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, November 6, 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 October 16, 2018 County Board Meeting and Summary for publication

F) Minutes of Boards, Reports and Correspondence
   Pine County HRA Senior Housing Regular Meeting Minutes – August 22, 2018
   Notice Regarding Wellhead Protection Plan for the City of Askov – October 17, 2018
   Pine County Chemical Health Coalition Minutes – October 8, 2018
   Pine County Land Surveyor Monthly Report – October, 2018
   Pine County Zoning Board Minutes – August 23, 2018

G) Approve Consent Items

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

1. October 2018 Disbursements

2. Application for Abatement
   Consider approval of Application for Abatement for Sunrise Homes/JC Homes, 7424 566th St.,
   Pine City, PID 43.5229.000, pay 2018.

3. Application for Repurchase
   Consider approval of Resolution 2018-58 for Repurchase of Tax Forfeited Land in full, Angela
   Campbell, PID 08.5257.000, and authorize Board Chair and County Auditor to sign.
4. **Correctional Care Contract**  
   A. **Essentia Health Jail Nursing Contract Termination**  
      Consider approval of termination of nursing services contract between Essentia Health and Pine County Jail effective December 7, 2018.
   
   B. **Health Authority Services Contract Termination**  
      Consider approval of termination of Health Authority Services contract between Dr. Petry/Gateway and Pine County Jail effective December 7, 2018.
   
   C. **Contract with MEND Correctional Care**  
      Consider approval to enter into a contract for jail clinical services with MEND Correction Care and authorize Board Chair and County Administrator to sign. MEND services annual fee - $231,600; in 2017 jail paid $255,000 for same services. The term of this contract is for three years.

5. **Agreement for Psychiatric Services with Kanabec County Family Services**  
   Consider approval of the agreement between Pine County Health & Human Services and Kanabec County Family Services to purchase seven hours of psychiatric services per month from Kanabec County Family Services, at the rate of $125 per hour. This contract is effective December 1, 2018 – December 31, 2019. Authorize Board Chair and County Administrator to sign.

6. **Cooperative Agreement – Windemere Township**  
   Consider approval of the Cooperative Agreement with Windemere Township and authorize Board Chair and County Administrator to sign.

7. **Personnel**  
   A. **Regular Status/Completion of Probationary Period)**  
      Consider approval of regular status for Registered Nurse Kelsi Ervin, effective November 22, 2018.
   
   B. **Promotion**  
      Consider promotion of Jessica Fehlen from Family Health Team Leader to Public Health Supervisor effective November 11, 2018 at $34.50 per hour (Grade 15 on the non-union scale).

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**REGULAR AGENDA**

1. **Public Hearing on County Fees – at 10:00 a.m. or as soon thereafter as practicable**  
   A. Presentation of Fee Schedule for change/establishment of fees for Interim Use Permits, Septic Compliance Inspections, and Solid Waste Fees  
   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 the fee schedule for Interim Use Permits and Septic Compliance Inspection Fee and Resolution 2018-56 increasing the Solid Waste Fee from $6 to $8 per improved taxable parcel.

2. **Technology Committee**  
   The Technology Committee met October 23, 2018. Minutes attached. Informational only. No action required.
3. **Family Pathways Presentation**  
Presentation by Family Pathways Chief Executive Officer Lisa Mears and Director of Community Services Roxie Karelis.

4. **Briana Michels with MLBO/Grand Casinos**  
Presentation by Briana Michels, Learning and Development Specialist at Grand Casino – Hinckley.

5. **Central MN Initiative Foundation – Jail Work Release Program**  
Central Minnesota Initiative Foundation recently honored the Pine County Jail for their jail work release program; presentation of a video recently released related to the jail work release program.

6. **Nemadji One Watershed One Plan**  
A. Consider entering into a Memorandum of Agreement to participate in the drafting of the Nemadji One Watershed One Plan. Authorize Board Chair and County Administrator to sign.

   B. Appoint a Commissioner and alternate to serve on the Policy Committee, if the county enters into the Memorandum of Agreement.

7. **Memorandum of Agreement – Willow River Transfer Station**  
Consider a Memorandum of Agreement with Sturgeon Lake Township regarding the operation of the Canister Site Transfer Station and authorize Board Chair and County Administrator to sign.

8. **Arrowhead Counties Association Legislative Priorities**  
Consider the five legislative priorities as determined by the Arrowhead County Association and rank all five as to priority.

9. **2019 Budget Update**  
Discussion.

10. **January, 2019 Meetings**  
Schedule of January, 2019 county board meetings.

11. **Commissioner Updates**  
Arrowhead Counties Association  
Snake River Watershed  
ECRDC  
NLX – cancelled  
Pine County HRA  
Resource Training & Solutions’ CCOGA Insurance Advisory Committee  
Rush Line Task force – cancelled  
Zoning Board  
Soil & Water Conservation District - cancelled  
Security Committee meeting  
Zoning Initiative public meetings  
Other

12. **Other**
13. **Upcoming Meetings (Subject to Change)**
   a. Pine County Board Meeting, Tuesday, November 6, 2018, 10:00 a.m., Board Room, Courthouse, Pine City, Minnesota.
   b. Facilities Committee, Wednesday, November 7, 2018, 9:00 a.m., 1610 Hwy. 23, Sandstone, Minnesota.
   c. East Central Solid Waste Commission, Monday, November 12, 2018, 9:00 a.m., 1756 180th St., Mora, Minnesota.
   d. Personnel Committee, Tuesday, November 13, 2018, 9:00 a.m., Commissioners’ Conference Room, Courthouse, Pine City, Minnesota.
   e. Canvassing Board, Tuesday, November 13, 2018, 9:00 a.m., Board Room, Courthouse, Pine City, Minnesota.
   f. Pine County Chemical Health Coalition, Tuesday, November 13, 2018, 3:00 p.m., East Central High School, Finlayson, Minnesota.
   g. Arrowhead Counties Association, Wednesday, November 14, 2018, 6:00 p.m., Hampton Inn, Duluth, Minnesota.
   h. Extension Committee, Thursday, November 15, 2018, 3:00 p.m., 42306 Birchview Road, Sturgeon Lake, Minnesota.
   i. Meeting with Mille Lacs Band of Ojibwe, Friday, November 16, 2018, 1:00 p.m., Hinckley Community Center, Hinckley, Minnesota.
   j. Lakes & Pines Community Action Council, Monday, November 19, 2018, 10:00 a.m., 1700 Maple Avenue E., Mora, Minnesota.
   k. Pine County Board Meeting, Tuesday, November 20, 2018, 10:00 a.m., Pine County History Museum, 6333 H C Andersen Alle, Askov, Minnesota.

14. **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.

The East Central Environmental Club was represented by Melody Kosbab, Belle Shervheim and Craig Feist. They presented a draft of their proposed Environmental Inheritance Resolution asking for county collaboration and eventual adoption.

Chair Hallan called for revisions to the Agenda.


Commissioner Mikrot moved to adopt the amended Agenda. Second by Commissioner Mohr. Motion carried 5-0.

Commissioner Ludwig moved to approve the Minutes of the October 2, 2018 board meeting and Summary for publication. Second by Commissioner Mikrot. Motion carried 5-0.

Commissioner Ludwig moved to approve the Minutes of the October 3, 2018 Special Meeting-Auditor/Treasurer Interviews. Second by Commissioner Chaffee. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence

East Central Library Board Minutes – September 10, 2018

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

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

**CONSENT AGENDA**

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

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2. **Tobacco Licenses**  
   Approve tobacco licenses for October 16 – December 31, 2018: Sandstone Arco (FKA: Sandstone Quarry), Minit Mart #564 (formerly TA associated), and Minit Mart #559 (formerly TA associated).

3. **Application for Repurchase**  
   Approve Resolution 2018-57 for the repurchase of tax forfeited land in full for Erin and Nicole Esterberg, PID 09.5954.000. Authorize Board Chair and County Auditor to sign.

4. **Demolition Bid**  
   Accept the bid from Ol’ Heritage Contracting in the amount of $15,255 and move forward with the demolition project located at 26912 Crooked River Road, Pine City.

5. **Donation**  
   Accept a $300 donation from the Askov Rutabaga Festival Fair Board and designate to the Pine County Sheriff’s Reserve Fund; this donation will be used to offset the cost of uniforms, training and equipment.

6. **2018 Emergency Management Performance Grant**  
   Approve the 2018 Emergency Management Performance Grant in the amount of $21,615 for the period January 1, 2018 – December 31, 2018. This grant requires matching funds. Authorize Board Chair and County Administrator to sign.

7. **Personnel/Employment Status**  
   Approve granting regular employment status to Child Support Officer Christina Frey, effective October 17, 2018 and to Support Enforcement Aide Diane Lombard, effective November 5, 2018.

8. **New Hire**  
   A. Approve the hiring of Cassandra Olson as a case aide in HHS, effective October 22, 2018, grade 5, step 1, $17.40 per hour.  
   B. Approve the hiring of John Lauer as an assistant county attorney, effective October 22, 2018, grade 14, $62,962 per year (exempt position).

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**REGULAR AGENDA**

1. **Facilities Committee**  
   Commissioner Mohr provided an overview of the October 4, 2018 Facilities Committee meeting. Information only. No board action necessary.

2. **Personnel Committee**  
   Commissioners Chaffee and Ludwig provided an overview of the October 9, 2018 Personnel Committee meeting. The Personnel Committee made the following recommendations:  
   A. **Sheriff’s Office**  
      Ratify the termination of part-time probationary employee Deputy Nathaniel George, effective August 22, 2018 and to approve backfilling the position.
   B. **Health & Human Services**  
      Ratify the termination of Social Worker Jenny Morrison, effective September 11, 2018 and to approve backfilling the position.
C. Highway Department
   Approve the hiring of a part-time Building Maintenance Worker to cover a leave of absence that will begin in November and last 3-4 months. The position is a Grade 3 with a minimum starting wage of $15.48 and is contained in the 2018 Highway budget.

D. Auditor-Treasurer
   Table the request for the reclassification of the Deputy Auditor position (from a Grade 7 to Grade 8) and readdress at the November 13, 2018 Personnel Committee meeting.

E. Administration
   Combine the current functions of the Auditor-Treasurer Office with those of the Land Services Department. This change will be accomplished by using the existing/planned supervisors – Caleb Anderson (Zoning & Solid Waste), Greg Beck (Land) and Michelle Kelash (HHS Accounting), Melissa Berg (Auditor/Treasurer), and Assessor/Recorder (to be filled by an internal promotion, with a backfill for an appraiser position).
   As permitted by Resolution 2017-40, consider the appointment of Kelly Schroeder as the Auditor-Treasurer, effective January 7, 2019 or sooner if there is a vacancy in the elected auditor-treasurer position.
   Direct the Administrator and Human Resources:
   o Review the job classification of the Auditor-Treasurer position.
   o Create a job description for the County Assessor/Recorder and determine a job classification.
   o Update the job description of the Chief Deputy Auditor-Treasurer to include supervisory responsibilities and evaluate the job classification.
   o Update the job description of the Fiscal Officer to include supervisory responsibilities and evaluate the job classification.
   o Review the job descriptions of the Land and Resources Manager and ensure they are descriptive of the contemplated duties.
   o Review any other positions/structures that may be impacted and make recommendations if warranted.

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

3. Health & Human Services – Waivered Services
   Health & Human Services Supervisor Pat Meacham provided information on waivered services provided to county residents.

3A. Auditor – Treasurer Retirement Notice
   Motion by Commissioner Chaffee to accept Cathy Clemmer retirement date of December 31, 2018. Second by Commissioner Ludwig. Motion carried 5-0.

4. Third Quarter Budget Update
   County Administrator David Minke provided an update of the budget for the first three quarters of 2018 reviewing the expenditure and revenue of the major funds. The budget is on track. Service hours provided by Sentence-to-Serve and the updates on Highway projects were reviewed.

5. Commissioner Updates
   Central Minnesota Council on Aging: Chair Hallan stated the upcoming budget and director positons were reviewed.
East Central Regional Juvenile Center: Probation Director Terry Fawcett was in attendance. The budget was reviewed.

East Central Solid Waste Commission: Chair Hallan attended and covered a recent accident and financial impacts that tighten the removal schedule.

East Central Regional Library: Commissioner Mohr stated strategic planning took place along with a legislative update.

Pine County Chemical Health Coalition: Commissioner Ludwig stated grant awards for individual schools will be dispersed, the social host ordinance is being created, and coalition members are looking for trends to provide proactive prevention.

Northeast Minnesota Area Transportation Partnership: Chair Hallan stated MNDOT covered the 2019 plan. The importance of attending and being involved was highlighted.

District 1 Fall Meeting: Chair Hallan, Commissioner Ludwig, and County Administrator Minke attended. The cost of personnel and healthcare insurance was discussed as universal county cost drivers. The Pipeline value assessment and court case was discussed with impact on other utilities using a similar process in the future.

Law Library: Commissioner Mohr attended and stated they discussed replacing missing materials.

Joint Boards Meeting: Meeting cancelled and rescheduled for December 13, 2018.

Pine County Coalition of Lake Associations: Land Services Director Kelly Schroeder attended. She stated that the MN DNR Fisheries presented along with a discussion on a Service Water Ordinance in Pine County.

Lakes & Pines Community Action Council: Chair Hallan reported that an update was provided at the last board meeting and there was nothing further to report at this time.

6. **Other**: At the County Board’s request, Land Services Director Kelly Schroeder reported on township meetings and lake association meetings she attended.

7. **Upcoming Meetings**
   Upcoming meetings were reviewed.

8. **Adjourn**
   With no further business, Chair Hallan adjourned the meeting at 11:32 a.m. The next regular meeting of the county board is scheduled for Tuesday, November 6, 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.

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Minutes of Boards, Reports and Correspondence

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Approve granting regular employment status to Child Support Officer Christina Frey, effective October 17, 2018 and to Support Enforcement Aide Diane Lombard, effective November 5, 2018.

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**Personnel Committee**

Commissioners Chaffee and Ludwig provided an overview of the October 9, 2018 Personnel Committee meeting. The Personnel Committee made the following recommendations:

A. **Sheriff’s Office**
   - Ratify the termination of part-time probationary employee Deputy Nathaniel George, effective August 22, 2018 and to approve backfilling the position.

B. **Health & Human Services**
   - Ratify the termination of Social Worker Jenny Morrison, effective September 11, 2018 and to approve backfilling the position.

C. **Highway Department**
   - Approve the hiring of a part-time Building Maintenance Worker to cover a leave of absence that will begin in November and last 3-4 months. The position is a Grade 3 with a minimum starting wage of $15.48 and is contained in the 2018 Highway budget.

D. **Auditor-Treasurer**
   - Table the request for the reclassification of the Deputy Auditor position (from a Grade 7 to Grade 8) and readdress at the November 13, 2018 Personnel Committee meeting.

E. **Administration**
   - Combine the current functions of the Auditor-Treasurer Office with those of the Land Services Department. This change will be accomplished by using the existing/planned supervisors – Caleb Anderson (Zoning & Solid Waste), Greg Beck (Land) and Michelle Kelash (HHS Accounting), Melissa Berg (Auditor/Treasurer), and Assessor/Recorder (to be filled by an internal promotion, with a backfill for an appraiser position).
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- Review the job descriptions of the Land and Resources Manager and ensure they are descriptive of the contemplated duties.
- Review any other positions/structures that may be impacted and make recommendations if warranted.

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

Motion by Commissioner Chaffee to accept Cathy Clemmer retirement date of December 31, 2018. Second by Commissioner Ludwig. Motion carried 5-0.

County Administrator David Minke provided an update of the budget for the first three quarters of 2018 reviewing the expenditure and revenue of the major funds. The budget is on track.

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Stephen M. Hallan, Chair          David J. Minke, Administrator
Board of Commissioners            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.
MONTHLY BOARD OF DIRECTORS MEETING PINE COUNTY HOUSING
AND REDEVELOPMENT AUTHORITY.

The regular meeting of the Pine County HRA Senior Housing Board of Directors was held on August 22, 2018 at the Sandstone Manor. Commissioners of the HRA present were Board Chair Dorothy Stockamp, Jan Oak, Cheri Drilling, Dennis Korpi, Greg Kvasnicka and Management Agent, Tammy Gehrke, Cammy Robbins.

1. The meeting was called to order at 1:00 p.m. by Board Chair D. Stockamp and the Pledge of Allegiance was said.

2. The HRA Board minutes from the Monthly Meeting conducted July 25, 2018 were reviewed by the Board members. A motion was made by C. Drilling and seconded by G. Kvasnicka to accept the minutes. Motion carried: Yeas 5, Nays 0

3. The Management Agent Report and the monthly financial statements and investment report were presented by T. Gehrke. A motion was made by J. Oak and seconded by D. Stockamp to approve the financial statements and the investment report. Motion carried: Yeas 5, Nays 0

4. PCHRA Reviewed documents provided by Tammy Gehrke from attendance at the Pine County Board Meeting to review the CEDA REPORT.

5. A motion was made by C. Drilling and was seconded by J. Oak to adjourn the meeting at 2:34 p.m. Motion carried: Yeas 5, Nays 0

Dorothy Stockamp
HRA Board Chair

Tammy Gehrke
Management Agent
NOTICE TO LGUs REGARDING WHP PLAN APPROVAL AND IMPLEMENTATION

INTENT

Date: October 17, 2018

To: Steve Hallan Chairperson, Pine County Board
   Anne Stitt, Clerk, Partridge Township Board
   Paul Paulsen Mayor, City of Askov
   Skip Thomson, Chairperson, Pine County Soil and Water Conservation District
   Bob Voss, Executive Director, East Central Development Commission
   George Minerich, Planner, Minnesota Department of Health

From: Kathy Morris, Clerk, City of Askov

Re: Wellhead Protection Plan for the City of Askov

The City of Askov has completed the wellhead protection planning process and received notice from the Minnesota Department of Health that the submitted plan has been approved on October 9, 2018. With this approval, we must begin implementation of our plan within 60 days after approval (part 4720.5560, subpart1).

The City of Askov appreciated your assistance with the development of our wellhead protection plan, and we look forward to your continued cooperation with this effort.

If you have any questions or concerns, please contact me at (320) 838-3616.

cc: Jill Carlier, Manager, Pine Soil and Water Conservation District
    Trudi Witkowski, Minnesota Department of Health
Pine County Chemical Health Coalition
Minutes
October 8, 2018
Hinckley-Finlayson High School, Hinckley

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

Attendance:
Jamie Root-Larsen, Positive Community Norms Media Specialist
Jenilee Telander, Regional Prevention Coordinator
Tanya Christopherson, Essentia Health
Commissioner Matt Ludwig
Reese Frederickson, Pine Co Attorney
Stef Youngberg, East Central High School
Lynette Kuzel, Teen Focus
Paul Widenstrom, Pine Co Sheriff’s Dept
Amber Chase, Pine Co Probation Dept
Nate LaFond, Hinckley-Finlayson High School
Richard Newman, Recovery Leader
Lynette Forbes-Cardey, Sam Lo, Lori Fore, Becky Foss, Pine Co HHS

Meeting commenced at 3:03 pm by Reese Frederickson at Hinckley-Finlayson High School, Hinckley

1. **Introductions and Welcome**
   Welcome to all, introductions were made and thanks for coming today.

2. **Addition/Changes to the Agenda**
   Added change to date of November’s meeting, meeting will be on Tuesday, Nov 13th at East Central, due to Monday the 12th being a paid holiday for Pine County employees. *Motion to approve was made by Becky Foss, seconded by Jamie Root-Larsen. Motion Carried.*

3. **Minutes of September 10, 2018**
   *Motion to approve 9/10/18 minutes made by Lori Fore, seconded by Stef Youngberg. Motion carried.*

4. **Reese Frederickson, Chair**
   
a. **Grant Awards for Schools (typically $ 750)** For many years, PCCHC has offered small annual grants to all schools in the county. A Request for Proposal form is usually sent to all schools in the county in September. We missed the mailing date for the grants, but will send them out as soon as possible. One requirement for these grants is that the funds be used toward an event or program that aligns with the PCCHC’s mission. Proposals should be returned to the Coalition by January 11, 2019. *Matt Ludwig made a motion to approve, Becky Foss seconded.* Because these Coalition Grants are outside the scope of the P&I Grant, they will be funded by the DARE fund, which is received on a regular basis from Pine County, there are adequate funds to cover $ 750.00 for each of the 4 schools districts plus the private school in Sandstone. No P&I Grant funds will be used for these grants. *Motion passed.*

   b. **Coalition Meeting Content.** For many years the members of this coalition regularly shared updates with the coalition from their own areas of concern. These updates included things like current events,
quarterly statistics, new challenges or chemical use trends, and successes in prevention. Some coalition members have voiced a request to return to this practice. After some discussion it was agreed that as part of our plan to sustain our work after the P&I Grant has finished, we will make time in our meetings for partners to share these reports every other month. \textit{No motion, no vote.}

c. \textbf{Social Host Ordinance}. Reese had sent a draft version of a proposed Social Host Ordinance to be presented to the Pine County Board. Next steps will be: presenting the proposed ordinance to the commissioners, holding a public hearing. There was much discussion about inviting students, and citizens to attend the hearing, and speaking if appropriate. \textit{Issue tabled until November Coalition meeting.}

5. Lynette Forbes-Cardey, Grant Coordinator

a. \textbf{Updates, Reports, etc.}

\textbf{News from the Schools}
A note from the President of East Central’s E.T.A student group, Emma Jansen, was read. Highlights included: preparing for the Youth Leadership Academy; tossing balls at homecoming pep-fest and game; serving hot chocolate and apple cider at Homecoming Dance. Lynette reported: Positive Jags at Hinckley-Finlayson are continuing to work on their own version of the 7 Principles; planning for the current school year; and sending 8 students to YLA. And that ETA was going to provide filled Water Bottles (the Green ones with the adult message) for East Central’s Homecoming Hustle, a fun run held before the Homecoming game.

\textbf{Volunteer Opportunities for Coalition Members}
Friday afternoon, 4:30 to 5:30 at East Central need a couple of volunteers to fill and distribute water bottles.

\textbf{Report Volunteer Opportunities for Coalition Members}
Nothing to report.

\textbf{Training Reports from Coalition Members}
PCN Training at Rutger’s Resort in Deerwood. Jamie Root-Larsen, Shawn Jansen, Nate LaFond, Cara Keinenan, and Lynette attended this training Oct 2 and 3. Main themes: Integrating the Science of the Positive Transformation model (Spirit, Science, Action, Return) and the 7 Core Principles into everything we do from agendas, to communications, to events; also running student group meetings and activities with the same approach.

\textbf{Upcoming Training Opportunities for Coalition Members}
SAPST – 3 people to be trained this year – Next event is December 3, 2018, in Rochester, MN.

Program Sharing Conference is October 25-26 in St. Cloud. Coalition members were encouraged to take part in this, grant will pay for lodging and expenses.
6. Jamie Root-Larsen, Media Consultant
   a. Bottled Water to be delivered to East Central and Hinckley-Finlayson schools.
   b. Surveying students for poster development. Potentially using iPads in lunch rooms to efficiently capture feedback.
   c. Working with Parent PCN survey information to develop adult focused messages.
   d. Developing new water bottles for students at both EC and HF.
   e. Finish development of Talk Early, Talk Often postcards for parents.
   f. Working with Communications Committee to update Radio Spots, Theater Ads, etc.

7. Jenilee Telander, Regional Prevention Coordinator Coalition Committees
   a. Team Planning Tool developed. Examples of completed Team Planning tools we distributed. These can be used to develop the time-line and action plan for Coalition activites and interventions.
   b. Committees broke into workgroups for about 20 minutes

8. Reports from Committees
   a. Retail/Social Access Committee
      i. Responsible Beverage Server Training
         This will involve contacting all outlets in our area of concern to learn what they currently do for training servers. Potentially drafting a script for members to follow when they call alcohol sites. Also, consider offering training at a site other than the High Schools, perhaps within the business itself. An updated list of all alcohol outlets is required to initialize this and other efforts by the Access Committee.
   b. Communication Committee
      i. Thinking about sustainability and keeping all the schools in Pine County engaged, the Communication Committee discussed a letter to Superintendents at all schools inviting them to attend Coalition meetings. Even schools who are P&I Grantees, do not see members of their administration at the meetings every month.


   NEXT MEETING DATE:
   TUESDAY, NOVEMBER 13TH @ 3:00 PM
   EAST CENTRAL HIGH SCHOOL, FINLAYSON

Minutes prepared by Lynette Forbes-Cardey. \PCCHC\Minutes\2018\Oct8 min.doc
Pine County Land Surveyor Monthly Report

October 2018

T40N R20W Sections 16 and 21, research records, set GPS control, search for and GPS PLSS corners, map road access, compute, set and GPS ROW corners, update files.

CR 129, T40N R20W, research records, set GPS control, search for, set, tie out and GPS PLSS corners, update files.

CR 174, T45N R18W, search for, set, and GPS PLSS corners and ROW corner, update files.

CSAH 48, T45N R18W, reset, tie out and GPS PLSS corners and private property corners, update files.

West County Line Road, T45N R19W Section 6, reset and GPS private property corner, update files.

CR 167, T45N R19W Section 6, reset and GPS private property corners, update files.

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

Draft and 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
CALL TO ORDER

Richard Glattly, Vice Chair, called the meeting to order at 5:30p.m.

APPROVAL OF AGENDA

Valvoda/Rys, 5-0 to approve the agenda.

APPROVAL OF MINUTES

Williams/Valvoda, 5-0 to approve the minutes of the June 28, 2018 meeting.

APPROVAL OF MINOR SUBDIVISION REPORT

Nelson/Valvoda, 5-0 to approve the minor subdivision report.

MCKINNEY VARIANCE REQUEST (34205 BUTTERNUT HOLLOW LN, PINE CITY)

Staff, Caleb Anderson, shared that there is no conforming location to put the larger garage on the property. Anderson suggested the Board consider whether the applicant has reduced his project size to the minimum variance required. The applicant, Robert McKinney, shared that the existing garage is not large enough to accommodate a pickup truck and a workshop. Also, the public right of way that his garage abuts is not publicly maintained. Neither the County Attorney nor the Minnesota DNR provided comment.

Glattly opened the public hearing at 5:39pm. No members of the public spoke. The public hearing was then closed.

In the Zoning Board's discussion of the request it was found that:

- The proposed use is allowed in the zoning district that the property lies in as garages are allowed in the residential recreational district.

Zoning Board Minutes

08/23/2018
• The variance is in harmony with the general purpose of the applicable ordinance and is consistent with the comprehensive plan because it is a non-commercial use.
• The variance will not alter the essential character of the locality.
• A practical difficulty exists on the property preventing the owner from complying with the required setbacks. The practical difficulty is that the lot is uniquely short and not able to offer a garage location that meets both the OHWL and road right-of-way setbacks. Also, the existing garage is uniquely small by today’s standards.
• The applicant’s proposed use is reasonable.

Rys/Valvoda, 5-0 to approve the variance for replacing the existing 560 square foot garage with a 1,568 square foot garage in its proposed location.

RYAN VARIANCE REQUEST (2020 HIGHWAY 18, FINLAYSON)

Staff, Caleb Anderson, shared that there is no conforming location to put the garage addition on the property. Anderson suggested that if the Board approves the request they consider a condition to maintain the tree coverage between the garage and the lake in order to screen the improvement and prevent erosion of the shoreline. The applicant’s representative shared that the owners need a place to store a tractor and some other equipment. The items currently get parked in the same spot but with no enclosure. Placing the addition on the other side of the garage would involve much more earth movement and would encroach upon the septic system. Neither the County Attorney nor the Minnesota DNR provided comment. Glattly shared that he is a personal friend of the applicant and recused himself from the vote on the variance.

Glattly opened the public hearing at 5:51pm. Greg Sorenson, Pine Lake Township Zoning Administrator, shared that the Township Board of Supervisors and Zoning Board reviewed the request. Both Boards support approval of the variance as proposed.

In the Zoning Board’s discussion of the request it was found that:
• The proposed use is allowed in the zoning district that the property lies in as garages are allowed in the residential recreational district.
• The variance is in harmony with the general purpose of the applicable ordinance and is consistent with the comprehensive plan because it is preferable to have lawn equipment stored in a building rather than stored outdoors near water resources.
• The variance will not alter the essential character of the locality provided that the tree screening is maintained.
• A practical difficulty exists on the property preventing the owner from complying with the required setbacks. The practical difficulty is that there is no location to put a storage building that will meet the OHWL setback on both sides of the peninsula.
• The applicant’s proposed use is reasonable.

Valvoda/Rys, 4-0 (Glattly abstained) to approve the variance for a 540 square foot garage addition in the proposed location with the condition that the tree screening be maintained between the garage and the lake.

JONES CONDITIONAL USE PERMIT REQUEST (67007 NORTHRIDGE RD, FINLAYSON)

Zoning Board Minutes
08/23/2018
Staff, Caleb Anderson, shared that the Zoning Department had received complaints of several campers being present at the subject property. Complaints included noise and four-wheeler activity. Staff worked with County Attorney Frederickson and determined that a conditional use permit was appropriate seeing as the campers are all family members and it is non-commercial camp. Anderson explained that the County recently passed an ordinance amendment authorizing the Zoning Board the option to permit CUP applications as interim use permits so long as statutory criteria are met. He shared that he had spoken with the applicant's attorney, Steven Anderson, on this matter and Steven Anderson expressed no concern. The applicant's attorney, Steven Anderson, gave an overview the application he submitted for the Jones family. The applicant, Tina Jones, shared that the group that camps at the property are typically in their campers by 9:45pm. She also asserted that many of the neighbors can be noisy and that the noise complaints were probably not at her property. Furthermore, the property is close to an ATV trail and much of the ATV activity has been from the trail. Neither the County Attorney nor the Minnesota DNR provided comment.

Glattly opened the public hearing at 6:04 pm. Greg Sorenson, Pine Lake Township Zoning Administrator, shared that the Township Board of Supervisors and Zoning Board reviewed the request. The township is concerned for sewage management on the property and requests that the property install a holding tank as a condition of the permit. The township also requests that the permit require that quiet hours be designated from 10pm to 8am. Anita Hemmeter stated that she is Tina's mother and that she has been very glad to have Brian and Tina in the area. Tina Jones shared that the camper owners haul their sewage away to a dumping station in portable tanks.

In the Zoning Board’s discussion of the request it was found that:

- The applicant has adequately demonstrated they will maintain safe and healthful conditions.
- The use will adequately prevent water pollution due to the applicant's use of portable sewage tanks.
- Existing topographic features and vegetative cover provide good screening from other properties.
- The site does not pose a risk of erosion potential as the facilities are in a relatively flat location on the property. The sloped areas of the property are well vegetated with trees.
- The facility does not disrupt existing or future access roads.
- The facility does not require a shoreland location, but the facility is non-riparian and not visible to the water.
- The site plan is adequate for water supply and on-site sewage treatment. Because it is a small family camp, non-commercial, there is no water supply. All camping takes place in RV's with onboard sewage storage. The two or three campers that remain on the site during non-holiday weekends use transfer tanks to bring the sewage to an off-site dumping station.
- The property does not use watercrafts.
- The proposed use is compatible with adjacent land uses. It will not interfere with adjacent farming or residences.
- The proposed disposal system is adequate for the amount of liquid waste to be generated as very little liquid waste gets generated in campers.
- The proposed use will not be detrimental to the enjoyment and property values of other properties within 500' of the subject property as long as noise is limited
- The site offers adequate off-street parking.
Valvoda/Rys, 5-0 to approve the application as an interim use permit, to expire upon conveyance of the property, for a camping facility accommodating up to seven campers with the conditions that the camping facility remain non-commercial, continue to use sewage transfer tanks and not discharge sewage to the ground, and that the camp occupants abide quiet hours of midnight to 7am on weekends and 10pm-7am on weekdays.

**PERRY CONDITIONAL USE PERMIT REQUEST (60047 FINLAYSON RD, FINLAYSON)**

Caleb Anderson began by explaining what the Zoning Board's option to permit Mr. Perry's proposal as an interim use permit, provided it met statutory and ordinance requirements. Further description was added by the Zoning Board on when and why interim use permits are appropriate. Anderson pointed out the aerial photograph in the staff report showing the proximity of neighbors. He also pointed out that the Perry's own a lake access lot on the north end of Diana Ln, as well as a landlocked lake lot to the west of Diana Ln. The applicant, Mac Perry, explained that he intends to rent out the home to small groups and couples. He would like to use the property's current hay field for events, such as fundraisers, however, his main interest is in renting out the house. Perry stated the septic has been certified as compliant and he is interested in increasing its size depending on the outcome of the business. He would like his customers to have access to his north lake lot. He is open to boat size restrictions and curfews. He stated that the lake lot to the west is not suitable to be incorporated in the business. Neither the County Attorney nor the Minnesota DNR provided comment.

Glattly opened the public hearing. Greg Sorenson, Pine Lake Township Zoning Administrator, shared that the Township feels the site has too many neighbors in close proximity to be approvable for the proposed use. The township is opposed to alcohol being sold. Also they think there are three different uses: weddings, vacation rental, and campground that are being proposed and they should each require separate application. If approved, the township would like to see campsites only allowed during weddings. Also, the primitive campsite should need a toilet. The township is strongly opposed to the permit request. Ward Emerson stated that he lives on the lake. He sold the 100’ lake access lot to Mr. Perry. Emerson shared that there is a wetland on the north side of Perry’s access strip and very little usable room on the access strip for camping. Emerson was concerned for the closeness of camping on the access strip to neighboring homes. Joe Dambowy expressed concern for noise associated with the property’s proposed use. He felt the parking in the field should require hard surfaces and he is concerned for the impact on stormwater that the use of the field will create. Dambowy urged denial of the permit request. Pat Dambowy shared that drainage is an issue in that neighborhood. Anita Emerson spoke in concern for privacy with regards to the lake. Toni Nieswaag shared that she is concerned for dust from traffic at the south end of Diana Lane as well as visitors parking on the road. Elaine Andreasen stated that Perry’s property does not offer adequate screening from her house. She referenced a photo that she sent to the Pine County Zoning office showing the view from her property to the proposed wedding area. Marc Smith cited inconsistencies in the application submitted by Mr. Perry related to how many and where the camp sites will be. The application is not clear on Mr. Perry’s intention. Smith also pointed out the inconsistency in Perry’s application pertaining to how many events they will hold each year. Smith acknowledged the application shows no plan for garbage and sewer. He is concerned about sewage dumping. Smith was concerned for what noise volumes would be allowed and who would enforce it. Smith cited the applications referral to “big events,” and was dissatisfied for the ambiguity of how many people that would include. He was concerned for the
close proximity to neighbors. Smith favored denial of the application and requested the applicant reapply w/better clarity in his plans. Smith cited criteria G through L and N from the Shoreland Ordinance Section 3.7.2, which he felt were not met. Tammy Fast asked whether Mr. Perry’s business will increase or decrease property values. Terry Ocel stated that she submitted a letter that she hoped the Zoning Board read. Jon Nieswaag agreed with previous comments. Diana Lane cannot accommodate this type of venue as it is a quiet and serene area. Caleb Anderson shared that several emails were submitted to the Zoning Department, which were emailed out to the Zoning Board as well as printed for them prior to the meeting. Anderson also acknowledged that Marc Smith brought 16 statements of disapproval for neighbors in the area, which were passed out to the Zoning Board. The public hearing was closed at 7:30pm.

In the Zoning Board’s discussion of the request it was found that:

- The applicant has not necessarily demonstrated they will maintain safe and healthful conditions for camping. However, the house as a vacation rental has made such demonstration.
- The drainage through the subject property is concerning for whether the use will adequately prevent water pollution and sedimentation. Rental of the house is okay in this regard.
- There does not appear to be proper planning for topography and drainage. The application makes does not mention a ditch on the property running towards parcel 27.5144.000.
- There have been no demonstrated concerns for risk of erosion.
- A shoreland location is not needed for any of the proposed use however, it will make them more marketable to customers.
- The project will have no visibility from public waters due screening by lakeshore lots between the site and the lake and the amount of setback.
- The plan for the vacation rental provides adequate water supply and sewage treatment. However, for events it does not.
- The applicant cited use of a rowboat and battery operated pontoon, which is of suitable size for the lake.
- The proposed use for large events is not compatible with the residences on adjacent lands. Rental of the home is compatible with adjacent land uses.
- The proposed disposal system for liquid wastes is not adequate for the wedding events. It is however for the vacation rental.
- Section 3.7.2 M states that domestic uses shall be preferred, which supports the vacation rental but not the events.
- The use of a vacation rental is not inherently a source of pollution.
- Section 3.7.2M states that locations minimizing the possibility of pollution are preferable. This is harmonious with the vacation rental.
- The vacation rental will not be detrimental to the enjoyment or property values of properties within 500’ of the subject property provided that camping was limited to near the house and that porta-johns have a privacy fence.
- The application has not demonstrated the ability to provide adequate off-street parking for wedding events but it has for the vacation rental.

The Board discussed whether a conditional or interim use permit would be appropriate. They also gave considerable discussion to the types of conditions needed if approved.
Williams/Valvoda, 4-1 to approve an interim use permit, expiring upon conveyance of the property, for a vacation rental by owner, which shall include the following stipulations: camping shall be limited to four spots in the proposed location on the site plan and will serve as overflow for the party renting the house, camping by tenants will not be allowed on the lake access strip, only one party renting at a time, guests will be able to use a rowboat and battery operated pontoon provided by the property owner or their own canoes and kayaks but they may not bring their own motorized boats, porta-johns screened from view by a fence must be provided for tenants camping on the property.

Valvoda/Rys, 5-0 to deny Mr. Perry's request for conditional use permit for a wedding and events venue at the subject property.

NEW BUSINESS

None

OLD BUSINESS

County Zoning Initiative
Anderson described the July 2018 and August 2018 County Zoning Initiative meetings in which participating townships reviewed the draft zoning districts for the Pine County Zoning Ordinance. Ludwig shared that he has been very pleased with the positive tone of the conversations in the meetings and has been pleased with the amount of feedback received thus far.

Shoreland Ordinance Amendment Update
Anderson shared that the DNR was agreeable to the junk in shore impact zone, bluff definition, and interim use permit amendments. However, the DNR determined that the proposal for administrative variances was less restrictive than standards and will require higher standards in other areas of the County Shoreland ordinance for DNR approval. Staff brought the DNR approved amendments to the County Board for adoption without administrative variances. The Zoning Board can consider further whether they are interested in administrative variances, and if so, what standards they can raise to be more restrictive than state shoreland standards.

ADJOURN

Williams/Valvoda 5-0 to adjourn the meeting.

Nancy Rys
Zoning Board Secretary

Skip Thomson
Zoning Board Chairperson
AGENDA REQUEST FORM

Date of Meeting: November 6, 2018

☐ County Board
☐ Consent Agenda
☐ Regular Agenda
☐ Personel Committee
☐ Other __________

Agenda Item: October, 2018 Disbursements

Department: Auditor-Treasurer

Department Head signature

Background information on Item:

Action Requested:

Financial Impact:
### Pine County

**DISBURSEMENTS JOURNAL REPORT**  
G/L Months: 10/2018 - 10/2018

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AGENDA REQUEST FORM

Date of Meeting: November 6, 2018

☐ County Board
☐ Consent Agenda
☐ Regular Agenda

☐ Personnel Committee
☐ Other

Agenda Item: Application for Abatement

Department: Auditor-Treasurer

Background information on Item:
Sunrise Homes/JC Homes, 7424 566th st, Pine City, PID 43.5229.000, pay 2018

Action Requested:

Financial Impact:
**APPLICATION FOR ABATEMENT - GENERAL FORM**

(M.S. 375.192)

**DATE:** 10/11/18

**Abatement #:** AB18-12

**Applicants Name:** Sunrise Homes/JC Homes

**Applicant's SSN:**

**Telephone (Home):**

**Telephone (Work):**

**Applicant's Mailing Address:** PO Box 146

**Pine, Minnesota**

**Description Of Property:** Property ID or Parcel Number: 43,3229,000

**Street Address:** 7424 Scovry St PineCity

**Township/City:** Rock Creek City

**School District:** 578

**Legal Description:** Lot 18, Block 2, Rolling Meadows

**ASSESSOR'S ESTIMATED MARKET VALUE:**

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**Applicants Statement of Facts:**

Property is completely unimproved farmland - local assessor has amenites valued.

**Applicants Request:**

Revale as unimproved lot

**Applicant's Signature:**

**NOTE:** Minnesota Statutes 1988, 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, or both."
AGENDA REQUEST FORM

Date of Meeting: November 6, 2018

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

5 mins ☐ 10 mins ☐ 15 mins ☐ Other ☐

Agenda Item: Application for Repurchase
Department: Auditor-Treasurer

Background information on Item:
Resolution for repurchase of tax forfeited land in full for Angela Campbell

Action Requested:
Approve Resolution

Financial Impact:
None
RESOLUTION NO. 2018-58

WHEREAS, Angela Campbell fka Angela Carter, the personal Representative of 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), Block 1, North Shore Together with an undivided 1/34 interest in Outlot B, Norway Point 3rd Addition
PID #08.5257.000

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 Angela Campbell fka Angela Carter, 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 6th day in November, 2018

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

County Auditor
AGENDA REQUEST FORM

Date of Meeting: November 6, 2018

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

Agenda Item: Terminate Contract for Jail Nursing Services with Essentia Health

Department: Sheriff's Office - Jail

Background information on Item:
The jail is terminating the nursing services contract with Essentia Health and moving in the direction of a complete Correctional Healthcare Provider.

Currently the Pine County Jail contracts with the following medical providers:
- Essentia Health for nurse coverage.
- Dr. Petry, Gateway as our Health Authority.
- Nystroms & Associates as our Mental Health provider.

The jail is looking to contract with a complete Correctional Healthcare Service provider that provides all services listed above in a more efficient and cost effective manner.

Action Requested:
Acknowledge the termination of nursing services contract between Essentia Health and Pine County Jail effective December 7, 2018.

Financial Impact:
None. Termination of this contract and the proposed implementation of a new Correctional Care Service is included in the 2018 & 2019 jail budget projections.
AGENDA REQUEST FORM

Date of Meeting: November 6, 2018

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

Agenda Item: Terminate Contract for Jail Health Authority Services - Dr. Petry

Department: Sheriff's Office - Jail

[Signature]

Department Head signature

Background information on Item:
The jail is terminating the contracted Health Authority services of Dr. Petry and moving in the direction of a complete Correctional Healthcare Provider.

Currently the Pine County Jail contracts with the following medical providers:
- Essentia Health for nurse coverage.
- Dr. Petry, Gateway as our Health Authority
- Nystroms & Associates as our Mental Health provider

The jail is looking to contract with a complete Correctional Healthcare Service provider that provides all services listed above in a more efficient and cost effective manner.

Action Requested:

Acknowledge the termination Health Authority services contract, between Dr. Petry and Pine County Jail effective December 7, 2018.

Financial Impact:

None. Termination of this contract and the proposed implementation of a new Correctional Care Service is included in the 2018 & 2019 jail budget projections.
AGENDA REQUEST FORM

Date of Meeting: November 6, 2018

☑ County Board
☐ Consent Agenda
☐ Regular Agenda

5 mins☐ 10 mins☐ 15 mins☐ Other☐

☐ Personnel Committee
☐ Other ____________

Agenda Item: Acknowledge and Sign Contract with MEND Correctional Care

Department: Sheriff's Office - Jail

Action Requested:

Acknowledge and sign contract for correctional medical service with MEND Correctional Care

Financial Impact:

None. Medical service cost is included in the 2018 and 2019 jail budget projections.

MEND cost for services annual fee - $231,600
2017 jail paid $255,00 for same services
2018 first three quarters, jail paid $200,000 for same services (on pace to pay $266,000 annual)
PROPOSAL
FOR
JAIL CLINICAL SERVICES:

PINE COUNTY JAIL

Prepared By:

MEnD
CORRECTIONAL CARE

MEnD Correctional Care, PLLC
Todd Leonard, MD, CCHP-P
President & Chief Medical Officer

October 6, 2018
Introduction

MEnD Correctional Care, PLLC was legally formed in 2008 by Todd Leonard MD. However, MEnD was established to continue the work that Dr. Leonard had previously implemented in a small number of Minnesota county jails. Therefore, the strategies, methods, and techniques that Dr. Leonard had created were formalized and honed into a distinct business entity that would carry these philosophies forward.

The resulting correctional care system that MEnD utilizes has proven to be very functional in an operational manner, as well as intuitive from a business perspective. The mission of MEnD Correctional Care is to provide an exceptional level of correctional healthcare while performing our duties in a fiscally responsible manner and improving safety and security for all involved.

We are now recognized regionally and nationally regarding our reputation of quality and expertise. We regularly hear statements from national and state auditors and inspectors regarding our standard of care. “Showcase quality” and “gold standard” are some of the comments that are often made regarding our services. We are also proud to announce that we have achieved American Correctional Association (ACA) accreditation in one of our client facilities in Minnesota this year. We expect NCCHC accreditation in that same facility by the end of 2019.

Overview of Company

MEnD combines decades of clinical, correctional, and public healthcare experience in our correctional care model. Our corporate headquarters is based in Sartell, Minnesota:

1908 Kruchten Ct. S. Sartell, MN 56377
info@mendcare.com
Phone: (320) 774-1080
Fax: (320) 774-1083
www.mendcare.com

The clinical management team available for Pine County Jail is the following:

Todd Leonard, MD, CCHP-P
Chief Medical Officer
651-295-5942 (c)

Michelle Skroch RN CCHP-RN
Director of Nursing Services
320-266-1575 (c)

The certifications seen with this team are awarded through advanced study in the field of correctional healthcare through the National Commission on Correctional HealthCare (NCCHC). These milestones are examples of the expertise that MEnD has gained on a local and national level. Our nursing staff continues to systematically achieve CCHP.
accreditations each year. It is our expectation that all MEnD nursing professionals will achieve this certification.

Our company structure has shown significant growth and expansion since our inception. We currently employ approximately 170 individuals and expect to be well above this by the end of 2018. Our employees include physicians, physician assistants, nurse practitioners, registered nurses, licensed mental health professionals, medical assistants, medical technicians, and administrative assistants.

MEnD focuses on all aspects of correctional care. Although we work daily with several companies outside our county clients, we have no other official financial partnership or alliance with any particular company at this time. We regularly negotiate with vendors on behalf of the counties we serve when outside services are required. These vendors can include hospitals, specialty clinics, dentists, pharmacies, and diagnostic and radiology companies.

Our current correctional care clients include the following counties:

- Watonwan County MN - 2018  
- Rock Island County IL - 2017  
- Cottonwood County MN - 2017  
- Hubbard County MN - 2016  
- Hardin County IA - 2016  
- Wadena County MN - 2016  
- Story County IA - 2016  
- Redwood County MN - 2016  
- Traverse County MN - 2016  
- Olmsted County ADC MN - 2016  
- Olmsted County JDC MN - 2016  
- Meeker County MN - 2015  
- Renville County MN - 2015  
- Kandiyohi County MN - 2015  
- Carver County Jail MN - 2015  
- Aitkin County Jail MN - 2015  
- Chippewa County, MN - 2015  
- Pennington County, MN - 2015  
- Clearwater County MN - 2015  
- Wilkin County MN - 2015  
- Fillmore County MN - 2015  
- Houston County MN - 2015  
- Douglas County WI - 2015  
- Sherburne County MN – 2006/14  
- Clay County MN - 2014  
- Wright County MN - 2014  
- Dakota County ADC MN - 2013  
- Dakota County JSC MN - 2013  
- St. Louis County MN - 2012  
- Nobles County MN - 2012  
- Beltrami County MN - 2012  
- Otter Tail County MN - 2012  
- Crow Wing County MN - 2011  
- Morrison County MN - 2010  
- Douglas County MN - 2010  
- Mille Lacs County MN - 2007
Proposed Jail Healthcare System

Our system combines high-quality direct healthcare services with local on-call support 24/7/365, and includes administrative adjunctive roles and tasks. The result is a comprehensive plan that cares for all inmates thoroughly from intake to release. We have formulated the following plan based on the request from Pine County Jail Administration.

**Direct Healthcare Services**
The responsible health authority (RHA) will be MEnD Correctional Care. We will provide a Medical Provider who will function as the Medical Director of your facility. You will have a regional Nursing Director assigned to your facility who lives in your area. The MEnD management team will be charged with managing medical policies, procedures, and protocols for healthcare delivery within the jail.

**Medical Provider & Nursing Services**
The clinic will be regularly staffed with one full-time registered nurse (RN). This RN will work approximately 40 hours per week of combined nursing care, involving direct care within the jail on weekdays. A RN will always be on-call 24/7/365 for phone triage. The RN will review screening/booking questionnaires, and all forms that are flagged for health conditions or issues will be addressed as soon as possible from admission to the jail.

Nursing staff will conduct routine health assessments on all inmates who remain in custody for 14 days. However, per MEnD’s philosophy of care, most health assessments will be conducted during the first few days of incarceration, ensuring medical issues are addressed early and potential significant consequences of those issues are avoided. All appropriate and mandated tuberculosis screening and testing will be placed by nursing staff.

We will conduct medical provider clinic rounds every week, and the provider will work with patients on-site, for up to 4 hours each visit. The length of provider rounds will obviously be dependent on patient demand. These services will include both direct and indirect inmate healthcare, as well as administrative tasks when required. Each medical provider clinic rounding visit will consist of all routine medical care exams and reviews, including basic mental health, medication management, and any required minor office procedures suitable for Pine County Jail. Also, a medical provider will always be available on-call, 24/7/365 to assist nursing staff in any capacity necessary to ensure proper care is achieved.
This model of correctional care will include the incorporation of more care within the jail, which is more cost-effective and safer for your facility. Although there will always be appropriate referrals to hospitals and specialty care clinics, we expect a significant reduction in outside emergency department/urgent care visits. This strategy has consistently proven effective in other county facilities we serve.

Lead Health Technician
The Lead Health Technician will represent either a Licensed Practical Nurse (LPN) or Certified Medical Assistant (CMA). This employee works side-by-side with our Lead Nurse and is mainly responsible for medication cart maintenance (including routine medication refills), vital sign checks, patient cares under the direction of our nurse, and many other housekeeping tasks. If this position is held by a LPN, they will also be able to provide focused assessments with direct supervision.

With this position, medication pass delivery during weekdays will be completed by our Health Technician. This offloads correctional staff during some of the busiest times of their week and ensures that many routine medical tasks are also taken off their plate during on-site hours.

Mental Health Services
Our mental health professional will conduct assessment and counseling services as needed, and for up to 4 hours each week. We anticipate that most of these services will be conducted through telemedicine equipment, but we will have appropriate on-site evaluations as well. Our mental health services have had tremendous feedback from our current clients.

We will work diligently in partnership with medical and correctional staff regarding suicide prevention. Our efforts will include comprehensive depression/suicide screening, recognition, and action. The goal is to have meticulous scrutiny of these individuals and appropriate monitoring and treatment until they are comfortably designated to be at lower risk again.

Aftercare
It should be noted that we take aftercare seriously within our correctional care model. We search for medical ways to assist in reducing the recidivism rates of inmates. We account for obvious contributing medical factors for each inmate, and we look for solutions both within the jail facility during their incarceration and any appropriate treatment plan we can initiate for after their release.

Chemical Intoxication & Withdrawal
One area of ever increasing importance recognized universally at every facility we serve surrounds the treatment of individuals with drug intoxication or withdrawal. We have instituted specific recognition/screening techniques, as well as standardized withdrawal
protocols for alcohol and opiates with exceptional results to date. In fact, in most of the counties we serve, we've reduced those jails' use of detox facilities by well over 90 percent.

**Pre-Employment Physical Examinations**
If Pine County Jail requires any pre-employment medical examinations, MEnD will supply these at no additional charge if we can schedule these during routine clinic round days. While we refrain from assisting correctional staff with on-going chronic medical illnesses, we certainly will assist with an urgent/emergency medical need within the facility when necessary.

**Indirect Healthcare Services**
All aspects of inmate healthcare will be coordinated by our medical team. This will include, but is not limited to, outside specialist consultation, laboratory and radiological testing, dental, and any adjunctive mental health care required. The medical provider will always be responsible for decisions involving routine outside care requirements, with consultation with Jail Administration as required.

All areas of medical care, including policies, procedures, and protocols will be addressed in a universal manual for the jail clinic. It will be comprehensive and evaluated regularly by our management team, along with the medical staff in Pine County Jail. Some areas of interest within our handbook will be the following:

- Typical medical protocols for routine non-prescription care
- Forms and policies on inmate medical screening
- Communication within the jail facility between medical and jail staff
- HIPAA compliance issues
- Mechanisms for preventing and dealing with medical errors
- Grievance mechanism (using provider review and follow up with administration)
- Staff training programs and issues

All the care, and the copyrighted policies, protocols, forms, and documentation that accompanies this care will meet all federal and state regulations governing correctional healthcare. We are well versed in all the major policy resources including the Minnesota Department of Corrections' 2911 guide, the U.S. Marshals Service's No. 100 guide, and the U.S. Immigration & Custom Enforcement's strict national detention standards.
Health records will be kept in full compliance with all governing standards, including HIPAA regulations. They will be organized in a typical, primary care clinic style. This chart documentation will include the following items when required:

- Demographic and identifying information
- Current medical information and problem list updated regularly
- Orders and expired medication administrative forms
- All assessment and screening forms
- Diagnostics
- Progress notes and written responses from nursing and physician staff
- Health request forms or "kytes"
- Consultation and discharge/transfer summaries
- Dental services
- Flow Sheets and special needs
- Ancillary forms such as consents and refusals

Regarding pharmaceutical medication delivery, MEnD will be responsible for not just the ordering of prescription medications, but we will also assist in delineating which over-the-counter (OTC) medications should be available. We will also ensure that proper emergency medications are available within the jail clinic.

We will assist in managing the relationship with your pharmaceutical vendor and will give ongoing recommendations regarding that contract. We will manage reconciliation of medications, returns, billing, and insurance issues with the chosen pharmacy provider. Our obvious expectations from the pharmacy will be to have medications delivered promptly, regularly 6 days per week, and using blister pack medication cards. We have extensive experience in negotiating with pharmacy providers in these areas.

We will institute a correctional staff training program for new hires, with at least annual reviews for all jail staff. This program will include up to 3 days of training per year. We request that these sessions be scheduled in good faith as to reduce the number of trips to an acceptable minimum. Within this training program will include basic first aid, procedures for referring inmates to medical, medication administration, and disease states of particular interest, including a host of mental health issues and medical issues:

- Mental health disorders – including severe depression and psychosis
- Hyperglycemia and hypoglycemia
- Seizures and pseudo-seizures
- Intoxication and withdrawal states
- Certain infectious diseases
- Asthma exacerbations
In addition, all medical staff will be expected to attain proper credits of continuing medical education as to keep their respective licensures/certifications active. This will include proper CPR recertification for all MENd medical staff.

MEnD will work closely with Jail Administration to garner the most cost-effective relationships with medical equipment and supplies vendors. We will formulate a plan of initial and ongoing needs and present this to administration regularly for their review. We do expect an initial, nominal amount of equipment and supplies necessary to institute a broader scope of medical care within the jail clinic.
Administrative Support

MEnD will regularly assist Jail Administration in several ways. We will prepare quarterly reports stating work load within the clinic, as well as statistical reports on costs and value. We will coordinate statistics regarding dental care as well and will expect this from the contracted dental provider.

We will schedule regular clinic visits from your Nursing Director, James Sweeney RN CCHP-RN, as well as periodic facility visits from Ms. Skroch and Dr. Leonard. This will ensure that our clinic model and philosophy are initiated and carried forward correctly. These visits also will provide immediate and direct counseling with jail administration and our medical staff regarding questions and concerns with inmate healthcare, policies, and other procedures.

We are also pleased to offer services in verification of invoicing from outside medical provider sources. These sources may include hospitals, specialty clinics, radiology service providers, and laboratory services. We currently perform these tasks for most of our customers and it has been tremendously successful. This service is designed to ensure that Pine County Jail is always billed appropriately for services rendered outside the facility. Cost savings from these services has been up to 75-80 percent in many cases.
Risk Management and Cost Containment

We have gained great experience regarding risk management within jail facilities. This has been gained through previous clinical experience, direct correctional care experience, public health experience, and ongoing activities with national and state agencies and associations associated with our industry.

MEnD will carry appropriate professional liability insurance as well as general and professional liability insurance. We routinely carry policies with excess liability amounts given the industry we serve. We will also ensure that updated certificates are forwarded to Pine County when requested.

All MEnD clinical staff will maintain proper credentials in their respective medical licensing category. These certificates will be forwarded to Pine County for both administrative purposes, and for display within the jail clinic where appropriate.

Among the major goals of MEnD is to significantly reduce healthcare costs without compromising our high quality of healthcare. We provide this in a variety of ways. The most compelling ways we achieve this are the following:

- Contain more direct medical care within the jail that is appropriate in scope for your facility
- On-call services to assist correctional staff with medical decisions after clinic hours, reducing unnecessary emergency department referrals
- Negotiate the most cost-effective vendor relationships with outside care delivery, including pharmacy services, diagnostics, and specialty/hospital care
- Sensible use of generic prescription and OTC medications
- Processes and systems that decrease medical liability risk
Pricing Analysis

Our annual pricing plan includes all clinical providers, nursing, and resources required by MEnD to complete our scope of work as previously outlined. Pine County Jail will obtain the benefits of the expertise and experience we offer in providing high quality healthcare, 24/7/365 availability, along with all our tools to reduce healthcare costs in the variety of ways previously mentioned.

Initial Annual Fee: $231,600

Costs excluded from MEnD pricing are boarded care, laboratory and radiology costs, medications, and medical supplies and equipment which will remain at the jail clinic. We anticipate providing a significant reduction in medical supplies costs within the first year of operation with you.

There also could be a nominal, initial equipment expense to prepare the jail clinic for our increased scope of practice, depending on current capabilities within the clinic, and jail administration’s feedback regarding these possibilities. Equipment purchased will be owned by the jail and should last for many years, paying for itself multi-fold over this time.

We respectfully request that our ongoing fees include a modest cost of living increase annually of 2%, and that we negotiate in good faith an agreement with Pine County which will last three years, with multiple, automatic annual renewals beyond that. This contract will obviously include customary termination clauses as well. Lastly, if the average daily population of the facility rises by 20% or more (assuming 100 detainees for this proposal), and remains at this level for at least 3 months, we request that there be good faith negotiations regarding a potential increase in medical services required for that increased census.
Conclusion

We are confident that our proposal will meet all the needs of Pine County Jail. This proposal will cover all professional healthcare services, as well as associated tasks such as vendor contract negotiation, counseling and consultation on a variety of issues, and administrative tasks (medical policies, protocols, forms, and jail staff training). Our fee also includes all necessary employees, insurance, wages, benefits, as well as our business supplies which are not associated with direct medical care.

We are confident that using our system and protocols will lead to improved outcomes. This improvement will be measured in better continuity of care, improved safety and security for your facility, and significantly reduced liability and overall costs. We are immediately available for further discussion regarding this proposal.

Thank you for your consideration of MEnD!

Todd Leonard, MD, CCHP-P

This proposal will remain valid until January 1, 2019. [We reserve the right to change or amend this proposal if any change requests are made regarding scope of care by Pine County Jail.]
PINE COUNTY JAIL
Medical Services Agreement

THIS AGREEMENT is made and entered into as of December 7, 2018, by and between Pine County, a political subdivision of the State of Minnesota, address at 635 Northridge Dr NW, Pine City, MN 55063 (hereinafter “County”) and MEnD Correctional Care, PLLC (hereinafter, the “Provider”), 1908 Kruchten Court South, Sartell, MN 56377, a company employing medical providers, mental health professionals, and nursing staff, licensed to practice medicine under the laws of the State of Minnesota.

Recitals

WHEREAS, the County desires to arrange for healthcare professionals to provide certain health and medical services to the detainees and inmates of the Pine County Jail (hereinafter, the “jail”); and

WHEREAS, the Provider desires to contract with the County to provide certain health and medical services to the detainees and inmates of the jail;

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and Agreements set forth below, the parties agree as follows:

I. Scope of Services to be Provided by the Provider

A. Medical Director: The Provider shall provide a licensed medical provider to serve as the jail’s Medical Director and shall provide general and urgent care to detainees and inmates. The Medical Director shall:

1. Supervise the medical care provided to detainees and inmates;
2. Make appropriate frequency of visits to the jail to care for inmates as demand warrants, which will typically be once every week and will total up to 4 hours per week;
3. Perform medical procedures at the jail when feasible;
4. Prescribe medication for detainees and inmates;
5. Assist jail administrators and Provider’s management in budgeting, planning, vendor negotiations, and related presentations when feasible;
6. Assist jail administrators and Provider’s management in the development and review of treatment protocols, policies and procedures;
7. Supervise nursing staff and review medical charts;
8. Be available (or have another licensed provider available) at all times, by phone or in person, to assist nursing staff or answer jail staff questions regarding the medical needs of inmates;
9. Furnish pre-employment medical examinations during scheduled rounding clinic days as requested for prospective jail personnel upon request with reasonable notice;

B. Nursing Services: The Provider shall provide one full-time registered nurse (RN). The RN employed by the Provider will:

1. Provide routine on-site nursing coverage during weekdays of approximately 40 hours per week;
2. Conduct routine health assessments on all inmates as soon as feasible after booking of that inmate;
3. Conduct appropriate inmate and jail staff TB screening and routine inmate lab draws;
4. Conduct suicide and mental health screening to inmates and refer appropriate inmates to the Medical Director and/or a mental health professional, or other healthcare facility when necessary;
5. Provide up to 3 days of jail staff training activities annually, including new hires and refresher training;
6. Be available at all times (or have another licensed registered nurse available), by phone, to assist jail staff and answer medical questions regarding care of inmates.

C. Health Technician Services: The Provider shall provide one full-time health technician who will be the lead health technician. The lead health technician shall work primarily during office hours during each weekday. The lead health technician employed by the Provider will:

1. Provide services at the Jail an average of 40 hours total per week (the schedule will ultimately be set by the Provider and is flexible);
2. Deliver medications at two of the three medication passes each weekday, with rare exception;
3. Assist nursing staff with routine tasks including taking vital signs, Mantoux placement, glucose monitoring of diabetic patients, changing dressings, and other treatments;
4. Escort patients during particular medical visits when necessary;
5. Assist with clerical tasks and clinic organization;
6. Help maintain proper inventories of supplies and support medications; and
7. If this position is held by a Licensed Practical Nurse (LPN), they may perform focused patient assessments with direct supervision by the RN.
D. Mental Health Services: The Provider shall provide a mental health specialist for up to 4 hours per week of services. This mental health specialist employed by the Provider will:

1. Conduct routine mental health assessments and follow-up visits;
2. Conduct most of mental health services required using telemedicine services;
3. Be available for an additional fee of $75 per hour for mental healthcare needs beyond the scope of this agreement as pre-approved by jail administration;

The Provider shall provide all medical services in accordance with Minnesota Department of Corrections Rules, Chapter 2911, ICE National Detention Standards, and the United States Marshals Service Prisoner Health Care Standards, USMS Pub. No. 100 (August 1999).

II. Indemnification

The Provider shall indemnify and hold harmless the County and its commissioners, agents, employees and insurer from all claims, actions, lawsuits, damages, judgments, or liabilities arising out of the medical or health care services provided by the Provider and its employees pursuant to this Agreement. The County shall indemnify and hold harmless the Provider, its employees, agents, medical staff and insurer from any and all claims, actions, lawsuits, damages, judgments, or liabilities arising out of its operation and maintenance of the Pine County Jail, including maintaining safety and security.

III. Insurance

The Provider shall obtain and maintain the following minimum limits of insurance continuously during the life of this Agreement:

A. Workers’ compensation insurance covering the Provider as an independent contractor and any employees who the Provider employs under this Agreement;

B. Comprehensive general liability insurance with limits of coverage in the amount of at least One Million Five Hundred Thousand Dollars ($1,500,000.00) per occurrence and Three Million Dollars ($3,000,000.00) aggregate, to include bodily injury, property damage, personal injury, and contractual damages.

C. Medical Professional Liability Insurance with limits of not less than One Million Five Hundred Thousand Dollars ($1,500,000.00) per occurrence and Three Million Dollars ($3,000,000.00) aggregate, including but not limited to coverage for violations of civil rights alleged to have resulted, in
whole or in part, from malpractice of the Provider’s physician(s) or employee(s). The Provider shall furnish the County with certificates of insurance specifically describing the coverage above, which shall designate the County as an additional named insured (i.e. a “certificate holder”).

D. Business Auto Liability with a single limit or combined limit or excess umbrella automobile liability insurance policy for all vehicles used regularly in the provision of services under this Agreement for an amount of not less than $500,000.00 per accident for property damage, $500,000.00 for bodily injury and/or damage to any one person, and $1,500,000.00 for total bodily injuries and/or damage arising out of a single occurrence.

IV. Records

The Provider and the County shall maintain the confidentiality of client medical information and comply with all legal restrictions in regard to the disclosure thereof in accordance with the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Parts 160 and 164) (“HIPAA”), and the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13. Provided any necessary authorizations are obtained and all legal restrictions are met, the Provider and the County shall make any such records available to appropriate County, state or federal agencies in any criminal or civil litigation where the medical condition of an inmate is at issue.

V. Taxes, Permits and Certification

The Provider shall pay all applicable taxes, including sales and excise taxes, and shall keep current all necessary licenses, permits, and certifications necessary to fulfill the terms and conditions of this Agreement. As a condition precedent to this Agreement, the Medical Director employed by the Provider shall display a state license to practice medicine and provide upon request a certificate to prescribe medication from the U.S. Drug Enforcement Agency.

VI. Term

The term of this Agreement shall be for a three-year period from __________, 201_ to ______________, 20__. The term of this Agreement shall be renewed at the end of the initial term thereafter for additional one-year terms unless either party submits written notice of its intention not to renew to the other party at least ninety (90) days prior to the end of the term hereof, in which event this Agreement will terminate upon the expiration of the then-existing term.
VII. Termination Rights

A. The County, by ninety (90) days written notice to the Provider of default of this Agreement, may terminate this Agreement. Said default may include, but is not limited to, the following:

1. The Provider's failure to provide the services called for by this Agreement within the time specified herein or upon the extension thereof as agreed to by the County.

2. The Provider's failure to perform any of the other provisions of this Agreement or failure to prosecute the work as to endanger performance of this Agreement in accordance with its terms and, after receipt of written notice from the County, failure to correct such failures within ten (10) working days or such longer period as the County may authorize.

B. The Provider may terminate this Agreement upon ninety (90) days written notice to the County of default of the Agreement. Said default may include but is not limited to, the failure of the County to make payments pursuant to this Agreement within thirty (30) calendar days of receipt of written invoice.

C. Notwithstanding the above paragraphs, either party may terminate this agreement, with or without cause, upon one hundred eighty (180) days written notice to the other party.

VIII. Personnel Policies

The Provider and the County agree to comply with the non-discrimination requirements of the Department of Corrections and County personnel policies. The Provider and the County agree to comply with the Federal Civil Rights Act of 1964 and shall not:

A. Discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental and/or physical handicap; or

B. Treat any inmate differently from any other inmate with respect to the total range of services the Provider provides or the criteria the Provider uses in determining eligibility for those services on the grounds of race, color, religion, national origin, mental and/or physical handicap.
IX. Compensation

A. The Provider, in consideration for the services to be provided hereunder, shall be paid monthly, on or before the 30th of every month, and shall be compensated in the amount of Nineteen Thousand and Three Hundred Dollars ($19,300) per month (equating to $231,600 annually). Compensation will increase annually by 2%, starting on ________________, 20__.

B. The Provider shall submit an invoice to the County prior to the 5th day of each month for which services are being rendered.

C. The amount to be paid the Provider for a period less than a month shall be determined by multiplying the applicable monthly fee by a fraction, the numerator of which shall be the number of days in the month during which services were actually provided, and the denominator shall be thirty (30).

D. Notwithstanding paragraph A, above, both parties acknowledge that a significantly increased average daily inmate population (ADP) (starting from an average of 100 ADP) may result in the Provider having to increase nursing hours/staff and/or increase medical provider or mental health professional days or hours to accommodate such an increased workload. If an increase in ADP of 20% or more occurs consistently for three months or more, both sides agree to negotiate in good faith, an increased fee to cover the Provider's additional services.

E. PINE COUNTY SHALL BE RESPONSIBLE FOR MEDICAL SERVICES AND ANY RELATED COSTS PROVIDED OUTSIDE THE JAIL TO INMATES FOR WHOM ARE INCARCERATED IN THE PINE COUNTY JAIL.

F. PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY PERFORMANCE OR COSTS OF MEDICAL SERVICES PROVIDED TO INMATES WHO ARE INCARCERATED BY THE PINE COUNTY JAIL BUT RECEIVE SAID MEDICAL SERVICES OUTSIDE THE JAIL FACILITY.
X. Limitations

The Provider shall not be responsible for the cost of any pharmaceuticals or medical supplies or equipment, including but not limited to:

A. Ambulance or other transportation services;
B. Special limited-use equipment;
C. X-rays, lab services, hospital or outside clinic charges;
D. Furniture, fixtures, equipment and utilities necessary to operate the medical department at the jail; and
E. Any other off-site services provided by a medical provider other than the Provider.

The County recognizes that the acquisition of certain additional equipment and/or supplies may be necessary or desirable to enable the Provider to deliver the standard of care contemplated by this Agreement. The Provider may recommend the acquisition of such equipment and/or supplies, and will use its good faith efforts to identify cost-effective sources for such equipment and/or supplies. The County agrees to use its good faith efforts to acquire such equipment and/or supplies for use in the medical department at the jail.

XI. Safeguarding of Patient Information

The use or disclosure by either party of information concerning a recipient of services pursuant to this Agreement for any purpose not directly connected with the administration of the County’s or the Provider’s responsibility with respect to such purchase of services is prohibited, except upon written consent of the County and the recipient, a responsible parent, or guardian.

XII. Fiscal Responsibility, Records, Controls, Reports, and Monitoring Procedures

The Provider agrees to maintain books, records, documents and accounting procedures and practices which properly reflect its direct and indirect costs expended in the performance of this Agreement. Said records shall be made available at all reasonable times for inspection, review and audit to the County, state auditor, federal agencies, and other person authorized by the County.

XIII. Program Records, Controls, Reports, Monitoring Procedures, and Ownership of Records

All patient records, program records, controls, reports, monitoring procedures and any other documentation related to patient care shall remain under the ownership of the jail, and shall be held in strictest confidence in accordance with Minnesota Statutes, Chapter 13. Access to Patient Records shall be limited to the patient’s doctor, the patient (upon a properly made request), and the jail. Medical record
keeping shall be at and under the direction of the Provider, and shall be managed pursuant to applicable medical custom, and state and federal law.

XIV. Retention of Records

The Provider agrees to retain all books, records and other documents relative to this Agreement for a seven (7) year period from the end of the year that services were provided or any longer period which may be required to complete any audit and resolve any pending audit findings. The Provider agrees to make these documents available to the County and other persons authorized by the County.

XV. Subcontracting and Assignment

The Provider shall have the right to enter into a subcontract or assign this Agreement for any of the work contemplated hereunder as long as the responsibilities of the Provider hereunder are carried out with reasonable care and quality. The Provider must inform the County of such subcontract or assignment at least thirty (30) days in advance of such change. The subcontracting or assignment of this Agreement shall be attached as an addendum to the original Agreement.

XVI. Security and Safety

The County understands and agrees that adequate security is necessary for the safety of the Provider's employees, as well as for the security of the County's employees and the inmates. The County agrees to provide security, including on-site escort of inmates when deemed necessary by Provider, sufficient to allow the Provider and its employees to safely provide the medical services called for hereunder.

XVII. Entire Agreement

This Agreement contains the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all prior commitments, understandings, warranties, negotiations, all of which are by the execution hereof rendered null and void. No amendment or modification of this Agreement shall be made or deemed to have been made unless in writing and executed by the parties.

XVIII. Independent Contractor

A. During the term of the Agreement, the Provider shall at all times be acting and performing as an independent contractor and no employees of the Provider are acting as employees of the County for any purpose. Nothing contained in this Agreement shall be construed to create a joint venture, partnership or similar relationship between the parties. No statement
contained in this Agreement shall be construed so as to find the Provider’s employees to be employees of the County, and the Provider’s employees shall not be entitled to any of the rights, privileges, or benefits of employees of Pine County, including but not limited to, workers’ compensation, and health/death benefits.

B. Neither party shall have or exercise any control or direction over the methods by which the other party provides its services under this Agreement. Neither party, nor any of their respective agents nor employees, shall be construed to be the agent, employee, or representative of the other party and each party shall be solely responsible for any liability that may arise as a result of, or in connection with, any act or omission by that party or any of its agents or employees.

C. The Provider shall be responsible for employing the persons who will provide the services hereunder and shall be responsible for all compensation and benefits payable to such employees with respect to their services under this Agreement. The Provider shall have the right to employ additional or different persons during the term of this Agreement. The Provider will inform the County of any change in regard to Medical Director at least thirty (30) days in advance of such change.

D. The Provider acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due the Provider and that it is the Provider’s sole obligation to comply with the applicable provisions of all Federal and State Tax laws.

E. The Provider shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide the services identified herein. The Provider may elect to perform administrative duties off-premises.

F. The Provider shall be responsible for all expenses, professional development training and personal equipment expenses (such as pagers, cell phones, etc.) in providing the services covered under this Agreement. There is no separate reimbursement for expenses of the Provider’s employees.

G. Nothing in this Agreement shall limit the Provider in providing medical services to other public or private organizations or persons during the term of this Agreement.

H. The Provider’s employees consent to a security/criminal background check. The Provider’s employees’ authority to enter the Pine County Jail (a secure facility) is contingent on this background check. Pine County
retains the right to unilaterally terminate this Agreement in the event of any potential security threats presented by the Provider’s employees, and these security issues are not corrected within ten (10) days of receipt of written notice as such from the County.

XIX. Notices

Any notice hereunder shall have been deemed to have been given only if in writing and either delivered by hand or sent by first class mail to the addresses listed herein.

XX. Experimental Treatment

Minnesota Rule 2911.6900 (2001) specifically prohibits the use of inmates for medical, pharmaceutical, or cosmetic experiments. The Provider shall not provide experimental medical services or treatment to inmates of the jail.

XXI. Arbitration

If a dispute arises between the County and the Provider regarding any of the provisions of this Agreement, such dispute shall be referred in writing to a panel of arbitrators (the “Panel”), whose decision shall be final and binding in all respects. Each party shall select one (1) member of the Panel and the persons so selected shall nominate a neutral member, who shall be a member in good standing with the American Arbitration Association, and who shall act as chair. Each party shall bear the expense of its own arbitrator. The expense of the neutral arbitrator shall be borne equally by the County and the Provider. The Panel shall consider the matter in controversy and may hold hearings regarding the same, and their decision shall be entered in writing within ten (10) days after the matter is finally submitted to them. Arbitration proceedings initiated pursuant to this Agreement shall be conducted in accordance with the Rules of the American Arbitration Association.

XXII. Minnesota Government Data Practices Act

The Provider agrees to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended. The Provider agrees to defend, indemnify and hold harmless Pine County, its commissioners, officials, officers, agents, employees and volunteers for any claims resulting from the Provider’s unlawful disclosure and/or use of such protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.
IN WITNESS THEREOF, each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative.

PINE COUNTY

Dated: ________________

By: ______________________

By: ______________________

Attest:

By: ______________________

MEND CORRECTIONAL CARE, PLLC

Dated: ________________

By: ______________________

Todd Leonard MD CCHP-P, President

By: ______________________
AGENDA REQUEST FORM

Date of Meeting: 11/06/2018

☑ County Board
☐ Consent Agenda
☐ Regular Agenda

☐ Personnel Committee
☐ Other ___________

Agenda Item: Approval of agreement for psychiatric services

Department: HHS

Department Head signature

Background information on Item:
This agreement is between Pine County HHS and Kanabec County Family Services. The contract is effective from December 1, 2018, through December 31, 2019. The contract allows Pine County HHS to purchase seven hours of psychiatric services per month from Kanabec County Family Services, at the rate of $125/hour. Historically, psychiatric services have been very difficult to access, and this contract would help fill the gap in the continuum of mental health services offered to Pine County residents. There is funding in the 2018 and 2019 budgets to cover the expense associated with this service, which will be paid through mental health allocations provided to Pine County. The County Attorney’s Office has reviewed the contract.

Action Requested:
Approve the contract between Pine County HHS and Kanabec County Family Services, and authorize the Chair and Administrator to sign.

Financial Impact:
The cost of the provision of services is $875 per month, or $10,500 per year.
Agreement between Pine County Health & Human Services and Kanabec County Family Services
Period of Agreement: December 1, 2018 through December 31, 2019

This Agreement is made and entered into by and between Pine County Health & Human Services, with the address of 315 Main St S., Ste 200, Pine City, MN 55063 (hereinafter the “County”) and Kanabec County Family Services, with the address of 905 Forest Avenue East – Suite 150, Mora, MN 55051 (hereinafter “Kanabec County”).

WITNESSETH

WHEREAS, Minn. Stat. §§245.461 through 245.486 and Minn. Stat. §§245.487 through 245.488 establish the Minnesota Comprehensive Adult Mental Health Act and the Minnesota Comprehensive Children’s Mental Health Act, respectively;

WHEREAS, the County wishes to secure the provision of Psychiatric services; and

WHEREAS, Kanabec County is suitably structured to provide Psychiatric services; and

WHEREAS, pursuant to Minn. Statute Ch. 402, the County wishes to purchase such services from Kanabec County; and

WHEREAS, Pine County Health & Human Services wishes to serve as the Contracting Entity with Kanabec County for its provision of Psychiatric services.

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

SECTION 1. OBLIGATIONS OF KANABEC COUNTY

1.1 PROVISION OF SERVICES: Kanabec County shall provide uninsured or underinsured residents of Pine County with Psychiatric services per host county agreement; Client’s eligibility to receive such services will be mutually agreed upon by the County and Kanabec County prior to providing such service; services shall not be provided to clients who are not determined to be eligible; Determine fee for clients that have no third-party insurance, including public programs on the sliding fee schedule. Clients will be eligible for sliding fee schedule when the applicable health plans including Medical Assistance, Medicare, Minnesota Care (or its successor program), PMAP or third party payers have denied payments or reached limitations.

1.2 STANDARD OF PERFORMANCE: Kanabec County shall provide services in conformance with applicable laws and regulations and within accepted standards of professional practice; specifically, services shall conform to standards set forth in the MHCP Provider Manual as applicable to services.

1.3 CAPACITY: Kanabec County agrees to provide Psychiatric services per Agreement approved by the Pine County Board. This request is hereby incorporated in to this agreement by this reference.

1.4 PROGRAM LICENSURE: Kanabec County shall operate as a contracted vendor in compliance with Minnesota Department of Human Services Rules.
1.5 HIPAA COMPLIANCE: Kanabec County shall provide and execute services in conformance with applicable regulations and standards.

1.6 REPORTING: Kanabec County will provide reports on a quarterly basis of services rendered as requested by the County.

1.7 INSURANCE: Kanabec County shall maintain general and professional liability insurance in amounts mutually acceptable to Kanabec County and the County. Kanabec County shall provide evidence of such coverage to the County upon request and shall notify the County of any proposed change or cancellation in such coverage.

1.8 ACCESS TO RECORDS: Consistent with federal and state requirements, Kanabec County agrees to provide access to books and records related to the Services provided under this Agreement for at least ten (10) years after the Services have been provided, upon request by the Secretary, U.S. Department of Health and Human Services, and U.S. Controller General or their representatives.

1.9 DISPOSITION OF ASSETS: All supplies purchased through the AMHI for this program will be for the exclusive use of this program. The intellectual rights to processes, procedures, protocols, written materials, and other products developed during this project will be held by AMHI subject to relevant state and federal laws governing such matters.

1.10 REQUIRED AUDITS: Regular audits will be conducted as applicable to said agency with access as requested by the County.

SECTION 2. OBLIGATIONS OF THE COUNTY

2.1 PAYMENT FOR SERVICES: For Psychiatric services, the payments will be based on actual expenditures not to exceed current payment rate as indicated in the Appendix A. Payments for services are on a cash basis.

2.2 INVOICES: Upon receipt of the invoice, the County will make payment to Kanabec County within 30 days, not to exceed the current approved and authorized rate.

SECTION 3. DUTIES AND OBLIGATIONS OF BOTH PARTIES

3.1 DATA EXCHANGE: Both Parties acknowledge and agree that in order to deliver the Services, various types of data and confidential information will be shared between the Parties.

3.2 COMPLIANCE WITH LAW: Both Parties agree to take reasonable steps necessary to provide Services in accordance with all relevant federal, state and local laws and regulations including those federal and state laws and regulations relating to individuals that receive mental health services.

3.3 NON-DISCRIMINATION: Kanabec County will provide Services without discrimination on the basis of sex, race, creed, age, sexual orientation or national origin. The County will not discriminate on the basis of sex, race, creed, age, sexual orientation or national origin.
SECTION 4. TERMINATION

4.1 TERMINATION WITH CAUSE: Either Party may terminate this Agreement for material breach, by written notice to the breaching Party; provided that such breach remains uncured for a period of thirty (30) days after receipt of written notice thereof from the non-breaching Party.

4.2 TERMINATION DUE TO CHANGE IN FUNDING: In the event funding from the State is less than expected, decreased or terminated, the County reserves the right to give a 30-day notice of decrease or termination of this agreement.

4.3 TERMINATION WITHOUT CAUSE: Either Party may terminate this Agreement without cause upon ninety (90) days written notice to the other Party.

4.4 CONDITIONS OF THE PARTIES OBLIGATIONS: It is understood and agreed that in the event the funding to the County from state and federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated services, the obligations of each party hereunder shall be terminated. Contractor shall neither assign nor transfer any rights or obligations under this Contract without the written consent of Pine County.

4.5 OBLIGATIONS UPON TERMINATION: Both Parties shall cooperate in any transition process necessary should the duties to be performed by Kanabec County under this Agreement be transferred to another entity.

4.6 NO DISSOLUTION ASSUMED: Termination of this Agreement, for any reason and at anytime, shall not be construed to terminate or in any way alter the relationship of the County with Kanabec County.

SECTION 5. CONFIDENTIAL INFORMATION

5.1 DEFINITION: "Confidential Information" means all proprietary or confidential information of any kind disclosed by either Party or its representatives or agents including but not limited to, any technical data or know-how, business plans, product plans or designs, products, services, client lists, provider lists, market strategies, clinical protocols, marketing information and strategies, or financial information.

5.2 EXCEPTIONS: Information will not be deemed to be Confidential Information hereunder if such information (i) becomes known, independently of disclosure by the receiving Party from a source other than one having an obligation of confidentiality toward the Confidential Information; (ii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving Party; (iii) is in the possession of the receiving Party at the time of disclosure prior to disclosure by the disclosing Party (iv) become part of the public knowledge or literature, not as a result of any inaction or action of the receiving Party; or (v) is independently developed by the receiving Party without reference to the disclosing Party’s Confidential Information.

5.3 NONDISCLOSURE OF CONFIDENTIAL INFORMATION: Each Party agrees that it will maintain and preserve the confidentiality of the other Party's Confidential Information, including, without limitation, taking such steps to preserve the confidentiality of the Confidential Information as it takes to preserve the confidentiality of its own Confidential Information. A receiving Party will immediately notify the disclosing Party if it is aware of any unauthorized use
or disclosure of any Confidential Information by the receiving Party, its employees or agents, or any other entity.

5.4 MANDATORY DISCLOSURE: In the event that any Party or its employees or Agents are required by legal process to disclose any of the Confidential Information of the other Party, the receiving Party shall give prompt notice to the other Party so that it may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the receiving Party shall disclose only that portion of the Confidential Information which its Counsel advises that it is legally required to disclose.

5.5 NO LICENSE GRANTED: Nothing in this Agreement is intended to grant any rights to either Party under any patent, copyright, trade secret or other intellectual property right, nor shall this Agreement grant to any Party any rights in or to the other Party's Confidential Information, except as provided herein.

SECTION 6. INDEMNIFICATION

6.1 BY KANABEC COUNTY: Kanabec County will indemnify, defend and hold the County, its directors, agents, officers, and employees and assigns harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) resulting herein any claim, suit, action, or proceeding against the County or its affiliates resulting from (i) a breach by Kanabec County of this Agreement; or (ii) the provision of Services by Kanabec County hereunder, including claims relating to patient care plans, protocols or standards, or (iii) violations by Kanabec County of any applicable federal, state, or local laws or regulations and any applicable terms and conditions of any contract between Kanabec County and agencies of the State of Minnesota and/or the United States of America.

6.2 BY THE COUNTY: The County will indemnify, defend and hold Kanabec County, its directors, agents, officers, and employees, and assigns harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) resulting from any claim, suit, action, or proceeding against Kanabec County or its affiliates resulting from: (i) a breach by the County of this Agreement, (ii) the provision of services, (iii) violations by the County of any applicable federal, state, or local laws or regulations and any applicable terms and conditions of any contract between the Counties and agencies of the State of Minnesota and/or the United States of America.

6.3 NOTICE: Each Party's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any potential claim, suit or action; (ii) being able to at its option, control the defense of such claim, suit or action; (iii) permitting the indemnified Party to participate in the defense of any claim, suit or action: and (iv) receiving full cooperation of the indemnified Party in the defense thereof in regards to Enhanced Psychiatric Services.
SECTION 7. MISCELLANEOUS

7.1 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without giving effect to the conflicts of laws principles thereof.

7.2 Assignment of Responsibilities. Neither Party shall assign, transfer, or delegate its responsibilities herein to any third party without the prior written consent of the other Party hereto.

7.3 Amendments. Neither this Agreement nor any of the terms or conditions hereof may be amended, or modified except by means of a written instrument duly executed by both Parties.

7.4 Entire Agreement. This Agreement, including the exhibits, constitutes the entire understanding between the Parties as to the subject matter hereof, and supersedes all prior discussions, agreements, and understandings of every kind between them as to such subject matter.

7.5 Independent Contractor. Notwithstanding Kanabec County and the County are independent contractors of each other. Nothing contained herein shall create or be deemed to create an employment, partnership or joint venture relationship between the Parties.

7.6 Assignment of Rights. Neither Party shall assign, transfer, or otherwise dispose of any of its rights, title or interest in, to, or under this Agreement without the prior written consent of the other Party.

7.7 Severability. If any provision of this Agreement is held to be unenforceable for any reason, it will be modified rather than voided, if possible, in order to achieve the intent of the Parties to this Agreement to the extent possible.

7.8 Waiver. Any waiver will be limited to the provision hereof and the circumstance or event specifically made subject thereto and will not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

7.9 Survival. Notwithstanding termination of this Agreement, for any reason and at any time, Sections 1.7, 6 & 7 shall survive termination.
IN WITNESS, WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED:

COUNTY OF KANABEC  
Dated: ____________________________

Kanabec County Chairperson

COUNTY OF PINE  
Dated: ____________________________

Pine County Chairperson

ATTEST:  
Dated: ____________________________

Director, Health & Human Services Director  
Dated: ____________________________

Pine County Administrator

APPROVED AS TO FORM AND EXECUTION:  
Dated: ____________________________  
By: ____________________________

Pine County Attorney
Appendix A: Service Description and Payment Rate per Service:

**Psychiatry Services (Mental Health Medication Management) reimbursed**

Pine County will pay for (7) hours of this service per month to Kanabec County at a rate of $125.00 per hour. Kanabec County will bill quarterly for these services. Kanabec County will bill all available pay sources for service provided under this agreement and reduce the amount of the payment due from Pine County by 90 percent of the revenues collected in the quarter for the contracted 7 hours of service per month. Kanabec County will retain 10 percent of revenues from reimbursement collected during the quarter for the 7 hours of services for Pine County per month. A settle up will be done each quarter by a reduction in the full amount billed to Pine County for services provided under this agreement delivered in the previous quarter by subtracting 90 percent of revenues under this agreement collected in that quarter from the total due.

**Mental Health Medication Management**

Medication management is a service to determine a recipient’s need for a prescribed drug, or to evaluate the effectiveness of the prescribed drug as noted in the recipient’s written individual treatment plan (ITP).

Medication Monitoring is a brief, face-to-face service to monitor or change a recipient’s drug dosage or prescription.

*Contract/2018-2019/Psychiatric Services w/Kanabec Co*

10/25/2018
AGENDA REQUEST FORM

Date of Meeting: November 6, 2018

☑ County Board
☐ Consent Agenda
☑ Regular Agenda

☐ Personnel Committee
☐ Other ____________

Agenda Item: Cooperative Agreement Windemere Township

Department: Pine County Public Works

Background information on Item:
Cooperative Agreement with Windemere Township for culvert replacement on Balsam Road.

Action Requested:
Approve and sign

Financial Impact:
Pine County Cooperative
Agreement with
Windemere Township

WITNESSETH: This agreement by and between the County of Pine, a political subdivision of the State of Minnesota hereinafter referred to as the "County", and the Town of Windemere, a political subdivision of the State of Minnesota hereinafter referred to as the "Township";

Whereas, the Township has requested the County to act on their behalf in the opening of bids, award of contracts, and the inspection of construction activities for the proposed improvement known as State Aid Project 058-599-044 on Balsam Road; and

Whereas, Town of Windemere has been identified as being eligible for receipt of Township Bridge funds and Bridge Bond Funds; and

Whereas, Township Bridge funding requires the Township to contribute a local share to the costs of construction; and

Whereas, the Minnesota Department of Transportation shall determine the level and scope of specification preparation, construction plan detail, and materials inspection; and

Whereas, the Township has expressed its willingness to execute a cooperative agreement with the County to mutually identify responsibilities and obligations for 058-599-044

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The County shall review the necessary construction plans, specifications, proposals, and estimates prepared by others for submittal and approval to a construction status by the Minnesota Department of Transportation.

2. The County shall take bids and make recommendation for award of the construction contract, shall perform the construction administration (advertisement of bids, partial and final estimates, and final reports) and field work (surveying and staking).

3. The County will hire a qualified consulting engineer to provide the necessary hydraulic analysis, plan design, and construction inspection as required by the Minnesota Department of Transportation regulations and as determined by the County Engineer.

4. The County will not charge the Township for services outlined in items 1 and 2. Item 3 will be paid for by the Township.

5. The Township’s local share of the bridge replacement costs shall be defined as bridge removal, clearing and grubbing, excavation items, all other non-participating items as shown on the plans and detailed in the special provisions and proposal, and any other costs not covered by the Township Bridge Funding.
6. The Township shall reimburse the County their local share of the items not covered by Township Bridge Funding after the contract is finalized.

7. Upon completion of the project, the Township shall maintain or arrange for the maintenance of the bridge structure; the County shall continue annual bridge inspections of the structure.

8. The Township and County agree to indemnify each other and hold each other harmless from any and all claims, causes of action, lawsuits, judgements, charges, demands, costs and expenses including, but not limited to, interest involved therein, attorneys' fees and costs and expenses connected therewith arising out of or resulting from the failure of any party to satisfy the provisions of this agreement or for damages caused to fourth parties as a result of the manner in which the Township or County perform or fail to perform duties imposed on each party by the terms of this agreement.

9. Nothing herein shall constitute a waiver by any party of the limits of liability provided in Minnesota Statutes No. 466 or other applicable law.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed.

TOWN OF Windemere, MINNESOTA
By _____________________________
Its _____________________________

Date ____________________________

COUNTY OF PINE, MINNESOTA
By _____________________________
County Administrator

Date ____________________________

Approved as to From:

_______________________________
County Attorney

Date ____________________________

Recommended for Approval:

_______________________________
County Engineer

Date ____________________________
AGENDA REQUEST FORM

Date of Meeting: 11/06/2018

☑ County Board
☐ Consent Agenda
☐ Regular Agenda

☐ Personnel Committee
☐ Other __________

Agenda Item: Approval to move employee to regular employment status

Department: HHS

Background information on Item:
Registered Nurse and probationary employee Kelsi Ervin is due to become a regular status employee effective November 22, 2018. Kelsi has been a great addition to the family health team.

Action Requested:
Authorize regular employment status for RN Kelsi Ervin effective November 22, 2018.

Financial Impact:
N/A
AGENDA REQUEST FORM

Date of Meeting: 11/06/2018

☑ County Board
☑ Consent Agenda
☐ Regular Agenda

☐ Personnel Committee
☐ Other

5 mins ☐ 10 mins ☐ 15 mins ☐ Other ☐

Agenda Item: Approval of hiring

Department: HHS

[Signature]

Background information on Item:
The department recently held interviews for a public health supervisor position that will be overseeing the family health unit. The position was offered to and accepted by Jessica Fehlen. Jessica currently serves as the Family Health Team Leader, and has done a great job in this role. Contingent on County Board approval, Jessica will be able to start the position on November 11, at the salary of $34.50 per hour. Continued employment in this position is also contingent upon Jessica obtaining her public health nurse certification within six years. This position is being funded partially through a grant, and the remaining amount is coming from third party reimbursements through the MIECHV (Maternal Infant and Early Childhood Home Visiting) program as a part of Kanabec-Pine Community Health dissolution funds which totaled $340,935 at the time of the dissolution. These third party funds continue to accrue as we are currently in a collaborative grant with Mille Lacs County and Mille Lacs Band to provide family home visiting services. The grant covers all expenses, and therefore, the third party funds (health insurance) can be used to further invest in the family health program. No county tax levy dollars are being used to cover the cost of this position.

Action Requested:
Authorize the promotion of Jessica Fehlen from Family Health Team Leader to Public Health Supervisor effective November 11, 2018 at $34.50 per hour (Grade 15 on the non-union scale).

Financial Impact:
As noted above, the funding for this position is coming from a grant and from third party reimbursement funds as part of the Kanabec-Pine dissolution, which continue to accrue since we are in a collaborative grant that covers all expenses associated with the Healthy Families America home visiting program.
AGENDA REQUEST FORM

Date of Meeting: November 6, 2018

☑ County Board
☐ Consent Agenda
☑ Regular Agenda

☐ Personnel Committee
☐ Other

Agenda Item: New & Amended Fee Public Hearing

Department: Land Services

Background information on Item:

Pine County Planning & Zoning is requesting the following new and amended fees for 2019:

1.) Establish a fee for Interim Use Permits. This fee is the same as Conditional Use Permits, as the process is the same, however the establishment is necessary for this new type of permit.
2.) Amend the Septic Compliance Inspection fee from $150 to $200 to better align with private businesses. The current fee of $150 is significantly lower than the private inspectors resulting in the county undercutting private enterprise.
3.) As revealed during the 2019 budget process, the cost of servicing the recycling sheds is significantly increasing (the current proposal of $174,000 is an increase of $37,400 over 2018) even with proposed changes to the current program. Increasing the Solid Waste Fee from $6 to $8 will result in an additional $36,790 in 2019 leaving a manageable shortfall to the property tax levy.

Action Requested:

1.) Presentation of the fee schedule
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 fee schedule for Interim Use Permits and Septic Compliance Inspection Fee and Resolution 2018-56 increasing the Solid Waste Fee from $6 to $8 per improved taxable parcel.

Financial Impact:

The interim use permit fee will have no financial impact, as these permits would have previously been viewed as conditional use permits and subject to the same fee.

The number of septic compliance inspections completed by the department will be less as property owners will have less financial incentive for the county to provide the service, however the county will have less costs associated with providing the service, therefore there is no financial impact.

The increase in the solid waste fee is a necessary step in balancing the 2019 budget.
Pine County Resolution Amending
Solid Waste Management Fee
Resolution No. 2018-56

WHEREAS, the Pine County Board of Commissioners have recognized the necessity in Pine County to provide additional solid waste management services including, but not limited to public education, expanded recycling programs, household hazardous waste programs, solid waste management facilities operation and debt service cost, and;

WHEREAS, the Pine County Solid Waste Ordinance as amended establishes a Solid Waste Management Fee pursuant to Minnesota Statute 400.08, and;

WHEREAS, a public hearing was held on November 6, 2018, after due notice in the Office County newspaper on October 18, 2018 as provided by law was conducted regarding the amendment of this fee.

NOW, THEREFORE, BE IT RESOLVED, that the County of Pine amends the rate for the Solid Waste Management fee in accordance with Minnesota Statutes in the Amended Pine County Ordinance from $6 per taxable improved parcel to $8 per taxable improved parcel.

PASSED AND APPROVED this 6th day of November, 2018 by the Pine County Board of Commissioners.

______________________________________________
Stephen M. Hallan, Chairman
Pine County Board of Commissioners

ATTEST:

______________________________________________
David J. Minke
Pine County Administrator
Present: Commissioner Hallan, Commissioner Mohr, IT Manager Ryan Findell, IT Specialist Sr. Kent Bombard, Administrator Office Manager Deb Gray, IT Specialist Darlene Mallet, Jail Administrator Rodney Williamson

1. Called meeting to order at 8:59 am
2. Facebook for Solid Waste
   - Approved the creation of a Pine County Solid Waste Facebook page. Discussion was held on other Facebook pages that the county might look into at a later date.
3. Archiving Discussion
   - Email / Social Media
     - Reviewed quotes for new email and social media archiving solutions. Ryan Findell will review what retention applies to social media for government. Currently there are no funds allocated for either project in the 2019 IT budget.
4. Jail - Camera / DVR, Other Projects
   - Rodney Williamson gave an overview of the DVR upgrade project. Approximately $100,000 is needed to complete this phase of the project with ~$44,000 spent earlier this year. The overall boarding revenue is at $356,000, which is $156,000 over the projected budget for 2018. This would cover everything except the camera replacement. Direction was given by Commissioner Hallan to have Administrator David Minke meet with Rodney and Ryan and the Auditor-Treasurer’s Office to discuss final project numbers before the project go ahead is given.
5. Updates
   - Website
     - Discussion on the new website. Citizens are leaving comments on the website and services are being delivered better based on those comments. Some comments include Sheriff tip line information and a disclaimer has been added on the comment section to place those in the correct area of the site.
   - NPGC Building
     - Updates on the technology vendors working on the NPGC and an update on the fiber internet connection run for the new building.
6. Other
   - Data security update
     - Ryan Findell gave an overview of changes made by the IT department since the last Tech Committee meeting.
     - Staff Training
       - Discussion was held on training for county staff for retention and other requirements for handling government data. The conversation will be discussed at management or department head level meetings.
7. Adjourn at 9:57 am

The next Tech Committee meeting will be rescheduled at a later date due to Christmas Day holiday.
AGENDA REQUEST FORM

Date of Meeting:  November 6, 2018 ________________

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

☐ Personnel Committee
☐ Other _____________

Agenda Item:  Family Pathways Presentation ________________________

Department:  Administration ________________________________

[Signature]

Department Head signature

Background information on Item:

As part of the 2019 budget process, Family Pathways submitted a request for funding. Generally, the county is unable to directly donate to non-profit organizations, therefore the request was rejected. However, since the organization provides services in the area we invited them to present to the county board.

Family Pathways began in 1978 as the Family Resource Center, a grassroots community organization in Chisago County, Minnesota that provided counseling services to youth and families. The services offered, and geography served, changed and expanded over the years to meet the growing needs of the many different communities in East Central Minnesota. In March 1998, the organization changed its name to Family Pathways and adopted its current mission.

Communities served: City of Forest Lake, MN; Chisago, Isanti, Kanabec, Mille Lacs and Pine Counties in Minnesota; and Polk County in Wisconsin.

Services: Hunger Relief (Food Shelves, Mobile Food Truck, School Backpack Program, Summer Lunch Program), Refuge Domestic Violence and Sexual Assault Programs and Shelter, Aging Services, Youth Programs and Teen Centers.
AGENDA REQUEST FORM

Date of Meeting: 11/06/2018

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

☐ Personnel Committee
☐ Other

Agenda Item: Presentation by Briana Michels

Department: HHS

Background information on Item:

Briana Michels is the Learning and Development Specialist at Grand Casino Hinckley. Briana has been very instrumental in coordinating multiple events at Grand Casino that are intended to positively impact and benefit the entire Pine County community. The department has thoroughly enjoyed having the opportunity to work alongside Briana throughout the last few years. Briana is one of the members of the host planning committee for the Region 7E Community Conversations, and she continues to work to impact many people who work at and visit Grand Casino Hinckley. Briana will be on hand to provide more information about her work.

Action Requested:

The presentation is for informational purposes only.

Financial Impact:

N/A
AGENDA REQUEST FORM

Date of Meeting: November 6, 2018

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

☐ Personnel Committee
☐ Other

Agenda Item: Central MN Initiative Foundation

Department: Pine County Sheriff's Office - Jail

Background information on Item:

The Pine County Jail has a program to put screened offenders into employment with various employers in the Pine City Industrial Park. These employments are designed to help transition offenders back into the community and put them on a path to succeed as a law-abiding and self-sustaining citizen. Many inmates lack job skills and having a job after release is an important factor in reducing recidivism.

This program at the Pine County Jail was recently honored by the Central Minnesota Initiative Foundation at three banquets held throughout central Minnesota.

A video that was produced by the Foundation was presented at the banquets. The video contains an example of how this program creates success for offenders.

Action Requested:

None - Information Only

Financial Impact:

None
AGENDA REQUEST FORM

Date of Meeting: November 6, 2018

☐ County Board
☐ Consent Agenda
☒ Regular Agenda 5 minutes

☐ Personnel Committee
☐ Other

Agenda Item: Nemadji One Watershed One Plan

Department: Land Services

Background information on Item:

In August 2018, the Carlton County SWCD was awarded a One Watershed One Plan planning grant for the Nemadji Watershed. Since that time Caleb Anderson has been meeting with staff from BWSR, Carlton SWCD, Carlton County, and Pine SWCD to draft a Memorandum of Agreement (MOA) and workplan for the planning process.

The Nemadji Watershed represents 3% of Pine County’s total land area with 84% of that land being state-owned land.

The Plan will be created under the following structure:

Policy Committee: Each organization that signs the MOA will appoint one elected official to serve on the Policy Committee, which will make all decisions on the plan content. The Policy Committee is forecasted to meet 4-6 per year for the next two years.

Advisory Committee: Composed of a wide variety of stakeholders including: state agencies, townships or municipalities, technical staff from Counties and SWCDs, and more.

Steering Committee: Composed of staff from Counties and SWCDs. This group will help manage any consultants and technical aspects of the planning process.

Action Requested:

Determine whether the Board would like to sign the MOA.

If the Board decides to enter into the MOA, authorize the county board chair and the County Administrator to sign after legal review is complete and appoint a Commissioner and an alternate to serve on the Policy Committee.

Financial Impact:

None.
NEMADJI WATERSHED MEMORANDUM OF AGREEMENT

This AGREEMENT is made and entered into by and between the following PARTIES:

The Minnesota Counties of Carlton and Pine, by and through their respective County Board of Commissioners, and the Carlton and Pine Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors, collectively referred to as the “Parties”;

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, the parties to this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Nemadji Watershed (Attachment A-map) to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities.

WHEREAS, the Parties have formed this Agreement for the specific goal of developing a plan pursuant to Minnesota Statutes § 103B.801, Comprehensive Watershed Management Planning, also known as One Watershed, One Plan.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Purpose:** The Parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the Nemadji River Watershed (see Attached A-map). The purpose of this Agreement is to collectively develop and adopt, as local government units, a coordinated watershed management plan for implementation per the provisions of the Plan. Parties signing this agreement will be collectively referred to as the Nemadji Watershed One Watershed One Plan Policy Committee.

2. **Term:** This Agreement is effective upon signature of all Parties in consideration of the Board of Water and Soil Resources (BWSR) Operating Procedures for One Watershed, One Plan; and will remain in effect until adoption of the Plan by all parties OR the end date of the Board of Water and Soil Resources Grant Agreement, unless canceled according to the provisions of this Agreement or earlier terminated by law.
3. **Adding Additional Parties:** A qualifying party desiring to become a member of this Agreement shall indicate its intent by adoption of a board resolution prior to December 31st, 2018. The party agrees to abide by the terms and conditions of the Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee.

4. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. Notice must be made at least 30 days in advance of leaving the Agreement.

5. **General Provisions:**

   a. **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Agreement is responsible.

   b. **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity.” For the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). It is the intent of the Parties that they be considered a “single government unit;” that the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a “single governmental unit;” and that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party.

   c. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity’s records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of the agreement shall be subject to the Minnesota Government Data Practices Act. At the time this agreement expires, all records will be turned over to the Carlton County Soil and Water Conservation District and/or the County of Carlton for continued retention.

   d. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.

   e. **Extension:** The Parties may extend the termination date of this Agreement upon agreement by all Parties.

6. **Administration:**

   a. **Establishment of Committees for Development of the Plan.** The Parties agree to designate one representative and one or more alternate(s), who must be an elected member of the governing board, to a Policy Committee for development of the watershed-based plan. Parties also may appoint of one or more technical representative(s) to an Advisory Committee for development of the Plan in consideration of the Board of Water and Soil Resources Operating procedures for One Watershed, One Plan.

   i. The Policy Committee will meet as needed to decide on the content of the plan, serve as a liaison to their respective boards, and act on behalf of their Board. Each representative shall have one (1) vote.
ii. Each governing board may choose one or more alternate(s) to serve on the Policy Committee as needed in the absence of the designated member.

iii. The Policy Committee will establish bylaws within 6-months of the date of the Board of Water and Soil Resources, One Watershed, One Plan Planning Grant Agreement to describe the functions and operations of the committee(s).

iv. The Advisory Committee will meet as needed to assist and provide technical support and make recommendations to the Policy Committee on the development and content of the plan. Members of the Advisory Committee may not be a current board member of any of the Parties.

b. Submittal of the Plan. The Policy Committee will recommend the plan to the Parties of this Agreement. The Policy Committee will be responsible for initiating a formal review process for the watershed-based plan conforming to Minnesota Statutes Chapters 103B and 103D, including public hearings. Upon completion of local review and comment, and approval of the plan for submittal by each party, the Policy Committee will submit the watershed-based plan jointly to Board of Water and Soil Resources for review and approval.

c. Adoption of the Plan. The Parties agree to adopt and begin implementation of the plan within 120 days of receiving notice of state approval, and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.

7. Fiscal Agent: Carlton County Soil and Water Conservation District will act as the fiscal agent for the purposes of this Agreement and agrees to:
   a. Accept all responsibilities associated with the implementation of the Board of Water and Soil Resources grant agreement for developing a watershed-based plan.
   b. Perform financial transactions as part of grant agreement and contract implementation.
   c. Annually provide a full and complete audit report.
   d. Provide the Policy Committee with the records necessary to describe the financial condition of the Board of Water and Soil Resources agreement.
   e. Retain fiscal records consistent with the agent’s records retention schedule until termination of the agreement (at that time, records will be turned over to the Carlton County Soil and Water Conservation District).

8. Grant Administration: The Carlton County Soil and Water Conservation District will act as the grant administrator for the purposes of this Agreement and agrees to provide the following services:
   a. Accept all day-to-day responsibilities associated with the implementation of the Board of Water and Soil Resource grant agreement for developing a watershed-based plan, including being the primary Board of Water and Soil Resources contact for the One Watershed, One Plan Grant Agreement and being responsible for Board of Water and Soil Resources reporting requirements associated with the grant agreement.
   b. Provide the Policy Committee with the records necessary to describe the planning condition of the BWSR grant agreement.

9. Secretary: Carlton County Soil and Water Conservation District will act as the secretary for the purposes of this Agreement and agrees to provide the following services to the Parties:
   a. Assist with data compilation, meeting facilitations, and plan writing.
   b. Coordination and facilitation of Policy Committee meetings, including establishing date, location, time, and any necessary accommodations such as refreshments.
   c. Coordination and facilitation of Advisory Committee meetings including establishing date, location, time, space, technology needs, and any necessary accommodations such as
refreshments.

10. **Multiple Counterparts:** The Parties may sign multiple counterparts of this Agreement. Each signed counterpart shall be deemed an original, but all of them together represent the same Agreement.

11. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

Carlton Soil & Water Conservation District
Melanie Bomier or successor as assigned by the District Manager
Water Quality Technician
803 3rd St, Carlton, MN 55718
Melanie.Bomier@carlonswcd.org
218-384-3891 Ex. 4#

Carlton Soil & Water Conservation District
Board Member
803 3rd St, Carlton, MN 55718
218-384-3891 ext 4#

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: Carlton Soil & Water Conservation District

APPROVED:
PARTNER: Carlton County

APPROVED:

BY: ____________________________ Date
    Board Chair

BY: ____________________________ Date
    District Manager/Administrator

PARTNER: Pine Soil & Water Conservation District

APPROVED:

BY: ____________________________ Date
    Board Chair
PARTNER: Pine County

APPROVED:

BY: District Manager/Administrator  Date

BY: Board Chair  Date

BY: Administrator  Date
MEMORANDUM OF AGREEMENT

NEMADJI WATERSHED

This AGREEMENT is made and entered into by and between the following PARTIES:

The Minnesota Counties of Carlton and Pine, by and through their respective County Board of Commissioners, and the Carlton and Pine Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors, collectively referred to as the “Parties”;

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, the parties to this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Nemadji Watershed (Attachment A-map) to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities.

WHEREAS, the Parties have formed this Agreement for the specific goal of developing a plan pursuant to Minnesota Statutes § 103B.801, Comprehensive Watershed Management Planning, also known as One Watershed, One Plan.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Purpose: The Parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the Nemadji River Watershed (see Attached A-map). The purpose of this Agreement is to collectively develop and adopt, as local government units, a coordinated watershed management plan for implementation per the provisions of the Plan. Parties signing this agreement will be collectively referred to as the Nemadji Watershed One Watershed One Plan Policy Committee.

2. Term: This Agreement is effective upon signature of all Parties in consideration of the Board of Water and Soil Resources (BWSR) Operating Procedures for One Watershed, One Plan; and will remain in effect until adoption of the Plan by all parties OR the end date of the Board of Water and Soil Resources Grant Agreement, unless canceled according to the provisions of this Agreement or earlier terminated by law.
3. **Adding Additional Parties:** A qualifying party desiring to become a member of this Agreement shall indicate its intent by adoption of a board resolution prior to **December 31**, **2018**. The party agrees to abide by the terms and conditions of the Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee.

4. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. Notice must be made at least 30 days in advance of leaving the Agreement.

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   b. **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity." For the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). It is the intent of the Parties that they be considered a "single government unit;" that the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a "single governmental unit;" and that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party.
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   d. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
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   a. **Establishment of Committees for Development of the Plan.** The Parties agree to designate one representative and one or more alternate(s), who must be an elected member of the governing board, to a Policy Committee for development of the watershed-based plan. Parties also may appoint of one or more technical representative(s) to an Advisory Committee for development of the Plan in consideration of the Board of Water and Soil Resources Operating procedures for **One Watershed, One Plan.**
      i. The Policy Committee will meet as needed to decide on the content of the plan, serve as a liaison to their respective boards, and act on behalf of their Board. Each representative shall have one (1) vote.
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c. **Adoption of the Plan.** The Parties agree to adopt and begin implementation of the plan within 120 days of receiving notice of state approval, and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.

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Melanie Bomier or successor as assigned by the District Manager
Water Quality Technician
803 3rd St, Carlton, MN 55718
Melanie.Bomier@carltonswcd.org
218-384-3891 Ex. 4#

Carlton Soil & Water Conservation District
Board Member
803 3rd St, Carlton, MN 55718
218-384-3891 ext 4#

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTNER:** Carlton Soil & Water Conservation District

**APPROVED:**

**BY:**

Board Chair
Date

**BY:**

District Manager/Administrator
Date
Nemadji Watershed

Attachment A

[Map showing the Nemadji Watershed with shaded areas indicating different planning boundaries.]
c. The County will actively monitor the Project for illegal or non-conforming drop-offs; the County will act quickly to dispose of such drop-offs.
d. The County will leave natural screening of trees along roadsides and the site will be fenced.
e. The County will negotiate a free or reduced fee disposal at the Project for the Town if the Town observes an increase in illegal garbage dumping on Town property or town right-of-way that is a result of the Project.
f. The County will annually reimburse the town for any increase in fire protection costs associated with any market value increase as a result of the Project.
g. The County will consider the installation of a right-hand turn lane into the site when County Highway 61 is reconstructed.

V. RESPONSIBLE PARTIES
a. The County’s Responsible Party is Kelly Schroeder or her designee.
b. The Town’s Responsible Party is the Town Board Chair person or their designee.
c. The Responsible Parties have the authority to make all decisions concerning and effectuating the goals and conditions of this MOA, and are the primary contacts.

VI. RESOLUTION
a. The Responsible Parties shall negotiate in good faith to address any conflicts that arise during the course of this MOA within two weeks of a request to negotiate.

VII. SCOPE OF AGREEMENT
a. The intent of this MOA is to be a guide for a positive relationship between the Town and County in the implementation of the Project.
b. This MOA is not a legally binding contract, shall not be construed as a contract that is enforceable in a court of law, and neither party is entitled to damages or legal remedies related to this MOA.

COUNTY OF PINE

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

Dated: __________________________

ATTEST:

By: __________________________
    David J. Minke
    County Administrator

Dated: __________________________

TOWN OF STURGEON LAKE

By: __________________________
    Edward Magdziarz
    Sturgeon Lake Township Chairman

Dated: __________________________

ATTEST:

By: __________________________
    Nedene Kuhlman
    Clerk

Dated: __________________________
AGENDA REQUEST FORM

Date of Meeting: November 6, 2018

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

☐ Personnel Committee
☐ Other __________

Agenda Item: Memorandum of Agreement Willow River Transfer Station

Department: ________ Land Services __________________________________________________

[Signature]
Department Head signature

Background information on Item:

On October 11, 2018 Commissioner Mikrot and Land Services Director Schroeder attended the Sturgeon Lake Township meeting in regards to the proposal to open a transfer station at the corner of County Hwy 61 & Dago Lake Road similar to the pilot project the County operated in the Summer 2017. Given the fact Sturgeon Lake Township does not have a zoning ordinance to address concerns regarding the Canister Site Transfer Station, the County proposed entering into a Memorandum of Agreement with the Township to address any concerns.

Action Requested:

Authorize County Board Chair Hallan and County Administrator Minke to sign the Memorandum of Agreement with Sturgeon Lake Township regarding the operation of the Canister Site Transfer Station.

Financial Impact:

None.
MEMORANDUM OF AGREEMENT

BETWEEN THE COUNTY OF PINE AND THE TOWN OF STURGEON LAKE

I. GENERAL PURPOSE
   a. The purpose of this Memorandum of Agreement (MOA) is to outline the goals and conditions between Pine County ("the County") and the Town of Sturgeon Lake ("the Town"), both political subdivisions of the State of Minnesota, regarding the Canister Transfer Station Pilot Project ("the Project").

II. BACKGROUND
   a. Fifty percent of the households in the County have curbside garbage service. The rest of the households are self-hauling to a waste transfer station, or disposing of the garbage by illegal burning, burying or discarding on public and private property. The County has also had problems with households misusing recycling sheds by leaving large volumes of trash and non-recyclables.
   b. The northern part of the County does not have a conveniently located transfer station for residents and property owners. The closest transfer station is 27 miles south.
   c. To help alleviate the environmental and nuisance concerns from households that do not have curbside service, the County has proposed a canister transfer station designed for low volumes of solid waste and recycling. Materials would be collected in roll-offs and sheds to avoid the cost of constructing a facility and long term storage of materials on site.
   d. The County has proposed the South 625 feet of Pine County Parcel 31.0208.000 as the site for the Project. The site is to be purchased by the County from the DNR. The site would be open two to three days per week and a staff person will assist the public during the hours of operation. A surveillance system will be installed to monitor the site.
   e. The Town has expressed a number of concerns related to the potential for increased illegal dumping, odor, and other garbage-related nuisances. However, the Town does not have zoning ordinance to regulate the use or management of the site.

III. TERM
   a. The term of the Project and this MOA is from January 1, 2019 through December 31, 2019 and automatically annually renewing unless a written request to amend is delivered to either party no later than 60 days before the end of the term.
   b. The County will measure the success of the Project and provide annual reports to the township regarding the facility usage.

IV. GOALS AND OBJECTIVES
   a. The County will manage the site to minimize odor to the greatest extent possible.
   b. The County will promptly address any complaints raised by the Town about the Project as quickly as possible, but no later than 48 hours after an odor compliant is received and up to two weeks after any other type of complaint is received.
c. The County will actively monitor the Project for illegal or non-conforming drop-offs; the County will act quickly to dispose of such drop-offs.
d. The County will leave natural screening of trees along roadsides and the site will be fenced.
e. The County will negotiate a free or reduced fee disposal at the Project for the Town if the Town observes an increase in illegal garbage dumping on Town property or town right-of-way that is a result of the Project.
f. The County will annually reimburse the town for any increase in fire protection costs associated with any market value increase as a result of the Project.
g. The County will consider the installation of a right-hand turn lane into the site when County Highway 61 is reconstructed.

V. RESPONSIBLE PARTIES
a. The County’s Responsible Party is Kelly Schroeder or her designee.
b. The Town’s Responsible Party is the Town Board Chair person or their designee.
c. The Responsible Parties have the authority to make all decisions concerning and effectuating the goals and conditions of this MOA, and are the primary contacts.

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a. The Responsible Parties shall negotiate in good faith to address any conflicts that arise during the course of this MOA within two weeks of a request to negotiate.

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a. The intent of this MOA is to be a guide for a positive relationship between the Town and County in the implementation of the Project.
b. This MOA is not a legally binding contract, shall not be construed as a contract that is enforceable in a court of law, and neither party is entitled to damages or legal remedies related to this MOA.

COUNTY OF PINE

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

Dated: ______________________________

ATTEST:

By: ________________________________
   David J. Minke
   County Administrator

Dated: ______________________________

TOWN OF STURGEON LAKE

By: ________________________________
   Edward Magdziarz
   Sturgeon Lake Township Chairman

Dated: ______________________________

ATTEST:

By: ________________________________
   Nedene Kuhlman
   Clerk

Dated: ______________________________
APPROVED AS TO FORM

By: __________________________
    Reese Frederickson
    County Attorney

Dated: ________________
AGENDA REQUEST FORM

Date of Meeting: November 6, 2018

☐ County Board  ☐ Consent Agenda  ☑ Regular Agenda  5 mins._X__ 10 mins.___ 15 mins.___ Other___

☐ Personnel Committee  ☐ Other _____________

Agenda Item:  _ _Arrowhead Counties Association Legislative Priorities_____________

Department:  ___Administration______________________________

Department Head signature

Information on Item:

Pine County is a member of the Arrowhead County Association. The association consists of the counties of Aitkin, Carlton, Cook, Itasca, Lake, Koochiching, Pine, and St. Louis and supports legislation important to the member counties. The priorities of the association are determined by a vote of the membership. All commissioners are appointed to the association while Commissioners Ludwig and Mikrot typically attend meetings.

At the October 17, 2018 Arrowhead Counties Association meeting, members identified several potential priorities for the 2019 legislative session and requested counties rank all five with 5 the top priority and 1 the lowest priority.

Commissioners can identify the priorities at the meeting through consensus or voting, or can delegate the ranking to Commissioners Ludwig and Mikrot.

Priorities are due to the association by November 13.

<table>
<thead>
<tr>
<th>Issue</th>
<th>Priority Rank</th>
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<tbody>
<tr>
<td>Fix PILT for acquired lands and protect the success of PILT increases for DNR administered lands</td>
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<tr>
<td>Local Road Wetland Replacement Program</td>
<td></td>
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<tr>
<td>Funding to counties to reimburse costs associated with the cleanup of blighted, tax forfeit properties</td>
<td></td>
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<tr>
<td>State takeover of the non-Federal share of ICWA costs</td>
<td></td>
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<tr>
<td>State assumption of 404 permit program</td>
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</tbody>
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AGENDA REQUEST FORM

Date of Meeting: November 6, 2018

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

☐ Personnel Committee
☐ Other _____________

Agenda Item: 2019 County Board Organizational Meeting and January Meeting Schedule

Department: Administration

Department Head signature

Background information on Item:

Minnesota Statute 375.07 requires that “The [county] board shall meet at the county seat for the transaction of business on the first Tuesday after the first Monday in January, and may meet on other days and at other locations within the county it prescribes as necessary for the interests of the county.”

Typically, the board meets the first and third Tuesdays of each month. In January 2019, the first Tuesday after the first Monday is the second Tuesday of the month, so by statute the organizational meeting will be January 8th (the second Tuesday).

Also, commissioners elected at the November 2018 election will start their terms of office on January 7th.

Given this situation, the county may be best served by the board meeting January 8th and January 22nd (the 2nd and 4th Tuesdays) and then starting in February return to the 1st and 3rd Tuesdays.

No action is required as state statute sets the organizational meeting which we will be held on January 8, 2019 at 10:00 a.m. at the courthouse. At the organizational meeting the board will set the regular meetings for the remainder of the year. Unless the board gives other direction, the proposed meeting dates for 2019 will be the first Tuesday of the month at the courthouse in Pine City and the third Tuesday of the month in Askov (Sandstone once the new building if finished) except for January which will be the fourth Tuesday (January 22nd).