



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, May 19, 2015, 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 May 5, 2015 County Board Meeting and Summary for publication.
- F) Minutes of Boards, Committees and Correspondence
 East Central Regional Library Minutes – April 13, 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 April, 2015 Cash Balance (attached)

Fund	April 30, 2014	April 30, 2015	Increase(Decrease)
General Fund	(1,775,691.57)	69,072.23	1,844,763.80
Health and Human Services Fund	(372,867.61)	(879,252.03)	(506,384.42)
Road and Bridge Fund	2,603,068.50	4,233,533.83	1,630,465.33
Land Management Fund	1,973,213.04	2,191,429.45	218,216.41
TOTAL (inc non-major funds)	\$5,886,555.91	\$9,900,010.23	\$4,013,454.32

2. Application for Abatement

Consider Application for Abatement for MN Energy Resources Corp., Sturgeon Lake Township, PID P31.9905.000, pay 2015.

3. 2015 Timber Sale

May 13, 2015 timber sale update.

4. Federal Supplemental Boating Safety Patrol Grant

Consider approval of a \$4,500 Federal Supplemental Boating Safety Patrol grant to help enforcement of laws on area lakes and river and authorize Board Chair, County Administrator and County Sheriff to sign Grant Agreement. This grant covers patrol hours only.

5. Fraud Prevention Investigation (FPI) Grant Contract

Consider approval of the State of Minnesota Department of Human Services Multi-County Grant contract and authorize Board Chair to sign. Contract date is July 1, 2015 through June 30, 2017. No county tax levy dollars pay for this service.

6. Hiring

- A. Approve the hiring of Environmental/GIS Technician Joe Sanders, effective May 20, 2015, \$16.60 per hour, B24, step 1.
- B. Approve the hiring of Planning and Zoning Records Temp Andrea Ollig, effective June 4, 2015, \$10.00 per hour.
- C. Approve the hiring of 4-H Summer Assistant Dorothy Scharf, effective June 1, 2015, \$10.00 per hour.

7. Resignation and Backfill

Acknowledge the resignation of Sgt. Tom Meier effective May 4, 2015 and authorize backfill of position from the active eligibility list.

8. Training

- A. Consider IT Supervisor Ryan Findell to attend the 2015 MCCC Annual Conference, June 1-4, 2015, Alexandria. Registration \$65, lodging \$376.89; meals \$115.95; mileage approximately \$139. Total cost: approx. \$696.84. Funds are available in the 2015 IT budget.
- B. Consider Auditor-Treasurer Cathy Clemmer to attend the MACATFO Summer Conference, June 23-25, 2015, Ruttger's Bay Lake Lodge, Deerwood. Registration \$25, lodging/meals \$548.59. Total Cost: \$573.59. Funds available in the 2015 Auditor-Treasurer's budget.

REGULAR AGENDA

1. Public Hearing at 10:00 a.m. –Sandstone Township Septic Ordinance Repeal

Consider adoption of the ordinance repealing the Sandstone Township Sewage and Wastewater Ordinance on behalf of Sandstone Township and authorize Board Chair and County Administrator to sign. This ordinance would take effect June 1, 2015.

2. Facilities Committee

The Facilities Committee met May 11, 2015 and made the following recommendation (Minutes attached):
Approve server room chiller installation by Daikin Applied, in the amount of \$47,332.00.
Other items for informational purposes only.

3. Personnel Committee

Pine County Personnel Committee met May 12, 2015 and made the following recommendations (Minutes attached):

Jail

- i. Approve the hiring of a sixth jail sergeant in lieu of a full-time corrections officer.
- ii. Approve the creation of a lead court security officer, B24.
- iii. Approve the promotion of Court Security Officer Steve Olson to lead court security officer, effective May 20, 2015, \$17.95 per hour (B24).
- iv. Acknowledge the resignation of part-time Corrections Officer Benjamin Jahnz, effective April 22, 2015, and approve backfill.

Health & Human Services

- i. Acknowledge the resignation of part-time Registered Nurse Jamie Dickey, effective May 6, 2015, and approve backfill as a full-time registered nurse position.
- ii. Approve starting pay scale for nurse candidate, dependent upon qualifications, above step 1 of the AFSCME HHS wage scale.

Highway

Acknowledge the resignation of Highway Maintenance Worker Nick Pearson, effective May 26, 2015, and approve backfill.

Other items are for informational purposes only.

4. Request Public Hearing – Amendment to Liquor Ordinance

Schedule a public hearing for June 16, 2015 at 10:00 a.m. to consider amendment of the Pine County Liquor Ordinance relating to seasonal liquor licensing.

5. MPCA Grant – Electric Car

Consider approval to apply for a \$12,000 MPCA Grant, for a two-year electric car lease and authorize appropriate signatures.

6. Final Payment – Contract #1401

Consider approval of final payment to Hardrives, Inc. in the amount of \$86,655.46 for Contract #1401 related to SP 058-621-017; located on CSAH 21, from TH 48 to CSAH 30, and authorize County Administrator to sign Certificate of Final Contract Acceptance.

7. State of Minnesota Payment – Highway 70 Detour

Consider approval of Resolution 2015-14 State of Minnesota Department of Transportation and Pine County Detour Agreement for Trunk Highway No. 70 Detour in the amount of \$17,220.15 authorize Board Chair and County Administrator to sign Resolution and Agreement.

8. State of Minnesota Payment – Highway 23 Detour

Consider approval of Resolution 2015-15 State of Minnesota Department of Transportation and Pine County Detour Agreement for Trunk Highway No. 23 Detour in the amount of \$1,028.34 authorize Board Chair and County Administrator to sign Resolution and Agreement.

9. April Financial Update

10. Commissioner Updates

Soil & Water Conservation District
East Central Solid Waste Commission
East Central Regional Library Board
Law Library
Lakes & Pines
Other

11. Other

12. Upcoming Meetings –(Subject to Change)

- a. **Technology Committee, Tuesday, May 19, 2015, 8:30 a.m.**, Commissioners' Conference Room, Courthouse, Pine City, Minnesota.
- b. **Pine County Board Meeting, Tuesday, May 19, 2015, 10:00 a.m.**, Board Room, Pine County Courthouse, Pine City, Minnesota.
- c. **Kanabec-Pine Community Health Board, Wednesday, May 20, 2015**, Board Room, Pine County Courthouse, Pine City, Minnesota.

- d. Arrowhead Counties Association, Wednesday, May 20, 2015, 6:00 p.m., Hampton Inn, Duluth, Minnesota.**
- e. Rush Line Corridor Task Force, Thursday, May 21, 2015, 3:30 p.m., Maplewood Community Center, 2100 White Bear Ave. No., Maplewood, Minnesota.**
- f. GPS 45:93, Friday, May 22, 2015, 10:00 a.m., Sandstone City Hall, 119 4th Street, Sandstone, Minnesota.**
- g. CANCELLED: Snake River Watershed Meeting, Monday, May 25, 2015.**
- h. Special Meeting – Committee of the Whole, Tuesday, May 26, 2015, 9:00 a.m., Royalton Town Hall, 6052 Royalton Road, Braham, Minnesota.**
- i. NLX, Wednesday, May 27, 2015, 10:00 a.m., Board Room, Pine County Courthouse, Pine City, Minnesota.**
- j. NE MN Regional Radio Board, Thursday, May 28, 2015, 10:00 a.m., Jail Training Room, Pine County Courthouse, Pine City, Minnesota.**
- k. Central MN EMS Regional Meeting, Friday, May 29, 2015, 10:00 a.m., Stearns County Service Center, Waite Park, Minnesota.**
- l. Pine County Board Meeting, Tuesday, June 2, 2015, 10:00 a.m., Public Health Building, Sandstone, Minnesota.**

13. Adjourn

MINUTES OF PINE COUNTY BOARD MEETING

Regular Meeting

Tuesday, May 5, 2015, 10:00 a.m.
Public Health Building, Sandstone, Minnesota

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

The Pledge of Allegiance was said.

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

Chair Hallan requested the following revisions to the Agenda:

ADDITION to Consent Agenda Item 9: Hiring.

A. Approve hiring of four (4) temporary watercraft inspectors: Scott Taylor, John Dodge, James Cherewan and Bob Sunstrom, at a starting pay of \$10 per hour effective April 22, 2015.

B. Approve hiring of Building Maintenance Worker James Danielson, effective May 26, 2015, \$13.21 per hour (B21, step 1).

ADDITION to Regular Agenda Item #11 Other:

A. Teamsters/Deputies Arbitration Update.

B. Approve Resolution 2015-14 in Support of Family Pathways Providing Senior Services.

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

Commissioner Ludwig moved to approve the Minutes of the April 21, 2015 board meeting and Summary for publication. Second by Commissioner Chaffee. Motion carried 4-0.

Commissioner Chaffee moved to approve the Minutes of the April 21, 2015 Special Meeting-City/County Relations. Second by Commissioner Ludwig. Motion carried 4-0.

Minutes of Boards, Committees and Correspondence

Pine County Land Surveyor Monthly Report – April 2015

Pine County HRA Senior Housing Board of Directors Regular Meeting Minutes – March 25, 2015

Pine County Soil and Water Conservation District Minutes – April 2, 2015

Commissioner Ludwig moved to acknowledge the Minutes of Boards, Committees and Correspondence. Second by Commissioner Chaffee. Motion carried 4-0.

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

CONSENT AGENDA

1. April, 2015 Disbursements

Disbursements Journal Report, April 1, 2015 – April 30, 2015.

2. Applications for Abatement:

Approve:

a. Steven & Sharon White, 34329 So. Sand Rd., Sturgeon Lake, PID 33.0266.001, pay 2013-2015

b. Leslie Nordquist, 69009 Cane Creek Rd., Askov, PID 13.0019.000, pay 2015

- c. Thomas LaBathe, 88952 Sturgeon Island Road, Sturgeon Lake, PID 33.0700.000, pay 2014
- d. Dewey Samuelson, 26763 Northern Road, Pine City, PID 26.0344.000, pay 2013 and 2014

3. Liquor License

Approve an On/Off Sunday Liquor License for Tommy's Lakeside Bar & Grill, LLC for May 6-August 31, 2015, subject to State approval.

4. Temporary 3.2 Application

Approve a Temporary 3.2 License for the annual Sandstone Bulls & Barrels event May 15-17, 2015, 52820 County Highway 61, Sandstone (Dell Grove Township). Subject to approval by Dell Grove Township, Pine County Sheriff and Pine County Attorney.

5. Donation

Approve acceptance of \$325 donation from Piper Bixby to be dedicated to the HHS Parent Support Outreach Program.

6. Promotion

Approve the promotion of Lori Fore to Public Health Supervisor (C52), effective May 6, 2015, with a starting wage of \$31.50 per hour and authorize backfill of her position (without Team Leader classification).

7. Internship

Approve Andrea Wiener to complete an unpaid internship through HHS under the supervision of Barbara Schmidt.

8. Training

- A. Approve attendance by Michelle Kelash, fiscal officer, to the AMSSA summer conference, June 24-26, 2015 at Breezy Point. Registration \$50, accommodations \$400, no travel costs. Total \$450.
- B. Approve attendance by Lorri Houtsma and Karen Stumne, property appraisers, to the Minnesota Association of Assessing Officer (MAAO) course, Basic Income August 10-14, 2015 and the International Association of Assessing Officer (IAAO) course Income Approach to Valuation September 21-25, 2015. Both courses are offered at the Best Western Hotel and Conference Center in Plymouth. The course costs are as follows: MAAO/\$380 per person, IAAO/\$480 per person. Lodging in a shared room at a rate of \$77 per night for both courses will be required. Total costs: MAAO course (including lodging), \$1,145; IAAO course (including lodging), \$1,345.

9. Hiring

- A. Approve hiring of four (4) temporary watercraft inspectors: Scott Taylor, John Dodge, James Cherewan and Bob Sunstrom, at a starting pay of \$10 per hour effective April 22, 2015.
- B. Approve hiring of Building Maintenance Worker James Danielson, effective May 26, 2015, \$13.21 per hour (B21, step 1).

REGULAR AGENDA

1. Introduction of Probation Director Terry Fawcett

Chair Hallan introduced and welcomed Probation Director Terry Fawcett.

2. Public Hearing – Subdivision Ordinance Public Hearing

Chair Hallan opened the public hearing at 10:06 a.m. for approval of the Pine County Subdivision and Platting Ordinance. Land Services Director Kelly Schroeder explained the requested updates and revisions to the subdivision ordinance. Maynard Workman, Kettle River, requested clarification on lot sizes

allowed. Schroeder clarified the Kettle River corridor lots may be smaller than five acres.

There being no further comments, Chair Hallan closed the meeting at 10:08 a.m.

Motion by Commissioner Chaffee to approve the Pine County Subdivision and Platting Ordinance, effective June 1, 2015. Second by Commissioner Rossow. Motion carried 4-0.

3. **Technology Meeting**

The Technology Committee met April 21, 2015.

A. **E911 System Replacement**

Chair Hallan presented acquisition information of an updated E911 system due to “end of life” hardware. Hallan stated the county is forced to consider updating the E911 system.

Discussion was held regarding the AIRBUS system and the services it provides, maintenance costs, and projected life of system. Funding for the project would be as follows::

E911 Fund (current balance)	\$ 33,000
Redesignate funds from General Fund vehicle purchase	\$ 40,000
General Fund Technology Projects	\$ 10,000
General Fund Fund Balance	<u>\$ 55,029</u>
Total:	<u>\$138,029</u>

The project was recommended at the March 17, 2015 Pine County Public Safety Technology meeting.

Motion by Commissioner Ludwig to acquire the VESTA 9-1-1 from AIRBUS Defense and Space at a cost not to exceed \$138,029, with the final contract subject to review and approval of the county attorney. Second by Commissioner Chaffee. Motion carried 4-0.

B. **ADP Payroll**

Returned to Committee for further consideration.

4. **National Corrections Officers' Week**

Motion by Commissioner Rossow to approve Resolution 2015-12 recognizing correctional officers and correctional employees in Pine County. Second by Commissioner Chaffee. Motion carried 4-0.

5. **National Nurses' Week**

Motion by Commissioner Chaffee to approve Resolution 2015-13 recognizing nurses in Pine County. Second by Commissioner Rossow. Motion carried 4-0.

6. **Final Payment – Hardrives, Inc.**

County Engineer Mark LeBrun reported to the board regarding the completion of Contract #1303 related to: CP 058-167-002; Located on CR 167; between CSAH 61 and 1.25 miles East

CP 058-052-002; Located on CSAH 52; between CSAH 40 and 0.25 miles East

CP 058-061-004; Located on East Frontage Road

SAP 058-640-013; Located on CSAH 40; between CSAH 46 and 2.5 miles South

SAP 058-646-026; Located on CSAH 46; between CSAH 61 and I-35

SAP 058-651-005; Located on CSAH 51; between CSAH 46 and CSAH 10

SAP 058-651-022; Located on CSAH 61; between S. Co. Line and S. Limits of Pine City

Motion by Commissioner Chaffee to approve final payment to Hardrives, Inc. in the amount of \$175,678.73 and authorize County Administrator to sign the Certificate of Final Contract Acceptance. Second by Commissioner Ludwig. Motion carried 4-0.

7. **Equipment Rental Bids**

County Engineer presented equipment bids for summer use equipment.

Motion by Commissioner Rossow to accept the equipment rental bids as presented. Second by Commissioner Ludwig. Motion carried 4-0.

8. Strategic Plan Update

County Administrator presented the quarterly update for the 14 strategic goals set by the board and opened up for comments. Chair Hallan commented the goals are progressing well.

9. Special Meeting – City/County Relations

A Special Meeting – City/County Relations was scheduled for September 22, 2015, 7:00 p.m., Jury Assembly Room, Pine County Courthouse, Pine City, Minnesota.

10. Commissioner Updates

NLX (Commissioner Ludwig): NLX looking at ridership based on MnDOT figures; are continuing to look at the model.

NE MN Regional Radio Board (Chair Hallan): Radio Board is looking at policy decisions and with no money in consideration, attendance at meetings can be low.

Central MN EMS Regional Meeting (Commissioner Ludwig): This was a Special Meeting to set a two-year budget. State grant has remained flat. Need to go into reserves to maintain program but will maintain.

Snake River Watershed Joint Powers Board: No comment as Commissioner Mohr unable to attend today's board meeting.

AMC/MLBO Meeting: Commissioners Hallan and Chaffee and Administrator Minke met with AMC. Hallan pleased that Pine County is looked to as being a leader for these meetings. Chaffee stated Pine County has similar issue as other counties and Pine is continuing the open dialogue. Minke expressed the number of interest groups at the county level and the need to build relationships in conjunction with AMC.

Other: None.

11. Other

A. Administrator Minke presented the Teamsters' arbitration awarded received May 1, 2015:

COLA: 1.5% in each 2014 and 2015

Market Adjustment: 1% in 2015

Uniform Allowance: Increase from \$800 to \$850 in 2015

B. **Motion** by Commissioner Rossow to approve Resolution 2015-14 in support of Family Pathways providing senior services. Second by Commissioner Ludwig. Motion carried 4-0.

C. Administrator Minke provided information on the Basics of Planning & Zoning training. Training dates either May 27, 2015 or September 10, 2015.

12. Adjourn

With no further business, Chair Hallan adjourned the county board meeting at 10:46 a.m. The next regular meeting of the county board is scheduled for May 19, 2015 at 10:00 a.m. at the Board Room, Pine County Courthouse, Pine City, Minnesota.

Stephen M. Hallan, Chair
Board of Commissioners

David J. Minke, Administrator
Clerk to County Board

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

**Tuesday, May 5, 2015, 10:00 a.m.
Public Health Building, Sandstone, Minnesota**

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

The Pledge of Allegiance was said.

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

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

Commissioner Ludwig moved to approve the Minutes of the April 21, 2015 board meeting and Summary for publication. Second by Commissioner Chaffee. Motion carried 4-0.

Commissioner Chaffee moved to approve the Minutes of the April 21, 2015 Special Meeting-City/County Relations. Second by Commissioner Ludwig. Motion carried 4-0.

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

Disbursements Journal Report, April 1, 2015 – April 30, 2015.

Approve the following Applications for Abatement: Steven & Sharon White, 34329 So. Sand Rd., Sturgeon Lake; Leslie Nordquist, 69009 Cane Creek Rd.; Thomas LaBathe, 88952 Sturgeon Island Road, Sturgeon Lake; and Dewey Samuelson, 26763 Northern Road, Pine City.

Approve an On/Off Sunday Liquor License for Tommy's Lakeside Bar & Grill, LLC for May 6-August 31, 2015, subject to State approval.

Approve a Temporary 3.2 License for the annual Sandstone Bulls & Barrels event May 15-17, 2015, 52820 County Highway 61, Sandstone. Subject to approval by Dell Grove Township, Pine County Sheriff and Pine County Attorney.

Approve acceptance of \$325 donation from Piper Bixby to be dedicated to the HHS Parent Support Outreach Program.

Approve the promotion of Lori Fore to Public Health Supervisor (C52), effective May 6, 2015, with a starting wage of \$31.50 per hour and authorize backfill of her position (without Team Leader classification).

Approve Andrea Wiener to complete an unpaid internship through HHS under the supervision of Barbara Schmidt.

Approve attendance by Michelle Kelash, fiscal officer, to the AMSSA summer conference. Total cost: \$450.

Approve attendance by Lorri Houtsma and Karen Stumne, property appraisers, to the Minnesota Association of Assessing Officer (MAAO) course, Basic Income and the International Association of Assessing Officer (IAAO) course Income Approach to Valuation. Total costs: MAAO course (including lodging), \$1,145; IAAO course (including lodging), \$1,345.

Approve hiring of four (4) temporary watercraft inspectors: Scott Taylor, John Dodge, James Cherewan and Bob Sunstrom, at a starting pay of \$10 per hour effective April 22, 2015.

Approve hiring of Building Maintenance Worker James Danielson, effective May 26, 2015, \$13.21 per hour (B21, step 1).

Public Hearing – Subdivision Ordinance Public Hearing

Chair Hallan opened the public hearing at 10:06 a.m. for approval of the Pine County Subdivision and Platting Ordinance. Maynard Workman, Kettle River, requested clarification on lot sizes allowed. There being no further comments, Chair Hallan closed the meeting at 10:08 a.m.

Motion by Commissioner Chaffee to approve the Pine County Subdivision and Platting Ordinance, effective June 1, 2015. Second by Commissioner Rossow. Motion carried 4-0.

The Technology Committee met April 21, 2015.

A. E911 System Replacement

Motion by Commissioner Ludwig to acquire the VESTA 9-1-1 from AIRBUS Defense and Space at a cost not to exceed \$138,029, with the final contract subject to review and approval of the county attorney. Second by Commissioner Chaffee. Motion carried 4-0.

B. ADP Payroll

Returned to Committee for further consideration.

Motion by Commissioner Rossow to approve Resolution 2015-12 recognizing correctional officers and correctional employees in Pine County. Second by Commissioner Chaffee. Motion carried 4-0.

Motion by Commissioner Chaffee to approve Resolution 2015-13 recognizing nurses in Pine County. Second by Commissioner Rossow. Motion carried 4-0.

Motion by Commissioner Chaffee to approve final payment to Hardrives, Inc. in the amount of \$175,678.73 and authorize County Administrator to sign the Certificate of Final Contract Acceptance. Second by Commissioner Ludwig. Motion carried 4-0.

Motion by Commissioner Rossow to accept the equipment rental bids as presented. Second by Commissioner Ludwig. Motion carried 4-0.

A Special Meeting – City/County Relations was scheduled for September 22, 2015, 7:00 p.m., Jury Assembly Room, Pine County Courthouse, Pine City, Minnesota.

Motion by Commissioner Rossow to approve Resolution 2015-14 in support of Family Pathways providing senior services. Second by Commissioner Ludwig. Motion carried 4-0.

With no further business, Chair Hallan adjourned the county board meeting at 10:46 a.m. The next regular meeting of the county board is scheduled for May 19, 2015 at 10:00 a.m. at the Board Room, Pine County Courthouse, Pine City, Minnesota.

Stephen M. Hallan, Chair
Board of Commissioners

David J. Minke, Administrator
Clerk to County Board

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

Time: Monday, April 13, 2015

Place: ECRL Headquarters, Cambridge

Present: Board Members – Niemi, Don (Aitkin); Raisanen, James (Aitkin); Hommes, Linda (Aitkin); Byrne, Richard (Chisago); McMahon, George (Chisago); Schlumbohm, William (Chisago); Lee, Karen (Isanti); Misiura, Audrey (Isanti); Warring, Mike (Isanti); Anderson, Gene (Kanabec); Kramersmeier, Charlotte (Mille Lacs); Reynolds, Genny (Mille Lacs); Sauer, Tom (Mille Lacs); Swanson, Margery (Pine); Steve Chaffee (Pine)

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

Absent Board Members: Arseneau Lee, Lise (Kanabec); Jensen, Robert (Kanabec); Goddard, Carol (Pine)

Call to Order:

James Raisanen called the April 13, 2015 meeting of the East Central Regional Library to order at 9:30 a.m.

Pledge of Allegiance & Introductions: No introductions

Adopt/Amend Agenda:

M/S/P: unanimous

McMahon/Niemi

Period for Public Comment – none

Approval of Previous Minutes – 3/9/15

M/S/P: unanimous

Reynolds/McMahon

Bills: March 2015

M/S/P: unanimous

Karen Lee/ Kramersmeier - move to accept March 2015 bills as presented.

Financial Reports: March 2015

M/S/P: unanimous

Karen Lee/McMahon - move to accept financial report as presented.

Questions/discussion on what money is used for.

ECRL Administrative Reports

A. Director's Organizational Report

Misselt: passed around binder copy of 2014 Annual Report submitted to Department of Education. Also additional library statistics spreadsheets distributed at meeting.

Personnel – Mora Branch Library Aide position is filled.

B: Branch Highlights

Lydon: The Once Upon a Reader Traveling Trunk Show was well received in 4 locations (Cambridge, North Branch, Aitkin, and Mora). All other branches and the Mille Lacs Reservation Head Start are presenting the program Old McDonald Had a Banjo as part of the Once Upon a Reader statewide project. The book Moo is read at each program.

The Branch Librarians participated in a kickoff for 2015 Summer Reading Program.

Other Reports:

Personnel Committee – Misselt explained need for changes in job descriptions, salary adjustments, cross training employees.

Proposed ECRL Organizational Chart discussed. Job descriptions and salary range changes were explained.

The board endorsed the recommended changes from the Personnel Committee.

Administration will work with Nystuen and Associations to develop needed position and salary changes. Proposal will be brought to Personnel Committee and Board in June.

Old Business: -

Library Automation Support vendor – Misselt – informational/discussion

2014 Annual Report & Statistics – informational – Misselt reviews charts.

New Business:

Policy Bill re: Library Regional Directors – Misselt: explains MDE policy and library needs

Discussion – the MDE policy as proposed would limit local control in hiring a Director

M/S/P: unanimous

McMahon/Misiura - Opposes the MDE Policy Bill for hiring Regional Public Library Directors.

St Cloud State/CMLE Relationship – Misselt: information presented that was shared by CMLE regarding potential non-renewal of CMLE contract with St Cloud State Univerision.

Discussion regarding CMLE and responsibilities of ECRL and GRRL. Misiura and Kramersmeier are the board appointed representatives for the CMLE Board of Directors.

Trustee Issues:

2015 Legislative Session – Informational

Future agenda: More information on St. Cloud State/CMLE relationship and services

Next Meeting:

May 11, 2015 Milaca Library at 9:30 a.m.

Motion to Adjourn:

Time: 11:20

M/S/P: unanimous

Niemi/Misiura

Audrey Misiura, Secretary

Marlys Carlson, Recorder



AGENDA REQUEST FORM

Date of Meeting: May 19, 2015

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

Agenda Item: April, 2015 Cash Balance

Department: Auditor-Treasurer

Cathy Clemons
Department Head signature

Background information on Item:

Action Requested:

Financial Impact:

TREASURER'S CASH TRIAL BALANCE COMPARISON

FUND	April 30, 2014 BALANCE	April 30, 2015 BALANCE	DIFFERENCE
1 - GENERAL	(1,775,691.57)	69,072.23	1,844,763.80
12 - H&HS	(372,867.61)	(879,252.03)	(506,384.42)
13 - ROAD & BRIDGE	2,603,068.50	4,233,533.83	1,630,465.33
22 - LAND	1,973,213.04	2,191,429.45	218,216.41
TOTAL (incl non-major funds)	\$5,886,555.91	\$9,900,010.23	4,013,454.32

CATHYJ
5/11/15 11:10AM

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

TREASURER'S CASH TRIAL BALANCE

As of 04/2015



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
1 General Revenue Fund	3,661,974.35			
Receipts		381,527.54	1,438,183.09	
Disbursements		519,888.12-	2,152,846.96-	
Payroll		1,034,574.66-	3,227,470.35-	
Journal Entries		1,191.20-	349,232.10	
Fund Total		1,174,126.44-	3,592,902.12-	69,072.23
12 Health & Human Services	2,016,009.86	420 H&Hs-Income Maintenance		
Receipts		60,745.90	478,713.82	
Disbursements		78,125.69-	260,205.77-	
Payroll		206,090.65-	633,863.62-	
Journal Entries		2,760.07	51,227.82	
Dept Total		220,710.37-	364,127.75-	1,651,882.11
12 Health & Human Services	1,961,233.96-	430 H&Hs-Social Services		
Receipts		135,966.14	698,290.14	
Disbursements		36,362.75-	106,855.52-	
SSIS		193,743.32-	917,536.98-	
Payroll		198,042.44-	691,213.76-	
Journal Entries		37,713.74	107,698.27	
Dept Total		254,468.63-	809,617.85-	2,770,851.83-
12 Health & Human Services	0.00	440 Childrens Collaborative (H&Hs)		
Dept Total		0.00	0.00	0.00
12 Health & Human Services	188,681.36	481 Nursing-Community Health (H&Hs)		
Receipts		107,204.47	497,787.35	
Disbursements		6,038.09-	297,262.39-	
Payroll		78,379.98-	301,603.80-	
Journal Entries		25.65-	11,253.00	

- 874,252.03

CATHYJ
5/11/15 11:10AM

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

TREASURER'S CASH TRIAL BALANCE

As of 04/2015



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Dept Total		22,760.75	89,845.84-	98,835.52
Fund Total	243,457.24	452,418.25-	1,263,591.44-	1,020,134.20-
 13 Road & Bridge Fund	 1,571,228.77			
Receipts		252,359.92	4,353,442.78	
Disbursements		128,013.65-	1,060,870.64-	
Payroll		210,232.85-	663,889.34-	
Journal Entries		2,055.00-	33,622.26	
Fund Total		87,941.58-	2,662,305.06	4,233,533.83
 14 Ditch Maintenance (Sr) Fund	 12,031.51			
Journal Entries		0.00	30.42	
Fund Total		0.00	30.42	12,061.93
 20 County-Wide Rehab (Sr) Fund	 189.13			
Receipts		0.00	0.11	
Journal Entries		0.02	0.11	
Fund Total		0.02	0.22	189.35
 21 800 MHz Project Fund	 0.00			
Fund Total		0.00	0.00	0.00
 22 Land Management Fund	 2,089,547.86			
Receipts		60,550.41	232,279.75	
Disbursements		2,338.61-	12,521.15-	
Payroll		10,278.01-	32,692.97-	
Journal Entries		184.04-	85,184.04-	

CATHYJ
5/11/15 11:10AM

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

TREASURER'S CASH TRIAL BALANCE

As of 04/2015



<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Fund Total		47,749.75	101,881.59	2,191,429.45
29 Children's Collab (H&Hs) Agency Fund	440	Childrens Collaborative (H&Hs)		
	58,312.24			
Receipts		0.00	26,128.00	
Disbursements		0.00	33,294.00-	
Journal Entries		26.16	37.88	
Dept Total		26.16	7,128.12-	51,184.12
Fund Total	58,312.24	26.16	7,128.12-	51,184.12
35 2004 Street Reconstruct Bond Fund	0.00			
Fund Total		0.00	0.00	0.00
37 County Railroad Authority	5,043.78			
Disbursements		0.00	500.00-	
Journal Entries		0.00	299.85	
Fund Total		0.00	200.15-	4,843.63
38 Building Fund	7,303.52			
Fund Total		0.00	0.00	7,303.52
39 2005A G.O. Jail Bonds	993,252.24			
Receipts		0.00	2,909.68	
Disbursements		0.00	903,930.63-	
Journal Entries		0.00	33,931.13	
Fund Total		0.00	867,089.82-	128,182.42



**** Pine County ****

CATHYJ
5/11/15

11:10AM

As of 04/2015

TREASURER'S CASH TRIAL BALANCE

<u>Fund</u>		<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
40	2012 C.O. Courthouse Bonds	836,470.66			
	Disbursements		0.00	741,725.00-	
	Journal Entries		0.00	26,163.09	
	Fund Total		0.00	715,561.91-	120,908.75
41	2005 Hra Bonds				
	Fund Total	0.00	0.00	0.00	0.00
76	Group Health Ins Fund 5/1/95 (Gen)	712,304.75-			
	Receipts		245,784.34	1,029,454.05	
	Disbursements		244,716.59-	1,019,582.86-	
	Journal Entries		4,418.00	17,672.00	
	Fund Total		5,495.75	27,543.17	684,761.59-
80	County Collections Agency Fund	19,014.47			
	Receipts		8,691.25	456,238.32	
	Disbursements		9,423.00-	459,342.20-	
	Fund Total		731.75-	3,103.88-	15,910.59
82	Taxes And Penalties Agency Fund	963,797.96			
	Receipts		3,822,330.11	4,599,663.87	
	Disbursements		666.37-	529,012.37-	
	Journal Entries		0.00	450,870.90-	
	Fund Total		3,821,663.74	3,619,780.60	4,583,576.56
84	East Central Drug Task Force Agency Fur	103,203.39			
	Receipts		0.00	45,467.53	

CATHYJ
5/11/15

11:10AM

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

As of 04/2015

TREASURER'S CASH TRIAL BALANCE

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Disbursements		0.00	49,431.53-	
Journal Entries		0.00	229.80-	
Fund Total		0.00	4,173.80-	99,029.59
89 H & Hs Collections Agency Fund	801	Non-Departmental		
	6,368.21			
Receipts		119,418.88	191,344.89	
Disbursements		3,110.13-	11,864.53-	
Journal Entries		41,030.43-	96,150.52-	
Dept Total		75,278.32	83,329.84	89,698.05
Fund Total	6,368.21	75,278.32	83,329.84	89,698.05
All Funds	9,858,890.57			
Receipts		5,194,588.96	14,049,903.38	
Disbursements		1,028,683.00-	7,639,245.57-	
SSIS		193,743.32-	917,536.98-	
Payroll		1,737,598.59-	5,450,733.84-	
Journal Entries		431.67	1,267.33-	
Total	2,234,995.72	41,119.56		9,900,010.23



AGENDA REQUEST FORM

Date of Meeting: May 19, 2015

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

Agenda Item: Application for Abatement

Department: Auditor-Treasurer

Cathy Clonier
 Department Head signature

Background information on Item:

MN Energy Resources Corp, Sturgeon Lake Twp, PID P31.9905.000, pay 2015

Action Requested:

Financial Impact:

APPLICATION FOR ABATEMENT - GENERAL FORM

(M.S. 375.192)

DATE: 5/7/15

For Taxes Levied In: 2014
And Payable In: 2015

Abatement # AB15-21

Please Print Or Type

Applicants Name: <u>MW Energy Resources Corp</u>	Applicants Mailing Address: <u>PO Box 19001</u>
Applicant's SSN: <u>n/a</u>	<u>Green Bay, WI 54307</u>
Telephone (Home): _____	
Telephone (Work): _____	

Description Of Property: Property ID or Parcel Number: 2314905.000
Street Address: n/a
Township/City: Sturgeon Lake Twp
School District: 095

Legal Description: State Assessed - Sturgeon Lake Twp.

ASSESSOR'S ESTIMATED MARKET VALUE:

Land: 0 Structures: 3,300 Total: 3,300 Classification: 455-0-039

Applicants Statement of Facts:

Parcel was replaced by 31.9906.000 (correct school district) - this parcel should have been deleted.

Applicants Request:

Remove 2015 tax.

Applicant's Signature: [Signature]
Admin. Abatement

NOTE: Minnesota Statutes 1988, Section 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000, or both."



AGENDA REQUEST FORM

Date of Meeting: May 19, 2015

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

Agenda Item: 5-13-15 Timber Sale Update

Department: Land-Auditor/Treasurer

Cathy Clummet
Department Head signature

Background information on Item:

For informational purposes only - results of Timber Sale held 5-13-15

Action Requested:

None

Financial Impact:

Pine County Land Department
 Timber Auction Results
 May 13th, 2015

Product	Value	Cords	\$/Cord
Ash Pulp	\$ 10,934.80	965	\$ 11.33
Aspen Pulp	\$ 652,793.40	7,390	\$ 88.33
Birch Pulp	\$ 41,778.60	1,135	\$ 36.81
Maple Pulp	\$ 18,200.40	470	\$ 38.72
Miscellaneous	\$ 742.00	53	\$ 14.00
Oak Pulp/Logs	\$ 38,418.10	925	\$ 41.53
Pine Pulp	\$ 100.00	28	\$ 3.57
Jack Pine Pulp	\$ 6,905.25	135	\$ 51.15
TOTAL	\$ 769,872.55	11101	\$ 69.35

Sale	Purchaser	Appraised Value	Bid	Sale Value
PA-1-15	Gibson Logging	\$100.00	Appraised	\$100.00
PA-2-15	JNI Firewood/Gibson	\$742.00	Appraised	\$742.00
PA-3-15	Duane Glienke	\$2,700.00	Appraised	\$2,700.00
PA-4-15	Gibson Logging	\$25,465.00	54%	\$39,216.10
PA-5-15	Duane Glienke	\$44,260.00	Appraised	\$44,260.00
PA-6-15	Saapi	\$75,745.00	241%	\$258,290.45
PA-7-15	Saapi	\$5,650.00	Appraised	\$5,650.00
PA-8-15	FutureWood	\$136,900.00	206%	\$418,914.00
Totals		\$291,562.00		\$769,872.55



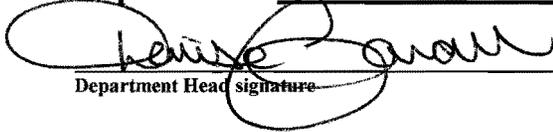
AGENDA REQUEST FORM

Date of Meeting: May 19, 2015

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

Agenda Item: Federal Supplemental Boating Safety Patrol Grant

Department: Pine County Sheriff's Office


 Department Head signature

Background information on Item:

The Pine County Sheriff's Office has been awarded a \$4,500 Federal Supplemental Boating Safety Patrol Grant to help enforce the law on area lakes and rivers. This grant only covers patrol hours.

Action Requested:

The Pine County Sheriff's Office respectfully asks for the approval of the Federal Supplemental Boating Safety Patrol Grant.

Financial Impact:

This is a non-matching grant.



2015 STATE OF MINNESOTA
FEDERAL SUPPLEMENTAL BOATING SAFETY PATROL
GRANT AGREEMENT

ENCUMBRANCE WORKSHEET

Contract #: 91924

PO #: 3000074205

State Accounting Information

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2015	Source Type REIMB	Vendor Number 0000197310-001
Total Amount \$4,500	Project ID R29G4CGSFY15	Billing Location R297000221	DUNS 019066948	

Accounting Distribution

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R294203	Category 84101501	Account 441302	Activity A4CG002
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Grant Begin Date May 8, 2015	Grant End Date September 7, 2015
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Grantee Name and Address:

Pine Co. Sheriff
635 Northridge Dr. NW
Pine City, MN 55063

Payment Address:
(where DNR sends the check)

Pine Co. Treasurer
635 Northridge Dr. NW #230
Pine City, MN 55063

**2015 STATE OF MINNESOTA
FEDERAL SUPPLEMENTAL BOATING SAFETY PATROL
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and Pine Co. Sheriff, 635 Northridge Dr. NW, Pine City, MN 55063 ("Grantee"). The payment address for this grant agreement is Pine Co. Treasurer, 635 Northridge Dr. NW #230, Pine City, MN 55063.

Recitals

1. Under Minnesota Statute § 84.085, Subdivision 1(c) the State is empowered to enter into this grant.
2. This grant will be used to cover the cost of additional boating safety patrol of lakes and rivers in the county.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statute §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1 Term of Grant Agreement

- 1.1 **Effective date:** May 8, 2015. Once this grant agreement is fully executed, the Grantee may claim reimbursement for 2015 grant expenditures incurred back to the effective date. Reimbursements will only be made for expenditures made according to the terms of this grant.
- 1.2 **Expiration date:** September 7, 2015. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will provide additional boating safety patrol hours during high watercraft use periods through the payment of overtime or the addition of enforcement personnel. The Grantee will submit to the State a written plan to carry out the provisions of this grant. Provisions of Chapter 86B, the provisions of Chapter 169A pertaining to motorboats and the Boat and Water Safety Rules, hereinafter referred to as the "Minn. Rules" will be enforced. Refer to Exhibit "A" which is attached and incorporated into this agreement for more information on allowable expenses.

Reporting Requirements: The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing.

3 Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to Four thousand five hundred dollars (\$4,500).
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed Four thousand five hundred dollars (\$4,500).

4.2 **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices may be submitted at the end of the grant period or as often as monthly. Each invoice shall be accompanied by log sheets or activity sheets as described in Exhibit A. The final invoice and required narrative report must be submitted to the State not later than October 6, 2015, unless an extension is granted in writing from the State.
- (b) **Federal funds.** Payments under this grant agreement will be made from federal funds obtained by the State through the U.S. Coast Guard, Department of Homeland Security -- through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (CFDA number 97.012) in U.S.C. 13101-13110. Exhibit "B" is attached and incorporated into this grant agreement. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

- 4.3 Contracting and Bidding Requirements per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property:
- (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
 - (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
 - (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 **Conditions of Payment**

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representative**

The State's Authorized Representative is Rodmen Smith, Assistant Director, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5054, rodmen.smith@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is the County Sheriff or designee. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Grant Agreement Complete**

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement, including Exhibits "A" and "B," contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8 **Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

- 9 **State Audits**
Under Minnesota Statute § 16B.98, Subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction 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 grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.
- 10 **Government Data Practices and Intellectual Property**
10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute § 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.
- 11 **Workers' Compensation**
The Grantee certifies that it is in compliance with Minnesota Statute § 176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.
- 12 **Publicity and Endorsement**
12.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant agreement.
12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.
- 13 **Governing Law, Jurisdiction, and Venue**
Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14 **Termination**
14.1 **Termination by the State.** The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:
a) It does not obtain funding from the Minnesota Legislature
b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15 **Data Disclosure**
Under Minnesota Statute § 270C.65, Subdivision 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: Brenda Medd

Date: 4/22/15

SWIFT Contract # 91924

Purchase Order # 3000074205

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: County Sheriff

Date: _____

By: _____

Title: Chairperson of County Board

Date: _____

By: _____

Title: County Auditor or Administrator

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Assistant Director, Enforcement Division – Central Office

Date: _____

Attachments: Exhibits "A" & "B"

Distribution:

- 1. DNR - OMBS
- 2. Grantee - 2 (Sheriff's Office & Co. Board)
- 3. State's Authorized Representative

**2015 FEDERAL BOATING ENFORCEMENT
SUPPLEMENTAL AGREEMENT
(CFDA #97.012)**

1. The purpose of this program is to provide supplementary funding to the County to provide for additional boating safety patrol hours during high-use periods through the payment of straight time, overtime, or the addition of enforcement personnel on a temporary basis. Other activities such as rental boat inspections, training, extended search and rescue operations, aids-to-navigation work, aquatic invasive species (AIS) enforcement or inspections, talks and displays **do not qualify** for reimbursement under this program. Incidental on-scene accident investigation, assistance to the public and immediate search and rescue operations by personnel assigned to this program are authorized.
2. Unless otherwise noted in this exhibit, the program shall begin on Friday, May 8, 2015 and end at midnight, Monday, September 7, 2015. Grant return deadline is Monday, June 1, 2015 unless an extension is granted in writing from the state.
3. Reimbursable hours and days of operation shall occur during the following days and hours:

The schedule of hours shall be left to the county. Scheduling, however, should be made to coincide with periods of activity or complaints and night patrols are encouraged. *If at all possible, schedules should be canceled or delayed if inclement weather is expected.*
4. Emphasis on this program shall be placed on the following violations:
 - Boating while intoxicated
 - Personal watercraft operation
 - Careless and reckless operation
 - Speed and wake violations
 - Use of navigation lights
 - Other boating equipment and registration violations
5. Allowable costs include overtime patrol hours, additional personnel salary and appropriate fringe benefits associated with patrol. No indirect costs will be paid by the state. Invoices may be submitted at the end of the grant period or as often as monthly. A copy of the daily logs of each deputy involved - showing hours on duty, water body patrolled, boats stopped, citations or warnings issued and other pertinent information on a daily basis must be submitted with the monthly reimbursement invoice. The deputy and his or her supervisor must sign each log sheet. Reimbursement requests must also include a summary of the times and hours worked and total costs for each deputy by date.

All other expenses, such as fuel, training, repairs, boats, meals etc. must be paid by the county (use of the regular 2015 state boat and water safety grant funds for these other expenses is an allowable cost). The county will be responsible for any unemployment or worker's compensation costs associated with the program.
6. Each participating county, with the last payment request, will submit a written review of the program. Final payment will not be made without this narrative, which shall include a summary of the county's activities, accomplishments and suggested changes for future funding.
7. **Deadline for the final invoice and narrative is Tuesday, October 6, 2015. Any invoice submitted after that date will not be reimbursed, unless an extension is granted in writing from the State.**
8. Hours from this program will be excluded in determining the regular 2017 county grant allocation.
9. These funds are not designed to take the place of existing funding, but rather to supplement it. A copy of the 2015 county supplemental patrol work plan must be submitted to the State for approval before the grant may be processed.

2015 FEDERAL ASSURANCES NON-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508) and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (1) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-248 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1995 and OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations." *(see below).
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**If the COUNTY (as defined on page 1 of this grant) expends more than \$500,000 in federal assistance per year, it agrees to have a program-specific or single audit made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133 – "Audits of States, Local Governments and Non-Profit Organizations." Copies of the audit report are required to be sent to the following: 1) Office of the State Auditor – Single Audit Division, Suite 400, 525 Park Street, St. Paul, MN 55103, 2) Minnesota Department of Natural Resources, Internal Audit Section – Office of Management & Budget Services 500 Lafayette Road, St. Paul, MN 55155 and 3) The Federal Single Audit Clearinghouse located at: Bureau of the Census, Data Preparation Division, 1201 East 10th Street, Jeffersonville, IN 47132.*



AGENDA REQUEST FORM

Date of Meeting: 5/19/2015

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

Agenda Item: FPI Grant Contract

Department: HHS

Rebecca Boss
Department Head signature

Background information on Item:

This is the regional FPI contract for Aitkin, Carlton, Kanabec and Pine Counties. Pine County is the contract host, contract dates 7/1/2015 to 6/30/2017. The full-time FPI Welfare Fraud Investigator is to serve all four counties. All costs associated with the position will be reimbursed by the State of MN in an amount up to \$100,000 for each state fiscal year 2016 and 2017.

This grant funds Osten Berg's position.

Action Requested:

Recommend approval.

Financial Impact:

No county tax levy dollars pay for this service. All costs are reimbursed up to \$100,000.

State of Minnesota Department of Human Services Multi-County Grant Contract

THIS GRANT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services, Office of the Inspector General, Financial Fraud and Abuse Investigations Division (hereinafter STATE) and the Pine County Health & Human Services, an independent contractor, not an employee of the State of Minnesota, address: 130 Oriole St. E., Ste. 1, Sandstone, MN 55072 (hereinafter REGIONAL ADMINISTRATIVE AGENCY).

RECITALS

WHEREAS, the STATE, pursuant to Minnesota Statutes, sections 256.01, 256.983 and 119B.02, subdivision 5 is empowered to enter into contracts with counties for maintaining, establishing and funding cost effective Fraud Prevention Investigation (FPI) programs in accordance with operational requirements, forms and reporting mechanisms as contained in the FPI Program Guidelines (FPI Guidelines) which are incorporated herein by reference;

WHEREAS, the REGIONAL ADMINISTRATIVE AGENCY FPI program service area consists of the following counties: Aitkin, Carlton, Kanabec and Pine (COUNTIES);

WHEREAS, Pine County Health & Human Services or its successor will be the fiscal agent for the REGIONAL ADMINISTRATIVE AGENCY; and

WHEREAS, REGIONAL ADMINISTRATIVE AGENCY represents that it is duly qualified and willing to perform the services set forth herein,

NOW, THEREFORE, it is agreed:

CONTRACT

1. REGIONAL ADMINISTRATIVE AGENCY'S DUTIES. REGIONAL ADMINISTRATIVE AGENCY shall:

- 1.1. Conduct timely fraud prevention investigations of applicants, recipients, and other participants in the human services programs administered by the counties.
- 1.2. Ensure that its FPI program operations and investigative techniques follow the STATE's FPI Guidelines, which are incorporated herein by reference, federal regulations, Minnesota laws, and county ordinances.
- 1.3. Refer for criminal prosecution public assistance recipients and providers who have committed intentional program violations (IPV) or, when such prosecutions are declined by a county attorney or the county decides not to pursue criminal prosecution of an IPV, pursue administrative disqualification of a provider or recipient in lieu of criminal prosecution in compliance with Minnesota Statutes, section 256.046.

- 1.4. Use staff that qualify as investigators through the REGIONAL ADMINISTRATIVE AGENCY's personnel classification system or licensed by either the State of Minnesota Board of Peace Officer Standards and Training (POST) or State of Minnesota Board of Private Detective and Protective Agent Services.
- 1.5. Notify the STATE of any staffing changes that result in fewer FPI investigators than are in the REGIONAL ADMINISTRATIVE AGENCY's approved contract attachments. REGIONAL ADMINISTRATIVE AGENCY staff changes that result in fewer investigators permanently will likely result in reduced FPI program funding.
- 1.6. Allow REGIONAL ADMINISTRATIVE AGENCY FPI staff to attend and participate in the development and presentation of STATE sponsored training and/or other FPI program related workgroups.
- 1.7. Utilize the State's FPI Program Integrity Network (PIN) for FPI staff to report the results of public assistance fraud investigations, whether administrative, civil or criminal.
- 1.8. Maintain investigative case files as required by the FPI Guidelines. The REGIONAL ADMINISTRATIVE AGENCY shall provide the STATE access to all FPI case files during the REGIONAL ADMINISTRATIVE AGENCY'S regular business hours.
- 1.9. Timely submit narrative, financial and/or statistical reports either as required in FPI Guidelines or as requested by the STATE.
- 1.10. Ensure that eligibility workers in all counties make referrals to the REGIONAL ADMINISTRATIVE AGENCY's staff or other counties outside of the Region, when appropriate and cooperate with case action reporting requirements.
- 1.11. Ensure that healthcare overpayments arising from FPI investigations are calculated and reported to FPI investigators to the same extent as all other programs related to the FPI program. The STATE will regularly monitor the REGIONAL ADMINISTRATIVE AGENCY'S compliance with this obligation. Compliance will be a component of the STATE'S evaluation of the REGIONAL ADMINISTRATIVE AGENCY'S FPI program.
- 1.12. Annually provide training to REGIONAL COUNTIES' eligibility workers in fraud detection to assist them in identifying cases that should be referred.
- 1.13. Evaluate FPI referral rates among eligibility workers in order to help identify fraud detection training needs.
- 1.14. Cooperate with the STATE in maintaining cost effective program operations by expanding FPI service coverage to other counties as deemed necessary by the STATE.
- 1.15. Provide short term fraud prevention investigation services to other counties as deemed necessary by the STATE.
- 1.16. Submit quarterly claim reimbursement for the FPI program expenditures on the STATE's Financial Operations Division's Quarterly Income Maintenance Administrative Expense Report (Form No. DHS 2550).
- 1.17. **REQUIRED REGIONAL ADMINISTRATIVE AGENCY ATTACHMENTS.** The REGIONAL ADMINISTRATIVE AGENCY agrees to incorporate by reference the following information as an attachment to this contract. This information must be provided to and approved by the STATE before this contract becomes effective:
 - (a.) REGIONAL ADMINISTRATIVE AGENCY organizational chart showing its management structure and divisions, and the number and placement of REGIONAL ADMINISTRATIVE AGENCY FPI staff within this structure.
 - (b.) Position descriptions and personnel classification of funded REGIONAL ADMINISTRATIVE AGENCY FPI employees, including an itemization of all tasks performed and the percentage of time spent on those tasks.
 - (c.) Where applicable, contractual agreements between REGIONAL ADMINISTRATIVE

AGENCY and service providers of fraud prevention investigation services.

- (d.) A copy of the REGIONAL ADMINISTRATIVE AGENCY'S policy and procedures for resolving intentional program violations through criminal prosecution or through the administrative disqualification hearing process when a completed fraud prevention investigation identifies an intentional program violation and no criminal action is taken.

1.18. **REGIONAL ADMINISTRATIVE AGENCY OBLIGATIONS RELATED TO USE OF THE STATE'S PROGRAM INTEGRITY NETWORK (PIN) ELECTRONIC DATABASE.**

- (a.) The REGIONAL ADMINISTRATIVE AGENCY is responsible for ensuring that the STATE'S PIN electronic database is utilized only by FPI staff or agents, and their related support staff where applicable, and only for legitimate REGIONAL ADMINISTRATIVE AGENCY REGIONAL ADMINISTRATIVE AGENCY business or State business.
- (b.) The STATE is exclusively responsible for approving requests for PIN access and for determining and providing access rights to all PIN users. PIN access shall be granted only to individuals performing investigative work essential to the FPI program.
- (c.) The REGIONAL ADMINISTRATIVE AGENCY shall ensure that all users and agents who are provided access to PIN fully complete a PIN Access Request form approved and signed by their immediate supervisor. The REGIONAL ADMINISTRATIVE AGENCY shall maintain the original and send a copy to the State. All PIN Access Request forms must be sent to the STATE'S FPI Program Administrator or her/his successors.
- (d.) If any REGIONAL ADMINISTRATIVE AGENCY supervisor, manager, or executive, or county personnel responsible for monitoring access to state or county electronic databases, develops a reasonable suspicion that PIN or any database that is accessed through PIN or used for investigative purposes, has been used or accessed improperly or illegally, the REGIONAL ADMINISTRATIVE AGENCY shall immediately investigate the matter and notify the STATE in writing no later than one (1) day following the REGIONAL ADMINISTRATIVE AGENCY'S confirmation that an improper or illegal access, use or disclosure has occurred. "Reasonable suspicion" means any information or data that objectively supports the REGIONAL ADMINISTRATIVE AGENCY'S belief that improper or illegal access, disclosure or use has occurred. A request to the STATE (or any other database provider) for an audit of any PIN user's use or access does not constitute notice of illegal or improper use or a determination that improper or illegal use has occurred.
- (e.) The REGIONAL ADMINISTRATIVE AGENCY shall provide the STATE with all details of the improper or illegal use or disclosure. Failure to provide this notice may result in the REGIONAL ADMINISTRATIVE AGENCY'S loss of access to PIN. The STATE may terminate, suspend or otherwise limit the REGIONAL ADMINISTRATIVE AGENCY'S or any user's or agent's access to PIN based upon a determination that PIN was accessed or used improperly or illegally, or if a REGIONAL ADMINISTRATIVE AGENCY user or agent is responsible for an improper disclosure. The REGIONAL ADMINISTRATIVE AGENCY agrees to cooperate with any investigation related to PIN, or any database accessed through PIN, improper or illegal use or disclosure as required or requested by the STATE.
- (f.) Within one (1) business day following any REGIONAL ADMINISTRATIVE AGENCY determination of an improper or illegal use of or disclosure from PIN or any database accessed through PIN, the REGIONAL ADMINISTRATIVE AGENCY shall notify the STATE in writing of the details of that resolution.
- (g.) The REGIONAL ADMINISTRATIVE AGENCY shall prepare a report, and deliver to the STATE, the facts and results of the investigation. The report must at a minimum include:
 - (i.) a description of the data that was accessed or acquired;

- (ii.) the names and number of individuals whose data was improperly accessed, disclosed or acquired;
 - (iii.) the name of each REGIONAL ADMINISTRATIVE AGENCY user or agent determined responsible for the unauthorized access, disclosure or acquisition and the amount of their unauthorized access for each victim; and
 - (iv.) the final disposition of any disciplinary action taken against each REGIONAL ADMINISTRATIVE AGENCY user in response, or if disciplinary action or other action was determined to be unnecessary, the specific findings and reasons for that determination, excluding information protected by law.
- (h.) All communications regarding an improper or illegal use of or disclosure from PIN, or the databases accessed through PIN, shall be sent to the Department of Human Services, Office of Inspector General, Financial Fraud and Abuse Division, manager of eligibility and child care provider investigations, or her or his successors.
 - (i.) The REGIONAL ADMINISTRATIVE AGENCY agrees to assist the STATE in any investigation of a REGIONAL ADMINISTRATIVE AGENCY's improper or illegal use of PIN.
 - (j.) The REGIONAL ADMINISTRATIVE AGENCY agrees comply with Minnesota Statutes, section 13.055 in relation to any breach in the security of data.
 - (k.) The REGIONAL ADMINISTRATIVE AGENCY agrees to indemnify STATE to the extent provided in clause XI Liability and hold harmless the STATE from any lawsuits or damages, including punitive damages, resulting from REGIONAL ADMINISTRATIVE AGENCY data breaches that result from PIN use.
 - (l.) The STATE may immediately terminate PIN access, and access through PIN to any database or website that is accessed through PIN, for any REGIONAL ADMINISTRATIVE AGENCY staff that misuses PIN.
 - (M.) The STATE reserves the exclusive right to determine the action it will take against the REGIONAL ADMINISTRATIVE AGENCY for any user's or agent's misuse of PIN access or any database or website that is accessed through PIN.

2. CONSIDERATION AND TERMS OF PAYMENT.

2.1 Consideration. Consideration for all services performed and goods or materials supplied by REGIONAL ADMINISTRATIVE AGENCY pursuant to this grant shall be paid by the STATE as follows:

(a.) Compensation. The total value of this grant for all compensation and reimbursements shall be limited to an amount not to exceed **one hundred thousand dollars (\$100,000.00)** in each of state fiscal years 2016 and 2017. Compensation shall be consistent with the **Budget Justification Forms** for each year, which are incorporated into and made a part of this Agreement as **Attachment A-1** and **Attachment A-2**. All disbursements made under this grant are contingent upon demonstrated compliance with operational and reporting requirements established under this grant contract.

(b.) REGIONAL ADMINISTRATIVE AGENCY FPI program reimbursements shall be made through the settlement provisions as provided in the Cost Allocation Plan for claiming FPI costs and summarized on the applicable pages of the STATE'S Quarterly Income Maintenance Administrative Expense Report (Form No. DHS 2550) or other expenditure reporting formats approved by the STATE'S Financial Management Division.

(c.) Payments are to be made from federal funds obtained by the STATE through Title XIX of the Social Security Act of 1995 (Public law 42 U.S.C. 1396 (a) and amendments thereto) Catalog of Federal Domestic Assistance (CFDA) No. 93.778.

3. CONDITIONS OF PAYMENT.

3.1 All services provided by REGIONAL ADMINISTRATIVE AGENCY pursuant to this grant contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. REGIONAL ADMINISTRATIVE AGENCY shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

3.2 Failure to comply with the FPI Guidelines or cost effectiveness and timeliness standards developed by the STATE may result in loss of administrative reimbursements, reallocation of FPI grant funds and/or investigative resources allowed and directed under Minnesota Statutes, section 256.983.

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

5. TERMS OF CONTRACT. This grant shall be effective on July 01, 2015, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through June 30, 2017, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. REGIONAL ADMINISTRATIVE AGENCY understands that NO work should begin under this grant contract until ALL required signatures have been obtained, and REGIONAL ADMINISTRATIVE AGENCY is notified to begin work by the STATE's Authorized Representative. The REGIONAL ADMINISTRATIVE AGENCY shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: 10. Liability; 11. State Audits; 12. Information Privacy and Security; 13. Intellectual Property Rights; and 19. Jurisdiction and Venue.

6. CANCELLATION.

6.1. For Cause or Convenience. This grant contract may be canceled by the STATE or REGIONAL ADMINISTRATIVE AGENCY at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, REGIONAL ADMINISTRATIVE AGENCY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this grant contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the REGIONAL ADMINISTRATIVE AGENCY has breached a material term of the grant contract, or when REGIONAL ADMINISTRATIVE AGENCY'S non-compliance with the terms of the grant contract may jeopardize federal financial participation.

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

6.3. Breach. Notwithstanding clause 6.1., upon STATE's knowledge of a curable material breach of the grant contract by REGIONAL ADMINISTRATIVE AGENCY, STATE shall provide REGIONAL ADMINISTRATIVE AGENCY written notice of the breach and ten (10) days to cure the breach. If REGIONAL ADMINISTRATIVE AGENCY does not cure the breach within the time allowed, REGIONAL ADMINISTRATIVE AGENCY will be in default of this grant contract and STATE may cancel the grant contract immediately thereafter. If REGIONAL ADMINISTRATIVE AGENCY has breached a material term of this grant contract and cure is not possible, STATE may immediately terminate this grant contract.

7. AUTHORIZED REPRESENTATIVES AND RESPONSIBLE AUTHORITY.

7.1. State. The STATE'S authorized representative for the purposes of administration of this grant contract is **Vicki Kunerth, Deputy Inspector General, Financial Fraud and Abuse Investigations Division** or her successor. Such representative shall have final authority for acceptance of REGIONAL ADMINISTRATIVE AGENCY'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 2.2.

7.2. REGIONAL ADMINISTRATIVE AGENCY. The REGIONAL ADMINISTRATIVE AGENCY's Authorized Representative is **Peggy Brackenbury** or her successor. If the REGIONAL ADMINISTRATIVE AGENCY's Authorized Representative changes at any time during this grant contract, the REGIONAL ADMINISTRATIVE AGENCY must immediately notify the STATE.

8. ASSIGNMENT. REGIONAL ADMINISTRATIVE AGENCY shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE.

9. AMENDMENTS. Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.

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

11. STATE AUDITS.

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

12. INFORMATION PRIVACY AND SECURITY.

Information privacy and security will be governed by the "Information Privacy & Security Agreement" and the "Business Associate Agreement" that the parties have previously entered into, except that the parties further agree to comply with any agreed upon amendment to either or both of these Agreements and with any agreed upon superseding Agreement(s). The terms of applicable Agreements are incorporated by reference herein.

13. Intellectual Property Rights.

Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the REGIONAL ADMINISTRATIVE AGENCY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the REGIONAL ADMINISTRATIVE AGENCY, its employees, agents, or subcontractors, in the performance of this grant contract.

Use of Works and Documents. REGIONAL ADMINISTRATIVE AGENCY owns any Works or Documents developed by the REGIONAL ADMINISTRATIVE AGENCY in the performance of this grant contract. The STATE and the U.S. Department of Health and Human Services will have royalty free, non-exclusive, perpetual and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the Works or Documents for government purposes.

14. AFFIRMATIVE ACTION and NON-DISCRIMINATION.

Affirmative Action. REGIONAL ADMINISTRATIVE AGENCY is encouraged to prepare and implement an Affirmative Action plan for the employment of qualified minority persons, women and

persons with disabilities, and to submit the plan to the Commissioner of Human Rights, in accordance with Minnesota Statutes, section 363A.36.

Non-Discrimination.

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

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

14.3. REGIONAL ADMINISTRATIVE AGENCY agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

Notification to employees and other affected parties. The REGIONAL ADMINISTRATIVE AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and REGIONAL ADMINISTRATIVE AGENCY's obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

The REGIONAL ADMINISTRATIVE AGENCY will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the REGIONAL ADMINISTRATIVE AGENCY is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

Compliance with Department of Human Rights Statutes. In the event of REGIONAL ADMINISTRATIVE AGENCY's noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

15. WORKERS' COMPENSATION. The REGIONAL ADMINISTRATIVE AGENCY certifies that it is in compliance with Minnesota Statute, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The REGIONAL ADMINISTRATIVE AGENCY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third

party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

16. VOTER REGISTRATION REQUIREMENT. REGIONAL ADMINISTRATIVE AGENCY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by the REGIONAL ADMINISTRATIVE AGENCY.

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

18. FEDERAL AUDIT REQUIREMENTS AND REGIONAL ADMINISTRATIVE AGENCY DEBARMENT INFORMATION.

FEDERAL AUDIT REQUIREMENTS AND REGIONAL ADMINISTRATIVE AGENCY DEBARMENT INFORMATION. REGIONAL ADMINISTRATIVE AGENCY certifies it will comply with the Single Audit Act, and OMB Circular A-133, as applicable. All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or OMB Circular A-133, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNATRY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore the REGIONAL ADMINISTRATIVE AGENCY must certify the following, as required by the regulations implementing Executive Order 12549. REGIONAL ADMINISTRATIVE AGENCY'S certification is a material representation upon which the grant contract award was based.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSATIONS

Instructions for Certification

1. By signing and submitting this grant contract, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this grant contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this grant contract is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this grant contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS**

1. The prospective lower tier participant certifies, by submission of this grant contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant contract.

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

20. WAIVER. If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the STATE's right to enforce it.

21. CONTRACT COMPLETE. This grant contract contains all negotiations and agreements between the STATE and the REGIONAL ADMINISTRATIVE AGENCY. No other understanding regarding this grant contract, whether written or oral may be used to bind either party.

22. OTHER PROVISIONS.

- 22.1. REGIONAL ADMINISTRATIVE AGENCY agrees that no religious based counseling shall take place under the auspices of this grant contract.
- 22.2. If the REGIONAL ADMINISTRATIVE AGENCY has an independent audit, a copy of the audit shall be submitted to the STATE.
- 22.3. **Subcontracts.** No rights or obligation of the REGIONAL ADMINISTRATIVE AGENCY under this contract shall be subcontracted by the REGIONAL ADMINISTRATIVE AGENCY without prior written approval of the STATE. All subcontracts will incorporate the laws, rules and regulations governing this contract. REGIONAL ADMINISTRATIVE AGENCY shall bear full responsibility for performance under all approved subcontracts, shall forward copies of such subcontracts to the STATE upon request, and shall bear all costs for defense of any litigation arising out of any subcontract.
- 22.4. **Payment to Subcontractors.** (If applicable) As required by Minnesota Statutes, section 471.425, the prime REGIONAL ADMINISTRATIVE AGENCY must pay all subcontractors, according to the terms of the contract or, if no contract terms apply, within the standard payment period unless the REGIONAL ADMINISTRATIVE AGENCY in good faith disputes the obligation. Standard payment period is defined in Minnesota Statutes, section 471.425, subdivision 2.

IN WITNESS WHEREOF, the parties have caused this grant contract to be duly executed intending to be bound thereby.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.15.

By: **NO ENCUMBRANCE/PAID THROUGH FOD**

Date: _____

Grant No: GRK%91011

2. REGIONAL ADMINISTRATIVE AGENCY

Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the REGIONAL ADMINISTRATIVE AGENCY.

By: _____

Title: _____

Date: _____

I certify that the signatories for the REGIONAL ADMINISTRATIVE AGENCY have lawful authority, by virtue of the corporate by-laws or a corporate resolution, to bind the REGIONAL ADMINISTRATIVE AGENCY to the terms of this grant contract.

(Attorney for REGIONAL ADMINISTRATIVE AGENCY)

By: _____

Title: _____

Date: _____

3. STATE

By (with delegated authority):

Title: Deputy Inspector General

Date: _____

Distribution:

STATE - Original (fully executed) contract

REGIONAL ADMINISTRATIVE AGENCY

State Authorized Representative

**Fraud Prevention Investigations Program
SFY 2016 Budget Justification Form**

FPI Administrative Agency: Pine County Health & Human Services

Category		Amount
DIRECT COSTS		
1. Salary	# of FTEs	align="right">\$53,000.00
	1.0	
2. Fringe Benefits		\$15,000.00
3. Staff Travel		\$18,000.00
4. Equipment		\$8,000.00
5. Office Supplies, Copying, & Postage		\$1,500.00
6. Rent & Utilities		0
7. Telephone		\$3,000.00
8. Staff Development or Conferences		\$1,500.00
9. Contractual	# of FTEs	align="right">0
10. Liability and Bonding Insurance		0
11. Audit		0
12. Other Direct FPI Program Costs (Specify)		0
TOTAL DIRECT COSTS (Sum of lines 1 thru 12)		\$100,000.00
INDIRECT COSTS (Attach indirect cost detail)		0
TOTAL (Sum of TOTAL DIRECT COSTS and INDIRECT COSTS)		\$100,000.00

**Fraud Prevention Investigations Program
SFY 2017 Budget Justification Form**

FPI Administrative Agency: Pine County Health & Human Services

Category		Amount
DIRECT COSTS		
1. Salary	# of FTEs	\$54,000.00
	1.0	
2. Fringe Benefits		\$15,000.00
3. Staff Travel		\$18,000.00
4. Equipment		\$7,000.00
5. Office Supplies, Copying, & Postage		\$1,500.00
6. Rent & Utilities		0
7. Telephone		\$3,000.00
8. Staff Development or Conferences		\$1,500.00
9. Contractual	# of FTEs	0
10. Liability and Bonding Insurance		0
11. Audit		0
12. Other Direct FPI Program Costs (Specify)		0
TOTAL DIRECT COSTS (Sum of lines 1 thru 12)		\$100,000.00
INDIRECT COSTS (Attach indirect cost detail)		0
TOTAL (Sum of TOTAL DIRECT COSTS and INDIRECT COSTS)		\$100,000.00



AGENDA REQUEST FORM

Date of Meeting: May 19, 2015

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

Agenda Item: Approve hiring of Environmental/GIS Technician Joe Sanders

Department: Administrator



 Department Head signature

Background information on Item:

Interviews with 4 candidates were conducted on April 27, 2015 for the position of Environmental/GIS Technician. The interview panel consisted of Human Resources Manager Matt Christenson, Land Services Director Kelly Schroeder and local septic installer Denny Schlompka.

The top candidate was Joe Sanders. An offer was made with the conditions of a successful background check and board approval. This position was recently changed to include the added duties of GIS and was approved at the March 17, 2015 meeting.

This position will report directly to the recently hired Land and Resources Manger Caleb Anderson. This is a full-time, non-exempt, AFSCME Road and Bridge Tech union position.

Action Requested:

Approve the hiring of Environmental/GIS Tech (B24) Joe Sanders effective May 20, 2015 with a starting wage of \$16.60 per hour (step 1 of the Road and Bridge Tech 2015 wage scale).

Financial Impact:

This is a budgeted position for 2015.



AGENDA REQUEST FORM

Date of Meeting: May 19, 2015

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

Agenda Item: Approve Hiring of Planning and Zoning Records Temp Andrea Ollig

Department: Administrator

Department Head signature

Background information on Item:

A selection process was held with 4 candidates for the Planning and Zoning Records Temp position. This position was approved at the March 17, 2015 board meeting. The interview panel consisted of Human Resources Manager Matt Christenson and Land Services Director Kelly Schroeder.

The top candidate was Andrea Ollig. An offer was made with the conditions of a successful background check and board approval. This position will work to create and update an electronic database for planning and zoning permit files.

This position will report directly to the recently hired Land and Resources Manger Caleb Anderson. This is a full-time, non-exempt, non-union position.

Action Requested:

Approve the hiring of Planning and Zoning Records Temp Andrea Ollig, effective June 4, 2015 with a starting wage of \$10.00 per hour.

Financial Impact:

This will be funded through the septic incentive grant.



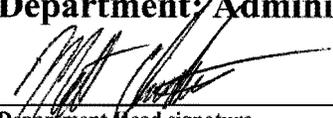
AGENDA REQUEST FORM

Date of Meeting: May 19, 2015

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

Agenda Item: Approve hiring of 4-H Summer Assistant Dorothy Scharf

Department: Administrator



 Department Head signature

Background information on Item:

Interviews with 2 candidates were conducted on May 7, 2015 for the position of 4-H Summer Assistant. The interview panel consisted of Human Resources Manager Matt Christenson and 4-H Program Coordinator Lorelei Finley.

The top candidate was Dorothy Scharf. An offer was made with the conditions of a successful background check and board approval. This position will report directly to the 4-H Program Coordinator. This is a temporary, non-exempt, non-union position.

Action Requested:

Approve the hiring of 4-H Summer Assistant Dorothy Scharf, effective June 1, 2015 with a starting wage of \$10.00/hour.

Financial Impact:

This is a budgeted position for 2015.



AGENDA REQUEST FORM

Date of Meeting: May 19, 2015

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

Agenda Item: Tom Meier resignation and backfill

Department: Pine County Sheriff's Office



Department Head signature

Background information on Item:

Action Requested:

The Pine County Sheriff's Office requests acknowledgment of the resignation of Sergeant Tom Meier effective May 4, 2015 and approval to backfill his Sergeant position from the active eligibility list.

Financial Impact:

This is a budgeted position for 2015.



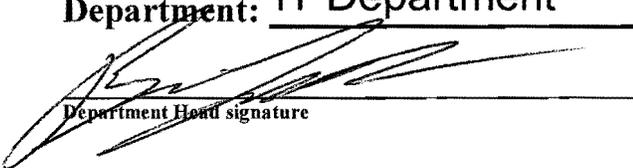
AGENDA REQUEST FORM

Date of Meeting: May 19th, 2015

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

Agenda Item: MCCC Annual Conference

Department: IT Department


Department Head signature

Background information on Item:

2015 MCCC Annual Conference will be held June 1st - 4th, 2015 in Alexandria, MN

Action Requested:

Approve attendance of IT Supervisor Ryan Findell

Financial Impact:

Registration Fee is \$65
\$376.89 Lodging at Arrowwood Resort, \$115.95 for meals.
Approx. mileage \$139
Funds are IT budget.



AGENDA REQUEST FORM

Date of Meeting: May 19, 2015

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

Agenda Item: MACATFO Summer Conference - Cathy Clemmer

Department: Auditor-Treasurer

Cathy Clemmer
Department Head signature

Background information on Item:

Request Cathy Clemmer attend the MACATFO Summer Conference, Rutger's Bay Lake Lodge, June 23-25, 2015. Registration: \$25.00; Lodging/Meals: \$548.59. Total Cost: \$573.59. Funds available in the 2015 Auditor-Treasurer's budget.

Action Requested:

Financial Impact:

MACATFO SUMMER CONFERENCE TENTATIVE AGENDA

	Tuesday, June 23	Wednesday, June 24	Thursday, June 25	Friday, June 26	
7:00		Breakfast Rudy's Dining Room Chef's Choice	Breakfast Rudy's Dining Room Chef's Choice	Breakfast Rudy's Dining Room Chef's Choice	
7:30					
8:00		Treasurer Roundtable Delinquent Mobile Home Taxes Speakers: Mary Fisher, Sibley County Treasurer and Randy Schreifels, Stearns County Auditor-Treasurer Isle Pine & Bird Island Rooms (1:00 Hour)	Investment Policy Speaker: Kyle Jones, Senior Portfolio Strategist PFM Asset Management Isle Pine & Bird Island Rooms (1:00 Hour)	MACATFO Business Meeting Paul Gassert, MACATFO President Carlton County Auditor-Treasurer Isle Pine & Bird Island Rooms	
8:30					
9:00		Property Tax 101 Speaker: Dick Sivanich, Tax Accounting Supervisor Ramsey County Isle Pine & Bird Island Rooms (1:25 Hour)	Successful Investment Strategies Speaker: Fran Windschitl, Rice County Auditor-Treasurer Isle Pine & Bird Island Rooms (1:00 Hour)		
9:30			Break		
9:45			Minnesota State Auditor Fraud Prevention Speaker: Mark Kerr Isle Pine & Bird Island Rooms (1:00 Hour)		
10:00			Minnesota Department of Alcohol and Gambling Enforcement Liquor License 101 Speaker: Holly Phillips, Special Investigator Isle Pine & Bird Island Rooms (1:00 Hour)		
10:15		Break			
10:30		Delinquent Taxes and Tax Forfeiture Speakers: Heather Bestler, Property Tax Supervisor Olmsted County and Jeff Strand, Property Tax Admin. Manager Hennepin County Isle Pine & Bird Island Rooms (1:50 Hour)			Travel Home
11:00	Packet Assembly Room 10				↓
11:30					

MACATFO SUMMER CONFERENCE TENTATIVE AGENDA

		Tuesday, June 23	Wednesday, June 24	Thursday, June 25	Friday, June 26
12:00	Lunch Ruby's Dining Room <i>(Only for Members that stayed on Monday night at the resort)</i>		Lunch Ruby's Dining Room Silk Road Buffet	Lunch Ruby's Dining Room Italian Buffet	
12:30					
1:00	MACATFO Executive Board Meeting Gray's Shore Boardroom	Registration in Main Lobby 1:00-5:00 p.m.	Ewald 2015 Legislative Update Speaker: Becca Pryse, MACO Lobbyist Isle Pine & Bird Island Rooms (1:00 Hour)	IFS Roundtable Speaker: Bob Hiivala, Wright County Auditor-Treasurer Isle Pine & Bird Island Rooms (1:00 Hour)	
1:30					
2:00	Getting Things Done Speaker: George Sawyer CEO of Sawyer Training Inc. Isle Pine & Bird Island Rooms (1:00 Hour)		Minnesota Secretary of State 2015 Legislative Update Speakers: Secretary of State Simon and Ann Kaner-Roth (1:00 Hour)	Department of Revenue 2015 Legislative Update Speaker: Chelsea Griffin, Supervisor for the Auditor/Treasurer Services Unit Isle Pine & Bird Island Rooms (1:00 Hour)	
2:30					
3:00	Election Committee Meeting Chair: Deb Erickson Echo Room (1:00 Hour)	Public Employees Liability Coverage, and Surety, Fiduciary and Fidelity Bonding Speaker: Bob Goede, Risk Management Consultant MCIT Isle Pine & Bird Island Rooms (2:00 Hours)	Team Building Programs (2:00 Hours)	Break	
3:15			↓		
3:30			↓		
4:00	Drainage Committee Meeting Co-Chairs: John Thompson Bob Hiivala Echo Room (1:00 Hour)		↓	The Life of a County Bond Issue Speaker: Bruce Kimmel, Senior Municipal Advisor Ehlers Associates (1:45 Hours)	
4:30			↓		

MACATFO SUMMER CONFERENCE TENTATIVE AGENDA

	Tuesday, June 23	Wednesday, June 24	Thursday, June 25	Friday, June 26
5:00	Networking Cabin 621	Networking Cabin 621	Networking Cabin 621	
5:30				
6:00	Dinner Ruby's Dining Room Chef's Choice	Dinner Rutger's West Lawn Northland BBQ	Banquet Isle Pine & Bird Island Rooms	
6:30				
7:00	Networking Cabin 621	BINGO Isle Pine & Bird Island Rooms	Entertainment Isle Pine & Bird Island Rooms	
7:30				
8:00				
8:30				
9:00	Bonfire Pit 6	Bonfire Pit 6	Bonfire Pit 6	
10:00	↓	↓	↓	

**MINNESOTA ASSOCIATION OF COUNTY
AUDITORS, TREASURERS, AND FINANCE OFFICERS**

2015 SUMMER CONFERENCE

June 23 – June 26, 2015

Ruttger's Bay Lake Lodge

Deerwood, Minnesota

REGISTRATION FORM

(One registration form per attendee)

COUNTY NAME: _____

ATTENDEE NAME: _____

2015 SUMMER CONFERENCE REGISTRATION FEE: \$25.00

DEADLINE FOR REGISTRATION IS JUNE 12, 2015

(If payment cannot be made by the deadline, please fax or email a copy of this registration form confirming your attendance to Bob Hiivala.)

Make Checks Payable To: MACATFO

(Minnesota Association of County Auditors Treasurers and Finance Officers)

Send Registration Form and Payment To:

Bob Hiivala

Wright County Auditor-Treasurer

10 – 2nd Street NW, Room 230

Buffalo, MN 55313-1195

Telephone Number: (763) 682-7579

Fax Number: (763) 682-7873

Email Address: MACATFO@gmail.com

Please send a copy of this registration form with payment.



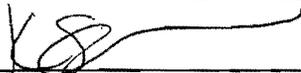
AGENDA REQUEST FORM

Date of Meeting: May 19, 2015

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

Agenda Item: Sandstone Township Septic Ordinance Repeal/Public Hearing

Department: Land Services



Department Head signature

Background information on Item:

Townships and Cities which have their own Septic Ordinances within Pine County had 1 year after the County's adoption of the Subsurface Sewage Treatment Ordinance to update their ordinances or rescind their current ordinances (the deadline was April 1, 2015). There are two townships and a city within the county which had not taken any action by the required date, including Sandstone Township, Pine Lake Township, and the City of Brook Park. In discussion with the jurisdictions, all three presented the desire to come back under the county's jurisdiction. Formal letters were requested of their jurisdictions, stating their request.

To properly come under the county's jurisdiction, the previous townships/city septic ordinance need to be rescinded. In order to properly rescind an ordinance, a public hearing must be held. Public hearings must be published in the official newspaper 10 days prior to the hearing. Sandstone Township was the only letter which was received timely enough to allow for the proper publication. Therefore, this public hearing will be for Sandstone Township only; Pine Lake Township and Brook Park City will be heard at the June 2nd meeting.

Action Requested:

- 1.) Presentation of updated and revised subdivision ordinance
- 2.) County Board questions and discussion
- 3.) Open Public Hearing and take public testimony
- 4.) Close Public Hearing
- 5.) County Board additional discussion if necessary
- 6.) Consider adoption of the ordinance repealing the Sandstone Township Sewage and Wastewater Ordinance on behalf of Sandstone Township.

Financial Impact:

No significant costs are anticipated in the assuming the responsibility of the Sandstone Township Septic Ordinance.

PINE COUNTY ORDINANCE
AN ORDINANCE ON BEHALF OF SANDSTONE TOWNSHIP, MINNESOTA

The Board of Commissioners of Pine County, Minnesota, hereby ordains:

Section 1. Sandstone Township Sewage and Wastewater Treatment Ordinance, which established and regulated individual sewage treatment systems and was originally adopted on December 3, 1998, is hereby repealed in its entirety.

Pine County will regulate the sewage treatment systems within Sandstone Township in accordance with the current Pine County Subsurface Sewage Treatment Systems Ordinance.

Section 2. This Ordinance is in effect on June 1, 2015 or the day following publication, whichever occurs later.

Passed and approved this 19th day of May, 2015, by the Pine County Board of Commissioners.

Stephen M. Hallan, Chair
Pine County Board of Commissioners

ATTEST:

David J. Minke
County Administrator

Notice of Public Hearing Published: May 7, 2015
Public Hearing: May 19, 2015
Adopted by County Board: May 19, 2015
Publication of Ordinance: May 28, 2015
Filed with County Recorder: May 29, 2015
Effective Date: June 1, 2015

DRAFTED BY:
Pine County Land Services
635 Northridge Dr. NW, Ste. 200
Pine City, MN 55063

MINUTES
of
Pine County Facilities Committee Meeting
Monday May 11, 2015, 8:00 a.m.
Rescheduled from Wednesday May 6, 2015

Commissioner Conference Room
Pine County Courthouse, Pine City, Minnesota

Members present: Commissioner Matt Ludwig, Commissioner Josh Mohr

Others Present: Becky Foss, Health and Human Services Director; Mark LeBrun, County Engineer; Matt Christenson, Human Resources Manager; Ryan Findell, IT Supervisor; and David Minke, County Administrator.

Commissioner Ludwig called the meeting to order at 9:05 a.m.

Commissioner Ludwig moved to approve the agenda with the following addition: Pine Government Center boiler discussion. Second by Commissioner Mohr. Motion carried 2-0.

Motion by Mohr to approve the April 1, 2015 Minutes. Second by Commissioner Ludwig. Motion carried 2-0.

1. HR Manager Christenson stated the new building maintenance worker will start May 20, 2015. The position will be responsible for cleaning and general maintenance in the jail and sheriff's office.
2. John Wright Building
 - A. A mold analysis was conducted on a sample of carpet from the John Wright building which showed the presence of mold. The building is owned by the East Central School District and operates under a Joint Powers Agreement (JPA) between the school district and county. On Friday May 8, 2015, staff moved out of the building and into the Public Health building in Sandstone and the Pine Government Center in Pine City. In total, nine employees will relocate from Sandstone to Pine City.
 - B. The Facility Committee will meet with the East Central School District to discuss options under the JPA collaborative for the building and remediating the mold.
 - C. The county's fiber for all buildings in Sandstone terminates at the John Wright building. IT will consider options for moving when needed.
3. Server Room HVAC

Currently the server room at the courthouse is cooled using the building cooling system. This method is inefficient and requires keeping the coolant cooler than otherwise needed for the rest of the building. Building maintenance and IT have been working on a cooling system that would cool only the server room. This system would be a more energy efficient and reliable system for cooling the room. The estimated cost is approximately \$50,000. If scheduled

soon, this work could be completed prior to some needed maintenance on the existing courthouse system.

Commissioner Ludwig request a formal price quotation and for a discussion of the item to be added to the May 26, 2015 Committee of the Whole Meeting.

4. Pine County Government Center Boiler

Engineer LeBrun reviewed the boiler needs at the Pine Government Center. The original boiler continues to function but needs to be replaced. LeBrun will get a cost estimates.

With no further business, Commissioner Mohr motioned to adjourn the meeting. Second by Commissioner Ludwig. The meeting adjourned at 9:07 a.m.



Proposal

License #:

MINNEAPOLIS DISTRICT

To: Peter Umbreit
Building Maintenance
Pine County Courthouse
635 Northridge Drive NW
Pine City, MN 55063
Phone: 320-591-0201
peter.umbreit@co.pine.mn.us

Date: May 13, 2015
Site Name: Pine County Courthouse

Description: *Install new Liebert system*

Model:

Proposal #: TK-PJG051315-1

Daikin Applied respectfully submits the following solution for your review and approval:

We will provide the labor and materials to install One (1) Liebert Nominal 5-ton Challenger3000, model BU067ASAD00, with net total cooling capacity of 58,900 BTU/HR and net sensible cooling capacity of 55,800 BTU/HR @ 75°F and 45% R.H. Unit is up-flow with front return, of the air-cooled type with cooling only configuration, and comes complete with the following system accessories:

- 2 HP, 2,800 CFM, 0.0" ESP Centrifugal Fan
- 6.67 Sq. Ft., 4-Row Evaporator Coil
- Digital Scroll compressor for increased efficiency and more precise temperature control
- Cooling only; no reheat or humidifier
- Unit is designed for use with R-407C refrigerant
- Air Distribution Plenum w/ 3-Way Grilles
- Hot Gas Bypass
- Crankcase Heaters
- 2" – MERV 8 Filters
- Locking Disconnect Switch, 65AIC rated
- Condensate Pump with high water alarm
- Smoke detector
- Main Fan Overload Alarm
- ICOM controls with large display and service bracket
- Liebert "Lee Temp" Condenser, model CSL104-A, with operational ambient of -30°F to 100°F
- Voltage is 480 / 3 Phase / 60 Hz
- Color is Z0420 (IBM Charcoal)
- One year warranty on all parts 5 year extended compressor warranty
- Installation Labor
- Rigging

Additional items:

\$ 553.00 for 15kW electric reheat and 11.0LBS/HR infrared humidifier

\$ 526.50.00 for a Network Interface Card for communication via SNMP, BaCnet over IP or ModBus

If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy by fax, email or mail so that we can begin to mobilize our efforts to complete the project as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and other projects in the future.

Sincerely,
Daikin Applied

Paul Glassman

Service Center Manager, Minnesota and North Dakota Service Area

Daikin Applied

701. 476.1700 (Office) 763. 428.1700 (Office) 612.221.6913 (Mobile) (763) 428-7164 (Fax)

paul.glassman@daikinapplied.com | www.DaikinApplied.com

DAIKIN APPLIED

Minneapolis District

11760 Justen Circle, Unit D

Maple Grove, MN 55369

Phone (763) 428-1700

Fax (763) 428-7164



Proposal

MINNEAPOLIS DISTRICT

Exceptions/Exclusions:

1. Work is to be done during normal working hours.
2. Any and all additional repairs to be quoted.
3. Electrical not included available upon request
4. Roofing not included available upon request

This proposal expires on: **July 12, 2015**

Investment Amount and Billing Terms:

<i>Total Investment Required to Implement the Proposed Solution</i>	
\$47,332.00	<i>Forty Seven Thousand Three Hundred Thirty Two Dollars and No Cents</i>
<i>Price does not include applicable taxes</i>	

Billing/Payment Terms*:

***All billings are due immediately upon receipt**

Billed in full, upon completion

Pricing and acceptance are based upon the Terms and Conditions which are attached.

This proposal is being submitted by Daikin Applied Americas Inc. (hereinafter also referred to as "Daikin Applied".

Accepted By:

Pine County Courthouse

Pete Umbreit

(Full Legal Name of Customer)

(Signature)

Building Maintenance

(Title)

Date: _____

Customer PO # :

Submitted By:

Daikin Applied Americas Inc.

Paul Glassman

(Full Legal Name of Daikin Applied Representative)

(Signature)

Service Center Manager

(Title)

Date: May 13, 2015

Proposal # TK-PJG051315-1

DAIKIN APPLIED
Minneapolis District
 11760 Justen Circle, Unit D
 Maple Grove, MN 55369
 Phone (763) 428-1700
 Fax (763) 428-7164

Daikin Applied Americas Inc. TERMS & CONDITIONS

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date show on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied's credit department. Terms of payment are net upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. The customer shall receive forty-five (45) days prior written notice of such adjustment unless specifically excluded otherwise in writing.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as set forth in paragraph 6 herein above.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property.

Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.

11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. DAIKIN APPLIED SHALL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER OR TO THIRD PARTIES FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PRODUCTION, LOSS OF USE OR LOSS OF PROFITS OR REVENUE ARISING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO ANY DELAY, ACT, ERROR OR OMISSION OF DAIKIN APPLIED. IN NO EVENT WILL DAIKIN APPLIED'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENT RECEIVED BY DAIKIN APPLIED FROM CUSTOMER UNDER THE INSTANT AGREEMENT.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific service work done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.

10/1/2013

PINE COUNTY PERSONNEL COMMITTEE

Minutes

May 12, 2015

9:00 a.m. – Commissioners Conference Room

Pine County Courthouse

Pine City, MN

Members: Commissioner Chaffee

Commissioner Rossow

Others present: County Attorney Reese Frederickson, County Administrator David Minke, County Engineer Mark LeBrun, HHS Director Becky Foss, Jail Administrator Rick Boland, Human Resources Manager Matt Christenson.

1. The meeting was called to order at 9:00 a.m.
2. Commissioner Rossow motioned to approve the agenda with the following additions, Commissioner Chaffee seconded. Motion carried 2-0.
 - a. Recognize the resignation of Highway Maintenance worker Nick Pearson, effective May 26, 2015 and approve backfill – 7(a)
 - b. Nurse pay discussion – 5(b)
 - c. John Wright facilities update – 5(c)
 - d. Backpay update – 6(b)
 - e. Negotiations committee – 6(c)
3. Commissioner Rossow motioned to recommend the minutes from the April 14, 2015 personnel meeting for approval, Commissioner Chaffee seconded. Motion carried 2-0.
4. Jail
 - a. Approve the hiring of a 6th Jail Sergeant in lieu of a vacant FT Corrections Officer. Jail Administrator Rick Boland presented information on a request to hire a 6th Jail Sergeant and to withhold hiring a vacant Corrections Officer position. This position will be assigned to 3rd shift and will have the ability to work a post assignment under DOC regulations. Jail Administrator Boland shared the net budget impact to be approximately \$2,057.50 for additional wages and corresponding reduction in Officer in Charge pay. Commissioner Rossow recommended the hiring of a 6th Jail Sergeant for approval in lieu of a vacant FT Corrections Officer, Commissioner Chaffee seconded. Motion carried 2-0.
 - b. Approve creation of Lead Court Security Officer (B24) and approve the promotion of Court Security Officer Steve Olson to the newly created position. Jail Administrator

Rick Boland presented information on the need for a lead position in court security and the benefits it would provide. This position would be in a lead capacity assisting with policy development, training, scheduling, and providing work direction. County Administrator David Minke explained the added benefit a lead position could provide in terms of building coordination and safety. The additional net impact would be approximately \$6,054 due to increased hours and wages.

Commissioner Chaffee motioned to recommend the creation of a Lead Court Security Officer (B24) for approval and the promotion of Court Security Officer Steve Olson at a starting wage of \$17.95/hour effective May 20, 2015, Commissioner Rossow seconded. Motion carried 2-0.

- c. Recognize the resignation of PT Corrections Officer Ben Jahnz and approve backfill.

Commissioner Rossow motioned to recognize the resignation of PT Corrections Officer Ben Jahnz effective April 22, 2015 and approve backfill. Motion carried 2-0.

5. HHS

- a. Recognize the resignation of PT Public Health Nurse/RN Jamie Dickey and approve backfill. HHS Director Becky Foss presented information on the resignation of PT RN Jamie Dickey effective May 6, 2015 and to approve backfill as the originally approved FT RN position.

Commissioner Chaffee motioned to recommend the backfill of a PT RN position as a FT RN position effective May 6, 2015, Commissioner Rossow seconded. Motion carried 2-0.

- b. Nurse pay discussion. County Administrator David Minke presented information on current nurse pay information and the potential to hire a nurse above step 1 dependent on qualifications. Commissioner Rossow stressed the importance that hiring above step 1 will be dependent on qualifications and not just be handed out automatically.

Commissioner Rossow motioned to recommend for approval the ability to hire a nurse candidate above step 1 on the AFSCME HHS wage scale dependent on qualifications, Commissioner Chaffee seconded. Motion carried 2-0.

- c. John Wright facilities update. County Administrator David Minke and HHS Director Becky Foss presented information on the recent staff movement from the John Wright building to the Public Health building and the Pine Government Center due to mold

abatement in the John Wright building. HHS Director Foss clarified all previously available services will still be available in Sandstone. Commissioner Chaffee requested clarification on the availability of utilities in the Public Health building and the increased number of staff. Discussion was held as to current facilities difficulties and ongoing facility planning.

6. Administrator

- a. United Way presentation from United Way of Carlton County Executive Director Ali Bilden Camps. Rescheduled for the June 9, 2015 personnel meeting.
- b. Backpay update. Human Resources Manager Matt Christenson provided an update on the backpay for the recent 5 contract settlements the pending 2 final settlements.
- c. Negotiations committee. County Administrator David Minke provided an update on negotiations with the Legal Secretaries bargaining unit and status of the classification and compensation study being completed by Springsted.

7. Other

- a. Recognize the resignation of Highway Maintenance worker Nick Pearson, effective May 26, 2015 and approve backfill.
Commissioner Chaffee motioned to recognize the resignation of Highway Maintenance Worker Nick Pearson effective May 26, 2015 and approve backfill, Commissioner Rossow seconded. Motion carried 2-0.

8. The meeting was adjourned at 10:40 a.m.



AGENDA REQUEST FORM

Date of Meeting: May 19, 2015

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

Agenda Item: Request Public Hearing to amend Liquor Ordinance

Department: Auditor-Treasurer



Department Head signature

Background information on Item:

Auditor-Treasurer's Office has received a request by two business owners for the County to allow seasonal liquor licenses. M.S. 340A.404 provides that a county board may also with the approval of the commissioner issue up to ten seasonal on-sale licenses within the area of the county that is unorganized or unincorporated. The Pine County Liquor Ordinance adopted May 6, 2014 would have to be amended if the County Board is agreeable to seasonal liquor licensing, in which case a public hearing is required.

Action Requested:

Request Public Hearing be set for June 16, 2015

Financial Impact:

Date: April 29, 2015

Pine County Board of Commissioners
Pine County Courthouse
635 Northridge Drive NW Suite 240
Pine City, MN 55063

To the Honorable Pine County Board of Commissioners:

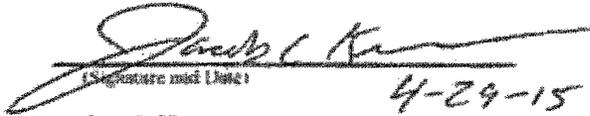
We are requesting a public hearing regarding the issuance of seasonal liquor licenses for our businesses.

The address for each establishment is:
Pokegama Shores RV Resort, LLC
18425 Island Resort Road
Pine City, MN 55063

Sturgeon Lake Golf Course LTD
86333 Rosewood Lane
Sturgeon Lake, MN 55783

Attached are the complete legals.

Sincerely,


(Signature and Date) 4-29-15

Jacob Kruse
Solutions Real Estate Group
Broker/Owner
(612-518-4042)

(Signature and Date)

James & Alicia Vancil
86333 Rosewood Lane
Sturgeon Lake, MN 55783
(218-260-7452)

Pokegama Shore S
RV Resort
(R 28.0704.000)

Encrow File No.: 2850

EXHIBIT "A"

That part of Government Lot 2, Section 14, Township 39, Range 22, Pine County, Minnesota, which lies northerly of the following described line:

Commencing at the southwest corner of said Government Lot 2; thence on an assumed bearing of North $0^{\circ} 35' 36''$ West along the west line of said Government Lot 2 a distance of 924.12 feet to the point of beginning of the line to be described; thence South $72^{\circ} 01' 05''$ East 850.02 feet; thence South $72^{\circ} 32' 24''$ East 542.08 feet to the east line of said Government Lot 2 and said line there terminating.

and

That part of Government Lot 1, Section 14, Township 39, Range 22, Pine County, Minnesota described as follows:

Commencing at the northwest corner of said Government Lot 1; thence on an assumed bearing South $0^{\circ} 36' 08''$ East along the west line of said Government Lot 1 a distance of 1701.09 feet to the point of beginning of the property to be described; thence North $83^{\circ} 36' 43''$ East 8.06 feet; thence South $9^{\circ} 32'$ East 428 feet, more or less, to the shore line of Pokegama Lake; thence southwesterly along said shore line to the west line of said Government Lot 1; thence North $0^{\circ} 36' 08''$ West along said west line to the point of beginning.

Pine County, Minnesota

Sturgeon Lake Golf Course
(R31.0236.001)

Exhibit "A"

That part of the East Half of Northeast Quarter, Section 30, Township 45, Range 20, Pine County, Minnesota, described as follows:

Commencing at the southeast corner of said East Half of Northeast Quarter, thence on an assumed bearing of North 01 degree 08 minutes 53 seconds West, along the east line of said East Half of the Northeast Quarter, a distance of 814.46 feet to the actual point of beginning of the tract of land herein described; thence South 88 degrees 51 minutes 07 seconds West a distance of 1253.65 feet; thence North 01 degree 08 minutes 53 seconds West a distance of 305.97 feet; thence North 66 degrees 31 minutes 25 seconds East a distance of 900.10 feet; thence North 02 degrees 52 minutes 49 seconds West a distance of 378.28 feet; thence North 88 degrees 56 minutes 49 seconds West a distance of 184.83 feet; thence North 66 degrees 17 minutes 34 seconds West a distance of 513.25 feet; thence South 69 degrees 52 minutes 46 seconds West a distance of 250 feet, more or less, to the west line of said East Half of the Northeast Quarter; thence northerly, along last described west line, a distance of 696 feet, more or less to the northwest corner of said East Half of the Northeast Quarter; thence easterly, along the north line of said East Half of the Northeast Quarter, a distance of 1320 feet, more or less, to the northeast corner of said East Half of the Northeast Quarter, thence southerly, along said east line of the East Half of the Northeast Quarter, a distance of 1836.72 feet to the point of beginning.

Subject to a 33.00 foot wide easement for utility, ingress, egress purposes over, under and across that part of the East Half of the Northeast Quarter, Section 30, Township 45, Range 20, Pine County, Minnesota. The centerline of said 33.00 foot wide easement is described as follows:

Commencing at the southeast corner of said East Half of the Northeast Quarter; thence on an assumed bearing of North 01 degree 08 minutes 53 seconds West, along the east line of said East Half of the Northeast Quarter, a distance of 814.46 feet; thence South 88 degrees 51 minutes 07 seconds West a distance of 1253.65 feet; thence North 01 degree 08 minutes 53 seconds West a distance of 305.97 feet; thence North 66 degrees 31 minutes 25 seconds East a distance of 758.2 feet to the actual point of beginning of the easement centerline herein described; thence South 15 degrees 32 minutes 43 seconds East a distance of 56.85 feet; thence South 25 degrees 10 minutes 44 seconds East a distance of 75.41 feet; thence South 40 degrees 12 minutes 55 seconds East a distance of 251.72 feet; thence South 03 degrees 52 minutes 43 seconds East a distance of 174.35 feet; thence South 27 degrees 17 minutes 21 seconds East a distance of 59.95 feet; thence South 63 degrees 06 minutes 21 seconds East a distance of 62.44 feet; thence North 83 degrees 32 minutes 53 seconds East a distance of 260.09 feet, more or less to said east line of the East Half of the Northeast Quarter and there said easement centerline terminating.

Subject to easement for Rosewood Lane along the east side thereof and any other easements of record, if any.

The commissioner shall charge a fee for licenses issued under this subdivision in an amount comparable to the fee for comparable licenses issued in surrounding cities.

(b) No alcoholic beverage may be sold or served at TCF Bank Stadium unless the Board of Regents holds an on-sale intoxicating liquor license for the stadium as provided in paragraph (a), clause (3), that provides for the sale of intoxicating liquor at a location in the stadium that is convenient to the general public attending an intercollegiate football game at the stadium. On-sale liquor sales to the general public must be available at that location through half-time of an intercollegiate football game at TCF Bank Stadium, and sales at the stadium must comply with section 340A.909.

Subd. 5. Wine licenses. (a) A municipality may issue an on-sale wine license with the approval of the commissioner to a restaurant having facilities for seating at least 25 guests at one time. A wine license permits the sale of wine of up to 24 percent alcohol by volume for consumption. A wine license authorizes the sale of wine on all days of the week unless the issuing authority restricts the license's authorization to the sale of wine on all days except Sundays.

(b) The governing body of a municipality may by ordinance authorize a holder of an on-sale wine license issued pursuant to paragraph (a) who is also licensed to sell 3.2 percent malt liquors at on-sale pursuant to section 340A.411, to sell intoxicating malt liquors at on-sale without an additional license.

(c) A municipality may issue an on-sale wine license with the approval of the commissioner to a licensed bed and breakfast facility. A license under this paragraph authorizes a bed and breakfast facility to furnish wine only to registered guests of the facility and, if the facility contains a licensed commercial kitchen, also to guests attending private events at the facility.

(d) The State Agricultural Society may issue an on-sale wine license to the holder of a state fair concession contract pursuant to section 37.21, subdivision 2.

Subd. 5a. MS 2012 [Renumbered 340A.4175]

Subd. 6. Counties. (a) A county board may issue an annual on-sale intoxicating liquor license within the area of the county that is unorganized or unincorporated to a bowling center, restaurant, club, or hotel with the approval of the commissioner.

(b) A county board may also with the approval of the commissioner issue up to ten seasonal on-sale licenses to restaurants and clubs for the sale of intoxicating liquor within the area of the county that is unorganized or unincorporated. Notwithstanding section 340A.412, subdivision 8, a seasonal license is valid for a period specified by the board, not to exceed nine months. Not more than one license may be issued for any one premises during any consecutive 12-month period.

Subd. 6a. [Repealed, 1991 c 249 s 33]

Subd. 7. Airports commission. On-sale licenses may be issued by the Metropolitan Airports Commission for the sale of intoxicating liquor in major airports owned by the Metropolitan Airports Commission and used as terminals for regularly scheduled air passenger service. Notwithstanding any other law, the license authorized by this subdivision may be issued for space that is not compact and contiguous.

Subd. 8. Lake Superior, St. Croix River, and Mississippi River tour boats. (a) The commissioner may issue an on-sale intoxicating liquor license to a person regularly engaged, on an annual or seasonal basis, in the business of offering tours by boat on Lake Superior and adjacent bays, the St. Croix River, and the Mississippi River. The license shall authorize the sale of intoxicating liquor between May 1 and

ORDINANCE NO. _____

PINE COUNTY LIQUOR ORDINANCE

The purpose of this Ordinance is to regulate the sale of liquor on Sunday, allow for seasonal liquor licenses, provide for the payment of property taxes of the licensed premises and setting a fee for the renewal of existing liquor licenses as authorized by M.S. 340A.404, M.S. 340A.504 and M.S. 340A.509.

THE BOARD OF COMMISSIONERS OF PINE COUNTY ORDAINS:

SALE OF ON-SALE LIQUOR AT COUNTY LICENSED RESTAURANTS ON SUNDAY

Restaurants that are licensed by Pine County for Sunday on-sale intoxicating liquor may commence serving intoxicating liquor at 10:00 o'clock a.m. on Sunday.

No restaurant shall be allowed to commence sale of intoxicating liquor at 10:00 o'clock a.m. on Sunday unless approval is granted by majority vote of the Township Board of Supervisors.

Restaurants that commence servicing intoxicating liquor between 10:00 o'clock a.m. and noon on Sunday are required to meet the requirements of Minnesota State Statutes.

SEASONAL ON-SALE LIQUOR LICENSES

Pine County may, with the approval of the commissioner, issue up to ten seasonal on-sale licenses. A seasonal license shall be valid during the months of March - November. Application and renewal fees associated with seasonal liquor licenses shall be prorated.

FEES - NEW LICENSEES AND RENEWALS

No license for the sale of intoxicating liquor or non-intoxicating malt liquor shall be issued to anyone for sales to be made on premises upon which delinquent property taxes exist.

The license period for an annual liquor license is September 1st - August 31st. The license period for a seasonal liquor license is March 1st - November 30th.

Any renewal must be presented, with all requirements met, 30 days prior to the effective date. For annual liquor licenses, the renewal date will be August 1st. Applications received after August 1st must include an additional \$100 late fee. For seasonal liquor licenses, the renewal date will be February 1st. Applications received after February 1st must include an additional \$100 late fee.

This Ordinance repeals the Ordinance of Pine County Setting the time at 10:00 a.m. for sale of on-Sale Liquor at County Licensed Restaurants on Sunday adopted September 21, 1993 *and repeals Ordinance No. 2014-01 adopted May 6, 2014.*

This Ordinance shall become effective _____, 2015.

This Ordinance is passed by the Pine County Board of Commissioners this _____ day of _____, 2015.

Stephen M. Hallan, Chairman
Pine County Board of Commissioners
Pine County, Minnesota

Attest: _____
David J. Minke, Pine County Administrator



AGENDA REQUEST FORM

Date of Meeting: May 19, 2015

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

Agenda Item: MPCA Grant for Electric Car

Department: Pine County Public Works

Department Head signature

Background information on Item:

Authorize applying for \$12,000 MPCA Grant for a 2 year electric car lease

Action Requested:

Approve & authorize appropriate signatures

Financial Impact:

Cost of insurance

Draft Project Work Plan

Task 1. Research and Pilot Full-Electric Vehicle

The MPCA desires to fully understand how electric vehicles may be used in fleets and the local government level. Because funding for initial charging infrastructure will be provided as the result of a supplemental environmental project, the county intends to take this opportunity to investigate the cost of converting fleets to electric. Costs to be considered are destination transport charge, licensing, and whether outright purchasing or leasing is a more cost effective approach to addressing fleet needs. MPCA will also consider information about local-in kind contributions, such as maintenance and record keeping tracking frequency and duration of charging sessions. Insurance and any maintenance for the vehicle will be paid for and provided by each participant county for their respective vehicle.

Cost: \$12,000

Timeline: Beginning June 15, 2015 suitable full electric vehicle makes/models for use in local government fleets will be researched and identified. The vehicle should be operational and available for use in the county fleet by October 15, 2015.

Task 2. Document and Report on Vehicle Use

Use of the full-electric vehicle will be documented in terms of what it is used for and how the batteries are charged, and how it performs through the various seasons of the year. Each participant will provide a report that contains the following information:

- Describe the procurement process including suggestions for other LGUs.
- Describe the staff vehicle introduction and orientation to encourage use.
- Document the annual number of miles driven.
- Provide annual fuel and maintenance cost savings data. Summarize the cost effectiveness of electric vehicle use in county fleets.
- What types of uses or applications worked well?
- Were there any use challenges and as a result changes made?
- What was learned through the demonstration?
- What are the pros and cons of using this type of vehicle in a public fleet?
- Collect and document communication about the project (e.g., news articles, county fair presence, or social media coverage).

Timeline: County will provide interim reports on the following schedule December 15, 2015, April 15, 2016, and October 15, 2016.

Task 3. Submit Final Report to MPCA

This report will contain the same information as in Task 2 with the addition of a description of plans for future use of electric vehicles in their fleet.

Timeline: County will provide a final report by June 15, 2017.



AGENDA REQUEST FORM

Date of Meeting: May 19, 2015

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

Agenda Item: Final Payment on Contract #1401

Department: Pine County Public Works


Department Head signature

Background information on Item:

Final Payment to Hardrives, Inc. for Contract #1401

SP 058-621-017 Located on CSAH 21, From TH 48 to CSAH 30

Action Requested:

Approve Final Payment in the amount of \$86,655.46 to Hardrives, Inc..

Financial Impact:



PINE COUNTY HIGHWAY

405 Airport Road NE
 Pine City, MN 56063
 Project SP 058-621-017 - CSAH 21; From TH 48 to CSAH 30
 Final Pay Request No. 4

Contractor: Hardrives, Inc.
 14475 Quiram Drive
 Rogers, MN 55374

Contract No. 1401
 Vendor No. 2170
 For Period: 11/20/2014 - 5/6/2015
 Warrant # _____ Date _____

Contract Amounts

Original Contract	\$1,729,733.78
Contract Changes	\$43,616.79
Revised Contract	\$1,773,350.57

Work Certified To Date

Base Bid Items	\$1,695,843.78
Backsheet	\$43,616.79
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$1,739,460.57

Funds Encumbered

Original	\$1,729,733.78
Additional	N/A
Total	\$1,729,733.78

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SP 058-621-017	(\$334.28)	\$1,739,460.57	\$0.00	\$1,652,805.11	\$86,655.46	\$1,739,460.57
Percent Retained: 0%						
Amount Paid This Final Pay Request					\$86,655.46	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By

 County/City/Project Engineer
 Date 5/6/15

Approved By Hardrives, Inc.

 Contractor
 Date 5/11/15



AGENDA REQUEST FORM

Date of Meeting: May 19, 2015

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

Agenda Item: Agreements with MN DOT

Department: Pine County Public Works


Department Head signature

Background information on Item:

- Approve detour agreements with MN DOT for:
- 1-Detour for Construction on TH 70
- 2-Detour for Bridge Replacement on TH 23

Action Requested:

Authorize appropriate signatures on both agreements

Financial Impact:

PINE COUNTY

RESOLUTION 2015-14

IT IS RESOLVED that Pine County enter into MnDOT Agreement No. 1000526 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use and maintenance of County State Aid Highway (C.S.A.H.) 61, C.S.A.H. 2, and C.S.A.H. 3 as a detour route during the contract construction to be performed upon, along and adjacent to Trunk Highway No. 70 from 1200' east of C.S.A.H. 61 to 303' west of Minnesota/Wisconsin Border under State Project No. 5811- 12 (T.H. 70=133).

IT IS FURTHER RESOLVED that the Pine County Board Chairman and the Pine County Administrator are authorized to execute the Agreement and any amendments to the Agreement.

Stephen M. Hallan
County Board Chairman

David J. Minke
County Administrator

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Pine County at an authorized meeting held on the 19th day of May, 2015, as shown by the minutes of the meeting in my possession.

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
PINE COUNTY
DETOUR AGREEMENT**

For Trunk Highway No. 70 Detour

State Project Number (S.P.): <u>5811-12</u>	Original Amount Encumbered
Trunk Highway Number (T.H.): <u>70=133</u>	<u>\$17,220.15</u>
Federal Project Number: STPM-HSIP 5815(012)	

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Pine County acting through its Board of Commissioners.

Recitals

1. The State is about to perform highway grading construction upon, along and adjacent to T.H. 70 from 1200' east of C.S.A.H. 61 to 303' west of Minnesota/Wisconsin Border under State Project No. 5811-12 (T.H. 70=133); and
2. The State requires a detour to carry T.H. 70 traffic on County State Aid Highway (C.S.A.H.) 61, C.S.A.H. 2, and C.S.A.H. 3 during the construction; and
3. The County is willing to maintain the T.H. 70 detour; and
4. The State is willing to reimburse the County for the road life consumed by the detour and detour maintenance as hereinafter set forth; and
5. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement

- 1.1 **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement will expire when the State removes all detour signs, returns the temporary trunk highway detour to the County, and pays for the detour compensation.

2. Agreement between the Parties

2.1 Detour

- A. **Location.** The State will establish the T.H. 70 detour route on the following County road(s) as detailed in the project plans or Special Provisions:
C.S.A.H. 61, C.S.A.H. 2, and C.S.A.H. 3 for a total distance of 6.56 miles.
- B. **Axle Loads and Over-Dimension Loads.** The County will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.
- C. **Traffic Control Devices.** The State may install, maintain and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines and necessary messages.
- D. **Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2 Maintenance

- A. The County will maintain the portion of the detour that is on County roads, and furnish all necessary labor and materials, to the satisfaction of the State's District Maintenance Engineer at (218) 725-2827.
- B. **County's Failure to Adequately Maintain.** If the County fails to adequately maintain the detour as provided in Section 2.2.A. of this Agreement, of which failure the State shall be the sole judge, the State may perform such work or cause it to be performed, as the State's District Maintenance Engineer considers necessary, to properly and adequately maintain the T.H. 70 detour. The State may retain the cost of such maintenance from any moneys then due, or thereafter becoming due, to the County under this agreement. This paragraph shall not be construed to relinquish any rights of action that may accrue on behalf of the State against the County for any breach of agreement.

2.3 Basis of State Cost

- A. **Road Life Consumed.** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.
 - i. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the County road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour.
 - ii. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method."
- B. **Maintenance Costs.** The State's detour maintenance cost will be equal to 115% of the amount computed by using the "Gas Tax Method" formula under Section 2.3.A.

3. Payment. The State's payment consists of the sum of the road life consumed and maintenance amounts.

- 3.1 **For Road Life Consumed.** The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

The State's estimated cost for the road life consumed by the detour is based on the data below:

<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length</u>	<u>Duration (Days)</u>	<u>Cost</u>
0.00513	3500	6.56	68	\$8,009.37
				Road Life Consumed Amount \$8,009.37

3.2 For Maintenance.

\$9,210.78 is the State's estimated cost for detour maintenance based on 115% of the "Gas Tax Method" amount. The State may retain the cost of State performed detour maintenance, as provided for in Section 2.2 of this Agreement, from any moneys then due, or thereafter becoming due, to the County under this Agreement.

3.3 Total Payment and Maximum Obligation.

- A. \$17,220.15 is the State's estimated payment for road life consumed (\$8,009.37) and maintenance (\$9,210.78).
- B. \$70,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.4 Conditions of Payment. The State will pay the County the State's total road life consumed and maintenance payment amount after performing the following conditions.

- A. Execution of this Agreement and the County's receipt of the executed Agreement.
- B. State's encumbrance of the State's total payment amount.
- C. State's removal of all detour signs.
- D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the County for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed and maintenance payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the County roads used as a T.H. 70 detour to as good condition as they were before designation as temporary trunk highways.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1 The State's Authorized Representative will be:

James Miles, District 1 Traffic Engineer (or successor)
1123 Mesaba Avenue
Duluth, MN 55811
(218) 725-2789
James.miles@state.mn.us

5.2 The County's Authorized Representative will be:

Mark Lebrun, Pine County Engineer (or successor)
635 Northridge Drive
Pine City, MN 55063
(320) 216-4203
Mark.lebrun@co.pine.mn.us

6. Assignment; Amendments, Waiver; Contract Complete

- 6.1 Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3 Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

6.4 Contract Complete. This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the County or the State.

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

11.1 By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

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

11.3 Suspension. In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: _____

PINE COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PINE COUNTY

RESOLUTION 2015-15

IT IS RESOLVED that Pine County enter into MnDOT Agreement No. 1000527 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use and maintenance of County State Aid Highway (C.S.A.H.) 47 and C.S.A.H. 48 as a detour route during the contract construction to be performed upon, along and adjacent to Trunk Highway No. 23 at the Big Willow River in Duquette under State Project No. 5803-35 (T.H. 23=185).

IT IS FURTHER RESOLVED that the Pine County Board Chairman and the Pine County Administrator are authorized to execute the Agreement and any amendments to the Agreement.

Stephen M. Hallan
County Board Chairman

David J. Minke
County Administrator

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Pine County at an authorized meeting held on the 19th day of May, 2015, as shown by the minutes of the meeting in my possession.

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
PINE COUNTY
DETOUR AGREEMENT**

For Trunk Highway No. 23 Detour

State Project Number (S.P.):	<u>5803-35</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>23=185</u>	<u>\$1,028.34</u>
Federal Project Number:	<u>STPM 5815 (078)</u>	

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Pine County acting through its Board of Commissioners.

Recitals

1. The State is about to perform bridge construction upon, along and adjacent to Trunk Highway (T.H.) 23 at the Big Willow River in Duquette under State Project No. 5803-35 (T.H. 23=185); and
2. The State requires a detour to carry T.H. 23 traffic on C.S.A.H. 47 and C.S.A.H. 48 during the construction; and
3. The County is willing to maintain the T.H. 23 detour; and
4. The State is willing to reimburse the County for the road life consumed by the detour and detour maintenance as hereinafter set forth; and
5. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement

- 1.1 **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement will expire when the State removes all detour signs, returns the temporary trunk highway detour to the County, and pays for the detour compensation.

2. Agreement between the Parties

2.1 Detour

- A. **Location.** The State will establish the T.H. 23 detour route on the following County roads as detailed in the project plans or Special Provisions:
C.S.A.H. 47 and C.S.A.H. 48 for a total distance of 1.57 miles.
- B. **Axle Loads and Over-Dimension Loads.** The County will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.
- C. **Traffic Control Devices.** The State may install, maintain and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines and necessary messages.
- D. **Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2 Maintenance

- A. The County will maintain the portion of the detour that is on County roads, and furnish all necessary labor and materials, to the satisfaction of the State's District Maintenance Engineer at (218) 725-2827.
- B. **County's Failure to Adequately Maintain.** If the County fails to adequately maintain the detour as provided in Section 2.2.A. of this Agreement, of which failure the State shall be the sole judge, the State may perform such work or cause it to be performed, as the State's District Maintenance Engineer considers necessary, to properly and adequately maintain the T.H. 23 detour. The State may retain the cost of such maintenance from any moneys then due, or thereafter becoming due, to the County under this agreement. This paragraph shall not be construed to relinquish any rights of action that may accrue on behalf of the State against the County for any breach of agreement.

2.3 Basis of State Cost

- A. **Road Life Consumed.** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.
 - i. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the County road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour.
 - ii. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method."
- B. **Maintenance Costs.** The State's detour maintenance cost will be equal to the amount computed by using the "Gas Tax Method" formula under Section 2.3.A.

3. Payment. The State's payment consists of the sum of the road life consumed and maintenance amounts.

- 3.1 **For Road Life Consumed.** The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

The State's estimated cost for the road life consumed by the detour is based on the data below:

<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length</u>	<u>Duration (Days)</u>	<u>Cost</u>
0.00513	840	1.57	76	\$514.17
				\$514.17
Road Life Consumed Amount				\$514.17

- 3.2 **For Maintenance.** \$514.17 is the State's estimated cost for detour maintenance based on the "Gas Tax Method" amount.

The State may retain the cost of State performed detour maintenance, as provided for in Section 2.2 of this Agreement, from any moneys then due, or thereafter becoming due, to the County under this Agreement.

3.3 Total Payment and Maximum Obligation.

- A. \$1,028.34 is the State's estimated payment for road life consumed (\$514.17) and maintenance (\$514.17).

B. \$10,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.4 **Conditions of Payment.** The State will pay the County the State's total road life consumed and maintenance payment amount after performing the following conditions.

A. Execution of this Agreement and the County's receipt of the executed Agreement.

B. State's encumbrance of the State's total payment amount.

C. State's removal of all detour signs.

D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.

E. State's receipt of a written request from the County.

4. **Release of Road Restoration Obligations**

By accepting the State's road life consumed and maintenance payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the County roads used as a T.H.23 detour to as good condition as they were before designation as temporary trunk highways.

5. **Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1 The State's Authorized Representative will be:

James Miles, District 1 Traffic Engineer (or successor)
1123 Mesaba Avenue
Duluth, MN 55811
(218) 725-2789
James.miles@state.mn.us

5.2 The County's Authorized Representative will be:

Mark Lebrun, Pine County Engineer (or successor)
635 Northridge Drive
Pine City, MN 55063
(320) 216-4203
Mark.lebrun@co.pine.mn.us

6. **Assignment; Amendments, Waiver; Contract Complete**

6.1 **Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

6.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

6.3 **Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

6.4 **Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the County or the State.

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

11.1 *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

11.2 *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

11.3 *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: _____

PINE COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.



PINE COUNTY

Administrator's Office

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

Commissioners

Steve Hallan – Dist. 1
Josh Mohr – Dist. 2
Steve Chaffee – Dist. 3
Curt Rossow – Dist. 4
Matt Ludwig – Dist. 5

County Administrator

David J. Minke

To: Pine County Commissioners
From: David J. Minke, County Administrator 
Date: May 14, 2015
Subject: End of April 2015 Financial Report

At the end of April, the county's budget is sound four months into the budget year.

Chart 1 shows revenue and expenditure as a percent of budget. Most county revenues lag as there are reimbursements, or like the property tax settlement, happen twice per year. The total spending for each major fund is at or below 33 percent, while total county spending is at 34 percent. As of last month, this still relates to the February \$1.8 million in debt payments for the jail and courthouse. The February payment consists of 100% of the principle payment and 50% of the interest payment towards the bonds for the year.

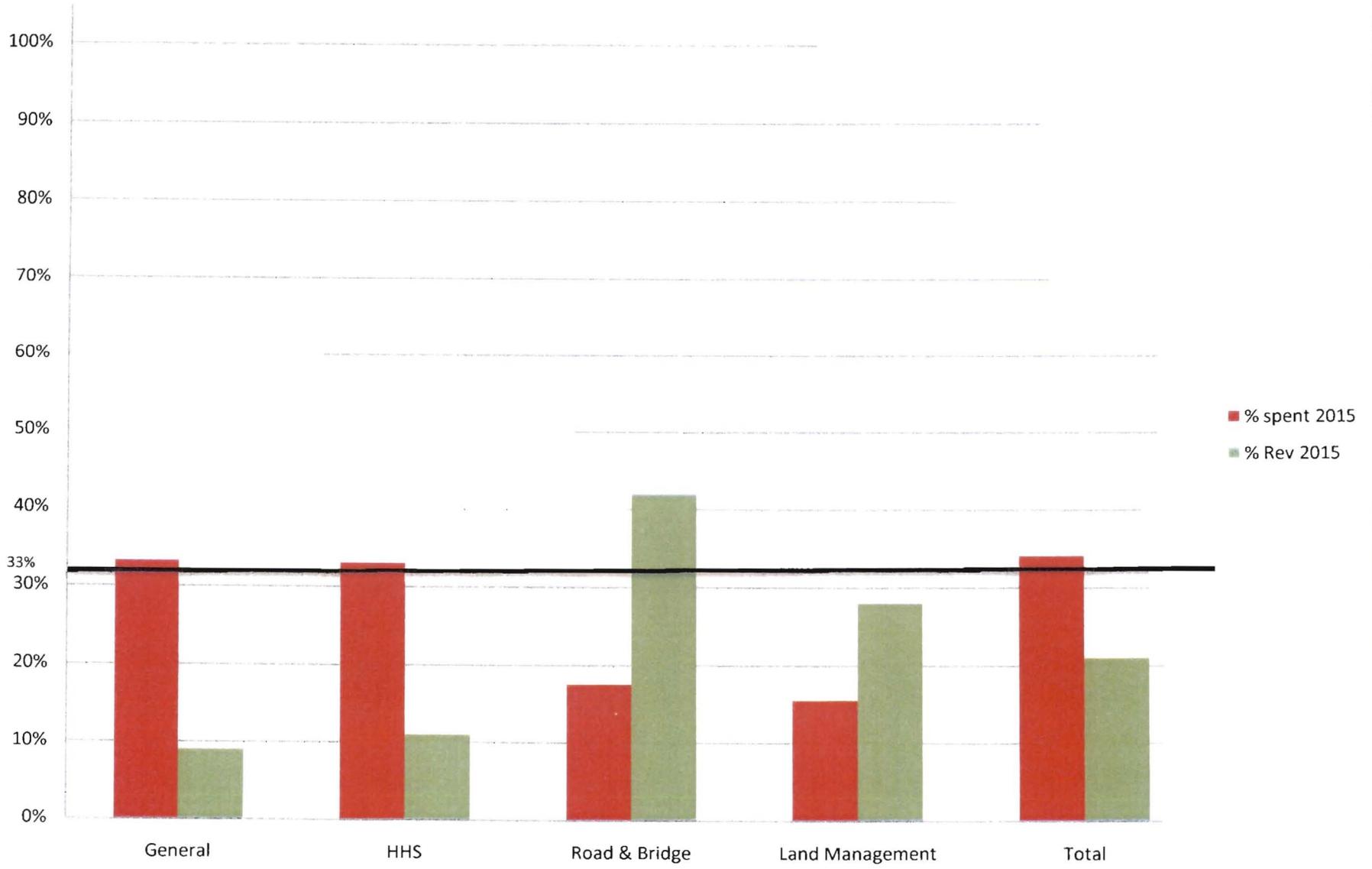
Chart 2 shows the expenditures by major (greater than \$100,000 expenditure) department in the General Fund. All but probation, recorder and IT are below 33 percent. The Recorder's Office makes its annual payment for software in the first part of the year which creates an initial spike in expenditures. Probation's 37% expenditure reflects the payout of accrued leave for the former director. The 42% expenditure in IT relates to annual payments on software licensing. Both of these will self-correct over the course of the year.

Chart 3 shows the expenditures and revenue in income maintenance and social services. All expenditures are tracking below 33%.

Please let me know if you have any questions.

cc: Cathy Clemmer

Chart 1
Percent Expenditure and Revenue Major Funds Through April 30, 2015



**Chart 2
General Fund Major Depts. Expenditures as % of Budget Thru April
30, 2015**

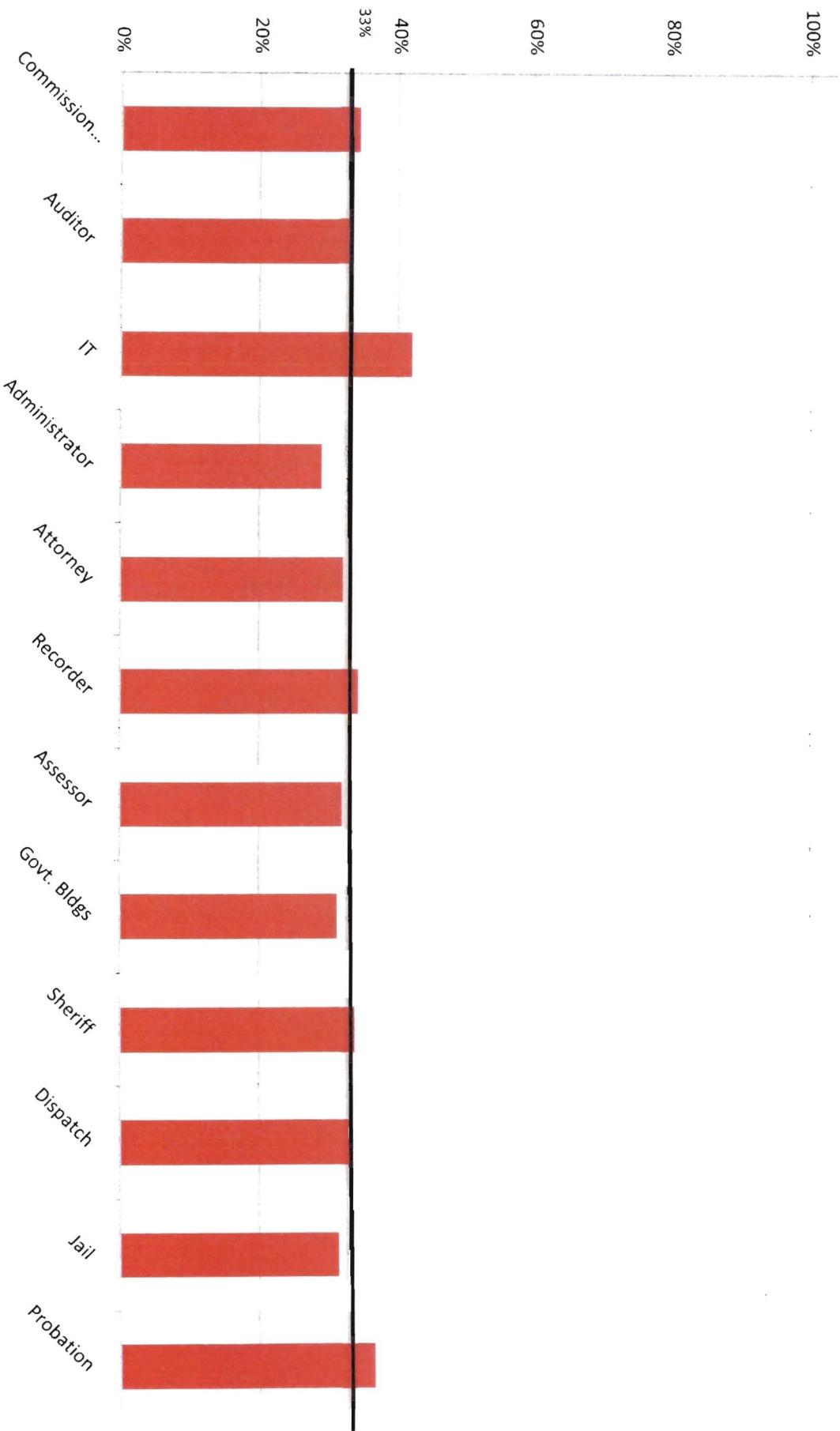


Chart 3
Health & Human Services Percent Expenditures and Revenues
Thru April 30, 2015

