AGENDA

PINE COUNTY BOARD OF COMMISSIONERS
ORGANIZATIONAL and
REGULAR MEETING

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

Tuesday, January 8, 2019, 8:00 a.m.
Board Room, Pine County Courthouse
635 Northridge Drive NW
Pine City, Minnesota

A) Call meeting to order (County Administrator)

B) Pledge of Allegiance

C) Election of County Board Chair and Vice-Chair for 2019

D) 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.

E) Adopt Agenda

F) 2019 Committee Assignments and other appointments

G) 2019 County Board Schedule

H) Approve Minutes of December 18, 2018 County Board Meeting and Summary for publication.

I) Minutes of Boards, Committees and Correspondence
   Pine County Land Surveyor Monthly Report – December 2018
   Pine County Housing and Redevelopment Authority Regular Meeting Minutes – November 21, 2018

J) 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. December, 2018 Disbursements
2. **Application for Exempt Permit**  
Consider approval of Application for Exempt Permit from W.I.N.D.O.W. (Women in Need Depending on Other Women) to conduct Minnesota lawful gambling on January 31, 2019 at Doc’s Sports Bar and Grill, 34427 Majestic Pine Drive, Sturgeon Lake, MN (Windemere Township).

3. **Application for Local-Option Disaster Abatement**  
Consider approval of Local-Option Disaster Abatement Application for Shawn Roos, 77807 Stepan Road, Willow River, PID 17.0216.000, pay 2018 due to fire 02/05/18.

4. **Donation**  
Consider acceptance of the following donations and designate to the Pine County Sheriff’s Office K-9 program:  
   A. $255.64 - received through a fundraiser held at the Voyageur Bottle Shop in Pine City  
   B. $245 - received through a fundraiser held at the Firehouse Liquor Store in Hinckley in conjunction with the Minnesota Municipal Beverage Association.

5. **Addendum to MEnD Medical Services Agreement**  
Consider approval of Addendum to MEnD Medical Services Agreement to add 60 hours of health technician services. There is no financial impact as health technician services costs are included in the 2019 jail budget. Authorize Board Chair and County Administrator to sign.

6. **Child Welfare/Juvenile Justice Screening Grant**  
Consider approval of the Child Welfare/Juvenile Justice Screening Grant in the amount of $16,279. Authorize Board Chair to accept and sign the Acceptance of Pine County Award.

7. **Health & Human Services Contract with Arrowhead Transit**  
Consider approval of the Arrowhead Transit contract with Health & Human Services for transportation services to eligible social service clients. The agreement is from January 1, 2019 through December 31, 2020; the administrative rate for the service is 38 cents per mile; mileage reimbursement rate is set according to the IRS mileage rate. Authorize Board Chair and County Administrator to sign.

8. **Health & Human Services Contract with Jennifer White for Clinical Supervision Services**  
Consider approval of a one-year contract (January 1 – December 31, 2019) between Pine County Health & Human Services and Jennifer White for clinical supervision services. The cost is $120 per hour for a maximum of four hours per month. Authorize Board Chair and County Administrator to sign.

9. **New Hire**  
Consider approval of the hiring of Social Worker Nicholas Louden, effective January 23, 2019, contingent upon successful background check. Grade 10, step 2, $25.01 per hour.

10. **Training**  
A. Consider approval of Probation Corrections Agent Devin Petersen to attend multiple trainings at Camp Ripley: (1) Predatory Offender Registration training and Core Correctional Practices: January 1, January 10-11, 2019: Lodging: $32.50; Meals: $31.80. (2) Motivational Interviewing Level II – Part I and LS/CMI Risk Assessment: February 4-7, 2019: Lodging: $32.50 x 3 = $97.50; Meals: $71.55 (four meals). (3) Motivational Interviewing Level II (Part II); Agent
Safety/Search & Seizure/Critical Incident Stress Management; ICOTS): March 4-6, 2019:
Lodging: $32.50 x 2= $65; Meals: $55.65 (seven meals). Agency vehicle used for all travel. Total cost: $354. Funds are available in the 2019 Probation budget.

B. Consider County Administrator David Minke, Commissioner Steve Hallan and any other commissioner who desires, to attend the AMC Legislative Conference, February 13-14, 2019 at the InterContinental Hotel, St. Paul. Per attendee: Registration/$300; Lodging/$183.33 per night. Parking fee/$21 per day. Funds are available in the 2019 Commissioner and Administrator budget.


REGULAR AGENDA

Recess Regular Board meeting and Convene Rail Authority meeting.

1. **Pine County Regional Railroad Authority Annual Meeting**
   Appoint Chair, Vice Chair, Secretary and Treasurer
   (2018 appointments were Chair: Steve Hallan; Vice Chair: Steve Chaffee; Secretary: County Administrator David Minke/non-voting; and Treasurer: Auditor/Treasurer Cathy Clemmer/non-voting)
   Discussion of Regional Rail Authority business (if any).

Adjourn Rail meeting and Reconvene County Board meeting.

2. **Facilities Committee Report**
The Facilities Committee met January 2, 2019 (Minutes attached). The Facilities Committee made the recommendation to approve the sublease from the City of Pine City to the Chamber of Commerce for 2019. Other items are informational only.

3. **John Wright Building Resolution**
Consider entering into a Joint Resolution (Pine County Resolution 2019-02) between the East Central School Board of Education and Pine County Board of Commissioners transferring to Pine County the John Wright Collaborative Building, property, and all other structures on site. Authorize Board Chair and County Administrator to sign.

4. **Per Diems**
Consider Resolution 2019-03 establishing per diems for various board and committees. Authorize Board Chair and County Administrator to sign.

5. **Request for Bids for Official Publication for 2019**
Award bid.

6. **Commissioner Updates**
   Arrowhead Counties Association – Annual Dinner and Reception
   Cancelled: NLX
   Northeast Minnesota Emergency Communications Board
Zoning Board
AIS Annual Stakeholder meeting

7. **Other**

8. **Upcoming Meetings (Subject to Change)**
   a. Pine County Board Meeting, Tuesday, January 8, 2019, 8:00 a.m., Board Room, Courthouse, Pine City, Minnesota.
   b. Soil & Water Conservation District, Wednesday, January 9, 2019, 2:00 p.m., 130 Oriole Street East, Sandstone, Minnesota.
   c. Mille Lacs Band of Ojibwe, Friday, January 11, 2019, 1:00 p.m., MLBO Community Center, Hinckley, Minnesota.
   d. East Central Solid Waste Commission (ECSWC), Monday, January 14, 2019, 9:00 a.m., 1756 180th St., Mora, Minnesota.
   e. East Central Regional Library, Monday, January 14, 2019, 9:30 a.m., 244 South Birch Street, Cambridge, Minnesota.
   f. Pine County Chemical Health Coalition, Monday, January 14, 2019, 3:00 p.m., East Central High School, Finlayson, Minnesota.
   g. Special Meeting-Committee of the Whole (Strategic Planning), Tuesday, January 15, 2019, 9:00 a.m., Board Room, Courthouse, Pine City, Minnesota.
   h. Arrowhead Counties Association, Wednesday, January 16, 2019, 6:00 p.m., Hampton Inn, Duluth, Minnesota.
   i. Pine County Board Meeting, Tuesday, January 22, 2019, 10:00 a.m., Pine County History Museum, 6333 H C Andersen Alle, Askov, Minnesota.

9. **Adjourn**
<table>
<thead>
<tr>
<th>Outside Boards and Committees</th>
<th>2018 Representative</th>
<th>2018 Alternate</th>
<th>2019 Representative</th>
<th>2019 Alternate</th>
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<tbody>
<tr>
<td>AMC Committee – Environment &amp; Natural Resources</td>
<td>Mohr</td>
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<td>AMC Committee – General Government</td>
<td>Mikrot</td>
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<td>AMC Committee – Health &amp; Human Services</td>
<td>Chaffee</td>
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<td>AMC Committee – Public Safety Policy Committee</td>
<td>Hallan</td>
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<td>AMC Committee – Transportation &amp; Infrastructure</td>
<td>Ludwig</td>
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<td>AMC Committee – Indian Affairs Advisory Council</td>
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<td>Chaffee</td>
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<td>Arrowhead Counties Association (ACA)</td>
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<td>Association of Minnesota Counties (AMC)</td>
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<td>Carlton IWIP Policy Committee</td>
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<td>Central MN Jobs and Training Service</td>
<td>Hallan</td>
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<td>Central Regional EMS Committee</td>
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<td>Mikrot</td>
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<td>East Central Regional Development Commission (ECRDC)</td>
<td>Mikrot</td>
<td>Hallan</td>
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<td>East Central Regional Juvenile Center (ECRJC) Advisory Committee</td>
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<td>East Central Regional Library</td>
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<td>East Central Solid Waste Commission (ECSWC)</td>
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<td>Extension Committee</td>
<td>Chaffee/Mohr</td>
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<td>Fiber-Optic Joint Power Board</td>
<td>Hallan</td>
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<td>GPS 45-93 Joint Powers Board</td>
<td>County Administrator</td>
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<td>Insurance Committee</td>
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<td>Lakes and Pines Community Action Council (CAC)</td>
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<td>Law Library</td>
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<td>Lower St. Croix IWIP Policy Committee</td>
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<td>Lower St. Croix IWIP Technical Committee</td>
<td>Land and Resources Manager Caleb Anderson</td>
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<td>Northeast Minnesota Area Transportation Partnership</td>
<td>Hallan</td>
<td>Mikrot</td>
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<td>Northeast Regional Emergency Communications Board (formerly NE MN Regional Radio Board)</td>
<td>Hallan</td>
<td>Chief Deputy Paul Widenstrom</td>
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<td>NLX</td>
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<td>Mikrot</td>
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<td>Snake River Watershed Joint Powers Board</td>
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<td>Soil &amp; Water Conservation District</td>
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<td>Mohr</td>
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<td>State Community Health Services Advisory Committee (SCHSAC)</td>
<td>Hallan</td>
<td>Community Health Services Administrator Samantha Lo</td>
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<td>County Established Committees</td>
<td>2018 Appointment</td>
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<td>Budget Committee</td>
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<td>Economic Development</td>
<td>Mikrot/Mohr</td>
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<td>Facilities Committee</td>
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<td>GIS Committee</td>
<td>Hallan/Mohr</td>
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<td>Government Operations</td>
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<td>Health &amp; Human Services</td>
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<td>Investment Committee</td>
<td>Ludwig/Hallan</td>
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<td>Land/Zoning Advisory Committee/</td>
<td>Chaffee/Ludwig*</td>
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<td>*Liaison to Planning Commission</td>
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<td>Legislative Committee</td>
<td>All</td>
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<td>Mille Lacs Band of Ojibwe Liaison</td>
<td>Hallan/Chaffee</td>
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<td>Negotiations (Labor Relations) Committee</td>
<td>Chaffee/Mohr</td>
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<td>Personnel Committee</td>
<td>Chaffee/Ludwig</td>
<td>Mohr</td>
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<td>Pine County Chemical Health Coalition (formerly Methamphetamine Task Force)</td>
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<td>Technology Committee</td>
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<td>Transportation Committee</td>
<td>Hallan/Mikrot</td>
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<thead>
<tr>
<th>Other Appointments</th>
<th>2018 Appointment</th>
<th>2019 Appointment</th>
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<tbody>
<tr>
<td>Equal Employment Opportunity Coordinator required by section 3.2 of the County Policy and Procedure Manual</td>
<td>Jackie Koivisto</td>
<td>Jackie Koivisto</td>
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<tr>
<td>AMC Delegate Appointments (county is authorized 1 delegate for each commissioner and three additional delegates)</td>
<td>Steve Hallan, Josh Mohr, Steve Chaffee, John Mikrot, Jr.</td>
<td>Matt Ludwig, Mark LeBrun, Becky Foss, David Minke</td>
</tr>
<tr>
<td>Northeast Minnesota Regional Advisory Committee (RAC)</td>
<td>Sheriff Jeff Nelson</td>
<td>Sheriff Jeff Nelson</td>
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WORKING DRAFT

2019 Pine County Board of Commissioner Meeting Schedule

{TO BE CONSIDERED FOR ADOPTION AT ITS JANUARY 8, 2019 MEETING}

- The meetings on the ___________ of the month begin at ____ __ __.m. and are held at the Pine County Courthouse, Boardroom, Pine City;

- The meetings on the __________ of the month begin at _____ __ __.m. and are held at the Pine County History Museum, 6333 H C Anderson Alle, Askov (and at the North Pine Government Building, Sandstone upon completion), unless otherwise noted below:

Projected dates if 1st & 3rd Tuesdays:
January 8th and 22nd (January 8th meeting is the first Tuesday after the first Monday; the 22nd date is the Tuesday/2 weeks later)

February 5th and 19th
March 5th and 19th
April 2nd and 16th
May 7th and 21st
June 4th and 18th
July 2nd and 16th
August 6th and 20th
September 3rd and 17th
October 1st and 15th
November 6th and 20th
December 3rd and 17th

Board of Equalization, June 17, 2019 at 6:00 p.m., Pine County Courthouse, Boardroom, Pine City.

Truth in Taxation, December 5, 2019, at 6:00 p.m.¹, Pine County Courthouse, Boardroom, Pine City. This meeting is required by MS 275.065 and may not be held before 6:00 PM.

Facilities 1st Wednesday -- 9:00 a.m.
Personnel 2nd Tuesday -- 9:00 a.m. (Need to set January meeting)
Technology 4th Tuesday of even numbered months (February, April, June, August, October, December) – 9:00 a.m.

¹ Statutorily this meeting must be held between November 25 – December 30. Sticking to our schedule, the 2019 date would be December 5th at 6:00 p.m.
MINUTES
OF THE
PINE COUNTY BOARD MEETING
Regular Meeting
Tuesday, December 18, 2018 - 10:00 a.m.
6333 H C Andersen Alle, Askov, Minnesota

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

The Pledge of Allegiance was said.

Commissioner Ludwig presented Chair Hallan with a Certificate of Appreciation in recognition and appreciation of Commissioner Hallan’s service as Chair of the Pine County Board of Commissioners for the year 2018.

Chair Hallan called for public comment. Pine County resident Morrie Carlson commented on the increase in his property tax valuations and buffer concern.

Chair Hallan called for revisions to the Agenda.

1. Addition: G) Minutes of Boards, Reports and Correspondence: Meshakwad Community Center Open House Invitation
2. Additional Information for Regular Agenda Item 10: Establish Date for 2019 County Board Strategic Planning Session.
3. Addition: Regular Agenda Item 10A: Consider Resolution 2018-73 to Serve as Sponsor for the City of Pine City for a Transportation Alternatives Program Grant.

Commissioner Ludwig moved to adopt the amended Agenda. Second by Commissioner Mikrot. Motion carried 4-0.

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

Commissioner Mikrot moved to approve the Minutes of the December 6, 2018 Truth in Taxation meeting. Second by Commissioner Ludwig. Motion carried 4-0.

Minutes of Boards, Reports and Correspondence
East Central Regional Library Board Minutes – October 8, 2018
Pine County Chemical Health Coalition Minutes – December 10, 2018
Pine County Zoning Board Minutes – October 25, 2018

Motion by Commissioner Ludwig to acknowledge the Minutes of Boards, Reports and Correspondence. Second by Commissioner Mikrot. Motion carried 4-0.

Commissioner Ludwig moved to approve the amended Consent Agenda. Second by Commissioner Chaffee. Motion carried 4-0.
CONSENT AGENDA

1. **Approve November, 2018 Cash Balance**
   
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<tr>
<th>Fund</th>
<th>November 30, 2017</th>
<th>November 30, 2018</th>
<th>Increase(Decrease)</th>
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<tr>
<td>General Fund</td>
<td>5,490,799</td>
<td>6,043,554</td>
<td>552,754</td>
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<tr>
<td>Health and Human Services Fund</td>
<td>1,584,770</td>
<td>2,351,634</td>
<td>766,864</td>
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<tr>
<td>Road and Bridge Fund</td>
<td>1,332,906</td>
<td>(25,902)</td>
<td>(1,358,808)</td>
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<tr>
<td>Land Management Fund</td>
<td>1,948,358</td>
<td>1,875,569</td>
<td>(72,789)</td>
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<tr>
<td>TOTAL (inc non-major funds)</td>
<td>12,186,783</td>
<td>13,771,681</td>
<td>1,584,898</td>
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2. **Application for Local-Option Disaster Abatement**
   
   Approve the Application for Local-Option Disaster Abatement for Jennifer Burlak, 3447 State Hwy. 23, Askov, PID 34.0025.000, pay 2018.

3. **Approval of Licenses**
   
   A. Tobacco Licenses:
   
   Approve tobacco licenses for the following: Bear Creek Tavern, Bear’s Den, Beroun Crossing Market, Casey’s General Store #3520, Casey’s General Store #3445, Chengwatana Country Club, Chris’ Food Center – Pine City, Chris’ Food Center - Sandstone, Crossroads Convenience Store, Daggett’s Super Valu, Dave’s Oil Corp., Denham Run Bar & Grill, Duquette General Store, Family Dollar Store, Family Dollar Store-Sandstone, Finlayson Municipal Liquor Store, Froggies (Tadpoles), Hinckley Firehouse Liquor, Holiday Station Stores #6, 226, and 258 (3), Kurt’s Station, Kwik Trip, Main Street Grocery, Mini Mart #1, Minit Mart (2), Murphy’s, Nickerson Bar & Motel, Inc., Off the Road Bar & Grill, Petry’s Bait Company, Pine City Tobacco, Rich’s Bar, Rocking K Lazy E Banning Junction Lounge, Rocking K Lazy E Convenience Store, Sandstone Arco, Sandstone Petro Plus, Side Tracked, Slim’s Service, Inc., Squirrel Cage, Super Smokes, Speedway #4500, Tobies Station, Inc., Wal-Mart Supercenter #2367, West Beroun Liquors.

   B. Temporary Liquor License
   
   Approve a temporary liquor license for the Minnesota Climbers Association on January 5, 2019 at the Audubon Center of the North Woods, 56165 Audubon Drive, Sandstone, MN.

4. **Reinstatement Contract**
   
   Approve Resolution 2018-68 for the reinstatement of the state contract with Daniel Johnson, PID 526686.

5. **Designation of Depositor of County Funds**
   
   Approve Resolution 2018-69 designating incoming Appointed Auditor/Treasurer Kelly M. Schroeder the Depositor of Funds. Authorize Board Chair and County Administrator to sign.

6. **2018 Assessment Clerical Corrections List**
   
   Review list of 2018 assessment clerical corrections.

7. **Agreement Between Health & Human Services and Therapeutic Services Agency (TSA) for Clinical and Reflective Practice Supervision**
   
   Approve an Agreement between Health & Human Services and Therapeutic Services Agency (TSA) to provide required clinical supervision to children’s mental health case management
8. **Grant Contract Between Pine County and the Minnesota Department of Human Services**
   Approve a grant contract between Pine County and the Minnesota Department of Human Services which provides direction to the state and county as to the administration of the respite care grant. The term of this grant contract is January 1, 2019 through December 31, 2019. Authorize Board Chair and County Administrator to sign.

9. **Contract Between Pine County Health & Human Services and Pine Habilitation and Supported Employment (PHASE)**
   Approve a contract between Health & Human Services (HHS) and Pine Habilitation and Supported Employment (PHASE) for services, and designation of associated costs, provided by PHASE to HHS. The contract is effective January 1, 2019 through December 31, 2019. Authorize Board Chair and County Administrator to sign.

10. **Contract Between Pine County Health & Human Services and the Minnesota Department of Human Services**
    Approve a contract between MN Department of Human Services and Pine County Health and Human Services for adult mental health services and associated funding. The contract is effective January 1, 2019 through December 31, 2020. Authorize Board Chair and County Administrator to sign.

11. **Host County Contract between Health & Human Services and Therapeutic Services Agency, Inc. (TSA)**
    Approve the Lead County Agreement between Pine County Health and Human Services and Therapeutic Services Agency, Inc. This contract is effective for the period of January 1, 2019 through December 31, 2019. Authorize Board Chair and County Administrator to sign.

12. **Donations**
    Approve acceptance of multiple donations totaling $750 to the Pine County Sheriff’s Office for the Shop with A Cop Program.

13. **Personnel**
    A. Approve the regular employment status for Child Support Enforcement Aide Kari Dutcher, effective December 26, 2018.
    B. Approve the promotion of full-time Corrections Officer James Reiser to full-time jail sergeant effective January 6, 2019. Grade 9.

14. **Training**
    Approve Property Appraiser Molly Benoit to attend Assessment Administration, January 7-10, 2019, in St. Cloud, to work towards completing her Accredited Minnesota Assessor License requirements. Cost of Basic Income Approach course: $380; Lodging: $93 per night plus taxes (x3 nights); Meal Reimbursement: Up to $60 per course (dinner only, breakfast and lunch included with the registration). A county vehicle will be used, no mileage will be incurred. Total cost: $659.
REGULAR AGENDA

At 10:10 a.m. Chair Hallan recessed the County Board meeting and opened the Regional Railroad Authority meeting.

1. **Pine County Regional Railroad Authority Meeting**
   Land Services Director Schroeder explained that the Soo Line Trail Rules and Safety Regulations Ordinance has been updated to parallel Aitkin and Carlton Counties’ Ordinance. Schroeder reviewed the amendments, which include revisions to definitions and allowable special events. Commissioners inquired as to the management of the signage along the trail and the appropriate venue to address ordinance amendments concerning the Soo Line Trail.
   Chair Hallan opened the public hearing at 10:15 a.m. There being no comments, Chair Hallan closed the public hearing at 10:15 a.m.
   **Motion** by Commissioner Mikrot to adopt Ordinance 2018-55 amending the Pine County Soo Line Ordinance and approve summary for publication. Second by Commissioner Ludwig.
   Motion carried 4-0.

There being no further business, the Regional Railroad Authority meeting was adjourned at 10:16 a.m. and the County Board meeting was reconvened.

2. **Retirement of Ben Neubauer**
   The County Board recognized the retirement of Adult Mental Health Social Worker Ben Neubauer, effective January 10, 2019, and his 18+ years of service to Pine County.

3. **Presentation on Opioid Grant**
   MaryJo Katras from the University of MN Extension and Laura Palombi from the University of MN-College of Pharmacy presented information, and goals, on the Substance Abuse and Mental Health Services Administration (SAMHSA) grant. The grant focuses on building local capacity to address the opioid and substance abuse challenges faced by rural Minnesotans.

4. **Personnel Committee**
   Commissioner Ludwig provided an overview of the December 11, 2018 Personnel Committee meeting.
   The Personnel Committee made the following recommendations:
   A. **Health and Human Services**
      i. Approve the hiring of a Social Worker to conduct MN Choices Assessments and to backfill any vacancies created by internal promotion or lateral transfer.
   B. **Sheriff’s Office – Jail**
      i. Ratify the termination of part-time probationary Corrections Officer Andrea Merrell, effective November 14, 2018 and to approve backfilling the position.
      ii. Acknowledge the resignation of part-time Corrections Officer Lance Martens, effective November 28, 2018, and approve the hiring of a part-time Corrections Officer.
      iii. Acknowledge the resignation of full-time Corrections Officer Nicholas Frisch, effective November 28, 2018, and approve the hiring of a full-time Corrections Officer.
      iv. Acknowledge the resignation of full-time Corrections Officer Scott Arhart, effective December 6, 2018, and approve the hiring of a full-time Corrections Officer.
C. **Administration**

i. Establish the 2019 Board Chair annual salary at $23,044.
   Establish the 2019 Commissioner annual salary at $21,844 and the per diem for attending certain meetings at $100.

ii. Establish the Commissioner and Employee mileage reimbursement rate for 2019 is to follow the federal IRS rate for business mileage, which has been set at 58¢ per mile.

iii. Establish the 2019 annual salary for County Attorney Reese Frederickson at $116,770.
    Establish the 2019 annual salary for County Sheriff Jeff Nelson at $105,512.

iv. Approve the proposed 2019 Non-Union Salary Schedule which contains a 3% COLA increase and approve a 3% COLA for non-union, non-elected employees.

v. Approve the proposed 2019 county contributions towards health insurance premiums for non-union employees and elected officials.

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<thead>
<tr>
<th>Plan Options</th>
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<td>H.S.A. High Value Family</td>
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vi. Approve the promotion of Lorri Houtsma from Senior Property Appraiser to County Assessor/Recorder at a Grade 14, effective January 1, 2019, with a starting annual salary of $68,640, FLSA exempt. Appointment as County Recorder will be effective January 1, 2019 and appointment as County Assessor will be effective January 16, 2019 pending approval of her MN Assessor license. Approval is given to backfill a Property Appraiser position.

**Motion** by Commissioner Ludwig to approve the recommendations of the Personnel Committee. Second by Chaffee. Motion carried 4-0.
5. **2019 Pine County Property Tax Levy and Budget**

County Administrator David Minke presented the 2019 Pine County property tax levy at $18,790,664 and the 2019 operating budget.

### BUDGET SUMMARY 2019

<table>
<thead>
<tr>
<th>DEPT</th>
<th>DEPARTMENT</th>
<th>REVENUES</th>
<th>EXPENDITURES</th>
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DEPT 2012A CTHSE BONDS  REVENUES  EXPENDITURES
# DEPARTMENT
40-810 2012A COURTHOUSE BONDS  1,009,470  947,100

DEPT 2017A G.O. CIP BONDS  REVENUES  EXPENDITURES
# DEPARTMENT
41-810 2017A G.O. CIP BONDS  341,998  292,338

DEPT EQUIPMENT  REVENUES  EXPENDITURES
# DEPARTMENT
43-801 EQUIPMENT  100,000  100,000

TOTAL ALL FUNDS  45,823,466  45,925,181

The 2019 operating budget balanced using current year revenue and planned use of reserves from the Kanabec-Pine Community Health Board equity funds and the General Fund reserves (furniture in North Pine Government Center).

Motion by Commissioner Ludwig to approve Resolution 2018-70 Establishing the 2019 Pine County Property Tax Levy at $18,790,664 and authorize Board Chair and County Administrator to sign. Second by Commissioner Mikrot. Motion carried 4-0.

Motion by Commissioner Ludwig to approve Resolution 2018-71 Adopting the 2019 Pine County Operating Budget and authorize Board Chair and County Administrator to sign. Second by Commissioner Mikrot. Motion carried 4-0.

6. Recycling Program Contract
Due to planned changes in the recycling program and significant increase requested by Pine Habilitation and Supported Employment (PHASE), Land Services Director Kelly Schroeder recommended entering into a one-year contract (January 1, 2019 – December 31, 2019) with PHASE to allow for further exploration of changes.

Motion by Commissioner Chaffee to approve a one-year contract with Pine Habilitation and Supported Employment (PHASE) for the recycling program. Authorize Board Chair and County Administrator to sign. Second by Commissioner Mikrot. Motion carried 4-0.

7. Purchasing from Mohr Parts and Supplies Inc.
Commissioner Mohr is the owner of the Napa auto parts store in Pine City. Minnesota Statutes prohibit a county commissioner from having a director or indirect interest in business with the county unless the County Board, by unanimous vote, allows the business transactions and the transactions do not require a bid under statute. The county commissioners have indicated a desire to consider this on an annual basis.

Motion by Commissioner Ludwig to approve Resolution 2018-72 approving purchasing from Mohr Parts and Supplies Inc. for 2019. Second by Commissioner Mikrot. Motion carried 4-0. (Commissioner Mohr was absent from meeting).

8. 2019 Legislative Issues
The board expressed its support for pursuing a change in statute to allow counties to receive a
larger share of the state sales tax collected from Indian tribes (currently 5% of the state’s share of the tribal sales tax). The change would double this amount. County Probation Officer (CPO) Funding was also discussed. The board also expressed its support for the county to actively promote legislation that would increase the appropriation to fulfill the statutory commitment of 50% funding for the CPO funding.

Motion by Commissioner Ludwig to direct County Administrator David Minke to move forward with the Tribal Sales Tax and County Probation Officer Funding reimbursement and contact state legislators, the Association of Minnesota Counties, and others as appropriate. Second by Commissioner Mikrot. Motion carried 4-0.

9. January 8, 2019 Regular/Organizational Meeting
The start time of the regular/organizational meeting has been changed to 8:00 a.m. on Tuesday, January 8, 2019 at the Pine County Courthouse, Pine City.

10. Establish Date for 2019 County Board Strategic Planning Session
A Special Meeting/Committee of the Whole meeting for strategic planning session/goal setting session is scheduled January 15, 2019 at 9:00 a.m., in the Board Room, Courthouse, Pine City.

10A. Sponsorship for “Trail Connection – Oberstar to Pine County” Grant
County Administrator David Minke stated the City of Pine City submitted a pre-application to the Transportation Alternatives Program of the Minnesota Department of Transportation and has been invited to submit a full application. It is necessary that the City find an agency sponsor; the county meets the sponsorship requirements. The total project cost is estimated at $250,000 with the City providing a $50,000 match to the $200,000 grant. No county funding is included.

Motion by Commissioner Ludwig to approve Resolution 2018-73 to serve as sponsor for the City of Pine City for a Transportation Alternatives Program Grant. Second by Commissioner Mikrot. Motion carried 4-0.

11. Commissioner Updates
Holiday Tree Event: Chair Hallan expressed his appreciation to Fairfield Farms for the donation of the holiday tree and stating the important impact the tree farm business has to Pine County.

Soil & Water Conservation District: Commissioner Ludwig stated a solution has been identified on the Island Lake Outlet project. With the soon-to-be transition to the North Pine Government Center, SWCD discussed the potential need for a part-time employee for additional walk-in traffic.

Pine County Zoning Initiative: Commissioner Ludwig stated there was good input, discussion and feedback at this meeting.

East Central Solid Waste Commission: Chair Hallan stated the ECSWC has hired an interim director due to a health concern of the current director. Chair Hallan also stated the Great River incinerator is closing.

East Central Regional Library: Commissioner Mohr absent.

Pine County Chemical Health Coalition: Commissioner Mikrot stated upcoming training was discussed. Also alcohol compliance checks were recently orchestrated-13 establishments failed.

Board of Appeal and Equalization Training: Commissioners Mikrot, Ludwig and Hallan attended the training. Very effective training format.

Project Rise Stakeholder meeting: County Attorney Reese Frederickson and Probation Director Terry Fawcett were presenters at this meeting. Good participation from schools and non-profit organizations.
Central MN Council on Aging: No meeting.
Law Library meeting: County Attorney Frederickson stated it was a standard meeting.
Joint Boards Meeting: Chair Hallan stated University of Minnesota Research Fellow Ben Winchester presented on Rural Studies and housing needs.
State Community Health Services Advisory Committee (SCHSAC): Chair Hallan unable to attend. Community Health Services Administrator Samantha Lo did attend.
Central MN Jobs and Training: Chair Hallan stated legislative panel discussion took place.
Snake River Watershed Board & Citizen Advisory Committee: Commissioner Mohr absent.
Public Health Advisory Committee: Chair Hallan stated the meeting was focused on mental health. Great diversity of participants on the committee.
East Central Regional Development Commission: Commissioner Mikrot stated the Commission overall received good ratings, however some previously defaulted loans have tarnished our record.
Other: Commissioner Ludwig shared that the State of Minnesota has accepted the end-of-life use determination on the John Wright Building and the process will be moving forward to remove the state’s interest from the building.

12. Upcoming Meetings
Upcoming meetings were reviewed. The Facilities Committee scheduled for 1:30 p.m. on December 18, 2018 was cancelled; next scheduled meeting is January 2, 2019.

13. Adjourn
With no further business, Chair Hallan adjourned the meeting at 11:27 a.m. The next regular meeting of the county board is scheduled for Tuesday, January 8, 2019 at 8:00 a.m. at the Pine County Courthouse, 635 Northridge Drive NW, Pine City, Minnesota.

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

The Pledge of Allegiance was said.

Chair Hallan called for public comment. Pine County resident Morrie Carlson commented on the increase in his property tax valuations and buffer concern.

Commissioner Ludwig moved to adopt the amended Agenda. Second by Commissioner Mikrot. Motion carried 4-0.

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

Commissioner Mikrot moved to approve the Minutes of the December 6, 2018 Truth in Taxation meeting. Second by Commissioner Ludwig. Motion carried 4-0.

Minutes of Boards, Reports and Correspondence

East Central Regional Library Board Minutes – October 8, 2018
Pine County Chemical Health Coalition Minutes – December 10, 2018
Pine County Zoning Board Minutes – October 25, 2018

Motion by Commissioner Ludwig to acknowledge the Minutes of Boards, Reports and Correspondence. Second by Commissioner Mikrot. Motion carried 4-0.

Commissioner Ludwig moved to approve the amended Consent Agenda. Second by Commissioner Chaffee. Motion carried 4-0.

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<th>November 30, 2018</th>
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<tr>
<td>Health and Human Services Fund</td>
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<td>Road and Bridge Fund</td>
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<td>(1,358,808)</td>
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<td>Land Management Fund</td>
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<td>1,875,569</td>
<td>(72,789)</td>
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<td>TOTAL (inc non-major funds)</td>
<td>12,186,783</td>
<td>13,771,681</td>
<td>1,584,898</td>
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</table>
Approve the Application for Local-Option Disaster Abatement for Jennifer Burlak, 3447 State Hwy. 23, Askov.

Approve tobacco licenses for the following: Bear Creek Tavern, Bear’s Den, Beroun Crossing Market, Casey’s General Store #3520, Casey’s General Store #3445, Chengwatana Country Club, Chris’ Food Center – Pine City, Chris’ Food Center - Sandstone, Crossroads Convenience Store, Daggett’s Super Valu, Dave’s Oil Corp., Denham Run Bar & Grill, Duquette General Store, Family Dollar Store, Family Dollar Store-Sandstone, Finlayson Municipal Liquor Store, Froggies (Tadpoles), Hinckley Firehouse Liquor, Holiday Station Stores #6, 226, and 258 (3), Kurt’s Station, Kwik Trip, Main Street Grocery, Mini Mart #1, Minit Mart (2), Murphy’s, Nickerson Bar & Motel, Inc., Off the Road Bar & Grill, Petry’s Bait Company, Pine City Tobacco, Rich’s Bar, Rocking K Lazy E Banning Junction Lounge, Rocking K Lazy E Convenience Store, Sandstone Arco, Sandstone Petro Plus, Side Tracked, Slim’s Service, Inc., Squirrel Cage, Super Smokes, Speedway #4500, Tobies Station, Inc., Wal-Mart Supercenter #2367, West Beroun Liquors.

Approve a temporary liquor license for the Minnesota Climbers Association on January 5, 2019 at the Audubon Center of the North Woods, 56165 Audubon Drive, Sandstone, MN.

Approve Resolution 2018-68 for the reinstatement of the state contract with Daniel Johnson, PID 526686.

Approve Resolution 2018-69 designating incoming Appointed Auditor/Treasurer Kelly M. Schroeder the Depositor of Funds.

Review list of 2018 assessment clerical corrections.

Approve an Agreement between Health & Human Services and Therapeutic Services Agency (TSA) to provide required clinical supervision to children’s mental health case management social workers and reflective practice supervision for public health and child protection staff. The term of this contract is January 1, 2019 through December 31, 2019. The rate is $120 per hour.

Approve a grant contract between Pine County and the Minnesota Department of Human Services which provides direction to the state and county as to the administration of the respite care grant. The term of this grant contract is January 1, 2019 through December 31, 2019.

Approve a contract between Health & Human Services (HHS) and Pine Habilitation and Supported Employment (PHASE) for services, and designation of associated costs, provided by PHASE to HHS. The contract is effective January 1, 2019 through December 31, 2019.

Approve a contract between MN Department of Human Services and Pine County Health and Human Services for adult mental health services and associated funding. The contract is effective January 1, 2019 through December 31, 2020.

Approve the Lead County Agreement between Pine County Health and Human Services and Therapeutic Services Agency, Inc. This contract is effective for the period of January 1, 2019 through December 31, 2019.
Approve acceptance of multiple donations totaling $750 to the Pine County Sheriff’s Office for the Shop with A Cop Program.

Approve the regular employment status for Child Support Enforcement Aide Kari Dutcher, effective December 26, 2018.

Approve the promotion of full-time Corrections Officer James Reiser to full-time jail sergeant effective January 6, 2019. Grade 9.

Approve Property Appraiser Molly Benoit to attend Assessment Administration training. Total cost: $659.

At 10:10 a.m. Chair Hallan recessed the County Board meeting and opened the Regional Railroad Authority meeting.

Pine County Regional Railroad Authority Meeting
Land Services Director Schroeder explained that the Soo Line Trail Rules and Safety Regulations Ordinance has been updated to parallel Aitkin and Carlton Counties’ Ordinance. Schroeder reviewed the amendments, which include revisions to definitions and allowable special events. Commissioners inquired as to the management of the signage along the trail and the appropriate venue to address ordinance amendments concerning the Soo Line Trail. Chair Hallan opened the public hearing at 10:15 a.m. There being no comments, Chair Hallan closed the public hearing at 10:15 a.m.

Motion by Commissioner Mikrot to adopt Ordinance 2018-55 amending the Pine County Soo Line Ordinance and approve summary for publication. Second by Commissioner Ludwig. Motion carried 4-0.

There being no further business, the Regional Railroad Authority meeting was adjourned at 10:16 a.m. and the County Board meeting was reconvened.

Personnel Committee Report
Commissioner Ludwig provided an overview of the December 11, 2018 Personnel Committee meeting.

The Personnel Committee made the following recommendations:

A. Health and Human Services
   i. Approve the hiring of a Social Worker to conduct MN Choices Assessments and to backfill any vacancies created by internal promotion or lateral transfer.

B. Sheriff’s Office – Jail
   i. Ratify the termination of part-time probationary Corrections Officer Andrea Merrell, effective November 14, 2018 and to approve backfilling the position.
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i. Establish the 2019 Board Chair annual salary at $23,044.
   Establish the 2019 Commissioner annual salary at $21,844 and the per diem for
   attending certain meetings at $100.

ii. Establish the Commissioner and Employee mileage reimbursement rate for 2019 is
    to follow the federal IRS rate for business mileage, which has been set at 58¢ per
    mile.

iii. Establish the 2019 annual salary for County Attorney Reese Frederickson at $116,770.
     Establish the 2019 annual salary for County Sheriff Jeff Nelson at $105,512.

iv. Approve the proposed 2019 Non-Union Salary Schedule which contains a 3%
    COLA increase and approve a 3% COLA for non-union, non-elected employees.

v. Approve the proposed 2019 county contributions towards health insurance
    premiums for non-union employees and elected officials.

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vi. Approve the promotion of Lorri Houtsma from Senior Property Appraiser to
    County Assessor/Recorder at a Grade 14, effective January 1, 2019, with a starting
    annual salary of $68,640, FLSA exempt. Appointment as County Recorder will be
    effective January 1, 2019 and appointment as County Assessor will be effective
    January 16, 2019 pending approval of her MN Assessor license. Approval is given
    to backfill a Property Appraiser position.

**Motion** by Commissioner Ludwig to approve the recommendations of the Personnel Committee.
Second by Chaffee. Motion carried 4-0.
County Administrator David Minke presented the 2019 Pine County property tax levy at $18,790,664 and the 2019 operating budget.

**BUDGET SUMMARY 2019**

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| DEPT    | 2015 JAIL BONDS | REVENUES | EXPENDITURES |
| #       | 39-810   | 2015A JAIL BONDS | 1,171,065 | 1,102,200 |
DEPT  2012A CTHSE BONDS  
#  DEPARTMENT  
40-810  2012A COURTHOUSE BONDS  

REVENUES  EXPENDITURES
1,009,470  947,100

DEPT  2017A G.O. CIP BONDS  
#  DEPARTMENT  
41-810  2017A G.O. CIP BONDS  

REVENUES  EXPENDITURES
341,998  292,338

DEPT  EQUIPMENT  
#  DEPARTMENT  
43-801  EQUIPMENT  

REVENUES  EXPENDITURES
100,000  100,000

TOTAL ALL FUNDS
45,823,466  45,925,181

The 2019 operating budget balanced using current year revenue and planned use of reserves from the Kanabec-Pine Community Health Board equity funds and the General Fund reserves (furniture in North Pine Government Center).

Motion by Commissioner Ludwig to approve Resolution 2018-70 Establishing the 2019 Pine County Property Tax Levy at $18,790,664. Second by Commissioner Mikrot. Motion carried 4-0.

Motion by Commissioner Ludwig to approve Resolution 2018-71 Adopting the 2019 Pine County Operating Budget. Second by Commissioner Mikrot. Motion carried 4-0.

Motion by Commissioner Chaffee to approve a one-year contract with Pine Habilitation and Supported Employment (PHASE) for the recycling program. Second by Commissioner Mikrot. Motion carried 4-0.

Motion by Commissioner Ludwig to approve Resolution 2018-72 approving purchasing from Mohr Parts and Supplies Inc. for 2019. Second by Commissioner Mikrot. Motion carried 4-0.

Motion by Commissioner Ludwig to direct County Administrator David Minke to move forward with the Tribal Sales Tax and County Probation Officer Funding reimbursement and contact state legislators, the Association of Minnesota Counties, and others as appropriate. Second by Commissioner Mikrot. Motion carried 4-0.

The start time of the regular/organizational meeting has been changed to 8:00 a.m. on Tuesday, January 8, 2019 at the Pine County Courthouse, Pine City.

A Special Meeting/Committee of the Whole meeting for strategic planning session/goal setting session is scheduled January 15, 2019 at 9:00 a.m., in the Board Room, Courthouse, Pine City.

Motion by Commissioner Ludwig to approve Resolution 2018-73 to serve as sponsor for the City of Pine City for a Transportation Alternatives Program Grant. Second by Commissioner Mikrot. Motion carried 4-0.
Upcoming meetings were reviewed. The Facilities Committee scheduled for 1:30 p.m. on December 18, 2018 was cancelled; next scheduled meeting is January 2, 2019.

With no further business, Chair Hallan adjourned the meeting at 11:27 a.m. The next regular meeting of the county board is scheduled for Tuesday, January 8, 2019 at 8:00 a.m. at the Pine County Courthouse, 635 Northridge Drive NW, Pine City, Minnesota.

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

The full text of the board’s Minutes are available at the County Administrator’s Office and the county’s website (www.co.pine.mn.us). Copies may also be requested from the administrator’s office.
The regular meeting of the Pine County HRA Senior Housing Board of Directors was held on November 21, 2018 at the Sandstone Manor. Commissioners of the HRA present were Board Chair Dorothy Stockamp, Jan Oak, Dennis Korpi and Management Agent, Tammy Gehrke, Cammy Robbins, Richard Soens, 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 October 24, 2018 were reviewed by the Board members. A motion was made by D. Stockamp and seconded by J. Oak to accept the minutes. Motion carried: Yeas 3, Nays 0

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

4. PCHRA discussed options and role in future housing needs of Pine County.

5. A motion was made by J. Oak and was seconded by D. Korpi to adjourn the meeting at 2:58 p.m. Motion carried: Yeas 3, Nays 0
Pine County Land Surveyor Monthly Report

December 2018

CR 150, T44N R21W, research records, compute search areas, set GPS control, search for, GPS and tie out PLSS corners, update files.

CSAH 40, T44N R21W Section 25, research records, compute search areas, search for, GPS and tie out PLSS corners, update files.

CR 115 drainage problem, T38N R22W Sections 11 and 14, research records, set GPS control, acquire road culvert inverts, map creek elevations, create drawing, update files.

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

Draft and review legal descriptions for County Right of Way Dept. and County Land Dept. as needed.

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

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

Review, edit and file PLSS corner certificates created by County Surveyor as needed.

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

Robin T. Mathews, Pine County Surveyor
AGENDA REQUEST FORM

Date of Meeting: January 8, 2019

☐ County Board
☐ Consent Agenda
☐ Regular Agenda

☐ Personnel Committee
☐ Other ______________

Agenda Item: December, 2018 Disbursements

Department: Auditor-Treasurer

Background information on Item:
December, 2018 Disbursements

Action Requested:

Approve

Financial Impact:
### Recap by Fund

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### Recap by Type

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AGENDA REQUEST FORM

Date of Meeting: January 8, 2019

☒ County Board
☒ Consent Agenda
☐ Regular Agenda

☐ Personnel Committee
☐ Other _________________

Agenda Item: Application for Exempt Permit

Department: Auditor-Treasurer

Background information on Item:

Application for Exempt Permit from W.I.N.D.O.W (Women in Need Depending on other Women) to conduct Minnesota lawful gambling on January 31, 2019 at Doc's Sports Bar and Grill, 34427 Majestic Pine Dr, Sturgeon Lake, MN (Windemere Township).

Action Requested:

Acknowledge Application.

Financial Impact:

N/A
**LG240B Application to Conduct Excluded Bingo**

**CITY APPROVAL**
for a gambling premises located within city limits

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print City Name: **Windemere Township**

Signature of City Personnel:

**The city or county must sign before submitting application to the Gambling Control Board.**

**COUNTY APPROVAL**
for a gambling premises located in a township

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print County Name: ____________________________

Signature of County Personnel: ____________________________

Title: ____________________________ Date: ____________________________

**TOWNSHIP (if required by the county)**

On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)

Print Township Name: ____________________________

Signature of Township Officer: ____________________________

Title: ____________________________ Date: ____________________________

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature: ____________________________ Date: ____________________________

Print Name: ____________________________

Mail or fax application and a copy of your proof of nonprofit status to:

Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113  
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

Questions?  
Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **LIST OF LICENSEES** tab, or call 651-539-1900.

This form will be made available in alternative formats (i.e., large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when reviewed by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorized a new use or sharing of information after this notice was given; and anyone with your written consent.

An equal opportunity employer
MINNESOTA LAWFUL GAMBLING
LG2408 Application to Conduct Excluded Bingo

ORGANIZATION INFORMATION

Organization Name: W.I.N.D.O.W. (Women In Need Depending on other Women)
Previous Gambling Permit Number: XB-93050-18-005

Minnesota Tax ID Number, if any: 3618267
Federal Employer ID Number (FEIN), if any: 41-1698922

Mailing Address: PO Box 739

City: Hinckley State: MN Zip: 55037 County: Pine

Name of Chief Executive Officer (CEO): Lisa S. Lijias
CEO Daytime Phone: 320-384-7113
CEO Email: lisa@window4victims.com

Email permit to (If other than the CEO):

NONPROFIT STATUS

Type of Nonprofit Organization (check one):
☐ Fraternal ☐ Religious ☐ Veterans ☑ Other Nonprofit Organization

Attach a copy of at least one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ Current calendar year Certificate of Good Standing
Don't have a copy? This certificate must be obtained each year from:

Secretary of State website, phone numbers:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
www.sos.state.mn.us 651-296-2803, or toll free 1-877-551-6767

☑ Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name
Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.

☐ Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITY

Has your organization held a bingo event in the current calendar year? ☑ Yes ☐ No

If yes, list the dates when bingo was conducted: _______________________

The proposed bingo event will be:

☑ one of four or fewer bingo events held this year. Dates: 1-31-2019

☐ conducted on up to 12 consecutive days in connection with a:

☐ county fair Dates: 1-21-2019

☐ civic celebration Dates: _______________________

☐ Minnesota State Fair Dates: _______________________

Person in charge of bingo event: Erica Heesaker  Daytime Phone: 218-499-8088

Name of premises where bingo will be conducted: Doc's Sports Bar & Grill

Premises street address: 34427 Majestic Pine Dr.

City: Sturgeon Lake  Township: Windemere County: Pine
AGENDA REQUEST FORM

Date of Meeting: January 8, 2019

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

☐ Personnel Committee
☐ Other ________________

Agenda Item: Application for Local-Option Disaster Abatement

Department: Auditor-Treasurer

Background information on Item:
Shawn Roos, 77807 Stepan Rd, Willow River, PID 17.0216.000, pay 2018 due to fire 02/05/2018.

Action Requested:
Approve local option disaster abatement per Pine County Abatement Policy.

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

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

County of: [PINE]

Abatement # AB18-04
For Taxes Levied In: 2017
And Payable In: 2018

Applicant Information. Please type or print.

Name: Shawn N Todd
Mailing address (street address): P.O. Box 92774
City: Fairbanks
Property I.D. or Parcel number (found on your property tax statement): 17-02-11-000
Address of damaged property (if different than mailing address): 77007 Stephen Dr, Willow River, MN
Legal description of property (found on your property tax statement): Parcel 5744, NE 4

Social Security number: 577
State: AK
Zip: 99708
Telephone (work): (907) 347-5095
Telephone (home): ( )

Is the property homesteaded? [□ Yes [X] No]
Is the property located in a county designated as a disaster or emergency area? [□ Yes [□] No]
How many months was the property unable to be occupied or used?
Date you left property: 3rd May 2018
Date you returned to property: Not Yet 1/2018

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

Fire - Total Loss of Structure

Signature of property owner: By signing below, I certify, to the best of my knowledge, the above statements are true and correct.
Signature: [Signature]
Date: 4-11-2018

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

Revised 10/10

Received [MAY 10 2018]
Report of Investigation.

I hereby report that I have investigated the statements made in this application and find the facts to be as follows:

Home completely destroyed - still in same condition

Signature

Date

The following accurately reflects both existing and proposed amounts.

<table>
<thead>
<tr>
<th>Market Value</th>
<th>Land</th>
<th>Improvements</th>
<th>Total</th>
<th>Class</th>
<th>Tax capacity</th>
<th>Tax before credits</th>
<th>Other credits</th>
<th>Total payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-damage</td>
<td>29,600</td>
<td>17,800</td>
<td>47,400</td>
<td>201-0-05</td>
<td>1444</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Post-damage</td>
<td>24,600</td>
<td>23,700</td>
<td>48,300</td>
<td>201-0-05</td>
<td>503</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reduction</td>
<td>0</td>
<td>94,100</td>
<td>94,100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>941</td>
</tr>
</tbody>
</table>

☐ Tax is paid
☐ Tax is not paid

Local tax rate

Certifications of approval. For this abatement to be approved, the assessor, county auditor and the county board of commissioners must all favorably recommend its adoption.

Assessor's Recommendation.

☐ Approved
☐ Denied

Signature

Date

County Auditor's Recommendation.

☐ Approved
☐ Denied

Signature

Date

County Board of Commissioner's Action (to be completed by the county auditor).

☐ Approved
☐ Denied

Signature

Date

I certify that at a meeting held on , the County Board, took the above official action on this abatement. This action was duly adopted and entered upon the minutes of its proceedings as a public record, showing the name(s) of taxpayer(s), other concerned persons and the amounts involved.

Certifications of final approval (complete only for approved abatements). This section to be completed by the county auditor.

I further certify that the approval of this abatement has resulted in the following changes:

Reduction of tax

Reduction of penalty

Reduction of interest

Total reduction/refund

Total payable

Signature

Date
AGENDA REQUEST FORM

Date of Meeting: January 8, 2019

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

Agenda Item: Donation

Department: Sheriff

Background information on Item:
A fundraiser event was held at the Voyager Bottle Shop in Pine City in November 2018. In conjunction with the Minnesota Municipal Beverage Association, a total of $255.64 was raised for the Sheriff's Office K-9 program.

Action Requested:
Acknowledge donation and authorize to the Sheriff's Office K-9 account.

Financial Impact:
AGENDA REQUEST FORM

Date of Meeting: January 8, 2018

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

☐ Personnel Committee
☐ Other

Agenda Item: Donation

Department: Sheriff

[Signature]
Department Head signature

Background information on Item:
A fundraiser event was held at the “Firehouse” Liquor store in Hinckley during November 2018. In conjunction with the Minnesota Municipal Beverage Association, a total of $245.00 was raised for the Sheriff’s Office K-9 program.

Action Requested:
Acknowledge the donation and authorize to the Sheriff’s Office K-9 account.

Financial Impact:
AGENDA REQUEST FORM

Date of Meeting: January 8, 2019

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

☐ Personnel Committee  
☐ Other ______________

Agenda Item: Addendum to Mend Medical Services Agreement

Department: Sheriff's Office - Jail

Background information on Item:

Acknowledge and sign addendum to medical services agreement between Pine County Jail and MeND Correctional Care, PLLC (See attached)

The addendum includes 60 hours of Health Technician services to our Medical Services Agreement in the jail.

Action Requested:

Acknowledge and sign addendum to medical services agreement.

Financial Impact:

None. Health Technician Services costs are included in the 2019 jail budget projections.
PINE COUNTY JAIL
Addendum to Medical Services Agreement
(Additional Health Technician Services)

THIS ADDENDUM is made and entered into as of January 1st, 2019, by and between Pine County, a political subdivision of the State of Minnesota, 635 Northridge Dr NW, Pine City, MN 55063 (hereinafter, the "County") and MEnD Correctional Care, PLLC, 1908 Kruchten Court South, Sartell, MN 56377, a company employing doctor(s) and nursing staff licensed to practice medicine under the laws of the State of Minnesota (hereinafter, the "Provider").

Recitals

WHEREAS, the Provider and the County are parties to a Medical Services Agreement, dated November 2018 (hereinafter, the "Medical Services Agreement"), under which the Provider is providing "Health Services" to the County Jail, as described in the Medical Services Agreement; and

WHEREAS, the County and the Provider desire to have the Provider provide additional Health Tech Services as described in this Addendum:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties that the Provider shall provide additional Health Tech Services to the County Jail upon the following terms and conditions:

I. Additional Health Technician Services

A. Health Technician Services: The Provider shall provide health technician services of approximately 60 hours per week in addition to the Lead Health Technician hours of service described in the Medical Services Agreement. These services will be provided by staff health technicians. These health technicians employed by the Provider will:

1. Deliver all medications at all medication passes, both weekdays and weekends, with rare exception;
2. Assist nursing staff with routine tasks including taking vital signs, dressing changes, and other treatments;
3. Assist with clerical tasks and clinic organization;
4. Help maintain proper inventories of supplies and support medications.

B. Supervision. The Health Tech Services provided under this Addendum will be supervised by the Provider’s employees who serve as the Medical Director and Nursing Director for the County Jail under the Medical Services Agreement and by the Provider’s administration team.
The Provider shall provide all Health Technician Services in accordance with Minnesota Department of Corrections Rules, Chapter 2911.

II. Compensation

The Provider, in consideration for the additional Health Tech Services to be provided hereunder, shall be paid monthly, on or before the 20th of every month, and shall be compensated in an additional amount of Six Thousand Nine Hundred & Fifty Dollars ($6,950) per month (equating to $83,400 annually). Compensation will increase annually by 2%, starting on January 1st, 2020. Such compensation is separate from and in addition to the compensation payable to the Provider under the Medical Services Agreement.

III. Term

A. Term. The term of this Addendum shall be for a period commencing on the date of this Addendum and continuing until December 31st, 2021. The term of this Addendum shall be renewed at the end of the initial term for an additional one (1) year term unless either party submits written notice of its intention not to renew to the other party at least ninety (90) days prior to the end of the term hereof, in which event this Addendum will terminate upon the expiration of the then-existing term.

B. Term of Medical Services Agreement. The term of this Addendum may be terminated without terminating the term of the Medical Services Agreement. However, if the term of the Medical Services Agreement is terminated, the term of this Addendum shall terminate at the same time.

IV. Relation to Medical Services Agreement

A. Services. The Health Tech Services provided under this Addendum are separate from and in addition to the Health Services provided under the Medical Services Agreement.

B. Incorporation by Reference. The County and the Provider agree that the Health Tech Services provided under this Addendum shall be subject to the terms and conditions contained in the Medical Services Agreement. All of the provisions of the Medical Services Agreement are hereby incorporated by reference into this Addendum, and shall have the same force and effect as if set forth in their entirety in this Addendum, except that, if and to the extent services, compensation or other terms and conditions are expressly addressed in this Addendum in a manner that differs from the Medical Services Agreement, the terms and conditions of this Addendum shall govern with respect to the providing of Health Tech Services.
V. Miscellaneous

A. **Entire Agreement.** This Addendum (including the provisions of the Medical Services Agreement that are incorporated herein by reference) contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior commitments, understandings, warranties, negotiations, all of which are by the execution hereof rendered null and void. No amendment or modification of this Addendum shall be made or deemed to have been made unless in writing and executed by the parties.

B. **Counterparts.** This Addendum may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has caused this Addendum to be executed on its behalf by its duly authorized representative.

MEND CORRECTIONAL CARE, PLLC  COUNTY OF PINE

By: ____________________________  By: ____________________________
Name: Todd Leonard, MD, CCHP-P  Name: ____________________________
Title: President  Title: Board Chair

By: ____________________________
Name: David J. Minke  Title: County Administrator
AGENDA REQUEST FORM

Date of Meeting: 01/08/2019

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

☐ Personnel Committee
☐ Other ____________

Agenda Item: Acceptance of Grant Award

Department: HHS

Rebecca Foss

Department Head signature

Background information on Item:

Each year, the MN Department of Human Services provides counties with a child welfare/ juvenile justice screening grant. The grant is used to help offset the cost of services associated with state mandates and with the provision of mental health services to children in the juvenile justice and child welfare arena. The amount of the 2019 Child Welfare/Juvenile Justice Screening Grant is $16,279. This is an increase of approximately $4,000 from 2018. The grant award letter is attached for your reference.

Action Requested:

Authorize the County Board Chairperson to accept and sign the acceptance of the 2019 Child Welfare/Juvenile Justice Screening Grant, which amounts to $16,279.

Financial Impact:

These funds help offset the cost of mandated services and are also used to help offset the cost of the provision of some mental health services provided to children who are involved in the child welfare or juvenile justice systems.
It is understood and agreed by the county board that any funds granted pursuant to this grant award extension for the Child Welfare/Juvenile Justice Screening grant award funded through Children's Mental Health Screening Grant, are to be expended for the purposes set forth in the county award letter dated December 7, 2018 as approved by the Minnesota Commissioner of the Department of Human Services and in accordance with applicable laws and rules. The application and grant award letter are both incorporated into this award by reference. Further it is understood that the budgets, expenditures, and program will be subject to periodic review by the Commissioner. If funds are not being used to implement the approved plan and according to the grant award letter, they may be subject to return or future payment deductions in accordance with Minnesota Statutes, section 256.01, subdivision 2. All payment information is included in the incorporated grant award letter. An amended grant award letter will be issued and must be signed in the event any changes are made to the terms of the grant award.

The receipt of grant funds by the county board assures acceptance by the board of the following responsibilities:

1. Utilization of written personnel policies in assigning and compensating project employees.
3. Compliance with Workers Compensation insurance coverage requirements of Minnesota Statutes, section 176.181, subdivision 2.
4. Responsibility for any and all claims or causes of action arising from the performance of this grant to the extent provided for in Minnesota Statutes, section 466.01-466.15.
5. Compliance with all applicable federal and state regulations, including, but not limited to, the Single Audit Act (OMB Circular A-133), Debarment and Suspension certifications (45 CFR 92.35) and Federal Cost Principles and Administrative Requirement (OMB Circulars A-87 and A-102).

Signature: ________________________________
Chairperson: ______________________________
Date: ________________________________
December 7, 2018

County: Pine
County Director: Becky Foss
County (Name of Person in Charge) Program Coordinator:
DHS (Person in Charge) Program Coordinator: Neerja Singh

On behalf of the Minnesota Department of Human Services, I am pleased to inform you that Pine County has been awarded funding for a Child Welfare/Juvenile Justice Screening Grant, which is dispersed in the Children’s Mental Health Screening Grant for the next calendar year (CY 2019).

The Screening Grant provides state-appropriated funds to support children’s mental health screening, assessment, and mental health services to children in the child welfare and juvenile justice systems (prioritizing funds for uninsured and underinsured youth).

Children to be screened are described in Minnesota Statutes, § 245.4874, subd.1(12); § 260B.157, subd. 1; § 260B.176, subd. 2(e); and § 260B.235, subd. 6. They include a child:
- receiving protective services,
- in out-of-home placement,
- for whom parental rights have been terminated,
- found delinquent,
- detained for an alleged delinquent act, and
- found to have committed a petty juvenile offense for the third or subsequent time.

The Department has allocated $16,279.00 to Pine County for Child Welfare/Juvenile Justice Screening for CY 2019. Reimbursement for Child Welfare/Juvenile Justice Screening expenditures cannot exceed the annual CY allocation. There is no carry over of unused funds from one calendar year to another. Marginal use of grant funds will result in future grant reductions or cancellations.

These funds will be allocated one year at a time. This Screening Grant is not considered accepted until Neerja Singh, the representative from the State of Minnesota, receives the Acceptance of Screening Grant Letter from the Nicollet County Board.

1. TERM OF GRANT AWARD

This grant award is effective on January 1, 2019, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through December 31, 2019, or until all obligations set forth in this grant award have been satisfactorily fulfilled, whichever occurs first. COUNTY understands that NO work should begin under this grant award until ALL required signatures have been obtained, and
GRANTEE is notified to begin work by the STATE's Authorized Representative. The COUNTY shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: Liability; State Audits; and Jurisdiction and Venue.

2. **Amount and Period of Funding**

The $16,279.00 award is for calendar year 2019 (January 1, 2019 – December 31, 2019). The breakdown of the total is as follows: **Child Welfare $9,705.00 and Juvenile Justice 6,574.00** Quarterly payments will be based on actual reimbursement determined by Budget Reporting and Accounting for Social Service (BRASS) system code expenditure data. Children’s mental health screening expenditures are reported under the BRASS system. **Time and expenses related to children’s mental health screenings will be reported using the 111x Mental Health Screening BRASS code.** Children’s mental health assessments and services are reported under the BRASS code specific to those services. All Child Welfare/Juvenile Justice Screening Grant award funds must be expended by Dec. 31, 2018.

3. **County Duties**

**ALLOWABLE USES.** The allowable uses of grant funding are also unchanged for CY2019. The categories below show how the funding may be spent in 2019 and should be represented in the budget (see attached sample) that counties submit to DHS.

- Administration and conducting screenings (up to 25% of the grant award – *staff time, etc.*);
- Data collection and reporting (up to 10% of the grant award – *time collecting and reporting data*);
- Clinical Services (unlimited – *Diagnostic Assessments, therapy, CTSS if not paid otherwise*);
- Clinical and/or ancillary mental health services (unlimited – *respite care, parent trainings, groups*);
- Clinical supervision (up to 10% of the grant award – *for interns, practicum students*);
- Training for child welfare and juvenile justice staff (up to 10% of the grant award – *e.g. Trauma focused care, anti-stigma training, best practices and similar trainings on mental health topics*).

4. **Reporting Requirements**

Fiscal reporting for this grant must follow the Social Services Expenditure and Reconciliation Report (SEAGR) and DHS Form 2895. Children’s mental health screening expenditures are reported under the Budget Reporting and Accounting for Social Service (BRASS) system. Effective January 1, 2012, time and expenses related to children’s mental health screenings will be reported using the 111x Mental Health Screening BRASS code. Children’s mental health assessments and services are reported under the BRASS code specific to those services.

5. **CONDITIONS OF PAYMENT**

All services provided by COUNTY pursuant to this grant contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of Neerja Singh, 651-431-2246, neerja.singh@state.mn.us as the authorized representative, and in accord with all applicable federal,
state, and local laws, ordinances, rules and regulations. The COUNTY shall not receive payment for
work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law,
ordinance, rule or regulation.

6. PAYMENT RECOUPMENT

The COUNTY must reimburse the STATE upon demand or the STATE may deduct from future
payments under this grant any amounts paid by the STATE, under this or any previous grant, for which
invoices and progress reports have not been received, or for which the COUNTY’s books, records or
other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY
to perform grant services.

7. Insufficient Funds

The STATE may immediately terminate this grant award if it does not obtain funding from the
Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to
allow for the payment of the services covered here. Termination will be by written or fax notice to the
County. The STATE is not obligated to pay for any services that are provided after notice and effective
date of termination. However, the COUNTY will be entitled to payment, determined on a pro rata basis,
for services satisfactorily performed to the extent that funds are available. The STATE will not be
assessed any penalty if the grant contract is terminated because of the decision of the Minnesota
Legislature, or other funding source, not to appropriate funds. The STATE must provide the COUNTY
notice of the lack of funding within a reasonable time of the STATE’s receiving that notice.

8. Breach

Upon STATE’s knowledge of a curable material breach of the grant contract by COUNTY, STATE
shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY
does not cure the breach within the time allowed, COUNTY will be in default of this grant contract and
STATE may cancel the grant contract immediately thereafter. If COUNTY has breached a material
term of this grant contract and cure is not possible, STATE may immediately terminate this grant
contract.

9. LIABILITY

To the extent provided for in Minnesota Statutes, section 466.01 to 466.15, the COUNTY agrees to be
responsible for any and all claims or causes of action arising from the performance of this grant by
COUNTY or COUNTY’s agents or employees. STATE’s liability and that of its agents or employees, if
any, for any and all claims or causes of action arising from the performance of this grant shall be
governed by Minnesota Statutes, section 3.736. This clause shall not be construed to bar any legal
remedies COUNTY may have for the STATE’s failure to fulfill its obligations pursuant to this grant.
10. STATE AUDITS

Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

11. AMENDMENTS

Any amendments to this award letter shall be in writing, and shall be executed by the same parties who executed the original award letter, or their successors in office.

12. JURISDICTION AND VENUE

This award letter, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. WAIVER

If the STATE fails to enforce any provision of this award letter, that failure does not waive the provision or the STATE’s right to enforce it.

14. AWARD LETTER COMPLETE

This award letter contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this award letter, whether written or oral may be used to bind either party.

15. Affirmative Action

COUNTY is encouraged to prepare and implement an Affirmative Action plan for the employment of qualified minority persons, women and persons with disabilities, and to submit the plan to the Commissioner of Human Rights, in accordance with Minnesota Statutes, section 363A.36.

16. Non-Discrimination

The COUNTY agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes, section 363A.02. COUNTY agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

The COUNTY must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for
employment is qualified. The COUNTY agrees to take affirmative action to employ, advance in
employment, and otherwise treat qualified disabled persons without discrimination based upon their
physical or mental disability in all employment practices such as the following: employment, upgrading,
demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of
compensation, and selection for training, including apprenticeship. Minnesota Rules, part 5000.3550.

COUNTY agrees to comply with the rules and relevant orders of the Minnesota Department of Human
Rights issued pursuant to the Minnesota Human Rights Act. Notification to employees and other
affected parties. The COUNTY agrees to post in conspicuous places, available to employees and
applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota
Department of Human Rights. Such notices will state the rights of applicants and employees, and
COUNTY’s obligation under the law to take affirmative action to employ and advance in employment
qualified minority persons, women, and persons with disabilities.

17. WORKERS’ COMPENSATION

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

18. VOTER REGISTRATION CERTIFICATION

COUNTY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter
registration services for its employees and for the public served by the GRANTEE.

19. OWNERSHIP OF EQUIPMENT

The STATE shall have the right to require transfer of all equipment purchased with grant funds
(including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will
normally be exercised by the STATE only if the project or program for which the equipment was
acquired is transferred from one grantee to another.

20. FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT
    INFORMATION.

COUNTY certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2,
subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving $750,000 or more of federal
assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the
Single Audit Act, or Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable.
Failure to comply with these requirements could result in forfeiture of federal funds.
DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

COUNTY certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. COUNTY’S certification is a material representation upon which the grant contract award was based. The COUNTY shall provide immediate written notice to the STATE’S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore COUNTY certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. COUNTY’S certification is a material representation upon which the grant contract award was based.

21. STATE AUTHORIZED REPRESENTATIVES

The STATE’S authorized representative for the purposes of administration of this grant award is Neerja Singh, neerja.singh@state.mn.us or her successor. Such representative, acting on behalf of the STATE, shall have final authority for acceptance of COUNTY’S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 2.2. All notices required under this grant award shall be made to the Authorized Representative. If the STATE’s Authorized Representative changes at any time during this grant contract, STATE will notify COUNTY in a reasonable amount of time.

State’s Authorized Representative contact information:

Neerja Singh, LICSW, LADC
P.O. Box 64981
St. Paul, MN 55164-0981
Phone: 651-431-2246
neerja.singh@state.mn.us

All reports, except fiscal, must be sent to the grant manager via e-mail or direct mail.

Please submit a budget to Neerja Singh (neerja.singh@state.mn.us) for how your County will be spending grant funds by December 31, 2018.
For questions on financial matters or SEAGR reporting, contact: Craig Beske, Program Accountant, 651-431-3780, Craig.Beske@state.mn.us.

Sincerely,

Maisha Giles, MA, LMFT, LICSW, LADC
Director, Community Supports Administration

Enclosures

cc: County Social Services Director
    County Social Services Fiscal Supervisor
AGENDA REQUEST FORM

Date of Meeting: 01/08/2019

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

5 mins ☐ 10 mins ☐ 15 mins ☐ Other ☐

Agenda Item: Approve Contract with Arrowhead for Social Services Transportation

Department: HHS

Background information on Item:

Pine County HHS recently began contracting with Arrowhead to provide social services transportation to eligible social service clients. This relationship and service has gone well over the last year, and the department would like to continue to contract with Arrowhead for this service. The attached agreement allows this business relationship to continue. The agreement is from January 1, 2019 through December 31, 2020. The administrative rate for the service remains the same (38 cents per mile), while the mileage reimbursement rate is set according to the IRS mileage rate. The County Attorney's Office has reviewed the agreement.

Action Requested:

Authorize the County Board Chairperson and the County Administrator to sign the agreement between HHS and Arrowhead.

Financial Impact:

Each year, the department budgets for the cost of social services transportation.
PROJECT AGREEMENT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND
COMMON CARRIER TRANSPORT PROVIDER
(Arrowhead Economic Opportunity Agency, Inc.)

THIS AGREEMENT, by and between the COUNTY OF PINE, 315 Main St S., Ste 200, Pine City, Minnesota 55063, a political subdivision of the State of Minnesota, (hereafter referred to as "County"), and Common Carrier Transport Provider, heretofore identified as ARROWHEAD ECONOMIC OPPORTUNITY AGENCY, INC., 702 Third Avenue South, Virginia, Minnesota 55792-2797, a Minnesota non-profit corporation, (hereafter referred to as 'Agency"), is for the period from January 1, 2019 through December 31, 2020.

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

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

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

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

Article I - Services to be Provided

The Agency will provide transportation services for thirteen (13) months, renewable in one year. The Agency hereby agrees to furnish volunteer drivers with vehicles for persons for whom a request is made by the Pine County Health and Human Services Department.

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

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

Article II - Cost of Services

A. The County will secure funds from State and Federal sources for 2019-2020.

B. The County agrees to reimburse the Agency at the IRS rate per mile for miles driven while client passengers are in the vehicle traveling to and from social service appointments and will, for expenditures authorized in advance, reimburse to the Agency its documented costs paid to volunteer drivers for meals, parking, overnight lodging and other authorized expenses. The reimbursement amount is based on the IRS mileage rate plus an administrative rate of 38 cents per mile, which will be used throughout the life of this contract.
Article III - Audit and Record Disclosure

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

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

Article IV - Affirmative Action and Other Requirements

A. Provider agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e), including Executive Order No. 11246 as amended, Title VI (42 USC 2000d), the Minnesota Human Rights Act, and all applicable federal and state laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services. Provider shall not discriminate in employment, facilities and in the rendering of purchased services hereunder on the basis of race, color, creed, religion, national origin, sex, marital status, public assistance status, disability, sexual orientation, or age.

B. Provider agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794) and all requirements imposed by the applicable HHS regulation (45 CFR Part 84), and all guidelines and interpretations issued pursuant thereto.

C. Provider certifies that it meets lawful conditions of the Clean Air Act as required by 45 CFR 228.70 and 74.159(4).

D. Provider agrees to comply with Public Law 95-142, the Medicare-Medicaid Antifraud and Abuse Amendments of 1977.

The parties agree to comply in all respects with the Health Insurance Portability and Accountability Act, Public Law, 104-191 (HIPAA) and all rules, regulations and controls affected or promulgated pursuant thereto. The parties agree that as HIPAA and its rules and interpretations become effective, the parties shall take whatever actions are necessary to comply with HIPAA. Should a party fail or refuse to honor its obligations pursuant to this Section, the other party may give written notice of termination of this Agreement. Such notice shall provide for termination of the contract within thirty (30) days of delivery of notice, and shall specify the action(s) which are to be taken by the receiving party to meet HIPAA requirements. The receiving party shall initiate required compliance with HIPAA within the thirty (30) day period in order to avoid termination pursuant to this Section.
PROJECT AGREEMENT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND
COMMON CARRIER TRANSPORT PROVIDER
(Arrowhead Economic Opportunity Agency, Inc.)
2019-2020

Article V - Indemnity and Insurance Clause

A. **Indemnity:** Provider 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 Provider, 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 Provider or the subcontractors, partners, or independent contractors or any of their agents or employees under the agreement.

B. **Insurance:** Provider agrees that in order to protect itself, as well as County under the indemnification provision set forth above, Provider will, at all times during the term of this agreement, have and keep in force:
   
   - a general liability insurance policy in the amount of not less than $1.5 million per occurrence and $3 million aggregate (County must be named as an additional insured); and
   - a professional liability insurance policy in the amount of not less than $1.5 million per occurrence and $3 million aggregate; and
   - **Automobile Liability Insurance:**
     a) $1,500,000 on a combined single limit basis (County must be named as an additional insured)
     b) Must cover owned, non-owned and hired vehicles; and
   - worker's compensation in amounts set by applicable state and federal laws

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

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

Article VI - Conditions of the Parties' Obligations

A. 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.

B. The Agency agrees that in any reports, news releases, public service announcements or publications regarding the Agency's program, the County will be identified as a funding source.

C. This Agreement may be extended for a period of three months, at the option of the County. If the County desires to extend the terms of the contract, it shall notify the Agency in writing at least twenty (20) days before the expiration of the contract. All terms of this Agreement will remain in effect pending execution of an amendment, execution of a new contract or notice of termination as provided herein.
PROJECT AGREEMENT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND
COMMON CARRIER TRANSPORT PROVIDER
(Arrowhead Economic Opportunity Agency, Inc.)
2019-2020

Article VII - Independent Contractor

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

Article VIII - Safeguard of Client Information

A. The use or disclosure by any party of any private information concerning a client, in violation of any rule of confidentiality or for any purpose not directly connected with the administration of County's or Provider's responsibility with respect to the Purchased Services, is prohibited without the written consent of the client or responsible parent or guardian.

B. Provider agrees to comply in all respects with the Minnesota Government Data Practices Act, Minn. Stat. Section 13.46, and Provider further agrees to comply with any requests of County which are necessitated by County's obligations under said Act. Provider's Director is responsible for compliance with said Act.

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

Article IX - Cancellation, Default and Remedy

A. This Agreement shall continue in effect until terminated by either party, with or without cause, with thirty (30) days advance, written notice delivered to the other party, served on the Director, Pine County Health and Human Services, 315 Main St S., Ste 200, Pine City, Minnesota 55063, on behalf of County.

B. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of County, upon resolution of County.
Article X - Single Instrument Legality

A. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Agency and County, relating to the subject matter hereof.

B. The provisions of this Agreement are severable. If a court of law holds any paragraph, section, subdivision, sentence, clause or phrase of this Agreement to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such ruling shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, the parties shall immediately meet to negotiate a revised Agreement which does not violate the above-referenced ruling.
PROJECT AGREEMENT BETWEEN
PINE COUNTY HEALTH & HUMAN SERVICES
AND
COMMON CARRIER TRANSPORT PROVIDER
(Arrowhead Economic Opportunity Agency, Inc.)
2019-2020

IN WITNESS WHEREOF, County and Agency agree that this contract is effective from January 1, 2019 through December 31, 2020.

APPROVED AS TO FORM AND EXECUTION:

__________________________________________
Pine County Attorney

__________________________________________
County:
Chairperson, Pine County Board of Commissioners

__________________________________________
Date

__________________________________________
County Administrator

__________________________________________
Date

__________________________________________
Director, Pine County Health & Human Services

__________________________________________
Date

__________________________________________
Agency:
Arrowhead Economic Opportunity Agency (AEOA)
Arrowhead Transit

__________________________________________
Date
AGENDA REQUEST FORM

Date of Meeting: 01/08/2019

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

☐ Personnel Committee
☐ Other ______________

Agenda Item: Approve contract for clinical supervision

Department: HHS

[Signature]
Department Head signature

Background information on Item:

Pine County Health and Human Services is mandated to provide clinical supervision to its mental health social workers. The attached contract is an agreement between the department and Jennifer White for clinical supervision services. Jennifer White has been providing this service to HHS for the last several years. The contract is in effect from January 1, 2019 through December 31, 2019. There is no change in the cost of the service ($120/hour). However, HHS has increased the number of hours up to four hours per month as the department will have a new adult mental health social worker (due to Ben Neubauer's retirement), who will require more clinical supervision per MN Statute 245. The County Attorney’s Office has reviewed the contract.

Action Requested:

Authorize the County Board Chairperson to sign the agreement between Pine County HHS and Jennifer White for clinical supervision services to be provided in calendar year 2019.

Financial Impact:

The rate of the service remains unchanged from 2018. The expenses are reimbursed to HHS from the MN Department of Human Services.
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, 2019 through December 31, 2019.

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, 2019 and continuing through December 31, 2019. Any additionally required services or times must be pre-approved by a Health and Human Services Social Service Supervisor.

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

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

3. **Payment for Purchased Services:**

a. **Certification of expenditures:**

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

b. **Payment:**

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

The Contractor shall:

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

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

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

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

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

5. Safeguard of Client Information:

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

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

6. **Compliance with Other Regulations:**

The Contractor further agrees to comply with the following:


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

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

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

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

8. **Indemnity and Insurance**

a. **Indemnity:**

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

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

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

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

9 Conditions of the Parties' Obligations

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

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

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

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

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

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

11. Miscellaneous:

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

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

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.
AGENDA REQUEST FORM

Date of Meeting: 01/08/2019

☑ County Board  ■ Consent Agenda  □ Regular Agenda

5 mins  □ 10 mins  □ 15 mins  □ Other

□ Personnel Committee  □ Other

Agenda Item: Approve new hire

Department: HHS

[Signature]

Department Head signature

Background information on Item:

Pine County Health and Human Services was authorized to hire an adult mental health social worker, as a position is soon to be vacant due to Ben Neubauer's retirement. Interviews were recently held for the position. The job was offered to and accepted by Nicholas Louden, contingent on the background check and approval by the County Board. If approved, Nicholas would begin his employment with Pine County HHS on January 23, at Grade 10, Step 2 ($25.01/hour).

Action Requested:

Approve the hiring of Nicholas Louden for a social worker position at HHS, contingent on background check, effective January 23, 2019, at Grade 10, Step 2 ($25.01/hour).

Financial Impact:

This position is contained in the 2019 HHS budget.
AGENDA REQUEST FORM

Date of Meeting: January 8th, 2019

[✓] County Board
[ ] Consent Agenda
[ ] Regular Agenda

☐ Personnel Committee
☐ Other

Agenda Item: Request for Overnight Training

Department: Probation

Background information on Item:
Corrections Agent Devin Petersen needs to complete mandatory training, as set by the probation department, and/or the Department of Corrections. These all take place at the DOC Training Academy at Camp Ripley.

Action Requested:
Authorize Devin Petersen to attend multiple training’s at Camp Ripley, lodging, and associated meals.

Financial Impact:
January 1st, January 10-11th: $32.50 lodging & $31.80 meals (Predatory Offender Registration training & Core Correctional Practices)
February 4th-February 7th: Lodging $32.50 x three= $97.50 & $71.55 for four meals (Motivational Interviewing Level II -Part I & LS/CMI Risk Assessment)
March 4th-6th: Lodging $32.50 x two nights= $65.00 & 7 meals=$55.65 (Motivational Interviewing Level II (Part II); Agent Safety/Search & Seizure/Critical Incident Stress Management; ICOTS)

Total=$354.00 Probation has allocated funds for training in its 2019 budget, and are within budget. Staff will use agency vehicle.
Name: Devin Petersen  
Phone: 320-591-1549  
Agency: Pine County Probation  
Position Title: Corrections Agent  

POD 1 January 7th - 11th  
☐ All Courses in POD  
☐ Doc Orientation  
☒ Predatory Offender Registration  
☐ Motivational Interviewing Level 1  
☒ Core Correctional Practices  

POD 2 February 4th - 8th  
☐ All Courses in POD  
☐ MNPAT: Pretrial Assessment Tool  
☒ Motivational Interviewing Level 2  
☒ LS/CMI: Phase 1 Online Pre-requisite  
☐ Hearings and Release Unit  

POD 3 March 4th - 8th  
☐ All Courses in POD  
☒ Agent Safety  
☒ Critical Incident Stress Mgmt.  
☐ Motivational Interviewing Level 2  
☐ Interstate Compact- Initial Users  
☐ Case Planning: MI 2 pre-requisite  
☐ Carey Guides  
☐ Making Effective Referrals  

Lodging (Camp Ripley)  
If only need certain days lodging use single date boxes.  
☐ Full POD 1/6, 1/7, 1/8, 1/9, 1/10  
☐ 1/06  
☐ 1/07  
☒ 1/08  
☐ 1/09  
☐ 1/10  

☐ Full POD 2/3, 2/4, 2/5, 2/6, 2/7  
☐ 2/3  
 ☒ 2/4  
 ☒ 2/5  
 ☒ 2/6  
 ☒ 2/7  

☐ Full POD 3/3, 3/4, 3/5, 3/6, 3/7  
☐ 3/3  
 ☒ 3/4  
 ☒ 3/5  
 ☒ 3/6  
 ☒ 3/7  

Meals:  
☐ All  

Date  
Breakfast  
Lunch  
Dinner  

01/07  ☐  ☐  ☐  
01/08  ☐  ☐  ☐  
01/09  ☐  ☐  ☐  
01/10  ☐  ☒  ☒  
01/11  ☒  ☒  ☐  
02/04  ☐  ☐  ☒  
02/05  ☒  ☒  ☒  
02/06  ☒  ☒  ☒  
02/07  ☒  ☒  ☐  
02/08  ☐  ☐  ☐  
03/04  ☐  ☒  ☒  
03/05  ☒  ☒  ☒  
03/06  ☒  ☒  ☐  
03/07  ☐  ☐  ☐  
03/08  ☐  ☐  ☐  

Comments:  

Refer to Training Academy Schedule while filling out this form!  
Non Doc Staff will be invoiced based on this form after their training has taken place.  
If you need to cancel lodging for any reason please let us know so we can release the room.  
Be sure to save form use SAVE AS after filling it out then email to Bonnie Thomspson at bonnie.l.thompson@state.mn.us
Yes, that is correct.

-----Original Message-----
From: Devin D. Petersen [mailto:Devin.Petersen@co.pine.mn.us]
Sent: Friday, December 07, 2018 11:21 AM
To: Thompson, Bonnie L (DOC) <bonnie.l.thompson@state.mn.us>
Subject: Training Academy

HI Bonnie,

I just wanted to verify the numbers with you prior to me handing this in to Terry for the County Board approval. Please let me know if this matches up on your end.

Revised Version:

Lodging: $32.00 per night.
Meals: $7.95 per meal.

So, $32.00 * 6 nights = $192.00

Total # of meals: 20.
So, 20 meals * 7.95 per meal = $159.00

Total: $192.00 + $159.00 = $351.00

Regards,

-----Original Message-----
From: noreply@co.pine.mn.us [mailto:noreply@co.pine.mn.us]
Sent: Friday, December 7, 2018 11:09 AM
To: Devin D. Petersen <Devin.Petersen@co.pine.mn.us>
Subject: SCAN-07122018-110836

Scan from copier

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AGENDA REQUEST FORM

Date of Meeting: January 8, 2019

☐ County Board
☒ Consent Agenda
☐ Regular Agenda

☐ 5 mins. 10 mins. 15 mins. Other

☐ Personnel Committee
☐ Other ____________

Agenda Item: AMC Legislative Conference

Department: Administration

Department Head Signature

Background information on Item:

Action Requested:

Consider County Administrator David Minke, Commissioner Steve Hallan and any other commissioner who desires, to attend the AMC Legislative Conference, February 13-14, 2019 at the InterContinental Hotel, St. Paul.

Financial Impact:

Registration per attendee: $300; Lodging: $183.33 per night. Parking fee: $21 per day. Funds are available in the 2019 Commissioner and Administrator budget.
AGENDA REQUEST FORM

Date of Meeting: January 8, 2019

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

Agenda Item: Subsurface Sewage Treatment System Certification Course

Department: Planning, Zoning, & Solid Waste

Background information on Item:

Minnesota Rules Section 7083.0700 requires state SSTS licenses for the type of working being performed. The Pine County Subsurface Sewage Treatment Systems Ordinance requires the Zoning staff to inspect installations for new or replace septic systems and provides for the Zoning staff to complete inspections of existing systems as well.

The courses required to obtain a Septic Inspector License are as follows: Introduction to Onsite Systems, Installing Onsite Systems, Soils, and Inspecting Onsite Systems.

Action Requested:


Financial Impact:

The tuition fees are $465.00 for the Design Course, $320.00 for the Soils course, and $290.00 for the Inspecting Onsite Systems course. The cost of hotel rooms for the 8 nights is estimated at $900. The cost of meals for the 10 days of travel is estimated at $475. The total cost of the trainings, hotel rooms, and meals is $2,450.00.

These costs are within the 2019 Zoning budget for trainings.
Members:
Commissioner Josh Mohr
Commissioner Matt Ludwig

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

Present were Commissioner Mohr, Commissioner Ludwig, Child Support Supervisor Jodi Blesener, Building Maintenance Supervisor Pete Umbreit, IT Manager Ryan Findell, County Administrator David Minke, Project Construction Manager Troy Haug, Dale Wilkening, Sandstone Sportsman Club and Attorney Mike Bjerke, Sandstone Sportsman Club.

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

3. **Motion** by Commissioner Mohr to approve the Minutes from the November 7, 2018 Facilities Committee meeting. Second by Commissioner Ludwig. Motion passed 2-0.

4. **Clean Air Policy**
   County Public Health Educator Hailey Freedlund updated the committee on the work the county’s Wellness Committee has done with regards to tobacco usage, including an employee survey. One of the committee recommendations is to review the policy on tobacco use at work. The current policy is in Section 21.2 of the policy manual. The committee recommends consideration of a policy prohibiting smoking within 20 feet of building entrances.

   The committee requested Freedlund work with building maintenance and others to identify specific outdoor smoking areas for the public and employees for each building and present the information at the February committee meeting.

5. **Sandstone Sportsman Club Shooting Range**
   The Sandstone Sportsman Club owns a shooting range (approximately 33 acres) at 50085 Wildlife Road, Sandstone. The club is interested in donating the range to the county for use by the county sheriff’s office. Sheriff Nelson believes this range would be an asset, and the range has been used for law enforcement training. The club is requesting that the county make the range available to youth safety training and if the county sells or otherwise disposes of the land within 20 years, that the club have an opportunity to reclaim ownership of the land.
The club also inquired if funds could be donated to the county that could be restricted for upkeep and maintenance of the range. Sheriff Nelson has checked with the Minnesota Intergovernmental Trust (MCIT) and insurance for the land would be minimal.

The committee supports the concept of the donation of the shooting range and requested the county attorney to review the proposed donation and develop possible deed restrictions and use policy for the land. The county attorney will also research any issues related to lead that is present at the range.

6. **City of Pine City Sublease at the South Pine Government Center**
The City of Pine City is proposing to sublease space in the SPGC to the Pine City Area Chamber of Commerce. The Chamber currently occupies the space. **Motion** by Commissioner Ludwig to recommend approval of the sublease from the City of Pine City to the Chamber of Commerce for 2019. Second by Commissioner Mohr. Motion passed 2-0.

7. **North Pine Government Center Project Update**
Project Manager Troy Haug updated the committee on the construction of the North Pine Government Center (NPGC). The building is framed and weather tight. Window frames are expected this week and glass next week. Progressing with interior rough ins and dry wall.

8. **SPGC Security Camera Update**
IT Manager Ryan Findell updated the committee that camera types and locations were reviewed with the sheriff, HHS, and City of Pine City. Total project cost is estimated at $18,000. The project will be funded with $7,000 from HHS and $11,000 from IT. Pine County IT staff will install the cameras.

9. **John Wright Building Update**
County Attorney Frederickson updated the committee that the State of Minnesota has agreed to release its interest in the John Wright Building. The school board and county board will approve a joint resolution. Once the state’s interest is released, the building ownership should revert to the county. If necessary, a quit claim deed can be prepared.

   The City of Sandstone has indicated it is interested in the John Wright Building. The county can sell the building to a unit of government through a negotiated sale. Sale to other entities will require a bid process. The City of Sandstone will be invited to the February Facility Committee meeting to discuss its interest in the property.

With no further business, the meeting adjourned at 10:00 a.m.
AGENDA REQUEST FORM

Date of Meeting: January 8, 2019

☐ County Board
☐ Consent Agenda
☒ Regular Agenda

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

Agenda Item: ___John Wright Building Transfer__________________________

Department: ___Administration________________________________________

____________________________________
Department Head signature

Background Information on Item:
In 1998 the East Central School District and Pine County entered a joint use agreement for the John Wright Building to operate a collaborative program. The School District received a grant of state bond funds to make improvements at the John Wright Building. As part of the project, the county transferred its ownership of the building to the school district with the provision that ownership would revert to the county at the end of 20 years.

The state has now indicated that the school district has fulfilled the obligations under the grant and it will release its interest in the building. As part of that process, the district and county need to approve the attached joint resolution.

Action Requested
Consider approval of the Joint Resolution (Pine County Resolution 2019-02)
RESOLUTION TRANSFERRING OWNERSHIP OF THE JOHN WRIGHT COLLABORATIVE
BUILDING FROM EAST CENTRAL PUBLIC SCHOOLS ISD 2580 TO PINE COUNTY
JANUARY 2019
Pine County Resolution 2019-02

WHEREAS, East Central Public Schools ISD 2580 (the “School District”) and Pine County
entered into a Joint Powers and Collaborative Agreement (the “Agreement”) on the 23rd day of April,
1998 to provide for the construction and operation of a joint use at-risk children, family, health and
human services facility (the “Property”).

WHEREAS, the School District received a grant from the State of Minnesota for the construction of
the Property pursuant to a grant Agreement dated March 4, 1998 (the “Grant Agreement”).

WHEREAS, Article 11 Section 11.2a of the Agreement states:

Upon the State’s release of its interest in the Facility and Land, the ownership of the Facility and
Land shall revert to the County and the County shall be the title holder and fee owner of the
Facility and Land. The School District shall have no interest in the Facility or Land upon the
State’s release of its interest in the Facility and Land.

WHEREAS, the Grant Agreement has terminated according to its terms and the property is no
longer usable or needed to carry out the governmental purpose for which it was originally acquired,
constructed, and bettered.

WHEREAS, Minnesota Statute Section 123B.02 provides school districts the authority to sell or
transfer ownership of property and facilities.

WHEREAS, Minnesota Statute 16A.695 and the Commissioner’s Fourth Order have been
fulfilled by the School District and the School District is seeking release of the Declaration filed in
connection with the Grant Agreement;

THEREFORE BE IT RESOLVED by the East Central School Board of Education and Pine County
Board of Commissioners that the John Wright Collaborative Building, property, and all other structures
on site are hereby transferred in full to Pine County and the School District shall no longer have any
ownership interest therein.

___________________________  ___________________________
Chair, East Central School Board  Chair, Pine County Board of Commissioners

___________________________  ___________________________
East Central Superintendent  Pine County Administrator

Date Approved: ______________ Date Approved: January 8, 2019
AGENDA REQUEST FORM

Date of Meeting: January 8, 2019

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

☐ Personnel Committee
☐ Other ____________

Agenda Item: Establish Per Diem and Mileage Reimbursements for Citizen Members of Boards and Committees

Department: __________________________ Administration

__________________________
Department Head signature

Background information on Item:

The County Board and/or Board Chair appoints citizens to represent Pine County on various boards and committees. The county has typically provided a mileage reimbursement and per diem payment as shown on the attached resolution. The per diem amounts on the attached are unchanged from 2018.

Action Requested:

Consider Resolution 2019-03, a resolution establishing per diem and mileage reimbursement for citizen members of boards and committees.
Resolution #2019-03
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>$50</td>
</tr>
<tr>
<td>Pine County Chemical Health Coalition</td>
<td>$50</td>
</tr>
<tr>
<td>Extension Committee</td>
<td>$50</td>
</tr>
<tr>
<td>Library</td>
<td>$50</td>
</tr>
<tr>
<td>Community Health Advisory</td>
<td>$50</td>
</tr>
<tr>
<td>Housing Steering Committee</td>
<td>$50</td>
</tr>
<tr>
<td>County HRA</td>
<td>$50</td>
</tr>
<tr>
<td>Probation Advisory Committee</td>
<td>$50</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 8th day of January, 2019

Attest:

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

_________________________, Chair  
Pine County Board of Commissioners
AGENDA REQUEST FORM

Date of Meeting: January 8, 2019

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

☐ Personnel Committee  ☐ Other _________

Agenda Item: Legal Publication

Department: Administration

Department Head Signature

Background information on Item:

On January 2, 2019 sealed bid(s) for the cost of publication of the financial statement (first and second publication), County Board proceedings and other published notices as required by law were opened. The results were as follows:

A. Franklin Newspapers Inc., dba the Hinckley News: $7.50 per column inch for the first publication. Franklin Newspapers Inc. will sub-contract the above legal publications to all the legal newspapers in the county which include the Pine County Courier, Askov American and Pine City Pioneer.

B. The Pine City Pioneer: $8.75 per column inch to publish the second publication of the county financial statement.

Action Requested:

Award the 2019 bid for publication costs to the lowest responsible bidder.

Financial Impact:

2018 publication rates were:
Pine City Pioneer: $8.75 per column inch (1st publication)
Askov American: $7.35 per column inch (2nd publication)
December 27, 2018

TO: David J. Minke  
    Pine County Administrator  
FROM: Pine City Pioneer  
RE: 2019 Legal notice bid

Pursuant to the 1936 Supreme Court ruling involving the Brainerd Daily Dispatch, and based on an arrangement of all the newspapers of Pine County to provide an efficient, low-cost way to provide countywide circulation of County Board proceedings the Pine City Pioneer submits the following bid:

   To publish second publication of the County Financial Statement at the rate of $8.75 per column inch.

Respectfully submitted,

Wade Weber  
Publisher  
Pine City Pioneer
To: Pine County Board of Commissioners  
315 Sixth Street  
Pine City, MN 55063  

Pursuant to your call for bids, we will publish in the Hinckley News, a legal newspaper, the auditor's financial statement, the proceedings of the County Board, the delinquent tax list, legal notices and other such notices that are required by law to be published during 2019.

On behalf of Franklin Newspapers Inc., dba the Hinckley News, I would like to enter the following bid: $7.50 per column inch for the first publication.

We will, at the same time, sub-contract the above legal publications to all the legal newspapers in the county which include the Pine County Courier, Askov American and Pine City Pioneer. Thank you for your consideration.

Respectfully submitted,

Tim Franklin, Publisher  
Hinckley News  

[Signature]