phone: 320-591-1702  
Fax:  
Email: Ryan.Findell@co.pine.mn.us

## Inside Account Executive

### Wedieu Cole

290 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-652-0836  
Fax:  
Email: wedieu\_cole@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft 365 E3 - Subscription license - 1 user - hosted - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: aad-34704 <b>Note:</b> ESD	320	\$371.64	\$118,924.80
2 Microsoft 365 E3 - Subscription license - 1 user - hosted - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: aad-34704 <b>Note:</b> ESD	320	\$371.64	\$118,924.80
3 Microsoft 365 E3 - Subscription license - 1 user - hosted - EA Subscription, Government Community Cloud - All Languages Microsoft - Part#: aad-34704 <b>Note:</b> ESD	320	\$371.64	\$118,924.80
4 Win OLS Activation User Alng Sub Add-on E3 Microsoft - Part#: VRM-00001 <b>Note:</b> ESD	320	\$0.00	\$0.00
5 Win OLS Activation User Alng Sub Add-on E3 Microsoft - Part#: VRM-00001 <b>Note:</b> ESD	320	\$0.00	\$0.00
6 Win OLS Activation User Alng Sub Add-on E3 Microsoft - Part#: VRM-00001 <b>Note:</b> ESD	320	\$0.00	\$0.00
Subtotal			\$356,774.40
Total			\$356,774.40

## Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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*The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.*



## AGENDA REQUEST FORM

Date of Meeting: 01/03/2022



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other \_\_\_\_\_

Agenda Item: Approve 2023 Contract with CMJTS

Department: HHS

*Rebecca Foss*

Department Head signature

### Background information on Item:

When Pine Technical and Community College announced that it was no longer going to administer the services associated with MFIP (MN Family Investment Program) and DWP (Diversionary Work Program) a few years ago, HHS released an RFP so that a new agency could be located to administer these programs. Central Minnesota Jobs and Training (CMJTS) was the only respondent, and they continue to deliver these services to eligible Pine County members. MFIP/DWP are services that are provided to parents/caregivers with children in need of financial assistance. MFIP/DWP are the "welfare to work" programs in Minnesota. The attached contract is for calendar year 2023, and funds expended will not exceed \$285,865. HHS is reimbursed for all the expenses associated with this program service delivery. The County Attorney's office has reviewed the contract.

### Action Requested:

Approve the contract with Central MN Jobs and Training Services, and authorize the County Board Chairperson to sign the contract.

### Financial Impact:

All expenses associated with this program are reimbursed to HHS by the State of Minnesota.

AGREEMENT TO PROVIDE MFIP/DWP SERVICES BETWEEN  
PINE COUNTY AND  
CENTRAL MINNESOTA JOBS AND TRAINING SERVICES, INC.  
JANUARY 1, 2023 TO DECEMBER 31, 2023

**CFDA # 93.558 - MFIP**

**AGREEMENT**

This Agreement is made and entered into by and between **PINE County**, hereinafter referred to as the "COUNTY", and

**Central Minnesota Jobs and Training Services, Inc.**

**406 7th Street East, PO Box 720**

**Monticello, Minnesota 55362**

Social Security or Federal Identification Number: 41-1484048

Minnesota State Tax Identification Number: 2073311,

hereinafter referred to as the "PROVIDER."

**WITNESSETH:**

WHEREAS, Funds have been made available to the COUNTY through the Minnesota Department of Human Services for the purpose of providing services authorized under Minnesota Family Investment Program (MFIP), The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, and Minnesota Statutes 256J.49-256J.78, and Diversionary Work Program (DWP)2003 Minnesota State Statutes 256J.95 Diversionary Work Program; DHS Bulletin 04-11-01 dated January 9, 2004 and Bulletin 04-69-05 dated April 12, 2004; and

WHEREAS, The PROVIDER represents itself to the COUNTY as qualified to perform the services herein agreed to, and

WHEREAS, The COUNTY is desirous of entering into an agreement with the PROVIDER for the provision of said services;

NOW, THEREFORE, In consideration of the premises, and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

1. PROGRAM: The foregoing recitals are made part of this service agreement by reference. The PROVIDER shall implement the MFIP/DWP Plan, attached as Exhibit A, which is incorporated herein by reference as a part of this service agreement.

2. DUTIES AND PAYMENT: The PROVIDER is hereby authorized to expend funds for MFIP/DWP in accordance with the following:

a. The available funds listed herein coincide with the MFIP/DWP contract executed for Program Year 2023 (January 1, 2023 to December 31, 2023). The total amount for the MFIP/DWP program for this service agreement is the total allocated for the time period of January 1, 2023 to December 31, 2023. The available funds for this agreement shall not exceed \$285,865.00 with no more than 7.5% of that amount being used for Administration, see Budget, Exhibit B.

b. Payment: The COUNTY shall make reimbursement to the PROVIDER for program expenditures upon receipt of a monthly itemized invoice specifying the costs incurred by the PROVIDER during the previous month. Such monthly invoices shall be due and payable at intervals specified on the invoice, except that the COUNTY shall not reimburse for any costs incurred which are not in accordance with the Budget attached hereto as Exhibit B and applicable federal, State and COUNTY regulations and policies.

c. Settlement: Payment of the actual cost of performing services under this service agreement will be determined as part of an annual settlement at completion of the service period set forth in section 3, below. Payments above (or below) actual costs will be settled to zero in accordance with applicable uniform grant guidance, federal and state laws and policies, and generally accepted accounting principles.

3. TERM OF AGREEMENT: This service agreement shall be effective on January 1, 2023 and shall remain in effect until December 31, 2023, or until all obligations set forth in this service agreement have been satisfactorily fulfilled, whichever occurs first. This agreement may, at the option of the parties hereto, be extended for an additional one-year term after the final termination date.

4. TERMINATION: If, at any time, funds in support of this service agreement become unavailable, this service agreement shall be terminated immediately upon a 30 calendar day written notice of such fact by the COUNTY to the PROVIDER. In the event of such termination, the PROVIDER shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

a. Termination for Convenience: Either party to this service agreement may request a termination for convenience. The party will give a 30-calendar day advance notice, in writing, of the effective date of the termination. The PROVIDER shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of the termination.

b. Termination for Cause: The COUNTY shall terminate the service agreement when it is determined the PROVIDER has failed to provide any of the services specified or has failed to

comply with any of the provisions contained in this service agreement. If the PROVIDER fails to perform in whole or in part under this service agreement, or fails to make sufficient progress so as to endanger performance, the COUNTY will notify the PROVIDER of such unsatisfactory performance in writing. The PROVIDER will have ten-(10) working days in which to respond with a plan to correct the deficiencies agreeable to the COUNTY. If the PROVIDER does not respond to the COUNTY with an appropriate corrective action plan, the COUNTY will notify the PROVIDER of immediate termination of the service agreement. In the event of such termination, the COUNTY shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of the service agreement.

5. DISPUTES:

a. The PROVIDER agrees to attempt to resolve disputes arising from the service agreement by administrative process and negotiation in lieu of litigation. Continued performance during disputes is assured.

b. Any dispute concerning a question of fact arising under this service agreement which is not settled by informal means shall be decided by the COUNTY'S Health and Human Services Director or designee, who shall furnish the PROVIDER with a written decision.

c. The PROVIDER will be allowed the opportunity to offer evidence and be heard in appeal of the COUNTY'S decision. Pending final decision, the PROVIDER shall proceed in performance of this service agreement in accordance with the COUNTY'S initial decision.

d. This DISPUTES clause does not preclude consideration of law questions in connection with decisions provided above provided that nothing in this service agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

6. GRIEVANCE PROCEDURE: The PROVIDER will follow the grievance procedure established by the County and the Department of Human Services to resolve issues between the PROVIDER and the program participants.

7. RECORDS AND REPORTS: The PROVIDER will maintain records, books, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs and activities of any nature supported by funds under this service agreement. Such records, including participant information, shall be maintained for six years after the submission of the final report by the PROVIDER, or the COUNTY makes the final payment, whichever is later, for audit purposes. Such records will be considered the property of the COUNTY.

The PROVIDER agrees that authorized representatives of the COUNTY, state and federal agencies will, during regular business hours and as often as such authorized representatives deem necessary, have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, which are pertinent and involve transactions relating to this service agreement.

The PROVIDER further agrees to submit in a timely fashion all program reports and corrective actions as may be required by program regulations and COUNTY policies or as a result of monitoring activities.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six-year period, whichever is later.

8. LIABILITY:

a. Bonding: The PROVIDER shall obtain and maintain, at all times during the term of this service agreement, a fidelity bond in an amount not less than \$ 250,000, covering the activities of all persons authorized to receive or distribute monies. Written verification of such bond shall be furnished to the COUNTY prior to the execution of this service agreement.

b. Indemnity: The PROVIDER agrees to defend, indemnify and hold the COUNTY, its officers and employees harmless from any liability, claims, damages, costs, judgments or expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the PROVIDER, its agents, employees or contractors in the performance of the services provided by this service agreement and against all loss by reason of the failure of the PROVIDER to perform, in any respect, all obligations under this service agreement.

c. Insurance: The PROVIDER further agrees that it will at all times during the term of this service agreement have and keep in force:

1. A single limit or combined limit or excess umbrella general liability insurance policy of an amount not less than \$2,000,000 General Liability Insurance minimum limits are \$500,000 per claimant, \$1,500,000 per occurrence, \$1,500,000 annual aggregate.
2. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, in an amount not less than \$200,000 per accident for property damage, \$200,000 for bodily injury and/or damages to any one person, and \$200,000 for total bodily injuries and/or damages arising from any one accident. –OR- a Combined Single Limit \$200,000 per occurrence. The PROVIDER does not transport customers at any time for any reason.
3. Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the COUNTY.
4. Workers' Compensation Insurance, if applicable as required by state statute.

The PROVIDER will furnish the COUNTY certificates of bonding and insurance prior to the effective date of this service agreement.



The COUNTY may withhold payment for failure of the PROVIDER to furnish certificates of bonding and insurance as required above.

**In the event that claims or lawsuits shall arise jointly against the PROVIDER and the COUNTY, and the COUNTY elects to present its own defense using its own counsel, in addition to or as opposed to legal representation available by the insurance carrier providing general liability coverage in c.1. and/or automobile liability in c.2. above, then such legal expense shall be borne by the COUNTY.**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The PROVIDER'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.732, et seq., and other applicable law.

The COUNTY'S liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This clause shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this service agreement.

9. INDEPENDENT CONTRACTOR That at all times and for all purposes hereunder, Provider shall be an independent Contractor and is not an employee of the COUNTY for any purpose. No statement contained in this Agreement shall be construed so as to find PROVIDER to be an employee of the COUNTY, and PROVIDER shall not be entitled to any of the rights, privileges, or benefits of employees of the COUNTY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;

PROVIDER acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due PROVIDER and that it is PROVIDER'S sole obligation to comply with the applicable provisions of all federal and state tax laws;

PROVIDER shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein;

PROVIDER is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf;

10. SPECIAL ADMINISTRATIVE PROVISIONS: The PROVIDER agrees to administer the program in accordance with authorizing legislation, as amended, and the regulations and guidelines promulgated thereunder. The PROVIDER also agrees to comply with other applicable federal and state laws. In the event that these laws, regulations or policies are amended at any time during the term of this service agreement, the PROVIDER shall comply with such amended laws, regulations or guidelines.

a. Audits: The PROVIDER agrees to have an annual audit in accordance with uniform grant

guidance "Audits of Institutions of Higher Education and Other Non-Profit Organizations", as these circulars apply to the PROVIDER. The COUNTY agrees to submit to the PROVIDER, prior to the audit activity, a report which specifies the amount of federal and state funds which comprise the total payments made to the PROVIDER. A copy of the audit shall be provided to the COUNTY upon its completion, but in no event later than 12 months after the end of the PROVIDER'S fiscal year.

b. Program Standards: The PROVIDER agrees to comply with uniform grant guidance, as those circulars relate to its particular agency in the utilization of funds, the operation of programs and the maintenance of records, books, accounts and other documents under the authorizing legislation, as amended.

The PROVIDER also agrees to comply with the sections of the Code of Federal Regulations relevant to the program(s) covered under this service agreement, as well as all State Instructional Bulletins and policies, as amended. The COUNTY agrees to provide access to the PROVIDER copies of the applicable circulars, laws and regulations under which these funds are granted.

c. Non-Discrimination Statement: The PROVIDER will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination on grounds of race, color or national origin, and applies to any program or activity receiving federal financial aid.
2. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination because of race, color, religion, sex or national origin and applies to all employers, including state and local governments, public and private employment agencies and labor organizations. Any employment and training program sponsor or contractor which falls within one of these definitions would, of course, be covered by Title VII.
3. The Rehabilitation Act of 1973, as amended, which generally prohibits discrimination on the basis of handicap in all federally-funded programs.
4. The Age Discrimination in Employment Act of 1967, as amended, which generally prohibits discrimination on the basis of age against persons 40 years of age and over.
5. The Equal Pay Act of 1963 amends the Fair Labor Standards Act and which generally provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for doing the same work.
6. Title IX of the Education Amendments of 1972, as amended, generally provides that no person shall, on the basis of sex, be excluded from participation, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, intercollegiate, club or intramural athletics offered and no recipient shall provide any such athletics separately on such basis.

7. The Age Discrimination Act of 1975, as amended, prohibits unreasonable discrimination on the basis of age in programs or activities receiving federal financial assistance.
  8. The Americans with Disabilities Act of 1990 (P.L. 101-336), as amended, which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications.
- d. Affirmative Action: (If applicable) The PROVIDER certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36.
  - e. The PROVIDER agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.
  - f. The PROVIDER agrees that program participants shall not be employed in the construction, operation or maintenance of that direct part of any facility, which is used for religious instructions or worship.
  - g. The PROVIDER agrees to comply with the provisions of Chapter 15, Title 5 of the United States Code with regard to political activity.
  - h. The PROVIDER further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals", (as defined in 13.02, subd. 5 of that statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this service agreement.
  - i. The PROVIDER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency regulations.
  - j. The PROVIDER agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
11. VOTER REGISTRATION: The PROVIDER shall provide non-partisan voter registration services and assistance; using forms provided by the Secretary of State, to employees of the PROVIDER, program participants and the public as required by Minnesota Statutes, Section 201.162 (1990).
  12. ASSIGNMENT: The PROVIDER shall neither assign nor transfer any rights or obligations under this service agreement without prior written consent of the COUNTY. The provisions of this service agreement applicable to the PROVIDER shall also be applicable to subgrants made by the PROVIDER from funds obtained under this service agreement.

13. PREGRANT COSTS: Costs incurred from 30 days prior to the effective date of this service agreement, which were in anticipation of this award and specifically authorized and approved in writing by the COUNTY, are allowable costs to the extent that they would have been allowable had they been incurred after the effective date of this service agreement.

14. MODIFICATIONS: Any modifications to this service agreement shall be in writing and shall be executed by the same parties who executed the original service agreement, or their successors in office.

15. DEBARMENT AND SUSPENSION CERTIFICATION: (If applicable) The PROVIDER agrees to follow the President's Executive Order 12549 and the implementing regulation "Nonprocurement Debarment and Suspension; Notice and Final Rule and Interim Final Rule," found in Federal Register Vol. 53, No. 102, May 26, 1988, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions"; unless excluded by law or regulation.

16. LOBBYING CERTIFICATION AND DISCLOSURE: (If applicable) The PROVIDER shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent Rules that are adopted in place of the Interim Rule. The Interim Rule requires the PROVIDER to certify as to their lobbying activity. The Interim Final Rule implements section 319 of Public Law 101-121. Section 319 generally prohibits recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan.

17. MAINTENANCE OF EFFORT: The PROVIDER agrees that the level of services, activities and expenditures it has devoted to similar services prior to the initiation of this service agreement will be continued and not reduced in any way as a result of this service agreement except for reductions unrelated to the provisions or purposes herein stated.

18. CONFLICT OF INTEREST: The PROVIDER assures that no person under its employ, who presently exercises any administrative responsibilities under this program, has any personal, financial interest, direct or indirect, in this service agreement. Further, no person having such a conflicting interest shall be employed under this service agreement. Any such conflict of interest must be disclosed in writing to the COUNTY.

19. CODE OF CONDUCT: The PROVIDER assures proper conduct on the part of its employees and understands the effects of U.S. Code, Title 18, Sec. 665, which states, in effect:

a. Whoever being an officer, director, agent, or employee of, or connected in any capacity with any agency receiving financial assistance under federal grants knowingly hires or enrolls an ineligible individual or individuals, embezzles, willfully misapplies, steals, or obtains by fraud any of the monies, funds, assets, or property which are the subject of a grant or contract of assistance shall be fined not more than \$10,000 or imprisoned for not more than two years, or both; but if the amount so embezzled, misapplied, stolen, or obtained by fraud does not exceed \$100, such person shall be fined not more than \$1000 or imprisoned not more than 1 year, or both.

b. Whoever, by threat or by procuring dismissal of any person from employment or refusal to employ or refusal to renew a contract of employment in connection with a grant or contract of assistance under federal grants, induces any persons to give up any money or thing of value to any person (including such COUNTY agency) shall be fined not more than \$1000 or imprisoned not more than 1 year, or both.

c. Any person who willfully obstructs or impedes or endeavors to obstruct or impede, an investigation or inquiry under the authorizing legislation of this service agreement or, the regulations thereunder, shall be punished by a fine of not more than \$5000, or by imprisonment for not more than 1 year, or both.

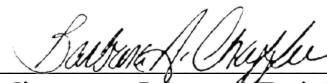
20. GRANT CLOSE-OUT: No costs are to be incurred under this grant after (December 31, 2023) for MFIP/DWP. Within 90 days of the completion of the grant, the PROVIDER shall comply with all close-out or auditing procedures established by the COUNTY.

21. PROPERTY: All purchases of consumable supplies or materials, capital equipment and or services made pursuant to this service agreement shall be made by purchase order or by written contract.

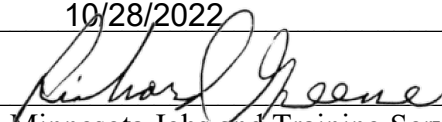
All items of nonexpendable property acquired by the PROVIDER with funds awarded under this service agreement shall be considered capital equipment and shall be inventoried as property of the State. An item of property shall be considered capital equipment if it meets any or all of the following: (a) has a unit cost of not less than \$5,000.00 or has a service life in excess of one year, regardless of cost; (b) is either complete within itself or is a major component of another item of property; (c) by definition cannot be described either as supplies or materials; (d) will not be consumed or lose its identity.

IN WITNESS WHEREOF, COUNTY and PROVIDER have signed this service agreement to be executed based on the County Board action:

**FOR THE PROVIDER**

SIGNATURE:   
TITLE: Central Minnesota Jobs and Training Services, Inc. Chief Executive Officer

DATE: 10/28/2022

SIGNATURE:  Joint Powers Board Chair  
TITLE: Central Minnesota Jobs and Training Services, Inc. WDB CHAIRPERSON

DATE: 10/28/2022

**FOR THE COUNTY**

SIGNATURE: \_\_\_\_\_  
TITLE: PINE COUNTY ATTORNEY

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
TITLE: CHAIR, PINE COUNTY BOARD

DATE: \_\_\_\_\_

**ATTEST**

SIGNATURE: \_\_\_\_\_  
TITLE: PINE COUNTY FAMILY SERVICES DIRECTOR

DATE: \_\_\_\_\_

County-11/17

**Exhibit A**  
**PINE COUNTY**  
**2023 Work Plan for**  
**MINNESOTA FAMILY INVESTMENT PROGRAM**  
**And**  
**DIVERSIONARY WORK PROGRAM**

Central Minnesota Jobs and Training Services, Inc. (CMJTS), the employment services provider (ESP) shall provide the administration and delivery of the MFIP and DWP employment and training programs. Exhibit A contains a description of the specific programs, activities, and services provided by the ESP.

Minnesota Family Investment Program and Diversionary Work Program (MFIP/DWP): The ESP shall provide the services pursuant to Minnesota Statutes 256J.49-256J.78 and any amendments. The ESP will provide all program requirements within the legal requirements. Following are the specific activities as in the County **Biennial Service Agreement** Minnesota Family Investment Program for January 1, 2022, to December 31, 2023.

**I. Program approach**

Program services are delivered on the premise that parents have a responsibility to support themselves and their children. CMJTS promotes a strengths-based, family-centered approach to service delivery in helping participants identify employment strengths and challenges to employment. Challenges are addressed in collaboration with community partners and referral to resources are provided to help the participant overcome the challenges that may interfere in getting and maintaining gainful employment.

The CMJTS employment specialist (ES) monitors participation in MFIP/DWP activities and continually assesses for additional barriers, while simultaneously focusing on growing the participant's strengths. The ES emphasizes the participant's transferrable employment and life skills that have served them well in other areas of their lives.

The requirement for weekly contacts and intensive services for participants helps to identify family challenges quickly so they can receive appropriate services.

## **II. Program Services**

The following activities will be offered to participants in the ESP's provision of services. Not all participants will receive all services.

### **A. Paid Employment Activities**

Employment specialists (ES) deliver work-focused services to clients designed to encourage them to seek and gain employment. Various supports are provided, allowing participants to go to work, including medical assistance, childcare, and financial assistance for expenses related to transportation or housing. In addition, ES aims to lessen the length of time families receive public assistance by encouraging participants to look for employment or other means of income to self-sufficiency. To that end, CMJTS ES promotes paid employment activities as a critical element of programming. These activities include:

- Unsubsidized employment
- Subsidized private-sector employment
- Subsidized public-sector employment
- Self-employment
- On-the-job training

For unsubsidized, subsidized, private-sector, and public-sector employment, the participant's employer provides daily supervision, and the ES monitors participation. Compliance with program expectations is observed through copies of pay stubs, timecards, or other statements of work hours provided by the participant. In addition, the ES enters the work hours in the case file, and the financial worker tracks work hours in MAXIS, verifying that each participant is engaged in the required number of weekly hours of activity. ES has access to MAXIS view, which is permitted and governed by DHS. (See MAXIS contract for detailed information on ES access to MAXIS.)

CMJTS offers entrepreneurial training, business consulting, and technical assistance to individuals seeking to start or grow a business in Minnesota using various resources and referrals. The ES refers individuals to their local Small Business Development Center for consultation and training assistance. Or they may be encouraged to connect with community-based organizations that serve entrepreneurs and business owners such as Women Venture and Initiative Foundations or to CareerForce Centers for research and business plan development resources. Participants interested in self-employment must develop a business plan to allow self-employment activities to count for weekly participation hours. The business plan must include a timetable with earning's goals that will result in exiting MFIP. The ES and the participant review the self-employment plans together every three months to compare actual income to potential income per the business plan and determine if earnings move the family toward exiting MFIP.



When an employer considers multiple candidates to fill a vacancy, the ES and participant may incentivize hiring an MFIP or DWP participant. While seeking work, the ES trains jobseekers to promote on-the-job training (OJT) and work opportunity tax credits (WOTC). OJT allows CMJTS to reimburse employers for fifty percent of a new hire's wages for the duration of an agreed-upon training period (typically 12-26 weeks). CMJTS has longstanding relationships with local employers, and this is highlighted by the number of current OJTs written, averaging 50 OJTs annually. CMJTS uses this incentive to increase employment opportunities for program participants. In addition, OJT provides financial motivation for the employer by helping them recover some of the costs associated with onboarding a new hire for the predetermined length of the contract. OJTs are funded through co-enrollment with appropriate other CMJTS state, federal, or foundational grant programs. In conjunction with the ES, the CMJTS Business Service Coordinator (BSC) works first with MFIP/DWP participants who have used 30 or more months of program services and are job ready. CMJTS BSC may also arrange local business tours for MFIP/DWP participants to hear directly from an employer about the business, job positions, career laddering, and general expectations of the employer.

#### **B. Paid and Unpaid Work Experience and Community Service Site Placements**

When participants need to gain experience, develop good work skills and habits, or “test-drive” a position, they may be encouraged to participate in a paid work experience, a short-term workplace learning opportunity. CMJTS will be the employer of record for the participant, typically at a rate of pay equal to the federal minimum wage, to work up to 29 hours per week while under the supervision of a local employer, private or public. The employer provides meaningful work training and offers feedback on progress and areas for further development. The ES offers support and guidance as needed. Positive reinforcement by earning a paycheck encourages ongoing activity participation. While not required, employers can offer permanent paid work to clients after the placement agreement ends.

Community Service Site Placement is recommended when a participant is not employed and has completed six weeks of job search. In addition, the CMJTS quality assurance department will also identify long-term cases (30 months or more on MFIP) and propose placements. The ES or the participant will locate non-profit or for-profit businesses to serve as community service sites. All sites will fulfill a useful public purpose and provide training skills for unsubsidized jobs. The ES will document, in the case file, the valuable purpose of the community work experience. Once placed at a worksite, the ES contacts the agency or business at least monthly to assess the participant’s progress and establish a strong working relationship with the worksite supervisor. Positive relationships between the ES and supervisor increase the likelihood that job-related performance is communicated honestly and timely, allowing the ES to address issues with the participant promptly.

Most MFIP participants engaged in unpaid work experience or community service placements are covered under the Fair Labor Standards Act (FLSA). They may not be permitted to work more than the number of hours equal to their combined MFIP cash and food assistance benefits divided by the federal minimum wage (\$7.25/hr). Therefore, participants engaged in the maximum number of hours, as allowed by the FLSA, are deemed to be meeting the work participation rate.

### **C. Job Search and Work Readiness Assistance**

CMJTS staff identify that an employer's primary concern is finding a worker who wants to work and learn. Many employers are very willing to train people to get the work skills needed, provided they are ambitious, ready learners. However, most employers are still seeking "fit" over "experience" because employees can learn skills, but fitting in with a team, having a good attitude, and the desire to work and do well often cannot. Therefore, CMJTS ES focuses on developing work readiness and jobseekers' soft skills and draws attention to the local area employment opportunities. Active participation may include the direct act of seeking or obtaining employment and having work readiness skills or life skills training, substance abuse treatment, mental health treatment, or rehabilitation activities. Public assistance recipients often face difficulty entering the job market due, in large part, to their barriers and lack of job search preparedness. CMJTS ES recognizes this and responds by offering counseling activities related to job search strategies and job coaching to hone one's skills. Job coaching may consist of assessing skills and goals, education on internet-based job search tools, job application assistance, interview preparation, providing job leads, and monitoring job search activities to ensure the participant maintains progress. The focus of the ES is to ensure that MFIP and DWP participants have the basic skills, work readiness skills, and occupational skills necessary to succeed in personalized goals that lead to self-sufficiency. Program services include:

- developing a master job application
- opening and closing an interview
- using positive skill statements
- answering tough interview questions
- making a good first impression (appropriate appearance)
- identifying effective ways to find jobs
- developing an appropriate resume
- registering on Minnesotaworks.net
- labor market information (LMI)

CMJTS has appropriate procedures for ES to verify work participation activities and daily supervision requirements for all job search and work readiness activities. The ES proves compliance and plan progress by collecting the

participant's required verification and ensuring it is well-documented and in the file.

CMJTS monitors and ensures required contact with each case through the following methods:

- The ES enters case notes in Workforce One (WF1) to document that the participant is progressing towards employment, participating in activities, tracking hours, and focusing on program advancement.
- The program supervisor completes in-depth file reviews throughout the program year to ensure the ES is entering proper case notes, accurately tracking participant hours in WF1, and recording participant activities, while ensuring the participant is successfully progressing in job-ready activities or towards employment.
- The CMJTS program manager confers with the program supervisor and the ES regularly regarding participant's progress and success.

#### **D. Individualized Structured Job Search (SJS)**

SJS supports the message that the MFIP and DWP programs are intensive and are intended to help participants find and keep employment. SJS is a job search activity that helps the participant identify work skills, develop soft skills, and build self-confidence through coaching, peer support, and networking. It also provides a forum for progress evaluation and feedback, sharing job leads, online job searching, completing job logs, etc. SJS is an opportunity for the employment specialist to provide the participant with positive feedback and encourage their constructive job search activities.

Examples of specific SJS topics include, but are not limited to:

- Preparing for job search, both mentally and practically
- Developing a master job application to use as a reference when applying for work
- Knowing how to open and close an interview
- Using positive skill statements
- Answering tough interview questions
- Knowing the importance of appropriate appearance
- Identifying effective strategies to find job vacancies
- Developing an appropriate résumé and cover letter
- Effectively using the internet for job search
- Learning how to register and job search on Minnesotaworks.net
- Networking (i.e., leveraging the hidden job market)
- Contacting employers
- Setting goals and managing time
- Conducting oneself professionally via phone and during an interview
- Communicating assertively
- Communicating respectfully with coworkers and supervisors

- Understanding how to negotiate wages or salary
- Determining which job offer is best and accepting it without burning other bridges
- Career-laddering - how to advance within a company
- Managing personal finances
- Understanding ethics in the world of work
- Maintaining a positive attitude
- Writing thank you notes after job interviews
- Managing stress and balancing work and home life

CareerForce Centers provide opportunities for jobseekers to access job search materials, learn how to write a resume, interview, and search for jobs. Services are tailored to meet individual needs and provided by onsite staff. In addition, CareerForce events and workshops are available to help with career planning. Free access to computers, the internet, printers, fax machines, copiers, and telephones for job search-related activities are open. All of these services are accessed by the ES to help the MFIP/DWP participant succeed.

#### **E. Structured Follow-Up**

Frequent evaluation of progress, feedback to the participant, and assistance with ongoing planning are critical pieces of case management. It happens during phone and virtual check-ins and group or face-to-face meetings with the ES. In addition, MFIP/DWP recipients must participate in “work” activities for a minimum number of hours per week, specific to their circumstances, to “earn benefits” each month. Participating in work activities is the participant’s job until they obtain paid employment or are placed in community service or work experience.

#### **F. Retention Skill**

CMJTS ES can help families stay off public assistance and encourage them to budget household income by helping to make sure they are better off working than receiving public assistance. MFIP/DWP services such as transportation, childcare, financial counseling, short-term training opportunities, and child and family enrichment services are provided to families as a means to stay employed. In addition, retention strategies are discussed between the ES and the participant well before the job begins. The job retention and job search lessons, presented in CareerForce workshops or one-on-one, reinforce transferable skills and learned employment skills.

#### **G. Strategies to Maximize Services and Access to Services to Those with Limited Transportation or Virtual Needs**

CMJTS has employed several strategies to encourage participation and help participants achieve desired program outcomes by providing various delivery

options. For instance, for jobseekers who do not have a car or do not drive and do not have access to public transportation, a CMJTS ES may provide services through virtual means or by telephone. The ES will accommodate inconvenient office hours and meet with participants outside of regularly scheduled business hours. ES may also travel to the participant's community and meet locally to address the lack of childcare or other needs. Thus, CMJTS ensures a well-rounded service delivery system representing our communities' diverse needs and securing access for our MFIP and DWP participants. Face-to-face and one-on-one meetings are always the preferred method for delivery of services and prove to develop stronger ES/participant rapport, help with relationship building, and encourage follow-through.

For virtual services to be a viable option for the participant, they should:

- Have access to a computer and internet, such as at home or a local library.
- Use e-based instructional tools and processes to conduct a job search:
  - register for Minnesotaworks.net
  - effectively attend DEED CareerForce virtual workshops
  - create a list of relevant job leads
  - scan and email a resume and job applications to the ES and employers
- Email, text, or phone a report of job search activity and weekly plans of action.
- Communicate regularly with the ES who approves and suggests structured job search activities.

## **H. Chemical Health Treatment, Mental Health Treatment, and Rehabilitation Services**

For participants with mental health, chemical health, or rehabilitation challenges, the ES develops an employment plan reflecting the required job search hours based on the recommendations or treatment plans signed by a qualified professional. When documentation from the professional verifies the participant qualifies for Family Stabilization Services (FSS), the ES shares the documentation with the financial worker. Then, the ES develops an FSS employment plan with the participant.

ES check at least monthly with the FSS participant, either in-person or by phone. During the check-in, the participant, and the ES review progress, identify support service needs and make any necessary changes in the employment plan. The ES case notes the contact and documents any changes to the activities or the employment plan.

## **I. Education and Training-Related Activities**

CMJTS ES can address employment barriers through short- or long-term training. The goal is to help the participant improve their employability by improving skills needed for available jobs.

Activities may include:

- post-secondary educational training
- job skills training directly related to employment
- high school completion or GED
- English language learning (ELL or ESL)
- adult basic education (ABE)
- labor market information - high-demand, high-wage careers

Training activities may include improving basic skills (e.g., reading, math, or writing), English Language Learning (ELL), and occupational skills training (e.g., welding, typing). In addition, secondary and post-secondary training, delivered either in the classroom or online, is available for participants interested in completing, continuing, or starting a training program within a high-opportunity career pathway that will lead to self-sufficiency.

Each participant taking part in training activities will work closely with their ES to review the results of their career assessments, the availability of training, and the appropriateness of that training. Start times will depend on course availability for those seeking post-secondary educational training (e.g., Associates Degree in Nursing). Short-term occupational training courses (e.g., nursing assistant, commercial truck driving) are available more frequently.

For all education and training activities, CMJTS ES obtain a course statement or class schedule from the educational institution or training provider, ongoing activity logs, and attendance records to document participation hours. CMJTS staff obtain statements and schedules from high schools, alternative schools, and post-secondary institutions each quarter or semester.

Participants in GED, ABE, and ELL/ESL will record dates and hours of attendance on an activity log, signed by a school official, electronic attendance record, or verified by the ES, and submit it to the ES, at least monthly.

For an education and training program to be an approved activity in a participant's employment plan, the participant must maintain satisfactory progress to continue as described by their education institution.

For study time to be allowed, the ES must obtain from the school, training provider, or course instructor a statement that specifies the amount of study time required or advised to make satisfactory progress or complete the education and training program.

### **III. Family Stabilization Services**

Family Stabilization Services are available to help families become more stable. In addition, the opportunity for a modified employment plan, with decreased work or job search hours requirements, may be available, and FSS could help a client stay out of sanction. A participant may be eligible for FSS if they meet any of the following criteria:

- Applying for SSI/SSDI benefits because of disability
- Ill, injured, or disabled (including physical and mental illness) when illness, injury, or disability will last more than 30 days, and keeps client from working 20 or more hours per week
- Caring for a seriously ill or disabled household member whose condition will last more than 30 days and client must be home to care for that person
- Child or adult in the client household is eligible for special medical services. For example, the household includes a child who is severely-emotionally disturbed or an adult with serious and persistent mental illness.
- Victim of family violence
- In the United States for fewer than 12 full months after the month of entry
- Age 60 or older
- Difficulty reading, writing, or understanding English
- Chemical dependency
- Criminal/offender history
- Vocational expert determines the client cannot work 20 or more hours per week
- Learning disability, or an IQ below 80 and a vocational expert determines that the disability limits the type of work that can be done or determines the client cannot work 20 or more hours per week
- Receiving MFIP for more than 60 months because of an extension

The ES will help the participant obtain required documentation when they disclose or demonstrate the possibility of FSS criteria eligibility. When a participant indicates that they may meet any of the above FSS criteria, the CMJTS ES will work with the county financial worker to get verification from a qualified professional to confirm eligibility. The ES will review cases through means of observation, and formal or informal assessment, to determine if there are significant barriers that could qualify a participant for FSS services. The ES will communicate with participants who appear eligible for FSS and inform them of the potential benefit of providing documentation of their situation, e.g., disability, family violence, etc.

For participants who meet the criteria, an FSS employment plan is developed. An FSS plan will include activities needed to help the family. For example, it could consist of ESL or GED classes, medical appointments, looking for housing, etc.

In addition, participants may receive assistance with transportation and childcare expenses to allow them to participate in FSS activities.

CMJTS ES understands that sanctions intend to motivate clients who are having difficulty participating in work activities, and we also want to keep participants positively engaged. Therefore, the CMJTS ES will take a proactive approach with clients to help them address and overcome barriers to program compliance and avoid sanctions. The ES reviews sanctioned cases and those not meeting participation rates monthly to determine if the case could be FSS. Determining a participant FSS allows the ES the flexibility to provide more individualized services and to reduce the risk of Pine County receiving a federal penalty for failing to meet work participation requirements. FSS cases are state-funded and do not count toward the federal work participation rate.

Suppose the ES or the participant thinks the individual might be eligible for FSS. In that case, they meet and determine what services are needed to help the family become more stable. An FSS plan is developed, and support services help with transportation and childcare expenses to allow the individual to participate in activities. Referrals to community resources further support the goals of the family and move them toward economic stability. The ES may refer to mental health services, vocational rehabilitation services, social security administration, family violence advocacy, and other professionals.

The ES develops employment plans with a broader range of activities and fewer hours to ensure it is appropriate to move the family forward. The FSS employment plan includes all required elements for FSS.

American Disability Act (ADA) requirements are reviewed and adhered to throughout FSS activities with participants. CMJTS trains all staff to work with and provide practical and appropriate accommodations to people with disabilities. Additionally, CMJTS has certified benefits analysis counselors on staff and all staff goes through disability resource training to ensure universal access and quality services to all clients with disabilities. For example, to ensure the client can benefit from monthly face-to-face meetings with their ES, accommodations may be made to conduct these visits offsite for those FSS clients who are unable to travel to a CMJTS office location.

The ES will obtain releases of information with all known entities working with the participant. In addition, the ES develops a professional relationship with social workers, rehabilitation services staff, medical professionals, and other service providers and coordinates services when appropriate.

Sanction requirements for FSS are followed. Before sending a notice-of-intent-to-sanction (NOITS), the ES completes all reviews needed, confirms that the participant can comply with the plan as documented by qualified professionals,



and has attempted a face-to-face visit, either in the office or at a location convenient for the participant.

CMJTS uses several strategies to ensure MAXIS is coded correctly for each participant. Correct FSS coding provides the participant is state funded with the flexibility that the federal work participation rate does not offer. The ES and county worker each verify that the participant meets the criteria for FSS on an annual basis or more often, as required by the supporting documentation in the file. CMJTS and financial services staff meet monthly to review preliminary data and discuss the status of shared participants. If the status codes need updating, the financial worker makes the change(s) during the meeting.

#### **IV. Program and Quality Evaluation: Shared Responsibility and Increased Integration of Employment Services and Financial Assistance**

Communication between CMJTS and county staff is frequent. ES meets regularly with eligibility workers to resolve any discrepancies. The more important task of these one-on-one meetings is to collaborate and share information on the progress and struggles our families are experiencing. For example, suppose either the ES or financial worker receives documentation or information indicating a client cannot fully participate in required work activities. In that case, the ES or county financial worker will notify the other party immediately. Likewise, this information is reciprocated when the ES or financial worker receives documentation of activity participation hours, e.g., copies of pay stubs. Eligibility Workers and CMJTS staff have robust and long-term working relationships and communicate on a very regular basis.

The overriding goal of CMJTS is continuous improvement, seen as a joint responsibility of both counties and ESP. Together CMJTS staff and county financial workers can use the improvement tools provided by DHS to ensure performance measures are met. The tools include DHS data sets, preliminary data reports, the FSS Mismatch Report, and the County WPR Report. Regularly scheduled data meetings with county financial workers are essential to improving participant accessibility and participant success; it also fosters relationship-building and promotes effective communication between CMJTS and county staff. In addition, these meetings help the team verify MAXIS coding and Workforce One activity hours for each participant on the preliminary report. Other factors and information may be used by staff to determine and reach participation hours.

## Exihbit B

### Central Minnesota Jobs & Training Services, Inc.

*Budgeted Expenses - January 1, 2023 to December 31, 2023*

#### MFIP - Pine

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	Proposed Budget	% of Budget
Administration	\$ 16,079	7.5%
Client Support Services	\$ 15,450	7.2%
Direct Program	\$ 182,870	85.3%
<b>TOTAL</b>	<b>\$ 214,399</b>	<b>100.0%</b>

#### DWP - Pine

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	Proposed Budget	% of Budget
Administration	\$ 5,360	7.5%
Client Support Services	\$ 5,150	7.2%
Direct Program	\$ 60,956	85.3%
<b>TOTAL</b>	<b>\$ 71,466</b>	<b>100.0%</b>

PY23 Grand Total \$ 285,865



## AGENDA REQUEST FORM

Date of Meeting: January 3, 2023

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

Agenda Item: Confirm Bank Depositories

Department: Auditor-Treasurer

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

### Background information on Item:

The State Auditor's Office recommends confirming the banks which the County utilizes as its depositories on an annual basis. Pine County has the follow depositories:

- 1.) The primary checking and money market accounts are held at Frandsen Bank & Trust.
- 2.) The secondary checking and money market accounts are held at Stearns Bank. Stearns Bank is the depository for individuals making their tax and other payments online.
- 3.) State and Federal payments are automatically deposited into the Minnesota Association of Governments Investing for Counties (MAGIC) account. The cash assets not needed for immediate use are transferred to and held in this account due to it having the highest interest rate of all liquid accounts. These funds are held in this account until transferred to Frandsen for general use.
- 4.) Due to the capital improvement projects planned during the 2020 bond refunding, Pine County also has funds in escrow at Ehlers & Associates (which is invested through Ameritrade). This account is set to close on January 3, 2023, as all projects have been completed.

### Action Requested:

Acknowledge Pine County depositories.

### Financial Impact:

N/A



## AGENDA REQUEST FORM

Date of Meeting: 01/03/2023



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other \_\_\_\_\_

Agenda Item: Approve internal transfer

Department: HHS

*Rebecca Foss*

Department Head signature

### Background information on Item:

Interviews were recently held for the Child Support Office Support Specialist position. The position was offered to and accepted by internal candidate Sara Drexler, contingent on board approval. If approved, the change would be effective January 4, 2023. Because it is an internal transfer, there would be no change in pay. Pay would remain at Grade 2, Step 2 (\$17.26/hour).

### Action Requested:

Approve the internal transfer of Sara Drexler to the Child Support Office Support Specialist position, effective January 4. Sara's pay would remain the same (\$17.26/hour; Grade 2 Step 2).

### Financial Impact:

The position is contained in the 2023 HHS budget.



## AGENDA REQUEST FORM

Date of Meeting: 1/3/2023



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other \_\_\_\_\_

Agenda Item: Approve new hire

Department: HHS

*Rebecca Foss*

Department Head signature

### Background information on Item:

Interviews were recently held for a vacant children's mental health social worker position. The position was offered to and accepted by Deanna Williams, contingent on an acceptable background check and board approval. If approved, Deanna would begin employment with Pine County on January 9 at Grade 10, Step 2 (\$27.53/hour).

### Action Requested:

Approve Deanna Williams for employment as a children's mental health social worker, effective January 9 (Grade 10, Step 2- \$27.53/hour).

### Financial Impact:

The position is contained in the 2023 HHS budget.



# AGENDA REQUEST FORM

Date of Meeting: January 3, 2023

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

**Agenda Item:** AMC Annual Conference

**Department:** Administration

Department Head signature

## Background information on Item:

The Association of Minnesota Counties (AMC) Legislative Conference is February 22-23, 2023, with an optional pre-conference event on February 21<sup>st</sup>, at the InterContinental Hotel, St. Paul Riverfront. Registration is \$350 per attendee. Lodging rates are \$175 plus tax per night.

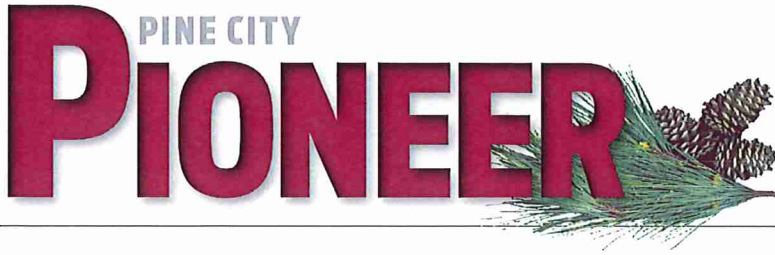
## Action Requested:

Approve attendance at the AMC Legislative Conference, February 21-23, 2023 for any commissioner desiring to attend.

Approve attendance at the AMC Legislative Conference, February 21-23, 2023 for County Administrator David Minke.

## Financial Impact:

Funds are available in the Commissioner and County Administrator 2023 budgets.



405 2nd Ave. SE, Pine City MN 55063 • 320-223-0924 • [www.pinecitymn.com](http://www.pinecitymn.com)

December 7, 2022

David J. Minke, Pine County Administrator  
Pine County Administrator's Office  
635 Northridge Drive NW, Suite 200  
Pine City, MN 55063

Dear Mr. Minke,

Pursuant to the 1936 Supreme Court ruling involving the Brainerd Daily Dispatch, and based on an arrangement of all the newspapers of Pine County to provide an efficient, low-cost way to provide countywide circulation of County Board proceedings, the *Pine City Pioneer* submits the following bid for 2023:

To publish the proceedings of the County Board, the delinquent tax listings, the first publication of the financial statement, and such notices as are required by law, the rate will be \$9.00 per inch with a 7 point type and 9 lines per inch. All notices will go in both Pine County newspapers. The first and second run of delinquent taxes will go in the *Pine City Pioneer* and the *North Pine County News*. The financial statements will run in the *Pioneer* and *North Pine County News*.

We would prefer legal notices emailed to [publicnotices@pinecitymn.com](mailto:publicnotices@pinecitymn.com). Our deadline is changing to be noon on Mondays for Thursday publication.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Andres", with a long horizontal stroke extending to the right.

Jeff Andres  
Group Publisher  
*Pine City Pioneer*  
Northstar Media, Inc.



# AGENDA REQUEST FORM

**Date of Meeting: January 3, 2023**

☒ **County Board**

☐ **Consent Agenda**

☒ **Regular Agenda**

5 mins. \_\_\_\_ 10 mins. \_\_\_\_ 15 mins. \_\_\_\_ Other \_\_\_\_

☐ **Personnel Committee**

☐ **Other** \_\_\_\_

**Agenda Item:** Appointment of University of Minnesota Extension Committee Members

**Department:** Administration

**Department Head signature**

## **Background information on Item:**

Minnesota Statutes 38.36 requires each county to have an extension committee of nine members. Two members must be county commissioners appointed by the county board. The county auditor or designee is a member. Six members must be appointed at large by the county board. The appointments shall be for three years and made at the county board annual meeting.

The Extension Committee is coordinated by the assigned regional director from the University of Minnesota Extension Service and generally meets four times a year.

Two extension committee member terms expire at the end of 2022--Chad Dipman who had been appointed in 2019, and Barbara Videen who was appointed January 19, 2021 to fill the remaining term of Barbara Fischer.

## **Action Requested:**

Commissioners should consider appointing/reappointing two individuals to serve on the Extension Committee for 3-year terms effective January 3, 2023 and expiring December 31, 2025.



**38.36 COUNTY EXTENSION COMMITTEE.**

Subdivision 1. **Committee composition.** A county must have an extension committee. The committee must have nine members. Two members must be county commissioners appointed by the county board. The county auditor or the auditor's designee must be a member. If the county has no office of auditor, the county board shall appoint a member from the county administration. Six members must be appointed at large by the county board as provided in this section. The county board at its annual meeting shall appoint for a term of three years the number of members required to fill the memberships on that committee expiring at that time.

Subd. 2. **Budget recommendations.** In cooperation with the director of extension, or the director's designee, the county extension committee, each year, in accordance with county budgetary deadlines, shall prepare a budget showing the total funds available and needed and shall recommend to the county board the amount of county funds necessary to maintain, support, and pay the expenses of county extension work during the following year. A copy of the budget must be presented to the county board.

Subd. 3. **County appropriations, how spent.** The county board shall consider the recommended county share of money necessary to maintain, support, and pay the expenses of county extension work during the following year. For these purposes, the county board may appropriate money annually from its general revenue fund and may include the amount of the county's share in the annual levy of county taxes or may make a special levy for county extension purposes or both. The money set aside and appropriated by the county board for these purposes is the county extension fund. Money from the fund may be paid out by orders of the director of extension, or the director's designee, to pay a part of the compensation of the agents employed, to pay directly the compensation of county support employees, and to pay other expenses incident to county extension work. An order to pay money from the fund must not be issued until the expenditure has been audited and signed by the county auditor or other appropriate county official. A balance in the county extension fund at the end of a year must be carried over or reappropriated.

**History:** (6125) 1923 c 423 s 5; 1947 c 157 s 1; 1951 c 390 s 1; 1951 c 412 s 1; 1953 c 202 s 4; 1957 c 208 s 1; 1963 c 198 s 1; 1969 c 1081 s 1; 1973 c 528 s 1; 1973 c 583 s 5; 1986 c 444; 1990 c 376 s 5



# AGENDA REQUEST FORM

**Date of Meeting: January 3, 2023**

☒ **County Board**

☐ **Consent Agenda**

☒ **Regular Agenda**

5 mins. \_\_\_\_ 10 mins. \_\_\_\_ 15 mins. \_\_\_\_ Other \_\_\_\_

☐ **Personnel Committee**

☐ **Other** \_\_\_\_

**Agenda Item:** **Resolution 2023-01 Supporting Equitable and Sustainable Funding for County Probation**

**Department:** **Administration**

**Department Head signature**

## **Background information on Item:**

Minnesota counties are mandated to provide probation services via one of three delivery methods outlined in Minnesota state statutes:

- (1) DOC—County contract with the state of Minnesota for probation services.
- (2) CPO—County provides misdemeanor, juvenile and pretrial supervision and the state provides adult probation.
- (3) CCA—Community Correction Act—County provides all supervision.

Pine County uses delivery system 2 (CPO). State funding for probation has fallen over time from the statutory amount of 50% to only 26% in 2021. The attached graph shows the funding decline.

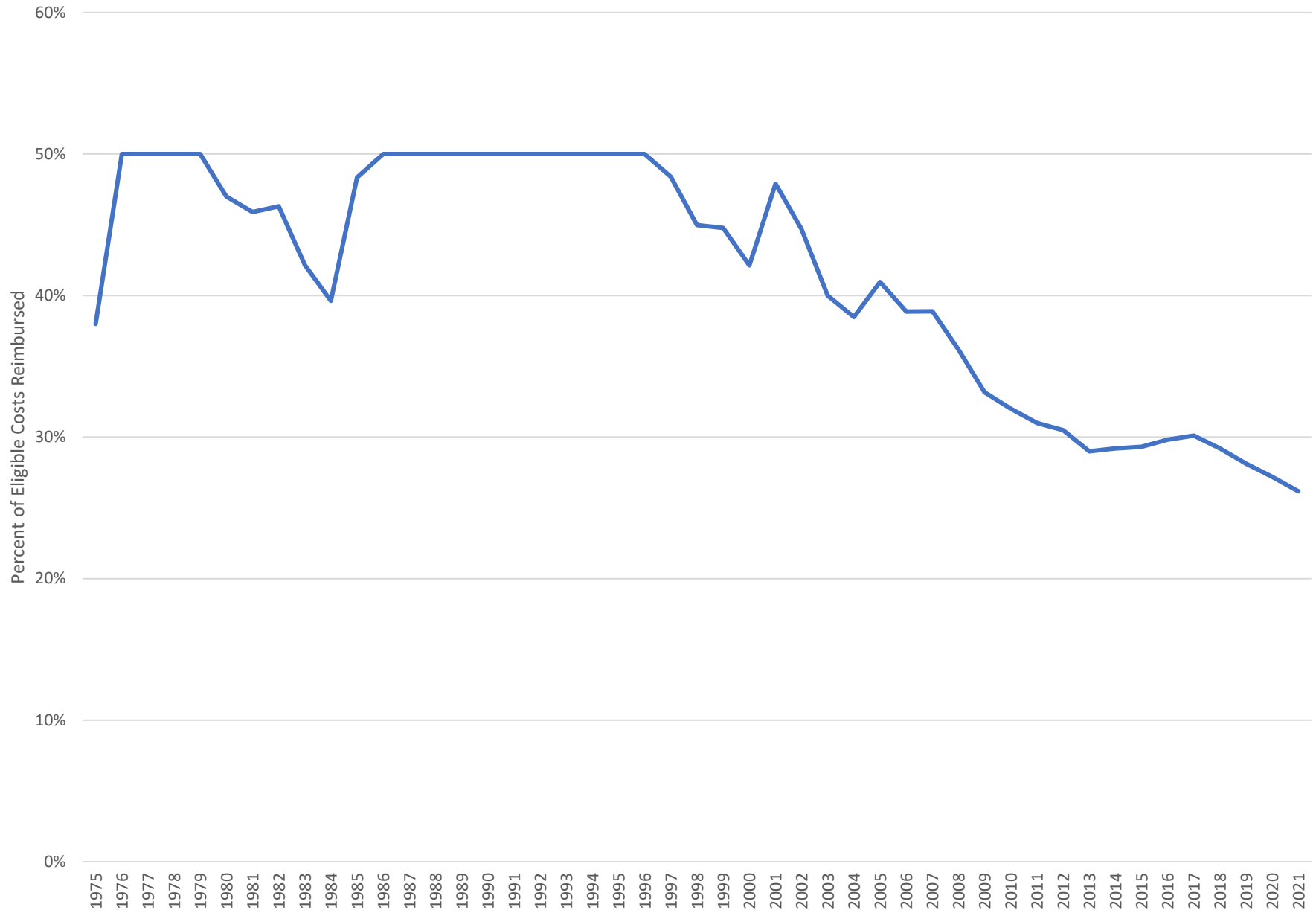
In 2022, the Association of Minnesota Counties (AMC) formed a work group of all three delivery systems to review and make recommendations for fair, adequate, and sustainable funding for county probation. Commissioner Matt Ludwig is a member of the work group. The funding formula recommendation has not been finalized.

AMC has made probation funding a priority for the 2023 legislative session which starts January 3<sup>rd</sup>. All 87 counties are being asked to pass a resolution supporting the effort. Attached is a draft resolution for your consideration.

## **Action Requested:**

Consider Resolution 2023-01 A Resolution Supporting the Community Supervision Work Group and Requesting the Legislature Pass a New Funding Formula and Significant Appropriation.

State Reimbursement for Eligible County Probation costs CPO Counties 1975-2021



## What is Probation?

Probation is one form of community supervision, which is an umbrella term that includes probation, supervised release, and pre-trial services. Many people use the term probation and community supervision interchangeably. Throughout this document, probation is used to refer to all parts of the community supervision system which are defined below.

### Pre-Trial Supervision

Pretrial supervision is community supervision of person that has not yet been convicted of a crime. Agents ensure clients show up to court, comply with conditions of release, and connect them with voluntary services like substance use disorder and mental health treatment.

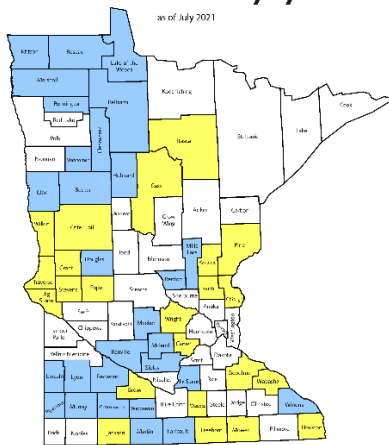
### Supervised Release

Community supervision for those who committed felony offenses are released from prison on their court-ordered release date. In Minnesota, state law requires most people serve two-thirds of their sentence in prison and one-third in the community under supervision. Some people who require greater supervision are placed on intensive supervised release.

### Probation

A community supervision sanction imposed on a person by the court as an alternative to or in conjunction with confinement or intermediate sanctions. They may be convicted of felony, gross misdemeanor, or misdemeanor offenses

### Correctional Delivery Systems



There are three probation delivery systems in Minnesota that use a combination of state and county provided services. **Counties provide about 80% of the probation and supervised release services in the state and the Department of Corrections (DOC) provides the other 20%.**

#### DOC

State Corrections Department provides all supervision services.

#### DOC/CPO

State Corrections Department provides services for adult felons; county provides services for juveniles/adult non-felons.

#### CCA

Community Corrections Act provides all supervision services.

## How is Probation Funded in Minnesota?

**Every probation delivery system has its own method of funding.**

- The DOC receives a direct agency appropriation from the Legislature and is included in the Governor's budget request to the Legislature. The Legislative funding is the main source of funding for the DOC. For DOC contract counties, the DOC provides all supervision services and bills the county for juvenile and adult non-felony cases. The county is eligible for a 50% reimbursement of costs just like the CPO Counties described in the next paragraph.
- CPO counties provide and pay for probation services for juveniles and adult non-felons, which is reimbursable up to 50% from the DOC. If the Legislature does not appropriate enough money to the DOC to reimburse the entire 50% of costs, the DOC pro-rates the reimbursements. CPO counties have not received the complete reimbursement amount since the 1990's.
- CCA counties receive a subsidy from the Legislature after it passes through the DOC budget. The subsidy is distributed to the CCA counties through a complicated formula considering population, case filings, criminal defendants that are not sent to prison, and adjusted net tax capacity. In most counties, the state subsidy does not cover more than 1/3 of costs for probation that is provided by the county on behalf of the DOC – well below the intended 50% cost-share by the state.

## The Problem – Confusion and Underfunding

The three different funding mechanisms used to fund Minnesota's probation systems are not only difficult to understand but also create inequalities in service and outcomes. Every year, the three delivery systems approach the Legislature separately for funding to provide an essential public safety service. Counties are at a disadvantage because they are not at the table as a state agency therefore, they must rely on the DOC to include county funding in the governor's proposed budget. If that does not happen, counties must bring an independent bill to ask for funding. When choosing between the state budget and county subsidies and reimbursements, legislators often cut the county funding proposals, which means that counties – who deliver more than 80% of the State's probation services – are consistently underfunded. Even when the DOC field services budget gets an increase, it has not been enough to hire additional field agents.

**Minnesota is last in the nation when it comes to general fund spending on corrections. The impact is felt severely by smaller counties with fewer resources. Without proper resources, probation staff cannot do their job effectively which impacts public safety in every county regardless of delivery system.**

## The Solution – More Funding and a New Formula Created by Counties

AMC has gone to the Legislature year after year for funding to support better outcomes but has been unsuccessful in obtaining any meaningful changes. Until the outdated formula and funding structure are amended, counties will be required to make up the difference between what the state provides and what public safety necessitates through increased property tax levies. Counties have the solution and are unified in their proposal to fix the probation funding formula.

**The AMC Community Supervision Workgroup is creating a better probation funding formula to apply one method of funding for all counties.** All three probation delivery systems are retained in this proposal, preserving county choice. The simplified formula will be based on data from a workload study that is currently underway and will be used to calculate the actual cost for probation. The workload study is tracking the work of agents throughout the state to determine how many staff are required to provide evidence-based practices throughout the state. Once the required staffing is determined, the Workgroup determine the daily cost of probation for each case which will be the basis for legislative appropriations. This will ensure that counties are part of the same funding stream as the DOC, so the entire system is funded as part of the state budget. **There will be a substantial appropriation request** in addition to the proposed formula **to ensure that all counties can maintain a base level of probation** and evidence-based practices that are proven to reduce the rate of reoffense.

## The Resolution

AMC is asking for the support of all 87 counties to support the efforts of the Community Supervision Workgroup to create a more effective probation system in Minnesota. A resolution by all 87 counties is a message to legislators that they can no longer ignore this critical aspect of Minnesota's public safety system and must do their job in 2023 by passing a new formula and accompanying funding.

If you have questions or would like more information, please contact Carli Stark, AMC Public Safety Policy Analyst and MACCAC Director, at 651-789-4335 or [cstark@mncounties.org](mailto:cstark@mncounties.org).

December 2022

**Resolution 2023-01**  
**of the**  
**Pine County Board of Commissioners**

**A Resolution Supporting the Community Supervision Work  
Group and Requesting the Legislature Pass a New Funding  
Formula and Significant Appropriation**

WHEREAS, community supervision (including probation, supervised release, intensive supervision and pretrial assessments) is a fundamental part of the criminal justice system;

WHEREAS, Minnesota's counties provide essential community supervision using one of three delivery methods mandated by Minnesota Statutes Chapter 244.19 and Minnesota Statutes Chapter 401;

WHEREAS, Minnesota Statutes 244.19 requires that the state "pay 50 percent of the costs of probation officers' salaries" yet over the last 20 years funding has decreased and Minnesota has become the state with the lowest level of corrections funding in the nation;

WHEREAS, the Legislature's mandate to counties to provide community supervision while failing to fulfill its funding obligation has increased local property taxes;

WHEREAS, adequate state funding and an updated community supervision funding formula are necessary to ensure all communities in Minnesota have effective community supervision;

WHEREAS, the Association of Minnesota Counties established the Community Supervision Work Group including county leaders and experts in community supervision from all three delivery systems;

WHEREAS, the Community Supervision Work Group has convened stakeholders across the three probation delivery systems to create a unified recommendation for an equitable and adequate funding formula and appropriation; and

WHEREAS, the Board of Directors of the Association of Minnesota Counties that represents the diverse interests of Minnesota's 87 counties, voted to support a new funding formula that provides counties with the resources needed to keep communities safe.

NOW, THEREFORE, BE IT RESOLVED, the Pine County Board of Commissioners supports the efforts of the Community Supervision Work Group and requests the 2023 Legislature pass a funding formula and appropriation that is adequate and sustainable.

Approved this 3<sup>rd</sup> day of January, 2023.

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\_\_\_\_\_, Chair  
County Board of Commissioners

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David J. Minke, Administrator  
Clerk to Board of Commissioners