AGENDA

PINE COUNTY BOARD REGULAR MEETING

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

Tuesday, December 17, 2019, 10:00 a.m.
North Pine Government Center
1602 Hwy. 23 No., Sandstone, 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 November 26, 2019 Special Meeting-Committee of the Whole (County Assessing Update)

F) Approve Minutes of December 3, 2019 County Board Meeting and Summary for publication

G) Approve Minutes of December 5, 2019 Special Meeting - Truth in Taxation

H) Minutes of Boards, Reports and Correspondence
   Pine County Housing and Redevelopment Authority regular meeting – October 23, 2019
   Notice of Availability, Public Comment Opportunity, and Written Comment Period for the Revised Final Environmental Impact Statement on the Line 3 Replacement Project – December 9, 2019
   Wellhead Protection Plan for City of Brook Park – Nov. 23, 2019

I) Approve Consent Items

CONSENT AGENDA

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

1. **Review November, 2019 Cash Balance (attached)**

<table>
<thead>
<tr>
<th>Fund</th>
<th>November 30, 2018</th>
<th>November 30, 2019</th>
<th>Increase(Decrease)</th>
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<tbody>
<tr>
<td>General Fund</td>
<td>6,043,554</td>
<td>6,366,268</td>
<td>322,715</td>
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<tr>
<td>Health and Human Services Fund</td>
<td>2,351,634</td>
<td>1,890,981</td>
<td>(460,653)</td>
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<tr>
<td>Road and Bridge Fund</td>
<td>-25,902</td>
<td>3,593,725</td>
<td>3,619,627</td>
</tr>
</tbody>
</table>
2. **November 2019 Disbursements and Claims over $2,000**
Consider approval of Disbursements Journal Report, November 1, 2019 – November 30, 2019 and Claims over $2,000.

3. **Approval of Licenses**
   A. **Temporary Liquor License**
      i. Consider approval of a 1 to 4 day license for the Minnesota Climbers Association to be held at the Audubon Center, 54165 Audubon Road, Sandstone for January 3-5, 2020.
   B. **Tobacco License**
      i. Consider approval of a license for 2020 for Denham Run Bar & Grill in Sturgeon Lake. A license was already issued at the November 19, 2019 county board meeting, however the property will be selling; this application is for the new owners.

4. **Donation**
   A. Accept a $50 donation from VFW Post 4258 and designate to Veterans Outreach events.
   B. Accept a $700 donation and designate to the Pine County Sheriff’s Office Shop-with-a-Cop program.
   C. Accept a $764 donation from the Night Stars 4-H Club of Pine City and designate to the Pine County Sheriff’s Office K-9 program.
   D. Accept a $300 donation from the Askov Rutabaga Festival and Fair Board and designate to the Pine County Sheriff’s Reserve Fund.

5. **Designate Polling Places**
   Consider approval of Resolution 2019-57 declaring East Central Public School, Finlayson Elementary School, Hinckley-Finlayson High School, and Pine City High School as designated polling places for independent school district elections held in 2020. Authorize Board Chair and County Administrator to sign.

6. **Health & Human Services Contract with Jennifer White for Clinical Supervision Services**
   Consider approval of a one-year contract (January 1, 2020 – December 31, 2020) between Pine County Health & Human Services and Jennifer White for clinical supervision services to adult mental health case managers. The cost is $120 per hour, which is no change from the 2019 rate. Authorize Board Chair and County Administrator to sign.

7. **Agreement with Solid Oak Financial Services**
   Consider approval of an agreement between Pine County Health and Human Services and Solid Oak Financial Services, LLC., for providing guardianship services. The term of the contract is January 1, 2020 – December 31, 2020, with a fee of $130 per month per client. This is an increase of $30/month/client from 2019. Authorize Board Chair and County Administrator to sign.

8. **Contract between Health & Human Services and Therapeutic Services Agency, Inc. (TSA)**
   Consider approval of an agreement between Pine County Health and Human Services and Therapeutic Services Agency, Inc. to provide clinical supervision to children mental health case managers ($120 per hour/no change from 2019) and reflective practice supervision to child protection staff and public health employees working in the family home visiting programs ($100 per hour for group reflective practice supervision and $85 per hour for individual reflective practice supervision. This is a decrease
in the 2019 rate of $120 per hour). This contract is effective for the period of January 1, 2020 – December 31, 2020. Authorize Board Chair and County Administrator to sign.

9. **City of Hinckley Prosecution Agreement**
   Consider approval of the Agreement for Prosecution Services between the City of Hinckley and the Pine County Attorney’s Office. This agreement provides for $20,000 annually to the county attorney’s budget. The term of the agreement is January 1, 2020 – December 31, 2020. Authorize Board Chair and County Administrator to sign.

10. **City of Rock Creek Prosecution Agreement**
    Consider approval of the Agreement for Prosecution Services between the City of Rock Creek and the Pine County Attorney’s Office. This agreement provides for $3,500 annually to the county attorney’s budget. The term of the Agreement is January 1 – December 31, 2020. Authorize Board Chair and County Administrator to sign.

11. **Food Service Agreement – Summit Foods Service LLC**
    Consider approval of a Food Service Agreement (Amendment #12) between the Pine County Jail and Summit Food Service reflecting a 3.3% price increase for food service in the jail, effective January 15, 2020. Authorize Board Chair and County Administrator to sign.

12. **2019 Assessment Clerical Corrections List**
    Acknowledge list of 2019 assessment clerical corrections.

13. **Personnel**

14. **New Hires**
    A. Consider approving the hiring of part-time Corrections Officers Tristan Schroeder and Michelle Pickar, effective December 18, 2019, $19.33 per hour, Grade 7, Step 1.
    B. Consider approving the hiring of part-time Dispatcher Amanda Morris, effective December 18, 2019, $19.33 per hour, Grade 6, Step 1.
    C. Consider approving the hiring of Highway Maintenance Worker Wesley Miller, effective December 18, 2019, $18.99 per hour, Grade 6, Step 1.
    D. Consider approving the hiring of Temporary Elections Assistant Sharon King, effective January 13, 2020, $14.00 per hour (non-union).

**REGULAR AGENDA**

1. **Health & Human Services Advisory Committee Report**
   Commissioner Hallan provided an update of the December 2, 2019 HHS Advisory Committee at the December 3, 2019 county board meeting. Minutes are provided for commissioners’ review. No board action is necessary.

2. **Facilities Committee Report**
   The Facilities Committee met December 4, 2019. Minutes attached. No board action is necessary.

3. **Personnel Committee Report**
   The Pine County Personnel Committee met December 12, 2019, and made the following recommendations (Minutes attached):
A. Health and Human Services
   i. Acknowledge the resignation of Social Worker Carrie Reeves, effective December 13, 2019, and request backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 10 with a minimum starting wage of $24.70/hour (2020 rate), and is contained in the 2019 and 2020 HHS budgets.
   ii. Acknowledge the retirement of Social Worker (MNChoices Assessor) Joe Kolb, effective March 9, 2020, and request backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 10 with a minimum starting wage of $24.70/hour (2020 rate), and is contained in the 2020 HHS budget.

B. Sheriff’s Office – Jail
   i. Acknowledge the resignation of Corrections Officer Brandon Koehnle, effective November 24, 2019, and request backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 7 with a minimum starting wage of $20.74 and is contained in the 2019 and 2020 Sheriff’s Office Corrections budget.
   ii. Acknowledge the resignation of part-time Corrections Officer Evan Peterson, effective December 2, 2019 and request backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 7 with a minimum starting wage of $20.74 (2020 wage) and is contained in the 2019 and 2020 Sheriff’s Office Corrections budget.
   iii. Acknowledge the resignation of Corrections Officer Scott Lindahl, effective December 27, 2019 and request backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 7 with a minimum starting wage of $20.74 (2020 wage) and is contained in the 2019 and 2020 Sheriff’s Office Corrections budgets.

C. Administration
   NOTE: Resolution 2019-61 encompasses the following five recommendations and can be considered in one motion:
   i. Recommend the 2020 Board Chair annual salary be set at $23,044 (unchanged from 2019), Commissioner annual salary at $21,844 (unchanged from 2019) and the per diem for attending certain meetings at $100 (unchanged from 2019).
   ii. Board and Committee member per diems for 2020 were not discussed during the Personnel Committee. This item is a separate agenda item, Regular Agenda #4).
   iii. Recommend the Commissioner and Employee mileage reimbursement rate for 2020 is to follow the federal IRS rate for business mileage.
   iv. Recommend a 6% pay increase for the County Attorney making the annual salary for 2020 $123,702 and to consider an 8% increase for the County Sheriff making the annual salary for 2020 $113,950.
   v. Approve the proposed 2020 Non-Union Salary Schedule which contains a 3% COLA increase and approve a 3% COLA for non-union, non-elected employees in good standing effective January 1, 2020.
   vi. Approve the proposed 2020 county contributions towards health insurance premiums for non-union employees and elected officials.

Other items are for informational purposes only.

4. Establish 2020 Board and Committee Per Diems
   Consider approval of Resolution 2019-62 establishing per diems for various board and committees for 2020. Authorize Board Chair and County Administrator to sign.
5. **2020 Pine County Property Tax Levy and Budget**  
Consider approval of:  
A. Resolution 2019-58 Establishing the 2020 Pine County Property Tax Levy at $19,354,383 and authorize Board Chair and County Administrator to Sign.  
B. Resolution 2019-59 Adopting the 2020 Pine County Budget and authorize Board Chair and County Administrator to sign.

6. **True County Assessing**  
Consider true county assessing and direction from the board.

7. **Jail Canteen Assignment**  
Consider assigning accounts 01-0251-000-0000-5869 (Jail Canteen Revenue), 01-0251-000-0000-6461 (Jail Canteen Expense), 01-0251-000-0000-5864 (Jail Inmate Communications Revenue), 01-0251-000-0000-6816 (Jail Inmate Communications Expense). This will reduce the unassigned cash balance, but will create a fund balance to supplement purchases for the benefit of the inmates.

8. **Department of Human Services Overpayments**  
Discussion and consider authorizing a letter to the Department of Human Services contesting the repayment.

9. **Refugee Resettlement**  
Discussion of Executive Order on Enhancing State and Local Involvement in Refugee Resettlement and direction.

10. **Wellness in the Woods Agreement**  
Consider approval of agreement between Health & Human Services and Wellness in the Woods which provides peer-to-peer mental health support. The term of the contract is December, 2019 - December 31, 2020. The cost of each event is not to exceed $1,100, with an annual cost of $13,200. Authorize Board Chair and County Administrator to sign.

11. **Addendum to Memorandum of Agreement – University of Minnesota Extension**  
Consider Addendum to Memorandum of Agreement Between the University of Minnesota and Pine County for providing Extension programs locally and employing county Extension staff. This Addendum is effective January 1, 2020. Total cost for Agriculture Education ($48,354) and 4-H Program ($75,256/no change) programs is $123,610.

12. **Purchasing from Mohr Parts and Supplies Inc.**  
Consider approval of Resolution 2019-60 approving purchasing from Mohr Parts and Supplies Inc.

13. **Facilities Committee – January 2020**  
Schedule January, 2020 Facilities Committee to January 8, 2020 as the first Wednesday of the month is January 1st/New Year’s Day.

14. **Establish Date for 2020 County Board Strategic Planning Session**  
Set a Special Meeting/Committee of the Whole meeting in January for the county board to conduct a strategic planning session/goal setting session in January 2020.

15. **AFSCME Correction Officer-Dispatcher Collective Bargaining Agreement 2020-2021**  
Consider Collective Bargaining Agreement with correction officers/dispatchers for 2020-2021. The union voted, and passed, the collective bargaining agreement on December 9, 2019.
16. **Commissioner Updates**
   - Holiday Tree Event
   - Soil & Water Conservation District
   - AMC Annual Conference
   - East Central Solid Waste Commission
   - East Central Regional Library
   - Pine County Chemical Health Coalition
   - Law Library meeting
   - Central MN Jobs and Training
   - Central MN Workforce Development Board
   - State Community Health Services Advisory Committee (SCHSAC)
   - East Central Regional Development Commission
   - Other

17. **Other**

18. **Upcoming Meetings (Subject to Change)**
   a. **Pine County Board Meeting, Tuesday, December 17, 2019, 10:00 a.m.,** North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota.
   b. **Pine County HRA Board, Wednesday, December 18, 2019, 1:00 p.m.,** Sandstone Manor, 510 5th Street, Sandstone, Minnesota.
   c. **Arrowhead Counties Association Annual Dinner, Wednesday, December 18, 2019, 6:00 p.m.,** Sand Bar Room, Grandma’s Restaurant Canal Park, Duluth, Minnesota.
   d. **Cancelled: NLX**
   e. **Nemadji 1W1P Policy Committee Meeting, Thursday, January 2, 2020, 9:00 a.m.,** Carlton County SWCD, 1630 County Road 61, Carlton, Minnesota.
   f. **Pine County Organizational and Regular Board Meeting, Tuesday, January 7, 2020, 10:00 a.m.** Board Room, Courthouse, Pine City, Minnesota.

19. **Adjourn**
Chair Josh Mohr called the meeting to order at 7:00 p.m. Present were Commissioners Steve Hallan, Steve Chaffee, John Mikrot, Jr, and Matt Ludwig. Also present were County Administrator David Minke, County Auditor-Treasurer Kelly Schroeder, and County Assessor-Recorder Lorri Houtsma.

The pledge of allegiance was said.

Chair Mohr welcomed those in attendance.

County Assessor-Recorder Lorri Houtsma and County Auditor-Treasurer Kelly Schroeder presented information on the property assessment process. Currently Pine County uses the local assessor system where each jurisdiction can hire its own assessor. Currently 30 jurisdictions contract with Pine County and 18 jurisdictions contract with private assessors.

Some county concerns include the need to ensure accuracy and equity in values across all jurisdictions. Township concerns included loss of ability to hire their own assessor.

Various township officials addressed their concerns to the county board.

The county board would need to adopt a resolution by the end of the year for the switch to county assessing to become effective in October 2020.

With no further business, the meeting adjourned at 9:35 p.m.
Chair Josh Mohr called the meeting to order at 10:00 a.m. Present were Commissioners Steve Hallan, Steve Chaffee, John Mikrot and Matt Ludwig. Also present were County Administrator David Minke and County Attorney Reese Frederickson.

The Pledge of Allegiance was said.

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

Chair Mohr requested the following revisions to the Agenda:
Addition

Regular Agenda Item #9A – Consider Letter of Support for H.R. 2072 Revising the IRS Mileage Rate for Volunteer Drivers

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

Commissioner Mikrot moved to approve the Minutes of the November 19, 2019 board meeting and Summary for publication. Second by Commissioner Hallan. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence

Pine County Housing and Redevelopment Authority Regular Meeting – September 25, 2019
Pine County Zoning Board Minutes – October 24, 2019

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

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

CONSENT AGENDA

1. **Resolution for Repurchase of Tax Forfeited Land**
   Approve Resolution 2019-56 for Repurchase of Tax Forfeited Land in full, Finlayson Properties, LLC, PID 38.0007.000, and authorize Board Chair and County Administrator to sign.

2. **Agreement with Kanabec County Family Services**
   Approve contract between Pine County Health & Human Services and Kanabec County Family Services for mental health care and authorize the Board Chair and County Administrator to sign same. The term of the agreement is January 1, 2020 through December 31, 2020. The cost has increased from $125 hour to $127.71 per hour.
3. **State of Minnesota Department of Human Services County Grant Contract**  
   Approve the State of Minnesota Department of Human Services County Grant Contract with Pine County Health & Human Services in the amount of $9,195 for 2020. This grant is for children’s mental health screening. Authorize Board Chair and County Administrator to sign.

4. **Prosecution Agreement – City of Sandstone**  
   Approve the Agreement for Prosecution Services between the City of Sandstone and the Pine County Attorney’s Office. This agreement provides for $20,000 over the next two years to the county attorney’s budget. The term of the Agreement is January 1, 2020 – December 31, 2021. Authorize Board Chair and County Auditor to sign.

5. **New Hire**  
   Authorize the hiring of Kari Seebach as a social worker, effective December 9, 2019, Grade 10, Step 2, $25.01 per hour. Contingent on an approved background check.

6. **Training**  
   Authorize County Engineer Mark LeBrun to attend the 75th Annual MN County Engineers Conference, January 21-24, 2020, at Cragun’s Resort in Brainerd. Registration: $210; Lodging/Meals: $666. Total cost: $876.

**REGULAR AGENDA**

1. **Transportation Committee Report**  
   Commissioner Hallan provided an overview of the November 19, 2019 Transportation Committee meeting. MnDOT will conduct a speed study on CSAH 51. County Engineer Mark LeBrun provided an update on the construction status for CSAH 52, CSAH 57 and the CSAH 52 bridge. LeBrun reviewed an updated project list which could be completed if the sales tax is renewed, and reviewed a draft of the 2020-2024 Highway Improvement Plan (separate action at Regular Agenda Item 8).

2. **Health & Human Services Advisory Committee Report**  
   Commissioner Hallan provided an overview of the December 2, 2019 Health & Human Services Advisory Committee. Space planning for Health & Human Services employees was discussed. Social Services Income Maintenance Supervisor Michelle Morgan explained the child care assistance program and services provided; currently Pine County is overusing this allocation, however other counties are underutilizing and we are able to obtain their credits to balance out. If these credits should become unavailable, the county would be responsible for payment. An update on the Health & Human Services Infant at Work pilot project was given.

3. **Extension Committee Appointment**  
   Motion by Commissioner Mohr to appoint Barbara Fischer, At Large Member, to the Extension Committee for the term January 1, 2020 to December 31, 2022. Second by Commissioner Chaffee. Motion carried 5-0.

4. **Presentation of SolSmart Award to County Board**  
   Land and Resources Manager Caleb Anderson presented the Bronze designation of the SolSmart Award to county board. This designation recognizes the county for taking steps to encourage solar energy development and growth in the county.
5. **Roger Trapp Shores Final Plat**
   Land and Resources Manager Caleb Anderson stated that, at the November 21, 2019 Pine County Zoning Board meeting, the final plat of Roger Trapp Shores was reviewed and recommended for approval.
   **Motion** by Commissioner Ludwig to approve the final plat of Roger Trapp Shores and authorize Board Chair and County Administrator to sign the plat. Second by Commissioner Hallan. Motion carried 5-0.

6. **East Central Drug Task Force**
   Pine County Deputy and Drug Task Force Commander Andrew Abrahamson provided an update on the Drug Task Force and its activities and statistics for the past year. The task force includes Pine, Kanabec, Chisago, and Isanti Counties. Abrahamson commented on drug trends and the Force’s upcoming goals and challenges, including funding. County Attorney Reese Frederickson thanked the Task Force for its work. Pine County is the fiscal agent for the East Central Drug and Violent Offender Task Force. The grant for 2020 is $140,000, with no county match.
   **Motion** by Commissioner Ludwig to accept the East Central Drug and Violent Offender Task Force Grant Agreement in the amount of $140,000 for the period of January 1 – December 31, 2020. Second by Commissioner Chaffee. Motion carried 5-0.

7. **Transportation Alternatives Grant**
   County Auditor-Treasurer Kelly Schroeder explained that the county has previously submitted a letter of intent to apply for $600,000 in grant funds for the 2024 Transportation Alternatives federal grant program (for the 2.85 mile segment of the Oberstar Trail from Rock Creek City Center to the Pine City High School). The county has been invited to submit a full grant application.
   **Motion** by Commissioner Hallan to approve Resolution 2019-54 designating Pine County as the sponsoring agency for the Transportation Alternatives Grant application. Second by Commissioner Chaffee. Motion carried 5-0.

   **Motion** by Commissioner Hallan to approve Resolution 2019-55 agreeing to ensure the operation and ongoing maintenance of the portion of the Oberstar Trail built under said grant. Second by Commissioner Chaffee. Motion carried 5-0.

8. **Five-Year Highway Improvement Plan**
   County Engineer Mark LeBrun reviewed the 2020-2024 proposed highway improvement plan and funding sources. LeBrun stated 13 sales tax projects are included in this plan. Whether to renew the local option sales tax for transportation was discussed; a public hearing will be held during the March 17, 2019 county board meeting. The five-year highway improvement plan will be presented for consideration at that meeting as well.

9. **Cooperative Agreement – Windemere Township**
   County Engineer Mark LeBrun requested approval of a cooperative agreement with Windemere Township for the culvert replacement on Birchview Road. The county will manage the project; the township will reimburse the county for items not covered by Township Bridge Funding.
   **Motion** by Commissioner Chaffee to approve the Cooperative Agreement with Windemere Township for culvert replacement on Birchview Road and Rush Blvd. Authorize Board Chair and County Administrator to sign. Second by Commissioner Hallan. Motion carried 5-0.

9A. **Letter of Support for H.R. 2072 Revising the IRS Mileage Rate for Volunteer Drivers**
   Karen Onan-Wakefield from the East Central Regional Development Commission presented
information at the November 5, 2019 county board meeting, asking commissioners to consider support for HR 2072, the Volunteer Driver Tax Appreciation Act of 2019. This would change the IRS mileage rate of charitable organizations to at least the same as the business rate.

**Motion** by Commissioner Chaffee to approve support for H.R. 2072 Revising the IRS Mileage Rate for Volunteer Drivers and endorse the letter of support. Second by Commissioner Hallan. Motion carried 5-0.

10. **Commissioner Updates**

   Greater MN Parks & Trails Council: Telephonic meeting – Commissioner Mikrot unable to participate.

   Arrowhead Counties Association: Commissioner Mikrot stated 2020 legislative priorities were discussed; 15 priorities, Indian Child Welfare Act (ICWA) funding was not considered due to last year’s large investment in Beltrami County. Also discussed was the reimbursement by the counties to the State of Minnesota due to the Department of Human Services overpayment to counties. Pine County’s estimated amount for repayment is for one program, and is over $47,000. This topic will be discussed at the December 17, 2019 county board meeting.

   Extension Committee: Commissioner Mohr stated items discussed were the recap of the farm family of the year, ag educator updated recruitment timeline, and the new Extension Committee member. Meeting dates for 2020 were set. A presentation was given by Pine County 4-H.

   Rush Line Corridor: Commissioner Mikrot stated a presentation was given by MnDOT. The draft of the 2020 workplan and budget was reviewed. Still on line for construction to begin in 2024 and up and running in 2026.

   Central Regional EMS: Commissioner Ludwig stated Central Regional EMS is out of training money; discussion on funding through SourceWell.

   Snake River Watershed: Commissioner Mohr stated getting a policy board going for One Watershed One Plan (1W1P) was discussed, as well as budget discussion for the Snake River Watershed Management Board. Their grant has expired, but they do still have some money to do projects.

   NLX: Cancelled

   HRA Board meeting: Commissioner Ludwig stated the HRA has applied to the Minnesota Housing Partnership for funding to plan projects. That grant is almost out of money; however they are keeping the application on file in the event funds becomes available in January.

   Lower St. Croix 1W1P: Commissioner Hallan stated members are undecided as to becoming a Joint Powers Collaborative or Joint Powers entity. This is challenging due to metro and non-metro funding to the different watersheds in this district.

   Other: None.

11. **Other**

   Commissioner Ludwig will be attending a meeting at the North Pine Government Center this evening relating to an ATV park in the city of Sandstone.

   Commissioner Ludwig commented on the November 26, 2019 Special Meeting regarding county assessing, stating it was good to have public input.

12. **Upcoming Meetings**

   Upcoming meetings were reviewed.
13. **Adjourn**

   With no further business, Chair Mohr adjourned the meeting at 11:48 a.m. The next regular meeting of the county board is scheduled for Tuesday, December 17, 2019 at 10:00 a.m. at the North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota.

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

The Pledge of Allegiance was said.

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

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

Commissioner Mikrot moved to approve the Minutes of the November 19, 2019 board meeting and Summary for publication. Second by Commissioner Hallan. Motion carried 5-0.

Minutes of Boards, Reports and Correspondence

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Pine County Zoning Board Minutes – October 24, 2019

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

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

Approve Resolution 2019-56 for Repurchase of Tax Forfeited Land in full, Finlayson Properties, LLC, PID 38.0007.000.

Approve contract between Pine County Health & Human Services and Kanabec County Family Services for mental health care. The term of the agreement is January 1, 2020 through December 31, 2020. The cost has increased from $125 hour to $127.71 per hour.

Approve the State of Minnesota Department of Human Services County Grant Contract with Pine County Health & Human Services in the amount of $9,195 for 2020. This grant is for children’s mental health screening.

Approve the Agreement for Prosecution Services between the City of Sandstone and the Pine County Attorney’s Office. This agreement provides for $20,000 over the next two years to the county attorney’s budget. The term of the Agreement is January 1, 2020 – December 31, 2021.
Authorize the hiring of Kari Seebach as a social worker, effective December 9, 2019, Grade 10, Step 2, $25.01 per hour. Contingent on an approved background check.

Authorize County Engineer Mark LeBrun to attend the 75th Annual MN County Engineers Conference, January 21-24, 2020, at Cragun’s Resort in Brainerd. Total cost: $876.

**Motion** by Commissioner Mohr to appoint Barbara Fischer, At Large Member, to the Extension Committee for the term January 1, 2020 to December 31, 2022. Second by Commissioner Chaffee. Motion carried 5-0.

**Motion** by Commissioner Ludwig to approve the final plat of Roger Trapp Shores. Second by Commissioner Hallan. Motion carried 5-0.

**Motion** by Commissioner Ludwig to accept the East Central Drug and Violent Offender Task Force Grant Agreement in the amount of $140,000 for the period of January 1 – December 31, 2020. Second by Commissioner Chaffee. Motion carried 5-0.

**Motion** by Commissioner Hallan to approve Resolution 2019-54 designating Pine County as the sponsoring agency for the Transportation Alternatives Grant application. Second by Commissioner Chaffee. Motion carried 5-0. **Motion** by Commissioner Hallan to approve Resolution 2019-55 agreeing to ensure the operation and ongoing maintenance of the portion of the Oberstar Trail built under said grant. Second by Commissioner Chaffee. Motion carried 5-0.

**Motion** by Commissioner Chaffee to approve the Cooperative Agreement with Windemere Township for culvert replacement on Birchview Road and Rush Blvd. Second by Commissioner Hallan. Motion carried 5-0.

**Motion** by Commissioner Chaffee to approve support for H.R. 2072 Revising the IRS Mileage Rate for Volunteer Drivers and endorse the letter of support. Second by Commissioner Hallan. Motion carried 5-0.

With no further business, Chair Mohr adjourned the meeting at 11:48 a.m. The next regular meeting of the county board is scheduled for Tuesday, December 17, 2019 at 10:00 a.m. at the North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota.

Joshua Mohr, Chair
Pine County Board of Commissioners

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

The full text of the board’s Minutes are available at the County Administrator’s Office and the county’s website ([www.co.pine.mn.us](http://www.co.pine.mn.us)). Copies may also be requested from the administrator’s office.
Chair Joshua Mohr called the meeting to order at 6:00 p.m. Present were Commissioners Steve Chaffee, Steve Hallan, Matt Ludwig, and John Mikrot, Jr. Also present were County Administrator David Minke and Auditor/Treasurer Kelly Schroeder.

The Pledge of Allegiance was said.

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

Chair Mohr welcomed those in attendance and explained the purpose of the Truth in Taxation meeting.

Administrator Minke gave a powerpoint presentation discussing the 2020 Pine County budget and property tax levy. Administrator Minke stated the total proposed tax levy is $19,354,383, which is an increase of 3% over the 2019 property tax levy. The total proposed county budget for 2020 is $44,385,724.

Chair Mohr called for public comment. William Olein commented on the increase in property tax valuation.

Chair Mohr excused himself from the meeting at 6:38 p.m. Commissioner Chaffee chaired the remainder of the meeting.

With no further discussion, Commissioner Chaffee adjourned the meeting at 6:52 p.m.

____________________________________  ______________________________________
Joshua Mohr, Chair                        David J. Minke, County Administrator
Board of Commissioners                     Clerk to County Board of Commissioners
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 October 23, 2019 at 1:00 p.m. at the Sandstone Manor. Commissioners of the HRA present were Board Chair Dorothy Stockamp, Jan Oak, Greg Kvasnicka, D. Korpi, Site Manager, Richard Soens, Management Agent, Cammy Robbins, PCC Matt Ludwig and Resident Kathy Soens.

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 September 25, 2019 were reviewed by the Board members. A motion was made by G. Kvasnicka and seconded by D. Korpi to accept the minutes. Motion carried: Yeas 4, Nays 0

3. The Management Agent Report and the monthly financial statements and investment report were prepared by T. Gehrke. A motion was made by D. Stockamp and seconded by J. Oak to approve the financial statements and the investment report. Motion carried: Yeas 4, Nays 0

4. A motion was made by D. Korpi and seconded by G. Kvasnicka to increase Board Meeting per diem from $50 to $75 effective October 2019. Motion carried: Yeas 4, Nays 0

5. The November meeting is changed from November 27th to November 20th 2019 due to the Thanksgiving Holiday.

6. Discussed City Inspection process and exemption will be revisited at the November Meeting.

7. Discussed electricity cost increased from last year. Discussed Property Taxes. Matt called Kelly, some clarification was offered. Board Requested Tammy follow up with this.

8. MHP Grant was discussed. Tammy was not present to give update and it will be a topic at the November meeting.

9. A motion was made by D. Korpi and was seconded by D. Stockamp to adjourn the meeting at 3:28 p.m. Motion carried: Yeas 4, Nays 0

Dorothy Stockamp  
HRA Board Chair

Tammy Gehrke  
Management Agent
NOTICE OF AVAILABILITY, PUBLIC COMMENT OPPORTUNITY, AND WRITTEN COMMENT PERIOD FOR THE REVISED FINAL ENVIRONMENTAL IMPACT STATEMENT ON THE LINE 3 REPLACEMENT PROJECT
Issued: December 9, 2019

In the Matter of the Applications of Enbridge Energy, Limited Partnership for a Certificate of Need and a Routing Permit for the Proposed Line 3 Replacement Project in Minnesota from the North Dakota Border to the Wisconsin Border


On October 8, 2019, consistent with the June 3, 2019 decision by the Minnesota Court of Appeals, the Minnesota Public Utilities Commission (Commission) issued an order that found the final environmental impact statement (FEIS) for the proposed Line 3 Replacement Project to be inadequate because it did not sufficiently address the potential impact of an oil spill into the Lake Superior watershed. The order requested that the Minnesota Department of Commerce revise the FEIS to include an analysis of the potential impact of an oil spill into the Lake Superior watershed, and to submit a revised FEIS to the Commission within 60 days. In accordance with the Commission’s October 8 Order, the Department issued the revised FEIS for the Line 3 Replacement Project on December 9, 2019.

The Commission will provide an opportunity to submit written comments and present comments in front of an administrative law judge from the Office of Administrative Hearings. The following topics are open for comment:

- Is the revised FEIS adequate?
- In light of the revised FEIS, what action should the Commission take on the application for a certificate of need for the Line 3 Replacement Project?
- In light of the revised FEIS, what action should the Commission take on the application for a pipeline routing permit for the Line 3 Replacement Project?
Public Comment Opportunity

The Commission will provide interested persons the opportunity to present comments in front of an administrative law judge from the Office of Administrative Hearings at the time and place set forth below. This is solely an opportunity to comment on the topics listed above and is not a public meeting or public hearing for the purpose of providing information or answering questions. A transcript of the comments will be made by a court reporter. The transcript will be filed and become part of the record before the Commission.

Date: Thursday, December 19, 2019
Time: Session 1 (1:00 p.m. – 4:00 p.m.) Session 2 (6:00 p.m. – 9:00 p.m.)
Location: Radisson Hotel Duluth-Harborview
505 W Superior Street
Duluth, MN 55802

To find out if a meeting is canceled due to bad weather or other call 1-855-731-6208 or 651-201-2213 or visit mn.gov/puc.

Written Comment Period

The Commission will also accept written comments on the topics listed above.

Comment Period: Initial comment period closes January 6, 2020 at 4:30 p.m. Reply comment period closes January 16, 2020 at 4:30 p.m.

Please include the Docket Numbers 14-916 and/or 15-137 in all communications. Comments received after the close of the comment period may or may not be considered by the Commission.

Submit Written Comments: Visit mn.gov/puc, select the Comment on the main menu to connect to the public comment page.

Filing Requirements: Utilities, telecommunications carriers, official parties, and state agencies are required to file documents using the Commission’s electronic filing system at: https://www.edockets.state.mn.us/EFiling

Revised FEIS Availability

The revised FEIS and all other documents filed in this matter are available on the Commission’s website: mn.gov/puc, select eDockets, and enter year (14) and the certificate of need docket number (916) or year (15) and the routing permit docket number (137), select Search.
The revised FEIS may also be viewed on the Department of Commerce website: https://mn.gov/eera/web/file-list/13765

Electronic copies of the revised FEIS are also available for viewing at the following public libraries:

- Albert Lea Public Library, 211 E Clark St, Albert Lea, MN 56007
- Austin Public Library, 323 4th Ave NE, Austin, MN 55912
- Bagley Public Library, 79 Spencer Ave SW, Bagley, MN 56621
- Bemidji Public Library, 509 America Ave NW, Bemidji, MN 56601
- Bemidji State University C. Clark Library, 1500 Birchmont Dr NE, Bemidji, MN 56601
- Benson Public Library, 200 13th St N, Benson, MN 56215
- Blue Earth County Library, 100 E Main St, Mankato, MN 56001
- Cambridge Public Library, 244 Birch St S, Cambridge, MN 55008
- Carlton Public Library, 213 Chestnut Ave, Carlton, MN 55718
- Cass Lake Community Library, 223 Cedar Ave, Cass Lake, MN 56633
- Crookston Public Library, 110 N Ash St, Crookston, MN 56716
- Crosslake Area Library, 14126 Daggett Pine Rd, Crosslake, MN 56442
- Duluth Public Library, 520 W Superior St, Duluth, MN 55802
- East Lake Community Center, 20650 363rd Lane, McGregor, MN 55760
- Fergus Falls Public Library, 205 East Hampden Ave, Fergus Falls, MN 56537
- Foley Public Library, 251 4th Ave N, Foley, MN 56329
- Fond du Lac Tribal & Community College, 2101 14th Street, Cloquet, MN 55720
- Gaylord Public Library, 428 Main Ave, Gaylord, MN 55334
- Godel Memorial Library, 314 E Johnson Ave, Warren, MN 56762
- Grand Rapids Public Library, 140 NE 2nd St, Grand Rapids, MN 55744
- Great River Regional Library, 1300 W St Germain St, St. Cloud, MN 56301
- Hallock Public Library, 101 1st St E, Hallock, MN 56728
- Hinckley Public Library, 106 1st St SE, Hinckley, MN 55037
- Kitchigami Regional Library, 212 Park Ave, Pine River, MN 56474
- Le Sueur Public Library, 118 Ferry St, Le Sueur, MN 56058
- Leech Lake Tribal & Community College, 6945 Little Wolf Rd NW, Cass Lake, MN 56633
- Legislative Reference Library, 100 Rev Dr Martin Luther King Jr Blvd, St. Paul, MN 55155
- Little Falls Public Library, 108 NE 3rd St, Little Falls, MN 56345
- McGregor Public Library, 111 E Center Ave, McGregor, MN 55760
- McIntosh Public Library, 115 NW Broadway, McIntosh, MN 56556
- Red Lake Nation Tribal & Community College, 15480 Migizi Dr, Red Lake, MN 56671
- Milaca Community Library, 235 1st St E, Milaca, MN 56353
- Minneapolis Central Library, 300 Nicollet Mall, Minneapolis, MN 55401
- Montevideo Public Library, 224 S 1st St, Montevideo, MN 56265
- Mora Public Library, 200 W Maple Ave, Mora, MN 55051
- Morris Public Library, 102 E 6th St, Morris, MN 56267
- Olivia Public Library, 405 S 10th St, Olivia, MN 56277
- Park Rapids Area Library, 210 1st St W, Park Rapids, MN 56470
- Red Lake Falls Public Library, 105 Champagne Ave SW, Red Lake Falls, MN 56750
- Rice Lake Community Center, 26209 Water Tower Loop, Bagley, MN 56621
- Rochester Public Library, 101 2nd St SE, Rochester, MN 55904
- St. Peter Public Library, 601 S Washington Ave, St Peter, MN 56082
- Staples Public Library, 122 6th St NE, Staples, MN 56479
- Thief River Falls Public Library, 102 1st St E, Thief River Falls, MN 56701
- Wadena City Library, 304 1st St SW, Wadena, MN 56482
- Waseca-Le Sueur Library, 408 N State St, Waseca, MN 56093
- Wheaton Public Library, 901 1st Ave N, Wheaton, MN 56296
- White Earth Tribal & Community College, 102 3rd St NE, Mahnomen, MN 56557
- Willmar Public Library, 410 5th St SW, Wilmar, MN 56201

**Questions about this docket or Commission process and procedure?** Contact Commission staff member, Scott Ek at scott.ek@state.mn.us or 651-201-2255 or Charley Bruce, Public Advisor, at publicadvisor.puc@state.mn.us or 651-201-2251.

If any reasonable accommodation is needed to enable you to fully participate in these meetings, please contact the Commission at 651-296-0406 or 1-800-657-3782 at least one week in advance of the meeting. To request this document in another format such as large print or audio, call 651-296-0406 (voice). Persons with a hearing or speech disability may contact the Commission via their preferred Telecommunications Relay Service or email consumer.puc@state.mn.us for assistance.
NOTICE TO LGUs REGARDING WHP PLAN APPROVAL AND IMPLEMENTATION INTENT

Date: November 23, 2019

To: Joshua Mohr Chairperson, Pine County Board
   Kelly Johnson, Clerk, Brook Park Township Board
   Terry Lakin, Mayor, City of Brook Park
   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: Becky Conyers, Clerk, City of Brook Park

Re: Wellhead Protection Plan for the City of Brook Park

The City of Brook Park has completed the wellhead protection planning process and received notice from the Minnesota Department of Health that the submitted plan has been approved on August 16, 2019. With this approval, we must begin implementation of our plan within 60 days after approval (part 4720.5560, subpart 1).

The City of Brook Park 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) 679-1355

cc: Jill Carlier, Manager, Pine Soil and Water Conservation District
    David Minke, Administrator, Pine County
    Trudi Witkowski, Minnesota Department of Health
AGENDA REQUEST FORM

Date of Meeting: December 17, 2019

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

☐ Personnel Committee
☐ Other ____________

Agenda Item: November 2019 Cash Balance

Department: Auditor-Treasurer

[Signature]

Department Head signature

Background information on Item:

November 2019 Cash Balance Report

Action Requested:

Financial Impact:
## TREASURER’S CASH TRIAL BALANCE COMPARISON

### YEAR-TO-YEAR COMPARISON

<table>
<thead>
<tr>
<th>FUND</th>
<th>November 2018 BALANCE</th>
<th>November 2019 BALANCE</th>
<th>DIFFERENCE</th>
</tr>
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<tbody>
<tr>
<td>1 - GENERAL</td>
<td>6,043,553.53</td>
<td>6,366,268.07</td>
<td>322,714.54</td>
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<tr>
<td>12 - H&amp;HS</td>
<td>2,351,634.03</td>
<td>1,890,981.19</td>
<td>(460,652.84)</td>
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<tr>
<td>13 - ROAD &amp; BRIDGE</td>
<td>-25,901.91</td>
<td>3,593,724.62</td>
<td>3,619,626.53</td>
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<tr>
<td>22 - LAND</td>
<td>1,875,569.48</td>
<td>2,127,759.84</td>
<td>252,190.36</td>
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<tr>
<td><strong>TOTAL (incl non-major funds)</strong></td>
<td><strong>$13,771,680.80</strong></td>
<td><strong>$16,445,846.07</strong></td>
<td><strong>2,674,165.27</strong></td>
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*The significant decrease between October 2019 & November 2019 is due to the November property tax settlements*

### MONTH-TO-MONTH COMPARISON

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<tr>
<th>FUND</th>
<th>October 2019 BALANCE</th>
<th>November 2019 BALANCE</th>
<th>DIFFERENCE</th>
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<tbody>
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<td>13 - ROAD &amp; BRIDGE</td>
<td>4,883,973.11</td>
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<td>(1,290,248.49)</td>
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<td>22 - LAND</td>
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<td>2,127,759.84</td>
<td>83,930.92</td>
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<tr>
<td><strong>TOTAL (incl non-major funds)</strong></td>
<td><strong>$24,476,976.33</strong></td>
<td><strong>$16,445,846.07</strong></td>
<td><strong>(8,031,130.26)</strong></td>
</tr>
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*The significant decrease between October 2019 & November 2019 is due to the November property tax settlements*
## Pine County

### Treasurer's Cash Trial Balance

**As of 11/2019**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Beginning Balance</th>
<th>This Month</th>
<th>YTD</th>
<th>Current Balance</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>General Revenue Fund</td>
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<td>1,519,344.93</td>
<td>1,519,344.93</td>
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</tbody>
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### Pine County

**Treasurer's Cash Trial Balance**

*As of 11/2019*

<table>
<thead>
<tr>
<th>Fund</th>
<th>Beginning Balance</th>
<th>This Month</th>
<th>YTD</th>
<th>Current Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Dept Total</strong> . . . . .</td>
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<tr>
<td><strong>Fund Total</strong> . . . . .</td>
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<tr>
<td><strong>Road &amp; Bridge Fund</strong></td>
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<td><strong>SSTS Upgrades</strong></td>
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# Pine County

**TREASURER'S CASH TRIAL BALANCE**

As of 11/2019

<table>
<thead>
<tr>
<th>Fund</th>
<th>Description</th>
<th>Beginning Balance</th>
<th>This Month</th>
<th>YTD</th>
<th>Current Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td>Children's Collab (H&amp;Hs) Agency Fund</td>
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<td>33,890.00</td>
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Copyright 2010-2019 Integrated Financial Systems
# Pine County

**TREASURER’S CASH TRIAL BALANCE**

As of 11/2019  
Page 5

**Fund** | **Beginning Balance** | **This Month** | **YTD** | **Current Balance**
--- | --- | --- | --- | ---
Disbursements | 1,204.00 | 945,779.00 |  
Journal Entries | 0.00 | 569,722.01 |  
Settlement | 405,646.73 | 431,765.30 |  
**Fund Total** | **404,442.73** | **64,135.89** | **1,166,327.89**

**41** 2017A G.O. CIP Bonds  
Receipts | 0.00 | 794,078.76 |  
Disbursements | 364.00 | 3,114,652.85 |  
Journal Entries | 0.00 | 192,151.00 |  
Settlement | 136,833.05 | 145,134.86 |  
**Fund Total** | **136,469.05** | **1,983,288.23** | **75,857.51**

**43** Equipment Fund  
Receipts | 38,100.87 | 117,683.25 |  
Disbursements | 2,062.81 | 42,374.45 |  
Journal Entries | 0.00 | 56,409.89 |  
Settlement | 40,100.14 | 42,597.65 |  
**Fund Total** | **38,037.33** | **174,316.34** | **136,215.47**

**76** Group Health Ins Fund 5/1/95 (Gen)  
Receipts | 440,076.08 | 3,781,832.39 |  
Disbursements | 342,449.25 | 3,963,149.70 |  
Journal Entries | 4,917.50 | 55,514.50 |  
**Fund Total** | **274,379.91** | **125,802.81** | **565,878.89**

**80** County Collections Agency Fund  
Receipts | 24,205.51 | 694,619.83 |  
Disbursements | 27,737.24 | 696,495.07 |  
Journal Entries | 0.00 | 432.80 |  
**Fund Total** | **1,605.18** | **1,442.44** | **22,763.07**

Copyright 2010-2019 Integrated Financial Systems
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AGENDA REQUEST FORM

Date of Meeting: December 17, 2019

☒ County Board
☒ Consent Agenda
☐ Regular Agenda

☐ Personnel Committee
☐ Other _____________

5 mins.___ 10 mins.___ 15 mins.___ Other___

Agenda Item: November, 2019 Disbursements/Claims Over $2,000

Department: Auditor-Treasurer

Background information on Item:

November 2019 Disbursements and Claims over $2,000

Action Requested:

Approve

Financial Impact:
### DISBURSEMENTS JOURNAL REPORT

Specific Dates: 11/01/2019 - 11/30/2019

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CLAIMS OVER $2,000 - NOVEMBER 2019 5
AGENDA REQUEST FORM

Date of Meeting: December 17, 2019

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

☐ Personnel Committee
☐ Other

Agenda Item: Applications for a Temporary Liquor License

Department: Auditor-Treasurer

Action Requested:

Acknowledge Applications

Financial Impact:

N/A
AGENDA REQUEST FORM

Date of Meeting: December 17, 2019

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

☐ Personnel Committee
☐ Other

Agenda Item: Applications for a Tobacco License

Department: Auditor-Treasurer

Background information on Item:

Application for a tobacco License for 2020 for Denham Run Bar & Grill in Sturgen Lake. A license was already issued at the November 19 County Board meeting; however, the property will be selling, therefore this is this application is for the new owners.

Action Requested:

Acknowledge Application

Financial Impact:

N/A
AGENDA REQUEST FORM

Date of Meeting: December 17, 2019

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

☐ Personnel Committee
☐ Other ____________

Agenda Item: Veteran Outreach Donation

Department: Auditor-Treasurer

____________________________________
Department Head signature

Background information on Item:
A donation has been received for the Veterans Outreach.

Action Requested:
Consider accepting a $50.00 donation from VFW Post 4258 and designate these funds for the Veterans Outreach events.

Financial Impact:
N/A
AGENDA REQUEST FORM

Date of Meeting: December 17th, 2019

☑ County Board
☐ Consent Agenda
☐ Regular Agenda

☐ 5 mins
☑ 10 mins
☐ 15 mins
☐ Other

☑ Personnel Committee
☐ Other

Agenda Item: Donations to Pine County Sheriff's Office for Shop with a Cop Program

Department: Pine County Sheriff's Office

[Signature]

Department Head signature

Background information on Item:
The Pine County Sheriff's Office received a donation for $700 for the Shop with a Cop Program.

Action Requested:
The Pine County Sheriff's Office respectfully asks the County Board to acknowledge and accept the donation into the Pine County Sheriff's Office for the Shop with a Cop Program.

Financial Impact:
Donations for the Shop with a Cop Program are not supplemented with any department funding.
AGENDA REQUEST FORM

Date of Meeting: December 17, 2019

☑ County Board
☐ Consent Agenda
☐ Regular Agenda
☐ Other

☐ Personnel Committee
☐ Other

Agenda Item: Donation

Department: Sheriff

Background information on Item:
A donation in the amount of $764.00 was received on 11/17/19 from the "Night Stars 4-H Club" of Pine City. The donation was noted to the Sheriff's Office K-9 program.

Action Requested:
Acknowledge the donation and authorize to the K-9 fund.

Financial Impact:
AGENDA REQUEST FORM

Date of Meeting: December 17th, 2019

☑ County Board
☐ Consent Agenda
☐ Regular Agenda

☐ Personnel Committee
☐ Other

Agenda Item: Donations to Pine County Sheriff's Reserve

Department: Pine County Sheriff's Office

Background information on Item:
The Pine County Sheriff's Reserve has received a $300 donation from the Askov Rutabaga Festival and Fair Board for Volunteering Rutabaga Days.

Action Requested:
The Pine County Sheriff's Office respectfully asks the County Board to acknowledge and accept the donations into the Pine County Sheriff's Reserve Fund.

Financial Impact:
This donations help offset the cost for training, uniforms and equipment.
AGENDA REQUEST FORM

Date of Meeting: December 17, 2019

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

☐ Personnel Committee
☐ Other _____________

Agenda Item: Designate Polling Places

Department: Auditor-Treasurer

______________________________
Department Head signature

Background information on Item:

Annually school districts across Minnesota may have a standalone school district election due to a special election or due to their election calendars. Minnesota Statute 205A.11, Subdivision 1 requires the combined polling places for these elections to be held in a polling place designated by the County or local municipality.

Action Requested:

Consider Resolution 2019-57 declaring East Central Public School, Finlayson Elementary School, Hinckley-Finlayson High School, and Pine City High School as designated polling places for independent school district elections held in 2020.

Financial Impact:

N/A
Pine County Resolution Establishing Polling Places for School District Elections
Resolution No. 2019-57

WHEREAS, Minnesota Statutes section 205A.11 Subdivision 2(b), was amended by the Minnesota State Legislature during its 2017 regular session to require all school districts to annually designate a polling place by December 31 of each year for the following calendar year;

WHEREAS, Minnesota Statutes section 205A.11, Subdivision 1 requires school district elections to be conducted in the precincts, or when the school district boundary divides a precinct, parts of precincts that have been established by the county or municipal governing bodies;

WHEREAS, Minnesota Statutes section 205A.11 Subdivision 2(a), allows when no other election is being held in a school district, the school board may designate a combined polling place at which the voters in those precincts may vote in the school district election;

WHEREAS, Independent School District No. 578, Pine City Public Schools has declared via resolution to hold elections in 2020 at the Pine City High School;

WHEREAS, Independent School District No. 2165, Hinckley-Finlayson Public Schools has declared via resolution to hold elections in 2020 at the Finlayson Elementary School and the Hinckley-Finlayson High School;

WHEREAS, Independent School District No. 2580, East Central Public Schools has declared via resolution to hold elections in 2020 at the East Central Public School;

WHEREAS, East Central Public School, Finlayson Elementary School, Hinckley-Finlayson High School, and Pine City High School are public buildings that may hold elections according to Minnesota Statutes section 204B.16, Subdivision 6;

THEREFORE, BE IT RESOLVED, by the Pine County Board of Commissioners, East Central Public School, Finlayson Elementary School, Hinckley-Finlayson High School, and Pine City High School are declared polling places for independent school district elections held in 2020.

PASSED AND APPROVED this 17th day of December, 2019 by the Pine County Board of Commissioners.

Joshua C. Mohr, Chairman
Pine County Board of Commissioners

ATTEST:

David J. Minke
Pine County Administrator
AGENDA REQUEST FORM

Date of Meeting: 12/17/2019

☑ County Board  ☐ Consent Agenda  ☐ Regular Agenda
☐ Personelle Committee  ☐ Other _________

☐ 5 mins ☐ 10 mins ☐ 15 mins ☐ Other _________

Agenda Item: Agreement with Jennifer White for clinical supervision

Department: HHS

[Signature]

Department Head signature

Background information on Item:
HHS is required to provide clinical supervision to its mental health case managers. The attached agreement would allow the adult mental health case managers to continue to receive the required clinical supervision by Jennifer White. The agreement would be in effect from January 1, 2020 through December 31, 2020. The rate of clinical supervision is $120/hour, which is no change from the 2019 rate.

The County Attorney's office has reviewed and approved the agreement.

Action Requested:
Authorize County Board Chairperson and County Administrator to sign the agreement with Jennifer White.

Financial Impact:
The rate of clinical supervision is $120/hour. At four hours per month, this would be an annual cost of no more than $5,760. Because this is a required activity, it is consistently accounted for in the mental health areas of the HHS budget. HHS is able to offset the expense of adult mental health case management clinical supervision by billing it against the grants/allocations allotted to Pine County by DHS.
AGREEMENT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND JENNIFER WHITE, MA, LP, LADC
CLINICAL SUPERVISION SERVICES

The County of Pine, acting through its Health & Human Services Department, 315 Main St S, Suite 200, Pine City, Minnesota, 55063, hereafter referred to as the "Agency", and Jennifer N White, MA, LP, LADC, 6015 East Superior Street, Duluth MN 55804, hereafter referred to as the "Contractor", enter into this Contract effective for the period of January 1, 2020 through December 31, 2020.

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

WHEREAS, Minnesota Statutes, section 245.462 subd. 4a defines “Clinical supervision” as the “oversight responsibility for individual treatment plans and individual mental health service delivery, including that provided by the case manager. Clinical supervision must be accomplished by full or part-time employment of or contracts with mental health professionals. Clinical supervision must be documented by the mental health professional cosigning individual treatment plans and by entries in the client’s record regarding supervisory activities”.

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

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

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

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

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

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

2. **Cost and Delivery of Purchased Services:**

Rates for services are $120.00 per hour for a maximum of four hours per month beginning January 1, 2020 and continuing through December 31, 2020. Any additionally required services or times must be pre-approved by a Health and Human Services Social Service Supervisor.

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

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

3. **Payment for Purchased Services:**

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

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

The Contractor shall:

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

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

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

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

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

5. **Safeguard of Client Information:**

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

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

6. **Compliance with Other Regulations:**

The Contractor further agrees to comply with the following:


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

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

7. **Fair Hearing and Grievance Procedures:**

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

8. **Indemnity and Insurance**

a. **Indemnity:**

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

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

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

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

9 Conditions of the Parties' Obligations

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

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

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

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

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

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

11. **Miscellaneous:**

   a. **Entire Agreement:**
      It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.

   b. **Monitoring:**
      It is understood that the Agency reserves the right to monitor the Contractor's performance under this contract by observation or direct service provision to client and/or survey of agencies or individuals purchasing or receiving services.

   c. **Relationship:**
      The relationship between the Agency and the Contractor is contractual only. At no time is the Contractor, its employees or agents to be considered employees of the Agency. The Contractor is considered an independent contractor.
APPROVED AS TO FORM AND EXECUTION:

________________________________________
Pine County Attorney

________________________________________
Date

________________________________________
Chair, Pine County Board of Commissioners

________________________________________
Date

________________________________________
David J Minke
County Administrator

________________________________________
Date

________________________________________
Director, Pine County Health & Human Services

________________________________________
Date

________________________________________
Jennifer N White, MA, LP, LADC

________________________________________
Date
AGENDA REQUEST FORM

Date of Meeting: 12/17/2019

☑ County Board
☐ Consent Agenda
☐ Regular Agenda

5 mins. ☐ 10 mins. ☐ 15 mins. ☐ Other ☐

☐ Personnel Committee
☐ Other _________

Agenda Item: Agreement with Solid Oak Financial Services

Department: HHS

☑ County Board

Background information on Item:
HHS is requesting that the County Board authorize renewal of a contract between HHS and Solid Oak Financial Services for the provision of guardianship services. The contract would be in effect from January 1, 2020 through December 31, 2020. The cost of the services is $130/month per client. This is an increase of $30/month/client from 2019, but is still a very reasonable cost for the service.

Without this contract, there are times when HHS would have to designate an employee to be the guardian for a client. This can be viewed as a conflict of interest, and is not the best use of the skillset of HHS staff.

The County Attorney's office has reviewed and approved the agreement.

Action Requested:
Authorize County Board Chairperson and County Administrator to sign the contract with Solid Oak Financial Services.

Financial Impact:
As noted above, the cost is $130/month/client. HHS continues to dedicate funding for this service, and has appropriated $32,000 in the 2020 HHS budget for guardianship services. By contracting for this service, HHS is able to have staff focus on case management services and has reduced the internal time spent on long-term guardianship. Therefore, HHS has been able to increase its projected case management revenues over the last two years due to contracting out this service as staff can focus on case management services. As noted above, it also reduces the appearance of a conflict of interest as we can refrain from assigning an employee to act as a long-term guardian on behalf of a client.
CONTRACT BETWEEN PINE COUNTY HEALTH AND HUMAN SERVICES
AND
Solid Oak Financial Services, LLC

THIS AGREEMENT is made and entered into by and between the Pine County Board of Commissioners, through Pine County Health and Human Services, (“COUNTY”), 315 Main St. S, STE. 200, MN 55063 and Solid Oak Financial Services, LLC, (“CONTRACTOR”), PO Box 157, Avon, MN 56310.

WHEREAS, the COUNTY has identified a certain population who are in need of guardianship services and who are the financial responsibility of Pine County;

WHEREAS, the CONTRACTOR represents that they are duly qualified, and willing to perform such services; and

WHEREAS, the COUNTY wishes to purchase such services from the CONTRACTOR.

NOW, THEREFORE, in consideration for the mutual undertakings and agreements set forth, the COUNTY and the CONTRACTOR agree as follows:

I. Term of Agreement
The CONTRACTOR agrees to furnish services to the benefit of the COUNTY during the period commencing January 1, 2020 to December 31, 2020 irrespective of the date of signatures/execution below.

II. Services to be Provided and Reporting
The CONTRACTOR is expected to provide the services of a guardian. As a guardian, CONTRACTOR will make personal decisions on behalf of an adult under guardianship. The CONTRACTOR will be reimbursed for decision-making activities including team meetings, consultations with medical personnel, and review of legal documents etc. In addition, the CONTRACTOR will perform the following duties in her position as a guardian:

A. The CONTRACTOR will meet face to face with the adult under guardianship at a minimum of two times per year. The CONTRACTOR will explain his/her role, responsibilities and limitations to the adult under guardianship and when possible also gain from this meeting the following:

1. An understanding of the safety, security and suitability of the adult’s living environment.

2. A clear assessment of the adult’s physical appearance, psychological state and condition of the personal item/clothing.

3. An understanding of the adult’s interests and capacity to make decisions.

B. The CONTRACTOR will establish contact with the adult in need of guardianship’s caregivers and other people who have frequent contact with the adult in need of guardianship, including family members, employer, friends and landlord if applicable.

C. The CONTRACTOR will have telephone contact, as necessary, with the adult in need of guardianship and/or his caregiver.

D. The CONTRACTOR will provide written summaries of visits and other contacts submitted to Pine County.
E. The CONTRACTOR will produce a Personal Well-Being Report at least annually or upon request by a judge.

F. The CONTRACTOR will participate in person centered planning processes that honor the individual's preferences, choices and abilities which are consistent with least restrictive alternatives.

G. The CONTRACTOR will attend annual review and re-assessment of services, if applicable.

H. The CONTRACTOR will submit to a background check every five years.

III. In partnership, the COUNTY and CONTRACTOR will oversee the eligibility criteria, the referral process, and reporting process.

IV. Cost of the Agreement/Billing Instructions
Attached with each monthly invoice, the CONTRACTOR will provide a list of client names and dates of service to the COUNTY. Services will be billed at the following rate:
Guardianship fee per client per month is $130.00.

V. Payment for Services
Payment for services shall be made direct to the CONTRACTOR within 35 days of COUNTY's receipt of the said invoice, pursuant to Minnesota Statutes section 471.425, subdivision 2.

VI. Indemnification and Insurance
A. CONTRACTOR agrees that in order to protect itself as well as the COUNTY, it will at all times during the term of this contract keep in force an insurance policy. This liability insurance policy will meet the limits as shown below or be equal to the tort liability limits under Minnesota Statutes section 3.736 and 466.04, subdivision 1, whichever is greater. However, should the coverage available to the CONTRACTOR exceed the liability limits, nothing by way of that level of coverage shall be construed as a waiver of the limits available to the COUNTY. The COUNTY will be sent a current certificate of insurance on an annual basis.

1. Automobile Insurance (if vehicles are used to conduct this contract)
   a. Coverage shall be provided for hired, non-owned and owned autos.

B. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days prior notice to the COUNTY.

Prior to the effective date of this contract, and as a condition precedent to this contract, the CONTRACTOR will furnish the COUNTY with certificates of insurance.

C. The CONTRACTOR agrees to defend, indemnify, and hold COUNTY, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the CONTRACTOR, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the vendor or the subcontractors, partners, or independent contractors or any of the agents or employees under the agreement.

Page 2 of 7
VII. Compliance with Laws / Standards

A. The CONTRACTOR shall maintain in good standing, all professional credentials necessary to provide the services contemplated and set forth herein.

B. The CONTRACTOR shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to the contract or to the subject matter for which the CONTRACTOR is responsible.

1. By signing this contract, the CONTRACTOR certifies that it and its principals and its employees: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local government department or county; and have not within a three-year period preceding this contract:
   a. Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
   b. Violated any federal or state antitrust statutes; or
   c. Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

2. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
   a. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
   b. Violating any federal or state antitrust statutes; or
   c. Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

3. Are not aware of any information and possess no knowledge that any sub contractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.

4. Shall immediately give written notice to the COUNTY should CONTRACTOR come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or perforating a public (federal, state or local government) transaction; violating any federal or state antitrust statues; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records; or making false statements or receiving stolen property.

VIII. Conditions of Contractors' Obligation

A. The CONTRACTOR agrees to inform the COUNTY of changes in ownership, organizational structure, board of director membership, and/or chief operating officers with thirty (30) days after occurrence.
B. It is understood and agreed that in the event the funding to the COUNTY from state and federal sources is not obtained and continued to an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall be terminated.

C. The CONTRACTOR must, within ten (10) days notify the COUNTY in writing whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notification, the COUNTY must determine whether such inability will require modification or cancellation of said contract.

D. Either party may cancel this contract with or without cause upon sixty (60) days written notice. Written notice of cancellation by the CONTRACTOR shall be addressed to Director, Pine County Health and Human Services, 315 Main Street South Suite 200, Pine City, MN 55063.

E. Before the termination date of the contract, the COUNTY may evaluate the contract performance of the CONTRACTOR and determine whether such performance merits renewal of this contract.

F. The COUNTY will reimburse for services specified in this contract that have been delivered. Any alterations, variations, modifications or waivers of provisions of this contract shall be valid only when they have been reduced to writing, duly signed, and attached to the original contract.

G. If the COUNTY determines that funds are not being administered in accordance with the approved service plan and budget or that services are not being properly provided according to the terms of this contract, the COUNTY may terminate this contract after notice has been provided to the CONTRACTOR's designated agent.

IX. Independent Contractor
   A. The CONTRACTOR is an independent contractor and neither the position nor the work of the CONTRACTOR shall cause the CONTRACTOR to be construed as an employee in any way. The CONTRACTOR shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services.

   B. The CONTRACTOR acknowledges and agrees that it is not entitled to receive any of the benefits received by COUNTY employees and is not eligible for workers or unemployment compensation benefits.

   C. The CONTRACTOR also 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 and that it is the CONTRACTOR's sole obligation to comply with the applicable provision of all federal and state laws.

X. Data Practices
   All data collected, created, received, maintained, or disseminated for any purposes by the activities of CONTRACTOR because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing said act now in force or as adopted, as well as HIPAA or other federal regulations on data privacy.

XI. Records-Availability and retention
   A. Pursuant to Minnesota Statutes section 16C.05 subdivision 5, the CONTRACTOR agrees that the COUNTY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to
and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the CONTRACTOR and involve transaction relating to the contract.

B. CONTRACTOR agrees to maintain these records for a period of six (6) years from the date of termination of the contract.

C. CONTRACTOR will maintain client and placement records according to business standard practices.

XII. Audit and Record Disclosures
The CONTRACTOR agrees to:

A. Provide review of adults under guardianship at the end of December of 2020.

B. Maintain all records pertaining to the contract at address of CONTRACTOR for six (6) years for audit purposes.

XIII. Contractor Qualifications and Training
A. The CONTRACTOR agrees to use only qualified personnel to provide any purchased services. If licensing or certification is a necessary prerequisite for provision of services, the CONTRACTOR shall ensure that personnel are properly licensed or certified.

B. The CONTRACTOR agrees to provide or arrange for staff training as required.

C. A copy of the staff training plan shall be provided to the COUNTY upon request.

D. A background check satisfactory to the COUNTY will be performed on all employees prior to unsupervised client contact in accordance with Minnesota Department of Human Services.

E. The CONTRACTOR agrees to maintain at all times during the term of the contract, a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program or program services, will consent to a background check for evidence of maltreatment of adults or minors substantiated under Minnesota Statutes section 626.556.

XIV. Subcontracting
CONTRACTOR shall not enter in any subcontract for performance of any services contemplated under the contract without the knowledge of the COUNTY and subject to such conditions and provisions as the COUNTY may deem necessary. With regard to any subcontractors so retained the CONTRACTOR shall be responsible for the performance under this contract and agrees to comply with prompt payment of any and all subcontractors pursuant to Minnesota Statutes section 471.425, subdivision 4a.

XV. Nondiscrimination
During the performance of this agreement, the CONTRACTOR agrees to the following:
No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.
XVI. Representatives

The following named persons are designated the authorized representatives of parties for purposes of this contract. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, as to the COUNTY, the authorized representative shall have only the authority specifically or generally granted to the County Board of Commissioners. Notification required to be provided pursuant to the contract shall be provided to the following named persons and addresses unless otherwise stated in the contract, or in a modification of this contract.

County Designee: Patrick Meacham, Adult Social Services Supervisor
Pine County Health and Human Services
315 Main Street S Suite 200
Pine City, MN 55063
320-216-4119

Contractor Designee: Bernard Neubauer
Solid Oak Financial Services, LLC
PO Box 157
Avon MN 56310
320-291-6442

XVII. Modifications

Any alterations, variations modifications, or waivers of provisions of this agreement must be valid only when they have been reduced in writing, duly signed, and attached to the original of this agreement. No claim for services furnished by CONTRACTOR not specifically provided in the agreement will be allowed by the COUNTY nor must the CONTRACTOR do any work or furnish any material not covered by the agreement, unless this is approved in writing by the COUNTY. Such approval must be considered a modification of the agreement.

IN WITNESS THEREOF, the COUNTY and the CONTRACTOR, each intending to be bound by this agreement, effective January 1, 2020 irrespective of the dates of the signatures, certifies that the appropriate person have executed the contract, as required by applicable articles, by-laws resolutions and ordinances.

COUNTY OF PINE STATE OF MINNESOTA

BY: __________________________________________
Josh Mohr, Board of Commissioners, Chairman
DATED: _______________
ATTESTED TO:

BY: __________________________________________
David J. Minke, Pine County Administrator
DATED: _______________
APPROVED AS TO LEGALITY AND FORM:

BY: __________________________________________
Reese Frederickson, Pine County Attorney

DIRECTOR COUNTY SOCIAL SERVICE AGENCY

BY: __________________________________________
Rebecca Foss, Director of Health and Human Services
DATED: _______________
CONTRACTOR

BY: __________________________________________
Bernard Neubauer
DATED: 10-28-19
Agenda Item: Agreement with TSA for supervision services

Department: HHS

Background information on Item:

Pine County Health and Human Services is required to provide clinical supervision to its children’s mental health case managers. In recent years, this service has been provided to the children’s mental health case managers by Therapeutic Services Agency, Inc (TSA). Supervisor Barb Schmidt requests that these services continue through TSA for the upcoming year, as the services have been delivered in a prompt, knowledgeable manner. The agreement allows for three hours of clinical supervision per month from January 1, 2020 through December 31, 2020. The rate is $120/hour, which is the same as the 2019 rate.

In addition to providing clinical supervision, TSA has also been providing reflective practice supervision to public health employees who work in the family home visiting programs and to child protection staff members. According to information from the Minnesota Association for Children’s Mental Health, “Reflective supervision/consultation, for the purposes of endorsement, as defined by MACMH-IEC, is a distinctive form of competency-based professional development that is provided to multidisciplinary practitioners working in the infant/family field on behalf of very young children’s primary caregiving relationships... reflective supervision/consultation relates to professional and personal development within one’s discipline by attending to the emotional content of the work and how reactions to the content affect the work” https://macmh.org/programs/iec/macmh-iec-professional-endorsement/guidelines-reflective-supervision/. Staff members who work in child protection and family home visiting have expressed how important reflective practice supervision is to their work and they desire the opportunity to continue with these services.
The cost for this service in 2020 is $100/hour for group reflective practice supervision, and $85/hour for individual reflective practice supervision. These rates represent a decrease from the 2019 rate, which is $120/hour. The agreement has been reviewed by the County Attorney’s Office.

**Action Requested:**

Authorize Board Chairperson and County Administrator to sign the agreement with TSA.

**Financial Impact:**

The annual cost of clinical supervision is approximately $4,320. Because clinical supervision is a required activity, this service is budgeted in the 2020 HHS budget.

The annual cost of reflective practice supervision for family home visiting staff is approximately $4,800. These costs are reimbursed to the department through the family home visiting grant that was awarded to Pine County, Mille Lacs County, and Mille Lacs Band.

The annual cost of reflective practice supervision for child protection staff is approximately $8,220. Funds for reflective practice supervision have been budgeted in the 2020 HHS budget.
AGREEMENT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND THERAPEUTIC SERVICES AGENCY, INC. FOR
CLINICAL AND REFLECTIVE PRACTICE SUPERVISION SERVICES

The County of Pine, acting through its Health & Human Services Department, 315 Main St S, Suite 200, Pine City, Minnesota, 55063, hereafter referred to as the "Agency", and Therapeutic Services Agency, Inc., 220 Railroad St SE, Pine City MN 55063, hereafter referred to as the "Contractor", enter into this Contract effective for the period of January 1, 2020 through December 31, 2020.

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

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

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

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

WHEREAS, the Agency wishes to continue purchasing reflective practice supervision services for public health staff and child protection staff.

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

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

1. Contractor’s Duties:

Pine County Health and Human Services and Therapeutic Services Agency, Inc. enter into a service agreement for the provision of monthly Clinical Supervision of Pine County Children social workers to provide clinical oversight of the delivery of mental health case management services, as required by MHCP standards and Minnesota Statute requirements. The clinical supervisor will review and determine the clinical appropriateness of the supervisee’s "individual service delivery," as defined by
MHCP standards, with respect to the client's identified mental health condition. Therapeutic Services Agency, Inc. also agrees to provide reflective practice supervision to the public health nurses involved in the Healthy Families America program and to designated social services employees.

2. **Cost and Delivery of Purchased Services:**

Rates for services are $120.00 per hour for a maximum of three hours per month for clinical supervision; and $100.00 per hour for four hours per month for reflective practice supervision for public health nurses working in the Healthy Families America program and up to seven hours per month for reflective practice supervision for designated social services employees beginning January 1, 2020 and continuing through December 31, 2020. Individual reflective practice supervision rates will be $85 per hour, and be conducted as scheduled by the agency and the contractor. Any additionally required services or times must be pre-approved.

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

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

3. **Payment for Purchased Services:**

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

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

4. **Audit and Record Disclosure:**

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

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

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

d. Maintain all records pertaining to the contract at 220 Railroad St SE, Pine City MN 55063 intended for file maintenance and storage for three (3) years for audit purposes.

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

5. Safeguard of Client Information:

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

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

The Contractor further agrees to comply with the following:


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

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

7. **Fair Hearing and Grievance Procedures:**

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

8. **Indemnity and Insurance**

a. **Indemnity:**

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

(1) By reason of any service client's suffering personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns: or
(2) By reason of any service client's causing injury to, or damage to, the property of another person during any time when the Contractor or his assigns, or employee thereof has undertaken or is furnishing the care and service called for under this agreement.

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

9 Conditions of the Parties' Obligations

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

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

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

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

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

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

a. Entire Agreement:
   It is understood and agreed that the entire agreement of the parties is contained
   herein and that this agreement supersedes all oral agreements and negotiations
   between the parties relating to the subject matter hereof, as well as any previous
   agreements presently in effect between the Contractor and any county social
   services agency relating to the subject matter hereof.

b. Monitoring:
   It is understood that the Agency reserves the right to monitor the Contractor's
   performance under this contract by observation or direct service
   provision to client and/or survey of agencies or individuals purchasing or
   receiving services.

c. Relationship:
   The relationship between the Agency and the Contractor is contractual only. At no
   time is the Contractor, its employees or agents to be considered employees of the
   Agency. The Contractor is considered an independent contractor.
PINE COUNTY HEALTH & HUMAN SERVICES
& TSA, Inc.
CLINICAL AND REFLECTIVE PRACTICE SUPERVISION SERVICES
2020

APPROVED AS TO FORM AND EXECUTION:

________________________________________________________________________
Pine County Attorney

________________________________________________________________________
Date

________________________________________________________________________
Chair, Pine County Board of Commissioners

________________________________________________________________________
Date

________________________________________________________________________
David J Minke
County Administrator

________________________________________________________________________
Date

________________________________________________________________________
Director, Pine County Health & Human Services

________________________________________________________________________
Date

________________________________________________________________________
Therapeutic Services Agency, Inc.

________________________________________________________________________
Date
AGENDA REQUEST FORM

Date of Meeting: ___12/17/19_____________________

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

- Personnel Committee
- Other ____________

Agenda Item: Hinckley Prosecution Agreement

Department: Pine County Attorney’s Office

/s/ Reese Frederickson

Department Head signature

Background information on Item:

The Pine County Attorney’s Office contracts with the City of Hinckley to prosecute crimes and ordinances within their jurisdiction. The City receives prosecution services at a reduced rate because of economies of scale, and the county attorney’s office receives revenue to help offset the costs. The contract is also for one year.

Action Requested:

Board approval.

Financial Impact:

Positive! The county attorney’s office will receive $20,000, and Hinckley saves money on a statutorily required service.
AGREEMENT FOR PROSECUTION SERVICES

THIS AGREEMENT is made and entered into by and between the COUNTY OF PINE and the PINE COUNTY ATTORNEY, hereinafter referred to as the “County,” and the CITY OF HINCKLEY, MINNESOTA, hereinafter referred to as the “City;”

WHEREAS, Minnesota Statutes § 484.87 subdivision 3, allows for the City to enter into an Agreement with the County Board and the County Attorney for the County to provide such prosecution services for criminal offenses that occur within the City. These “prosecution services” include the following: (1) prosecuting petty misdemeanor, misdemeanor and gross misdemeanor criminal and traffic offenses arising under state law, and criminal and traffic probation violations that occur within the jurisdiction of the City; (2) prosecuting misdemeanor violations of municipal ordinances and regulations of the City; (3) providing victim assistance and/or services as mandated by Minnesota Statutes § 611A; (4) completing criminal appeals before the Minnesota Court of Appeals and the Minnesota Supreme Court on matters arising under state law which occur within the jurisdiction of the City; and (5) providing administrative advice and assistance and legal services in district court and Minnesota’s courts of appeal related to civil administrative and judicial forfeitures originated within the jurisdiction of the City;

WHEREAS, logistically, functionally and financially such an Agreement is mutually beneficial to both the County and City.

NOW, THEREFORE, in consideration of the mutual covenants and understandings contained herein, the County and City enter into the following Agreement:

1. TERM AND COST OF THE AGREEMENT

a. The County will provide the City with the prosecution services above-referenced for cases that occur within the jurisdiction of the City beginning January 1, 2020, This Agreement will continue for the calendar year 2020. Any Agreement for prosecution services for future years will be finalized by November 1 of the year before such service is to commence. If such an Agreement is not reached, this Agreement will expire on January 1 of the following year.

b. Beginning January 1, 2020, the City will pay $20,000.00 to the County, said money to be used to fulfill this Agreement, including the payment of the salary, benefits, and other costs incurred by the County in performance of its obligations for calendar year 2020. The City will pay the County one-half on May 15 of each contract year, and one-half on October 15 of each contract year.

c. The County will provide all prosecution services, administrative services, overhead, secretary and paralegal support in fulfilling its obligations under and for
the term of this Agreement. The City will forward all law enforcement files to the County at no charge to the County.

2. **MODIFICATION**

Any alteration, modification, amendment or waiver of provisions of the Agreement shall be valid only when it has been reduced to writing and signed by representatives of all parties.

3. **TERMINATION OF AGREEMENT**

Either party may terminate this Agreement at any time, with or without cause, upon 90 days notice, in writing, delivered by certified mail or in person to the City Administrator for the City or the County Attorney for the County. During the term of this Agreement, the County will not increase the fees stipulated in this Agreement. Unless a separate written agreement is reached, on expiration or termination of this contract, the City’s new attorney(s) will undertake representation of the City in all matters then filed, pending, or otherwise before the Court as a result of the County’s representation of the City. On expiration or termination of this contract, at the City’s request, the County will electronically duplicate and deliver files that were the subject of representation pursuant to this agreement to the City in the electronic format that suits the business needs and practices of the County.

4. **INTEGRATION**

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter.

5. **SERVICES SPECIFICALLY EXCLUDED**

The Parties acknowledge and agree that as a term or condition of this contract, the County will not provide representation to the City of criminal prosecution related matters, if any, venued in any federal district or federal appellate court. Further, the Agreement does not include any services for the City by the County which are civil in nature (with the exception of administrative and judicial forfeitures), or otherwise not related to the prosecutorial function.

6. **PROSECUTORIAL DISCRETION**
The County agrees that the County Attorney and Assistant County Attorneys shall provide the prosecution services in the same manner as other criminal prosecutions delegated to the County Attorney by law. The County Attorney shall have full discretion to assign cases for prosecution by Assistant County Attorneys, and utilize the services of non-attorney personnel of the County Attorney’s office in preparation, processing and management of cases. The County Attorney shall exercise complete prosecutorial discretion on all matters pertaining to the prosecutions, including charging of violations, plea negotiations, trial, or dismissal of cases. The prosecutorial discretion of the County Attorney shall be coextensive with that provided by the Constitution and the Statutes of the State of Minnesota in all other prosecutions within the jurisdiction of the County Attorney’s Office.

7. **RELEASE AND INDEMNIFICATION**

The Parties further acknowledge and agree that the County will not indemnify in any way or defend civil claims for damages or any other causes(s) of action alleging wrongdoing by the County on behalf of the City, whether in federal or state court, if any, arising in relation to the any criminal prosecution or administrative or judicial forfeiture action undertaken by the County on behalf of City. **The City remains solely responsible for defense of such claims, including but not limited to civil litigation expenses, settlement costs, and court ordered awards.**

8. **DATA PRACTICES**

The provisions of the Minnesota Government Data Practices Act, Minnesota Statutes § 13.01 et. seq. and other applicable provisions of state and federal law pertaining to disclosure and retention of data, and confidentiality shall apply to their full extent in all matters delegated to the Pine County Attorney under this Agreement.

**IN WITNESS WHEREOF,** the City, by motion duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Administrator; and the County of Pine, by resolution of the Pine County Board of Commissioners, has caused this Agreement to be signed by the Chair Person and Coordinator of said Board, and by the Pine County Attorney, effective on the date and for the duration as above-referenced.
Dated: 1/19/19

CITY OF HINCKLEY

By: [Signature]
Don Zeman, Mayor

Attest: [Signature]
Kyle H. Morell
City Administrator

COUNTY OF PINE

By: [Signature]
Joshua Mohr, Chair
Pine County Board

By: [Signature]
Kelly Schroeder
County Auditor

PINE COUNTY ATTORNEY

By: [Signature]
Reese Frederickson
County Attorney
AGENDA REQUEST FORM

Date of Meeting: 12/17/19

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

☐ Personnel Committee
☐ Other _____________

Agenda Item: Rock Creek Prosecution Agreement

Department: Pine County Attorney’s Office

//s// Reese Frederickson

Background information on Item:
The Pine County Attorney’s Office contracts with the City of Rock Creek to prosecute crimes and ordinances within their jurisdiction. The City receives prosecution services at a reduced rate because of economies of scale, and the county attorney’s office receives revenue to help offset the costs. The contract is also for one year.

Action Requested:
Board approval.

Financial Impact:
Positive! The county attorney’s office will receive $3,500, and Rock Creek saves money on a statutorily required service.
AGREEMENT FOR PROSECUTION SERVICES

THIS AGREEMENT is made and entered into by and between the COUNTY OF PINE and the PINE COUNTY ATTORNEY, hereinafter referred to as the “County,” and the CITY OF ROCK CREEK, MINNESOTA, hereinafter referred to as the “City;”

WHEREAS, Minnesota Statutes § 484.87 subdivision 3, allows for the City to enter into an Agreement with the County Board and the County Attorney for the County to provide such prosecution services for criminal offenses that occur within the City. These “prosecution services” include the following: (1) prosecuting petty misdemeanor, misdemeanor and gross misdemeanor criminal and traffic offenses arising under state law, and criminal and traffic probation violations that occur within the jurisdiction of the City; (2) prosecuting misdemeanor violations of municipal ordinances and regulations of the City; (3) providing victim assistance and/or services as mandated by Minnesota Statutes § 611A; (4) completing criminal appeals before the Minnesota Court of Appeals and the Minnesota Supreme Court on matters arising under state law which occur within the jurisdiction of the City; and (5) providing administrative advice and assistance and legal services in district court and Minnesota’s courts of appeal related to civil administrative and judicial forfeitures originated within the jurisdiction of the City;

WHEREAS, logistically, functionally and financially such an Agreement is mutually beneficial to both the County and City.

NOW, THEREFORE, in consideration of the mutual covenants and understandings contained herein, the County and City enter into the following Agreement:

1. TERM AND COST OF THE AGREEMENT

   a. The County will provide the City with the prosecution services above-referenced for cases that occur within the jurisdiction of the City beginning January 1, 2020. This Agreement will continue for the calendar year 2020. Any Agreement for prosecution services for future years will be finalized by November 1 of the year before such service is to commence. If such an Agreement is not reached, this Agreement will expire on January 1 of the following year.

   b. Beginning January 1, 2020, the City will pay $3,500.00 to the County, said money to be used to fulfill this Agreement, including the payment of the salary, benefits, and other costs incurred by the County in performance of its obligations for calendar year 2020. The City will pay the County one-half on May 15 of each contract year, and one-half on October 15 of each contract year.

   c. The County will provide all prosecution services, administrative services, overhead, secretary and paralegal support in fulfilling its obligations under and for
the term of this Agreement. The City will forward all law enforcement files to the County at no charge to the County.

2. MODIFICATION

Any alteration, modification, amendment or waiver of provisions of the Agreement shall be valid only when it has been reduced to writing and signed by representatives of all parties.

3. TERMINATION OF AGREEMENT

Either party may terminate this Agreement at any time, with or without cause, upon 90 days notice, in writing, delivered by certified mail or in person to the City Administrator for the City or the County Attorney for the County. During the term of this Agreement, the County will not increase the fees stipulated in this Agreement. Unless a separate written agreement is reached, on expiration or termination of this contract, the City’s new attorney(s) will undertake representation of the City in all matters then filed, pending, or otherwise before the Court as a result of the County’s representation of the City. On expiration or termination of this contract, at the City’s request, the County will electronically duplicate and deliver files that were the subject of representation pursuant to this agreement to the City in the electronic format that suits the business needs and practices of the County.

4. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter.

5. SERVICES SPECIFICALLY EXCLUDED

The Parties acknowledge and agree that as a term or condition of this contract, the County will not provide representation to the City of criminal prosecution related matters, if any, venued in any federal district or federal appellate court. Further, the Agreement does not include any services for the City by the County which are civil in nature (with the exception of administrative and judicial forfeitures), or otherwise not related to the prosecutorial function.

6. PROSECUTORIAL DISCRETION
The County agrees that the County Attorney and Assistant County Attorneys shall provide the prosecution services in the same manner as other criminal prosecutions delegated to the County Attorney by law. The County Attorney shall have full discretion to assign cases for prosecution by Assistant County Attorneys, and utilize the services of non-attorney personnel of the County Attorney's office in preparation, processing and management of cases. The County Attorney shall exercise complete prosecutorial discretion on all matters pertaining to the prosecutions, including charging of violations, plea negotiations, trial, or dismissal of cases. The prosecutorial discretion of the County Attorney shall be coextensive with that provided by the Constitution and the Statutes of the State of Minnesota in all other prosecutions within the jurisdiction of the County Attorney's Office.

7. RELEASE AND INDEMNIFICATION

The Parties further acknowledge and agree that the County will not indemnify in any way or defend civil claims for damages or any other causes(s) of action alleging wrongdoing by the County on behalf of the City, whether in federal or state court, if any, arising in relation to the any criminal prosecution or administrative or judicial forfeiture action undertaken by the County on behalf of City. The City remains solely responsible for defense of such claims, including but not limited to civil litigation expenses, settlement costs, and court ordered awards.

8. DATA PRACTICES

The provisions of the Minnesota Government Data Practices Act, Minnesota Statutes § 13.01 et. seq. and other applicable provisions of state and federal law pertaining to disclosure and retention of data, and confidentiality shall apply to their full extent in all matters delegated to the Pine County Attorney under this Agreement.

9. PROSECUTING AUTHORITY

For purposes of property forfeitures, including but not limited to Minnesota Statutes §§ 169A.63, and 609.531 through 609.5318, the term “prosecuting authority” refers to the Pine County Attorney’s Office. Forfeiture proceeds will be distributed per statutory authority.

IN WITNESS WHEREOF, the City, by motion duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Administrator; and the County of Pine, by resolution of the Pine County Board of Commissioners, has caused this Agreement to be signed by the Chair Person and Coordinator of said Board, and by the Pine County Attorney, effective on the date and for the duration as above-referenced.
Dated: 11-7-2019

CITY OF ROCK CREEK

By: Dick Johnson
Mayor

Attest: Sandra Pangerl
City Clerk Administrator

COUNTY OF PINE

By: Joshua Mohr, Chair
Pine County Board

By: Kelly Schroeder
County Auditor

PINE COUNTY ATTORNEY

By: Reese Frederickson
County Attorney
AGENDA REQUEST FORM

Date of Meeting: December 17, 2019

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

☐ Personnel Committee
☐ Other ______________

Agenda Item: Amendment Number Twelve - Food Service Agreement - Jail

Department: Sheriff's Office - Jail

Background information on Item:
Amendment Number Twelve to Food Service Agreement Between the Pine County Jail and Summit Food Service, LLC (formerly A'viands, LLC) reflecting a 3.3% price increase for food service in the jail.

See attached Amendment Number Twelve.

Action Requested:
Signatures acknowledging the amended pricing schedule effective January 15, 2020

Financial Impact:
None. Increase has been accounted for in the 2020 budget.
AMENDMENT NUMBER TWELVE
TO FOOD SERVICE MANAGEMENT AGREEMENT
BETWEEN THE PINE COUNTY JAIL AND SUMMIT FOOD SERVICE, LLC

This Amendment Number Twelve is made by and between the Pine County Jail (hereinafter referred to as "Client"), whose address is 635 Northridge Drive NW, Suite 130, Pine City, Minnesota 55063, and Summit Food Service, LLC with offices at 500 East 52nd Street, Sioux Falls, SD 57104 (hereinafter referred to as "Summit").

WHEREAS, A'viands (now known as Summit) and Client have entered into a Food Service Management Agreement (hereinafter referred to as the "Agreement"), effective January 15, 2008 (as amended); and

WHEREAS, both parties now desire to amend said Agreement upon the terms and conditions stated herein.

NOW, THEREFORE, the parties, intending to be legally bound hereby, mutually agree hereto that the Agreement is hereby modified as follows:

1. Pricing
   Financial exhibit shall be amended to reflect the following pricing schedule:

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<tr>
<th>Inmate Meal Count Range</th>
<th>Base Price</th>
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<tbody>
<tr>
<td>36 – 45</td>
<td>$3.791</td>
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<tr>
<td>46 – 55</td>
<td>$3.512</td>
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<td>56 – 65</td>
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<tr>
<td>76 – 85</td>
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<td>$2.686</td>
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<tr>
<td>101 – 115</td>
<td>$2.469</td>
</tr>
<tr>
<td>116 &amp; Above</td>
<td>$2.376</td>
</tr>
</tbody>
</table>

This Amendment Number Twelve is effective as of January 15, 2020. All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Agreement.

COUNTY OF PINE, MN

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

SUMMIT FOOD SERVICE, LLC

By: ________________________________
Name: Marlin C. Sejnoha, Jr.
Title: President
Date: ________________________________
AGENDA REQUEST FORM

Date of Meeting: December 17, 2019

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

☐ Personnel Committee
☐ Other

Agenda Item: 2019 Assessment Clerical Corrections

Department: Assessor

[Signature]

Department Head signature

Background information on Item:

Minnesota Statute 273.01 requires the County Assessor to notify the County Board of Commissioners of any changes to property valuation or classification after the County Board of Appeal and Equalization shall be sent to the County Board. Changes are only made after the County Board of Appeal and Equalization for those items which are clerical errors in nature, not appraiser judgments. A listing with explanations of the clerical corrections is attached.

It is noteworthy these errors were caught before the property taxes were calculated. This has alleviated the need to abate the property taxes which create a deficiency in the levy.

Action Requested:

None – Information Only

Financial Impact:

None
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<tr>
<th>OWNER/CALLER</th>
<th>OLD/NEW</th>
<th>PARCEL NO.</th>
<th>CLASS CODE</th>
<th>DATE</th>
<th>EMV LAND</th>
<th>EMV BLDG.</th>
<th>EMV TOTALS</th>
<th>CHANGE AMOUNT</th>
<th>NOTES</th>
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<tbody>
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<td>Krogstad</td>
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<td>17.0145.000</td>
<td>Agricultural</td>
<td>11/1/2019</td>
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<td></td>
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<td>Ringness</td>
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<tr>
<td><strong>TOTAL VALUE CHANGE</strong></td>
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<td></td>
<td></td>
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<td>-$7,700</td>
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AGENDA REQUEST FORM

Date of Meeting: December 17, 2019

☐ County Board
  ☑ Consent Agenda
  ☐ Regular Agenda

☐ Personnel Committee
☐ Other ____________

5 mins. ___ 10 mins. ___ 15 mins. ___ Other ___

Agenda Item: Approve regular employment status

Department: HHS

[Signature]
Department Head signature

Background information on Item:

Public Health Educator Krista Jensen is nearing the end of her probationary employment status with HHS. The department is requesting that Krista be granted regular employment status effective December 26, 2019. Krista has been a wonderful addition to the HHS team, and has been instrumental in rolling out the duties of the dental grant. Krista also works as the public health emergency preparedness coordinator, and manages those duties along with the other public health duties assigned to her (such as the dental grant and activities in the Child and Teen Check-up Outreach grant).

Action Requested:


Financial Impact:

N/A
AGENDA REQUEST FORM

Date of Meeting: December 17, 2019

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

Agenda Item: Approve the hiring of (2) two PT Corrections Officers

Department: Sheriffs Office - Jail

Background information on Item:
Approve the hiring of part-time Corrections Officers, Tristan Schroeder and Michelle Pickar at Grade 7 - step 1 of the 2019 salary schedule ($19.33 per hour) effective December 18, 2019

Action Requested:
Approve the hiring of (2) two PT Corrections Officers - filling remaining two positions

Financial Impact:
None, positions are included in the 2019-2020 staffing plan and budget
AGENDA REQUEST FORM

Date of Meeting: December 17th, 2019

☐ County Board
☐ Consent Agenda
☐ Regular Agenda

☐ Personel Committee
☐ Other _________

Agenda Item: Part-time Dispatcher Position

Department: Pine County Sheriff's Office

Background information on Item:

Amanda Morris has accepted the position of Part-time Dispatcher.

Amanda Morris' effective employment date will be December 18th at $19.33 per hour, Step 1.

Action Requested:

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

Financial Impact:

This position is budgeted for 2019.
AGENDA REQUEST FORM

Date of Meeting: December 17, 2019

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

☐ Personnel Committee
☐ Other __________

Agenda Item: Highway Maintenance Worker

Department: Pine County Public Works

[Department Head signature]

Background information on Item:
Authorize hiring of Wesley Miller effective December 18, 2019, grade 6 @ $18.99/hour.

Action Requested:
Approve New Hire

Financial Impact:
Budgeted
AGENDA REQUEST FORM

Date of Meeting: December 17, 2019

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

☐ Personnel Committee
☐ Other _____________

Agenda Item: Temporary Elections Assistant

Department: Auditor-Treasurer

[Signature]
Department Head signature

Background information on Item:

Interviews of three candidates for the Temporary Elections Assistant were held on December 10, 2019 by a panel of County Auditor-Treasurer Kelly Schroeder and Deputy Auditor Terry Lovgren.

Action Requested:

Consider hiring Sharon King for the temporary elections assistant effective January 13, 2020 at a salary of $14.00 per hour (non-union) pending a successful background check.

Financial Impact:

The position is within the 2020 budget.
Pine County Health & Human Services Advisory Committee
December 2, 2019, 9:00 a.m.
South Pine Government Center
315 Main Street; Pine City, Minnesota

Members Present: Commissioners Steve Hallan and Steve Chaffee

Others Present: Becky Foss, HHS Director; Michelle Morgan, Financial Assistance Supervisor; Mark LeBrun, County Engineer; David Minke, County Administrator.

1. Commissioner Hallan called the meeting to order at 9:03 a.m.

2. **Motion** by Commissioner Chaffee to approve the agenda. Second by Commissioner Hallan. Motion carried 2-0.

3. **Motion** by Commissioner Chaffee to approve the Minutes from the October 15, 2019 committee meeting. Second by Commissioner Chaffee. Motion carried 2-0.

4. **Space Planning Update**
The concept of moving all HHS staff back to the courthouse has been studied; there is not enough space available to house the approximately 53 employees. The committee desired a long-term solution that could perhaps be phased in over 3-5 years.

5. **Child Care Assistance Program**
Michelle Morgan updated the committee on the Child Care Assistance Program. The program is income based and is designed to assist parents with child care so they can return to work. Michelle reviewed that the county is tracking to overspend this year. This should not be a problem as some counties are likely to under spend and the state can reallocate funds. Pine County has not maintained a waiting list, but that may be something to consider in the future if demand continues to increase.

The county is responsible for licensing in-home day cares and the state is responsible for licensing child care centers. The distinction is based on the number of children served.

6. **Infant at Work**
Becky reviewed the program so far. Two employees have been participating.

7. **Other**
Becky updated the committee that the dental grant is going well. Eighteen clients were served in two days.

8. **Next Meeting**
The next meeting is March 2, 2020, 9:00 a.m., at the South Pine Government Center. The committee requested an update on the WIC program.

9. **Adjourn**
With no further business, the meeting adjourned at 10:40 a.m.
Members:
Commissioner Josh Mohr
Commissioner Matt Ludwig

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

   Members present: Commissioner Ludwig, Commissioner Mohr
   Others Present: Jodi Blesener, Child Support Supervisor; Mark LeBrun, County Engineer; Ryan
   Findell, IT Manager; Mindy Sandell, Veterans Services Officer; David Minke, County
   Administrator.

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

3. Motion by Commissioner Ludwig to approve the Minutes of the November 6, 2019 Facility
   Committee meeting. Second by Commissioner Mohr. Motion carried 2-0.

4. **VSO Update on NPGC Space**
   County VSO Mindy Sandell updated the committee on the VSO space at the NPGC. She stated the
   space is working well. Veterans are able to access the office and the office provides a relaxed
   atmosphere. A “coffee talk” is held the first Monday of every month in the John Wright Room.

5. **Sound Issues Wright/Carlson Rooms**
   The county has been working on improving the acoustics in the Wright/Carlson community room.
   The committee reviewed a quote from one vendor which would add acoustical tiles to the over-
   story area. The quote for both rooms including labor and material was approximately $10,000.
   Pete will get at least one more quote.

   It was noted that the whiteboard for the Wright Room is in the 1610 building waiting to be
   installed.

6. **Courthouse Space Planning**
   The existing courthouse does not have enough space to move all HHS from the South Pine
   Government Center back to the courthouse. The committee discussed what a 3-6 year transition
   plan would look like to consider additional space at the courthouse site. The committee requested
   staff look at timelines, financing and options to move forward.

7. **Other Project Updates**
   None.

8. **Next Meeting**
   The next meeting is scheduled for January 8, 2020, 9:00 a.m., Pine County Courthouse, Pine City.

9. **Adjourn**
   With no further business, the meeting adjourned at 11:36 a.m.
PINE COUNTY PERSONNEL COMMITTEE
Minutes
December 12, 2019 - 9:00 a.m.
Commissioners’ Conference Room, Pine County Courthouse
Pine City, Minnesota

Members present: Commissioner Matt Ludwig, Commissioner Steve Chaffee

Others Present: County Administrator David Minke, Jail Administrator Rodney Williamson, Social Services Supervisor Patrick Meacham, County Attorney Reese Frederickson, and Human Resources Manager Jackie Koivisto.

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

2. **Motion** by Commissioner Ludwig to approve the Minutes of the November 12, 2019 Personnel Committee meeting. Second by Commissioner Chaffee. Motion carried 2-0.

3. **Motion by** Commissioner Ludwig to approve the December 12, 2019 agenda. Second by Commissioner Chaffee. Motion carried 2-0.

4. **Health and Human Services**
   a. Social Services Supervisor Patrick Meacham announced the resignation of Social Worker Carrie Reeves, effective December 13, 2019, and requested approval to backfill the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 10 with a minimum starting wage of $24.70/hour (2020 salary) and is contained in the 2019 and 2020 HHS budgets.
      **Motion** by Commissioner Ludwig to acknowledge the resignation of Social Worker Carrie Reeves, effective December 13, 2019, and authorize backfill of the position and any subsequent vacancies due to internal promotion or lateral transfer. Second by Commissioner Chaffee. Motion carried 2-0.

   b. Social Services Supervisor Patrick Meacham announced the retirement of Social Worker (MNChoices Assessor) Joe Kolb, effective March 9, 2020, and requested approval to backfill the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 10 with a minimum starting wage of $24.70/hour (2020 salary) and is contained in the 2020 HHS budget. HHS would like to begin recruitment now so that assessments continue to be completed in a timely manner.
      **Motion** by Commissioner Ludwig to acknowledge the retirement of Social Worker (MNChoices Assessor) Joe Kolb, effective March 9, 2020, and authorize backfill of the position and any subsequent vacancies due to internal promotion or lateral transfer. Second by Commissioner Chaffee. Motion carried 2-0.

5. **Sheriff’s Office - Jail**
   a. Jail Administrator Rodney Williamson announced the resignation of Corrections Officer Brandon Koehnle, effective November 24, 2019 and requested approval to backfill the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 7 with a minimum starting
wage of $20.74/hour (2020 wage) and is contained in the 2019 and 2020 Sheriff’s Office Corrections budgets.

b. Jail Administrator Rodney Williamson announced the resignation of part-time Corrections Officer Evan Peterson, effective December 2, 2019 and requested approval to backfill the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 7 with a minimum starting wage of $20.74/hour (2020 wage) and is contained in the 2019 and 2020 Sheriff’s Office Corrections budgets.

c. Jail Administrator Rodney Williamson announced the resignation of Corrections Officer Scott Lindahl, effective December 27, 2019 and requested approval to backfill the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 7 with a minimum starting wage of $20.74/hour (2020 wage) and is contained in the 2019 and 2020 Sheriff’s Office Corrections budgets.

Motion by Commissioner Chaffee to acknowledge the three resignations listed above and to authorize backfill of the positions and any subsequent vacancies due to internal promotions or lateral transfers. Second by Commissioner Ludwig. Motion carried 2-0.

6. Administration
   a. Commissioner salary and per diem amount for 2020
      Discussion held regarding 2020 Commissioner salary and period diem amount for 2020. Motion by Commissioner Ludwig to keep 2020 Commissioner annual salaries the same-- $21,844 for commissioners and $23,044 for the Board Chair—and to recommend maintaining per diems at $100 per diem for attending meetings. Second by Commissioner Chaffee. Motion carried 2-0.

   b. Board and Committee member per diems for 2020 – not discussed.

   c. Mileage reimbursement rate for 2020
      Motion by Commissioner Ludwig to continue paying the business mileage reimbursement at the IRS rate. Second by Commissioner Chaffee. Motion carried 2-0.

   d. Elected department head salaries for 2020
      Department head salaries were reviewed and compared to other counties at the Personnel Committee meeting in September 2019. Motion by Commissioner Chaffee to recommend the annual salary (an 8% increase) for the County Sheriff, annualized of $113,950 (an 8% increase) and the annual salary for the County Attorney as $123,702 (a 6% increase). Second by Commissioner Ludwig. Motion carried 2-0.

   e. Cost-of-living adjustment (COLA) for non-union employees for 2020
      Motion by Commissioner Ludwig to approve a 3% Cost of Living increase for non-union non-elected employees in good standing and to adopted the proposed 2020 Non-Union Salary Schedule which contains a 3% increase. Second by Commissioner Chaffee. Motion passed 2-0.
f. County health insurance premium contributions for non-union employees in 2020
Motion by Commissioner Chaffee to approve the proposed 2020 County contributions towards health insurance premiums as presented (See Health Rate Sheet) for non-union and elected officials. Second by Commissioner Ludwig. Motion passed 2-0.

With no further business, the meeting was adjourned at 9:30 a.m.
# Proposed 2020 Non-Union Wage Scale

<table>
<thead>
<tr>
<th>Title</th>
<th>Grade</th>
<th>Minimum Wage</th>
<th>Annual Salary</th>
<th>Maximum Wage</th>
<th>Annual Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seasonal, Recycling Center Attendant</td>
<td>1</td>
<td>$15.06</td>
<td>$31,325</td>
<td>$19.57</td>
<td>$40,706</td>
</tr>
<tr>
<td>Office Support Specialist</td>
<td>2</td>
<td>$15.97</td>
<td>$33,218</td>
<td>$20.75</td>
<td>$43,160</td>
</tr>
<tr>
<td>Secretary-Jail, Jail Matron Officer</td>
<td>3</td>
<td>$16.91</td>
<td>$35,173</td>
<td>$21.99</td>
<td>$45,739</td>
</tr>
<tr>
<td>Administrative Assistant-Jail, HR Generalist</td>
<td>4</td>
<td>$17.93</td>
<td>$37,294</td>
<td>$23.31</td>
<td>$48,485</td>
</tr>
<tr>
<td>Court Security Officer</td>
<td>5</td>
<td>$18.65</td>
<td>$38,792</td>
<td>$24.26</td>
<td>$50,461</td>
</tr>
<tr>
<td>IT Support Specialist, Payroll Clerk</td>
<td>6</td>
<td>$19.58</td>
<td>$40,726</td>
<td>$25.46</td>
<td>$52,957</td>
</tr>
<tr>
<td>Office Manager: Administration/Attorney/HHS/Public Works/Sheriff, STS Crew Leader, Lead Court Security Officer, Victim Services Coordinator</td>
<td>7</td>
<td>$21.36</td>
<td>$44,429</td>
<td>$27.77</td>
<td>$57,762</td>
</tr>
<tr>
<td>IT Support Specialist, Sr.</td>
<td>8</td>
<td>$22.62</td>
<td>$47,050</td>
<td>$29.43</td>
<td>$61,214</td>
</tr>
<tr>
<td>Veterans Service Officer, Probation Corrections Agent, Sr. Probation Corrections Agent</td>
<td>9</td>
<td>$24.00</td>
<td>$49,920</td>
<td>$31.20</td>
<td>$64,896</td>
</tr>
<tr>
<td>Building Maintenance Supervisor, Deputy Assessor, Forester/Land Commissioner, Fiscal Supervisor, Probation Career Agent</td>
<td>10</td>
<td>$25.44</td>
<td>$52,915</td>
<td>$33.07</td>
<td>$68,786</td>
</tr>
<tr>
<td>Assistant Jail Administrator, Chief Deputy Auditor/Treasurer, Land and Resources Manager, Probation Supervisor</td>
<td>11</td>
<td>$26.97</td>
<td>$56,098</td>
<td>$35.05</td>
<td>$72,904</td>
</tr>
<tr>
<td>Assistant County Attorney, Human Resources Manager, County Assessor-Recorder</td>
<td>12</td>
<td>$28.58</td>
<td>$59,446</td>
<td>$37.15</td>
<td>$77,272</td>
</tr>
<tr>
<td>IT Manager, Public Health Supervisor, County Surveyor</td>
<td>13</td>
<td>$30.30</td>
<td>$63,024</td>
<td>$39.38</td>
<td>$81,910</td>
</tr>
<tr>
<td>Assistant County Attorney, Community Health Services Administrator, Jail Administrator</td>
<td>14</td>
<td>$32.12</td>
<td>$66,810</td>
<td>$41.76</td>
<td>$86,861</td>
</tr>
<tr>
<td>Chief Deputy County Attorney, Human Resources Manager, County Assessor-Recorder</td>
<td>15</td>
<td>$34.03</td>
<td>$70,782</td>
<td>$44.26</td>
<td>$92,061</td>
</tr>
<tr>
<td>Chief Deputy County Attorney, Jail Administrator</td>
<td>16</td>
<td>$36.08</td>
<td>$75,046</td>
<td>$46.92</td>
<td>$97,594</td>
</tr>
<tr>
<td>Chief Deputy Sheriff</td>
<td>17</td>
<td>$38.24</td>
<td>$79,539</td>
<td>$49.74</td>
<td>$103,459</td>
</tr>
<tr>
<td>Probation Director</td>
<td>18</td>
<td>$40.54</td>
<td>$84,323</td>
<td>$52.72</td>
<td>$109,858</td>
</tr>
<tr>
<td>Auditor/Treasurer - Appointed</td>
<td>19</td>
<td>$42.98</td>
<td>$89,398</td>
<td>$55.87</td>
<td>$116,210</td>
</tr>
<tr>
<td>HHS Director, Public Works Director/County Engineer</td>
<td>20</td>
<td>$45.56</td>
<td>$94,765</td>
<td>$59.23</td>
<td>$123,198</td>
</tr>
<tr>
<td>County Administrator</td>
<td>21</td>
<td>$48.30</td>
<td>$100,464</td>
<td>$62.78</td>
<td>$130,582</td>
</tr>
<tr>
<td>County Administrator</td>
<td>22</td>
<td>$51.19</td>
<td>$106,475</td>
<td>$66.55</td>
<td>$138,424</td>
</tr>
</tbody>
</table>

*Board Approved:*
*Updated 5/21/19, 6/4/19, 6/20*
*2020 wages are based on a 3% increase from 2019*
## ATTACHMENT A

### 2020 Monthly Health Insurance Premiums with Blue Cross Blue Shield

**Full-Time Employees: Non-Union and Settled Contracts with Signed MOU for Health Insurance**

<table>
<thead>
<tr>
<th>Plan Options</th>
<th>Annual Deductible (In-Network)</th>
<th>Monthly Per Pay Period</th>
<th>Out-Of-Pocket Max (OOP) Max</th>
<th>Monthly Per Pay Period</th>
<th>County Contributions</th>
<th>Monthly Per Pay Period</th>
<th>Employee Deductions</th>
<th>Monthly Per Pay Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>CMM 1500 Single</td>
<td>$1,500</td>
<td>$750.00</td>
<td>$3,300</td>
<td>$375.00</td>
<td>$750.00</td>
<td>$375.00</td>
<td>N/A</td>
<td>$0.00</td>
</tr>
<tr>
<td>CMM 1500 Family</td>
<td>$4,000</td>
<td>$1,874.00</td>
<td>$5,600</td>
<td>$937.00</td>
<td>$1,562.70</td>
<td>$781.35</td>
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<td>$311.30</td>
</tr>
<tr>
<td>VEBA Single</td>
<td>$2,150</td>
<td>$809.50</td>
<td>$2,150</td>
<td>$404.75</td>
<td>$699.75</td>
<td>$349.88</td>
<td>$1,275.00</td>
<td>$109.75</td>
</tr>
<tr>
<td>VEBA Family</td>
<td>$4,300</td>
<td>$2,172.00</td>
<td>$4,300</td>
<td>$1,086.00</td>
<td>$1,562.70</td>
<td>$781.35</td>
<td>$2,550.00</td>
<td>$821.80</td>
</tr>
<tr>
<td>H.S.A Single</td>
<td>$3,000</td>
<td>$729.50</td>
<td>$3,000</td>
<td>$364.75</td>
<td>$729.50</td>
<td>$364.75</td>
<td>$918.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>H.S.A Family</td>
<td>$6,000</td>
<td>$1,822.00</td>
<td>$6,000</td>
<td>$911.00</td>
<td>$1,562.70</td>
<td>$781.35</td>
<td>N/A</td>
<td>$259.30</td>
</tr>
<tr>
<td>H.S.A Access Single</td>
<td>$3,000</td>
<td>$680.00</td>
<td>$3,000</td>
<td>$340.00</td>
<td>$680.00</td>
<td>$340.00</td>
<td>$1,512.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>H.S.A Access Family</td>
<td>$6,000</td>
<td>$1,698.00</td>
<td>$6,000</td>
<td>$849.00</td>
<td>$1,562.70</td>
<td>$781.35</td>
<td>N/A</td>
<td>$135.30</td>
</tr>
<tr>
<td>H.S.A. High Value Single</td>
<td>$3,000</td>
<td>$657.50</td>
<td>$3,000</td>
<td>$328.75</td>
<td>$657.50</td>
<td>$328.75</td>
<td>$1,782.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>H.S.A. High Value Family</td>
<td>$6,000</td>
<td>$1,641.50</td>
<td>$6,000</td>
<td>$820.75</td>
<td>$1,562.70</td>
<td>$781.35</td>
<td>N/A</td>
<td>$78.80</td>
</tr>
</tbody>
</table>

S:\HRshare\INSURANCE\2020\Health Insurance Rates 2020.xlsx
RESOLUTION 2019-61
ESTABLISHING COUNTY COMMISSIONER COMPENSATION,
PER DIEMS, AND MILEAGE REIMBURSEMENT FOR 2020

WHEREAS, M.S. §375.055 and §375.06 set forth the authorization for compensation of
Minnesota County Commissioners; and

WHEREAS, Pine County Commissioners are eligible to receive per diem payments in
accordance with the above referenced statutes.;

NOW, THEREFORE, BE IT RESOLVED that an annual salary shall be paid to each Pine
County Commissioner;

BE IT FURTHER RESOLVED that Commissioners may receive payment of per diem
(only one per diem per day) for meetings for county or committee meetings;

BE IT FURTHER RESOLVED that Commissioners may be allowed and paid for actual
and necessary traveling expenses incurred while attending meetings of the County Board and;

BE IT FURTHER RESOLVED that the following be deemed eligible for per diem
reimbursement:

- Regular, Special or Emergency County Board Meetings
- Committee Meetings
- Meetings as directed by the Board or the Board Chair
- Association of Minnesota County Meetings
- All other meetings that meet requirements of MN Statute §375.055.

The Board of Equalization and Canvassing Board meetings are ineligible for per diem
reimbursement. A Commissioner shall not be entitled to county per diem, mileage, or other
expenses if the committee to which they have been appointed has paid the expense.

The salary for County Commissioners for 2020 is $21,844 (no increase from 2019).
The salary for the County Board Chair for 2020 is $23,044 (no increase from 2019).
The per diem rate per meeting for 2020 is $100 (no increase from 2019).
The Commissioner and Employee mileage reimbursement rate for 2020 is to follow the federal IRS rate.

Dated this 17th day of December, 2019

Attest:

_____________________________ _________________________________
Joshua Mohr, Chair David J. Minke, County Administrator
Pine County Board of Commissioners Clerk to the County Board
AGENDA REQUEST FORM

Date of Meeting: November 5, 2019

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

Agenda Item: Consideration of Per Diem Amounts for Board and Committee Appointees

Department: Administration

Department Head signature

Background information on Item:

Pine County maintains various boards and committees and pays per diem as shown below.

<table>
<thead>
<tr>
<th>Board/Committee</th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zoning Board (planning commission)</td>
<td>$75</td>
<td>$75</td>
</tr>
<tr>
<td>HHS Advisory</td>
<td>$50</td>
<td>$75</td>
</tr>
<tr>
<td>Pine County Chemical Health Coalition</td>
<td>$50</td>
<td>$75</td>
</tr>
<tr>
<td>Extension Committee</td>
<td>$50</td>
<td>$75</td>
</tr>
<tr>
<td>Library</td>
<td>$50</td>
<td>$75</td>
</tr>
<tr>
<td>Community Health Advisory</td>
<td>$50</td>
<td>$75</td>
</tr>
<tr>
<td>Housing Steering Committee—No longer meets</td>
<td>$50</td>
<td></td>
</tr>
<tr>
<td>County HRA</td>
<td>$50</td>
<td>$75</td>
</tr>
<tr>
<td>Probation Advisory Committee</td>
<td>$50</td>
<td>$75</td>
</tr>
</tbody>
</table>

These amounts were set in January 2019 by Resolution 2019-03.

The HRA has requested an increase to $75, which is the maximum allowed by Minnesota statute for HRAs. It is appropriate to periodically review the per diem amounts.

Increasing the per diem amounts for all board and committees to $75 will cost approximately $3,350 for 2020.
Resolution #2019-62
RESOLUTION ESTABLISHING PER DIEMS AND MILEAGE REIMBURSEMENT FOR CITIZENS APPOINTED TO VARIOUS BOARDS AND COMMITTEES

WHEREAS, the Pine County Board of Commissioners and the Chair of the Pine County Board of Commissioners appoint citizens to various boards and committees; and

WHEREAS, Minnesota Statutes Section §375.47 allows the county board of commissioners to set a per diem allowance in lieu of expenses and a mileage allowance to be paid to individuals appointed to represent the county on various committees;

NOW, THEREFORE, BE IT RESOLVED that individuals appointed to represent the county on various committees are entitled to claim per diem and mileage expenses for attending official meetings of the board/committee as show below:

<table>
<thead>
<tr>
<th>Board/Committee</th>
<th>Amount per meeting</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Planning Commission</td>
<td>$75</td>
</tr>
<tr>
<td>• HHS Advisory</td>
<td>$75</td>
</tr>
<tr>
<td>• Pine County Chemical Health Coalition</td>
<td>$75</td>
</tr>
<tr>
<td>• Extension Committee</td>
<td>$75</td>
</tr>
<tr>
<td>• Library</td>
<td>$75</td>
</tr>
<tr>
<td>• Community Health Advisory</td>
<td>$75</td>
</tr>
<tr>
<td>• County HRA</td>
<td>$75</td>
</tr>
<tr>
<td>• Probation Advisory Committee</td>
<td>$75</td>
</tr>
</tbody>
</table>

Mileage reimbursement shall be the IRS rate for business mileage.

To be eligible for payment:
- the appointed member must be attending as a citizen representing Pine County, and not be attending as an employee of another organization and not have a conflict of interest with the business before the committee;
- must not be eligible for payment of per diem or mileage from another agency; and
- the request must be submitted within 30 days to the county auditor on forms provided by the county auditor.

Adopted this 17th day of December, 2019

Attest:

Josh Mohr, Chair
Pine County Board of Commissioners

David J. Minke, County Administrator
Clerk to the Pine County Board of Commissioners
AGENDA REQUEST FORM

Date of Meeting: December 17, 2019

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

☐ Personnel Committee
☐ Other _____________

Agenda Item: Consider 2020 Property Tax Levy and 2020 County Budget

Department: ____________________________

__________________________
Department Head signature

Background information on Item:

The county board has held several budget committee meetings to review and discuss the proposed 2020 budget. The Truth in Taxation meeting was held on December 5, 2019.

The attached budget and resolutions will set the 2020 budget and property tax levy. The county board appropriates by budget department in the General Fund and at the fund level for all other funds.

Total revenues are $44,657,153 and total expenditures are $44,452,326. All funds are balanced with budget year revenue and planned spending of reserves. The total property tax levy is 19,354,383.

Action Requested:

Consider Resolution 2019-58 adopting the 2020 property tax levy.
Consider Resolution 2018-59 adopting the 2020 budget.
Resolution 2019-58

RESOLUTION ESTABLISHING THE 2020 PROPERTY TAX LEVY

WHEREAS, M.S. §275.07 requires the county levy to be certified to the County Auditor on or before five working days after December 20;

WHEREAS, the Pine County Board of Commissioners have adopted a preliminary property tax levy of $19,354,383; and

WHEREAS, the final levy may be equal to or less than the preliminary property tax levy.

NOW, THEREFORE, BE IT RESOLVED that the 2020 property tax levy for Pine County shall be $19,354,383 distributed to the funds as shown below:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$10,653,141</td>
</tr>
<tr>
<td>Health &amp; Human Services Fund</td>
<td>$3,983,214</td>
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<tr>
<td>Road &amp; Bridge (Highway) Fund</td>
<td>$1,929,821</td>
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<tr>
<td>Building Fund</td>
<td>$75,000</td>
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<tr>
<td>2015A G.O. Jail Bond</td>
<td>$1,177,365</td>
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<tr>
<td>2012 G.O. Courthouse Bond</td>
<td>$1,018,290</td>
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<tr>
<td>2017A CIP Bonds (Sandstone bldg.)</td>
<td>$340,318</td>
</tr>
<tr>
<td>Technology Equipment Fund</td>
<td>$100,000</td>
</tr>
<tr>
<td>Elections</td>
<td>$77,234</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED that the County Administrator shall certify this levy to the County Auditor.

Dated this 17th day of December, 2019.

Attest:

_________________________________________   _____________________________________________
Joshua Mohr, Chair                        David J. Minke, County Administrator
Pine County Board of Commissioners        Clerk to the County Board
Resolution 2019-59
RESOLUTION ADOPTING THE 2020 BUDGET

WHEREAS, as required by M.S. §375A.06, the County Administrator has submitted a proposed budget to the County Board of Commissioners; and

WHEREAS, the Pine County Board of Commissioners have reviewed the proposed 2020 budget, conducted several public meetings on the proposed budget, and made changes to the proposed budget; and

WHEREAS, On December 5, 2019, the county board held a public meeting on the proposed budget and property tax levy where the public was allowed to comment on the proposed budget and property tax levy,

NOW, THEREFORE, BE IT RESOLVED that the attached proposed 2020 budget is hereby adopted in the amounts shown on the attached Budget Summary.

Dated this 17th day of December, 2019.

Attest:

___________________________________________  ______________________________
Joshua Mohr, Chair                             David J. Minke, County Administrator
Pine County Board of Commissioners             Clerk to the County Board
## BUDGET SUMMARY 2020

<table>
<thead>
<tr>
<th>DEPT</th>
<th>REVENUE</th>
<th>DEPARTMENT</th>
<th>REVENUES</th>
<th>EXPENDITURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>COUNTY BOARD</td>
<td>0</td>
<td>255,502</td>
<td></td>
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<tr>
<td>13</td>
<td>COURT ADMINISTRATION</td>
<td>2,500</td>
<td>64,000</td>
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<tr>
<td>20</td>
<td>LAW LIBRARY</td>
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<td>29,000</td>
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<tr>
<td>41</td>
<td>COUNTY AUDITOR-TREASURER</td>
<td>106,000</td>
<td>766,464</td>
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<tr>
<td>61</td>
<td>MIS</td>
<td>15,000</td>
<td>784,483</td>
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<tr>
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<td>CENTRAL SERVICES</td>
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<td>34,000</td>
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<td>63</td>
<td>TRUTH IN TAXATION</td>
<td>8,800</td>
<td>13,500</td>
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<td>123,930</td>
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<td>93</td>
<td>VICTIM SERVICES</td>
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<td>101</td>
<td>COUNTY RECORDER</td>
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<td>386,298</td>
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<td>COUNTY ASSESSOR</td>
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<td>107</td>
<td>PLANNING AND ZONING</td>
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<td>253,827</td>
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<td>111</td>
<td>GOVT BUILDING OPERATIONS</td>
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<td>VETERANS SERVICES</td>
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<td>4,504,676</td>
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<td>205</td>
<td>BOAT &amp; WATER</td>
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<td>206</td>
<td>SNOWMOBILE GRANT</td>
<td>5,597</td>
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<td>208</td>
<td>ATV GRANT</td>
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<td>210</td>
<td>GUN PERMITS</td>
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<td>212</td>
<td>CANINE UNIT</td>
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<td></td>
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<tr>
<td>214</td>
<td>SANDSTONE RANGE TRAINING</td>
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<td>227</td>
<td>ENHANCE 911</td>
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<td>249</td>
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<td>251</td>
<td>COUNTY JAIL</td>
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<td>SENTENCE TO SERVE</td>
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<td>281</td>
<td>CIVIL DEFENSE</td>
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<td>SCORE RECYCLING</td>
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<td>501</td>
<td>ECR LIBRARY</td>
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<td>HISTORICAL SOCIETY</td>
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<tr>
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<tr>
<td>605</td>
<td>ECONOMIC DEVELOPMENT</td>
<td>1,700</td>
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<td>613</td>
<td>WATERSHED BOARD</td>
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<td>801</td>
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<td>MEED-CENTRAL MN INITIATIVE</td>
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<td>7,450</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>18,681,353</strong></td>
<td><strong>18,645,249</strong></td>
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### DEPT HEALTH AND HUMAN SERVICES

<table>
<thead>
<tr>
<th>#</th>
<th>DEPARTMENT</th>
<th>REVENUES</th>
<th>EXPENDITURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-420</td>
<td>INCOME MAINTENANCE</td>
<td>3,233,709</td>
<td>3,233,709</td>
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<tr>
<td>12-430</td>
<td>SOCIAL SERVICES</td>
<td>7,159,637</td>
<td>7,159,637</td>
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<tr>
<td>12-440</td>
<td>CHILDRENS COLLABORATIVE</td>
<td>134,700</td>
<td>134,700</td>
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<tr>
<td>12-481</td>
<td>NURSING</td>
<td>1,422,464</td>
<td>1,422,464</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>11,950,510</strong></td>
<td><strong>11,950,510</strong></td>
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</table>

### DEPT HIGHWAY

<table>
<thead>
<tr>
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<th>REVENUES</th>
<th>EXPENDITURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>13-310</td>
<td>ADMINISTRATION</td>
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<td>369,088</td>
</tr>
<tr>
<td>13-320</td>
<td>ENGR/CONSTRUCTION</td>
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<td>5,545,872</td>
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<tr>
<td>13-330</td>
<td>EQUIPMENT</td>
<td>0</td>
<td>2,391,618</td>
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<tr>
<td>13-340</td>
<td>REPAIR AND SHOP</td>
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<tr>
<td>13-801</td>
<td>NON-DEPARTMENTAL</td>
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<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>10,299,144</strong></td>
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### DEPT RESOURCE DEVELOPMENT

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<thead>
<tr>
<th>#</th>
<th>DEPARTMENT</th>
<th>REVENUES</th>
<th>EXPENDITURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>22-703</td>
<td>LAND USE</td>
<td>891,648</td>
<td>881,648</td>
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<tr>
<td>22-705</td>
<td>ROAD FUND GAS TAX</td>
<td>7,200</td>
<td>7,200</td>
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<tr>
<td>22-707</td>
<td>TIMBER DEVELOPMENT</td>
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<td>10,000</td>
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<tr>
<td>22-708</td>
<td>BLIGHT CLEANUP</td>
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<td>10,000</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
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### DEPT BUILDING FUND

<table>
<thead>
<tr>
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<th>REVENUES</th>
<th>EXPENDITURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>38-801</td>
<td>BUILDING FUND</td>
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### DEPT 2015 JAIL BONDS

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<th>REVENUES</th>
<th>EXPENDITURES</th>
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</thead>
<tbody>
<tr>
<td>39-810</td>
<td>2015A JAIL BONDS</td>
<td>1,181,265</td>
<td>1,102,510</td>
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</table>

### DEPT 2012A CTHSE BONDS

<table>
<thead>
<tr>
<th>#</th>
<th>DEPARTMENT</th>
<th>REVENUES</th>
<th>EXPENDITURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>40-810</td>
<td>2012A COURTHOUSE BONDS</td>
<td>1,021,590</td>
<td>949,779</td>
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</table>

### DEPT 2017A G.O. CIP BONDS

<table>
<thead>
<tr>
<th>#</th>
<th>DEPARTMENT</th>
<th>REVENUES</th>
<th>EXPENDITURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>41-810</td>
<td>2017A G.O. CIP BONDS</td>
<td>341,409</td>
<td>323,252</td>
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</table>

### DEPT EQUIPMENT

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<th>REVENUES</th>
<th>EXPENDITURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>43-801</td>
<td>EQUIPMENT</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>DEPT</td>
<td>ELECTIONS</td>
<td>REVENUES</td>
<td>EXPENDITURES</td>
</tr>
<tr>
<td>------</td>
<td>-----------</td>
<td>----------</td>
<td>--------------</td>
</tr>
<tr>
<td>#</td>
<td>DEPARTMENT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>44-801</td>
<td>ELECTIONS</td>
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<td>98,034</td>
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<tr>
<td>TOTAL ALL FUNDS</td>
<td></td>
<td>44,657,153</td>
<td>44,452,326</td>
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</tbody>
</table>

TO: Pine County Commissioners  
FROM: David Minke, County Administrator  
DATE: December 17, 2019  
SUBJECT: True County Assessing

County commissioners have discussed True County Assessing at the October 29, 2019 county board special meeting. Additionally, the county board held a public input meeting on November 26, 2019.

Attached is information from the October 29, 2019 meeting, along with additional information on a review of 53 properties in Barry Township. The review resulted in 30% requiring corrections.

As previously discussed, the county board can adopt a resolution to move to true county assessing in October, 2020, or adopt a resolution to make the change at a more distant future date. Commissioners can also consider other options.
Option to Implement True County Assessor System

In Minnesota, counties can choose how their assessments are completed, as there are two assessor systems. The first, is the true county assessor system. This means that the county employs a county assessor and all the assessing is done by county staff. The second, is the local assessor system. The county still employs a county assessor; however, the townships/cities can contract with a private, local assessor to complete their assessing.

Pine County currently operates under the local assessor system, 17 of the 47 townships/cities contracting with private, local assessors to complete the assessing. The remaining 30 townships contract with Pine County to complete their assessing. The county currently completes the assessment of all commercial properties throughout the county, as none of the current local assessors are licensed to do so.

The attached map depicts this breakdown in Pine County. Statewide, 35 of the 87 counties operate under the local assessor system, with 52 operating under the true county assessor system. The attached map depicts this breakdown statewide.

Under the local assessor system, the county assessor is still responsible for final values and classifications of property, homesteads (owner occupied, relative, and actively farming), implementing special property tax programs such as green acres, rural preserve, veterans exclusions, 2c managed forest, and sustainable forest incentive act, printing and mailing of the valuation notices, responding to appeals of valuations and classifications, verifying the sales, and attending the local board of appeal and equalization meetings.

The benefits of the true county assessor system are as follows:

- County Assessor supervises staff who set the values the County Assessor is responsible for.
- Consistency between jurisdictions as the County Assessor can require staff to complete tasks in a certain manner. Consistency leads to equitability. The attached graph shows the comparison of how closely the jurisdictions throughout the county are assessed to their market values (each bar represents a different assessor/appraiser). In general, the county assessed areas are assessed closer to their market values than the locally assessed, meaning, the county assessed areas are picking up more of tax burden than the locally assessed areas.
- County has time to react if work is not complete or completed unsatisfactorily. Currently we do not know until February 1 each year, leaving only about 6 weeks to review and make any necessary follow up or corrections.

Jurisdictions which chose to employ their own local assessor cite cost and local control as reasons for not contracting with the county. However, there is a big change coming with assessing licensing, which makes this a good time to review the options. On July 1, 2022, all assessors (who have been licensed for more than 4 years) will need to reach the Accredited Minnesota Assessor license level. Two out of the three current local assessors have indicated they will not be continuing. One will not be continuing after July 1, 2020.
Minnesota Statute 273.055 allows County Boards to elect to provide for the assessment of property by the county assessor by resolution. If Pine County was to elect this change before January 2, 2020, the change would be effective October 4, 2020 (90 days before the January 2, 2021 assessment date (October 4, 2020). Pine County could re-work the fee structure to make assessing less expensive for all jurisdictions (including those whom the county currently contracts with). Additionally, jurisdictions do still have their local board of appeal and equalization meetings to review the values and adjust them as they deem necessary.

**Additional Information:**
- The proposed fee schedule for 2021 could be as follows:

<table>
<thead>
<tr>
<th>Parcel Type</th>
<th>Per Parcel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Improved</td>
<td>$16</td>
</tr>
<tr>
<td>All Other Real Estate Parcels</td>
<td>$8</td>
</tr>
<tr>
<td>Personal Property Mobile Homes</td>
<td>$5</td>
</tr>
</tbody>
</table>

- The County would need to hire two new property appraisers effective October 1, 2020 at the latest, depending on the amount of work the locals complete prior to October 4, 2020.
- The cost of the two new property appraisers from October 1, 2020-December 31, 2020 is approximately $31,820. There will likely be no additional revenue in 2020 to help offset these costs.
- In 2021, there will be additional revenue (approx. $55,392) to offset with the cost of the two new property appraisers for the full year ($134,939).
- If this is not implemented, the Assessor’s office will need one additional staff to manage the local assessors ($67,469.50), as the existing staff cannot complete their work and sufficiently answer questions for the local assessors and review the work of the local assessors. This cost could be passed to the townships with local assessors. Currently the county charges those townships $1.50/parcel. This would need to increase to $6.19/parcel.
Assessing in Pine County

<table>
<thead>
<tr>
<th>County</th>
<th>Parcel Count</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>County</td>
<td>19,897</td>
<td>65.13%</td>
</tr>
<tr>
<td>Local</td>
<td>10,636</td>
<td>34.87%</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>30,503</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>

Key

- **County Assessed**
- **Local Assessed**
<table>
<thead>
<tr>
<th></th>
<th>Number</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>County</td>
<td>52</td>
<td>59.8%</td>
</tr>
<tr>
<td>Local</td>
<td>35</td>
<td>40.2%</td>
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<tr>
<td>Total</td>
<td>87</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

**Key**
- Blue = County Assessed
- Green = Local Assessed
Physically review 53 improved parcels in Barry Township. Here are the 16 corrections that I do not consider subjective. Some pictures are also provided as examples (these are not my new pictures, these are the locals pictures, showing the changes did not happen in the last 5 years).

<table>
<thead>
<tr>
<th>Parcel</th>
<th>Address</th>
<th>Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>03.0020.000</td>
<td>46701 Government Rd</td>
<td>Cabin was put in as minimum. Directions have always been minimum is only to be used if building is not rodent proof. Cabin was also listed as 12x20 but is actually 14x20</td>
</tr>
<tr>
<td>03.0023.000</td>
<td>46285 Government Rd</td>
<td>Shed 1 was put in as 12x8 but is 12x18 (this could have been a typo), Shed 2 was put in as 12x20, but is 12x22.</td>
</tr>
<tr>
<td>03.0028.000</td>
<td>45298 Government Rd</td>
<td>Deck runs entire length of structure (34’), but was valued as 26’</td>
</tr>
<tr>
<td>03.0031.020</td>
<td>46716 Greenway Ln</td>
<td>Cabin was put in as minimum. Directions have always been minimum is only to be used if building is not rodent proof.</td>
</tr>
<tr>
<td>03.0035.005</td>
<td>46595 Greenway Ln</td>
<td>Front portion was in as screen porch, can tell its heated (stove pipe), portion with large picture window in as shed.</td>
</tr>
<tr>
<td>03.0038.000</td>
<td>23178 Taylor Birch Rd</td>
<td>Valued as a 10x51 Mobile, but is actually 14x56 (pictures show it is the same home).</td>
</tr>
<tr>
<td>03.0039.000</td>
<td>XXX Katherine Lane</td>
<td>Can see improvements on aerial (2011 &amp; 2018). No improvement value. 2019 visit revealed camper and shed here. Property is in Sustainable Forest, so property has been receiving state payment on 3 acres of non-qualifying land.</td>
</tr>
<tr>
<td>03.0041.000</td>
<td>23035 Taylor Birch Rd</td>
<td>In 2017 site address was requested for property. Assessors are notified of this and are instructed to review properties for new construction (January 2, 2018). No improvements were valued by the local assessor, but in the April 2018 aerial a cabin and carport show. Values have now been added but structures were unvalued for 2 assessments.</td>
</tr>
<tr>
<td>03.0044.005</td>
<td>21090 Happys Dr</td>
<td>Home with attached garage measured 8’ too long.</td>
</tr>
<tr>
<td>03.0048.001</td>
<td>21383 Nelson Dr</td>
<td>Home measured at 28’ wide, but is 27’ wide</td>
</tr>
<tr>
<td>03.0054.002</td>
<td>43704 County Hwy 61</td>
<td>Home &amp; Addition measured at 26’wide, but is 27’wide</td>
</tr>
<tr>
<td>03.0069.000</td>
<td>44543 Government Rd</td>
<td>30x40 Detached Garage has stove pipe out roof, but is listed as unfinished. With stove pipe (heat), likely has some sort of finish/insulation atleast.</td>
</tr>
<tr>
<td>03.0069.001</td>
<td>44130 Government Rd</td>
<td>Has 2017 pictures of 12x16 old cabin which is here, but not valued.</td>
</tr>
<tr>
<td>03.0078.000</td>
<td>44153 Government Rd</td>
<td>Cabin in as “below average” – very average cabin. No picture of property since 2003.</td>
</tr>
<tr>
<td>03.0080.000</td>
<td>43771 Government Rd</td>
<td>No Cabin Valued, just a “gutted mobile home”, but 2019 visit reveals 12x33 cabin. 2011 &amp; 2018 aerials the same. There is a 2014 picture of a gutted mobile home, but this mobile home sits on 03.0069.000 and was valued here.</td>
</tr>
<tr>
<td>03.8800.300</td>
<td>Workman Mobile</td>
<td>Has 8x14 addition on backside on 2011 aerials, not valued. 8x10 Deck on 2017 picture, not valued.</td>
</tr>
</tbody>
</table>
03.0020.000, in as minimum and incorrectly measured.
03.0031.020, in as minimum
In as screen porch, but is heated, so not a screen porch.

This portion valued as pole building, but with large picture window, should assume part of the cabin.
03.0078.000 – In as below average, no pictures since 2003
03.0080.000 – same structure, not valued
AGENDA REQUEST FORM

Date of Meeting: December 17, 2019

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

☐ Personnel Committee
☐ Other _____________

Agenda Item: Jail Canteen Assignment

Department: Auditor-Treasurer

______________________________
Department Head signature

Background information on Item:

Pine County currently has 25 restricted or assigned accounts in our financial statements. Accounts sometimes are restricted by statute (Recorder Technology Fund for example), some accounts are restricted by grant agreement (MIECHV for example), and some accounts are assigned by the County Board (Technology Fund for example).

The Pine County Jail annually has a surplus in their Canteen Accounts which is then included in County’s unassigned fund balance. These surpluses are due to inmate spending on personal items and communications, therefore it is requested these funds are assigned to be used on purchases for benefit of the inmates. It is contemplated this will assist reduce the reliance on the county levy for these items.

Action Requested:

Consider assigning accounts 01-0251-000-0000-5869 (Jail Canteen Revenue), 01-0251-000-0000-6461 (Jail Canteen Expense), 01-0251-000-0000-5864 (Jail Inmate Communications Revenue), 01-0251-000-0000-6816 (Jail Inmate Communications Expense).

Financial Impact:

This will reduce the unassigned cash balance, but will create a fund balance to supplement purchases for the benefit of inmates.
### Historical Review of Canteen Surplus

#### Pine County

**USER-SELECTED BUDGET REPORT**

**Report Basis: Modified Accrual**

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Description</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Mo. 01 - 12</td>
<td>Mo. 01 - 12</td>
<td>Mo. 01 - 12</td>
<td>Mo. 01 - 12</td>
<td>Mo. 01 - 12</td>
</tr>
<tr>
<td>251 DEPT</td>
<td>County Jail</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01-251-000-0000-5864</td>
<td>Reimb Inmate Communications</td>
<td>33,357</td>
<td>34,905</td>
<td>25,402</td>
<td>24,570</td>
<td>63,623</td>
</tr>
<tr>
<td>01-251-000-0000-5869</td>
<td>Canteen Revenue Account</td>
<td>170,784</td>
<td>186,292</td>
<td>170,865</td>
<td>150,468</td>
<td>88,480</td>
</tr>
<tr>
<td>01-251-000-0000-6461</td>
<td>Canteen Expense Account</td>
<td>168,550</td>
<td>176,234</td>
<td>164,556</td>
<td>136,023</td>
<td>75,476</td>
</tr>
<tr>
<td>01-251-000-0000-6816</td>
<td>Inmate Communications Expense</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1,320</td>
<td>37,249</td>
</tr>
<tr>
<td>FUND 01</td>
<td>General Revenue Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Revenue</td>
<td>204,141</td>
<td>221,197</td>
<td>196,267</td>
<td>175,038</td>
<td>150,103</td>
</tr>
<tr>
<td></td>
<td>Expend.</td>
<td>168,550</td>
<td>176,234</td>
<td>164,556</td>
<td>137,343</td>
<td>112,725</td>
</tr>
<tr>
<td></td>
<td>Net</td>
<td>35,591</td>
<td>44,963</td>
<td>31,711</td>
<td>37,695</td>
<td>37,378</td>
</tr>
</tbody>
</table>

**Final Totals**

|                | Revenue                              | 204,141    | 221,197    | 196,267    | 175,038    | 150,103    |
|                | Expend.                              | 168,550    | 176,234    | 164,556    | 137,343    | 112,725    |
|                | Net                                  | 35,591     | 44,963     | 31,711     | 37,695     | 37,378     |
TO: Pine County Commissioners
FROM: David Minke, County Administrator
DATE: December 17, 2019
SUBJECT: Department of Human Services Request

The county has been notified by the Minnesota Department of Human Services (DHS) that there are three issues related to services and payments that need to be addressed. This notice has been sent to all counties.

The three payment issues identified by DHS are:

1. Substance Use Disorder for Institutes of Mental Disease (IMD). The cost share was improperly calculated from 2014-2018. This miscalculation by DHS will result in counties needing to repay DHS $8.8 million. The Pine County share is $47,639.59.

2. Federal changes requiring enhanced background checks for child care institutions that receive Title IV-E funds means that counties will not receive any federal funding for these costs until all background checks are completed.

3. Cash assistance repayments are needed for clients statewide, and while there is no hard cost to counties, county workers will need to do additional work.

Attached is the November 18, 2019 letter from DHS Commissioner Jodi Harpstead which indicates Pine County needs to repay $47,639.59 for chemical dependency treatment services that were provided over the last five years. DHS erred when it used federal Medicaid matching funds to pay for the care at some facilities that do not qualify under federal law. DHS has notified counties that repayment is required and that DHS is willing to work on repayment plans.

The Association of Minnesota Counties and the Minnesota Association of County Social Service Administrators have been working with counties and DHS to further develop and resolve this issue. AMC has requested that counties withhold payment until the 2020 legislative session as a satisfactory solution may require a legislative fix. Additionally, at the AMC Annual Conference on December 9, 2019, Governor Walz stated clearly that counties should not be responsible to pay for this DHS mistake.

Many counties have already indicated that they are not going to repay the funds. Director Foss and I request the county board to authorize a letter to DHS indicating Pine County's position to not repay the funds.
November 18, 2019

Dear County Partners:

As you may know, my first 90-day plan includes rooting out billing and payment problems in the Department of Human Services, being transparent about them, and using them to build a new system of process controls that prevents them from happening in the future.

I am reaching out to you today to make you aware of three issues which have surfaced that are likely to impact your budgets and/or staff time in the near-term as we work to identify and prevent similar issues going forward. We have consulted with staff of the Association of Minnesota Counties, the Minnesota Association of County Social Service Administrators and leaders of the affected tribal nations to discuss these issues and to collaborate in addressing them in the least disruptive ways possible.

We are working to re-build trust in the Department by applying our Office of Continuous Improvement’s skill in Lean Six Sigma Process Improvement to our rate-setting, payment, and billing systems. We are also initiating stop-gap measures to be sure we have strong sign-off procedures to prevent these problems in the future. Finally, we will be issuing an RFP out for a systems/process control consultant to review our plans to be sure we are not missing anything.

Issue #1: County Share for Substance Use Disorder (SUD) Institutes of Mental Disease (IMD) Payments

As you know, state law requires DHS to bill counties for a share of substance use disorder services and outlines the formula for calculating that share. From January 2014 through May 2019, the state used federal Medicaid funds to pay for substance use disorder treatment in IMD settings. Federal law requires us to reimburse the federal government for their share of those payments. As a result, DHS underestimated the county share for these payments and state law requires us to collect the additional share of the cost from counties. Attached is a chart outlining the fiscal impact to your county.

We understand the significance of this issue and the frustration it’s likely to cause. I want to work closely with county representatives to figure out how these funds can be recouped in a timeframe that best allows you to plan for and mitigate the impacts. We still have several decisions to make and we plan to engage you in next steps in the next few weeks as we carry out this process.

Issue #2: Title IV-E Payments

The federal Families First Prevention Services Act (FFPSA) requires that all individuals working in congregate care settings complete enhanced background checks, which include fingerprint-based criminal records checks of national crime information databases and child abuse registry checks for any adult working in a
Child Care Institution (CCI), which includes group homes, residential treatment centers, shelters, and other congregate care settings. Every employee must have enhanced background studies in order for a facility to be eligible for payment under Title IV-E. State law was amended this past session to comply with this requirement, effective July 1, 2019. As indicated in a bulletin that DHS issued in July and a more detailed recent bulletin, claims for Title IV-E payment after this date are not allowed for facilities not in compliance. State statute also gave March 1, 2020, as the date for facilities to come into compliance with this requirement. As a practical matter, it would not have been feasible to require facilities to come into compliance on the same date that the requirement, which was driven by federal law, went into effect. We understand that this discrepancy creates a hardship for the affected counties and tribes.

Because we are not aware of any CCI facilities in Minnesota that are currently in compliance, we regret that we are unable to reimburse claims submitted for Title IV-E funding for CCI facilities during this time period. We will follow up with you to provide additional data about preliminary claim totals.

We know that counties rely on guidance from OHS to implement changes in law and we did not issue our guidance on this issue in a timely manner. We are committed to working with you to help providers come into compliance with the background study requirements. We will convene meetings with counties, tribes, and providers soon to discuss potential options.

Issue #3: Cash Assistance Overpayment Recovery

Beginning in 2016, a new law took effect releasing cash assistance program participants from responsibility for repaying overpayments caused by county, tribal or state errors, unless a “reasonable person” would have noticed the error. Our guidance to counties and tribes resulted in some individuals incorrectly having to repay overpayments caused by administrative error. DHS is committed to repaying the amounts collected in error to these program participants. We are convening a short-term work group with counties, tribes, and Mid-Minnesota Legal Aid to determine the process for suspending claims and refunding money to people who should not have been required to pay funds. We anticipate some impact on county staff time and we regret this and will do all we can to make the process as minimally burdensome as possible. DHS will also issue a bulletin in the near future addressing how best to handle these kinds of overpayments.

Thank you for your patience as we address areas of concern by implementing continuous improvement processes and preventive measures. We are committed to learning from these issues and want to work with you to improve our processes. DHS’ County Relations Director, Eric Ratzmann, is working closely with me on these issues and can help with any questions you may have. Eric can be reached via email at eric.ratzmann@state.mn.us or by phone at (651) 431-2020.

Sincerely,

Judi Harpstead
Commissioner
To: Pine County Commissioners
From: David Minke, County Administrator
Date: December 10, 2019
Subject: Executive Order on Enhancing State and Local Involvement in Refugee Resettlement

On September 26, 2019, President Trump issued an executive order to allow greater participation of state and local government in the resettlement of refugees. Under the order, the governor of the state and the chief executive officer of the county must consent in writing to the resettlement. Governor Walz has indicated he will consent to resettlement.

Under U.S. law, a “refugee” is a person who is unable or unwilling to return to his or her home country because of a “well-founded fear of persecution” due to race, membership in a particular social group, political opinion, religion, or national origin.

The U.S. Government works with nine private agencies to accomplish the resettlement of refugees. The private agencies, such as Lutheran Social Services, provide the infrastructure, expertise, and resources to complete the resettlement. If possible, refugees are resettled with family members who are already in the country. In the last five years in Minnesota, 95% of all refugees have been resettled with family members.

There is no deadline for action. However, as a practical matter, the private agencies must submit certain information to the federal government by January 31st, and Lutheran Social Services has requested letters by January 21.

Willmar and Olmsted counties have already submitted letters. The letter is to be from the chief executive officer, which could be the county administrator. In other words, if the county board does not object, I could write the letter. The county board could also take a formal vote to direct the letter be written, or make a statement that the letter should not be written.
AGENDA REQUEST FORM
Date of Meeting: December 17, 2019

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

☐ Personnel Committee
☐ Other ______________

Agenda Item: Agreement with Wellness in the Woods

Department: HHS

[Signature]

Department Head signature

Background information on Item:

Over the few past years, there have been multiple conversations with community partners and stakeholders in which mental health has been identified as a priority area. These conversations have occurred at the 2017 Mental Health Forum held at the Grand Casino in Hinckley, through the Region 7E Adult Mental Health Initiative Community Conversations held in 2018, and through the on-going Pine County Mental Health Local Advisory Council meetings. Mental health has been identified as a priority area in the local public health assessment as well.

To be responsive to the community, HHS has worked to create an awareness of the services that are already available to community members and we have also looked at identifying ways to increase mental health services in a cost-efficient manner. HHS has been having conversations with Wellness in the Woods, which is a MN-based organization that provides peer-to-peer mental health support in a variety of ways. Wellness in the Woods has provided a warm support line to the region, and was recently awarded a contract to provide this service to the entire state.

Wellness in the Woods has agreed to provide monthly Imagine Network events in Pine County. The purpose of Imagine Network events is to create a peer socialization program to encourage residents, who are coping with mental illness, to socialize with one another and to become more involved in the community. Imagine Network events are currently held in central Minnesota, and through this agreement, our goal is to expand them into Pine County.

The 2020 HHS budget includes funding for increased mental health services. Given their experience in this type of activity and because Wellness in the Woods already provides
these services in an adjoining region and is willing to provide the service in Pine County, it is logical for them to provide this service to Pine County residents. Supervisor Barb Schmidt and Director Becky Foss have had several conversations with Wellness in the Woods and this agreement represents our expectations for this new service.

The attached agreement is for monthly Imagine Network events, which are scheduled to begin in December of 2019 and last through December 31, 2020, if the agreement is approved by the Pine County Board of Commissioners. The cost of each event shall not exceed $1,100. The events will occur in Pine County, with the first event scheduled to be held at the North Pine Government Center later this month. The agreement has been reviewed by the Pine County Attorney’s Office.

Throughout the next year, HHS will gather consumer feedback regarding the events, as well as feedback from Wellness in the Woods, to determine if the service is being adequately utilized. Based on current Pine County numbers at the adult drop-in center, and based on feedback from the Mental Health Local Advisory Council, Supervisor Schmidt and Director Foss believe that the events will be well-attended and will help to increase the amount and efficacy of mental health services in Pine County.

**Action Requested:**

Authorize Board Chairperson and County Administrator to sign the agreement.

**Financial Impact:**

As noted above, the cost of each event will not exceed $1,100. This is an annual cost of $13,200. The 2020 HHS budget includes funding for adding a program targeted at the provision of additional mental health services.
Purchase of Service Agreement

This Agreement is made and entered into by and between Pine County Health and Human Services, with the address of 315 Main St. South, Ste. 200; Pine City, MN 55063 (herein the "County") and Wellness in the Woods with address 738 3rd Avenue NW, Eagle Bend, MN 56446 (herein the "Contractor").

WHEREAS, the County has identified that there is a need for continued prevention, mental health outreach, and peer socialization; and

WHEREAS, the Contractor represents that it is duly licensed, qualified, and willing to perform such services; and

WHEREAS, the County wishes to purchase such services from the Contractor.

NOW THEREFORE, the County and the Contractor have established mutual understandings and agree to the following:

I. DEFINITIONS

Unless the context indicates otherwise, the terms in this Contract have the meanings given in this section

A. Commissioner. "Commissioner" means the Minnesota Commissioner of Human Services.

B. Contract. "Contract" means this Purchase of Service Agreement Contract.


D. Board. "The County" means Pine County.

E. Imagine Network. "Imagine Network” is a Peer Socialization Program created and operated by Wellness in the Woods, designed to encourage residents of Pine County, who are coping with a mental illness, to socialize with one another and to become more involved in the community.
II. TERMS OF CONTRACT

A. Contract Period. Notwithstanding the date of signatures by the parties, the Contract period is from December 1, 2019 through December 31, 2020 unless otherwise terminated or extended by law or provision of this contract.

B. Purpose. To provide monthly peer socialization program services through the Imagine Network to residents of Pine County.

C. Payment. The total amount to be paid for contract services for the time period of December 1, 2019 through December 31, 2020 shall not exceed $13,200 ($1,100 per monthly event).

D. Payment Rate(s).
   The Contractor shall accept payment monthly for services rendered. The Contractor will bill the County monthly. Each invoice shall certify expenditures and itemize expenses. Contractor may be reimbursed for mileage at up to the IRS rate per mile.
   1. It is understood and agreed by the parties that the county assume no responsibility or obligation to purchase from the Contractor any minimum amount of services.

E. Service Delivery and Contractor Obligations.

   1. Location. The Contractor shall provide all services at Pine County locations as designated by the Imagine Network’s facilitators.

   2. Contractor agrees to provide one Imagine Network events each month, with a calendar of events prepared and distributed at least one month prior to each event. Number of events each month and locations may be adjusted with approval by the County.

   3. Reporting: Contractor agrees to provide the County with monthly reporting on the number of attendees at each event.

   4. The Contractor shall comply with the County’s requests pertaining to ensure that all grant monitoring processes, reporting procedures, and other expectations as designated by Minnesota Department of Human Services are
AGREEMENT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND
WELLNESS IN THE WOODS
2019-2020

being followed.

F. Billing

1. The Contractor will bill the County monthly. Each invoice shall certify expenditures and itemize expenses. The invoice should also include the following (as applicable): the period of time covered by the invoice; a general description of the type of service(s) rendered; the number of hours of service rendered by type of service; and the date service(s) were rendered by type of service.

2. The Contractor agrees to provide this service for the entire contract term of this contract.

3. Time Limit for Billing. The Contractor agrees that invoices submitted more than 120 days following the last day of the quarter in which services were provided may, at the County’s discretion, be rejected for payment.

4. Billing rates will be reviewed quarterly to ensure adequate funding of the program.

G. Contract Termination.

1. With or Without Cause. This Contract may be terminated prior to the last day of the contract period by either party, with or without cause, by giving thirty (30) calendar days written notice to the other party pursuant to section II (G) (4) of this contract. This Contract shall be terminated on the date of contract termination specified in the written notice or thirty (30) calendar days after the written notice is postmarked, whichever is later.

2. NON-APPROPRIATION. NOTWITHSTANDING ANY PROVISION OF THIS CONTRACT TO THE CONTRARY, THIS CONTRACT MAY BE TERMINATED OR SUSPENDED BY EITHER PARTY IN THE EVENT SUFFICIENT FUNDS FROM THE COUNTY, STATE, OR FEDERAL SOURCES ARE NOT APPROPRIATED, OBTAINED OR CONTINUED AT LEAST AT THE LEVEL RELIED ON FOR THE PERFORMANCE OF THIS CONTRACT; AND THE NON-APPROPRIATION OF FUNDS DID NOT RESULT FROM ANY ACT OF BAD FAITH ON THE PART OF THE BOARD. IN THE EVENT OF SUCH TERMINATION OR SUSPENSION, CONTRACTOR SHALL BE ENTITLED TO PAYMENT, DETERMINED ON A PRO-RATED BASIS, FOR SERVICES SATISFACTORILY PERFORMED.

3. Contractor Default.
AGREEMENT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND
WELLNESS IN THE WOODS
2019-2020

a. Reasons for Default. Unless cured or excused by the occurrence of an uncontrollable circumstance, each of the following shall constitute default on the part of the Contractor:

1. Notwithstanding any provision in this Contract to the contrary, this Contract may be terminated by the County if the County determines:

   a) The Contractor made material misrepresentations to the County;

   b) The Contractor failed or will fail to fulfill any material provision of this Contract. The Contractor shall make every reasonable effort to maintain staff, facilities, and equipment to deliver services pursuant to this Contract. The Contractor shall notify the County in writing whenever the Contractor is unable to, or reasonably believes it is going to be unable to, render the agreed upon quality and/or quantity or services. Such notice shall be made by regular U.S. mail, or personal delivery to the Authorized Representative of the other party as defined in section II (G) (4) of this contract. Upon such notice the County shall determine whether such inability requires a modification or termination of this Contract.

   c) The Contractor made changes in policy or staff which, in the sole discretion of the County compromise the quality of services rendered;

b. Written Notice of Default. Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Contract under which the default, failure, or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events, or failure constituting the default and cure period. Notice of default shall be made by regular U.S. mail, or personal delivery to the Authorized Representative of the other party as defined in section II (G) (4) of this contract.

c. Cure Period. If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) days, or such additional time as may be specified in the Notice of Default or under the terms of this Contract, then the whole or any part of this Contract may be terminated by written Notice of Termination.

d. Withholding of Payment. Notwithstanding any other provision of this
AGREEMENT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND
WELLNESS IN THE WOODS
2019-2020

Contract the County may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is given, until the default is excused or cured, or the Contract is terminated.

4. Written Notice of Termination. Notice of termination shall be made by certified mail, receipt requested or personal delivery to the Authorized Representative of the party. For the purpose of written notices of default or termination, the Authorized Representative of the County shall be Social Services Supervisor Barbara Schmidt or his/her successor, and the Authorized Representative of the Contractor shall be Jode Freyholtz-London or his/her successor.

5. Duties of Contractor upon Termination. Upon delivery of the Notice of Termination, and except as otherwise provided, the Contractor shall:

   a. Discontinue performance of this Contract on the date and to the extent specified in the Notice of Termination;

   b. Complete performance of such terms as shall not have been canceled by the Notice of Termination;

   c. Return all Pine County property in their possession within seven (7) calendar days to the extent that it relates to the performance canceled by the Notice of Termination.

6. Duties of County upon Termination. Upon delivery of the Notice of Termination, and except as otherwise provided, the Board:

   a. Shall make, within thirty (30) calendar days of receiving final bill pursuant to section II (G) (7) (b) of this contract, final payment for any services satisfactorily provided up through the date of termination in accordance with the terms of this Contract;

   b. Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.

7. Effect of Termination.

   a. Liability and Rights. Termination of this Contract shall not discharge any liability, responsibility or right of any party which arises from the performance or failure to adequately perform the terms of this Contract prior to the effective date of termination. Nor shall termination discharge any obligation which by its nature would survive after the date of termination, including by way of illustration only and not limited to,
AGREEMENT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND
WELLNESS IN THE WOODS
2019-2020

standard assurances contained in the Contract.

b. Billable Service. Services rendered in accordance with this Contract after receipt of a notice of termination, but prior to the termination date, may be billed by the Contractor, if billed no more than thirty (30) days after the termination date.

c. Service Delivery. Unless the County directs otherwise, the Contractor shall continue to provide services in accordance to this Contract until the termination date. The Contractor shall not render any services on or after the termination date.

H. Disputes, Rights, Remedies and Waivers.

1. Disputes

a. Contract Manager Authority. Except as otherwise provided in this Contract or applicable law, any dispute concerning a question of fact arising under this Contract which is not disposed of by negotiation and agreement shall be decided by the Contract Manager, who shall reduce the decision to writing and provide a copy of such to the Contractor. The Contract Manager shall be the Pine County HHS Adult Mental Health Supervisor. The decision of the Contract Manager shall be final and conclusive unless within thirty (30) calendar days from the date of receipt of such copy the Contractor shall make written request for reconsideration to the Pine County HHS Director. Pending reconsideration by the Director under this Contract, the Contractor shall proceed diligently with the performance of this Contract in accordance with the Contract Manager’s decision.

b. Director’s Review, Reconsideration and Final Decision. Within thirty (30) calendar days after receiving a request for reconsideration, the Pine County HHS Director or designee (but not the Contract Manager) shall conduct a review of the question giving rise to the dispute and give reconsideration to the decision of the Contract Manager. In connection with such review and reconsideration, the Contractor shall be afforded an opportunity to be heard.

c. Upon completion of such review, the HHS Director shall reduce the decision made upon reconsideration to writing and provide a copy thereof to the Contractor and the Contract Manager. The decision(s) of the Director after reconsideration shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to
imply bad faith, or not supported by substantial evidence.

d. Rights Cumulative. All remedies available to either party under the terms of this Contract or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

e. Waiver. A waiver regarding any default shall not constitute a waiver for any subsequent default. A waiver regarding any breach of any provision of this Contract shall not be construed as a modification of the terms of the Contract.

I. Modifications. Any material change, alteration, or other modification of this Contract shall not take effect until after said modifications is reduced to a written addendum to this Contract and signed by all parties.

J. Data Privacy.

1. All data collected, received, maintained, created, or disseminated, or used for any purpose in the course of the Contractor’s performance of this Agreement shall be governed by: the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, hereafter referred to as "the Act", any other Minnesota Statute and Minnesota Rules implementing the Act now in force or hereafter adopted, and, applicable federal laws and regulations on data privacy. The Contractor agrees to strictly abide by the Act, other applicable Statutes, Rules, regulations and policies governing data practices as they are now and as they may be amended.

K. Entire Agreement. With respect to the services stated in this Contract, the Contract represents the entire agreement between the Contractor and County, and supersedes all previous agreements between the parties, as well as any written agreements or Contracts presently in effect.

L. Signing Authority. The person executing this Contract on behalf of a party to this Contract represents and warrants that they are duly authorized by that party to do so, and that his Contract is a valid and binding obligation of that party.

M. Contractor Debarment. The person executing this Contract on behalf of the Contractor does certify that the Contractor and its Principals:

1. Are not presently debarred, suspended, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local government department or agency;

2. Have not within a three-year period preceding this Contract: a) been convicted of or had a civil judgment rendered against them for the commission of fraud or a
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criminal offense in connection with obtaining or performing a public contract, b) violated any federal or state antitrust statutes, or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by any governmental agency for: a) the commission of fraud or a criminal offense in connection with obtaining or performing a public contract, b) the violation of any federal or state antitrust statutes, or c) committing embezzlement, theft, bribery, falsification of records, making false statements or receiving stolen property; and

4. Shall immediately give written notice to the Contract Manager should Contractor or any of its Principals come under investigation for allegations of any of the following.

For the purpose of this Paragraph N., the term " Principals" means officers, directors, owners, partners and persons having primary management or supervisory responsibilities within a business entity.

N. Extension Clause. The parties further understand and agree that this contract may extended for an additional period up to ninety (90) calendar days from the end date of this Contract in the event that a new contract between the parties is desired but not entered into prior to the expiration date contained in this Contract. The purpose of this extension is to ensure the existence of an uninterrupted contract in the event that a new contract is desired but is unable to be signed by the parties prior to the expiration date of this Contract. In the event that this Contract is extended pursuant to this clause, any change in fees contained in the subsequent contract may be made retroactive to the expiration date of this Contract, by mutual agreement of the parties.

O. Survival Clause. Any section of this Contract that by its terms contemplates or requires continuing effect following termination of this Contract shall survive such termination. Specifically, and without limitation, Section II (K).
III. Non-Discrimination. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination. Such action shall include, but not be limited to the following, employment; upgrading; demotion or transfer; recruitment or recruitment training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, marital status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:


2. Civil Rights Act of 1964, Executive Order 11246, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

3. The Rehabilitation Act of 1973, as amended, 29 U.S.C. §701, et seq. and 45 C.F.R. 84.3 (j) and (k) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to, or participation in, federally-funded services or employment.

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Stat. §181.81, which generally prohibits discrimination because of age.

5. The Equal Pay Act of 1963, as amended, 29 U.S.C. §206(d) and Minn. Stat §181.66 and §181.71, which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

6. Minnesota Statute Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age. Contractor shall provide a current certificate of compliance issued by the Commissioner of Human Rights pursuant to Minnesota Statute §363A.36, if applicable.

7. Minnesota Statute §181.59, which prohibits discrimination against any person by reason of race, creed, color in any state or political subdivision contract for materials, supplies or construction: Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the contract.

8. The Job Training Partnership Act of 1982, as amended and JTPA regulations which prohibit discrimination under any program funded in whole or in part with JTPA funds because of race, color, religion, sex, national origin, age, handicap, sexual orientation or political affiliation or beliefs. Although certain restrictions apply, generally persons cannot be denied participation in a JTPA simply because of their citizenship.

IV. Records Disclosure/Audit/Retention. Contractor’s books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor for a minimum of six (6) years, pursuant to Minnesota Statute §16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

Contractor shall also comply with the following financial requirements:

1. Use pre-numbered accounting documents for internal control over receipts, checks, and other related documents;
2. Segregate responsibilities: i.e. the person reconciling the bank statements shall not be the same person that issues the checks or handles receipting of cash;

3. Provide a statement indicating who is authorized to sign checks and checks shall not be signed by a signature stamp;

4. Reconcile bank statements on a monthly basis;

5. Provide annual verification of paid payroll taxes, unemployment taxes, and worker’s compensation taxes; and,

6. Annually submit an audited financial statement with a corresponding management letter.

V. Workers Health, Safety and Training. Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under the Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure that all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks the personnel are engaged in under this Contract. Contractor shall comply with the "Occupational Safety and Health Act" and the "Employee Right to Know Act", Minn. Stat. §182.65, et seq. where applicable.

VI. Data Privacy. All data created, collected, received, stored, used, maintained or disseminated by Contractor in performing the contract shall be subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, and the Minnesota Rules implementing the Act now in force or hereafter adopted, as well as federal laws on data privacy. The Contractor shall strictly comply with these statutes and rules as if it were a government entity provided that there shall be not duty on the part of Contractor to provide access to public data to the public if the public data are available from the County, except as otherwise required by the terms of the Contract. All subcontracts shall contain the same or similar data practices compliance requirements. The person employed by the Contractor to ensure compliance with the Minnesota Government Data Practices Act shall be Contractor’s authorized representative, unless the Contractor’s responsible authority is specified in the Contract, pursuant to Minnesota Statute §13.46, subd. 10(a) (4). The remedies available in Minnesota Statute §13.08 apply to the Contractor.

VII. Appeals. The Contractor shall assist the County in complying with the provisions of Minn. Stat. §256.045, Administrative and Judicial Review of Human Service Matter.

IX. Third-Party Beneficiary. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including but not limited to, rescission, damages or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to, and may recover from Contractor, reasonable attorney's fees and cost and disbursements associated with any action taken under the paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party of the Contract or any other third party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. §245.466, subd. 3; Minn. R. 9525.1870, subd. 2).

X. Psychotherapist. Contractor has and shall continue to comply with the provisions of Minn. Stat. 604.20, et. seq., as amended, with regard to any currently or formerly employed psychotherapist and/or applicants for psychotherapist positions.

XI. Independent Contractor Status. It is agreed by and between the parties to this contract that at all times and for all purposes hereunder, the Contractor is an independent contractor and not an employee of the county. No statement contained in this contract shall be construed so as to find the contractor to be an employee of the county, and the contractor shall be entitled to none of the rights, privileges, or benefits of county employees except as otherwise may be stated herein.

XII. Indemnification and Liability. Contractor shall indemnify, hold harmless and defend the County of Pine, its officers, agents, commissioners, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers, agents, commissioners, and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of:
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1. Any negligent or willful act of omission of Contractor, its agents, servants, officers, subcontractors, assignees, or employees, in the execution, performance, or failure to adequately perform Contractor’s obligations pursuant to this Contract which causes bodily injury, death, personal injury, property loss or damage to another; or

2. Bodily or personal injury, death, or property loss or damage to any applicant or eligible recipient either while participating in or receiving the care and services to be furnished under this Contract, or while on premises owned, leased, or operated by Contractor, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by Contractor or any officer, agent, subcontractor, assignee, or employee thereof; or

3. Any applicant or eligible recipient causing injury to, or damage to the property of another person during any time when Contractor or any officer, agent, subcontractor, assignee, or employee thereof has undertaken or is furnished the care and services called for under this Contract; or

4. Any claim or cause of action in equity or for damages arising out of employment or alleged employment by Contractor or discrimination in Contractor’s employment practices.

5. It is understood and agreed that the County’s liability shall be limited by the provisions of Minnesota Statute Ch. 466 (Tort Liability, Political Subdivision) or other applicable law.

XIII. Insurance Requirements. Contractor further agrees that in order to protect itself as well as the County under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force the following insurance protection in the limits specified:

1. A general liability insurance policy, written on an Occurrence basis, with limits for Bodily Injury and Property Damage in an amount not less than $1,500,000 for each occurrence, $1,500,000 Personal Injury and Advertising Injury for each occurrence, $3,000,000 Aggregate limit for Product Liability and Completed Operations liability claims and $3,000,000 Aggregate for any number of claims. Such policy shall include Contractual liability coverage protecting the County, its commissions, officers, agents, and employees by specific endorsement or certificate acknowledging the contract between Contractor and County, naming the County as an additional insured.

2. An Automobile liability insurance policy, if applicable, written on an Occurrence basis, in an amount not less than $1,500,000 per accident for
property damage and $500,000 for bodily injury and/or damages to any one person or a combined single limit of $1,500,000 for total bodily injuries and/or damages from any one occurrence, covering Contractor-owned, and non-owned and hired vehicles used regularly in the provision of services under this agreement. Such policy shall include the County, its commissioners, officers, agents, and employees as additional insureds.

3. A Worker’s Compensation insurance policy with limits as required by Minnesota Statute Section § 176.182 including Employees Liability coverage with limits not less than $100,000 each accident, for Bodily Injury by Accident, $100,000 each employee for Bodily Injury by disease and a $500,000 total policy limit for Bodily Injury by Disease.

4. An umbrella or excess liability policy, written on an occurrence basis, may be used in conjunction with primary coverage limits to meet the above requirements. Such policy shall include the County, its commissioners, officers, agents, and employees as additional insureds.

5. All insurance shall be placed with insurers with a current A.M. Best Rating of no less than A: VII.

6. Unemployment Compensation Insurance as required by law.

7. Prior to the effective date of this agreement and before work commences, Contractor shall provide evidence of all required coverage by furnishing an original Certificate of Insurance to the appropriate County Representative. Such Certificate shall be signed by a person authorized by the insurer to bind coverage, and shall provide a minimum of 60 days advance written notice of intent to cancel, suspend or reduce coverage.

8. The County may withhold payments for failure of Contractor to furnish proof of insurance coverage or to comply with the insurance requirements as stated above.

XIV. Non-Assignment and Subcontracting. The Contractor shall not enter into any subcontract for performance under this contract nor assign any interest in this contract without the prior written approval of Pine County and subject to such conditions and provisions as Pine County may deem necessary. Contractor shall be responsible for the performance of all subcontractors under this contract.

XV. Conflict of Interest. Contractor guarantees that no officer, employee, owner, agent, subcontractor, or assignee shall have any interest in and will no acquire any
interest, direct or indirect, that would conflict in any manner or degree with performance of this contract.

XVI. Income Tax Withholding Certificate. Pursuant to Minnesota Statute §270C.66, final payment under this contract will be withheld until the contractor furnishes the County with proof that payments have been made of all outstanding withholding taxes, penalties and interests. Proof shall be in the form of a certificate issued by the Commissioner of Revenue.

XVII. Personnel (Employees and Subcontractors) of the Contractor. The Contractor shall not be an individual, employ or subcontract with an individual, or use as a volunteer an individual who:

1. Has a conviction of, has admitted to, has an adjudication of delinquency for, has been charged with, is awaiting trial for, or there is substantial evidence indicating that the individual has committed:
   a. An act of physical abuse or sexual abuse as defined in Minnesota Statute §626.556 (Reporting of Maltreatment of Minors); and/or
   b. An act of abuse as defined in Minnesota Statute §626.5572 (Reporting of Maltreatment of Vulnerable Adults).

2. Has a conviction of, has admitted to, has an adjudication of delinquency for, has been charged with, is awaiting trial for, or a preponderance of the evidence indicates that the individual has committed:
   a. Neglect as defined in Minnesota Statute §626.556 or §626.5572 or abuse that is non-therapeutic conduct or illegal use of person or property as defined in Minnesota Statute §626.5572.

XVIII. Disabilities Act


XIX. Survival Clause

Any section of this Contract that by its terms contemplates or requires continuing effect following termination of this Contract shall survive such termination. Specifically, and without limitation, Section II, IV, V, X, and XI.
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IN WITNESS WHEREOF, the County and the Contractor have executed this Contract.

APPROVED AS TO FORM AND EXECUTION:

__________________________________________
Pine County Attorney

Date

Date: ________________________ By: ________________________
Chair, Pine County Board of Commissioners

ATTEST:

Date: ________________________ By: ________________________
Pine County Administrator

Date: ________________________ By: ________________________
Jode Freyholtz-London
Executive Director, Wellness in the Woods
**Attachment I**

**Addendum to Memorandum of Agreement Between the University of Minnesota and Pine County for providing Extension programs locally and Employing County Extension Staff**

This addendum replaces Table A in the Memorandum of Agreement. This Addendum will remain in place for the term of the Memorandum of Agreement and will be effective as of January 1, 2020.

Pine County agrees to provide the funds identified below to support the following Extension programs and positions:

<table>
<thead>
<tr>
<th>Program</th>
<th>Position</th>
<th>FTE</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture Education</td>
<td>Extension Educator</td>
<td>0.50 FTE</td>
<td>$48,354</td>
</tr>
<tr>
<td>4-H Program</td>
<td>Extension Educator</td>
<td>1.0 FTE</td>
<td>$75,256 (no change)</td>
</tr>
</tbody>
</table>

Total $123,610

The parties by their respective authorized agents or officers have executed this addendum.

**COUNTY of Pine County**

Regents of the University of Minnesota

**BY**

Joshua Mohr, Chair
Pine County Board of Commissioners

**DATE** December 17, 2019

**BY**

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

**DATE** December 17, 2019
AGENDA REQUEST FORM

Date of Meeting: ___December 17, 2019____________________

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

☐ Personnel Committee
☐ Other _____________

Agenda Item: Proposed Resolution Approving Purchasing from Commissioner Mohr’s business

Department: Administration

[Signature]

Department Head signature

Background information on Item:

Commissioner Mohr is the owner of the Napa Auto Parts store in Pine City. The County, consistent with its “buy local” policy, has historically purchased parts from the store.

Minnesota Statutes prohibit a county commissioner from having direct or indirect interest in business with the County (Minnesota Statutes section 382.18). The exception is that a county commissioner may engage in business with the County where the County Board, by unanimous vote, allows the business transactions and that such transactions do not require a bid under Minnesota Statutes (section 471.88 subdivisions 1 and 5). Given that the total annual purchases are $25,000 or less, a bid is not required (Minnesota Statutes section 471.345 subdivision 5).

The county is not required to adopted a resolution each year. However, commissioners have indicated a desire to consider it on an annual basis.

Action Requested:

Consider Resolution 2019-60 allowing the County to conduct business with Mohr Parts and Supplies Inc. owned by Commissioner Mohr. Commissioner Mohr should abstain from the vote.
Resolution Authorizing Purchases from Mohr Parts and Supplies Inc.

Resolution 2019-60

WHEREAS, Minnesota Statutes section 382.18 generally prohibits a county official from having a direct or indirect interest in any business to which the county is a party unless an exception under Minnesota Statutes section 471.88 applies;

WHEREAS, section 471.88 subdivisions 1 and 5 allow the county to contract with an interested county official where the contract is approved by unanimous vote of the county board and the amount of the contract is $25,000 or less per Minnesota Statutes section 471.345 subdivision 5;

WHEREAS, the county board encourages the county to purchase from local suppliers;

WHEREAS, Commissioner Josh Mohr purchased Mohr Parts and Supplies Inc. in Pine City;

WHEREAS, the county has used Mohr Parts and Supplies Inc. as one of its suppliers since 1972;

WHEREAS, the amount of the purchases is much less than $25,000 annually;

WHEREAS, the county’s purchases historically account for less than one percent of Mohr Parts and Supplies Inc.’s total annual sales;

WHEREAS, Commissioner Josh Mohr abstained from the vote on this resolution; and
WHEREAS, the Pine County Board of Commissioners makes this resolution to
document the propriety of the contract and to authorize payment thereunder.

NOW, THEREFORE, BE IT RESOLVED, that the Pine County Board of
Commissioners authorizes the county to continue to purchase from Mohr Parts and Supplies Inc.
when it is the most economical supplier available by either quotations or in the open market.

Dated this 17th day of December, 2019.

_________________________________________
Josh Mohr, Chair
Pine County Board of Commissioners

Attest:

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