

ADDITIONS/REVISIONS/CORRECTIONS

Regular Meeting
February 21, 2023

Addition:

A. Consent Agenda Item 8.1 – New Hire

Consider the hiring of part-time dispatcher Jenell Jacobson, effective February 22, 2023, \$23.16 per hour, Grade 7, Step 1.



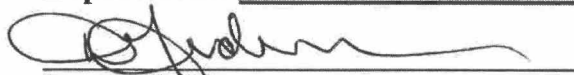
AGENDA REQUEST FORM

Date of Meeting: February 21, 2023

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

Agenda Item: Part-time Dispatcher Position

Department: Pine County Sheriff's Office


Department Head signature

Background information on Item:

Jenell Jacobson has accepted the Part-time Dispatch position.

Jenell Jacobson's effective employment date will be February 22nd, 2023 at \$23.16, Grade 7, Step 1.

Action Requested:

The Pine County Sheriff's Office/Dispatch Center asks the County Board to approve Jenell Jacobson for the Part-time Dispatch position.

Financial Impact:

This position is budgeted for 2023.



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, February 21, 2023, 10:00 a.m.

North Pine Government Center

1602 Hwy 23 No.

Sandstone, 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, February 21, 2023 at 10:00 a.m. via interactive technology, pursuant to Minnesota Statute 13D.02. Commissioners Hallan and Waldhalm will be seen and heard at the meeting via electronic means and will participate from locations which are open and accessible to the public:

- Commissioner Hallan: 14511 Perdido Key Drive, Pensacola, Florida
- Commissioner Waldhalm: 904 Calle Cruz Roja, Barrio Obrero, Arecibo, PR

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) Public Forum. Members of the public are invited to speak. After being recognized by the Chair, each speaker should state his/her name and limit comments to three (3) minutes.
- D) Adopt Agenda
- E) Approve Minutes of February 7, 2023 Regular County Board Meeting and Summary for publication.
- F) Minutes of Boards, Committees and Correspondence
University of Minnesota-Family and Community Resilience Program Update – February 11, 2023
- G) Approve Consent Items

CONSENT AGENDA

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

1. **Review January, 2023 Cash Balance (attached)**

Fund	January 31, 2022	January 31, 2023	Increase/Decrease
General Fund	5,880,862	6,083,124	202,262
Health and Human Services Fund	2,157,261	2,920,331	763,070
Road and Bridge Fund	848,141	1,006,479	158,339
Opioid Settlement	--	254,694	254,694
COVID Relief	2,524,583	3,396,399	871,816
Land	2,383,631	2,716,412	332,781
Self Insurance	540,951	436,763	(104,188)
TOTAL (inc non-major funds)	15,771,649	18,638,722	2,867,073

2. **January 2023 Disbursements/Claims Over \$2,000 (attached)**

Consider approval of the January 2023 disbursements including the individual listing of claims over \$2,000, and 474 claims under \$2,000 or not needing approval totaling \$800,857.81.

3. **Applications**

Consider approval of the following applications:

A. Tobacco License

i. Hinckley Tobacco LLC, 107 Grindstone Court, Hinckley

B. 2022 Local Option Disaster Abatement

i. Cliff Thomas, PID 45.5244.000, 210 Lark St., Sandstone, due to fire May 19, 2021. Unable to reoccupy the home December 19, 2022

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

Review and consider approval of commissioner expense claim forms.

5. **Donations**

Consider acceptance of the following donations:

A. \$100 donation from Pine Area Lions for the Pine County Operation Community Connect.

6. **Cancellation of 2020 Outstanding Warrants**

Approve the cancellation of 2020 outstanding warrants.

7. **Contracts**

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

A. Arrowhead Economic Opportunity Agency, Inc. (AEOA)/ Common Carrier Transport Provider HHS contracts with AEOA for volunteer drivers specific to social services transportation/not medical appointments. This contract allows this service to continue. Contract is for a two-year term, January 1, 2023–December 31, 2024. The cost for the use of their volunteer drivers is the IRS mileage rate plus 38 cents per mile for administrative costs.

8. **Personnel**

A. Ratify status change for Corrections Officer Gillian Kolling from full-time to part-time effective January 17, 2023. No change in wage.

9. **Training**

Consider approval of attendance at the following training:

- A. Probation Senior Agents Michelle Sellner, Jami Tuve Anderson and Devin Petersen to attend the Minnesota Association of County Probation Officers (MACPO) Annual Conference, May 17-19, 2023, Nisswa, Minnesota. Registration: \$200 for Jami Tuve Anderson (free for Michelle Sellner and Devin Petersen as they are on the MACPO Executive Board); Lodging: \$360 double occupancy for Jami/Michelle, \$520 single occupancy for Devin; Meals: included in registration; Mileage: county vehicle will be used. Total cost: \$1,440. Funds are available in the 2023 Probation budget.
- B. Social Worker Sam Maser and MNChoices Assessor Danielle One to attend the Minnesota Social Services Association (MSSA) Conference, March 15-17, 2023, Minneapolis, Minnesota. Registration: \$264/person (\$528 total), Meals: \$36/person (\$72 total), Mileage: county vehicle will be used. Total cost: \$600. Funds are available in the 2023 Health & Human Services budget.

REGULAR AGENDA

1. **Petition to Name an Unnamed Lake – Public Hearing (to be heard at 10:00 a.m. or as soon thereafter as practicable)**

- A. Presentation by staff regarding the lake name petition
- B. County Board questions and discussion
- C. Open Public Hearing and take public/petitioner testimony
- D. Close Public Hearing
- E. County Board additional discussion, if necessary
- F. Consider Resolution 2023-08 naming said requested body of water “Bloom Lake” and authorize Board Chair/Vice Chair and County Administrator to sign.

2. **Personnel Committee Report** (Minutes attached)

The Personnel Committee met on February 13, 2023. The Personnel Committee made the following recommendations:

A. **Health & Human Services**

- i. Acknowledge the resignation of Eligibility Worker Amber Doenz, effective January 27, 2023, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

B. **Sheriff’s Office**

- i. Acknowledge the resignation of Deputy Sheriff Tim Vaagenes, effective January 31, 2023, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

C. **Auditor-Treasurer**

- i. Ratify the termination of part-time probationary Clerk III Emeri Hagfors, effective January 12, 2023, and approve backfill of the position and subsequent vacancies that may occur due to internal promotion or lateral transfer.
- ii. Acknowledge the retirement of Senior Appraiser Jennifer Christensen, effective February 9, 2023, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

D. Administration

- i. Amend Section 12.7.1 of the county policy manual to increase the meal reimbursements to no more than breakfast \$13.00, lunch \$17.00, and dinner \$21.00.
- ii. Amend Section 31, Media Policy by naming all department heads or designee as media contacts.

3. **Personnel (promotion) / New Hire**

Consider the following:

- A. Authorizing the promotion of a current staff appraiser to the position of Senior Property Appraiser effective February 22, 2023 and authorize the backfill of the position and any subsequent vacancies that may occur due to the internal promotion or lateral transfer. The name and pay will be supplied as additional information for the agenda.
- B. Hiring of part-time Clerk III Sully Lucht, effective February 21, 2023, \$18.60 per hour, Grade 4, Step 1.

4. **Federal Funding Agreement with Minnesota Department of Transportation**

Consider approval of Updated Agency Agreement and Resolution 2023-10 to allow Pine County to receive federal transportation funding. Authorize Board Chair/Vice Chair and County Administrator to sign.

5. **Resolution to Advance State Aid**

Consider approval of Resolution 2023-11 for additional construction funds to keep the 2023 construction projects on schedule. This resolution allows for \$2,575,143 to be advanced from the 2024 State Aid Construction Account. Authorize Board Chair/Vice Chair and County Administrator to sign.

6. **Savage Communications, Inc. Broadband Project**

Consider approval of Resolution 2023-09 supporting Savage Communications, Inc.'s broadband project to provide fiber broadband internet to its service area and provide \$75,000 towards the project from previously identified American Rescue Plan Act (ARPA) funds. Authorize Board Chair/Vice Chair and County Administrator to sign.

7. **Commissioner Updates**

Northeast Minnesota Area Partnership
Kettle River Policy Committee
Law Library
Soil & Water Conservation District
Extension Committee
East Central Solid Waste Commission
East Central Regional Library
Arrowhead Counties Association
Other

8. **Other**

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

- a. Pine County Board Meeting, Tuesday, February 21, 2023, 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota
- b. Arrowhead Counties Association Legislative Dinner, Tuesday, February 21, 2023, 6:00 p.m., Mancini's Char House, St. Paul, Minnesota
- c. Association of Minnesota Counties Legislative Conference, February 22-23, 2023, St. Paul, Minnesota
- d. NLX, Wednesday, February 22, 2023, 10:00 a.m.
- e. Pine County Housing and Redevelopment Authority / Economic Development Authority, Wednesday, February 22, 2023, 1:00 p.m., North Pine Government Center, 1602 Hwy 23 No., Sandstone, Minnesota
- f. State Community Health Services Advisory Committee, Friday, February 24, 2023, 9:00 a.m., Amherst Wilder Foundation or Virtual
- g. Snake River Watershed Management Board, Monday, February 27, 2023, 9:00 a.m., Kanabec County Courthouse, 317 Maple Avenue East, Mora, Minnesota
- h. Snake River Watershed Policy Committee, Monday, February 27, 2023, 9:30 a.m., Kanabec County Courthouse, 317 Maple Avenue East, Mora, Minnesota
- i. East Central Regional Development Commission, Monday, February 27, 2023, 7:00 p.m., 100 Park Street South, Mora, Minnesota
- j. Land Committee Meeting, Wednesday, March 1, 2023, 1610 Hwy. 23 No., Sandstone, Minnesota
- k. Pine County Board Meeting, Tuesday, March 7, 2023, 10:00 a.m., Board Room, Courthouse, Pine City, Minnesota

10. Adjourn

**MINUTES
OF THE
PINE COUNTY BOARD MEETING
Regular Meeting
Tuesday, February 7, 2023 - 10:00 a.m.
Board Room, Courthouse, Pine City, Minnesota**

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

Present were Commissioners Josh Mohr, Terry Lovgren and Matt Ludwig. Also present was County Administrator David Minke and County Attorney Reese Frederickson. Due to out-of-town commitments, Chair Steve Hallan and Commissioner J.J. Waldhalm joined the meeting via interactive technology, pursuant to Minnesota Statute 13D.02. Commissioners Hallan and Waldhalm were seen and heard at the meeting via electronic means, at locations open and accessible to the public, and participated from 14511 Perdido Key Drive, Pensacola, Florida, and 904 Calle Cruz Roja, Barrio Obrero, Arecibo PR, respectively.

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

The Pledge of Allegiance was said.

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

Chair Hallan requested the following revisions to the agenda:

Consent Agenda Item 4.C: Changing Gaits' Grant Pass-Thru Application

Consider approval of the Waiver of Variable Pass-Thru Percentage/Minnesota Public Safety-Office of Justice Programs 2023 Federal Byrne JAG Criminal and Juvenile Justice Intervention Grant Funds.

Consent Agenda Item 8.F: New Hire of Corrections Officer

Consider approval of the hiring of Corrections Officer Arianne Grubbs, effective February 8, 2023, Grade 7, Step 1, \$23.16 per hour.

Motion by Commissioner Ludwig to adopt the amended Agenda. Second by Commissioner Lovgren. 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.

Motion by Commissioner Lovgren to approve the Minutes of the January 17, 2023 county board meeting and Summary for publication. Second by Commissioner Mohr. 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.

Minutes of Boards, Reports and Correspondence

Pine County Chemical Health Coalition Minutes – January 12, 2023

Pine County Zoning Board Minutes – December 19, 2022

Pine County Surveyors Monthly Report – January, 2023

Hinckley Annexation Correspondence – January 20, 2023

Minnesota Public Utilities Commission Notice of Comment Period – January 24, 2023

Motion by Commissioner Mohr to acknowledge the Minutes of Boards, Reports and Correspondence. Second by Commissioner Lovgren. 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.

Motion by Commissioner Ludwig to approve the amended Consent Agenda. 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/Aye, District 2-Commissioner Mohr/Aye. Motion carried 5-0.

CONSENT AGENDA

1. Applications

Disaster Abatements

Approve the following 2022 local option disaster abatements:

- i. Matthew Beal, PID 46.0060.000, Sturgeon Lake City, fire 6/20/22 to house and garage and did not become habitable in 2022
- ii. Dr. Chris Ketchmark, PID 45.5315.000, Sandstone City, fire 1/20/22 to office building, did not become habitable in 2022
- iii. Shannon Logue, PID 43.0599.000, Rock Creek City, fire 2/19/21 to house, moved back in March 1, 2022
- iv. Jimmie & Anita Sparks, PID 28.0516.000, fire 11/6/22 to house, did not become habitable in 2022
- v. Janice Swanson, PID 29.0210.001, Royalton Township, fire 9/24/22 to house, did not become habitable in 2022

2. Commissioner Expense Claim Form

Approve Chair Hallan's expense claim form.

3. Donations

Approve a \$50 donation from Dennis Gottschalk designated to the Veterans Service Office for veterans outreach.

4. Grant Agreements

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

A. 2023 MN Federal Boating Safety Supplemental Equipment Grant

2023 Federal Boating Safety Supplemental Equipment Grant in the amount of \$2,450. The grant will be used to purchase 10 inflatable life jackets. The grant period is January 1, 2023 – August 1, 2023. There is no match requirement.

B. FY 2023 State of Minnesota SSTS Program Grant Agreement

- i. FY 2023 State of Minnesota SSTS Program Grant Agreement in the amount of \$18,600. The grant will be used toward funding for the 2023 Pine County Zoning Department budget. The grant is effective upon being fully signed and the Grantee having been notified of same, and expires December 31, 2024.

- ii. Appoint the County Auditor-Treasurer to serve as the County’s authorized representative for the grant.

C. **Changing Gaits’ Grant Application**

Waiver of Variable Pass-Thru Percentage/Minnesota Public Safety-Office of Justice Programs 2023 Federal Byrne JAG Criminal and Juvenile Justice Intervention Grant Funds. The waiver acknowledges any grant funds provided to local government that are directed to this program will pass through to the program should Changing Gaits obtain the grant.

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

Approve Resolution 2023-04 extending a special assessment as follows, and authorize Board Chair/Vice Chair and County Administrator to sign: Daniel and Jamie Hendrix, PID 06.0259.000, \$20,000; Thomas and Traci Dubois, PID 13.0424.001, \$18,750; Gregory and Lisa Larson, PID 04.0134.001, \$19,000; Samuel and Nicole Lewis, PID 10.0088.000, \$26,200; Lewis and Shannon Brockette, PID 17.0208.004, \$19,650; Patrick and Patricia Reicherts, PID 21.0241.000, \$20,000; Brent Jones and Kelly Petricka, PID 26.0219.000, \$23,132; Raghad Dhahad, PID 06.0154.000, \$17,700.

6. **Operation Community Connect Accounts**

Approve committing accounts 12-481-486-0002-5761/Operation Community Connect donations, and 12-481-486-0002-6802/Operation Community Connect expense, to the purpose of the Operation Community Connect events.

7. **Personnel (Promotion)**

Approve the internal promotion of Case Aide Lisa Stoffel to Community Support Technician, effective February 8, 2023, Grade 7, \$26.16 per hour.

8. **New Hire**

Approve the hiring of:

- A. Office Support Specialist Amber Kopyy, effective February 8, 2023, Grade 2, Step 3, \$17.98 per hour.
- B. Eligibility Worker Ashley Spencer, effective February 13, 2023, Grade 6, Step 1, \$20.90 per hour.
- C. Family Resource Center Coordinator Kala Roberts, effective February 21, 2023, Grade 9, Step 6, \$30.23 per hour.
- D. Eligibility Worker Jami Newlin, effective February 13, 2023, Grade 6, Step 1, \$20.90 per hour.
- E. Deputy Sheriff Eric Gruninger, effective February 21, 2023, Grade 10, Step 2, \$28.60 per hour.
- F. Corrections Officer Arianne Grubbs, effective February 8, 2023, Grade 7, Step 1, \$23.16 per hour.

9. **Training**

Approve the following training:

- A. Environmental Technician Lukas Olson to attend the Advanced SSTS Design and Inspection course, October 2-6, 2023 in Alexandria, Minnesota. Registration \$570, Lodging \$500, Mileage \$199, Total cost \$1,269.

- B. Fraud Investigator Kari Rybak to attend the Minnesota Fraud Investigator’s Association 35th Annual Spring Conference, May 3-5, 2023 in Cohasset, Minnesota. Registration \$185, Lodging/Meals \$391. Total cost: \$576.
- C. Social Workers Ashley Gnat, Deanna Williams and Esther Sereti to attend the Minnesota Social Services Association (MSSA) Conference, March 15-17, 2023 in Minneapolis, Minnesota. Registration \$792/total for 3, Meals \$108/total for 3, Travel \$450 total/rideshare. Total cost: \$1,350.

REGULAR AGENDA

1. Technology Committee Report

Commissioner Josh Mohr stated the Technology Committee met January 24, 2023. The Technology Committee made the following recommendations:

- a. Continue to allow public comment at regular meetings. Request advance notice for public comments made remotely, IT will forward the meeting link to the requestor; this will commence February 21, 2023.
- b. Continue to post livestream address on the county website.
- c. All other items for county board meetings, currently including the live stream and recording on YouTube, will remain the same. Meetings that are not live streamed, or if technology is not available, will continue to operate as is current procedure.

2. Facilities Committee Report

Commissioner Ludwig stated the Facilities Committee met February 1, 2023. The Jail study/plan update, jail camera/door integration project, Uninterruptible Power Supply (UPS) project, and ventilation for the drying room at the Sandstone sheriff’s office were discussed. Commissioner Ludwig stated the cost for the jail project may be approximately \$3,000,000 and encouraged commissioners to reach out to our local legislative representatives for state bonding for this project.

3. Department of Natural Resources Parcel Acquisition in Rock Creek

Joshua Koelsch, Department of Natural Resources (DNR) Assistant Area Wildlife Manager, was present to answer questions regarding the proposed land acquisition of 160 acres located at 10806 550th St., Rush City. This is a private land sale to Pheasants Forever East Central Spurs Chapter, which land will then be transferred to the DNR. Annual real estate tax received is approximately \$2,300; upon transfer to the DNR, the land will be eligible for Payment In Lieu of Taxes (PILT) payments from the state as Wildlife Management Lands. The PILT calculation is based on the greater of \$5.133 per acre or 0.75% of the appraised value of all wildlife land within the county. Koelsch estimates next year’s PILT payment at \$2,400.

Motion by Commissioner Ludwig to send a letter of support to the Department of Natural Resources for acquisition of the 160 acres located at 10806 550th St., Rush City. Second by Commissioner Lovgren.

A **motion to amend** was made by Commissioner Waldhalm to remove 160 acres of comparable, tax-forfeited county land and place it for sale, to offset the 160 acres located at 10806 550th Street, Rush City.

Motion to amend died for lack of a second.

Commissioner Lovgren stated the Land Advisory Committee could review that request. Chair Hallan called for a Roll Call vote on the original motion: District 5-Commissioner Ludwig/Aye, District 1-Chair Hallan/Aye, District 2-Commissioner Mohr/Aye, District 3-

Commissioner Lovgren/Aye, District 4-Commissioner Waldhalm/Nay. Motion carried 4-1 with Commissioner Waldhalm opposing.

4. **Revolving Loan Fund**

County Administrator David Minke stated the Pine County HRA-EDA is eligible to apply for grant funds to create a revolving loan fund and receive technical assistance for the initial implementation. The HRA-EDA intends to match the request for a \$100,00 grant from the Rural Business Development Grant program using \$19,099.70 from the county's revolving loan fund.

Motion by Commissioner Ludwig to approve the transfer of Pine County Revolving Loan Fund funds to the Pine County HRA-EDA, in the amount of \$19,099.70. Second by Commissioner Waldhalm. 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.

5. **2023 Aquatic Invasive Species Program**

Land and Resources Manager Caleb Anderson provided an overview of the 2023 Aquatic Invasive Species Plan with proposed activities. Funding includes AIS control, monitoring, youth, prevention, education and administration. The total funding available for the 2023 AIS plan is \$267,607.34 consisting of \$144,794.34 unspent from previous years and \$122,810 in 2023 funding. The 2023 AIS Plan, compiled from all requests, is budgeted at \$200,747.51.

Motion by Commissioner Lovgren to approve Resolution 2023-05 adopting the 2023 Aquatic Invasive Species Plan and budget and authorize Board Vice Chair and County Administrator to sign. Second by Commissioner Mohr. 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.

6. **East Central Energy Broadband Project**

East Central Energy (ECE) Vice President-CIO Ty Houglum provided an overview of ECE's Border-to-Border grants received, and unserved or underserved areas ECE intends to fund for the expansion of broadband to these areas. The county has committed \$11,000 for the county portion of the Border-to-Border Broadband Development Grant Program previously allocated from American Rescue Plan Act funds.

Motion by Commissioner Lovgren to approve Resolution 2023-03 supporting East Central Energy's Broadband Project to provide fiber broadband internet to its service area and provided \$11,000 towards the project from previously identified ARPA funds, and to provide a letter of support for broadband to these unserved/underserved areas. 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/Aye, District 2-Commissioner Mohr/Aye. Motion carried 5-0.

7. **Establish Dates for Special Meetings**

Motion by Commissioner Lovgren to set the following two Special Meeting-Committee of the Whole meetings: (1) March 14, 2023, 9:00 a.m. at the Pine County Courthouse for the purpose of discussing and considering action related to recycling and solid waste management, considering an update on the I-35 Traffic Study and Tribal Economy Business Park and Feasibility Study and other topics that are included on the meeting agenda; (2) April 25, 2023 at 9:00 a.m. at the North Pine Government Center, Sandstone for the purpose of

discussing and considering action related to county highways and public works and to conduct a road tour of county highways. Second by Commissioner Mohr. 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.

8. **Commissioner Updates**

Arrowhead Counties Association: Commissioner Ludwig stated Chair and Vice Chair were re-elected. There is a case before the United States Supreme Court out of Hennepin County regarding who should receive the proceeds from the sale of tax forfeited property. If the cases prevails, the money would be given to the previous owner who lost the property because of tax forfeiture.

Greater Minnesota Parks and Trails–Legislative Update: Chair Hallan unable to attend due to technology difficulties.

Snake River Watershed Management Board - cancelled

Snake River Watershed 1W1P Policy Committee: Commissioner Lovgren stated the Board of Water and Soil Resources approved the comprehensive water management plan.

Discussion took place as far as the organization structure and whether Soil & Water Conservation Districts (SWCD) should be considered as voting members. Pine County's position is that SWCD members should be allowed to vote.

Lakes & Pines Community Action Council: Chair Hallan stated bills were paid, grants were awarded, and introductions were made of the new members.

Lower St. Croix Partnership (1W1P): Chair Hallan stated one of the grant projects that is proceeding forward is a project in the Rock Creek.

NLX: Commissioner Ludwig unable to attend.

Housing & Redevelopment Authority/Economic Development Authority: Commissioner Ludwig stated two members will be attending the MN Chapter of the National Association of Housing and Redevelopment Officials (NAHRO) Day at the Capital. The HRA-EDA approved a request to authorize an application to the Rural Business Development Grant program to establish a Pine County Revolving Loan Fund by providing up to a match up to \$100,000 including the \$19,099.70 which was awarded to the HRA-EDA at Regular Agenda #4 above. Redpath and Company will perform the 2022 audit.

Pine County Education Leadership Network: Commissioner Lovgren stated a presentation was given on Family Resource Centers; discussion was held as to additional funding sources for the costs of the School Resource Officer (SRO) in the schools.

Central EMS: Commissioner Ludwig said the funding for the Central EMS was discussed.

GMPT Legislative Action Day: Commissioners unable to attend.

East Central Regional Juvenile Advisory Committee: Commissioner Ludwig stated five new counties have joined the group. The county has one bed; at some point there may be a bed shortage.

Minnesota Community Awareness Emergency Response (MNCAER) Pipeline Safety Program: Commissioner Lovgren stated pipeline/ditch safety was discussed. Chair Hallan stated that members of our highway department should attend this training.

AMC Probation WorkGroup: Commissioner Ludwig stated the information in the board packet provided information as to the probation delivery systems and their method of funding. Pine County is a County Probation Officer (CPO) county, which per statute, is reimbursable up to 50% from the Department of Corrections.

Other

NACO Telecommunications and Technology Committee: Commissioner Lovgren stated one of the most important resolutions to be considered is getting cell phone coverage to unserved/unserved areas so that broadband can be used in those areas. Also of importance is getting rid of hidden fees on bills.

US Preparedness for Nuclear and Radiological Disasters: Commissioner Lovgren stated this highlighted how other areas of the country are preparing for possible disasters.

Internet for All telecommunication: Commissioner Lovgren stated counties and cities addressed their needs in their area and how these jurisdictions can help each other.

Project RISE: Commissioner Lovgren stated there is great teamwork between the probation/courts/schools. Fishing for Youth taking place in Pine City. Verbal abuse at schools has increased/vaping is down.

Legislative Update: Commissioner Lovgren stated there are a lot of funds available for broadband and mental health.

9. Other

None.

10. Upcoming Meetings

Upcoming meetings were reviewed.

11. Adjourn

With no further business, Chair Hallan adjourned the meeting at 11:39 a.m.

The next regular meeting of the county board is scheduled for February 21, 2023 at 10:00 a.m. at the North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota.

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

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

**SUMMARY
OF
MINUTES
OF THE
PINE COUNTY BOARD MEETING
Regular Meeting
Tuesday, February 7, 2023 - 10:00 a.m.
Board Room, Courthouse, Pine City, Minnesota**

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

Present were Commissioners Josh Mohr, Terry Lovgren and Matt Ludwig. Also present was County Administrator David Minke and County Attorney Reese Frederickson. Due to out-of-town commitments, Chair Steve Hallan and Commissioner J.J. Waldhalm joined the meeting via interactive technology, pursuant to Minnesota Statute 13D.02. Commissioners Hallan and Waldhalm were seen and heard at the meeting via electronic means, at locations open and accessible to the public, and participated from 14511 Perdido Key Drive, Pensacola, Florida, and 904 Calle Cruz Roja, Barrio Obrero, Arecibo PR, respectively.

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

The Pledge of Allegiance was said.

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

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

Motion by Commissioner Lovgren to approve the Minutes of the January 17, 2023 county board meeting and Summary for publication. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

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

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

Disaster Abatements

Approve the following 2022 local option disaster abatements:

- i. Matthew Beal, PID 46.0060.000, Sturgeon Lake City, fire 6/20/22 to house and garage and did not become habitable in 2022
- ii. Dr. Chris Ketchmark, PID 45.5315.000, Sandstone City, fire 1/20/22 to office building, did not become habitable in 2022
- iii. Shannon Logue, PID 43.0599.000, Rock Creek City, fire 2/19/21 to house, moved back in March 1, 2022

- iv. Jimmie & Anita Sparks, PID 28.0516.000, fire 11/6/22 to house, did not become habitable in 2022
- v. Janice Swanson, PID 29.0210.001, Royalton Township, fire 9/24/22 to house, did not become habitable in 2022

Approve Chair Hallan's expense claim form.

Approve a \$50 donation from Dennis Gottschalk designated to the Veterans Service Office for veterans outreach.

Approve the following grants:

A. 2023 MN Federal Boating Safety Supplemental Equipment Grant

2023 Federal Boating Safety Supplemental Equipment Grant in the amount of \$2,450 to purchase 10 inflatable life jackets. The grant period is January 1, 2023 – August 1, 2023. There is no match requirement.

B. FY 2023 State of Minnesota SSTS Program Grant Agreement

- i. FY 2023 State of Minnesota SSTS Program Grant Agreement in the amount of \$18,600. The grant expires December 31, 2024.
- ii. Appoint the County Auditor-Treasurer to serve as the County's authorized representative for the grant.

C. Changing Gaits' Grant Application

Waiver of Variable Pass-Thru Percentage/Minnesota Public Safety-Office of Justice Programs 2023 Federal Byrne JAG Criminal and Juvenile Justice Intervention Grant Funds. The waiver acknowledges any grant funds provided to local government that are directed to this program will pass through to the program should Changing Gaits obtain the grant.

Approve Resolution 2023-04 extending a special assessment as follows: Daniel and Jamie Hendrix, PID 06.0259.000, \$20,000; Thomas and Traci Dubois, PID 13.0424.001, \$18,750; Gregory and Lisa Larson, PID 04.0134.001, \$19,000; Samuel and Nicole Lewis, PID 10.0088.000, \$26,200; Lewis and Shannon Brockette, PID 17.0208.004, \$19,650; Patrick and Patricia Reicherts, PID 21.0241.000, \$20,000; Brent Jones and Kelly Petricka, PID 26.0219.000, \$23,132; Raghad Dhahad, PID 06.0154.000, \$17,700.

Approve committing accounts 12-481-486-0002-5761/Operation Community Connect donations, and 12-481-486-0002-6802/Operation Community Connect expense, to the purpose of the Operation Community Connect events.

Approve the internal promotion of Case Aide Lisa Stoffel to Community Support Technician, effective February 8, 2023, Grade 7, \$26.16 per hour.

Approve the hiring of:

- A. Office Support Specialist Amber Kopyy, effective February 8, 2023, Grade 2, Step 3, \$17.98 per hour.
- B. Eligibility Worker Ashley Spencer, effective February 13, 2023, Grade 6, Step 1, \$20.90 per hour.
- C. Family Resource Center Coordinator Kala Roberts, effective February 21, 2023, Grade 9, Step 6, \$30.23 per hour.

- D. Eligibility Worker Jami Newlin, effective February 13, 2023, Grade 6, Step 1, \$20.90 per hour.
- E. Deputy Sheriff Eric Gruninger, effective February 21, 2023, Grade 10, Step 2, \$28.60 per hour.
- F. Corrections Officer Arianne Grubbs, effective February 8, 2023, Grade 7, Step 1, \$23.16 per hour.

Approve the following training:

- A. Environmental Technician Lukas Olson to attend the Advanced SSTS Design and Inspection course. Total cost \$1,269.
- B. Fraud Investigator Kari Rybak to attend the Minnesota Fraud Investigator's Association 35th Annual Spring Conference. Total cost: \$576.
- C. Social Workers Ashley Gnat, Deanna Williams and Esther Sereti to attend the Minnesota Social Services Association (MSSA) Conference. Total cost: \$1,350.

Motion by Commissioner Ludwig to send a letter of support to the Department of Natural Resources for acquisition of the 160 acres located at 10806 550th St., Rush City. Second by Commissioner Lovgren.

A **motion to amend** was made by Commissioner Waldhalm to remove 160 acres of comparable, tax-forfeited county land and place it for sale, to offset the 160 acres located at 10806 550th Street, Rush City.

Motion to amend died for lack of a second.

Commissioner Lovgren stated the Land Advisory Committee could review that request. Chair Hallan called for a Roll Call vote on the original motion. Motion carried 4-1 with Commissioner Waldhalm opposing.

Motion by Commissioner Ludwig to approve the transfer of Pine County Revolving Loan Fund funds to the Pine County HRA-EDA, in the amount of \$19,099.70. Second by Commissioner Waldhalm. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

Motion by Commissioner Lovgren to approve Resolution 2023-05 adopting the 2023 Aquatic Invasive Species Plan and budget. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

Motion by Commissioner Lovgren to approve Resolution 2023-03 supporting East Central Energy's Broadband Project to provide fiber broadband internet to its service area and provided \$11,000 towards the project from previously identified ARPA funds, and to provide a letter of support for. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

Motion by Commissioner Lovgren to set the following two Special Meeting-Committee of the Whole meetings: (1) March 14, 2023, 9:00 a.m. at the Pine County Courthouse for the purpose of discussing and considering action related to recycling and solid waste management, considering an update on the I-35 Traffic Study and Tribal Economy Business Park and Feasibility Study and other topics that are included on the meeting agenda; (2) April 25, 2023 at 9:00 a.m. at the North Pine Government Center, Sandstone for the purpose of discussing and considering action related to county highways and public works and to conduct a road tour of county highways. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

With no further business, Chair Hallan adjourned the meeting at 11:39 a.m.
The next regular meeting of the county board is scheduled for February 21, 2023 at 10:00 a.m. at the North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota.

Stephen M. Hallan, Chair
Terry Lovgren, Vice 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.

Building Family and Community Resilience in Pine County: A Multi-level approach to mental wellbeing education

Update: February 11, 2023



Pine City School: In August 2022, Briana Matrious, Extension Tribal Facilitator was the keynote speaker for a teacher-staff in-service on mental health and wellbeing, *Connecting through Relationships, Authenticity and Attachment*. About 100 teachers participated in this session. While the in-service focused on the mental wellbeing of teachers and staff, it also took a holistic lens to include ways to support youth and families. One key outcome of this session was developing programming to support youth at Vision school. The long-term plan is to continue professional development with teachers and staff. Due to teacher turnover, Briana is re-connecting with the school to plan future opportunities.

Vision School: The need for this programming was identified through a teacher-service that focused on the mental health and well-being of teachers, staff and students. This program has provided the opportunity to bring students from Vision School together monthly starting in December 2022. Topics discussed have been introduction to Native talking circles, relationship building, emotions and self-regulation skills. Topics for a February session are being planned. For future programming, Extension team connected with Janae Hicks, Pine County Public Health, to identify continued mental health needs for youth.

Wisdom of Trauma Event: On August 25, 2022, Minnesota Extension's American Indian Resource and Resiliency Team hosted a viewing of the "Wisdom of Trauma" documentary in Hinckley. Participants learned how trauma impacts individuals and communities and took part in a series of activities to help support healing. From this event participants shared that they are interested in:

- Working with community to understand trauma and its impact and providing knowledge as it leads to healing
- The connection between trauma and addiction
- Helping K-12 student, MLBO teens specifically, in alternative learning programs.

To learn more about healing and trauma, participants would like to see the community work together in the future to

- Grow life skills
- Build youth leadership
- Engage with schools to making this programming accessible to students and schools
- Address homelessness
- Bring more awareness of local mental health services
- Support community driven healing activities
- Provide more mental health education and healing tools and resources

Community Paint A Long Event: This event was held on Wednesday, October 26 2022 from 5 pm to 7:30 pm at the Hinckley Community Center. A free dinner was included in the free paint a long event. The goal of this event was to bring youth, family, and community together to support mental wellbeing. There were thirty-two participants with ages ranging from teens to senior elders. The event combined mindfulness activities and shared local mental health resources. Participant feedback was positive: *I liked spending time with my family, this was something new for us to do; Wow, even this old elder can paint something pretty with enough instruction.*

Beginning Blanket Making Class: This event took place on Feb. 4th, 2023, at Immersion Grounds in Rutledge. The goal for this event was to bring youth, parents/caregivers, and Elders together. This class was an introduction to making a simple blanket, with the goal that these new skills and interests will be used by participants throughout their lives. In Native American culture, the blanket has many special meanings, and blankets are used in many ceremonies. Being able to make your own blankets allows greater participation in these important and sacred ceremonies. One of the participants cried as she held up her blanket for a photo, saying she wished her mom was here to see her first blanket. The younger participants enjoyed their creative side in making these blankets and seemed to be very proud of what they accomplished. During the blanket making, mental health education and resources were shared. The opioid crisis in Pine County was discussed along with the different ways that the community are working to heal those who are struggling with substance use and mental health.

Resilience Impact Supporting Student Mental Health Conference: This conference was a state-wide virtual conference designed to increase the capacity of educators and all working with students to create healing centered learning communities focused on building supportive systems, addressing equity and inequity in education, and promoting social and emotional well-being. It was attended by 6 staff from Pine County Multi-Disciplinary Team, School Linked MH, CMH workers, Visions School, Pine County Probation, and CP Investigator.

4H Collaboration with MLB Youth Group - meetings with the staff and site observations have happened. 4-H Program Leader and Director of the Meshakwad Center have co-developed a position description. The position description has been shared with colleagues however we have yet to hire staff to support the work at the Center.

Planned Future Events to Date:

Wisdom of Trauma Event in Pine City, February 16,2023

Healing through History- partnership with Pine County Health and Human Services to provide this training to foster families. Healing through History educates non-Native service providers and educators about the history of the area and the country. The goal of the curriculum is to increase service providers' capacity to understand the impact of that history on current conditions and social disparities facing Native families today as well as why Native people may hesitate to trust county or U.S. government representatives, without time to build trust and relationship. Date of event TBD winter/spring 2023



AGENDA REQUEST FORM

Date of Meeting: February 21, 2023

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

Agenda Item: January 2023 Cash Balance

Department: Auditor-Treasurer



Department Head signature

Background information on Item:

January 2023 Cash Balance Report

Action Requested:

None- informational purposes only.

Financial Impact:

N/A

TREASURER'S CASH TRIAL BALANCE COMPARISON

YEAR-TO-YEAR COMPARISON

FUND	January 2022 BALANCE	January 2023 BALANCE	DIFFERENCE
1 - GENERAL	5,880,862.39	6,083,124.36	202,261.97
12 - H&HS	2,157,260.88	2,920,330.50	763,069.62
13 - ROAD & BRIDGE	848,140.85	1,006,479.48	158,338.63
17 - OPIOID SETTLEMENT	0.00	254,694.20	254,694.20
19 - COVID RELIEF	2,524,583.39	3,396,399.06	871,815.67
22 - LAND	2,383,630.51	2,716,411.78	332,781.27
60 - SELF INSURANCE	540,951.03	436,762.97	(104,188.06)
TOTAL (incl non-major funds)	\$15,771,649.14	\$18,638,721.74	\$2,867,072.60

The significant increase in COVID Relief Fund is due to receiving the 2nd tranch of ARPA Funds.

The overall decrease in the self-insurance fund is due very high claims in 2022

MONTH-TO-MONTH COMPARISON

FUND	December 2022 BALANCE	January 2023 BALANCE	DIFFERENCE
1 - GENERAL	7,156,270.64	6,083,124.36	(1,073,146.28)
12 - H&HS	3,345,604.31	2,920,330.50	(425,273.81)
13 - ROAD & BRIDGE	1,475,062.66	1,006,479.48	(468,583.18)
17 - OPIOID SETTLEMENT	246,251.99	254,694.20	8,442.21
19 - COVID RELIEF	4,111,074.59	3,396,399.06	(714,675.53)
22 - LAND	2,802,077.68	2,716,411.78	(85,665.90)
60 - SELF INSURANCE	243,714.61	436,762.97	193,048.36
TOTAL (incl non-major funds)	\$23,465,873.49	\$18,638,721.74	-\$4,827,151.75

Ther overall decreases in in the General, H&HS, & R&B are to be expected as minimal revenues are received in January, while normal expenses continue.

The COVID Relief Fund saw a significant decrease in December due to the transfer of \$621,263 to the gen eral fund as approved by the County Board on 12/17/22 as part of the 2023 budget.

The self-insurance fund saw a rebound in January; however, this is due to the lag in claim payments

***** Pine County *****



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TREASURER'S CASH TRIAL BALANCE

As of 01/2023

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
1 General Revenue Fund	7,128,620.64			
Receipts		96,969.9	96,969.9	
Disbursements		,101,285.2 -	,101,285.2 -	
Payroll		,292,618.07-	,292,618.07-	
Journal Entries		703,869.56	703,869.56	
Settlement		247,567.53	247,567.53	
Fund Total		1,045,496.28-	1,045,496.28-	6,083,124.36
12 Health & Human Services 420 H&HS-Income Maintenance	2,498,667.45			
Receipts		71,533.15	71,533.15	
Disbursements		101,627.49-	101,627.49-	
Payroll		206,178.08-	206,178.08-	
Journal Entries		21,194.32	21,194.32	
Dept Total		215,078.10-	215,078.10-	2,283,589.35
12 Health & Human Services 430 H&HS-Social Services	601,215.04-			
Receipts		251,423.89	251,423.89	
Disbursements		55,246.56-	55,246.56-	
SSIS		153,285.40-	153,285.40-	
Payroll		343,456.83-	343,456.83-	
Journal Entries		45,571.04	45,571.04	
Dept Total		254,993.86-	254,993.86-	856,208.90-
12 Health & Human Services 440 Childrens Collaborative (H&HS)	0.00			
Dept Total		0.00	0.00	0.00
12 Health & Human Services 481 Public Health (H&HS)	1,194,801.71			
Receipts		122,875.15	122,875.15	
Disbursements		28,915.17-	28,915.17-	
Payroll		113,005.35-	113,005.35-	
Journal Entries		2,695.85	2,695.85	

HHS TOTAL:
\$2,920,330.50

***** Pine County *****



TREASURER'S CASH TRIAL BALANCE

As of 01/2023

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Dept Total		16,349.52-	16,349.52-	1,178,452.19
Fund Total	3,092,254.12	486,421.48-	486,421.48-	2,605,832.64
13 Road & Bridge Fund	1,475,062.66			
Receipts		165,450.17	165,450.17	
Disbursements		435,943.27-	435,943.27-	
Payroll		233,488.40-	233,488.40-	
Journal Entries		807.00-	807.00-	
Settlement		36,205.32	36,205.32	
Fund Total		468,583.18-	468,583.18-	1,006,479.48
14 Ditch Maintenance (Sr) Fund	32,422.85			
Fund Total		0.00	0.00	32,422.85
17 Opioid Settlement Funds	246,251.99			
Receipts		8,442.21	8,442.21	
Fund Total		8,442.21	8,442.21	254,694.20
19 COVID-19 Relief Fund	4,111,074.59			
Receipts		10,000.00	10,000.00	
Disbursements		94,416.44-	94,416.44-	
Payroll		9,253.78-	9,253.78-	
Journal Entries		621,005.31-	621,005.31-	
Fund Total		714,675.53-	714,675.53-	3,396,399.06
22 Land Management Fund	2,802,077.68			
Receipts		26,716.15	26,716.15	

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TREASURER'S CASH TRIAL BALANCE

As of 01/2023

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Disbursements		7,098.49-	7,098.49-	
Payroll		15,283.56-	15,283.56-	
Journal Entries		90,000.00-	90,000.00-	
Fund Total		85,665.90-	85,665.90-	2,716,411.78
24 SSTS Upgrades	196,769.72			
Receipts		225,582.00	225,582.00	
Disbursements		83,950.00-	83,950.00-	
Fund Total		141,632.00	141,632.00	338,401.72
29 Children's Collab (H&Hs) Agency Fund	440 218,863.02		Childrens Collaborative (H&HS)	
Disbursements		25,284.72-	25,284.72-	
Journal Entries		40.32	40.32	
Dept Total		25,244.40-	25,244.40-	193,618.62
Fund Total	218,863.02	25,244.40-	25,244.40-	193,618.62
31 GO Capital Improvement-Capital Projects	50,002.07-			
Receipts		50,002.07	50,002.07	
Fund Total		50,002.07	50,002.07	0.00
37 County Railroad Authority	5,055.07			
Fund Total		0.00	0.00	5,055.07
38 Building Fund	225,226.61			
Settlement		469.83	469.83	
Fund Total		469.83	469.83	225,696.44

***** Pine County *****



TREASURER'S CASH TRIAL BALANCE

As of 01/2023

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
39 2015A G.O. Jail Bonds	1,569,069.96			
Disbursements		964,750.00-	964,750.00-	
Settlement		20,748.53	20,748.53	
Fund Total		944,001.47-	944,001.47-	625,068.49
40 2020A G.O. Refunding Courthouse Bonds	1,394,661.00			
Disbursements		879,570.00-	879,570.00-	
Settlement		17,760.75	17,760.75	
Fund Total		861,809.25-	861,809.25-	532,851.75
41 2017A G.O. CIP Bonds	133,749.33			
Disbursements		282,656.25-	282,656.25-	
Settlement		5,919.97	5,919.97	
Fund Total		276,736.28-	276,736.28-	142,986.95-
43 Equipment Fund	52,103.83			
Settlement		482.38	482.38	
Fund Total		482.38	482.38	52,586.21
44 Election Equipment	58,255.02			
Settlement		1,569.82	1,569.82	
Fund Total		1,569.82	1,569.82	59,824.84
60 County Self Insurance	271,214.61			
Receipts		342,389.83	342,389.83	
Disbursements		177,739.80-	177,739.80-	
Journal Entries		898.33	898.33	

***** Pine County *****



TREASURER'S CASH TRIAL BALANCE

As of 01/2023

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Fund Total		165,548.36	165,548.36	436,762.97
76 Group Health Ins Fund 5/1/95 (Gen)	569,429.51-			
Receipts		180,305.23	180,305.23	
Disbursements		195,807.97-	195,807.97-	
Journal Entries		6,504.10	6,504.10	
Fund Total		8,998.64-	8,998.64-	578,428.15-
80 County Collections Agency Fund	23,734.82			
Receipts		7,811.28	7,811.28	
Disbursements		9,904.79-	9,904.79-	
Fund Total		2,093.51-	2,093.51-	21,641.31
82 Taxes And Penalties Agency Fund	903,772.45			
Receipts		385,865.95	385,865.95	
Disbursements		389,662.87-	389,662.87-	
Journal Entries		68,899.16-	68,899.16-	
Settlement		330,724.13-	330,724.13-	
Fund Total		403,420.21-	403,420.21-	500,352.24
84 East Central Drug Task Force Agency Fund	110,427.93			
Receipts		41,605.64	41,605.64	
Fund Total		41,605.64	41,605.64	152,033.57
89 H & Hs Collections Agency Fund		801 Non-Departmental		
	34,637.17			
Receipts		87,132.92	87,132.92	
Disbursements		890.85-	890.85-	

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TREASURER'S CASH TRIAL BALANCE

As of 01/2023

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<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Dept Total		86,242.07	86,242.07	120,879.24
Fund Total	34,637.17	86,242.07	86,242.07	120,879.24
All Funds	23,465,873.49			
Receipts		2,374,105.55	2,374,105.55	
Disbursements		4,834,749.88-	4,834,749.88-	
SSIS		153,285.40-	153,285.40-	
Payroll		2,213,284.07-	2,213,284.07-	
Journal Entries		62.05	62.05	
Total		4,827,151.75-	4,827,151.75-	18,638,721.74




AGENDA REQUEST FORM

Date of Meeting: February 21, 2023

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

Agenda Item: January 2023 Disbursements/Claims Over \$2,000

Department: Auditor-Treasurer



 Department Head signature

Background information on Item:

The attached report shows the totals for all disbursements paid in January 2023 (\$4,988,035.28) by fund. There were 570 total claims, 96 claims that were over \$2,000 to be approved and are individually detailed on the separate listing, and 474 claims under \$2,000 or not needing approval totaling \$800,857.81.

Action Requested:

Consider approving January 2023 disbursements including the individual listing of claims over \$2,000, and 474 claims under \$2,000 or not needing approval totaling of \$800,857.81.

Financial Impact:

N/A

DISBURSEMENTS JOURNAL REPORT G/L Months: 01/2023 - 01/2023

RECAP BY FUND

FUND	AMOUNT	NAME
1	1,101,285.21	GENERAL REVENUE FUND
12	339,074.62	HEALTH & HUMAN SERVICES
13	435,943.27	ROAD & BRIDGE FUND
19	94,416.44	COVID-19 RELIEF FUND
22	7,098.49	LAND MANAGEMENT FUND
24	83,950.00	SSTS UPGRADES
29	25,284.72	CHILDREN'S COLLAB (H&HS) AGENCY FUND
39	964,750.00	2015A G.O. JAIL BONDS
40	879,570.00	2020A G.O. REFUNDING COURTHOUSE BONDS
41	282,656.25	2017A G.O. CIP BONDS
60	177,739.80	COUNTY SELF INSURANCE
76	195,807.97	GROUP HEALTH INS FUND 5/1/95 (GEN)
80	9,904.79	COUNTY COLLECTIONS AGENCY FUND
82	389,662.87	TAXES AND PENALTIES AGENCY FUND
89	890.85	H & HS COLLECTIONS AGENCY FUND
	4,988,035.28	Total Disbursements

RECAP BY TYPE

TYPE	AMOUNT	NAME
1	4,687,771.03	AUD
2	302,438.26	COM
3	2,174.01 -	MVC
	4,988,035.28	Total Disbursements

Fund	Date	Vendor	Amount
General	1/13/2023	Advanced Correctional Healthcare, Inc	30,808.18
General	1/13/2023	AMAZON CAPITAL SERVICES	7,067.76
General	1/27/2023	Mn Counties Intergovernmental Trust	394,204.00
General	1/6/2023	FRANSEN BANK & TRUST	61,427.41
General	1/6/2023	HOUSTON ENGINEERING INC	5,577.00
General	1/6/2023	MINNESOTA POWER	2,047.21
General	1/6/2023	Purchase Power	4,035.00
General	1/13/2023	ALLSTREAM BUSINESS US INC	15,935.88
General	1/13/2023	Cleanitsupply.com-Cardmember Service	2,409.90
General	1/13/2023	CLOQUET RIVERSIDE RECYCLING, INC	6,990.70
General	1/13/2023	COMPUTER INTEGRATION TECHNOLOGIES	3,806.00
General	1/13/2023	DIAMOND DRUGS INC	9,828.30
General	1/13/2023	KRONOS SAASHR INC	2,718.34
General	1/13/2023	MIDWEST MONITORING & SURVEILLANCE	2,040.00
General	1/13/2023	MN COUNTIES COMPUTER COOP	44,559.51
General	1/13/2023	SUMMIT FOOD SERVICE MANAGEMENT LLC	22,179.41
General	1/13/2023	TYLER TECHNOLOGIES INC	22,637.00
General	1/20/2023	Assoc Of Minn Counties	2,046.00
General	1/20/2023	EAST CENTRAL REGIONAL LIBRARY	177,850.50
General	1/20/2023	MINNESOTA ENERGY RESOURCES CORP	12,729.05
General	1/20/2023	MN COUNTIES COMPUTER COOP	15,037.50
General	1/20/2023	Mn County Attorneys Assoc	4,716.00
General	1/20/2023	Pine City Water And Sewer	2,044.69
General	1/20/2023	Pine Co Historical Society	30,000.00
General	1/20/2023	REVIZE LLC	2,075.00
General	1/20/2023	SUMMIT FOOD SERVICE MANAGEMENT LLC	9,549.68
General	1/20/2023	Verizon Wireless	14,460.26
General	1/27/2023	Impact Mailing of Minnesota, Inc	15,210.00
General	1/27/2023	KRONOS SAASHR INC	2,627.84
General	1/27/2023	PREMIER SEALCOATING & SNOW REMOVAL	5,312.50
General	1/27/2023	Purchase Power	4,035.00
HHS	1/6/2023	Assoc Of Minn Counties	10,227.66
HHS	1/6/2023	Childrens Dental Services	2,097.60
HHS	1/6/2023	Pitney Bowes Global Financial Serv	2,408.94
HHS	1/13/2023	East Central Reg Juvenile Center	8,666.00
HHS	1/13/2023	Family Alternatives	8,180.28
HHS	1/13/2023	North Homes Inc	11,248.20
HHS	1/20/2023	Sue's Bus Service Inc	6,996.60
HHS	1/20/2023	Lighthouse Child & Family Services, LLC	6,308.13
HHS	1/20/2023	Mille Lacs Band Family Services	10,866.34
HHS	1/20/2023	Nexus-Kindred Family Healing	8,181.40
HHS	1/20/2023	Solid Oak Financial Services, LLC	4,050.00
HHS	1/20/2023	Village Ranch Residential Facility	6,065.46
HHS	1/27/2023	TRIMIN SYSTEMS INC	2,900.00
HHS	1/27/2023	Anoka Co Juv Ctr Main Res	10,519.97
HHS	1/27/2023	DHS State Operated Services	24,353.60

HHS	1/27/2023	Mn Counties Intergovernmental Trust	46,175.00
R&B	1/27/2023	Mn Counties Intergovernmental Trust	149,861.00
R&B	1/6/2023	Assoc Of Minn Counties	5,198.67
R&B	1/6/2023	BONKS SAND & GRAVEL	6,695.00
R&B	1/6/2023	Cargill, Inc	7,089.85
R&B	1/6/2023	Department Of Natural Resources	14,000.00
R&B	1/6/2023	Mn Depart Of Transportation	2,200.76
R&B	1/13/2023	Askov Deep Rock	14,095.72
R&B	1/13/2023	Cargill, Inc	24,072.13
R&B	1/13/2023	CENTRAL PINE LUMBER CO	5,250.00
R&B	1/13/2023	Chamberlain Oil Co.,Inc	4,299.03
R&B	1/13/2023	Commissioner Of Revenue	3,431.69
R&B	1/13/2023	COMPASS MINERALS AMERICA	15,154.71
R&B	1/13/2023	LITTLE FALLS MACHINE INC	3,525.77
R&B	1/13/2023	MINNESOTA ENERGY RESOURCES CORP	2,673.32
R&B	1/13/2023	NORTHCOUNTRY CHEVROLET BUICK GMC	37,331.40
R&B	1/13/2023	Nuss Truck Group Inc	11,172.91
R&B	1/13/2023	Slims Texaco Service	3,516.20
R&B	1/20/2023	Cargill, Inc	5,943.17
R&B	1/20/2023	COMPASS MINERALS AMERICA	40,188.74
R&B	1/20/2023	HERNESS CONSTRUCTION COMPANY	7,625.00
R&B	1/20/2023	MINNESOTA ENERGY RESOURCES CORP	2,864.48
R&B	1/27/2023	Beaudry Oil & Propane	25,601.24
R&B	1/27/2023	Chamberlain Oil Co.,Inc	2,270.69
R&B	1/27/2023	COMPASS MINERALS AMERICA	6,281.78
R&B	1/27/2023	Emergency Automotive Technologies, Inc	8,443.52
COVID Relief	1/6/2023	Lakes & Pines Comm Act Council	21,217.50
COVID Relief	1/6/2023	LHB INC	6,283.90
COVID Relief	1/27/2023	Stantec Consulting Services Inc	65,800.00
Land	1/27/2023	Mn Counties Intergovernmental Trust	6,251.00
Septic FixUp	1/6/2023	JENSEN BACKHOE LLC	26,200.00
Septic FixUp	1/6/2023	SANDBERG CONSTRUCTION INC	18,700.00
Septic FixUp	1/13/2023	JENSEN BACKHOE LLC	20,000.00
Septic FixUp	1/13/2023	Summerland Excavating, Inc	18,750.00
Jail Bond	1/13/2023	Bond Trust Services Corporation	964,750.00
Courthouse Bond	1/13/2023	Bond Trust Services Corporation	879,570.00
CIP Bond	1/13/2023	Bond Trust Services Corporation	282,656.25
Self-Insurance	1/13/2023	UNITEDHEALTH GROUP	73,538.30
Self-Insurance	1/20/2023	UNITEDHEALTH GROUP	40,508.19
Self-Insurance	1/27/2023	BlueCross BlueShield of Minnesota	29,989.69
Self-Insurance	1/27/2023	UNITEDHEALTH GROUP	33,083.98
Group Insurance	1/6/2023	GUARDIAN	10,180.11
Group Insurance	1/6/2023	MADISON NATIONAL LIFE INS CO INC	4,415.68
Group Insurance	1/6/2023	TEAMSTERS JOINT COUNCIL 32	57,187.00
Group Insurance	1/13/2023	MEDSURETY, LLC	81,894.14
Group Insurance	1/20/2023	BLUE CROSS & BLUE SHIELD OF MINNESOTA	4,865.00
Group Insurance	1/20/2023	MADISON NATIONAL LIFE INS CO INC	9,078.15

Group Insurance	1/20/2023 TEAMSTERS JOINT COUNCIL 32	4,428.00
Group Insurance	1/27/2023 GUARDIAN	9,459.15
Group Insurance	1/27/2023 Mn Life Insurance Company	4,373.85



AGENDA REQUEST FORM

Date of Meeting: February 21, 2023

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

Agenda Item: Applications

Department: Auditor-Treasurer

Kelly M. Shea
Department Head signature

Background information on Item:

Tobacco License Application: Hinckley Tobacco LLC, 107 Grindstone Court, Hinckley, they just recently applied for the 2023 license.

2022 Local Option Disaster Abatement: Cliff Thomas, PID 45.5244.000, 210 Lark St, Sandstone due to a fire May 19, 2021. He was able to reoccupy the home December 19, 2022.

Action Requested:

Acknowledge tobacco license application for Hinckley Tobacco, LLC and approve 2022 location option disaster abatement application for Cliff Thomas, PID 45.5244.000.

PINE COUNTY EXPENSE CLAIM FORM

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

EMPLOYEES NAME: Joshua Mohr

MONTH January 2023

Date	Per Diem	Meals	Lodging	Tuition and or books	Other	Purpose and description of expense	Account #
1/3/2023	\$100					Board meeting, Pine City	
1/17/2022	\$100					Board Meeting, Sandstone	
1/24/2023	\$100					Tech Committee, Virtually	

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

Date	Begin Odometer	End Odometer	Total Miles	Home Odometer	1st Stop Odometer	Last Stop Odometer	Home Odometer	Total Miles	Amount Paid	Destination and purpose of expense
			0						\$ -	
			0						\$ -	
			0						\$ -	
			0						\$ -	
			0						\$ -	
			0						\$ -	
			0						\$ -	
			0					0	\$ -	
TOTAL									\$ -	

Account # 01-005-000-0000-6334

rate 0.655

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

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


Employee Signature

Authorized Signature

Department Head Signature

PINE COUNTY EXPENSE CLAIM FORM

Expenses are to be claimed in accordance with Pine County Personnel Policy on travel and other reimbursements. Original receipts must be attached or the claim will not be reimbursed. There must be the signature of the claimant and the claimant's supervisor or department head indicating the expense was authorized. NO UNAUTHORIZED CLAIM WILL BE REIMBURSED.

TERRY LOVGREN

MONTH: January 2023

Page 1

Vendor#: 30301 Employee#: 155

Date	Per Diem	Meals	Lodging	Parking	Other	Purpose and description of expense	Account #
1.3.23	\$100					County Board	01-005-6111
1.4.23	\$100					Opioid - Kratom	01-005-6111
1.5.23	\$100					Snake River/Bowser & AMC Mental Health	01-005-6111
1.10.23	\$100					Library	01-005-6111
1.10.23	\$100					Mille Lacs State of the Union MLBO State of the Band	01-005-6111
1.11.23	\$100					Blue Zone - Pine Tech	01-005-6111
1.12.23	\$100					SCHSAC & Chemical Coalition	01-005-6111
1.13.23	\$100					CMJTS	01-005-6111
1.17.23	\$100					County Board	01-005-6111
1.18.23	\$100					T&T - NACCo	01-005-6111
1.19.23	\$100					Preparedness for Nuclear and Radiological Attaches/Illness	01-005-6111

	Beginning Odometer	Ending Odometer	Total Miles	Mileage Rate	Amount Paid	Destination and purpose of expense	Account #
1.3.23			28.7	\$0.655	\$18.80	County Board - Pine City	01-005-6334
1.10.23			104.7	\$0.655	\$68.58	Mille Lacs - State of Union MLBO State of the Band	01-005-6334
1.11.23			33.2	\$0.655	\$21.75	Pine Tech - Blue Zone	01-005-6334
1.17.23			25.7	\$0.655	\$16.83	County Board - Sandstone	01-005-6334
1.23.23			44.9	\$0.655	\$29.41	Snake River Mora	01-005-6334
1.25.23			53.6	\$0.655	\$35.11	Willow River - Schools	01-005-6334
1.31.23			95.5	\$0.655	\$62.55	Isanti - Pipeline	01-005-6334
					\$253.03		

YOU MUST FILL IN ODOMETER READINGS. IF ODOMETER READINGS ARE NOT PROVIDED a printout of the start and ending location of each destination and mileage as calculated by such programs as "Map Quest" will be acceptable.

If this expense reimbursement request includes personal automobile mileage my submission affirms that I possess a current valid driver's license and appropriate motor vehicle insurance.

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

Commissioner Signature

Authorized Signature

PINE COUNTY EXPENSE CLAIM FORM

Expenses are to be claimed in accordance with Pine County Personnel Policy on travel and other reimbursements. Original receipts must be attached or the claim will not be reimbursed. There must be the signature of the claimant and the claimant's supervisor or department head indicating the expense was authorized. NO UNAUTHORIZED CLAIM WILL BE REIMBURSED.

TERRY LOVGREN

MONTH: January 2023 Page 2

Vendor#: 30301 Employee#: 155

Date	Per Diem	Meals	Lodging	Parking	Other	Purpose and description of expense	Account #
1.23.23	\$100					Snake River Watershed	01-005-6111
1.24.23	\$100					Childcare	01-005-6111
1.25.23	\$100					Broadband in MN and Schools	01-005-6111
1.31.23	\$100					Pipeline Safety Training	01-005-6111


MILEAGE EXPENSES

Date	Beginning Odometer	Ending Odometer	Total Miles	Mileage Rate	Amount Paid	Destination and purpose of expense	Account #
					\$0.00		

YOU MUST FILL IN ODOMETER READINGS. IF ODOMETER READINGS ARE NOT PROVIDED a printout of the start and ending location of each destination and mileage as calculated by such programs as "Map Quest" will be acceptable.

If this expense reimbursement request includes personal automobile mileage my submission affirms that I possess a current valid driver's license and appropriate motor vehicle insurance.

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



 Commissioner Signature

 Authorized Signature

PINE COUNTY EXPENSE CLAIM FORM

Expenses are to be claimed in accordance with Pine County Personnel Policy on travel and other reimbursements. Original receipts must be attached or the claim will not be reimbursed. There must be the signature of the claimant and the claimant's supervisor or department head indicating the expense was authorized. NO UNAUTHORIZED CLAIM WILL BE REIMBURSED.

MATT LUDWIG

MONTH: January 2023

Vendor#: 31317 Employee#: 5

Date	Per Diem	Meals	Lodging	Parking	Other	Purpose and description of expense	Account #
1/3/2023	\$100					County Board Meeting - Pine City	01-005-6111
1/17/2023	\$100					County Board Meeting - Sandstone	
1-5-2023	100					AMC - PUBLIC SAFETY - HHS - PUBLIC HEALTH - VIRTUAL	
1-9-2023	100					PERSONNEL COMMITTEE - PINE CITY	
1-18-2023	100					ARROWHEAD COUNTIES ASSOCIATION - MEETING (VIRTUAL)	
1-23-2023	100					AMC - COUNTY WORK GROUP - PROBATION - ST. PAUL	
1-25-2023	100					PINE CO. HRA/EDA MEETING - SANDSTONE	
1-26-2023	100					PINE CO. ZONING BOARD - SANDSTONE	

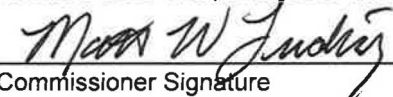
MILEAGE EXPENSES

Date	Beginning Odometer	Ending Odometer	Total Miles	Mileage Rate	Amount Paid	Destination and purpose of expense	Account #
1/3/2023			44	\$0.655	\$28.82	County Board Meeting - Pine City	01-005-6334
1/17/2023				\$0.655		County Board Meeting - Sandstone	
1-9-2023			44	\$0.655	28.82	PERSONNEL COMMITTEE - PINE CITY	
1-23-2023			175	\$0.655	114.63	AMC - COUNTY WORK GROUP - PROBATION - ST. PAUL	
				\$0.655			
				\$0.655			
				\$0.655			
				\$0.655			
				\$0.655			
				\$0.655			
				TOTAL:	172.27		

YOU MUST FILL IN ODOMETER READINGS. IF ODOMETER READINGS ARE NOT PROVIDED a printout of the start and ending location of each destination and mileage as calculated by such programs as "Map Quest" will be acceptable.

If this expense reimbursement request includes personal automobile mileage my submission affirms that I possess a current valid driver's license and appropriate motor vehicle insurance.

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


 Commissioner Signature

 Authorized Signature



AGENDA REQUEST FORM

Date of Meeting: 02/21/2023

- County Board**
 - Consent Agenda
 - Regular Agenda
- Personnel Committee
- Other _____

5 mins. 10 mins. 15 mins. Other

Agenda Item: Approve donation

Department: HHS

Rebecca Foss

Department Head signature

Background information on Item:

The Pine Area Lions have donated \$100 to the Pine County Operation Community Connect, an event that happens annually in Pine County.

Action Requested:

Accept the \$100 donation from the Pine Area Lions for the Pine County Operation Community Connect.

Financial Impact:

This year, Pine County HHS and the United Way of Carlton County will continue to work together to host the annual Operation Community Connect (OCC). However, HHS is taking the lead in the event this year. Any donations/grants for the OCC will be used to pay for advertising, the community meal, and other expenses associated with hosting the event.



AGENDA REQUEST FORM

Date of Meeting: February 21, 2023

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

Agenda Item: Cancellation of 2020 Warrants

Department: Auditor-Treasurer

Kelly M. Shea

Department Head signature

Background information on Item:

A number of warrants have gone uncashed since 2020.

Action Requested:

Approve cancelling warrants on attached listing.

Financial Impact:

None. Funds will be remitted to the Minnesota Department of Commerce Unclaimed property division, except after 90 days the tax and penalty (T&P) warrants will be entered into the tax settlement and apportioned to the appropriate taxing districts.

2020 Outstanding Warrants, Non-Tax & Penalty Fund

Warrant #	Date	Name/Address	Amount	Fund
127266	2/14/2020	Ben Bina 3311 Oakland Ave S Minneapolis, MN 55407	\$40.32	Revenue 01.091.6810
127862	4/3/2020	Kabele Law Firm LLC PO Box 46433 Eden Prairie, MN 55344	\$1,695.00	Revenue 01.013.6264
128562	6/5/2020	Pine City Animal Hospital 917 Main Street S Pine City, MN 55063	\$350.68	Revenue 01.212.6379
129856	9/18/2020	Lindberg Law Office PA 100 Buchanan Street N, Ste 2 Cambridge, MN 55008	\$26.40	Revenue 01.101.5608
130358	10/30/2020	Deputy Registrar - Sandstone 119 4th St Sandstone, MN 55072	\$37.00	R&B 13.340.6319

2020 Outstanding Warrants Taxes & Penalties Fund

Warrant #	Date	Name/Address	Amount
126897	1/10/2020	Scott Donnelly 755 Fairway Dr Boulder City, NV 89005	\$8.59
126988	1/17/2020	John D. Rositzki 10732 Falling Water W, Unit B Woodbury, MN 55129	\$47.18
127170	1/31/2020	Aaron Ferguson Law PLLC 2700 Snelling Ave N. #460 Roseville, MN 55113	\$27.44
127174	1/31/2020	Ryan Smallen 4905 Mayview Rd Minnetonka, MN 55345	\$8.74
128203	5/1/2020	Keith & Renee Carlson 872 Monterey Dr Shoreview, MN 55126	\$15.12
128204	5/1/2020	Cheryl & Joseph Mancusi Renee & Keith Carlson 872 Monterey Dr Shoreview, MN 55126	\$39.91
128512	5/29/2020	Nabils Ashour 574 Prairie Center Dr PO Box 135-226 Eden Prairie, MN 55344	\$240.00
128852	6/19/2020	Xyooj Koom Peev Inc. 2515 White Bear Ave N Maplewood, MN 55109	\$96.00
128945	6/26/2020	Arnold Tabor 10547 Terrace Rd NE Blaine, MN 55434	\$5.86
130470	11/6/2020	Clifford Livingston 5453 24th Ave S Minneapolis, MN 55417	\$5.92
131215	12/31/2020	Andrea Larson 4105 Beard Ave S Minneapolis, MN 55410	\$18.66



AGENDA REQUEST FORM

Date of Meeting: 02/21/2023

- County Board**
 - Consent Agenda
 - Regular Agenda
- Personnel Committee
- Other _____

5 mins. 10 mins. 15 mins. Other

Agenda Item: Contract with Arrowhead

Department: HHS

Rebecca Foss

Department Head signature

Background information on Item:

Historically, HHS has contracted with the Arrowhead Economic Opportunity Agency for volunteer drivers specific to social services transportation (not medical appointments). The attached contract seeks to continue working with Arrowhead for continued access to this service. The contract is for a two-year time frame (1/1/2023 through 12/31/2024). The cost for the use of their volunteer drivers is the IRS mileage rate plus 38 cents per mile for administrative costs. This is the same rate as the previous contract. The County Attorney's Office has reviewed the contract.

Action Requested:

Approve the contract with Arrowhead and authorize the County Board Chairperson and County Administrator to sign.

Financial Impact:

HHS budgets for social services transportation costs in its annual budget. Costs are often reimbursable either in full or partially (dependent on the social services program area).

CONTRACT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND
COMMON CARRIER TRANSPORT PROVIDER
(Arrowhead Economic Opportunity Agency, Inc.)

THIS CONTRACT, by and between the COUNTY OF PINE, 635 Northridge Dr. NW, Ste. 220, Pine City, Minnesota 55063, a political subdivision of the State of Minnesota, ("County"), and Common Carrier Transport Provider, identified as ARROWHEAD ECONOMIC OPPORTUNITY AGENCY, INC., 702 Third Avenue South, Virginia, Minnesota 55792-2797, a Minnesota non-profit corporation ("Agency"), is for the period from January 1, 2023 through December 31, 2024.

WHEREAS, the Agency is duly qualified to provide volunteer transportation services to the citizens of Pine County;

WHEREAS, an Advisory Board representing the consumers of Pine County public transportation services will advise the Agency in operation (within the rules and regulations of the Minnesota Department of Transportation and the Arrowhead Economic Opportunity Agency) with mutual agreement of the Agency and County; and

WHEREAS, the County wishes to enter into an agreement with the Agency to provide social service transportation to Pine County residents whom are eligible for the service.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and County agree as follows:

Article I - Services to be Provided

The Agency will provide transportation services for twenty-four (24) months. The Agency agrees to furnish volunteer drivers with vehicles for persons for whom a request is made by the Pine County Health and Human Services Department.

The volunteer drivers will be recruited and trained by the Agency, will be under control and direction of the Agency, and will be paid solely by the Agency. The Agency agrees that all volunteer drivers recruited by the Agency shall maintain a valid Minnesota driver's license pursuant to Minnesota Statutes Chapter 171 at all times when engaged in the transportation of persons eligible for the program and will have passed a background check.

The County's participation in this program shall be limited to identifying persons eligible for transportation by volunteer drivers, authorizing a destination for such persons, and paying to the Agency such sums as are agreed upon to reimburse Agency for its actual costs paid to volunteer drivers.

Article II - Cost of Services

- A. The County will secure funds from State and Federal sources for 2023 - 2024.
- B. The County agrees to reimburse the Agency at the IRS rate per mile for miles driven while client passengers are in the vehicle plus an administrative rate of 38 cents per mile, traveling to and from social service appointments and will, for expenditures authorized in advance, reimburse to the Agency its documented costs paid to volunteer drivers for meals, parking, overnight lodging and other authorized expenses.

CONTRACT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND
COMMON CARRIER TRANSPORT PROVIDER
(Arrowhead Economic Opportunity Agency, Inc.)
2023 - 2024

Article III - Audit and Record Disclosure

The Agency agrees to maintain accounting records, supported by properly executed invoices, contracts and/or vouchers evidencing in proper detail the nature and property charges in accordance with the rules and regulations of sound auditing procedures. The Agency furthermore agrees to allow personnel of the County, the Minnesota Department of Human Services and the State Auditor's Office access to Agency's books, records, documents and accounting procedures and practices, pertaining to this Contract, at reasonable hours, in order to exercise their right to audit the records and to monitor the services.

The Agency agrees to provide County with a copy of its annual audit within thirty (30) days of the Agency's receipt of said audit.

Article IV - Affirmative Action and Other Requirements

- A. The Agency agrees to comply with the Civil Rights Act of 1964, Title VII (42 USCS 2000e), including Executive Order No. 11246 as amended, Title VI (42 USC 2000d), the Minnesota Human Rights Act, and all applicable federal and state laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services. The Agency shall not discriminate in employment, facilities and in the rendering of purchased services hereunder on the basis of race, color, creed, religion, national origin, sex, marital status, public assistance status, disability, sexual orientation, or age.
- B. The Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794) and all requirements imposed by the applicable HHS regulation (45 CFR Part 84). and all guidelines and interpretations issued pursuant thereto.
- C. The Agency certifies that it meets lawful conditions of the Clean Air Act as required by 45 CFR 228.70 and 74.159(4).
- D. The Agency agrees to comply with Public Law 95-142. the Medicare-Medicaid Antifraud and Abuse Amendments of 1977.

The parties agree to comply in all respects with the Health Insurance Portability and Accountability Act, Public Law, 104-191 (HIPAA) and all rules, regulations and controls affected or promulgated pursuant thereto. The parties agree that as HIPAA and its rules and interpretations become effective, the parties shall take whatever actions are necessary to comply with HIPAA. Should a party fail or refuse to honor its obligations pursuant to this Section, the other party may give written notice of termination of this Agreement. Such notice shall provide for termination of the contract within thirty (30) days of delivery of notice, and shall specify the action(s) which are to be taken by the receiving party to meet HIPAA requirements. The receiving party shall initiate required compliance with HIPAA within the thirty (30) day period in order to avoid termination pursuant to this Section.

CONTRACT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND
COMMON CARRIER TRANSPORT PROVIDER
(Arrowhead Economic Opportunity Agency, Inc.)
2023 - 2024

Article V - Indemnity and Insurance Clause

- A. Indemnity: The Agency agrees to defend, indemnify, and hold the County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the Agency, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Agency or the subcontractors, partners, or independent contractors or any of their agents or employees under the agreement.
- B. Insurance: The Agency agrees that in order to protect itself, as well as the County under the indemnification provision set forth above, the Agency will, at all times during the term of this agreement, have and keep in force:
- a general liability insurance policy in the amount of not less than \$1.5 million per occurrence and \$3 million aggregate (County must be named as an additional insured); and
 - a professional liability insurance policy in the amount of not less than \$1.5 million per occurrence and \$3 million aggregate; and
 - Automobile Liability Insurance:
 - a) \$1,500,000 on a combined single limit basis (County must be named as an additional insured)
 - b) Must cover owned, non-owned and hired vehicles; and
 - worker's compensation in amounts set by applicable state and federal laws

An excess or umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements. In the event of a claim, the Agency is responsible for any deductible.

The Agency must furnish County with an original certificate of insurance as evidence of all required coverage. Provider must provide County with at least 30 days' advance notice of any substantial change to or cancellation of any insurance policies required under the Contract.

Article VI - Conditions of the Parties' Obligations

- A. Any alterations, variations, modifications or waivers of provisions of this Contract shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Contract.
- B. The Agency agrees that in any reports, news releases, public service announcements or publications regarding the Agency's program, the County will be identified as a funding source.
- C. This Contract may be extended for a period of three months, at the option of the County. If the County desires to extend the terms of the contract, it shall notify the Agency in writing at least twenty (20) days before the expiration of the Contract. All terms of this Contract will remain in effect pending execution of an amendment, execution of a new contract or notice of termination as provided herein.

CONTRACT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND
COMMON CARRIER TRANSPORT PROVIDER
(Arrowhead Economic Opportunity Agency, Inc.)
2023 - 2024

Article VII - Independent Contractor

The Agency is an independent contractor and not an employee or agent of County. No statement contained in this Contract shall be construed so as to find the Agency to be an employee or agent of County; and the Agency, its officers, employees, volunteers and agents shall be entitled to none of the rights, privileges or benefits of County employees. Nothing contained herein is intended nor shall be construed as in any manner creating or establishing an employment relationship between the parties or as constituting the Agency, its officers, employees, volunteers or agents as the agent, representative or employee of County for any purpose or in any manner, whatsoever.

Article VIII - Safeguard of Client Information

- A. The use or disclosure by any party of any private information concerning a client, in violation of any rule of confidentiality or for any purpose not directly connected with the administration of County's or the Agency's responsibility with respect to the Purchased Services, is prohibited without the written consent of the client or responsible parent or guardian.
- B. The Agency agrees to comply in all respects with the Minnesota Government Data Practices Act, Minnesota Statutes section 13.46, and the Agency further agrees to comply with any requests of County which are necessitated by County's obligations under said Act. The Agency's Director is responsible for compliance with said Act.
- C. The parties agree to comply in all respects with the Health Insurance Portability and Accountability Act, Public Law. 104-191 (HIPAA) and all rules, regulations and controls affected or promulgated pursuant thereto. The parties agree that as HIPAA and its rules and interpretations become effective, the parties shall take whatever actions are necessary to comply with HIPAA. Should a party fail or refuse to honor its obligations pursuant to this Section, the other party may give written notice of termination of this Contract. Such notice shall provide for termination of the Contract within thirty (30) days of delivery of notice, and shall specify the action(s) which are to be taken by the receiving party to meet HIPAA requirements. The receiving party shall initiate required compliance with HIPAA within the thirty (30) day period in order to avoid termination pursuant to this Section.

Article IX - Cancellation, Default and Remedy

- A. This Contract shall continue in effect until terminated by either party, with or without cause, with thirty (30) days advance, written notice delivered to the other party. Notice to the County shall be served on the Director, Pine County Health and Human Services, 635 Northridge Dr. NW, Ste. 220, Pine City, Minnesota 55063, on behalf of County.
- B. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing. signed by an authorized representative of County, upon resolution of County.

CONTRACT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND
COMMON CARRIER TRANSPORT PROVIDER
(Arrowhead Economic Opportunity Agency, Inc.)
2023 - 2024

Article X - Single Instrument Legality

- A. It is understood and agreed that the entire agreement of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Agency and County, relating to the subject matter hereof.
- B. The provisions of this Contract are severable. If a court of law holds any paragraph, section, subdivision, sentence, clause or phrase of this Contract to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such ruling shall not affect the remaining portions of this Contract. However, upon the occurrence of such event, the parties shall immediately meet to negotiate a revised Contract which does not violate the above-referenced ruling.

CONTRACT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND
COMMON CARRIER TRANSPORT PROVIDER
(Arrowhead Economic Opportunity Agency, Inc.)
2023 - 2024

IN WITNESS WHEREOF, County and Agency agree that this Contract is effective from January 1, 2023 through December 31, 2024.

APPROVED AS TO FORM AND EXECUTION:

Pine County Attorney

Date

County:
Chairperson, Pine County Board of Commissioners

Date

County Administrator

Date

Agency:
Arrowhead Economic Opportunity Agency (AEOA)
Arrowhead Transit

Date



AGENDA REQUEST FORM

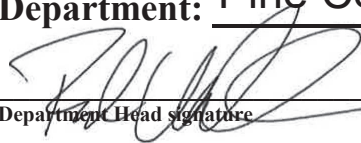
Date of Meeting: February 7, 2023

- County Board**
 - Consent Agenda
 - Regular Agenda
- Personnel Committee
- Other _____

5 mins. 10 mins. 15 mins. Other

Agenda Item: Full Time Corrections Officer to Part Time

Department: Pine County Sheriff's Office - Jail


Department Head signature

Background information on Item:

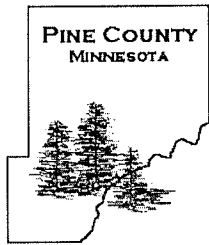
Approve Status change for Corrections Officer, Gillian Kolling from Full-time to part-time effective January 17, 2023

Action Requested:

Acknowledge status change from full-time to part-time

Financial Impact:

None. Position is contained in the 2023 budget and staffing plan.



AGENDA REQUEST FORM

Date of Meeting: February 21st, 2023

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

Agenda Item: Request for Overnight Training

Department: Probation

Department Head signature

Background information on Item:

The Minnesota Association of County Probation Officers will hold their Annual Conference, May 17-19, at Breezy Point Resort in Nisswa.

Action Requested:

Consider authorization of Senior Agent's Michelle Sellner, Jami Tuve Anderson, and Devin Petersen to attend the conference with two night's lodging. Meals are included in the lodging costs.

Financial Impact:

Registration: \$200 for Jami Tuve Anderson (free for Michelle Sellner & Devin Petersen, as they are on the MACPO Executive Board)

Lodging: \$360 Double Occupancy for Jami/Michelle (x2)
\$520 Single Occupancy for Devin

Meals are included. Agents to take county vehicle.

Total= \$1,440. Probation has budgeted for this expense and has funds available in their 2023 training/lodging budget.



AGENDA REQUEST FORM

Date of Meeting: 02/21/2023

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

Agenda Item: Approve conference attendance

Department: HHS

Rebecca Foss

Department Head signature

Background information on Item:

Social Worker Sam Maser and MNChoices Assessor Danielle One have requested to attend the Minnesota Social Services Association (MSSA) Conference from March 15 to March 17 in Minneapolis.

Action Requested:

Approve Social Worker Sam Maser and MNChoices Assessor Danielle One to attend the MSSA Conference from March 15 to March 17 in Minneapolis.

Financial Impact:

Registration: \$264/person (\$528 total)

Meals: \$36/person (\$72 total)

County car will be used

Total: \$600

There are funds in the HHS budget to cover the expenses associated with attendance at the conference.




AGENDA REQUEST FORM

Date of Meeting: February 21, 2023

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

Agenda Item: Petition to Name an Unnamed Lake Public Hearing

Department: Auditor-Treasurer



Department Head signature

Background information on Item:

Rick Bloom has filed a petition with the County Auditor-Treasurer under Minnesota Statutes 83A.05-83A.06 to name a previously unnamed lake in Pine County “Bloom Lake” after the late Walter L. Bloom. The petition is attached along with supplemental information from Mr. Bloom.

Under these applicable statutes, the county board set a public hearing for February 21, 2023 and directed County Auditor-Treasurer to publish the notice of hearing in the newspaper for at least 3 weeks, serve a copy on the commissioner of natural resources and chair of the Nickerson town board and to complete any other related tasks. These tasks have been completed.

According to 83A.06, Subdivision 6 “at the hearing on the petition, the county board shall hear all parties desiring to be heard on the petition and make an order, by resolution, determining the name of the body of water described in the petition. The name determined by the board at the hearing is the legal name of the body of water.”

Action Requested:

- 1.) Presentation by staff regarding the lake name petition
- 2.) County Board questions and discussion
- 3.) Open Public Hearing and take public/petitioner testimony
- 4.) Close Public Hearing
- 5.) County Board additional discussion if necessary
- 6.) Consider Resolution 2023-08 naming said requested body of water “Bloom Lake”.

Financial Impact:

None. The petitioner has borne all the costs associated with this petition.

Pine County Resolution
Naming a Previously Unnamed Waterbody
Resolution No. 2023-08

WHEREAS, the Pine County Auditor-Treasurer received a petition from Rick Bloom to name an unnamed waterbody in accordance with Minnesota Statutes section 83A.05-83A.06;

WHEREAS, the Pine County Auditor-Treasurer verified that at least 15 of the signatures on the petition were legal voters from the county;

WHEREAS, on December 8, 2022 the Pine County Board of Commissioner set a public hearing for February 21, 2023 and directed the Pine County Auditor-Treasurer to publish the notice of the hearing in the newspaper for at least 3 weeks, serve a copy on the Commissioner of Natural Resources and Chair of the Nickerson Town Board and complete any other related tasks;

WHEREAS, the notice of public hearing was published in the February 2, 2023, February 9, 2023 and February 16, 2023 editions of the Pine City Pioneer and the North Pine County News;

WHEREAS, the Commissioner of Natural Resources was served via certified mail received on January 12, 2023;

WHEREAS, the Chair of the Nickerson Town Board was served via Sheriff's Deputy on January 13, 2023;

WHEREAS, on February 21, 2023 a public hearing was held regarding the naming of said body of water;

THEREFORE, BE IT RESOLVED, by the Pine County Board of Commissioners that said body of water located in Section 8 of Nickerson Township as depicted on Exhibit A be named "Bloom Lake" after the late Walter L. Bloom.

PASSED AND APPROVED this 21st day of February, 2023 by the Pine County Board of Commissioners.

Attest:

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

David J. Minke, County Administrator
Clerk to the County Board

EXHIBIT A



PINE COUNTY PERSONNEL COMMITTEE

February 13, 2023 – 9:00 a.m.

**Board Room, Pine City Courthouse
Pine City, Minnesota**

Members present: Commissioner Matt Ludwig and Commissioner Josh Mohr.

Others present: County Administrator David Minke, County Attorney Reese Frederickson, Health & Human Services Director Becky Foss, Auditor-Treasurer Kelly Schroeder, Human Resources Manager Jackie Koivisto

1. Commissioner Ludwig called the meeting to order at 9:00 a.m.
2. **Motion** by Commissioner Mohr to approve the Minutes of the January 9, 2023, Personnel Committee meeting. Second by Commissioner Ludwig. Motion carried 2-0.
3. **Motion** by Commissioner Ludwig to approve the February 13, 2023, agenda. Second by Commissioner Mohr. Motion carried 2-0.
4. Health and Human Services
 - a. Health and Human Services Director Becky Foss announced the resignation of Eligibility Worker Amber Doenz, effective January 27, 2023, and requested approval to backfill the position and subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 6 with a minimum starting wage of \$20.90/hour and is contained in the 2023 Health and Human Services budget.

Motion by Commissioner Ludwig to acknowledge the resignation of Eligibility Worker Amber Doenz, effective January 27, 2023, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 6 with a minimum starting wage of \$20.90/hour and is contained in the 2023 Human Services budget. Second by Commissioner Mohr. Motion carried 2-0.

5. Sheriff's Office
 - a. Human Resources Manager Jackie Koivisto announced the resignation of Deputy Tim Vaagenes, effective January 31, 2023, and requested approval to backfill the position and subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 10 with a minimum starting wage of \$27.19/hour and is contained in the 2023 Sheriff's Office budget.

Motion by Commissioner Ludwig to acknowledge the resignation of Tim Vaagenes, effective January 31, 2023, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 10 with a minimum starting salary of \$27.19/hour and is contained in the 2023 Sheriff's Office budget. Second by Commissioner Mohr. Motion carried 2-0.

6. Auditor-Treasurer

Auditor-Treasurer Kelly Schroeder made the following requests:

 - a. Ratify the termination of part-time probationary Clerk III Emeri Hagfors, effective January 12, 2023, and approve backfill of the position and subsequent vacancies that

may occur due to internal promotion or lateral transfer. The position is a Grade 4 with a minimum starting wage of \$18.60/hour and is contained in the 2023 Auditor-Treasurer budget.

- b. Acknowledge the retirement of Senior Appraiser Jennifer Christensen, effective February 9, 2023, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 9 with a minimum starting wage of \$24.91/hour and is contained in the 2023 Assessor's budget. Jenny has worked for Pine County for over thirty years.

Motion by Commissioner Mohr to:

- a. Ratify the termination of part-time probationary Clerk III Emeri Hagfors, effective January 12, 2023, and approve backfill of the position and subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 4 with a minimum starting wage of \$18.60/hour and is contained in the 2023 Auditor-Treasurer budget.
- b. Acknowledge the retirement of Senior Appraiser Jennifer Christensen, effective February 9, 2023, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 9 with a minimum starting wage of \$24.91/hour and is contained in the 2023 Assessor's budget.

Second by Commissioner Mohr. Motion carried 2-0.

7. Personnel Policy Updates

The committee reviewed the following county policies and made recommendation for changes:

- a. Section 12.7 Meal Reimbursements
 - Increase the daily meal reimbursement allowance as follows: Breakfast \$7.00 to \$13.00; Lunch \$12.00 to \$17.00 and Dinner \$15.00 to \$21.00.
- b. Section 31 Media Policy
 - Update the policy to add all department heads and designee as media contacts.

Motion by Commissioner Ludwig to recommend:

- a. amending section 12.7.1 of the county policy to set the maximum meal reimbursement rates as breakfast, \$13.00; lunch, \$17.00; dinner, \$21.
- b. update Section 31 media policy by adding clarifying purpose and policy language and adding department heads and designee as media contacts.

Second by Commissioner Mohr. Motion carried 2-0.

8. Administration

Discussion was held regarding the newly designated state holiday – Juneteenth. The law is effective August 1, 2023 making June 19, 2024 the first Juneteenth holiday. After August 1, 2023, the county can amend the policy manual to include the new holiday and negotiate updated labor contract language to recognize the Holiday.

9. With no further business, the meeting was adjourned at 9:17 a.m.

12.7 Meal Reimbursement

- 12.7.1 Meals are reimbursed at actual expense or a maximum of \$51.00~~34.00~~ per day, whichever is less. Breakfast shall be reimbursed at no more than ~~\$7.00~~13.00, lunch ~~\$17.00~~12.00, dinner ~~\$21.00~~15.00. Actual expense includes applicable taxes and tips. Employees requesting meal reimbursement must circle/highlight date and amount claimed on the receipt, which is to be attached to an expense voucher.
- 12.7.2 Meal expenses may be claimed for breakfast only if preceded by an overnight stay or if travel must begin prior to 6:00 a.m. Dinner expenses may be claimed only if travel for the meeting or conference must commence prior to the end of the normal work day or meetings which start during the normal work hours and conclude after 6:30 p.m.
- 12.7.3 Meal expenses incurred while performing the duties of one's position are not reimbursed unless the employee is outside the boundaries of Pine County.
- 12.7.4 If meals are included in the registration or tuition fees, they will be paid as part of the registration fees. Additional charges for meals included in the registration shall not be allowed.
- 12.7.5 Expenses for alcoholic beverages shall not be reimbursable.
- 12.7.6 Lunch expense shall be reimbursable if the training, conference, or meeting, is outside the county and there is no provision for meals in the registration or tuition and the training, conference, or meeting is an all-day event (i.e. 8:00 a.m. to 4:30 p.m.).

31. Media Requests

31.1 Purpose: [To ensure accurate and timely response to media requests.](#)

~~All county employees have a responsibility to help communicate accurate and timely information to the public in a professional manner.~~

31.2 Policy: The county has designated [the following](#) media contacts. ~~The contacts are:~~

County Auditor – Treasurer or designee

County Attorney or designee

County Sheriff or designee

County Commissioner

County Administrator or designee

[County Highway Engineer/Public Works Director or designee](#)

[County Health and Human Services Director or designee](#)

[County Probation Director or designee](#)

~~All county employees have a responsibility to help communicate accurate and timely information to the public in a professional manner.~~

Except for routine events and basic information readily available to the public, all requests for interviews or information from the media should be routed through the appropriate media contact.

31.3 Procedure: No county employee is authorized to speak on behalf of the county unless the person is a designated media contact or the person's designee. Media requests include anything intended to be published or viewable to others in some form such as television, radio, newspapers, newsletters, social media postings, blogs, and websites. When responding to media requests, employees should follow these steps:

- A. If the request is for routine information or information generally available to the public, and the employee knows the information, the employee should give the information to the requestor. These routine requests include information such as county board meeting times/locations, addresses to county facilities, information posted on the county web site and similar readily available public information.
- B. If the request is for information other than routine information such as: information about county policy, personnel matters, potential litigation, an opinion on a county matter, etc. the request should be forwarded to the most appropriate media contact. If the employee is uncertain as to the most appropriate media contact, the request should be forwarded to the county administrator.

When responding to a non-routine request the employee should inform the media representative that they are unable to respond to the request and they will forward the request to the appropriate county media representative. The employee should then get basic information from the media requestor including: name, questions/topic of interest, deadline,

and contact information. This information can then be forwarded to the appropriate media contact.

When communicating on behalf of the county, employees acting as media representatives should be clear that they are acting on behalf of the county and not share personal opinions.

Approved 11/21/17

[Revised 2/21/23](#)




AGENDA REQUEST FORM

Date of Meeting: February 21, 2023

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

Agenda Item: Senior Property Appraiser

Department: Auditor-Treasurer



 Department Head signature

Background information on Item:

The Senior Property Appraiser position was vacated effective February 9, 2023. This position is important to be filled as while this position serves as a regular property appraiser, it also works with the local assessors in reviewing their work, providing feedback to them, and being the point-of-contact for them, is the designated trainer for all new appraisers, and attends the local boards of review when the County Assessor or Deputy Assessor are unavailable.

Action Requested:

Consider authorizing the promotion of a current staff appraiser to the position of Senior Property Appraiser effective February 22, 2023 and authorize the backfill of the position and any subsequent vacancies that may occur due to the internal promotion or lateral transfer. The position is a Grade 9 in the AFSCME Courthouse Unit with a wage range of \$24.91-\$32.36/hour. The internal candidate that is promoted will be placed on the nearest step to their current salary plus one additional step per the contract.

The name will be supplied as an addition to the agenda.

Financial Impact:

The position is included in the 2023 Assessor's office budget.



AGENDA REQUEST FORM

Date of Meeting: February 21, 2023

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

Agenda Item: Clerk III – Auditor’s Office

Department: Auditor-Treasurer



 Department Head signature

Background information on Item:

Interviews of four candidates for the part-time Clerk III position in the Auditor’s office were conducted on January 31 & February 2, 2023 by a panel of County Auditor-Treasurer, Kelly Schroeder, Chief Deputy Auditor-Treasurer Melissa Berg and Human Resources Manager Jackie Koivisto.

Action Requested:

Consider affirming the hire of Sully Lucht for the part-time (22.5 hours/week) Clerk III position in the Auditor’s office effective February 21, 2023. The position is a Grade 4 in the AFSCME Courthouse Unit with a starting wage of \$18.60/hour (2023).

Financial Impact:

The position is within the 2023 budget.



AGENDA REQUEST FORM

Date of Meeting: February 21, 2023

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

Agenda Item: Federal Funding Agreement w/MnDOT

Department: Public Works


Department Head signature

Background information on Item:

Updated Agency Agreement and corresponding Resolution with MnDOT to allow Pine County to receive Federal transportation funding.

Action Requested:

Approve agreement and pass Resolution

Financial Impact:

Federal funds being received on several construction projects in 2024-2027



STATE OF MINNESOTA
AGENCY AGREEMENT
 for
FEDERAL PARTICIPATION IN CONSTRUCTION

This Agreement is entered into by and between Pine County ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and
2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
 - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
 - 2.2. This project is for construction, not research and development.
 - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. **Term of Agreement; Prior Agreement**
 - 1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.
 - 1.2. **Prior Agreement.** This Agreement supersedes the prior agreement between the parties, MnDOT Contract Number 1030058.
2. **Local Government's Duties**
 - 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.
 - 2.2. **Staffing.**
 - 2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This

- written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).
- 2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
- 2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.
- 2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.
- 2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.
- 2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.
- 2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.
- 2.3.6. The Local Government will receive and open bids.
- 2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
- 2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.
- 2.4. **Contract Administration.**
- 2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable

federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

- 2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. Limitations.

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate

for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed after the end date will be eligible for federal funding.** Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

- 5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
 - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
 - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further

agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.

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

7. **Authorized Representatives**

7.1. MnDOT's Authorized Representative is:

Name: Kristine Elwood, or her successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Kristine.elwood@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2. The Local Government's Authorized Representative is:

Name: Mark LeBrun or their successor.

Title: Pine County Engineer

Phone: 320-216-4203

Email: mark.lebrun@co.pine.mn.us

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

8. **Assignment Amendments, Waiver, and Agreement Complete**

8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

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

8.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.

8.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the

Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

- 8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this 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. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

12. **Workers Compensation.** The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will

not be considered MnDOT 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 MnDOT's obligation or responsibility.

- 13. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14. Termination; Suspension**
- 14.1. Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.
- 14.3. Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
- 14.3.1.** It does not obtain funding from the Minnesota Legislature; or
- 14.3.2.** 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 Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
- 15. Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, 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 Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
- 16. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

17. Discrimination Prohibited by Minnesota Statutes §181.59. The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18. Federal Contract Clauses

- 18.1. Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.
- 18.1.1.** Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 18.1.2.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.1.3.** Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 18.1.4.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 18.1.10. Local Government will comply with 2 CFR § 200.323.
- 18.1.11. Local Government will comply with 2 CFR § 200.216.
- 18.1.12. Local Government will comply with 2 CFR § 200.322.
- 18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docid=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

- 18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.
- 18.5. **Federal Funding Accountability and Transparency Act (FFATA)**
 - 18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.
 - a. Reporting of Total Compensation of the Local Government's Executives.
 - b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.
- 18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

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Pine County

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

RESOLUTION FOR AGENCY AGREEMENT
Resolution 2023-10

BE IT RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of Pine County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

Vice

BE IT FURTHER RESOLVED, the County Board ^{Vice}Chair and the County Administrator are hereby authorized and directed for and on behalf of Pine County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1052173", a copy of which said agreement was before the County Board and which is made a part hereof by reference.

CERTIFICATION

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

David J. Minke
County Administrator

STATE OF MINNESOTA)

ss.

County of Pine)

I, David J. Minke, County Administrator of Pine County, Minnesota, hereby certify that I have compared the foregoing copy of a resolution of the County Board of said County with the original record thereof in the minutes of the proceedings of said Board at a meeting duly held the 21st day of February, and that same is a true and correct copy of said original record and that said resolution was duly adopted by said Board at said meeting.

Witness my hand and seal this 23rd day of February, 2023

(SEAL)

David J. Minke, County Administrator



AGENDA REQUEST FORM

Date of Meeting: February 21, 2023

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

Agenda Item: Resolution to Advance State Aid

Department: Public Works

Department Head signature

Background information on Item:

Due to inflationary costs, additional construction funds are needed to keep the 2023 construction projects on schedule. The Resolution allows for \$2,575,143 to be advanced from the 2024 State Aid Construction Account. Do not foresee the need to advance funds in 2024 due to additional Federal funding.

Action Requested:

Pass Resolution

Financial Impact:

Reduces available State Aid funds in 2024.

County State Aid Highway Funds Advance Resolution

Resolution 2023-11

WHEREAS, the County of PINE is planning to implement County State Aid Street Project(s) in 2023 which will require State Aid funds in excess of those available in its State Aid Regular Construction Account, and

WHEREAS, said County is prepared to proceed with the construction of said project(s) through the use of an advance from the County State Aid Construction Fund to supplement the available funds in their State Aid Regular Construction Account, and

WHEREAS, the advance is based on the following determination of estimated expenditures:

Account Balance as of date February 8, 2023		\$ <u>1,924,857</u>
Less estimated disbursements:		
Project # <u>058-609-017</u>	\$ <u>2,400,000</u>	
Project # <u>058-617-019</u>	\$ <u>600,000</u>	
Project # <u>058-618-008</u>	\$ <u>1,500,000</u>	
Project # _____	\$ _____	
Bond Principle (if any)	\$ _____	
Project Finals (overruns-if any)	\$ _____	
Other _____	\$ _____	
Total Estimated Disbursements		\$ <u>4,500,000</u>
Advance Amount (amount in excess of acct balance)		\$ <u>-2,575,143</u>

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.08, Subd. 5 & 7 and Minnesota Rules, Chapter 8820, and

WHEREAS, the County acknowledges advance funds are released on a first-come-first-serve basis and this resolution does not guarantee the availability of funds.

NOW, THEREFORE, Be It Resolved: That the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved County State Aid Highway Project(s) of the County of PINE in an amount up to \$ 2,575,143 in accordance with Minnesota Rules 8820.1500, Subp. 9. I hereby authorize repayments from subsequent accruals to the Regular/Municipal Construction Account of said County from future year allocations until fully repaid.

I, David J. Minke, duly appointed and qualified Administrator in and for the County of Pine, do hereby certify that the above is a true and full copy of a resolution duly adopted by the County Board of PINE County, State of Minnesota, assembled in regular/special session on the 21st day of February 2023.

County of Pine

David J. Minke, County Administrator

Stephen M. Hallan, County Board Chairman
Terry Lovgren, County Board Vice Chair



COUNTY BOARD AGENDA REQUEST

Date of Meeting: February 21, 2023

Consent Agenda Regular Agenda

Item Title: Savage Communications, Inc. Broadband Project

Department: Administration/Economic Development

Department Head signature

Background information on Item:

Savage Communications, Inc. (SCI Broadband) is applying to the 2023 Minnesota Border-to-Border Broadband Development Program to serve portions of six townships in Pine County which are unserved or underserved with high-speed and affordable fiber broadband internet. SCI Broadband did not receive a Border-to-Border grant in 2022 for their project in Pine County, so they are requesting support from Pine County for this application.

Action Requested:

Consider approval of Resolution 2023-09 supporting Savage Communications, Inc.'s Broadband Project to provide fiber broadband internet to its service area and provide \$75,000 towards the project from previously identified ARPA funds. Authorize Board Chair/Vice Chair and County Administrator to sign.

Resolution 2023-09

Of the Pine County Board of Commissioners

**A Resolution of Support for Savage Communications, Inc. (SCI Broadband)
Border-to-Border Grant Application and Project**

WHEREAS, the mission of SCI Broadband is to provide high-speed efficient and affordable fiber broadband internet to homes and businesses in its service area to foster community vitality, affordable and quality healthcare, equitable education, a strong economy and efficient government; and

WHEREAS, SCI Broadband is applying to the 2023 Minnesota Border-to-Border Broadband Development Grant Program to service portions of six townships of Hinckley, Partridge, Finlayson, Pine Lake, Kettle River, and Norman; and

WHEREAS, the Border-to-Border Broadband Development Grant Program is intended to fund the expansion of broadband service to areas of Minnesota that are unserved or underserved and the areas identified are unserved or underserved.

NOW, THEREFORE, BE IT RESOLVED, the Pine County Board of Commissioners endorses SCI Broadband’s Broadband Project to provide fiber broadband internet to its service area; and

BE IT FURTHER RESOLVED, Pine County commits \$75,000 for the Pine County portion of the 2023 Minnesota Border-to-Border Broadband Development Grant Program. Such funds to come from the previously allocated American Rescue Plan Act (ARPA) funds.

Approved this 21st day of February, 2023, Pine County, Minnesota.

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

David J. Minke, Administrator
Clerk to Board of Commissioners