



AGENDA

PINE COUNTY BOARD OF COMMISSIONERS REGULAR MEETING

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

Tuesday, April 4, 2023, 10:00 a.m.

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

Notice of Participation via Interactive Technology

Pine County Commissioner JJ Waldhalm will be attending the Pine County Board of Commissioners Regular Meeting on Tuesday, April 4, 2023 at 10:00 a.m. via interactive technology, pursuant to Minnesota Statute 13D.02. Commissioner Waldhalm will be seen and heard at the meeting via electronic means at 904 Calle Cruz Roja, Barrio Obrero, Arecibo, PR, a location which is open and accessible to the public.

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. Click [here](#) to request to participate in public forum prior to the meeting.

- A) Call meeting to order.
- B) Pledge of Allegiance
- C) Welcome East Central Schools 9th Grade – Student Government Day
- D) Public Forum. Members of the public are invited to speak. After being recognized by the Chair, each speaker should state his/her name and limit comments to three (3) minutes.
- E) Adopt Agenda
- F) Approve Minutes of the March 21, 2023 County Board meeting and Summary for publication
- G) Minutes of Boards, Committees and Correspondence
 - Pine County Land Surveyor Monthly Report – March 2023
 - Pine County Chemical Health Coalition Minutes – March 9, 2023
- H) 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**

A. **Exempt Permit**

- i. Consider application for exempt permit for Disabled Outdoorsmen USA of MN to conduct lawful gambling on April 29, 2023 at Wings North, 19379 Homestead Rd, Pine City, MN (Pokegama Twp.) and authorize County Auditor-Treasurer to sign the application.

2. **Sheriff's Chaplain Corp Accounts**

Consider affirming the assignment of accounts 01-211-000-0000-5751 (Chaplains Corp Revenues) and 01-211-000-0000-6379 (Chaplains Corp Expenditures).

3. **2023 Timber Auction**

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

4. **New Dosey Town Road Easement**

Consider approval of Resolution 2023-20 granting a nonexclusive public easement for the purposes of utilities, roadway, and recreational trail use, over, under, and across as a built road in Sections 3 and 11 of Township 43 North, Range 16 West, and authorize the Board Chair and County Administrator to execute the quit claim deed conveying said easement.

5. **2023 State Boat and Water Safety Grant**

Consider approval of the 2023 State Boat and Water Safety Grant in the amount of \$5,471. The grant will be used for enforcement hours and annual maintenance. The grant period is January 1, 2023 – June 30, 2024. Authorize Board Chair and County Administrator to sign.

6. **Donations**

Consider acceptance of the following:

- A. \$50 donation from Karen Nelson, to offset expenditures, to the Pine County Sheriff's Office K-9 Program.

7. **New Hire**

Consider authorizing the hiring of the following:

- A. Two (2) part-time Hazardous Waste Recycling Attendants, Rick Gross and Jean Petersen, as non-union, Grade 1, employees at a wage of \$16.10 per hour, effective April 4, 2023, pending successful baseline medical examination for working with hazardous waste.
- B. Full-time Deputy Sheriff Carter Lagergren, effective April 17, 2023, \$28.60, Grade 10, Step 2.

8. **Training**

- A. Consider authorizing Chemical Health Resource Coordinator Adriane Wimmer to attend the Helping Each Other Heal Conference, April 20-21, 2023, in Hinckley. There are no registration fees associated with attendance.
- B. Consider ratification of Probation Agent Shawnesy Smith to attend Decision Points Facilitator training, March 28-31, 2023, in Austin, Minnesota. Training: \$500, Lodging: \$266.07, Meals: up to \$153. Total cost: \$919. Funds are available in the 2023 Probation budget.
- C. Consider authorizing Fraud Investigator Kari Rybak to attend the MN BCA Financial Crimes Task Force Criminal Investigation Conference, May 11-12, 2023, in Brainerd. Expenses associated with attendance at the conference are being covered by the MN BCA.

REGULAR AGENDA

1. University of Minnesota – Extension Update

Presentation by D. Craig Taylor, Regional Director, University of Minnesota

2. Minnesota Housing Finance Agency’s Family Homeless Prevention and Assistance Program

Presentation by Jennifer Erdmann, Emergency Services Program Manager, Lakes & Pines Community Action Council. Consider approval of Resolution 2023-23 Authorizing Administration of Minnesota Housing Finance Agency’s Family Homeless Prevention and Assistance Program for the period of October 1, 2023 – September 30, 2025. Authorize Board Chair and County Administrator to sign resolution.

3. Nemadji Watershed Biennial Workplan

Consider approval of the 2023-2024 biennial workplan for the Nemadji River Comprehensive Watershed Management Plan.

4. Clean Water Partnership Loan Amendment

Consider approval of Resolution 2023-22 authorizing County Auditor-Treasurer Kelly Schroeder to execute the Minnesota Clean Water Partnership Project Implementation Loan Agreement Amendment No. 1, which will increase the funding under the program from \$1,800,000 to \$2,400,000. Authorize Board Chair and County Administrator to sign resolution.

5. Commissioner Updates

NLX - cancelled

Pine County Housing and Redevelopment Authority / Economic Development Authority

State Community Health Services Executive Committee

Snake River Watershed Management Board

Snake River Watershed Policy Committee

Pine City Fiber Joint Powers Board Meeting

Technology Committee - cancelled

Meeting with staff from Senator Smith’s Office

Central Regional EMS

Other

6. Other

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

- a. East Central Schools Student Government Day, Tuesday, April 4, 2023, 9:00 a.m., Courthouse, Pine City, Minnesota
- b. Pine County Board Meeting, Tuesday, April 4, 2023, 10:00 a.m., Board Room, Courthouse, 635 Northridge Drive NW, Pine City, Minnesota
- c. Facilities Committee, Wednesday, April 5, 2023, 9:00 a.m.
- d. East Central Solid Waste Commission, Monday, April 10, 2023, 9:00 a.m., 1756 180th Avenue, Mora, Minnesota
- e. Personnel Committee, Monday, April 10, 2023, 9:00 a.m., Commissioner Conference Room, Courthouse, Pine City, Minnesota
- f. East Central Regional Library Trustees Board, Monday, April 10, 2023, 10:00 a.m., ECRL

Headquarters, Cambridge, Minnesota

- g. Northeast Minnesota Area Transportation Partnership, Wednesday, April 12, 2023, 10:30 a.m.
- h. Law Library, Thursday, April 13, 2023, 12:00 p.m.
- i. Extension, Thursday, April 13, 2023, 3:30 p.m., Courthouse Board Room, Pine City, Minnesota
- j. Highway 23 Coalition Annual Meeting, Friday, April 14, 2023, 11:30 a.m., Freddie's Restaurant, Mora, Minnesota
- k. Pine County Board Meeting, Tuesday, April 18, 2023, 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota

8. Adjourn

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

**Tuesday, March 21, 2023 - 10:00 a.m.
North Pine Government Center, 1602 Hwy 23 No., Sandstone, Minnesota**

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

Present were Commissioners Terry Lovgren, and Matt Ludwig. Also present was County Administrator David Minke. Due to an out-of-town commitment, Commissioner J.J. Waldhalm joined the meeting via interactive technology, pursuant to Minnesota Statute 13D.02. Commissioner Waldhalm was seen and heard at the meeting via electronic means, at 904 Calle Cruz Roja, Barrio Obrero, Arecibo PR, a location open and accessible to the public. County Attorney Reese Frederickson appeared via interactive technology. Commissioner Josh Mohr arrived at 10:04 a.m.

The meeting was live streamed on YouTube.

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:

- A. Consent Agenda Item 3.A.i - Excluded Bingo Permit Application – Correction of year of events to reflect **2023**.
- B. Regular Agenda Item 2 – Child Abuse Prevention Month - Correction of resolution number on the resolution document to reflect **2023-19**.

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

Motion by Commissioner Ludwig to approve the Minutes of the March 7, 2023 regular county board meeting and Summary for publication, and March 14, 2023 Special Meeting-Committee of the Whole Minutes. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan: District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan. Motion carried 4-0.

Commissioner Mohr arrived at 10:04 a.m.

Minutes of Boards, Committees and Correspondence

Minnesota Management & Budget Notification of Compliance with local Government Pay Equity Act – March 10, 2023

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

Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye. Motion carried 5-0.

Motion by Commissioner Lovgren to approve the amended Consent Agenda. Second by Commissioner Ludwig. 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 Lovgren/Aye; District 4-Commissioner Waldhalm/Aye. Motion carried 5-0.

CONSENT AGENDA

1. Approve February, 2023 Cash Balance

Fund	February 28, 2022	February 28, 2023	Increase/Decrease
General Fund	4,462,588	4,662,992	200,404
Health and Human Services Fund	2,346,262	3,097,523	751,261
Road and Bridge Fund	2,817,201	3,285,113	467,912
Opioid Settlement	0	254,694	254,694
COVID Relief	2,503,513	3,365,683	862,170
Land	2,461,114	2,691,411	230,297
Self Insurance	501,726	501,497	(229.48)
TOTAL (inc non-major funds)	17,387,406	20,278,010	2,890,604

2. February 2023 Disbursements/Claims Over \$2,000

Approve the February 2023 disbursements including the individual listing of claims over \$2,000, and 510 claims under \$2,000 or not needing approval totaling \$439,535.95 as follows: Advanced Correctional Healthcare, Inc, 29,698.57; AIR PURIFICATION & ENERGY CONS INC, 3,820.91; Aml Cleaning Service, Inc, 4,000.00; Anderson Electric, 18,434.93; Anoka Co Juv Ctr, 16,610.00; ANOKA COUNTY TREASURY OFFICE, 12,875.00; Arlen Krantz Ford Inc, 8,469.20; Askov Deep Rock, 4,140.64; Askov Deep Rock, 7,864.95; Beaudry Oil & Propane, 49,985.84; BLAINE LOCK & SAFE INC, 5,160.00; BlueCross BlueShield of Minnesota, 223,699.30; BONKS SAND & GRAVEL, 8,027.50; Cavallin Inc, 2,440.80; Central Mn Council On Aging, 2,534.00; Central Mn Jobs & Training Services, 16,412.19; Chamberlain Oil Co., Inc, 2,835.54; Champ Software Inc, 13,122.00; CIT, 5,920.00; CLOQUET RIVERSIDE RECYCLING, INC, 10,000.00; COMPASS MINERALS AMERICA, 45,724.31; DHS State Operated Services, 23,560.00; DIAMOND DRUGS INC, 2,749.55; DLT SOLUTIONS LLC, 6,162.75; East Central Energy Of Braham, 12,100.64; ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, 16,651.00; Family Pathways - North Branch, 4,270.00; FERGUSON SAFETY PRODUCTS, 2,227.89; Fieldstone Apartments LLP, 3,240.00; FLEETPRIDE, 2,147.82; G&N Enterprises, 3,347.00; GUARDIAN, 8,781.42; Hopkins Sand & Gravel Inc, 17,852.71; Interstate Power Systems Inc, 2,672.00; JONES CONSTRUCTION SERVICES INC, 9,762.50; Kris Engineering, Inc, 9,362.16; KRONOS SAASHR INC, 2,652.19; LHB INC, 7,456.70; LITTLE FALLS MACHINE INC, 2,799.11; LOFFLER COMPANIES-131511, 3,368.57; MAPPINGSOLUTIONS, 5,730.00; MEDICAREBLUE RX, 12,321.00; MEDSURETY, LLC, 18,134.91; Mille Lacs Band Family Services, 9,039.53; Minnesota Elevator, Inc, 9,172.36;

MINNESOTA ENERGY RESOURCES CORP, 15,267.10; MINNESOTA POWER, 4,349.76; MISSISSIPPI HEADWATERS BOARD, 2,000.00; Mn Life Insurance Company, 4,678.90; Mn Petroleum Services, Inc, 2,050.00; MN SHERIFFS ASSOCIATION, 8,825.42; MPJ ENTERPRISES LLC, 8,810.00; Nexus-Kindred Family Healing, 8,445.28; North Homes Inc, 11,748.14; Northland Business Systems, 3,402.25; Nuss Truck Group Inc, 41,751.79; OFFICE OF MN.IT SERVICES, 5,124.08; OWENS COMPANIES INC, 10,385.25; PDQ.COM CORPORATION, 4,200.00; PREMIER SEALCOATING & SNOW REMOVAL, 5,350.00; Rabe Excavating, LLC, 3,420.00; Regents Of The U Of Mn, 10,165.56; Reliance Systems, 4,122.50; Roberts Excavating, 13,850.00; Sandstone Napa, 2,262.56; SHI INTERNATIONAL CORP, 118,924.80; Solid Oak Financial Services, LLC, 3,905.00; SUMMIT FOOD SERVICE MANAGEMENT LLC, 28,873.08; SWATMOD LLC, 17,764.00; TEAMSTERS JOINT COUNCIL 32, 62,385.00; Todd Elliott Excavating, 5,080.00; TYLER TECHNOLOGIES INC, 54,669.74; UNITEDHEALTH GROUP, 44,926.95; VC3 INC, 7,225.00; Verizon Wireless, 10,703.00; Village Ranch Residential Facility, 9,338.74; WELIA HEALTH, 10,892.69; WILLOW WINDS APARTMENTS, 2,865.00

3. **Applications**

Approve the following application:

A. **Excluded Bingo Permit**

- i. Pathfinder Village – St. Croix Owner Association to conduct bingo on May 27, July 1, August 5, and September 2, 2023 at Pathfinder Village, 49200 State Highway 48, Hinckley, Minnesota (Clover Township). Authorize Auditor-Treasurer to sign application.

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

Approve commissioner expense claim forms.

5. **Donations**

Accept the following donation:

- A. \$9,160 donation from the Pine County Veterans Council for the remaining balance owing on the purchase of a new veterans' van.

6. **New Hire**

- A. Approve the hiring of Marady Koland as a case aide, effective March 22, 2023, \$20.57 per hour, Grade 5, Step 2.

REGULAR AGENDA

1. **Personnel Committee Report**

Commissioner Mohr provided an overview of the March 13, 2023 Personnel Committee meeting. The Personnel Committee made the following recommendations:

A. **Veterans Services**

- i. Acknowledge the resignation of part-time Veterans Service Officer Michael Harshman, effective February 22, 2023. The position and job description are currently in review and will be brought back at a later date for approval and backfill.

B. Sheriff's Office

- i. Acknowledge the resignation of Deputy Brandon Sell, effective March 9, 2023, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

C. Sheriff's Office - Corrections

- i. Acknowledge the resignation of Corrections Officer Arianne Grubbs, effective February 25, 2023, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

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

2. **Child Abuse Prevention Month**

Children Services Intake Social Worker Bonnie Rediske provided a lapel pin to commissioners in recognition of child prevention month. Eight hundred fifty-seven reports were made to Pine County Child Protective Services in 2022, and Rediske provided information on partnering agencies and prevention activities being offering during April 2023 - Child Abuse Prevention Month.

Motion by Commissioner Lovgren to approve Resolution 2023-19 proclaiming April 2023 as Child Abuse Prevention Month in Pine County, and authorize Board Chair and County Administrator to sign. Second by Commissioner Ludwig. A Roll Call vote was called by Chair Hallan: District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye. Motion carried 5-0.

3. **2022 Presentation of Out-of-Home Placement Report**

Probation Director Terry Fawcett provided information regarding court-ordered juvenile placements in Pine County. Fawcett provided information regarding costs, placement reduction strategies, budget busters, placement types and facilities utilized, placement expenditures, use of East Central Regional Juvenile Center, community alternatives, and the Evening Reporting Center. Total bed days used in 2022 at ECRJC was 295 (under-utilized 70 days). Placement expenditures for 2022 was \$378,278, up from \$201,625 in 2021.

4. **Pine City Township Subdivision and Platting Ordinance**

Land and Resources Manager Caleb Anderson stated that in 2022 Pine City Township adopted a moratorium temporarily prohibiting land subdivisions in order to conduct a study on subdivisions and develop an ordinance. The Pine County Subdivision and Platting Ordinance requires the county to review any proposed township ordinances regulating land subdivisions and affirm that the regulations are at least as restrictive as the county. The Pine County Zoning Board reviewed the proposed township ordinance and recommended the county board adopt a resolution affirming that the township ordinance is as restrictive as the county ordinance. The county is enrolled in the National Flood Insurance Program, which requires the county approve land subdivisions within the 100 year floodplain. Because the township's proposed ordinance affects the county's statutory obligations, the county has proposed that a Memorandum of Understanding be entered defining the roles of the township and the county.

Motion by Commissioner Lovgren to approve (1) Resolution 2023-06 acknowledging the Pine Township Platting and Subdivision Ordinance contains regulations at least as restrictive as Pine

County, and (2) the Memorandum of Understanding Between Pine County and Pine City Township Regarding Zoning, Land Subdivision and Platting and Other Official Controls in Pine City Township. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan: District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan; District 2-Commissioner Mohr/Aye. Motion carried 5-0.

5. **Opioid Settlement Update**

County Administrator David Minke provided an overview of the opioid settlement. Resolution 2023-21 identifies five new opioid settlements: Teva, Allergan, CVS, Walgreens, and Walmart, and approves the Amended Minnesota Opioids State Subdivision Memorandum of Agreement, approves the Participation Agreement and Release of Claims with each of the five parties, and authorizes County Attorney Reese Frederickson and other staff to execute all documents necessary to ensure Pine County's participation in the settlements.

Settlement Name	National Total	Duration	Pine County's Portion
Teva	\$4.25 Billion	13 years	\$198,702
Allergan	\$2.37 Billion	7 years	\$109,459
CVS	\$5 Billion	10 years	\$243,034
Walgreens	\$5.7 Billion	15 years	\$264,274
Walmart	\$3.1 Billion	6 years	\$137,627

Pine County Sheriff's Office Investigator Drew Abrahamson, a member of the East Central Drug Task Force, provided an overview of the drug overdose and death data for Pine County. Pine County has experienced six overdose deaths, and 16 reported overdoses, since January 1, 2023.

Community Health Services Administrator Sam Lo provided an overview of the Opioid Lawsuit Settlement, stating as of February 28, 2023, Pine County has received \$254,694.20 in settlement funds. Lo stated Pine County Chemical Health Coalition is serving as an advisory committee and serves as a platform where community partners can bring ideas for using the funds. The public health department shall serve as the lead agency and chief strategist. Lo outlined the three approved uses of the settlement funds:

- (1) Treatment: support people in recovery, connections to resources, address needs of criminal justice-involved people, address needs of perinatal population, caregivers, families
- (2) Prevention: prevent overprescribing, prevent misuse of opioids, prevent overdose deaths and other harms
- (3) Other: leadership, planning, coordination, training, research, responding to secondary trauma for first responders

Request for funding: Treatment (pre-arrest and jail): \$54,750 for staffing and supplies; Prevention (Community Education and Media Campaign) \$6,510 for staffing and supplies.

Commissioner Waldhalm asked about communication with municipalities for input on distribution of settlement funds. Lo stated an Opioid Forum community event has been scheduled for April 26, 2023, 5:00 p.m., at the Grand Casino Hinckley Ballroom, to learn about what is happening in our community surrounding the opioid epidemic.

Motion by Commissioner Lovgren to approve Resolution 2023-21 approving the Amended State Subdivision Agreement; approve the Participation Agreement and Release with each party; and authorize County Attorney Reese Frederickson and other staff to execute all

documents necessary to ensure Pine County's participation in the settlements. Second by Commissioner Ludwig. A Roll Call vote was called by Chair Hallan: District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye. Motion carried 5-0.

Motion by Commissioner Mohr to approve Resolution 2023-18 Authorizing the Expenditure of a Portion of the Opioid Lawsuit Settlement Funds. Treatment (pre-arrest and jail) : \$54,750 for staffing and supplies; and Prevention (Community Education and Media Campaign) \$6,510 for staffing and supplies. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan: District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye. Motion carried 5-0.

6. Commissioner Updates

Kettle River Policy Committee: Commissioner Ludwig stated the county attorney provided a presentation to the policy committee. Governance was discussed.

Chemical Health Coalition: Commissioner Lovgren stated Narcan training will be taking place in April.

Central Minnesota Jobs and Training Service: Commissioner Lovgren stated a lot of trainings are being held.

East Central Solid Waste Commission: Chair Hallan stated ECSWC is purchasing a new truck and running into supply chain issues. They continue to work toward the Certificate of Need to obtain a permit from the Pollution Control Agency in order to dig/open another cell.

East Central Regional Library Trustees Board: Commissioner Lovgren stated there are seven new members on the board; training was provided for the new members.

Arrowhead Counties Association: Commissioner Ludwig was unable to attend.

Mille Lacs Band of Ojibwe meeting: Commissioner Lovgren stated the meeting included the county sheriff and tribal chief of police. Discussion of continuing monthly ongoing meetings with MLBO to keep the relationship and communication open.

Lakes & Pines Community Action Council: Chair Hallan stated funding for housing and homelessness was discussed.

Other

A. Chair Hallan testified at the capitol last week on higher education. Great support/20 testifiers were present.

B. Commissioner Lovgren reported on the possibility of sale of tax-forfeit property through online public auctions.

C. Commissioner Lovgren attended a webinar on opioid use.

D. NACO Telecommunications and Technology Committee: Commissioner Lovgren stated it is important to get the ReConnect program into the Farm Bill. Also discussed the large amount of scams and how that is affecting people.

E. Agriculture Meeting with Representative Pete Stauber: Commissioner Lovgren stated well attended with good conversation. Items included in the Farm Bill were discussed.

F. AMC Probation WorkGroup: Commissioner Ludwig stated AMC Executive Director Julie Ring met with Commissioner of Department of Corrections Paul Schell. The DOC is not going to oppose the probation funding. Whether or not to eliminate probation fees was discussed.

G. Nemadji 1W1P: Commissioner Ludwig stated the second biennium budget was set. New commissioners on the board. Discussion of Net Lake sewer compliance.

7. Other

None.

8. **Upcoming Meetings**

Upcoming meetings were reviewed.

9. **Adjourn**

With no further business, Chair Hallan adjourned the meeting at 12:02 p.m. The next regular meeting of the county board is scheduled for Tuesday, April 4, 2023 at 10:00 a.m., Board Room, Courthouse, 635 Northridge Drive NW, Pine City, Minnesota.

Stephen M. Hallan, Chair
Pine County Board of Commissions

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

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

Tuesday, March 21, 2023 - 10:00 a.m.

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

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

Present were Commissioners Terry Lovgren, and Matt Ludwig. Also present was County Administrator David Minke. Due to an out-of-town commitment, Commissioner J.J. Waldhalm joined the meeting via interactive technology, pursuant to Minnesota Statute 13D.02.

Commissioner Waldhalm was seen and heard at the meeting via electronic means, at 904 Calle Cruz Roja, Barrio Obrero, Arecibo PR, a location open and accessible to the public. County Attorney Reese Frederickson appeared via interactive technology. Commissioner Josh Mohr arrived at 10:04 a.m.

The meeting was live streamed on YouTube.

The Pledge of Allegiance was said.

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

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

Motion by Commissioner Ludwig to approve the Minutes of the March 7, 2023 regular county board meeting and Summary for publication, and March 14, 2023 Special Meeting-Committee of the Whole Minutes. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan. Motion carried 4-0.

Commissioner Mohr arrived at 10:04 a.m.

Minutes of Boards, Committees and Correspondence

Minnesota Management & Budget Notification of Compliance with local Government Pay Equity Act – March 10, 2023

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

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

Fund	February 28, 2022	February 28, 2023	Increase/Decrease
General Fund	4,462,588	4,662,992	200,404
Health and Human Services Fund	2,346,262	3,097,523	751,261
Road and Bridge Fund	2,817,201	3,285,113	467,912
Opioid Settlement	0	254,694	254,694
COVID Relief	2,503,513	3,365,683	862,170
Land	2,461,114	2,691,411	230,297
Self Insurance	501,726	501,497	(229.48)
TOTAL (inc non-major funds)	17,387,406	20,278,010	2,890,604

Approve the February 2023 disbursements including the individual listing of claims over \$2,000, and 510 claims under \$2,000 or not needing approval totaling \$439,535.95 as follows: Advanced Correctional Healthcare, Inc, 29,698.57; AIR PURIFICATION & ENERGY CONS INC, 3,820.91; Aml Cleaning Service, Inc, 4,000.00; Anderson Electric, 18,434.93; Anoka Co Juv Ctr, 16,610.00; ANOKA COUNTY TREASURY OFFICE, 12,875.00; Arlen Krantz Ford Inc, 8,469.20; Askov Deep Rock, 4,140.64; Askov Deep Rock, 7,864.95; Beaudry Oil & Propane, 49,985.84; BLAINE LOCK & SAFE INC, 5,160.00; BlueCross BlueShield of Minnesota, 223,699.30; BONKS SAND & GRAVEL, 8,027.50; Cavallin Inc, 2,440.80; Central Mn Council On Aging, 2,534.00; Central Mn Jobs & Training Services, 16,412.19; Chamberlain Oil Co., Inc, 2,835.54; Champ Software Inc, 13,122.00; CIT, 5,920.00; CLOQUET RIVERSIDE RECYCLING, INC, 10,000.00; COMPASS MINERALS AMERICA, 45,724.31; DHS State Operated Services, 23,560.00; DIAMOND DRUGS INC, 2,749.55; DLT SOLUTIONS LLC, 6,162.75; East Central Energy Of Braham, 12,100.64; ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, 16,651.00; Family Pathways - North Branch, 4,270.00; FERGUSON SAFETY PRODUCTS, 2,227.89; Fieldstone Apartments LLP, 3,240.00; FLEETPRIDE, 2,147.82; G&N Enterprises, 3,347.00; GUARDIAN, 8,781.42; Hopkins Sand & Gravel Inc, 17,852.71; Interstate Power Systems Inc, 2,672.00; JONES CONSTRUCTION SERVICES INC, 9,762.50; Kris Engineering, Inc, 9,362.16; KRONOS SAASHR INC, 2,652.19; LHB INC, 7,456.70; LITTLE FALLS MACHINE INC, 2,799.11; LOFFLER COMPANIES-131511, 3,368.57; MAPPINGSOLUTIONS, 5,730.00; MEDICAREBLUE RX, 12,321.00; MEDSURETY, LLC, 18,134.91; Mille Lacs Band Family Services, 9,039.53; Minnesota Elevator, Inc, 9,172.36; MINNESOTA ENERGY RESOURCES CORP, 15,267.10; MINNESOTA POWER, 4,349.76; MISSISSIPPI HEADWATERS BOARD, 2,000.00; Mn Life Insurance Company, 4,678.90; Mn Petroleum Services, Inc, 2,050.00; MN SHERIFFS ASSOCIATION, 8,825.42; MPJ ENTERPRISES LLC, 8,810.00; Nexus-Kindred Family Healing, 8,445.28; North Homes Inc, 11,748.14; Northland Business Systems, 3,402.25; Nuss Truck Group Inc, 41,751.79; OFFICE OF MN.IT SERVICES, 5,124.08; OWENS COMPANIES INC, 10,385.25; PDQ.COM CORPORATION, 4,200.00; PREMIER SEALCOATING & SNOW REMOVAL, 5,350.00; Rabe Excavating, LLC, 3,420.00; Regents Of The U Of Mn, 10,165.56; Reliance Systems, 4,122.50; Roberts Excavating, 13,850.00; Sandstone Napa, 2,262.56; SHI INTERNATIONAL CORP, 118,924.80; Solid Oak Financial Services, LLC, 3,905.00; SUMMIT FOOD SERVICE MANAGEMENT LLC, 28,873.08; SWATMOD LLC, 17,764.00; TEAMSTERS JOINT COUNCIL 32, 62,385.00; Todd Elliott Excavating, 5,080.00; TYLER TECHNOLOGIES INC,

54,669.74; UNITEDHEALTH GROUP, 44,926.95; VC3 INC, 7,225.00; Verizon Wireless, 10,703.00; Village Ranch Residential Facility, 9,338.74; WELIA HEALTH, 10,892.69; WILLOW WINDS APARTMENTS, 2,865.00

Approve the following Excluded Bingo Permit application: Pathfinder Village – St. Croix Owner Association to conduct bingo on May 27, July 1, August 5, and September 2, 2023 at Pathfinder Village, 49200 State Highway 48, Hinckley, Minnesota.

Approve commissioner expense claim forms.

Accept the following donation: \$9,160 donation from the Pine County Veterans Council for the remaining balance owing on the purchase of a new veterans' van.

Approve the hiring of Marady Koland as a case aide, effective March 22, 2023, \$20.57 per hour, Grade 5, Step 2.

Personnel Committee Report

Commissioner Mohr provided an overview of the March 13, 2023 Personnel Committee meeting. The Personnel Committee made the following recommendations:

A. Veterans Services

- i. Acknowledge the resignation of part-time Veterans Service Officer Michael Harshman, effective February 22, 2023. The position and job description are currently in review and will be brought back at a later date for approval and backfill.

B. Sheriff's Office

- i. Acknowledge the resignation of Deputy Brandon Sell, effective March 9, 2023, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

C. Sheriff's Office - Corrections

- i. Acknowledge the resignation of Corrections Officer Arianne Grubbs, effective February 25, 2023, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

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

Motion by Commissioner Lovgren to approve Resolution 2023-19 proclaiming April 2023 as Child Abuse Prevention Month in Pine County. Second by Commissioner Ludwig. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

Motion by Commissioner Lovgren to approve (1) Resolution 2023-06 acknowledging the Pine Township Platting and Subdivision Ordinance contains regulations at least as restrictive as Pine County, and (2) the Memorandum of Understanding Between Pine County and Pine City Township Regarding Zoning, Land Subdivision and Platting and Other Official Controls in Pine City Township. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

Motion by Commissioner Lovgren to approve Resolution 2023-21 approving the Amended State Subdivision Agreement; approve the Participation Agreement and Release with each party; and authorize County Attorney Reese Frederickson and other staff to execute all

documents necessary to ensure Pine County's participation in the settlements. Second by Commissioner Ludwig. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

Motion by Commissioner Mohr to approve Resolution 2023-18 Authorizing the Expenditure of a Portion of the Opioid Lawsuit Settlement Funds. Treatment (pre-arrest and jail) : \$54,750 for staffing and supplies; and Prevention (Community Education and Media Campaign) \$6,510 for staffing and supplies. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

With no further business, Chair Hallan adjourned the meeting at 12:02 p.m. The next regular meeting of the county board is scheduled for Tuesday, April 4, 2023 at 10:00 a.m., Board Room, Courthouse, 635 Northridge Drive NW, Pine City, Minnesota.

Stephen M. Hallan, Chair
Pine County Board of Commissioners

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

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



PINE COUNTY PUBLIC WORKS

HIGHWAY DEPARTMENT

405 Airport Road NE

Pine City, MN 55063

Telephone 320-216-4200

Fax: 320-629-6736

1-800-450-7463 Ext. 4200

Mark A. LeBrun, P.E.
County Engineer

Pine County Land Surveyor Monthly Report

Page 1 of 2 Pages

March 2023

CSAH 3, T38N R20W, reset and GPS private corners and PLSS corners after 2022 paving project. Update records.

CSAH 46, T45N R19W Section 19, research records, calculate road centerline and road right of ways. Set GPS control. Map road centerlines. Set and GPS road centerlines and private corners. Update records.

CSAH 46, T45N R20W Section 14, Moose Horn River bridge, research records, calculate road centerline and road right of ways. Set GPS control. Map road centerlines. Set and GPS road centerlines and private corners. Update records.

Sturgeon Island Road bridge, T45N R19W Section 16, research records, calculate road centerline and road right of ways. Update records.

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

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

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

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

March 2023

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.

A handwritten signature in dark ink, appearing to read 'R.T. Mathews', followed by a long horizontal flourish line.

Robin T. Mathews, Pine County Surveyor

Pine County Chemical Health Coalition Minutes
March 9th, 2023
Online

Coalition Mission Statement

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

Attendance:

Reese Frederickson, *Pine Co Attorney*
Tim Burkhardt, *Hinckley City Council*
Kevin Glass, *Pine Co Probation*
Cara Keinanen, *Essentia Health*
Terry Lovgren, Matt Ludwig *Pine County Commissioner*
Melissa Johnson, *Willow River Schools*
Drew Abrahamson, *Pine County Sheriff*
David Minke, *Pine County Administrator*
Jocelyn Rydberg, *Pine City Schools*
Dr. Katrina Lussier-Erickson
Patti Miller, *Regional Prevention Coordinator*
Jenae Hicks, Samantha Lo, Hailey Freedlund, Adriane Wimmer *Pine Co Health & Human Services*

1. Call to Order

The meeting commenced by Reese Frederickson at 4:01 pm.

2. Addition/Changes to the Agenda, Approval

Terry Lovgren motioned to approve the agenda, Sam Lo seconded, and the motion carried.

3. Review Minutes of January 12th, 2023

Tim Burkhardt moved to accept the 01/12/20223 meeting minutes. Sam Lo seconded the motion, and the minutes were accepted.

4. Samantha Lo, Opioid Lawsuit Settlement Overview/Discussion

- Samantha Lo presented the PowerPoint (attached). After the PowerPoint was reviewed she requested approval from the coalition to go the County board to request funds to proceed with the plan.
 - Coalition unanimously agreed to move forward with the plan Samantha Lo presented.
- **REVIEW THE POWERPOINT****

5. Sheriff's Office, Overdose Data and Discussion

- Drew Abrahamson explained the ODMAP (<https://www.odmap.org:4443/>)
- Law enforcement and Public Health are partnering to fight the over doses within Pine County through education and outreach
- Drew reviewed Pine County data on overdoses (6 overdose deaths and 14 overdoses)
- Kevin Glass (probation) asked to partner with Public Health and Adriane
- Law enforcement investigators are working very hard and long hours on the overdose cases. 100+ hours of OT put into one overdose case.
- Drugs are looking similar to meth, but turns out to be fentanyl
- Two jail staff have been exposed to fentanyl recently. Fentanyl is coming through the mail in jail

6. Patti Miller, Upcoming Training

*Attached to the email

7. News from the Schools

8. Training/Volunteer/Event Reports from Members

- Youth Ice Fishing Event - Kevin Glass
 - The event was well attended and everyone had a great time. Adriane came out on the ice to deliver pizza for everyone! The next fishing event will be this summer, most likely in June (TBD)

9. Adjourn

- Matt Ludwig made a motion, Samantha Lo seconded, and the meeting was adjourned.



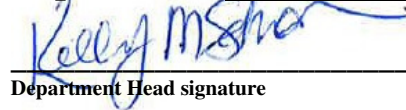
AGENDA REQUEST FORM

Date of Meeting: April 4, 2023

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

Agenda Item: Application for Exempt Permit

Department: Auditor-Treasurer



Department Head signature

Background information on Item:

Application for Exempt Permit from Disabled Outdoorsmen USA of MN to conduct lawful gambling on April 29, 2023 at Wings North, 19379 Homestead Rd, Pine City MN (Pokegama Township).

Action Requested:

Acknowledge Application and authorize County Auditor-Treasurer to sign the application.

Financial Impact:

N/A



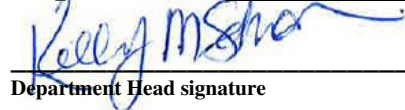
AGENDA REQUEST FORM

Date of Meeting: April 4, 2023

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

Agenda Item: Sheriff's Chaplain Corp Accounts

Department: Auditor-Treasurer



Department Head signature

Background information on Item:

The Pine County Sheriff's previously had accounts setup for the Chaplain Corp; however, these accounts have gone unused since 2006. In recent years, the Sheriff's office has run these revenues and expenditures through the Sheriff's Reserves accounts; however, would like to begin utilizing them again and has received some funding for the program.

Action Requested:

Consider affirming the assignment of accounts 01-211-000-0000-5751 (Chaplains Corp Revenues) and 01-211-000-0000-6379 (Chaplains Corp Expenditures).

Financial Impact:

This will allow the proper tracking of revenues and expenses the Sheriff's Chaplain Corp and allow the funds to roll-over from year to year if unspent.



AGENDA REQUEST FORM

Date of Meeting: April 4, 2023

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

Agenda Item: 2023 Timber Auction

Department: Auditor/Land



Department Head signature

Background information on Item:

Time and Date: 10:00 am, May 10, 2023

Land Department1610 Hwy. 23 N; Sandstone, MN

Seven parcels to be offered.

Estimated at 7,020 cords at an appraised value of \$245,410.00.

Action Requested:

Approval of the timber auction tracts and the general terms and conditions of the sale.

Financial Impact:

N/A

PINE COUNTY
Notice of County Timber Stumpage Sale
Wednesday, May 10, 2023
PINE COUNTY LAND DEPARTMENT; SANDSTONE, MINNESOTA

Pursuant to the order of the County Board of Pine County and under the provisions of Minnesota Statutes 282.04, as amended, and others that may apply, the following timber will be offered for sale WITHOUT the sale of land on **WEDNESDAY, May 10, 2023 at 10:00 a.m. at the Pine County Land Department; 1610 Highway 23 N., Sandstone, Minnesota.** Timber will be sold to the highest bidder, but at not less than the appraised value and in conformity with the forestry practices as outlined in the contract. Bidding will be on a percentage basis in minimum increments of 1% of the sales' appraised value, with the bid increase to be added to the sales' appraised value. All species will be affected by bid increase. The right to accept or reject any or all bids is reserved.

General terms and conditions:

Sales require a down payment of 15% of the appraised value. Down payments must be paid immediately following the auction and are non-refundable in the event the purchaser forfeits the sale.

Sales must be paid in full before cutting operations begin, unless otherwise noted. Except for Tract 7, all sale tracts are SOLD AS APPRAISED (payments are based on estimated timber volume); Tract 7 is subject to a scale agreement. Purchase of sale tracts also includes all top and undersized material of timber species as outlined within the individual timber sale contracts.

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

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

Sale duration and extensions:

All tracts expire February 28, 2026; an additional 2-year sale extension is available for purchase if needed.

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

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

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

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

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

2023 PINE COUNTY TIMBER AUCTION TRACTS

- NOTE:** - Except for tract 7, all tracts are sold as appraised. Tract 7 is subject to a scale agreement.
- Seasonal cutting restrictions exist on summer accessible sales. These restrictions are listed on the timber sale contracts.
 - Tracts retaining a high volume of residual timber have been identified as thinnings or selective cuts, requiring equipment and harvest methods that keep damage to residual timber minimal.

PA-1-23

Section 15 of T42N – R17W
(Wilma Township); 12.6 acres

120 cords Red Oak Pulp/Logs	\$ 25.00/cord	\$ 3,000.00
50 cords Maple Pulp	\$ 12.00/cord	\$ 600.00
30 cords Basswood Pulp/Logs	\$ 8.00/cord	\$ 240.00
10 cords Ash Pulp/Logs	\$ 15.00/cord	\$ 150.00
10 cords Misc. Pulp	\$ 12.00/cord	\$ 120.00
APPRAISED VALUE		\$ 4,110.00

Down payment: \$616.50

Note: Winter Access

- Marked Thinning

PA-2-23

Section 26 of T43N – R18W
(Fleming Township); 22.1 acres

110 cords Ash Pulp	\$ 8.00/cord	\$ 880.00
55 cords Aspen Pulp	\$ 20.00/cord	\$ 1,100.00
40 cords Oak Pulp/Logs	\$ 25.00/cord	\$ 1,000.00
25 cords Basswood Pulp	\$ 5.00/cord	\$ 125.00
20 cords Birch Pulp	\$ 10.00/cord	\$ 200.00
10 cords Maple Pulp	\$ 8.00/cord	\$ 80.00
APPRAISED VALUE		\$ 3,385.00

Down payment: \$507.75

Note: Winter Access

- Selective Cut/Marked Thinning

PA-3-23

Section 1 of T43N – R18W
(Fleming Township); 19.2 acres

210 cord Maple Pulp	\$ 10.00/cord	\$ 2,100.00
100 cord Aspen Pulp	\$ 25.00/cord	\$ 2,500.00
60 cord Birch Pulp	\$ 10.00/cord	\$ 600.00
5 cord Ash Pulp	\$ 10.00/cord	\$ 50.00
APPRAISED VALUE		\$ 5,250.00

Down payment: \$787.50

Note: Winter/Dry Summer Access

PA-4-23

Sections 36 of T43N – R17W
(New Dosey Township); 41.4 acres

1,290 cords Aspen Pulp	\$ 30.00/cord	\$ 38,700.00
50 cords Misc. Pulp	\$ 12.00/cord	\$ 600.00
APPRAISED VALUE		\$ 39,300.00

Down payment: \$5,895.00

Note: Winter Access

PA-5-23

Section 1 of T42N - R18W
(Danforth Township); 50.4 acres

1,125 cords Aspen Pulp	\$ 30.00/cord	\$ 33,750.00
40 cords Birch Pulp	\$ 15.00/cord	\$ 600.00
150 cords Maple Pulp	\$ 15.00/cord	\$ 2,250.00
APPRAISED VALUE		\$ 36,600.00

Down payment: \$5,490.00

Note: Winter Access

- Public Access from the North.
- Private Access from the South-permission/access requirements needed. Interested parties should contact the Land Department as initial contacts have been made.

PA-6-23

Sections 1 and 12 of T43N – R18W
(Fleming Township); 44.6 acres

485 cords Aspen Pulp	\$ 40.00/cord	\$ 19,400.00
445 cords Birch Pulp	\$ 17.00/cord	\$ 7,565.00
165 cords Maple Pulp	\$ 15.00/cord	\$ 2,475.00
APPRAISED VALUE		\$ 29,440.00

Down payment: \$4,416.00

Note: Summer Access

PA-7-23

Sections 29 and 32 of T45N - R18W
(Kerrick Township); 106.5 acres

2,280 cords Aspen/Mixed Pulpwood	\$ 55.00/cord	\$ 125,400.00
115 cords Misc. Pulp/Firewood	\$ 15.00/cord	\$ 1,725.00
20 cords Balsam Fir Pulp	\$ 10.00/cord	\$ 200.00
APPRAISED VALUE		\$ 127,325.00

Down payment: \$19,098.75

Note: Summer Access (Sandy Soils: no seasonal cutting restrictions)



AGENDA REQUEST FORM

Date of Meeting: April 4, 2023

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

Agenda Item: New Dosey Town Road Easement

Department: Auditor/Land



Department Head signature

Background information on Item:

As reviewed at the March 14, 2023 Committee of the Whole Meeting and recommended by the Land Advisory Committee, the County has received a request for easement following an abandoned township road in Sections 3 and 11 of Township 43 North, Range 16 West. The road continues to be used and maintained for access by landowners as well as general public access to public lands. The landowners wish to preserve their access rights of using the old town road by requesting an easement on that part of the old town road which lies on Pine County Tax-Forfeited Memorial Forest Land.

The Board had requested the legal and easement description to be reviewed by County Surveyor Robin Matthews prior to the passing of the resolution. This has now been completed and the suggested edits inserted into the resolution.

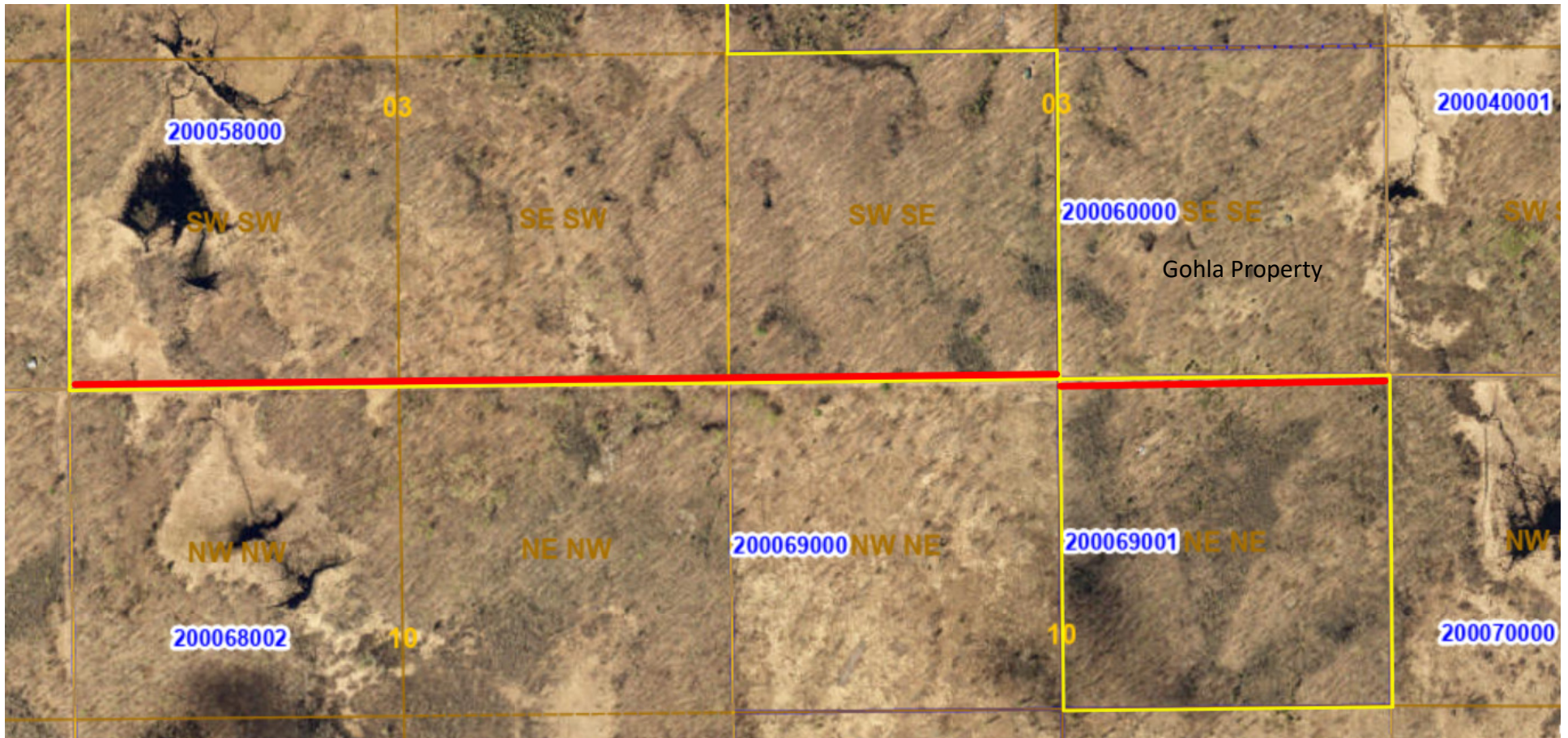
Action Requested:

Consider resolution 2023-20 granting a nonexclusive public easement for the purpose of utilities, roadway, and recreational trail use, over, under, and across an as built road in Sections 3 and 11 of Township 43 North, Range 16 West and authorize the County Board Chair & Administrator to execute the quit claim deed conveying said easement.

Financial Impact:

All costs associated with the recording of this request will be borne by the requestor.

Requested Easement Area



The red lines represent the requested easement areas across Tax-Forfeit Memorial Forest Parcels.

Pine County Resolution: Abandoned Dosey Town Road Easement Resolution No. 2023-20

WHEREAS, the Town of Dosey (New Dosey Township as now reorganized) filed a Final Road Order October 3, 1914 described as a proposed four rod wide road beginning at S.E. corner of Section 9, thence running one mile north on section line between Sections 9 and 10 to N.E. corner of said Section 9, thence 2 miles east on the Section line to S.E. corner of Section 2, thence north on the Section line to a point 950 feet more or less north of the Quarter post between Sections 1 and 2, said point being due west of the center line of Main St. of Kingsdale, thence east to meet said street and end, all in Township 43 Range 16;

WHEREAS, said description is partially on Pine County Tax-Forfeit/Memorial Forest Land as described: the south 33 feet of the Southwest $\frac{1}{4}$ and the south 33 feet of the Southwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ in Section 3, Township 43 North, Range 16 West and the north 33 feet of the Northwest $\frac{1}{4}$ and the north 33 feet of the Northeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$ in Section 11, Township 43 North, Range 16 West; however, as built road location may or may not lie within said described lands as surveys have not been conducted in recent years to verify actual road location.

WHEREAS, said town road has been abandoned per Minnesota Statutes section 365.10 subdivision 11 through lack of maintenance or construction for 25 or more years.

WHEREAS, the road continues to be used and maintained for access by landowners as well as general public access to public lands. Landowners wish to preserve their access rights of using the old town road by requesting an easement on that part of the old town road which lies on Pine County Tax-Forfeit Memorial Forest Land.

WHEREAS, Minnesota Statutes 282.04, Subd. 4 states the County Board may grant easements on unsold tax-forfeited land for utilities, roadway, or recreational trails.

BE IT HEREBY RESOLVED, pursuant to M.S 282.04, Subd. 4, the Pine County Board of Commissioners hereby grants a nonexclusive public easement for the purpose of utilities, roadway, and recreational trail use, over, under, and across an as built road being located in Section 3 and Section 11 of Township 43 North, Range 16 West. Said as built road is to lie within the bounds of the following to be described: the south 33 feet of the Southwest $\frac{1}{4}$ and the south 33 feet of the Southwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ in Section 3, Township 43 North, Range 16 West and the north 33 feet of the Northwest $\frac{1}{4}$ and the north 33 feet of the Northeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$ in Section 11, Township 43 North, Range 16 West of the Fourth Principal Meridian, Pine County, Minnesota, but if said as built road lies outside of the bounds of the following to be described then said public easement is granted solely upon the lands which the as built road is physically built as of this date.

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

PASSED AND APPROVED this 4th day of April, 2023 by the Pine County Board of Commissioners

Stephen M. Hallan, Chair
Pine County Board of Commissioners

ATTEST: _____
David J. Minke, Pine County Administrator

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED
Business Entity to Individual(s)

Minnesota Uniform Conveyancing Blanks
Form 10.3.4 (2016)

eCRV number: n/a

DEED TAX DUE: \$ EXEMPT - M.S. 287.22(13)

DATE: April 4, 2023
(month/day/year)

FOR VALUABLE CONSIDERATION, County of Pine
(insert name of Grantor)

a Governmental Subdivision under the laws of Minnesota ("Grantor"),
hereby conveys and quitclaims to Timothy Gohla and Connie C. Gohla
(insert name of each Grantee)
____ ("Grantee"), as

(Check only one box.)

☐ tenants in common,
☒ joint tenants,

(If more than one Grantee is named above and either no box is checked or both boxes are checked,
this conveyance is made to the named Grantees as tenants in common.)

real property in Pine County, Minnesota, legally described as follows:

See Attached Resolution 2023-20

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

County of Pine

*(name of Grantor)*By: _____
(signature) Stephen M. HallanIts: _____
*(type of authority)*By: _____
(signature) David J. MinkeIts: _____
*(type of authority)*State of Minnesota, County of Pine

This instrument was acknowledged before me on April 4, 2023, by Stephen M. Hallan
(month/day/year) *(name of authorized signer)*

_____ as Chair of the County Board of Commissioners
(type of authority)

and by David Minke
(name of authorized signer)

as County Administrator of County of Pine.
(type of authority) *(name of Grantor)*

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
*(month/day/year)*THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Pine County Auditor-Treasurer
635 Northridge Dr NW, Suite 240
Pine City, MN 55063

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS
INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

Tim A & Connie C Gohla
19386 Vergus Ave
Jordan, MN 55352



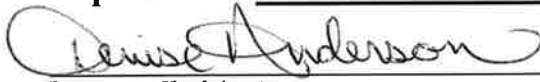
AGENDA REQUEST FORM

Date of Meeting: April 4th, 2023

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

Agenda Item: 2023 State Boat and Water Safety Grant

Department: Pine County Sheriff's Office


Department Head signature

Background information on Item:

The State Boat and Water Safety Grant will be used for enforcement hours and annual maintenance.

The grant period is for January 1, 2023 - June 30, 2024.

Action Requested:

The Pine County Sheriff's Office respectfully asks for the approval and signing of the 2023-24 State Boat and Water Safety Grant.

Financial Impact:

The grant amount is \$5,471 and does not require matching funds.



**2023 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT CONTRACT AGREEMENT**

ENCUMBRANCE WORKSHEET

Contract#

226096

PO#

3-226794

State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2023	Source Type State	Vendor Number 0000197310-001
Total Amount \$5471	Project ID R29G70CGBLA21	Billing Location R297000221	UEI EBKNTEMJPLD6	

Accounting Distribution:

Fund 2100	Fin. Dept. ID R2937714	Appropriation ID R297400	Category 84101501	Account 441302	Activity A7CG002
--------------	---------------------------	-----------------------------	----------------------	-------------------	---------------------

Grant Begin Date January 1, 2023	Grant End Date June 30, 2024
-------------------------------------	---------------------------------

Grantee Name and Address:

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

Payment Address:

(where DNR sends the check)
Pine Co. Treasurer
635 Northridge Dr. NW #230
Pine City, MN 55063

**2023 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT CONTRACT AGREEMENT**

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Pine County Sheriff's Office, 635 Northbridge Drive NW, Suite 100, Pine City, MN 55063, (EBKNTEMJPLD6) ("Grantee"). The payment address for this grant contract agreement is Pine Co. Treasurer, 635 Northridge Dr. NW #230, Pine City, MN 55063.

Recitals

1. Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** January 1, 2023 or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for 2023 grant expenditures incurred back to effective date. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.
- 1.2 **Expiration date:** June 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State and Single Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

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

Provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract.

The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

The grantee will comply with required grants management policies and procedures set forth through Minnesota Statutes Section 16B.97, subdivision 4 (a)(1), and 2CFR 200.

Reporting Requirements: The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing. Exhibit "B", which is attached and incorporated into this grant further defines reporting requirements.

3 Time

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

4 Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract agreement as follows:
 - (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to five thousand four hundred seventy-one dollars (\$5,471).
 - (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed five thousand four hundred seventy-one dollars (\$5,471).
 - (c) **Match:** *Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without written authorization from the State's Authorized Representative.*

4.2 **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first in a form prescribed by the State within the dates previously noted in "Term of Grant Contract Agreement" in this contract.

4.3 **Contracting and Bidding Requirements**

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

- (a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (b) The grantee must not contract with vendors who are suspended or debarred in MN:
<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>
- (c) The grantee agrees if it subcontracts any portion of the project to another entity, the agreement with the subcontractor will contain all applicable provisions of the agreement with the state. The grantee also agrees to comply with 2 CFR 200.318-3321 and 2 CFR 200.323-326.

5 **Conditions of Payment**

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

6 **Authorized Representative**

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

The Grantee's Authorized Representative is Sheriff Jeff Nelson, Pine County Sheriff's Office, 635 Northbridge Drive NW, Suite 100, Pine City, MN 55063. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

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

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

8 **Liability**

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

9 **Audits (State and Single)**

Under Minn. Stat. §16B.98, subd. 8, the Grantee books, records, documents, and accounting procedures and practices relevant to this grant contract 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 grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

If the grantee expends \$750,000 or more of Federal awards in a fiscal year, they must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit and Administrative Awards Requirements for Federal Awards. This is \$750,000 in total Federal awards received from all sources. The grantee will forward a copy of the audit report to both the State's Authorized Representative and the State Auditor.

10 Government Data Practices and Intellectual Property

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

11 Workers' Compensation

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

12 Publicity and Endorsement

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

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

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

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

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

(a) It does not obtain funding from the Minnesota Legislature.

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

15 Data Disclosure

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

16 American Disabilities Act

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

17 Non-Discrimination Requirements

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

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

18 Invasive Species Prevention

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

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area.

The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

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

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

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

20 Whistleblower Protection Rights

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

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

Attachments:

- _____ A. State Boat Grant Contract Agreement
- _____ B. Exhibit A
- _____ C. Exhibit B
- _____ D. Conflict of Interest Disclosure

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Pamela D. Brisson
Digitally signed by Pamela D. Brisson
Date: 2023.03.22 07:38:00 -05'00'

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

SWIFT Contract # 226096

Purchase Order # 3-226794

2. GRANTEE:

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

By: _____

Title: _____

Date: _____

Distribution:

1. DNR - OMBS
2. Grantee
3. State's Authorized Representative

By: _____

Title: _____

Date: _____



AGENDA REQUEST FORM

Date of Meeting: April 4th, 2023



County Board



Consent Agenda



Regular Agenda

5 mins



10 mins



15 mins



Other



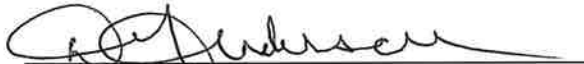
Personnel Committee



Other _____

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

Department: Pine County Sheriff's Office


Department Head signature

Background information on Item:

The Pine County Sheriff's Office K9 Program received a \$50 donation from Karen Nelson.

Action Requested:

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

Financial Impact:

This donation will help offset expenditures for the K9 program.



AGENDA REQUEST FORM

Date of Meeting: April 4, 2023

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

Agenda Item: Part-Time Hazardous Waste Recycling Attendants

Department: Solid Waste

Caleb Anderson
Department Head signature

Background information on Item:

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

Action Requested:

Authorize hiring (2) Part-Time Hazardous Waste Recycling Attendants, Rick Gross and Jean Petersen, as non-union, Grade 1, employees at a wage of \$16.10 per hour, starting April 4th, 2023, pending successful baseline medical examination for working with hazardous waste.

Financial Impact:

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



AGENDA REQUEST FORM

Date of Meeting: April 17th, 2023



County Board



Consent Agenda



Regular Agenda

5 mins



10 mins



15 mins



Other



Personnel Committee



Other

Agenda Item: Full time Deputy Position

Department: Pine County Sheriff's Office

Department Head signature

Background information on Item:

Carter Lagergren has accepted the position of Full time Deputy.

Lagergren's effective employment date will be April 17th, 2023 at \$28.60, Grade 10, Step 2.

Action Requested:

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

Financial Impact:

This position is budgeted for 2023.



AGENDA REQUEST FORM

Date of Meeting: 04/04/2023



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other _____

Agenda Item: Conference Attendance

Department: HHS

Rebecca Foss

Department Head signature

Background information on Item:

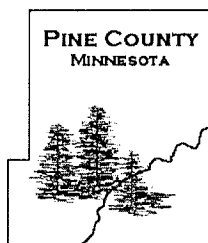
Chemical Health Resource Coordinator Adriane Wimmer has requested to attend the Helping Each Other Heal Conference from April 20 - 21 in Hinckley.

Action Requested:

Authorize Chemical Health Resource Coordinator Adriane Wimmer to attend the Helping Each Other Heal Conference from April 20 - 21 in Hinckley.

Financial Impact:

There are no registration fees associated with attendance at this conference.



AGENDA REQUEST FORM

Date of Meeting: April 4th, 2023



County Board

☒ Consent Agenda

☐ Regular Agenda

5 mins. ☐

10 mins. ☐

15 mins. ☐

Other ☐




Personnel Committee



Other _____

Agenda Item: Ratify Overnight Training

Department: Probation


Department Head signature

Background information on Item:

Probation Agent Shawnesy Smith can attend Decision Points Facilitator training, March 28th-March 31st, 2023 in Mower County (Austin, Mn). These slots are very hard to come by, and this training saves the department over \$800 from having to send her to another training like this that she originally was going to attend.

Action Requested:

Consider ratification of Probation Agent Shawnesy Smith to attend Decision Points Facilitator training, March 28th-March 31st, 2023 in Mower County (Austin, Mn).

Financial Impact:

Lodging \$266.07, training \$500, and meals up to \$153. Total cost \$919.07. Funds are available in the 2023 Probation budget.



AGENDA REQUEST FORM

Date of Meeting: 04/04/2023



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other _____

Agenda Item: Approve attendance at conference

Department: HHS

Rebecca Foss

Department Head signature

Background information on Item:

Fraud Investigator Kari Rybak has requested to attend the MN BCA Financial Crimes Task Force Criminal Investigation Conference from May 11 to May 12 in Brainerd, MN. Expenses associated with attendance at the conference are being covered by the MN BCA.

Action Requested:

Approve Fraud Investigator Kari Rybak to attend the MN BCA Financial Crimes Task Force Criminal Investigation Conference from May 11 to May 12 in Brainerd.

Financial Impact:

Expenses associated with attendance at the conference are being covered by the MN BCA.

Pine County Board Resolution

Family Homelessness Prevention & Assistance Program (FHPAP) PY21-23

Program Outline: FHPAP is funded through Minnesota Housing Finance Agency (MHFA) through state appropriated funds to prevent homelessness for individuals and families in Minnesota. Each community designs its own approach to prevent homelessness through the use of a local Advisory Committee. Lakes & Pines' FHPAP Advisory Committee meets the 3rd Tuesday of each month at Lakes & Pines' offices in Mora. If you would like to be a part of the Advisory Committee email jennye@lakesandpines.org

Populations to be served: Families/Youth Families/Single Adults/Single Youth who have incomes below 200% of federal poverty guidelines.

Eligible Services: FHPAP can pay mortgage payments, rent payments, rental deposits, utility deposits, utility arrears, and items required for basic needs (clothing & food). FHPAP also provides funding to pay for case management and outreach activities. Prevention is the key to this program, so financial literacy, budgeting and life skills education are highly used to keep the household from getting into a similar situation in the future.

Lakes and Pines was awarded \$252,240.00 in direct service dollars for the grant period of 10.01.2021 through 9.30.2023 for the service area of (Aitkin, Carlton, Chisago, Isanti, Kanabec, Mille Lacs and Pine Counties).

We have two models;

Prevention assistance and; rent, mortgage and utility assistance

Rapid Rehousing for individuals who are homeless and are enrolled in an on-going rental assistance program with a maximum of 24 months of rental assistance. These household are entered into the Coordinated Entry System. Coordinated Entry is a listing that ensures funding is distributed equitably and not on a first come first served basis. The Coordinated Entry listing has 39 households that identified Pine County as their Primary residence.

During the time frame of 10.01.2021 to 2.28.2023; Lakes and Pines provided served to Pine County residents in the following manner.

Total Households Served: 21

Prevention Assistance –a total of \$17,932.81

Rapid Rehousing –a total of \$10,346.00

Youth – 4 of the above households were youth, ages 18-24. We typically support youth in our Homeless Youth Act program.

We don't typically provide an amount as Minnesota Housing Finance Agency may negotiate or change the amount we are funded based on the current legislative session and then we would have to get another County Board Resolution approved.

PINE COUNTY RESOLUTION 2023-23
AUTHORIZING ADMINISTRATION OF
MINNESOTA HOUSING FINANCE AGENCY'S
FAMILY HOMELESS PREVENTION AND ASSISTANCE PROGRAM

October 1, 2023 – September 30, 2025

WHEREAS, the Minnesota Housing Finance Agency, State of Minnesota, has been authorized to undertake a program to provide assistance to low-income families and youth to prevent homelessness; and

WHEREAS, Lakes and Pines Community Action Council, Inc. has developed an application as an Administering Entity for the Minnesota Housing Finance Agency's Family Homeless Prevention and Assistance program; and

WHEREAS, Lakes and Pines Community Action Council, Inc. has demonstrated the ability to perform the required activities of the Minnesota Housing Finance Agency's Family Homeless Prevention and Assistance Program.

NOW, THEREFORE BE IT RESOLVED, that Lakes and Pines Community Action Council, Inc. is hereby authorized as an entity to be charged with the administration of funds made available through the Minnesota Housing Finance Agency's Family Homeless Prevention and Assistance Program, in the County of Pine.

Approved this 4th day of April, 2023.

Stephen M. Hallan, Chair

ATTEST:

David J. Minke
County Administrator



AGENDA REQUEST FORM

Date of Meeting: April 4, 2023

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

Agenda Item: Nemadji Watershed Biennial Workplan

Department: Planning & Zoning

Caleb Anderson -Mr. Anderson will not be present 4/4/23 due to a prior commitment.
Department Head signature

Background information on Item:

The Nemadji Comprehensive Watershed Management Plan was adopted by Pine County, along local watershed partners, in January 2021. Since that time the group has been implementing the 2021-2022 (first biennium) implementation plan.

The partnership is now anticipating a second biennium grant from the MN Board of Water Soil Resources (BWSR). To be eligible for the new grant, a biennial work plan is required. On March 15, 2023 the Nemadji Policy Committee met and voted affirmatively recommending local partner boards to approve the 2023-2024 Nemadji Biennial workplan.

The workplan directs the spending of a \$250k BWSR grant and includes work such as forestry and farm planning, project development and engineering for a variety of Best Management Practices to be installed.

Action Requested:

Consider approval of the 2023-2024 biennial workplan for the Nemadji River Comprehensive Watershed Management Plan.

Financial Impact:

Approval of the Nemadji Biennial Workplan does not obligate the Pine County Board of Commissioners to any financial commitment.

Nemadji Watershed Based Implementation Budget – Second Biennium 2023

Category	Budget Amount	Example Activities
Engineering Designs for farms, riparian projects, and road stream interface	\$30,000	Designs for culverts, stormwater BMPs, farm BMPs
BMP Implementation for wetlands, farms, lakes, forests, groundwater	\$85,000	Cost share funding for BMPs (Examples: roof runoff, alternative watering, rain barrels, shoreline restorations, roadside stormwater BMPs, well sealing, riparian forest planting, SSTS upgrades)
Forestry planning (staff time)	\$40,000	Staff time for Woodland Stewardship Planning
Farm planning (staff time)	\$60,000	Staff time for Ag technician to plan, design and implement farm projects
Project Development, Education & Outreach & Landowner Contacts (Staff Time)	\$25,000	Inventory pastures/riparian areas, DNR BMP guidelines audit, RIM easement preparation, grant applications, workshops, mailings, landowner contacts
Grant Management	\$10,000	Committee coordination, Elink and financial reporting, project reporting
Total	\$250,000	

Nemadji Watershed Second Biennium Potential Projects

Streams	Task Lead	Total Expenses	Description
Engineering Designs for 2 Culverts	Carlton SWCD	\$30,000.00	Design of 2 high-priority culverts
Total		\$30,000.00	
Wetlands	Task Lead	Total Expenses	Description
Wetland Restoration	Pine & Carlton SWCD	\$10,000.00	Pine County Project
Total		\$10,000.00	
Forests	Task Lead	Total Expenses	Description
			Fund 100% cost for landowners who agree to enroll in SFIA and implement projects within the first 5 years
Forest Management planning (16 new or updated plans)	Carlton SWCD	\$40,000.00	
	Carlton SWCD/Pine		
Forest Implementation Cost Share	SWCD	\$10,000.00	Tree planting, Riparian Forest Buffers
Total		\$50,000.00	
Agriculture	Task Lead	Total Expenses	Description
Staff Time	Carlton SWCD	\$60,000.00	Focus on animal operations
BMP Implementation	Carlton SWCD	\$50,000.00	
Total		\$110,000.00	
Lakes	Task Lead	Total Expenses	Description
	Pine County/Carlton & Pine SWCD		Rain Barrel program, shoreline & stormwater BMPs, SSTs
Lakeshore Stormwater & Shoreline Program		\$15,000.00	
Total		\$15,000.00	
Protection	Task Lead	Total Expenses	Description
			SC, AC, PC coordination, Elink and finacial reporting, project reporting
Grant Admin	Carlton SWCD	\$10,000.00	
	Carlton SWCD/Pine		
Education Outreach	SWCD	\$5,000.00	
			Inventory pastures/riparian areas, DNR BMP guidline audit, RIM easement preparation, grant applications, Landowner contracts for wetland, lake and stream BMPs
	Carlton SWCD/Pine		
Project Development & Landowner Contacts	SWCD	\$20,000.00	
Total		\$35,000.00	
Subtotal		\$250,000.00	
Match	Enbridge Fund	Match	
Match	Enbridge Fund	\$800,000.00	



AGENDA REQUEST FORM

Date of Meeting: April 4, 2023

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

Agenda Item: Clean Water Partnership Loan Amendment

Department: County Auditor-Treasurer

Department Head signature

Background information on Item:

Since 2016, Pine County has issued \$2,619,105.27 of loans to property owners in Pine County to replace 162 failing septic systems. This funding came from the Minnesota Pollution Control Agency's Clean Water Partnership Loan program.

In 2016, Pine County was awarded \$900,000 through this program, which was all utilized by its expiration July 30, 2020. In 2020, Pine County was awarded an additional \$900,000 to utilize until June 2, 2023; however as of November 19, 2021, this entire funding was utilized. The MPCA amend the 2020 award to \$1,800,000 and extend the expiration date to June 2, 2024 to ensure continued funding under this program; however as of December 31, 2022 there was just \$91,532.31 remaining. Given this, the MPCA has agreed to again amend the 2020 award to \$2,400,000 to ensure the funding is available through the expiration date of June 2, 2024.

Action Requested:

Consider approving resolution 2023-22, authorizing County Auditor-Treasurer Kelly Schroeder to execute the Minnesota Clean Water Partnership project Implementation Loan Agreement Amendment No. 1 which will increase the funding under the program from \$1,800,000 to \$2,400,000.

Financial Impact:

All costs associated with this program will be recouped from the application fee and the interest on the loans.

Resolution# 2023-22
PINE COUNTY RESOLUTION AUTHORIZING AMENDMENT NO. 2
RESOLUTION OF THE PINE COUNTY BOARD OF COMMISSIONERS

BE IT RESOLVED by the Pine County Board of Commissioners that, as Project Sponsor and Loan Sponsor, on February 4, 2020 the Board passed a Resolution to enter into the Minnesota Clean Water Partnership Project Implementation Loan Agreement along with the Minnesota Pollution Control Agency to conduct the Pine County Subsurface Sewage Treatment Systems project.

BE IT FURTHER RESOLVED by the Pine County Board of Commissioners that County Auditor-Treasurer, Kelly Schroeder or designee was authorized by resolution of the Board, to serve as Project Representative and represent the County in all matters which, according to the conditions of the Minnesota Clean Water Partnership Project Implementation Loan Agreement, do not specifically require action by the Board.

BE IT FURTHER RESOLVED by the Pine County Board of Commissioners that County Auditor-Treasurer, Kelly Schroeder or was authorized by resolution to execute loan disbursement requests for the above referenced project to the Minnesota Pollution Control Agency on behalf of the Board.

BE IT FURTHER RESOLVED by the Pine County Board of Commissioners that, County Auditor-Treasurer Kelly Schroeder, be authorized to execute the Minnesota Clean Water Partnership Project Implementation Loan Agreement Amendment No. 2 for the above referenced Project on behalf of the Board, as Project and Loan Sponsor. This is retroactive to and amends the previous Resolution with respect to the SRF0333 Clean Water Partnership Project Implementation Loan Agreement.

WHEREUPON the above resolution was adopted at regular meeting of the Pine County Board of Commissioners this 4th day of April, 2023.

Stephen M. Hallan, Chair
Pine County Board of Commissioners

Date

ATTEST:

David J. Minke
Pine County Administrator

Date

I, David J. Minke, do hereby certify that I am the custodian of the minutes of the proceedings had and held by the Board of Commissioners of said Pine County that I have compared the above resolution with the original passed and adopted by the Board of Commissioners at a regular meeting thereof held on the 4th day of April, 2023 at 10:00 a.m. that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed by hand and signature this 4th day of April, 2023 and have hereunto affixed the seal of the County.

David J. Minke
Pine County Administrator

Date

AMENDMENT NO. 2 TO LOAN AGREEMENT NO. SRF0333

Loan Agreement Start Date: 06/02/2020

Original Project Implementation Period Expiration Date: 06/02/2023

Current Project Implementation Period Expiration Date: 06/02/2024

Requested Project Implementation Period Expiration Date: N/A

Original Loan Agreement Expiration Date: 06/15/2033

Requested Loan Agreement Expiration Date: 6/15/2034

Total Loan Agreement Amount: \$2,400,000.00

Original Loan Agreement Amount: \$900,000.00

Previous Amendment(s) Total: \$900,000.00

Current Amendment: \$600,000.00

This Amendment no. 1 to Loan Agreement no. SRF0333 is by and between the State of Minnesota, through its Minnesota Pollution Control Agency (MPCA) and Pine County (Project & Loan Sponsor).

Recitals

1. The MPCA has a Minnesota Clean Water Partnership Project Loan Agreement with Pine County (Project & Loan Sponsor) identified as Loan Agreement No. SRF0333, dated June 2, 2020 (Original Agreement), to provide funding to support Best Management Practices (BMPs) activities for the Pine County Subsurface Sewage Treatment Systems project.
2. Pine County requests additional funding to support continued BMP implementation activities within the project area.
3. The MPCA and the Pine County are willing to amend Original Agreement accordingly, as stated below.

Agreement Amendment

[Deletions are struck out and Additions are underlined.]

REVISION 1. PURPOSE OF AGREEMENT/DESCRIPTION OF PROJECT "Section B" is amended as follows:

1. The purpose of this Agreement is to provide funding for the Best Management Practices (BMPs) described in the approved Project Work Plan for the Pine County Subsurface Sewage Treatment Systems (Project).
2. Prior to execution of this Agreement, the *Project Sponsor* submitted to the MPCA a proposed Project Work Plan that describes the Project and its BMPs. The MPCA is in the process of reviewing the proposed Project Work Plan, but has not yet approved it. When approved in writing by the MPCA Commissioner, the approved Project Work Plan, including the budget for the Project, shall be incorporated by reference into this Agreement as **Attachment 1-A-B**. The proposed Project Work Plan is now available for reference at the offices of the MPCA, Watershed Division, 520 Lafayette Rd., St. Paul, Minnesota.
3. There are two types of BMPs that could be included in a Project Work Plan. A First-Tier BMP is an activity that is directly undertaken by *Project Sponsor* or *Loan Sponsor*. A Second-Tier BMP is an activity that is undertaken by a person other than the *Project Sponsor* or *Loan Sponsor*. Whether funds provided by the MPCA under this Agreement may be used for First-Tier or Second Tier BMPs, or both, depends on whether the activities are part of the approved Project Work Plan.

REVISION 2. MPCA COMMITMENT "Section C" is amended as follows:

1. The MPCA commits, subject to the conditions set forth in this Agreement, to loan ~~one million eight hundred thousand dollars (\$1,800,000)~~ **two million four hundred thousand dollars (\$2,400,000)** to *Loan Sponsor* for the purpose of funding the BMPs described in the approved Project Work Plan. If there is a discrepancy in the total funding amount stated in the budget of the Project Work Plan and in this Part, the funding amount stated in this Part shall control.
2. The MPCA's commitment to disburse funds under this Agreement is specifically conditioned on the MPCA's first receiving from *Loan Sponsor* evidence that *Loan Sponsor* has secured the debt in this Agreement by issuance of a general obligation promissory note. At a minimum, this evidence must include the following: (a) copy of the Note; (b) certified copies of all resolutions or other authority by the appropriate governing body or bodies as shall legally authorize the execution and performance of the Note; and (c) an opinion from recognized bond counsel concluding that the Note and this Agreement are duly authorized, executed and delivered and will constitute valid, legal and binding agreements in accordance with their terms. For purposes of permitting issuance of the Note, the MPCA represents that it is a "board, department or agency" of the State within the meaning of Minn. Stat. § 475.60, subd. 2, clause (4).

REVISION 3. INTEREST RATE AND TERM OF LOAN "Section D" is amended as follows:

1. This is a **zero percent (0%)** interest loan, having no finance charge. However; if a repayment is late, interest shall accrue at two percent (2%) annum on the principal balance owed commencing on the date repayment is due according to the *Final repayment schedule* and continuing until the payment is received by the MPCA.

AMENDMENT NO. 2 TO LOAN AGREEMENT NO. SRF0333

2. Appended to this Agreement as **Attachment 2-A.-B.** is an Estimated Repayment Schedule, which establishes a loan term of **ten (10) years**. However, when the loan has been fully disbursed, the Project has been fully completed or the Project Implementation Period has expired (whichever comes first), the MPCA shall review the Estimated Repayment Schedule to determine if the payment amounts, due date and term of this Agreement should be revised. Based on this review, the MPCA will establish a Final Repayment Schedule. The Final Repayment Schedule will be based upon interest accrued during the project implementation period through the first payment due date and actual amounts disbursed under this Agreement for activities actually implemented before the expiration of the Project Implementation Period. At the sole discretion of the MPCA, the Final Repayment Schedule may provide a shorter or longer term than is stated in the Estimated Repayment Schedule first appended to this Agreement as **Attachment 2-A.-B.** The MPCA will promptly forward to *Loan Sponsor* any revisions to the Estimated Repayment Schedule. The revisions will then become an integral and enforceable part of this Agreement.

Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments are hereby ratified and affirmed and remain in full force and effect.

The MPCA, Project and Loan Sponsor acknowledge their assent to this Amendment No. 1 and agree to be bound by its terms through their signatures entered below.

SWIFT ID#: 174668 PO#: 3000026200 AI#:200074 PRO20200002

Attachment 1-A -B: Project Work Plan (in accordance with Part B.2.)

Attachment 2-A-B: Estimated Repayment Schedule (in accordance with Part D.2., H.3., and H.4.)

Attachment 2-A-B Estimated repayment schedule

**Title: Pine County Subsurface Sewage Treatment Systems
Clean Water Partnership Project**

Principal amount	\$ 1,800,000.00 <u>2,400,000.00</u>
Estimated interest accrued (during project implementation period)	\$ N/A
Total loan balance	\$ 1,800,000.00 <u>2,400,000.00</u>
Term (years)	10
Annual percentage rate	0%
Number of payments	20
Payment amount	\$ 90,000.00 <u>\$120,000.00</u>

Year (Semiannual Payments)	Payment Due Date	Payment Amount Due	Principal (Includes estimated interest accrued)	Interest	Total Loan Balance
					\$ 1,800,000.00
1	12/15/2024	\$90,000.00	\$ 90,000.00		\$ 1,710,000.00
	6/15/2025	\$ 90,000.00	\$ 90,000.00		\$ 1,620,000.00
2	12/15/2025	\$ 90,000.00	\$ 90,000.00		\$ 1,530,000.00
	6/15/2026	\$ 90,000.00	\$ 90,000.00		\$ 1,440,000.00
3	12/15/2026	\$ 90,000.00	\$ 90,000.00		\$ 1,350,000.00
	6/15/2027	\$ 90,000.00	\$ 90,000.00		\$ 1,260,000.00
4	12/15/2027	\$ 90,000.00	\$ 90,000.00		\$ 1,170,000.00
	6/15/2028	\$ 90,000.00	\$ 90,000.00		\$ 1,080,000.00
5	12/15/2028	\$ 90,000.00	\$ 90,000.00		\$ 990,000.00
	6/15/2029	\$ 90,000.00	\$ 90,000.00		\$ 900,000.00
6	12/15/2029	\$ 90,000.00	\$ 90,000.00		\$ 810,000.00
	6/15/2030	\$ 90,000.00	\$ 90,000.00		\$ 720,000.00
7	12/15/2030	\$ 90,000.00	\$ 90,000.00		\$ 630,000.00
	6/15/2031	\$ 90,000.00	\$ 90,000.00		\$ 540,000.00
8	12/15/2031	\$ 90,000.00	\$ 90,000.00		\$ 450,000.00

AMENDMENT NO. 2 TO LOAN AGREEMENT NO. SRF0333

	6/15/2032	\$ 90,000.00	\$ 90,000.00		\$ 360,000.00
9	12/15/2032	\$ 90,000.00	\$ 90,000.00		\$ 270,000.00
	6/15/2033	\$ 90,000.00	\$ 90,000.00		\$ 180,000.00
10	12/15/2033	\$ 90,000.00	\$ 90,000.00		\$ 90,000.00
	6/15/2034	\$ 90,000.00	\$ 90,000.00		\$ -
Totals		\$ 1,800,000.00	\$ 1,800,000.00	\$0.00	\$ -

<u>Year</u> <u>(Semiannual</u> <u>payments)</u>	<u>Payment</u> <u>due date</u>	<u>Payment</u> <u>amount due</u>	<u>Principal</u> <u>amount</u>	<u>Interest</u> <u>N/A</u>	<u>Total loan</u> <u>balance</u>
-	-	-	-	-	\$ 2,400,000.00
1	12/15/2024	\$ 120,000.00	\$ 120,000.00	\$ -	\$ 2,280,000.00
2	6/15/2025	\$ 120,000.00	\$ 120,000.00	\$ -	\$ 2,160,000.00
3	12/15/2025	\$ 120,000.00	\$ 120,000.00	\$ -	\$ 2,040,000.00
4	6/15/2026	\$ 120,000.00	\$ 120,000.00	\$ -	\$ 1,920,000.00
5	12/15/2026	\$ 120,000.00	\$ 120,000.00	\$ -	\$ 1,800,000.00
6	6/15/2027	\$ 120,000.00	\$ 120,000.00	\$ -	\$ 1,680,000.00
7	12/15/2027	\$ 120,000.00	\$ 120,000.00	\$ -	\$ 1,560,000.00
8	6/15/2028	\$ 120,000.00	\$ 120,000.00	\$ -	\$ 1,440,000.00
9	12/15/2028	\$ 120,000.00	\$ 120,000.00	\$ -	\$ 1,320,000.00
10	6/15/2029	\$ 120,000.00	\$ 120,000.00	\$ -	\$ 1,200,000.00
11	12/15/2029	\$ 120,000.00	\$ 120,000.00	\$ -	\$ 1,080,000.00
12	6/15/2030	\$ 120,000.00	\$ 120,000.00	\$ -	\$ 960,000.00
13	12/15/2030	\$ 120,000.00	\$ 120,000.00	\$ -	\$ 840,000.00
14	6/15/2031	\$ 120,000.00	\$ 120,000.00	\$ -	\$ 720,000.00
15	12/15/2031	\$ 120,000.00	\$ 120,000.00	\$ -	\$ 600,000.00
16	6/15/2032	\$ 120,000.00	\$ 120,000.00	\$ -	\$ 480,000.00
17	12/15/2032	\$ 120,000.00	\$ 120,000.00	\$ -	\$ 360,000.00
18	6/15/2033	\$ 120,000.00	\$ 120,000.00	\$ -	\$ 240,000.00
19	12/15/2033	\$ 120,000.00	\$ 120,000.00	\$ -	\$ 120,000.00
20	6/15/2034	\$ 120,000.00	\$ 120,000.00	\$ -	\$ -
Totals	-	\$2,400,000.00	\$2,400,000.00	\$0.00	\$ -

Encumbrance Verification

DocuSigned by:

Kurt Soular

AAC2AB7A9D2A400...

March 20, 2023

County Auditor-Treasurer

UNAPPROVED
Pine County Housing & Redevelopment / Economic Development Authority
Meeting Minutes – March 22, 2023 1:00 PM
North Pine Government Center - 1602 Hwy 23 No., Sandstone, Minnesota

Members present: Mary Kay Sloan, Henry Fischer, Leah Jackson, Rick Lewis

Members absent: Traver Gahler

Pine County Commissioners present: Matt Ludwig

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

1. Chair Sloan called the meeting to order at 1:00 PM.
2. The pledge of allegiance was said.
3. No public comments were received.
4. *Motion by Fischer to approve the agenda, seconded by Lewis. Motion carried 4-0.*
5. *Motion by Lewis, seconded by Jackson to approve minutes of the January 25, 2023 board meeting. Motion carried 4-0.*
6. There was no correspondence.
7. The HRA/EDA Commissioners' expense claims forms were reviewed. *Motion by Jackson, seconded by Fischer to approve expenses as presented. Motion carried 4-0.*
8. Operational Reports (SMR Management)
The management and financial reports for January and February were presented by Pfau, noting two move-in's, and another third one soon, filling all vacancies. Fischer questioned the snow removal contract, asking for clarification if it was per snow event or a set fee. Pfau stated that the snow removal service fee was per event. There was additional discussion around the HRA/EDA budget, and how to differentiate between housing management operations and HRA/EDA programming. Minke explained that he will work with Schroeder and Pfau in the coming months to establish the accounts. *Motion by Jackson, seconded by Fischer to accept the reports as presented. Motion carried 4-0.*
9. Development Project Updates
Sauter gave an overview of various development projects currently in progress, and shared training and professional development opportunities for board members, elected officials, real estate professionals and business owners in the upcoming weeks. Sloan suggested that the commissioners consider the MN NAHRO commissioner training be a group effort, held in Sandstone at the North Pine Government Center. *Motion by Lewis, to register the group for \$350 for all five sessions, seconded by Jackson. Motion carried 4-0.*
10. Committee Reports
 - 10.1 Facility Management: None

10.2 Board Policies: None.

10.3 Housing and Development Projects: None.

11. Member Reports/Updates

Ludwig gave an update on the One Watershed One Plan, the soil survey (almost done) and, the county program aid from the state and its impact on the county levy.

Fischer suggested promoting the public workshop at the township association meeting in March.

Jackson gave an update on the Sandstone childcare center in the John Wright building.

Minke invited the board to the Opioid Forum on April 26 and gave an update on the settlement funds.

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

Next Regular Meeting, April 26, 2023 - 1:00 pm, North Pine Government Center, Sandstone, Minnesota.

ATTEST:

David J. Minke
Executive Director

Mary Kay Sloan
Board Chair