



**AGENDA**  
**PINE COUNTY BOARD MEETING**

- District 1      Commissioner Hallan
- District 2      Commissioner Pangerl
- District 3      Commissioner Chaffee
- District 4      Commissioner Rossow
- District 5      Commissioner Ludwig

**Tuesday, October 21, 2014, 10:00 a.m.**  
**Board Room, Pine County Courthouse**  
**Pine City, Minnesota**

- A) Call meeting to order
- B) Pledge of Allegiance
- C) Public Forum. Members of the public are invited to speak on items not on the agenda. Each speaker should state his/her name and limit comments to three (3) minutes.
- D) Adopt Agenda
- E) Approve Minutes of October 7, 2014 County Board Meeting and Summary for publication.
- F) Minutes of Boards, Committees and Correspondence  
     ECRL Library Board Minutes – September 8, 2014
- G) Approve Consent Items

**CONSENT AGENDA**

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

**1. Review September, 2014 Cash Balance (attached)**

<b>Fund</b>	<b>September 30, 2013</b>	<b>September 30, 2014</b>	<b>Increase(Decrease)</b>
General Fund	880,846.81	1,845,138.65	964,291.84
Health and Human Services Fund	941,131.49	148,614.77	(792,516.72)
Road and Bridge Fund	7,564,446.33	9,111,237.65	1,546,791.32
Land Management Fund	1,995,822.25	1,908,595.32	(87,226.93)
TOTAL (inc non-major funds)	13,679,996.55	15,316,726.40	1,636,729.85

**2. Tobacco License**

Consider tobacco license for new owners of West Beroun Liquor, LLC. (New owners but retaining the same business name as formerly approved). Approval is subject to Pokegama Township and the State of Minnesota.

3. **Off Sale Liquor License**

Consider off sale liquor license for new owners of West Beroun Liquor, LLC. (New owners but retaining the same business name as formerly approved). Subject to approval of Pokegama Township and the State of Minnesota.

**REGULAR AGENDA**

1. **Personnel Committee**

Personnel Committee met October 14, 2014 and made the following recommendations (Minutes attached):

Auditor-Treasurer

Recommend a temporary stipend in the amount of \$0.70 per hour for the County Forester to complete the additional duties of Land Commissioner.

Health & Human Services

- a. Recognize the resignation of RN Amber Stumne effective September 29, 2014 and approve backfill of the position.
- b. Approve backfill of Child Protection Social Worker position due to promotion.

Administrator:

- a. Approve six-month FMLA leave extension of HHS employee.

Other items are for informational purposes only.

2. **East Central Drug and Violent Offender Task Force**

Consider approval of amended East Central Drug and Violent Offender Task Force Joint Powers Agreement and authorize Board Chair and County Administrator to sign.

3. **Law Enforcement Services Contract – City of Sandstone**

Consider approval of the final agreement for law enforcement services between Pine County and the City of Sandstone for years 2015-2017 with the following rates: \$115,297 (2015), \$116,571 (2016), and \$117,845 (2017) and authorize signature by Board Chair and County Sheriff.

4. **Pine County Housing and Redevelopment Authority**

Approve reappointment of Dorothy Stockamp for a 5-year term to the Pine County Housing and Redevelopment Authority Board of Directors, term October 5, 2014 - October 4, 2019.

5. **Third Quarter Budget Update**

6. **Community Health Board**

- a. Update from October 15, 2014 Community Health Board meeting.
- b. Appointment of Community Health Board members..

7. **County Auction**

Update.

8. **Commissioner Updates**

East Central Solid Waste Commission (10/13)  
East Central Regional Library Board (10/13)  
Methamphetamine Task Force (10/13)  
Arrowhead Counties Association (10/15)  
Other

9. **Other**

Change in Date: November 11, 2014 personnel meeting has been rescheduled to November 13, 2014 at 9:00 a.m.

10. **Upcoming Meetings –(Subject to Change)**

- a. **Technology Committee, Tuesday, October 21, 2014, 8:30 a.m.**, Commissioners' Conference Room, Courthouse, Pine City, Minnesota.
- b. **Pine County Board Meeting, Tuesday, October 21, 2014, 10:00 a.m.**, Boardroom, Pine County Courthouse, Pine City, Minnesota.
- c. **Pine County Health and Human Services Meeting, Tuesday, October 21, 2014, 1:00 p.m.**, Boardroom, Pine County Courthouse, Pine City, Minnesota.
- d. **NLX, Wednesday, October 22, 2014, 10:00 a.m.**, Board Room, Courthouse, Pine City, Minnesota.
- e. **NE Regional Radio Board Meeting, Thursday, October 23, 2014, 10:00 a.m.**, Video Conference, Courthouse, Pine City, Minnesota.
- f. **AMC District 1 Meeting, Friday, October 24, 2014, 8:00 a.m.**, Aitkin County, Quadna Mountain Resort (Chalet), 400 Quadna Mountain Road, Hill City, Minnesota.
- g. **GPS 45:93, Friday, October 24, 2014, 10:00 a.m.**, Lakes & Pines, 1700 Maple Avenue, Mora, Minnesota.
- h. **Snake River Watershed Joint Powers Board, Monday, October 27, 2014, 9:00 a.m.**, Rice Lake Wildlife Refuge, Aitkin, Minnesota.
- i. **East Central Regional Development Commission, Monday, October 27, 2014, 7:00 p.m.**, 100 Park St. So., Mora, Minnesota.
- j. **Special Meeting-Budget Committee, Tuesday, October 28, 2014, 9:00 a.m.**, Boardroom, Pine County Courthouse, Pine City, Minnesota
- k. **Law Library Meeting, Wednesday, October 29, 2014, 12:00 p.m.**, Law Library, Courthouse, Pine City, Minnesota.
- l. **Economic Development Meeting, Thursday, October 30, 2014, 3:00 p.m.**, Jury Assembly Room, Pine County Courthouse, Pine City, Minnesota.
- m. **Central Regional EMS Committee Meeting, Friday, October 31, 2014, 10:00 a.m.**, Stearns County Service Center, 3301 County Road 138, Waite Park, Minnesota.
- n. **Pine County Board Meeting, Tuesday, November 4, 2014, 1:00 p.m.**, Public Health Building, Sandstone, Minnesota.

11. **Adjourn**

# MINUTES OF PINE COUNTY BOARD MEETING

## Regular Meeting

**Tuesday, October 7, 2014, 1:00 p.m.**  
**Public Health Building, Sandstone, Minnesota**

Chair Curt Rossow called the meeting to order at 1:00 p.m. Present were Commissioners Steve Hallan, Mitch Pangerl, Steve Chaffee and Matt Ludwig. Also present was and County Administrator David Minke. County Attorney John Carlson arrived at 1:09 p.m.

The Pledge of Allegiance was said.

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

Chair Rossow requested the following revisions be made to the agenda:

- Remove Consent Item #3, Liquor License
- Add Regular Item #5a, City of Pine City lease update
- Add Regular Item #5b, Schedule Budget Committee meeting

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

Commissioner Hallan moved to approve the Minutes of the September 30, 2014 Special Meeting – Committee of the Whole-Highway and Road Tour. Second by Commissioner Ludwig. Motion carried 5-0.

Commissioner Chaffee moved to approve the Minutes of the September 29, 2014 Special Meeting-Budget Committee. Second by Commissioner Pangerl. Motion carried 5-0.

Commissioner Ludwig moved to approve the Minutes of the September 16, 2014 board meeting and Summary for publication. Second by Commissioner Hallan. Motion carried 5-0.

Minutes of Boards, Committees and Correspondence

- Pine County Land Surveyor Monthly Report – September 2014
- Pine County HRA Senior Housing Minutes – regular meeting – August 27, 2014
- Pine County Probation Advisory Committee Unapproved Minutes – August 26, 2014
- Pine County Historical Society Minutes - August, 2014

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

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

### **CONSENT AGENDA**

#### **1. September, 2014 Disbursements**

Disbursements Journal Report, September 1, 2014 – September 30, 2014.

2. **Application for Abatement**

Approve:

Sharon & Bernard Johnson, 9533 Gronigen Rd., Sandstone, PID 12.0124.000, pay 2014.

Nathan Nelson, 41300 Wilbur Way, Hinckley, PID 09.0123.000, pay 2014.

3. **Liquor License**

Removed from Agenda.

4. **Personnel**

A. Approve promotion for Social Worker Beth Jarvis to Social Services Supervisor in Children Services effective October 13, 2014, \$28.80 per hour, grade C51.

B. Authorize hiring of Social Services Supervisor Barbara Schmidt (Adult Services) effective October 21, 2014, \$27.25 per hour, grade C51.

5. **Training**

A. Approve LPN Stephanie Larson and RN Mickey VanVleet to attend the Annual Immunization Conference in St. Cloud, October 27-28, 2014. Larson: Registration/\$120, Meals/\$15, Accommodations/\$77, Travel/\$76.16; VanVleet: Registration/\$120, Travel/\$111.10. Total cost: \$519.26.

B. Approve LPNs Wendy Bloom and Stephanie Larson to attend the Toward Zero Death Conference in Duluth, November 13-14, 2014. Total cost: \$406.00

**REGULAR AGENDA**

1. **County Financial Workers and Case Aide Day**

Health & Human Services Director Becky Foss thanked HHS financial workers and case aides for their work and requested that October 15, 2014 be recognized as County Financial Worker and Case Aide Day. The board stated their appreciation to these employees for their dedication to the county.

**Motion** by Commissioner Hallan designating October 15, 2014 as County Financial Worker and Case Aide Day. Second by Commissioner Ludwig. Motion carried 5-0.

2. **Land Sale**

County Auditor-Treasurer Cathy Clemmer presented the results from the land sale held September 19, 2014. Total acreage sold at auction 1,033.75, total sale amount \$708,800. Clemmer explained the apportionment of the funds distribution, after paid expenses and special assessments: 40% to county (general fund), 40% to the school district in which the real estate lies, and 20% to the corresponding township or city.

3. **Communications Facility Use Agreement Amendment**

Emergency Management Coordinator Denise Baran and DSC Communications representative Mark Smith provided information as to two new antennas being added to the Duxbury tower to support the Amateur Radio Group (ARES) and the County. The additional annual cost to Pine County is \$100, for a total cost of \$400 per year for all antennas.

**Motion** by Commissioner Hallan to approve the State of Minnesota Communications Facility Use Agreement Amendment and authorize Board Chair and County Administrator to sign. Second by Commissioner Ludwig. Motion carried 5-0.

4. **East Central Regional Library**

County Administrator David Minke provided an overview of the 2015 East Central Regional Library Budget Summary and 2015 Budget Request to Counties. Pine County's allocation for 2015 is \$302,911. Commissioner Chaffee noted this is \$1,081 less than 2014.

**Motion** by Commissioner Chaffee to approve the 2015 East Central Regional Library budget and Pine County's local share of \$302,911. Second by Commissioner Hallan. Motion carried 5-0.

5. **2015 Kanabec/Pine Community Health Services**

Commissioners Hallan and Chaffee and Administrator Minke updated the board on the Pine-Kanabec public health collaboration. Discussion was held regarding: 1) amendment of the bylaws to the 1991 Joint Powers Agreement to reflect a board consisting of commissioners only (a special meeting is scheduled for October 15, 2014 to address formal action of amending the bylaws), 2) review of the 2015 Community Health Services budget (Pine County's 2015 contribution is \$353,435) and 3) sharing staff and operational resources.

**Motion** by Commissioner Chaffee to approve the 2015 Kanabec/Pine Community Health Services budget and Pine County local share of \$353,435. Second by Commissioner Hallan. Motion carried 5-0.

5a. **City of Pine City - Lease**

Commissioner Mitch Pangerl and Administrator Minke provided an overview of the October 6, 2014 Pine Government Center (315 Main Street, Pine City) lease meeting with city officials. Tentative terms regarding the lease term, payments and maintenance were discussed and agreed upon, with the city and county agreeing to take the terms back to their respective boards for consideration.

**Motion** by Commissioner Pangerl to approve the general terms of the lease agreement with the City of Pine City as follows: Lease Term: 5 year lease (Jan. 1, 2015-Dec. 31, 2019); Lease Payments: 2015-\$40,000, 2016-\$45,000, 2017-\$50,000, 2018-\$55,000, 2019-\$60,000; Maintenance: Pine City continues to do exterior maintenance (lawn mowing & snow removal), provide its own janitorial for its public and private spaces on the 2<sup>nd</sup> floor and vacate the garage space; County continues to be responsible for maintenance of building systems. Second by Commissioner Ludwig. Motion carried 5-0.

5b. **Scheduling of Budget Committee Meeting**

The board scheduled a Special Meeting-Budget Committee for Tuesday, October 28, 2014 at 9:00 a.m. at the Board Room, Pine County Courthouse, Pine City, Minnesota.

6. **Commissioner Updates**

Law Library: No update.

Arrowhead Counties Association: No update.

Rush Line Task Force: No update

Snake River Watershed Joint Powers Board: Normal business.

NLX: No update.

NE Regional Radio Board Meeting: No meeting.

GPS 45:93: Good meeting.

Community Health Board: addressed within board meeting

Soil & Water Conservation District: Commissioner Ludwig provided update.

Other

7. **Other**

8. **Upcoming Meetings**

Upcoming meetings were reviewed.

9. **Adjourn**

With no further business, Chair Rossow adjourned the county board meeting at 2:20 p.m. The next regular meeting of the county board is scheduled for October 21, 2014 at 10:00 a.m. at the Board Room, Pine County Courthouse, Pine City, Minnesota.

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Curt H. Rossow, Chair  
Board of Commissioners

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David J. Minke, Administrator  
Clerk to County Board

**SUMMARY  
OF  
MINUTES OF PINE COUNTY BOARD MEETING  
Regular Meeting**

**Tuesday, October 7, 2014, 1:00 p.m.  
Public Health Building, Sandstone, Minnesota**

Chair Curt Rossow called the meeting to order at 1:00 p.m. Present were Commissioners Steve Hallan, Mitch Pangerl, Steve Chaffee and Matt Ludwig. Also present was and County Administrator David Minke. County Attorney John Carlson arrived at 1:09 p.m.

The Pledge of Allegiance was said.

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

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

Commissioner Hallan moved to approve the Minutes of the September 30, 2014 Special Meeting – Committee of the Whole-Highway and Road Tour. Second by Commissioner Ludwig. Motion carried 5-0.

Commissioner Chaffee moved to approve the Minutes of the September 29, 2014 Special Meeting-Budget Committee. Second by Commissioner Pangerl. Motion carried 5-0.

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Pine County HRA Senior Housing Minutes – regular meeting – August 27, 2014

Pine County Probation Advisory Committee Unapproved Minutes – August 26, 2014

Pine County Historical Society Minutes - August, 2014

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

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

Disbursements Journal Report, September 1, 2014 – September 30, 2014.

Approve Application for Abatements:

- a. Sharon & Bernard Johnson, 9533 Gronigen Rd.
- b. Nathan Nelson, 41300 Wilbur Way, Hinckley

Liquor License – removed from agenda.

Approve promotion for Social Worker Beth Jarvis to Social Services Supervisor in Children Services effective October 13, 2014, \$28.80 per hour, grade C51.

Authorize hiring of Social Services Supervisor Barbara Schmidt (Adult Services) effective October 21, 2014, \$27.25 per hour, grade C51.

Approve LPN Stephanie Larson and RN Mickey VanVleet to attend the Annual Immunization Conference. Total cost: \$519.26.

Approve LPNs Wendy Bloom and Stephanie Larson to attend the Toward Zero Death Conference. Total cost: \$406.00.

**Motion** by Commissioner Hallan designating October 15, 2014 as County Financial Worker and Case Aide Day. Second by Commissioner Ludwig. Motion carried 5-0.

**Motion** by Commissioner Hallan to approve the State of Minnesota Communications Facility Use Agreement Amendment and authorize Board Chair and County Administrator to sign. Second by Commissioner Ludwig. Motion carried 5-0.

**Motion** by Commissioner Chaffee to approve the 2015 East Central Regional Library budget and Pine County local share of \$302,911. Second by Commissioner Hallan. Motion carried 5-0.

**Motion** by Commissioner Chaffee to approve the 2015 Kanabec/Pine Community Health Services budget and Pine County local share of \$353,435. Second by Commissioner Hallan. Motion carried 5-0.

**Motion** by Commissioner Pangerl to approve the general terms of the lease agreement with the City of Pine City as follows: Lease Term: 5 year lease (Jan. 1, 2015-Dec. 31, 2019); Lease Payments: 2015-\$40,000, 2016-\$45,000, 2017-\$50,000, 2018-\$55,000, 2019-\$60,000; Maintenance: Pine City continues to do exterior maintenance (lawn mowing & snow removal), provide its own janitorial for its public and private spaces on the 2<sup>nd</sup> floor and vacate the garage space; County continues to be responsible for maintenance of building systems. Second by Commissioner Ludwig. Motion carried 5-0.

The board scheduled a Special Meeting-Budget Committee for Tuesday, October 28, 2014 at 9:00 a.m., Board Room, Pine County Courthouse, Pine City, Minnesota.

With no further business, Chair Rossow adjourned the county board meeting at 2:20 p.m. The next regular meeting of the county board is scheduled for October 21, 2014 at 10:00 a.m. at the Board Room, Pine County Courthouse, Pine City, Minnesota.

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Curt H. Rossow, Chair  
Board of Commissioners

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David J. Minke, Administrator  
Clerk to County Board

**The full text of the board's Minutes are available at the County Administrator's Office and the county's website ([www.co.pine.mn.us](http://www.co.pine.mn.us)). Copies may also be requested from the administrator's office.**

## ECRL Library Board Minutes

**Time:** Monday, September 8, 2014

**Place:** Hinckley Library

**Present:** Board Members – Raisanen, James (Aitkin); Hommes, Linda (Aitkin); McMahon, George (Chisago); Byrne, Richard (Chisago); Carlson, Keith (Chisago); Misiura, Audrey (Isanti); Warring, Mike (Isanti); Lee, Karen (Isanti); Anderson, Gene (Kanabec); Zaudtke, Wayne (Kanabec); Reynolds, Genny (Mille Lacs); Sauer, Tom (Mille Lacs); Kramersmeier, Charlotte (Mille Lacs), Swanson, Margery (Pine); Goddard, Carol (Pine); Chaffee, Steve (Pine)

Staff: Misselt, Barbara (Director, ECRL); Lydon, Carla (Assistant Director, ECRL); Anderson, Shelly (Admin Serv Mgr, ECRL); Carlson, Marlys (Office Clerk/Recorder, ECRL)

Absent Board Members: Jensen, Robert (Kanabec); Niemi, Don (Aitkin)

### **Call to Order:**

James Raisanen called the September 2014 meeting of the East Central Regional Library to order at 9:30 a.m.

### **Pledge of Allegiance & Introductions:**

Introduction – Ceci Cross-Maser, Hinckley Librarian; has been a librarian for 18 years, welcomes all to the Hinckley branch. Introduction – Kyle, Hinckley's City Administrator. Kyle leads a discussion of needs in counties and raising money for improvements. Everyone needs more space. Plans are for the city Hall and Library to stay the same for now.

### **Adopt/Amend Agenda:**

Misselt: Requested to amend agenda to add under new business Mora furniture.

M/S/P: unanimous

Lee/Kramersmeier

**Period for Public Comment** - None

### Approval of Previous Minutes

M/S/P: unanimous

Hommel/McMahon

### Bills:

M/S/P: unanimous

Lee/Sauer, motion to accept August 2014 bills as presented.

### Financial Reports:

M/S/P: unanimous

Lee/Sauer, move to accept August 2014 financial report as presented.

### ECRL Administrative Reports

#### A. Director's Organizational Report

Misselt –Mid-year statistics are finished. Reference to charts in handouts – Discussion of digital use increasing, physical circulation is going down, total circulation is not increasing.

#### B: Branch Highlights

Lydon: Referring to written report – summer reading program is done

Discussed problem at Rush City branch with flooding every time it rains

Reynolds: Comments on how impressed she is with the Legacy Programs

Kramersmeier: Legacy is getting a name for itself within the ECRL libraries. There's a large attendance at the programs.

### Other Reports:

Planning Committee:

Zaudtke: Reports the progress since last meeting. The Mission Statement draft of change

Lydon presents a word-cloud of words from Focus Groups on the needs of the community

Misselt: Committee work has 6 goals and strategies to achieve goals.

Misiura: Librarians need training to assist the public. Lee: Suggests an in-service day for training. To be further discussed with Personnel Committee.

**Library and Service Delivery Consultant Work Group:** George McMahon represents Association of Minnesota Counties.

**Old Business:**

Misselt: The 2015 budget request to counties is presented to the board and reviewed.

M/S/P: unanimous

Chaffee/Carlson, motion to pass this budget

Library building projects, their needs are reviewed. Aitkin Library is re-opened.

**New Business:**

Misselt: Need approval for RLBS final report submission.

M/S/P: unanimous

Carlson/Hommes to approve

Misselt: A memorial donated to the Mora Library is being held by ECRL in a special fund. Staff recommends that memorial be used for Mora furniture and requests board approval for using the money for a new circulation desk. Misselt will bring proposal including price to a future meeting to move forward with plans.

**Trustee Issues:**

Legislative Report updates – waiting for election before final determination of platform, which includes a request for more library funding. Misselt has been nominated for MLA Legislative Chair. Voting is open online.

**Future agenda: Next meeting:** Next meeting: Cambridge

**Motion to Adjourn:** 11:30 a.m.

M/S/P: unanimous

McMahon/Carlson

Audrey Misiura, Secretary

Marlys Carlson, Recorder



# AGENDA REQUEST FORM

Date of Meeting: October 21, 2014

- County Board**
  - Consent Agenda
  - Regular Agenda
- 5 mins  10 mins  15 mins  Other
- Personnel Committee**
- Other** \_\_\_\_\_

Agenda Item: September 2014 Cash Balance

Department: Auditor-Treasurer

*Cathy Cleaver*  
Department Head signature

**Background information on Item:**

**Action Requested:**

**Financial Impact:**

TREASURER'S CASH TRIAL BALANCE COMPARISON

FUND	September 30, 2013 BALANCE	September 30, 2014 BALANCE	DIFFERENCE
1 - GENERAL	880,846.81	1,845,138.65	964,291.84
12 - H&HS	941,131.49	148,614.77	(792,516.72)
13 - ROAD & BRIDGE	7,564,446.33	9,111,237.65	1,546,791.32
22 - LAND	1,995,822.25	1,908,595.32	(87,226.93)
TOTAL (incl non-major funds)	\$13,679,996.55	\$15,316,726.40	1,636,729.85

CATHYJ  
10/13/14 8:13AM

\*\*\*\*\* Pine County \*\*\*\*\*

TREASURER'S CASH TRIAL BALANCE

As of 09/2014



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
1 General Revenue Fund	2,608,669.34			
Receipts		290,765.07	8,494,774.97	
Disbursements		459,001.15-	8,427,501.77-	
Payroll		718,125.22-	6,744,830.77-	
Journal Entries		3,249.47-	5,914,026.88	
Fund Total . . . . .		889,610.77-	763,530.69-	1,845,138.65
12 Health & Human Services	420	H&Hs-Income Maintenance		
	2,040,281.15			
Receipts		42,748.21	1,060,541.73	
Disbursements		61,032.07-	556,214.50-	
Payroll		136,000.17-	1,293,340.34-	
Journal Entries		28,392.88	705,221.16	
Dept Total . . . . .		125,891.15-	83,791.95-	1,956,489.20
12 Health & Human Services	430	H&Hs-Social Services		
	1,373,656.68-			
Receipts		112,463.06	1,717,608.14	
Disbursements		31,724.63-	249,089.15-	
SSIS		206,375.82-	2,166,475.76-	
Payroll		125,905.03-	1,241,131.56-	
Journal Entries		31,323.31	1,351,750.19	
Dept Total . . . . .		220,219.11-	587,338.14-	1,960,994.82-
12 Health & Human Services	440	Childrens Collaborative (H&Hs)		
	0.00			
Dept Total . . . . .		0.00	0.00	0.00
12 Health & Human Services	481	Nursing-Community Health (H&Hs)		
	155,705.82			
Receipts		64,325.18	749,545.83	
Disbursements		20,310.17-	244,572.93-	
Payroll		75,868.92-	756,203.03-	
Journal Entries		54.41-	205,053.78	

\$ 148,614.77

CATHYJ  
10/13/14 8:13AM

\*\*\*\*\* Pine County \*\*\*\*\*



TREASURER'S CASH TRIAL BALANCE

As of 09/2014

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Dept Total . . . . .		31,908.32-	46,176.35-	109,529.47
<b>Fund Total . . . . .</b>	<b>822,330.29</b>	<b>378,018.58-</b>	<b>717,306.44-</b>	<b>105,023.85</b>
 13 Road & Bridge Fund	 2,078,182.32			
Receipts		62,445.66	13,021,387.76	
Disbursements		971,097.80-	5,429,266.80-	
Payroll		152,289.21-	1,421,731.15-	
Journal Entries		2,352.63-	862,665.52	
<b>Fund Total . . . . .</b>		<b>1,063,293.98-</b>	<b>7,033,055.33</b>	<b>9,111,237.65</b>
 14 Ditch Maintenance (Sr) Fund	 11,975.91			
Journal Entries		0.00	42.66	
<b>Fund Total . . . . .</b>		<b>0.00</b>	<b>42.66</b>	<b>12,018.57</b>
 20 County-Wide Rehab (Sr) Fund	 917.56			
Receipts		0.02	0.09	
Disbursements		0.00	750.00-	
Journal Entries		0.04	21.37	
<b>Fund Total . . . . .</b>		<b>0.06</b>	<b>728.54-</b>	<b>189.02</b>
 21 800 MHz Project Fund	 0.00			
<b>Fund Total . . . . .</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
 22 Land Management Fund	 1,838,948.89			
Receipts		629,173.67	1,226,508.15	
Disbursements		20,575.35-	40,269.25-	
Payroll		7,226.65-	70,101.11-	

CATHYJ  
10/13/14 8:13AM

\*\*\*\*\* Pine County \*\*\*\*\*

TREASURER'S CASH TRIAL BALANCE

As of 09/2014



<u>Fund</u>		<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
	Journal Entries		0.00	1,046,491.36-	
	<b>Fund Total . . . . .</b>		<b>601,371.67</b>	<b>69,646.43</b>	<b>1,908,595.32</b>
24	Ambulance (Sr) Fund				
	<b>Fund Total . . . . .</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
29	Children's Collab (H&Hs) Agency Fund	<b>440</b>	Childrens Collaborative (H&Hs)		
		53,378.82			
	Receipts		0.00	75,355.00	
	Disbursements		948.00-	97,465.00-	
	Journal Entries		9.35	50.44	
	<b>Dept Total . . . . .</b>		<b>938.65-</b>	<b>22,059.56-</b>	<b>31,319.26</b>
	<b>Fund Total . . . . .</b>	<b>53,378.82</b>	<b>938.65-</b>	<b>22,059.56-</b>	<b>31,319.26</b>
32	Ecswc Bond Guarantee (Ds)				
	<b>Fund Total . . . . .</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
33	2002 Cap-Equip Bond (Ds) Fund				
	<b>Fund Total . . . . .</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
35	2004 Street Reconstruct Bond Fund				
	<b>Fund Total . . . . .</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
37	County Railroad Authority				
		1,566.63-			
	Disbursements		0.00	2,974.00-	
	Journal Entries		0.00	5,664.71	

CATHYJ  
10/13/14 8:13AM

\*\*\*\*\* Pine County \*\*\*\*\*

TREASURER'S CASH TRIAL BALANCE

As of 09/2014



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Fund Total . . . . .		0.00	2,690.71	1,124.08
38 Building Fund				
Disbursements	125,949.45	0.00	114,378.50-	
Fund Total . . . . .		0.00	114,378.50-	11,570.95
39 2005A G.O. Jail Bonds				
Disbursements	919,632.32	0.00	1,220,136.26-	
Journal Entries		0.00	746,233.51	
Fund Total . . . . .		0.00	473,902.75-	445,729.57
40 2012 G.O. Courthouse Bonds				
Disbursements	778,170.91	0.00	935,875.00-	
Journal Entries		0.00	573,508.23	
Fund Total . . . . .		0.00	362,366.77-	415,804.14
41 2005 Hra Bonds				
Fund Total . . . . .	0.00	0.00	0.00	0.00
76 Group Health Ins Fund 5/1/95 (Gen)				
Receipts	521,036.87-	241,130.08	2,190,122.92	
Disbursements		243,607.20-	2,346,791.68-	
Journal Entries		6,361.69	58,325.21	
Fund Total . . . . .		3,884.57	98,343.55-	619,380.42-
80 County Collections Agency Fund				
Fund Total . . . . .	38,365.53			

CATHYJ  
10/13/14 8:13AM

\*\*\*\*\* Pine County \*\*\*\*\*

TREASURER'S CASH TRIAL BALANCE

As of 09/2014



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Receipts		30,636.20	517,026.71	
Disbursements		8,523.00-	513,161.32-	
Journal Entries		0.00	2,137.89	
<b>Fund Total . . . . .</b>		<b>22,113.20</b>	<b>6,003.28</b>	<b>44,368.81</b>
82 Taxes And Penalties Agency Fund	779,218.63			
Receipts		964,399.80	21,092,651.64	
Disbursements		2,452.25-	11,211,059.93-	
Journal Entries		0.00	8,717,088.65-	
<b>Fund Total . . . . .</b>		<b>961,947.55</b>	<b>1,164,503.06</b>	<b>1,943,721.69</b>
84 East Central Drug Task Force Agency Fur	51,288.10			
Receipts		567.00	103,138.25	
Disbursements		0.00	104,855.55-	
Journal Entries		0.00	1,577.20-	
<b>Fund Total . . . . .</b>		<b>567.00</b>	<b>3,294.50-</b>	<b>47,993.60</b>
89 H & Hs Collections Agency Fund		801 Non-Departmental		
	34,062.11-			
Receipts		68,892.31	760,236.41	
Disbursements		349.23-	54,358.30-	
Journal Entries		60,430.76-	659,544.34-	
<b>Dept Total . . . . .</b>		<b>8,112.32</b>	<b>46,333.77</b>	<b>12,271.66</b>
<b>Fund Total . . . . .</b>	<b>34,062.11-</b>	<b>8,112.32</b>	<b>46,333.77</b>	<b>12,271.66</b>
All Funds .....	9,550,362.46			
Receipts		2,507,546.26	51,008,897.60	
Disbursements		1,819,620.85-	31,548,719.94-	
SSIS		206,375.82-	2,166,475.76-	
Payroll		1,215,415.20-	11,527,337.96-	
<b>Total .....</b>		<b>733,865.61-</b>	<b>5,766,363.94</b>	<b>15,316,726.40</b>



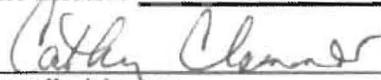
## AGENDA REQUEST FORM

Date of Meeting: October 21, 2014

- County Board**  
 Consent Agenda  
 Regular Agenda      5 mins.  10 mins.  15 mins.  Other
- Personnel Committee**
- Other** \_\_\_\_\_

Agenda Item: Approval of License's for West Beroun Liquor, LLC

Department: Auditor

  
\_\_\_\_\_  
Department Head signature

### Background information on Item:

Approval of an Off Sale Liquor License and a Tobacco License for the new owners of West Beroun Liquor, LLC. (new owners but retaining the same business name as formerly approved)

Subject also to the:  
State of Minnesota approval

Pokegama Township and the

**Action Requested:**

**Financial Impact:**

**PINE COUNTY PERSONNEL COMMITTEE**

**Minutes**

**October 14, 2014**

**9:00 a.m. – Commissioners Conference Room**

**Pine County Courthouse**

**Pine City, MN**

**Members: Commissioner Chaffee**

**Commissioner Rossow**

**Members Present: County Administrator David Minke, HR and Payroll Specialist Matt Christenson,  
County Attorney John Carlson, HHS Director Becky Foss**

1. The meeting was called to order at 9:00 a.m.
2. The agenda was approved.
3. The minutes from the September 9, 2014 personnel meeting were approved.
4. Auditor/Treasurer
  - a. County Forester/Land Commissioner regrade recommendation. County Auditor/Treasurer Cathy Clemmer and HR and Payroll Specialist Matt Christenson presented information on a regrade request for the County Forester. The position is currently graded C41 and duties have been increased to include Land Commissioner. After evaluating the position using the decision band method, no grade change was indicated. However, to account for the change in duties it was recommended that a stipend could be offered on a temporary basis. The stipend would be offered until the county completes a comprehensive compensation and pay equity study. Commissioner Chaffee motioned to recommend a temporary stipend in the amount of \$0.70/hour for the County Forester to complete the additional duties of Land Commissioner for approval. Staff was directed to negotiate a memorandum of understanding with the union on this temporary stipend. Commissioner Rossow seconded. Motion carried 2-0.
5. HHS
  - a. Recognize resignation of Public Health Nurse RN Amber Stumne effective September 29, 2014 and approve backfill. HHS Director Becky Foss presented information on current position caseload, public health staffing and workload distribution. Discussion was held as to future staffing under the collaboration between Pine and Kanabec counties. Commissioner Rossow motioned to recommend recognizing the resignation of RN Amber Stumne and approve backfill, Commissioner Chaffee seconded. Motion carried 2-0.

- b. Approve backfill of Child Protection Social Worker position due to promotion. HHS Director Becky Foss presented information on current out of home placement numbers for Pine County and Child Protection staffing concerns.

Commissioner Rossow motioned to recommend backfill for approval Commissioner Chaffee seconded. Motion carried 2-0.

6. Administrator

- a. Approve FMLA leave extension of HHS employee. HR and Payroll Specialist Matt Christenson and HHS Director Becky Foss presented information on a request for a leave extension of an HHS employee. The employee is eligible for workers compensation and unable to work full time.

Commissioner Rossow motioned to recommend an FMLA leave extension of 6 months for approval, Commissioner Chaffee seconded. Motion carried 2-0.

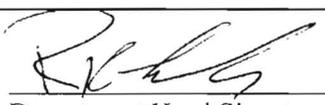
- b. Classification and compensation study proposal update. An on-site interview is scheduled with Springsted on August 21, 2014 at 8:15 a.m. in regards to their proposal to complete a classification and compensation study for Pine County. Members of the personnel committee, administration and labor will be present.

7. The November 11, 2014 personnel meeting has been rescheduled to November 13, 2014 at 9:00 a.m.

8. The meeting was adjourned at 10:19 a.m.

**PINE COUNTY REQUEST FOR BOARD ACTION**

ORIGINAL

Requested Board Date: <b>October 21, 2014</b>	Consent Agenda <i>(Please choose)</i>  Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department requesting action: <b><u>Sheriff</u></b>	 9-16-2014 Department Head Signature Date

**Item for Discussion:** (one form per item)

Pine County Sheriff requests a resolution supporting the addition of Kanabec County to the existing East Central Drug and Violent Offender Task Force.

This Task Force was created by a Joint Powers Agreement in accordance with statute in 2011. The Joint Powers Agreement allows official cooperation between Pine, Chisago, and Isanti Counties. Kanabec County desires to become a member of our Task Force.

No increase in funding is requested.

The County Boards of Chisago and Isanti are in the process of endorsing Kanabec County's membership in the Task Force.

The amended Joint Powers Agreement was sent to the Pine County Attorney's Office for review on 9-16-2014.

Request Board approval.

**Board Action Requested:** (Attach additional pages if needed)

Supporting Documents: Attached None

EAST CENTRAL DRUG AND VIOLENT OFFENDER TASK FORCE

JOINT POWERS AGREEMENT

ORIGINAL

The Parties to this Agreement are units of government responsible for the enforcement of controlled substance laws, deterrence of violent crimes and investigation of other associated unlawful activity in their respective jurisdiction. This agreement is made pursuant to the authority conferred upon the Parties by the Minnesota Joint Powers Act, Minnesota Statute §471.59.

NOW THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers, agree as follows;

1. **Name:** The parties hereby establish the *East Central Drug and Violent Offender Task Force* ("Task Force")
2. **General Purpose:** The purpose of this Agreement is to establish an organization to coordinate efforts to investigate illegal drug activity, violent crime and assist in the prosecution of drug/violent offenders.
3. **Members:** The members of this Agreement shall consist of the following units of government:

Chisago County  
Isanti County  
Pine County  
Kanabec County

Additional members may enter into this Agreement and become a member of the Task Force upon application by a unit of government or local law enforcement agency and following approval of a majority of the existing members of the Task Force Administrative Board.

**4. Administrative Board:**

- 4.1 Creation and Composition: A Joint powers board, known as the Task Force Administrative Board ("Board"), is established for the purposes contained herein with the powers and duties set forth in this Agreement. The Board shall consist of the police chief or sheriff of each of the members, or his or her designee or legal successor. One associate member from one of the participating counties' county attorney's office shall be appointed by the Board. Board members designated as such by a police chief or a sheriff must be full-time supervisory peace officers of their jurisdiction or office. Board members shall not be deemed employees of the Task Force and shall not be compensated by the Task Force.

- 4.2 Term: Board members shall be the police chief or sheriff, or their designee or legal successor. In the event that any Board member shall be removed by the appointed agency, the vacancy shall be filled by the appropriate appointed agency.
- 4.3 Officers: In January of each year, the Board shall elect from its members a Chair, a Vice-Chair, and a Secretary/Treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. Officers shall serve for a term of one (1) year or until the officer ceases to be a board member, whichever is shorter.
- 4.4 Meetings: The board shall have regular and special meetings at such times and places as the Board shall determine. The meetings of the Board shall be in compliance with Minnesota's Open Meeting Law, pursuant to Minnesota Chapter 13D. Special meetings may be held on three (3) days' notice by the chair or any two (2) board members, except that a special meeting to consider adoption of or amendments to the Board's operating rules pursuant to paragraph 6.1 shall require then (10) days' notice. The presence of two-thirds (2/3) of the board members at a meeting shall constitute a quorum.
- 4.5 Voting: Each Board member shall be entitled to one vote. Proxy voting by one member entity on behalf of another is not permitted, but a Board Member may designate a person, as provided in 4.1 and 4.2 above, to vote on his or her behalf. The Board shall function by a majority vote of the Board Members present. The associate member from a county attorney's office shall not be entitled to a vote.

## 5. Duties of the Administrative Board:

- 5.1 The Board shall formulate a program to carry out its purpose pursuant to paragraph 2, herein, including but not limited to setting the overall Task Force priorities budgets and operational policies and procedures. The Board shall maintain and oversee the Task Force in accordance to and in compliance with the grant contract, rules and guidelines established by the Commissioner of Public Safety and the violent Crime Coordinating Council. The Board shall follow all rules and guidelines as presented by the State Program Manager and those of applicable state and federal programs, specifically including, but not limited to those pursuant to Minn. Stat. 299A.642.
- 5.2 The Board shall coordinate intelligence between Task Force Agents and the members.
- 5.3 The Board shall appoint and supervise the Task Force Commander. The Board may appoint and supervise Team Leaders. All such appointments are subject to the concurrence of the Task Force Commander's Police Chief or Sheriff.

5.4 The Board shall cause to be made an annual independent audit of the books and accounts of the Task Force and shall make and file a report to its members which includes the following information:

- (a) The financial condition of the Task Force
- (b) The status of all Task Force projects
- (c) The business transacted by the Task Force; and
- (d) Other matters which affect the interests of the Task Force.

5.5 The Task Force's books, reports, and records shall be open to inspection by its members, state, county/city and legislative auditors at all reasonable times.

**6. Powers of the Administrative Board:**

6.1 The Board may adopt and amend such bylaws that it may deem necessary or desirable for the conduct of the business of the Board. Such bylaws shall be consistent with the terms of this Agreement and any applicable laws or regulations.

6.2 The Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law. The Board may authorize the chair of the Board to execute contracts approved by the Board.

6.3 The Board may disburse funds in a manner which is consistent with this Agreement and with the method approved by law for the disbursement of funds by the parties to this Agreement.

6.4 The Board may apply for and accept gifts, grants, or loans of money or other property or assistance from the United States Government, the State of Minnesota, or any person, association, or agency for any of its purposes; enter into any agreement in connection therewith; and hold use, and dispose of such money, property, or assistance in accordance with the terms of this gift, grant, or loan relating thereto.

6.5 The Board or appointed Task Force Commander may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which it is organized.

6.6 The Board may contract with any of its members to take title to, hold, manage, and convey real property obtained by the Board and on its behalf as a result of civil asset forfeiture proceedings; to enter into contracts regarding such real property; and to pay reasonable and necessary expenses related to the hold, managing and conveyance of such real property. The member shall be entitled to reimbursement for such expenses upon sale of proceeds; the Board shall reimburse the member from other funds.

- 6.7 The Board shall maintain liability coverage for the Task Force and the activities carried out by the Board and assigned Agents, with a limit of at least \$1,500,000 per occurrence, or as may be otherwise required by Minnesota Statutes 466.04, Subd. 1.
- 6.8 The Board may hold such property as may be required to accomplish the purpose of this Agreement and upon termination of this Agreement make distribution of such property as provided for this Agreement.
- 6.9 The Board may create a policies and procedures manual to use by the Task Force, its members and assigned agents or personnel. If any policy or procedure therein conflicts with a member's policy and procedure, the member's policy or procedure shall apply to any agent assigned by the member to the Task Force pursuant to Section 8 hereunder.

**7. Budgeting and Funding:**

- 7.1 The members intend to fund the cost of operation of the Task Force from grant funds and matching funds from members' cities and counties, from proceeds of forfeiture actions, and from restitution. It is the members' intention that matching funds shall fund the continued cost of maintaining the replacement officers for the full-time officer assigned by some members of the Task Force.
- 7.2 The Board shall adopt an annual budget based upon grant funds, member matching funds, and money made available from other sources. The Board may amend the budget from time to time.
- 7.3 The Board may contract with any of its members to provide budgeting and accounting services necessary or convenient for the Board. Such services shall include, but not limited to: management of all funds, including member contributions and grant monies, forfeiture proceeds; payment for contracted services; and relevant bookkeeping and recordkeeping. No payment on any invoice for services performed by any person providing services in connection with this Agreement shall be authorized unless approved by the Board Chair, Vice-Chair, or Secretary/Treasurer.
- 7.4 The members agree to contribute their grants funds and required matching funds to operate the Task Force.
- 7.5 All Funds shall be accounted for according to generally accepted accounting principles. The Secretary/Treasurer shall make a quarterly financial report of all expenditures and receipts, and current fund balances to the Board.

7.6 The Board may not incur debt.

7.7 The Board's obligation to reimburse members for any expense, furnish equipment and the like is contingent upon the receipt of grant funds for that purpose. If insufficient grant funds are received, the Board may reduce the level of reimbursement and/or reduce other expenditures.

**8. Agents:**

8.1 Each member shall inform the Board by the 1<sup>st</sup> of December of each year, the allocated number of experienced, full-time license police officer(s) to serve as Agents for the Task Force for the proceeding calendar year. The minimum number of licensed peace officers each member may assign to the Task Force is one (1). The number of licensed peace officer(s) per member allowed to serve as Agents for the Task Force must be approved by the Board before December 15<sup>th</sup> of each year.

8.2 Agents shall not be employees of the Task Force. Agents shall remain employees of the member that has assigned them to the Task Force and shall be compensated by that member. Each party to this Agreement shall be responsible for injuries to or death of its own personnel.

8.3 Agents will be responsible for investigation of drug offenses and the criminal activity of violent offenders, including intelligence management, case development, and case charging, handling and processing of evidence, Agents will also assist other Agents in surveillance and undercover operations. To the extent authorized by law Agents will work cooperatively with assisting members and non-members agencies, including sharing intelligence and information acquired by agents pursuant to this Agreement.

8.4 Agents will be supervised by the Task Force Commander or, in his/her absence, by the team leader assigned by the Task Force Commander to act in his/her behalf.

8.5 The Member appointing the Agent shall furnish the Agent a weapon, cellular phone, Computer/Laptop, wireless card and a vehicle, and pay any lease payments, insurance, maintenance and operating costs of the vehicle. Further, the Member appointing the Agent may pay all expenses associated with tuition, travel, lodging, and meal. Each party shall be responsible for damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or agents.

8.6 The members shall maintain the officer positions hired to replace the officer assigned to the Task Force, or maintain the full-time equivalent assigned to the Task Force as shown in 8.1

## 9. Task Force Commander and Team Leader (s)

9.1 From among the full-time Agents assigned by the members, the Board shall appoint a Task Force Commander who will serve at the Board's pleasure. The Task Force Commander shall remain an employee of the member that has assigned them to the Task Force.

9.2 The Task Force Commander shall be in charge of the day to day operation of the Task Force, including supervising the Task Force's assigned personnel subject to direction received from the Board. The Task Force Commander is responsible for staffing, scheduling, case assignment, case management, record keeping, informant management, buy fund management, petty cash management, intelligence management, and management of all property seized and held for forfeiture. The Task Force Commander will be responsible to keep the Board updated as to the Task Force's activity, which would include major case development within member jurisdictions. The Task Force Commander will supervise the drafting and executing of all search warrants initiated by the Task Force and will work cooperatively with the agencies with venue and/or jurisdiction over the case. The Task Force Commander will be responsible for all buy fund monies and petty cash funds, and will provide Board members with at least quarterly, or more frequently as deemed necessary by the Board, accounting of all funds disbursed and a written summary of activity with the unit.

9.3 The Task Force Commander may exclude Agents from further Task Force involvement subject to review by the Board. The member agency that assigned the Agent to the Task Force will be immediately notified of the Task Force Commander's actions.

9.4 From the Agents assigned by members, a Team Leader (s) may be appointed by the Task Force Commander, with the concurrence of the Agent's member, and serve at the Task Force Commander's pleasure. The Team leader (s) must be a full-time, licensed police officer of a member. The Team Leader (s) shall remain an employee of the member city or county at all times.

9.5 The duties, responsibilities, and authority of the Team Leader (s), while the Task Force Commander is absent, shall be the same as the Task Force Commander as described in paragraph 9.2 herein, if there is more than one Team Leader, the Task Force Commander will assign one Team Leader to act as the Task Force Commander while the Task Force Commander is absent.

10. **Forfeiture, Seizures, and Fines:** Items that are seized pursuant to this Agreement shall be used to support the Task Force efforts. The use and disbursement of these items must be approved by the Board. In the case of federal forfeiture actions, established federal rules shall be followed. In the case of state forfeiture actions, established state law and legal precedence shall be followed. The Board may divide all remaining forfeited items among Task Force members in

proportion to the then-assigned full-time equivalent contributions of each member of this Agreement as set forth in paragraph 8.1 herein. Fine and restitution monies ordered paid to the Task Force by court order shall be used to offset equipment or operating costs of the Task Force not funded by grant or matching funds.

11. **Indemnification and Hold Harmless:** The Board shall purchase general liability insurance for activities of the Task Force. Such insurance shall name each member as an additional insured. By purchasing insurance, the members do not intend to waive, and the Agreement shall not be interpreted to constitute a waiver of, by any member, limitations on liability or immunities provided by any applicable Minnesota law, including Minn. Stat. Chs. 466 and 471. The cost of the general liability insurance shall be paid from funds provided to paragraph 7 hereunder.

The members of this Agreement are not liable for the acts or omissions of the other members of this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other members.

12. **Effective Date:** This Agreement shall take full effect on January 1<sup>st</sup>, 2015. The signed Agreement shall be filed with the Board's designated fiscal agent, who shall notify all members in writing of its effective date.

13. **Termination and Withdrawal:**

- 13.1 Termination Date: This Agreement shall terminate upon the occurrence of any one of the following events, whichever occurs first:

- When necessitated by operation law or as a result of a decision by a court of competent jurisdiction; or
- When a majority of Task Force Members agree by resolution to terminate the agreement upon a date certain; or
- On December 31, 2019

- 13.2 Withdrawal: Any member may withdrawal from this Agreement upon 60 days written notice to the Board. The Board shall notify the members pursuant to paragraph 14. Withdrawal shall not act to discharge any liability incurred by the member prior to withdrawal. Such liability shall continue until discharge by law or agreement. In the event of withdrawal by any member, the agreement shall remain in full force and effect as to all remaining members.

13.3 Effect of Termination: Upon termination of this Agreement, all Property of the Task Force shall be sold or distributed to the members in proportion to the then-assigned full-time equivalent contributions of each member of this Agreement as set forth in paragraph 7.1 herein.

14. Notice: Notice of withdrawal shall be provided by first class mail to the following:

Chisago County Sheriff's Office  
313 N Main St, RM 100  
Center City, MN 55012

Isanti County Sheriff's Office  
509 18th Avenue SW  
Cambridge, MN 55008

Pine County Sheriff's Office  
635 Northridge Drive NW, Suite 100  
Pine City, MN 55063

Kanabec County Sheriff's Office  
18 N Vine Street  
Mora, MN 55051

In Witness Whereof, the Parties have caused this Agreement to be executed by the persons authorized to act for their respective Parties by passage of Resolution on the date(s) set forth below:

ORIGINAL

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ORIGINAL

EAST CENTRAL DRUG AND VIOLENT OFFENDERS TASK FORCE

JOINT POWERS AGREEMENT

Chisago County:

\_\_\_\_\_  
Rick Greene, Chair  
Chisago County Board of Commissioners

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
\_\_\_\_\_, Clerk to the Board

Date: \_\_\_\_\_

Reviewed and Approved:

\_\_\_\_\_  
Sheriff Rick Duncan  
Chisago County Sheriff's Office

Date: \_\_\_\_\_

Approved by Chisago County Board of Commissioners  
Resolution No. \_\_\_\_\_

Reviewed as to form:

\_\_\_\_\_  
Janet Reiter  
Chisago County Attorney

Date: \_\_\_\_\_

ORIGINAL

EAST CENTRAL DRUG AND VIOLENT OFFENDERS TASK FORCE

JOINT POWERS AGREEMENT

Isanti County:

\_\_\_\_\_  
Mike Warring, Chair  
Isanti County Board of Commissioners

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
\_\_\_\_\_, Clerk to the Board

Date: \_\_\_\_\_

Reviewed and Approved:

\_\_\_\_\_  
Sheriff William Guenther  
Isanti County Sheriff's Office

Date: \_\_\_\_\_

Approved by Isanti County Board of Commissioners  
Resolution No. \_\_\_\_\_

Reviewed as to form:

\_\_\_\_\_  
Jeffrey Edblad  
Isanti County Attorney

Date: \_\_\_\_\_

EAST CENTRAL DRUG AND VIOLENT OFFENDERS TASK FORCE

JOINT POWERS AGREEMENT

ORIGINAL

Pine County:

\_\_\_\_\_  
Curt Rossow, Chair  
Pine County Board of Commissioners

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
\_\_\_\_\_, Clerk to the Board

Date: \_\_\_\_\_

Reviewed and Approved:

  
\_\_\_\_\_  
Sheriff Robin Cole  
Pine County Sheriff's Office

Date: 10-21-2014

Approved by Pine County Board of Commissioners  
Resolution No. \_\_\_\_\_

Reviewed as to form:

\_\_\_\_\_  
John Carlson  
Pine County Attorney

Date: \_\_\_\_\_

EAST CENTRAL DRUG AND VIOLENT OFFENDERS TASK FORCE

JOINT POWERS AGREEMENT

EAST CENTRAL DRUG AND VIOLENT OFFENDERS TASK FORCE

JOINT POWERS AGREEMENT

Kanabec County:

\_\_\_\_\_  
Gene Anderson, Chair  
Kanabec County Board of Commissioners

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
\_\_\_\_\_, Clerk to the Board

Date: \_\_\_\_\_

Reviewed and Approved:

\_\_\_\_\_  
Sheriff Steve Schulz  
Kanabec County Sheriff's Office

Date: \_\_\_\_\_

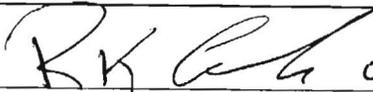
Approved by Kanabec County Board of Commissioners  
Resolution No. \_\_\_\_\_

Reviewed as to form:

\_\_\_\_\_  
Barb McFadden  
Kanabec County Attorney

Date: \_\_\_\_\_

**PINE COUNTY REQUEST FOR BOARD ACTION**

Requested Board Date: <b>October 21, 2014</b>	Consent Agenda <i>(Please choose)</i>  Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department requesting action:  <b><u>Sheriff</u></b>	 _____ 9-18-2014 Department Head Signature                      Date

**Item for Discussion:** (one form per item)

To the Pine County Board of Commissioners (Cc. City of Sandstone)

Attached is the final agreement for law enforcement services between Pine County and the City of Sandstone. See attached letter for proposed rates in 2015, 2016, 2017.

The proposed contract has been reviewed and accepted by the City of Sandstone, see attached letter.

The proposed contract was submitted to the Pine County Attorney for review on 9-18-2014.

The proposed contract is acceptable to the Pine County Sheriff.

This agreement is for three years with the amounts billed as follows:

2015 = \$115,297.00  
 2016 = \$116,571.00  
 2017 = \$117,845.00

Minor administrative language changes were made. Operationally this proposed contract produces the same level of service currently being provided.

Request approval of this contract.

Supporting Documents: Attached



# Pine County Sheriff's Office

**Robin K. Cole, Sheriff**

*Steven Blackwell, Chief Deputy  
Rick Boland, Chief of Corrections*

## Memorandum

**Date:** 6-20-2014  
**To:** City of Pine City  
City of Hinckley  
City of Sandstone  
**From:** Sheriff Robin Cole   
**Ref:** Proposed Police Contracts for 2015-2017

As required per the current Law Enforcement Agreement, please find enclosed, individual city, draft policing agreements for 2015, 2016 and 2017. The Pine County Sheriff's Office desires to maintain or increase the current level of daily dedicated police service to the individual cities in Pine County.

Along with minor language changes the Pine County Sheriff proposes the following hourly rates for dedicated police service:

2015 = \$45.25  
2016 = \$45.75  
2017 = \$46.25

The current hourly rate (2014) is \$44.75

Agreement between the individual Cities and the Sheriff's Office is the first step in the ratification of the proposed agreements. The second step includes finalizing a draft agreement and legal review. The third step is acceptance by the individual Cities, and then adoption by the Pine County Board of Commissioners.

The Pine County Sheriff plans to attend the July 2014 council meetings to discuss this matter. Please provide the date and time of such meeting.

Cc: David Minke

---

**Pine County Sheriff's Office**  
**635 Northridge Dr. NW, Ste.100**  
**Pine City, MN 55063**  
**320-629-8380**

# CITY of SANDSTONE

*An Equal Opportunity Employer • Incorporated 1889*  
P.O. Box 641 • 119 Fourth Street • Sandstone, MN 55072  
(320) 245-5241 • FAX (320) 245-5502

July 17, 2014

Robin Cole  
Pine County Sheriff's Department  
635 Northridge Drive; Suite 100  
Pine City, MN 55063

RE: City of Sandstone  
Contract Agreement

Dear Sheriff Cole:

The City is sending this letter to notify you that the City Council did accept the hourly rates and language changes for a new three-year contract subject to any changes made by the County Board.

The City Council also noted in their discussion that they will track times the deputy leaves the City to make sure the City gets the hours in town for which it contracts.

If you have any questions, please call.

Thanks,

  
Sam Griffith  
City Administrator

PINE COUNTY  
and  
CITY OF SANDSTONE  
AGREEMENT FOR LAW ENFORCEMENT SERVICES  
2015, 2016, 2017

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Pine County Sheriff, hereinafter referred to as the "Sheriff" and approved by the County of Pine, a Minnesota political subdivision, hereinafter referred to as the "County Board" and the City of Sandstone, a Minnesota municipal corporation, hereinafter referred to as the "City".

**WITNESSETH**

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

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

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

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

**1. Services to be provided.** The Sheriff and County Board agree to provide law enforcement services for the City, within the corporate limits of the City, from January 1, 2015 through December 31, 2017. Said law enforcement services shall be provided by the County Sheriff's Office to the City 9.8 hours a day, five days a week. The County Sheriff's Office shall investigate all violations of state law and City ordinances within the City except for ordinance

violations that the City compliance officer is investigating and has not requested criminal investigation. The law enforcement services provided by the County Sheriff's Office to the City shall be comparable to the level and delivery of services provided elsewhere in the County by its Sheriff's Office.

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

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

**4. Information to be provided to the City.** The County Sheriff's Office shall supply the City on the 15th day of each month (or on a different frequency if the parties agree) with a daily deputy log, officer activity report/beat report and daily blotter for all law enforcement services that were provided by the County Sheriff's Office to the City during the past month. This information must contain sufficient detail so that the City can understand the nature of the investigations or calls the deputy assigned to the City is performing each day, the periods of time the deputy is called out of the City to assist other deputies in other areas, and the activity of all

patrol deputies in the County that may have assisted the assigned City deputy.

**5. Dispute Resolution.** The City Administrator shall act as a liaison between the City and the Sheriff with respect to this Agreement. The City and the Sheriff should attempt to resolve all problems related to the law enforcement services on the basis of mutual interest and understanding. If the City has concerns about a particular investigation or performance of the assigned deputy, the City Administrator shall report the concerns, in writing to the Sheriff. When concerns have been presented to the Sheriff in writing and in accordance with this paragraph the response from the Sheriff shall be in writing. Both parties agree that written communications will help prevent misunderstandings and misinformation, and will assist in effectively addressing concerns. The deputy assigned to the City shall attend City Council meetings, as requested for the purpose of addressing any concerns or questions of the City Council. If the City has concerns about the information provided by the Sheriff required by Paragraph 4, the City Administrator shall address those concerns in writing to the Sheriff.

**6. Payment.** The City has requested and the County Sheriffs Office has agreed to provide a deputy dedicated to work within the corporate limits of the city 9.8 hours per day, 5 days a week during the three year term of this Agreement. In consideration for the law enforcement services being provided by the County Sheriff's Office to the City for the term of January 1, 2015 through December 31, 2015, the City shall pay to the County the sum of \$45.25 per hour or \$115,297.00 for the year. Said annual amount shall be payable by the City in twelve equal monthly installments of \$9,608.08, Installments shall be due on or before the 15th day of each month, beginning January 15, 2015 and shall continue monthly thereafter during this term. The annual amount is based on the multiplication of this agreements hourly rate, hours per day, and days per year.

In consideration for the law enforcement services being provided by the County Sheriff's Office to the City for the term of January 1, 2016 through December 31, 2016, the City shall pay to the County the sum of \$45.75 per hour or \$116,571.00 for the year. Said annual amount shall be payable by the City in twelve equal monthly installments of \$9,714.25. Installments shall be due on or before the 15th day of each month, beginning January 15, 2016 and shall continue monthly thereafter during the term. The annual amount is based on the multiplication of this agreements hourly rate, hours per day, and days per year.

In consideration for the law enforcement services being provided by the County Sheriff's Office to the City for the term of January 1, 2017 through December 31, 2017, the City shall pay to the County the sum of \$46.25 per hour or \$117,845.00 for the year. Said annual amount shall be payable by the City in twelve equal monthly installments of \$9,820.41. Installments shall be due on or before the 15th day of each month, beginning January 15, 2017 and shall continue monthly thereafter during the term. The annual amount is based on the multiplication of this agreements hourly rate, hours per day, and days per year.

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

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

**7. Term of this Agreement; Renewal.** The term of this Agreement shall be from January

1, 2015 through December 31, 2017. The County Sheriff's Office shall notify the City by July 1, 2017 of the hourly rate for the renewal of this contract. If the County Sheriffs Office is not able to provide the same number of hours of law enforcement services or requests a change in the scheduling of the hours for the following year, this information also shall be provided to the City at this time. The City Administrator and a City Council member shall be designated by the City to meet with the County Sheriff to discuss any concerns or changes needed to the Agreement for the next term. The Sheriff shall attend a regular city council meeting in July of each year or at the next meeting if there is a scheduling conflict. Any changes or modifications with respect to this Agreement shall be agreed to by the parties no later than November 15th of each year. If either party chooses to terminate this Agreement, it may do so for any reason so long as written notice is provided to the other party no later than November 15th of each year so that the other party may have sufficient time to revise its budget to reflect this change for the following year.

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

**9. Indemnification.** The County, its officials and employees shall not be deemed to assume any liability for the intentional or negligent acts or omissions of the City, or any official, agent, or employee thereof, and the City agrees to hold harmless, indemnify, and defend the County, its officials and employees from any and all claims for damages arising out of this

Agreement.

The City shall hold harmless, indemnify and defend the County, its officials and employees from any and all claims for damages resulting from the County's enforcement of any ordinance of the City pursuant to this Agreement except for any claim arising as a result of intentional or negligent acts or omissions of the County.

The City, its officials and employees, shall not be deemed to assume any liability for the intentional or negligent acts or omissions of the County or liability incurred as a result of the actions of the County under this Agreement, or any official, agent or employee thereof, and the County agrees to hold harmless, indemnify and defend the City, its officials and employees from any and all claims for damages or otherwise arising out of this Agreement.

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

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

**COUNTY OF PINE**

By: \_\_\_\_\_  
Pine County Sheriff

By: \_\_\_\_\_  
Chairman of the Pine County Board of Commissioners

**CITY OF SANDSTONE**

By: \_\_\_\_\_  
Mayor of City of Sandstone

By: \_\_\_\_\_  
Sandstone City Administrator

**Approved as to form and execution**

Dated: \_\_\_\_\_

\_\_\_\_\_  
John K. Carlson  
Pine County Attorney

MET w/ Council  
ON 7-2-2014

SHERIFFS  
COPY

DRAFT 6-20-2014  
2015-2017

PINE COUNTY  
and  
CITY OF SANDSTONE  
AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of DECEMBER, ~~2011~~,  
2014  
by the Pine County Sheriff, hereinafter referred to as the "Sheriff" and approved by the County of  
Pine, a Minnesota political subdivision, hereinafter referred to as the "County Board" and the City  
of Sandstone, a Minnesota municipal corporation, hereinafter referred to as the "City".

WITNESSETH

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

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

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

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

1. **Services to be provided.** The Sheriff and County Board agree to provide law  
enforcement services for the City, within the corporate limits of the City, from January 1, ~~2012~~  
2015  
through December 31, ~~2014~~. Said law enforcement services shall be provided by the County  
2017  
Sheriff's Office to the City ~~twenty-four~~ nine hours a day, ~~seven~~ FIVE days a week. The County Sheriff's  
Office shall investigate all violations of state law and City ordinances within the City except for  
ordinance violations that the City compliance officer is investigating and has not requested a

criminal investigation. The law enforcement services provided by the County Sheriff's Office to the City shall be comparable to the level and delivery of services provided elsewhere in the County by its Sheriff's Office.

2. **Administrative Responsibility.** All decisions concerning the implementation and performance of law enforcement services, including the disciplining of deputies, the control of the deputy assigned to the City and to all other matters incident to the performance of such services shall remain with the Sheriff's Office. The County Sheriff shall make reasonable efforts to consider the City Council's wishes in assigning a particular deputy to the City or transferring a particular deputy from the City if requested by the City. However, the City understands that a deputy has the choice of assignment depending on seniority pursuant to the labor agreement with the County, and that deputies may exercise their rights to either be assigned to a particular city or to transfer from a city assignment to County patrol or be promoted to a different position. ~~If the County Sheriff is unable to comply with the City's requests concerning the assignment of a deputy, he shall explain the reasons to the City Council. The explanation shall be provided in writing, and if the City requires further explanation or wishes to engage in a discussion of the matter with the Sheriff, then the Sheriff shall attend the next regularly scheduled City Council meeting or a special City Council meeting called for the purpose of meeting with the Sheriff.~~

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

4. **Information to be provided to the City.** The County Sheriff's Office shall supply the City on the 15<sup>th</sup> day of each month (or on a different frequency if the parties agree) with a daily deputy log, officer activity report/beat report and daily blotter for all law enforcement services that were provided by the County Sheriff's Office to the City during the past month. This information

must contain sufficient detail so that the City can understand the nature of the investigations or calls the deputy assigned to the City is performing each day, the periods of time the deputy is called out of the City to assist other deputies in other areas, and the activity of all patrol deputies in the County that may have assisted the assigned City deputy.

5. **Dispute Resolution.** The City Administrator shall act as a liaison between the City and the Sheriff with respect to this Agreement. The City and the Sheriff should attempt to resolve all problems related to the law enforcement services on the basis of mutual interest and understanding. If the City has concerns about a particular investigation or performance of the assigned deputy, the City Administrator shall report the concerns, in writing ~~with a copy sent to the Sheriff, directly to the City's assigned deputy. If the City Administrator does not receive a satisfactory response from the City's assigned deputy, the City Administrator shall report the concerns, in writing, to the County Sheriff.~~ When concerns have been presented to the ~~assigned deputy or to the Sheriff~~ in writing and in accordance with this paragraph the response from the ~~assigned deputy or Sheriff~~ shall be in writing. Both parties agree that written communications will help prevent misunderstandings and misinformation, and will assist in effectively addressing concerns. The deputy assigned to the City shall attend City Council meetings, as requested for the purpose of addressing any concerns or questions of the City Council. If the City has concerns about the information provided by the Sheriff required by Paragraph 4, the City Administrator shall address those concerns in writing to the Sheriff.

6. **Payment.** The City has requested and the County Sheriff's Office has agreed to provide a deputy dedicated to work within the corporate limits of the city 9.8 hours per day, 5 days a week during the three year term of this Agreement. In consideration for the law enforcement services being provided by the County Sheriff's Office to the City for the term of January 1, ~~2012~~ 2015 through December 31, ~~2012~~ 2015, the City shall pay to the County the sum of ~~\$42.75~~ 45.25 per hour or

~~2017~~  
2015

~~\$108,927.00~~ for the year. Said annual amount shall be payable by the City in twelve equal monthly  
115,297.00

installments of ~~\$9,077.25~~. Installments shall be due on or before the 15<sup>th</sup> day of each month,  
9,608.08

beginning January 15, ~~2012~~ and shall continue monthly thereafter during this term. The annual  
2015

amount is based on the multiplication of ~~the deputy's~~ hourly rate, hours per day, and days per year.

THIS AGREEMENT'S

In consideration for the law enforcement services being provided by the County Sheriff's

Office to the City for the term of January 1, ~~2013~~ through December 31, ~~2013~~, the City shall pay to  
2016 2016

the County the sum of ~~\$43.75~~ per hour or ~~\$111,475.00~~ for the year. Said annual amount shall be  
45.75 116,571.00

payable by the City in twelve equal monthly installments of ~~\$9,289.58~~. Installments shall be due on  
9,714.25

or before the 15<sup>th</sup> day of each month, beginning January 15, ~~2013~~ and shall continue monthly  
2016

thereafter during the term. The annual amount is based on the multiplication of ~~the deputy's~~ hourly  
rate, hours per day, and days per year. THIS AGREEMENTS

In consideration for the law enforcement services being provided by the County Sheriff's

Office to the City for the term of January 1, ~~2014~~ through December 31, ~~2014~~, the City shall pay to  
2017 2017

the County the sum of ~~\$44.75~~ per hour or ~~\$114,023.00~~ for the year. Said annual amount shall be  
46.25 117,845.00

payable by the City in twelve equal monthly installments of ~~\$9,501.92~~. Installments shall be due on  
9,820.41

or before the 15<sup>th</sup> day of each month, beginning January 15, ~~2013~~ and shall continue monthly  
2017

thereafter during the term. The annual amount is based on the multiplication of ~~the deputy's~~ hourly  
rate, hours per day, and days per year. THIS AGREEMENTS

The particular hours per day that the deputy shall patrol the City shall be agreed to by the  
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If, in the judgment of the City and/or the County Sheriff's Office, it is necessary to add  
additional temporary law enforcement personnel for special events sponsored by the City, such  
personnel shall be hired by the Sheriff and supervised as with other County Sheriff's Office

employees performing services under the terms of this Agreement. The City agrees to reimburse the Sheriff for the additional personnel used at special events at the hourly rate set for the year in which the services are provided.

6. **Term of this Agreement; Renewal.** The term of this Agreement shall be from January 1, ~~2013~~<sup>2015</sup> through December 31, ~~2014~~<sup>2017</sup>. The County Sheriff's Office shall notify the City by July 1, ~~2014~~<sup>2017</sup> of the hourly rate for the renewal of this contract. If the County Sheriff's Office is not able to provide the same number of hours of law enforcement services or requests a change in the scheduling of the hours for the following year, this information also shall be provided to the City at this time. The City Administrator and a City Council member shall be designated by the City to meet with the County Sheriff to discuss any concerns or changes needed to the Agreement for the next term. The Sheriff shall attend a regular city council meeting in July of each year or at the next meeting if there is a scheduling conflict. Any changes or modifications with respect to this Agreement shall be agreed to by the parties no later than November 15<sup>th</sup> of each year. If either party chooses to terminate this Agreement, it may do so for any reason so long as written notice is provided to the other party no later than November 15<sup>th</sup> of each year so that the other party may have sufficient time to revise its budget to reflect this change for the following year.

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

8. **Indemnification.** The County, its officials and employees shall not be deemed to

assume any liability for the intentional or negligent acts or omissions of the City, or any official, agent, or employee thereof. and the City agrees to hold harmless, indemnify, and defend the County, its officials and employees from any and all claims for damages arising out of this Agreement.

The City shall hold harmless, indemnify and defend the County, its officials and employees from any and all claims for damages resulting from the County's enforcement of any ordinance of the City pursuant to this Agreement except for any claim arising as a result of intentional or negligent acts or omissions of the County.

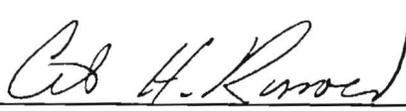
The City, its officials and employees, shall not be deemed to assume any liability for the intentional or negligent acts or omissions of the County or liability incurred as a result of the actions of the County under this Agreement, or any official, agent or employee thereof, and the County agrees to hold harmless, indemnify and defend the City, its officials and employees from any and all claims for damages or otherwise arising out of this Agreement.

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

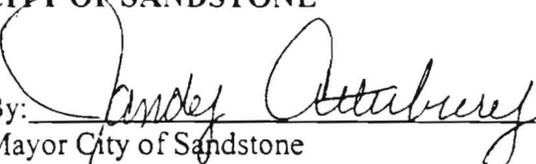
IN WITNESS THEREOF, the City, by motion of its governing body caused this Agreement to be signed by its Mayor and City Administrator, and the Sheriff of Pine County, and the Pine County Board of Commissioners, has caused these presents to be subscribed by the County on the day and year first above written.

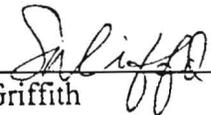
**COUNTY OF PINE**

By:   
Pine County Sheriff

By:   
Chairman of the Pine County Board of Commissioners

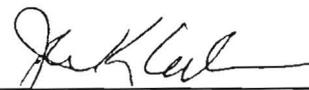
**CITY OF SANDSTONE**

By:   
Mayor City of Sandstone

By:   
Sam Griffith  
Sandstone City Administrator

Approved as to form and execution

Dated: 12-13-11

  
John K. Carlson  
Pine County Attorney



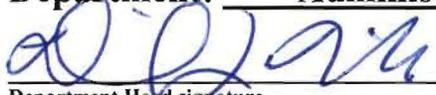
# AGENDA REQUEST FORM

Date of Meeting: October 21, 2014

- County Board**
  - Consent Agenda
  - Regular Agenda      5 mins. \_\_\_ 10 mins. \_\_\_ 15 mins. \_\_\_ Other \_\_\_
- Personnel Committee**
- Other** \_\_\_\_\_

Agenda Item: Reappointment to Pine County HRA Board of Directors

Department: Administrators

  
 \_\_\_\_\_  
 Department Head signature

**Background information on Item:**

**Dorothy Stockamp's term with the Pine County Housing and Redevelopment Authority Board of Directors expired October 4, 2014. Ms. Stockamp has agreed to be reappointed to the Board of Directors.**

**Action Requested:**

**Reappointment of Dorothy Stockamp to the Pine County Housing and Redevelopment Authority Board of Directors, Term October 5, 2014 to October 4, 2019.**

**Financial Impact:**

**PINE COUNTY HRA**  
**510 Fifth Street**  
**SANDSTONE, MN 55072**  
**e-mail: [pinehra@ecenet.com](mailto:pinehra@ecenet.com)**

**Sandstone Manor**  
**510 Fifth Street**  
**Sandstone, MN 55072**

**Finlayson Manor**  
**6524 Broadway Street**  
**Finlayson, MN 55735**

October 2, 2014

David Minke  
Pine County Courthouse  
635 Northridge Drive NW #200  
Pine City, MN 55063

Subject: Reappointment of Pine County HRA Board of Directors Commissioner

Dear Mr. Minke:

Dorothy Stockamp's term will expire in October 2014. We respectfully request, with her approval, she be approved for reappointment to the Pine County HRA Board of Directors.

If there is anything else that you need please contact me at 320-245-5140.

Thank you,

  
Janice S. Gustafson  
Executive Director

**PINE COUNTY HRA SENIOR HOUSING**

**510 Fifth Street  
Sandstone, MN 55072  
(320) 245-5140**

**E-mail: pinehra@ecenet.com**

<p><b>SANDSTONE MANOR 510 Fifth Street Sandstone, MN 55072</b></p>	<p><b>FINLAYSON MANOR 6524 Broadway Street Finlayson, MN 55735</b></p>
----------------------------------------------------------------------------	--------------------------------------------------------------------------------

**BY-LAWS**

**ARTICLE I – THE AUTHORITY**

**Section 1. Name of Authority.** The name of the Authority shall be the **PINE COUNTY HOUSING AND REDEVELOPMENT AUTHORITY (PINE COUNTY HRA)** of Pine County, Minnesota.

**Section 2. Seal of Authority.** The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority and the year of its organization.

**Section 3. Office of Authority.** The office of the Authority shall be at the Sandstone Manor, 510 Fifth Street, Sandstone, Minnesota, 55072, in the County of Pine, State of Minnesota. However, the Authority may hold its meetings at such other place or places as it may designate by resolution.

**Section 4. Board of Commissioners.** The Pine County Commissioners shall appoint the five (5) Commissioners of the Pine County HRA in alternating years for a term of five (5) years, effective on October 5 for each Commissioner. Any Commissioner so appointed shall be a resident of Pine County, Minnesota.

**a. Vacancies.** Should a vacancy occur during a term of five (5) years, the Pine County Commissioners shall appoint a replacement Commissioner for the unexpired term.

**b. Meeting Attendance.** Should a Commissioner of the Pine County HRA be absent from twenty-five (25) percent of the meetings during a year (excluding extenuating circumstances), that Commissioner shall be dismissed from the Pine County HRA and the Pine County Commissioners shall appoint a replacement Commissioner with recommendation by the Authority for the unexpired term.

**ARTICLE II – COMMISSIONERS**

**Section 1. Officers.** The board members of the Authority shall consist of five (5) Commissioners. The officers of the Authority shall be a Board Chair and a Vice-Board Chair.



# PINE COUNTY

**County Administrator  
David J. Minke**

## Administrator's Office

635 Northridge Drive NW  
Suite 200  
Pine City, MN 55063  
1-800-450-7463 Ext. 1620  
Fax: 320-591-1628

## Commissioners

Steve Hallan – Dist. 1  
Mitch Pangerl – Dist. 2  
Steve Chaffee – Dist. 3  
Curt Rossow – Dist. 4  
Vacant – Dist. 5

To: Pine County Commissioners  
From: David J. Minke, County Administrator  
Date: October 21, 2014  
Subject: Third Quarter 2014 Financial Report

Three-quarters of the way through the year, the county budget is looking sound.

Overall cash is up \$1.6 million from a year ago. This increase is due to an increase of nearly \$1 million in the General Fund and \$1.5 million in the Highway Fund. Cash in the Health and Human Services Fund is down nearly \$800,000 from a year ago, and down \$450,000 from January 1, 2014; however, given that the 2014 budget included a deficit of \$423,000, to be down \$450,000 at the end of September is on track and ties to the monthly updates on revenue and expenditures in the fund.

Chart 1 shows the General Fund expenditures in the major (over \$100,000) departments of the Fund and includes the expenditures as of 9/31/13 and 9/31/14 so a year-to-year comparison can be made. All department expenditures are below 75% except Zoning, which is at 76%. No departments are a concern.

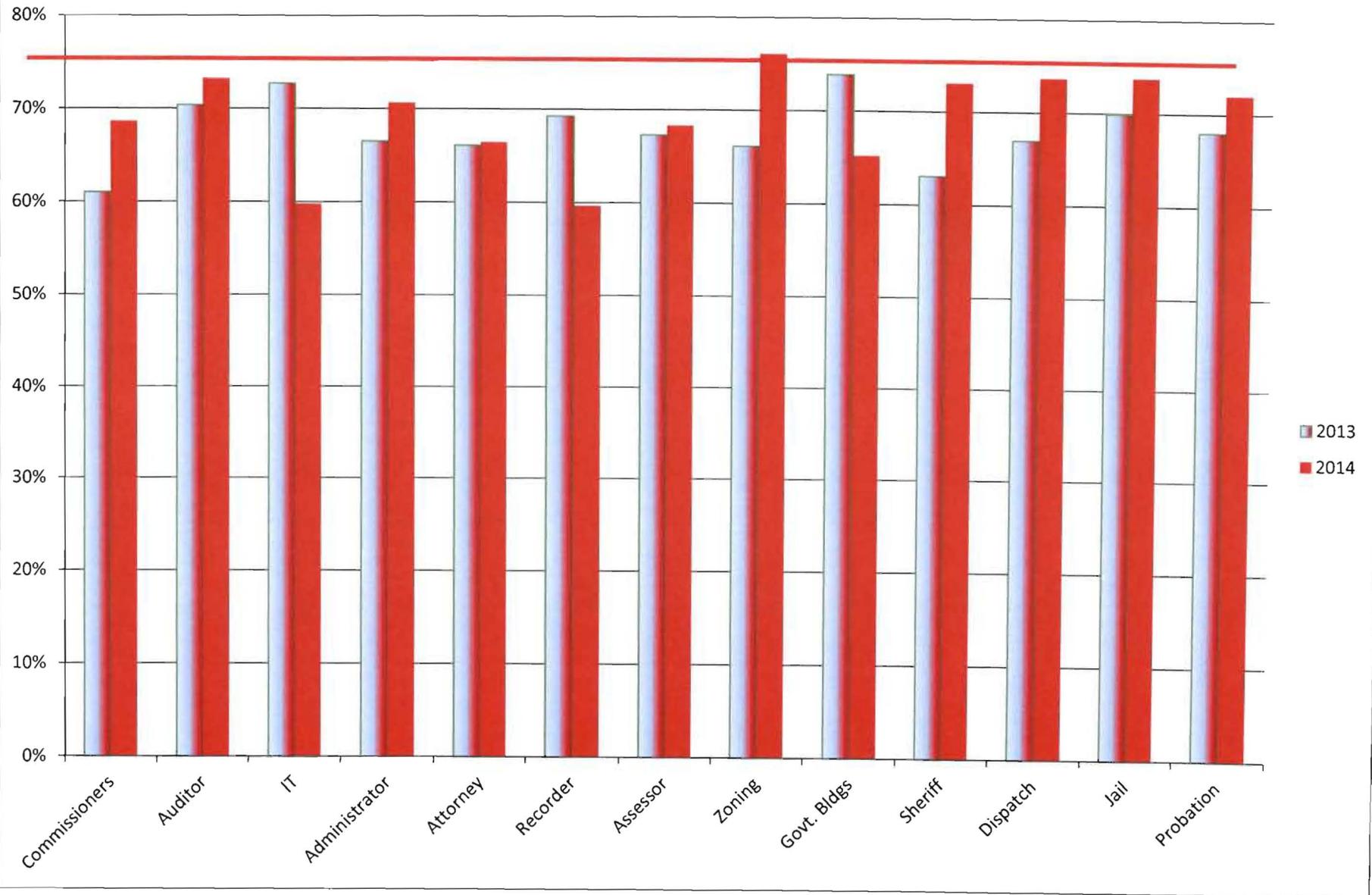
Chart 2 shows the expenditures and revenue by major fund and all funds combined. The 2014 General Fund is adjusted on this chart to factor out the flood recovery funds—revenue and expenditure of approximate \$4 million. These revenues and expenditures were unbudgeted and will net to zero, so including them will unnecessarily skew the year-to-date percentages. Overall spending in the General Fund is at 71%, or about the same level as a year ago. Revenues are at 67%, which is nearly 10% above last year.

In Health and Human Services expenditures are below 70% of budget and revenues are 7% above where they were a year ago. The trends in this fund are positive and reflective of a significant increase in budgetary control by management.

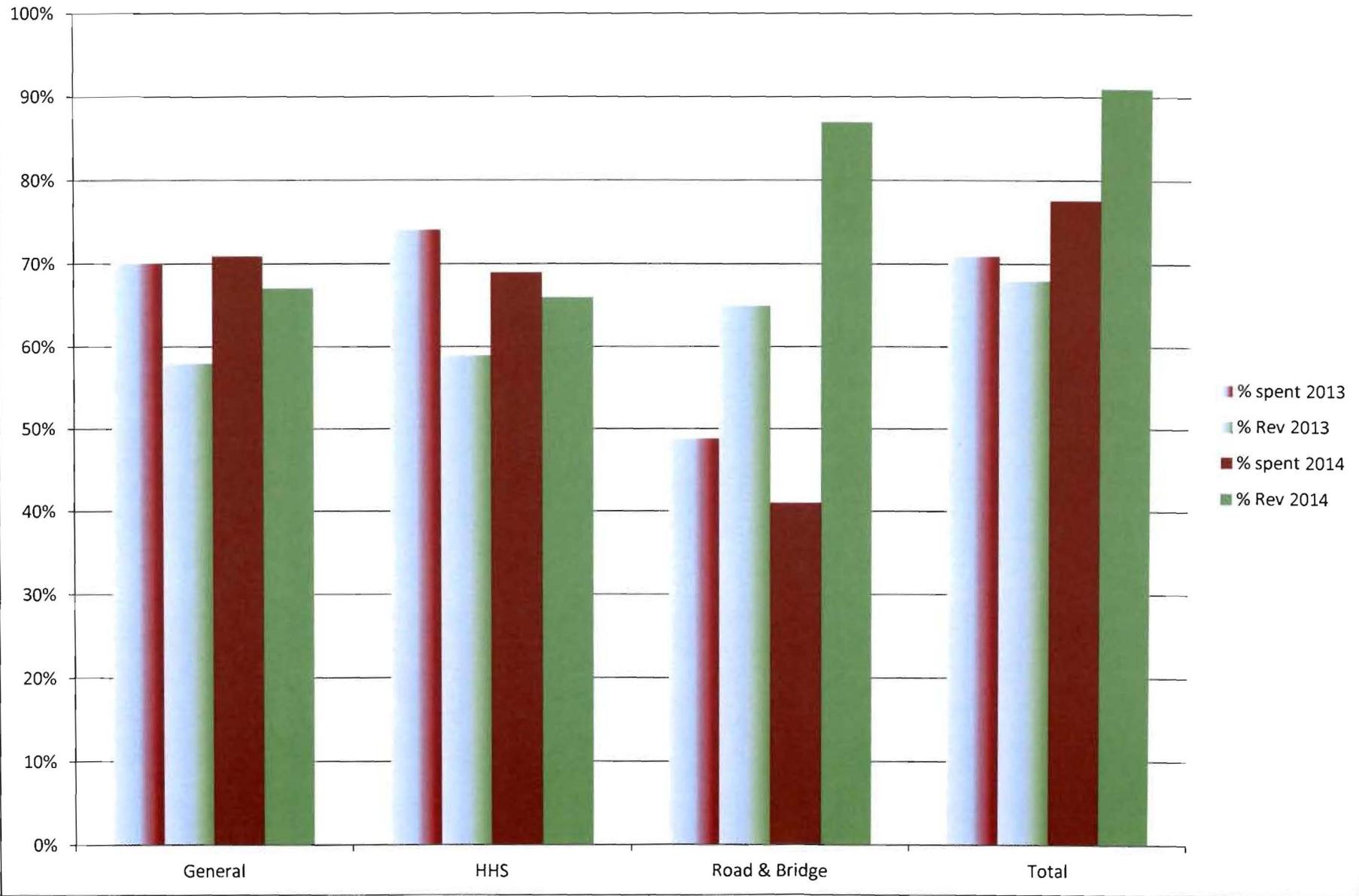
The Road and Bridge Fund continues to be positive with strong revenues and expenditures tracking within budget.

cc: Cathy Clemmer

**Chart 1**  
**Percent Spent General Fund Major Departments Thru 9/31 2013 & 2014**



**Chart 2**  
**Expenditures and Revenue 2013 & 2014 Thru 9/31 by Fund as a % of Budget**





# AGENDA REQUEST FORM

Date of Meeting: \_\_\_\_\_

- County Board**
  - Consent Agenda
  - Regular Agenda      5 mins. X    10 mins. \_\_\_    15 mins. \_\_\_    Other \_\_\_
- Personnel Committee**
- Other** \_\_\_\_\_

Agenda Item: Community Health Board Update and Appointment of Members

Department: Administration

  
 Department Head signature

### Background information on Item:

The Kanabec/Pine Community Health Board (CHB) met on Wednesday October 15<sup>th</sup> to amend the board's bylaws establishing membership on the board. The amendment was approved and changes the membership of the board to five county commissioners, two commissioners from each county and a commissioner which rotates between the counties—Pine in even years and Kanabec in odd years. The full text of the amendment is:

*Membership. The Joint Powers Board shall be comprised of and shall consist of two county commissioners from each County appointed by the respective county board for that County, and a fifth member who shall be a commissioner of one of the Counties on a rotating basis. In even-numbered years, the "rotating" member shall be a Pine County Commissioner, and in odd-numbered years, shall be a Kanabec County Commissioner.*

The CHB also requested that each county appoint members as soon as possible. Pine will have three members for the remainder of 2014.

The board set the next CHB meeting for November 13<sup>th</sup> at 1:00 PM at Pine County.

### Action Requested:

Appoint three Pine County Commissioners to the Joint Kanabec/Pine Community Health Board. Appointments shall be for the remainder of the calendar year.

### Financial Impact:

None