



AGENDA
PINE COUNTY BOARD MEETING

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

Tuesday, January 19, 2016, 10:00 a.m.
Board Room, Pine County Courthouse
Pine City, Minnesota

- A) Call meeting to order
- B) Pledge of Allegiance
- C) Public Forum. Members of the public are invited to speak on items not on the agenda. Each speaker should state his/her name and limit comments to three (3) minutes.
- D) Adopt Agenda
- E) Approve Minutes of January 5, 2016 County Board Meeting and Summary for publication.
- F) Minutes of Boards, Committees and Correspondence
 - Minnesota Department of Health Recognition - Kanabec-Pine Community Health Board Withdrawal
 - East Central Regional Library Minutes – December 14, 2015
- G) Approve Consent Items

CONSENT AGENDA

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

1. Review December, 2015 Cash Balance (attached)

Fund	December 31, 2014	December 31, 2015	Increase(Decrease)
General Fund	3,661,974.35	5,429,219.08	1,767,244.73
Health and Human Services Fund	308,137.69	763,535.59	455,397.90
Road and Bridge Fund	1,571,228.77	1,220,273.91	(350,954.86)
Land Management Fund	2,089,547.86	957,992.51	(1,131,555.35)
TOTAL (inc non-major funds)	9,858,890.57	11,798,455.20	1,939,564.63

2. Application for Abatement

Consider Application for Abatement for Carly Storebo, 4582 Main St., Bruno, MN, PID 36.5093.000, pay 2015.

3. Application for Exempt Permit

Consider Application for Exempt Permit for the Finlayson Giese Sportsmen Club to conduct Minnesota lawful gambling on May 21, 2016 at the Finlayson Giese Sportsmen's Club, 70172 Norway Spruce Road, Finlayson, Minnesota (Pine Lake Twp.).

4. 2015 Budget Adjustments

Consider approval of the 2015 budget adjustments as follow:

2015 Budget Adjustments - 1-19-2016

Law Library Dept 020			
01.020.5510	4,100	Law Library Fees	from \$21,500 to \$25,600
01.020.6263	1,000	Pro & Tech Services	from \$7,500 to \$8,400
01.020.6452	3,100	Books, Materials, etc	from \$13,900 to \$17,000
IT Dept 061			
01.061.5860	15,000	Refunds & Reimb	from \$5,000 to \$20,000
01.061.6660	15,000	Equip & Furniture	from \$115,000 to \$130,000
Sheriff Dept 201			
01.201.5751	25,000	Gifts & Contributions	from \$90,000 to \$115,000
01.201.6107	25,000	Overtime	from \$150,000 to \$175,000
Cross Dept Transfers - General Fund			
01.391.6103	(12,829)	SW Salaries	from \$39,895 to \$27,066
01.107.6803	10,700	Zoning Program Exp	from \$33,501 to \$44,201
01.107.6241	2,129	Zoning Training	from \$1,000 to \$3,129
01.105.6379	(4,000)	Assessor Tax Court	from \$4,000 to \$0
01.107.6163	2,000	Zoning PERA	from \$1,901 to \$3,901
01.107.6334	2,000	Zoning Mileage	from \$1,000 to \$3,000
01.105.6202	(2,000)	Assessor Postage	from \$2,800 to \$800
01.107.6163	2,000	Zoning FICA	from \$3,901 to \$5,901
Land Fund 22			
	1,100,00		
22.703.5883	0	FF Property	from zero to \$32,925
22.703.6906	700,000	Apport to Other Govts	from \$300,000 to \$1,000,000
22.703.6940	400,000	Intergov't Pymts	from \$300,000 to \$700,000

5. Cancellation of 2013 Outstanding Warrants

Consider cancellation of 2013 outstanding warrants.

6. 2016 Waste Hauler Licenses

Consider approval of 2016 waste hauler licenses for the following: East Central Sanitation, Jim's Mille Lacs Disposal, Matt's Sanitation, Mike's Sanitation, Veit Disposal Systems, LePage & Sons, Inc., Jones Construction, Mille Lacs Band of Ojibwe, Ron's Roll Offs, and Curt's Roll Offs and authorize Board Chair to sign.

7. Donation

Accept \$2,500 donation from New Horizon's Thrift Store, \$100 donation from Sebald Motors of Askov, and \$100 donation from Lee's Pro Shop and designate to the Pine County Sheriff's Office K-9 program; to be used to help offset expense of canine program.

8. Appointment to East Central Regional Library Board

Approve reappointment of Judy Scholin as a citizen trustee on the East Central Regional Library Board, first term, for a three-year period, effective January 1, 2016 through December 31, 2018.

9. Prosecution Contract – City of Pine City (2016)

Consider approval of the Agreement for Prosecution Services with the City of Pine City in the amount of \$11,000 for calendar year 2016. Authorize Board Chair and County Auditor to sign.

10. New Hire

- A. Authorize the hiring of Cassandra Palmer, part-time dispatcher, effective January 11, 2016, \$17.11 per hour, grade B23.
- B. Authorize the hiring of Jessica Fehlen, registered nurse, effective January 20, 2016, \$23.21 per hour, grade C42, step 3.
- C. Authorize the hiring of Sarah Oswald, PHN, effective February 8, 2016, \$23.21 per hour, grade C42, step 3.
- D. Authorize the hiring of Damien Louis, social worker, effective January 29, 2016, \$21.97 per hour, grade C42, step 2.
- E. Authorize the hiring of Andrea Wiener, social worker, effective January 20, 2016, \$20.74 per hour, grade C42, step 1.

11. Training

- A. Consider Public Health Supervisor Lori Fore to attend the Leadership Core Training offered through the MN Department of Human Services, on the following dates in 2016: February 22, March 21, April 18, May 16, June 20, and December 5, in Red Wing. Lodging costs will be shared with another employee attending (approved at 1/5/16 board meeting) the meeting. No registration fee or mileage as county car being used. Total cost of meals not to exceed \$204. Funds are available in the Kanabec-Pine Community Health Budget for meals and half the cost of lodging (approximately \$255). Total maximum cost: approximately \$459.
- B. Consider GIS/Environmental Tech Joe Sanders and Land & Resources Manager Caleb Anderson to attend Basic Design of Onsite Systems February 23-26, 2016 in Grand Rapids, Minnesota. Cost of course: \$440 per person; lodging: \$195 per person; meals: up to \$121 per person. Total cost: \$756 per person. Funds are available in the 2016 Zoning budget.

REGULAR AGENDA

1. Facilities Committee

Pine County Facilities Committee met January 6, 2016 and made the following recommendation (Minutes Attached):

- Approve the lease agreement between the Pine County Sheriff's Office and the Hinckley Fire Hall for January 1, 2016 through December 31, 2016 in the amount of \$6,000.

Other items are for informational purposes only.

2. Personnel Committee

Pine County Personnel Committee met January 12, 2016 and made the following recommendations (Minutes attached):

Jail

Acknowledge the resignation of Andrea Stephani, full-time corrections officer, effective December 23, 2015 and authorize backfill.

PCSO

Authorize the filling of current dispatcher vacancies.

HHS

Approve the public health supervisory job description, including CHS Administrator duties and to use the pay range from the non-union D61 grade.

Attorney

Authorize the hiring of an additional assistant county attorney. This position is funded in the 2016 Attorney's Office budget.

Probation

Authorize the creation of a Team Leader position in lieu of back fill of the .4 FTE vacancy position.

Administrator

Authorize the amendment of the Section 7.8 of the Pine County Policies & Procedures to allow cash out of Paid Time Off (PTO) for all non-union employees.

Other items are for informational purposes only.

3. Request for Proposal for Computer System

Consider approval of Request for Proposal for Computer System.

4. Commissioner Updates

Law Library

GPS 45:93 Update by Dr. Musgrove

Soil & Water Conservation District

East Central Solid Waste Commission

East Central Regional Library

Methamphetamine Task Force

5. Other

6. Upcoming Meetings –(Subject to Change) CHANGE THESE

- a. **CANCELLED: Technology Committee, Tuesday, January 19, 2016, 8:30 a.m., Commissioners' Conference Room, Courthouse, Pine City, Minnesota.**
- b. **Pine County Board Meeting, Tuesday, January 19, 2016, 10:00 a.m., Board Room, Courthouse, Pine City, Minnesota.**
- c. **Special Meeting-Committee of the Whole (City-County Relations), Tuesday, January 19, 2016, 7:00 p.m., Jury Assembly Room, Courthouse, Pine City, Minnesota.**

- d. **NE MN Regional Radio Board, Thursday, January 20, 2016, 10:00 a.m.**, St. Louis County Emergency Operations Center, Pike Lake Facility, Duluth, Minnesota. (Chief Deputy Widenstrom attending).
- e. **NLX, Wednesday, December 16, 2015, 10:00 a.m.**, Board Room, Courthouse, Pine City, Minnesota.
- f. **Kanabec-Pine Community Health Board, Wednesday, January 20, 2016, 1:00 p.m.**, Board Room, Pine County Courthouse, Pine City, Minnesota. (Note change in time).
- g. **Arrowhead Counties Association, Wednesday, January 20, 2016, 6:00 p.m.**, Hampton Inn, Duluth, Minnesota.
- h. **Extension Committee, Thursday, January 21, 2016, 3:00 p.m.**, Public Health Building, Sandstone, Minnesota.
- i. **Rush Line Task Force, Thursday, January 21, 2016, 3:30 p.m.**, Ramsey County Parks and Rec Training Room, 2915 Van Dyke Street, Maplewood (behind Aldrich Arena).
- j. **Snake River Watershed, Monday, January 25, 2016, 9:00 a.m.**, Kanabec County Courthouse, Mora, Minnesota.
- k. **Lakes & Pines CAC, Monday, January 25, 2016, 10:00 a.m.**, 1700 Maple Avenue E., Mora, Minnesota.
- l. **Special Meeting-Committee of the Whole (Soil Survey & Strategic Planning), Tuesday, January 26, 2016, 9:00 a.m.**, Board Room, Courthouse, Pine City, Minnesota.
- m. **NLX, Wednesday, January 27, 2016, 10:00 a.m.**, Board Room, Courthouse, Pine City, Minnesota.
- n. **Central EMS Committee, Friday, January 29, 2016, 10:00 a.m.**, Stearns County Service Center, 3301 Co. Rd. 138, So. Entrance, Rm. 121, Waite Park, Minnesota.
- o. **Pine County Board Meeting, Tuesday, February 2, 2016, 10:00 a.m.**, Public Health Building, Sandstone, Minnesota.
- p. **Legislative Update, Tuesday, February 2, 2016, 1:00 p.m.**, Public Health Building, Sandstone, Minnesota.

➤ **Board to Recess and Reconvene as– Committee of the Whole**

1. 2016 Aquatic Invasive Species (AIS) Plan

- Discussion of activities to include in AIS Plan.
- Consider approving Resolution 2016-03 adopting the 2016 AIS Plan
- Consider approving Minnesota DNR Delegation Agreement for AIS Prevention Inspections and authorize Board Chair to sign

2. Shoreland and Septic Ordinance Changes

- Discussion of proposed ordinance changes
- Schedule a public hearing for February 16, 2016 for the ordinance changes and codified Shoreland Management Ordinance.

3. Updates on Recycling Program

- Discuss options for improving recycling rates in Pine County.
- Consider authorizing County Planning and Zoning staff to apply for a grant to assist in improving recycling rates in Pine County.

7. Adjourn

PINE COUNTY BOARD MEETING
Minutes of Organizational Meeting
Tuesday, January 5, 2016, 10:00 a.m.
Public Health Building, Sandstone, Minnesota

County Administrator David Minke called the meeting to order at 10:00 a.m. Commissioners Steve Hallan, Josh Mohr, Steve Chaffee, Curt Rossow and Matt Ludwig were present, along with County Attorney Reese Frederickson.

The Pledge of Allegiance was said.

County Administrator Minke called for nominations for Chair.

Commissioner Ludwig nominated Commissioner Rossow for Chair. Second by Commissioner Mohr. With no further nominations, a unanimous white ballot was cast to elect Commissioner Rossow as Chair. Commissioner Rossow was unanimously elected as Chair.

Chair Rossow called for nominations for Vice-Chair.

Commissioner Chaffee nominated Commissioner Ludwig for Vice-Chair. With no further nominations, a unanimous white ballot was cast to elect Commissioner Ludwig as Vice-Chair. Commissioner Ludwig was unanimously elected as Vice-Chair.

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

Chair Rossow requested the following revisions to the Agenda:

1. Add Consent Item #15: Reappointment of Marge Fagerstrom as committee member, and JoAnn Gray as alternate committee member, to the Central Minnesota Emergency Medical Services Region Advisory Committee.
2. Additional information provided for Regular Agenda Item #2: 2016 Official Publication Bids
3. Remove Consent Item #8, Sheriff's Office Space Rental, from the Agenda. This item will be added to the January 6, 2016 Facilities Committee Agenda for discussion.

Commissioner Chaffee moved to adopt the amended Agenda. Second by Commissioner Ludwig. Motion carried 5-0.

Chair Rossow announced the following Board and Committee assignments for 2016:

Outside Boards and Committees	2016 Representative	2016 Alternate
AMC Committee – Environment & Natural Resources	Mohr	
AMC Committee – General Government	Rossow	
AMC Committee – Health & Human Services	Chaffee	
AMC Committee – Public Safety Policy Committee	Hallan	
AMC Committee – Transportation & Infrastructure	Ludwig	

AMC Committee – Indian Affairs Advisory Council	Hallan	Rossow
Arrowhead Counties Association (ACA)	All	
Association of Minnesota Counties (AMC)	All	
Central MN Jobs and Training Service	Hallan	Ludwig
Central Regional EMS Committee	Ludwig	Rossow
East Central Regional Development Commission (ECRDC)	Hallan	Rossow
East Central Regional Juvenile Center (ECRJC) Advisory Committee	Ludwig	Rossow
East Central Regional Library	Chaffee	Mohr
East Central Solid Waste Commission (ECSWC)	Hallan	Ludwig
Extension Committee	Chaffee/Mohr	
Fiber-Optic Joint Power Board	Hallan	Mohr
GPS 45:93 Joint Powers Board	Dr. Robert Musgrove	Hallan
Kanabec/Pine Board of Health (CHB) *3 members in even years; *2 members in odd	Hallan/Chaffee/Ludwig	Mohr
Lakes and Pines Community Action Council (CAC)	Rossow	Hallan
Law Library	Mohr	Chaffee
NE MN Regional Radio Board	Hallan	Chief Deputy Paul Widenstrom
NLX	Ludwig	Chaffee
Rush Line Corridor Task Force	Mohr	Chaffee
Snake River Watershed Joint Powers Board	Mohr	Hallan
Soil & Water Conservation District Liaison	Ludwig	Mohr

County Established Committees	2016 Appointment	2016 Alternate
Budget Committee	All	
Facilities Committee	Ludwig/Mohr	
GIS Committee	Hallan/Mohr	
Government Operations	Ludwig/Rossow	
Investment Committee	Ludwig/Hallan	
Land/Zoning Advisory Committee	Chaffee/Rossow	
Legislative Committee	All	
Methamphetamine Task Force	Ludwig/Rossow	
Negotiations (Labor Relations) Committee	Chaffee/Mohr	
Personnel Committee	Chaffee/Ludwig	Rossow
Public Safety Committee	Hallan/Ludwig	
Technology Committee	Hallan/Mohr	
Transportation Committee	Hallan/Rossow	

Other Appointments	2016 Appointment	
Equal Employment Opportunity Coordinator required by section 3.2 of the County Policy and Procedure Manual	Connie Mikrot	
AMC Delegate Appointments (county is authorized 1 delegate for each commissioner and three additional delegates)	Steve Hallan Josh Mohr Steve Chaffee Curt Rossow	Matt Ludwig Mark LeBrun Becky Foss David Minke

After discussion, the 2016 Board of Commissioners regular meetings were set as follows:

- The meetings on the first Tuesday of the month begin at 10:00 a.m. and are held at the Public Health Building in Sandstone.
- The meetings on the third Tuesday of the month begin at 10:00 a.m. and are held at the Board Room, Pine County Courthouse in Pine City.

2016 County Board regular meeting dates are set as follows:

January 5th and January 19th

February 2nd and 16th

March 1st and 15th

April 5th and 19th

May 3rd and 17th

June 7th and 21st

July 5th and 19th

August 2nd and 16th

September 6th and 20th

October 4th and 18th

November 1st and 15th

December 6th and 20th

Board of Equalization, June 20, 2016, 6:00 p.m., Pine County Courthouse, Board Room, Pine City.

Truth in Taxation, December 8, 2016, 6:00 p.m., Pine County Courthouse, Board Room, Pine City.

Committee Meetings. All are in the Pine County Courthouse, Commissioners Conference Room, Pine City, Minnesota.

Personnel 2nd Tuesday at 9:00 a.m.

Facilities 1st Wednesday at 9:00 a.m.

Technology 3rd Tuesday at 8:30 a.m.

All meetings subject to change. Contact the County Administrator's Office for further information.

Motion by Commissioner Hallan to accept the 2016 Board and Committee assignments and county board regular meeting schedule. Second by Commissioner Mohr. Motion carried 5-0.

Commissioner Mohr moved to approve the Minutes of the December 15, 2015 county board meeting and Summary for publication. Second by Commissioner Hallan. Motion carried 5-0.

Minutes of Boards, Committees and Correspondence

- Methamphetamine Task Force Minutes – October 12, 2015
- East Central Regional Library Minutes – November 9, 2015
- Pine County Historical Society Minutes – November 17, 2015
- Pine County HRA Senior Housing, Regular Minutes – November 17, 2015
- Pine County Land Surveyor Monthly Report – December 2015
- Initiative Foundation correspondence – December 15, 2015

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

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

CONSENT AGENDA

1. December, 2015 Disbursements

Approve Disbursements Journal Report, December 1, 2015 – December 31, 2015.

2. Applications for Abatement

Approve Applications for Abatement for the following:

- A. Theresa Dobosenski, 84024 Dobosenski Road, Sturgeon Lake, PID 33.0806.000, pay 2015
- B. Craig and Sheila Blegen, 4478 540th Street, Rush City, PID 43.0559.001, pay 2015
- C. Viaene Rental Properties, 120 Lark Street, Sandstone, PID 45.5225.000, pay 2015
- D. Merlin and Patricia Ladd, 31960 Eddy Road, Hinckley, PID 10.0137.001, pay 2015
- E. Morlin and Carol Kinnaman, 34016 Lake Town Road, Sturgeon Lake, PID 33.0558.000, pay 2015
- F. Richard Johnson, 207 1st Street NW, Hinckley, PID 40.5076.000, pay 2015

3. Prosecution Agreement – City of Rock Creek

Approve Agreement for Prosecution Services between the County of Pine and the City of Rock Creek in the amount of \$3,500 for 2016.

4. Child Support Cooperative Agreement

Approve Minnesota State/County Child Support Program Cooperative Agreement for years 2016 and 2017 and authorize Board Chair and County Administrator to sign.

5. Health Partners Provider Agreement

Approve Health Partners Participating Provider Agreement and authorize Board Chair and County Administrator to sign.

6. Income Contract – 2016 GED Innovation

Approve contract for the GED Innovation Fund between Pine County and the State of Minnesota on behalf of Pine Technical and Community College Employment and Training Center. The

allocation is \$2,618 for 2016. Authorize Board Chair, County Administrator and Health & Human Services Director to sign.

7. Lead County Agreement with Therapeutic Services Agency (TSA, Inc.)

Approve Lead County Agreement Between Pine County Health & Human Services and Therapeutic Services Agency (TSA, Inc.) for 2016 and authorize Board Chair and County Administrator to sign.

8. Sheriff's Office Space Rental

Item removed from calendar and referred to Facilities Committee.

9. 2015 Clerical Assessment Clerical Corrections

Pine County Assessor's Office 2015 Assessment Clerical Corrections. Information only.

10. K-9 Unit

Pine County Sheriff's Office K-9 Unit update.

11. Donation

Accept \$1,000 donation for the Pine County Sheriff's Office K-9 program from Carolyn L. Schaefer on behalf of the Carolyn L. Schaefer Revocable Trust.

12. Police Officer Declaration - PERA

Approve Public Employees Retirement Association Police Officer Declaration Resolution 2016-02 for Deputy Sheriff Joseph Workman. This Resolution/Declaration indicates that Deputy Workman has met all of the requirements of the Police and Fire Plan membership from his date of hire. Authorize Board Chair to sign Resolution.

13. Personnel

- A. Acknowledge termination of Payroll Clerk Erika Fornengo, effective December 16, 2015 and authorize immediate backfill.
- B. Approve the promotion of Deputy Brad Carlson to Investigator (C43, step 5), effective January 24, 2016, with a starting wage of \$28.31 per hour.
- C. Approve the promotion of Deputy Zach Libra to Investigator (C43, step 5), effective January 25, 2016, with a starting wage of \$28.31 per hour.

14. Training

Approve Child Support Supervisor Jodi Blesener to attend Leadership Core Training through the Minnesota Department of Human Services for the following dates in 2016: February 22, March 21, April 18, May 16, June 20, and December 5, Red Wing. Registration - \$0; lodging - approximately \$515 (\$85.41/night); mileage - preferably county car, if none are available the approximate cost for mileage is \$900 for the series of trainings. Total cost: \$515 w/county car usage or \$1,415 w/o county car usage.

15. Central Minnesota Emergency Medical Services Region Advisory Committee

Approve reappointment of Marge Fagerstrom as a committee member, and JoAnn Gray as an alternate committee member, to the Central Minnesota Emergency Medical Services Region Advisory Committee for a two-year term, January 1, 2016-December 31, 2017.

REGULAR AGENDA

1. Technology Committee

The Technology Committee met December 15, 2015. Items reviewed at the December 15, 2015 board meeting.

2. Request for Bids for Official Publication for 2016

County Administrator David Minke stated sealed bids were opened January 4, 2016 for the publication of the financial statements, proceedings of the County Board and such other notices as required by law. Franklin Newspapers Inc. dba Pine County Courier presented a bid of \$7.25 per column inch for the first publication. Pine County Courier will subcontract to the Hinckley News, Askov American and Pine City Pioneer these legal publications. The Hinckley News presented a bid of \$7.25 per column inch for the second publication.

Motion by Commissioner Ludwig to award the first publication of the financial statement, proceedings of the County Board and such other notices as required by law to Franklin Newspapers Inc. dba Pine County Courier at \$7.25 per column inch and the second publication of the financial statement and other such notices to the Hinckley News at \$7.25 per column inch. Second by Commissioner Chaffee. Motion carried 5-0.

At 10:20 a.m. Chair Rossow recessed the County Board meeting and opened the Regional Railroad Authority Annual Meeting.

3. Pine County Regional Railroad Authority Annual Meeting

Motion by Commissioner Hallan to approve the Railroad Authority officer appointees as follows: Chair: Commissioner Curt Rossow; Vice-Chair: Commissioner Matt Ludwig; Secretary: Administrator David Minke (non-voting); and Treasurer: Auditor/Treasurer Cathy Clemmer (non-voting). Second by Commissioner Mohr: Motion carried 5-0.

There being no business, Commissioner Hallan motioned to adjourn the Regional Railroad Annual Meeting. Second by Commissioner Chaffee. The Regional Railroad Annual Meeting was adjourned at 10:22 a.m.

The County Board meeting reconvened at 10:22 a.m.

4. Soil & Water Conservation District Request for Additional Appropriation

Commissioner Ludwig and County Administrator Minke provided an overview of the increased funding from the Legislature available to Soil and Water Conservation Districts; Soil & Water Conservation Districts, additionally, may apply to receive matching funds from BSWR if a county funds the district above their normal appropriation. It was the consensus of the board to request additional information from SWCD regarding the use and benefits of additional funding.

5. **Children’s Mental Health Respite Care Grant**

Health & Human Services Director Becky Foss stated Pine County has been awarded a grant from the MN Department of Human Services in the amount of \$15,412 to use in 2016 for children’s mental health respite care services.

Motion by Commissioner Chaffee to accept the Minnesota Department of Human Services Children’s Mental Health Respite Care Grant in the amount of \$15,412. Second by Commissioner Hallan. Motion carried 5-0.

6. **Extension Committee Reappointment**

Motion by Commissioner Hallan to reappoint the following to the Pine County Extension Committee:

Mary Lange (representing District 3), three-year term, January 1, 2016-December 31, 2018

David Durheim (representing District 5), three-year term, January 1, 2016-December 31, 2018

Second by Commissioner Chaffee. Motion carried 5-0.

7. **AMC County Program Aid Proposal**

County Administrator Minke explained the Association of Minnesota Counties County Program Aid (CPA) Legislative Proposal.

Motion by Commissioner Hallan to approve Resolution 2016-01 in support of the Association of Minnesota Counties’ County Program Aid Proposal for 2016 and authorize Board Chair and County Administrator to sign. Second by Commissioner Mohr. Motion carried 5-0.

8. **Health & Human Services Supervisor Collective Bargaining Agreement**

County Administrator Minke provided an overview of the county’s proposal which was accepted by IBEW representing the Human Services supervisors. Commissioners Hallan, Chaffee and Rossow and Administrator Minke expressed their appreciation to everyone involved in the negotiation process.

Motion by Commissioner Chaffee to approve the Health & Human Services Supervisor (IBEW) Collective Bargaining Agreement proposal for years 2015-2017. Second by Commissioner Ludwig. Motion carried 5-0.

9. **Commissioner Updates**

NLX: Commissioner Chaffee stated NLX has revised their ridership numbers, frequency of runs, and speed. Loop study still needs to be completed. Discussion on station funding.

Kanabec-Pine Community Health Board: Commissioner Hallan stated the meeting went as well as expected.

Arrowhead Counties Association: No update.

Northeast Regional Radio Board: Quorum present, grants awarded. Paul Widenstrom will attend the next “in person” meeting.

East Central Regional Development Commission: No December meeting.

Other

10. **Other**

Discussion was held regarding the K-9 program and funding.

11. **Upcoming Meetings**

Upcoming meetings were reviewed.

10. **Adjournment**

With no further business, Chair Rossow adjourned the county board meeting at 10:55 a.m. The next regular county board meeting is scheduled for January 19, 2016 at 10:00 a.m. at the Board Room, Pine County Courthouse, Pine City, Minnesota.

Curtis R. Rossow, Chair
Board of Commissioners

David J. Minke, County Administrator
Clerk to County Board

**SUMMARY
OF
PINE COUNTY BOARD MEETING
Minutes of Organizational Meeting
Tuesday, January 5, 2016, 10:00 a.m.
Public Health Building, Sandstone, Minnesota**

County Administrator David Minke called the meeting to order at 10:00 a.m. Commissioners Steve Hallan, Josh Mohr, Steve Chaffee, Curt Rossow and Matt Ludwig were present, along with County Attorney Reese Frederickson.

The Pledge of Allegiance was said.

County Administrator Minke called for nominations for Chair.

Commissioner Ludwig nominated Commissioner Rossow for Chair. Second by Commissioner Mohr. With no further nominations, a unanimous white ballot was cast to elect Commissioner Rossow as Chair. Commissioner Rossow was unanimously elected as Chair.

Chair Rossow called for nominations for Vice-Chair.

Commissioner Chaffee nominated Commissioner Ludwig for Vice-Chair. With no further nominations, a unanimous white ballot was cast to elect Commissioner Ludwig as Vice-Chair. Commissioner Ludwig was unanimously elected as Vice-Chair.

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

Commissioner Chaffee moved to adopt the amended Agenda. Second by Commissioner Ludwig. Motion carried 5-0.

Chair Rossow announced the following Board and Committee assignments for 2016:

Outside Boards and Committees	2016 Representative	2016 Alternate
AMC Committee – Environment & Natural Resources	Mohr	
AMC Committee – General Government	Rossow	
AMC Committee – Health & Human Services	Chaffee	
AMC Committee – Public Safety Policy Committee	Hallan	
AMC Committee – Transportation & Infrastructure	Ludwig	
AMC Committee – Indian Affairs Advisory Council	Hallan	Rossow
Arrowhead Counties Association (ACA)	All	
Association of Minnesota Counties (AMC)	All	
Central MN Jobs and Training Service	Hallan	Ludwig
Central Regional EMS Committee	Ludwig	Rossow

East Central Regional Development Commission (ECRDC)	Hallan	Rossow
East Central Regional Juvenile Center (ECRJC) Advisory Committee	Ludwig	Rossow
East Central Regional Library	Chaffee	Mohr
East Central Solid Waste Commission (ECSWC)	Hallan	Ludwig
Extension Committee	Chaffee/Mohr	
Fiber-Optic Joint Power Board	Hallan	Mohr
GPS 45:93 Joint Powers Board	Dr. Robert Musgrove	Hallan
Kanabec/Pine Board of Health (CHB) *3 members in even years; *2 members in odd	Hallan/Chaffee/Ludwig	Mohr
Lakes and Pines Community Action Council (CAC)	Rossow	Hallan
Law Library	Mohr	Chaffee
NE MN Regional Radio Board	Hallan	Chief Deputy Paul Widenstrom
NLX	Ludwig	Chaffee
Rush Line Corridor Task Force	Mohr	Chaffee
Snake River Watershed Joint Powers Board	Mohr	Hallan
Soil & Water Conservation District Liaison	Ludwig	Mohr

County Established Committees	2016 Appointment	2016 Alternate
Budget Committee	All	
Facilities Committee	Ludwig/Mohr	
GIS Committee	Hallan/Mohr	
Government Operations	Ludwig/Rossow	
Investment Committee	Ludwig/Hallan	
Land/Zoning Advisory Committee	Chaffee/Rossow	
Legislative Committee	All	
Methamphetamine Task Force	Ludwig/Rossow	
Negotiations (Labor Relations) Committee	Chaffee/Mohr	
Personnel Committee	Chaffee/Ludwig	Rossow
Public Safety Committee	Hallan/Ludwig	
Technology Committee	Hallan/Mohr	
Transportation Committee	Hallan/Rossow	

Other Appointments	2016 Appointment	
Equal Employment Opportunity Coordinator required by section 3.2 of the County Policy and Procedure Manual	Connie Mikrot	
AMC Delegate Appointments (county is authorized 1 delegate for each commissioner and three additional delegates)	Steve Hallan Josh Mohr Steve Chaffee Curt Rossow	Matt Ludwig Mark LeBrun Becky Foss David Minke

After discussion, the 2016 Board of Commissioners regular meetings were set as follows:

- The meetings on the first Tuesday of the month begin at 10:00 a.m. and are held at the Public Health Building in Sandstone.
- The meetings on the third Tuesday of the month begin at 10:00 a.m. and are held at the Board Room, Pine County Courthouse in Pine City.

2016 County Board regular meeting dates are set as follows:

January 5th and January 19th

February 2nd and 16th

March 1st and 15th

April 5th and 19th

May 3rd and 17th

June 7th and 21st

July 5th and 19th

August 2nd and 16th

September 6th and 20th

October 4th and 18th

November 1st and 15th

December 6th and 20th

Board of Equalization, June 20, 2016, 6:00 p.m., Pine County Courthouse, Board Room, Pine City.

Truth in Taxation, December 8, 2016, 6:00 p.m., Pine County Courthouse, Board Room, Pine City.

Committee Meetings. All are in the Pine County Courthouse, Commissioners Conference Room, Pine City, Minnesota.

Personnel 2nd Tuesday at 9:00 a.m.

Facilities 1st Wednesday at 9:00 a.m.

Technology 3rd Tuesday at 8:30 a.m.

All meetings subject to change. Contact the County Administrator's Office for further information.

Motion by Commissioner Hallan to accept the 2016 Board and Committee assignments and county board regular meeting schedule. Second by Commissioner Mohr. Motion carried 5-0.

Commissioner Mohr moved to approve the Minutes of the December 15, 2015 county board meeting and Summary for publication. Second by Commissioner Hallan. Motion carried 5-0.

Minutes of Boards, Committees and Correspondence

Methamphetamine Task Force Minutes – October 12, 2015

East Central Regional Library Minutes – November 9, 2015

Pine County Historical Society Minutes – November 17, 2015

Pine County HRA Senior Housing, Regular Minutes – November 17, 2015

Pine County Land Surveyor Monthly Report – December 2015

Initiative Foundation correspondence – December 15, 2015

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

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

Approve Disbursements Journal Report, December 1, 2015 – December 31, 2015.

Approve Applications for Abatement for Theresa Dobosenski, 84024 Dobosenski Road, Sturgeon Lake; Craig and Sheila Blegen, 4478 540th Street, Rush City; Viaene Rental Properties, 120 Lark Street, Sandstone; Merlin and Patricia Ladd, 31960 Eddy Road, Hinckley; Morlin and Carol Kinnaman, 34016 Lake Town Road, Sturgeon Lake; and Richard Johnson, 207 1st Street NW, Hinckley.

Approve Agreement for Prosecution Services between the County of Pine and the City of Rock Creek in the amount of \$3,500 for 2016.

Approve Minnesota State/County Child Support Program Cooperative Agreement for years 2016 and 2017.

Approve Health Partners Participating Provider Agreement.

Approve contract for the GED Innovation Fund between Pine County and the State of Minnesota on behalf of Pine Technical and Community College Employment and Training Center. The allocation is \$2,618 for 2016.

Approve Lead County Agreement Between Pine County Health & Human Services and Therapeutic Services Agency (TSA, Inc.) for 2016.

Sheriff's Office Space Rental removed from county board calendar and referred to Facilities Committee.

Pine County Assessor's Office 2015 Assessment Clerical Corrections. Information only.

Pine County Sheriff's Office K-9 Unit update.

Accept \$1,000 donation for the Pine County Sheriff's Office K-9 program from Carolyn L. Schaefer on behalf of the Carolyn L. Schaefer Revocable Trust.

Approve Public Employees Retirement Association Police Officer Declaration Resolution 2016-02 for Deputy Sheriff Joseph Workman. This Resolution/Declaration indicates that Deputy Workman has met all of the requirements of the Police and Fire Plan membership from his date of hire.

Acknowledge termination of Payroll Clerk Erika Fornengo, effective December 16, 2015 and authorize immediate backfill.

Approve the promotion of Deputy Brad Carlson to Investigator (C43, step 5), effective January 24, 2016, with a starting wage of \$28.31 per hour.

Approve the promotion of Deputy Zach Libra to Investigator (C43, step 5), effective January 25, 2016, with a starting wage of \$28.31 per hour.

Approve Child Support Supervisor Jodi Blesener to attend Leadership Core Training through the Minnesota Department of Human Services. Total cost: \$515 w/county car usage or \$1,415 w/o county car usage.

Approve reappointment of Marge Fagerstrom as a committee member, and JoAnn Gray as an alternate committee member, to the Central Minnesota Emergency Medical Services Region Advisory Committee for a two-year term, January 1, 2016-December 31, 2017.

Motion by Commissioner Ludwig to award the first publication of the financial statement, proceedings of the County Board and such other notices as required by law to Franklin Newspapers Inc. dba Pine County Courier at \$7.25 per column inch and the second publication of the financial statement and other such notices to the Hinckley News at \$7.25 per column inch. Second by Commissioner Chaffee. Motion carried 5-0.

At 10:20 a.m. Chair Rossow recessed the County Board meeting and opened the Regional Railroad Authority Annual Meeting.

Pine County Regional Railroad Authority Annual Meeting

Motion by Commissioner Hallan to approve the Railroad Authority officer appointees as follows: Chair: Commissioner Curt Rossow; Vice-Chair: Commissioner Matt Ludwig; Secretary: Administrator David Minke (non-voting); and Treasurer: Auditor/Treasurer Cathy Clemmer (non-voting). Second by Commissioner Mohr: Motion carried 5-0.

There being no business, Commissioner Hallan motioned to adjourn the Regional Railroad Annual Meeting. Second by Commissioner Chaffee. The Regional Railroad Annual Meeting was adjourned at 10:22 a.m.

The County Board meeting reconvened at 10:22 a.m.

Motion by Commissioner Chaffee to accept the Minnesota Department of Human Services Children's Mental Health Respite Care Grant in the amount of \$15,412. Second by Commissioner Hallan. Motion carried 5-0.

Motion by Commissioner Hallan to reappoint the following to the Pine County Extension Committee:

Mary Lange (representing District 3), three-year term, January 1, 2016-December 31, 2018

David Durham (representing District 5), three-year term, January 1, 2016-December 31, 2018

Second by Commissioner Chaffee. Motion carried 5-0.

Motion by Commissioner Hallan to approve Resolution 2016-01 in support of the Association of Minnesota Counties' County Program Aid Proposal for 2016 and authorize Board Chair and County Administrator to sign. Second by Commissioner Mohr. Motion carried 5-0.

Motion by Commissioner Chaffee to approve the Health & Human Services Supervisor (IBEW) Collective Bargaining Agreement proposal for years 2015-2017. Second by Commissioner Ludwig. Motion carried 5-0.

With no further business, Chair Rossow adjourned the county board meeting at 10:55 a.m. The next regular county board meeting is scheduled for January 19, 2016 at 10:00 a.m. at the Board Room, Pine County Courthouse, Pine City, Minnesota.

Curtis R. Rossow, Chair
Board of Commissioners

David J. Minke, County 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). Copies may also be requested from the administrator's office.



PROTECTING, MAINTAINING AND IMPROVING THE HEALTH OF ALL MINNESOTANS

January 8, 2015

David J. Minke, Administrator
Pine County
635 Northridge Drive NW, Suite 200
Pine City, MN 55063

Dear Mr. Minke,

Thank you for your letter regarding the action of the Pine County Board to withdraw from Kanabec-Pine Community Health Board. This letter meets the legal requirement for providing notice to the Minnesota Department of Health regarding Pine County's intent to withdraw from Kanabec-Pine CHB effective December 31, 2016.

As Pine County considers its options for January 2017 and beyond, please keep in mind the statutory requirement for establishing a community health board and the duties of a community health board as outlined in Minnesota Statute 145A. I also strongly encourage your county board to review the position statements in the SCHSAC report "Updating Minnesota's Blueprint for Public Health" (December, 2010).

Staff in the MDH Health Partnership Division are prepared to assist your board and staff in working through the many statutory and administrative details required in a community health board governance transition. I am aware that your regional Public Health Nurse Consultant, Janelle Schroeder, is helping to assist in the process. Please also feel free to contact DeeAnn Finley with any other questions or concerns you may have at deeann.finley@state.mn.us or 651-201-4551.

Thank you again for your letter and your ongoing commitment to the state-local public health partnership. Please ask the Pine County and Kanabec-Pine CHB leadership to keep us involved as they begin the process of reimagining their public health futures.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward P. Ehlinger", written over a white background.

Edward P. Ehlinger, M.D., M.S.P.H.
Commissioner
P.O. Box 64975
St. Paul, MN 55164-0975

ECC: Commissioner Stephan Hallan, Pine County Board of Commissioner Chair, Wendy Thompson, Kanabec-Pine CHB CHS Administrator, Janelle Schroeder, MDH Public Health Nurse Consultant

V.

Time: 9:30 Monday, December 14, 2015

Place: ECRL Headquarters

Present: Board Members – Raisanen, James (Aitkin); Hommes, Linda (Aitkin); Niemi, Don (Aitkin) McMahon, George (Chisago); Schlumbohm, William (Chisago); Lee, Karen (Isanti); Warring, Mike (Isanti); Kruschel, Barbara (Isanti); Anderson, Gene (Kanabec); Arseneau Lee, Lise (Kanabec); Kramersmeier, Charlotte (Mille Lacs); Reynolds, Genny (Mille Lacs); Sauer, Tom (Mille Lacs); Goddard, Carol (Pine); Chaffee, Steve (Pine); Scholin, Judy (Pine)

Staff: Misselt, Barbara (Director, ECRL); Anderson, Shelly (Finance & Administrator Mgr., ECRL); Carlson, Marlys (Office Clerk/Recorder, ECRL)

Absent Board Members: Byrne, Richard (Chisago); Jensen, Robert (Kanabec)

Call to Order:

Raisanen called the December 14, 2015 meeting of the East Central Regional Library to order at 9:30 a.m.

Pledge of Allegiance & Introductions

Adopt/Amend Agenda

M/S/P: unanimous

Karen Lee/George McMahon

Period for Public Comment

Approve Minutes – 11/9/2015

M/S/P: unanimous

George McMahon/Char Kramersmeier

Bills: November 2015

M/S/P: unanimous

Karen Lee/ Linda Hommes – move to accept November 2015 Bills as presented.

Financial Report

M/S/P: unanimous

Karen Lee/ Carol Goddard - move to accept the November 2015 financial report as presented.

ECRL Administrative Reports

A. Director's Organizational Report

Misselt:

I worked the annual Association of MN Counties conference on December 8th.

Regarding the Personnel Report, we received another retirement notice— Mary Beth Woodrow from Aitkin. She has served ECRL for 25 years.

Eunice Boeringa, President of the Friends of the Onamia Library is also retiring. Kirsten Vaughn has been promoted and is the Branch Librarian I in Hinckley. Tim Olson has assumed responsibility for the Isanti Outreach site.

McMahon asks Misselt about the Senate Bonding Committee Meeting that was here. Misselt reported that the City of Cambridge hosted the meeting and made presentations about their requests for HWY 95 and the library project. MLA Lobbyist Elaine Keefe made presentation about the library construction program request. It seemed that the committee members understand the need for bonding money for libraries.

Informational / Discussion

B: Branch Highlights

Lydon submitted branch highlights for Board packet. Misselt asks members if they have any questions. States that Carla has made headway with hiring.

Other Reports

Legacy Committee - informational

Kramersmeier: We had a very interesting meeting. The total amount of funds received for FY 2016-2017 was less than previous biennium, so priorities were set. We allocated money for the Summer Reading Program and Once Upon a Reader with priority. Bus trips under consideration are not going to be possible.

Old Business:

Microfilm reader/printer transfer – Action

Misselt - Recommends approving the transfer of microfilm reader/printer to the North Chisago Historical Society in Rush City.

M/S/P

George McMahon, Don Niemi

No recommendation regarding the request for the microfilm that was also at Rush City. At this time it is available at the Headquarters location. ECRL staff is conferring with the Minnesota Historical Society on how best to ensure the information is preserved.

New Business:

2016 Branch Calendar

M/S/P George McMahon/Char Kramersmeier – move to approve 2016 closed and holiday hours.

2016 Salary Schedule

Two percent salary increase adjustment for all employees for 2016.

M/S/P

Genny Reynolds/ Karen Lee - motion to approve salary increase.

2016 Job descriptions and authorization, HR and Marketing

Misselt: This is also in the budget. Discussion

M/S/P

Karen Lee/ Tom Sauer - motion to accept job descriptions and authorize hiring.

Trustee Issues:

Election of 2016 Officers – Action – Chair James Raisanen

Discussion – Tom Sauer’s term on the Board is up.

New officers for 2016:

Chair: Mike Warring

Vice Chair: Karen Lee

Treasurer: Richard Byrne

Secretary: Barbara Kruschel

Raisanen asked for nominations from the floor. None

M/S/P

George McMahon/ Genny Reynolds approve election of slate of 2016 Officers.

Legislative matters - Informational

Other: discussion on status of each county's approval of their county budgets. All counties approved budgets include requested amount for library support.

Misselt: Thanks Tom Sauer for his three years of service, thank you also to Jim Raisanen for his service as Chair. (Pictures were taken for the News Letter.)

Future Agenda

No suggestions

Motion to Adjourn:

Time: 11:30

M/S/P: unanimous

Judy Scholin/ William Schlumbohm

Marlys Carlson, Recorder

Robert Jensen, Secretary (absent at December meeting)



AGENDA REQUEST FORM

Date of Meeting: January 19, 2016

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

Agenda Item: December, 2015 Cash Balance

Department: Auditor-Treasurer

Department Head signature

Background information on Item:

December, 2015 Cash Balance

Action Requested:

Financial Impact:

CATHYJ
1/13/16 10:47AM

***** Pine County *****

TREASURER'S CASH TRIAL BALANCE

As of 12/2015



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
1	General Revenue Fund			
	3,861,974.35			
	Receipts	1,373,978.44	7,174,445.26	
	Disbursements	488,606.57-	5,771,586.55-	
	Payroll	753,813.35-	9,759,594.75-	
	Journal Entries	699,295.76	10,123,980.78	
	Fund Total	830,854.28	1,767,244.73	5,429,219.08
12	Health & Human Services	420	H&Hs-Income Maintenance	
	2,016,008.86			
	Receipts	72,065.37	1,484,118.31	
	Disbursements	55,502.74-	698,080.58-	
	Payroll	147,883.36-	1,905,242.01-	
	Journal Entries	42,915.78	1,308,349.34	
	Dept Total	88,204.95-	188,145.06	2,204,154.92
12	Health & Human Services	430	H&Hs-Social Services	
	1,961,233.98-			
	Receipts	105,886.24	2,523,624.14	
	Disbursements	22,537.20-	309,816.17-	
	SSIS	259,088.54-	2,414,728.12-	
	Payroll	154,330.90-	1,848,081.87-	
	Journal Entries	51,781.08	2,244,000.56	
	Dept Total	278,289.32-	194,998.54	1,766,235.44-
12	Health & Human Services	440	Childrens Collaborative (H&Hs)	
	0.00			
	Dept Total	0.00	0.00	0.00
12	Health & Human Services	481	Nursing-Community Health (H&Hs)	
	188,681.36			
	Receipts	12,600.79	1,069,672.77	
	Disbursements	10,546.00-	544,518.40-	
	Payroll	67,983.56-	827,864.16-	
	Journal Entries	2.12-	349,466.19	

HHS -
763,535.59

CATHYJ
1/13/16 10:47AM

***** Pine County *****

TREASURER'S CASH TRIAL BALANCE

As of 12/2015



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Dept Total		85,930.89-	46,956.40	235,637.76
Fund Total	243,457.24	432,425.16-	430,100.00	673,557.24
 13 Road & Bridge Fund	 1,571,228.77			
Receipts		221,429.95	9,591,746.37	
Disbursements		597,758.36-	9,460,186.83-	
Payroll		153,103.47-	1,975,139.64-	
Journal Entries		2,055.00-	1,492,625.24	
Fund Total		531,486.88-	350,954.86-	1,220,273.91
 14 Ditch Maintenance (Sr) Fund	 12,031.51			
Journal Entries		0.00	1,261.03-	
Fund Total		0.00	1,261.03-	10,770.48
 20 County-Wide Rehab (Sr) Fund	 189.13			
Receipts		0.00	0.12	
Journal Entries		0.00	0.12	
Fund Total		0.00	0.24	189.37
 21 800 MHz Project Fund	 0.00			
Fund Total		0.00	0.00	0.00
 22 Land Management Fund	 2,089,547.86			
Receipts		24,358.96	2,070,027.53	
Disbursements		11,063.11-	80,037.79-	
Payroll		7,603.71-	94,716.33-	
Journal Entries		1,765,902.64-	3,026,828.76-	

CATHYJ
1/13/16 10:47AM

***** Pine County *****

TREASURER'S CASH TRIAL BALANCE

As of 12/2015



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Fund Total		1,760,210.50-	1,131,555.35-	957,992.51
 29 Children's Collab (H&Hs) Agency Fund	440	Childrens Collaborative (H&Hs)		
	58,312.24			
Receipts		0.00	65,928.00	
Disbursements		52,199.01-	113,060.01-	
Journal Entries		33.09	229.70	
Dept Total		52,165.92-	46,902.31-	11,409.93
Fund Total	58,312.24	52,165.92-	46,902.31-	11,409.93
 35 2004 Street Reconstruct Bond Fund	0.00			
Fund Total		0.00	0.00	0.00
 37 County Railroad Authority	5,043.78			
Receipts		0.00	993.34	
Disbursements		0.00	545.78-	
Journal Entries		0.00	299.85	
Fund Total		0.00	747.41	5,791.19
 38 Building Fund	7,303.52			
Disbursements		0.00	3,650.00-	
Journal Entries		0.00	83,096.97	
Fund Total		0.00	79,446.97	86,750.49
 39 2005A G.O. Jail Bonds	993,252.24			
Receipts		13,437.99	29,734.04	
Disbursements		1,650.00-	1,217,461.26-	
Journal Entries		0.00	1,273,557.27	

CATHYJ
1/13/16 10:47AM

***** Pine County *****

TREASURER'S CASH TRIAL BALANCE

As of 12/2015



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Fund Total		11,787.99	85,830.05	1,079,082.29
40 2012 G.O. Courthouse Bonds	836,470.66			
Receipts		10,399.01	20,758.08	
Disbursements		1,650.00-	937,000.00-	
Journal Entries		0.00	985,800.63	
Fund Total		8,749.01	69,558.71	906,029.37
41 2005 Hra Bonds	0.00			
Fund Total		0.00	0.00	0.00
76 Group Health Ins Fund 5/1/95 (Gen)	712,304.76-			
Receipts		247,106.83	2,987,945.97	
Disbursements		292,150.90-	2,969,261.38-	
Journal Entries		4,208.00	51,336.00	
Fund Total		40,836.07-	70,020.59	642,284.17-
80 County Collections Agency Fund	19,014.47			
Receipts		9,396.74	578,900.16	
Disbursements		8,199.60-	578,419.22-	
Journal Entries		1,562.73	2,484.23	
Fund Total		2,759.87	2,965.17	21,979.64
82 Taxes And Penalties Agency Fund	963,797.96			
Receipts		593,745.91	34,999,498.72	
Disbursements		10,665.84-	19,931,992.78-	
Journal Entries		1,062,009.22	14,170,376.48-	

CATHYJ
1/13/16 10:47AM

***** Pine County *****

TREASURER'S CASH TRIAL BALANCE

As of 12/2015



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Fund Total		1,645,089.29	897,129.46	1,860,927.42
84 East Central Drug Task Force Agency Fur	103,203.39			
Receipts		477.00	161,777.79	
Disbursements		0.00	166,137.38-	
Journal Entries		6.17-	645.77-	
Fund Total		470.83	5,005.36-	98,198.03
89 H & Hs Collections Agency Fund	801	Non-Departmental		
	6,368.21			
Receipts		136,914.19	1,016,210.91	
Disbursements		7,510.78-	225,624.57-	
Journal Entries		95,028.57-	718,386.13-	
Dept Total		34,374.84	72,200.21	78,588.42
Fund Total	6,368.21	34,374.84	72,200.21	78,588.42
All Funds	9,858,890.57			
Receipts		2,821,797.42	63,775,381.51	
Disbursements		1,560,040.11-	43,008,378.70-	
SSIS		259,088.54-	2,414,728.12-	
Payroll		1,284,518.35-	16,410,438.77-	
Journal Entries		1,188.84-	2,271.29-	
Total		283,038.42-	1,939,564.63	11,798,455.20

TREASURER'S CASH TRIAL BALANCE COMPARISON

FUND	December 31, 2014 BALANCE	December 31, 2015 BALANCE	DIFFERENCE
1 - GENERAL	3,661,974.35	5,429,219.08	1,767,244.73
12 - H&HS	308,137.69	763,535.59	455,397.90
13 - ROAD & BRIDGE	1,571,228.77	1,220,273.91	(350,954.86)
22 - LAND	2,089,547.86	957,992.51	(1,131,555.35)
TOTAL (incl non-major funds)	\$9,858,890.57	\$11,798,455.20	1,939,564.63



AGENDA REQUEST FORM

Date of Meeting: January 19, 2016

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

Agenda Item: Application for Abatement

Department: Auditor-Treasurer

Department Head signature

Background information on Item:

Carly Storebo, 4582 Main St, Bruno, MN, PID 36.5093.000, pay 2015

Action Requested:

Financial Impact:

Application for Local-Option Disaster Abatements and Credits

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

County of: PINE

Abatement # ABL

For Taxes Levied In: 2015

And Payable In: 2015

Applicant information. Please type or print.

Name <u>Carly Storvebo</u>		Social Security number <u>on file</u>	
Mailing address (largest address) <u>Po Box 5</u>		City <u>BRUNO</u>	State <u>MN</u> Zip <u>55702</u>
Telephone (work) <u>(763) 211-5351</u>		Telephone (home) <u>(320) 838-3842</u>	
Property I.D. or Parcel number (found on your property tax statement) <u>36.5093.000</u>		School District number <u># 2580</u>	
Address of damaged property (if different from mailing address) <u>458- Main St Bruno MN 55702</u>			
Legal description of property (found on your property tax statement) <u>Part of Block 17 + vacated Elm St Townsite of BRUNO</u>			
Is the property homesteaded? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		How many months was the property unable to be occupied or used? Date you left property: <u>7-28-14</u> Date you returned to property: <u>not yet as of 12/31/14</u>	
Is the property located in a county designated as a disaster or emergency area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

A fire burnt down our building
Total loss

DEC 12 2014

Signature of property owner: By signing below, I certify, to the best of my knowledge, the above statements are true and correct.

Signature [Signature] Date 12/11/14



AGENDA REQUEST FORM

Date of Meeting: January 19, 2016

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

Agenda Item: Application for Exempt Permit

Department: Auditor-Treasurer

Department Head signature

Background information on Item:

Application for Exempt Permit for the Finlayson Giese Sportsmen Club to conduct Minnesota lawful gambling on May 21, 2016 at the Finlayson Giese Sportsmen's Club, 70172 Norway Spruce Rd, Finlayson, MN (Pine Lake Twp).

Action Requested:

Financial Impact:

MINNESOTA LAWFUL GAMBLING
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 raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: FINLAYSON GIESE SPORTSMEN CLUB Previous Gambling Permit Number: X-03623-15-014

Minnesota Tax ID Number, if any: 7817580 Federal Employer ID Number (FEIN), if any: 41-1749326

Mailing Address: PO BOX 18

City: FINLAYSON State: MN Zip: 55735 County: PINE

Name of Chief Executive Officer (CEO): GEORGE SLAMA

Daytime Phone: (320) 233-6035 Email: DENBARB@FRONTIERNET.NET

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

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

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

A current calendar year Certificate of Good Standing
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division Secretary of State website, phone numbers:
 60 Empire Drive, Suite 100 www.sos.state.mn.us
 St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767

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 toll free at 1-877-829-5500.

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:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): FINLAYSON GIESE SPORTSMEN'S CLUB

Address (do not use P.O. box): 70172 NORWAY SPRUCE ROAD

City or Township: FINLAYSON Zip: 55735 County: PINE

Date(s) of activity (for raffles, indicate the date of the drawing): MAY 21, 2016

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

Bingo* Paddiewheels* Pull-Tabs* Tipboards*

Raffle (total value of raffle prizes awarded for the calendar year: \$ 4,000.00)

* **Gambling equipment** for bingo paper, paddiewheels, 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.mn.gov/gcb and click on **Distributors** under **List of Licensees**, or call 651-539-1900.

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> 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).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input checked="" type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: <u>PINE</u></p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p>
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	
<p>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 Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>	

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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: George Slarna Date: 1-11-16
(Signature must be CEO's signature; designee may not sign)

Print Name: George Slarna

<p>REQUIREMENTS</p> <p>Complete a separate application for:</p> <ul style="list-style-type: none"> • all gambling conducted on two or more consecutive days, or • all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p>MAIL APPLICATION AND ATTACHMENTS</p> <p>Mail application with:</p> <ul style="list-style-type: none"> _____ a copy of your proof of nonprofit status, and _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota. <p>To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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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.

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

Office of the Minnesota Secretary of State
Minnesota Nonprofit Corporation/Annual Renewal
Minnesota Statutes, Section 5.34



Annual Renewal Year: **2016**

Annual Renewal Filing Date: **1/2/2016**

Nonprofit Corporation Name: **Finlayson-Giese Sportsmen, Inc.**

Original Filing Number: **G-622**

Home Jurisdiction: **Minnesota**

Filing Party Information:

Party Type:	Name:	Address:
Registered Office Address		Finlayson MN 55735
President	George Slama	2307 Highway 18 Finlayson MN 55735



AGENDA REQUEST FORM

Date of Meeting: January 19, 2016

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

Agenda Item: 2015 Budget Adjustments

Department: Auditor-Treasurer

Department Head signature

Background information on Item:

2015 Budget Adjustments

Action Requested:

Approval

Financial Impact:

2015 Budget Adjustments - 1-19-2016

Law Library Dept 020

01.020.5510	4,100	Law Library Fees	from \$21,500 to \$25,600
01.020.6263	1,000	Pro & Tech Services	from \$7,500 to \$8,400
01.020.6452	3,100	Books, Materials, etc	from \$13,900 to \$17,000

IT Dept 061

01.061.5860	15,000	Refunds & Reimb	from \$5,000 to \$20,000
01.061.6660	15,000	Equip & Furniature	from \$115,000 to \$130,000

Sheriff Dept 201

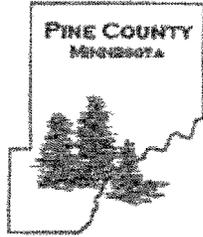
01.201.5751	25,000	Gifts & Contributions	from \$90,000 to \$115,000
01.201.6107	25,000	Overtime	from \$150,000 to \$175,000

Cross Dept Transfers - General Fund

01.391.6103	(12,829)	SW Salaries	from \$39,895 to \$27,066
01.107.6803	10,700	Zoning Program Exp	from \$33,501 to \$44,201
01.107.6241	2,129	Zoning Training	from \$1,000 to \$3,129
01.105.6379	(4,000)	Assessor Tax Court	from \$4,000 to \$0
01.107.6163	2,000	Zoning PERA	from \$1,901 to \$3,901
01.107.6334	2,000	Zoning Mileage	from \$1,000 to \$3,000
01.105.6202	(2,000)	Assessor Postage	from \$2,800 to \$800
01.107.6163	2,000	Zoning FICA	from \$3,901 to \$5,901

Land Fund 22

22.703.5883	1,100,000	FF Property	from zero to \$32,925
22.703.6906	700,000	Apport to Other Govts	from \$300,000 to \$1,000,000
22.703.6940	400,000	Intergov't Pymts	from \$300,000 to \$700,000



AGENDA REQUEST FORM

Date of Meeting: January 19, 2016

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

Agenda Item: Cancellation of 2013 Outstanding Warrants

Department: Auditor-Treasurer

Department Head signature

Background information on Item:

Cancellation of 2013 Outstanding Warrants

Action Requested:

Financial Impact:

2013 Outstanding Warrants

FRANSEN BANK

<u>Warrant Number</u>	<u>Date</u>	<u>Name/Address</u>	<u>Amount</u>	<u>Fund</u>
26782	1/10/2013	0212811 NCPERS Minnesota	\$64.00	(Payroll) Welfare
55044	6/22/2012	Roger Broz PO Box 319 Sandstone, MN 55072	\$99.90	1.12.1001 Welfare
55116	6/22/2012	Trudy Sullivan 19103 Knob Rd Grasston, MN 55030	\$216.60	1.12.1001 Welfare
55677	9/21/2012	Scott A Lindseth 73485 Maple Rd Finlayson, MN 55735	\$180.00	1.12.1001 Welfare
57154	3/22/2013	Dean Meyer 25 Bianco Dr Duluth, MN 55808	\$6.00	1.12.1001 Welfare
57755	5/24/2013	Channa Moras 10362 Vale St NE Coon Rapids, MN 55433	\$366.85	1.12.1001 Welfare
58904	9/20/2013	Yvonne Schmidt 14718 Birchwood Trl Pine City, MN 55063	\$104.90	1.12.1001 Welfare
58959	10/18/2013	Roger Broz PO Box 319 Sandstone, MN 55072	\$104.90	1.12.1001 Welfare
59240	11/22/2013	Julie Gallus 27782 St Croix Rd Pine City, MN 55063	\$93.80	1.12.1001 Welfare
95968	3/15/2013	DCA Title 2780 Snelling Ave N. #302 Roseville, MN 55113	\$31.17	82.000.2153 T&P

96006	3/22/2013	Vision Property Management LLC Attn. Veronica Calvage PO Box 488 Columbia, SC 29202	\$3.00	01.101.5608 Revenue	
96382	4/26/2013	Alan Overland 39300 Hillstreet Rd Sturgeon Lake, MN 55783	\$73.73	01.602.6111 01.602.6334 Revenue	\$50.00 \$23.73
96738	5/31/2013	William Lee Bassett 28980 Old Town Road Chisago City, MN 55013	\$5.00	01.255.5517 Revenue	
97365	7/12/2013	Mission Creek Company LLC c/o Hansen, McCann & O'Connor 14450 S Robert Trail Rosemount, MN 55068	\$1,622.98	82.000.2153 T&P	
98285	10/4/2013	Allen D Robinson 18 Cypress Dr Duluth, MN 55810	\$6.00	82.000.2153 T&P	
98585	10/25/2013	Jennifer Nielson 450 75th Ave NE #11 Fridley, MN 55432	\$12.78	82.000.2150 T&P	
98694	11/1/2013	Robert Forseen & Terry Struss 1470 Hilltop Rd Mount Pleasant, IA 52641	\$12.08	82.000.2150 T&P	
99499	12/27/2013	Jeffrey or Lisa Lund 26690 Finley Ave Wyoming, MN 55092	\$19.46	82.000.2150 T&P	



AGENDA REQUEST FORM

Date of Meeting: January 19, 2016

- County Board**
 - Consent Agenda**
 - Regular Agenda** 5 mins. ___ 10 mins. ___ 15 mins. ___ Other ___
- Personnel Committee**
- Other** _____

Agenda Item: 2016 Waste Hauler Licenses

Department: Land Services



Department Head signature

Background information on Item:

Section V, Subd. 3 of the Pine County Solid Waste Ordinance states that “No person shall collect or transport solid waste for hire without first obtaining a license from the County Board.”

The following businesses have met the requirements of the ordinance and applied for a Waste Hauler License for 2016:

- East Central Sanitation
- Jim’s Mille Lacs Disposal
- Matt’s Sanitation
- Mike’s Sanitation
- Veit Disposal Systems
- LePage & Sons, Inc
- Jones Construction
- Mille Lacs Band of Ojibwe
- Ron’s Roll Offs
- Curt’s Roll Offs

Action Requested:

Authorize the County Board chair to sign the 2016 licenses.

Financial Impact:

Any expenses relating to the regulation and licensing of the waste haulers are covered by the licensing fee of \$200.



AGENDA REQUEST FORM

Date of Meeting: January 19, 2015

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

Agenda Item: Donation-K9 unit

Department: Sheriff

Department Head signature

Background information on Item:

A donation for the K-9 unit was received.

Action Requested:

Acknowledge a donation to the Sheriff's Office K-9 Unit from the New Horizon's Thrift Store in the amount of \$2,500.00.

Financial Impact:



AGENDA REQUEST FORM

Date of Meeting: January 19, 2015

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

Agenda Item: Donation-K9 unit

Department: Sheriff

Department Head signature

Background information on Item:

A donation for the K-9 unit was received.

Action Requested:

Acknowledge a donation to the Sheriff's Office K-9 Unit from Sebald Motors of Askov in the amount of \$100.00.

Financial Impact:



AGENDA REQUEST FORM

Date of Meeting: January 19, 2015

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

Agenda Item: Donation-K9 unit

Department: Sheriff

Paul D. Wideman *Chief Deputy*
Department Head signature

Background information on Item:

A donation for the K-9 unit was received.

Action Requested:

Acknowledge a donation to the Sheriff's Office K-9 Unit from Lee's Pro Shop of Pine City in the amount of \$100.00.

Financial Impact:



AGENDA REQUEST FORM

Date of Meeting: _____

- County Board**
 - Consent Agenda
 - Regular Agenda 5 mins. x 10 mins. 15 mins. Other
- Personnel Committee
- Other _____

Agenda Item: East Central Regional Library Board of Trustees Reappointment

Department: Administration



 Department Head Signature

Background information on Item:

The ECRL Board of Trustees is comprised of 18 members, three from each signatory county. Of those three, one is a Commissioner, the other two are citizen appointees. Each year, one of the three is up for appointment. The term of appointment is three years. Any individual may serve a maximum of three full terms. (They may also have completed an unexpired term of another person.)

This year, the term of Judy Scholin is up for reappointment. This will be her first term. Her initial appointment fulfilled the unexpired term of another individual.

Action Requested:

Approve reappointment of Judy Scholin as a citizen trustee on the East Central Regional Library Board for her first three-year term, January 1, 2016 through December 31, 2018.

Financial Impact:



AGENDA REQUEST FORM

Date of Meeting: January 19, 2016

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

Agenda Item: Agreement for Prosecution Services - City of Pine City

Department: County Attorney

[Signature]
Department Head signature

Background information on Item:

The Pine County Attorney's Office entered into an agreement with the City of Pine City for prosecutorial services beginning in 2015. This is the Agreement between the City of Pine City and the County Attorney's Office for the year 2016. The Agreement is mutually beneficial to the City of Pine City and the County.

Action Requested:

Review and approval by County Board

Financial Impact:

The terms of the Agreement are that the City will pay to the County Attorney's Office \$11,000.00 for the 2016 year, one-half due May 15 and one-half due October 15 of the contract year.

AGREEMENT FOR PROSECUTION SERVICES

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

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

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

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

1. TERM AND COST OF THE AGREEMENT

- a. The County will provide the City with the prosecution services above-referenced for cases that occur within the jurisdiction of the City beginning January 1, 2016. This Agreement will continue for the calendar year 2016. Any Agreement for prosecution services for future years will be finalized by November 1 of the year before such service is to commence. If such an Agreement is not reached, this Agreement will expire on January 1 of the following year.
- b. Beginning January 1, 2016, the City will pay \$11,000.00 to the County, said money to be used to fulfill this Agreement, including the payment of the salary, benefits, and other costs incurred by the County in performance of its obligations for calendar year 2016. The City will pay the County one-half on May 15 of each contract year, and one-half on October 15 of each contract year.
- c. The County will provide all prosecution services, administrative services, overhead, secretary and paralegal support in fulfilling its obligations under and for

the term of this Agreement. The City will forward all law enforcement files to the County at no charge to the County.

2. **MODIFICATION**

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

3. **TERMINATION OF AGREEMENT**

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

4. **INTEGRATION**

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

5. **SERVICES SPECIFICALLY EXCLUDED**

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

6. **PROSECUTORIAL DISCRETION**

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

7. **RELEASE AND INDEMNIFICATION**

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

8. **DATA PRACTICES**

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

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

Dated: October 7, 2015

CITY OF PINE CITY

By: Carl Pederson
Carl Pederson, Mayor

Attest: Kenneth J. Cammilleri
Ken Cammilleri
City Administrator

Dated: _____

COUNTY OF PINE

By: _____
Stephen M. Hallan, Chair
Pine County Board

By: _____
Cathy J. Clemmer
County Auditor

Dated: _____

PINE COUNTY ATTORNEY

By: _____
Reese Frederickson
County Attorney

City Council Minutes

October 7, 2015

In attendance: Councilor Mary Kay Sloan, Councilor Brian Scholin, Mayor Carl Pederson, Councilor Steve Ovick, Administrator Ken Cammilleri, Community Development Director Nathan Johnson, Liquor Operations Manager Lara Smetana, Public Works Director Maury Montbriand, Public Works Administrative Assistant Lisa Dunbar

The Mayor called the meeting to order at approximately 6:30 p.m. and led the Council in the Pledge of Allegiance.

Cammilleri brought forth an addition to the agenda, replacement of cooler fixtures and LED lighting at Voyageur Bottle Shop due to a program timeframe from East Central Energy has. It was added to the agenda under Liquor Store, as Item C.3, by unanimous consent.

Meetings/Calendar Changes

The Council discussed upcoming meetings and additions to the calendar. They proposed Oct. 26 at 6:30 p.m. for a special meeting to discuss the budget and a public hearing for account write-offs. Also, they added an ordinance review committee meeting for Oct. 27 at 10:30 a.m., and a fire committee meeting during the week of the 19th. Nov. 5, Nov. 17 and Nov. 30, at 6:30 p.m., there will be additional budget meetings.

Consent Items

Ovick moved to approve items A-D in the consent agenda, approval of bills, the Pine County Fines Report for July and August, 2015, approval of the finance report and approval of the minutes of the June 3, June 24, and July 1, 2015 Regular Council Meetings. Scholin seconded and the motion carried all ayes.

Open Forum

No one was present for the open forum.

Sheriff's Report

Deputy Nygard was present to report on behalf of the Sheriff's Department. He stated that September was a busy month with a motorcycle-automobile collision due to driving while intoxicated, resulting in injury, a methamphetamine arrest, as well as some domestic disputes. October is busy thus far, as well, he said. The Department is seeing more adult abuse situations. Traffic stops were the highest occurrence, with 36 of them. Scholin asked if there is anything in the works about enforcement of motorists driving on the bicycle trail. Deputy Nygard was not aware of it but will be on lookout for it.

Administration

Sloan made a motion to approve Resolution #15-41, designating official signers at Spire Credit Union. The motion was seconded by Ovick and on a rollcall vote it carried 5-0, with Sloan, Ovick, Scholin and Pederson voting in favor and none voting against.

The Council considered a recommended prepaid expense list. Cammilleri said that anything not on the list would be held for payment until after the Council approved the expenditures at their next meeting. Most items are for regularly-occurring bills. Dunbar asked that we add postage for billing for utility bills.

Sloan made a motion, seconded by Ovick, to adopt the list with the changes—adding the postage, and preapproved projects that are time sensitive. The motion carried unanimously.

Fire Contract Billing

Scholin made a motion, seconded by Sloan to write-off \$592.00 and review the new contracts going forward. The motion carried unanimously.

Building Inspector Contracts

Cammilleri went over a memorandum he prepared for the Council for their packet.

Sloan made a motion to approve the service contracts for building inspection services, seconded by Mayor Pederson. The motion carried unanimously.

County Prosecution Services

Cammilleri went over the prosecution services contract. He said, regardless of an indemnification clause, he thinks the County will maintain a certain level of liability.

Ovick moved that the City approved the agreement for prosecution services for the 2016 calendar year. Sloan seconded and the motion carried all ayes.

Job Descriptions

Cammilleri said that in 2014 the City underwent an effort to update job descriptions. The Mayor said he reviewed the job descriptions and they looked consistent with duties. Jo Musel Par asked if there were other descriptions left out of this. Cammilleri said that he would have one, the treasurer, but it wasn't ready. Cammilleri is looking to add a third administrative assistant to staff in the administrative office. The other proposal is to add a treasurer more as an administrative role, shifting the position outside of the union and add the new administrative assistant position to the union, resulting in no net effect on the number of union positions.

Scholin made a motion that the City approve the job descriptions as presented and submit them to the union for review. Sloan seconded, and the motion carried all ayes.

Job Description and Salary Range for Administrative Assistant Position

Cammilleri said that the salary range for the position is yet to be determined.

Wellhead Protection Phase II

Montbriand explained his staff report.

Scholin made a motion to approve staff's recommendation to contract with Bayerl Water Resources at an amount not to exceed \$11,125.00 plus \$681.00 for the public hearing and \$841.00 for each additional meeting, to perform a Phase II of the Wellhead Protection Planning Services for Mixed Moderate and High Vulnerability DSWMA. The motion was seconded by Ovick and it carried unanimously.

Locator Equipment

Montbriand gave justification for needing new locator equipment. Scholin said that by waiting to purchase one the technology may improve and the item could be offered at a reduced rate.

Sloan made a motion to purchase one locator this year from HD Supply Waterworks. Scholin seconded, and the motion carried unanimously.

Liquor Operations

Smetana went over the monthly receipts record and the monthly income report. She said September was a good month and a high beer sales month. The mayor had a question about the monthly summary lines and Smetana went over them.

The add-on item Smetana went over. She explained her staff report, saying that the cooler door fixtures and lights have been in disrepair for some time. The lights have been burned out since the doors were upgraded a few years ago. Border States, a vendor, showed a price not to exceed \$5,000.00.

Ovick made a motion to approve the replacement of fixtures with the LED lights in an amount of up to \$5,000, and apply for the rebate through East Central Energy before Nov. 1, 2015. Scholin seconded, and the motion carried unanimously.

Basketball Court Development

Cammilleri updated the Council on the status of a five-year-old grant for the development of a basketball court. The Parks and Recreation Committee is recommending that the City proceed with the project and determine the funding before commencing the work. Noise and other unwanted activity were discussed as a result of this development.

Ovick made a motion to move forward with the basketball court updates. Mayor Pederson seconded. The motion carried all ayes.

Federal Excess Equipment for the Fire Department

The Mayor spoke in favor of a program for federal excess equipment. Scholin cautioned that there could be a great expense to getting the equipment useable. The two pieces of equipment the Department is looking to replace are a 1982 F250 and a 1950 ¾-ton military Jeep. Cammilleri suggested this item be tabled until the fire chief could be present. Sloan asked that it go to the Fire Committee.

Minnesota DNR Contract

Cammilleri gave background and justification on the City becoming a contractor beyond its current cooperative arrangement with the Minnesota Department of Natural Resources. Staff is recommending the Council explore further the options of becoming a contractor. The Council tabled this item as well, to have it go to Fire Committee first.

Acceptance of Donations from Fire Safety Council

Sloan made a motion, seconded by Mayor Pederson, to accept the donations and place a thank you ad. The motion carried unanimously.

Establishment of New Bike Route

Mayor Pederson made a motion to decommission the 7th Street Bike Route and establish a new route, Option 1 along 4th Street SE. Scholin Seconded and the motion carried all ayes.

Updates/Miscellaneous

The Mayor called a special meeting for the next EDA meeting so Councilors can be present at the meeting.

Ken Cammilleri received an email from Larry Fredlund of LSF Design that they have a draft study almost complete.

AEM has decided to place a new bookkeeper in Pine City.

The mayor attended the FirstLight Clinic's addition grand opening. Today, he also met with State Rep. Jason Rarick.

For the next meeting, the Mayor says he will distribute a PowerPoint for strategic planning.

The meeting adjourned at 8:35 p.m. by unanimous consent.



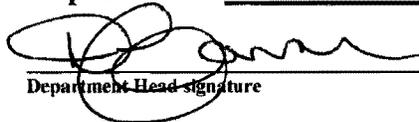
AGENDA REQUEST FORM

Date of Meeting: January 19, 2016

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

Agenda Item: PT Dispatcher

Department: Pine County Sheriff's Office


 Department Head signature

Background information on Item:

Effective January 11th, 2016, Cassandra Palmer has accepted a PT Dispatch position.

As of January 11th, 2016, Pine County Dispatch holds 7 full time and 2 part time positions. There are still two vacated PT positions available.

Action Requested:

The Pine County Sheriff's Office/Dispatch Center asks the County Board to approve the filling of one PT Dispatcher position.

Financial Impact:

This position is budgeted for 2016. Cassandra's starting wage is \$17.11 per hour, B23.



AGENDA REQUEST FORM

Date of Meeting: 01/19/2016

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

Agenda Item: Authorize hiring of staff in HHS

Department: HHS

Rebecca FOS
Department Head signature

Background information on Item:

HHS received approval to backfill two nurse positions in Public Health, which were vacant due to the resignation of Mickey vanVleet and Erin Mans. The positions have been offered to Jessica Fehlen, RN, and Sarah Oswald, PHN. Jessica will begin her duties at HHS effective 1/20/2016. Sarah will begin her duties at HHS effective February 8, 2016. Due to their experience and education, both nurses have been offered a Step 3 salary (\$23.21/hour).

Social worker interviews were held at the end of December for the two vacant social worker positions- Board approval was previously received to fill these positions. Damien Louis was offered and accepted the Children's Mental Health Social Worker position at \$21.97/hour- a Step 2 salary (based on education and experience). He can begin his duties on January 29, 2016. The other Social Worker position was offered and accepted by Andrea Wiener at a Step 1 salary (\$20.74/hour). She can begin on January 20, 2016. Andrea will work in the Adult and Disabilities Unit, covering a Developmental Disabilities caseload. The case management revenues earned will cover the cost of her position.

Action Requested:

Approve the hiring of Jessica Fehlen, RN, and Sarah Oswald, PHN, effective 1/20/2016 and 2/8/2016, respectively. Approve the hiring of Social Worker Damien Louis effective 1/29/2016. Approve the hiring of Social Worker Andrea Wiener effective 1/20/2016.

Financial Impact:

All positions have been budgeted in either the HHS budget or the Kanabec-Pine Community Health budget.



AGENDA REQUEST FORM

Date of Meeting: 01/19/2016

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

Agenda Item: Authorize PH Supervisor to attend training

Department: HHS

Rebecca Ross
Department Head signature

Background information on Item:

On January 5, the Pine County Board approved Child Support Supervisor Jodi Blesener's attendance at the Leadership Core Training offered through the MN Department of Human Services. These are one day trainings offered on a monthly basis over a period of six months. The dates of the training are: 2/22/2016, 3/21/2016, 4/18/2016, 5/16/2016, 6/20/2016, and 12/5/2016. Public Health Supervisor Lori Fore has also requested to attend the training. Because the trainings are held in Red Wing, accommodations are necessary. Lodging costs have already been approved and no additional lodging costs are necessary. A county car has been reserved so that the supervisors can take the county car to the training, reducing the overall cost to the County.

Action Requested:

Authorize PH Supervisor Lori Fore to attend Leadership Core Training offered through the MN Department of Human Services.

Financial Impact:

Lodging costs have already been approved. There is no registration fee. A county car has been reserved. Total cost of meals would not exceed \$204. There are funds in the Kanabec-Pine Community Health Budget to cover the cost of the meals and half the cost of lodging (approximately \$255). Total maximum cost would be approximately \$459.



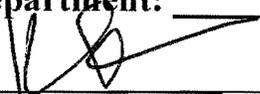
AGENDA REQUEST FORM

Date of Meeting: January 19, 2016

- County Board**
 - Consent Agenda**
 - Regular Agenda** 5 mins. ___ 10 mins. ___ 15 mins. ___ Other ___
- Personnel Committee**
- Other** _____

Agenda Item: Subsurface Sewage Treatment System Certification Course

Department: Land Services



 Department Head signature

Background information on Item:

Pine County must have at least one certified septic inspector to perform inspections of new and replacement systems when they are installed within our jurisdictions. Currently, the Land Services Director is the only certified inspector we have, as the new staff which we hired did not already have the certification. The certification includes five courses through the University of Minnesota. Caleb Anderson, Land & Resources Manager and Joe Sanders, GIS/Environmental Technician have already completed the first two courses.

Action Requested:

Consider Joe Sanders, GIS/Environmental Technician and Caleb Anderson, Land & Resources Manager to attend Basic Design of Onsite Systems February 23-26, 2016 in Grand Rapids, MN.

Financial Impact:

The cost of the course is \$440 per person, \$195 per person for hotel accommodations (\$65/night) up to \$121 in meals per person for the four day training for a total cost of \$756 per person. A county vehicle will be used, so no mileage will be incurred. These costs are within the 2016 Zoning budget for trainings.

MINUTES
of
Pine County Facilities Committee Meeting
Wednesday, January 6, 2016, 9:00 a.m.
Commissioners' Conference Room
Pine County Courthouse, Pine City, Minnesota

Members present: Commissioner Matt Ludwig, Commissioner Josh Mohr

Others Present: County Attorney Reese Frederickson, County Sheriff Jeff Nelson, Lead Maintenance Worker Pete Umbreit, County Administrator David Minke.

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

Motion by Commissioner Mohr to approve the Agenda with the addition of the lease of Sheriff Office space from the City of Hinckley. Second by Commissioner Ludwig. Motion Carried 2-0.

Motion by Commissioner Mohr to approve the Minutes of the December 2, 2015 Facilities Committee meeting. Second by Commissioner Ludwig. Motion carried 2-0.

1. John Wright Building

The committee discussed the John Wright building in Sandstone. The county must provide a 2-year notice to the school district to vacate the building. The county is working on a comprehensive facility plan for Sandstone. It was the consensus of the committee to provide the school district a 2-year notice (prior to April 2018) and to request a meeting to discuss future use of the building.

At this point the county's intent is not to occupy the building, but to consider other options including sale, lease, or demolition.

2. Hinckley Sheriff's Office.

The sheriff's office is currently using space in the old Hinckley fire station and would like to expand the office space to include bay space where the MRAP (Mine Resistant Ambush Protected) vehicle could be parked. The building also includes space for secure evidence storage for vehicles.

Motion by Commissioner Mohr, second by Commissioner Ludwig, to recommend approval of the lease (January 1, 2016-December 31, 2016) in the amount of \$6,000.

3. Sun Shades for Courthouse

The committee discussed the issue of the sun and heat gain on the top floor of the courthouse. Pete to look into pricing for shades for the second floor.

Next meeting February 3, 2016. The meeting will be held at the Sheriff Office in Hinckley.

With no further business the meeting was adjourned at 10:00 a.m.



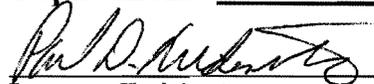
AGENDA REQUEST FORM

Date of Meeting: January 19, 2016

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

Agenda Item: Request for Proposal for Computer System (RFP)

Department: Sheriff

 Chief Deputy
 Department Head signature

Background information on Item:

The Sheriff's Office has been working with the I.T. department to put together an RFP. The RFP relates to a computer system for the Sheriff's Office for records management, jail, CAD. The RFP is ready to be announced/sent out to vendors. During 2015 Sheriff Nelson and I.T supervisor Ryan Findell met with the Technology committee in preparation for this.

Action Requested:

Approve the release of the RFP for the Sheriff's Office records management system.

Financial Impact:

There is no financial impact at this time. The RFP only seeks a response from qualified vendors for the product.

Pine County

Public Safety Software System

Request for Proposals



January 5th, 2016

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ADVERTISEMENT FOR PROPOSALS

Sealed Proposals for the Pine County Public Safety Software Project will be received by Pine County Sheriff's Office until **2:00 PM Local Time on Friday, March 4th, 2016** at which time the Proposals will be opened and publicly read aloud in the Pine County Boardroom.

This is a public project open to all qualified Proposers.

Faxed Proposals will not be accepted.

Each Proposal must be accompanied by a corporate surety bond not less than five percent (5%) of the total base Proposal payable to Pine County Sheriff's Office as a guarantee that if the Proposal is accepted, the Proposer will execute the contract and file the required bonds within ten (10) days after the notice of award.

If awarded the contract, the successful Proposer will be required to furnish a performance bond and labor and materials payment bond. Pine County reserves the right to reject any or all Proposals received and to waive any informalities and irregularities in the Proposal.

PROJECT DESCRIPTION

OVERVIEW AND OBJECTIVE

The Pine County Sheriff's Office provides primary law enforcement services to a growing population of almost 30,000. Overall, the Sheriff's Office requires state-of-the-art technology that is user friendly from the perspective of both data input and data output functions. The system needs to provide consistent and reliable statistics and accurate databases. We have identified areas that are open for improvement from a technology standpoint. The primary goals are responder safety, quicker response times, and more accurate records.

VENDOR QUALIFICATIONS

This form shall be completed and delivered with Proposal response. Response shall also include references and required certifications. Proposers not meeting these requirements will have their Proposal rejected.

In submitting this Proposal and upon award of a contract, I hereby certify that (initial all that apply):

- My company has the required Prior Project Experience: Installation and service and support of public safety software systems.
- My company can provide a minimum of three (3) project references that have a similar scope in Minnesota. References must include contact name, phone number, brief description of project, date of completion, and contract amount.
- My company meets all of the following minimum qualifications in order to be considered qualified to perform this contract. Failure to meet these minimum requirements shall be grounds for disqualification of the Proposer. My company certifies that it:
 - Has at least one (1) full time project manager to manage this project. Proof must be provided before award of contract.
 - Maintains a minimum of 10 staff.
 - Maintains a permanent place of business.
- With this RFP response, my firm has provided documentation verifying the experience including, but not limited to: job description, point of contact, mailing address, telephone number, references for each project, and certifications listed above. And, I understand that failure to provide this documentation may constitute grounds for rejection of response.

By signing this statement, I certify that the information provided above is accurate and will not change during the course of the contract without prior, written approval from Pine County.

Name of Company: _____

Authorized Signature: _____ Date: _____

Title: _____

INSTRUCTIONS TO PROPOSERS

DEFINITIONS

The following terms may be used within this document:

- 4.0.1 Documents: The complete package of Proposal and Contract Requirements, related drawings, schedules, and addenda that make up this Request for Proposal.
- 4.0.2 Work: The provision of products and/or services to meet the requirements specified in these documents.
- 4.0.3 Owner: Refers to Pine County Sheriff's Office.
- 4.0.4 Consultant: Refers to Pine County Sheriff's Office.
- 4.0.5 Project Manager: Refers to Pine County Sheriff's Office.
- 4.0.6 Pine County Sheriff's Office Project Team:
 - 4.0.6.1 911 Coordinator: Denise Baron
 - 4.0.6.2 Chief Deputy: Paul Widenstrom
 - 4.0.6.3 Jail Administrator: Rick Boland
 - 4.0.6.4 Sheriff: Jeff Nelson
- 4.0.7 Proposer: A vendor who is submitting a Proposal for consideration by the Owner and Consultant.
- 4.0.8 Vendor: The Proposer selected by the Owner for a contract to complete the Work.
- 4.0.9 Notice to Proceed: Written notice provided to the Vendor by Pine County authorizing the Vendor to proceed with the Work and establishing the date for completion of the Work.

PRE-BID MEETING & SITE VISIT

- 4.1.1 No Pre-Bid Meeting or Site Visit is expected at this time.
- 4.1.2 Any and all questions related to this bid opportunity will be forwarded to Deb Gray at Deborah.Gray@co.pine.mn.us
- 4.1.3 All questions and answers will be released as an addendum.

PROPOSAL BOND/SECURITY

- 4.2.1 Each Proposal shall be accompanied by a Proposal bond/Security in the sum of not less than 5% of the total Proposal amount made payable to the Owner, conditioned upon the Proposer entering into a contract with the Owner in accordance with the terms of their Proposal. Any bonding company used must be licensed in the State of Minnesota.

- 4.2.2 It is agreed that the Proposal bond/Security will constitute liquidated damages, and not a penalty, for the failure or refusal of the successful Proposer to execute and deliver the contractual documents, in a correct form, within ten (10) days after receipt of the contractual documents.
- 4.2.3 This Proposal bond/Security shall be returned within 90 days after the Proposal opening or, in the event of a successful Proposal, return shall be made after the completion of work or after the proper posting of a performance bond.

INSURANCE

- 4.3.1 The successful Proposer shall purchase and maintain such insurance as will protect it from claims set forth below that may arise out of or result from their operations under the contract, whether the operations be by them or by anyone employed by or contracted by them.
- 4.3.2 The successful Proposer agrees to indemnify and hold the Owner harmless from any and all claims, demands, damages, actions, or causes of action arising or to arise against the Owner by reason of the successful Proposer's performance of the contract.
- 4.3.3 Such insurance shall be acquired for and on behalf of the successful Proposer in protecting them from claims for damages for bodily injuries, including sickness or disease, death, and care and loss of services, as well as from claims for property damages, including loss of use, which may arise from operations under the contract, whether such operations be by the selected Proposer or anyone directly or indirectly employed by them.
- 4.3.4 The successful Proposer is required to carry the following insurance coverage and types at a minimum:
- ◆ Comprehensive General Liability: Coverage shall have minimum limits of \$1,500,000 each occurrence and \$3,000,000 aggregate combined single limit for bodily injury liability and property damage liability. This shall include premises and operations, independent Vendors, products and complete operations, contractual liability, and personal injury liability. This shall be maintained for three (3) years after completion of work if this policy is on a claim made basis.
 - ◆ Business and Auto Liability: Coverage shall have minimum limits of \$1,500,000 per occurrence and \$1,000,000 aggregate combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.
 - ◆ Property Insurance: Coverage shall be all risk and shall be in a broad form basis, including coverage for explosion, collapse, and damage in and around facilities. The coverage also should include off-site and in-transit exposures.

- ◆ Worker's Compensation:
 - ◆ State: Statutory
 - ◆ Applicable Federal: Statutory
 - ◆ Employer's Liability: \$ 500,000 per accident, per employee
\$1,000,000 disease, policy aggregate
\$ 500,000 disease, each employee

- 4.3.4.1 The successful proposer agrees the minimum requirements set forth in Section 4.4.4 bullets one and two shall at all times be in an amount at least equal to the maximum liability of the county under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute, or rule.
- 4.3.5 Professional Liability Insurance in the amount per claim per occurrence equal to a minimum of \$2,000,000, with insurance to be maintained for three (3) years after completion of the work.
- 4.3.6 Certificates shall name the Owner as an additional insured on all liability policies except for professional liability. Prior to the start of work, the successful Proposer shall furnish certificates or adequate proof of the foregoing insurance. Certificates furnished by the successful Proposer shall contain a clause stating, "Owner is to be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the policy." Such notice is to be sent to the Owner's Purchasing Agent.
- 4.3.7 The company providing insurance for the successful Proposer must be licensed to do business in the State of Minnesota and be acceptable to the Owner.
- 4.3.8 The successful Proposer shall be responsible for all losses that fall under any deductibles on required insurance coverage.
- 4.3.9 If sub-vendors are employed, the prime Vendor shall procure and maintain bodily injury and property damage liability insurance for and on behalf of the Proposer for claims and damages arising out of acts of sub-vendors in the same amounts as required for claims and damages arising out of acts of the selected Proposer.

INTERPRETATIONS AND CHANGES BY ADDENDA

- 4.4.1 If any Proposer is in doubt as to the meaning of any part of the Plans or Specifications, s/he may submit written questions to Pine County for an interpretation of that part. It shall be the responsibility of the Proposer to gain a clear and comprehensive understanding of the Proposal documents requirements. It shall be the responsibility of the Proposer to obtain interpretations or clarifications before submitting a Proposal. Any interpretation or change will be made only by addendum numbered, dated, and issued to each Proposer on record of receiving a set of Proposal documents. Pine County Sheriff's Office shall be responsible for any other explanations or interpretations of the documents.

4.4.2

4.4.3 Questions

4.4.3.1 Questions should be sent to:

Deb Gray in the Pine County Administrators Office
Deborah.Gray@co.pine.mn.us
Office: 320-591-1620

4.4.3.2 Questions may not be directed to Owner personnel or any other parties.

4.4.3.3 Requests may be submitted only until date specified in Project Schedule.

4.4.4 No addenda will be issued later than 48 hours prior to the time and date for receipt of Proposals except an addendum postponing or withdrawing the Request for Proposals. This time limit does not include weekends or holidays.

PREPARATION OF PROPOSAL

4.5.1 The Proposer shall submit the Proposal on the furnished forms when applicable. A Proposal containing an alteration or erasure of any price contained in the Proposal, which is used in determining the lowest responsible Proposal, may be rejected unless the alteration or erasure is corrected as herein provided.

4.5.2 An alteration or erasure may be crossed out and the correction printed in ink or typewritten adjacent to it and initialed in ink by the person signing the Proposal. In the event that any price used in determining the lowest responsible Proposal is expressed in both written and numerical form, the written representation shall govern all cases. If the Design and Specifications include alternates, each Proposal shall include each alternate. Proposals that fail to include each alternate may be rejected.

4.5.3 Proposer must submit with her/his Proposal all catalogues, drawings, specifications, descriptive information, and other details of equipment or materials included in their Proposal but not specifically named by manufacturer and model number in this specification, so that the merits of the various designs may be determined by the Consultant. Failure to comply may be cause for rejection.

4.5.4 Proposal must contain the signature of an authorized agent empowered to bind the Proposer in a contract.

INCURRING COSTS

The Pine County Sheriff's Office is not liable for any costs incurred with replying to this Proposal.

PROPOSAL FORMAT AND REQUIRED SUBMITTALS WITH PROPOSAL RESPONSE

4.7.1 Proposals must also be provided in electronic format, including all figures and attachments. For all copies of the response, an electronic version on CD-ROM shall be included along with the printed versions. Acceptable formats include Microsoft Word®, Microsoft Excel®, and Adobe Acrobat® (PDF).

- 4.7.2 All trade secret information must be placed in a separate notebook identified as Trade Secret Information. In the RFP response, a notation is required if the information requested is a trade secret, and the Proposer must refer to the location of the information in the Trade Secret Notebook. However, it should be noted that the Pine County Sheriff's Office is subject to Open Records Law for the State of Minnesota.
- 4.7.3 Responses must indicate present capability.
- 4.7.4 The Proposer must submit with its proposal a detailed description of all requirements for the related required hardware. Information to be submitted may include catalogs, drawings, specifications, descriptive information, and other details as required.
- 4.7.5 Responses that fail to include pricing submittals may be disqualified.
- 4.7.6 Proposals must contain the signature of an authorized agent empowered to bind the Proposer in a contract.
- 4.7.7 The proposal must be submitted in the following format:
- 4.7.7.1 Cover Sheet with company name and the proposal/bid bond.
- 4.7.7.2 Section One - Must contain Vendor Company/corporate information including Section 10 questionnaire.
- 4.7.7.3 Section Two - Must include the following:
- 4.7.7.3.1 The name of designated project manager, as well as that person's experience and qualifications, with emphasis on similar projects.
- 4.7.7.3.2 A list of all other project team members who will be assigned to the project, with qualifications and experience for each.
- 4.7.7.4 Section Three - Must include the proof of required insurance (certificate).
- 4.7.7.5 Section Four - Must include a transmittal letter submitted on the Proposer's official business stationery and signed by an individual authorized to commit the Proposer to the scope of the work proposed. The transmittal letter on the Proposer's official business stationery must include the following:
- ❖ Identification of the Proposer's corporation or other legal entity.
 - ❖ A statement that no attempt has been made, or will be made, by the Proposer to induce any other person or firm to submit or not submit a Proposal.
 - ❖ A statement that the Proposer has received all addenda to the RFP and listing those addenda.
 - ❖ A statement of compliance with affirmative action and equal employment regulations that the Proposer does not discriminate in its employment practices with regard to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, membership or activity in a local commission, public assistance status, or national origin.
 - ❖ A statement that the proposal is guaranteed for a period of six (6) months from the date the proposal is due.

- 4.7.7.6 Section 5 - Must contain a completed copy of the following:
 - 4.7.7.6.1 Training Plan
 - 4.7.7.6.2 Project Management Plan
 - 4.7.7.6.3 Implementation Plan – Statement of Work
 - 4.7.7.6.4 Support & Maintenance Plan
- 4.7.7.7 Section 6 - System Description & Diagrams as required
- 4.7.7.8 Section 7 - Exceptions to RFP Section 7 and other sections as required
- 4.7.7.9 Section 8 - Product Engineering and Sales Brochures as required
- 4.7.7.10 ***Printing of Compliance Checklist is NOT Required – Excel Workbook in electronic format is sufficient.*** The Checklist is available on the Pine County Website under Requests for Proposal

EXCEPTIONS

- 4.8.1 Exceptions to any part of the requirements stated in this request must be clearly identified as exceptions. The stated exceptions and any alternatives offered must be included in the Proposer's response and presented in Section 7.
- 4.8.2 Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposal, unless clearly and specifically noted as Exceptions in the submitted proposal and confirmed in the contract between the Board and the selected Proposer.
- 4.8.3 The Pine County Sheriff's Office may decide to accept or reject any of the exception alternatives, or the listed alternatives may be the subject of negotiation prior to drafting the final wording of the Contract.
- 4.8.4 Proposal and pricing are subject to negotiations.

UNIT PRICES

- 4.9.1 In cases where any part of the Proposal is to be received on the unit price basis, the quantities stated are approximate only, and will be used in making a comparison of Proposals.
- 4.9.2 Unit prices will be requested in the section(s) where pertinent. In the event the Proposal Form does not specifically provide a blank for requested unit prices, the Proposer is instructed to provide the unit price separately along with their Proposal.
- 4.9.3 The unit price may be used to add or deduct quantities of units as represented by the unit price.
- 4.9.4 Failure to provide requested unit prices may result in the rejection of the Proposer's Proposal.

STATE EXCISE AND USE TAX

In submitting the Proposal, the Proposer is understood to have included in the price any applicable State or Federal sales, excise, or use tax on all materials, supplies, and equipment that are to be used in the project.

EXCEPTIONS

Proposers who stipulate in their Proposal any condition not contained in these specifications and other documents and drawings shall provide written justification for their stipulation in the Exceptions section specified.

DOCUMENT SUBMISSION AND DELIVERY

4.12.1 The proposer shall provide the number of copies requested in 4.13.2. The original and each copy shall be organized in a three-ring binder. Each copy shall include all documents, specifications, drawings, and papers to be considered in the Proposal evaluation. The original bond or security shall be placed with the original signed copy. Each copy and the original document shall be placed into a separate sealed envelope that shall be marked to indicate the following:

- ◆ The name and address of the Proposer
- ◆ The name of the project and location (Pine County Sheriff's Office Public Safety Software Project)
- ◆ The Proposal due date

4.12.2 The Proposal shall be mailed or submitted as follows:

1 Original signed copy, 4 printed copies, and an electronic copy:

Pine County Administrator's Office 635 Northridge Drive NW Suite 200 Pine City, MN 55063

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their Proposal at any time before the time set for the opening of Proposals, and a Proposal may be withdrawn sixty (60) days after the scheduled closing time for the receipt of Proposals if Owner has not acted thereon.

PROPOSAL ACCEPTANCE

The Owner reserves the right to accept or reject any or all Proposals and waive formalities or irregularities in the process. A Proposal once submitted shall be deemed final and binding on the Proposer, and shall constitute an option with the Owner to enter into a contract upon the terms set forth in the Proposal. All Proposal prices must be valid for 60 days from Proposal due date.

CONTRACT NEGOTIATIONS

The Owner reserves the right to negotiate a contract after the successful Proposer is selected. Selection will be based only on the Proposals received and subsequent interviews, if any; therefore, Proposals must be complete as described herein.

COMMENCEMENT AND COMPLETION

The successful Proposer must agree to coordinate the work schedule with the Owner; to commence the work on or before a date to be specified in a written "Notice to Proceed"; Completion time will be converted to a specific date at the time the "Notice to Proceed" is issued.

PERFORMANCE BOND

The successful Proposer will be required to produce a performance bond in the amount of 100 percent of the award Proposal. This bond must be furnished within 10 days of award.

COMPLIANCE WITH LAWS/STANDARDS

The successful Proposer shall comply with all Federal, State, and local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this contract or to the facilities, programs, and staff for which the successful Proposer is responsible.

INDEMNIFICATION

- 4.19.1 Any and all claims that arise or may arise against the successful Proposer or its agents, servants, or employees as a consequence of any act or omission on the part of the successful Proposer or its agents, servants, or employees while engaged in the performance of the contract shall in no way be the obligation or responsibility of the Owner.
- 4.19.2 The successful Proposer shall indemnify, hold harmless, and defend the Owner and its officers and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees that the Owner, its officers, or its employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the successful Proposer, its agents,

servants, or employees, in the execution, performance, or failure to adequately perform the successful Proposer's obligations pursuant to this contract.

- 4.19.3 The Owner shall also be indemnified for any attorney's fees it incurs in enforcing this indemnification provision or any other indemnification provision in the contract.

DEFAULT

- 4.20.1 Force Majeure: Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following, unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.
- 4.20.2 Inability to Perform: The successful Proposer shall make every reasonable effort to maintain staff, facilities, and equipment to deliver the services to be purchased by the Owner. The successful Proposer shall immediately notify the Owner in writing whenever it is unable to (or reasonably believes it is going to be unable to) provide the agreed upon quality and quantity of services. Upon such notification, the Owner shall determine whether such inability requires a modification or cancellation of this contract.
- 4.20.3 Duties to Mitigate: Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event-giving rise to a remedy hereunder.

SELECTION CRITERIA

Proposals shall be evaluated based on, but not limited to, the following criteria:

- 4.21.1 Cost: The price included in the RFP response shall be the price evaluated. There will NOT be an opportunity for a BEST AND FINAL OFFER. Respondent is encouraged to include their best prices in their initial response. Evaluation shall include up-front and maintenance costs as well as long-term price protection.
- 4.21.2 Technology: Ability to meet the Sheriff's Office goals and requirements.
- 4.21.3 Respondent/Manufacturer: Financial stability, references, installation methodology, project and maintenance teams experience and certifications, long term product support.
- 4.21.4 Support: Number of trained technicians, remote and on site response time guarantee, dispatch distance, remote monitoring maintenance capabilities, and adherence to maintenance requirements.
- 4.21.5 Award: The Owner reserves the right to award the Proposal in whole or in part, by item, and/or by group of items where such actions serve the best interests of

the Owner. The Owner reserves the right to award alternates in any order that serves the best interests of the Owner.

NON-DISCRIMINATION

- 4.22.1 During the performance of this contract, the successful Proposer shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, age, marital status, sexual orientation, membership or activity in a local commission, or public assistance status. The successful Proposer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination because of their race, color, creed, religion, sex, national origin, disability, age, marital status, or public assistance status.
- 4.22.2 Such action shall include but not be limited to the following: employment; upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The successful Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices that set forth the provisions of this nondiscrimination clause.
- 4.22.3 The successful Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the successful Proposer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, marital status, or public assistance status.
- 4.22.4 The successful Proposer shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws that may be applicable:
- 4.22.4.1 State statute, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age.
- 4.22.4.2 The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. 2000e et seq., which prohibits discrimination in employment because of race, color, religion, sex, or national origin.
- 4.22.4.3 The Rehabilitation Act of 1973, as amended, 29 U.S.C. 701 et seq. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act, which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.
- 4.22.4.4 The Age Discrimination in Employment Act of 1967, as amended, which generally prohibits discrimination because of age.
- 4.22.4.5 The Equal Pay Act of 1963, as amended, 29 U.S.C. 206, which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.
- 4.22.4.6 The Job Training Partnership Act of 1982, as amended, and JTPA regulations, which prohibit discrimination under any program funded in whole or in part

with JTPA funds because of race, color, religion, sex, national origin, age, handicap, or political affiliation or beliefs.

ACCESS TO RECORDS/AUDIT

The successful Proposer's records are to be kept by the vendor for audit purposes for a minimum of six years, as per MN Stat. 16C.05, Subd. 5. Such records are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under the contract. The successful Proposer agrees to maintain such records for a minimum period of six (6) years from the date services or payment was last provided or made or longer if any audit in progress requires a longer retention period.

SAFETY LAW & REGULATION COMPLIANCE

- 4.24.1 The successful Proposer will comply with all State and Federal laws as they relate to employee safety, i.e., AHERA, OSHA, Confined Space Entry, Employee Right to Know, Respiratory Protection, NESHAP, Look Out Tag Out, etc.
- 4.24.2 Vendor(s) is subject to job site safety rules set forth by the Project Manager.

TOBACCO, ALCOHOL, AND ILLEGAL DRUG POLICY

The Owner is Tobacco Free in buildings. All employees of the successful Proposer and any sub-Vendors will be held to this regulation. Possession and/or use of alcohol or illegal drugs are prohibited on the property of the Owner. The Owner's published rules regarding this matter shall apply to all workers related to this project and are available upon request.

AMERICANS WITH DISABILITIES ACT OF 1990

The successful Proposer shall have thorough and complete knowledge of the Americans with Disabilities Act of 1990. The successful Proposer also agrees to provide complete capabilities to meet or exceed all requirements of this Act for this project with regard to the products and services to be supplied by the Proposer.

PROJECT SCHEDULE

1. RFP Issuance.....Tuesday, January 19, 2016
2. Last Date for QuestionsFriday, February 5, 2016
3. Last Addendum Issued.....Friday, February 26, 2016
4. Proposal Due DateFriday, March 4, 2016
5. Proposal Opening.....Friday, March 4, 2016
6. Vendor RecommendationFriday, April 1, 2016
7. Contract Execution.....Friday, April 22, 2016
8. Kickoff Meeting.....TBD Mid May, 2016

The Owner reserves the right to adjust schedule as needed.

EXISTING WORKSTATION COUNT

TOTAL **OVERALL** WORKSTATIONS/MOBILES - 70

TOTAL COMMUNICATIONS POSITIONS - 3

TOTAL MOBILE WORKSTATIONS - 32

VENDOR REQUIREMENTS

GENERAL RESPONSIBILITIES

- 7.0.1 It is the responsibility of vendors and representatives responding to this RFP to ensure the proposed systems meet or exceed all applicable standards for Computer Aided Dispatch, Records Management, Jail Management and Mobile Data Computing systems, including but not limited to guidelines and standards from National Emergency Number Association (NENA), National Fire Protection Association (NFPA) standards, Association of Public Safety Officials (APCO), and others as may apply.
- 7.0.2 The Pine County Sheriff's Office is most interested in a comprehensive and integrated public safety software system. For any equipment items/systems accepted by the Owner and made part of the contract, the following must be included: shipping, delivery, installation, configuration, testing, user training, cutover, documentation, day one support, and first year parts and labor warranty. This includes any components to be ordered from any third-party companies.
- 7.0.3 The Vendor shall be responsible to coordinate the proper storage of delivered equipment and supplies.
- 7.0.4 The Vendor shall coordinate and work closely with Pine County IT staff to perform the upgrades, installation, configuration, training for the County's personnel, and support of the proposed systems. This will include all usable workstations being brought up to required configuration.
- 7.0.5 The Vendor is responsible for following industry standards and all manufacturer installation and maintenance practices for all supplied hardware and software.
- 7.0.6 All hardware installation shall conform to local, state, national electrical and fire codes.
- 7.0.7 The personnel listed in the Vendor's proposal shall be the personnel assigned to this project. If changes are required, the Vendor shall gain written approval from the Owner's Project Manager prior to assignment of substitutes.
- 7.0.8 The Vendor is responsible for working with the Pine County Sheriff's Office staff to understand the County's IP addressing scheme and for implementing this scheme in the furnished devices.
- 7.0.9 If DHCP is required, the Vendor shall work with the Pine County Sheriff's Office staff to establish appropriate strings for all three communication centers.
- 7.0.10 The Vendor shall provide a successful connection between the 9-1-1 telephone system equipment and the Computer Aided Dispatch system hardware.
- 7.0.11 The Vendor is responsible for installing, testing, and labeling all work stations. Every workstation shall be tested to ensure the software functions properly.

- 7.0.12 Discrepancies in installation procedure or an inability to complete a given task due to a shortage of materials or malfunctioning equipment shall be reported to the PCSO Project Manager immediately upon discovery.

PROJECT MANAGER

- 7.1.1 The Vendor shall appoint a Project Manager who shall be the vendor's main point of contact to the PCSO Project Manager. The Vendor Project Manager is responsible for the following:
- 7.1.1.1 Ensuring the contract is completed successfully in a timely manner.
 - 7.1.1.2 Guaranteeing the work and performance of all employees of Vendor.
 - 7.1.1.3 Completing and submitting all required submittals and documentation.
 - 7.1.1.4 Attending all project coordination as required by the PCSO Project Manager.
 - 7.1.1.5 Providing written status reports to the PCSO Project Manager monthly.
 - 7.1.1.6 Informing the PCSO Project Manager of all unexpected conditions and problems that may result in delay or expense. The Vendor must report issues immediately upon discovery and must provide the Owner with the option(s) for resolving them.
 - 7.1.1.7 Providing documentation containing all the configuration requirements needed from the Owner for programming the system.
 - 7.1.1.8 Providing a checklist of items completed or necessary for the cutover to the new system.
- 7.1.2 If the Vendor seeks to change the Project Manager during the course of the project, such change is subject to prior written approval from the Owner.
- 7.1.3 The Owner reserves the right to request a new Project Manager during the course of the project if the Project Manager does not perform to the Owner's satisfaction.

MEETING REQUIREMENTS

- 7.2.1 Informational Presentation – As these specifications are put together with no specific vendor in mind, the vendor shall include in the installation cost, one informational presentation for the PCSO management. The presentation will include an overview of all products and applications purchased with an explanation of how they are being deployed / utilized by other public safety agencies.

TRAINING REQUIREMENTS

- 7.3.1 The Vendor shall provide a training plan/outline for:
- 7.3.1.1 On-site, classroom training. Classes shall be scheduled to accommodate each division or function schedule and shall have maximum of 8 people per class.
- 7.3.2 The Vendor will describe any available training multimedia available such as youtube.com videos, podcasts, and webinars as examples.

- 7.3.3 The Vendor is encouraged to include information related to training and initial configuration in the references section of the response.
- 7.3.4 The Vendor shall provide system administration training for assigned staff from each division or function. At a minimum, the training will include the configuration and management of the system, including the following:
 - 7.3.4.1 Familiarization with features of all components.
 - 7.3.4.2 Creating or configuring standard and custom forms, menus, choice lists and any other “agency managed” features as defined by the vendor.
 - 7.3.4.3 Overview of system documentation and use of all system manuals.
 - 7.3.4.4 All division representatives/system administrators are to be provided with system administration manual for their respective functionality.
- 7.3.5 Training media from the manufacturer are required to be left on site or be accessible through the Internet. The PCSO also has the right to videotape training classes given by the Vendor.
- 7.3.6 Training Manual – Complete training manuals in electronic format (.doc or .pdf) shall be provided by the date of acceptance, detailing all information necessary for full use of the system proposed. Specific user manuals, speed sheets, outline or help cards are encouraged for all appropriate users. Payment may be withheld until a complete and accurate training manual has been provided.
- 7.3.7 As a part of system acceptance, the vendor shall furnish a document which details all network paths utilized for storage of applicable related documents, images, databases and related components to the public safety software system.

SECURITY

- 7.4.1 When deploying any product, software, or application associated with this RFP, the Vendor shall harden the resulting system(s). Hardening includes the following actions:
 - 7.4.1.1 Determining the purpose of the system and minimum software and hardware requirements
 - 7.4.1.2 Documenting the minimum hardware, software, and services to be included on the system
 - 7.4.1.3 Installing the minimum hardware, software, and services necessary to meet the requirements using a documented installation procedure
 - 7.4.1.4 Installing necessary patches
 - 7.4.1.5 Installing the most secure and up-to-date versions of applications
 - 7.4.1.6 Configuring privilege and access controls by first denying all, then granting back the minimum necessary to each user
 - 7.4.1.7 Configuring security settings as appropriate, enabling allowed activity and disallowing other activity
 - 7.4.1.8 Testing the system to ensure a secure configuration
 - 7.4.1.9 Changing all default passwords
 - 7.4.1.10 Testing the resulting systems

- 7.4.1.11 Complying with fingerprint and background check for such active employees and installing equipment and software in conjunction with Minnesota BCA and CJISs Standards.

SYSTEM TESTING PRIOR TO CUTOVER AND THE CUTOVER

- 7.5.1 The Vendor must thoroughly test the entire system prior to cutover.
- 7.5.2 The Vendor Project Manager and/or support staff will be on location for the first 12 hours after cutover to assist PCSO staff with questions and issues.

POST CUTOVER REQUIREMENTS

- 7.6.1 The Vendor Project Manager will provide technical and/or support resources to resolve technical and end user issues following cutover until all issues are resolved to the PCSO satisfaction.
- 7.6.2 The Vendor is required to complete the following items within the first 30 days following the cutover of the system:
 - 7.6.2.1 Completion of any outstanding changes
 - 7.6.2.2 Internal system traffic study
 - 7.6.2.3 Required bug fixes or patches to identified issues.

DOCUMENTATION

- 7.7.1 The Vendor shall supply a complete, electronic set of software documentation/ manuals for all provided items at no additional cost.
- 7.7.2 When installation is complete, the vendor shall furnish the PCSO with an electronic copy of project documentation including such items as classroom sign-in sheets, configuration as built documents, and punch lists:
 - 7.7.2.1 Training sign-in sheets
 - 7.7.2.2 Third-party software installation information including current version
 - 7.7.2.3 As-built documents as appropriate

PROJECT CLOSEOUT AND ACCEPTANCE

- 7.8.1 Punch List – Work or materials found to be incomplete, of unsatisfactory quality, failing to meet the specifications in the RFP package and resulting contract, and/or unacceptable to the PCSO Project Manager shall be documented in a punch list by the PCSO Project Manager and provided to the Vendor to rectify.
- 7.8.2 Punch List Approval – The punch list shall be considered complete only after having been signed by the PCSO Project Manager.

- 7.8.3 Acceptance – Acceptance shall occur after all of the following conditions have been met:
- 7.8.3.1 All items/systems have been delivered, installed, configured, tested, and transitioned into service.
 - 7.8.3.2 All areas affected are clean; and unused equipment and packaging material is disposed of properly.
 - 7.8.3.3 The system, including all ancillary devices, applications, and options made part of the contract, has had 30 consecutive days with 100 percent availability.
 - 7.8.3.4 All of the work has been completed in accordance with the contract and RFP specifications (including testing procedures as outlined in the accepted response).
 - 7.8.3.5 Training as specified is complete.
 - 7.8.3.6 The system operates in conformance with manufacturer’s published specifications.
 - 7.8.3.7 All of the documentation requirements have been met.
 - 7.8.3.8 All outstanding punch list items have been completed.
 - 7.8.3.9 The system post-cutover requirements have been completed.
 - 7.8.3.10 The Vendor has certified in writing to the PCSO Project Manager that the system is installed and operational in accordance with these specifications and is ready for use.
 - 7.8.3.11 The PCSO Project Manager has inspected the installation and provided written approval.
 - 7.8.3.12 Software refresh has been completed (to ensure all systems operate on the latest software).
 - 7.8.3.13 At this time, upon the PCSO’s written acceptance, operational control becomes the responsibility of the PCSO. This constitutes Date of Acceptance. The warranty for the entire system and all components begins as of this date.

WARRANTY PERIOD

The Vendor, by entering into a contract with the PCSO, warrants and represents that all materials, equipment, and services delivered to the PCSO pursuant to the contract conforms to all of the specifications contained or referred herein. The Vendor further guarantees to replace all materials, equipment, software, or services that may be rejected by the PCSO due to defective materials or workmanship for a minimum of one year following acceptance. Failure or neglect of the PCSO to require compliance with any term or condition of the contract specifications shall not be deemed a waiver of such term or condition.

SERVICE AND SUPPORT

- 7.10.1 The PCSO wants to ensure that support will be provided after implementation. The PCSO requires 24/7/365 support with a maximum response time for callback of no longer than 15 minutes, 90% of the time and no longer than 30 minutes, 100% of the time. An emergency would be any failure of more than one workstation to remain operational and connected to the server(s).

Normal maintenance or support would be provided Monday through Friday during normal business hours. Please describe how your company provides maintenance and support to include 24-hour fault monitoring and 24-hour remote diagnostics. Also specify the location where technical support personnel are located.

- 7.10.2 The following must be included in the warranty period and under maintenance contract for all equipment and services provided as result of this RFP:
- 7.10.2.1 Software Maintenance – The Vendor shall provide all necessary software maintenance on a turnkey basis during the first year warranty period and any subsequent maintenance term. The Vendor shall be responsible for operating system and database tuning, patches, hardware, and software diagnosis, recovery, and version upgrades as needed. The Vendor shall work directly with the Owner on application modifications, diagnosis, recovery, customization, configuration, and how-to questions.
- 7.10.2.1.1 Maximum response time for emergency outages of 30 minutes.
- 7.10.2.1.2 The Vendor will keep a log of all troubles tickets and alarms and provide the Owner a copy of the log as requested. The log shall include the following:
- ◆ Ticket number
 - ◆ Date and Time
 - ◆ Location
 - ◆ Trouble or Alarm reported
 - ◆ Resolution
 - ◆ Technician
- 7.10.2.1.3 The Proposer will include the cost to provide and install all hardware and software required to support remote alarm monitoring in their proposal.
- 7.10.2.2 Software Patches – The Vendor will install software patches as needed to resolve issues that affect the system and/or as recommended by the manufacturer at no additional charge to the Owner.
- 7.10.2.2.1 All software patches must be accomplished without taking the system out of service.
- 7.10.2.2.2 Software Updates – The Vendor shall provide on a regular basis, software updates designed to enhance the system and to keep the system state-of-the-art.

MAINTENANCE GUARANTEE

The Proposer must include a letter that states the system proposed will be a product that will continue to be developed for five (5) years after the cutover and will be supported for a minimum of seven (7) years after the cutover. If at any time in the process the system is at its end of life, the Proposer will replace it with a new system at no charge to Pine County.

DEFINED LEVELS OF SERVICES FOR WARRANTY & MAINTENANCE

The following are the definitions of levels of service.

7.12.1 Priority 1 – High

- ◆ System down
- ◆ Inability to process incoming calls
- ◆ Critical program errors without workarounds
- ◆ Aborted transactions or error messages preventing data integration and update
- ◆ Performance issues of severe nature impacting critical processes

7.12.2 Priority 2 – Medium

- ◆ Errors impacting a minority of records
- ◆ Reports calculation issues
- ◆ Printer-related issues (related to interfaces with the software and not the printer itself)
- ◆ Security issues
- ◆ Workstation connectivity issues (Workstation specific)

7.12.3 Priority 3 – Low

- ◆ System errors that have workarounds
- ◆ Usability issues
- ◆ Performance issues not impacting critical processes
- ◆ Report formatting issues
- ◆ Training questions, how to, or implementing new processes
- ◆ Issues with workarounds for large majority of calls
- ◆ Recommendations for enhancements on system changes
- ◆ Questions on documentation

SUPPORT & MAINTENANCE

DELIVERY OF SUPPORT & MAINTENANCE SERVICES

- 8.0.1 The Vendor shall provide a detailed narrative related to the delivery of Support and Maintenance Services. This narrative shall include but not be limited to:
 - 8.0.1.1 Typical customer experiences
 - 8.0.1.2 Service availability
 - 8.0.1.3 Operational details of the call center
 - 8.0.1.4 Details related to bug fixes
 - 8.0.1.5 Details related to software patches
 - 8.0.1.6 Details related to updates
 - 8.0.1.7 Details related to upgrades
 - 8.0.1.8 Details related to product life-span

STATEMENT OF WORK

DETAILED STATEMENT OF WORK

- 9.0.1 The Vendor will provide a statement of work detailing the Project Implementation Plan. There should be no question as to how the Vendor will provide implementation services.
 - 9.0.1.1 Include a detail of County responsibilities relating to the project. Such detail shall include but not be limited to:
 - 9.0.1.1.1 Technical and operational information to be provided by the County prior to project commencement.
 - 9.0.1.1.2 Specific tasks required by County IT staff during the project.
 - 9.0.1.1.3 Time commitment by staff, broken down by staff type for testing and other project support activities.
- 9.0.2 Include a Project Plan with an Estimation of Downtime.
- 9.0.3 Include a typical cutover plan.
- 9.0.4 The Statement Of Work must provide detail that supports minimal impact on operations
- 9.0.5 A “fall back” plan that may be executed in the event of cut-over issues. The County retains the right to call for the execution of the “fall back” plan.

PROPOSAL FORM

INFORMATION ABOUT THE PROPOSER

Company Name: _____

Legal Name (if different): _____

Years in Business: _____

Number of years installing systems similar to this Proposal: _____

Contact Person: _____

Full Mailing Address: _____

Primary Telephone Number: _____

Primary Fax Number: _____

E-mail Address: _____

Name and Phone Number of Bonding Company: _____

Number of Full-Time Employees: _____

Number of Technical/Installation Personnel: _____

Names and titles of personnel who would work on this project (attach brief experience listings for each focusing on similar projects): _____

EXPERIENCE AND EXISTING CUSTOMERS

A. Locality

1. How many similar systems has the Proposer installed within 200 miles of Pine County? _____
2. How many in Minnesota? _____
3. How many nationwide? _____

B. Workload

1. How many installations of this type are currently underway by your company? _____
2. How many projects do you estimate your company will be doing concurrently with the project in this RFP? _____

C. References

To be a qualified Proposer, the Proposer must include five (5) references with similar demographic information. Preference will be given to Proposers with references for implementations at organizations most similar to the client. **All references will be called. Please verify information before submitting,** and please tell your contacts to expect a 10-15 minute call.

D. Service after Installation

1. How many service personnel does vendor employ?
 - a. Service personnel: _____
2. Provide the address of Vendor’s service center(s) closest to the client:

Address _____

Telephone Number _____
3. What response time can Proposer supply in an emergency situation?

Phone Response: _____ hours On-Site Response: _____ hours
4. What response time does Proposer offer in a non-emergency situation?

Phone Response: _____ hours On-Site Response: _____ hours

PRICE SUMMARY

To: Pine County

We, , a (joint venture)

(corporation)

(partnership)

(individual)

[Cross out inapplicable]

of

Street City County ,State Zip

Hereby agree to execute the proposed contract and to furnish a satisfactory Surety Bond in the amount specified within ten (10) days of offering, and to provide all labor and material required for the construction of the project designated above, for the prices hereinafter set forth, in strict accordance with the Contract Documents for Pine County and dated _____.

ADDENDUM RECEIPT

We acknowledge receipt of the following Addenda:

Addendum No. _____ Date _____

SIGNATURE

Prior to signing, Proposer's attention is directed to the Instructions to Proposers to avoid the possibility of invalidating this Proposal.

By signing this Proposal form, such action certifies that the Proposer has personal knowledge of the following:

- A. That said Proposer has examined the drawings and specifications, carefully prepared the Proposal form, and checked the same in detail before submitting said Proposal; and that said Proposer, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Proposal in connection with this Proposal.
- B. That all of said work will be performed at the Proposer's own proper cost and expense and that the Proposer will furnish all necessary materials, labor, tools, machinery, apparatus, and other means of construction in the manner provided in the applicable specifications and at the time dictated in the contract.

(Firm Name)

(Area Code & Telephone Number)

(Seal, if Proposal is by a corporation) By: _____
(Signature of Proposer)

Date: _____



AGENDA REQUEST FORM

Date of Meeting: January 19, 2016

- County Board**
 - Consent Agenda
 - Regular Agenda 5 mins. ___ 10 mins. ___ 15 mins. Other ___
- Personnel Committee**
- Other** _____

Agenda Item: 2016 Aquatic Invasive Species Program

Department: Land Services



Department Head signature

Background information on Item:

Beginning in 2014, Minnesota Statute 477A.19 allocated counties across Minnesota dollars in the form of Aquatic Invasive Species Prevention Aid to “provide for site-level management, countywide awareness, and other procedures that the county finds necessary to achieve compliance of Minnesota’s AIS laws. In 2016, Pine County will be receiving \$130,635 in aid funds to carry out the County Board’s AIS Plan. Pine County also has \$108,919 left unspent from previous years’ aid, leaving a total available for the 2016 AIS Plan of \$239,554.

On December 8, 2015 Pine County Planning and Zoning hosted a roundtable Aquatic Invasive Species (AIS) discussion and brainstorming session to gather ideas for the 2016 Aquatic Invasive Species Plan. Many local lake associations and interested parties attended and submitted the proposed activities as described on the attached for the County’s Board’s consideration totaling \$178,525.

Action Requested:

- 1.) Discuss and conclude on which proposed 2016 AIS activities will be included in the 2016 AIS Plan.
- 2.) Consider adopting resolution 2016-03 adopting the 2016 Aquatic Invasive Species Plan.
- 3.) Considering authorizing the County Board Chair to sign the Minnesota DNR Delegation Agreement for AIS Prevention Inspections.

Financial Impact:

No levy dollars are associated with this request. All costs associated with the plan are to be paid out of Pine County’s Aquatic Invasive Species Prevention Aid. If all requested activities are approved, \$60,969 would be remaining to rollover to 2017.

Control of Existing Infestations

- Chemical treatment of Eurasian Watermilfoil on Sand and Sturgeon Lakes
40 acres of treatment area (Windemere Lakes Association) \$22,640
- Mapping and Strategy Recommendations of Eurasian Watermilfoil and Curly leaf
Pondweed Pokegama Lake. Work conducted by Blue Water Science. (Pokegama Lake
Association) \$2,000
- Mechanical removal of Curly Leaf Pondweed on Pokegama Lake (Pokegama Lake
Association) \$5,000
- Chemical treatment of Curly Leaf Pondweed and on Pokegama Lake (Pokegama Lake
Association) \$10,000
- Chemical treatment of Curly Leaf Pondweed and Eurasian Watermilfoil on Cross Lake
(Cross Lake Association) \$3,750

Total cost: \$43,390

Planning

- AIS risk assessment for Pine County lakes (15 lakes included). Evaluates water body
connectivity, public use, water chemistry, and substrate for each lake and rates risk
potential. (RMB Environmental Laboratory) \$2,250
- Water quality testing on Cross Lake. (Cross Lake Association) \$1,500

Total cost: \$3,750

Youth

- 4H AIS Aquatic Robotics Program. Youth will use an aquatic robot to do AIS surveys in
littoral zones of targeted lakes. Youth will then teach community about the project.
(UMN Extension 4H) \$17,500
- National Park Service's Rivers are Alive Program will be taught to all 4th graders in the
County. Students will spend time on a river learning about river biology and the threats
of AIS. (St. Croix River Association) \$12,000
- Pine City Freshwater Fair. Area fifth graders come to Pine City to learn about water
resources. AIS session will be included. (Pokegama Lake Association) \$1,000

Total cost: \$30,500

Prevention

- Watercraft Inspection Program. Nine Pine County Watercraft Inspectors with DNR Level
I Training will work at high traffic lake accesses. \$56,340
- Watercraft Decontamination Program. Boats identified as contaminated with AIS will be
decontaminated by staff from Ray and Marge's Resort and Woischke's RV Park. \$10,000
- Pine County Law Enforcement AIS Training. \$0

- Lake Association Volunteer Training. Lake Association will volunteer to educate boaters at boat accesses. DNR will train them to do this. \$100

Total cost: \$66,440

Public Education

- AIS Intern Program. The St. Croix River Association will hire two full time interns to work throughout the St. Croix Watershed. A portion of their time will be spent in Pine County distributing flyers, hosting booths and local fairs, and providing general assistance to the Pine County AIS Program. (St. Croix River Association) \$5,000
- Pine County AIS Brochure production. \$2,000
- AIS Resort Owners Workshop. Resort owners trained in AIS identification and prevention. Workshop held at Audubon Center. (St. Croix River Association) \$2,000
- AIS General Public Workshop. Two to three workshops held for the public to come learn about AIS. Workshop will be hands on and outdoors at the Audubon Center. (St. Croix River Association) \$2,350
- Printing of Cross Lake Curly Leaf Pondweed flyer. (Cross Lake Association) \$500
- "Stop Aquatic Hitchhiker" key floats for free giveaways. ~.81/key chain \$750
- "Clean, Drain, Dry" towel for free giveaways. ~\$2/towel. \$1,500
- Stop AIS newspaper ad. One ad/week May-September alternating newspapers. \$2,200
- Stop AIS Billboard Ad for 6 months. (Wildlife Forever) \$3,500

Total cost: \$19,800

Administration

- Planning and Zoning salary to implement program (.25 FTE). \$14,645

Total cost: \$14,645

GRAND TOTAL: \$178,585

2016 State Aid: \$130,635

2015 Surplus: \$57,762

2014 Surplus: \$51,157

Total Available: \$239,554

**PINE COUNTY RESOLUTION APPROVING
2016 AQUATIC INVASIVE SPECIES PLAN**

Resolution 2016-03

WHEREAS, Pine County acknowledge Minnesota Waters are threatened by aquatic invasive species, and

WHEREAS, 2014 Minnesota State Statue 477A.19 apportioned Pine County aquatic invasive species prevention aid to mitigate the spread of such species,

WHEREAS, Pine County has drafted a plan in accordance with the guidelines provided in the statute and in coordination with interested lake associations and public,

NOW, THEREFORE, BE IT RESOLVED, Pine County adopted the 2016 Aquatic Invasive Species Plan on this date, January 19, 2016.

Curtis H. Rossow, Chair
Pine County Board of Commissioners

ATTEST:

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



DELEGATION AGREEMENT

Aquatic Invasive Species (AIS) Prevention Inspection of Water-related Equipment

This agreement is made by and between the Department of Natural Resources (referred to as DNR), an administrative agency of the State of Minnesota and

Pine County

(referred to as Governmental Unit), a local government unit (individually referred to generally as a Party or together as Parties). Governmental unit is defined as a tribal or local government. This agreement is entered into under authority granted to DNR pursuant to Minnesota Statutes section 84D.105.

WHEREAS AQUATIC INVASIVE SPECIES (AIS) are nonnative species that cause or may cause economic or environmental harm or harm to human health or threatens or may threaten natural resources or the use of natural resources in the state;

WHEREAS DNR has been authorized and charged with responsibility by the state legislature to establish a statewide program to prevent and manage the spread of AIS in coordination with other governmental entities; DNR has in its employ conservation officers trained and authorized to enforce the state invasive species laws; and DNR has developed AIS inspection protocols;

WHEREAS pursuant to Minnesota Statutes section 84D.105, Subdivision 2(a), Governmental Unit is a Tribal or local government that agrees to assume legal, financial, and administrative responsibilities for inspection programs on some or all public waters within their jurisdiction; and

WHEREAS DNR and Governmental Unit are committed to three core principles:

- Coordination of their authority and resources to develop a reasonable and effective water-related equipment inspection requirement to stop the spread of AIS in the state and prevent the introduction of new AIS;
- a collaborative, cooperative approach to AIS management and prevention;
- ensuring continued access to public waters.

NOW, THEREFORE it is mutually agreed by and between the Parties as follows:

1. PURPOSE. The purpose of this agreement is to enhance Minnesota's capacity to prevent the spread of AIS by enabling local governmental units to perform AIS inspections and manage access to water resources in keeping with the three principles stated above.

2. TASKS AND RESPONSIBILITIES.

A. DNR or its delegee will provide training of individuals employed by Governmental Unit and/or individuals working for contractors to Governmental Unit as inspectors and, upon successful completion of training and testing requirements, the DNR will certify individuals as authorized inspectors in

accordance with Minnesota Statutes section 84D.105, subd. 2(a). DNR will assume all obligation for training to the extent set forth in Minnesota Statutes section 84D.105.

B. DNR will provide training of licensed peace officers identified by Governmental Unit to enforce the state invasive species law, as it pertains to the transport, possession and use of water-related equipment.

C. Governmental Unit will work with DNR and other governmental entities to ensure that conservation officers and licensed peace officers are available to support Governmental Unit inspectors when inspection stations are being operated.

D. Governmental Unit will design and implement an AIS inspection program, approved by DNR, on some or all public waters within their jurisdiction utilizing existing authorities and the authority granted to inspectors under Minnesota Statutes sections 84D.105, subd. 2(b) and 84D.10, subd. 3(a), clauses 1, 3, and 4 (the Program). The program must comply with all requirements in Minnesota Statutes section 84D.105 and in DNR Watercraft Inspection Program procedures and manuals.

E. Governmental Unit will designate individuals employed by the Governmental Unit and/or individuals working for contractors to Governmental Unit to serve as inspectors for the Program and ensure that these individuals complete the required training and certification in paragraph 2A of this agreement prior to performing inspections. Governmental Unit will help coordinate training of licensed peace officers as provided under paragraph 2B of this agreement.

F. Governmental Unit will provide one or more inspection stations established under the Program with trained and certified inspectors, who will exercise inspection authorities in accordance with current DNR procedures and manuals. General inspection procedures include:

- i. Visually and tactilely inspecting water-related equipment to determine whether aquatic invasive species, aquatic macrophytes, or water is present;
- ii. Instructing persons on how to comply with AIS laws by removing AIS, draining, decontaminating, or treating AIS and water-related equipment to prevent the transportation and spread of aquatic invasive species, aquatic macrophytes, and water;
- iii. Issuing verbal orders to prohibit placing water-related equipment, that has AIS attached or water that has not been drained, into waters of the state;
- iv. With owner's consent, assisting with the removal of AIS and decontamination of water-related equipment; and
- v. Contacting Conservation Officers or licensed peace officers if a person transporting watercraft or water-related equipment refuses to take corrective actions to remove AIS or fails to comply with requirements to drain water prior to leaving the water access.

G. Governmental Unit will support education and outreach projects and programs designed to increase public awareness and knowledge of the risks AIS pose to water resources and public capacity to contribute to the effort to prevent and manage the spread of AIS.

H. Governmental Unit assumes legal, financial, and administrative responsibilities for their staff and the actions of their staff and will bear costs incurred in completing the tasks and responsibilities herein, except that DNR will provide, at its sole expense, staff and/or contracted professionals to coordinate and conduct the training described herein.

I. Governmental Unit and DNR will regularly meet or consult with each other to collaboratively develop the above-described elements of Governmental Unit AIS Program and potential models that

could be used by other local governments to help prevent the spread of AIS, guided by the three core principles stated above.

J. Governmental Unit must submit an annual report to the DNR summarizing the results and issues related to implementing the inspection program.

3. INDEMNIFICATION. Each Party to this agreement shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its agents, volunteers or employees. It is understood and agreed that liability and damages arising from the parties' acts and omissions are governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, the Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable laws.

4. TERM AND TERMINATION. The agreement becomes effective on the date of final signature. This agreement expires on December 31, 2018. The agreement may be terminated with or without cause by 30-day written notice to the other Party.

5. ENTIRE AGREEMENT. This agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between DNR and Governmental Unit, and contains the entire agreement with regard to the subject matter herein.

6. AMENDMENTS. This agreement may be amended only by the mutual consent of the parties in writing, signed by each of the Parties.

7. NOTICE. Any written communication required under this agreement will be addressed to the other Party as follows, except that any party may change its representative and/or address for notice by so notifying the other Party in writing:

To DNR:

Watercraft Inspection Program Coordinator
Minnesota Department of Natural Resources
500 Lafayette Road, Box 25
St. Paul MN 55155-4025

To Governmental Unit:

Name/Title: Kelly Schroeder, Land Services Director

Governmental Unit: Pine County

Address: 635 Northridge Dr NW, Suite 260

Address: Pine City, MN 55063

8. GOVERNING LAW AND VENUE. This agreement will be governed by and interpreted in accordance with the laws of the State of Minnesota. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

9. WAIVERS. The waiver by DNR or Governmental Unit of any breach or failure to comply with any provision of this agreement by the other Party will not be construed as nor will it constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this agreement.

10. STATE AUDITS. Under Minnesota Statutes section 16C.05, subd. 5, Governmental Unit books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

11. GOVERNMENT DATA PRACTICES. Governmental Unit and DNR must comply with the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, as it applies to all data provided by DNR under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Governmental Unit under this agreement. The civil remedies of Minnesota Statute section 13.08 apply to the release of the data referred to in this clause by either Governmental Unit or DNR.

If Governmental Unit receives a request to release the data referred to in this Clause, Governmental Unit must immediately notify DNR. DNR will give Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

The state complies with Minnesota Government Date Practices Act regarding the released of any data created, collected, received, stored, used, maintained, or disseminated by the respective party under this agreement. The state and the local government unit shall let each other know when a data request has been received.

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto execute and deliver this agreement.

DEPARTMENT OF NATURAL RESOURCES

By: _____

Title: Director, Division of Ecological and Water Resources

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Title: _____

Date: _____

GOVERNMENTAL UNIT: Pine County, Minnesota

By: _____

Title: _____

Date: _____



AGENDA REQUEST FORM

Date of Meeting: January 19, 2016

- County Board**
 - Consent Agenda
 - Regular Agenda 5 mins. ___ 10 mins. ___ 15 mins. Other ___
- Personnel Committee**
- Other** _____

Agenda Item: Shoreland and Septic Ordinance Changes

Department: Land Services



Department Head signature

Background information on Item:

The Pine County Planning and Zoning office has found several issues and inconsistencies in the Pine County Shoreland Management Ordinance and in several cases the ordinance is less restrictive than state statute putting Pine County and its residents at risk of non-compliance with state statute. An issue with the 2013 adopted Subsurface Sewage Treatment Ordinance has also been identified. Descriptions of proposed amendments are attached. The Minnesota DNR and the Pine County Planning Commission have reviewed these amendments and made some recommendations to these amendments which are now incorporated into the attachments.

Additionally, it is important to note, the Pine County Shoreland Management Ordinance was originally adopted in 1996 and this will be the fourth amendment to it. The Planning and Zoning office would like to codify all previous amendments and any new amendments into a single ordinance to be adopted by the commissioners for ease of use.

Action Requested:

- 1.) Discuss proposed ordinance changes
- 2.) Schedule a public hearing for February 16, 2016 for the ordinance changes and codified Shoreland Management Ordinance.

Financial Impact:

These changes will have no impact on the levy or the Zoning office budget.

SHORELAND ORDINANCE AMENDMENT CONSIDERATIONS

Revised by Planning Commission on 1/12/2016

- 1.) Issue: Section 5.31 has no provision controlling fertilizer or pesticide use. MN Statute 6120.330 Subp. 4 A.(3) states, " Use of fertilizer and pesticides in the shoreland management district must be done in such a way as to minimize runoff into the shore impact zone or public water by the use of earth, vegetation, or both."

Recommendation: Add a section 5.31B item 3 that states the statute language from above.

- 2.) ISSUE: 5.32B reads, "Public roads and parking areas are regulated by Section 5.4 of this ordinance." 5.4 is titled, "Placement and designs of roads, driveways, and parking areas."

Recommendation: Change 5.32B so that it reads, "Roads, driveways and parking areas are regulated by Section 5.4 of this ordinance."

- 3.) ISSUE: Section 5.4 gives requirements for placement and design of roads driveways and parking areas. Specifically, these features must take advantage of natural vegetation to achieve screening from public view. They must be designed to minimize erosion consistent with BMP's. Thirdly, they must meet structure setbacks when options exist to do so. Despite all of these requirements there is no permit to guide people in construction.

Recommendation: Add an additional provision to this section of the ordinance that states. "Construction of roads, driveways, and parking areas shall require a permit from the Department.". Staff will only make a site visit when 1 or more of the following scenarios arise 1.)concerns exist that 25% impervious surface is being approached. 2.) Site appears to be highly erodible 3.)The proposed feature is on a riparian lot or is deemed by staff to be close enough to the lake to warrant extra caution. Recommended permit application fee of \$50.00.

- 4.) ISSUE: 5.41 says "Public and private roads and parking areas must be designed to take advantage of natural vegetation and topography to achieve maximum screening from view of public waters. Statute requires this also apply to driveways.

Recommendation: 5.41 should read "Public and private roads, driveways, and parking areas must be designed to take advantage of natural vegetation and topography to achieve maximum screening from view from public waters."

- 5.) ISSUE: Section 5.52 requires that "Impervious surface coverage of lots must not exceed 25% of the lot area." Impervious surface is not defined.

Recommendation: Provide a definition for impervious surface: "A constructed hard surface that either prevents or retards the entry of water into the soil and causes water to run off the surface in greater quantities and at an increased rate of flow than prior to development. Examples include rooftops, decks, sidewalks, patios, paver block patios, storage area, and concrete, asphalt or gravel driveways." This definition would closely resemble the DNR's alternative shoreland management standards.

6.) ISSUE: Patios are not regulated as a structure while decks are. Based on this ordinance a person could build a detached deck within the shore impact zone as a "water oriented accessory structure," provided it does not exceed 250 sq ft of area or 10' of height. However, a person could legally cover the entirety of their shore impact zone with concrete patio as long as their lot 25% impervious lot coverage ratio was not met. This void in the ordinance does not adequately protect County water resources.

Recommendation:

Option 1: Revise the definition of "structure" to be inclusive of patios

"Anything placed, constructed, or erected with a fixed location on the ground. Among other things, structures include buildings, portable buildings, manufactured homes, recreation vehicles, walls, fences, signs, billboards, and poster panels, playing courts (tennis, handball, etc.), swimming pools, patios, and barbecue pits; except that walls, fences, billboards, and poster panels shall not be considered structures for the purpose of lot width, lot area, front and rear yard setbacks."

Option 2 Add a special provision to Section 5.22 "Design criteria for structures," to the ordinance that would read as follows.

A. Patios within the structure setback require a permit and shall comply with the following standards:

1. Not be located in shore impact zone except as a water-oriented accessory structure according to Article 5.22B
2. Be free standing;
3. Have no railings;
4. Be a maximum of 250 square feet in size. Up to 400 square feet in size is allowed with an approved and implemented Stormwater Management Plan according to Article 5.5 of this ordinance;
5. Not be more than one foot below or above natural ground level; and;
6. Construction complies with all provisions of Articles 5.32 and 5.5 of this ordinance
7. The maximum impervious surface limits for the lot shall not be exceeded.

B. Patios are allowed behind the structure setback without a permit provided that all setbacks are met and the property does not exceed the maximum allowable impervious surface standards.

7.) ISSUE: Section 3.6, Variances from Standards, does not accurately reflect state statute (MN 394.27 Subdv. 7) Therefore, when the Board of Adjustment evaluates a variance application based on the Shoreland Management Ordinance they may end up granting a variance that is forbidden in State Statute. Unifying the requirements of state statute and the Shoreland Ordinance will make the process of evaluating ordinances much more transparent for the public and navigable for the BOA. The recommendation below is reflective only of state statute. Additional controls could be placed on the granting of variances.

Recommendation: Change Section 3.6 to reflect state statute. It would read as follows:

The board of adjustment shall have the exclusive power to order the issuance of variances from the requirements of any official control including restrictions placed on nonconformities. Variances may only be granted in accordance with Minnesota Statutes, Chapter 394. No variance may be granted that would allow

any use that is not allowed in the zoning district in which the subject property is located. Variances may be granted when all of the following conditions are met:

- The applicant's proposed use is allowed in the zoning district in which the subject property is located.
- The variance is in harmony with the comprehensive plan.
- A practical difficulty exists on the property preventing the applicant from complying with the ordinance. Practical difficulty is established when the applicant proposes to use the property in a reasonable manner not permitted by the ordinance or when the variance request is due to circumstances unique to the property not created by the landowner. Economic considerations alone do not constitute practical difficulties.
- If granted, the variance may not alter the essential character of the locality.

The board of adjustment may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance.

8.) ISSUE: Item 5.32C states that "The property owner shall be required to obtain a grading and filling plan from the Pine County Soil and Water Conservation District." SWCD and Zoning have worked out that it makes more sense for the public to get grading and filling plans from Planning and Zoning. This simplifies the process for people as they only have to work with one entity to satisfy requirements of the ordinance.

RECOMMENDATION: "The property owner shall be required to obtain a grading and filling erosion control plan from the Planning and Zoning Department."

9. ISSUE: Section 5.32D part 5 lists SWCD where it should list the Planning and Zoning Dept.

Recommendation: "All grading and filling plans must be reviewed by the Planning and Zoning Department..."

10. ISSUE: MN Statute 6120.3300 Subp. 4 Section B requires a permit for movement of more than 50 cubic yards of material outside of steep slopes and shore impact zone. Our ordinance does not have this.

Recommendation: Add this requirement to section 5.32C of our ordinance.

11. ISSUE: Section 5.32D part 1 uses outdated language in relationship to grading, filling, or draining of wetlands.

Recommendation: Change language of 5.32D part 1 to reflect MN statute 6120.3300 Subp. 4 B (1).

Grading and filling in any type 1,2,3,4,5,6,7, or 8 wetland must be approved by the Pine SWCD, Minnesota Department of Natural Resources, or Army Corps of Engineers.

Before authorizing any grading or filling activity in any type 1,2, 3, 4, 5, 6, 7, or 8 wetland the Department must consider how extensively the proposed activity would affect the following functional qualities of the wetland:

- (a)**sediment and pollutant trapping and retention;
- (b)**storage of surface runoff to prevent or reduce flood damage;
- (c)**fish and wildlife habitat;
- (d)**recreational use;
- (e)**shoreline or bank stabilization; or
- (f)**noteworthiness, including special qualities such as historic significance, critical habitat for endangered plants and animals, or others.

Pine County Subsurface Sewage Treatment Systems Ordinance Amendment Consideration
Reviewed by Planning Commission 1/12/2016

4.06.01 states "It is unlawful for any person to maintain, occupy, or use any building intended for habitation unless it has a wastewater treatment system that disposes of wastewater in a manner that complies with the provisions of this Ordinance."

Issue 1.) Neither "wastewater," nor "wastewater treatment system," are defined in the ordinance.

Issue 2.) Things get confusing for cabins and hunting shacks. Many of them do not have pressurized water so they hand carry water to the cabin. These cabin owners often want to have an outhouse for toilet waste. It is unclear in our ordinance whether this is allowable while it is allowable in MN Rule 7080 as long as the outhouse is compliant with the ordinance.

Recommendations:

Change 4.06.01 to read, "It is unlawful for any person to maintain, occupy, or use any building intended for habitation unless it has a sewage treatment system that disposes of sewage in a manner that complies with the provisions of this ordinance. If such building has pressurized water, it must have a sewage treatment system type I, II, III, IV, or V (type II systems must be plumbed to the dwelling to collect gray water). If such building does not have pressurized water it must at minimum have a composting toilet or a privy that complies with the provisions of this Ordinance."

Add a definition for sewage treatment system that reads "subsurface sewage treatment system, holding tank, privy, composting or incinerating toilets, or connection to public sewer system



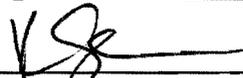
AGENDA REQUEST FORM

Date of Meeting: January 19, 2016

- County Board**
 - Consent Agenda
 - Regular Agenda 5 mins. ___ 10 mins. ___ 15 mins. Other ___
- Personnel Committee**
- Other** _____

Agenda Item: Recycling in Pine County

Department: Land Services


Department Head signature

Background information on Item:

Pine County residents currently have very few options for recycling. Most of the residential recycling in the county flows through the County's recycling sheds, which PHASE services. There are eleven locations of sheds and a total of 22 sheds amongst the locations which are serviced on a rotating schedule per the County's contract with PHASE (attached). Unfortunately, these sheds are more times than not, found overflowing and containing a large amount of non-recyclables. This results in many residents unwillingness to utilize the sheds and Pine County being below average in recycling rate when compared to greater Minnesota (see attached slides).

In June 2015, the legislature and the governor signed legislation providing Minnesota Statute 115A.565 which established a competitive grant program to "establish curbside recycling or composting, increase recycling or composting, reduce the amount of recyclable materials entering disposal facilities, or reduce the costs associated with hauling waste by locating collection sites as close as possible to the site where the waste is generated" for counties outside the seven-county metropolitan area.

On December 10, 2015 Pine County Planning and Zoning held a roundtable discussion with PHASE, Commissioner Hallan, local haulers, and the MPCA to brainstorm ideas for improving recycling rates in Pine County and the overall recycling experience. Several options were produced:

- 1.) Curbside Recycling – not financially feasible for haulers with our sparse population. One hauler reported he would estimate that 50%+ of households in rural Pine County do not even have curbside garbage service.
- 2.) Staffed Recycling Sheds – sheds could replace some of the existing sheds and be in strategically placed locations. This yields an overall better experience for residents and less non-recyclables being disposed of improperly.

- 3.) Increasing the business recycling – there are currently 86 businesses who recycling through PHASE or East Central Sanitation. Can we do something to recognize them? Is there a way we can encourage more businesses to recycle?

Additionally, the Pine County Planning and Zoning staff has been having ongoing meetings with PHASE to assist in improving the current shed situation for not only the residents of Pine County but for PHASE, as a non-profit working with the disabled individuals of our community. Cheryl Gullickson, of PHASE may be present at the meeting to discuss some proposed improvements.

Action Requested:

- 1.) Discuss options for improving recycling rates in Pine County.
- 2.) Authorize County Planning and Zoning Staff to apply for a grant to assist in improving recycling rates in Pine County.

Financial Impact:

It is anticipated the grant will have a match requirement, however the match could be an in-kind match, therefore no 2016 levy dollars should be needed if the grant is awarded. Additionally, any changes to the program which would require dollars in the future could be funded through the Solid Waste Administration Fee.

Attachment 1

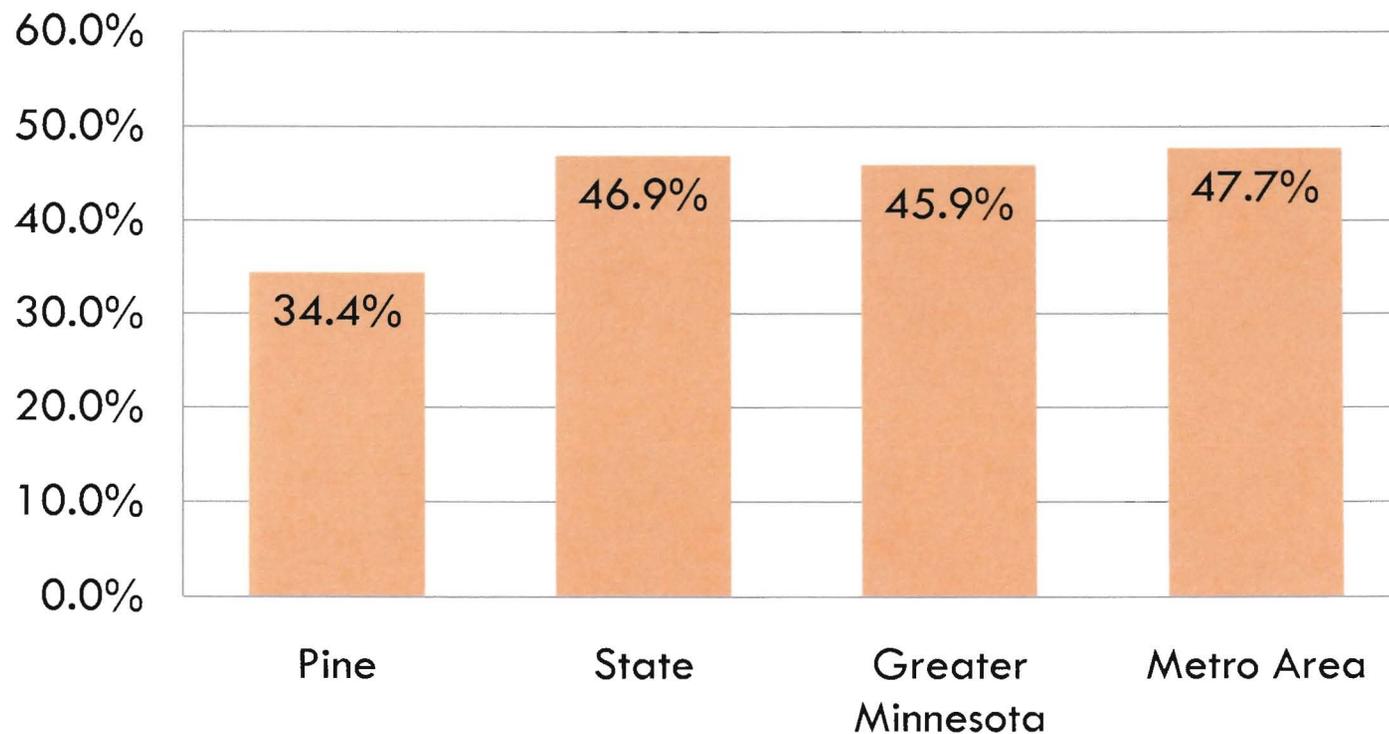
Recycling Shed Locations and Collection Schedule

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.

The Numbers

2013 Recycling Rates



Pine County's recycling rate is below average.

The Numbers

Recycling Rates (1995-2013)

