AGENDA

PINE COUNTY BOARD MEETING

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

Tuesday, October 2, 2018
Board Room, Pine County Courthouse
Pine City, 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 September 18, 2018 County Board Meeting and Summary for publication
F) Approve Minutes of the September 25, 2018 Special Meeting-Budget Meeting
G) Minutes of Boards, Reports and Correspondence
   Pine County Land Surveyor Monthly Report – September 2018
H) Approve Consent Items

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

1. September 2018 Disbursements

2. Local Option Disaster Abatement
   Consider approval of an Application for Local Option Disaster Abatement for Lester Lowe, 314 Pokegama Avenue W, Henriette. PID 39.0006.000, pay 2018.

3. Repurchase of Tax Forfeited Land
   Consider approval of:
B. Resolution 2018-53 for the repurchase of tax forfeited land with a 10-year contract for Daniel Roethler. PID 44.5071.000.
C. Resolution 2018-54 for the repurchase of tax forfeited land, in full, for Brian J. Scanlan. PID 25.0285.001
Authorize Board Chair and County Auditor to sign.

4. **Tax Forfeited Land Auction**
   Total monies received for the sale of tax-forfeited land at the land auction on September 21, 2018 was $627,820. Twenty-two tracts out of 37 tracts were sold. Remaining unsold properties remain available for sale over the counter at the Auditor’s Office. Informational only.

5. **Budget Adjustment**
   Consider approval of the following budget adjustment:
   - Line item 12-420-600-0010-6299 from $45,500 to $5,500
   - Line item 12-420-600-0010-6297 from $0 to $40,000
No financial impact to these changes, merely accounting for the expenses in the appropriate places within the HHS budget.

6. **Northeast MN Regional Advisory Committee (RAC) 2018 Bylaws**
   Consider approval of the 2018 Northeast MN Regional Advisory Committee (RAC) Bylaws and authorize Board Chair to sign.

7. **Reappointment of Medical Examiner**
   Consider approve of Resolution 2018-51 for the appointment of Dr. A. Quinn Strobl as medical examiner for Pine County effective January 1, 2019 through December 31, 2021.

8. **Agreement of Institutional and Program Affiliation with University of Minnesota**
   Consider approval to enter into an Agreement of Institutional and Program Affiliation with the Regents of the University of MN through its School of Nursing. This agreement with allow jail Mental Health Practitioner Christine Dresel to act as a preceptor for an advanced practice nursing student for the spring of 2019 semester. There is no financial impact. Authorize Board Chair and County Administrator to sign.

9. **Personnel (Full-Time Status/Completion of Probationary Period)**
   Consider approve of regular employment status to PHN Sarah Johnson, effective October 10, 2018.

10. **Training**
   A. Consider Probation Director Terry Fawcett to attend the AMC Annual Conference, December 3-4, 2018, Bloomington, Minnesota. Registration: $375; Lodging: $115 plus tax; Meals: provided by conference. Total cost: $490. Funds are available in the 2018 Probation budget.
   B. Consider attendance by Administrator David Minke and any County Commissioners wishing to attend, the AMC Annual Conference, December 3-4, 2018, Bloomington, Minnesota. Registration: $375 each; Lodging: $263.42 (2 nights at $115 plus tax); Meals: provided by conference. Funds are available in the respective budgets.
   C. Consider Community Health Services Administrator Samantha Lo and Public Health Educator Hailey Freedlund to attend the annual MN Prevention Program Sharing Conference, October 25-26, 2018, in St. Cloud. Registration: $80 ($160 total), Meals: approx. $41 ($82 total), Accommodations: $222 total, Travel: $98 total. Total costs: $562. All expenses
associated with the conference will be reimbursed by the Planning and Implementation Grant, as the grant requires coalition members to attend this conference.

D. Consider Financial Workers Judith Tengwall, Bev Olson, Colleen Nelson, Anne Stitt and Sandra Larson to attend the annual MN Financial Worker and Case Aide Association Conference, October 24-26, 2018 in Plymouth. Registration: $370/person ($1,850 total), Meals: included in registration, Accommodations: $110/person ($440 total), Travel: $155. Total costs: $2,445. Funds are available in the 2018 HHS budget.

REGULAR AGENDA

1. Shoreland Ordinance Amendments Public Hearing – to commence at 10:00 a.m. or as soon thereafter is 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 2018-50 Amending the Pine County Shoreland Management Ordinance.

2. Technology Committee
   The Technology Committee met on September 25, 2018. Minutes attached. Informational Only. No action necessary.

3. 2017 Financial Statement
   Consider formal acceptance of the 2017 Financial Statement and authorize publication.

4. Willow River Transfer Station Project
   Consider authorizing Land Services Director Kelly Schroeder to purchase DNR owned property (PID 31.0208.000) pending a Memorandum of Agreement of the operation of the transfer station with Sturgeon Lake Township at their October 11th meeting.

5. Noxious Weed and Invasive Plant Grant Program
   Consider authorizing the Land Services Department to apply for a $20,000 grant to hire an intern and purchase herbicide. The intern will work with private and public landowners to treat meadow knapweed and spotted knapweed within Dell Grove and Pine Lake townships. The intern will be under the supervision of the Land and Resources Manager.

6. Commissary Partnership Agreement
   Consider approval of Commissary Partnership Agreement between the Pine County jail and Summit Foods to provide expanded commissary services. There is no cost to the county; the commission for the jail will remain at the current rate of 27 percent. Authorize Board Chair to sign.

7. Community Coach Memorandum of Understanding
   Consider approval of the 2019 Memorandum of Understanding between the Mille Lacs Band of Ojibwe and Pine County relative to the Cultural Community Coach. Authorize Board Chair and County Administrator to sign.

8. Commissioner Updates
   Solid Waste Tour – Carlton County
Arrowhead Counties Association
Snake River Watershed
Minnesota Department of Human Services, MLBO meeting
NLX – meeting cancelled
Central MN Council on Aging (Executive Committee)
Public Health Advisory Committee
Arrowhead Transit
Northeast Emergency Communications Board
Lakes & Pines annual meeting
Other

9. Other

10. Upcoming Meetings (Subject to Change)
   a. Pine County Board Meeting, Tuesday, October 2, 2018, 10:00 a.m., Board Room, Courthouse, Pine City, Minnesota.
   b. Special Meeting: Auditor-Treasurer Interviews, Wednesday, October 3, 2018, 8:00 a.m., Board Room, Courthouse, Pine City, Minnesota.
   c. Facilities Committee, Thursday, October 4, 2018, 9:00 a.m., Job Trailer at North Pine Government Building Site, 1602 Hwy. 23, Sandstone, Minnesota.
   d. Central MN Council on Aging (regular board meeting), Thursday, October 4, 2018, 10:00 a.m., 250 Riverside Avenue No., Suite 300, Sartell, Minnesota.
   e. East Central Regional Juvenile Center, Thursday, October 4, 2018, 12:15 p.m., 7565 Fourth Avenue, Lino Lakes, Minnesota.
   f. East Central Solid Waste Commission, Monday, October 8, 2018, 9:00 a.m., 1756 180th St., Mora, Minnesota.
   g. East Central Regional Library, Monday, October 8, 2018, 9:30 a.m., Cambridge Public Library, 244 South Birch, Cambridge, Minnesota.
   h. Pine County Chemical Health Coalition, October 8, 2018, 2018, 3:00 p.m., Hinckley-Finlayson High School, Hinckley, Minnesota.
   i. Personnel Committee, Tuesday, October 9, 2018, 9:00 a.m., Commissioners’ Conference Room, Courthouse, Pine City, Minnesota.
   j. State Community Health Services Advisory Committee quarterly meeting, Wednesday, October 10, 2018, 10:00 a.m., Cragun’s Conference Center, Brainerd, Minnesota.
   k. Community Health Conference, October 11-12, 2018, Cragun’s, Brainerd, Minnesota.
   l. Soil & Water Conservation District, Thursday, October 11, 2018, 9:00 a.m., John Wright Building, 130 Oriole Avenue, Sandstone, Minnesota.
   m. Law Library, Thursday, October 11, 2018, 12:00 p.m., Law Library, Courthouse, Pine City, Minnesota.
   n. Joint Boards meeting, Thursday, October 11, 2018, 6:00 p.m., Jury Assembly Room, Courthouse, Pine City, Minnesota.
   o. Pine County Coalition of Lake Associations (COLA) meeting, Friday, October 12, 2018, 9:00 a.m., Soil & Water Conservation District Conference Room, 130 Oriole Street East, Sandstone, Minnesota.
   p. Lakes & Pines Community Action Council, Monday, October 15, 2018, 10:00 a.m., 1700 Maple Avenue E., Mora, Minnesota.
   q. Pine County Board Meeting, Tuesday, October 16, 2018, 10:00 a.m., Pine County History Museum, 6333 H C Andersen Alle, Askov, Minnesota.

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

The Pledge of Allegiance was said.

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

Chair Hallan called for revisions to the Agenda.

1. Additional information provided for Regular Agenda Item #1, Audubon Center of the North Woods $80,000 Revenue Note
2. Addition: Regular Agenda Item #8A: Other: 2019 Budget Update
Commissioner Ludwig moved to approve the amended Agenda. Second by Commissioner Mohr. Motion carried 5-0.

Commissioner Mikrot moved to approve the Minutes of the August 30, 2018 Special Meeting-Committee of the Whole (Budget). Second by Commissioner Chaffee. Motion carried 5-0.

Commissioner Mohr moved to approve the Minutes of the September 4, 2018 board meeting and Summary for publication. Second by Commissioner Mikrot. Motion carried 5-0.

Commissioner Mikrot moved to approve the Minutes of the September 12, 2018 Special Meeting-Committee of the Whole (Budget). Second by Commissioner Mohr. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence

City of Sandstone Wellhead Protection Program
East Central Regional Library Minutes – August 13, 2018
Pine County Chemical Health Coalition Minutes – September 10, 2018
Motion by Commissioner Ludwig to acknowledge the Minutes of Boards, Reports and Correspondence. Second by Commissioner Mikrot. Motion carried 5-0.

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

**CONSENT AGENDA**

1. **Review August, 2018 Cash Balance**

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<th>August 31, 2018</th>
<th>Increase(Decrease)</th>
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<td>General Fund</td>
<td>4,552,280</td>
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<tr>
<td>Health and Human Services Fund</td>
<td>872,747</td>
<td>1,725,200</td>
<td>852,453</td>
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2. **Application for Abatement**  

3. **Application for Exempt Permit**  
Approve Application for Exempt Permit from Quad River Chapter of the MN Deer Hunters Association to conduct Minnesota lawful gambling on October 13, 2018 at Doc’s Sports Bar and Grill Pavilion, 34427 Majestic Pine Drive, Sturgeon Lake, MN (Windermere Twp.).

4. **Liquor License**  
Approve a temporary liquor license for YMCA Camp Miller, October 25-28, 2018.

5. **Restrict/Commit Certain Accounts for Financial Purposes**  
A. Designate election-related revenues and expenditures as “Committed”.
B. Designate funds received from the Mille Lacs Band Foundation for the Community Coach Program as “Restricted”.

6. **Donation**  
Accept a $200 donation from the Sandstone Area Chamber of Commerce and designate to the Pine County Sheriff’s Reserve Fund; this donation will be used to offset the cost of uniforms, training and equipment.

7. **MPCA Subsurface Sewage Treatment Systems (SSTS) Program Grant Agreement**  
Approve fiscal year 2019 Minnesota Pollution Control Agency Subsurface Sewage Treatment Systems Program Grant Agreement and authorize Board Chair and County Administrator to sign.

8. **Personnel/Termination of Employee**  
Ratify the termination of Social Worker Jenny Morrison, effective September 11, 2018.

9. **Training**  
B. Approve Probation Director Terry Fawcett to attend the 85th Annual Minnesota Corrections Association Fall Training Institute, October 24-26, 2018, in Duluth. Registration: $350. No other expenses.
C. Approve RN Kelsi Ervin and LPN Stephanie Larson to attend the 2018 Immunization Conference, November 1-2, 2018, in Minneapolis. Registration: $225 total, Travel: $70, Total cost: $295. The expenses for attendance at this conference will be paid by the Child and Teen Check-up Outreach grant.
D. Approve Health & Human Services employees Brenda Danielson, Wendy Bloom, Samantha Ekeroth, Jan Chaffee, Nancy Johnson and Heidi Burton to attend the St. Louis County Health
& Human Services Conference, October 11-12, 2018, in Duluth. Registration: $405 for all employees, Travel: county car used for some, other mileage approx. $109, Total cost: Approx. $514.

REGULAR AGENDA

1. **Public Hearing - Audubon Center of the North Woods**
   Attorney Christopher Virta, with Fryberger, Buchanen, Smith & Frederick, P.A.. stated the Audubon Center of the North Woods is looking for financing to complete construction and equipping improvements to the Audubon’s facilities and Northview Bank has agreed to provide the financing. By proceeding with financing through bank-qualified tax-exempt conduit revenue bonds, the Audubon Center is able to obtain financing at a lower cost.
   Chair Hallan opened the public hearing at 10:05 a.m. for public comment. There being no public comment, the hearing was closed at 10:06 a.m.
   **Motion** by Commissioner Chaffee to approve of Resolution 2018-49 Approving the Issuance and Sale of an $80,000 Revenue Note, Series 2018 and authorize Board Chair and County Administrator to sign. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan:
   - District 1: Chair Hallan: Aye
   - District 2: Commissioner Mohr: Aye
   - District 3: Commissioner Chaffee: Aye
   - District 4: Commissioner Mikrot: Aye
   - District 5: Commissioner Ludwig: Aye
   Motion carried 5-0.

2. **Insurance Committee Report**
   Commissioner Ludwig provided an overview of the September 5, 2018 Insurance Committee meeting. It was the recommendation of the Insurance Committee to accept the revised 2019 Blue Cross Blue Shield health insurance renewal rates. Bariatric surgery and infertility treatment will no longer be covered, and prescription coverage through CVS Pharmacies will be removed from all plans. In 2019 the county will offer five health insurance plans: CMM 1500, VEBA, HSA, HSA Access and HSA High Value Network. At the end of 2019 the county will remove one plan (the plan with the least employee enrollment, or by a Memorandum Of Agreement if other), bringing the number of health plans offered to four.
   **Motion** by Commissioner Ludwig to approve the Insurance Committee recommendations to accept the revised 2019 Blue Cross Blue Shield health insurance renewal rates. Second by Commissioner Chaffee. Motion carried 5-0.

3. **Personnel Committee**
   Commissioner Chaffee provided an overview of the September 11, 2018 Personnel Committee meeting. The Personnel Committee made the following recommendations:
   A. **Sheriff’s Office**
      Acknowledge the resignation of Katie Vork and approve the hiring of a part-time sheriff’s secretary.
   B. **Land Department**
      Authorize the reorganization of the Land Department to move it to the Land Services Department, effective October 1, 2018. Section 1.8 of the county’s Policies and Procedure manual requires county board approval to reorganize a department.
Motion by Commissioner Chaffee to approve the recommendations of the Personnel Committee. Second by Commissioner Ludwig. Motion carried 5-0.

4. **Mille Lacs Band of Ojibwe Donation**
Pine County received a $25,000 donation from the Mille Lacs Band of Ojibwe for the funding of a one-half position Cultural Community Coach for 2019. The board thanked Shena Matrious, Public Relations Coordinator the Mille Lacs Band of Ojibwe for this donation and expressed appreciation for the collaborative effort being made on behalf of the children of Pine County.

5. **Essentia Health Fiscal Year 2018 Annual Report**
Essentia Health Director of Ambulance Services Joe Newton provided the Fiscal Year 2018 Annual Report, providing information as to financial status, staffing, projects, equipment and new purchases. Discussion was had regarding call volume and response time, transporting of patients, and community EMT/first responder service.

6. **Initiative Foundation**
Matt Varilek, President and Chief Operating Officer of the Initiative Foundation, updated the board on programs offered and impacts on Pine County. The Initiative Foundation 2019 budget request is $7,450, the same amount as the 2018 appropriation.

7. **Commissioner Updates**
- **Zoning Initiative:** Commissioner Ludwig stated good discussion took place with local farmers who farm rental property(ies).
- **Soil & Water Conservation District:** Commissioner Ludwig stated the forester and stewardship programs continue to grow.
- **Central Minnesota Council on Aging:** Chair Hallan stated the audit has been completed and the Council on Aging received a clean audit. The 2019 budget was also discussed.
- **East Central Solid Waste Commission (ECSWC):** Chair Hallan stated ECSWC purchased a truck to assist when the contracted trucking firm is unable to keep up with demand. ECSWC also has an opportunity to purchase adjoining property to the Cambridge Solid Waste Transfer Station.
- **East Central Regional Library:** Commissioner Mohr stated strategic plan topics were discussed. The 2019 budget was also discussed.
- **Pine County Chemical Health Coalition:** Commissioner Mikrot stated a $750 donation request was received; new billboards are in place; underage drinking sticker campaign will start soon; and frequency of compliance checks on liquor establishments was discussed.
- **MN Association of County Surveyors:** Commissioners unable to attend.
- **Audit Exit Conference:** Chair Hallan stated the audit was complete with a clean audit (unmodified opinion), with a note that one HHS program had a deficiency (DHS guidelines are unclear).
- **Central MN Jobs and Training Service:** Chair Hallan stated the unemployment rate in Pine County is low, however several businesses in other counties are laying off employees.
- **Lakes & Pines Community Action Council:** HHS Director Becky Foss attended.
- **Other:** None.

8. **Other**

8A. **2019 Budget Update**
Administrator Minke provided an update on the preliminary 2019 budget. The budget, coming out of the Budget Committee meeting on September 12, 2018, was out of balance by approximately $1.7 million. Using a 4.5% levy increase and eliminating many of the budget
requests, the deficit could be reduced to approximately $200,000. It was the consensus of the commissioners to continue to review the budget and hold a Special County Board meeting on September 25, 2018 to review the budget and make recommendations for additional cuts.

9. **Upcoming Meetings**
   Upcoming meetings were reviewed.

10. **Adjourn**
    With no further business, Chair Hallan adjourned the meeting at 10:55 a.m. The next regular meeting of the county board is scheduled for Tuesday, October 2, 2018 at 10:00 a.m. at the Pine County Courthouse, 635 Northridge Drive NW, Pine City, Minnesota.

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

The Pledge of Allegiance was said.

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

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

Commissioner Mikrot moved to approve the Minutes of the August 30, 2018 Special Meeting-Committee of the Whole (Budget). Second by Commissioner Chaffee. Motion carried 5-0.

Commissioner Mohr moved to approve the Minutes of the September 4, 2018 board meeting and Summary for publication. Second by Commissioner Mikrot. Motion carried 5-0.

Commissioner Mikrot moved to approve the Minutes of the September 12, 2018 Special Meeting-Committee of the Whole (Budget). Second by Commissioner Mohr. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence
  City of Sandstone Wellhead Protection Program
  East Central Regional Library Minutes – August 13, 2018
  Pine County Chemical Health Coalition Minutes – September 10, 2018
Motion by Commissioner Ludwig to acknowledge the Minutes of Boards, Reports and Correspondence. Second by Commissioner Mikrot. Motion carried 5-0.

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

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<td>852,453</td>
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<tr>
<td>Road and Bridge Fund</td>
<td>5,190,466</td>
<td>3,280,646</td>
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<td>Land Management Fund</td>
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<td>TOTAL (inc non-major funds)</td>
<td>13,897,096</td>
<td>13,672,792</td>
<td>(224,304)</td>
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Approve Application for Exempt Permit from Quad River Chapter of the MN Deer Hunters Association to conduct Minnesota lawful gambling on October 13, 2018 at Doc’s Sports Bar and Grill Pavilion, 34427 Majestic Pine Drive, Sturgeon Lake, MN

Approve a temporary liquor license for YMCA Camp Miller, October 25-28, 2018.

Designate election-related revenues and expenditures as “Committed”.
Designate funds received from the Mille Lacs Band Foundation for the Community Coach Program as “Restricted”.

Accept a $200 donation from the Sandstone Area Chamber of Commerce and designate to the Pine County Sheriff’s Reserve Fund; this donation will be used to offset the cost of uniforms, training and equipment.

Approve fiscal year 2019 Minnesota Pollution Control Agency Subsurface Sewage Treatment Systems Program Grant Agreement.

Ratify the termination of Social Worker Jenny Morrison, effective September 11, 2018.

Approve Human Resources Manager Jackie Koivisto to attend the Minnesota Counties Human Resource Management Association Conference. Total cost: $649.
Approve Probation Director Terry Fawcett to attend the 85th Annual Minnesota Corrections Association Fall Training Institute. Registration: $350.
Approve RN Kelsi Ervin and LPN Stephanie Larson to attend the 2018 Immunization Conference. Total cost: $295. The expenses for attendance at this conference will be paid by the Child and Teen Check-up Outreach grant.
Approve Health & Human Services employees Brenda Danielson, Wendy Bloom, Samantha Ekeroth, Jan Chaffee, Nancy Johnson and Heidi Burton to attend the St. Louis County Health & Human Services Conference. Total cost: Approx. $514.

Public Hearing - Audubon Center of the North Woods
Attorney Christopher Virta, representing the Audubon Center of the North Woods, described the project. By proceeding with financing through bank-qualified tax-exempt conduit revenue bonds. The county has no fiscal risk or obligation.
Chair Hallan opened the public hearing at 10:05 a.m. for public comment. There being no public comment, the hearing was closed at 10:06 a.m.
Motion by Commissioner Chaffee to approve of Resolution 2018-49 Approving the Issuance and Sale of an $80,000 Revenue Note, Series 2018 and authorize Board Chair and County Administrator to sign. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan:
District 1: Chair Hallan: Aye
District 2: Commissioner Mohr: Aye
District 3: Commissioner Chaffee: Aye
District 4: Commissioner Mikrot: Aye
District 5: Commissioner Ludwig: Aye
Motion carried 5-0.
Motion by Commissioner Ludwig to approve the Insurance Committee recommendations to accept the revised 2019 Blue Cross Blue Shield health insurance renewal rates. Second by Commissioner Chaffee. Motion carried 5-0.

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

Administrator Minke provided an update on the preliminary 2019 budget. It was the consensus of the commissioners to continue to review the budget and hold a Special County Board meeting on September 25, 2018 to review the budget and make recommendations for additional cuts.

With no further business, Chair Hallan adjourned the meeting at 10:55 a.m. The next regular meeting of the county board is scheduled for Tuesday, October 2, 2018 at 10:00 a.m. at the Pine County Courthouse, 635 Northridge Drive NW, Pine City, Minnesota.

Stephen M. Hallan, Chair
Board of Commissioners

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

The full text of the board’s Minutes are available at the County Administrator’s Office and the county’s website (www.co.pine.mn.us). Copies may also be requested from the administrator’s office.
Chair Steve Hallan called the meeting to order at 10:00 a.m. Present were Commissioners Josh Mohr, Steve Chaffee, John Mikrot, Jr, and Matt Ludwig. Also present was County Administrator David Minke.

The pledge of allegiance was said.

Chair Hallan requested the following revision to the Agenda: Additional budget information provided.

Motion by Commissioner Ludwig to approve the amended agenda. Second by Commissioner Mohr. Motion carried 5-0.

Commissioners discussed the preliminary 2019 budget and property tax levy. A preliminary levy of $18,790,664 is a 4.9% increase from 2018. The consensus of the commissioners was to remove budgetary items previously identified, and work with staff to make substantive reductions in departmental budgets such that the final levy is no more than a 4.5% increase.

Motion by Commissioner Chaffee to set the 2019 preliminary budget at $18,790,664. Second by Commission Mohr. Motion carried 5-0

With no further business, the meeting adjourned at 10:06 a.m.

_____________________________  _______________________________
Stephen M. Hallan, Chair                  David J. Minke, Administrator
Board of Commissioners                  Clerk to County Board
PINE COUNTY PUBLIC WORKS

HIGHWAY DEPARTMENT
405 Airport Road NE
Pine City, MN 55063

Telephone 320-216-4200
Fax: 320-629-6736
1-800-450-7463 Ext. 4200

Mark A. LeBrun, P.E.
County Engineer

Pine County Land Surveyor Monthly Report

September 2018

CSAH 1, T38N R22W search for, set and GPS ROW corners and private property corners, search for, tie out and GPS PLSS corners, update files.

CR 102, Greely, T38N R22W search for, set and GPS ROW corners and private property corners, update files.

CSAH 46, T45N R21W set GPS control, search for, set and GPS ROW corners and private property corners, update files.

CR 174, T45N R18W search for, set and GPS private property corners, update files.

CSAH 6, T38N R21W and R22W search for, set and GPS ROW corners and private property corners, search for, set, tie out and GPS PLSS corners, update files.

CSAH 52, T45N R20W search for, set and GPS ROW corners and private property corners, update files.

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 PLSS corner certificates created by County Surveyor as needed.

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

Robin T. Mathews, Pine County Surveyor
AGENDA REQUEST FORM

Date of Meeting: October 2, 2018

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

☐ Personnel Committee
☐ Other __________

Agenda Item: September, 2018 Disbursements

Department: Auditor-Treasurer

Department Head signature

Background information on Item:

Action Requested:

Financial Impact:
### Recap by Fund

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### Recap by Type

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<tbody>
<tr>
<td>1</td>
<td>3,427,354.68</td>
<td>AUD</td>
</tr>
<tr>
<td>2</td>
<td>317,679.06</td>
<td>COM</td>
</tr>
<tr>
<td>3</td>
<td>998.20</td>
<td>MVC</td>
</tr>
<tr>
<td></td>
<td><strong>3,744,035.54</strong></td>
<td>Total Disbursements</td>
</tr>
</tbody>
</table>
AGENDA REQUEST FORM

Date of Meeting: October 2, 2018

☑ County Board
☐ Consent Agenda
☐ Regular Agenda

☐ Personnel Committee
☐ Other

Agenda Item: Application for Local Option Disaster Abatement

Department: Auditor-Treasurer

Department Head signature

Background information on Item:
Lester Lowe, 314 Pokegama Ave W, Henriette, PID 39.0006.000, pay 2018

Action Requested:

Financial Impact:
Application for Local Option Disaster Abatements and Credits

Pine County

If your property has been damaged or destroyed by a natural disaster 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, whether it is located within a declared disaster or emergency area, the amount of damage sustained, 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.

<table>
<thead>
<tr>
<th>Last Name</th>
<th>First Name</th>
<th>M.I.</th>
<th>Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lowe</td>
<td>Lester</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address - Street</th>
<th>City/Town</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>314 Pokegama Ave W</td>
<td>Henriette</td>
<td>MN</td>
<td>55036</td>
</tr>
</tbody>
</table>

Telephone (Work) | Telephone (Home) |
-----------------|------------------|
320-703-9590     |                  |

Property ID or Parcel Number (found on your property tax statement)
39.0006.000

Address of Damaged Property (if different than mailing address)

Legal Description of Property (found on your property tax statement)
Part SW 1/4 NW 1/4 Section 17, Township 39, Range 22

Is the property homesteaded?

☐ Yes  ☐ No

How many months was the property unable to be occupied or used?

Date you left property: July 11, 2018

Date you returned to property: Have Not/Won't

Is the property located in a county designated as a disaster or emergency area?

☐ Yes  ☐ No

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

Significant Amount of Rain Received- Water surrounded home. 18" of water in basement and basement walls are bowing/cracking. Main floor of home is heaving. Unsafe to enter.

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

Signature of Property Owner: Lester Lowe
Date: 9-18-18

Note: Minnesota Statutes, Section 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than $3,000.00, or both."

Use of Information
The information on this form is required by Minnesota Statutes, section 273.1233 to properly identify you and determine if you qualify for a disaster abatement and/or credit. Your Social Security number is required. If you do not provide the required information, your application may be delayed or denied. Your County Assessor may also ask for additional verification of qualifications. Your Social Security number is considered private data.

(Rev. 6/13)
AGENDA REQUEST FORM

Date of Meeting: October 2, 2018

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

Agenda Item: Application for Repurchase

Department: Auditor-Treasurer

Department Head signature

Background information on Item:
Resolution for repurchase of tax forfeited land with a 10 year contract for John J Martin

Action Requested:
Approve Resolution

Financial Impact:
None
RESOLUTION No. 2018-52

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

Lot 120, Block 1, Pathfinder Village St. Croix 7th Addition
PID #09.5705.000

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

and

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

NOW THEREFORE BE IT RESOLVED, that the application of John J Martin, for the repurchase of the above described parcel of tax forfeited land be and the same is hereby granted and the County Auditor is hereby authorized and directed to permit such repurchase according to the provisions of Minnesota Statutes 1945, Section 282.241, as amended.

Dated at Pine City, Minnesota, this 2nd Day of October, 2018.

Attest: Chairman, Board of County Commissioners
Pine County, Minnesota

County Auditor
AGENDA REQUEST FORM

Date of Meeting: October 2, 2018

☐ County Board
☐ Consent Agenda
☐ Regular Agenda

☐ Personnel Committee
☐ Other __________

Agenda Item: Application for Repurchase

Department: Auditor-Treasurer

Department Head signature

Background information on Item:
Resolution for repurchase of tax forfeited land on a 10 year contract
for Daniel Roethler

Action Requested:
Approve Resolution

Financial Impact:
None
RESOLUTION No. 2018-53

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

Lot Eighteen (18) less the West 17 feet thereof and all of lot Seventeen (17), Block One (1), McMahon's Subdivision of Kettle River
Parcel 44.5071.000

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

and

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

NOW THEREFORE BE IT RESOLVED, that the application of Daniel Roethler, for the repurchase of the above described parcel of tax forfeited land be and the same is hereby granted and the County Auditor is hereby authorized and directed to permit such repurchase according to the provisions of Minnesota Statutes 1945, Section 282.241, as amended.

Dated at Pine City, Minnesota, this 2nd Day of October, 2018.

Attest: ____________________________
Chairman, Board of County Commissioners
Pine County, Minnesota

______________________________
County Auditor
AGENDA REQUEST FORM

Date of Meeting: October 2, 2018

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

☐ Personnel Committee
☐ Other __________

Agenda Item: Application for Repurchase

Department: Auditor-Treasurer

[Signature]

Department Head signature

Background information on Item:
Resolution for repurchase of tax forfeited land in full for Brian J Scanlan

Action Requested:
Approve Resolution

Financial Impact:
None
RESOLUTION – No. 2018-54

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

The Northeast Quarter of the Northwest Quarter (NE1/4 of NW1/4), Section Twenty-seven (27), Township Forty-three (43), Range Nineteen (19) Except the following piece of property; That part of NE1/4 of NW1/4 described as follows: Commencing at the NE corner of the NE1/4 of NW1/4; thence West along the North line of the said Section 27 a distance of 660 feet; thence South and parallel to the East line of NE1/4 of NW1/4 of said section 27 a distance of 660 feet; thence East and parallel to the North line of NE1/4 of NW1/4 of said section 27 a distance of 660 feet; thence North a distance of 660 feet, along the East line of NE1/4 of NW1/4 of said section 27 to the point of beginning. Subject to an easement over the Westerly 12 feet of the NE1/4
Parcel 25.0285.001

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

and

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

NOW THEREFORE BE IT RESOLVED, that the application of Brian J Scanlan, for the repurchase of the above described parcel of tax forfeited land be and the same is hereby granted and the County Auditor is hereby authorized and directed to permit such repurchase according to the provisions of Minnesota Statutes 1945, Section 282.241, as amended.

Dated at Pine City, Minnesota, this 2nd Day of October, 2018.

Attest: Chairman, Board of County Commissioners
County Auditor

Pine County, Minnesota
AGENDA REQUEST FORM

Date of Meeting: October 2, 2018

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

☐ Personnel Committee
☐ Other ______________

Agenda Item: Tax-Forfeited Land Auction Results

Department: Auditor-Land

Background information on Item:

The annual Tax-Forfeited Land Auction was held September 21, 2018 at the Courthouse. Attached is a spreadsheet with the results of the sale. Some of the properties were purchased outright and others were purchased on a contract basis. 532.89 acres out of the total of 1,070.3 acres sold (22 tracts out of 37 tracts offered) for a total of $627,820.

The properties that did not sell will remain available for sale over the counter at the Auditor's office.

Action Requested:

None - informational purposes only.

Financial Impact:
<table>
<thead>
<tr>
<th>Tract</th>
<th>Township or City</th>
<th>PID</th>
<th>Description</th>
<th>S-T-R</th>
<th>Acres</th>
<th>Timber Value</th>
<th>Appraised Value</th>
<th>Sold Price</th>
<th>Over Appraised Value</th>
<th>Sold Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>BIRCH CREEK TOWNSHIP</td>
<td>04.0276.000</td>
<td>SE ½ of NW ½</td>
<td>31-45-21</td>
<td>40</td>
<td>$16,900</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#2</td>
<td>BREMEN TOWNSHIP</td>
<td>05.0170.000 split</td>
<td>NW ½ of SW ½</td>
<td>19-44-21</td>
<td>43.5</td>
<td>$10,000</td>
<td></td>
<td>$21,900</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#3</td>
<td>BREMEN TOWNSHIP</td>
<td>05.0170.000 split</td>
<td>SE ½ of SW ½</td>
<td>19-44-21</td>
<td>40</td>
<td>$10,000</td>
<td></td>
<td>$18,900</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#4</td>
<td>BREMEN TOWNSHIP</td>
<td>05.0170.000 split</td>
<td>SW ½ of SW ½</td>
<td>19-44-21</td>
<td>43.3</td>
<td>$10,000</td>
<td></td>
<td>$20,900</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#5</td>
<td>MISSION CREEK TOWNSHIP</td>
<td>18.5085.001</td>
<td>All that part of Block 20 in Midway described as follows: Beginning at the Southwest corner of said Block 20 and running easterly along the Southerly line of said Block 20 a distance of 200 feet to the point of beginning of the property to be described; thence running Northerly and parallel with the East line of said Block 20 a distance of 200 feet; thence running Easterly and parallel with the Southerly line of said Block 20 a distance of 200 feet; thence running Southerly and parallel with the East line of said Block 20 to the Southern line of said Block 20; thence Westerly along the Southern line of said Block 20 to the point of beginning.</td>
<td>34-40-21</td>
<td>0.85</td>
<td>$1,500</td>
<td>$1,500</td>
<td>$0</td>
<td>9/21/2018</td>
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<td>#6</td>
<td>MUNCH TOWNSHIP</td>
<td>19.0100.000</td>
<td>S ½ of NW ½</td>
<td>12-40-20</td>
<td>80</td>
<td>$41,900</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>#7</td>
<td>PARK TOWNSHIP</td>
<td>24.0053.000</td>
<td>W ½ of the W ½; reserving for Pine County, its successors and assigns, a highway easement over, under, and across the south 50 feet thereof.</td>
<td>9-44-17</td>
<td>160</td>
<td>$67,900</td>
<td>$67,910</td>
<td>$10</td>
<td>9/21/2018</td>
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<tr>
<td>#8</td>
<td>SANDSTONE TOWNSHIP</td>
<td>30.0295.000</td>
<td>SE ¼ of SE ¼</td>
<td>30-42-19</td>
<td>40</td>
<td>$10,900</td>
<td>$10,910</td>
<td>$0</td>
<td>9/21/2018</td>
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</tr>
<tr>
<td>#9</td>
<td>WILMA TOWNSHIP</td>
<td>32.0097.000 split</td>
<td>N ½ of SE ¼, less the East 132' thereof.</td>
<td>11-42-17</td>
<td>76</td>
<td>$65,000</td>
<td>$109,900</td>
<td></td>
<td></td>
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<tr>
<td>#10</td>
<td>CITY OF ROCK CREEK</td>
<td>43.5090.000</td>
<td>Rock Creek Estates, A Division of Gallagher Farm; Lot 5, Block 1</td>
<td>23-38-21</td>
<td>7.15</td>
<td>$19,900</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

New Offerings

<p>| #12   | ARLOE TOWNSHIP         | 01.0200.004  | North 460 feet of the E ½ of NW ½ of NW ½                                  | 27-41-19 | 6.97  | $9,900       | $15,100         | $5,200     | 9/21/2018  |
| #14   | BROOK PARK TOWNSHIP    | 06.0251.000  | W ½ of W ½ of SW ½ of SE ½                                                 | 28-40-22 | 10    | $3,700       | $24,500         | $31,500    | $7,000     | 9/21/2018  |
| #15   | BROOK PARK TOWNSHIP    | 06.5017.000  | Sportsman's Retreat, Lot 7, Block 2                                        | 8-40-22  |      | $20,900      | $25,000         | $4,100     | 9/21/2018  |
| #16  | CHENGWATANA TOWNSHIP | 08.0170.000 | That part of South 660 feet of West 660 feet of the SW1/4 of SW1/4 excepting the following two descriptions, listed as Parcel 1 of 2.5 acres and Parcel 2 of 4.5 acres described as follows: Parcel 1: That part of the South 660 feet of the West 660 feet of the SW1/4 of SW1/4, 17-39-20 described as follows: beginning at the SW corner of 17-39-20; thence North on the West line of said Section 17, a distance of 360 feet; thence Easterly and parallel to the South line of Section 17, a distance of 302.5 feet; thence Southerly and parallel with the West line, a distance of 350 feet; thence West on the South line of Section 17, a distance of 302.5 feet to the point of beginning and there terminating. Parcel 2: That part of the South 660 feet of the West 660 feet of the SW1/4 of SW1/4, 17-39-20 described as follows: beginning at the SW corner of 17-39-20; thence North on the West line of said Section 17, a distance of 360 feet which is the point of beginning of the following described parcel, thence continuing North on the West line of said Section 17, a distance of 300 feet more or less to the North line of the South 660 feet of said SW1/4 of SW1/4, thence Easterly on said North line a distance of 660 feet, thence Southerly and parallel with the West line of said Section 17, a distance of 360 feet; thence West on the South line of said Section 17, a distance of 300 feet; thence Easterly and parallel with the South line of said Section 17, a distance of 360 feet; thence Southwesterly and parallel with the West line of said Section 17, a distance of 300 feet; thence West on the South line of said Section 17, a distance of 360 feet; thence Easterly and parallel to the South line of Section 17, a distance of 302.5 feet; thence Southerly and parallel with the West line, a distance of 350 feet; thence West on the South line of Section 17, a distance of 302.5 feet to the point of beginning and there terminating.  | 17-39-20 | 2.95 | $6,400 | $12,500 | $6,100 | 9/21/2018 |
| #17  | CHENGWATANA TOWNSHIP | 08.0152.000 | S ½ of NE ½ of NE ½; reserving a public easement on existing State Grant-In-Aid snowmobile trail pursuant to State of Minnesota regulations; AND reserving for Pine County, its successors and assigns, a highway easement over, under, and across the East 50 feet thereof. | 16-39-20 | 20 | $34,900 | $34,900 | $0 | 9/21/2018 |
| #18  | CHENGWATANA TOWNSHIP | 08.0219.001 | N ½ of S ½ of E ½ of E ½ of SE ¼ of SE ¼ | 21-39-20 | 2.5 | $5,500 | $16,000 | $10,500 | 9/21/2018 |
| #19  | DANFORTH TOWNSHIP | 11.0198.000 | SE ¼ of SE ¼ | 32-42-18 | 40 | $10,900 |
| #20  | FLEMING TOWNSHIP | 14.0046.000, 14.0047.000, and 14.0051.000 | SE ¼ of SW ¼ and SW ¼ of SW ¼ (or Govt. Lot 7) in 6-43-18; AND W ½ of NW ¼ (or Govt. Lots 1 and 2) in 7-43-18. | 6 &amp; 7 of 43-18 | 158.03 | $24,600 | $155,400 | $171,500 | $16,100 | 9/21/2018 |
| #21  | KETTLE RIVER TOWNSHIP | 17.0344.000 | All that part in Lot 8 lying and being north of road and bridge in Auditor’s Subdivision | 27-44-20 | 5 | $34,900 |
| #22  | PARK TOWNSHIP | 24.0022.000 | That part of the SE ¼ of SE ¼ described as follows: Commencing at a point on the southeast corner of Section 4-44-17, thence north along the east line of Section 4 a distance of 10 rods; thence west along a line parallel with the south line of Section 4 a distance of 16 rods, thence south along a line parallel with the east line of Section 4 a distance of 10 rods to the south line of Section 4; thence east along the south line of Section 4 a distance of 16 rods to the point of beginning. Reserving for Pine County, its successors and assigns, a highway easement over, under and across the east 50 feet thereof. | 4-44-17 | 1 | $2,400 | $2,400 | $0 | 9/21/2018 |</p>
<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Acres</th>
<th>Price</th>
<th>Market Value</th>
<th>Improvement Value</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>#23</td>
<td>Pine City Township 26.5017.000 and 26.5018.000 Frandsen’s Copper Canyon Plat 2, Lots 6 and 7</td>
<td>0.58</td>
<td>$25,900</td>
<td>$32,000</td>
<td>$6,100</td>
<td>9/21/2018</td>
</tr>
<tr>
<td>#24</td>
<td>Pine City Township 26.5287.000 Snake River Meadows, Lot 10, Block 1 and a 1/50th interest in Outlot A</td>
<td>0.85</td>
<td>$9,500</td>
<td>$21,000</td>
<td>$11,500</td>
<td>9/21/2018</td>
</tr>
<tr>
<td>#25</td>
<td>Pine City Township 26.5375.000 and 26.5376.000 Laffy Pines, Lots 7 and 8, Block 1</td>
<td>1.77</td>
<td>$35,100</td>
<td></td>
<td></td>
<td>9/21/2018</td>
</tr>
<tr>
<td>#27</td>
<td>Pokegama Township 28.1084.002 That part of the E ¼ of SE ½ of SW ½ of NW ½ described as follows: Beginning at the southeast corner of said E ¼ of SE ½ of SW ½ of NW ½; thence West along the south line thereof, 33 feet; thence north parallel with the east line thereof, 450 feet; thence westerly 303 feet, more or less to a point on the west line of said E ¼ of SE ½ of SW ½ of NW ½ distant 250 feet south of the northwest corner thereof; thence north along said west line 250 feet to the northwest corner thereof; thence east along the north line thereof, 333 feet, more or less, to the northeast corner thereof; thence south along the east line thereof, 657 feet, more or less, to the point of beginning. Together with a permanent, non-exclusive easement for ingress and egress only, over, under and across that part of Government Lot 2, 35-39-22 which lies between two lines run parallel with and distant 33 feet and 66 feet (as measured along the west line of said Government Lot 2) southerly of Line &quot;A&quot; described below: Description of line &quot;A&quot;: Commencing at the southwest corner of said Government Lot 2; thence north along the west line of said Government Lot 2 a distance of 656.97 feet to the point of beginning of Line &quot;A&quot;; thence easterly to the cement monument at the most westerly</td>
<td>2</td>
<td>$29,000</td>
<td>$29,000</td>
<td>$0</td>
<td>9/21/2018</td>
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<tr>
<td>#28</td>
<td>Sandstone Township 30.0207.000 split NW ¼ of NE ½</td>
<td>40</td>
<td>$37,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#29</td>
<td>Sandstone Township 30.0207.000 split SW ¼ of NE ½</td>
<td>40</td>
<td>$30,900</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#30</td>
<td>Sandstone Township 30.0207.000 split NW ¼ of SE ½</td>
<td>40</td>
<td>$30,900</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#31</td>
<td>Sandstone Township 30.0207.000 split SW ¼ of SE ½</td>
<td>40</td>
<td>$26,200</td>
<td></td>
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<td></td>
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<tr>
<td>#32</td>
<td>Sandstone Township 30.0252.000 NW ¼ of NW ½</td>
<td>40</td>
<td>$24,500</td>
<td>$24,500</td>
<td>$0</td>
<td>9/21/2018</td>
</tr>
<tr>
<td>#33</td>
<td>Sandstone Township 30.0257.000 split NE ¼ of NE ½</td>
<td>40</td>
<td>$25,300</td>
<td>$27,100</td>
<td>$1,800</td>
<td>9/21/2018</td>
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<tr>
<td>#34</td>
<td>Sandstone Township 30.0257.000 split NW ¼ of NE ½</td>
<td>40</td>
<td>$26,000</td>
<td>$26,000</td>
<td>$0</td>
<td>9/21/2018</td>
</tr>
<tr>
<td>#35</td>
<td>Windemere Township 33.5074.000 and 33.5075.000 Townsite of Lake Shore Park, Lots 24-28, Block 5</td>
<td>0.29</td>
<td>$600</td>
<td>$8,500</td>
<td>$7,900</td>
<td>9/21/2018</td>
</tr>
<tr>
<td>#36</td>
<td>City of Brook Park 35.5021.000 and 35.5022.000 Kelsey’s First Addition to the Townsite of Brook Park, Lots 17-22, Block 5 and vacated alley.</td>
<td>0.54</td>
<td>$7,900</td>
<td>$9,000</td>
<td>$1,100</td>
<td>9/21/2018</td>
</tr>
<tr>
<td>#</td>
<td>City or Township</td>
<td>Area</td>
<td>Description</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-----------------</td>
<td>------</td>
<td>-------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#37</td>
<td>CITY OF SANDSTONE</td>
<td>45,0032.000</td>
<td>All that part of the right of way and station grounds of the railroad of the Great Northern Railway Company in the Northeast Quarter of the Southeast Quarter (NE1/4 of SE1/4) described as follows: Beginning at a point in the westerly boundary of said right of way and station grounds 40 feet distant northeasterly from the intersection of said right of way boundary by the northeasterly line of west fifth street in the City of Sandstone, extended, southeasterly. Thence northeasterly along said northeasterly right of way boundary, being the southeasterly line of Railroad Avenue in said City of Sandstone, a distance of 300 feet; thence southeasterly at right angles to the last described course 100 feet; thence southerly parallel with said northeasterly right of way.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#38</td>
<td>CITY OF SANDSTONE</td>
<td>45,5107.000</td>
<td>Townsite of Sandstone, Lots 6-8, Block 14, together with that part of vacated Palace Ave.</td>
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<td>#41</td>
<td>CITY OF STURGEON LAKE</td>
<td>46,5080.000, 46,5081.000</td>
<td>Lot 2, in Block 6, Cunningsham Addition to Village of Sturgeon Lake, and including that vacated part of 1st Avenue described as follows: Beginning at a point on the Northeast corner of said First Avenue which is the most northerly corner of Block 6 of said Cunningham's Addition, said point being also on the East-West Quarter line of Section 14, Township 45 North of Range 20 West of the 4th Principal Meridian; thence West on a quarter line a distance of 33 feet; thence deflecting to the left at an angle of 90 degrees 06 minutes 30 seconds a distance of 39.82 feet to the Southeasterly line of First Avenue; thence northeasterly on a southeasterly line of said First Avenue a distance of 51.67 feet to the point of beginning. AND: Cunningsham's Second Addition to the Village of Sturgeon Lake.</td>
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<td>DELL GROVE TOWNSHIP</td>
<td>12,0442.000</td>
<td>Part of the NW 1/4 of SE 1/4 described as follows: beginning at southwest corner of said NW 1/4 of SE 1/4, thence north 825 feet to point of beginning; thence east 1320 feet; thence north 165 feet; thence west 1320 feet; thence south 165 feet to point of beginning.</td>
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AGENDA REQUEST FORM

Date of Meeting: 10/02/2018

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

Agenda Item: Budget adjustment
Department: HHS

Background information on Item:
The non-emergency medical transportation expenses need to be separated from other contracted expenses in the income maintenance portion of the HHS budget. The following action needs occur in order to have expenses properly placed in the HHS budget:

COA: 12-420-600-0010-6299 from $45,500 to $5,500 (40,000 decrease in expense)
COA: 12-420-600-0010-6297 from $0 to $40,000 ($40,000 increase in expense)

Action Requested:
Approve the following budget adjustment: Line item 12-420-600-0010-6299 from $45,500 to $5,500; Line item 12-420-600-0010-6297 from $0 to $40,000.

Financial Impact:
There is no financial impact to these changes, it is merely accounting for the expenses in the appropriate places in the HHS budget.
AGENDA REQUEST FORM

Date of Meeting: October 2, 2018

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

- Personnel Committee
- Other __________

Agenda Item: Northeast MN Regional Advisory Committee (RAC) 2018 Bylaws

Department: Administration

[Signature]
Department Head signature

Background information on Item:

The updates include clarifying existing language for the appointing authority, adding an attendance clause, and making a name change to the Emergency Communications Board (ECB) per the State’s direction.

Action Requested:

Consider approval of the 2018 Northeast MN Regional Advisory Committee (RAC) Bylaws and authorize Board Chair to sign.

Financial Impact:

None.
2018 BYLAWS

Northeast Minnesota Emergency Communications Board
Regional Advisory Committee (RAC)

Submitted by:
Northeast Minnesota Regional Advisory Committee
ARTICLE I NAME

Section 1 – Name

This organization shall be known as the Northeast Minnesota Regional Advisory Committee for Interoperable Public Safety Communications. The committee may be referred to as the “Regional Advisory Committee” or “RAC”. The RAC is formed pursuant to the Joint Powers Agreement (hereinafter “Agreement”) forming the Northeast Minnesota Emergency Communications Board.

ARTICLE II PURPOSE

The purpose of the Northeast Minnesota Regional Advisory Committee for Interoperable Public Safety Communications is to:

A. Promote the exchange of information, experience and concepts related to public safety interoperable communications.

B. Encourage decisions and planning leading to greater levels of system interoperability among agencies and jurisdictions.

C. Develop, implement and maintain a regional plan for interoperable public safety communications.

D. Promote and encourage the cooperation and sharing of resources among the members.

E. Advise the Emergency Communications Board on matters of policy and technology.

F. Such other duties as are assigned by the Board.

ARTICLE III MEMBERSHIP

Section 1 – Membership

The membership of the RAC shall be as provided in the Agreement.

Section 2 – Representation

Each jurisdiction represented on the Regional Advisory Committee shall appoint one representative and one alternate. Each jurisdiction shall be responsible for appointing replacements as are consistent with their individual appointment policies.

ARTICLE IV EXECUTIVE COMMITTEE

Section 1 – Executive Committee

The RAC may establish an Executive Committee and establish rules for its conduct.
ARTICLE V OFFICERS

Section 1 – Elected Officers

The elected officers shall be Chairperson, Vice Chairperson, and Emergency Communications Board (ECB) representative and alternate.

Section 2 – Term of Office

All terms of office shall be for a period of one year, following election at the first regular meeting of each year.

Section 3 – Duties

A. Chairperson – The Chairperson shall preside at all meetings of the RAC. The Chairperson is responsible for making committee appointments and delegating assignments with the advice of the RAC membership.

B. Vice Chairperson – The Vice Chairperson shall act in the place of the Chairperson in his or her absence, and shall hold responsibilities as directed by the membership.

C. The Chairperson and the Vice Chairperson shall serve as the committee’s appointments to the Northeast MN Emergency Communications Board (NEECB). The Chair will serve as the delegate and the Vice Chair will serve as the alternate.

Section 4 – Vacancies

The membership shall fill all vacancies at the next regular meeting of the RAC.

ARTICLE VI VOTING, NOMINATIONS AND ELECTIONS

Section 1 – Voting

Each member appointed by a member jurisdiction shall be entitled to a vote on all matters considered by the RAC. Alternates may vote on any issue where the principal appointed member is unavailable or unable to vote. Under no circumstances will any jurisdiction be entitled to more than one vote.

Section 2 – Candidates

Any member in good standing appointed by a member jurisdiction to a term fully inclusive of the proposed term of office may be nominated for office.
Section 3 – Quorum and Voting

For the purpose of conducting business at any meeting, a quorum shall consist of members or alternates representing at least half of the total member jurisdictions. Approval by a majority of the members or designated alternates in attendance shall be valid.

ARTICLE VII COMMITTEES

Section 1 – Standing Committees

The following committees shall be filled as necessary. Any standing committee shall consist of a chairperson appointed by the Chairperson and members appointed by the committee chairperson, upon approval of the RAC. The committee chairperson shall always be a member or alternate of the RAC. Committee members may be members of the RAC, representatives of member jurisdictions or any related public agency with an interest in public safety interoperable communications.

A. Planning Committee – This Committee shall oversee planning activities for interoperable communications.

B. Policy – This Committee shall advise the RAC on matters affecting policy.

Section 2 – Other Committees

The RAC may create and appoint such other committees as it deems appropriate to the completion of its purpose.

ARTICLE VIII MEETINGS AND FISCAL YEAR

Section 1 – Meetings

A. Regular meetings shall be held at a time and place determined in accordance with a schedule adopted by the RAC. The schedule may be modified by the membership at any time in a manner to be determined by the RAC.

B. Special meetings of the RAC may be called by the Chair with the consent of a majority of the RAC membership. Notice of special meetings shall include the date, time, place and agenda and be sent to members at least five calendar days prior to the meeting. Electronic transmission of meeting notice and agenda shall be sufficient provided a majority of members and alternates respond in the affirmative. Business at special meetings shall be limited to the subjects listed in the published agenda.

Section 2 – Attendance

The members of the Northeast Regional Advisory Committee and any standing committees shall maintain an attendance record of either the designee or the alternate of 75% of all official
meetings across a twelve month rolling calendar. If a member or the alternate fails to meet the attendance requirement, the chair of the committee shall notify the member’s organization in writing of the attendance record and request a replacement designee. At the discretion of the chair of the committee, the member’s appointment may be omitted in determining the presence of a quorum until the attendance record is in compliance as outlined in the article. A member that is not in compliance of the attendance requirement will not be able to vote on any action items until the attendance record is in compliance as outlined in this article.

Section 3 – Fiscal Year

A. The fiscal year shall run from January 1 through December 31.

ARTICLE IX RULES OF ORDER

The most recent version of Robert’s Rule of Order will prevail in all RAC or committee meetings.

ARTICLE X AMENDMENTS TO BYLAWS

These Bylaws may be amended at any meeting by a minimum of two-thirds vote of those appointed members or qualified alternates present, providing a Quorum has been established (see Article VI, Section 3, Voting, Nominations and Elections, Quorum and Voting). A minimum of thirty (30) day written notice of the intent to change the Bylaws must be submitted to the entire Committee. All modifications and addendums to the Regional Advisory Committee Bylaws must be approved by the Northeast Minnesota Emergency Communications Board before taking effect.

ARTICLE XI LIMITATIONS

Section 1 – Membership Expenses

The RAC shall not be responsible for any expenses of members or alternates. All member jurisdictions shall be solely responsible for expenses incurred by their representatives.
Northeast Minnesota Regional Advisory Committee (RAC)

2018 BYLAWS

Signature Page

Northeast Minnesota Regional Advisory Committee (RAC)

PINE COUNTY

<table>
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<tr>
<th>Appointing Authority Signature</th>
<th>Title</th>
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AGENDA REQUEST FORM

Date of Meeting: October 2, 2018

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

☐ Personnel Committee
☐ Other

Agenda Item: Reappointment of Medical Examiner

Department: Administration

Background information on Item:
Pine County has a contract with Anoka County for medical examiner services with Midwest Medical Examiner’s Office through December 31, 2021. Dr. Strobl’s appointment as medical examiner expires December 31st of this year. The County Board needs to appoint a medical examiner for next year, and should consider a resolution to continue Dr. Strobl’s appointment as medical examiner.

The appointment for medical examiner can have a term up to four years. Appointment of Dr. A. Quinn Strobl through December 31, 2021 will coincide with the contract expiration.

Action Requested:

Approve Resolution 2018-51 for the appointment of Dr. A. Quinn Strobl as medical examiner for Pine County effective January 1, 2019 through December 31, 2021.

Financial Impact:
RESOLUTION 2018-51

APPOINTMENT OF MEDICAL EXAMINER

WHEREAS, Minnesota Statute §390.005 provides that the county board may appoint a Medical Examiner for a period not to exceed four years; and

WHEREAS, Pine County has contracted with Anoka County for autopsy services for 2019, 2020 and 2021; and

WHEREAS, Dr. A. Quinn Strobl of the Midwest Medical Examiner’s Office in Anoka County is qualified under Minnesota Statute §390.005 to serve as Medical Examiner.

WHEREAS, Dr. A. Quinn Strobl was appointed as Medical Examiner for Pine County for a period January 1, 2016 through December 31, 2018.

NOW, THEREFORE, BE IT RESOLVED that Dr. A. Quinn Strobl is appointed Medical Examiner for Pine County effective January 1, 2019 through December 31, 2021.

Dated this 2nd day of October, 2018.

Stephen M. Hallan, Board Chair

Attest:

David J. Minke, County Administrator
AGENDA REQUEST FORM

Date of Meeting: 10/2/18

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

☐ Personnel Committee
☐ Other __________

Agenda Item: Approval to enter into an Agreement of Institutional and Program Affiliation with the Regents of the University of MN through its School of Nursing.

Department: Sheriff's Department - Jail

Background information on Item:

Christine Dresel, Mental Health Practitioner for the jail, will be acting as a preceptor for advanced practice nursing student, Catt Peterson, for the Spring 2019 semester. Ms. Peterson would like to accompany Ms. Dresel to the jail when she provides care there. The University of MN requires a signed Agreement of Institutional and Program Affiliation in order for this to happen. County Attorney Reese Frederickson has reviewed the agreement and has no issues with it.

Action Requested:

Approval to sign the Agreement of Institutional and Program Affiliation with the Regents of the University of MN through its School of Nursing. Signing the agreement will allow Christine Dresel, Mental Health Practitioner for the jail to act as a preceptor for advanced nursing student Catt Peterson.

Financial Impact:

None
UNIVERSITY OF MINNESOTA
AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION
between
Regents of the University of Minnesota
through its School of Nursing ("University")
and
Pine County ("Affiliate")

WITH THIS AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION
("Agreement"), effective January 1, 2019 through December 31, 2023 (not to exceed five years),
University and Affiliate, sharing common goals of education and desiring to facilitate a
relationship for the purpose of providing educational experiences at Affiliate’s site(s) for certain
University students enrolled in the program(s), the parties agree as follows:

1. Description of Affiliation.

1.1 With this Agreement, University and Affiliate establish a program of education and
training which requires facilities, equipment, services and personnel appropriate for students to
obtain necessary clinical experiences.

1.2 This Agreement is intended, and shall be interpreted, to meet University’s
accreditation standards related to educational affiliation agreements.

1.3 Contact Information.

Affiliate:

Pine County
Attn: Rodney G. Williamson
Pine County Sheriff's Office
635 Northridge Drive NW
Suite 130
Pine City, MN 55063

Phone: 320-591-1458
E-mail: rodney.williamson@co.pine.mn.us

University:

University of Minnesota
School of Nursing
Attn: Susan Kostka, RN, MHSA
Coordinator of Clinical Partnerships
5-140H Weaver-Densford Hall
308 Harvard Street SE
Minneapolis, MN 55455

Phone: 612-626-5530
E-mail: kostk008@umn.edu

2. Responsibilities of the Parties.

2.1 Joint Responsibilities.

2.1.1 University and Affiliate each will identify, and notify each other of, a person
responsible for serving as its liaison during the course of this affiliation. The appointment
of liaisons shall be subject to mutual approval of the parties.

2.1.2 The liaisons jointly will plan for:

   a. selection, assignment and orientation of students;
   b. periodic review and preparation of objectives for the instructional program; and
   c. evaluation of student performance.

2.1.3 University has authority to withdraw, suspend or terminate a student for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to the student. In cases where a student’s performance or conduct threatens the safety or welfare of patients, visitors or staff of Affiliate, Affiliate may suspend the student’s participation at the Affiliate site(s). The Affiliate liaison will consult the University liaison before suspending a student, except where consultation is not reasonably possible under the circumstances.

2.1.4 Students are participants in an educational program, and for purposes of this Agreement, shall not be considered employees of either Affiliate or University and neither party shall have responsibility for payment of compensation or any employment benefits to students including, but not limited to, workers’ compensation benefits.

2.1.5 Both parties agree to comply with all applicable federal, state and local laws, rules and regulations including Title 45, Sections 160-164 of the Code of Federal Regulations (“HIPAA”). Both parties agree that when protected health information (“PHI”), as defined by HIPAA, is provided or made available to the other party for any purpose, the receiving party, and its agents or representatives will not use or disclose the PHI other than as permitted or required by this Agreement or state and federal law. Students assigned to Affiliate are not employees of Affiliate but, for purposes of this Agreement only, are members of Affiliate’s “workforce” (as that term is defined by HIPAA) and may use and disclose PHI as permitted by HIPAA, including for purposes of treatment, payment and healthcare operations, to the extent such use and disclosure is appropriate for the training and education of the students. Both parties shall take reasonable steps to prevent unauthorized disclosures by its employees, officers, directors, agents, contractors or consultants.

2.1.6 The parties shall review this Agreement periodically to evaluate its operations and effectiveness. University shall review this Agreement further to ensure it meets with University’s curriculum requirements, as well as the standards of its accrediting agency. Modifications to this Agreement shall be made pursuant to Section 5.6 of this Agreement.

2.1.7 University and Affiliate are committed to fostering a professional learning environment and, through their respective liaisons, shall see that appropriate canons of professional behavior are maintained in all educational settings under this Agreement so as to promote the development of appropriate professional attributes in students.
2.2. University Responsibilities.

2.2.1 University shall retain overall responsibility for the general educational experience of students assigned to Affiliate, including the following:

a. determination of educational goals for each student;
b. establishing prerequisite criteria for placement of students with Affiliate -- University will assign to Affiliate only those students who have satisfactorily completed the prerequisite criteria;
c. determination of completion of the assignment;
d. provision of information regarding dates for instruction and forecasts of the numbers of students to be assigned to Affiliate;
e. final evaluation of student performance; and
f. if Affiliate members who participate in training of University students are to be appointed to the faculty of the University of Minnesota, such Affiliate faculty members shall be appointed in accord with the policy of University in effect at the time of appointment.

2.2.2 Students who provide direct patient care or interact with staff in patient areas, at the request of Affiliate, will be required to provide proof of immunization for measles (rubeola), mumps and rubella or positive titre; annual influenza; chicken pox (varicella), documented positive history, or positive titre; pertussis since 2005; tetanus in the last ten (10) years; hepatitis B series or documented immunity; and evidence of annual tuberculosis test or a statement from a provider stating that the student does not have active tuberculosis (TB). Exceptions will be made when there is a shortage of vaccine. Students will be required to comply once vaccine supply levels allow for vaccination.

2.2.3 University requires students who have direct contact with patients to undergo criminal/maltreatment background studies pursuant to Minn. Stat. §§144.057 and 245A.04 and shall ensure such students have undergone the background studies prior to participation in the training program under this Agreement.

2.2.4 University certifies that its students have been instructed on the confidentiality of medical and personal information related to patients and/or clients, including HIPAA, and, if applicable, have been trained in universal precautions and transmission of bloodborne pathogens.

2.2.5 University shall require that students carry hospitalization and medical insurance. Neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the students during the training program.

2.2.6 University shall inform students that they will be required to comply with all applicable rules, regulations, policies and procedures of Affiliate.
2.3. Affiliate Responsibilities.

2.3.1 Affiliate shall retain full responsibility for the care and welfare of its patients and/or clients. It is understood that individual patient care and client services are not controlled, supervised, or paid for by University, and University does not derive revenue from Affiliate patients or clients or third-party payors for services at Affiliate.

2.3.2 Affiliate will provide educational experience opportunities for students in patient care areas, service departments and other selected areas. In this regard, Affiliate will provide the equipment, facilities, supplies and services for students and faculty assigned to Affiliate necessary to meet the objectives of the training program.

2.3.3 Affiliate staff members, or Affiliate staff members with University of Minnesota faculty appointments, shall be responsible for teaching, supervising and evaluating the performance of students assigned to Affiliate. Such Affiliate staff members shall provide University with written evaluations of the performance of the students.

2.3.4 Affiliate will provide for the orientation of students as to Affiliate’s rules, regulations, policies and procedures, including its safety policies and procedures. Affiliate will identify and provide students and University with copies of current policies and procedures at the Affiliate site that apply to the educational experience of the students.

2.3.5 Affiliate will render the same emergency medical care to students that it provides for its employees in the event of an accident or sudden illness that occurs at the Affiliate site during the course of students’ training experience under this Agreement. As set forth in Section 2.2.5, neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the student during the training program.

2.3.6 To the extent Affiliate generates or maintains educational records related to students participating under this Agreement, Affiliate will maintain the privacy of those records and limit access to only those employees or agents with a need to know. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act (“FERPA”), University hereby designates Affiliate as a school official with a legitimate educational interest in the educational records of the participating students to the extent that access to University’s records is required by Affiliate to perform its responsibilities under this Agreement.

3. Liability Insurance and Indemnity.

3.1 University shall maintain professional and general liability insurance in minimum amounts of $1,000,000 for each claim/$3,000,000 annual aggregate, and that policy shall include within the scope of its coverage all University students for activities performed within the course and scope of their duties under this Agreement. General liability coverage for students is limited to bodily injury and property damage claims. Upon request, University will provide a certificate of insurance evidencing such coverage.
3.2 University agrees to defend, hold harmless, and indemnify Affiliate, its officers, agents, employees and representatives against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of University, its employees, agents, or representatives (including students) during the performance of its obligations under this Agreement. University’s liability is governed by the Minnesota State Tort Claims Act, Minn. Stat. §3.736.

3.3 Affiliate shall maintain, for itself and its employees, professional and general liability insurance in minimum amounts of $1,000,000 for each claim/$3,000,000 annual aggregate.

3.4 Affiliate agrees to defend, hold harmless, and indemnify the Regents of the University of Minnesota, its officers, agents, employees and representatives (including students) against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of Affiliate, its employees, agents, or representatives, during the performance of its obligations under this Agreement.

4. **Financial Terms. (Check appropriate financial description.)**

- [ ] Financial arrangements between our program and your site, including stipends, benefits and other costs as agreed by the parties, are set forth in Attachment ______.
- [x] None

5. **Other Terms.**

5.1 This Agreement may be terminated by either party upon at least six (6) months written notice to the other party.

5.2 Neither University nor Affiliate shall discriminate on the basis of race, color, creed, religion, national origin, gender, age, marital status, disability, public assistance status, veteran status, sexual orientation, gender identity or gender expression in the performance of this Agreement.

5.3 This Agreement supersedes all other affiliation agreements that are the subject of this Agreement, existing between University and Affiliate, whether executed at the institutional or college program level.

5.4 Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association between the parties, nor shall either party, its employees, agents, students or representatives be considered employees, agents or representatives of the other party.

5.5 It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the clinical education and training program, except as expressly provided in this Agreement.
Subject to the written authorization by appropriate representatives of University and Affiliate, amendments to this Agreement may be developed to facilitate execution of the goals of this Agreement. Each amendment shall be in writing and duly executed by the signatories to this Agreement, or their successors in office. To the extent an amendment is not properly executed by persons authorized to do so, it shall be considered null and void.

IN WITNESS WHEREOF, each individual signing below hereby represents and warrants that she/he is duly authorized to execute and deliver this Agreement on behalf of her/his respective party.

Pine County

By: ____________________________
Name: Stephen M. Hallan
Title: Board Chair
Date: October 2, 2018

By: ____________________________
Name: David J. Minke
Title: County Administrator
Date: October 2, 2018

Regents of the University of Minnesota

By: ____________________________
Name: Connie White Delaney, PhD, RN,
FAAN, FACMI
Title: Dean, School of Nursing
Date: ____________________________

By: ____________________________
Name: Jakub Tolar, MD, PhD
Title: Dean, Medical School
Interim Vice President for Health Sciences
Date: ____________________________

NOTE: Agreement to be executed by the Affiliate before University representatives begin the execution process.
AGENDA REQUEST FORM

Date of Meeting: 10/02/2018

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

5 mins ☐ 10 mins ☐ 15 mins ☐ Other ☐

Agenda Item: Grant regular employment status to employee

Department: HHS

Department Head signature

Background information on Item:

Public Health Nurse Sarah Johnson is currently a probationary employee with HHS. She has been a great asset to the public health team, and works in the adult health unit. She is scheduled to be granted regular employment status on October 10, 2018.

Action Requested:

Grant regular employment status to PHN Sarah Johnson, effective October 10, 2018.

Financial Impact:

N/A
AGENDA REQUEST FORM

Date of Meeting: October 2nd, 2018

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

Agenda Item: Request for Overnight Training
Department: Probation

Background information on Item:
The Association of Minnesota Counties Annual conference will be held December 3-4 in Bloomington, Minnesota.

Action Requested:
Consider authorization of Probation Director Terry Fawcett to attend the AMC Annual Conference December 3-4 in Bloomington, Minnesota.

Financial Impact:
$375 registration
$115 plus tax- lodging
$490 total

Meals provided by conference. County vehicle to be used.
Funds are available in the 2018 Probation budget.
AGENDA REQUEST FORM
Date of Meeting: October 2, 2018

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

Agenda Item: ___ Request for AMC Annual Conference __

Department: ___ Administration ___

[Signature]

Department Head signature

Background information on Item:
The Association of Minnesota Counties (AMC) Annual Conference is December 3-4 in Bloomington. Registration is $375 before November 2 and $400 after November 2. Lodging rates are $115 plus tax per night.

Action Requested:
Approve Attendance at the AMC Annual Conference December 3-4 for Any County Commissioner desiring to attend.
Approve David Minke, County Administrator to attend the AMC Annual Conference December 3-4.

Financial Impact:
Funds are available in the respective budgets.
AGENDA REQUEST FORM

Date of Meeting: 10/02/2018

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

☐ Personnel Committee
☐ Other ____________

Agenda Item: Authorize attendance at prevention conference

Department: HHS

Department Head signature

Background information on Item:

Community Health Services Administrator Samantha Lo and Public Health Educator Hailey Freedlund have requested to attend the annual MN Prevention Program Sharing Conference from October 25-26 in St. Cloud. The conference will explore and provide information regarding promising practices that help to prevent substance use and abuse.

Action Requested:

Authorize Samantha Lo and Hailey Freedlund to attend the annual MN Prevention Program Sharing Conference from October 25-26 in St. Cloud.

Financial Impact:

Registration: $80 ($160 total)
Meals: About $41 ($82 total)
Accommodations: $222 total
Travel: $98 total
Total costs: $562; All expenses associated with attendance at the conference will be reimbursed by the Planning and Implementation Grant, as the grant requires coalition members to attend this conference.
AGENDA REQUEST FORM

Date of Meeting: 10/02/2018

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

☐ Personnel Committee
☐ Other

Agenda Item: Authorize attendance at conference

Department: HHS

[Signature]

Department Head signature

Background information on Item:
The MN Financial Worker and Case Aide Association is holding their annual conference from October 24-26, 2018 in Plymouth, MN. There are numerous breakout sessions at the conference, ranging in topics from fraud, IV-E (federal funding source), long-term care, and more. The following financial workers have requested to attend the conference: Judith Tengwall (works with those 65+, other long-term care program areas, etc), Bev Olson (works in IV-E, among other programs), Colleen Nelson (works with MN Family Investment Program, among other programs), Anne Stitt (works with housing assistance and beginning to work more in long-term care program areas, among other areas), and Sandra Larson (works in many of the financial assistance program areas such as SNAP and health care).

Action Requested:
Authorize Judith, Bev, Colleen, Anne and Sandra to attend the annual MN Financial Worker and Case Aide Association Conference from October 24-26 in Plymouth, MN.

Financial Impact:
Registration: $370/person ($1,850 total)
Meals: Included in the registration
Accommodations: $110/person ($440 total)
Travel: $155
Total costs: $2,445
There is money in the budget in the staff development line item to cover the costs associated with attendance at the conference.
AGENDA REQUEST FORM

Date of Meeting: October 2, 2018

☐ County Board
☐ Consent Agenda
☒ Regular Agenda 5 mins. 10 mins. 15 mins. Other

☐ Personnel Committee
☐ Other

Agenda Item: Shoreland Ordinance Amendments Public Hearing

Department: Land Services

[Signature]

Background information on Item:

At the August 7, 2018 County Board meeting, several amendments to the Shoreland Ordinance were made including allowing the Zoning Board to issue interim use permits. Following the County Board approval of these amendments, the DNR conducts a review of the changes for approval. The DNR noted one deficiency in the changes which were made, as Section 3.9 of the ordinance did not include interim use permits as a required notification to the DNR, therefore the DNR is requiring an additional amendment.

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 2018-50 amending the Pine County Shoreland Management Ordinance.

Financial Impact:

None.
ORDINANCE 2018-50
AMENDING THE
PINE COUNTY SHORELAND MANAGEMENT ORDINANCE

The County Board of Pine County, Minnesota ordains that the Pine County Shoreland Management Ordinance shall be amended as follows:

Section 3.9 Notifications to the Department of Natural Resources of the ordinance shall read:

3.9.1 Copies of all notices of any public hearings to consider variances, amendments, interim uses, or conditional uses under local shoreland management controls must be sent to the commissioner or the commissioner's designated representative and postmarked at least ten (10) days before the hearings. Notices of hearing to consider proposed subdivision/plats must include copies of the subdivision/plat.

3.9.2 A copy of approved amendments and subdivisions/plats and final decisions granting variances, interim uses, or conditional uses under local shoreland management controls must be sent to the commissioner or commissioner's designated representative and postmarked within ten (10) days of final action.

__________________________________________
Stephen M. Hallan
Pine County Board of Commissioners

ATTEST:

______________________________
David J. Minke
Pine County Administrator

Drafted By:
Pine County Land Services
635 Northridge Dr NW, Suite 250
Pine City, MN 55063

Notice of Public Hearing Published: September 20, 2018
Public Hearing: October 2, 2018
Adopted by County Board: October 2, 2018
Publication of Ordinance: October 11, 2018
Filed with County Recorder: October 12, 2018
Effective Date: October 12, 2018
PINE COUNTY TECHNOLOGY COMMITTEE

District 1  Commissioner Hallan
District 2  Commissioner Mohr

Tuesday Sept 25th 2018, 8:00 a.m.
Commissioner Conference Room, Courthouse
Pine City, Minnesota

Present: Commissioner Hallan, Commissioner Mohr, County Administrator David Minke, IT Manager Ryan Findell, HR Manager Jackie Koivisto, IT Specialist Sr. Kent Bombard, Administrator Office Manager Deb Gray, IT Specialist Darlene Mallet

1. Called meeting to order at 8:01am

2. Commissioner Hallan motioned to recommend the agenda for approval, Commissioner Mohr seconded. Motion carried 2-0

3. Wireless (WiFi) Upgrade Quotes
   - Discussion was held on the purchase of a new wireless system for all County buildings. Current lowest quote for hardware and software is ~$11,500. Consensus was to purchase the new wireless system in 2018 to leverage cost savings available until November of this year.

4. Security Changes
   - Changes to mobile security approved by the committee include updated passcode restrictions. Updated policies will go into effect before October, 2018.

5. New Website
   - Go live for new website is the first week of October, 2018. The main content has been migrated from the old site. Also, all of the content is up-to-date and ready for go live. The committee reviewed the website and had input on historical sites around the county to be featured on the site. There was also discussion on department and staff phone numbers. These will be available on the website at go live.

6. Adjourn at 8:48am

The next Tech Committee meeting will be held at 9:00am on Tuesday October 23rd, 2018
AGENDA REQUEST FORM

Date of Meeting: October 2, 2018

☑ County Board
☐ Consent Agenda
☐ Regular Agenda

☐ Personnel Committee
☐ Other ____________

☐ 5 mins
☐ 10 mins ✓
☐ 15 mins
☐ Other

Agenda Item: 2017 Financial Statement

Department: Auditor-Treasurer

[Signature]

Department Head Signature

Background information on Item:

Formal acceptance of the 2017 Financial Statement and authorize publication.

Action Requested:

Financial Impact:
CATHY J. CLEMMER
AUDITOR-TREASURER

PINE COUNTY COURTHOUSE * 635 Northridge Dr NW * Suite 240 * PINE CITY, MN 55063

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<tr>
<td>Maddie Amundson</td>
<td>320-591-1670</td>
<td>Pam Lawrence</td>
<td>320-591-1667</td>
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<td>Melissa Berg</td>
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<td>Terry Lovgren</td>
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<td>Cathy J. Clemmer</td>
<td>320-591-1668</td>
<td>Cassandra Johnson</td>
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2017 Financial Statement
of Pine County for
Fiscal Year Ending December 31, 2017

TO THE PINE COUNTY BOARD OF COMMISSIONERS: I herewith submit to you a full and accurate
statement of the revenues and expenditures for the year ending December 31, 2017 together with an accurate
statement of the finances of the County at the end of the year, including all debts and liabilities and the assets to
discharge the same.

Respectfully submitted,
Cathy J. Clemmer
Pine County Auditor-Treasurer

The foregoing statement as prepared by the County Auditor-Treasurer is hereby approved by the Pine County
Board of Commissioners on the 2nd day of October, 2018 and respectfully submitted to the taxpayers of Pine
County.

1st District     Stephen M. Hallan
2nd District     Joshua Mohr
3rd District     Steve Chaffee
4th District     John Mikrot Jr.
5th District     Matt Ludwig

Attest:

David J. Minke
County Administrator and Clerk of the County Board
AGENDA REQUEST FORM

Date of Meeting: October 2, 2018

County Board

Consent Agenda

Regular Agenda

Personnel Committee

Regular Agenda

5 mins. 10 mins. 15 mins. Other

Agenda Item: Willow River Transfer Station Project

Department: Land Services

Background information on Item:

Pine County conducted a pilot project canister station in the Summer of 2017 in Willow River which was deemed a success. Based on this project, staff were directed to identify and property for a permanent site. Several sites were considered, with staff even applying for a conditional use permit on one site and being denied. A site was identified on the edge of General Andrews Nursey that did not appear to be in use by the DNR (see map).

The County approached the DNR regarding the sale of this property and it has been included with the DNR’s fall surplus land sale. Prior to public sale, the state has an alternative under Minn. Stat. §94.10, which allows such lands to be first offered to the city, county, town, school district, or other public body corporate for public purposes. The DNR has established a sale price of $15,000 as the minimum bid price for the property.

This property is in Sturgeon Lake Township, which similar to the City of Willow River, does not have a zoning ordinance which prohibits this use, therefore the County would be seeking to enter into a memorandum of agreement with the Township.

Action Requested:

Authorize Kelly Schroeder, Land Services Director in purchasing the DNR owned property for $15,000 pending memorandum of agreement for the operation of the transfer station with Sturgeon Lake Township at their October 11th meeting.

Financial Impact:

The purchase of the property was planned for in the Pine County 2018 Budget and the Environmental Assistance Grant received from the Minnesota Pollution Control Agency.
AGENDA REQUEST FORM

Date of Meeting: ___________October 2, 2018_________

☐ County Board
☐ Consent Agenda
☒ Regular Agenda 3 minutes X

☐ Personnel Committee
☐ Other ________________

Agenda Item: Noxious Weed and Invasive Plant Grant Program

Department: ___________________________Land Services__________________________

[Signature]

Department Head signature

Background information on Item:

The Minnesota Department of Agriculture (MDA) is seeking proposal applications from counties and municipalities for grants to address noxious weeds and invasive plants, with priority given to Palmer amaranth or other species on the Prohibited-Eradicate Noxious Weed List.

To date Pine County has only one known infestation of a noxious weed on the state’s “Prohibited-Eradicate Noxious Weed List,” which is Meadow Knapweed found in the Audubon Center for the Northwoods and has recently been spreading to adjacent areas. The MDA made attempts in 2017 and 2018 to treat the infestation, which were not successful. That funding stream has now expired.

Action Requested:

Authorize the Land Services Department to apply for a $20,000 grant to hire an intern and purchase herbicide. The intern will work with private and public landowners to treat meadow knapweed and spotted knapweed (to prevent hybridization) within the affected areas in Dell Grove and Pine Lake Townships. The intern will do other noxious weed work as identified by the Land & Resources Manager.

Financial Impact:

None.
AGENDA REQUEST FORM

Date of Meeting: October 2, 2018

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

☐ Personnel Committee
☐ Other __________

Agenda Item: Jail - Commissary Partnership Agreement

Department: Sheriff's Office - Jail

Department Head Signature

Background information on Item:

Enter into an agreement with our current food service company, Summit Foods to provide commissary services to the jail. Summit Foods has provided commissary service to the jail for approx. 6 years. Summit Foods is expanding the services for the jail to include software, kiosks and tablets.

Enhancements to our current commissary services are:
1. Enhanced money management and accountability system.
2. Ease of adding money to an inmates account. Family can add money to an inmates account either online or at the kiosk in the lobby.
3. Inmate Debit Cards issued upon release - no checks issued - no unclaimed trust accounting.
4. Automated Inmate Services & Records - Inmate Money Management (bail & commissary), Kite Forms, Grievances, Medical Services, Law Library, Inmate Handbook, Inmate Messaging, etc...

Action Requested:

Acknowledge and Approve the Commissary Partnership Agreement attached.

Financial Impact:

None.
Commission for the jail will remain at the current rate of 27%.
COMMISSARY PARTNERSHIP AGREEMENT

This Commissary Agreement is made and entered into by and between Pine County Jail, located at 635 Northridge Drive NW suite 130, Pine City, Minnesota 55063 ("Client"), and Summit Food Service, LLC with offices located at 1751 County Road B West, Suite 300, Roseville, Minnesota 55113 ("Company") (collectively "the Parties").

1. TERM AND INTENT

1.1 Client grants Company the exclusive right to provide Commissary Service, to operate the Commissary Service Facilities.

1.2 This Agreement shall commence on October 1, 2018 (the “Commencement Date”) or sooner if mutually agreed upon in writing by both of the Parties. The Agreement will remain in effect through July 31, 2023. The Agreement shall automatically renew for additional like periods, unless either party provides written notice of termination to the other party at least sixty (60) days prior to the expiration date or unless this Agreement is otherwise terminated as set forth herein.

2. DEFINITIONS

2.1. Accounting Period. Company’s accounting calendar is based on an accounting cycle consisting of three (3) rotational periods of four (4) weeks, four (4) weeks, five (5) weeks.

2.2. Agreement. In order of precedence: (i) this Commissary Agreement, Exhibits and Schedules, as amended and, where specifically included by reference, (ii) the Company’s Proposal and (iii) the Solicitation.

2.3. Commissary Service. Operations and Products to be provided by Company in accordance with this Agreement related to the sale of food, beverages, goods, merchandise and other items at the Premises.

2.4. Governmental Rule. Any statute, law, rule, regulation, ordinance or code of any governmental entity (whether federal, state, local or otherwise).

2.5. Office Equipment. All office items reasonably necessary for Company staff to perform office-related functions at the Premises including, without limitation, furniture (e.g., desk, chair, file cabinet), equipment (e.g., computer, phone, data/high speed internet lines), parking spaces and locker/break room facilities.

2.6. PCI Standards. All rules, regulations, standards or guidelines adopted or required by the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information.

2.7. Premises. The Client’s commissary service facility (ies) located at 635 Nortridge Drive NW., MN 55063.


2.9. Proprietary, Confidential and Trade Secret Information. Items used in Company Commissary Services (owned by or licensed to Company) including, without limitation, menus, signage, surveys, Software (i.e., menu systems, accounting systems), recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, provided, however that the following items
are specifically excluded: (i) information generally available to and known by the public or (ii) information independently developed or previously known by the Client.

2.10. **Supervisory Employee.** Those persons who have directly or indirectly performed management or professional services on behalf of Company for the Client at any time during this Agreement including, without limitation, any corporate employee, manager, assistant manager, chef, lead cook or dietitian.

2.11. **Utilities and Amenities.** All utilities reasonably requested by Company to provide Commissary Services at the Premises including, without limitation, heat, hot and cold water, gas, refrigeration, lights, electric current, ventilation, air conditioning, recycling, cooking waste removal, hazardous waste removal, garbage removal services, exterminator services, telephone services, internet access, and sewage disposal services.

### 3. COMMISSARY SERVICES

3.1 **Commissary Service.** Company will oversee commissary services at the Premises which shall include, without limitation, the sale of food, beverage, goods, merchandise and other items. Commissary goods will be fulfilled onsite.

3.2 **Program Specifications.**
   A. **Kiosks.** Company shall provide one (1) lobby kiosks, and one Booking Kiosks. Tablets and any additional hardware requested by the county must be mutuality agreed by both parties.
   B. **Software.** Company shall provide and assume the cost of any necessary software required for the provision of Commissary Service.
   C. **Pricing.** Company retains the sole and exclusive right to set pricing for food, beverages, goods, merchandise and other items sold.
   D. **Indigent Kits.** Indigent kits shall be delivered by the Client at such times as the Parties mutually agree.

### 4. EMPLOYEES

4.1. **Employees.** Company shall hire employees necessary for its performance of this Agreement. Persons employed by Company will be the employees of Company and not of Client. Company's employees and agents shall comply with applicable rules and regulations concerning conduct on the Client's premises which the Client imposes upon its employees and agents provided such rules and/or regulations are not in violation of any federal, state, and/or local laws. Client agrees to provide Company notice of any proposed changes in rules, at least thirty (30) days prior to implementation. Company will consider Client's written requests to remove Commissary Service employees, provided such requests are non-discriminatory and comply with all laws and regulations governing employment.

4.2. **Existing Employees; Employment Terms; Employee Pension and Benefit Plans.** Company in its sole discretion may elect to hire any managers or employees of Client or Client's incumbent commissary service provider (collectively, "Existing Employees") who are qualified, available and willing to provide Commissary Service at the Premises. Company shall have the authority to establish the terms of employment for all current Company managers and employees (including Existing Employees that Company may elect to hire in connection with this Agreement). Client represents
that such Existing Employees are not represented by a union and are not entitled to be paid a living or prevailing wage under any Governmental Rule or agreement.

4.3. Wages and Hours. Company shall comply with all applicable federal, state and local laws and regulations pertaining to the wages and hours of employment for Company's employees. Client shall comply with all applicable federal, state and local laws and regulations pertaining to the wages and hours of employment for Client's employees.

4.4. Payroll Taxes. Company shall be responsible for all withholding and payroll taxes relative to Company's employees. Client shall be responsible for all withholding and payroll taxes relative to Client's employees.

4.5. Background Checks. Company and Client shall conduct necessary background checks as required by law. Company shall be responsible for the costs of any required background checks.

4.6. Equal Opportunity and Affirmative Action Employer. Company abides by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their age, race, color, religion, sex, sexual orientation or national origin. Company employs and promotes individuals without regard to age, race, color, religion, sex, national origin, protected veteran status or disability.

4.7. Non-Hire. Client acknowledges that Company has invested considerable amounts of time and money in training its Supervisory Employees. Therefore, the Client agrees that during the Supervisory Employee's employment with Company and for a period of twelve (12) months thereafter no Supervisory Employees of Company will be hired by Client nor any facility affiliated with Client, nor will Client permit employment of Company Supervisory Employees on Client's Premises or the Premises of any facility affiliated with Client. Client agrees that if it violates this provision, Client shall pay to Company and Company shall accept as liquidated damages and not as a penalty, an amount equal to one time the annual salary of the Supervisory Employee(s) hired by or allowed to work with Client in violation of the terms of this Agreement. Company shall be entitled to pursue all other remedies available under federal, state, or local law. This provision shall survive the termination of this Agreement.

5. PREMISES, FACILITIES, UTILITIES AND EQUIPMENT

5.1 Premises. The Premises shall be in good condition and maintained by the Client to ensure compliance with applicable Governmental Rules and to enable Company to perform its obligations hereunder. Client shall be responsible for any modifications or alterations to the workplace or the Premises necessary to comply with any applicable Governmental Rules. Company shall have no obligation to maintain or repair the Premises.

5.2 Facilities, Utilities. At its own expense, Client shall maintain, repair, replace, and keep in safe operating condition said Facilities and Utilities, to permit the performance of the Commissary Service and to ensure compliance with Governmental Rules.

5.3 Computer Equipment.

A. Internet Access. The Parties agree that a point-of-sale system is not required for the provision of Commissary Service under this Agreement. Company does require internet access and shall install and Client shall allow Company and the internet provider physical access to the area where a high-speed internet connection will be installed, and shall permit Contractor's
installation of a router and dedicated high-speed internet circuit with full administrative control to establish a connection between the commissary service office, workstations (if any) and Company’s network. Client shall be responsible for the costs of any such installation.

B. Credit Card Processing. If requested by Client, Company will accept and process credit card payments for sales of food, beverage, goods, merchandise and services in the Commissary Service operation. If Company processes credit card transactions using equipment solely provided by Company, then Company will be responsible for compliance of its equipment in accordance with PCI Standards. If Company uses computers, software, network equipment (“Systems”) or other property of Client to process credit card transactions, then Client will be required to provide Systems that fully support PCI standards and requirements or reimburse the Company for the acquisition of Systems that sufficiently meet the requirements of current PCI Data Security Standards. In that case, if Company is considered the "merchant of record", Client will provide Company with a certificate of compliance if requested by Company.

6. LICENSES, PERMITS AND TAXES

6.1 Licenses and Permits. Company shall procure, maintain and post the food licenses and permits as required by law. Client represents and warrants that it has and will maintain all other licenses and permits necessary to operate the Premises and the Commissary Services. The Client agrees to notify Company immediately upon receiving notice of loss of any such permit or license.

6.2 Taxes. Company shall be responsible for collecting and remitting sales tax on applicable sales collected by Company. Unless Client provides documentation of Client’s federal and state tax-exempt status to the Company’s sole satisfaction, Client shall reimburse Company for state and local sales tax on the full amount of charges and fees billed to the Client. Client shall secure and pay all federal, state and local property, excise and income and other taxes and fees required for the Premises and resulting from the Commissary Services provided for hereunder. Client shall immediately pay for any tax assessments including interest, penalties, costs and expenses, which are assessed against the Commissary Service operation and were not in effect as of the Commencement Date or were owed but unpaid as of the Commencement Date. Client shall notify Company promptly should its sales tax status be changed.

7. FINANCIAL ARRANGEMENTS

7.1 Payment Arrangement.

A. Commission. Company shall pay Client a commission of twenty seven percent (27%) on Commissary sales less tax. Company shall issue a check to Client monthly for payment of any commission.

B. Service and Pricing Assumptions. The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on assumptions regarding population, average sales, hours of operation, purchasing, etc. To the extent any of the basic assumptions change or if Client requests a significant change in Services as provided under this Agreement, the Company’s base rate shall be proportionately increased, unless the Parties otherwise mutually agree otherwise.
7.2 Payments Due and Late Payment Penalty. Company shall issue an invoice at the end of each week (which shall run Friday through Saturday) showing the amounts due. Client shall pay the full invoice amount within forty-five (45) days from the issuance of the invoice. In the event payment is not made within forty-five (45) days of the due date, the invoice will be subject to a finance charge of eighteen percent (18%) per annum or, if less, the maximum amount permitted under applicable law. The right of Company to charge the finance charge shall not be construed as a waiver of Company’s normal entitlement to receive timely payment as set forth herein.

7.3 Rebates. Company shall have the sole and exclusive right to retain any and all rebates.

7.4 Right to Offset. In the event that Client is more than forty-five (45) days past due on any obligations to Company, Company shall have the right to offset, from any other sums owed by Company to Client, all or any portion of such outstanding receivables. Additionally, Company shall have the right, at Company’s option, at any time that Client is over forty-five (45) days past due on any obligations require that Client pay, on a prebilling basis, at least one week in advance of each Accounting Period, the estimated amount due Company for that Accounting Period. The estimated amount shall be adjusted and reconciled to the actual amount in the next prebilling invoice, or if Client is no longer past due on its obligations to Company, with the next invoice due hereunder. Further, Company shall have the right to immediately adjust hours, prices, labor and menu offerings to further offset any losses.

7.5 Change in Conditions. The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; labor costs; applicable Governmental Rules; food and supply costs; provision of equipment and utilities; state of the Premises; and federal, state and local sales, use and excise taxes (the “Conditions”). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client’s representations regarding existing and future conditions (the “Representations”). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Commissary Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company’s charges to the Client. Company will provide a thirty (30) day notice of such increased charges.

7.6 Attorney’s Fees and Costs. Client shall pay all costs of collecting any amount due Company, including attorney’s fees and all costs and other expenses incurred by Company in collecting an indebtedness of Client. This provision shall survive the termination of the Agreement.

8. TERMINATION OF THE AGREEMENT.

8.1 Termination for Non-Performance. If either party refuses, fails or is unable to perform or observe any of the terms or conditions of this Agreement for any reason other than for Excused Performance as set forth in this Agreement, the party claiming such deficiency shall provide the breaching party written notice of any such breach. If the breaching party remedies such breach within (i) three (3) days in the case of failure to make payment when due, (ii) fifteen (15) days in the case of any other breach, or (iii) a reasonable time where cure is not possible within fifteen (15) days (collectively the “Notice Period”), the notice shall be null and void. If the breaching party
fails to remedy the breach within the Notice Period, the party giving notice may cancel the Agreement after the end of the Notice Period.

8.2 Termination for Financial Insecurity. If either Party makes an unauthorized assignment for the benefit of creditors, files a petition under the bankruptcy or insolvency laws of any jurisdiction, has or suffers a receiver or trustee to be appointed for its business or property, or is adjudicated a bankrupt or an insolvent, the other party may terminate the Agreement with three (3) days' notice. Provided, however, that Client agrees to provide Company thirty (30) days’ notice before filing a petition for bankruptcy.

8.3 Voluntary Termination. Either Party may terminate this Agreement with or without cause by written notice to the other party given not less than sixty (60) days prior to the effective date of termination.

8.4 Steps Upon Termination. Upon the termination or expiration of this Agreement, Company shall vacate the Premises occupied by Company and shall remove its own equipment and return equipment furnished by Client pursuant to this Agreement.

8.5 Continuing Obligations. The termination of this Agreement shall not affect the rights, privileges, or liabilities of the Parties as they exist as of the effective date of termination. All outstanding amounts owed to Company shall become due and payable immediately upon termination. If, at Client’s request, Company enters into agreements with one or more third parties in connection with its management of Client's Commissary Service operations (collectively, "Third Party Agreements"), Client agrees, at Client's sole cost and expense, to: (i) assume and undertake (or cause to be assumed and undertaken by the Commissary Service provider succeeding Company) all responsibilities of Company under all Third Party Agreements from and after the date this Agreement expires or is earlier terminated; (ii) release Company from all liability associated with such Third Party Agreements from and after the date this Agreement expires or is earlier terminated; and (iii) bear all liability and responsibility with respect to any costs, fees and other charges associated with termination of such Third Party Agreements. This Paragraph shall survive the termination or expiration of this Agreement.

9. INDEMNIFICATION; INSURANCE

9.1 Insurance. Both Client and Company shall maintain their own insurance on their respective real property, equipment and contents. Upon request, evidence of such insurance shall be provided in the form of a certificate of insurance.

A. Company Insurance. Company shall procure and maintain the following insurance:
   1. Worker’s Compensation Insurance as prescribed by the laws of the state where the Premises are located; and
   2. Comprehensive General Liability Insurance, with limits of one million dollars ($1,000,000.00) per occurrence and one million dollars ($1,000,000.00) annual aggregate to cover any and all claims that arise during the course of this Agreement.

B. Subrogation. Client and Company waive any and all right of recovery from each other for property damage or loss of use thereof, however occurring, which loss is insured under a valid and collectible insurance policy to the extent of any recovery collectible under such insurance. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to
claims for personal death or injury. Company shall not be liable to the Client, in any way for
damage to the Facilities or Premises caused by reason of fire, or other hazard, however
caused, or by the reason of an act of God. In any event, Company shall not be held liable for
any cause to an extent which would exceed effective coverage and dollar limits prevailing
under the policies of insurance described in this Agreement.

9.2 **Indemnification.** Each Party agrees to provide the following indemnification:
A. Each party agrees that it will defend, indemnify and hold harmless the other party, its officers,
directors, parent corporation, affiliates, employees and agents ("Indemnified Parties") against
any and all liabilities, losses, damages, injuries, deaths, reasonable litigation expenses
(including, without limitation, reasonable attorneys' fees), costs and costs of court (collectively,
"Damages") which Indemnified Parties may hereafter sustain, incur or be required to pay
arising out of the other party's negligent acts, omissions or failure to perform obligations
pursuant to this Agreement. Provided, however, neither party shall be required to defend,
indemnify and hold harmless the other party for any intentional or criminal actions of the other
party or its employees, visitors or invitees. Client agrees to defend, indemnify and hold
harmless Company Indemnified Parties from all Damages which may arise due to any act or
omission of a Company Party made in compliance with a Client's rules or requirements.
B. **Notice of Indemnification.** A party shall only be required to indemnify pursuant to the
Agreement, where that party receives a written request to indemnify within twenty (20) days
after the initial receipt of notice of any such lawsuit or claim by the party requesting
indemnification. Failure to notify a party of such claim or lawsuit within the stated period of
time shall relieve that party of any and all responsibility and liability under this Agreement to
defend, indemnify and hold harmless for that claim or lawsuit.

10. **GENERAL AGREEMENT TERMS**

10.1 **Confidentiality.** Neither Client, nor Client's employees or agents, shall disclose, photocopy,
duplicate or use, either during or after the term of this Agreement, any Proprietary, Confidential
and Trade Secret Information, without Company's prior written permission. All Proprietary,
Confidential and Trade Secret Information shall remain Company exclusive property. Client's
access or use of Company Proprietary, Confidential and Trade Secret Information or Software shall
not create any right, title, interest or copyright in such Information or Software. If Client is
requested to disclose any of the Confidential Information to any third party for any reason, Client
shall provide Company with prompt notice of such request(s). Upon termination of this
Agreement, Client shall return all Company Proprietary, Confidential and Trade Secret Information
in Client's possession relating to Company's services pursuant to this Agreement. Client agrees
that upon breaching this provision, Company shall be entitled to equitable relief, including
injunction or specific performance, in addition to all other available remedies. This provision shall
survive the termination of the Agreement.

10.2 **Intellectual Property.** Nothing in this Agreement is intended to grant any rights to Client under any
patent, copyright, trademark, trade name, trade secret or other proprietary right of Company
(whether now owned or hereafter developed or acquired), all of which are reserved to Company.

10.3 **Independent Contractor Relationship.** It is mutually understood and agreed, and it is the intent of
the Parties, that an independent contractor relationship is hereby established under the terms and
conditions of this Agreement. Employees of Company are not, nor shall they be deemed to be, employees of Client. Employees of Client are not, nor shall they be deemed to be, employees of Company.

10.4 Notice. Any notice required under this Agreement shall be deemed to have been sufficiently provided when delivered by hand, or three days after being sent by certified or registered mail return receipt requested, or by overnight delivery service with receipt of delivery, provided such delivery is to the parties at the following addresses:

Client
Attn: Sheriff
635 Northridge Drive NW, suite #130
Pine City, MN 55063

Company
Attn: President & CEO
1751 County Road B West, Suite 300
Roseville, MN 55025

10.5 Excused Performance. If performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, regulation, decree or order by any federal, state, or local court, governmental agency or governmental authority, or because of riot, war, public disturbance, strike, lockout, differences with workmen, fire, flood, Act of God or any other reason whatsoever, which is not within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues.

10.6 Assignment or Transfer. Neither party may assign or transfer this Agreement, or any part thereof, without written consent of the other party. Such consent shall not be unreasonably withheld. Provided, however, that this shall not apply to Company’s transfer to a parent, sister or successor company where Company provides Client at least thirty (30) days written notice.

10.7 Entire Agreement; Waiver. This Agreement, including any Exhibits hereto, constitutes the entire Agreement between the Parties with respect to the provisions of Company’s services, and there are no other or further written or oral understandings or agreements with respect thereto except as otherwise set forth herein. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Company and Client. This Agreement supersedes all other agreements between the Parties or their predecessors for the provision of Company Commissary Services.

10.8 Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party had signed on the same signature page. This Agreement may be transmitted by fax or by electronic mail in portable document format ("PDF") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures.

10.9 State Guidelines. Client hereby agrees that the validity and construction of this Agreement shall be governed by Minnesota law. Should a lawsuit be necessary to enforce this Agreement, Client hereby waives any objection to venue or personal jurisdiction and agrees to be subject to the jurisdiction of the courts located in Illinois. A facsimile copy or photocopy of this Agreement shall be valid as an original thereof. EACH PARTY HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF AND BROUGHT BY ANY OTHER PARTY.
10.10 **Limitation of Liability.** Company's entire liability and Client's exclusive remedy for damages arising out of or related to this Agreement or the Commissary Services shall not exceed the total amount paid by Client to Company for the current term of this Agreement. COMPANY SHALL NOT BE LIABLE FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF REVENUE OR PROFIT IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.

10.11 **Severability.** Any term or provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

10.12 **Authority.** Company and Client represent that the individual executing this Agreement has been duly and validly authorized to execute this Agreement on each party's respective behalf with the full power and authority under all applicable laws and respective articles of incorporation, bylaws or other governing instrument to enter into this Agreement and to perform their obligations hereunder.

**IN WITNESS WHEREOF,** the Parties, intending to be legally bound, have caused their appointed and duly assigned officers to execute this Agreement.

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Date of Meeting: October 2nd, 2018

☑ County Board
☐ Consent Agenda
☐ Regular Agenda
☐ Other

☐ Personnel Committee
☐ Other

Agenda Item: Approve & Sign 2019 Community Coach MOU

Department: Probation

Action Requested:
Approve & Authorize the Board Chair, County Administrator, and Attorney to sign on behalf of Pine County.

Financial Impact:
The MLBO has donated $25,000 to Pine County to fund half of the position for 2019, with the understanding that Pine County will fund the other half.

Background information on Item:
Attached is the 2019 Memorandum of Understanding between the Mille Lacs Band of Ojibwe & Pine County relative to the Cultural Community Coach.
COMMUNITY COACH
MEMORANDUM OF AGREEMENT
BETWEEN THE MILLE LACS BAND OF OJIBWE AND
PINE COUNTY, MINNESOTA

PURPOSE
The purpose of this Memorandum of Agreement is to outline the responsibilities between the Mille Lacs Band of Ojibwe and Pine County for the Community Coach position that will seek to improve the lives of the youths and families served by the two governments.

I. DEFINITIONS

The terms and abbreviations used in this Memorandum of Agreement have the following definitions:

1. **Band** - The Non-Removable Mille Lacs Band of Ojibwe, which is a sovereign, self-governing, federally recognized Indian tribe and is a signatory to the Treaties of July 29, 1837 (7 Stat. 536); October 4, 1842 (7 Stat. 842); and February 22, 1855 (10 Stat. 1165), among others.

2. **Community Coach** – An individual with life experiences and knowledge rooted in and based on American Indian culture who will assist the Band’s District 3 juveniles and their families with County court-related matters, school attendance and cultural opportunities. Specific duties and responsibilities are outlined in this MOA and in the attached RFP.

3. **County** - Pine County, which is a County established under the laws of the State of Minnesota.

4. **Culturally-sensitive programming** – Programming that recognizes the differences in cultures and creates space that reflects different cultures, and related materials and activities of that culture.

5. **Culturally-competent programming** – Programming that includes a variety of cultural perspectives and works to consciously bring other cultural values, representatives and standards into the program.

6. **MOA** – Memorandum of Agreement

II. COMMUNITY COACH EXPECTATIONS

The Band and the County agree that the following services provided by the Community Coach will be beneficial to both parties. The attached RFP provides further details regarding the services and is incorporated into this MOA.
1. Provide contact with youth and their families to assist them in attending court dates or County restorative justice programming dates.

2. Provide transportation to court or County programming if needed, and communicate (whether via phone, text or e-mail) reminders to families about hearing and appointment dates.

3. Engage youth and minimize the chance of a new offense being committed before their scheduled court date or County programming date.

4. Connect or reconnect youth to educational opportunities such as mainstream schooling, alternative schooling, employment opportunities, IEP plans, Elders, mentoring or tutoring.

5. Identify and provide access to a variety of cultural and recreational activities.

6. Connect youth with pro-social culturally-based leisure activities.

7. Connect youth to their cultural communities or with cultural mentors, identifying and building strengths based on their culture.

8. Remain with the youth during their court hearings and County programming dates. The community coach will provide County Probation with a summary of the youth’s strengths and needs which will be incorporated into the probation agent’s recommendations to the court.

9. Identify and recommend culturally-competent or culturally-sensitive programming or opportunities to County Probation, the court and the Band.

10. Identify and recommend ways in which both parties can improve their services to Band youth.

11. Where appropriate, act as a liaison between the youth and Pine County Schools.

III. FINANCIAL RESPONSIBILITIES

The Band and the County will each contribute $25,000. Pine County will be the fiscal host, and responsible for compensating the Community Coach. The following is the estimated compensation and costs package:

1. Wages: $21.36 per hours, 37.5 hours a week ($41,652 per year)

2. Mileage: $550 per month ($6,600 per year)

3. Remainder: $1,748 for supplies
If, after completion of the term of this MOA, there is a surplus from the contributions and the Community Coach position is renewed for another term, any remainder shall be applied to the new term. Otherwise, an equal share of the remainder shall be returned to each party within 30 days of the end of the term.

IV. PROGRAM COORDINATOR

Pine County Probation Director Terry Fawcett is designated as the Program Coordinator for the Community Coach program. The Program Coordinator will ensure that the goals and purposes of this MOA and the RFP are being accomplished. The Program Coordinator, with the approval of the Band, may terminate a Community Coach if the goals and purposes of this MOA and the RFP have not been met. The Program Coordinator is responsible for monitoring the Community Coach’s progress, communicating expectations to the Community Coach that are consistent with this MOA and RFP, and developing goals and benchmarks for the Community Coach. The Program Coordinator is responsible for providing monthly updates about the Community Coach program to the Band’s designated representative. The Program Coordinator is responsible for ensuring that the program stays within the budget.

V. TERM

This MOA ends one year after the parties enter a contract with a suitable Community Coach.

VI. LOCATION

Pine County Probation will provide office space within its suite for the Community Coach. The Band may also provide office space within District 3 or other suitable Pine County location. Neither party to this MOA will be compensated for providing office space.

VII. CONTRACTING WITH A COMMUNITY COACH

The Program Coordinator is responsible for recruiting and contracting with a suitable and qualified Community Coach. The Band, through its designated representative Katie Draper, shall approve any candidate for the Community Coach position prior to entering a contract with the candidate for the position. The Program Coordinator will ensure that the Community Coach enters a contract with provisions detailing the independent contractor status, indemnification responsibilities, drug testing requirements and other provisions protecting the County and the Band from liability.
COUNTY OF PINE

By: ______________________________
   Stephen M. Hallan, Chair
   Pine County Board of Commissioners

Dated: __________________________

By: ______________________________
   David J. Minke
   County Administrator

Dated: __________________________

MILLE LACS BAND OF OJIBWE

By: ______________________________

Dated: __________________________

APPROVED AS TO FORM

By: ______________________________
   Reese Frederickson
   County Attorney

Dated: __________________________