

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

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

**Tuesday, December 17, 2013, 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. Each speaker should state his/her name and limit comments to three (3) minutes.
- D) Approve Agenda
- E) Approve Minutes of December 3, 2013 board meeting and Summary for publication.
- F) Approve Minutes of December 5, 2013 Truth in Taxation meeting for publication.
- G) Minutes of Boards, Committees and Correspondence
  - Pine County HRA Senior Housing Board of Directors regular meeting Minutes – October 23, 2013
  - Pine County HRA Senior Housing Board of Directors annual meeting Minutes – October 23, 2013
- H) Approve Consent Agenda

**CONSENT AGENDA**

**1. Review November, 2013 Cash Balance (attached)**

<b>Fund</b>	<b>November 30, 2012</b>	<b>November 30, 2013</b>	<b>Difference</b>
General Fund	2,612,490.30	2,867,387.47	254,897.17
Health and Human Services Fund	2,300,843.70	1,289,936.43	(1,010,907.27)
Road and Bridge Fund	5,001,480.65	3,772,405.24	(1,229,075.41)
Land Management Fund	1,469,130.98	1,731,329.05	262,198.07
TOTAL (inc non-major funds)	12,904,541.55	10,946,247.11	(1,958,294.44)

**2. Donations**

- A. Consider acceptance of \$312 in donations from citizens to a fund for payment of the care of seized, abused animals.
- B. Consider acceptance of \$25 donation from a citizen. These funds will be used to help offset the expense of recently seized abused animals.

**3. Application for Exempt Permit**

Consider Application for Exempt Permit for the Kerrick Firefighter's Relief Association to conduct Minnesota lawful gambling on February 8, 2014 at the south end of Oak Lake, adjacent to the public access (Kerrick Twp.).

**4. Training**

- A. Consider County Engineer Mark LeBrun to attend the 2014 MN County Engineer's Association Conference, January 21-24, 2014, Brainerd. Registration and lodging, \$768. Funds are available in the 2014 Engineer's budget.
- B. Consider Office Support Specialist Donna Olsen to attend "Getting Started Training/Child Support", December 10-12, 2013, St. Paul. Registration \$0, Meals \$80, Accommodations \$280, Travel \$99.44. Total \$459.44. Funds are available in the HHS budget (Child Support Staff Development).
- C. Consider Health & Human Services Director Patrick Bruflat to attend "MN Association of County Social Service Administrators (MACSSA) Monthly Committee and General Membership Meetings" in St. Paul. Dates of 2014 Committee/General Meetings: January 22/23, February 26/27, March 26/27, April 23/24, June 26/ITV Only (General Meeting Only), July 23/24, August 27/28, September 17/18, November 5/6, December 3/4. Registration \$0; Meals included with hotel costs; Accommodations \$99 plus tax each month x 10 months; Travel \$79.10 each trip x 10 trips. Total \$1,781. Funds are available in the HHS budget (HHS Staff Development).
- D. Consider County Recorder Tamara Tricas to attend the Minnesota Association of County Officers Winter Conference, January 14 & 16, 2014, Bloomington. Cost: \$185. Funds are available in the 2013 Recorder budget.

**REGULAR AGENDA**

**1. Personnel Committee**

The Pine County Personnel Committee met December 12, 2013 and made the following recommendations (Minutes attached):

- I. Approve the promotion of Ellena Veldhouse to full time dispatcher effective December 15, 2013.
- II. Approve hiring of Tim Vaagenes as full time deputy, \$20.27 per hour, step 1, effective December 29, 2013.
- III. Approve the back fill of vacancy created by Corrections Officer Tim Vaagenes full time deputy hire.
- IV. Approve 1.5% increase from \$16.87 to \$17.12 for Administrative Assistant Deborah Gray (B22) effective November 9, 2013.
- V. Approve unpaid leave policy. Policy attached.
- VI. Approve the hiring of a temporary employee to fill in for Case Aide Lori Anderson to work no more than 3 days per week.

Other items are for informational purposes only.

**2. Schneider Corporation**

Presentation by Jeff Lewis and Ryan Smith on the full implementation of the Beacon software.

**3. Essentia Ambulance Service**

Annual report by Michael Hedrix, President/Administrator and Joe Newton, Director of Ambulance Services, Essentia Health – Sandstone.

4. **Ehlers Presentation**  
Carolyn Drude and Todd Hagen from Ehlers to discuss Standard and Poor's rating of Pine County.
5. **Hinckley/Finlayson School District School Resource Office**  
Consider agreement for School Resource Officer with the Hinckley/Finlayson School District for the 2013-2014 school year and authorize Board Chair to sign contract.
6. **Local Septic Fix Up Fund Amendment**  
Consider Amendment No. 1 to Contract Agreement for Administration of the Local Septic Fix Up Fund between Pine County and Lakes and Pines and authorize Board Chair and County Administrator to sign.
7. **Phase Contract**  
Consider approval of additional five-year recycling contract with PHASE (Jan. 1, 2014 – Dec. 31, 2018) at the current compensation rate of \$9,000 per month. This service is paid for using SCORE funds (\$70,000) with the rest levy dollars. Authorize Board Chair and Administrator to sign contract.
8. **Extension Committee Appointment**  
Consider appointment of the following to the Pine County Extension Committee:  
Thane Sheets (representing District 4), three-year term, January 1, 2014-December 31, 2016  
Kari Holmberg (At Large position), three-year term, January 1, 2014-December 31, 2016
9. **Planning Commission and Board of Adjustment Appointment**
  - A. Consider reappointment of the following for a two-year term, January 1, 2014-December 31, 2016:

<b><u>Planning Commission</u></b> District 2: Skip Thomson District 4: Richard Glattly District 5: Jeff Shute	<b><u>Board of Adjustment</u></b> District 5: Howard Thomsen
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  - B. Consider appointment of the following vacancies due to resignations of previous members:

<b><u>Planning Commission</u></b> District 3: Patrick McCarthy Term through December 31, 2014	<b><u>Board of Adjustment</u></b> District 2: TBD Term through December 31, 2015
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10. **Cost-of-Living , Health Insurance, Commissioners and Elected Official Salaries/Per Diem, Property Tax Levy and Budget**
  - A. Consider approval of a 1.5% Cost-of-Living increase to non-union employees and 2014 pay scale effective January 1, 2014.
  - B. Set 2014 health insurance monthly contributions for CMM 1000, CMM 1500 and VEBA
  - C. Consider approval of Resolution 2013-48 Resolution Setting 2014 Minimum Salaries for Elected Officials and Resolution 2013-49 Establishing 2014 County Commissioner Compensation and Per Diem.
  - D. Consider approval of Resolution 2013-51 establishing the 2014 Pine County Property Tax Levy at \$14,497,250.
  - E. Consider approval of Resolution 2013-52 adopting the 2014 Pine County operating budget.

**11. MCIT Workers Compensation Award**

Recognize MCIT Workers Compensation Award to Pine County.

**12. Strategic Planning**

Schedule Committee of the Whole meeting in January, 2014 to discuss the 2014 strategic planning.

**13. Commissioner Updates**

Law Library  
Soil & Water Conservation Board  
East Central Solid Waste Commission  
AMC Annual Conference  
East Central Regional Library Board  
ECRDC

**14. Other**

**15. Upcoming Meetings**

- a. **Technology Committee Meeting, December 17, 2013, 8:30 a.m.**, Commissioner Conference Room, Courthouse, Pine City, Minnesota.
- b. **Pine County Board Meeting, Tuesday, December 17, 2013, 10:00 a.m.**, Board Room, Courthouse, Pine City, Minnesota.
- c. **Pine County Health and Human Services Meetings, Tuesday, December 17, 2013, to commence after Pine County Board Meeting**, Boardroom, Pine County Courthouse, Pine City, Minnesota.
- d. **Arrowhead Counties Association Annual Holiday Meeting, Wednesday, December 18, 2013, 6:00 p.m.**, Pickwick Restaurant, 508 E Superior Street, Duluth, Minnesota.
- e. **Soil & Water Conservation Board Meeting, Thursday, January 2, 2014, 4:00 p.m.**, Public Health Building, Sandstone, Minnesota.
- f. **Pine County Board Meeting (Organizational Meeting), Tuesday, January 7, 2014, 1:00 p.m.**, Public Health Building, Sandstone, Minnesota.

**16. Adjourn**

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

**Tuesday, December 3, 2013, 1:00 p.m.**  
**Public Health Building, Sandstone, Minnesota**

Chair Hallan called the meeting to order at 1:07 p.m. Present were Commissioners Mitch Pangerl, Steve Chaffee, Curt Rossow, and Matt Ludwig. Also present were County Attorney John Carlson and County Administrator David Minke.

The Pledge of Allegiance was said.

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

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

Commissioner Pangerl moved to approve the Minutes of the November 5, 2013 Committee of the Whole/Budget Committee (Highway). Second by Commissioner Chaffee. Motion carried 5-0.

Commissioner Chaffee moved to approve the Minutes of the November 19, 2013 Board Meeting and Summary for publication. Second by Commissioner Ludwig. Motion carried 5-0.

Commissioner Ludwig moved to approve the Minutes of the November 19, 2013 Committee of the Whole Meeting – Subsurface Sewage Treatment System, 2014 Health and Human Services and 2014 General Fund Budget. Second by Commissioner Pangerl. Motion carried 5-0.

Minutes of Boards, Committees and Correspondence

Pine County Land Surveyor Monthly Report – November 2013

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

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

**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. November 2013 Disbursements**

Disbursements Journal Report, November 1, 2013 – November 30, 2013.

**2. Temporary Liquor License**

Approve temporary liquor license for the City of Pine City for an event to be held December 14, 2013, Northwest Company Fur Post, 12551 Voyageur Lane, Pine City. Subject to approval of the Pine County Sheriff.

**3. Renewal of Tobacco Licenses**

Approve applications (see attached listing) for renewal of tobacco licenses in Pine County under the jurisdiction of the Auditor for the period of January 1 – December 31, 2014. Subject to approval of Pine County Sheriff and contingent upon no delinquent property taxes.

**4. Training**

Approve Property Appraiser David Anderson to attend the Minnesota Association of Assessing Officers Assessment Laws and Procedures course January 27 – January 30, 2014 in Plymouth. This course is required for licensing. Cost of the course is \$380; hotel costs: \$77 per night plus tax (3 nights). Total cost \$611 plus tax. All expenses are within the 2013/2014 Assessor budget.

**5. New Hire**

Authorize the hiring of Registered Nurse Karen Engh, effective December 9, 2013, \$19.25 per hour, C-42, step 1.

**REGULAR AGENDA**

**1. 2014 Initiative Foundation**

A presentation was given by Sandy Voigt, Development Director, and Dan Frank, Senior Program Manager for the Initiative Foundation. The Initiative Foundation is requesting a financial contribution of \$7,250 from Pine County. Sandstone City Administrator Sam Griffith offered his support of the Initiative Foundation. Discussion was held regarding funding and persons served by the Initiative Foundation. The 2014 preliminary budget includes a contribution of \$7,000. The requested will be discussed in the upcoming budget meeting.

**2. Demo & Debris Removal – Phase 2**

Sealed Bids were opened on November 25, 2013 for Demolition and Debris removal of structures from the June 2012 flood. Land Services Director Kelly Schroeder reported that 5 bids were received and recommend award to the lowest responsible bidder, Fjosne Construction. This project may begin as early as January 2014 and requires the contractor to demolish the structures, remove and properly dispose of the debris (including any hazardous waste) and restore the site to green space.

**Motion** by Commissioner Rossow to award the contract bid for Phase 2 Flood Mitigation Demolition to the lowest responsible bidder, Fjosne Construction, LLC in the amount of \$351,616 and to authorize the County Board Chair and County Administrator to execute a contract with Fjosne Construction. Second by Commissioner Chaffee. Motion carried 5-0.

**3. Tax Forfeited Receipts for Year 2013 for Timber Development of Tax Forfeited Lands**

Auditor-Treasurer Clemmer provided an overview on the effect and use of tax forfeited lands and how they may have a positive impact on the General Revenue Fund.

**Motion** by Commissioner Rossow to rescind Resolution 2013-01 setting aside 10% for tax forfeited receipts for the year 2013 for timber development of tax forfeited lands. Second by Commissioner Ludwig. Motion carried 5-0.

#### **4. 2014-2018 Highway Improvement Plan**

County Engineer Mark LeBrun explained the 2014-2018 Highway Improvement Plan and various county roads that are included in this \$28.5 million dollar plan. Revenue from the wheelage tax is included in this plan and is dedicated to locally-funded county roads.

**Motion** by Commissioner Rossow to approve the 2014-2018 Highway Improvement Plan. Second by Commissioner Pangerl. Motion carried 5-0.

#### **5. Commissioner Updates**

- a. Commissioner Rossow provided an update from the Arrowhead Counties Association meeting and stated voting will be done in January with each county having one vote. Commissioner Rossow mentioned he is unable to attend the December meeting.
- b. Commissioner Chaffee provided an update on Rushline Corridor Task Force and stated he has requested a representative to make a presentation on the project to the Pine County Board.
- c. Commissioner Chaffee commented he was unable to attend the Riverwood Center meeting but that Mille Lacs County will be withdrawing at the end of the year.
- d. Commissioner Chaffee provided an update on the NLX Meeting and stated Pine County will withhold funding to the NLX in 2014.

#### **6. Other**

None.

#### **7. Upcoming Meetings**

- a. **Law Library Board of Trustees, Wednesday, December 4, 2013, 12:00 p.m.**, Law Library, Courthouse, Pine City, Minnesota.
- b. **Extension Committee Meeting, December 5, 2013, 3:00 p.m.**, Board Room, Pine County Courthouse, Pine City, Minnesota.
- c. **Soil & Water Conservation Board Meeting, Thursday, December 5, 2013 at 4:00 p.m.**, Public Health Building, Sandstone, Minnesota.
- d. **Truth in Taxation, Thursday, December 5, 2013, 7:00 p.m.**, Board Room, Pine County Courthouse, Pine City, Minnesota.
- e. **AMC Annual Conference, December 9-11, 2013**, Hyatt Regency Minneapolis, Minneapolis, Minnesota.
- f. **Personnel Committee Meeting, Tuesday, December 12, 2013, 9:00 a.m., (NOTE: change in date)**. Commissioner Conference Room, Courthouse, Pine City, Minnesota.
- g. **East Central Solid Waste Commission, Monday, December 16, 2013, 9:00 a.m.**, 1756 180<sup>th</sup>, Mora, Minnesota.
- h. **East Central Regional Library Board, Monday, December 16, 2013, 9:30 a.m.**, 244 Birch Street, Cambridge, Minnesota.
- i. **ECRDC, Monday, December 16, 2013, 7:00 p.m.**, 100 Park Street South, Mora, Minnesota.
- j. **Technology Meeting, Tuesday, December 17, 2013, 8:30 a.m.**, Commissioner Conference Room, Courthouse, Pine City, Minnesota.
- k. **Pine County Board Meeting, Tuesday, December 17, 2013, 10:00 a.m.**, Board Room, Pine County Courthouse, Pine City, Minnesota.

- l. **Pine County Health and Human Service Meetings, Tuesday, December 17, 2013, to commence after Pine County Board Meeting**, Board Room. Pine County Courthouse, Pine City, Minnesota.
- m. **Arrowhead Counties Association Annual Holiday Meeting, Wednesday, December 18, 2013, 6:00 p.m.**, Pickwick Restaurant, 508 East Superior Street, Duluth, Minnesota.

**12. Adjourn**

With no further business, Chair Hallan adjourned the county board meeting at 2:17p.m. The next regular meeting of the county board is scheduled for December 17, 2013 at 10:00 a.m. at the Board Room. Pine County Courthouse, Pine City, Minnesota.

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Stephen M. Hallan, Chair  
Board of Commissioners

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David J. Minke, Administrator  
Clerk to County Board

Banning Junction  
Bear's Den  
Chengwatana Country Club  
Chris' Food Center  
CFC-PC Inc. Chris' Food Center  
Crossroads Convenience Store  
Cypress Inn  
Daggett's Super Valu  
Dave's Oil Corp  
Denham Run Bar & Grill  
Double A Liquors  
Duquette General Store  
Family Dollar Store-Sandstone  
Finlayson Municipal Liquor Store  
Tadpoles, LLC (formerly Froggites)  
Heidelberger's Rock Creek Motor Stop  
Hinckley Firehouse Liquor  
Holiday Station stores #6, 226, and 258  
Jade Fuel  
Kurt's Station  
Little Stores (2)  
Main Street Grocery  
Mainstreet Milkhouse  
Marathon of Beroun  
Nickerson Bar & Motel, Inc  
Northland E-Cigs  
Off the Road Bar & Grill  
Petry's Bait Company  
Pump N Munch  
Ray & Marge's Resort  
Rich's Bar  
Sandstone Petro Plus  
Slim's Service, Inc.  
Squirrel Cage  
St. Croix Haven Campground  
Stogies Discount Tobacco  
SuperAmerica #4500  
Super Smokes  
Tank's Tavern  
Tobies Station, Inc

Voyageur Bottle Shop  
Wal-Mart Supercenter #2367  
Wanna Video  
West Beroun Liquors

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

**Tuesday, December 3, 2013, 1:00 p.m.  
Public Health Building, Sandstone, Minnesota**

Chair Hallan called the meeting to order at 1:07 p.m. Present were Commissioners Mitch Pangerl, Steve Chaffee, Curt Rossow, and Matt Ludwig. Also present were County Attorney John Carlson and County Administrator David Minke.

The Pledge of Allegiance was said.

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

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

Commissioner Pangerl moved to approve the Minutes of the November 5, 2013 Committee of the Whole/Budget Committee (Highway). Second by Commissioner Chaffee. Motion carried 5-0.

Commissioner Chaffee moved to approve the Minutes of the November 19, 2013 Board Meeting and Summary for publication. Second by Commissioner Ludwig. Motion carried 5-0.

Commissioner Ludwig moved to approve the Minutes of the November 19, 2013 Committee of the Whole Meeting – Subsurface Sewage Treatment System, 2014 Health and Human Services and 2014 General Fund Budget. Second by Commissioner Pangerl. Motion carried 5-0.

Minutes of Boards, Committees and Correspondence

Pine County Land Surveyor Monthly Report – November 2013

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

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

Disbursements Journal Report, November 1, 2013 – November 30, 2013.

Approve temporary liquor license for the City of Pine City for an event to be held December 14, 2013, Northwest Company Fur Post, 12551 Voyageur Lane, Pine City. Subject to approval of the Pine County Sheriff.

Approve applications for renewal of tobacco licenses in Pine County under the jurisdiction of the Auditor for the period of January 1 – December 31, 2014: Banning Junction, Bear's Den,

Chengwatana Country Club, Chris' Food Center, CFC-PC Inc. Chris' Food Center, Crossroads Convenience Store, Cypress Inn, Daggett's Super Valu, Dave's Oil Corp., Denham Run Bar & Grill, Double A Liquors, Duquette General Store, Family Dollar Store-Sandstone, Finlayson Municipal Liquor Store, Tadpoles, LLC (formerly Froggies), Heidelberger's Rock Creek Motor Stop, Hinckley Firehouse Liquor, Holiday Station Stores #6, 226 and 258, Jade Fuel, Kurt's Station, Little Stores (2), Main Street Grocery, Mainstreet Milkhouse, Marathon of Beroun, Nickerson Bar & Motel, Inc., Northland E-Cigs, Off the Road Bar & Grill, Petry's Bait Company, Pump N Munch, Ray & Marge's Resort, Rich's Bar, Sandstone Petro Plus, Slim's Service, Inc., Squirrel Cage, St. Croix Haven Campground, Stogies Discount Tobacco, SuperAmerica #4500, Super Smokes, Tank's Tavern, Tobies Station, Inc., Voyageur Bottle Shop, Wal-Mart Supercenter #2367, Wanna Video, West Beroun Liquors. Subject to approval of Pine County Sheriff and contingent upon no delinquent property taxes.

Approve Property Appraiser David Anderson to attend the Minnesota Association of Assessing Officers Assessment Laws and Procedures course. Total cost \$611 plus tax.

Approve the hiring of Registered Nurse Karen Engh, effective December 9, 2013, \$19.25 per hour, C-42, step 1.

**Motion** by Commissioner Rossow to award the contract bid for Phase 2 Flood Mitigation Demolition to the lowest responsible bidder, Fjosne Construction, LLC in the amount of \$351,616 and to authorize the County Board Chair and County Administrator to execute a contract with Fjosne Construction. Second by Commissioner Chaffee. Motion carried 5-0.

**Motion** by Commissioner Rossow to rescind Resolution 2013-01 setting aside 10% for tax forfeited receipts for the year 2013 for timber development of tax forfeited lands. Second by Commissioner Ludwig. Motion carried 5-0.

**Motion** by Commissioner Chaffee to approve Resolution 2013-50 setting allocation of tax forfeited receipts for the year 2013 for timber development of tax forfeited lands to zero. Second by Commissioner Rossow. Motion carried 5-0.

**Motion** by Commissioner Rossow to approve the 2014-2018 Highway Improvement Plan. Second by Commissioner Pangerl. Motion carried 5-0.

With no further business, Chair Hallan adjourned the county board meeting at 2:17 p.m. The next regular meeting of the county board is scheduled for December 17, 2013 at 10:00 a.m. at the Board Room, Pine County Courthouse, Pine City, Minnesota.

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Stephen M. Hallan, 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.**

## MINUTES OF TRUTH IN TAXATION HEARING

**Thursday, December 5, 2013, 7:00 p.m.**  
**Board Room, Pine County Courthouse, Pine City, Minnesota**

Chair Hallan called the meeting to order at 7:00 p.m. Present were Commissioners Steve Hallan, Mitch Pangerl, Steve Chaffee, and Matt Ludwig. Also present were Land Services Director Kelly Schroeder and County Administrator David Minke.

Public present: Dan Peterson, Dave Ostenson, Henry Fischer, Randy Christensen.

The Pledge of Allegiance was said.

Administrator Minke gave a slide presentation outlining the 2014 Pine County budget. Administrator Minke stated the total proposed property tax levy is \$14,497,250, which is a three percent increase from 2013. The levy breaks down as follows:

- General Fund - \$7,910,111
- Health & Human Services Fund - \$2,775,000
- Road & Bridge Fund - \$1,525,000
- Pine County Rail Authority Fund - \$9,062
- Jail Bond 2005A - \$1,288,400
- Courthouse 2012 GO Bond - \$989,677

Discussion was held regarding the balancing of the Health & Human Services budget. Administrator Minke stated the HHS budget is to be balanced by 2015 and mid-year corrections will be made in 2014.

Randy Christensen commented he felt the proposed three percent levy increase was too high. Henry Fischer commented on the declining value of homes however the property taxes continue to increase. Dave Ostenson commented on the HHS budget, including staffing levels, federal reimbursement of programs, salaries, and mandated contracts.

With no further discussion, Chair Hallan adjourned the meeting at 8:14 p.m.

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Stephen M. Hallan, Chair  
Board of Commissioners

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David J. Minke, Administrator  
Clerk to County Board

**PINE COUNTY HRA SENIOR HOUSING**

**510 Fifth Street Office**

**Sandstone, MN 55072**

**(320) 245-5140**

[pinehra@ecenet.com](mailto:pinehra@ecenet.com)

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

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

The regular meeting of the Pine County HRA Senior Housing Board of Directors was held on October 23, 2013, at the Sandstone Manor. Commissioners of the HRA present were Board Chair Dorothy Stockamp, Jan Oak, Carl Steffen, Cheri Drilling, and Greg Kvasnicka. Staff members present were Executive Director Janice Gustafson and Resident Manager Evelyn Yocum. Staff member Susan Blake was absent. There were no residents present.

1. The meeting was called to order at 2:00 P.M. by Board Chair D. Stockamp.
2. The minutes from September 25, 2013, were reviewed by the Board members. A motion was made by C. Steffen and was seconded by C. Drilling to accept the minutes. Motion carried: Yeas 5, Nays 0.
3. The monthly financial statements and the investment report were presented by J. Gustafson. A motion was made by Board Chair D. Stockamp and was seconded by J. Oak to approve the financial statements and the investment report. Motion carried: Yeas 5, Nays 0.
4. Executive Director's Report. The written Executive Director's report was reviewed by Board members.
5. Old Business.
  - a) Vacancies. As of this date, there are no vacancies at either Manor.
  - b) Sandstone and Finlayson Resident Managers were asked to schedule the annual fire department drills at both Manors.
6. New Business.
  - a) David Minke from Pine County has requested the HRA Board to meet with the Pine County Board of Commissioners at 11:00 a.m. on December 3, 2013. The topic will be Pine County's activity with economic development and how the HRA fits into that activity. The HRA Board members agreed to attend the meeting.

7. Resident Managers' Reports.

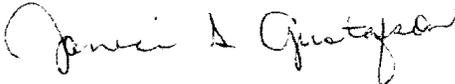
- a) Finlayson Manor. The residents are preparing for the Halloween children to come to the Finlayson Manor for trick or treating. They are also planning a resident party for that night with sugar cookies and apple cider.
- b) Sandstone Manor. Halloween bags of candy will be handed out to all the trick or treaters at the Sandstone Manor. Before the children come, the residents are planning their own Halloween party with cupcakes and drinks.

8. Resident Comments/Questions. There were no residents present.

9. A motion was made by C. Steffen and was seconded by G. Kvasnicka to adjourn the meeting at 2:44 P.M. Motion carried: Yeas 5, Nays 0.

10. The next HRA Board meeting is scheduled for November 26, 2013, at the Finlayson Manor.

  
Dorothy Stockamp  
HRA Board Chair

  
Janice S. Gustafson  
Executive Director

**PINE COUNTY HRA SENIOR HOUSING**  
**510 Fifth Street Office**  
**Sandstone, MN 55072**  
**(320) 245-5140**  
[p.nehra@ecenet.com](mailto:p.nehra@ecenet.com)

<b>Sandstone Manor</b> <b>510 Fifth Street</b> <b>Sandstone, MN 55072</b>	<b>Finlayson Manor</b> <b>6524 Broadway Street</b> <b>Finlayson, MN 55735</b>
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**ANNUAL MEETING**  
**October 23, 2013**

The annual meeting of Pine County HRA Senior Housing was held on October 23, 2013, at the Sandstone Manor. Commissioners of the HRA present were: Board Chair Dorothy Stockamp, Cheri Drilling, Carl Steffen, Greg Kvasnicka, and Jan Oak. Staff members present were Executive Director Janice Gustafson and Resident Manager Evelyn Yocum. Resident Manager Susan Blake was absent and there were no residents present.

The meeting was called to order at 2:45 p.m. by Board Chair D. Stockamp.

Election of Officers: Nominations were opened. A motion was made by C. Drilling and was seconded by Board Chair D. Stockamp to cast a unanimous vote for Greg Kvasnicka to be the Vice Chair and J. Oak to be the Secretary. Motion carried: Yeas 5, Nays 0.

Discussion of depositories: A motion was made by .C. Drilling and was seconded by C. Steffen the Northview Bank, Sandstone, MN; Northview Bank, Finlayson, MN; Lake State Federal Credit Union, Sandstone, MN; Woodlands National Banks of Hinckley, MN; and Sturgeon Lake, MN are the HRA's depositories. Motion carried: Yeas 5, Nays 0.

Discussion on the official newspaper: A motion was made by Board Chair D. Stockamp and was seconded by J. Oak the HRA's official newspaper will be the Pine County Courier. Motion carried: Yeas 5, Nays 0.

Discussion on Financial Auditor: A motion was made by C. Steffen and was seconded by G. Kvasnicka that Althoff & Nordquist, LLC be appointed as the HRA's financial auditor. Motion carried: Yeas 5, Nays 0.

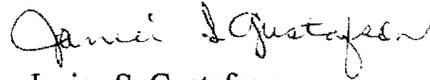
Discussion on signatures required on all financial documents (checks, certificates, savings, safe deposit box, etc.): A motion was made by J. Oak and was seconded by C. Drilling that Board Chair Dorothy Stockamp, Greg Kvasnicka, Carl Steffen and Janice Gustafson are authorized to sign all financial documents and that any financial document—for withdrawal of funds on deposit or access to safe deposit box—shall contain the signatures of two authorized persons. Motion carried: Yeas 5, Nays 0.

Discussion on checks issued: A motion was made by Board Chair D. Stockamp and was seconded by C. Steffen that checks will be issued for payments before approval and proper signatures can be obtained, if a discount is guaranteed in accordance with normal and customary billing. Motion carried: Yeas 5, Nays 0.

Discussion on legal counsel: A motion was made by Board Chair D. Stockamp and was seconded by C. Steffen that the County Attorney be designated as the HRA's legal counsel/representative. Motion carried: Yeas 5, Nays 0.

A motion to adjourn at 3:04 was made by C. Steffen and was seconded by C. Drilling. Motion carried: Yeas 5, Nays 0.

  
Dorothy Stockamp  
HRA Board Chair

  
Janice S. Gustafson  
Executive Director

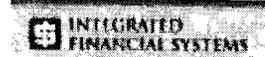


TREASURER'S CASH TRIAL BALANCE COMPARISON

FUND	November 30, 2012 BALANCE	November 30, 2013 BALANCE	DIFFERENCE
1 - GENERAL	2,612,490.30	2,867,387.47	254,897.17
12 - H&HS	2,300,843.70	1,289,936.43	(1,010,907.27)
13 - ROAD & BRIDGE	5,001,480.65	3,772,405.24	(1,229,075.41)
22 - LAND	1,469,130.98	1,731,329.05	262,198.07
TOTAL (incl non-major funds)	\$12,904,541.55	\$10,946,247.11	(1,958,294.44)

CATHYJ  
12/9/13 8:12AM

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



TREASURER'S CASH TRIAL BALANCE

As of 11/2013

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
<b>1</b> General Revenue Fund	<b>2,477,387.17</b>			
Receipts		555,674.98	5,605,413.26	
Disbursements		407,162.18-	5,784,968.49-	
Payroll		779,485.66-	8,330,950.94-	
Journal Entries		3,451,715.32	8,900,506.47	
<b>Fund Total . . . . .</b>		<b>2,820,742.46</b>	<b>390,000.30</b>	<b>2,867,387.47</b>
<b>12</b> Health & Human Services	<b>420</b>	II&Hs- Income Maintenance		
	<b>2,263,040.10</b>			
Receipts		121,485.80	1,102,947.52	
Disbursements		62,803.44-	610,589.42-	
Payroll		134,505.00	1,590,295.63-	
Journal Entries		201,246.40	922,736.58	
<b>Dept Total . . . . .</b>		<b>125,423.76</b>	<b>175,200.95-</b>	<b>2,087,839.15</b>
<b>12</b> Health & Human Services	<b>430</b>	II&Hs- Social Services		
	<b>742,605.35-</b>			
Receipts		282,747.27	2,200,443.23	
Disbursements		33,525.64-	277,252.83-	
SSIS		280,018.42-	2,831,296.63-	
Payroll		136,101.50-	1,508,862.00-	
Journal Entries		775,859.09	2,134,506.68	
<b>Dept Total . . . . .</b>		<b>608,960.80</b>	<b>282,461.55-</b>	<b>1,025,066.90-</b>
<b>12</b> Health & Human Services	<b>440</b>	Childrens Collaborative (II&Hs)		
	<b>0.00</b>			
Disbursements		0.00	538.00-	
<b>Dept Total . . . . .</b>		<b>0.00</b>	<b>538.00-</b>	<b>538.00-</b>
<b>12</b> Health & Human Services	<b>481</b>	Nursing-Community Health (II&Hs)		
	<b>294,466.40</b>			
Receipts		78,646.19	752,127.95	
Disbursements		32,854.16-	273,497.82-	
Payroll		79,940.55-	979,014.64-	
Journal Entries		118,278.05	378,139.95	

# 1,281,936.43

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



CATHYJ  
12/9/13 8:12AM

TREASURER'S CASH TRIAL BALANCE

As of 11/2013

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Dept Total . . . . .		84,129.53	122,244.56-	172,221.84
Fund Total . . . . .	1,814,901.15	818,514.09	580,445.06-	1,234,456.09
13 Road & Bridge Fund	5,324,159.01			
Receipts		305,722.96	9,156,591.70	
Disbursements		3,354,601.79-	10,339,024.36-	
Payroll		156,676.14-	1,795,986.74-	
Journal Entries		608,232.70	1,426,665.63	
Fund Total . . . . .		2,597,322.27-	1,551,753.77-	3,772,405.24
14 Ditch Maintenance (Sr) Fund	11,846.10			
Journal Entries		7.97	129.81	
Fund Total . . . . .		7.97	129.81	11,975.91
20 County-Wide Rehab (Sr) Fund	39,842.08			
Receipts		0.00	603.34	
Journal Entries		14.56	39,547.91-	
Fund Total . . . . .		14.56	38,944.57-	897.51
21 800 MHz Project Fund	36,241.83-			
Disbursements		151,752.65-	251,178.85-	
Fund Total . . . . .		151,752.65-	251,178.85-	287,420.68-
22 Land Management Fund	1,474,268.53			
Receipts		49,053.61	1,079,169.05	
Disbursements		1,482.11-	23,915.34-	
Payroll		7,016.41-	93,265.36-	

CATHYJ  
12/9/13 8:12AM

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

TREASURER'S CASH TRIAL BALANCE

As of 11/2013



Fund	Journal Entries	Beginning Balance	This Month	YTD	Current Balance
	Fund Total . . . . .		438,178.85 - 397,624.76 -	704,917.83 - 257,060.52	1,731,329.05
24	Ambulance (Sr) Fund				
	Fund Total . . . . .	0.00	0.00	0.00	0.00
29	Children's Collab (H&Hs) Agency Fund	440	Childrens Collaborative (H&Hs)		
		33,924.76			
	Receipts		42,563.00	149,042.00	
	Disbursements		0.00	129,142.00 -	
	Journal Entries		5.82	54.27	
	Dept Total . . . . .		42,568.82	19,954.27	53,879.03
	Fund Total . . . . .	33,924.76	42,568.82	19,954.27	53,879.03
32	Ecswe Bond Guarantee (Dsr)				
	Fund Total . . . . .	0.00	0.00	0.00	0.00
33	2002 Cap-Equip Bond (Dsr) Fund				
	Fund Total . . . . .	0.00	0.00	0.00	0.00
35	2004 Street Reconstruct Bond Fund				
		61,884.57			
	Journal Entries		1,633.96	6,963.27	
	Fund Total . . . . .		1,633.96	6,963.27	68,847.84
37	County Railroad Authority				
		5,606.76			
	Receipts		133.01	376.14	

CATHYJ  
12/9/13 8:12AM

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



TREASURER'S CASH TRIAL BALANCE

As of 11/2013

Fund		Beginning Balance	This Month	YTD	Current Balance
	Disbursements		64.56-	12,217.56-	
	Journal Entries		6,428.75	15,719.14	
	<b>Fund Total . . . .</b>		<b>6,497.20</b>	<b>3,877.72</b>	<b>1,729.04</b>
<b>38</b>	<b>Building Fund</b>				
		165,177.85			
	Disbursements		7,153.00-	39,228.40	
	<b>Fund Total . . . .</b>		<b>7,153.00-</b>	<b>39,228.40-</b>	<b>125,949.45</b>
<b>39</b>	<b>2005A G.O. Jail Bonds</b>				
		840,613.35			
	Receipts		11,196.39	11,196.39	
	Disbursements		0.00	1,220,611.26-	
	Journal Entries		533,746.03	1,274,761.35	
	<b>Fund Total . . . .</b>		<b>544,942.42</b>	<b>65,346.48</b>	<b>905,959.83</b>
<b>40</b>	<b>2012 G.O. Courthouse Bonds</b>				
		0.00			
	Receipts		8,593.46	8,593.46	
	Disbursements		0.00	848,150.00-	
	Journal Entries		402,513.48	1,599,911.73	
	<b>Fund Total . . . .</b>		<b>411,106.94</b>	<b>760,355.19</b>	<b>760,355.19</b>
<b>41</b>	<b>2005 Bra Bonds</b>				
		627,689.37			
	Journal Entries		7,321.80	620,367.57-	
	<b>Fund Total . . . .</b>		<b>7,321.80</b>	<b>620,367.57-</b>	<b>7,321.80</b>
<b>76</b>	<b>Group Health Ins Fund 5/1/95 (Gen)</b>				
		474,292.53-			
	Receipts		229,640.64	2,584,025.02	
	Disbursements		235,541.71	2,722,529.46	
	Journal Entries		7,561.88	82,149.68	

CATHYJ  
12/9/13 8:12AM

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

TREASURER'S CASH TRIAL BALANCE

As of 11/2013



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
<b>Fund Total . . . . .</b>		1,660.81	56,354.76-	530,647.29 -
<b>80 County Collections Agency Fund</b>	23,909.69			
Receipts		8,620.93	620,965.64	
Disbursements		9,159.00-	630,873.09-	
Journal Entries		0.00	7,636.15	
<b>Fund Total . . . . .</b>		538.07-	2,271.30-	21,638.39
<b>82 Taxes And Penalties Agency Fund</b>	959,721.59			
Receipts		1,288,506.85	32,401,938.76	
Disbursements		6,067,985.78-	18,719,178.64	
Journal Entries		5,626,742.53-	14,489,954.80-	
<b>Fund Total . . . . .</b>		10,406,161.56-	807,194.68-	152,526.91
<b>84 East Central Drug Task Force Agency Fur</b>	32,287.77			
Receipts		34,478.41	151,684.86	
Disbursements		33,361.41	132,578.53-	
Journal Entries		0.00	1,881.00-	
<b>Fund Total . . . . .</b>		1,117.00	17,225.33	49,513.10
<b>89 H &amp; Hs Collections Agency Fund</b>	4,388.80			
Receipts		51,603.82	1,102,118.14	
Disbursements		3,911.62-	171,309.78	
Journal Entries		50,398.62-	933,595.85-	
<b>Dept Total . . . . .</b>		2,706.42-	2,787.49-	1,601.31
<b>Fund Total . . . . .</b>	4,388.80	2,706.42-	2,787.49-	1,601.31
<b>801 Non Departmental</b>				
<b>All Funds .....</b>	<b>13,375,860.67</b>			
Receipts		3,069,727.32	56,927,226.46	
Disbursements		10,401,359.05-	42,186,783.83-	

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12/9/13 8:12AM

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

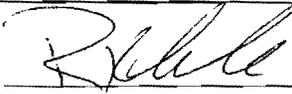
TREASURER'S CASH TRIAL BALANCE

As of 11/2013



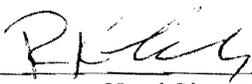
Fund	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
SSIS		280,018.47-	2,831,296.63-	
Payroll		1,293,725.26-	14,298,375.31-	
Journal Entries		755.29	40,384.25-	
Total .....		8,907,130.70-	2,429,613.56-	10,946,247.11

**PINE COUNTY REQUEST FOR BOARD ACTION**

Requested Board Date:  December 17, 2013	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>	 12-5-2013 Department Head Signature                      Date

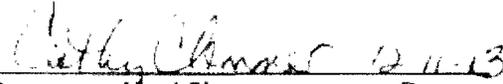
<p><b>Item for Discussion:</b> (one form per item)</p> <p>The Pine County Sheriff's office has received donations of \$312.00 from citizens. These funds will be used to help offset the expense of, recently seized, abused animals.</p> <p>This donation will be placed in 01-201-5764.</p> <p><b>Board Action Requested:</b> (Attach additional pages if needed)</p> <p>Request the Pine County Board of Commissioners approve and except this donation.</p> <p align="center">Supporting Documents:    Attached    None</p>
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## PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date:  December 17, 2013	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>	 12-2-2013 _____ Department Head Signature                      Date

<p><b>Item for Discussion:</b> (one form per item)</p> <p>The Pine County Sheriff's office has received donations of \$25.00 from a citizen. These funds will be used to help offset the expense of, recently seized, abused animals.</p> <p>This donation will be placed in 01-201-5764.</p> <p><b>Board Action Requested:</b> (Attach additional pages if needed)</p> <p>Request the Pine County Board of Commissioners approve and except this donation.</p> <p style="text-align: center;">Supporting Documents:    Attached    None</p>

**PINE COUNTY REQUEST FOR BOARD ACTION**

Requested Board Date:  December 17, 2013	<u>Consent Agenda</u> <i>(Please Circle)</i>  Regular Agenda Estimated Time: <i>(Please Circle)</i> 10 Min. 15 Min. <small>Time needed</small> 30 Min. 45 Min. 1 hour
Department Requesting Action:  <b><u>Auditor/Treasurer</u></b>	 Department Head Signature                      Date

<p><b>Item for Discussion:</b></p> <p><i>Application for Exempt Permit for the Kerrick Firefighter's Relief Association to conduct Minnesota lawful gambling on February 8, 2014 at the South end of Oak Lake, adjacent to the public access (Kerrick Twp).</i></p> <p><b>Board Action Requested:</b> (Attach additional pages if needed)</p> <p align="right">Supporting Documents:    Attached    None</p>
--

**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:  
 - conducts lawful gambling on five or fewer days, and  
 - awards less than \$50,000 in prizes during a calendar year.  
 If total prize value for the year will be \$1,500 or less, contact the licensing specialist assigned to your county.

**Application fee (non refundable)**

If application is postmarked or received 30 days or more before the event **\$50**; otherwise **\$100**.

**ORGANIZATION INFORMATION**

Organization name **Kerrick Firefighter's Relief Association** Previous gambling permit number **x-92404-13-003**

Minnesota tax ID number, if any **2235951** Federal employer ID number (FEIN), if any **20-5932129**

**Type of nonprofit organization. Check one.**

Fraternal  Religious  Veterans  Other nonprofit organization

Mailing address **P O Box 225** City **Kerrick** State **MN** Zip code **55756** County **Pine**

Name of chief executive officer (CEO) **David George Ketchum** Daytime phone number **218-372-3026** E-mail address

**NONPROFIT STATUS**

Attach a copy of ONE of the following for proof of nonprofit status.

**Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.**

Don't have a copy? This certificate must be obtained each year from:  
 Secretary of State, Business Services Div., 60 Empire Drive, Suite 100, St. Paul, MN 55103  
 Phone: 651-296-2803

**IRS income tax exemption [501(c)] letter in your organization's name.**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

**IRS - Affiliate of national, statewide, or international parent nonprofit organization [charter]**

If your organization falls under a parent organization, attach copies of both of the following:  
 a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and  
 b. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place.  
**South end of Oak Lake, on the ice off the public access, Kerrick Twp.**

Address [do not use PO box] **Kerrick Twp** City or township **Kerrick** Zip code **55756** County **Pine**

Date[s] of activity. For raffles, indicate the date of the drawing.  
**February 8th 2014**

Check each type of gambling activity that your organization will conduct.

Bingo\*  Raffle  Paddlewheels\*  Pull-tabs\*  Tipboards\*

**\*Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

To find a licensed distributor, go to [www.gcb.state.mn.us](http://www.gcb.state.mn.us) and click on **Distributors** under the **WHO'S WHO? LIST OF LICENSEES**, or call 651-639-4000.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT**

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

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days [60 days for a 1st class city].
- The application is denied.

Print city name \_\_\_\_\_

Signature of city personnel \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_



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

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days.
- The application is denied.

Print county name \_\_\_\_\_

Signature of county personnel \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**TOWNSHIP. If required by the county.**

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits.

[A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.166.]

Print township name \_\_\_\_\_

Signature of township officer \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER'S SIGNATURE**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief executive officer's signature David Ketchum Date 12-6-13

Print name David G. Ketchum

**REQUIREMENTS**

**Complete a separate application for:**

- all gambling conducted on two or more consecutive days, or
  - all gambling conducted on one day.
- Only one application is required if one or more raffle drawings are conducted on the same day

**Send application with:**

- a copy of your proof of nonprofit status, and
- application fee (non refundable). Make check payable to "State of Minnesota."

To: Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

**Financial report and recordkeeping required**

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at [www.gcb.state.mn.us](http://www.gcb.state.mn.us).

Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board.

**Questions?**

Call the Licensing Section of the Gambling Control Board at 651-639-4000.

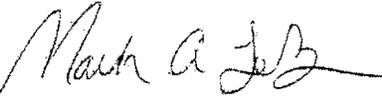
This form will be made available in alternative format (i.e. large print, Braille) upon request

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board.

All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety, Attorney

General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

**PINE COUNTY REQUEST FOR BOARD ACTION**

Requested Board Date:  December 17, 2013	Consent Agenda <i>(Please Circle)</i>  Regular Agenda Estimated Time: <i>(Please Circle)</i> 5 Min    10 Min.    15 Min. Time needed 30 Min.    45 Min.    1 hour
Department Requesting Action:  <b><u>Pine County Public Works</u></b>	 12/3/13 Department Head Signature                      Date

<p><b>Item for Discussion:</b> (one form per item)</p> <p>Mark LeBrun, County Engineer, to attend 2014 MN County Engineer's Association Conference, January 21-24, 2014 Brainerd.</p> <p align="center"><i>In 20/4 Budget</i></p> <p><b>Board Action Requested:</b> (Attach additional pages if needed)  <i>Registration and lodging \$768.00</i></p> <p align="right">Supporting Documents:    Attached    None</p>
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**PREFERRED LODGING HELD UNTIL  
December 20, 2013**

(Room Rates and availability after December 20<sup>th</sup> is NOT  
GUARANTEED)

**\$125.00 deposit required with reservation**  
(Reservation will not be processed without deposit)  
No deposit required with Voucher or Purchase Order

Name Mark LeBrun  
Street 405 Airport Rd NE  
City Pine City St MN Zip 55063  
Day Phone (320) 216-4200  
Arrive /Depart Dates: 1/21 to 1/24  
E-mail Address mark.lebrun@cc.piac.mn.us

**Used for CONFIRMATION - Please print clearly**  
Your email address will not be given to any other party for any purpose.  
Please check here if we may send you special Craguns offers

Special Craguns Offers  Yes Please  No Thanks

**SPECIAL REQUESTS**

(i.e. Room Accessibility, Service Animal, Dietary, etc.)

- Wheelchair Accessible  Limited Accessibility  
 Impaired Mobility  Impaired Vision  Hearing

Please Explain: \_\_\_\_\_

**INDICATE DEPOSIT METHOD OF PAYMENT**

- Voucher/Purchase order (Send with form)  
 Check (Send with form - Payable to Cragun's)  
 Credit Card (Card charged upon receipt of form)  
 Debit Card (Card charged upon receipt of form)

Upon check-in, the debit card will be charged for the remainder of your stay.

Visa, MasterCard, American Express, Discover cards accepted  
\$ \_\_\_\_\_ Deposit amount to be charged to:

Card # \_\_\_\_\_

Cardholder's Name: \_\_\_\_\_

**MAIL OR FAX FORM (No phone reservations)**  
Cragun's Resort & Hotel on Gull Lake  
11000 Craguns Drive, Brainerd, MN 56401  
Fax Number: (218) 825-1995  
Website: [www.craguns.com](http://www.craguns.com)  
Questions? Call (218) 825-2700 ext. 8400  
Or email [lbourassa@craguns.com](mailto:lbourassa@craguns.com)

**MN County Engineers Association  
January 21 – 24, 2014**

**THREE NIGHT PACKAGE INCLUDES:**

- Tuesday, Wednesday and Thursday nights lodging
- Meals: Reception and banquet Tuesday, breakfast, lunch and supper Wednesday and Thursday, breakfast and lunch on Friday.
- Recreation use
- MN sales tax & service charge

**Lakeview Fireplace Room:** Spacious room with one king or two queen beds, fireplace, refrigerator, microwave, coffeemaker, TV, in-house movies, balcony overlooks Gull Lake.

**INDICATE OCCUPANCY**

- \$623.00 Single Occupancy  
 \$455.70 Double Occupancy (per person)

**ONE-NIGHT PACKAGE INCLUDES:**

- Meals: Supper on day of arrival and breakfast and lunch on day of departure
- MN sales tax & service charge

**INDICATE WHICH NIGHTS & OCCUPANCY**

- Tuesday  Wednesday  Thursday  
 \$207.67 Single Occupancy  
 \$151.90 Double Occupancy (per person)

**\*\* Three-night package receives priority lodging\*\***

All Rooms are Non-Smoking - \$300.00 charge for smoking in a non-smoking room. Any additional cleaning or damage to rooms will be Charged accordingly.

**ROOMMATE(S)**

**EACH PERSON MUST COMPLETE A SEPARATE RESERVATION FORM**

List name of the roommate(s) you are selecting:  
\_\_\_\_\_  
\_\_\_\_\_

If you are selecting roommates, reservation forms must be mailed or faxed together. If not received together, Cragun's will place you in a room at the single occupancy rate.  
For safety and security reasons, Cragun's will not assign

**EARLY ARRIVAL ADDITIONAL MEAL**

For early arrivals who wish to have Tuesday Lunch, which is not included in the package, check below:

Tuesday Lunch ..... \$16.29  
Service charge and sales tax included. Will be charged to your room.

I am a new engineer

**MEETINGS ONLY/NO LODGING**

I will not be staying overnight but attending activities on the following day(s):

Tuesday  Wednesday  Thursday

Facility usage fee is \$16 per day, service charge and sales tax included. No meals included

I will require the following meals:

- Tuesday Lunch \$16.29  
 Tuesday Banquet \$38.00  
 Wednesday Lunch \$16.29  
 Wednesday Supper \$33.80  
 Thursday Lunch \$16.29  
 Thursday Supper \$33.80  
 Friday Lunch \$16.29

Rates include tax and service charge.

Entire prepayment must accompany form.

Complete 1 Form Per Person or Couple.  
Make A Copy Of This Form For Your Records.

**Cancellation/Refund/No Show Policy:**

1. Less than 30 days prior to arrival – No Deposit Refund
2. At 30 days or more prior to arrival – Refund less \$40 processing fee
3. No show (arrival night) – No Deposit Refund (Room will be held until 12 noon the following day)
4. When using a Voucher or Purchase Order Cancellation/Refund/No Show Policy will apply

\*After day of check in selected on this form, you are responsible for all dates selected.

MZ/JW/9704

**CRAGUN'S HAS A NO PET POLICY  
PRIOR NOTIFICATION OF  
CERTIFIED SERVICE ANIMALS REQUIRED**

**PINE COUNTY REQUEST FOR BOARD ACTION**

<p>Requested Board Date:</p> <p><b>December 17, 2013</b></p>	<p><u>Consent Agenda</u> (Please Circle)</p> <p>Regular Agenda</p> <p>Estimated Time: (Please Circle)</p> <p>10 Min. 15 Min.</p> <p>Time needed</p> <p>30 Min. 45 Min. 1 hour</p>
<p>Department Requesting Action:</p> <p><b>HHS</b></p>	<p></p> <p>12/5/13</p> <p>Department Head Signature Date</p>
<p>Item for Discussion: (one form per item)</p> <p><b>Request approval for Donna Olsen, Office Support Specialist to attend "Getting Started Training/Child Support" in St Paul December 10-12, 2013</b></p> <p>Registration: \$0</p> <p>Meals: \$80.00</p> <p>Accommodations: \$280.00</p> <p>Travel: \$99.44</p> <p><b>(Payment Source: Child Support Staff Development)</b></p> <p>Board Action Requested: (Attach additional pages if needed)</p> <p><b>Approval</b></p> <p>Supporting Documents: <u>Attached</u> None</p>	

## Course Description

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This course provides new child support staff with:

- PRISM basics including PRISM navigation, case function, person search, employer and address changes, document generation, locate, worklists and activities, and an overview of court order and payment screens
- information on the Recognition of Parentage
- Child Support Secure Web Mail
- eMILO (Minnesota Information Library Online), and SIR MILO, including how to search on these resources

Getting Started is a prerequisite to the new worker basics classes. If a worker has been in the county for at least 3-4 weeks, attendance at the Getting Started class is not required if the material is covered at the county prior to registration in any other basic class. Counties must make sure new workers have all the information in this class before sending a new worker to the basics classes.

Scheduling: CSED offers this class every other month in St. Paul, with classes usually beginning the first Tuesday of even numbered months, and can offer it regionally on request if there is sufficient interest. To request a class, complete a Support and Training Request form in the DHS-SIR website. There is also a link to this form on the home page of this learning center. Be sure to give the name of the class you want to attend, and your preferred location for the class. We will contact you for additional information when we receive your request.



**Course Description | Prerequisites | Target Audience**

**Class Data**

**Course Code: CSE110**

**Class Name: GETTING STARTED**

**Location: MN DEPARTMENT OF HUMAN SERVICES/LAFAYETTE**

**Room: TRAINING LAB 1236**

**Street Address: 444 LAFAYETTE RD N**

**City: ST PAUL**

**Start Date: 12/10/2013**

**Start Time: 08:30 AM**

**End Date: 12/12/2013**

**End Time: 04:00 PM**

**PINE COUNTY REQUEST FOR BOARD ACTION**

<p>Requested Board Date:</p> <p><b>December 17, 2013</b></p>	<p><u>Consent Agenda</u> (Please Circle)</p> <p>Regular Agenda          Estimated Time: (Please Circle)          _____ 10 Min. 15 Min.          Time needed          30 Min. 45 Min. 1 hour</p>
<p>Department Requesting Action:</p> <p><b>HHS</b></p>	<p> 12/5/13          Department Head Signature Date</p>
<p>Item for Discussion: (one form per item)</p> <p><b><i>Request approval for Patrick Bruflat, Director to attend "MN Association of County Social Service Administrators (MACSSA) Monthly Committee and General Membership Meetings" in St Paul – 2014 Schedule</i></b></p> <p>Registration: \$0          Meals: Included with hotel costs          Accommodations: \$99.00 plus tax each mo x 10 months          Travel: \$79.10 each trip x 10 trips</p> <p><b><i>(Payment Source: HHS Staff Development)</i></b></p> <p>Board Action Requested: (Attach additional pages if needed)  <b><i>Approval</i></b></p> <p>Supporting Documents: <u>Attached</u> None</p>	

## 2014 MACSSA Meeting Dates

Wednesday Committee Meetings (see below for committees, times, and locations)	Thursday General Meetings (9:00-12:00, Holiday Inn East, St. Paul)
January 22	January 23
February 26	February 27
March 26	March 27
April 23	April 24
None	June 26-ITV only
July 23	July 24
August 27	August 28
September 17	September 18
November 5	November 6
December 3	December 4

**MACSSA Committees meet at the following times on the Wednesday dates above, unless otherwise noted:**

Committee	Chair	Meeting Time	Room
Adult Services	Deb Sjostrom, Otter Tail Nancy Dahlin, Chisago	8:30 – 10:10	Holiday Inn East, St. Paul
Children's Social Services	Stacy Hennen, Grant	8:30-10:10	Holiday Inn East, St. Paul
Health Care Programs	Stephanie Radtke, Dakota	12:30-2:00	Holiday Inn East, St. Paul
Self-Sufficiency	Heidi Welsch, Olmsted & Liz Dodge, Chisago	10:20 – 12:00	Holiday Inn East, St. Paul
Child Support	Rhonda Antrim, Traverse Brad Thiel, Anoka	10:20-12:00	DHS: Rm 5242, Lafayette Bldg
SSIS Partnership	Gary Sprynczynatyk, McLeod	10:30 – 12:00	DHS – 444 Lafayette Bldg.
Early Childhood Care & Education	Ruth Krueger, Dakota	10:00-12:00 (3 <sup>rd</sup> Wednesday of the month)	AMC Minnesota Room
Technology	Gary Bork, Carver Brad Void, Morrison	12:30 – 2:00	Holiday Inn East, St. Paul
Tribal Issues Committee	Tom Burke, Aitkin	As needed	TBD
Policy Committee	Dan Papin, Washington & Jay Kieft, Wright	10:30-12:00	Holiday Inn East, St. Paul
Legislative Committee	Kelly Harder, Dakota & Judith Brumfield, Scott	2:00-3:30	Holiday Inn East, St. Paul
Executive Committee	Jay Kieft, Wright	3:30-5:00	Holiday Inn East, St. Paul

The Minnesota Association of County Social Service Administrators is a statewide association made up of county public social service directors or other administrative designees. The Association has been in existence since 1946 and is representative of all 87 Minnesota counties.

**Vision:**

- People will be safe and healthy.
- People will live as independently as possible.
- People will be able to support themselves and their families.

**Mission:**

- To promote and integrate a proactive, adequately funded, cost-effective, and community based human service system that improves the health and well-being of families, children and adults.

**Guiding Principles for the Association relative to Human Services:**

- There must be mutual respect for the roles and responsibilities of government at all levels, and all parties must interact as equal partners. Counties must work collaboratively with all partners to expand, develop, and strengthen relationships.
- Counties must build on existing successes and work to direct state and local resources for mutually agreed upon priorities.
- Counties must provide leadership that will empower communities to determine the best means of achieving desired outcomes.
- Counties must be results-oriented with shared responsibility and accountability for use and coordination of available resources at all levels.
- Counties must continue to be consumer-focused and accountable, as well as supportive of consumer-directed care programs

**PINE COUNTY REQUEST FOR BOARD ACTION**

Requested Board Date:  December 17, 2013	Consent Agenda <i>(Please Circle)</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>Land Services</u></b>	 _____ Department Head Signature      12/10/13 Date

*Consider attendance by Tamara Tricas, County Recorder to the Minnesota Association of County Officers Winter Conference in Bloomington, January 14 & January 16. Cost of the conference is \$185. All expenses are within the 2013 Recorder budget.*

**Board Action Requested:** (Attach additional pages if needed)  
*Approve Attendance by Tamara Tricas to the association conference.*

Supporting Documents: Attached  None

**PINE COUNTY PERSONNEL COMMITTEE**

**Minutes**

**December 12, 2013**

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

**Pine County Courthouse**

**Pine City, MN**

**Members: Commissioner Chaffee**

**Commissioner Rossow**

**Alternate: Commissioner Hallan**

1. The meeting was called to order at 9:00 a.m.
2. Approve Agenda
  - a. Agenda addition – Approve 3% performance increase for Jail Administrator Rick Boland.  
Commissioner Chaffee motioned to approve the amended agenda, Commissioner Rossow seconded. Motion carried 2-0.
3. Minutes from November 12, 2013 Personnel Meeting were approved.
4. Sheriff
  - a. Sherriff Cole performance increase request.  
Commissioner Rossow motioned to recommend the 1.5% COLA with no performance increase. Commissioner Chaffee seconded. Motion carried 2-0.
  - b. Chief Deputy Blackwell, Office Manager Denise Baran and Jail Administrator Rick Boland 3% performance increase request. Sheriff Cole presented information on non-union staffing within the PCSO. Discussion was held on current wage levels within Pine County.  
Commissioner Rossow motioned to recommend the 1.5% COLA for each employee with no performance increase. Commissioner Chaffee seconded. Motion carried 2-0.
  - c. Approve the hiring of Tim Vaagenes as a full time Deputy, step 1 \$20.27/hour, effective December 29, 2013.  
Commissioner Chaffee motioned to recommend for approval, Commissioner Rossow seconded. Motion carried 2-0.
  - d. Approve backfill of the vacancy created by full time Corrections Officer Tim Vaagenes FT Deputy hire. Jail Administrator Rick Boland presented information on current jail staffing.  
Commissioner Chaffee motioned to recommend for approval, Commissioner Rossow seconded. Motion carried 2-0.

- e. Accept and acknowledge the promotion of Ellena Veldhouse to full time Dispatcher, effective December 15, 2013.

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

5. HHS

- a. Request to have a temporary worker fill in for Lori Anderson, Case Aide.

HHS Direct, Patrick Bruflat presented information on staffing issues within the HHS department and the possibility of temporary staffing. Patrick Bruflat stressed the importance of this temporary position due to the added MNSURE workload and current case loads. The current plan is for the temporary position to work no more than 3 days per week.

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

6. Administrator

- a. Approve a 1.5% performance increase for Debbie Gray, effective on her 1 year anniversary date of November 9, 2013. Committee motioned to recommend for approval. Motioned carried 2-0.

- b. Approve revised Supervisor PTO cash out policy. Discussion was held as to current Supervisor PTO cash out policy. Potential policy revisions were discussed. Policy language will be added to personnel policy.

Commissioner Chaffee motioned to recommend revised policy for approval, Commissioner Rossow seconded. Motion carried 2-0.

- c. Approve unpaid leave policy. Discussion was held as to current unpaid leave policies. Committee recommended for approval. Motion carried 2-0.

7. Other

8. Meeting was adjourned at 10:18 a.m.

# PTO CASH OUT REQUEST FORM

**DRAFT**

**Directions:** Management staff (all Department Heads and Supervisors C41 and above) use this form for cashing out available PTO hours. Management staff with a minimum accrued PTO of three hundred twenty (320) hours may cash out eighty (80) hours of PTO in conjunction with using eighty (80) hours of PTO within the current year in 40 hour consecutive increments. Fill out the form completely and forward to the Payroll Office.

The form must be submitted no later than **seven** (7) working days prior to the end of the 80 hour PTO usage.

The PTO cash out will be paid the first pay date following the end of the 80 hours of PTO usage.

## Employee:

**EMPLOYEE NAME:** \_\_\_\_\_  
(Please PRINT)

**EMPLOYEE #:** \_\_\_\_\_ **Department name:** \_\_\_\_\_

I request cash out of 80 hours of available PTO hours.

PTO will be used from \_\_\_\_\_ to \_\_\_\_\_,  
which will occur within the current year.

I have in excess of three hundred twenty (320) hours of available PTO.

**Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Payroll use only:

Balance of available PTO prior to cash out..... \_\_\_\_\_ hours.

Paid cash out of 80 PTO hours on \_\_\_\_\_ (pay date – regular payroll)

Payroll Initials \_\_\_\_\_

## Reference:

Personnel Policy 4/19/2011

Sample Unpaid Leave Policy Language for December 12 Personnel Committee

**DRAFT**

Employees on unpaid leave other than that provided under Family and Medical Leave Act of 1993, are eligible to participate in the county's group health insurance and life insurance programs provided:

- The employee is a participant in the program prior to the leave.
- The employee pays the full cost of the premium.
- The participation is requested in a timely manner, recommended by the Personnel Committee and approved by County Board if it is determined to be in the best interest of the county.

Once an employee returns to employment, the County's payment of premiums shall resume as provided by the current county policy or labor agreement.



**PINE COUNTY REQUEST FOR BOARD ACTION**

Requested Board Date:  December 17, 2013	Consent Agenda <i>(Please Circle)</i>  Regular Agenda Estimated Time: <i>(Please Circle)</i> 10 Min.    15 Min. <hr style="width: 10%; margin-left: 0;"/> Time needed 30 Min.    45 Min.    1 hour
Department: <b>Administrator's</b>	Date: December 9, 2013

<p>Annual report by Essentia Health President/Administrator Michael Hedrix, Essentia Health Director of Ambulance Services Joe Newton.</p> <p>The County entered into an Ambulance Service Lease Agreement with Pine Medical Center (nka Essentia Health) dated May 20, 2003 to provide ambulance service. This report is made according to Section 7.5 <u>Reports and Meetings with Lessor</u> of the agreement.</p> <p><b>Board Action Requested:</b> (Attach additional pages if needed)</p> <p align="right">Supporting Documents:    Attached    None</p> <p>Signature:</p>
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# RatingsDirect®

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## Summary:

# Pine County, Minnesota; Appropriations; General Obligation; Non-School State Programs

### Primary Credit Analyst:

Antionette E Maxwell, Chicago (1) 312-233-7016; antionette.maxwell@standardandpoors.com

### Secondary Contact:

Jennifer Boyd, Chicago (1) 312-233-7040; jennifer.boyd@standardandpoors.com

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Rationale

Outlook

Related Criteria And Research

## Summary:

# Pine County, Minnesota; Appropriations; General Obligation; Non-School State Programs

*(Editor's Note: The raised rating was misstated in the text of the original version of this article, published Nov. 25, 2013. A corrected version follows.)*

## Credit Profile

Pine Cnty Hsg & Redev Auth, Minnesota

Pine Cnty, Minnesota

Pine Cnty Hsg & Redev Auth pub proj rev bnds (Pine Cnty) ser 2005A

Long Term Rating

AA-/Stable

Upgraded

## Rationale

Standard & Poor's Ratings Services raised its rating on Pine County, Minn.'s general obligation (GO) bonds to 'AA-' from 'A-' based on our recently released local GO criteria combined with the county's improved financial position. At the same, Standard & Poor's affirmed its 'AA+' enhanced rating reflecting our view of the district's eligibility for, and participation in, the Minnesota County Credit Enhancement program, which provides the security of a standing appropriation from Minnesota's general fund in the event of a county debt payment default. The outlook on all ratings is stable.

A pledge of the county's full faith credit and resources and an agreement to levy ad valorem property taxes without limitation as to rate or amount secure these bonds.

The rating reflects our assessment of the following factors for the county.

- The economy is weak in our view, with projected per capita effective buying income at 79% of the U.S. and per capita market value of \$87,498. In our view, the county does not have access to a broad and diverse economy, but is roughly an hour north of the Minneapolis-St. Paul area. Officials have indicated that some residents travel to the Twin Cities for employment opportunities. Although the county has a limited local economy, in our view, it is stable, and the county is experiencing commercial and residential growth. The county unemployment rate for calendar year 2012 was below 10%.
- Budgetary flexibility is strong in our view with general fund reserves at 6.9% of expenditures and no plans to significantly spend them down. Audited fiscal 2012 reserves were \$932,000. As additional liquidity, county officials have indicated that they have access to \$1 million of the road and bridge fund for general fund operations without having to repay it, with the board's approval.
- The county has adequate budgetary performance overall, in our view, with a surplus of 3.2% for the general fund in fiscal 2012 but a slight deficit of 1.4% of total governmental funds. The county's financial position has improved as a result of prudent spending practices following negative fund balances in 2009. The county is projecting a general fund and total governmental fund surplus for fiscal 2013 (ending Dec. 31). The county receives and budgets conservatively for county program aid (CPA) from the state. They are expecting the CPA to increase in 2014.

- The county has very strong liquidity, with total government available cash at 17.7% of total governmental fund expenditures and more than 100% of debt service. We believe the city has strong access to external liquidity.
- The county has adequate management conditions in our view, with standard financial practices.
- The debt and contingent liabilities profile is strong, with total governmental fund debt service at 6.3% of total governmental fund expenditures, and with net direct debt at 74% of total governmental fund revenue, which is not slated to rise. The county may issue refunding debt in the near term.
- The county participates in the Public Employees Retirement Assn. of Minnesota (PERA). PERA administers the General Employees Retirement Fund, the Public Employees Police and Fire Fund, and the Local Government Correctional Service Retirement Fund, called the Public Employees Correctional Fund. It has contributed 100% of the annual required contribution (ARC) in each of the past three years. The county provides health and dental insurance benefits to certain qualified retired employees. The combined ARC pension costs and other postemployment benefit pay-as you-go costs for fiscal 2012 were less than 10% of expenditures, and we do not anticipate that these costs will increase substantially in the near term.
- We consider the Institutional Framework score for Minnesota counties as adequate. See Institutional Framework score for Minnesota.

## Outlook

The stable outlook reflects our view of the county's improved financial performance. We do not expect to revise the rating in the next two years because we believe the city will maintain very strong liquidity and strong budgetary performance.

The stable outlook on the enhanced rating reflects that of Minnesota's GO debt rating.

## Related Criteria And Research

### Related Criteria

USPF Criteria: Local Government GO Ratings Methodology And Assumptions, Sept. 12, 2013

### Related Research

- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Institutional Framework Overview: Minnesota Local Governments

### Ratings Detail (As Of December 3, 2013)

Pine Cnty GO (AGM)	AA-(SPUR)/Stable	Upgraded
Unenhanced Rating		
<b>Pine Cnty GO</b>	AA+(SPUR)/Stable	Affirmed
Unenhanced Rating		
Many issues are enhanced by bond insurance.		

Complete ratings information is available to subscribers of RatingsDirect at [www.globalcreditportal.com](http://www.globalcreditportal.com). All ratings affected by this rating action can be found on Standard & Poor's public Web site at [www.standardandpoors.com](http://www.standardandpoors.com). Use

*Summary: Pine County, Minnesota; Appropriations; General Obligation; Non-School State Programs*

the Ratings search box located in the left column.

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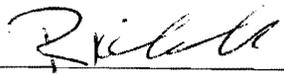
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## PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date:  December 17, 2013	Consent Agenda <i>(Please choose)</i>  <u>Regular Agenda</u> ) Estimated Time: <i>(Please Circle)</i> 10 Min.    15 Min. <small>Time needed</small> 30 Min.    45 Min.    1 hour
Department requesting action:  <u>Sheriff</u>	<div style="text-align: right;">  </div> <div style="display: flex; justify-content: space-between;"> <span>Department Head Signature</span> <span>12-2-2013 Date</span> </div>

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

Over the past several months the Pine County Sheriff's Office has discussed the issue of school safety with our school district superintendents.

In July, 2013, the PCSO received a request for a half-time School Resource Officer from the Hinckley / Finlayson School District for the 2013/2014 school year. This requires board approval of a "Fee for Service" SRO contract between the School District and Pine County.

The proposed agreement would be similar to the contract in affect with the Pine City School District which will continue into the new school year. The Pine City District agreement provides a deputy four (4) hours each day school is in session. The other four (4) hours are used to augment county wide police service during the day shift as students create a large number of police calls off campus during the day.

During the summer months the deputy is used to augment general patrol. This strategy has proven successful in the Pine City District.

- The PCSO believes that the Districts request can be met within our authorized strength.
- The 2013-2014 school years requires 151 days of dedicated SRO service (4 hours per day), for a remuneration of approximately \$19,000 to \$21,000.00.
- The net effect to the 2013 budget is a reimbursement of approximately \$9,472.00 to the general fund.
- The net effect to the 2014 budget is a reimbursement of approximately \$9,856.00 to the general fund.
- The estimated reimbursement represents approximately 30% of the total personnel cost of a mid range Deputy (\$24.00 per hour + \$8.00 per hour for benefits).

The PCSO requests approval to establish a contract with the Hinckley/Finlayson School District.

AGREEMENT is made this the 11<sup>th</sup> day of November, 2013 by and between the

HINCKLEY/FINLAYSON SCHOOL DISTRICT and PINE COUNTY AND THE PINE COUNTY SHERIFF'S OFFICE as follows:

WITNESSETH:

**WHEREAS** the HINCKLEY/FINLAYSON SCHOOL DISTRICT (the DISTRICT) agrees to purchase from the PINE COUNTY SHERIFF'S OFFICE (the PCSO) and the PCSO agrees to provide for the DISTRICT and to manage a School Resource Officer (SRO) Program in the DISTRICT consisting of one half time School Resource Officer, their vehicles, supplies and equipment and the DISTRICT agrees to reimburse the PCSO for its expenses in providing the said SRO Program; and

**WHEREAS** the DISTRICT and the PCSO desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SRO in the DISTRICT;

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**Goals and Objectives** - It is understood and agreed that the DISTRICT and PCSO share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the schools:

**1.1** To foster educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies;

**1.2** To encourage SROs to attend extra-curricular activities held at schools, when possible, such as PTA meetings, athletic events and concerts;

**1.3** To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots;

1.4 To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school;

1.5 To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus;

1.6 To encourage SROs to provide traffic control at schools when deemed necessary for the safety and protection of students and the general public when the regular patrol officer/deputy is not available.

### **Employment and Assignment of School Resource Officers**

2.1 PCSO agrees to employ one half -time School Resource Officer (SROs) during the term of this agreement. The SRO shall be employees of the PCSO and shall be subject to the administration, supervision and control of the PCSO, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.

2.2 The PCSO agrees to provide and to pay the SROs' salary and employment benefits in accordance with the applicable salary schedules and employment practices of Pine County and the applicable labor agreement, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. The SRO shall be subject to all other personnel policies and practices of the PCSO except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

2.3 The PCSO, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. The PCSO will attempt to include the District in the selection process of the assigned SRO. The PCSO shall hold the DISTRICT free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SROs.

2.5 In the event the SRO is absent from work, the SRO shall notify both the PCSO and the principal of the High School to which the SRO is assigned.

### **3.0 Hours**

**3.1** The maximum number of hours that a SRO officer shall be on duty within the District's Schools in a work week shall be 20 hours. Specific SRO duty hours at a particular school shall be set by mutual agreement between the District, High School Principal and the PCSO.

**3.2** Generally the SRO shall be on duty within the DISTRICT during the school day, Monday thru Friday.

**3.3** It is understood and agreed that time spent by SROs attending court juvenile and/or criminal cases arising from and/or out their employment as an SRO shall be considered as hours worked under this Agreement.

**3.4** In the event of an emergency one or more SROs are ordered by the COUNTY SHERIFF to leave their school duty station during normal duty hours as described above and to perform other services for the COUNTY SHERIFF, the time spent shall not be considered hours worked under this agreement.

**4.0 Basic Qualifications of School Resource Officers (SROs)** – To be a SRO, an officer must first meet all of the following basic qualifications:

**4.1** Shall be a licensed peace officer and should have two years of law enforcement experience;

**4.2** Shall possess a sufficient knowledge of the applicable Federal and State laws, City and County ordinances, and District polices and regulations;

**4.3** Shall be capable of conducting criminal investigations;

**4.4** Shall possess even temperament and set a good example for students;

**4.5** Shall possess communication skills that would enable the officer to function effectively within the school environment.

## **5.0 Duties of School Resource Officers**

**5.1** To protect lives and property;

**5.2** To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of District Policies and Administrative Regulations regarding student conduct;

**5.3** To investigate criminal activity committed on or adjacent to school property;

**5.4** To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student;

**5.5** To answer questions and conduct classroom presentations for students in the law related education field;

**5.6** To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;

**5.7** To provide security for special school events or functions, such as sporting events, at the request of the principal; and

**5.8** To monitor traffic during the arrival and departure of students on an as needed basis. Need is based upon law enforcement determination of actual need.

## **6.0 Chain of Command**

**6.1** As employees of the PINE COUNTY SHERIFF'S OFFICE, SROs shall follow the chain of command as set forth in the PINE COUNTY SHERIFF'S OFFICE Policies and Procedure Manual.

**6.2** In the performance of their duties, SROs shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned.

## **7.0 Training/Briefing**

**7.1** All SROs are required by to attend required PINE COUNTY SHERIFF'S OFFICE training and meetings.

7.2 Training will be conducted to provide SROs with appropriate in-service training such as updates in the law, in-service firearm training, and in-service stun-gun training. The DISTRICT also may provide training in, regulations and procedures.

**8.0 Dress Code - SROS shall be required to wear a departmental uniform.**

**9.0 Supplies and Equipment** - The PCSO agrees to provide each SRO with the following equipment:

9.1 Motor vehicles. The PCSO shall make available standard patrol vehicle for each SRO. In addition, the PCSO agrees to:

9.11 Maintain the vehicle used by the SROs;

9.12 Pay for gasoline, oil, replacement tires and other expenses associated with the operation of the said vehicles; and

9.13 Purchase and maintain comprehensive general auto liability insurance on the said vehicle.

9.2 Weapons and ammunition. The PCSO agrees to provide the standard issue weapons and ammunition in accordance with PCSO policy.

9.3 Office Supplies. The District agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of their duties. In addition, each SRO shall be provided a private office within the school accessible by the students. Each SRO shall also be provided a computer, printer and access to a private fax machine.

## **10.0 Transporting Students**

10.1 It is agreed that SROs shall not transport students in their vehicles except:

10.11 When the students are victims of a crime, under arrest, or some other emergency circumstances exist;

10.12 When students are suspended and sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick-up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on

campus is a threat to the safety and welfare of other students and school personnel, as determined by the school resource officer or his/her supervisor.

**10.2** If circumstances require that the SRO transport a student, then the District must provide a school official or employee of the same gender of the student to be transported to accompany the officer in the vehicle.

**10.3** If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the District shall provide transportation for the student and the SRO may accompany a school official while transporting a student.

**10.5** SROs shall notify the school principal before removing a student from campus.

**11.0 Investigation, Interrogation, Search and Arrest Procedures** - The standard operating procedures (SOP) for the investigation of crimes and interrogation, search and arrest of students are as follows:

**11.1** Interrogation Procedures. In the event a serious crime (as defined below) is committed at school or at a school activity, the principal or assistant principal with the assistance of the SRO should:

**11.11** Question any witnesses to determine that a crime was committed and who committed the crime. The SRO shall have the general authority to question or interrogate any student at school who may have information about criminal misconduct or the violation of the conduct policies of the DISTRICT. As a general rule, the interrogation should be conducted in cooperation with and in the presence of a school official but when immediate action is necessary or in an emergency situation, the SRO may interrogate a student without the presence of a school official.

**11.12** Question the person suspected of committing the crime. As a general rule, the suspect should not be arrested or placed "in custody" during the initial interview or interrogation. The suspect shall be informed generally of the purpose of the investigation and given an opportunity to present informally his/her knowledge of the facts. If the suspect wishes to invoke Miranda rights questioning will end.

**11.13** If a student is detained, placed in custody or arrested, the student must be advised (Miranda) prior to further questioning by a SRO:

**11.131** That he/she has the right to remain silent;

**11.132** That anything he/she says can be used against him/her in a court of law;

**11.133** That he/she may, upon particular circumstances, have a parent, guardian or custodian present during questioning;

**11.134** That he/she has a right to talk with an attorney before you ask any questions and he/she has a right to have his/her attorney present with him/her during questioning;

**11.135** That if he/she cannot afford to hire an attorney, one will be appointed for him/her by the court before any questioning if he/she wishes; and

**11.136** That if he/she decides to answer now without an attorney present, he/she will still have the right to stop answering questions at any time. He/she also has the right to stop answering questions at any time until he/she talks to a lawyer.

**11.137** A parent need not be present in order for the juvenile to waive his/her *Miranda* rights. *See In re Welfare of L.R.B.*, 373 N.W.2d 334 (Minn. App. 1985). To determine whether the juvenile has the capacity to understand the nature of his/her Fifth Amendment rights and the consequences of waiving those rights, the SRO should evaluate the juvenile's age, maturity, intelligence, education, and experience. *In Re Welfare of M.E.P.*, 523 N.W.2d 913 (Minn. 1994), *review denied* Mar. 1, 1995.

## **11.2 Search Procedures**

**11.21** If the school official has reasonable suspicion for suspecting that a search of a student or a student's possessions will uncover evidence that the student has violated or is violating either the law or the rules of the school, the school official may search the student and the student's pockets, pocketbook, book bag, desk, locker, vehicle or any other similar location within the student's control. When requested by school officials, the SRO shall assist with the search in order to protect the safety of all persons involved in the search. If the search uncovers evidence of criminal misconduct, the evidence may be held for or turned over to the SRO.

**11.22** Strip Searches will be conducted by the SRO, and only in incidents involving emergency exigent circumstances involving dangerous weapons, or pursuant to a search warrant, or during a custodial arrest and pursuant to Sheriff's Office policy.

**11.3** Reporting of Serious Crimes - If the investigation uncovers evidence of a serious crime as defined in STATUTE and DISTRICT administrative regulations, the school official shall notify the SRO, the student's parent/guardian and the appropriate school personnel.

## **11.4 Arrest Procedures - School Related Crimes**

**11.41** Juveniles. When a SRO arrests or takes a juvenile into custody, he/she shall select the least restrictive of the following courses of action which is appropriate under the circumstances and meets the immediate needs of the juvenile and the school:

**11.411** Divert the juvenile from court by:

**11.4111** Release

**11.4112** Counsel and release

**11.4113** Release into the custody of the juvenile's parent, guardian or custodian

**11.4114** Referral to Health and Human Services

**11.412** Attempt to bring juvenile before the juvenile court

**11.4121** Seek a juvenile petition

**11.4122** Seek a juvenile petition and request a custody order

**11.4123** Immediately take the juvenile into custody as required by law.

**11.413** Attempt to bring the juvenile before the court for the purposes of involuntary commitment.

**11.42** Student over 16 years of age. When a SRO arrests or takes a person over the age of 16 into custody, he/she shall select the course of action which is appropriate under the circumstances and meets the immediate needs of the school.

**11.43** If circumstances permit, the SRO and principal shall mutually agree upon a time during the school day for the removal of the student from the school. The student shall be called to the office by the principal at that time.

**11.44** If the school initiated the arrest of the student, the principal or his designee shall be responsible for notifying the student's parents or guardians. Such notification by a school official shall be made as soon as possible, preferably prior to the actual removal of the student from campus.

**11.45** If the SRO initiated the arrest, the SRO shall contact the student's parent as soon as practicable after the arrest of a student and shall notify the parent/guardian of the reason(s) for the arrest.

**11.5 Arrest Procedures** - Crimes Committed off Campus. Crimes committed at school bus stops or while students walking to and from school.

**11.51** School officials generally do not have the legal authority or jurisdiction to discipline students or others for criminal misconduct or juvenile offenses which occur at school bus stops or on public streets as students walk to and from school unless such criminal misconduct or juvenile offense is the direct result of or a continuation of misconduct which occurred at school.

**11.52** Law enforcement officials are responsible for enforcing the law on public streets, including at school bus stops. Therefore, the SRO shall assist school officials and coordinate with the appropriate local law enforcement agency the investigation of crimes that occur at bus stops and while students are walking to and from school.

## **11.6 Investigation and Arrest Procedures - Other Crimes Committed off Campus.**

### **11.61 Investigations Involving Students under the age of 14**

**11.612** If law enforcement officials are having difficulty locating a student off campus, determine that time is of the essence or for some other reason deems it necessary to interview a student under age 14 at school during school hours:

**11.6121** The officer shall contact the school principal and/or SRO in advance and state the reason(s) to conduct an interview of a student at the school;

**11.6122** The investigating officer or SRO shall notify the student's parent or guardian of the officer's desire to interview or interrogate the student at school;

**11.6123** Normally, students under 14 years of age will not be questioned at the school without notice to and the consent of the parent or guardian;

**11.6125** The officer, principal and parent (if the parent wants to attend the interview or interrogation) should mutually agree on a convenient time during the school day to conduct the investigation;

**11.6126** As a general rule, school officials should not be present during the interview of the student. However, at the request of a parent or guardian, a school official may be present when a student is interviewed.

### **11.62 Investigations Involving Students 14 Years of Age or Older**

**11.621** SROs and other law enforcement officials may interview and interrogate students 14 years of age or older (suspects or witnesses) at school during school hours.

**11.622** The SRO or investigating officer should contact the school principal in advance and inform him/her of the reason(s) to conduct an investigation within the school;

**11.623** The SRO or investigating officer and the principal shall mutually agree on a convenient time during the school day to conduct the investigation;

**11.624** The SRO or investigating officer shall make a reasonable effort to notify the students' parents or guardians and to offer them the opportunity to be present during the interrogation.

**11.625** Parental consent is not required to interview a witness and the presence of the student's parent, guardian or attorney is not required to interrogate a suspect.

**11.626** As a general rule, school officials should not be present during the investigation. However, at the request of a student, SRO or investigating officer, a school official may be present during the questioning.

**12.0 Bomb Threats** - It is a misdemeanor/felony to give false information concerning the placement of a bomb in a school building. School officials, the SRO and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat (see DISTRICT Emergency Procedures Manual). In all cases, the principal shall report such incidents to the superintendent and to the SRO. In the absence of physical evidence, it is the DISTRICTS decision to evacuate the school.

### **13.0 Controlled Substances**

**13.1** School officials shall notify the SRO in all cases involving ALL possessions, sales or distribution of controlled substances at school or school activities.

**13.2** Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.

**13.3** If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO shall conduct an investigation in accordance with Sheriff's Office policy.

### **14.0 Riots and Civil Disorders**

**14.1** In the event a riot or civil disorder occurs on a middle or high school campus, the principal and the SRO shall discuss and agree upon a response to the situation.

**14.2** If, in the opinion of the principal and/or SRO, additional law enforcement personnel are needed to restore and/or maintain order, the SRO will contact the appropriate law enforcement agency and request that assistance. The principal or his designee also shall notify the Superintendent.

**14.4** The principal or his designee shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored.

**14.5** If deemed necessary by school and law enforcement officials, the media and the public may be restricted to an area off campus away from the disturbance until order is restored.

**14.6** The SRO or officer in charge shall consult with the principal about the need or decision to arrest and/or remove students and other persons from the campus. However, law enforcement officials shall have the authority to arrest and remove any person who commits a crime in their presence.

**14.7** The names of juveniles arrested or removed from campus should not be released to the news media.

**14.8** Students engaged in misconduct may be suspended immediately without a pre-suspension hearing but arrangements shall be made by the principal to provide an opportunity for the students to be heard within 24 hours of their suspension. See local Policy.

### **15.0 Access to Education Records**

**15.1** School officials shall allow SROs to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except in instances of consent, exigent emergency circumstances, pursuant to a search warrant.

**15.2** If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

**15.3** If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

### **16.0 Term of Agreement**

The term of this agreement is 1 year/s commencing on the 11<sup>th</sup> Nov and ending on the June 30<sup>th</sup>, 2014. The Agreement shall be renewed and extended annually for additional and successive one-year terms unless notice of non-renewal is given by either party, in writing, prior to June 15th of the initial or any succeeding term.

### **17.0 Consideration**

**17.1** For and in consideration of the PINE COUNTY SHERIFF'S OFFICE providing the SRO Program as described herein, the HINCKLEY/FINLAYSON SCHOOL DISTRICT agrees to reimburse the PINE COUNTY SHERIFF'S OFFICE for the actual hourly pay rate and benefits for the assigned SRO, as determined by a Finance Officer of the County, subject to the approval by the Board of County Commissioners.

**17.2** The said compensation shall be paid by the DISTRICT to the PINE COUNTY SHERIFF'S OFFICE pursuant to PCSO invoice quarterly.

### **18.0 Insurance and Indemnification**

**18.1** The PINE COUNTY SHERIFF'S OFFICE shall purchase and maintain in full force and effect during the term of this agreement a general comprehensive liability insurance policy with coverage in an amount of not less than One million dollars (\$1,000,000) for any acts or omissions that occur or claims that are made during the term of the agreement.

18.2 The PINE COUNTY SHERIFF'S OFFICE agrees to hold the DISTRICT its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO officers or the SRO Program.

**19.0 Evaluation**

It is mutually agreed that the DISTRICT shall evaluate annually the SRO Program and the performance of each SRO of forms developed jointly by the parties. It is further understood that the DISTRICT's evaluation of each officer is advisory only and that the PCSO retains the final authority to evaluate the performance of the SROs.

IN WITNESS WHEREOF, the parties hereto have caused this Operations Agreement to be executed the day and year first written above.

DISTRICT:

HINCKLEY/FINLAYSON SCHOOL DISTRICT

By: Bonnie J. Vudny

COUNTY:

BOARD OF COMMISSIONERS

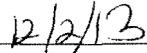
By: \_\_\_\_\_

COUNTY:

SHERIFF

By: [Signature]

**PINE COUNTY REQUEST FOR BOARD ACTION**

Requested Board Date:  December 17, 2013	Consent Agenda <i>(Please Circle)</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>Land Services</u></b>	 Department Head Signature <span style="float: right;">           Date       </span>

*Pine County contracts with Lakes and Pines, CAC to administer our Local Septic Fix-Up Grant which we initially received in 2012 and had an expiration date of June 30, 2014. We have been awarded an additional \$37,900 grant through December 31, 2016, thus our contract for administration also needs to be extended through December 31, 2016.*

**Board Action Requested:** (Attach additional pages if needed)  
*Authorize County Board Chair and Administrator to sign contract extension with Lakes and Pines, CAC.*

Supporting Documents: Attached None

**AMENDMENT NUMBER ONE  
TO THE  
CONTRACT AGREEMENT FOR ADMINISTRATION OF THE  
LOCAL SEPTIC FIX UP FUND  
BY AND BETWEEN THE PINE COUNTY, MINNESOTA  
AND LAKES & PINES C.A.C., INC.**

I.

On August 26, 2013, Pine County and Lakes and Pines Community Action Council, Inc., of Mora, entered into a contract for the provision of administrative services to the Local Septic Fix Up Fund Program.

II.

WHEREAS, the original contract for services between Pine County and Lakes and Pines is scheduled to end on December 31, 2014.

III.

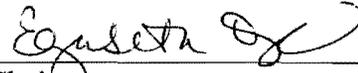
WHEREAS, the parties to the agreement have determined that it is in the interest of Pine County and Lakes and Pines to extend said agreement through December 31, 2016.

THEREFORE, IT IS AGREED that said contract between the parties is extended through December 31, 2016.

Pine County

Lakes and Pines C.A.C., Inc.

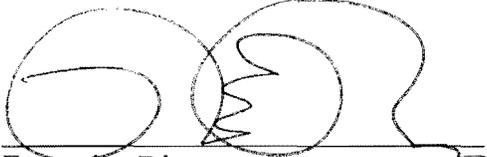
\_\_\_\_\_  
Board Chairperson – Stephan M. Hallan

  
\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Dated

11/18/13  
\_\_\_\_\_  
Dated

\_\_\_\_\_  
County Administrator – David J. Minke

  
\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Dated

11-21-13  
\_\_\_\_\_  
Dated

## PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date:  December 17, 2013	Consent Agenda <i>(Please Circle)</i>  Regular Agenda Estimated Time: <i>(Please Circle)</i> <div style="text-align: center;"> <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">10 Min.</span>    15 Min.                 </div> _____ Time needed 30 Min.    45 Min.    1 hour
Department Requesting Action:  <b><u>Land Services</u></b>	<div style="text-align: right; margin-bottom: 5px;"> </div> _____ Department Head Signature                      Date    12/10/13

*Pine County has contracted for the past five years with PHASE for recycling services throughout the county. PHASE currently picks up the recyclable materials from the 11 county-owned recycling sheds five days a week and prepares the materials for end-use market including preparing and arranging for the shipping to the end-use market. This contract is for an additional 5 years of service (January 1, 2014 through December 31, 2018) at the current compensation rate of \$9,000/month or \$108,000/year. This service is paid for using our SCORE funds (\$70,000) with the rest levy dollars.*

**Board Action Requested:** (Attach additional pages if needed)  
*Authorize County Board Chair and Administrator to sign contract with PHASE, Inc for recycling services.*

Supporting Documents: Attached None

PINE COUNTY  
RECYCLING PROGRAM CONTRACT

This Recycling Program Contract (“the Contract”) is made by and between Pine County (“the County”) and Pine Habilitation and Supported Employment, Inc. a/k/a PHASE (“the Recycler”), 106 Main, Sandstone, Minnesota 55072, a non-profit corporation.

WHEREAS, the County has the responsibility of providing recycling programs for the County to minimize the amount of waste which requires disposal in the sanitary landfill serving the County; and

WHEREAS, the County has located recycling sheds for the collection of source separated recyclable materials from waste generators throughout the County; and

WHEREAS, this Contract is made for the purpose of setting forth the terms and conditions under which the Recycler will collect, process, and market recyclable materials deposited into the County’s recycling sheds.

THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I. TERMS

This Contract shall commence January 1, 2014 and shall continue until December 31, 2018 unless earlier terminated pursuant to Article IX.I. The County and the Recycler agree that this Contract can be extended or renewed by mutual agreement.

## ARTICLE II. DEFINITIONS

- A. Processing and Marketing of Recyclable Materials is the process of physically preparing the recyclable materials, including hand separation of unacceptable materials, if necessary, to meet the end-use market specifications and shipping requirements, identifying and contracting with a market to accept the materials, and prepare and arrange for shipping the recyclable materials to the end-use market.
- B. Recycling Equipment is defined as the balers, conveyers, transport vehicles/trailers, floor scales bins, forklifts jack pallets, and material handling equipment necessary to process and market Recyclable Materials.
- C. Recycling Facility is the PHASE building located at 104 Main Street, Sandstone, MN 55072 for the operation of the recycling center.
- D. Recyclable Materials are defined as magazines, glass (green, brown, clear), bi-metal cans, tin cans, steel cans, aluminum cans, newspaper, office paper, corrugated cardboard and plastic bottles (#1 and #2) which are separated from the mixed municipal solid waste at the source of generation and deposited by the generator at the County's recycling sheds and bottle depositories.
- E. Recycling Sheds is defined as those which the County provides and maintains at various locations in the County which are now located as specified in Attachment A.

## ARTICLE III. REPRESENTATIONS

- A. Recycler Representations
  - 1. The Recycler is a non-profit corporation duly organized, validly existing and properly qualified to do business under the laws of Minnesota.

2. The Recycler has full power and authority to execute the Contract and such execution constitutes a binding legal obligation of the Recycler that is fully enforceable in accordance with its terms and conditions.
3. The execution of the Contract does not conflict with any other agreement, indenture or any other instrument to which the Recycler is a party.

B. County Representations

1. The execution of this Contract by the Chairman of the Pine County Board of Commissioners has been duly authorized and approved by the County, and no other authorizations, approvals, or consents are required in order for this Contract to constitute a binding and enforceable legal obligation of the County.
2. The execution of the Contract does not conflict with any other agreement, indenture or any other instrument to which the County is a party.

ARTICLE IV: COMPLIANCE WITH REGULATORY REQUIREMENTS

- A. The Recycler shall at all times operate its business of collecting, transporting and marketing of recyclable materials in compliance with all applicable local, state, and federal laws, rules, regulations and ordinances.
- B. The Recycler shall obtain and maintain all necessary licenses, permits and other authorizations required to provide the services identified in this Contract.

ARTICLE V: OPERATIONS

- A. The Recycler agrees to collect, process, recycle, and dispose of all recyclable materials and wastes from the County's recycling sheds consistent with this Contract and the Pine County Recycling Shed Collection Schedule made part of this Contract as Attachment 1.

- B. The Recycler shall be responsible for the costs associated with the maintenance and repair of the recycling equipment. The Recycler promises to locate and purchase suitable recycling equipment if needed. The Recycler shall exercise due care in its selection, inspection, and maintenance of the recycling equipment.
- C. The Recycler agrees to furnish all containers necessary for depositing and storing recyclable materials at the County's recycling sheds and containers for any additional sheds which are added to the program by mutual agreement of the parties.
- D. The Recycler agrees to deliver all recyclable materials to an end-use market, unless otherwise approved by the County.
- E. The Recycler agrees to provide an annual report to the County specifying: the pounds of recyclables collected and processed from all of Recycler's operations within the County no later than March 1 each year. This report shall list the quantities by weight and/or volume collected of each type of recyclable material (e.g., plastics, glass, paper, etc.), the price received, and the expenses incurred by the Recycler.
- F. The Recycler agrees to allow duly authorized representatives of the County access to the records maintained pursuant to Article V.E., for the purpose of verifying compliance with the terms and conditions of this Contract.
- G. The County shall maintain the existing recycling sheds. The County shall be responsible for the costs and labor of constructing and/or maintaining any new recycling sheds which are constructed by mutual agreement under this contract.

#### ARTICLE VI: PAYMENT PROCEDURES

During the term of this Agreement, the Recycler will be paid by the County on a monthly basis, beginning on the 10<sup>th</sup> day of January, 2014 and payable on the 10th day of each month thereafter, a fee of \$9,000.00 per month for providing the collection, processing, and marketing of

recyclable materials from the recycling sheds and other collection sites consistent with the collection schedule as stated on Attachment I.

## ARTICLE VII: DEFAULT AND REMEDIES

### A. Recycler Default

The following shall constitute defaults by the Recycler:

1. Failure to comply with all applicable laws, ordinances, rules and regulations relating to waste hauling and recycling;
2. Failure to maintain adequate records to verify the source, quantity and end-use of recyclable materials collected, processed, and marketed by the Recycler;
3. Failure to fulfill any of its material obligations under this Contract;
4. Transfer of any interest under this Contract, whether by subcontract, assignment or novation, without the approval of the County; and/or
5. Failure to collect recycling for two (2) weeks at recycling sheds.

### B. County Default

The following shall constitute a default by the County:

1. Failure to fulfill any of its material obligations under this Contract; and/or
2. Failure to pay, when due, any amounts required to be paid under this Contract.

### C. Notice of Default and Remedies

The Recycler and County agreed that in the case of a default, other than a payment default, under the terms of this Contract, the non-defaulting party shall provide notice of the default to the defaulting party in writing setting forth the specific default. The defaulting party shall cure the default within thirty (30) days following the giving of such notice. If the defaulting party fails to cure such default after such notice, the party giving the notice of

default shall have the right, in addition to rights or remedies available by law, to terminate this Contract for cause set forth in Article IX, I.2.

The Recycler and County agree that in the case of a payment default under the terms of this Contract, the Recycler shall provide notice of the default to the County in writing setting forth the specific default. The County shall cure the payment default within ten (10) days following the giving of such notice. If the County fails to cure such payment default after notice, the Recycler shall have the right, in addition to rights or remedies available by law, to terminate this Contract for cause as set forth in Article IX, I.2.

#### ARTICLE VIII: HOLD HARMLESS/INDEMNIFICATION, INSURANCE

##### A. Hold Harmless/Indemnification by Recycler

The Recycler shall defend, indemnify and hold harmless the State of Minnesota, political subdivisions of the State, and their officials, employees, and agents with respect to any claims, demands, actions, damages, costs, and expenses, including reasonable attorney fees, resulting from any act, error or omission of the Recycler, its officials, employees, agents, or subcontractors at any level. However, the Recycler shall not be responsible for acts, errors or omissions of the State of Minnesota, political subdivisions of the State, or their officials, employees, agents or other subcontractors.

The Recycler shall defend, indemnify and hold harmless the State of Minnesota, political subdivisions of the State, and their officials, employees and agents with respect to any claims, demands, actions, damages, costs and expenses, including any reasonable attorney fees, arising out of any pollution, environmental damage or adverse effects on the environment with respect to recyclable materials, after acceptance of the recyclable materials by, or while recyclable materials are in the

possession of the Recycler, its officials, employees, agents or subcontractors at any level. However, the Recycler shall not be responsible for the acts, errors or omissions of the State of Minnesota, political subdivisions of the State, or their officials, employees, agents of other subcontractors.

B. Hold Harmless/Indemnification by County

The County shall defend, indemnify and hold harmless the Recycler and its officers, employees, agents and subcontractors with respect to any claims, demands, actions, damages, costs and expenses, including reasonable attorney fees, resulting from any acts, errors, or omissions of the State of Minnesota, political subdivisions of the State, the County or their officials, employees, agents or subcontractors at any level.

C. Insurance

The Recycler shall obtain and keep in force at all times during this Contract the following insurance policies:

1. Commercial general liability insurance with minimum limits of \$1,000,000.00 aggregate, \$1,000,000.00 products and completed operations aggregate, \$1,000,000.00 personal injury and advertising injury, \$1,000,000.00 each occurrence, \$1,000,000.00 fire damage limit and \$5,000.00 medical expense.
2. Comprehensive automobile liability insurance including owned, non-owned and hired vehicles with minimum limits of \$1,000,000.00 each person, \$1,000,000.00 each occurrence for bodily injury, \$1,000,000.00 each occurrence for property damage or a combined single limit of \$1,000,000.00.
3. Worker's compensation and employer's liability as required by State and Federal laws, with minimum limits of \$100,000.00 each accident for bodily injury, \$100,000.00 each employee for bodily injury by disease and a

\$500,000.00 policy limit for bodily injury by disease. The Recycler shall provide the County original certificates of insurance, on which the County has been named as an additional insured, for the coverage required above within ten (10) days of signing the Contract, unless otherwise directed by the County. Certificates shall include a provision that the insurer shall give the County thirty (30) days cancellation notice of required policies.

#### ARTICLE IX: MISCELLANEOUS

##### A. Notice

All written notices required pursuant to this Contract shall be either hand delivered or mailed to the Recycler and the County at the following address or such other address as may be provided in writing to the other party from time to time:

County: David Minke – Pine County Administrator  
635 Northridge Drive NW, Suite 200  
Pine City, MN 55063

Recycler: Timothy Schmutzer, Executive Director  
Pine Habilitation and Supported Employment, Inc.  
106 Main Street  
PO Box 126  
Sandstone, MN 55072

##### B. Relationship of the parties

For the purposes of this Contract, the Recycler shall be deemed to be an independent contractor and not an employee of the County. The Recycler shall maintain, at its own expense, all equipment and personnel necessary to fulfill its obligations under this Contract. All agents, servants, or employees of the Recycler or other persons, while engaged in the performance of any work or services required to be performed by the County under this Contract shall not be considered employees of the County, and any and all claims that may or might arise on behalf of the County, its agents, servants or

employees as a consequence of any act or omission on the part of the Recycler, its agents, servants, employees or other persons shall in no way be the obligation or responsibility of the County. The Recycler, its agents, servants or employees shall be entitled to none of the rights, privileges or benefits of County employees except as otherwise may be herein stated.

C. Assignment

Prior to the assignment of any interest in the Contract or transfer of any interest in the same, whether by subcontract, assignment or novation, the Recycler or the County must provide written notice to the other party. Any assignment by Recycler is subject to the County's approval. The County reserves the right to assign any interest in the Contract to a duly established waste management district, joint powers board, or any other entity.

D. Survival of Representations and Warranties

The representatives, warranties, covenants and agreements of the parties under this Contract and the remedies of either party for the breach of such representations, warranties, covenants, and agreement by the other party shall survive the execution and term of this Contract.

E. Waiver

The waiver of any of the rights and/or remedies arising under the terms of the Contract on any one occasion by any party hereto shall not constitute a waiver of any rights or remedies in respect to any subsequent breach or default of the terms of the Contract. The rights and remedies provided or referred to under the terms of the Contract are cumulative and not mutually exclusive.

F. Entire Agreement

The Contract shall constitute the entire agreement between the parties and shall supersede all prior and oral and written negotiations.

G. Governing Law

The Contract shall be interpreted and construed according to the laws of the State of Minnesota.

H. Alteration Clause

Any alteration, modification, or waiver of the provisions of this Contract shall be valid only after it has been reduced to writing and duly signed by all parties.

I. Termination/Default

1. This Contract shall terminate, without cause, at either party's election upon either party giving six (6) months written notice to the other party pursuant to Article IX.A.
2. This Contract may be terminated for cause after notice by either party of a default as set forth in Article VII, for a breach of the terms of this Agreement as set forth in Article VII.
3. Upon termination of the Contract by default, or by election of either of the parties as stated in Article IX, I.1. and 2., the County shall assume full ownership, possession, and the title of the recycling equipment for which the County reimbursed the Recycler pursuant to Article VI.B of the first recycling program Contract executed by the parties on December 2, 2008. At such time the Recycler shall execute all necessary title documents or a bill of sale transferring the County ownership and possession of such recycling equipment.

IN WITNESS THEREOF, the parties have caused this Contract to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, notwithstanding the date of the signatures of the parties.

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Stephen M. Hallan  
Pine County Board of Commissioners Chairman

ATTEST:

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David J. Minke  
Pine County Administrator

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John K. Carlson  
Pine County Attorney

---

Timothy Schmutzer, Executive Director, PHASE

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Doraine A. Larison, Counsel for PHASE

## Attachment 1

### Recycling Shed Locations and Collection Schedule

City	General Location	Pick-Up Schedule
Rock Creek	Interstate 35 and State Hwy 70 at Rock Creek Motor Stop	Thursday
Pine City	Pine City carwash, 1340 Northridge Drive	Monday, Wednesday, Friday
Pine City	Chris' Food Center, 1035 Main Street South	Monday, Wednesday, Friday
Brook Park	Next to the Fire Hall	Tuesday
Hinckley	Pine County Highway Garage	Monday, Wednesday, Friday
Sandstone	PHASE, 106 Main Street	Anytime, during business hours
Askov	Askov Hardware and Lumber	Tuesday, Thursday
Finlayson	Behind the Municipal Liquor Store	Tuesday
Willow River	Pine County Highway Garage, Highway 61	Monday, Wednesday, Friday
Rutledge	Next to the Community Center	Tuesday, Thursday
Bruno	Pine County Highway Garage, East Side of Bruno	Tuesday, Thursday

This schedule may change due to holidays, inclement weather, natural disasters or other similar events.

## PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date:  December 17, 2013	Consent Agenda <i>(Please Circle)</i>  Regular Agenda Estimated Time: <i>(Please Circle)</i> <u> 2 minutes</u> 10 Min.    15 Min. <small>Time needed</small> 30 Min.    45 Min.    1 hour
Department Requesting Action:  <u><b>County Extension</b></u>	<div style="text-align: center;">         _____        Department Head Signature     </div> <div style="text-align: right; margin-top: 10px;">       _____        Date     </div>

*Historically, the Pine County Board has appointed committee members to the Pine County Extension Committee, allowing them a 3-year renewable term. Authorization for the county board to make these appointments is stated in Minnesota State Statute 38.36 (attached).*

*Two seats on the Extension Committee are up for appointment and they are as follows:*

*District 4 seat, previously held by Alan Overland. Commissioner Rossow recommends Mr. Thane Sheets for a 3-year term on the Extension Committee January 1, 2014 through December 31, 2016.*

*At Large Position, previously held by Sandra Johnson. Kari Holmberg is offered as replacement for a 3-year term on the Extension Committee January 1, 2014 through December 31, 2016.*

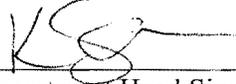
*I respectfully request these committee members be appointed for a 3-year term. Both proposed members are willing to participate.*

*Respectfully,  
 Susanne Hinrichs  
 Regional Director, Northeast Region  
 UMN Extension*

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

Supporting Documents: Attached - MN State Statute regarding Extension

## PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date:  December 17, 2013	Consent Agenda <i>(Please Circle)</i>  Regular Agenda Estimated Time: <i>(Please Circle)</i> <div style="text-align: center;"> <input checked="" type="radio"/> 10 Min.    <input type="radio"/> 15 Min.         </div> Time needed <input type="checkbox"/> 30 Min. <input type="checkbox"/> 45 Min. <input type="checkbox"/> 1 hour
Department Requesting Action:  <b><u>Land Services</u></b>	<div style="text-align: center;">           Department Head Signature       </div> <div style="text-align: right; margin-top: 10px;">         12/10/13          Date       </div>

*The Pine County Planning Commission and Board of Adjustment are integral parts of the zoning process in Pine County. The Planning Commission is comprised of 7 members appointed by the County Commissioners and hears conditional use permits, plat requests, ordinance revisions, and oversees minor subdivisions among other duties. The Board of Adjustment is comprised of 5 members appointed by the County Commissioners and main function is to grant or deny variance requests.*

*Members of both boards serve 2-year terms. All expiring members have agreed to be reappointed for an additional 2-year term. We did have 2 members who stepped down in the last year from their positions. The Planning Commission vacancy is to fulfill a current term and the Board of Adjustment vacancy is a new term. The attached memo outlines the necessary appointments and reappointments for fully staffed boards.*

**Board Action Requested:** (Attach additional pages if needed)  
*Reappoint and appoint members to the Planning Commission and Board of Adjustment.*

Supporting Documents:  Attached     None



## PINE COUNTY LAND SERVICES

Assessor, Planning & Zoning, Recorder, Solid Waste  
Pine County Courthouse, 635 Northridge Dr NW #260, Pine City, MN  
320-591-1634 1-800-450-7463 Ext. 1634 Fax: 320-591-1640

# MEMO

To: Pine County Commissioners  
Cc: David Minke, County Administrator

From: Kelly Schroeder, Land Services Director

Date: December 11, 2013

Re: Board of Adjustment and Planning Commission Nominations/Appointments

---

With the end of the year nearing, we need to ensure our Planning Commission and Board of Adjustment are fully staffed in order to serve our constituents during the coming years. The following members are up for reappointment and have agreed to be reappointed for a term from January 1, 2014 through December 31, 2015:

**Planning Commission:**

District 2: Skip Thomson

District 4: Richard Glattly

District 5: Jeff Shute

**Board of Adjustment:**

District 5: Howard Thomsen

There are also the following vacancies that need to be filled due to resignations of the previous members:

**Planning Commission:**

Patrick McCarthy (District 3)  
\*Term through December 31, 2014

**Board of Adjustment:**

District 2 (Pangerl)  
\*Term through December 31, 2015

In the past when filling vacancies the commissioner of the district has made the recommendation and the Board Chairman has proceeded with that appointment.



# 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  
Matt Ludwig – Dist. 5

To: Pine County Board of Commissioners  
From: David J. Minke, County Administrator   
Date: December 12, 2013  
Subject: Cost of Living, Health Insurance, Elected Official Salaries  
Property Tax Levy, Budget

Since July, the county board has met seven times as the Budget Committee to prepare the 2014 Pine County budget. The Truth in Taxation hearing was held on December 5, 2013.

Prior to the end of the year the board must take action on the following:

1. Set Cost-of-Living increase (COLA) for non-union employees
2. Set the county contribution for health insurance for non-union employees
3. Set Elected Officials Salaries
  - a. Attorney, Auditor and Sheriff
  - b. Commissioners
  - c. Commissioner per diem
4. Adopt 2014 property tax levy
5. Adopt 2014 Budget

### **Non-Union Cost-of-Living (COLA) Adjustment.**

The board has discussed giving a 1.5% COLA to non-union employees effective January 1, 2014. The county has also proposed the same COLA to union employees. The non-union wage scale is attached as Attachment 1.

**Motion to approve a 1.5% Cost of Living increase to non-union employees effective January 1, 2014.**

### **County Contribution for Health Insurance**

Attachment 2 is a chart which shows the county contribution for the three health plans and single and family coverage. The same contribution amounts have been proposed to union employees.

**Motion to approve the county contribution to non-union employees for 2014 as show on the attached chart.**

Pine County Board of Commissioners

December 12, 2013

Subject: Cost of Living, Health Insurance, Elected Official Salaries, Property Tax Levy, Budget  
Page -2-

### **Elected Officials Salaries**

Minnesota Statutes §384.151, Subd. 1, §385.373, Subd. 1, §387.20, Subd. 2, and §388.18, Subd. 2 require that the county board set the salaries for the County Attorney, County Auditor, and Sheriff. Resolution 2013-48, attached, includes a 1.5% increase for these individuals. The board may set the amount, provided it is not arbitrary or capricious.

**Motion to approve Resolution 2013-48 establishing the 2014 salaries for the Pine County Attorney, Pine County Auditor, and Pine County Sheriff.**

Minnesota Statutes §375.055 and §375.06 provide that the board may set the salaries and per diem payments for Commissioners. Resolution 2013-49 includes a 1.5% increase.

**Motion to approve Resolution 2013-49 establishing the 2014 salary and 2014 per diem for Pine County Commissioners.**

### **2014 Property Tax Levy**

In September the board set the preliminary 2014 property tax levy at \$14,497,250, a 3% increase over 2013. The board may adopt the levy at that amount, or a lesser amount.

**Motion to approve Resolution 2013-51 establishing the 2014 Pine County Property Tax Levy at \$14,497,250.**

### **2014 Budget**

Attachment 3 is the 2014 budget shown by fund and budget department.

**Motion to approve Resolution 2013-52 adopting the 2014 Pine County operating budget as show on the attached.**

## Attachment C

### Proposed 2014 Non-Union Pay Scale

Position	Grade	2014 Annual based		2014 Annual based	
		Minimum	on 2080 hours	Maximum	on 2080 hours
Seasonal, Jail Matron Officer, Receptionist	<b>A13</b>	\$11.79	\$24,523	\$17.04	\$35,443
Court Security Officer, Administrative Assistant	<b>B22</b>	\$13.07	\$27,193	\$18.95	\$39,407
Payroll Clerk, Administrative Assistant	<b>B23</b>	\$13.74	\$28,586	\$19.84	\$41,272
IT Support Specialist, Office Manager Public Works/Sheriff, STS Crew Leader	<b>B24</b>	\$15.83	\$32,936	\$22.83	\$47,486
Office Manager/Legal Secretary, Deputy Recorder, HR and Payroll Specialist	<b>B31</b>	\$17.05	\$35,464	\$23.98	\$49,886
Assistant Jail Administrator, Building Maintenance Supervisor	<b>C41</b>	\$18.76	\$39,022	\$26.88	\$55,907
Deputy Assessor, Veterans Service Officer, IT Supervisor	<b>C42</b>	\$19.60	\$40,768	\$28.00	\$58,243
County Recorder	<b>C43</b>	\$20.67	\$42,986	\$28.99	\$60,300
County Surveyor, Land/Zoning Administrator, Chief Deputy Auditor/Treasurer	<b>C51</b>	\$22.68	\$47,165	\$32.36	\$67,307
Public Health Supervisor, Jail Administrator	<b>C52</b>	\$23.61	\$49,115	\$33.38	\$69,429
Assistant County Attorney	<b>D61</b>	\$25.20	\$52,415	\$35.57	\$73,993
Chief Deputy Sheriff, Chief Deputy County Attorney	<b>D71</b>	\$27.30	\$56,786	\$38.50	\$80,079
Land Services Director	<b>E81</b>	\$29.38	\$61,115	\$41.38	\$86,079
HHS Director, Public Works Director/Co Engineer	<b>E82</b>	\$32.40	\$67,390	\$45.63	\$94,920
County Administrator	<b>E91</b>	\$38.64	\$80,380	\$50.84	\$105,746

Attachment 1

**COUNTY - Full-time employee—non-union & settled contracts**

**2014**

Plan	Annual deductible	Premium		County Contribution		Annual \$\$	Cost to Employee	
		Per Month	<u>Per Pay Period</u> This <u>will</u> show on your pay stub	Per Month	<u>Per Pay Period</u> This <u>will</u> show on your pay stub	County Contributes to VEBA Savings	Per Month	<u>Per Pay Period</u> This <u>will not</u> show on your pay stub
<b>CMM 1000</b>								
CMM Single	1000	553.50	276.75	482.25	241.13		71.25	35.63
CMM Family	3000/4000	1,480.50	740.25	1,068.00	534.00		412.50	206.25
<b>CMM 1500</b>								
CMM Single	1500	493.00	246.50	480.75	240.38		12.25	6.13
CMM Family	4000/5000	1,319.00	659.50	1,064.00	532.00		255.00	127.50
<b>VEBA</b>								
VEBA Single	1850	539.00	269.50	369.00	184.50		170.00	85.00
VEBA Family	3700	1,447.00	723.50	837.00	418.50		610.00	305.00
VEBA Single Savings				119.75	59.88	VEBA only <b>1437.00</b>		
VEBA Family Savings				248.00	124.00	<b>2976.00</b>		

Attachment 2

**BUDGET SUMMARY 2014**

DEPT #	REVENUE DEPARTMENT	REVENUES	EXPENDITURES
5	COUNTY BOARD	0	211,723
13	COURT ADMINISTRATION	2,500	64,000
20	LAW LIBRARY	21,500	21,500
41	COUNTY AUDITOR-TREASURER	100,000	594,137
61	MIS	15,000	504,308
62	CENTRAL SERVICES	31,000	30,000
63	TRUTH IN TAXATION	7,000	13,300
71	ELECTIONS ADMINISTRATION	7,300	72,250
72	COUNTY COORDINATOR	0	352,113
91	COUNTY ATTORNEY	78,050	777,926
92	CONTRACTED ATTNYS/CONSULTANTS	0	50,000
101	COUNTY RECORDER	305,000	402,624
105	COUNTY ASSESSOR	173,500	496,795
107	PLANNING AND ZONING	62,840	122,533
111	GOVT BUILDING OPERATIONS	175,000	757,762
121	VETERANS SERVICES	0	86,886
201	COUNTY SHERIFF	904,698	3,339,537
204	SHERIFF DISPATCH	0	490,429
210	GUN PERMITS	17,000	17,000
227	ENHANCE 911	100,000	100,000
249	MEDICAL EXAMINER	0	58,000
251	COUNTY JAIL	487,500	3,431,212
255	COURT SERVICES	273,506	687,296
256	SENTENCE TO SERVE	0	63,108
281	CIVIL DEFENSE	20,000	45,000
391	SOLID WASTE	2,800	47,167
392	SCORE RECYCLING	70,000	121,800
501	ECR LIBRARY	0	305,192
502	HISTORICAL SOCIETY	0	15,000
601	SOIL /WATER CONSERVATION	0	50,040
602	EXTENTION COMMITTEE	0	1,800
603	COUNTY EXTENTION	0	98,328
604	AGRICULTURE SOCIETY	0	10,000
605	ECONOMIC DEVELOPMENT	0	25,000
607	PINE COUNTY WATER PLAN	13,855	27,710
612	WETLAND EXPENSE SNAKE RIVER	34,626	69,252
613	WATERSHED BOARD	0	11,168
702	PINE COUNTY HOUSING AUTHORITY	0	3,000
801	NON-DEPARTMENTAL	11,442,624	266,030
813	MEED-CENTRAL MN INITIATIVE	0	7,250
	<b>TOTAL</b>	<b>14,345,299</b>	<b>13,848,176</b>

DEPT #	HEALTH AND HUMAN SERVICES	REVENUES	EXPENDITURES
12-420	INCOME MAINTENANCE	2,690,333	2,862,851
12-430	SOCIAL SERVICES	4,454,401	4,570,989
12-481	NURSING	1,317,000	1,451,216
	<b>TOTAL</b>	<b><u>8,461,734</u></b>	<b><u>8,885,056</u></b>
DEPT #	HIGHWAY DEPARTMENT	REVENUES	EXPENDITURES
13-310	ADMINISTRATION	0	317,528
13-320	ENGR/CONSTRUCTION	0	12,128,841
13-330	EQUIPMENT	0	2,074,712
13-340	REPAIR AND SHOP	0	1,742,192
13-801	NON-DEPARTMENTAL	16,033,722	30,449
	<b>TOTAL</b>	<b><u>16,033,722</u></b>	<b><u>16,293,722</u></b>
DEPT #	RESOURCE DEVELOPMENT DEPARTMENT	REVENUES	EXPENDITURES
22-703	LAND USE	808,600	805,600
22-704	COUNTY WIDE REHAB	0	10,000
22-705	ROAD FUND GAS TAX	6,000	6,000
22-707	TIMBER DEVELOPMENT	58,810	20,000
	<b>TOTAL</b>	<b><u>873,410</u></b>	<b><u>841,600</u></b>
DEPT #	RAILROAD AUTHORITY DEPARTMENT	REVENUES	EXPENDITURES
37-810		9,062	9,062
DEPT #	2005A JAIL BONDS DEPARTMENT	REVENUES	EXPENDITURES
39-810	2005A JAIL BONDS	1,288,400	1,217,237
DEPT #	2012 GO Courthouse Bonds DEPARTMENT	REVENUES	EXPENDITURES
40-810	2012 COURTHOUSE BONDS	989,677	938,450
	<b>TOTAL ALL FUNDS</b>	<b><u><u>42,001,304</u></u></b>	<b><u><u>42,033,303</u></u></b>

Resolution # 2013-48

Resolution Setting Minimum Salaries for Elected Officials

WHEREAS, Minnesota Statutes, 384.151 subd. 1; 385.373 subd. 1; 387.20 subd. 2, and 388.18 subd. 2 set criteria for salaries for the elected offices of County Auditor, Treasurer, Sheriff and Attorney, respectively and,

WHEREAS, said statutes require that the County Board, at the January meeting prior to the first date on which applicants may file for the office shall set, by resolution, the minimum salary to be paid for the term next following.

NOW, THEREFORE BE IT RESOLVED that the minimum salary for the terms beginning January 2014 be set for the offices of Pine County Auditor/Treasurer, Sheriff and Attorney be set as follows:

County Auditor/Treasurer	\$81,200
County Sheriff	\$82,418
County Attorney	\$100,851

BE IT FURTHER RESOLVED, that the Pine County Board reserves the right, as set out in the above cited statutes, to set the salary, after the election, for any or all of the above offices, for the 2014 year at whatever it deems appropriate so long as it is at or above the minimum stated in this resolution.

Attest:

\_\_\_\_\_  
Stephen M. Hallan, Chair  
Pine County Board of Commissioners

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

Resolution # 2013-49  
**RESOLUTION ESTABLISHING COUNTY COMMISSIONER  
COMPENSATION AND PER DIEMS FOR 2014**

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

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

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

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

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

BE IT FURTHER RESOLVED that the following be deemed eligible for per diem reimbursement: Regular County Board Meetings, Committee Meetings, Temporary or one time meetings as directed by the Board or the Board Chair, Special County Board Meetings, Emergency County Board Meetings, AMC Meetings, and all other meetings that meet requirements of MN Statute 375.055.

And that the following are ineligible for per diem reimbursement:  
Board of Equalization, Canvassing Board

A Commissioner shall not be entitled to County reimbursement of per diem, mileage, or other expenses if the Committee to which they have been appointed has reimbursed the expense incurred.

The salary for County Commissioners for 2014 is \$21,526  
The per diem rate per meeting for 2014 is \$75  
The mileage reimbursement rate for 2014 is to follow the federal IRS rate.

Attest:

\_\_\_\_\_  
Stephen M. Hallan, Chair  
Pine County Board of Commissioners

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

**Resolution 2013-51**  
**RESOLUTION ESTABLISHING THE 2014 PROPERTY TAX LEVY**

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

WHEREAS, the Pine County Board of Commissioners have adopted a preliminary property tax levy of \$14,497,250; and

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

NOW, THEREFORE, BE IT RESOLVED that the 2014 property tax levy for Pine County shall be \$14,497,250 distributed to the various funds as show below:

	<b>Gross Levy</b>	<b>Program Aid</b>	<b>Net Levy</b>
General	\$ 9,579,624	\$1,669,513	\$ 7,910,111
Health & Human Services	\$ 2,775,000		\$ 2,775,000
Road & Bridge	\$ 1,525,000		\$ 1,525,000
Rail Authority	\$ 9,062		\$ 9,062
2005A Jail Bond	\$ 1,288,400		\$ 1,288,400
2012 Courthouse GO Bond	\$ 989,677		\$ 989,677
<b>Total Property Tax Levy</b>	<b><u>\$15,873,013</u></b>		<b><u>\$14,497,250</u></b>

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

Attest:

\_\_\_\_\_  
Stephen M. Hallan, Chair  
Pine County Board of Commissioners

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

**Resolution 2013-52**  
**RESOLUTION ADOPTING THE 2014 BUDGET**

WHEREAS, M.S. §375A.06 requires the County Administrator to submit a proposed budget; and

WHEREAS, the Pine County Board of Commissioners have reviewed the proposed 2014 budget, conducted several public meetings on the proposed budget, and made changes to the proposed budget.

NOW, THEREFORE, BE IT RESOLVED that the attached proposed 2014 budget is hereby adopted in the amounts shown.

Attest:

\_\_\_\_\_  
Stephen M. Hallan, Chair  
Pine County Board of Commissioners

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

**PINE COUNTY REQUEST FOR BOARD ACTION**

Requested Board Date:  December 17, 2013	Consent Agenda <i>(Please Circle)</i>  Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department: <b>Administrator's</b>	Date: December 10, 2013

Schedule a Committee of the Whole meeting to discuss 2014 Strategic Planning.

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

*Schedule Committee of the Whole meeting.*

Supporting Documents: Attached None

Signature: