AGENDA

PINE COUNTY BOARD REGULAR MEETING

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

Tuesday, November 7, 2017, 10:00 a.m.
Pine County History Museum
6333 H C Andersen Alley, Askov, Minnesota

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 October 17, 2017 County Board Meeting and Summary for publication.
F) Approve Minutes of October 24, 2017 Special Meeting-Committee of the Whole meeting (Budget and Land Services Discussion)
G) Approve Minutes of October 24, 2017 Special Meeting-Committee of the Whole meeting (Local Government Officials)
H) Minutes of Boards, Reports and Correspondence
   Pine County Chemical Health Coalition Minutes – October 9, 2017
I) 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. **October, 2017 Disbursements**

2. **Applications for Local-Option Disaster Abatement**
   Consider Application for Local-Option Disaster Abatement for James & Corinne Wentzlaff, 11133 Elm Circle, Pine City, PID 28.0827.000, pay 2016.
3. **Law Enforcement Contract with City of Sandstone**
Consider approval of a three-year (2018-2020) Law Enforcement Contract with the City of Sandstone. The City of Sandstone is contracting for a 10-hour per day, 5-day-per-week contract. The contract rates are as follows: 2018: $50.88 per hour; 2019: $53.42 per hour; and 2020: $56.09. Authorize Board Chair, County Administrator and County Sheriff to sign.

4. **Sophie’s Manor Contract**
Consider approval of Sophie’s Manor Contract with Pine County Public Health to provide immunization services to employees of Sophie’s Manor (Mantoux - $25 per employee; Hepatitis B - $55 per vaccine). Authorize Board Chair, County Administrator, and Community Health Administrator to sign.

5. **Jennifer White Contract for Clinical Supervision Services**
Consider approval of the Agreement Between Pine County Health & Human Services and Jennifer White for Clinical Supervision Services. The cost is $120 per hour for a maximum of two hours per month. Authorize Board Chair, County Administrator, and Director of Health & Human Services to sign.

6. **Training**
Consider Public Health Nurse Dawn Moffett to attend the Health Families America (HFA) Parent Survey Training, December 11-14, 2017, West St. Paul. Registration $0, Meals: $136; Accommodations approx. $509. Total cost: approx. $645. Training costs will be covered by the home visiting funds the county will receive in November, 2017.

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**REGULAR AGENDA**

1. **Public Hearing on County Fees – at 10:00 a.m. or as soon thereafter as practicable**
   A. Presentation of Fee Schedule for Pine County Sheriff’s Office Civil Process & Records Division
   B. County Board questions and discussion
   C. Open Public Hearing and take public testimony
   D. Close Public Hearing
   E. County Board additional discussion if necessary
   F. Consider approval of proposed fee schedule for the Pine County Sheriff’s Office Civil Process & Records Division.

2. **Public Hearing for Shoreland Ordinance Amendment - at 10:00 a.m. or as soon thereafter as practicable**
   A. Presentation of the Ordinance
   B. County Board questions and discussion
   C. Open Public Hearing and take public testimony
   D. Close Public Hearing
   E. County Board additional discussion if necessary
   F. Consider adoption of Ordinance 2017-06 amending the Pine County Shoreland Management Ordinance, the Pine County Subdivision and Platting Ordinance, and the Pine County Subsurface Sewage Treatment Systems Ordinance.

3. **Facilities Committee Report**
The Pine County Facilities Committee met October 31, 2017 and made the following recommendations (Minutes attached):
   A. Approve Memorandum of Agreement Between East Central Schools ISD #2580 and Pine County (John Wright Building in Sandstone)
4. **Negotiations Committee Report**  
The Pine County Negotiations Committee met October 25, 2017 and made the following recommendations (Minutes attached):

A. Delegate to the County Administrator the authority to enter into a Memorandum of Agreement Between the County of Pine and AFSCME MN COUNCIL 65, Local #1647 representing the Courthouse Unit, Human Services Unit, Highway Maintenance Unit and Sheriff’s Administrative Support Unit relating to health insurance contributions for 2018, 2019 and 2020.

B. Delegate to the County Administrator the authority to enter into a memorandum of Agreement for health insurance on the same terms with any other bargaining unit with a contract expiring at the end of 2017.

C. Delegate to the County Administrator the Authority to enter into a Memorandum of Agreement Between the County of Pine and AFSCME MN COUNCIL 65, Local #1647 representing the Courthouse Unit, Human Services Unit, Highway Maintenance Unit and Sheriff’s Administrative Support Unit relating to the bidding out of dental and vision insurance in 2019.

5. **Courthouse Security Grant Approval**  
Approve the Safe and Secure Courthouse Initiative Grant Agreement with the State of Minnesota and authorize the Board Chair and County Administrator to sign.

6. **Commissioner Updates**  
Mental Health Forum  
Arrowhead Counties Association  
Snake River Watershed  
East Central Solid Waste Commission  
Negotiations  
NLX  
Northeast Emergency Communications Board  
Soil & Water Conservation District  
Other

7. **Other**

8. **Upcoming Meetings (Subject to Change)**
   a. **Pine County Board Meeting**, Tuesday, November 7, 2017, 10:00 a.m., Pine County History Museum, 6333 H C Anderson Alle, Askov, Minnesota.
   b. **East Central Solid Waste Commission (ECSWC)**, Monday, November 13, 2017, 9:00 a.m., 1756 180th St., Mora, Minnesota.
   c. **East Central Regional Library**, Monday, November 13, 2017, 9:30 a.m., 244 South Birch Street, Cambridge, Minnesota.
   d. **Pine County Chemical Health Coalition**, Monday, November 13, 2017, 3:00 p.m., Hinckley-Finlayson High School, Hinckley, Minnesota.
   e. **Personnel Committee**, Tuesday, November 14, 2017, 9:00 a.m., Commissioners’ Conference Room, Courthouse, Pine City, Minnesota.
   f. **NLX**, Wednesday, November 15, 2017, 10:00 a.m., Board Room, Courthouse, Pine City, Minnesota.
   g. **Negotiations**, Wednesday, November 15, 2017, 10:30 a.m., Pine City City Council Chambers, Pine Government Center, Pine City, Minnesota.
   h. **Arrowhead Counties Association**, Wednesday, November 15, 2017, 6:00 p.m., Hampton Inn, Duluth, Minnesota.
i. Pine County Transit Advisory Meeting, (tentative) Thursday, November 16, 2017, 9:00 a.m., Commissioner Conference Room, Courthouse, Pine City, Minnesota.

j. Extension Committee, Thursday, November 16, 2017, 3:00 p.m., Pine County History Museum, 6333 H C Andersen Alle, Askov, Minnesota.

k. CANCELLED: Rush Line Task Force, Thursday, November 16, 2017

l. Lakes & Pines Community Action Council, Monday, November 20, 2017, 10:00 a.m., 1700 Maple Avenue East, Mora, Minnesota.

m. Health & Human Services Committee (rescheduled from 12/5/17), Tuesday, November 21, 2017, Board Room, Courthouse, Pine City, Minnesota.

n. Pine County Board Meeting, Tuesday, November 21, 2017, 10:00 a.m., Board Room, Courthouse, Pine City, Minnesota.

9. Adjourn
MINUTES
OF THE
PINE COUNTY BOARD MEETING
Regular Meeting
Tuesday, October 17, 2017 - 10:00 a.m.
Board Room, Pine County Courthouse, Pine City, Minnesota

Chair Ludwig called the meeting to order at 10:00 a.m. Present were Commissioners Steve Hallan, Josh Mohr, Steve Chaffee and John Mikrot, Jr. Also present were County Attorney Reese Frederickson and County Administrator David Minke.

The Pledge of Allegiance was said.

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

Chair Ludwig requested the following revisions to the Agenda:
1. Additional Information: Regular Agenda Item 1
   Public comment related to mini truck public hearing
2. Addition: Regular Agenda Item 4A
   Acknowledge and accept a $25,000 donation from the Mille Lacs Band of Ojibwe Foundation to Pine County for one-half funding of the Community Coach position. The County will provide an equal amount for a total amount of $50,000.

Commissioner Mohr moved to approve the amended Agenda. Second by Commissioner Chaffee. Motion carried 5-0.

Commissioner Chaffee moved to approve the Minutes of the October 3, 2017 board meeting and Summary for publication. Second by Commissioner Mikrot. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence
Pine County HRA Senior Housing Regular Meeting Minutes – August 23, 2017
East Central Regional Library Minutes – September 11, 2017
Commissioner Mikrot moved to acknowledge the Minutes of Boards, Reports and Correspondence. Second by Commissioner Hallan. Motion carried 5-0.

Commissioner Chaffee moved to approve the Consent Agenda. Second by Commissioner Ludwig. Motion carried 5-0.

CONSENT AGENDA

1. Approve September, 2017 Cash Balance

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2. **Law Enforcement Contract with City of Hinckley**
   Approve a three-year (2018-2020) Law Enforcement Contract with the City of Hinckley - 10-hour per day, 7-day-per-week contract. The contract rates are as follows: 2018: $50.88 per hour; 2019: $53.42 per hour; and 2020: $56.09. Authorize Board Chair, County Administrator, and County Sheriff to sign.

3. **Minnesota Internet Crimes Against Children Task Force Joint Powers Agreement**
   Approve the Minnesota Internet Crimes Against Children Task Force Multi-Agency Law Enforcement Joint Powers Agreement. This agreement will allow for reimbursement for training and overtime for the sheriff’s office. Authorize Board Chair, County Administrator and County Sheriff to sign.

4. **New Hire**
   Approve the hiring of Eligibility Worker Janessa Berberich, effective November 6, 2017, Grade 6 (step 2, B23), $16.78 per hour.

5. **Personnel (Permanent Status/Completion of Probationary Period)**

6. **Training**
   A. Approve Support Enforcement Aide Trysten Williamson and Office Support Specialist Julia Larson to attend required training, Case Management and Financial Basics, October 24-26, 2017 in St. Paul. Registration: $0; Meals: approx. $60; Accommodations: $288; Mileage: county car will be used. Total cost: approx. $348.
   B. Approve State Health Improvement Partnership (SHIP) Coordinator Hailey Freedlund to attend the Food Access Summit, October 24-28, 2017, in Duluth. No cost to attend this training as Pine County Public Health is part of a four-county collaborative for the SHIP, with Kanabec County being the fiscal host. Kanabec County has included this conference into the SHIP budget when writing the grant.

**REGULAR AGENDA**

1. **Public Hearing – Mini Truck Public Hearing**
   County Sheriff Jeff Nelson stated the permitting process for mini trucks varies throughout the counties in the state. Sheriff Nelson requested the mini truck ordinance, as currently drafted, be modified to reflect that the Sheriff’s Office will issue the permit number to the owner of the mini truck and it will be the owner’s responsibility to provide the permit number stickers for placement on the mini trucks.

   The county board discussed license plate/permit location, owner’s responsibility to obtain the permit number stickers, and the duration and cost of the permit.

   Chair Ludwig opened the public hearing at 10:09 a.m.

   Mini truck owner Dennis Mulvaney stated he has owned a mini truck for 10 years and it has continuously been licensed by the State of Minnesota as a Class II ATV.

   County Engineer Mark LeBrun stated the proposed ordinance would allow mini trucks to be operated on county roads only, not township or city. LeBrun inquired if consideration should be given to a change in legislation for operation on all roads and waters within the state of...
Minnesota. Commissioner Hallan stated this could be brought to the attention of the Association of Minnesota Counties (AMC). Commissioner Hallan indicated he would like additional information from the AMC and the DNR on mini truck operation and licensure. Commissioner Mohr stated he would like to proceed with the permitting of the mini trucks now as waiting for a change in legislation will take too long. The board discussed continuing the public hearing for 60 days to allow the receipt of additional information.

**Motion** by Commissioner Chaffee to continue the mini truck public hearing to the regular board meeting at 10:00 a.m. on December 19, 2017 at the Courthouse in Pine City. Second by Commissioner Hallan. Motion carried 5-0.

2. **Introduction of New Employee**
   Human Resources Manager Jackie Koivisto introduced Human Resources Generalist Jennifer Frederickson.

3. **Personnel Committee Report**
   Pine County Personnel Committee met October 10, 2017 and made the following recommendations:

   **HHS**
   A. Acknowledge the termination of probationary Account Technician Zachary Doherty, effective September 18, 2017.
   B. Authorize a supervisor change and corresponding job description modification for Welfare Fraud Investigator Kari Rybak.

   **Auditor/Land**
   Authorize the regrade of Clerk III Janice Johnston’s position from Grade 4 to Grade 5.

   **Sheriff’s Office**
   Acknowledge the resignation of part-time Corrections Officer Cara Johnson, effective September 28, 2017, and authorize backfill of this position.

   Commissioner Chaffee stated the change in the supervisor for the Welfare Fraud Investigator position from the Financial Assistance Supervisor to the Child Support Supervisor will create a more reasonable supervisor-to-staff ratio.

   The regrade for the Clerk III position in the Auditor/Land department reflects the clerk’s payroll backup duties that are captured in the job description but not measured through our Systematic Analysis and Factor Evaluation (SAFE) System. Pay for this position is set through collective bargaining so will not change as part of this regrade.

   **Motion** by Commissioner Chaffee to approve the recommendations of the Personnel Committee. Second by Commissioner Ludwig. Motion carried 5-0.

4. **Facilities Committee Report**
   The Pine County Facilities Committee met October 11, 2017. Commissioner Mohr stated Architect Richard Fischer was present and reviewed the schematic drawing of the new Health & Human Services building in Sandstone. Commissioners and staff discussed the proposed building and options including consideration of a partial basement for mechanical and storage, better integration of the reception space/veterans’ space, addition of a unisex restroom and lactation room in the public area, and movement of one of the conference rooms to the public space.

   The architect will incorporate the feedback and circulate another schematic for consideration.

   Lead Maintenance Supervisor Pete Umbreit provided an update on the quotes received for the HVAC units at the Pine Government Center for split units and rooftop units. After discussion, the committee requested additional quotes and clarification for the rooftop units.
The City of Pine City is accepting proposals for architectural services for remodeling of its space at its current location or the construction of a new city hall building.

The John Wright building in Sandstone should be available for sale in January, 2019.

4A. **Mille Lacs Band of Ojibwe Donation**
Probation Director Terry Fawcett stated the Mille Lacs Band of Ojibwe has donated $25,000 to Pine County for funding of a one-half Community Coach position. The County will provide an equal amount for a total amount of $50,000. This would fund the Community Coach position for a one-year period.
**Motion** by Commissioner Hallan to acknowledge and accept a $25,000 donation from the Mille Lacs Band of Ojibwe for funding a one-half of the Community Coach position. Second by Commissioner Ludwig. Motion carried 5-0.

5. **Law Enforcement Mutual Aid Agreement**
Sheriff Jeff Nelson stated the original Mutual Aid Agreement has not been updated for many years and requested the board to approve a Law Enforcement Mutual Aid Agreement for the second district sheriff’s office which includes Koochiching, St. Louis, Lake, Cook, Itasca, Cass, Crow Wing, Aitkin, Carlton, Morrison, Mille Lacs, Kanabec, Pine and Isanti counties.
**Motion** by Commissioner Ludwig to approve the Law Enforcement Mutual Aid Agreement and authorize the Board Chair and County Administrator to sign. Second by Commissioner Chaffee. Motion carried 5-0.

6. **2016 Audit for Kanabec-Pine Community Health Board**
County Administrator David Minke explained the joint board is no longer in existence, however, there had been an agreement between Pine and Kanabec counties that an audit be completed and provided to each county.
**Motion** by Commissioner Chaffee to acknowledge receipt of the 2016 financial statement for the Kanabec-Pine Community Health Board. Second by Commissioner Hallan. Motion carried 5-0.

7. **Mental Health Services Contract**
Jail Administrator Rod Williamson stated the jail previously contracted the services of SAM Psychiatric Consulting Services LLC for mental health services and psychotropic medication management, however in June, 2017 those services became unavailable. The jail is requesting to enter into a contract with Nystrom & Associates, at the rate of $251.69 per hour, to provide mental health services and medication management for inmates.
**Motion** by Commissioner Chaffee to approve an Agreement for Jail Mental Health Issues between the Pine County Sheriff’s Office - Jail Division and Nystrom & Associates to provide mental health services and psychotropic medication management for Pine County jail inmates, at the rate of $251.69 per hour. Second by Commissioner Mikrot. Motion carried 5-0.

8. **Willow River Transfer Station**
Land Services Director Kelly Schroeder stated approximately 10 sites in the Willow River and Sturgeon Lake area have been considered for purchase or lease for a transfer station location. Of these, one site fits the needs of the county. The landowner is not willing to sell the land, but would consider a 5-year lease with the County, providing onsite snow removal, waste compaction, fencing of the site, and grading and site preparation - these services have an estimated value of $625 per month. Schroeder estimated a lease cost of at least $625 per month for a duration of 5-years with cancellation language written into the lease if the site provides unsustainable prior to five years. The services provided by the landowner and the $625 lease...
payment amount would be a net-zero cost to the county. The lease cost will be paid by user fees and subsidized by the existing solid waste fee. 

It was the **consensus** of the board for the Land Services Department to move forward and work out the logistics of a lease agreement. The final proposed lease will be brought before the county board for consideration.

9. **Commissioner Updates**

**MASWCD/AMC Conservation District Capacity Work Group:** October 18\(^{th}\) meeting postponed.

**Soil & Water Conservation District:** Commissioner Ludwig stated the county has 3 non-compliant buffer violations within the county; the Cross Lake project is in construction mode; and the Pine City project has been completed.

**Central Minnesota Council on Aging:** Commissioner Hallan stated funding for programs was discussed.

**East Central Regional Juvenile Center:** Probation Director Terry Fawcett stated the Juvenile Center celebrated its 20\(^{th}\) anniversary. Discussion took place regarding camera and control system updating; and per diems were set - $239 per day for member counties; $269 per day for non-member counties.

**East Central Solid Waste Commission:** Commissioner Hallan stated the burning off of methane gas was discussed.

**East Central Regional Library:** Commissioner Mohr stated all counties have funded the library; there was a book burning incident in front of the Pine City Library; and the Aitkin library has received a $5,000 grant for 13 mobile hot spots.

**Pine County Chemical Health Coalition:** Commissioner Mikrot stated training opportunities were discussed; the Coalition is looking for volunteers; and two more public billboards have been added.

**AMC District 1 Fall Meeting:** Commissioner Hallan stated Cook County is proposing a 19% levy increase; housing (One Roof Housing, which is a community land trust) is breaking ground in St. Louis County. County Administrator David Minke stated the Association of Minnesota Counties is adding assistance in the Human Resource area to counties starting in January, 2018.

**Law Library:** Commissioner Mohr stated a quorum was not present.

**Joint Boards Meeting (Pine City, Pine City School District, PTCC, Pine County):** Commissioners Mohr and Hallan, and County Administrator Minke, were in attendance. Four workgroups were established: Health & Wellness, Workforce Development and Economic Development, Affordable Housing, and Legislative.

**Labor Negotiations:** Commissioner Chaffee stated negotiations with AFSCME groups took place last week.

10. **Other**

None.

11. **Upcoming Meetings**

Upcoming meetings were reviewed.
12. **Adjourn**

With no further business, Chair Ludwig adjourned the meeting at 11:31 a.m. The next regular meeting of the county board is scheduled for Tuesday, November 7, 2017 at 10:00 a.m. at the Pine County History Museum, 6333 H C Andersen Alle, Askov, Minnesota.

Matthew W. Ludwig, Chair  
Board of Commissioners  

David J. Minke, Administrator  
Clerk to County Board of Commissioners
Chair Ludwig called the meeting to order at 10:00 a.m. Present were Commissioners Steve Hallan, Josh Mohr, Steve Chaffee and John Mikrot, Jr. Also present were County Attorney Reese Frederickson and County Administrator David Minke.

The Pledge of Allegiance was said.

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

Commissioner Mohr moved to approve the amended Agenda. Second by Commissioner Chaffee. Motion carried 5-0.

Commissioner Chaffee moved to approve the Minutes of the October 3, 2017 board meeting and Summary for publication. Second by Commissioner Mikrot. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence

- Pine County HRA Senior Housing Regular Meeting Minutes - August 23, 2017
- East Central Regional Library Minutes - September 11, 2017

Commissioner Mikrot moved to acknowledge the Minutes of Boards, Reports and Correspondence. Second by Commissioner Hallan. Motion carried 5-0.

Commissioner Chaffee moved to approve the Consent Agenda. Second by Commissioner Ludwig. Motion carried 5-0.

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Approve the Minnesota Internet Crimes Against Children Task Force Multi-Agency Law Enforcement Joint Powers Agreement. This agreement will allow for reimbursement for training and overtime for the sheriff’s office.

Approve the hiring of Eligibility Worker Janessa Berberich, effective November 6, 2017, Grade 6 (step 2, B23), $16.78 per hour.


Approve State Health Improvement Partnership (SHIP) Coordinator Hailey Freedlund to attend the Food Access Summit. No cost to attend this training as Pine County Public Health is part of a four-county collaborative for the SHIP, with Kanabec County being the fiscal host. Kanabec County has included this conference into the SHIP budget when writing the grant.


Public Hearing – Mini Truck Public Hearing
County Sheriff Jeff Nelson stated the permitting process for mini trucks varies throughout the counties in the state. Sheriff Nelson requested the mini truck ordinance, as currently drafted, be modified to reflect that the Sheriff’s Office will issue the permit number to the owner of the mini truck and it will be the owner’s responsibility to provide the permit number stickers for placement on the mini trucks.

The county board discussed license plate/permit location, owner’s responsibility to obtain the permit number stickers, and the duration and cost of the permit.

Chair Ludwig opened the public hearing at 10:09 a.m.

Mini truck owner Dennis Mulvaney stated he has owned a mini truck for 10 years and it has continuously been licensed by the State of Minnesota as a Class II ATV.

County Engineer Mark LeBrun stated the proposed ordinance would allow mini trucks to be operated on county roads only, not township or city. LeBrun inquired if consideration should be given to a change in legislation for operation on all roads and waters within the state of Minnesota. Commissioner Hallan stated this could be brought to the attention of the Association of Minnesota Counties (AMC). Commissioner Hallan indicated he would like additional information from the AMC and the DNR on mini truck operation and licensure.

Commissioner Mohr stated he would like to proceed with the permitting of the mini trucks now as waiting for a change in legislation will take too long.

The board discussed continuing the public hearing for 60 days to allow the receipt of additional information.

Motion by Commissioner Chaffee to continue the mini truck public hearing to the regular board meeting at 10:00 a.m. on December 19, 2017 at the Courthouse in Pine City. Second by Commissioner Hallan. Motion carried 5-0.
Personnel Committee Report

Pine County Personnel Committee met October 10, 2017 and made the following recommendations:

HHS
A. Acknowledge the termination of probationary Account Technician Zachary Doherty, effective September 18, 2017.
B. Authorize a supervisor change and corresponding job description modification for Welfare Fraud Investigator Kari Rybak.

Auditor/Land
Authorize the regrade of Clerk III Janice Johnston’s position from Grade 4 to Grade 5.

Sheriff’s Office
Acknowledge the resignation of part-time Corrections Officer Cara Johnson, effective September 28, 2017, and authorize backfill of this position.

Motion by Commissioner Chaffee to approve the recommendations of the Personnel Committee. Second by Commissioner Ludwig. Motion carried 5-0.

Motion by Commissioner Hallan to accept the $25,000 donation from the Mille Lacs Band of Ojibwe for funding of a one-half Community Coach position. Second by Commissioner Ludwig. Motion carried 5-0.

Motion by Commissioner Ludwig to approve the Law Enforcement Mutual Aid Agreement and authorize the Board Chair and County Administrator to sign. Second by Commissioner Chaffee. Motion carried 5-0.

Motion by Commissioner Chaffee to acknowledge receipt of the 2016 financial statement for the Kanabec-Pine Community Health Board. Second by Commissioner Hallan. Motion carried 5-0.

Motion by Commissioner Chaffee to approve an Agreement for Jail Mental Health Issues between the Pine County Sheriff’s Office – Jail Division and Nystrom & Associates to provide mental health services and psychotropic medication management for Pine County jail inmates, at the rate of $251.69 per hour. Second by Commissioner Mikrot. Motion carried 5-0.

It was the consensus of the board for the Land Services Department to move forward and work out the logistics of a lease agreement. The final proposed lease will be brought before the county board for consideration.

With no further business, Chair Ludwig adjourned the meeting at 11:31 a.m. The next regular meeting of the county board is scheduled for Tuesday, November 7, 2017 at 10:00 a.m. at the Pine County History Museum, 6333 H C Andersen Alle, Askov, Minnesota.

Matthew W. Ludwig, Chair
Board of Commissioners

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

The full text of the board’s Minutes are available at the County Administrator’s Office and the county’s website (www.co.pine.mn.us). Copies may also be requested from the administrator’s office.
MINUTES
OF
PINE COUNTY BOARD MEETING
SPECIAL MEETING
COMMITTEE OF THE WHOLE
Budget and Land Services Discussion
October 24, 2017 – 9:00 a.m.
Pine County Courthouse, Pine City, Minnesota

Chair Matt Ludwig called the meeting to order at 9:00 a.m. Present were Commissioners Josh Mohr, Steve Chaffee and John Mikrot, Jr. Also present were County Administrator David Minke, Land Services Director Kelly Schroeder, Land and Resources Manager Caleb Anderson, County Attorney Reese Frederickson, County Auditor-Treasurer Cathy Clemmer, and Probation Director Terry Fawcett.

Others Present: Richard Glattly, Planning Commission member and Gary Valvoda, Board of Adjustment member.

The pledge of allegiance was said.

Motion by Commissioner Mohr to approve the Agenda. Second by Commissioner Mikrot. Motion carried 4-0.

Commissioner Steve Hallan arrived at 9:05 a.m.

Those present introduced themselves.

Land Resources Manager Caleb Anderson provided a shoreland zoning update and explained the importance and role of zoning including information regarding water quality. The Pine County Board of Adjustment roles and variance criteria was reviewed; the Pine County Planning Commission roles were reviewed.

- Board of Adjustment roles: review variance requests and staff recommendations, variance appeals, zoning district boundaries
- Planning Commission: conditional use permitting process, ordinance amendment recommendations to County Board; review of final plats

The advantages and disadvantages of merging the Board of Adjustment and Planning Commission were discussed. Land Services Director Kelly Schroeder stated combining the boards would provide a continuity of ordinance implementation, efficiency in meeting coordination and reduction in member recruitment demands. The board requested flow charts be prepared to include procedures for processing of the conditional use permits and variance applications currently, and how they could be processed under a combined board. Additional information was also requested on how the County Board can have more involvement with Zoning, including having a County Commissioner liaison involved with the combined board/commission and possibly a county zoning ordinance which townships can opt-in or opt-out of.
Land and Resources Manager Anderson stated the Planning Commission has been reviewing changes to the Shoreland Ordinance based on the updated Comprehensive Plan and comments from the public.

Blight in shorelands, retaining walls in shorelands, and consideration of establishing an administrative variance process was discussed. It was the consensus of the board to proceed with shoreland ordinance language addressing blight, use of rip rap and vegetated slopes only or engineered-designed retaining walls if more than four feet high, and county staff performing administrative variances.

The requirement of establishing buffer strips at the time of new permits for properties with greater erosion concern to address water quality concerns was discussed. Commissioners Hallan, Chaffee, Mikrot and Ludwig were supportive of this suggestion; Commissioner Mohr stated his opposition.

Currently Minnesota Rule 8420.0420 allows a 20-square foot exemption of wetland impact inside the shore impact zone. Allowing no exemption within the shore impact zone was discussed. The consensus of the board was to make no change to the current exemption.

The 2018 budget and property tax levy was discussed. The consensus of the commissioners was to proceed with a 5.5% property tax levy increase; no changes were made to the preliminary budget.

With no further business, the meeting adjourned at 11:49 a.m.

Matthew W. Ludwig, Chair
Board of Commissioners

David J. Minke, Administrator
Clerk to County Board
Chair Matt Ludwig called the meeting to order at 6:00 p.m. Present were Commissioners Steve Hallan and John Mikrot, Jr. Commissioner Josh Mohr arrived at 7:00 p.m.

Others Present included various township and city officials.

The pledge of allegiance was said.

Those present introduced themselves.

Mary Bauer, Community Development Specialist with the Central Minnesota Council on Aging presented *The Maturing of America: Preparing for the Age Wave*.

The group held a round table discussion on various issues including:
- traffic issues on county roads
- solid waste, recycling, and brush disposal
- land use issues—blight, zoning, water quality

Consensus of the group was for the next meeting to be January 30, 2018 at 6:00 p.m. and to invite the county sheriff and county attorney to discuss public safety issues.

With no further business, the meeting adjourned at 8:10 p.m.

Matthew W. Ludwig, Chair
Board of Commissioners

David J. Minke, Administrator
Clerk to County Board
Pine County Chemical Health Coalition
Minutes
October 9, 2017
East Central High School, Finlayson

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

Attendance:
- Cara Keinanen, MN Teen & Adult Challenge
- Amber Chase, Pine Co Probation
- Richard Newman, Recovery Leader
- Jamie Root-Larsen, Positive Community Norms Media Specialist
- Lori Fore and Danielle Finke, Pine County Public Health
- Jessica Blesener, Essentia Health
- Commissioner John Mikrot Jr
- Lynette Kuzel, Teen Focus
- Natasha Mykkanan, Hinckley/Finlayson School
- Stefanie Youngberg, East Central School
- Jen Telander, Regional Prevention Coordinator
- Dennis Vork, Parent
- Joe Dvorak, First Light Health System
- Reese Frederickson, Pine Co Attorney
- Lynette Forbes-Cardey, Becky Foss, Bonnie Rediske and Karen Jansen, Pine Co HHS

Meeting commenced at 3:04 pm by Becky Foss at East Central High School, Finlayson.

1. Introductions and Welcome
   All were welcomed by Becky and introductions were made.

2. Addition/Changes to the Agenda
   Motion to accept agenda as amended made by Jamie Root-Larsen, seconded by Cara Keinanen. Motion carried.

3. Minutes of September 11, 2017
   Motion to approve 9/11/17 minutes made by Stefanie Youngberg, seconded by Lori Fore. Motion carried.

4. Becky Foss
   a. Mental Health Forum
      i. Becky gave members flyers to take and pass around, share on Facebook, etc., wants the community to be aware of this event. There will be a free meal and child care provided by Pine County Public Health. Special thank you to Essentia Health for their donation.

5. Lynette Forbes-Cardey
   a. P & I News from the Schools
      i. "I'd Rather..." event during Homecoming week at East Central High School
         1. Students displayed a mural with post-it's to note what they'd rather do than drink
alcohol. The event was written up in the Askov American.

ii. ETA (Eagle Teens in Action) student group
   1. Recruiting members

iii. Hinckley-Finlayson High School
   1. New youth advisor – Cecelia Kascak
   2. Promoting "We'd Rather ..." campaign with a competitive twist for their Homecoming this week.

iv. Youth Leadership Academy

v. Prevention Curriculum
   1. Starting at ECHS
   2. Instructing Hazelden’s Project Northland for Grades 6-8 and Class Action for Grades 9-12

b. Training Opportunities for coalition members
   i. P & I Grant has several prevention/coalition educational events available to members wanting to make changes in the community (handout).
   ii. Please contact Lynette if you’re interested in upcoming training sessions.

   i. Cycle of Transformation Model – we are using this change model (handout).
   ii. Learning to H.E.A.R. (handout) - aligning with concern to keep our kids healthy and safe, providing evidence from data and observations, asking questions for clarity and providing resources for more information.
   iii. Natasha reviewed balancing Aces with hope; positive experiences can help rewire brains.
      1. HFHS set up adult mentors at school; ten students per adult. They discuss attendance, how is their week is going? etc.
      2. Stef explained Aces more in-depth.

d. Volunteer Opportunities - get the word out about our coalition, recruit more members
   i. Need 1-2 people at Operation Community Connect, Hinckley Community Center, Tuesday, Oct. 24th from 10 a.m. – 2 p.m. Also at the Community Mental Health Forum at Grand Casino, Hinckley, Tuesday, Oct. 17th from 5 p.m. – 8 p.m.

   ii. Coalition committees (handout) – grouped from the coalition interest survey. This is first pass. We have a solid core of members, please serve on at least one committee. Will entail emails, conference calls from time to time, before or after coalition meetings for hands on work. Jen commented not to get overwhelmed by committee work, it will fluctuate. Heaviest commitment will be parent education and PCN messaging. Will also be hosting a community dinner this spring. Cara suggested P & I Grant email information about what each committee is and what we’ll do.
6. Jamie Root-Larsen
   a. Promo goods for the students
      i. We have backpacks and water bottles with messaging. A tent has been ordered.
   b. Billboards
      i. Two more billboards have been approved and will be up in October.
      ii. Working on banners and posters for students – creation and pilot testing with students coming soon
      iii. Lynette mentioned that if invited to do a survey, please do and encouraged all to send on to other adults in the area.
      iv. Becky stated that our work is specifically with youth in Hinckley-Finlayson and East Central schools but could be in Pine City or Willow River. It is a positive message to youth, parents and community, highlighting great choices.

7. Becky
   a. Additional items to share with the group?
      i. There will be a suicide prevention event from NAMI at East Central School, October 12th, 5:30-6:30 p.m.
      ii. Lynette noted that three weeks ago she presented at East Central School and will present at the board meeting tonight at HFHS.

NEXT MEETING DATE:
MONDAY, NOVEMBER 13TH @ 3:00 PM
HINCKLEY-FINLAYSON HIGH SCHOOL, HINCKLEY

Meeting adjourned. Minutes prepared by Karen Jansen.
Pine County Chemical Health Coalition
PINE COUNTY PUBLIC WORKS
HIGHWAY DEPARTMENT
405 Airport Road NE
Pine City, MN 55063

Mark A. LeBrun, P.E.
County Engineer

Pine County Land Surveyor Monthly Report

October 2017

T40N R19W Section 9, research records, Excavate for PLSS corner evidence, update files.

Survey Crew assists with County wide road paving projects.

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

Review legal descriptions for County ROW Dept. and County Land Dept. as needed.

Review Plats and Minor Subdivisions for County Zoning Dept. as needed.

Review and file PLSS corner certificates provided by private surveyors as needed.

Review, edit and file Certificates of Survey created by County Surveyor as needed.

Robin T. Mathews, Pine County Surveyor

Monthly Report October 2017.doc
AGENDA REQUEST FORM

Date of Meeting: November 7, 2017

☐ County Board
☐ Consent Agenda
☒ Regular Agenda
☐ Other Committee
☐ Other

Agenda Item: October, 2017 Disbursements

Department: Auditor-Treasurer

Background information on Item:
October, 2017 Disbursements

Action Requested:

Financial Impact:
## DISBURSEMENTS JOURNAL REPORT
G/L Months: 10/2017 - 10/2017

### Recap by Fund

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Total Disbursements: 8,179,467.85

### Recap by Type

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Total Disbursements: 8,179,467.85

Copyright 2010-2017 Integrated Financial Systems
AGENDA REQUEST FORM

Date of Meeting: November 7, 2017

☑ County Board
☐ Consent Agenda
☐ Regular Agenda

☐ Personnel Committee
☐ Other

Agenda Item: Application for Local-Option Disaster Abatement

Department: Auditor-Treasurer

Background information on Item:
James & Corinne Wentzlaff, 11133 Elm Circle, Pine City, PID 28.0827.000, pay 2016

Action Requested:

Financial Impact:
Application for Local-Option Disaster Abatements and Credits

IMPORTANT: Application for property that is NOT located in a declared disaster or emergency area.

If your property has been damaged or destroyed by a natural disaster, arson, or other type of accident, you may be eligible to receive some property tax relief on this year's and next year's property taxes. The type of tax relief you receive will depend on whether your property is homesteaded, the amount of damage sustained, the number of months the structure is unusable or uninhabitable, and a number of other factors. If an assessor has not already reassessed your property, you should contact your county assessor's office and request that an assessor view the damage for the purpose of receiving disaster relief.

County of: PINE

Abatement # A616-15

For Taxes Levied In: 2015
And Payable In: 2016

Applicant Information. Please type or print.

Name: Corrine Wentzloff
Mailing address (street address): 4916 Nachez
County: Pine
City: Savage
State: MN
Zip: 55378
Telephone (work): (612) 433-4333
Property I.D. or Parcel number (found on your property tax statement): 28-0827-000
School District number: 0578
Address of damaged property (if different than mailing address): 11133 Elm Circle, Pine City, MN 55063
Legal description of property (found on your property tax statement): Part of government lot 1, section 24, township 44, range 24.

Is the property homesteaded? □ Yes □ No
How many months was the property unable to be occupied or used? Date you left property: 7/21/2016

Is the property located in a county designated as a disaster or emergency area? □ Yes □ No
Date you returned to property: 10/20/17

Applicant's statement of facts. (Please list type of disaster, type of damage, and any other information you deem relevant.)

During roof replacement, it rained and ruined interior of cabin, uninhabitable.

Signature of property owner: By signing below, I certify, to the best of my knowledge, the above statements are true and correct.

Signature: Corrine Wentzloff
Date: 10/20/17

Revised 10/10
AGENDA REQUEST FORM

Date of Meeting: 11-07-17

☑ County Board
☐ Consent Agenda
☐ Regular Agenda
☐ Personnel Committee
☐ Other ___________

Agenda Item: Law Enforcement contract with city of Sandstone

Department: Sheriff

Background information on Item:
Three year (2018, 2019, 2020) contract for law enforcement patrol services. Sandstone will contract for ten hours a day, five days a week. The rate per hour is: 2018- $50.88, 2019- $53.42, 2020- $56.09

Action Requested:
Approve and sign

Financial Impact:
Already in 2018 budget
PINE COUNTY
and
CITY OF SANDSTONE
AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this _____ day of ____________, 2017, by the Pine County Sheriff, hereinafter referred to as the “Sheriff” and approved by the County of Pine, a Minnesota political subdivision, hereinafter referred to as the “County Board” and the City of Sandstone, a Minnesota municipal corporation, hereinafter referred to as the “City”.

WITNESSETH

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

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

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

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

1) **Services to be provided.** The Sheriff and County Board agree to provide law enforcement services for the City, within the corporate limits of the City, from January 1, 2018 through December 31, 2020. Law enforcement services shall include the following: routine patrolling within the City by a deputy sheriff, interaction with members of the residential and commercial communities within the City, investigations of all state statute and City ordinance violations occurring within the City, and supplying support and assistance to other public service agencies such as the Fire Department. The hours per day contracted for is specified in this Agreement and are to be agreed to between the Sheriff and the City. The hours per day contracted for includes time spent by the deputy
performing duties outside the city. These duties include but are not limited to responding when necessary to calls, emergencies, assisting other deputies, or administrative duties at the Sheriff’s Office such as report writing or interviewing. Up to 15 minutes of travel time between the Sheriff’s Office before and after each shift shall also be included in the contracted hours. If the travel time exceeds 15 minutes each way, the contracted for hours shall be reduced by the excess travel time.

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

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

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

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

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

5) Dispute Resolution. The City Administrator shall act as a liaison between the City and the Sheriff with respect to this Agreement. The City and the Sheriff should attempt to resolve all problems related to the law enforcement services on the basis of mutual interest and understanding. If the City has concerns about a particular investigation or performance of the assigned deputy, the City Administrator shall report the concerns, in writing to the Sheriff. The Sheriff shall respond to the concerns in writing. Both parties agree that written communications will help prevent misunderstandings and misinformation, and will assist in effectively addressing concerns.

The deputy assigned to the City shall attend City Council meetings, as requested for the purpose of addressing any concerns or questions of the City Council. If the City has concerns about
the information provided by the Sheriff required by Paragraph 4 of this Agreement, the City Administrator shall address those concerns in writing to the Sheriff.

6) **Failure to Abide by Agreement Terms.** In the event that a party to this Agreement fails to fulfill its duties or obligations as set forth herein ("Default") the non-defaulting party shall give written notice of the Default to the defaulting party. The notice of Default shall set forth with particularity the issues, conduct, performance or other problem that constitutes the Default. The defaulting party shall have 60 days within which to cure the Default. If the Default is not cured within the time allowed, the parties agree to submit their dispute to arbitration. If the Default is upheld by the arbitrator, the non-defaulting party may terminate this Agreement by providing the defaulting party with 30 days’ written notice of termination. The costs of the arbitrator will be shared equally between the City and the County. The parties agree that only Defaults are subject to binding arbitration.

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

In consideration for the law enforcement services being provided by the County Sheriff’s Office to the City for the period of January 1, 2018 through December 31, 2018, the City shall pay to the County the sum of $50.88 per hour or $132,288.00 for the year. Said annual amount shall be payable by the City in 12 equal monthly installments of $11,024.00. Installments shall be due on or before the 15th day of each month, beginning January 15, 2018, and shall continue monthly thereafter during the first year of this Agreement. The annual amount is based on the multiplication of this Agreement’s rate, hours per day, and days per year.

In consideration for the law enforcement services being provided by the County Sheriff’s Office to the City for the period of January 1, 2019 through December 31, 2019, the City shall pay to
the County the sum of $53.42 per hour or $138,892.00 for the year. Said annual amount shall be payable by the City in 12 equal monthly installments of $11,574.33. Installments shall be due on or before the 15th day of each month, beginning January 15, 2019, and shall continue monthly thereafter during the second year of this Agreement. The annual amount is based on the multiplication of this Agreement’s rate, hours per day, and days per year.

In consideration for the law enforcement services being provided by the County Sheriff’s Office to the City for the period of January 1, 2020 through December 31, 2020, the City shall pay to the County the sum of $56.09 per hour or $145,834.00 for the year. Said annual amount shall be payable by the City in 12 equal monthly installments of $12,152.83. Installments shall be due on or before the 15th day of each month, beginning January 15, 2020, and shall continue monthly thereafter during the third year of this Agreement. The annual amount is based on the multiplication of this Agreement’s rate, hours per day, and days per year.

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

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

8) **Term of this Agreement; Renewal.** The term of this Agreement shall be from January 1, 2018 through December 31, 2020. The County Sheriff’s Office shall notify the City by July 1, 2020 of the hourly rate for the deputy for the following year. If the County Sheriff’s Office is not able to provide the same number of hours of law enforcement services or requests a change in the scheduling of the hours for the following year, this information also shall be provided to the City.
at this time. The City Administrator and a City Council member shall be designated by the City to meet with the County Sheriff to discuss any concerns or changes needed to the Agreement for the next term. The Sheriff shall attend a regular City Council meeting in July or August of each year to discuss any concerns with the services being provided under this Agreement. Any changes or modifications with respect to this Agreement shall be agreed to by the parties no later than September 15th. If either party chooses to terminate this Agreement, it may do so for any reason so long as written notice is provided to the other party no later than September 15th so that the other party may have sufficient time to revise its budget to reflect this change for the following year.

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

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

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

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

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

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

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

By: ____________________________
    Pine County Sheriff

By: ____________________________
    Chairman of the Pine County Board of Commissioners

CITY OF SANDSTONE

By: ____________________________
    Pete Spartz, its Mayor

By: ____________________________
    Kathy George, its Administrator

Approved as to form and execution

By: ____________________________
    Pine County
AGENDA REQUEST FORM

Date of Meeting: November 7, 2017

[ ] County Board
[ ] Consent Agenda  5 mins [ ] 10 mins [ ] 15 mins [ ] Other [ ]
[ ] Regular Agenda
[ ] Personnel Committee
[ ] Other

Agenda Item: Review and approve Sophie's Manor Contract

Department: Pine County Public Health

[Signature]

Department Head Signatures

Background information on Item:

Pine County Public Health has been approached by Sophie's Manor to provide immunization services to their employees. Pine County Public Health would provide Mantoux skin testing for $25 per employee test and Hepatitis B for $55 per vaccine, there are three shots in this series. Sophie's Manor employees will come to Pine County for this service throughout the year. Prior to each vaccine given, the employee will sign a consent before being immunized. A vaccine information statement will be given to properly inform each employee about vaccine side effects.

Action Requested:

Review and approve contract for Pine County Public Health to provide immunization services to employees of Sophie's Manor.

Financial Impact:

The Sophie's Manor contract will be a fee for service agreement which will bring revenue into Pine County Public Health. The fees we are charging will cover the cost of the immunization and staff administrative time.
The County of Pine, acting through its Health & Human Services, Public Health Department, 315 Main St S, Suite 200, Pine City, Minnesota, 55063, hereafter referred to as the "Contractor", and Sophie's Manor, 17500 Ranch Dr, Pine City, MN 55063, hereafter referred to as the "Agency", enter this Contract effective for the period of November 1, 2017- October 31, 2018.

WHEREAS, The Contractor is duly qualified to provide immunization services to public

Whereas, 121A.15 HEALTH STANDARDS; IMMUNIZATIONS;
Subd. 3a. Disclosures required.
Before immunizing a person, an immunization provider must provide the person, or the person's parent or guardian if the person is under 18 years of age and not emancipated, with the following information in writing:

(1) a list of the immunizations required for enrollment in a school or child care facility;

(2) a description of the exemptions from immunizations permitted under subdivision 3, paragraphs (c) and (d);

(3) a list of additional immunizations currently recommended by the commissioner; and

(4) in accordance with federal law, a copy of the vaccine information sheet from the federal Department of Health and Human Services that lists possible adverse reactions to the immunization to be provided.

(c) The commissioner will continue the educational campaign to providers and hospitals on vaccine safety including, but not limited to, information on the vaccine adverse events reporting system (VAERS), the federal vaccine information statements (VIS), and medical precautions and contraindications to immunizations.

(d) The commissioner will encourage providers to provide the vaccine information statements at multiple visits and in anticipation of subsequent immunizations.

(e) The commissioner will encourage providers to use existing screening for immunization precautions and contraindication materials and make proper use of the vaccine adverse events reporting system (VAERS).

(f) In consultation with groups and people identified in subdivision 12, paragraph (a), clause (1), the commissioner will continue to develop and make available patient education materials on vaccinations including, but not limited to, contraindications and precautions regarding vaccines.

(g) The commissioner will encourage health care providers to use thimerosal-free vaccines when available.
Pine County Agreement Between
Pine County Public Health
And Sophie's Manor Services

Sharing Immunization Data in Minnesota
WHEREAS, Minnesota Statutes, Chapter 144.3351
This Minnesota law allows health care providers, group purchasers of
health care services, child care facilities, schools and colleges, public health
agencies, community action agencies, and the commissioner of health to share
immunization information without the consent of the individual who was vaccinated
or their parent/guardian if the person requesting the information provides services
on behalf of the patient.
 Intent of the law:
 To facilitate meeting immunization requirements in order to enroll in child care
 facilities, schools, and colleges.
 To avoid under- or over-immunization by allowing easier access to information
 on vaccination histories.
 Who may share immunization information?
 Elementary and secondary schools, child care facilities, colleges, public health
 agencies, community action agencies, the state commissioner of health,
 health care facilities, home care providers, physicians, surgeons, osteopaths,
 chiropractors, registered nurses, licensed practical nurses, midwives,
 optometrists, physical therapists, psychologists, social workers, mental health
 workers, dentists, pharmacists, and podiatrists.
 (Note: federal law supersedes state law in the case of schools sharing
 immunization information, see
 The Family Educational Rights and Privacy Act
 Group purchasers (a person or organization that purchases health care
 services on behalf of an identified group of persons) including: HMOs, self­
funded health plans, health insurance companies, Community Integrated
Service Networks.
 Information that may be shared
 Patient's name, address, date of birth, gender, parent or guardian's name
 Date vaccine was received, vaccine type, lot number, and manufacturer
 Contraindication and/or adverse reaction to an immunization.

WHEREAS, Professional responsibilities defined by Minnesota Law some professionals, such as
physicians, nurses, and pharmacists, have specific responsibilities defined by state rules and
regulations (also known as ("practice acts"). The intent is to both make sure persons holding
professional license are competent to practice and to ensure the safety, health and welfare of
the public.

WHEREAS, The Agency -Sophie's Manor wishes to purchase immunization services from Pine County
Public Health.

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

1. **Contractor’s Duties:**
   
Pine County Public Health will enter an agreement to provide immunization services to the private agency, Sophie’s Manor.

2. **Cost and Delivery of Purchased Services:**
   
Rates for services for Mantoux testing will be $25 per skin test, Hepatitis B series will be $55 per shot. Any additionally required services or times must be pre-approved by a Pine County.

All parties reserve the right to give a 30-day notice of termination of this agreement. This is a cash basis fee-for-service agreement, which indicates that payment shall be for services provided during the contract period, and all payments for services shall be invoiced and disbursed during that period. Monthly invoices should be sent within 30 days of service to the attention of Ashley Wasson, Sophie’s Manor Housing Manager, 17500 Ranch Dr., Pine City, MN 55063.

Signature will indicate understanding and agreement with the frequency and time allocations indicated for services and cash basis invoicing.

3. **Payment for Purchased Services:**
   
a. **Certification of expenditures:**
   
The Contractor shall, within 30 days following the last day of each calendar month, submit a standard invoice to Agency-Sophie’s Manor. The Invoice shall show actual cost for immunization services provided.

b. **Payment:**
   
The Agency -Sophie’s Manor shall, within thirty (30) days of the date of receipt of the Invoice, make payment to the Contractor for all services rendered and identified on the invoice.
4. **Audit and Record Disclosure:**

The Contractor shall:

a. Maintain records, using generally accepted accounting principles that reflect all revenue received and all direct and indirect costs incurred in performing this Contract. Maintain records about Purchased Services provided, service dates, and other information that is required.

b. Maintain all records pertaining to this contract at 315 Main Street South, Suite 200, Pine City, MN 55063 intended for file maintenance and storage for three (3) years for audit purposes.

b. Comply with policies and practices outlined by the Minnesota Department of Health for immunization services.

5. **Safeguard of Private Information:**

All data collected, created, received, maintained, or disseminated for any purposes in the course of the Contractor’s performance of this Agreement is governed by the MN Government Data Practices Act, Minnesota Statutes, section 13.01 et. seq., or any other applicable State statutes, any State rules adopted to implement the Act, as well as Federal regulations on Data Privacy, including the Health Insurance Portability and Accountability Act (HIPAA). The Contractor agrees to abide strictly by these statutes, rules, and regulations.

6. **Compliance with Other Regulations:**

The Contractor further agrees to comply with the following:


c. (When applicable) the contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504. Title VI of the Civil Rights Act of 1964 (Title VI) requires service providers who receive federal funds to take reasonable steps to provide meaningful access to services for people with Limited English Proficiency (LEP). Most county and state funded services must meet LEP requirements. The requirements apply to health care and social service agencies, such as physicians, hospitals, nursing homes, home health agencies, managed care organizations, universities, and private non-profit agencies.

c. (When applicable) the agency certifies that he has received a certificate of compliance from the Commissioner of Human Services pursuant to Minnesota
Pine County Agreement Between
Pine County Public Health
And Sophie’s Manor Services

Statutes, section 363A.36 (2014). This section shall not apply if the grant is for less than $100,000 and the agency has employed forty or less full-time employees during the previous 12 months.

7. Indemnity and Insurance
   a. Indemnity:
      The Agency agrees that it will at all times indemnify and hold harmless the Contractor from any and all liability, loss, damages, costs or expenses which may be claimed against the Contractor.

      (1) By reason of any service client's suffering personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this agreement, or while on premises owned, leased or operated by the Contractor.

      (2) By reason of any service client's causing injury to, or damage to, the property of another person during any time when the Contractor or his assigns, or employee thereof has undertaken or is furnishing the care and service called for under this agreement.

8. Conditions of the Parties' Obligations
   a. It is understood and agreed that in the event the reimbursement to the Contractor from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.

   b. This agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice, in writing, delivered by mail or in person.

   c. Before the termination date specified in Section I of this agreement the Agency evaluate the performance of immunization services of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.

   d. Any alterations, variations, modifications, or waivers of provisions of this agreement, shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.

   e. No claim for services furnished by the Contractor, not specifically provided in the agreement will be allowed; nor shall the Contractor do any work or furnish any
material not covered by the agreement, unless approved in writing by both parties. Such approval shall be considered a modification of the agreement.

10. **Subcontracting:**
   Neither Party will subcontract responsibilities under the agreement.

11. **Miscellaneous:**
   a. **Entire Agreement:**
      It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement 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 any county social services agency relating to the subject matter hereof.
Pine County Agreement Between
Pine County Public Health
And Sophie’s Manor Services

APPROVED AS TO FORM AND EXECUTION:

__________________________________________
Pine County Attorney

__________________________________________
Date

__________________________________________
Community Health Administrator

__________________________________________
Date

__________________________________________
Chair, Pine County Board of Commissioners

__________________________________________
Date

__________________________________________
Administrator Sophie’s Manor

__________________________________________
Date

__________________________________________
County Administrator

__________________________________________
Date

Contract Sophie’s Manor
10/31/2017
AGENDA REQUEST FORM

Date of Meeting: 11/07/2017

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

☐ Personnel Committee
☐ Other __________

Agenda Item: Approval of contract for clinical supervision services

Department: HHS

Background information on Item:

MN Statutes require that adult mental health case managers receive clinical supervision on a consistent basis. Pine County HHS has contracted with Jennifer White, MA, LP, LADC, for these services since 2014, upon the closure of Riverwood. This contract continues the clinical supervision services with Jennifer White from January 1, 2018 to December 31, 2018. The cost is $120/hour for a maximum of two hours per month. This is an increase from $110/hour in 2017.

The Pine County Attorney's Office has reviewed and approved the contract.

Action Requested:

Authorize the County Board Chair to sign the contract between Pine County HHS and Jennifer White, MA, LP, LADC.

Financial Impact:

The cost of the service is $120/hour for two hours per month, which equates to $2,880 per year. This cost is budgeted into the HHS budget and as noted above, this is a mandated service.
AGREEMENT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND JENNIFER WHITE, MA, LP, LADC
CLINICAL SUPERVISION SERVICES

The County of Pine, acting through its Health & Human Services Department, 315 Main St S, Suite 200, Pine City, Minnesota, 55063, hereafter referred to as the "Agency", and Jennifer N White, MA, LP, LADC, 6015 East Superior Street, Duluth MN 55804, hereafter referred to as the "Contractor", enter into this Contract effective for the period of January 1, 2018 through December 31, 2018.

WHEREAS, The Contractor is duly qualified to provide clinical supervision; and

WHEREAS, Minnesota Statutes, section 246.462 subd. 4a defines “Clinical supervision” as the oversight responsibility for individual treatment plans and individual mental health service delivery, including that provided by the case manager. Clinical supervision must be accomplished by full or part-time employment of or contracts with mental health professionals. Clinical supervision must be documented by the mental health professional cosigning individual treatment plans and by entries in the client's record regarding supervisory activities.

WHEREAS the MHCP Provider Manual – Mental Health Services – Adult MH Targeted Case Management (AMH-TCM) states that clinical supervision ensures the appropriateness of assessment and the mental health services planned and provided, and provide case managers and case management associates with direction and guidance on provision of services to individual clients.

WHEREAS, reimbursement from Minnesota Health Care Programs (MHCP) requires that the professional be licensed at the independent clinical level or tribal-credentialed mental health professional, and be enrollable in the MHCP provider system as a licensed mental health professional. Clinical supervision must be accomplished by full or part-time employment of or contracts with licensed mental health professionals.

WHEREAS, all case managers and CMAs, other than licensed mental health professionals, must receive ongoing clinical supervision at least monthly...one-to-one with the case manager or CMA; and involve some clinical supervision in small groups... can be completed via video conferencing.

WHEREAS, The Agency, pursuant to Minnesota Statutes, section 373.01, and 256M.60 wishes to purchase such program services from the Contractor; and

NOW THEREFORE, in consideration of the mutual understandings, and agreements set forth, the Agency and Contractor agree as follows:
1. Contractor's Duties:

Pine County Health and Human Services and Jennifer White, MA, LP, LADC enter into a service agreement for the provision of monthly Clinical Supervision of Pine County Adult Mental Health Social Workers to provide clinical oversight of the delivery of mental health case management services, as required by MHCP standards and Minnesota Statute requirements. The clinical supervisor will review and determine the clinical appropriateness of the supervisee's "individual service delivery," as defined by MHCP standards, with respect to the client's identified mental health condition.

2. Cost and Delivery of Purchased Services:

Rates for services are $120.00 per hour for a maximum of two hours per month beginning January 1, 2018 and continuing through December 31, 2018. Any additionally required services or times must be pre-approved by a Health and Human Services Social Service Supervisor.

All parties reserve the right to give a 30-day notice of termination of this agreement. This is a cash basis fee-for-service agreement, which indicates that payment shall be for services provided during the contract period, and all payments for services shall be invoiced and disbursed during that period. Monthly invoices should be sent within 30 days of service to the attention of Barb Schmidt, Social Services Supervisor at 315 Main St S., Suite 200, Pine City MN 55063.

Signature will indicate understanding and agreement with the frequency and time allocations indicated for services and cash basis invoicing.

3. Payment for Purchased Services:

   a. Certification of expenditures:
The Contractor shall, within 90 days following the last day of each calendar month, submit a standard invoice for social services purchased, to the Pine County Health & Human Services. Bills that do not meet internal county deadlines will be paid later. The Invoice shall show an itemized account of services provided.

   b. Payment:
The Agency shall, within thirty (30) days of the date of receipt of the Invoice, make payment to the Contractor for all reimbursement-eligible clients identified on the invoice.
4. **Audit and Record Disclosure:**

The Contractor shall:

a. Maintain records, using generally accepted accounting principles that reflect all revenue received and all direct and indirect costs incurred in performing this Contract. Maintain records about Purchased Services provided, service dates, and other information that is required by the Agency. Maintain any other records requested by the Agency or a Referring County.

b. Upon request, Contractor agrees to give the Agency a report containing the following information:
   1. All revenue received.
   2. All direct and indirect costs incurred in performing Purchased Services.

c. Allow personnel of the Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services and copy such materials as necessary.

d. Maintain all records pertaining to the contract at 6015 East Superior Street, Duluth MN 55804 intended for file maintenance and storage for three (3) years for audit purposes.

e. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual, and the administrative rules of the State Agency.

5. **Safeguard of Client Information:**

The use of disclosure by any party of information regarding an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota, Chapter 13, or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited. The Contractor is the responsible authority to ensure that the provider is in compliance with the Data Practices Act, Minnesota Statutes, section 13.46, Subd. 10 (a) (4).

All data collected, created, received, maintained, or disseminated for any purposes in the course of the Contractor's performance of this Agreement is governed by the MN Government Data Practices Act, Minnesota Statutes, section 13.01 et. seq., or any other
applicable State statutes, any State rules adopted to implement the Act, as well as Federal regulations on Data Privacy, including the Health Insurance Portability and Accountability Act (HIPAA). The Contractor agrees to abide strictly by these statutes, rules, and regulations.

6. Compliance with Other Regulations:

The Contractor further agrees to comply with the following:


b. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504. Title VI of the Civil Rights Act of 1964 (Title VI) requires service providers who receive federal funds to take reasonable steps to provide meaningful access to services for people with Limited English Proficiency (LEP). Most county and state funded services must meet LEP requirements. The requirements apply to health care and social service agencies, such as physicians, hospitals, nursing homes, home health agencies, managed care organizations, universities, and private non-profit agencies.

c. (When applicable) the Contractor certifies that he has received a certificate of compliance from the Commissioner of Human Services pursuant to Minnesota Statutes, section 363A.36 (2014). This section shall not apply if the grant is for less than $100,000 and the Contractor has employed forty or less full-time employees during the previous 12 months.

7. Fair Hearing and Grievance Procedures:

The Agency agrees to provide for a fair hearing and grievance procedure conformance with Minnesota Statutes, section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the Department of Human Services.

8. Indemnity and Insurance

a. **Indemnity:**

   The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor.

   (1) By reason of any service client’s suffering personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this agreement, or while
on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns: or

(2) By reason of any service client's causing injury to, or damage to, the property of another person during any time when the Contractor or his assigns, or employee thereof has undertaken or is furnishing the care and service called for under this agreement.

b. Insurance:
Contractor will furnish an original Certificate of Insurance as evidence of required coverage to the Agency. Insurance should include professional liability coverage acceptable to the Agency.

9 Conditions of the Parties' Obligations

a. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.

b. This agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice, in writing, delivered by mail or in person.

c. Before the termination date specified in Section I of this agreement the Agency may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.

d. Any alterations, variations, modifications, or waivers of provisions of this agreement, shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.

e. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the agreement.

10. Subcontracting:
The Contractor shall not enter into subcontracts for any of the goods and services Contemplated under this agreement without written approval of the Agency. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be
responsible for the performance of any subcontractor.

11. **Miscellaneous:**

   a. **Entire Agreement:**
      It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement 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 Contractor and any county social services agency relating to the subject matter hereof.

   b. **Monitoring:**
      It is understood that the Agency reserves the right to monitor the Contractor's performance under this contract by observation or direct service provision to client and/or survey of agencies or individuals purchasing or receiving services.
PINE COUNTY HEALTH & HUMAN SERVICES
& JENNIFER N WHITE, MA, LP, LADC
2017

APPROVED AS TO FORM AND EXECUTION:

____________________________________
Pine County Attorney

Date

____________________________________
Director, Pine County Health & Human Services

Date

____________________________________
Chair, Pine County Board of Commissioners

Date

____________________________________
Jennifer N White, MA, LP, LADC

Date

P\CONTRACT\2017\Jennifer White..doc
11/1/2017
AGENDA REQUEST FORM

Date of Meeting: November 7, 2017

☐ County Board
☐ Consent Agenda
☐ Regular Agenda
☐ Personnel Committee
☐ Other

5 mins ☐ 10 mins ☐ 15 mins ☐ Other ☐

Agenda Item: Training request

Department: Pine County Public Health

Background information on Item:

Request for approval to send Dawn Moffett to Health Families America (HFA) Parent Survey Training on December 11-14, 2017 in West St. Paul, MN. The Parent Survey is an evidence-based, standardized and comprehensive assessment tool. It is designed to learn about the strengths and challenges face new and expectant parents and determine which families in our community will most benefits from intensive home visiting and other available parenting resources. Health Families America (HFA) requires the use of the parent survey tool to assess for factors that could contribute to increased risk for child maltreatment or other adverse childhood experiences (ACES).

Action Requested:

Review and approve request for Health Families America training.

Financial Impact:

This training has no registration fees, meals will be approximately $136 for the four day training. The hotel cost is approximately $509.03. This training will be covered by the new evidence based home visiting funding that Pine County is recieving in November 2017.
AGENDA REQUEST FORM

Date of Meeting: November 7, 2017

☑ County Board
☐ Consent Agenda
☑ Regular Agenda

☐ Personnel Committee
☐ Other _________

Agenda Item: Change to Sheriff's Office fee schedule

Department: Sheriff

[Signature] Chief Deputy

Department Head signature

Background information on Item:
The fee schedule in place for the Sheriff's Office has not been modified since 2011. A review was done and changes were suggested.
See attached copy of the proposed fee schedule changes.

Action Requested:
Authorize changes to fee schedule (note, some are statutory, ie civil process).

Financial Impact:
# Pine County Sheriff's Office
Civil Process & Records Division
Fee Schedule
Board Approved 2/15/2011 Proposed 1/1/2018

## CIVIL PROCESS

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Service—per person Flat Fee - up to 3 attempts (addresses south of State Hwy 48)</td>
<td>$40.00-$60.00</td>
</tr>
<tr>
<td>Mileage (round trip per mile from Pine County Government Center) Flat Fee - up to 3 attempts (addresses north of State Hwy 48)</td>
<td>Federal Rate $75.00</td>
</tr>
<tr>
<td>Mileage (flat fee for City of Pine City addresses) Additional person at same address</td>
<td>$5.00-$10.00</td>
</tr>
<tr>
<td>Additional attempts - only by request</td>
<td>$25.00 each</td>
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<tr>
<td>Legal Not Found/No Service</td>
<td>$40.00</td>
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<tr>
<td>Execution Commission (based on the total amount seized, collected or stipulated to by the parties as a result of the Sheriff’s Levy)</td>
<td>5%</td>
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<tr>
<td>Levy (for execution of judgment – clerical fee)</td>
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<tr>
<td>Executions Returned—not satisfied</td>
<td>$40.00</td>
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<tr>
<td>Duplicate Affidavit/Certificates</td>
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<tr>
<td>Writ of Recovery in Eviction Lockout (Deputy Time per hour)</td>
<td>Actual</td>
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<tr>
<td>Restitution Attachment (Deputy Time per hour)</td>
<td>Actual</td>
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<tr>
<td>Posting (3 Notices)</td>
<td>$50.00</td>
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<td>Copy Fee</td>
<td>$.25 per page</td>
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## SHERIFF SALES

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<tr>
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<tbody>
<tr>
<td>Mortgage Foreclosure Sale</td>
<td>$60.00</td>
</tr>
<tr>
<td>Lien Sale (Mechanics or Warehouseman)</td>
<td>$60.00</td>
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<tr>
<td>Uniform Commercial Code</td>
<td>$60.00</td>
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<tr>
<td>Abandoned Property</td>
<td>$60.00</td>
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<tr>
<td>Judgment &amp; Decree Sales</td>
<td>$60.00</td>
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<tr>
<td>Execution Sales</td>
<td>$60.00</td>
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## REDEMPTIONS

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Mortgage Redemption (MN Statute 580.25 subd.3)</td>
<td>$250.00</td>
</tr>
<tr>
<td>Creditor Redemption (MN Statute 580.24 subd. 3)</td>
<td>$100.00</td>
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## RECORDS FEES

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
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<tr>
<td>Background Checks</td>
<td>$10.00</td>
</tr>
<tr>
<td>Permit to Carry – new; MN Statute 624.714 subd. 3 (f)</td>
<td>$100.00</td>
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<tr>
<td>Permit to Carry – renewal (apply 90 days prior to expiration); MN Statute 624.714 subd. 7(1)</td>
<td>$75.00</td>
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<tr>
<td>Permit to Carry – renewal (apply within 30 days after expiration); MN Statute 624.714 subd. 7(2)</td>
<td>$85.00</td>
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<tr>
<td>Permit to Carry – lost or stolen &amp; change of address; MN Statute 624.714 subd. 7a(b)</td>
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</tr>
<tr>
<td>Reports (no charge to victims)</td>
<td>$.25 per page 8 or more pages up to 100 pages. Actual cost for requests over 100 pages.</td>
</tr>
</tbody>
</table>
### Pine County Sheriff’s Office
**Civil Process & Records Division**
**Fee Schedule**
**Board Approved 2/15/2011 Proposed 1/1/2018**

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurance Company Requests</td>
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<td>911 Transcript</td>
<td>$10.00</td>
</tr>
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<td><strong>PHOTO/AUDIO/VIDEO</strong></td>
<td></td>
</tr>
<tr>
<td>Photos (color copies)</td>
<td>$2.00 per sheet</td>
</tr>
<tr>
<td>CD, DVD, Video Tape, Audio Tape Duplication</td>
<td>$10.00 each</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
</tr>
<tr>
<td>Water Event Permits</td>
<td>$15.00</td>
</tr>
<tr>
<td>Temporary Structure/Raft Permit</td>
<td>$15.00</td>
</tr>
<tr>
<td>Explosives Permit</td>
<td>$15.00</td>
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<td>Tow Fees</td>
<td>Actual Cost</td>
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<tr>
<td>Non-Sufficient Funds MN Statute 604.113</td>
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</tbody>
</table>
AGENDA REQUEST FORM

Date of Meeting: November 7, 2017

- County Board
  - Consent Agenda
  - Regular Agenda 5 mins. 10 mins. 15 mins. Other

- Personnel Committee
- Other

Agenda Item: Ordinance 2017-06 Public Hearing and Adoption

Department: Land Services

Background information on Item:

The Pine County Planning Commission recommended several ordinance changes to the County Board at their October 19, 2017 meeting as follows:

1.) Shoreland Ordinance Amendment:
   Commercial Hospitality and/or Event centers were not an allowable use within the Residential Recreational District in the Shoreland Ordinance. With input from the DNR, the Planning Commission recommends including it as a conditional use.

2.) Subdivision and Platting Ordinance Amendment
   The road frontage requirements for minor subdivisions has been unclear for properties in the shoreland areas. New language was drafted to clarify the road frontage requirements and also addresses subdivisions of properties where the street does not extend the width of the parcel due to a bend in the road or the end of the road.

3.) Subsurface Sewage Treatment Systems Ordinance
   The current ordinance does not address septic system capacity requirements for existing systems. It is suggested capacity should be a requirement when bedroom additions occur, since this impacts the system performance.

Action Requested:

1.) Presentation of the ordinance
2.) County Board questions and discussion
3.) Open Public Hearing and take public testimony
4.) Close Public Hearing
5.) County Board additional discussion if necessary
6.) Consider adoption of the ordinance 2017-06 amending the Pine County Shoreland Management Ordinance, the Pine County Subdivision and Platting Ordinance, and the Pine County Subsurface Sewage Treatment Systems Ordinance.

Financial Impact:

No costs are expected with the adoption of the ordinance.
PINE COUNTY ORDINANCE 2017-06
AMENDING PINE COUNTY ORDINANCES

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

Section 1. The following additions to the Pine County Shoreland Management Ordinance:

Section 2.7.7.5 (Definition)
Commercial Hospitality or Event Center: Typically, for-profit wedding venues, retreats, arts and entertainment venues, and vacation rentals by owner.

Section 3.7.2 (CUP Evaluation Criteria)
N. The CUP will not be detrimental to the use and enjoyment or property values of other properties within 500' of the subject property.
O. Adequate measures are included to provide off-street parking to serve the proposed use, as no on-street parking is allowed.

Section 4.4.3 (List of conditional uses)
J. Commercial Hospitality or Event Center

Section 2. Amending Section 4.01 (A) of the Pine County Subdivision and Platting Ordinance to read:

Any subdivision not requiring the construction of a new road (public or private) to service the newly-created parcels, provided that each parcel created must have a minimum lot size of 2 1/2 acres, and a minimum depth of three hundred (300) feet and a minimum road frontage of:
1.) Three hundred (300) feet on parcels completely outside of shoreland areas; or
2.) Equal to the minimum lot standards in the applicable ordinances (Shoreland or Kettle River Natural and Scenic Corridor) for a parcel partially or totally within a shoreland areas; or
3.) Thirty-three (33') on a parcel that abuts a road that does not extend the width of the parcel due to a bend in the road or the end of the road.
Section 3. Amending Section 8.01.03 (B) to the Pine County Subsurface Sewage Treatment Systems Ordinance to include:

iv. In the event of a bedroom addition, the system capacity complies to the state sewer code requirements for the total number of bedrooms in connected buildings including proposed additions.

Section 4. This Ordinance is in effect on November 16, 2017 or the day following publication, whichever occurs later.

Passed and approved this 7th day of November, 2017, by the Pine County Board of Commissioners.

Matthew W. Ludwig Chairman
Pine County Board of Commissioners

ATTEST:

David J. Minke
County Administrator

Notice of Public Hearing Published: October 26, 2017
Public Hearing: November 7, 2017
Adopted by County Board: November 7, 2017
Publication of Ordinance: November 16, 2017
Filed with County Recorder: November 17, 2017
Effective Date: November 17, 2017

Drafted By:
Pine County Land Services
635 Northridge Dr NW, Suite 250
Pine City, MN 55063
Minutes
of
Pine County Facilities Committee Meeting
Wednesday November 1, 2017, 9:00 a.m.
Pine County Courthouse
Pine City, Minnesota

Members present: Commissioner Matt Ludwig, Commissioner Steve Hallan (alternate for Commissioner Mohr)

Members Absent-excused: Commissioner Josh Mohr

Staff present: County Engineer Mark LeBrun, Building Maintenance Supervisor Pete Umbreit, Child Support Supervisor Jodi Blesener, IT Manager Ryan Findell, County Attorney Reese Frederickson and County Administrator David Minke.

Others present: Richard Fischer, Architect

Commissioner Ludwig called the meeting to order at 9:00 a.m.

Commissioner Hallan moved to approve the agenda. Second by Commissioner Ludwig. Motion carried 2-0.

Commissioner Ludwig moved to approve the Minutes from the October 11, 2017 Facility Committee meeting. Second by Commissioner Hallan. Motion carried 2-0.

1. Sandstone Building Project Update

Architect Richard Fischer reviewed the schematic drawing of the proposed building in Sandstone.

Commissioners and staff discussed the proposed building and options including:

- Integration of the reception space/veterans space. Consider adding employee access from veterans and WIC to the secure part of the building.
- Move the unisex toilet to be accessed off the public space.
- Eliminate the partition in the small conference room. There will be two interview rooms and the conference room which will serve as a third interview room.
- Consider eliminating the basement, or maintaining the basement for the mechanical only.
- Consider emergency egress from the large meeting room. Current plan has it going into the secured space.
- Eliminate the kitchenette and add sink/counter space in the large meeting room, expand the lunch room and add additional office.
- Reduce covered entrance to just covered sidewalk entrance, not drive/drop off area.
- Data closet needs to be behind two locked doors.
- Pete will meet with architect and mechanical engineer to discuss mechanical needs/issues.
Richard will update the schematic in the next week. Once the schematic design is completed, design development will start. Design development will include site plans, building elevations, etc. to determine what the building will look like.

January 1, 2018 is the target date to be working on final design/construction documents.

2. Short Term Lease Agreement
The county and East Central School District have a 20-year cooperative agreement on the John Wright Building. The cooperative agreement expires in March 2018. At the conclusion of the cooperative agreement, the ownership of the building will revert to Pine County. The district has requested to finish out the school year and proposes to vacate the building by June 30, 2018. **Motion** by Ludwig to recommend approval of the short-term lease with the East Central School District to allow the district to occupy the building until June 30, 2018. Second by Commissioner Hallan. Motion carried 2-0.

3. Project Updates
The bid for the HVAC for two floors at the PGC is $178,385. The work will not be completed over the winter. The consensus of the committee is to hold off until there is more certainty with the plans for the city of Pine City—whether they intend to stay at the Pine Government Center or move to another location.

The elevator upgrade is scheduled to start November 13 or 14, 2017 and last about three weeks. The elevator will be out of service during this time. The committee offered the use of the county board room to the city if they desired to move their council meetings during the period the elevator is not available.

With no further business, the meeting adjourned at 11:05 a.m.

The next Facilities Committee meeting is December 6, 2017.
MEMORANDUM OF AGREEMENT
BETWEEN EAST CENTRAL SCHOOLS ISD #2580 AND PINE COUNTY

I. DEFINITIONS
   a. “Facility” refers to the John Wright Building located at 130 Oriole St. E, Sandstone, MN 55072.
   b. “County” refers to Pine County, MN.
   c. “School District” refers to East Central ISD #2580.

II. BACKGROUND AND PURPOSE

   b. The parties presume that the State will release its interest in the Facility on or around the JPCA’s expiration in April 2018, but before June 30, 2018. Upon the State’s release of its interest, the ownership will revert entirely to the County (JPCA section 11.2(a)).

   c. The County does not anticipate using the Facility for County purposes after the expiration of the State’s interest and the JPCA, and is considering placing the property on the market for sale once it obtains full ownership. On January 15, 2016, the County provided notice (pursuant to JPCA section 11.2(b)) to the School District that it wishes the School District out of the Facility upon the release of the State’s interest, unless the School District expresses an interest in purchasing the Facility or remaining under an agreement.

   d. The School District wishes to occupy its Facility space until the end of the 2017-2018 school year.

   e. The purpose of this Memorandum of Agreement (MOA) is to memorialize terms for the School District to occupy its individual Facility space after the expiration of the JPCA and until June 30, 2018.

III. TERM
The term of this MOA shall begin on April 2018 or upon the release of the state’s interest, whichever is later, and end on June 30, 2018.

IV. DESIGNATED REPRESENTATIVES
   a. The County’s Designated Representative shall be David Minke or his designee.
b. The School District’s Designated Representative shall be Andrew M. Almos or his designee.

V. IMPROVEMENTS
a. The School District may at its own cost improve its individual Facility space, without approval of the County, so long as the improvement does not adversely affect the structure of the building, or adversely affect the County’s use of its individual Facility space. During or after this MOA’s term, the County will not reimburse the School District for improvements that the School District has made to the School District’s individual Facility space.

b. Improvements to common areas, the exterior of the Facility, the structure of the Facility, or any other portion of the Facility not comprising the individual spaces of the parties, or to the land, shall only be made after approval from the Boards of the parties. The costs of these improvements shall be shared as the parties agree.

VI. REPAIRS AND MAINTENANCE
a. The School District and the County shall be responsible for non-structural repairs and maintenance of their own individual Facility spaces. The parties have a duty to ensure that their individual Facility spaces are well maintained and that the general condition of those spaces do not substantially diminish during the term of this MOA. During or after this MOA’s term, the County will not reimburse the School District for repairs and maintenance that the School District has made to the School District’s individual Facility space.

b. Necessary repair and maintenance of the land, and necessary repair and maintenance of the common areas and other parts of the Facility not covered in section VI(a), shall be the responsibility of both parties and the cost shall be shared equally.

VII. UTILITIES
a. Phones and Computer: each party shall be responsible for the installation, costs and maintenance of its own phone and computer systems.

b. Electrical, heating and cooling, and water and sewer charges: the parties agree that electrical, heating and cooling, and water and sewer charges will be shared proportionately based on the number of square feet within the parties’ individual Facility spaces.

VIII. INSURANCE
a. The parties agree that the individual insurance coverage that existed under the JPCA will continue until June 30, 2018. This insurance includes:
i. Workers' compensation and employer's liability insurance with statutory limits covering all the party's employees;

ii. Commercial general public liability insurance and property insurance, naming the other party as an additional insured, in amounts not less that the statutory limits; and

iii. Personal property insurance covering the parties' personal property located within the Facility.

b. The parties will continue to share the cost of property insurance that covers the full replacement value of the Facility against fire and other hazards covered by the standard "all risk" form of policy.

IX. INDEMNIFICATION

a. The County shall hold harmless from and indemnify the School District against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments, or decrees because of any person or persons or property being damaged or injured by the County or its employees in any capacity, whether by negligence or otherwise.

b. The School District shall hold harmless from and indemnify the County against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments, or decrees because of any person or persons or property being damaged or injured by the School District or its employees in any capacity, whether by negligence or otherwise.

X. END OF TERM RESPONSIBILITIES

a. The School District shall vacate the Facility by June 30, 2018. All non-attached personal property owned by the School District or acquired by the School District during its occupancy must be removed from the Facility, unless the Designated Representatives have otherwise agreed in writing. The School District shall not damage any part of the Facility beyond normal wear and tear while removing property.

b. The School District must remove signage from the Facility or its land that belongs to the School District by June 30, 2018.

c. The School District or its designee may remove the garage by June 30, 2018. If the garage is removed prior to June 30, 2018, the location of the garage must be restored to the satisfaction of the Designated Representatives. If the garage remains after June 30, 2018, it becomes the property of the County.
School District sells the garage prior to its removal, a condition of the sale must state that the garage shall be removed by June 30, 2018.

d. Except for sections X(b) and X(c), any attached personal property or other structural components may be removed only by written agreement of the Designated Representatives.

e. The School District must remove all garbage and debris by June 30, 2018.

f. On or about June 30, 2018, the Designated Representatives shall perform a walkthrough of the Facility and land to ensure that the above conditions are satisfied. If both the Designated Representatives agree that a condition is not satisfied, the School District agrees to perform the condition.

g. Any property that remains after June 30, 2018 in the Facility or on its land, whether attached or non-attached, will become the property of the County without additional cost to the County, unless the Designated Representatives have otherwise agreed in writing.

h. If there is a remaining financial obligation owed by the School District after June 30, 2018, related to its occupancy of the Facility, including, but not limited to utility costs and maintenance or repair costs, the School District certifies that it will remain obligated after the term of this MOA, and will work to fulfill that obligation so that it does not impact the Facility's marketable title.

XI. DISPUTE RESOLUTION PROCEDURE

a. In the event of a dispute between the parties, the School District and the County will first attempt to resolve outstanding issues at a face-to-face meeting of the Designated Representatives.

b. If the subject dispute cannot be resolved under the procedure established above, the parties will engage in non-binding mediation through a mutually acceptable mediator. In the event the parties are unable to agree on a mediator, a mediator will be selected, through alternate striking, from a list of names of mediators provided by the Bureau of Mediation Services.

c. If the subject dispute cannot be resolved through mediation, the parties shall submit the matter to non-binding arbitration as follows:

   i. The arbitration shall consist of three members.

   ii. If the parties cannot agree on the composition of the arbitration panel, then they shall each prepare lists of three panel candidates and alternate striking names until a panel is selected.
d. No mediator or arbitrator shall be a resident of either the County or District. Nor shall a mediator or arbitrator be a current or former employee or officer of either party.

XII. **NOTICE**
All notices required under this MOA shall be in writing and sent by first class mail addressed to the administrative office of the other party. All notices shall be deemed given when delivery is accepted or when delivery is refused.

XIII. **AMENDMENTS**
This MOA shall not be amended except by written approval of the administrative boards of each party, or as otherwise stated within this MOA.

XIV. **CANCELLATION AND BREACH**
Given the short duration of this MOA, neither party may cancel it while it is in effect unless there has been a material breach of its terms. In the event of a material breach, the breach must be remedied within 30 days of notice as provided in section XII. If the breach is not remedied, this MOA may be terminated, but such termination shall not relieve the breaching party from any obligation under this MOA.

XV. **RENT**
Given the short duration of this MOA and the 20-year history of outstanding collaborations and relationships between the County and the School District during the JPCA, the School District will not be charged rent for the Facility. Any consideration under this MOA relates to the shared costs and labor in maintaining the Facility, as described above.

XVI. **CONDITION FOR VOIDANCE**
If the state does not release its interest prior to June 30, 2018, this MOA shall become void and unenforceable against either party. Further, the JPCA will remain in effect (JPCA Article Five) and this MOA shall not be considered a withdrawal from the JPCA by either party (JPCA Article Eleven).

IN WITNESS WHEREOF, the parties have caused this MOA to be executed as of the ____ day of ________, 2017, notwithstanding the date of the signatures of the parties.

**COUNTY OF PINE**
By: ____________________________
Matthew W. Ludwig, Chair
Pine County Board of Commissioners

**EAST CENTRAL ISD #2580**
By: ____________________________
Andrew M. Almos
Superintendent, East Central Public Schools
Dated: ________________________    Dated: ________________________

By: ____________________________    By: ____________________________
    David J. Minke
    County Administrator

Dated: ________________________    Dated: ________________________

APPROVED AS TO FORM

By: ____________________________
    Reese Frederickson
    County Attorney

Dated: ________________________
AGENDA REQUEST FORM

Date of Meeting: November 7, 2017

☐ County Board
☐ Consent Agenda
☒ Regular Agenda (5 mins. X 10 mins. ___ 15 mins. ___ Other ___)

☐ Personnel Committee
☐ Other __________

Agenda Item: Memorandums of Agreement for Health Insurance for 2018 and the Bidding of Dental and Vision Insurance

Department: Administration

Background information on Item:
The Negotiation Committee has met with the AFSCME union representing the Courthouse workers, Human Service workers, Highway Maintenance workers, and Sheriff’s Administrative workers. These groups met to bargain health insurance together and we have reached a tentative agreement on health insurance for 2018, 2019, and 2020. Since we have a tentative agreement, it makes sense to finalize these rates before open enrollment to simplify the enrollment process and provide clarity for employees on the county’s contribution to the cost of health insurance. The tentative agreement is the same as with other contracts settled for 2018 and beyond and is outlined on the attached Memorandum of Agreement (MOA).

During negotiations, we have also discussed dental and vision insurance. The county currently offers dental insurance, but there is no county contribution. Employees choosing dental insurance pay 100% of the premium. The groups have also asked the county to consider offering vision insurance.

The Negotiation Committee supports bidding the insurances to ensure competitive rates and to find out what is available for vision insurance. The attached MOA outlines the intent of the parties.

In addition to the four AFSCME-represented groups covered on this MOA, we have four other groups with contracts that expire at the end of 2017. Since we have worked out the parameters of the county’s position on insurance, and since the county will make the same offer to these other groups, I would like the board to consider delegating the authority to enter into a similar MOA for health insurance with the other groups. For those groups that are interested, it would allow for insurance amounts to be known during open enrollment.

Action Requested:
Delegate to the County Administrator the authority to enter into the following Memorandums of Agreement as presented with the AFSCME units:

A. setting the county’s insurance contribution amount for 2018, 2019, and 2020;

B. negotiating health insurance on the same terms with any other bargaining unit with a contract expiring at the end of 2017; and

C. bidding out of dental and vision insurance to ensure competitive rates and determine available policies.
MEMORANDUM OF AGREEMENT
BETWEEN
THE COUNTY OF PINE
AND
AFSCME MN COUNCIL 65, LOCAL #1647, AFL-CIO representing:
• Courthouse Unit
• Human Services Unit
• Highway Maintenance Unit
• Sheriff’s Administrative Support Unit

Whereas, Pine County and AFSCME MN COUNCIL 65, have various labor agreements relating to the above units;

Whereas, the parties are in good faith actively negotiating contracts to be effective January 1, 2018, and;

Whereas, the parties have reached a tentative agreement relating to health insurance.

NOW, THEREFORE, it is agreed between the parties:

1. For 2018, the county contribution shall be as show on Attachment A.

2. For 2019 and 2020, the agreement on insurance shall be:
   a. Maintain plan names (CMM 1500, HSA, VEBA) as in the existing contracts.
   b. County will pay 100% of the increase on the CMM 1500 plan up to an 8% increase each year. If the increase is more than 8% in either year the parties agree to reopen negotiations on the amount over 8%.
   c. 2019 & 2020 family premium. County will cover 70% of the premium increase for the CMM 1500 plan. Same dollar amount for other family plans divided between premium and savings.
   d. 2018 & 2019. If the premium amount decreases, the employer and employee shall split the decrease on the amount contributed to the premium 50/50 to the extent that the employee and county contribute to the premium.

Pine County:

David J. Minke
County Administrator
Date:

Courthouse Unit

By:

Date:

Memorandum of Agreement – Health Insurance
Memorandum of Agreement – Health Insurance
### 2018 Monthly Health Insurance Premiums with Blue Cross Blue Shield

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<th>County Contributions</th>
<th>Employee Deductions</th>
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</table>

*Prorated based on month of enrollment.
MEMORANDUM OF AGREEMENT
BETWEEN
THE COUNTY OF PINE
AND
AFSCME MN COUNCIL 65, LOCAL #1647, AFL-CIO representing:

• Courthouse Unit
• Human Services Unit
• Highway Maintenance Unit
• Sheriff's Administrative Support Unit

Whereas, Pine County and AFSCME MN COUNCIL 65, have various labor agreements relating to the above units;

Whereas, the parties are in good faith actively negotiating contracts to be effective January 1, 2018;

Whereas, Pine County provides optional dental insurance which employees can purchase at their own expense, and;

Whereas, Pine County and AFSCME desire to explore the cost of vision insurance.

NOW, THEREFORE, it is agreed between the parties:

1. Pine County will bid out dental insurance for coverage starting in 2019. County employees pay 100% of the premium for the optional coverage.

2. Pine County will bid out vision insurance for coverage starting in 2019. The county, at its sole discretion, may decide to offer vision insurance to employees. Vision insurance shall be at the sole cost of the employee.

3. Pine County will hold at least one insurance committee meeting to discuss dental and vision insurance.
4. This Memorandum of Agreement shall establish no past practice or change any language in a collective bargaining agreement.

Pine County:

David J. Minke
County Administrator
Date: ____________________

Courthouse Unit

By: ____________________
Date: ____________________

Human Services Unit

By: ____________________
Date: ____________________

Highway Maintenance Unit

By: ____________________
Date: ____________________

Sheriff's Administrative Support Unit

By: ____________________
Date: ____________________

AFSCME Staff Representative

By: ____________________
Date: ____________________
AGENDA REQUEST FORM

Date of Meeting: November 7, 2017

☐ County Board
☐ Consent Agenda
☒ Regular Agenda

☐ Personnel Committee
☐ Other

Agenda Item: Courthouse Security Grant

Department: Administration

Department Head signature

Background information on Item:

In March 2017, the county applied to the state of Minnesota for a Safe and Secure Courthouse Initiative Security Grant. In June, the County was notified it was awarded the grant. Attached is the grant agreement. Sheriff Nelson is the county’s authorized representative with the State of Minnesota.

The grant will pay one-half of the cost of the security assessment for the courthouse. The county has arranged for the Minnesota Sheriff’s Association to complete the assessment. In addition to the courthouse, the project will include a security assessment of the Pine Government Center (PGC). This additional survey at the PGC will cost $1,000 and is a county cost (no grant funds).

Sheriff Nelson is the project lead and will authorize and oversee the work of the Minnesota Sheriff’s Association to complete the security assessment.

Action Requested:

Approve the Safe and Secure Courthouse Initiative Grant Agreement with the State of Minnesota and authorize the board chair and county administrator to sign the agreement.
STATE OF MINNESOTA
SAFE AND SECURE COURTHOUSE INITIATIVE GRANT AGREEMENT

This grant agreement is between the State of Minnesota, acting through its State Court Administrator’s Office, (“State”) and Pine County, 635 Northridge Dr., Pine City, MN 55063

Recital

1. Under Minnesota Laws 2016, chapter 189, article 4, section 2, the state is empowered to enter into this grant.
2. The intent of the Safe and Secure Courthouse Initiative is to improve the safety and security of courthouses and other facilities where court proceedings are held, including but not limited to courthouse security assessments, training, equipment purchases, and equipment upgrades.
Grantee requested Safe and Secure Courthouse Initiative grant funds and was awarded funds based on the following criteria: demonstrate a strong commitment on the part of leadership in each court building to the fundamentals of courthouse security; demonstrate a strong desire to put in place effective measures in the pursuit of sound courthouse security; and begin the process of improving courthouse security or implement an essential step to move toward an effective level of security.
3. The Grantee will provide a 50% match for the project.
4. The Grantee represents that it is duly qualified to perform all duties described in this grant agreement.

Grant Agreement

1. Term of Grant Agreement

   Effective Date: This agreement is effective November 15, 2017 or when all signatures are fully executed, whichever occurs later.

   Expiration Date: June 1, 2018.


2. Grantee’s Duties

   The Grantee, who is a governmental entity, will
   • complete the projects with the duties and approximate due dates as defined in the attached grant agreement exhibit A which is a nonpublic document.
   • submit a Final Report showing the project details and the amount of the actual expenditures within 60 days of completion of the project, but no later than August 1, 2018.
   • comply with all requests for information from the Grant Program Manager in a timely fashion and in the format requested, including full compliance with Minnesota Judicial Branch Policy 204(b) Outgoing Grants Management Procedures.
   • use the funds only for the project expenses identified in grant agreement exhibit A, unless further authorized by the State. All funds not expended shall be returned to the State Court Administrator within 60 days of completion of the project but no later than August 1, 2018.

3. Time

   The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence. The goal is to meet the project dates as described in the Grant Application but no later than June 1, 2018.

4. Consideration and Payment

   4.1 Consideration. The State will pay for 50% of the services performed by the Grantee under this grant agreement in an amount not to exceed $2,500.00. No state funds will be used for the purchase of alcohol. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State’s prior written approval for out of state travel.

   4.2 Payment. Grant funds will be paid in one payment upfront once the agreement is fully executed.

5. Conditions of Payment

   All services provided by the Grantee under this grant agreement must be performed to the State’s satisfaction, as determined at the sole discretion of the State’s Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. All funds not expended shall be returned to the State Court Administrator. Any funds expended not in compliance with the grant application must be repaid to the State Court Administrator.

6. Authorized Representative

   The State’s Authorized Representative is Janet Marshall, State Court Administration, Suite 130, MN Judicial Center, 25 Rev. Dr. Martin Luther King, Jr. Blvd., Saint Paul, MN 55155, 651-297-7579 and has the responsibility to monitor the Grantee’s performance and the authority to accept the services provided under this grant agreement.

   The Grantee’s Authorized Representative is Sheriff Jeff Nelson, (320) 629-8380. If the Grantee’s Authorized Representative changes at any time during this agreement, the Grantee shall provide the State with a copy of the new notice within 10 days of the change in name or contact information.

Rev. 2/8/12 Page 1 of 3 SCAO/ Master Contract Form (non-technology related)
grant agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Waiver, and Grant Agreement Complete

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

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

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

7.4 Grant Agreement Complete. This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Liability

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

9. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Grantee’s books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the State and or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of the grant agreement. These same records are also subject to examination by the Judicial Branch internal auditor.


10.1 The Grantee and State must comply with the Rules of Public Access to Records of the Judicial Branch, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement.

11. Worker’s Compensation

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

12. Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State’s Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant application.

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

13. Governing Law, Jurisdiction, and Venue

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

14. Data Disclosure

Under Minn. Stat. §270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.
IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

1. Grantee:

Grantee certifies that the appropriate persons have executed the agreement on behalf of Grantee as required by applicable articles, by-laws, resolutions or ordinances. (If a corporation with more than one individual serving as corporate officer, two corporate officers must execute)

By

Title

Date

By

Title

Date

(reserved)

2. STATE:

Person signing certifies that applicable procurement policies have been followed. Where contracts or agreements and amendments exceed $50,000, signature of State Court Administrator or her/his Deputy is also required.

By

Title

Date

By

Title

Date

(reserved)

3. Funds have been encumbered as required by State Court Finance Policy by:

By

Title

Date

Contract No.

Purchase Order No.

(reserved)

4. Approved as to form and execution for STATE by:

By

Title

Date