AGENDA

PINE COUNTY BOARD REGULAR MEETING

District 1	Commissioner Hallan
District 2	Commissioner Mohr
District 3	Commissioner Chaffee
District 4	Commissioner Mikrot
District 5	Commissioner Ludwig

Tuesday, July 7, 2020, 10:00 a.m.

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

- **The Meeting Will be In Person and Via WebEx (video / phone conference) and streamed live on the internet.**
- **Not more than two county commissioners will be present in the meeting room.**
- **The public may join the meeting via WebEx, in person at the meeting room, or watch the livestream.**
- **If joining the meeting in person, the total number of persons (including commissioners) cannot exceed 10 and social distancing of at least 6 feet will be in effect.**

The Governor of the State of Minnesota has issued Executive Order 20-01 Declaring a Peacetime Emergency and Coordinating Minnesota's Strategy to Protect Minnesotans from COVID-19. On March 24, 2020 the Pine County Board of Commissioners declared a local emergency for Pine County.

Based on these conditions, the Chair of the Pine County Board of Commissioners has determined that the requirements of Minnesota Statute 13D.021, Subd. (1) have been met and it is not practical or prudent for all members of the county board to meet in person.

The public is invited to join the meeting in person or remotely: by phone call 1-650-215-5226, (access code): 163 639 2794, (password): epPfcQPF376. Click the link on the county website (www.co.pine.mn.us***) for more information and to watch a live stream broadcast of the meeting.***

A) Call meeting to order

B) Pledge of Allegiance

C) Public Forum. Members of the public are invited to speak. After being recognized by the Chair, each speaker should state his/her name and limit comments to three (3) minutes.

D) Adopt Agenda

E) Approve Minutes
   June 16, 2020 county board Minutes and Summary for publication
   June 29, 2020 Special Meeting-Committee of the Whole

F) Minutes of Boards, Reports and Correspondence
Pine County Surveyor Monthly Report – June 2020
County Board of Appeal & Equalization Minutes – June 15, 2020

G) Approve Consent Items

CONSENT AGENDA

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

1. **Applications**
   Consider approval of the following applications:
   A. Application to Repurchase
      i. Consider Resolution 2020-42 authorizing Debra K. Mofle, former owner, to repurchase the property at 6 Pathfinder Village, Lot B20, Hinckley (Parcel ID 09.5263.000), in full.

2. **Law Enforcement Contract Renewal 2021, 2022, 2023 – City of Sandstone**
   Consider approval of renewal of a contract for law enforcement services for the City of Sandstone for years 2021, 2022, 2023. The only changes from the previous contract are the rates: $57.77/hr., $59.50/hr., and $61.29 for the respective years (3% each year). The hours and expectations remain the same. Authorize Board Chair and County Administrator to sign.

3. **Personnel (Employment Status)**
   A. Authorize regular employment status for Social Worker Samantha Maser effective July 14, 2020.

REGULAR AGENDA

1. **Public Hearing - Ordinance 2020-43 (Concerning Septic Systems) (at 10:00 a.m. or as soon thereafter as practicable)**
   A. Presentation of ordinance by staff
   B. Questions from the Board
   C. Open Public Hearing/Comments from the public
   D. Close Public Hearing
   E. Board -- additional discussion if necessary
   F. Consider adoption of Pine County Ordinance 2020-43 on behalf of Wilma Township, rescinding all prior ordinances and amendments to ordinances regulating subsurface sewage treatment systems within Wilma Township.

2. **Insurance Committee Report (Minutes attached)**
   The Insurance Committee met June 18, 2020. Information only, no board action necessary.

3. **Technology Committee Report (Minutes attached)**
   The Technology Committee met June 30, 2020. Information only, no board action necessary. It was the consensus of the committee to 1) proceed with the hiring process for an additional IT Support Specialist, and 2) proceed with COVID-related projects and provide an update at the July Technology Committee meeting.

4. **Initiative Foundation**
   Presentation by Initiative Foundation Grants & Development Manager Carl Newbanks. The county typically make an annual contribution to the Initiative Foundation. The 2020 amount is $7,450. The foundation is requesting a similar amount for 2021.

5. **Amendment to Joint Powers Agreement with Minnesota Department of Corrections**
   Consider approval of a Joint Powers Agreement with the Minnesota Department of Corrections for Work Release Services. The State will pay $60 per day per state offender participating in the program and $21.12 per day per offender on Phase 2/electronic monitoring/GPS; not to exceed $80,000. Authorize Board Chair and County Administrator to sign.

6. **Nemadji One Watershed One Plan Draft**
   Identify any significant concerns with the draft plan and request the county's representative address them with the Nemadji Policy Committee. If there are no concerns, the board should consider a motion to authorize the Pine County Nemadji 1W1P Policy Committee Representative, currently Matt Ludwig, to vote affirmatively to submit the draft plan to the Board of Water and Soil Resources (BSWR) for the 60-day review period.

7. **Award Contract #2001**
   Award bid for Contract #2001 to lowest responsible bidder as determined by the County Engineer for the following:

SAP 058-627-006	Located on CSAH 27, West of CSAH 17 over North Fork Grindstone River
SAP 058-630-014	Located on CSAH 30, 0.1 miles East of CSAH 22 over Wolf Creek
CP 058-150-001	Located on CR 150, 0.5 miles West of CSAH 40 over Pine River

8. **Coronavirus Response Update**

9. **Commissioner Updates**
   Meeting with State Representative Nathan Nelson
   AMC Blue Ribbon Committee on County Government Operations
   Snake River Watershed Management Board
   State Community Health Services Advisory Council
   East Central Regional Development Commission
   NLX – Cancelled
   Facilities Committee - Cancelled
   1W1P – Nemadji
   Other

10. **Other**

11. **Upcoming Meetings (Subject to Change)—All meetings to be conducted remotely unless otherwise indicated. Contact the organization hosting the meeting for call-in information.**
    a. Pine County Board Meeting, Tuesday, July 7, 2020, 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota.

b. Soil & Water Conservation District, Wednesday, July 8, 2020, 2:00 p.m.
c. East Central Solid Waste Commission, Monday, July 13, 2020, 9:00 a.m.
d. Pine County Chemical Health Coalition, Monday, July 13, 2020, 4:00 p.m.
e. Personnel Committee, Tuesday, July 14, 2020, 9:00 a.m.
f. Extension Committee, Thursday, July 16, 2020, 3:00 p.m.
g. Lakes & Pines Community Action Council, Monday, July 20, 2020, 10:00 a.m.
h. Pine County Board Meeting, Tuesday, July 21, 2020, 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota

12. <u>Adjourn</u>

MINUTES
OF THE
PINE COUNTY BOARD MEETING
Regular Meeting
Tuesday, June 16, 2020 - 10:00 a.m.
North Pine Government Center, Sandstone, Minnesota

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

Chair Hallan stated the Governor of the State of Minnesota has issued Executive Order 20-01 Declaring a Peacetime Emergency and Coordinating Minnesota's Strategy to Protect Minnesotans from COVID-19. On March 24, 2020, the Pine County Board of Commissioners declared a local emergency for Pine County.

Based on these conditions, the Chair of the Pine County Board of Commissioners has determined that the requirements of Minnesota Statute 13D.021, Subd. (1) have been met and it is not practical or prudent for members of the county board to meet in person. Members of the county board will join the meeting remotely.

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

Members present in the meeting room were Commissioners John Mikrot and Matt Ludwig. Members present via electronic means were Chair Hallan, Commissioners Josh Mohr and Steve Chaffee. Also present were County Administrator David Minke and present via electronic means was County Attorney Reese Frederickson.

The Pledge of Allegiance was said.

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

Chair Hallan requested the following revision to the agenda:

Addition: Regular Agenda Item 2: Investment Committee – Consider approval of Resolution 2020-36 to Credit 2020 On-sale Liquor License Renewals and authorize Board Chair and County Administrator to sign.

Motion by Commissioner Ludwig to adopt the amended Agenda. Second by Commissioner Mikrot. A Roll Call vote was called by Chair Hallan: District 4-Commissioner Mikrot/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Chaffee/Aye. Motion carried 5-0.

Motion by Commissioner Mikrot to approve the Minutes of the June 2, 2020 county board meeting and Summary for publication. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan: District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Chaffee/Aye; District 4-Commissioner Mikrot/Aye. Motion carried 4-0.

Minutes of Boards, Reports and Correspondence

Pine County Housing and Redevelopment Authority (HRA) Board of Directors regular meeting Minutes – February 26, 2020 and April 22, 2020

Pine County Zoning Board Minutes – April 23, 2020

Initiative Foundation correspondence – May 19, 2020

Pine County Chemical Health Coalition Minutes – June 8, 2020
City of Sandstone Wellhead Protection Plan, Part Two – June 8, 2020

Motion by Commissioner Ludwig to acknowledge the Minutes of Boards, Reports and Correspondence. Second by Commissioner Chaffee. A Roll Call vote was called by Chair Hallan: District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Chaffee/Aye; District 4-Commissioner Mikrot/Aye; District 5-Commissioner Ludwig/Aye. Motion carried 5-0.

Motion by Commissioner Mohr to approve the Consent Agenda. Second by Commissioner Mikrot. A Roll Call vote was called by Chair Hallan: District 2-Commissioner Mohr/Aye; District 3-Commissioner Chaffee/Aye; District 4-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye. Motion carried 5-0.

CONSENT AGENDA

1. **Review May, 2020 Cash Balance**

Fund	May 31, 2019	May 31, 2020	Increase(Decrease)
General Fund	512,251	(177,625)	(689,876)
Health and Human Services Fund	352,115	13,651	(338,464)
Road and Bridge Fund	769,482	3,802,922	3,033,441
Land Management Fund	1,990,318	2,480,123	489,805
TOTAL (inc non-major funds)	19,980,349	26,545,738	6,565,388

2. **May 2020 Disbursements/Claims Over $2,000**
   Approve May 2020 disbursements and claims over $2,000.

3. **Applications**
   Approve the following applications:
   A. 3.2 License On/Off Sale
      i. Duquette General Store
      ii. Ray & Marge's Resort
      iii. Duxbury Store
   Pending approval from the state, township, county sheriff.
   B. Repurchase Applications and Applications for Contract Reinstatements
      i. Approve Resolution 2020-33 authorizing Fred and Cheryl Willert, former owners, to repurchase the property at 8274 Government Rd., Pine City (Parcel ID 26.0271.000) in full.
      ii. Approve Resolution 2020-34 authorizing Daniel Lang, former owner, to repurchase the property described as Lot 14, Block 3, Townsite of Sandstone (Parcel ID 45.5024.000) in full.
      iii. Approve Resolution 2020-37 authorizing David Durand, former owner, to repurchase the property at 62099 Lake Alma Rd, Hinckley (Parcel ID 23.0292.001) on a 4-year repurchase contract.
      iv. Approve Resolution 2020-38 authorizing David Durand, former owner, to repurchase the property described as the E½ of NW¼, Sec. 33, Twp. 41, Rge. 17 (Parcel ID 23.0323.000) on a 4-year repurchase contract.
      v. Approve Resolution 2020-39 authorizing Charlotte Compton, former owner, to

repurchase the property at 80346 Trails End Rd, Bruno (Parcel ID 24.0064.001) in full.

vi. Approve Resolution 2020-40 authorizing Michael Reed, former owner, to reinstatement on the purchase contract on the property described as part of the E½ of the SE¼, Sec. 32, Twp. 44, Rge. 21 (Parcel ID 05.0263.005).

vii. Approve Resolution 2020-41 authorizing Craig Williams, former owner, to reinstatement on the repurchase contract on the property at 28233 Horned Owl Ln, Brook Park (Parcel ID 06.0154.000)

4. **2020-2021 State Boat and Water Safety Grant**
Approve the 2020-2021 State Boat and Water Safety Grant in the amount of $7,094 to be used for enforcement hours and annual maintenance. This grant does not require matching funds. Authorize Board Chair and County Administrator to sign.

5. **Joint Powers Agreement Amendment #3 – Minnesota Department of Correction (boarding process)**
Approve Amendment #3 of the Joint Powers Agreement between the Minnesota Department of Corrections and the Pine County Jail. The State is requesting an extension of this JPA to include a new contract end date of June 30, 2022, and increasing the original agreement of $800,000 to $1,400,000, a total increase of $600,000 for the extended two-year period (July 1, 2020 – June 30, 2022). Authorize Board Chair and County Administrator to sign.

6. **Body/Squad Camera Contract**
Approve contract between the Pine County Sheriff's Office and Utility Associates to provide 30 squad and 30 body cameras with installation, training and outfitting. The five-year cost is $379,000. Authorize Board Chair to sign the Offer of Acceptance and the County Administrator to sign the Customer Service Agreement.

REGULAR AGENDA

1. **Facilities Committee Report**
Commissioner Ludwig provided an overview of the June 3, 2020 meeting. Ludwig stated permanent glass barriers will be installed at the courthouse and jail to provide viral aerosol protection and will also enhance worker safety as a security upgrade; onsite jail visitation will resume by appointment only; re-opening county buildings to public walk-in traffic; flag pole and signage discussions are taking place for the North Pine Government Center; and telework.

2. **Investment (Finance) Committee Report**
Commissioner Hallan provided an overview of the June 5, 2020 Investment Committee meeting and stated COVID-19 has allowed for off-sale liquor sales only. The recommendation of the committee was to provide a three-month credit of $375 to existing license holders when renewing on-sale liquor licenses issued by Pine County. For eligible applicants, the on-sale liquor license renewal fee will be $1,125.
Motion by Commissioner Ludwig to approve Resolution 2020-36 to Credit On-sale Liquor License Renewals. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan: District 3-Commissioner Chaffee/Aye; District 4-Commissioner Mikrot/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye. Motion carried 5-0.

3. **Personnel Committee Report**

Commissioner Ludwig provided an overview of the June 9, 2020 meeting. The Personnel Committee made the following recommendations:

A. County Attorney

i. Acknowledge the retirement of County Attorney Office Manager Terri Janssen, effective July 31, 2020, and authorize backfill of the position and any subsequent vacancies due to internal promotion or lateral transfer.

B. Jail

i. Acknowledge the resignation of Corrections Officer Jennifer Neel, effective June 5, 2020, and authorize backfill of the position and any subsequent vacancies due to internal promotion or lateral transfer.

C. Zoning

i. Acknowledge the resignation of Environmental Technician Leiah Hart, effective June 12, 2020 and authorize backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

ii. Approve restructure of the current Zoning and Environmental Technician Support position including additional job duties, revised job description, title change to Zoning and Solid Waste Technician, grade change from 5 (minimum starting wage $18.46/hour) to 7 (minimum starting wage $20.74/hour). Current job incumbent Joy Hix will receive a pay increase from $22.45/hour to $23.40/hour effective July 1, 2020. Her anniversary date will remain March 9, 2015.

iii. Approve the newly created Zoning and Solid Waste Support Specialist position (AFSCME Road and Bridge Contract, grade 4, minimum starting wage of $17.41/hour) along with the proposed job description.

Motion by Commissioner Ludwig to approve the recommendations of the Personnel Committee. Second by Commissioner Chaffee. A Roll Call vote was called by Chair Hallan: District 4-Commissioner Mikrot/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Chaffee/Aye. Motion carried 5-0.

4. **Performance Measurement Program Participation**

County Auditor/Treasurer Schroeder gave an overview of the Performance Measurement Program which is offered by the State Auditor's Office. Schroeder stated that by participating and completing a set of ten performance measures and publishing those results, Pine County will receive an additional $4,000 in county program aid. The county can participate in this program annually.

Motion by Commissioner Ludwig to approve Resolution 2020-35 to continue participation in the Council on Local Results and Innovation Performance Measurement Program and authorize Board Chair and County Administrator to sign. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan: District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Chaffee/Aye; District 4-Commissioner Mikrot. Motion carried 5-0.

5. **Elections Overview**

County Auditor/Treasurer Schroeder gave a presentation on the upcoming election process and stated there have been discussions regarding voting and COVID-19. Schroeder stated the AutoMARK assistive voting machines purchased in 2006 are outdated and will need to be replaced in the future, however, grants could be obtained to assist with costs incurred for this expense.

6. **Nemadji One Watershed One Plan**
   Melanie Bomier, Water Resources Technician for the Carlton Soil & Water Conservation District gave a presentation on the Nemadji One Watershed One Plan; this partnership includes members of Pine and Carlton counties. Bomier explained the goals and priorities of the Plan, which include streams, wetlands, forests, farms, ground water and lakes. Bomier outlined the proposed timeline to implement the Comprehensive Watershed Management Plan and stated the plan is currently in draft form. Bomier stated plan administration will be conducted through a Memorandum of Agreement between Pine and Carlton counties.

Chair Hallan called a recess at 11:38 a.m.
The board reconvened at 11:43 a.m.

7. **East Central Regional Juvenile Center Update**
   Probation Director Terry Fawcett provided an overview from the June 4, 2020 East Central Directors meeting. Fawcett stated the current Joint Powers Agreement expires in 2021 and recruitment of other counties is being pursued. Fawcett expressed the value of the East Central Regional Juvenile Center and but also expressed financial concerns. Health & Human Services Director Becky Foss also expressed budget concerns and paying for beds that may not be used. Partnering with another county may be an option to alleviate costs.

8. **Coronavirus Response Update**
   A. Public Health: Community Health Services Administrator Sam Lo provided an update on the current public health situation, including a summary of the current cases and spread of COVID-19. Lo stated there are still a lot of unknowns with the coronavirus.
   B. Probation: Probation Director Fawcett stated the probation office will open to walk-in traffic beginning July 1, 2020. Modifications are being made to work schedules.
   C. Administrator's Office: County Administrator Minke provided information on the CARES Act which was enacted in March 2020 by the federal government. The CARES Act will provide funding for entities affected by COVID-19 and monies can be used as outlined by the federal government. . Minke also stated, to access funds, each jurisdiction is required to certify; Pine County could certify as early as June 22, 2020.
   Motion by Commissioner Ludwig to allow Pine County Administrator to certify on behalf of the county any certification required by the state of Minnesota to access the funds. Second by Commissioner Mikrot. A Roll Call vote was taken by Chair Hallan: District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Unavailable; District 3-Commissioner Chaffee/Aye; District 4-Commissioner Mikrot/Aye; District 5-Commissioner Ludwig/Aye. Motion carried 4-0.

   It was the consensus of the board to schedule a Special Meeting/Committee of the Whole meeting to discuss CARES Act funding and Coronavirus updates on June 29, 2020 at 9 a.m. This meeting will be via telephone/video conference as allowed by MS 13D.021

9. **Commissioner Updates**
   AMC Blue Ribbon Committee on County Government Operations: Chair Hallan stated the committee has been working with Health and Human Services waivers. Hallan also stated a meeting is scheduled with State Representative Nelson on June 17, 2020 at 9 a.m.
   Arrowhead Counties Association: Commissioner Mikrot reported at the last board meeting.
   Central MN Council on Aging: Chair Hallan reported at the last board meeting.

Central Regional EMS: Commissioner Ludwig stated supplies, including sterilizer spray guns, are backordered. A new grant is being worked on, an update will be provided at a later date.

East Central Solid Waste Commission: Chair Hallan states the landfill continues to be busy. Hallan also noted a contract with a trucking firm was terminated however, another driver was hired. Hallan also commented that less water has been going into the landfill resulting in less leachate.

East Central Regional Library Board: Commissioner Mohr was unable to attend the meeting; however, it was noted plans are underway to open libraries soon and East Central Regional Library is moving into its new headquarters.

Pine County Chemical Health Coalition: Commissioner Mikrot stated the Coalition is looking at completing tobacco compliance checks this year; compliance checks should be done annually. Mikrot also stated funds have been set aside for opioid prevention/intervention.

Soil & Water Conservation District: Commissioner Ludwig stated the highlight is forestry and management plans, it is a good strong program. Ludwig also stated soil tests are still being completed.

Law Library: Commissioner Mohr and County Attorney Reese Frederickson were unable to attend the meeting.

Central MN Jobs and Training Service: Chair Hallan stated the work force unemployment numbers are triple of what they were in January and February. Hallan stated there are predictions that numbers will change as businesses start opening again.

Board of Equalization: Commissioner Ludwig stated the meeting went well.

Association of Minnesota Counties Public Safety Committee: Commissioner Ludwig the meeting went well and information will be brought to the legislative bodies.

10. **Other**

Commissioner Hallan reported that as of today, all but eight county fairs have been canceled due to COVID-19.

County Engineer Mark LeBrun provided an update on current and upcoming road projects. LeBrun also stated the sales tax income should not be affected from last year.

11. **Upcoming Meetings**

Upcoming meetings were reviewed.

12. **Adjourn**

With no further business, Chair Hallan adjourned the meeting at 12:46 p.m. The next regular meeting of the county board is scheduled for Tuesday, July 7, 2020 at 10:00 a.m.

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

SUMMARY
OF
MINUTES
OF THE
PINE COUNTY BOARD MEETING
Regular Meeting
Tuesday, June 16, 2020 - 10:00 a.m.
North Pine Government Center, Sandstone, Minnesota

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

Chair Hallan stated the Governor of the State of Minnesota has issued Executive Order 20-01 Declaring a Peacetime Emergency and Coordinating Minnesota's Strategy to Protect Minnesotans from COVID-19. On March 24, 2020, the Pine County Board of Commissioners declared a local emergency for Pine County.

Based on these conditions, the Chair of the Pine County Board of Commissioners has determined that the requirements of Minnesota Statute 13D.021, Subd. (1) have been met and it is not practical or prudent for members of the county board to meet in person. Members of the county board will join the meeting remotely.

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

Members present in the meeting room were Commissioners John Mikrot and Matt Ludwig. Members present via electronic means were Chair Hallan, Commissioners Josh Mohr and Steve Chaffee. Also present were County Administrator David Minke and present via electronic means was County Attorney Reese Frederickson.

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 Mikrot. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

Motion by Commissioner Mikrot to approve the Minutes of the June 2, 2020 county board meeting and Summary for publication. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence

Pine County Housing and Redevelopment Authority (HRA) Board of Directors regular meeting Minutes – February 26, 2020 and April 22, 2020
Pine County Zoning Board Minutes – April 23, 2020
Initiative Foundation correspondence – May 19, 2020
Pine County Chemical Health Coalition Minutes – June 8, 2020
City of Sandstone Wellhead Protection Plan, Part Two – June 8, 2020

Motion by Commissioner Ludwig to acknowledge the Minutes of Boards, Reports and Correspondence. Second by Commissioner Chaffee. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

Motion by Commissioner Mohr to approve the Consent Agenda. Second by Commissioner Mikrot. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

Fund	**May 31, 2019**	**May 31, 2020**	**Increase(Decrease)**
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TOTAL (inc non-major funds)	19,980,349	26,545,738	6,565,388

Approve May 2020 disbursements and claims over $2,000.

Approve the following applications:

3.2 License On/Off Sale: Duquette General Store, Ray & Marge's Resort, Duxbury Store.

Repurchase Applications and Applications for Contract Reinstatements

i. Approve Resolution 2020-33 authorizing Fred and Cheryl Willert, former owners, to repurchase the property at 8274 Government Rd., Pine City in full.
ii. Approve Resolution 2020-34 authorizing Daniel Lang, former owner, to repurchase the property described as Lot 14, Block 3, Townsite of Sandstone in full.
iii. Approve Resolution 2020-37 authorizing David Durand, former owner, to repurchase the property at 62099 Lake Alma Rd, Hinckley on a 4-year repurchase contract.
iv. Approve Resolution 2020-38 authorizing David Durand, former owner, to repurchase the property described as the E½ of NW¼, Sec. 33, Twp. 41, Rge. 17 on a 4-year repurchase contract.
v. Approve Resolution 2020-39 authorizing Charlotte Compton, former owner, to repurchase the property at 80346 Trails End Rd, Bruno in full.
vi. Approve Resolution 2020-40 authorizing Michael Reed, former owner, to reinstatement on the purchase contract on the property described as part of the E½ of the SE¼, Sec. 32, Twp. 44, Rge. 21.
vii. Approve Resolution 2020-41 authorizing Craig Williams, former owner, to reinstatement on the repurchase contract on the property at 28233 Horned Owl Ln, Brook Park.

Approve the 2020-2021 State Boat and Water Safety Grant in the amount of $7,094 to be used for enforcement hours and annual maintenance. This grant does not require matching funds.

Approve Amendment #3 of the Joint Powers Agreement between the Minnesota Department of Corrections and the Pine County Jail. The State is requesting an extension of this JPA to include a new contract end date of June 30, 2022, and increasing the original agreement of $800,000 to $1,400,000, a total increase of $600,000 for the extended two-year period (July 1, 2020 – June 30, 2022).

Approve contract between the Pine County Sheriff's Office and Utility Associates to provide 30 squad and 30 body cameras with installation, training and outfitting. The five-year cost is $379,000.

Motion by Commissioner Ludwig to approve Resolution 2020-36 to Credit On-sale Liquor License Renewals. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

The Personnel Committee made the following recommendations:

A. County Attorney

i. Acknowledge the retirement of County Attorney Office Manager Terri Janssen, effective July 31, 2020, and authorize backfill of the position and any subsequent vacancies due to internal promotion or lateral transfer.

B. Jail

i. Acknowledge the resignation of Corrections Officer Jennifer Neel, effective June 5, 2020, and authorize backfill of the position and any subsequent vacancies due to internal promotion or lateral transfer.

C. Zoning

i. Acknowledge the resignation of Environmental Technician Leiah Hart, effective June 12, 2020 and authorize backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

ii. Approve restructure of the current Zoning and Environmental Technician Support position including additional job duties, revised job description, title change to Zoning and Solid Waste Technician, grade change from 5 (minimum starting wage $18.46/hour) to 7 (minimum starting wage $20.74/hour). Current job incumbent Joy Hix will receive a pay increase from $22.45/hour to $23.40/hour effective July 1, 2020. Her anniversary date will remain March 9, 2015.

iii. Approve the newly created Zoning and Solid Waste Support Specialist position (AFSCME Road and Bridge Contract, grade 4, minimum starting wage of $17.41/hour) along with the proposed job description.

Motion by Commissioner Ludwig to approve the recommendations of the Personnel Committee. Second by Commissioner Chaffee. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

Motion by Commissioner Ludwig to approve Resolution 2020-35 to continue participation in the Council on Local Results and Innovation Performance Measurement Program. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

Chair Hallan called a recess at 11:38 a.m.
The board reconvened at 11:43 a.m.

Motion by Commissioner Ludwig to allow Pine County Administrator to certify on behalf of the county, any certification required by the state of Minnesota to access CARES Act funds. Second by Commissioner Mikrot. A Roll Call vote was taken by Chair Hallan. Due to technical difficulties Commissioner Mohr was unavailable to vote. Motion carried 4-0.

It was the consensus of the board to schedule a Special Meeting/Committee of the Whole meeting to discuss CARES Act funding and Coronavirus updates on June 29, 2020 at 9 a.m. This meeting will be via telephone/video conference as allowed by MS 13D.021

With no further business, Chair Hallan adjourned the meeting at 12:46 p.m. The next regular meeting of the county board is scheduled for Tuesday, July 7, 2020 at 10:00 a.m.

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

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

MINUTES
OF THE
PINE COUNTY BOARD MEETING
Special Meeting
Monday, June 29, 2020 – 9:00 a.m.
Pine County, Minnesota

The Governor of the State of Minnesota has issued Executive Order 20-01 Declaring a Peacetime Emergency and Coordinating Minnesota's Strategy to Protect Minnesotans from COVID-19.

On March 24, 2020, the Pine County Board of Commissioners declared a local emergency for Pine County. Based on these conditions, the Chair of the Pine County Board of Commissioners has determined that the requirements of Minnesota Statute 13D.021, Subd. (1) have been met and it is not practical or prudent for members of the county board to meet in person. Members of the county board will join the meeting remotely.

The public was invited to join the meeting remotely by phone or by WebEx via a link on the county website.

Present via electronic means were Chair Hallan and Commissioners Josh Mohr, John Mikrot and Matt Ludwig. Commissioner Steve Chaffee was absent (excused). Also present via electronic means were County Attorney Reese Frederickson and County Administrator David Minke.

Chair Steve Hallan called the meeting to order at 9:00 a.m.

The Pledge of Allegiance was said.

Motion by Commissioner Ludwig to approve the Agenda. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan. District 2-Commissioner Mohr/aye; District 3-Commissioner Chaffee/absent; District 4-Commissioner Mikrot/aye; District 5-Commissioner Ludwig/aye; District 1-Chair Hallan/aye. Motion carried 4-0.

1. **<u>CARES Act Funding</u>**
   County Administrator David Minke stated Governor Walz used executive authority to disburse some of the approximately $2 billion of federal CARES Act dollars to local governments in Minnesota. Under the governor's order, $841 million is to be distributed to townships, cities, and counties. Cities and township of 200 people or more will receive a direct appropriation, jurisdictions under 200 may apply to the county for reimbursement of eligible expenses. All jurisdictions must certify to the Department of Revenue that funds will be used appropriately before the funds are released. Pine County's certification was submitted on June 25, 2020. Allocations for Pine County include Pine County-$3,600,000 (includes $54,000 for jurisdictions under 200); Cities (collectively)/larger than 200 - $880,447; townships (collectively)/larger than 200 - $424,425, for a grand total of $4,904,902. These funds may only be used for eligible expenses for COVID-19 relief including direct county expenses, the non-federal share of FEMA grants, worker's compensation costs, improvements made to the courthouse and other facilities, community health boards, and community and business relief.

All funds must be spent by the end of the year. City/township funds that are unspent will roll to the county in November and any unspent funds the county has will roll back to the state mid-December. Of the $3.6 million available to the county, most of that will be available for business and community relief. A formal outreach to cities and townships will be made.

2. **Corona Response Update/ Public Health Update**
   Community Health Services Administrator Sam Lo provided an update on the current COVID-19 pandemic including a summary of the current cases and spread of COVID-19.

3. **Adjourn**
   With no further business, Chair Hallan adjourned the meeting at 10:15 a.m.

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

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

June 2020

CSAH 61 Pine City, T39N R21W Section 33, calculate search areas, search for, set, and GPS, road right of way corners and private corners. Update files.

CSAH 7 Pine City, T39N R21W Section 33, search for, reset, and GPS, road right of way corners and private corners. Update files.

CSAH 27 bridge project, T42N R21W Section 29, search for, set, and GPS PLSS corners and private corners. Update files.

CSAH 26 culvert replacement, T42N R21W, research records, set GPS control, calculate search areas, search for, set, tie out and GPS PLSS corners. Update files.

CR 140 culvert replacement, T41N R21W, research records, set GPS control, calculate search areas, search for, set, tie out and GPS PLSS corners. Update files.

CSAH 70, T38N R21W Section 16, research records, calculate search areas, search for, set, tie out and GPS road right of way corners, private corners and PLSS corners. Update files.

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.

June 2020

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 BOARD OF APPEAL & EQUALIZATION

District 1	Commissioner Hallan
District 2	Commissioner Mohr
District 3	Commissioner Chaffee
District 4	Commissioner Mikrot
District 5	Commissioner Ludwig

Monday, June 15, 2020, 6:00 p.m.
North Pine Government Center - Sandstone, Minnesota
Also via WebEx

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

Based on the existence of a Public Health Emergency, the Chair of the Pine County Board of Commissioners has determined that the requirements of Minnesota Statute 13D.021, Subd. (1) have been met and it is not practical or prudent for all members of the county board to meet in person. Members of the county board will join the meeting remotely.

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

Members present in the meeting room were Commissioners John Mikrot and Matt Ludwig. Members present via electronic means were Chair Hallan, Commissioners Josh Mohr and Steve Chaffee. Also, present in the meeting room were County Auditor Treasurer Kelly Schroeder and County Assessor-Recorder Lorri Houtsma.

County Auditor-Treasurer Schroeder administered the Board of Equalization Oath.

County Assessor-Recorder Houtsma reviewed the purpose of the meeting and reviewed the values for the 2020 assessment.

The meeting then moved into the individual property owner's appeals:

Howard Mostad (PIDs 12.0282.000 & 12.0277.000) spoke regarding the same questions he had last year and he is wondering if we did anything about it. He noted he just sold all of the property for $475,000 which is less than the assessor has it valued.

Doug Stanger (PIDs 23.0156.000 & 23.0158.000) explained he recently purchased the property and that he knows he paid too much and feels his property value went up so much because he put in a driveway. He noted the driveway does not meet driveway specifications, as the first half of the driveway is built with a 21' driving surface and the second half of the driveway is built with a 12' driving service, is only 8' wide in some areas and has low spots and is falling apart on him. Other point he would like to make is the state has a real nice parking lot near his property and at certain times of a year there is a lot of gun shots and it makes him feel unsafe at his property. He

noted there are 37 acres of low ground on the 80 acres on the road and that the back 80 is mostly high with maybe 12 acres of low.

Jeffrey Nelson (PID 21.0141.000) noted that he purchased his property for $210,000 in August of 2018 and there has been a significant increase in his property valuation since he bought his property. Mr. Nelson handed out a graph regarding his property values and explained the graph. He noted he requested a decrease in 2019 and it was decreased last year, but now this year, the valuation it is back to where it was before. He noted he was provided with a field card, but that the field card did not tell him how we got to the proposed valuation. He also noted that the field card has a note that the site overlooks a small unnamed lake, which is not correct as it is not a lake per the DNR. He provided information regarding a data set of the properties around him and noted that the properties all went up at different percentages and dollars per acre which he does not feel is correct. Mr. Nelson noted the standards for mass appraisal of real property, and he noted proximity to railroad tracks should be a consideration to valuation and from a theoretical standpoint he sees problems with mass appraisal. He does not feel it is more accurate than a sales approach method as there is a way for "truing up the system" and the sale price should reflect the market value at that time of sale. Mr. Nelson handed out another chart regarding his valuation which rolls forward the sales ratios to current valuation which produces a valuation of $206,955. He also noted Zillow valued his property on June 9 of $225,949.

Sharon Gohman (PID 28.0834.000) noted she bought their cabin in 1988 and built their house in 2003 and is disputing the 2021 value as they missed 2020 due to medical issues. She gave an overview of their property and the improvements to the property including adding a 3-season porch and a man cave/garage. She noted that prior to garage addition the values seemed right on, but then the valuation went up about $100,000 between the additions and on this trajectory they will not be able to sell their house for what the value is going to be. Ms. Gohman showed some properties comparable to her's around the lake. She also noted Pokegama Lake floods and it floods up to their deck and that is the reason people don't want to buy property on the lake. Additionally, the lake produces bogs. She is recommending a value of $367,300 versus proposed at $435,000. They don't understand where this valuation came from as there are only 3 properties valued over $400,0000 on Lake Pokegama. Additionally, they do not get a homestead credit due to value of the property. They paid less in taxes when they had their home in the Twin Cities.

Denton Dawson (PID 28.5009.000) explained the 60' wide lot in question is on west side of Pokegama Lake, but the lot does not have lakeshore and he has owned it almost 40 years. He noted the estimated market value went up 110% for 2021 and he has made no changes to the lot to warrant the increase. Commissioner Hallan asked if there are any buildings on the lot. Mr. Dawson noted there is a small shed on the property that has always been there. County Assessor Houtsma noted the property was previously valued as a non-conforming non-buildable lot, and per the County zoning and the Township Ordinance the lot is actually buildable. Houtsma noted that Mr. Denton could combine this lot with his other lot and reduce this valuation; however, he may not be able to split it back out if this was done as he would then need to meet current zoning regulations. Houtsma asked him what the property would sell for and Mr. Denton was not sure.

Dan Berglund (PID 20.0359.000) described his 80 acres by Duxbury, as over the last 20 years most of the property has been underwater due to beavers and is almost wetland. He noted he would estimate that about 10% of it that never gets wet, which would be approximately 70 acres of 80 acres are wet. Commissioner Hallan asked him if there are any trees growing on the property. Mr. Berglund noted that they have all died due to the beaver dam. He can only get into the property during hunting season and in the middle of winter. County Assessor Houtsma noted the current valuation lists 50 acres low ground. Mr. Berglund noted he felt the taxes of $700 was fair, and now it's up over $1,000 which he does not feel it is fair. After being reminded the meeting is regarding the valuation not the taxes, Mr. Berglund noted he feels the valuation of the property should be $60,000.

Nick Vanderport (PID 21.0189.000) explained that his valuation notice originally stated a valuation of $152,300, but the Assessor's office has offered to reduce it to $149,000 because they found a mistake. Mr. Vanderport noted the property was set to increase by 16,000, which is a 13% increase from when he purchased the property in 2018. Mr. Vanderport noted he looked at his neighboring properties and they were changing differently with some values increasing and some values decreasing and his property increased the most. He also noted the house itself is poor quality, and was built with 2x4 walls and brown foam stuff. County Assessor Houtsma explained the increases are due to market increases and no other changes. Mr. Vanderport did have an appraisal done on the property which came in at $140,000; however, after it was reviewed by Lorri, it was noted the comparables were all manufactured homes and not stick built homes. When this issue was brought to the private appraiser's attention the appraisal was amended to $142,000. Houtsma explained the amended assessor valuation of $149,000 is very close to the appraised value (104%) and values cannot just be lowered to match the fee appraised value.

The Board discussed each case and considered comments by County Assessor Houtsma and made the following decisions:

Howard Mostad (PIDs 12.0282.000 & 12.0277.000): Commissioner Mohr made a motion to make no change to the valuation. Commissioner Hallan seconded the motion. Each commissioner voted in favor of the motion and the motion passed 5-0.

Doug Stanger (PIDs 23.0156.000 & 23.0158.000) Commissioner Mohr made a motion to make no change to the valuation. Commissioner Chaffee seconded the motion. Each commissioner voted in favor of the motion and the motion passed 5-0.

Jeffrey Nelson (PID 21.0141.000): Commissioner Mohr made a motion to make no change to the valuation. Commissioner Ludwig seconded the motion. Each commissioner voted in favor of the motion and the motion passed 5-0.

Sharon Gohman (PID 28.0834.000): Commissioner Chaffee made a motion to go with the County's recommendation of $435,000 down from $451,000. Mikrot seconded the motion. Each commissioner voted in favor of the motion and the motion passed 5-0.

Denton Dawson (PID 28.5009.000): Commissioner Ludwig made a motion to make no change to the valuation. Commissioner Mikrot seconded the motion. Each commissioner voted in favor of the motion and the motion passed 5-0.

Dan Berglund (PID 20.0359.000): Commissioner Mohr made a motion to add 10 acres to the low ground resulting in a valuation of $82,500 down from $89,100. Commissioner Ludwig seconded the motion. Each commissioner voted in favor of the motion and the motion passed 5-0. It was suggested that this property be physically reviewed this season to determine if more or less low acres are warranted.

Nick Vanderport (PID 21.0189.000): Commissioner Mohr made a motion to go with the county's recommendation of $149,000 down from $152,300. Commissioner Chaffee seconded the motion. Each commissioner voted in favor of the motion and the motion passed 5-0.

County Assessor Houtsma reviewed the County Assessor recommendations and noted there are a lot more recommendations this year due to the pandemic impact on the local boards. Most appeals at the local board meetings were done as "no change" since property visits were not practical at that time. Commissioner Ludwig asked if these property owners have been notified of these changes. Houtsma noted all property owners have been notified and if they did not agree with the change, they would have had the opportunity to be at this meeting to appeal the value. Commissioner Ludwig made a motion to accept the Assessor's recommendations. Commissioner Mohr seconded the motion. Motion passed 5-0.

Chair Hallan adjourned the meeting at 8:10 p.m.

Stephen M. Hallan	Kelly M. Schroeder, Auditor-Treasurer
Chair, County Board of Commissioners	Clerk, Board of Appeal & Equalization

AGENDA REQUEST FORM

Date of Meeting: **July 7, 2020**

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

☐ **Personnel Committee**

☐ **Other _____**

Agenda Item: **Tax Forfeit Repurchase Application**

Department: **Auditor-Treasurer**

_____
Department Head signature

Background information on Item:

The Pine County Auditor's office has a Repurchase Application from Debra K. Mofle, on Pine County Parcel 09.5263.000 (6 Pathfinder Vlg #B20, Hinckley). This is Ms. Mofle's first repurchase application and the request is to repurchase the property in full. It is recommended the Board approve all requests.

Action Requested:

Consider Resolution 2020-42 authorizing Debra K. Mofle, former owner, to repurchase the property at 6 Pathfinder Village, Lot B20, Hinckley (Parcel ID 09.5263.000) in full.

Financial Impact:

N/A

RESOLUTION 2020-42

WHEREAS, Debra K. Mofle, the former owner, has made and filed an application with the County Auditor for the repurchase of the hereinafter described parcel of tax forfeited land, in accordance with the provisions of Minnesota Statutes 1945, Section 282.241, as amended, which land is situated in the County of Pine, Minnesota, and described as follows, to-wit:

Lot Six (6), Block 2 Pathfinder Village-St. Croix 3rd Addition according to the plat thereof on file and of record in the office of the Recorder in and for Pine County, Minnesota Parcel 09.5263.000

and WHEREAS, said applicant has submitted the required application for repurchase to the Pine County Auditor in full:

and

and WHEREAS, this Board is of the opinion that said application should be granted for such reasons,

NOW THEREFORE BE IT RESOLVED, that the application of Debra K. Mofl is hereby granted and the County Auditor is hereby authorized and directed to permit such repurchase according to the provisions of Minnesota Statutes 1945, Section 282.241, as amended.

Dated this 7th day of July, 2020.

Attest:

_____
Stephen M. Hallan
Chairman, Board of County Commissioners
Pine County, Minnesota

_____
David J. Minke
Pine County Administrator

PINE COUNTY
MINNESOTA

AGENDA REQUEST FORM

Date of Meeting: 07-07-2020

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

☐ **Personnel Committee**

☐ **Other** _____

Agenda Item: Law Enforcement contract with Sandstone

Department: Sheriff

_____
Department Head signature

Background information on Item:

The Pine County Sheriff's Office has been providing law enforcement contract hours for the City of Sandstone for several years. This is a three year extention, covering 2021, 2022, and 2023. The only changes from the last contract are the rates; $57.77/hr., $59.50/hr., and $61.29 for the respective years (3% each year). The hours and expectations remain the same. County Attorney Frederickson has reviewed the contract.

Action Requested:

Approve and sign the contract.

Financial Impact:

Allows for payment of contracted hours.

PINE COUNTY
and
CITY OF SANDSTONE
AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by the Pine County Sheriff, hereinafter referred to as the "Sheriff and approved by the County of Pine, a Minnesota political subdivision, hereinafter referred to as the "County Board" and the City of Sandstone, a Minnesota municipal corporation, hereinafter referenced to as the "City".

WITNESSETH

WHEREAS, the City is desirous of contracting with the Sheriff to provide law enforcement services within the City boundaries, said services to be performed by the County Sheriff's Office; and

WHEREAS, the Sheriff is agreeable to providing additional law enforcement services within the City boundaries, beyond that which is customarily and regularly provided to the City, and the County Board approves the allocation of additional deputies to the City; and

WHEREAS, such contracts are authorized and provided for by the provisions of Minnesota Statutes §§471.59, and 436.05.

NOW THEREFORE, pursuant to the terms of the aforesaid statutes it is agreed as follows:

1) **Services to be provided.** The Sheriff and County Board agree to provide law enforcement services for the City, within the corporate limits of the City, from January 1, 2021 through December 31, 2023. Law enforcement services shall include the following: routine patrolling within the community by a deputy sheriff, interaction with members of the residential and commercial communities within the City, investigations of all state statute and city ordinance violations occurring within the City, supply support and assistance to other public service agencies such as the ambulance and fire departments. The hours per day contracted for is specified in this

Agreement and are to be agreed to between the Sheriff and the City. The hours per day contracted for includes time spent by the deputy performing duties outside the city. These duties include but are not limited to responding when necessary to calls, emergencies, assisting other deputies, or administrative duties at the Sheriff's Office such as report writing or interviewing. Up to 15 minutes of travel time between the Sheriff's Office before and after each shift shall also be included in the contracted hours. If the travel time exceeds 15 minutes each way the contracted for hours shall be reduced by the excess travel time.

The County Sheriff's Office shall investigate all violations of State law and ordinance violations, except those that the City compliance officer is investigating and has not requested a criminal investigation, The law enforcement services provided by the County Sheriff's Office to the City shall be comparable to the level and delivery of services provided elsewhere in the County by its Sheriff's Office.

2) **Administrative Responsibility.** All decisions concerning the implementation and performance of law enforcement services, including the disciplining of deputies, the control of the deputy assigned to the City and to all other matters incident to the performance of such services shall remain with the Sheriff's Office. The County Sheriff shall make reasonable efforts to consider the City Council's wishes in assigning a particular deputy to the City or transferring a particular deputy from the City if requested by the City. However, the City understands that a deputy has the choice of assignment depending on seniority pursuant to the labor agreement with the County, and that deputies may exercise their rights to either be assigned to a particular city or to transfer from a city assignment to County patrol or be promoted to a different position.

3) **City's Responsibilities.** In order to provide satisfactory law enforcement services to the City, the County Sheriff's Office shall have the full and complete cooperation from the City and its officials, agents and employees.

4) **Information to be provided to the City.** The County Sheriff's Office shall supply the City on the 15th day of each month (or on a different frequency if the parties agree) with reports, records, and information so that the City can understand the nature of the investigations or calls the deputy assigned to the City is performing each day, the periods of time the deputy is called out of the City to assist other deputies in other areas, and the activity of all patrol deputies in the County that may have assisted the assigned City deputy. The format and title of this information commonly referred to as a daily deputy log, officer activity report, and daily blotter, will be determined by the Sheriff. The Sheriff will only disclose public data pursuant to Minnesota Statutes section 13.82.

If requested by the City, the information shall also include the status of investigations; whether particular enforcement matters have been referred for prosecution; reasons for not pursuing further investigation. If the City would like information about a case that has been referred to the County Attorney's Office for prosecution, the City may contact the County Attorney's Office directly to request this information.

5) **Dispute Resolution.** The City Administrator shall act as a liaison between the City and the Sheriff with respect to this Agreement. The City and the Sheriff should attempt to resolve all problems related to the law enforcement services on the basis of mutual interest and understanding. If the City has concerns about a particular investigation or performance of the assigned deputy, the City Administrator shall report the concerns, in writing to the Sheriff. When concerns have been presented to the Sheriff in writing and in accordance with

this paragraph the response from the Sheriff shall be in writing. Both parties agree that written communications will help prevent misunderstandings and misinformation, and will assist in effectively addressing concerns. The deputy assigned to the City shall attend City Council meetings, as requested for the purpose of addressing any concerns or questions of the City Council. If the City has concerns about the information provided by the Sheriff required by Paragraph 4, the City Administrator shall address those concerns in writing to the Sheriff.

6) **Failure to abide by contract terms.** In the event that a party to this Agreement fails to fulfill its duties or obligations as set forth herein (a "default") the non-defaulting party shall give written notice of the default to the defaulting party. The notice of default shall set forth with particularity the issues, conduct, performance or other problem that constitutes the default. The defaulting party shall have sixty days within which to cure the default. If the default is not cured within the time allowed, the parties agree to submit their dispute to binding arbitration. If the City should prevail in arbitration, the City may terminate this agreement by providing the County with 60 days written notice of termination. The costs of arbitration should be shared equally between the City and County.

7) **Payment.** The City has requested and the County Sheriff's Office has agreed to provide ten (10) hours per day of law enforcement services to the City during the three year term of this Agreement.

In consideration for the law enforcement services being provided by the County Sheriffs Office to the City for the term of January 1, 2021 through December 31, 2021, the City shall pay to the County the sum of $57.77 per hour or $150,202.00 for the year. Said annual amount shall be payable by the City in **twelve equal monthly** installments of $12,516.83. Installments shall be due on or before the 15th day of each month, beginning January 15, 2021 and shall continue monthly thereafter during this term. The annual amount is based on the multiplication of this agreement's rate,

hours per day, and days per year.

In consideration for the law enforcement services being provided by the County Sheriff's Office to the City for the term of January 1, 2022 through December 31, 2022, the City shall pay to the County the sum of $59.50 per hour or $154,700.00 for the year. Said annual amount shall be payable by the City in twelve equal monthly installments of $12,891.67. Installments shall be due on or before the 15th day of each month, beginning January 15, 2022 and shall continue monthly thereafter during the term. The annual amount is based on the multiplication of this agreement's rate, hours per day, and days per year.

In consideration for the law enforcement services being provided by the County Sheriff's Office to the City for the term of January 1, 2023 through December 31, 2023, the City shall pay to the County the sum of $61.29 per hour or $159,354.00 for the year. Said annual amount shall be payable by the City in twelve equal monthly installments of $13,279.50. Installments shall be due on or before the 15th day of each month, beginning January 15, 2023 and shall continue monthly thereafter during the term. The annual amount is based on the multiplication of this agreement's rate, hours per day, and days per year.

The particular hours per day that the deputy shall patrol the City shall be agreed to by the City and the County Sheriff's Office.

If, in the judgment of the City and/or the County Sheriff's Office, it is necessary to add additional temporary law enforcement personnel for special events sponsored by the City, such personnel shall be hired by the Sheriff and supervised as with other County Sheriff's Office employees performing services under the terms of this Agreement. The City agrees to reimburse the Sheriff for the additional personnel used at special events at the hourly rate set for the year in which the services are provided.

8) **Term of this Agreement; Renewal.** The term of this Agreement shall be from January 1, 2021 through December 31, 2023,

The County Sheriff's Office shall notify the City by July 1, 2021 of the hourly rate for the deputy for the following year. If the County Sheriff's Office is not able to provide the same number of hours of law enforcement services or requests a change in the scheduling of the hours for the following year, this information also shall be provided to the City at this time. The City Administrator and a City Council member shall be designated by the City to meet with the County Sheriff to discuss any concerns or changes needed to the Agreement for the next term. The Sheriff shall attend a regular city council meeting in July of each year or at the next meeting if there is a scheduling conflict. Any changes or modifications with respect to this Agreement shall be agreed to by the parties no later than September 15th of each year. If either party chooses to terminate this Agreement, it may do so for any reason so long as written notice is provided to the other party no later than. September 15th so that the other party may have sufficient time to revise its budget to reflect this change for the following year.

10) **Employees of the County.** All County Sheriff's Office employees performing services for the City pursuant to this Agreement are employees of the County, therefore, all obligations with regard to wages, workers' compensation, PERA, withholding tax, insurance and similar benefits shall be the obligation of the County. The City shall not be required to assume any liability of employment for any County employee, including, but not limited to, for injuries or sickness arising out of their employment hereunder. The County agrees to hold indemnify, defend and hold the City harmless from any such claims.

11) **Indemnification.** To the fullest extent permitted by law, the County agrees to defend, indemnify and hold harmless the City, and its employees, officials and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the County's negligence or the County's performance or failure_

to perform its obligations under this Agreement, except as set forth below. The County agrees this indemnity obligation shall survive the completion or termination of this Agreement.

To the fullest extent permitted by law, the City agrees to defend, indemnify and hold harmless the County, and its employees, officials and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the City's negligence or the City's performance or failure to perform its obligations under this Agreement. The County agrees this indemnity obligation shall survive the completion or termination of this Agreement.

The City agrees to defend, indemnify and hold harmless the County, and its employees, officials and agents, for any claims related to the interpretation of or challenges to the validity of the City's ordinances.

During the term of this contract, the County will maintain a policy of liability insurance covering the employees and the services identified in this Agreement and will name the City as an insured under said policy.

12) **Fine and Forfeiture Revenues.** All fines collected by the courts, the County or the City for violations that occurred in the City shall be disbursed according to state statute. All proceeds recovered from the sale of forfeited property from a violation that occurred in the City shall be disbursed according to state statute.

IN WITNESS THEREOF, the City, by motion of its governing body caused this Agreement to be signed by its Mayor and City Administrator, and the Sheriff of Pine County, and the Pine County Board of Commissioners, has caused these presents to be subscribed by the County on the day and year first above written.

COUNTY OF PINE

By:

_____
Pine County Sheriff

By:

_____
Chairman of the Pine County Board of Commissioners

CITY OF SANDSTONE

By:

_____
Mayor of Sandstone

By:

_____
City Administrator / Clerk

Approved as to form and execution

Dated: _____

_____
Pine County
Attorney

Dated: _____

_____
Sandstone City Attorney

PINE COUNTY
MINNESOTA

AGENDA REQUEST FORM

Date of Meeting: July 7, 2020

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

☐ **Personnel Committee**

☐ **Other _____**

Agenda Item: **Approve Regular Employment Status**

Department: HHS

Rebecca Foss
_____
Department Head signature

Background information on Item:

Social Worker Samantha Maser is nearing the end of her probationary status. HHS is recommending that she be granted regular employment status effective July 14th.

Action Requested:

Authorize regular employment status for Samantha Maser effective July 14, 2020.

Financial Impact:

N/A

AGENDA REQUEST FORM

Date of Meeting: July 7, 2020

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

☐ **Personnel Committee**

☐ **Other_____**

Agenda Item: Ordinance 2020-43 (Concerning Septic Systems) Public Hearing

Department: Planning & Zoning

Department Head signature

Background information on Item:

Wilma Township has, through formal action, decided to defer regulation of subsurface sewage treatment systems to Pine County. Ordinance 2020-43 is an ordinance on behalf of Wilma Township, rescinding all prior ordinances and amendments to ordinances regulating subsurface sewage treatment systems.

Action Requested:

1.) Presentation of the ordinance
2.) County Board questions and discussion
3.) Open Public Hearing and take public testimony
4.) Close Public Hearing
5.) County Board additional discussion if necessary
6.) Consider adoption of Pine County Ordinance 2020-43 on behalf of Wilma Township, rescinding all prior ordinances and amendments to ordinances regulating subsurface sewage treatment systems within Wilma Township.

Financial Impact:

Administrative costs of this change will be offset by permit revenues within the Planning and Zoning Department.

PINE COUNTY ORDINANCE 2020-43
AN ORDINANCE ON BEHALF OF WILMA TOWNSHIP

The Board of Commissioners of Pine County, Minnesota, hereby ordains:

Section 1. Any ordinance or amendment to an ordinance recorded as of this date regulating the Subsurface Sewage Treatment Systems within Wilma Township is hereby repealed in its entirety.

Pine County will regulate the sewage treatment systems within Wilma Township in accordance with the "Pine County Subsurface Sewage Treatment Systems Ordinance," adopted February 4th, 2014 and any amendment thereafter.

Section 2. This Ordinance is in effect on July 17, 2020 or the day following publication, whichever occurs later.

Passed and approved this 7th Day of July, 2020 by the Pine County Board of Commissioners.

_____

Stephen M. Hallan, Chair
Pine County Board of Commissioners

ATTEST:

_____

David J. Minke
Pine County Administrator

Notice of Public Hearing Published: 06/25/2020
Public Hearing: 07/07/2020
Adopted by County Board: 07/07/2020
Publication of Ordinance: 07/16/2020
Filed with County Recorder: 07/17/2020
Effective Date: 07/17/2020

Drafted By:
Pine County Planning & Zoning Dept.
635 Northridge Dr NW, Suite 250
Pine City, MN 55063

PINE COUNTY INSURANCE COMMITTEE
Minutes
June 18, 2020 - 10:30 a.m.
Via Web-Ex Meeting
Pine City, Minnesota

Members Present: Commissioner Hallan
Commissioner Ludwig

Also present via electronic means were: David Minke, Jodi Blesener, Deb Gray, Jen Frederickson, Kelly Schroeder, Jennifer Christensen, Julie Maser, Kathy Reiser, Terry Clementson, Tim Ottum, Terry Lovgren, Sherry Johnson, Jackie Koivisto, Shawn Linnell, Yvette Weis, Jordan Jusczak, Darren Gibson, AFSCME Representative Sheila Pokorny, IBEW Representative Martin Carey, Gallagher Representatives Justin Kroeger and Paul Schrupp

Justin Kroeger, Insurance Representative from Gallagher opened the meeting with discussion regarding our updated 2021 health insurance plan renewal.

1. Updated Claims Experience
   a. Justin reviewed 2020 quarter one claims experience. We did not have this information when we met in May. The data demonstrated a middle-of-the-road quarter. We have started 2020 on solid footing, not great but not terrible. The updated time periods now move up a quarter. The Service Cooperative renewal is based on a "broken year" using nine months of 2019 and three months of 2020. The most recent two years of claim data will be used to underwrite our case. Period one is down 6% from the previous year ($47,000 total claims). The negative is when quarter one 2019 slides into period two adjusting that that period up 29.75%. The positive is the recent decrease of 6%. 2019 was considered a bad year and 2020, an average year through the first quarter. Overall, we are in a bit of a better position than last year.

      Commissioner Ludwig asked if the 2020 claims reduction was related to people avoiding general physician visits due to COVID. Justin replied that was a likely contributor and that physician visits started to taper mid-March. Justin also commented that January and February were good months and not likely affected by COVID.

2. Renewal Projections
   a. Based on paid claims in periods one and two, fixed costs and stop-loss coverage, the Service Cooperative will need approximately $3.7 million to cover costs. Today we are paying approximately $3.3 million. The difference is approximately $447,800 or a 13.41% rate increase. This is a projection at this point. We will not receive our actual renewal until August. In the past, we have been successful in negotiating the projected increase downward.

3. Fully-Insured Bids
   a. Justin conducted a Request for Proposal to solicit insurance bids. The fully-insured bids replicate the claims arrangement that we have now with the Service Cooperative. Pine County pays another entity to take on the risk – there is no risk to the county. BlueCross BlueShield (BCBS) submitted a bid using the same plans and coverage but omitted the Service Cooperative. We would essentially buy direct from BCBS. The bid came in at 19.4% over our current rates, not a competitive bid.

      Preferred One also submitted a fully-insured bid similar to what we have now with a 12.4% increase. This puts them in the ballpark with the Service Cooperative. We will keep this bid

around for future conversations as it is a fair offer. Medica offered a bid for 25% more than the Service Cooperative. This bid is a non-starter.
Health Partners declined to quote. United Health Care submitted a last-minute bid at 16% over our current projected increase with the Service Cooperative. Justin will review the bid and get back to us with the details.

4. Self-Insured Bids
Bids were received from BCBS and Preferred One. Moving to a self-insured model will not trigger huge savings in 2021 but will likely create future rate stabilizing opportunities rather than our current arrangement of seeking bids only to gain leverage with the Service Cooperative.

Self-insuring will not give us exact rates, we will need to project expected claims but will have a good idea as to what we need. We can match our current plans. The unknown will be expected claims. The only certainty in this type of situation is fixed costs which is extremely important.

With self-insurance, we would rely on underwriting to make expected claims projections. We bear the risk and buy specific and aggregate stop-loss insurance to cover catastrophic claims. The insurer would agree to pay 15% above our maximum expected claims threshold. If we are under the expected threshold the extra money would go into a reserve account which is an important part of the self-insurance model. The reserve account allows us to build money for future years. If we have a bad year, the reserves would help to off-set losses. The point of self-insurance is to build reserves to stabilize insurance rates.

5. Fixed Cost Analysis
   a. Justin reviewed a Fixed Cost Analysis (broker compensation is pulled out because it is level and the same for all carriers). The Service Cooperative (fully insured) has more fixed costs than a self-insured arrangement. Self-insured fixed costs are approximately 50% less. Stop-loss coverage will rise if we have a lot of catastrophic claims. A good way to keep stop-loss level is to increase the number of contracts. Partnering with another group would be a way to do this. Justin has engaged five other counties that expressed varying degrees of interest. Some of these counties are further along in the process of self-insurance, others are in the beginning stages. A partnership would be easy to manage because it only affects stop-loss, each county pays their own claims. This concept is something we would look at down the road. We can still purchase health and wellness programs if self-insured at approximately the same cost but slightly different plans.

      Commissioner Ludwig asked where the "seed money" comes from in the first year of self-insuring. Justin explained that we would begin building a reserve in the first year due to claims run-out. Claims paid in January are usually November and December run-out from the prior year (incurred in 2020 but not paid until 2021). We would start fresh in January by not paying on any 2020 claims (Service Cooperative would have to pay these 2020 claims). The whole first month of 2021 premium would go into reserves. This gives us two months to build up our reserve account. March of 2021 would be the 1st month where we see a normal amount of money going out to pay claims.

      The insurance company would still handle most of the leg-work if we move to self-insurance. They would pay the claims and we would pay BCBS on a weekly basis vs. the monthly arrangement we have under our current fully-insured model.

6. Historical Analysis
   a. Justin reviewed historical claims data like he did last month. He compared our actual claims experience under the current fully-insurance model vs. a self-insured model and demonstrated potential savings that were significant in some months. He also commented on months where we

would have lost money. Justin also recapped our fully-insured projected rate increase through the Service Cooperative compared to the quotes received from BCBS and Preferred One.

There are no real tangible savings if we stay with a fully-insured model. The Service Cooperative sets rates so that they do not lose money. We would try to replicate the Service Cooperative set-up by self-insuring as a long-term solution for future rate stabilization. We would not want to underfund reserves in the first year of self-insuring.

7. Other
    a. Preferred One does have a narrow network through Fairview.
    b. BCBS will sunset our narrow network H.S.A. Access plan in 2021.
    c. Commissioner Ludwig asked if we moved to the self-insured model, how many years would it take to be successful? Also, we would have tax dollars sitting in the reserve account. Justin replied that as a committee, we would set a goal amount such as 3-6 months of claims ($800,000 to $1,000,000).
    d. Next steps are to spend time analyzing the bids we received. They are firm offers that we can accept now or we can go back and negotiate.
    e. David Minke had questions on the calculation of the historical cost analysis. Justin will look at the figures and respond back to the committee.
    f. The committee should plan to meet again in early August to look at revised quotes and again in late August to look at the finalized picture.

8. With no further business, the meeting was adjourned at 12:00 PM.

MINUTES
PINE COUNTY TECHNOLOGY COMMITTEE

District 1 Commissioner Hallan
District 2 Commissioner Mohr

Tuesday June 30th 2020, 9:00a.m.
WebEx Online Meeting
Pine City, Minnesota

Present: Commissioner Hallan, Commissioner Mohr, IT Manager Ryan Findell, IT Specialist Sr. Kent Bombard, County Administrator David Minke, Child Support Supervisor Jodi Blesener, County Auditor/Treasurer Kelly Schroeder, IT Specialist Nick Miller, Human Resources Manager Jackie Koivisto

1. Called meeting to order at 9:00am
2. Commissioner Hallan approved agenda, Commissioner Mohr seconded
3. IT Staffing
    - IT Manager Ryan Findell presented on the IT staffing level for Pine County. The current number of IT staff at Pine County is three, with the discussion of adding one IT Support Specialist due to staff support increases. Data was shared on call volume, received email, project timelines and comparable counties IT staffing levels. The consensus of the committee was to proceed with adding an IT Support Specialist position.
4. CARES Act Funding
    - IT Manager Ryan Findell presented telework projects that could be allocated funds from the CARES Act. The CARES Act can fund expenses that (1) are necessary due to the public health emergency (2) were not accounted for in the most recent budget and (3) were incurred between March 1, 2020 and December 30, 2020. Potential projects include laptops, digital document workflow, VOIP softphones, and firewalls. Commissioner Hallan discussed the possibility of broadband projects with this funding. The consensus of the committee was to proceed with the COVID-related projects and to provide an update at the July Technology Committee.
5. Other
    - Discussion was held on access to data on the Beacon website.
6. Adjourned at 10:13am

The next Technology Committee meeting will be held on Tuesday July 28th at 9am. The meeting will be held on WebEx unless a meeting location is determined.

The Initiative Foundation is guided by its Board of Trustees and is supported and advised by a host of regional partners and committee members:

BOARD OF TRUSTEES

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June 15, 2020

David J. Minke
County of Pine
635 Northridge Dr NW
Pine City, MN 55063

Dear Chair Mohr, Board of Commissioners and Mr. Minke,

For 34 years the Initiative Foundation has focused on building strong local economies and vibrant communities. In Pine County, we have contributed a total of $1,384,745 in grants to support nonprofit organizations and local government projects, as well as $2,257,090 in business loans to secure 605 quality jobs.

City and county partners are vital to our ability to support business growth, and the creation and maintenance of quality jobs in our region. We sincerely appreciate your past investment and hope to count on your continued support in 2021.

We respectfully request that you consider allocating $7,450 to the Initiative Foundation in your 2021 budget.

The Initiative Foundation's grant-making, lending and programmatic activities will continue to support for-profit and nonprofit business growth, empower new entrepreneurs, address workforce shortages, and increase access to quality childcare for the region's workforce. The Foundation has historically generated a substantial return on the investment of supporters like you, as local contributions make it possible for us to leverage additional resources from sources outside Central Minnesota. Specifically, for every dollar we raise locally, we are able to invest an average of $3.77 back into the communities we serve in grants, loans and scholarships.

In response to the COVID-19 crisis, the Foundation has moved quickly to aid our local economies through emergency grants, loans, and other resources. As we move beyond COVID-19, your support will continue to power our daily work, strengthening local economies and building thriving communities.

Please contact us if you have any questions or to request a presentation at an upcoming meeting. We can present in person or facilitate an online option if you desire. If possible, after your budget for 2021 is finalized, please let us know your decision by signing and returning the enclosed confirmation form. Thank you for your consideration!

All the best,

Matt
Matt Varilek
President

Carl
Carl Newbanks
Grants and Development Manager

The Initiative Foundation is a 501c(3) nonprofit organization. All contributions to the Foundation are tax-deductible to the extent allowed by law. The Foundation owns and manages all financial contributions for the benefit of communities served in the 14-county region of Central Minnesota.

(320) 632-9255
405 First Street SE
Little Falls, MN 56345

ifound.org

Initiative Foundation **COVID-19 Response Efforts**
Updated 6/1/2020

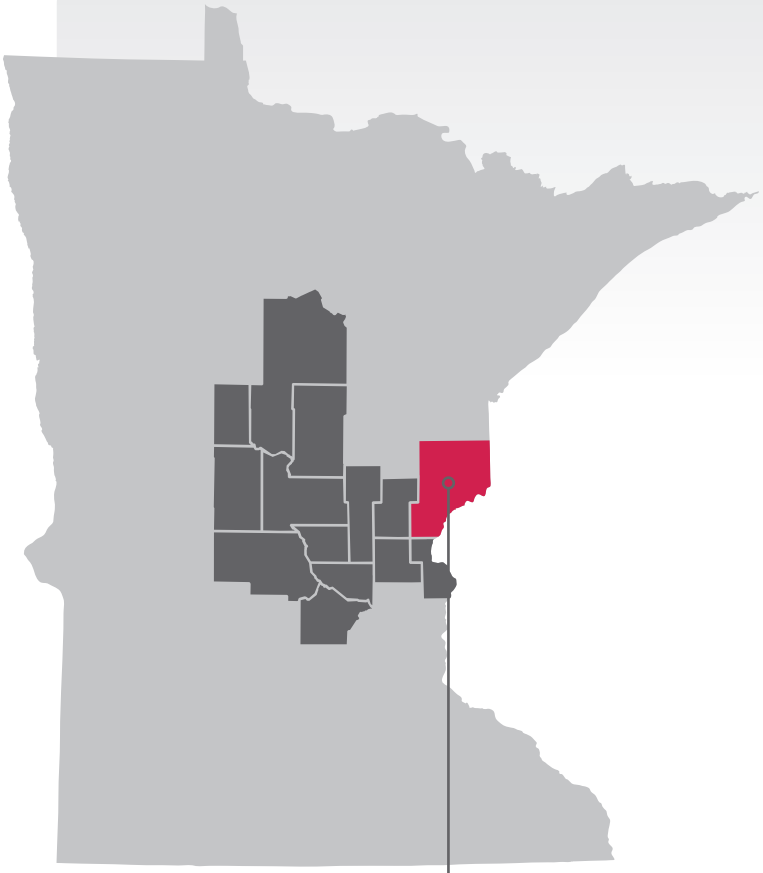
In response to the COVID-19 crisis, the Initiative Foundation has adapted our work, responding quickly to the needs of small businesses, childcare providers, nonprofits, and individuals. In addition to our existing lending, training and grantmaking, and in partnership with State agencies and other Foundations, the Initiative Foundation has taken the following actions:

- Our regional Emergency Relief and Recovery Fund has provided $153,500 in emergency relief grants (food, shelter, basic services support) to regional nonprofits. Much of this funding was secured from sources outside our region through grant requests and fundraising efforts.
- At Governor Walls' request, the Initiative Foundation seeded a fund to support childcare providers serving the children of emergency workers. Our initial investment, and support from the MN Council on Foundations, combined to provide $150,000 in immediate aid to childcare providers across the region.
- We have deployed $1,200,000 in emergency loans to 56 small businesses. These emergency loan funds are provided through MN DEED, and the Foundation assumes the responsibility to process and service these loans.
- Local Emergency Relief Funds, hosted by the Initiative Foundation, have raised and distributed over $250,000 to support their communities.
- The Foundation also has extended options (full deferment or interest-only payments) to more than 40 existing small business loan clients. The value of the loans where deferment options were implemented is $2.85 million.
- All current grantees have been allowed to redirect their awards to operational needs or other immediate relief efforts as they determine. Over $50,000 in grant dollars have been repurposed to meet the general operating needs of local nonprofits, keeping urgent services and supports functioning during the crisis.
- We have adjusted our grant guidelines for the remainder of 2020 to allow more flexibility for COVID-19 relief and recovery. Priority will be given to new or existing programs or services that provide for the basic needs of individuals and families negatively affected by the COVID-19 health crisis. Examples include food security, housing, clothing, health care, and employment.

Foundation staff have hosted countless calls, webinars, and Zoom meetings. Our team has worked tirelessly to understand regional needs, advise local leaders, assist nonprofits, support for-profit businesses, link funding to critical needs, and secure funds from sources outside our region.

As we continue to address the unprecedented level of need, we are steadfast in our commitment to build vibrant communities and thriving economies across Central Minnesota. We will work collaboratively with our partners to maximize the efficiency and effectiveness of all relief and recovery efforts, seeking additional funding from state agencies and other funders, deploying our own grant dollars, and continuing our programmatic work.

Equal opportunity lender, provider and employer.



Initiative Foundation at work in

PINE COUNTY

$725,000

in local donations to the Initiative Foundation.

$4.01 MILLION

returned to Pine County in grants and loans.

Our Mission:
To empower people throughout Central Minnesota to build a thriving economy, vibrant communities and a lasting culture of generosity.

405 First Street SE
Little Falls, MN 56345
(877) 632-9255
ifound.org

Return on Investment

For every local dollar contributed, the Initiative Foundation has invested **$5.55** back into Pine County.

Economic Impact

[1986 to present]

- Awarded 286 grants totaling **$1.4 million**
- 44 loans totaling **$2.26 million**
- Created or retained **605 quality jobs**
- **$11.5 million** in outside capital leveraged
- Hosted **1** Partner Fund

Powering Possible

Equal opportunity lender, provider and employer.

PINE COUNTY Investment Highlights

For a full listing of Initiative Foundation investments in Pine County, Contact us at (877) 632-9255.

Grants Thriving Economy, Thriving Communities

A Place for You	Staff Development
City of Sandstone	Adaptive Reuse of Historic Buildings in Rural Minnesota
Pine Center for the Arts	Building Repairs and Improvements
City of Pine City	Cross Lake Preserve Park
Pine Technical & Community College Foundation	Healthcare Scholarship Program

Business Financing Local Ownership, Quality Jobs

Early Years Academy	Daycare
EZ Box Electrical Systems Solutions, LLC	Wholesale
Lake Superior Laundry, Inc.	Service
Terry & Debra Peterson	Service

Charitable Funds Activating Generosity

Greater Pine Area Endowment

Nonprofit Assistance Helping Organizations Thrive

A Place For You	Leaders Circles
East Central Regional Arts Council	Workshop

Community Action The Power of Partnership

→ Thanks to a grant from the Greater Pine Area Endowment, an Initiative Foundation Partner Fund, the Pine City Community Garden has been revamped after being closed due to the city's pump station construction project. Managed by the Pine County Master Gardeners, the upgrades include seven raised beds, coordination of six gardening classes and the installation of 24 plots and a pollinator garden. More improvements and a grand opening are planned for summer 2020.

→ There are historic buildings all across our state. Some have been fully restored and others are falling apart. The city of Sandstone has hired an intern from the Humphrey School of Public Affairs at the University of Minnesota to research potential partners, funding, design and the role of government in assisting with the restoration of historic buildings. The Initiative Foundation-supported study looked at 12 building projects across Minnesota and provided key findings for a going-forward plan.

→ There's more room for dance, art and music at the Pine Center for the Arts in Pine City after the roof was recently repaired. With a major roof leak, water had badly damaged parts of the building, squeezing the summer arts program into a small space. The Greater Pine Area Endowment, an Initiative Foundation Partner Fund, provided a project grant that has restored creative space for students and instructors.

→ Childhood vision disorders can often be overlooked and misunderstood. As part of its continuing effort to ensure students are ready for school, the Pine City school district, with support from an Initiative Foundation grant, purchased a Spot™ Vision Screener. The mobile device creates the opportunity for vision screenings at early childhood events. Screeners can then make ophthalmology referrals for children as young as 6 months, increasing the likelihood for school and future success.

→ A shortage of available child care is a barrier to entering the workforce for parents across the region. St. Mary's Early Learning Academy in Pine City went through a recent preschool and child care program expansion, thanks in part to an Initiative Foundation grant. When the Catholic school closed in 2016, the preschool program continued to thrive and, with community support, the child care center is up and running!

PROJECTS FUNDED IN PINE COUNTY 2017-2019

GRANT AWARDS	Project Title	Funding Source	Amount
A Place for You	Financial Resiliency through Social Enterprise 2.0	Innovation Fund	$5,000
A Place for You	Maintenance for Homeless Shelter in Pine City	Greater Pine Area Endowment	$2,500
Immaculate Conception Church	Preschool Expansion Project	Greater Pine Area Endowment	$5,000
Pine City School District	Early Childhood Standards and the Dragon Wagon	Innovation Fund	$5,000
Pine City School District	Mobile Vision Screening Equipment	Greater Pine Area Endowment	$1,500
Pine County	Economic Gardening Project	Greater Pine Area Endowment	$3,000
Pine County Agriculture Society	Pine County Fair Economic Impact Study	Greater Pine Area Endowment	$1,000
Pine Habilitation and Supported Employment Inc	Financial Resiliency through Social Enterprise 2.0	Innovation Fund	$5,000
Pine Technical and Community College	Mobile Welding Lab	Greater Pine Area Endowment	$5,000
Pine County Department of Human Services	Mille Lacs Band & Pine County Mental Health Forum	Innovation Fund	$1,000
Pine Habilitation and Supported Employment Inc	Financial Resiliency through Social Enterprise 2.0	Innovation Fund	$3,000
A Place for You	Financial Resiliency through Social Enterprise 2.0	Innovation Fund	$5,000
Legal Aid Service of Northeast Minnesota	Housing Counseling & Training in Pine City	Greater Pine Area Endowment	$2,500
Pine City School District	Truancy Prevention Project	Greater Pine Area Endowment	$2,750
Pregnancy Resource Center of Pine City	Networking Group for Moms	Greater Pine Area Endowment	$2,011
Pine City Athletic Association	Jerseys for Youth Hockey	Greater Pine Area Endowment	$2,500
Pine Technical & Community College	Scholarships	John & Bonnie Schlagel Endowment Fund	$2,500
City of Sandstone	Adaptive Reuse of Historic Buildings in Rural Minnesota	Innovation Fund	$1,500
City of Pine City	Cross Lake Preserve Park	Greater Pine Area Endow	$5,000
Pine Technical & Community College	2018 Scholarships	John & Bonnie Schlagel Endowment Fund	$2,000
Pine City School District	Dragon Technology Summit	Greater Pine Area Endowment	$250
University of Minnesota Foundation	Pine City Community Garden Improvement Project	Greater Pine Area Endowment	$1,952
Pine Center for the Arts Inc	Building Repairs & Improvements	Greater Pine Area Endowment	$4,500
A Place for You	2018 Fundraising Banquet	John & Bonnie Schlagel Endowment Fund	$2,000
Pine City Community Tennis Association dba Pine City Tennis Foundation	Junior Tennis Program 2018	Greater Pine Area Endowment	$1,400

PROJECTS FUNDED IN PINE COUNTY 2017-2019

National Wild Turkey Federation Inc dba Pine County Thunderin Toms	Pine City Youth Trap Shooting Team	Greater Pine Area Endowment	$1,750
Pine Technical & Community College Foundation	Healthcare Scholarship Program	Cambridge Memorial Hospital Foundation	$5,000

BUSINESS FINANCE INVESTMENTS	Participating Lender	Business
Terry & Debra Peterson	Frandsen Bank & Trust	Service

PROJECTS FUNDED IN PINE COUNTY 2018-2020

GRANT AWARDS	Project Title	Funding Source	Amount
Pine Technical & Community College Foundation	Scholarship Program	Cambridge Memorial Hospital Foundation	$5,000
Fostering Families, Inc.	Sweet Dreams	Greater Pine Area Endowment	$1,500
Snake River Valley Conservation Club	Pine City Water Treatment Ponds Birding Platform and Trail	Greater Pine Area Endowment	$1,500
A Place for You	2019 Fundraising Banquet-Housing for Homeless Individuals	John & Bonnie Schlagel Endowment	$2,000
Minnesota Safe Ride	Sober Cab Program	John & Bonnie Schlagel Endowment	$2,000
Pine Technical & Community College Foundation	Scholarships	John & Bonnie Schlagel Endowment	$2,000
A Place for You	Staff Development	Innovation Fund	$3,500
Pine City Area History Association	Replace Building Foundation of Rural School Museum	Greater Pine Area Endowment	$5,000
City of Pine City	Outdoor Rink Facility Improvement	Greater Pine Area Endowment	$25,000
Pine City School District	Dragon Technology Summit	Greater Pine Area Endowment	$250
Pine City Tennis Foundation	Junior Tennis Program 2018	Greater Pine Area Endowment	$1,400
City of Sandstone	Adaptive Reuse of Historic Buildings in Rural Minnesota	Innovation Fund	$1,500
Pine County Thunderin' Toms	Pine City Youth Trap Shooting Team	Greater Pine Area Endow	$1,750
University of Minnesota Foundation	Pine City Community Garden Improvement Project	Greater Pine Area Endow	$1,952
A Place for You	2018 Fundraising Banquet	John & Bonnie Schlagel Endowment	$2,000
Pine Technical & Community College	2018 Scholarships	John & Bonnie Schlagel Endowment	$2,000
Pine Center for the Arts, Inc.	Building Repairs & Improvements	Greater Pine Area Endowment	$4,500
City of Pine City	Cross Lake Preserve Park	Greater Pine Area Endowment	$5,000
Pine Technical & Community College Foundation	Healthcare Scholarship Program	Cambridge Memorial Hospital Foundation	$5,000

BUSINESS FINANCE INVESTMENTS	Participating Lender	Business
Terry & Debra Peterson, Pine City	Frandsen Bank & Trust	Service
EZ Box Electrical Systems Solutions, LLC, Pine City	Entrepreneur Fund	Wholesale
Early Years Academy, Cambridge	Choice Bank	Service
Lake Superior Laundry, Pine City	Initiative Founndation	Service

2021 Budget Confirmation

Please indicate below the county's decision regarding support for the Initiative Foundation in 2021 and kindly return to:

Initiative Foundation
405 First St. SE, Little Falls, MN 56345
Email: cnewbanks@ifound.org Fax: (320) 632-9258

☐ **Yes**, the Board of Commissioners of _____ County has approved funding to the Initiative Foundation in 2021 in the amount of **$ _____.**

- ☐ We would like the Initiative Foundation to send a payment reminder/invoice in the following month/year: _____ / 2021
- ☐ Not necessary, we'll send payments to IF without an invoice, on the same schedule as previous years.

☐ **No**, the Board of Commissioners has decided against funding the work of the Initiative Foundation in 2021.

County official _____

Printed Name **Title**

_____

Signature **Date**

_____

Email Address **Phone #**

If the County Board would like to schedule a presentation by the Foundation, request more information, or discuss local projects, please call Carl Newbanks at 320-631-2042 or email cnewbanks@ifound.org .

Thank you for considering our request. Together, we can continue to serve this great region that we all call home.

PINE COUNTY
MINNESOTA

AGENDA REQUEST FORM

Date of Meeting: July 7, 2020

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

☐ **Personnel Committee**

☐ **Other** _____

Agenda Item: Joint Powers Agreement - MNDOC Work Release Services

Department: Sheriff's Office - Jail Division

Department Head signature

Background information on Item:

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

See attached DOC Pine County Work Release Agreement FY2020/2021

Action Requested:

Request board approval, and appropriate two party's sign agreement. Require documentation from the county board approving JPA Work Release Agreement.

Financial Impact:

State will pay $60 per day per State Offender participating in the program, and $21.12 per day per offender on Phase 2 electronic monitoring/GPS; not to exceed $80,000.

Contract No·178605

STATE OF MINNESOTA
JOINT POWERS AGREEMENT

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

Recitals

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

Agreement

1 Term of Agreement

1.1 ***Effective date*: *July 1, 2020***, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 ***Expiration date*: *June 30, 2021***, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties

2.1 The State will refer State offenders who:

a) meet the criteria and screening for work release as established in Minn. Stat. § 241.26 and State policy 205.120 located at www.doc.state.mn.us, which is incorporated by reference;

b) have security requirements that are met by the Governmental Unit's work release program, and;

c) have a release plan that incorporates the geographical area of the Governmental Unit.

2.2 The Governmental Unit and State must mutually agree on the State offender placement in the Governmental Unit's work release program.

2.3 The Government Unit will provide work release services under the rules and regulations of the Minnesota Department of Corrections Work Release Program Manual, as provided by the State authorized representative.

3 Payment

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

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

4 Authorized Representatives

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

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

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 ***Assignment.*** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

5.2 ***Amendments.*** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

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

5.4 ***Contract Complete.*** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6 Indemnification

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

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

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

7 State Audits

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

8 Government Data Practices

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

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

9 Venue

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

10 Termination

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

10.2 ***Termination for Insufficient Funding.*** The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided

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

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

For services valued in excess of $50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

12 Prison Rape Elimination Act Compliance

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Mary Myers

Date: 6/23/20

SWIFT Contract No. 178605/PO 3-125704

2. GOVERNMENTAL UNIT

By: _____

Title: Rod Williamson

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

(with delegated authority)

Title: Deputy Commissioner Curtis Shanklin

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

Distribution:
Agency
Governmental Unit
State's Authorized Representative - Photo Copy

AGENDA REQUEST FORM

Date of Meeting: **July 7, 2020**

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

Agenda Item: **Nemadji One Watershed One Plan Draft**

Department: **Planning & Zoning**

Caleb Anderson
Department Head signature

Background information on Item:

Pine County is signatory to the Nemadji One Watershed, one Plan Memorandum of Agreement for purposes to collectively develop, adopt and implement a coordinated watershed management plan. Pine County has participated in the process through the Policy Committee, Advisory Committee, and Steering Committee. On June 4th 2020, the Nemadji 1W1P plan writer released a full draft of the plan for review by all partnering organizations which can be found at the following website: https://drive.google.com/drive/folders/1I1rdN4InUORsuvMOlbUHeXK38hRjM1nq The draft plan was presented to the County Board on June 16, 2020.

The next step of the process will be for the Policy Committee to consider submittal of the draft plan to the MN Board of Water and Soil Resources (BWSR) for a 60-day review.

Planning Process Outline:

	Planning
2.1	Write the land and water resources narrative
2.2	Identify and prioritize resources and issues
2.3	Establish measurable goals
2.4	Develop a targeted implementation schedule
2.5	Describe implementation programs
2.6	Determine Organizational Arrangement for Plan Implementation
2.7	Write Plan Final Review Draft
	Plan review and submission
3.1	Conduct formal review
3.2	Write final plan and submit to BWSR
3.3	Adopt plan locally
3.4	Grant reporting (deadline = February 1)

Action Requested:

Identify any significant concerns with the draft plan and request the county's representative address them with the Nemadji policy committee. If there are no concerns the board should consider a motion to authorize the Pine County Nemadji 1W1P Policy Committee Representative, (currently Matt Ludwig) to vote affirmatively to submit the draft plan to the Board of Water and Soil Resources (BWSR) for the 60-day review period.

Financial Impact:

None

PINE COUNTY
MINNESOTA

AGENDA REQUEST FORM

Date of Meeting: July 7, 2020

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

☐ **Personnel Committee**

☐ **Other** _____

Agenda Item: Award Contract #2001

Department: Pine County Public Works

Mark A Lee

Department Head signature

Background information on Item:

Contract #2001
SAP 058-627-006 Located on CSAH 27, West of CSAH 17 over N Fork Grindstone River
SAP 058-630-014 Located on CSAH 30, 0.1 miles East of CSAH 22 over Wolf Creek
CP 058-150-001 Located on CR 150, 0.5 miles West of CSAH 40 over Pine River

Action Requested:

Award contract #2001 to the lowest responsible bidder as determined by the County Engineer

Financial Impact:

Projects funded in 2020 budget